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**CITY COUNCIL AGENDA  
WEDNESDAY, FEBRUARY 18, 2026  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

**Call to Order, Pledge of Allegiance, Moment of Silence**

**Proclamations**

Proclaiming February as Black History Month in the City of Grand Junction

**Appointments**

To the Horizon Drive Association Business Improvement District

**Public Comments**

*Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.*

*The public has four options to provide Public 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, February 18, 2026 or 4) submitting comments [online](#) until noon on Wednesday, February 18, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Boards and Commission Liaison 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 February 2, 2026 Workshop
- b. Minutes of the February 4, 2026 Regular Meeting
- c. Minutes of the February 4, 2026 Special Meeting Executive Session

## **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape and Setting a Public Hearing for March 4, 2026
  - ii. Introduction of an Ordinance Regarding Water Enterprise Loan and Setting a Public Hearing for March 4, 2026
  - iii. Introduction of an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for March 4, 2026
- b. Quasi-judicial
  - i. Introduction of an Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a 25.27 Acres Located a 381 and 409 High Desert Road over a 17-Year Timeframe and Setting a Public Hearing for March 4, 2026

## **3. Procurements**

- a. Authorize Change Order #8 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Plant Phase 1 Expansion Project
- b. 2026 Liquid Polymer Chemical Purchase for the Persigo WWTP
- c. HVAC Roof Top Unit Replacement at the Grand Junction Convention Center

## **4. Resolutions**

- a. A Resolution Supporting a Grant Application for Highway Safety Improvement Funds for 28 Road & Orchard Avenue Intersection Improvements Project



- b. A Resolution Authorizing the Grand Junction Regional Airport Authority Grant
- c. Resolution Authorizing the City Manager to Sign a Purchase and Sale Agreement with Public Service Company of Colorado for the Acquisition of Real Property for the Four Canyons Parkway Project

### **REGULAR AGENDA**

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

#### **5. Public Hearings**

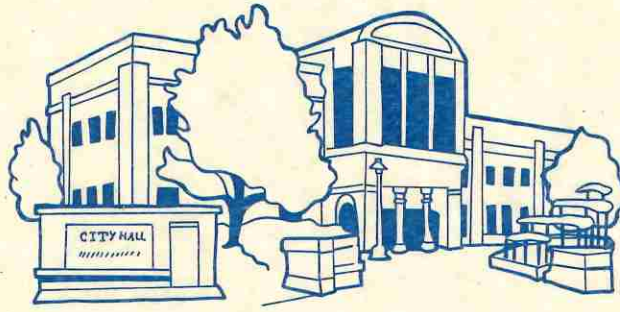
- a. Quasi-judicial
  - i. An Ordinance Rezoning Approximately 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), Located at the Northeast Corner of the Intersection of Patterson Road and 29 Road

#### **6. Non-Scheduled Comments**

*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**



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and
- Whereas,** Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and
- Whereas,** the 2025 national theme for the observance is 'African Americans and Labor'; focuses on the various and profound ways that work and working of all kinds – free and unfree, skilled, and unskilled, vocational and voluntary – intersect with the collective experiences of Black people; and
- Whereas,** the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and
- Whereas,** the City of Grand Junction continues to work toward becoming an inclusive community in which all citizens past, present, and future are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and
- Whereas,** the City of Grand Junction is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

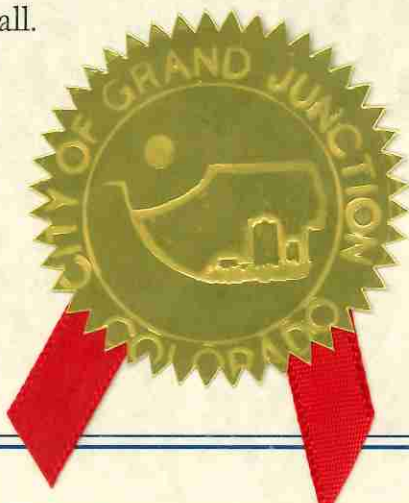
**NOW, THEREFORE,** I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, in recognition of African Americans past and present in our community do hereby proclaim February 2026 as

## ***"Black History Month"***

in the City of Grand Junction and I encourage all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 18<sup>th</sup> day of February 2026.

  
\_\_\_\_\_  
Mayor





## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** February 18, 2026  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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### Information

#### **SUBJECT:**

To the Horizon Drive Association Business Improvement District

#### **RECOMMENDATION:**

To appoint the interview committee's recommendation to the Horizon Drive Association Business Improvement District.

#### **EXECUTIVE SUMMARY:**

There are two full-term vacancies on the Horizon Drive Association Business Improvement District.

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

Jim Cagle and Cameron Reece have terms expiring April 30, 2026. Jim Cagle did not reapply.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

To (appoint/not appoint) and (reappoint/not reappoint) the interview committee's recommendation to the Horizon Drive Association Business Improvement District.

### **Attachments**

None

## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

### February 2, 2026

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

**City Councilmembers Present:** Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz, Jason Nguyen, Anna Stout, Ben Van Dyke, and Mayor Cody Kennedy.

**Staff present:** City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Parks and Recreation Director Ken Sherbenou, Communications Manager Kelsey Coleman, Recreation Superintendent Emily Krause, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

### 1. Discussion Topics

#### a. Colorado Mesa University and Stadium Update

Since the last update to City Council, city staff and Colorado Mesa University (CMU) representatives have continued with discussions regarding potential enhancements to amenities at the Lincoln Park Sports Complex to support collegiate football while preserving other partner uses at the stadium and public use of the track. CMU views this project as an opportunity to expand its athletic offerings while strengthening community ties and contributing to local economic vitality. At the December 15, 2025, City Council workshop, City Council directed staff to continue discussions with a proposal that included a potential lease of Lincoln Park Barn and land in between Lincoln Park Barn and the stadium for CMU to build a Football Facility. This is to provide an update for discussion and possible direction.

City Manager Bennett and CMU President Marshall provided an update on the proposed partnership restructuring for Lincoln Park Stadium.

#### **Key Points:**

- CMU would lease the football stadium and the Lincoln Park Barn.
- CMU would construct a new football facility between the barn and the stadium.
- CMU would contribute:
  - Continued annual user fee (\$36,705/yr)
  - Continued participation in PIAB funding (\$14,000)
  - \$300,000 annually in new lease revenue to the City
  - 50% of field replacement costs
  - 80% of field maintenance
- CMU would receive operational control, sponsorship rights, concessions revenue, and naming rights opportunities.

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- The City would eliminate its approximately \$300,000 annual operational subsidy for the football stadium.

#### **Usage Clarifications:**

- District 51 games and activities would continue.
- Public track access would remain available outside scheduled events.
- Community use of the barn would shift to the new Community Recreation Center (scheduled to open later in 2026).
- CMU practice use would expand but not displace existing high school usage.

#### **Direction Given:**

General Council support to proceed with drafting a formal agreement for future public consideration.

#### **b. Water Enterprise Loan to Fund Waterline Replacement and Tank Lining Projects**

The Utilities Department is planning on completing waterline replacement projects and a tank lining project in 2026. The total estimated cost for these projects is \$5 million. The Water Fund does not have sufficient reserves to cash-finance the project and will require debt issuance to fund the improvements. Two potential debt funding sources were identified through the State Revolving Loan Fund or through a private loan.

Utilities Director Randi Kim presented this item and was available for questions.

#### **Key points:**

- Financing options for approximately \$4.6 million in capital water projects:
  - Multiple waterline replacements
  - CDOT-related infrastructure coordination
  - Water tank recoating
- Loan Options:
  - State Revolving Fund (lower interest, more federal compliance requirements, one project ineligible).
  - Private financing (Flagstar recommended), 10-year term, streamlined administration.
- Insufficient reserves were anticipated in long-range planning.
- The private loan avoids dual financing and federal compliance complications.
- Debt coverage ratios are within acceptable limits.

#### **Direction Given:**

General consensus supporting the private loan recommendation.

### **c. Process for Hiring City Attorney**

This item was to facilitate City Council discussion on options for a hiring process to permanently fill the City Attorney position.

#### **Key Points:**

#### **Consensus Points:**

- Conduct a national external search.
- Use a professional recruitment firm.
- Maintain transparency in the process.
- Expressed appreciation for the Interim City Attorney's performance.

#### **Next Steps:**

- Schedule executive session to define:
  - Recruitment criteria
  - Compensation parameters
  - RFP scope for search firm
- HR and Procurement to assist.
- Anticipated timeline: 3–6 months once initiated.

### **d. Orchard Mesa Pool – Next Steps**

City Council requested the Orchard Mesa Pool item come back to City Council in early 2026 for further discussion.

In 2024, Mesa County issued a \$800,000 check to the owner of the Orchard Mesa Pool, School District #51, with a statement that Mesa County would no longer be a partner in providing the Orchard Mesa Pool. Following this, the remaining pool partners fleshed out an agreement to keep the pool open until the new Community Recreation Center (CRC) was online. This was signed on September 25, 2025. This ensured there would be no gap in service, and that a public pool would be available in Grand Junction. It stipulated that the gym, band, and locker room areas be demolished, which has occurred. The agreement also provided that the City would be solely financially responsible for all operational costs, including utilities previously paid by School District #51, and for capital costs, such as the new boiler installed in June 2025. Per that agreement, School District #51 remains the owner of the building.

Further back, in 2023, the City commissioned and paid for a study to understand options for the long-term future of the Orchard Mesa Pool. On January 22, 2024, the consultants, Ohlson Lavoie Corporation (OLC) and PROS Consulting, presented the results of the 2023 Orchard Mesa Recreation Facility (OMRF) Plan to the pool partners. This planning process was driven by an in-depth community engagement effort that spanned much of 2023. It aimed to objectively evaluate possible paths forward for the Orchard Mesa Pool. This facility was built in

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1983 as a partnership between the Mesa County School District 51, Mesa County, and the City. Despite significant service to the larger Grand Junction community over the past 40 years, the team of architects and engineers facilitating the study concluded that the facility is at the end of its useful life. It needs a complete renovation if it is to continue operating in the long term.

With the Community Recreation Center expected to be completed later this year (2026), staff is seeking direction from City Council regarding Orchard Mesa Pool and four possible options for next steps to initiate discussion and possible policy direction. These four options provide a starting place for this discussion and while no decision will be made during the workshop, the goal is for direction on next steps staff can begin evaluating.

Option A: Continue to operate the Orchard Mesa Pool, even after the CRC opens. This would require an extension of the current agreement with School District #51. The agreement is set to expire on December 31, 2026.

Option B: Close the Orchard Mesa Pool when the CRC opens.

Option C: Release a Request for Proposals (RFP) to find a partner to take over ownership and operation of the pool and potentially add in new assets to the site.

Option D: Ask voters if they approve or disapprove of the formation of a Title 32 special district in the Orchard Mesa portion of the City to take over ownership, operations, and maintenance of the Orchard Mesa Pool.

### **Key Points:**

- School District owns the facility and has escrowed demolition funds.
- City currently carries full operational subsidy.
- 2026 projected subsidy: ~\$441,000.
- Attendance has trended downward.
- Engineering study determined major systems are at end of useful life.
- Estimated renovation (system replacement only): ~\$5.7–\$6.2 million (2023 dollars).
- Demolition estimate: ~\$905,000.

### **Council Discussion Themes:**

- Concern about loss of neighborhood amenity in Orchard Mesa.
- Equity considerations and access compared to the new Community Recreation Center.
- Long-term operational sustainability concerns.
- High subsidy per visit relative to other City facilities.
- Interest in exploring:
  - Public-private partnership (RFP process)
  - Recreation or special tax district formation
  - Hybrid funding models (grants, philanthropy, TIF, redevelopment concepts)
  - Potential voter input on future taxpayer support

### **Emerging Direction:**

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- Support for issuing an RFP to explore partnership interest.
- Interest in evaluating the feasibility of a special district.
- Recognition that additional financial and legal analysis will be required before final decisions.
- Schedule for 1<sup>st</sup> workshop in March for an update.

## **2. Council Communication**

Open discussion by councilmembers included:

- Commission on Arts & Culture bylaws and funding for a potential future workshop.
- Volunteer appointment process for a future workshop focusing on the decision-making process and communication.
- Future workshop on the timing of transition for Mayor and Mayor Pro Tem given the change in election time.

## **3. Next Workshop Topics**

City Manager Bennett updated the Council on future workshops, including the joint workshop with Mesa County.

## **4. Other Business**

- Interview teams were assigned for the Downtown Development Authority and Parks and Recreation Advisory Committee.
- The Geothermal Event Conference was discussed.
- Request for a letter of support for FEMA Funding from Representative Rick Taggart.
- Request for a letter of support for keeping the Grand Junction Uranium Disposal Site open beyond 2031 from Senator Hickenlooper (this will be added to the February 4, 2026, City Council Regular Meeting).
- There was discussion on the HOME Act.

## **5. Adjournment**

There being no further business, the workshop was adjourned at 9:00 p.m.



**Grand Junction City Council**  
**Minutes of the Regular Meeting**

**February 4, 2026**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 4<sup>th</sup> day of February, at 5:31 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz, Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Police Chief Matt Smith, Principal Planner Tim Lehrbach, Principal Planner Daniella Acosta Stine, Planning Manager Thomas Lloyd, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Kennedy called the meeting to order and led the audience in the Pledge of Allegiance, followed by a moment of silence.

**Appointments**

**To the Grand Junction Housing Authority Board**

Councilmember Van Dyke moved, and Councilmember Stout seconded to appoint Jennifer Landini to the Grand Junction Housing Authority Board for a partial term expiring October 31, 2028. Motion carried by a unanimous voice vote.

**Public Comments**

Public comments were heard from Noreen Alexander, Maria Shawcroft, and David Lord.

**City Manager Report**

City Manager Mike Bennett had no report.

**Boards and Commission Liaison Reports**

Councilmember Beilfuss reported on the Business Incubator Center, and the Riverview Technology Corporation.

Councilmember Lutz gave an update regarding the Commission on Arts and Culture.

Councilmember Stout reported on the Parks and Recreation Advisory Board, and Colorado Municipal League (CML).

Council President Kennedy reported on the Museums of Western Colorado.

## **CONSENT AGENDA**

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

- a. Summary of the January 26, 2026 Workshop
- b. Minutes of the January 21, 2026 Regular Meeting

### **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Amending Section 21.08.020 of the Zoning and Development Code Regarding Bicycle Storage and Parking and Setting a Public Hearing for February 18, 2026 – **Moved to the Regular Agenda**
  - ii. Introduction of an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for February 18, 2026 – **Moved to the Regular Agenda**
- b. Quasi-judicial
  - i. Introduction of an Ordinance to Rezone a Total of 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), Located at the Northeast Corner of the Intersection of Patterson Road and 29 Road and Setting a Public Hearing for February 18, 2026
  - ii. Introduction of an Ordinance Zoning the Ricciardella Annexation to RM-8 (Residential Medium 8), Located at 2716 B 1/4 Road, and Setting a Hearing for March 18, 2026
  - iii. A Resolution Amending Resolution 69-25 Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Ricciardella Annexation of 7.37 Acres, Located at 2716 B 1/4 Road, and Setting a Public Hearing for March 18, 2026

### **3. Agreements**

- a. Pecos League User Agreement at Lincoln Park Stadium Summer 2026

### **4. Procurements**

- a. Authorize a Sole Source Contract to Garney Construction to replace the 26-year-old Tow-Bro Circular Clarifier Assembly in Final Clarifier #4 at the Persigo Wastewater Treatment Plant
- b. Approval of the Sole Source Award to Taylor Fence to Replace the Lift Gates at the Public Safety Campus
- c. Authorize a Sole Source Contract to Garney Construction for replacing the suction and discharge piping on the large wastewater pumps in the Raw Sewage Pump Building at the Persigo Wastewater Treatment Plant

### **5. Resolutions**

- a. A Resolution Issuing a Revocable Permit Within 263 Square Feet of the 20' Alley in Block 126 of the City of Grand Junction Plat for a Sky Bridge Airspace Encroachment at 230 S 5th St
- b. A Resolution Issuing a Revocable Permit Within 80 Square Feet of the 20' Alley in Block 126 of the City of Grand Junction Plat for a Sanitary Sewer Line at 230 S 5th St
- c. A Resolution Issuing a Revocable Permit Within 81 Square Feet of the 20' Alley in Block 126 of the City of Grand Junction Plat for a Storm Sewer Line at 230 S 5th St
- d. A Resolution Amending Resolution 69-25 to Correct a Clerical Error in the Property Address
- e. A Resolution of Support for Federal Legislation to Reauthorize Funding for the Department of Energy Grand Junction Uranium Disposal Site

Councilmember Ballard moved, and Councilmember Lutz seconded to adopt Consent Agenda Item #1-5, excluding items 2.a.i and 2.a.ii. Motion carried by a unanimous voice vote.

## **REGULAR AGENDA**

### **2.a.i. Introduction of an Ordinance Amending Section 21.08.020 of the Zoning and Development Code Regarding Bicycle Storage and Parking and Setting a Public Hearing for February 18, 2026**

The HACTF recommends amendments to §21.08.020 (Bicycle Parking and Storage) intended to reduce development costs and increase site design flexibility. The proposal would substantially reduce bicycle parking requirements and remove several location and design standards.

The HACTF recommendation would revise Table 21.08-5 to eliminate all long-term bicycle parking requirements and remove minimum bicycle parking requirements for multi-unit dwelling, industrial, and “all other nonresidential” uses. Short-term bicycle parking requirements would remain only for nonresidential categories, including food and beverage, recreation and entertainment, retail, and office uses. The proposal also removes multiple prescriptive bicycle parking standards, including requirements related to proximity to building entrances, access from the street, motor-vehicle protection, weather coverage, enclosure and security for long-term bicycle parking, cargo bicycle accommodations, aisle widths, rack anchoring, and rack design specifications. Overall, the HACTF recommendation retains limited short-term bicycle parking requirements for certain higher activity uses while eliminating long-term bicycle parking requirements and significantly reducing bicycle parking standards for other development types.

Staff supports the goal of reducing unnecessary regulatory burden and agrees that certain bicycle parking requirements can be disproportionate for low-demand uses or constrained sites. However, staff finds that the HACTF recommendation, as proposed, would remove bicycle parking standards more broadly than necessary and eliminate baseline multimodal access expectations for residential and customer-facing development. As an alternative to the HACTF recommendation, staff proposes targeted amendments to Bicycle Parking and Storage that retain bicycle parking as a development standard while simplifying requirements and improving flexibility. The staff-prepared amendment revises Table 21.08-5 to establish clear, proportional minimum bicycle parking requirements for residential and nonresidential development. The proposal retains both short-term and long-term bicycle parking requirements, scaled by unit counts for multi-unit residential uses and gross floor area for non-residential uses, including office uses where bicycle parking supports employee commuting and customer-facing uses where short-term bicycle access is most likely. Overall, the staff-prepared alternative balances the goal of reducing regulatory burden with the need to maintain baseline multimodal access standards, ensuring bicycle parking requirements remain clear, enforceable, and appropriately scaled to development intensity.

During final preparation of the staff alternative ordinance language for §21.08.020, staff identified an error in the long-term bicycle parking ratio that was carried forward into the draft. The ratio as written does not reflect staff's intended approach and would result in a higher long-term bicycle parking requirement than anticipated. Staff's intent with the staff alternative was not to increase long-term bicycle parking requirements beyond those produced under the existing bedroom-based standard, but to simplify the requirement into a clearer unit-based ratio while maintaining comparable outcomes. To verify the appropriate correction, staff conducted a case study (see Exhibit 4) using three recent multi-family developments to compare the number of long-term bicycle parking spaces required under: the existing Code requirement, the ratio incorrectly included in the draft, and the corrected staff alternative ratio. This review confirmed that the draft ratio in the staff-alternative (.15 parking spaces per unit) would generate higher parking counts than the existing Code, which was not the intent. A ratio (.08 spaces per unit) produces results that are more consistent with current requirements. Accordingly, staff is presenting this ratio as a correction to the Staff-Alternative for City Council consideration.

City Manager Bennett was available to answer questions from Council.

Councilmember VanDyke moved, and Councilmember Lutz seconded to table Consent Agenda Item 2.a.i. indefinitely. Motion carried by a unanimous voice vote.

**2.a.ii. Introduction of an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for February 18, 2026**

The Housing Affordability Committee Task Force (HACTF) recommends amendments to §21.05.020(e)(8) of the Pedestrian Access requirement intended to reduce development costs and increase site design flexibility. The proposal would change pedestrian access requirements and remove design standards for pedestrian access requirements. The HACTF recommendation proposed revisions to §21.05.020(e)(8) to require pedestrian access only for "non-industrial zoned" development (exclusive of single-unit detached or duplex dwellings). Further, it proposes to eliminate language regarding the design and location of sidewalks and also make the requirement a four-feet instead of a six-feet wide connection. In addition, the recommendation proposes removing more prescriptive design requirements for pedestrian connections as well as crossings that are not able to meet the pedestrian connection requirement between the principal building and the public street.

Overall, the HACTF recommendation retains limited pedestrian connection requirements for non-industrial properties. Staff supports the goal of providing more flexibility in the way the design and location of pedestrian connection to and through a

site. However, staff found that the HACTF recommendation, as proposed, removes standards too broadly and could be done in a more efficient and succinct way while still implementing key elements of the HACTF recommendation. Staff also identified opportunities to revise the code language to remove subjectivity. As an alternative to the HACTF recommendation, staff proposes targeted amendments to Pedestrian Connections that reformat and simplify the requirements, remove subjective language, and increasing opportunities for design flexibility. Of note, at the Planning Commission meeting on January 13th, 2026, representatives from the HACTF committee expressed support of staff's recommended alternative.

Subsequent to the Planning Commission hearing, staff reviewed the proposed text amendment and is recommending an additional edit to the draft ordinance. This edit clarifies (and adds) an exemption for Industrial Uses in addition to projects within Industrial Zone Districts. The Industrial Use category includes specific uses such as mini-warehouses (mini-storage), outdoor storage, light industrial, mining and extraction, etc. Staff believes this more clearly aligns with the intent of the HACTF, though not consistent with their formal Recommendation Form.

City Manager Bennett was available to answer questions from Council.

Councilmember VanDyke moved, and Councilmember Lutz seconded to table Consent Agenda Item 2.a.ii. indefinitely. Motion carried by a unanimous voice vote.

**6.a.i. An Ordinance Amending Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of Grand Junction Municipal Code) Regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, and Service and Storage Areas in the 24 Road Corridor**

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) and the 24 Road Corridor Design Standards (Title 25) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification. A draft version of the ordinance was presented to the Planning Commission. A revision to Section 21.09.060 concerning Open and Undeveloped Spaces was remanded to staff for further revision and is not included in the proposed ordinance.

Principal Planner Tim Lehrbach gave a presentation and was available to answer questions from Council.

Comments were heard from Councilmember Beilfuss.

The public hearing opened at 6:02 p.m.

No comments were heard.

The public hearing closed at 6:02 p.m.

There were no further comments heard from Council.

Councilmember Nguyen moved, and Councilmember Ballard seconded to adopt Ordinance No. 5304, an ordinance amending sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, Multi-Unit Design Standards, Access to Public Streets, and Service and Storage Areas in the 24 Road Corridor, on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

**6.a.ii. An Ordinance to Extend the Prohibition on the Establishment of any New or Relocation of Existing Gaming Arcades or Gaming Uses within the City of Grand Junction**

By and with Ordinance 5125, the City Council adopted a moratorium disallowing the operation of skilled gaming businesses in the City. Since the adoption of that Ordinance, the Grand Junction Police Department (GJPD) has investigated numerous complaints involving a number of skilled gaming businesses that were engaged, or alleged to be engaged, in illegal activities while the business(es) contended that they were lawful. The GJPD's investigations resulted in many criminal cases being filed with multiple convictions. The criminal process resulted in multiple convictions for operation of gambling premises under state law. This Ordinance serves to extend the moratorium for an additional year as certain lawsuits proceed in order to better inform the City's response to this issue.

Interim City Attorney Jeremiah Boies and Chief Smith gave a brief overview and were available to answer questions from Council.

The public hearing opened at 6:08 p.m.

Comments were heard from Noreen Alexander

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

There were no further comments heard from Council.

Councilmember VanDyke moved, and Councilmember Lutz seconded to adopt Ordinance No. 5305, an ordinance to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

**6.b.i. An Ordinance Amending the Comprehensive Plan from Residential High to Mixed Use for 3.72 Acres Located at 377 29 Road and 379 29 Road**

The Property Owner, Sunshine of Delta, Inc. requested a Comprehensive Plan Amendment from the Residential High land use designation to the Mixed-Use designation for properties located at 377 and 379 29 Road on 3.72 acres. This request is accompanied by a subsequent rezone request of the same 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2). The subject properties are currently vacant.

Planning Manager Thomas Lloyd and applicant Sparky Moyer gave a presentation and were available to answer questions from Council.

Comments were heard from Councilmember Ballard and Councilmember Stout.

The public hearing opened at 6:22 p.m.

No comments were heard.

The public hearing closed at 6:22 p.m.

Councilmember Stout moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5306, an ordinance amending the Comprehensive Plan from Residential High to Mixed Use for property located at 377 and 379 29 Road on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

**6.b.ii. An Ordinance Rezoning 3.72 Acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road**

The Property Owner, Sunshine of Delta, Inc. requested a rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road. This application is accompanied by a request for a



Comprehensive Plan Amendment from Residential High to Mixed Use. The subject properties are vacant.

Planning Manager Thomas Lloyd gave a presentation and was available to answer questions from Council.

Comments were heard from Councilmember Stout.

The public hearing opened at 6:34 p.m.

There were no public comments.

The public hearing closed at 6:34 p.m.

Councilmember Stout moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5307, an ordinance rezoning a total of 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

Council took a short break at 6:35 p.m.

Council resumed at 6:45 p.m.

**6.b.iii. An Ordinance Zoning the Morelli Annexation to Mixed-Use Light Commercial (MU-2), 2.56 Acres Located on Unaddressed Property Between 3105 E 1/2 Road and 3112 I-70B, Parcel Number 2943-103-00-101**

The applicants, Morelli Family Trust, U/A dated October 21, 2022 and Carla Morelli-Saurdiff, requested a zone of annexation to Mixed-Use Light Commercial (MU-2). The approximately 2.56 acres consists of one parcel of land located between 3105 E ½ Road and 3112 I-70B. The subject property is vacant. The zone district of MU-2 is consistent with the Commercial land use category of the Comprehensive Plan. The request for annexation was approved by City Council on January 21, 2026.

Principal Planner Tim Lehrbach gave a presentation and was available to answer questions from Council.

Comments were heard from Councilmember Stout.

The public hearing opened at 6:51 p.m.

There were no public comments.

The public hearing closed at 6:51 p.m.

Councilmember Nguyen moved, and Councilmember Stout seconded to adopt Ordinance No. 5308, an ordinance zoning the Morelli Annexation, 2.56 Acres located on unaddressed property between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101, to Mixed-Use Light Commercial (MU-2) zone district on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

**7.a. A Resolution Authorizing City-Owned Land to be Incorporated into the Proposed Camelback Gardens Planned Development and Outline Development Plan**

The Camelback Gardens Planned Development (PD) and related Outline Development Plan (ODP) has been evaluated with the inclusion of approximately 15 acres of adjacent, now City-owned open space, previously dedicated by the applicants, as part of the overall planned development framework. With this open space included in the calculation, the project can achieve an overall density of approximately 3.6 dwelling units per acre, consistent with the Residential Low designation in the 2020 Comprehensive Plan. The proposed resolution provides city authorization to include the city-owned property within the boundary of the Planned Development. Absent this authorization, the project would need to reduce the proposed unit count by 34 units, from 90 to 56 units, to comply with density requirements. Incorporation of the city-owned land in the Planned Development would not affect the ownership, use, or function of the City's open space property.

Principal Planner Daniella Acosta Stine gave a presentation and was available to answer questions from Council.

Comments were heard from Councilmember Stout.

Councilmember Stout moved, and Councilmember Ballard seconded to adopt Resolution No. 13-26, a resolution approving the inclusion of approximately 15 acres of adjacent City-owned open space within the Camelback Gardens Planned Development and Outline Development Plan boundary. Motion carried by a unanimous voice vote.

**7.b. A Resolution of the City Council of the City of Grand Junction, Colorado, Excusing Councilmember Ballard From Certain Absences During Military Deployment and Authorizing Remote Participation**

At the City Council's regular meeting on January 21, 2026, Councilmember Ballard advised Council that he will be deployed in connection with his duties as a member of the Army National Guard. This resolution is submitted for Council's consideration

pursuant to Section 37 of the Grand Junction Charter to excuse Councilmember Ballard's absences and to authorize his remote participation in Council meetings during such deployment.

Councilmember Ballard recused himself and left the auditorium for this item at 7:13 p.m.

Interim City Attorney Jeremiah Boies and City Manager Mike Bennett gave a presentation were available to answer questions from Council.

Comments were heard from all Councilmembers and Council President.

Councilmember Lutz moved, and Councilmember Nguyen seconded to postpone this item indefinitely and discuss it further at a workshop. The motion carried 6-0 by a unanimous voice vote.

## **7. Non-Scheduled Comments**

Comments were heard Chris Mackaney.

## **8. Other Business**

Councilmember Stout reminded everyone that she would be unavailable Sunday-Thursday to attend a conference and Council President Kennedy gave an update that he and Councilmember Lutz met with Jeff Hurd to discuss the federal transportation dollars and the airport.

## **9. Adjournment**

The meeting adjourned at 8:06 p.m.

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Selestina Sandoval, MMC

City Clerk



**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE SPECIAL MEETING EXECUTIVE SESSION**

**City Hall Administration Conference Room  
February 4, 2026**

**Call to Order**

Council President Kennedy called the Special Meeting of the Grand Junction City Council to order at 4:35 p.m. on the 4<sup>th</sup> day of February 2026.

Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz, Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy were present.

**Executive Session**

Councilmember Ballard moved, and Councilmember Van Dyke seconded to convene into ***EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW PERTAINING TO COUNCIL PERFORMANCE REVIEW OF THE CITY MANAGER. THE CITY MANAGER HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Stout moved, and Councilmember Van Dyke seconded to adjourn the Executive Session. The motion carried 7-0.

The Special Meeting was reconvened at 5:10 p.m.

**Adjournment**

There being no further business, the meeting adjourned at 5:10 p.m.

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Selestina Sandoval, MMC

City Clerk





## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** February 18, 2026  
**Presented By:** Tim Lehrbach, Principal Planner  
**Department:** Community Development  
**Submitted By:** Tim Lehrbach, Principal Planner

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### Information

#### **SUBJECT:**

Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape and Setting a Public Hearing for March 4, 2026

#### **RECOMMENDATION:**

The Planning Commission heard this item at the February 10, 2026 regular meeting and voted 7-0 to recommend approval

#### **EXECUTIVE SUMMARY:**

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

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

##### **BACKGROUND**

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

Proposed amendments are as follows:

*GJMC 21.05.020(c)(1)(iv) ROW Dedication.*

A method for the acquisition of right-of-way beyond what is needed to serve a project or right-of-way for an Active Transportation Corridor is added. The City will offer the Mesa

County Assessor's value for any such right-of-way. An owner may accept the offer or object to the offer and include a counteroffer. The City may accept the counteroffer or obtain an appraisal. If an appraisal is obtained, the City may offer the appraised value, the counteroffer amount, the Assessor value, or any amount between the highest and lowest amounts. If the owner does not accept the City's offer, the matter will be referred to the City Council for a determination whether the Assessor's value, the counteroffer, or the appraised value is the Fair Market Value constituting the City's final offer for dedication. Payment for right-of-way acquisition will occur by Transportation Capacity Payment (TCP) credit, unless the Fair Market Value exceeds the total of the TCP, upon which the City will pay the difference in cash.

***GJMC 21.07.030(c)(1)(iv) Acceptable Plant Material—Suitable Plant List.***

The classification of plants according to water needs is updated to reflect nursery industry standards.

***GJMC 21.07.060(a)(2) Street Frontage Landscape***

The requirement for street frontage landscape on the perimeter of a new residential subdivision is revised to exclude local streets from the requirement.

**NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on January 31, 2026, in the Grand Junction Daily Sentinel.

**ANALYSIS**

The criteria for review are set forth in Section 21.02.050(d) of the Zoning and Development Code, which provides that the City may approve an amendment to the text of the Code if the applicant can demonstrate evidence proving each of the following criteria:

***(A) Consistency with Comprehensive Plan***

*The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.*

The proposed amendment responds to Plan Principle 11, Goal 3, Strategy c., which calls for continuous evaluation of existing practices and systems to improve outcomes and provide excellent, equitable service to the public. The amendment improves development outcomes and service to the public by creating a predictable, transparent process for the acquisition of right-of-way, by simplifying the water needs classification of required plantings, and by removing an unnecessary requirement for street frontage landscape in locations where it is of little benefit and creates burdens for development.

***(B) Consistency with Zoning and Development Code Standards***

*The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.*

The proposed amendment creates no inconsistencies, conflicts, or contradictions with

other provisions of the Zoning and Development Code.

Staff finds this criterion has been met.

***(C) Specific Reasons***

*The proposed Code Text Amendment shall meet at least one of the following specific reasons:*

The proposed revisions to the Zoning and Development Code (ZDC) all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

*a. To address trends in development or regulatory practices;*

The amendment addresses the City's policy direction to acquire right-of-way by Transportation Capacity Payment credit and/or direct purchase. A process for determining Fair Market Value is established.

The amendment addresses the discrepancy in plant water need classification standards between the Zoning and Development Code (and Suitable Plant List) and nursery industry standards, in which the use of "xeric" is becoming deprecated. The Code's nomenclature with multiple categories called "xeric" and multiple instances of "low" and "medium" is unclear and may create the expectation that those categories with "xeric" in the name require no water or less water for establishment than actually needed.

*b. To expand, modify, or add requirements for development in general or to address specific development issues;*

The amendment modifies requirements for street frontage landscape in new residential subdivisions. The existing language, which requires street frontage landscape at the perimeter of the subdivision, irrespective of street classification, creates challenges to development when the required landscape would be or must be located in the front of lots to be developed with single-unit residences, necessitating a tract or easement, complicating the provision of irrigation, conflicting with driveway locations, and creating an inconsistent streetscape where street frontage landscape is introduced on local streets which are already partly developed without it. When the perimeter street frontage landscape requirement is limited to collector and arterial streets, these problems are mitigated due to standards restricting frontage and driveway access for new single-unit residential lots along such streets.

*c. To add, modify or expand zone districts; or*  
Not applicable.

*d. To clarify or modify procedures for processing development applications.*

The amendment modifies procedures for acquiring right-of-way with new development.

Specific reasons a, b, and d are satisfied. Staff finds this criterion has been met.

**FINDING OF FACT AND RECOMMENDATION**

After reviewing the proposed amendments, the following finding of fact has been made:

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendment to Title 21 is consistent with the Comprehensive Plan and the Zoning & Development Code Standards and meets at least one of the specific reasons outlined.

Therefore, the Planning Commission recommended approval.

**FISCAL IMPACT:**

There is no direct fiscal impact for this item.

**SUGGESTED MOTION:**

I move to introduce and pass for publication in pamphlet form an ordinance amending sections of the Zoning and Development Code (Title 21 of Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape and set a public hearing for March 4, 2026.

**Attachments**

1. Draft Ordinance



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING RIGHT-OF-WAY DEDICATION, ACCEPTABLE PLANT MATERIAL, AND STREET FRONTAGE LANDSCAPE**

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Staff has identified items that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

**The following sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions struck through, added language underlined):**

**21.05.020      REQUIRED IMPROVEMENTS**

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...

(c) Public Improvements Required.

(1) Types of Improvements and Dedications.

...

(iv) ROW Dedication. ~~A developer~~

(A) The owner of any land proposed for development shall dedicate to the City all rights-of-way and easements needed to serve the project, consistent with adopted standards (Title 29) of the GJMC. Such dedications shall be at no cost to the City and shall not be eligible for impact fee credit(s).

(B) If ~~a developer~~ the owner dedicates road or street right-of-way beyond what is needed to serve the project, or if the ~~developer~~ owner dedicates the right-of-way or easement for an Active Transportation Corridor (as described in § 31.08.130 and as shown in § 31.08.150, Appendix A, Figure 2), the ~~developer~~ owner shall receive credit at fair market value for such that portion of the total dedication exceeding the requirements of 21.05.020(c)(1)(iv)(A) according to the following process:

a. Determination of Fair Market Value.

1. The Director shall submit an offer equal to the Mesa County Assessor value of the land to be dedicated. This represents the City's proposed Fair Market Value.

2. The owner may accept the offer or submit a written objection with counteroffer. This represents the owner's proposed Fair Market Value.

3. The Director may accept the counteroffer or obtain an appraisal of the land to be dedicated. Upon receipt of such appraisal, the Director, at his/her discretion, may then offer the City's appraised amount, the counteroffer amount, the Assessor value, or make any offer between the highest and lowest amounts.

4. If the owner does not accept the City's offer, the Director shall cause a public hearing to be held before the City Council, and the City Council shall determine whether the Mesa County Assessor value, the owner's counteroffer, or the appraised value is the Fair Market Value, which shall constitute the City's final offer for dedication.

b. Credit for Fair Market Value of ROW Dedication.

1. The City shall credit the Fair Market Value of the dedication against the project's Transportation Impact Fee.

2. If the value of such dedication exceeds the project's Transportation Impact Fee, the owner shall receive the difference in cash. The credit shall not exceed the total Transportation Impact Fee for the project. If a dedication or a determination regarding a fee credit is claimed to exceed constitutional standards, the owner shall inform the City Attorney who, if he/she agrees, shall make a recommendation to the City Council to evaluation whether to pay or not additional value of such dedication or to waive all or part of such required dedication. If a developer donates road or street right-of-way beyond what is needed to serve the project, or if the developer donates the right-of-way or easement for an Active Transportation Corridor (as described in § 31.08.130 and as shown in § 31.08.150, Appendix A, Figure 2), the developer shall neither claim, nor receive credit for such donation against the project's Transportation Impact Fee.

...

### **21.07.030 GENERAL LANDSCAPE STANDARDS.**

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...

(c) Acceptable Plant Material.

(1) Suitable Plant List.

...

(iv) A minimum 90% of the proposed shrubs and ground cover shall be identified as ~~xeric, xeric-low, xeric-medium, or low-water~~ having very low, very low-low, low, or low-moderate water needs on the Suitable Plants List.

...

### **21.07.060 STREET FRONTAGE LANDSCAPE.**

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(a) For all development, except construction of one or two dwelling units or development within the MU-3 zone district, the owner shall provide and maintain a minimum fourteen-foot-wide street frontage landscape adjacent to the public right-of-way.

...

(2) For a new residential subdivision, the street frontage landscape is only required on the perimeter of the subdivision adjacent to a right-of-way, ~~not along new internal roadways~~ unless that perimeter street is classified as a local street. In such cases, the applicant may choose whether to provide the required perimeter landscaping along that local perimeter street.

**INTRODUCED** on first reading this 18th day of February 2026 and ordered published in pamphlet form.

**ADOPTED** on second reading this 4th day of March 2026 and ordered published in pamphlet form.

ATTEST:

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Cody Kennedy  
President of the City Council

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Selestina Sandoval  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** February 18, 2026  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Randi Kim

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Regarding Water Enterprise Loan and Setting a Public Hearing for March 4, 2026

#### **RECOMMENDATION:**

Introduction of a proposed ordinance for the issuance of \$5,000,000 in Water Enterprise Loan, execution of related documents, set a public hearing for March 4, 2026, and authorize publication in pamphlet form.

#### **EXECUTIVE SUMMARY:**

The Utilities Department is planning on completing waterline replacement projects and a tank lining project in 2026. The total estimated cost for these projects is \$5 million. The Water Fund does not have sufficient reserves to cash-finance the project and will require debt issuance to fund the improvements. City staff has identified two potential debt funding pathways to fund the projects: 1) Colorado Water Resources and Power Development Authority State Revolving Fund (SRF) or 2) a privately-placed commercial bank loan. Based on the analysis of both options below, Staff recommends that the City pursue a commercial bank loan, to ensure that all projects are funded and completed on the currently anticipated schedule.

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

The Utilities Department is planning on completing waterline replacement projects and a tank lining project in 2026. The 2026 Adopted Budget includes the following projects in the capital improvement plan:

- Linden Ave Waterline Phase 2 \$1,600,000

- UPRR Waterline Crossing to Crosby Ave \$500,000
- CDOT I-70B 4th to 6th Street Waterline \$1,290,000
- Waterline Replacement on Aspen St, Palisade St, and Glenwood Dr. \$250,000
- Water Tank Relining \$1,000,000

The total approved budget for these projects is \$4,640,000.

The Water Fund does not have sufficient reserves to cash-finance the project and will require debt issuance to fund the improvements. City staff has identified two potential debt funding pathways to fund the projects: 1) Colorado Water Resources and Power Development Authority State Revolving Fund (SRF) or 2) a privately-placed commercial bank loan.

The terms for an SRF large direct loan are expected to be a 3.25% interest rate for a 20-year term. The project would be required to comply with federal requirements as described in the Colorado SRF Required Specifications, which include:

- Davis-Bacon Prevailing Wages
- American Iron & Steel (AIS)
- Suspension and Debarment, Equal Opportunity & Civil Rights, OSHA, and the Archeological & Historic Preservation Act

City staff also anticipates that not all the identified projects would meet the eligibility requirements for the SRF Loan, so a second funding source would need to be identified for a portion of the projects. Specifically, the CDOT I-70B project would not qualify since the project will be contracted by CDOT and the City has agreed to reimburse CDOT for the waterline portion of the project. SRF loans cannot be used to reimburse a third party. Additionally, the SRF loan would have to be evaluated by CWRPDA through its application process, which would require a longer lead time to fund the eligible projects, which could potentially delay the City's ability to complete the projects on the necessary schedule.

The City evaluated term sheets from five banks, which included JPMorgan Chase, BOK Financial, NBH Bank, ANB, and Flagstar Public Funding Group. Ultimately, Flagstar provided the most favorable rates and terms for the anticipated loan, which included an indicative interest rate of 4.15% for a loan with a 10-year term and a 20-year amortization.

Staff recommends that the City pursue a private bank loan to fund the projects, as it provides the City the ability to expedite the funding process and fund all the projects with a single instrument, despite a modestly higher interest rate than the SRF option. Further, the private loan eliminates the state and federal requirements of the SRF, which are expected to add more cost to the project.

D.A. Davidson is the City's underwriter and, in coordination with Staff, has developed a financing and debt issuance plan.

**FISCAL IMPACT:**

The 2026 Adopted Budget includes \$5,340,000 in capital projects funded through assumed debt issuance, with associated debt service accounted for in the City's long-term financial plan.

**SUGGESTED MOTION:**

I move to introduce a proposed ordinance approving the issuance of \$5,000,000 in Water Enterprise Loan, execution of related documents, and set a public hearing for March 4, 2026.

**Attachments**

1. Registrar and Paying Agent Agreement 2.10.26
2. Bond Ordinance - Water Bonds - 2.11.26

**City of Grand Junction, Colorado  
Water Enterprise Revenue Bonds, Series 2026**

**REGISTRAR AND PAYING AGENT AGREEMENT**

THIS AGREEMENT, dated [CLOSING DATE], 2026, is by and between the City of Grand Junction, Colorado (the “City”), and Zions Bancorporation, National Association (the “Bank”).

WITNESSETH:

WHEREAS, by Ordinance of the City Council of the City duly adopted on March 4, 2026 (the “Bond Ordinance”), the City has authorized the issuance of its Water Enterprise Revenue Bonds, Series 2026, in the aggregate principal amount of \$[6,000,000] (the “Bonds”); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust Department located in Denver, Colorado, act as Registrar and Paying Agent (as such terms are defined and used in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided herein, capitalized terms used but not defined herein shall have the meanings given thereto in the Bond Ordinance.

2. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Ordinance and this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided in the Bond Ordinance and the Sale Certificate. In addition, the Bank hereby accepts, including, without

limitation, the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of Bonds, and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Ordinance.

3. There is hereby created and established with the Paying Agent a trust fund to be designated “City of Grand Junction, Colorado, 2026 Water Enterprise Revenue Bonds, Principal and Interest Payment Account” (the “Principal and Interest Payment Account”). Not less than (a) one business day prior to each payment date, if funds are delivered by wire transfer, or (b) three business days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank. The funds so deposited shall be held uninvested and applied by the Bank through its Corporate Trust Department solely for the payment of principal of and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance, the principal of, interest on and redemption premium, if any, on the Bonds. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

4. At least 30 but not more than 60 days prior to [CLOSING DATE], 2031, [CLOSING DATE], 2036, [CLOSING DATE], 2041, [CLOSING DATE], 2046, and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than sixty days from [CLOSING DATE], 2031, [CLOSING DATE], 2036, [CLOSING DATE], 2041, [CLOSING DATE], 2046, and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City’s arbitrage related obligations under Sections 103 and 148 (f) of the Internal revenue Code of 1986 other than giving notice to the City’s as provided herein.

5. The City shall pay to the Bank fees in accordance with its then existing fee schedule. The Bank’s current fee schedule is attached hereto as Exhibit A. No new fee schedule shall become effective until 30 days after the Bank has given the City notice hereof.



6. The City shall pay to the Bank fees in accordance with its then existing fee schedule. The Bank's current fee schedule is attached hereto as Exhibit A. No new fee schedule shall become effective until 30 days after the Bank has given the City notice hereof.

7. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days' notice of any prior redemption of the Bonds.

8. The City agrees to provide the Bank with a supply of blank Bonds for use in the transfer and exchange of Bonds.

9. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and interest of the respective Bonds with respect to which such moneys have been set aside has become due and payable shall without further request by the City be paid to the City.

10. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely on and shall be protected in acting upon any paper or document reasonably believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken nor omitted to be taken by it in good faith or for anything whatever in connection with this Agreement or any of the Bonds except for its own gross negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

12. The Agreement may be terminated as provided in the Bond Ordinance.

13. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

14. This Agreement is governed by the laws of the State of Colorado. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Mesa County for the purpose of any suit, action or other proceeding arising under this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

15. There is hereby created and established with the Paying Agent a trust fund to be designated "City of Grand Junction, Colorado, 2026 Water Enterprise Revenue Bonds, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such fund shall be deposited \$[ ] of the proceeds of the Bonds which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Paying Agent is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum, or other written direction, signed by the City upon presentation of an invoice from each party for the amount listed. In the event the amount invoiced is different than the amount listed in the closing memorandum, the City shall authorize payment of the invoice in writing. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund 90 days after closing shall be transferred to the City subject to written confirmation from the City to the Paying Agent that all costs of issuance have been paid. The City of Grand Junction, Colorado acknowledges the Paying Agent cannot process such disbursement request until the Paying Agent is in receipt from each respective payee of a valid Form W-9 or Form W-8, as applicable, in accordance with Internal Revenue Service regulations and the Foreign Account Tax Compliance Act.

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

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

By: \_\_\_\_\_  
President of the City Council

(SEAL)

Attest:

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

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Vice President  
Zions Bank Division

EXHIBIT A  
(Attach Fee Schedule)

ORDINANCE NO. [ ]

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO WATER ENTERPRISE REVENUE BONDS, PROVIDING FOR THE SOURCE OF PAYMENT OF SUCH BONDS, AND PROVIDING OTHER DETAILS CONCERNING THE BONDS AND THE CITY'S WATER SYSTEM.

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

WHEREAS, the City of Grand Junction (the "City") is a municipal corporation and political subdivision of the State of Colorado (the "State") duly organized and existing under the City's home rule charter (the "Charter") adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, the City now owns and operates a municipal water system (the "Water System"); and

WHEREAS, the Council has determined and hereby determines that the Water System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and Title 37, Article 45.1, C.R.S. (the "Enterprise Act"); and

WHEREAS, the City is authorized by Article XII, Section 93(c) of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a water system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Water System (as more fully described herein, the "Project"); and

WHEREAS, the City is authorized by the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its "City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026" (the "Bonds") to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Article XII of the Charter to issue the Bonds without an election; and

WHEREAS, the Council has further determined and hereby further declares that the City is authorized by, and the Bonds shall be issued, pursuant to the provisions of the Charter and the provisions of the Water Enterprise Act, Title 31, Article 35, Part 4, C.R.S., and Title 11, Article 57, Part 2, C.R.S.; and

WHEREAS, except for the Parity Bonds as defined herein (the “Parity Bonds”), the City has not pledged nor hypothecated the revenues derived or to be derived from the operation of the Water System, or any part thereof, to the payment of any outstanding bonds or other financial obligations or for any other purpose, with the result that the Net Pledged Revenues (defined below) may now be pledged lawfully and irrevocably for the payment of the Bonds on a parity with the Parity Bonds, and the Bonds may be made payable from the Net Pledged Revenues; and

WHEREAS, the City intends to privately place the Bonds with the Flagstaff Public Funding Corp. (the “Purchaser”), which Purchaser shall be (a) an “accredited investor,” as defined in Rule 501(A)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended (an “Institutional Accredited Investor”) or (b) a “qualified institutional buyer,” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (a “Qualified Institutional Buyer”) as hereafter named by the Town; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., as amended, the City desires to delegate to any of the President, the City Manager or the Chief Financial Officer the power to accept the proposal to purchase the Bonds and to determine the rate of interest on the Bonds, the redemption provisions of the Bonds, the price at which the Bonds will be sold, the aggregate principal amount of the Bonds to be issued and the amount of principal maturing, or subject to mandatory redemption, in any particular year; and

WHEREAS, there is on file with the City Clerk the form of the Paying Agent Agreement; and

BE IT ORDAINED BY THE CITY OF GRAND JUNCTION, COLORADO:

ARTICLE I  
DEFINITIONS, INTERPRETATION,  
RATIFICATION AND EFFECTIVE DATE

**Section 101. Meanings and Construction.**

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Water System, or an interest therein, or any other properties herein designated.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the special fund designated as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Bond Fund” created pursuant to Section 505 hereof.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

“Bonds” means City’s Water Enterprise Revenue Bonds, Series 2026, issued pursuant to this Ordinance.

“Business Day” means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Water System and will be incorporated into the Water System.

“Chief Financial Officer” means the Chief Financial Officer of the City, or his or her successor in functions, if any.

“City” means the City of Grand Junction, Mesa County, Colorado, a municipal corporation and political subdivision of the State.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“City Manager” means the City Manager of the City, or his or her successor in functions, if any.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal



Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Costs of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders’ risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, Placement Agent, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xiv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Water System; and

(xv) All other expenses pertaining to the Project.

“Council” means the City Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Default Rate” means the rate of interest to be borne by the Bonds upon a declaration of an Event of Default, which interest rate shall be set forth in the Sale Certificate.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended.

“Events of Default” means the events stated in Section 903 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Pledged Revenues” means all income and revenues directly or indirectly derived by the City from the operation and use of the Water System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees) and charges for the services furnished by, or for the use of, the Water System, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the Water System or its operations, and including

investment income accruing from such moneys; provided however, that there shall be excluded from Gross Pledged Revenues: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities and investment income therefrom in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Gross Pledged Revenues in the calendar year deposited and amounts withdrawn from the rate stabilization account shall be deemed Gross Pledged Revenues in the year withdrawn.

“Improve” or “Improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (i) Who is, in fact, independent and not under the control of the City;
- (ii) Who does not have any substantial interest, direct or indirect, with the City,

and

- (iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Water System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Net Pledged Revenues” means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Water System.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing the Water System, including without limitation legal and overhead expenses of the City directly related to the administration of the Water System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

“Ordinance” means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

“Outstanding” when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Water System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond, Parity Bond, or other designated security.

“Parity Bonds” means the 2010 CWRPDA Loan, the 2016 CWRPDA Loan, the 2017 CWCB Loan, the 2021 CWCB Loan/Purdy Mesa, the 2021 CWCB Loan/Carson Reservoir, the 2022 CWCB Loan, and any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means the Bond Ordinances authorizing the issuance of the Parity Bonds and any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

“Paying Agent” means Zions Bancorporation, National Association, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Placement Agent” means D.A. Davidson & Companies.

“Project” means the acquisition, construction and installation of Capital Improvements to the Water System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

“President” means the President of the City Council of the City or his or her successor in functions, if any.

“Project Fund” means the special fund designated as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Project Fund” created pursuant to Section 401 hereof.

“Purchaser” means Flagstar Public Funding Corp., as the initial Purchaser of the Bonds.

“Rebate Fund” means the special fund designated as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Rebate Fund” created pursuant to Section 509 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Special Record Date” means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

“State” means the State of Colorado.

“Subordinate Securities” means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

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

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Water Enterprise Fund” means the special fund maintained by the City and designated as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

“Water System” means the City’s system for the collection, treatment and discharge of water and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities.

“2010 CWRPDA Loan” means the loan agreement between the City and the Colorado Water Resources and Power Development Authority dated February 2, 2010.

“2016 CWRPDA Loan” means the loan agreement between the City and the Colorado Water Resources and Power Development Authority dated November 17, 2016.

“2017 CWCB Loan” means the loan contract number 2017-916 between the City and the Colorado Water Conservation Board relating to the Hallenbeck Reservoir No. 1 Project.

“2021 CWCB Loan/Purdy Mesa” means the loan contract no. CT2021-2857 between the City and the Colorado Water Conservation Board relating to the Purdy Mesa Project.

“2021 CWCB Loan/Carson Reservoir” means the loan contract No. CT2021-3110 between the City and the Colorado Water Conservation Board relating to the Carson Reservoir Dam Rehabilitation Project.

“2022 CWCB Loan” means the loan contract No. CT2023-0568 between the City and the Colorado Water Conservation Board relating to the Kannah Creek Project.

**Section 102. Parties Interested Herein.** Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

**Section 103. Ratification; Approval of Documents.** All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

**Section 104. Repealer.** All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

**Section 105. Severability.** If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or

unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

**Section 106. Ordinance Irrepealable.** After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

**Section 107. Conclusive Recitals.** Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

**Section 108. Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

## ARTICLE II

### DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

**Section 201. Authorization.** The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the President, the City Manager or the Chief Financial Officer, subject to the parameters and restrictions contained in this Ordinance.

**Section 202. Bonds Equally Secured.** The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or



maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

**Section 203. Special Obligations.** All of the Bond Requirements of the Bonds shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds may not look to any general or other fund for the payment of the Bond Requirements, except the herein designated special funds pledged therefor; the Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds as herein provided.

**Section 204. Character of Agreement.** None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

**Section 205. No Pledge of Property.** The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

**Section 206. No Recourse Against Officers and Agents.** No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

**Section 207. Authorization of the Project.** The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

**Section 208. Enterprise Status.** The Council, on behalf of the City, hereby confirms its determination that the Water System is an “enterprise” for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

**Section 209. Sale of Bonds.** The Bonds shall be sold by private placement to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the President, the City Manager or the Chief Financial Officer the authority to accept a term sheet or proposal from the Purchaser, and to execute such proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

**Section 210. Paying Agent Agreement.** The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days’ prior written notice to the City. The City may remove the Paying Agent upon 30 days’ prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person’s address last shown on the registration records maintained by the Paying Agent or by electronic means. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

**Section 211. Other Related Documents.** The forms, terms and provisions of, and the performance by the City of its obligations under the Paying Agent Agreement, are hereby approved, and the President or President Pro Tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The President, the City Manager or the Chief Financial Officer are hereby independently authorized to execute and deliver the Sale Certificate. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

**Section 212. Election to Apply Supplemental Public Securities Act to the Bonds.**

Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the President, the City Manager or the Chief Financial Officer the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) Interest Rate. The rate of interest to be borne by the Bond, provided that the Bond shall not bear interest at a rate in excess of 6.00%, provided, however, that in an Event of Default the Bond shall bear interest at the Default Rate.

(ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.

(iii) Purchase Price. The price at which the Bonds will be sold to the Purchaser, provided that the purchase price of the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$6,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$400,000 and the maximum total repayment cost shall not exceed \$8,500,000.

(vi) Term of the Bonds. The Bonds shall not mature later than November 1, 2046.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

Such determinations shall be evidenced by the Sale Certificate signed by the President, the City Manager or the Chief Financial Officer dated the date of the sale of the Bonds or the Closing

Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

**Section 213. Useful Life of the Project.** The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III  
AUTHORIZATION, TERMS, EXECUTION AND  
ISSUANCE OF BONDS

**Section 301. Bond Details.**

A. Basic Provisions. The Bonds shall be registered in the name of the Purchaser and shall not be registered in book-entry form. When the Bonds have been duly executed by appropriate City officers and authenticated by the Paying Agent, the City shall cause the Bonds to be delivered as directed by the Purchaser on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Purchaser shall direct and shall initially be registered in such name or names as the Purchaser shall direct. The Bonds shall mature on November 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated as set forth in the Sale Certificate, payable semiannually on each May 1 and November 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at maturity or upon prior redemption thereof at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owner of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special

Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make mandatory sinking fund redemption payments and payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender (if required) at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

So long as the Purchaser is the sole owner of 100% of the Bonds, the Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive mandatory sinking fund payments in accordance with Section 402 hereof, but shall be required to surrender such Bond on the final maturity date or upon prior redemption in accordance with Section 401 hereof to receive such principal payment..

**Section 302. Execution of Bonds.** The Bonds shall be executed in the name of the City by the manual or facsimile signature of the President, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the President and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

**Section 303. Authentication Certificate.** The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered

hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

**Section 304. Registration and Payment.** The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. The Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

**Section 305. Transfer and Exchange.** Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such

notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

**Section 306. Bond Replacement.** Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

**Section 307. Bond Cancellation.** Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

**Section 308. Bond Form.** Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or



appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF MESA  
CITY OF GRAND JUNCTION, COLORADO  
WATER ENTERPRISE REVENUE BOND  
SERIES 2026

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>DATED AS OF</u> | <u>CUSIP</u> |
|----------------------|----------------------|--------------------|--------------|
| _____ %              | November 1, 20__     | [Date of Delivery] | N/A          |

REGISTERED OWNER: [PURCHASER]

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Grand Junction (the “City”), in Mesa County, Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on May 1 and November 1 in each year, beginning on [May 1, 2026], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on March 4, 2026 (the “Ordinance”). This is one of an authorized series of bonds issued under the Ordinance (the “Bonds”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no

longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026” in the aggregate principal amount of \$6,000,000 (the “Bonds”). The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Water System (the “Project”).

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its President, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By \_\_\_\_\_ (Facsimile Signature)  
PRESIDENT

(FACSIMILE SEAL)

Attest:

By \_\_\_\_\_ (For Facsimile Signature)  
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

Date of Authentication and Registration: \_\_\_\_\_

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

\_\_\_\_\_

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security or other tax  
identification number of  
transferee:

\_\_\_\_\_

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

## PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

| <u>Date of<br/>Prepayment</u> | <u>Principal<br/>Prepaid</u> | Signature of<br>Authorized<br>Representative<br>_____ |
|-------------------------------|------------------------------|-------------------------------------------------------|
| _____                         | _____                        | _____                                                 |
| _____                         | _____                        | _____                                                 |
| _____                         | _____                        | _____                                                 |
| _____                         | _____                        | _____                                                 |

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

**Section 309. Optional Redemption and Extraordinary Redemption.** The Bonds will be subject to redemption and extraordinary optional redemption, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

**Section 310. Mandatory Sinking Fund Redemption.** The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next November 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

*So long as the Purchaser is the sole owner of 100% of the Bonds, the Purchaser shall not be required to surrender the Bonds to the Paying Agent to receive payment in connection with a*



*mandatory sinking fund redemption, but shall be required to surrender such Bond on the final maturity date thereof to receive payment of the final principal payment thereof.*

**Section 311. Partial Redemption.** In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

**Section 312. Notice of Prior Redemption.** Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price

of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

**Section 313. Bonds Owned by the City.** Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

**Section 314. No Partial Redemption After Default.** Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

#### ARTICLE IV

##### USE OF BOND PROCEEDS AND OTHER MONEYS

**Section 401. Disposition of Bond Proceeds.**

A. The proceeds of the Bonds, upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Costs of Issuance Fund.”

(ii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Project Fund.” Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

**Section 402. Payment of Expenses.** Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City

may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

**Section 403. Completion of Project.** When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Chief Financial Officer, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, and (b) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Chief Financial Officer by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

**Section 404. Lien on Bond Proceeds.** Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

**Section 405. Purchaser Not Responsible.** The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

## ARTICLE V

### ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

**Section 501. Pledge Securing Bonds.** Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Water System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts

to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

**Section 502. Water Enterprise Fund Deposits.** So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the “City of Grand Junction, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

**Section 503. Administration of Water Enterprise Fund.** So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds or any Parity Bonds, the following payments shall be made from the Water Enterprise Fund, as provided in Sections 504 through 511 hereof.

**Section 504. Operation and Maintenance Expenses.** First, as a first charge on the Water Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they

shall be promptly paid. Any surplus remaining in the Water Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Water Enterprise Fund as herein provided.

**Section 505. Bond Fund Payments.** Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026, Bond Fund,” the following amounts:

A. Interest Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

**Section 506. Reserved.**

**Section 507. Termination of Deposits.** No payment need be made into the Bond Fund if the amount in the Bond total a sum at least sufficient so that all Outstanding Bonds are deemed

to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Water System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Chief Financial Officer.

**Section 508. Reserved.**

**Section 509. Rebate Fund.** Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Grand Junction, Colorado, Water Enterprise Revenue Bonds, Series 2026 Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Water Enterprise Fund.

**Section 510. Payment of Subordinate Securities.** Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Water Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for

such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

**Section 511. Use of Remaining Revenues.** After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in the Water Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Water System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

## ARTICLE VI

### GENERAL ADMINISTRATION

**Section 601. Administration of Accounts.** The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

**Section 602. Places and Times of Deposits.** Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

**Section 603. Investment of Moneys.** Any moneys in the Project Fund, the Water Enterprise Fund, the Bond Fund, and the Rebate Fund that are not needed for immediate use shall

be invested or reinvested by the Chief Financial Officer in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Chief Financial Officer at the time of such investment or reinvestment; provided that collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

**Section 604. Accounting for Investments.** The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be charged or debited to such fund.

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

**Section 605. Redemption or Sale of Investment Securities.** The Chief Financial Officer shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Chief Financial Officer nor any other officer or employee



of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

**Section 606. Character of Funds.** The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

**Section 607. Payment of Bond Requirements.** The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

## ARTICLE VII

### SECURITIES LIENS AND ADDITIONAL SECURITIES

**Section 701. Lien of Bonds.** The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds.

**Section 702. Equality of Bonds.** The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, and the Bond Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys required to be on deposit

therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

**Section 703. Issuance of Parity Bonds.** Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances.

B. Historic Earnings Test. The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of 110% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional Parity Bonds proposed to be issued.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Chief Financial Officer, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Chief Financial Officer estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Water System as estimated by the Chief Financial Officer that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Chief Financial Officer may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Chief Financial Officer also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

**Section 704. Certification of Revenues.** A written certificate or written opinion by the Chief Financial Officer that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

**Section 705. Subordinate Securities Permitted.** Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

**Section 706. Superior Securities Prohibited.** Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

**Section 707. Use of Proceeds.** The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

**Section 708. Issuance of Refunding Securities.** The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII  
PROTECTIVE COVENANTS

**Section 801. General.** The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

**Section 802. Performance of Duties.** The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Water System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Water System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

**Section 803. Contractual Obligations.** The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Water System, or any combination thereof, with any other Persons.

**Section 804. Further Assurances.** At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

**Section 805. Conditions Precedent.** Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

**Section 806. Efficient Operation and Maintenance.** The City shall at all times operate the Water System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Water System shall be reasonable and proper.

**Section 807. Rules, Regulations and Other Details.** The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Water System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Water System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

**Section 808. Payment of Governmental Charges.** The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Water System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Water System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Water System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this

Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Water System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

**Section 809. Protection of Security.** The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues might be prejudicially and materially impaired or diminished.

**Section 810. Prompt Payment of Bonds.** The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

**Section 811. Use of Bond Fund.** The Bond Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

**Section 812. Other Liens.** Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Water System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

**Section 813. Corporate Existence.** The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Water System and

to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

**Section 814. Disposal of Water System Prohibited.** Except for the use of the Water System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Water System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Water System or to any useful part thereof, including any property necessary to the operation and use of the Water System and the lands and interests in lands comprising the sites of the Water System, except as provided in Section 815 hereof.

**Section 815. Disposal of Unnecessary Property.** The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Water System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Water System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Water Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Water System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Water Enterprise Fund.

**Section 816. Competing Water System.** So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

**Section 817. Loss From Condemnation.** If any part of the Water System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Water Enterprise Fund or into a capital improvement account pertaining to the Water System for the purposes thereof, or, applied to the redemption of



the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

**Section 818. Employment of Management Engineers.** If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Water System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

**Section 819. Budgets.** The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Water System. A copy of such budget shall be provided to the Purchaser within 30 days of adoption.

**Section 820. Reasonable and Adequate Charges.** While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Water System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Water System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

**Section 821. Adequacy and Applicability of Charges.** There shall be charged against users of service pertaining to and users of the Water System, except as provided by Section 822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Water System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. **Operation and Maintenance Expenses.** An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 110% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

**Section 822. Limitations Upon Free Service.** No free service or facilities shall be furnished by the Water System, except that if the City elects to use for City purposes any water facilities, or other services and facilities provided by the Water System or otherwise to use the Water System or any part thereof, the City is not required to pay for such use.

**Section 823. Levy of Charges.** The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Water System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Water System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

**Section 824. Collection of Charges.** The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Water System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Water System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

**Section 825. Procedure for Collecting Charges.** All bills for water services and all other services or facilities furnished or served by or through the Water System shall be rendered

to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

**Section 826. Maintenance of Records.** So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Water System shall be kept by the City, separate and apart from all other records and accounts.

**Section 827. Audits Required.** The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Water System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

**Section 828. Accounting Principles.** Water System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Water System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

**Section 829. Insurance and Reconstruction.** Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Water System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Water System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water Enterprise Fund by the City as revenues derived from the operation of the Water System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Water Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

**Section 830. Federal Income Tax Exemption.** The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (a) would cause the interest on the Bonds to lose its excludability from gross income for federal income tax purposes under Section 103 of the Code, (b) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (c) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

## ARTICLE IX

### PRIVILEGES, RIGHTS AND REMEDIES

**Section 901. Owners' Remedies.** Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

**Section 902. Right to Enforce Payment.** Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

**Section 903. Events of Default.** Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred

pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an “event of default,” as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Water System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Water System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Water System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to the City specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

**Section 904. Remedies for Defaults.** Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds

then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Upon the declaration of an Event of Default, the Bonds shall bear interest at the Default Rate.

**Section 905. Receiver's Rights and Privileges.** Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Water System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

**Section 906. Rights and Privileges Cumulative.** The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

**Section 907. Duties upon Defaults.** Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Water System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

## ARTICLE X

### AMENDMENT OF ORDINANCE

**Section 1001. Privilege of Amendments.**

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, and the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

- (1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- (2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- (3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Water System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) to provide for the appointment of a new Paying Agent;

(4) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(5) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

**Section 1002. Notice of Amendment.** Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection.

**Section 1003. Time for Amendment.** If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such



notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

**Section 1004. Binding Consent to Amendment.** If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

**Section 1005. Time Consent Binding.** Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

**Section 1006. Unanimous Consent.** Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given as provided in

Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

**Section 1007. Exclusion of City's Bonds.** At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Chief Financial Officer, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

**Section 1008. Notation on Bonds.** Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

**Section 1009. Proof of Instruments and Bonds.** The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

## ARTICLE XI - RESERVED

ARTICLE XII  
MISCELLANEOUS

**Section 1201. Defeasance.** If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 313 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed

for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

**Section 1202. Delegated Powers.** The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder; and

C. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

**Section 1203. Evidence of Bond Owners.** Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof

of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Manager or Chief Financial Officer, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

**Section 1204. Parties Interested Herein.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Surety Provider and the Owners of the Bonds.

**Section 1205. Notices.** Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in

writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501  
Attention: Chief Financial Officer

If to the Paying Agent at:

Zions Bancorporation, National Association  
7222 E. Layton Ave.  
Denver, Colorado 80237  
Attention: Corporate Trust and Escrow Services

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 1206. Business Days.** If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

**Section 1207. Effective Date.** This Ordinance shall be in full force and effect 30 days after final publication.

**Section 1208. Disposition of Ordinance.** This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President and City Clerk, and by the certificate \_\_\_\_\_ of \_\_\_\_\_ publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED  
IN PAMPHLET FORM THIS 18TH DAY OF FEBRUARY, 2026.

CITY OF GRAND JUNCTION, COLORADO

---

Cody Kennedy, President of the City Council

Attest:

---

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED  
PUBLISHED IN PAMPHLET FORM THIS 4th DAY OF MARCH, 2026.

CITY OF GRAND JUNCTION, COLORADO

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Cody Kennedy, President of the City Council

Attest:

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Selestina Sandoval, City Clerk

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

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on February 18, 2026 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on March 4, 2026, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of February 18, 2026, an affirmative vote of a majority of the members of the City Council as follows:

| <u>City Councilmember</u>         | <u>Voting<br/>“Aye”</u> | <u>Voting<br/>“Nay”</u> | <u>Absent</u> | <u>Abstaining</u> |
|-----------------------------------|-------------------------|-------------------------|---------------|-------------------|
| Cody Kennedy, President           |                         |                         |               |                   |
| Laurel Lutz, President Pro Tem    |                         |                         |               |                   |
| Robert Ballard, District E        |                         |                         |               |                   |
| Jason Nguyen, District B          |                         |                         |               |                   |
| Anna Stout, District C            |                         |                         |               |                   |
| Ben Van Dyke, District at Large   |                         |                         |               |                   |
| Scott Beilfuss, District at Large |                         |                         |               |                   |

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of March 4, 2026, by an affirmative vote of a majority of the members of the City Council as follows:



| <u>City Councilmember</u>         | <u>Voting</u><br><u>“Aye”</u> | <u>Voting</u><br><u>“Nay”</u> | <u>Absent</u> | <u>Abstaining</u> |
|-----------------------------------|-------------------------------|-------------------------------|---------------|-------------------|
| Cody Kennedy, President           |                               |                               |               |                   |
| Laurel Lutz, President Pro Tem    |                               |                               |               |                   |
| Robert Ballard, District E        |                               |                               |               |                   |
| Jason Nguyen, District B          |                               |                               |               |                   |
| Anna Stout, District C            |                               |                               |               |                   |
| Ben Van Dyke, District at Large   |                               |                               |               |                   |
| Scott Beilfuss, District at Large |                               |                               |               |                   |

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

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of February 18, 2026, and March 4, 2026, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on February \_\_, 2026, and March \_\_, 2026, as required by the City Charter. Notice of the hearing on the Ordinance was published on \_\_\_\_\_. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this \_\_\_\_ day of March, 2026.

---

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of February 18, 2026 and March 4, 2026)

EXHIBIT B

(Attach Affidavits of Publication)

EXHIBIT C

(Affidavit of Publication after Second Reading)



## Grand Junction City Council

### Regular Session

Item #2.a.iii.

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**Meeting Date:** February 18, 2026  
**Presented By:** Thomas Lloyd, Planning Manager  
**Department:** Community Development  
**Submitted By:** Thomas Lloyd, Planning Manager

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for March 4, 2026

#### **RECOMMENDATION:**

The Planning Commission heard this request at the January 13, 2026 meeting and voted (5-0) to recommend approval of the Staff-Prepared Alternative.

#### **EXECUTIVE SUMMARY:**

The Housing Affordability Code Task Force (HACTF) initially provided a recommendation to staff under a previous process. This resulted in staff putting forward an alternative to the HACTF recommendation that provided targeted amendments to Pedestrian Connections that reformat and simplify the requirements, removing subjective language in the current code, and increasing opportunities for design flexibility. This item was originally scheduled for a first reading on February 4, 2026, at which the City Council postponed the item so that it could go through a newly determined process that includes a discussion between staff and the HACTF prior to recommendations going to Planning Commission and City Council. Since the item had already gone through the Planning Commission process it was brought to the HACTF at the February 5 committee meeting for a discussion on the staff alternative. The HACTF and staff discussed the staff alternative and the HACTF is supportive of staff's alternative. A letter of support from the HACTF is attached. The Staff report included with this agenda item was written under an earlier process where it shows the HACTF recommendation does not meet the criteria and staff's alternative has met the criteria. This process, as mentioned earlier, has changed with the HACTF; however, the HACTF and staff agreed to bring this back to Council supporting staff's alternative rather than re-writing the staff report or altering the HACTF recommendation.

The Housing Affordability Committee Task Force (HACTF) recommends amendments to §21.05.020(e)(8) of the Pedestrian Access requirement intended to reduce development costs and increase site design flexibility. The proposal would change pedestrian access requirements and remove design standards for pedestrian access requirements. The HACTF recommendation proposed revisions to §21.05.020(e)(8) to require pedestrian access only for “non-industrial zoned” development (exclusive of single-unit detached or duplex dwellings). Further, it proposes to eliminate language regarding the design and location of sidewalks and also make the requirement a four-foot instead of a six-foot wide connection. In addition, the recommendation proposes removing more prescriptive design requirements for pedestrian connections as well as crossings that are not able to meet the pedestrian connection requirement between the principal building and the public street.

Overall, the HACTF recommendation retains limited pedestrian connection requirements for non-industrial properties. Staff supports the goal of providing more flexibility in the way the design and location of pedestrian connections to and through a site. However, staff identified a way to achieve the key elements of the HACTF recommendation while adding clarifying language and removing subjectivity in the current code language.

As an alternative to the HACTF recommendation, staff proposes targeted amendments to Pedestrian Connections that reformat and simplify the requirements, remove subjective language, and increase opportunities for design flexibility. Of note, at the Planning Commission meeting on January 13th, 2026, representatives from the HACTF committee expressed support of staff's recommended alternative.

Subsequent to the Planning Commission hearing, staff reviewed the proposed text amendment and is recommending an additional edit to the draft ordinance. This edit clarifies (and adds) an exemption for Industrial Uses in addition to projects within Industrial Zone Districts. The Industrial Use category includes specific uses such as mini-warehouses (mini-storage), outdoor storage, light industrial, mining and extraction, etc. Staff believes this more clearly aligns with the intent of the HACTF, though not consistent with their formal Recommendation Form.

The proposed revisions are attached to this staff report and incorporated in the draft ordinance. While this staff report still includes the previous analysis of the original HACTF proposal under the previous process since the report has gone through the Planning Commission process and to the City Council February 4 prior to being postponed, the staff alternative is what City Council is being asked to consider with support from both staff and the HACTF.

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

The Housing Affordability Committee Task Force (HACTF) recommends amendments to §21.05.020(e)(8) of the Pedestrian Access requirement intended to reduce development costs and increase site design flexibility. The proposal would change pedestrian connection requirements and remove design standards for pedestrian

connection requirements.

The HACTF recommendation would revise §21.05.020(e)(8) to only require pedestrian access for “non-industrial zoned” development (exclusive of single-unit detached or duplex dwellings). Further, it would eliminate language regarding sidewalks and also make the requirement a four-feet instead of a six-feet wide connection, keeping it consistent with ADA requirements.

In addition, the proposal would also remove more prescriptive design requirements for pedestrian connections as well as crossings that are not able to meet the pedestrian connection requirement between the principal building and the public street.

Overall, the HACTF recommendation retains limited pedestrian connection requirements for non-industrial properties. Staff supports the goal of providing more flexibility in the way that new development achieves pedestrian connections. However, staff finds that the HACTF recommendation, as proposed, removes standards too broadly and could be done in a more efficient and succinct way while still retaining what’s important. Staff also believes it is important to remove subjective language from the requirement to make it more objective.

### **STAFF-PREPARED ALTERNATIVE**

In response to the HACTF recommendation, staff proposes targeted amendments to the Pedestrian Connection language in §21.05.020(e)(8) that reformats the requirements and removes subjective and more prescriptive language, while still seeking to accomplish the same goal. Staff has also introduced language that would also provide an exception to Industrial Uses as listed in Table 21.04-1: Principal Use Table.

The staff-prepared amendment revises §21.05.020(e)(8) to establish clear, proportional pedestrian connections for residential and nonresidential development, exclusive of industrial zone district property. After further discussion between staff members following the Planning Commission meeting, staff felt that there was further value in including Industrial Uses as listed in the principal use table as part of this proposed language. The reasoning behind this being that more intensive industrial uses do not generate the same amount of pedestrian traffic that commercial and residential uses do.

Collectively, these revisions would substantially reduce the number of prescriptive location and design standards, clarify the application of remaining provisions, and improve the overall organization and usability of §21.05.020(e)(8).

### **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

### **ANALYSIS**



## **HACTF Recommendation**

The following analysis evaluates the HACTF recommendation against the approval criteria set forth in Section 21.02.050(d) of the Zoning and Development Code. Pursuant to this section, the City may approve a text amendment to the Code if the applicant demonstrates, through substantial evidence, that each of the following criteria is satisfied:

### **(A) Consistency with Comprehensive Plan**

The HACTF recommendation is intended to reduce regulatory barriers and development costs in support of housing affordability objectives. The Comprehensive Plan defines affordability broadly, including the reduction of indirect costs associated with development and the efficient use of land and infrastructure.

The Comprehensive Plan places consistent emphasis on goals such as walkable neighborhoods, complete streets and connected networks, and equitable access for all modes of transportation to services and destinations.

The proposed amendment does not advance these goals and, in practice, may work against them. By allowing fewer required pedestrian connections or permitting exceptions without clear, objective criteria, the amendment risks creating isolated developments that do not prioritize community integration. This outcome is inconsistent with the Plan's vision of a connected, inclusive, and accessible city.

Furthermore, the Comprehensive Plan explicitly calls for land use and development regulations to implement its mobility and placemaking strategies. Weakening pedestrian access requirements shifts implementation away from these adopted policies and places greater reliance on discretionary decision-making, which the Plan cautions against.

Staff does not find this criterion has been met.

### **(B) Consistency with Zoning and Development Code Standards**

The Zoning and Development Code places a strong emphasis on connectivity, walkability, and multimodal access as fundamental elements of good urban design. By reducing, weakening, or introducing broader discretion into required pedestrian access standards, the proposed amendment undermines these core principles. Rather than reinforcing predictable, citywide expectations for pedestrian circulation, the amendment introduces ambiguity that allows pedestrian connectivity to become optional or secondary to site design preferences.

This shift conflicts with the Code's intent to ensure that pedestrian infrastructure is treated as essential public-serving infrastructure, comparable in importance to vehicular access, utilities, and safety features. As a result, the amendment represents a departure from the code and its design standards.

For these reasons, the HACTF recommendation does not maintain consistency with the structure, purpose, or integrated multi-modal framework of the Zoning and Development Code.

Finally, the amendment reduces predictability in how pedestrian access standards are applied across development types and locations. Increased discretion and reduced minimum requirements can lead to inconsistent outcomes, particularly when the standards provided are more subjective rather than objective. This can also make it more difficult to administer the code. This runs counter to both the Zoning and Development Code's purpose of providing clear, objective standards and the Comprehensive Plan's emphasis on equitable access.

Staff does not find this criterion has been met.

### **(C) Specific Reasons**

The proposed Code Text Amendment shall meet at least one of the following specific reasons:

*a. To address trends in development or regulatory practices;*

The proposed amendment does not respond to identifiable trends in development or evolving regulatory practices. Contemporary planning and development trends at the local, regional, and national levels increasingly emphasize walkability, multimodal connectivity, and complete pedestrian networks as essential components of sustainable development. Regulatory best practices continue to move toward stronger, more objective pedestrian access requirements rather than discretionary standards.

*b. To expand, modify, or add requirements for development in general or to address specific development issues;*

Text amendments intended to expand, modify, or add development requirements should address a clearly identified development issue and result in improved development outcomes. The proposed amendment does not meet this standard. Rather than strengthening or refining pedestrian access requirements to resolve specific deficiencies, the amendment reduces baseline expectations without objective standards.

*c. To add, modify or expand zone districts; or*

Not applicable.

*d. To clarify or modify procedures for processing development applications.*

Not applicable.

Staff finds this criterion has not been met.

## **ANALYSIS**

### **Staff-Prepared Alternative**

The following analysis evaluates the staff-prepared alternative against the approval criteria set forth in Section 21.02.050(d) of the Zoning and Development Code.

Pursuant to this section, the City may approve a text amendment to the Code if the applicant demonstrates, through substantial evidence, that each of the following criteria is satisfied:

#### **(A) Consistency with Comprehensive Plan**

The Comprehensive Plan emphasizes creating complete, walkable neighborhoods where residents can safely and conveniently move between buildings, streets, and destinations. Requiring pedestrian connections from principal building entrances to abutting sidewalks, streets, parking areas, transit facilities, and Active Transportation Corridors ensures that new development contributes to a continuous and interconnected pedestrian network rather than isolated sites. This supports the Plan's vision of cohesive development patterns that function as part of the broader community, not as standalone projects.

The Comprehensive Plan places strong emphasis on providing viable alternatives to automobile travel, including walking and transit. By explicitly requiring connections to transit facilities and Active Transportation Corridors, the proposed language reinforces the Plan's multimodal transportation strategy. These standards make walking a practical and intuitive option for daily trips, thereby supporting reduced vehicle reliance and improved transportation choice.

The Comprehensive Plan prioritizes safe and comfortable pedestrian environments for users of all ages and abilities. The crossing design requirements require durable construction materials, visible crossings through vehicular areas, and the use of curb extensions to minimize crossing distances. This directly aligns with safety objectives in the comprehensive plan. These elements reflect best practices endorsed by the Comprehensive Plan for reducing conflict points between vehicles and pedestrians and improving overall accessibility.

Encouraging active transportation is a key Comprehensive Plan strategy for improving public health and quality of life. Clearly defined, visible, and accessible pedestrian connections make walking more appealing and intuitive, supporting the Plan's goals related to physical activity, environmental sustainability, and community well-being. The requirement to connect to Active Transportation Corridors further strengthens this alignment by extending the reach and usability of the City's active transportation network.

Finally, the Comprehensive Plan calls for implementation tools that provide clarity and consistency while advancing long-term policy goals. The proposed pedestrian circulation language translates high-level Plan principles into objective, measurable development standards. This ensures predictable outcomes, fair application across projects, and consistent implementation of the Plan's walkability and connectivity objectives.

Staff finds this criterion has been met.

**(B) Consistency with Zoning and Development Code Standards**

The zoning and development code requires developments to provide safe, convenient, and direct pedestrian circulation between buildings, public rights-of-way, parking areas, and transit facilities. The proposed language maintains this framework by requiring pedestrian connections from the principal building's main entrances to abutting sidewalks, streets, parking areas, transit facilities, and Active Transportation Corridors. This mirrors existing Code expectations that pedestrian movement be accommodated as a fundamental site design element rather than an afterthought.

The zoning and development code emphasizes connectivity both within sites and between adjacent properties and public infrastructure. By explicitly requiring connections to abutting sidewalks and Active Transportation Corridors, the proposed language is consistent with the Code's broader connectivity objectives and reinforces the intent to integrate private development into the City's larger pedestrian and transportation network. This approach reflects long-standing principles that developments should function as part of an interconnected urban system.

While the modified language goes from the existing 6-foot requirement to 4-foot, 4-foot wide connections are consistent with ADA requirements and gives more flexibility for more constrained sites. The code also includes multiple provisions aimed at minimizing conflicts between pedestrians and vehicles through site layout and design. The proposed requirements for enhanced visibility when pedestrian connections cross vehicular areas: using contrasting materials, colors, or texture are consistent with these standards and reinforce existing safety-focused design expectations. Similarly, the use of curb extensions to minimize crossing distance aligns with established Code strategies to improve pedestrian safety and reduce exposure to vehicular traffic.

The proposed applicability section follows the zoning and development code's established structure by clearly identifying when the standards apply and by excluding industrial zoning districts and single-unit detached or duplex dwellings. This mirrors how existing Code standards are tailored based on development type, intensity, and anticipated pedestrian demand, ensuring that the requirements remain proportional and context sensitive.

Overall, the proposed pedestrian connection language does not introduce a new regulatory concept but clarifies and consolidates pedestrian circulation expectations already established in the code. By organizing these requirements into a clear, concise, and objective standard, the amendment improves usability and predictability while remaining consistent with the Code's long-standing intent to prioritize safe, connected, and functional pedestrian environments.

Staff finds this criterion has been met.

### **(C) Specific Reasons**

The proposed Code Text Amendment shall meet at least one of the following specific reasons:

*a. To address trends in development or regulatory practices;*

The proposed pedestrian connection language reflects and responds to current trends in both development practice and land-use regulation, particularly those focused on walkability, safety, and multimodal integration. A key trend in development regulation is the movement away from auto-oriented site design toward walkable, human-scaled environments. The proposed language requires direct pedestrian connections from primary building entrances to sidewalks, streets, parking areas, and transit facilities, reinforcing the expectation that pedestrian access is treated as essential infrastructure rather than a secondary amenity.

Current regulatory practice increasingly prioritizes coordination between land use and transportation systems. By explicitly requiring connections to transit facilities and Active Transportation Corridors, the proposed language aligns with national and regional trends that support multimodal access. This integration reflects best practices seen in contemporary zoning codes that emphasize transportation choice and network connectivity. The proposed requirements for visible pedestrian crossings across vehicular areas and the use of curb extensions to shorten crossing distances directly reflect this trend. These techniques are widely recognized in current planning and engineering guidance as effective tools for improving pedestrian safety and comfort. Regulatory practices are trending towards clear, objective design standards that improve consistency and ease of administration. The proposed language reduces ambiguity in interpretation and enforcement. This approach aligns with best practices in zoning reform that seek to streamline development review while still achieving the goals of the comprehensive plan.

*b. To expand, modify, or add requirements for development in general or to address specific development issues;*

Staff has received feedback from members of the development community as well as the HACTF regarding the difficulty of implementing the current pedestrian connection requirement. This amendment makes the connection requirement less prescriptive, providing more flexibility in how pedestrian connection is achieved. This amendment also provides more objective criteria than the HACTF's recommendation, ensuring more predictability when it comes to designing pedestrian connections and more consistency in the application of the code language when administering it.

*c. To add, modify or expand zone districts; or*

Not applicable.

*d. To clarify or modify procedures for processing development applications.*

Not applicable.  
Staff finds this criterion has been met.

### **FINDING OF FACT AND RECOMMENDATION**

After reviewing the proposed amendments, the following findings of fact have been made:

#### **HACTF Recommendation**

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the Housing Affordability Committee Task Force recommendation to amend pedestrian connections is not consistent with the Comprehensive Plan, is not consistent with the Zoning and Development Code standards, and does not meet at least one of the specific reasons required for approval of a Code Text Amendment.

#### **Staff-Prepared Alternative**

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the staff-prepared alternative amendments to Title 21 are consistent with the Comprehensive Plan, are consistent with the Zoning and Development Code standards, and meets at least one of the specific reasons outlined for approval of a Code Text Amendment.

The Planning Commission voted (5-0) to recommend approval of the Staff-Prepared Alternative.

#### **FISCAL IMPACT:**

There is no direct fiscal impact associated with this request.

#### **SUGGESTED MOTION:**

I move to introduce an Ordinance Amending Section 21.05.020 of the Zoning and Development Code Regarding Pedestrian Access and Setting a Public Hearing for March 4, 2026

#### **Attachments**

1. Exhibit 1. HACTF Recommendation No. 7 Pedestrian Access
2. Planning Commission Minutes - 2026 - January 13
3. HACTF Letter of Support
4. 26.0106 Pedestrian Access Ordinance

## Connecting Commercial and Industrial Code Amendments to Housing Affordability

### 1. The Broader Definition of 'Affordability' in Grand Junction

The Grand Junction Housing Strategy (Resolution 74-24) defines affordability broadly—not just as reducing direct housing costs, but also as removing regulatory and procedural barriers, and fiscal cost shift that increase total development costs that are ultimately borne by home buyers and renters.

The strategy specifically encourages changes that reduce fiscal cost burden, improve land-use efficiency, streamline development approvals, and reduce indirect costs that affect the overall cost of housing. Therefore, even amendments to commercial or industrial codes can play a meaningful role in achieving housing affordability goals.

### 2. How Each Proposed Code Amendment Supports Housing Affordability

#### Drive-Through Standards (§21.04.040(E)(2))

In Grand Junction, sales and use taxes from retail development are the largest source of the City's operating revenues. Sales and use taxes are the primary source of the City's General Fund which supports the core city functions and capital improvement projects that underpin the development of housing.

Returning primary function to retail drive-through will maintain the sales tax revenue that is necessary to support public infrastructure and services that are necessary for cost effective housing. Allowing drive-through retail development to continue also underpins mixed-use projects that include both retail commercial and residential components where commercial components carry a greater proportionate share of the cost of the land and infrastructure that are necessary to support housing.

Talking point: "The City of Grand Junction is discouraging small retail development through overly burdensome drive through design criteria and by doing so more infrastructure and service cost burden will be shifted to housing. Amending the zoning code to allow retail drive-through development will contribute substantially to the financial feasibility of housing development in general and attainable housing in particular."

#### Required Pedestrian Access and Bicycle Parking in Industrial Zones (§21.08.020(A–C))

While it is important to consider safety for multimodal access and circulation in high traffic settings frequented by the general public it is also important to bike and ped requirements for property uses that are not oriented toward the general public where low traffic living and work functions require design forms that don't necessitate exclusive pedestrian and bicycle design criteria that negate other primary uses by reducing valuable indoor area and interrupting on site circulation. The proposed code changes are intended to recognize bike and pedestrian use without comprising other uses. Those that are using property should be



able to design them to serve the function of residential and non-residential tenants alike to derive the highest and best property use at the lowest possible cost.

The imposition of exclusive pedestrian access and specific indoor bike storage requirements on non-retail commercial and industrial zoned properties limits their functional efficiency and the resultant lack of usable space and hindered site circulation from these requirements ultimately reduces business expansion and the resultant wage growth that is a primary component of housing affordability.

In addition to maintaining employment growth, it is important to understand that residential builders and contractors, and their suppliers are primary users of commercial and industrial spaces and maintaining the design functionality of the spaces that builders and building material suppliers utilize ultimately reduces the construction costs that ripple into the housing market through higher material and labor prices.

Thus, it is important to recognize that the proposed zoning amendments support housing affordability both by increasing employment and maintaining the operating efficiency of housing providers.

Talking point: "Right-sizing exclusive pedestrian access and bike-parking requirements increases business expansion and wage growth to increase consumer funding for housing while improving builder and supplier operating efficiencies to reduce housing costs."

#### **Non-Structural Change of Use (§21.02.040(C)(2)(i) B)**

Amend §21.02.040(C)(2)(i)(B) to exempt non-structural change-of-use projects from Administrative Review when there are no exterior site or utility changes and the change-of-use is in the same General Use Category (Residential, Public, Commercial, Industrial) as the proceeding/historical use.

Currently a Change of Use Permit process is required whenever a property changes from a nonresidential use to a residential one, or between certain use categories—even if there are no structural modifications, site layout changes, or utility adjustments. This requirement adds time and cost to zoning compliant business expansions that could otherwise proceed under standard zoning guidelines. Just as importantly this process uses up staff resources that could be better utilized to process residential subdivision and site plan applications.

Talking point: "Reducing staff time spent reviewing zoning compliant change of uses in existing buildings will increase the pace and predictability of business expansion and resultant employment growth while allocating more staff time to expedite residential site plan subdivision applications. Expediting job and wage growth will improve consumer funds available for housing and allocating more staff time to residential projects will reduce entitlement delays to increase the rate of housing production."

### **3. Affordability Through Efficiency**

The Task Force's mission is to identify and remove regulatory barriers that make housing more expensive. Commercial and industrial efficiencies directly support that mission by



(i)

**Required Pedestrian Access.**

- (A) Each non-industrial zoned development with one or more buildings, except individual lot development of a single-unit detached or duplex dwelling, shall provide ~~reasonably-reasonable direct paved~~ pedestrian sidewalk connections from the front of principal building main entrances to abutting public streets, ~~between all principal buildings, between buildings and~~ outlying parking areas, ~~between buildings and~~ transit facilities, ~~and between the development~~ and any abutting Active Transportation Corridor.

~~(B) Pedestrian circulation shall be given equal consideration to motor vehicle traffic.~~

(ii)

**Design Requirements.**

- (i) Each pedestrian ~~sidewalk~~ connection shall be a minimum of ~~six~~ four feet wide ~~and shall be constructed of concrete~~.
- (ii) At least one pedestrian ~~sidewalk~~ connection between a principal building and an abutting street shall provide access to an existing contiguous public sidewalk allowing continuous travel to all abutting streets if available. ~~The connection shall be separated from motor vehicle areas by a curb or other physical barrier approved by the Director, except that The pedestrian connection to an abutting street may crossing cross~~ a motor vehicle area is allowed when the following standards are met for each such crossing:
- The crossing shall be as close to a perpendicular angle to the vehicular path of travel as possible.
  - ~~The crossing shall be raised to a minimum of three inches above the height of the adjacent pavement.~~
  - The crossing shall be ~~constructed of concrete~~ stripped on a polymer surface which contrasts in color and/or texture with the pavement of the motor vehicle area.
  - ~~The distance of the crossing shall be the minimum necessary. No crossing shall exceed 20 feet.~~
  - ~~Curb extensions shall be used to minimize crossing distance and maximize visibility.~~
  - ~~Vehicle turning movements shall be spaced as far as possible from the crossing.~~
  - Advance warning signage and striping shall be provided.

~~(iii) All other pedestrian sidewalk connections shall meet the following standards:~~

- ~~The connection shall be clearly visible and provide adequate lighting.~~
- ~~Where connections cross motor vehicle areas, each such crossing shall be constructed of concrete which contrasts in color and/or texture with~~

~~the pavement of the motor vehicle area.~~

~~e.h. Advance warning signage and striping shall be provided as necessary to facilitate circulation and improve public safety and awareness.~~

(9)

#### **Access.**

Site layout and access design shall minimize the number of traffic conflict points into and out of a development by defining and consolidating driveways or access points and designing shared access between/among businesses.

(Ord. 5267, 7/16/2025; Ord. 5263, 6/18/2025; Ord. No. 5250, 4/2/2025; Ord. No. 5241, 12/4/2024; Ord. No. 5228, 8/7/2024; Ord. 5190, 12/20/2023)

#### **§ 21.05.030. Parks, open space, and trails.**

(a) (Reserved)

(b)

#### **Pedestrian and Bicycle Trails.**

(1) Trails shall be constructed in accordance with applicable City standards.

(2) **Trail Construction for Transportation Impact Fee Credit.**

If a required Active Transportation Corridor is constructed for any purpose other than replacing a required sidewalk (pursuant to § 29.68.020(f) Pedestrian Facilities), then the developer/owner may request a credit for the cost of construction of the trail(s) against the project's Transportation Impact Fee in an amount not to exceed the total transportation fee. The amount of the credit will be determined by the City using established and uniform cost for labor and materials for the specific type and width of the trail(s) constructed.

(Ord. No. 5250, 4/2/2025; Ord. 5190, 12/20/2023)

#### **§ 21.05.040. Residential compatibility standards.**

(a)

#### **Purpose.**

The purpose of this section is to protect existing Residential zone districts, neighborhoods, and uses from the potentially adverse impacts arising from the development of taller or more intense structures in close proximity to residences.

(b)

#### **Applicability.**

(1) The residential compatibility standards in this subsection apply when single-unit attached of three units or more, multi-unit residential, mixed-use development, or nonresidential development is proposed adjacent to structures in an R-R, R-ER, R-1R, R-2R, RL-4, or RL-5 zone district (protected residential districts).

(2) In cases where multiple structure types are contained on the same lot, residential adjacency shall apply to the area within that lot which encompasses the protected

## GRAND JUNCTION PLANNING COMMISSION

January 13, 2026, 5:30 PM

### MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Thomas Lloyd (Planning Manager), Jessica Johnsen (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), Tim Lehrbach (Principal Planner), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 11 members of the public in attendance, and 5 virtually.

### **CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from December 23, 2025.

**2. Lowell Village Phase 2 Subdivision Extension**

**SUB-2019-687**

Consider a request by Jeremy Nelson of Grand Junction ReGeneration LLC (owner) – to extend the plat recording deadline for the Lowell Village Phase 2 Subdivision, 32 lots on 1.63 acres in an MU-3 (Mixed Use Downtown) zone district.

**3. Aspire Residential Easement Vacation**

**VAC-2025-61**

Consider a request to partially vacate a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive on a 7.10-acre parcel in an RH-24 district to accommodate the construction of three, three-story, 24-unit apartment buildings - **This item to be moved to the January 27th, 2026, Planning Commission Hearing**

*Commissioner Quintero moved to approve the Consent Agenda.*

*Commissioner Moore seconded; motion passed 5-0.*

### **REGULAR AGENDA**

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**1. Fox Grove Subdivision Annexation**

**ANX-2025-421**

Consider a request by Grand Junction Real Estate Investments, LLC to zone 4.88 acres located at 3071 E 1/2 Road from Mesa County Residential Single Family - 4 District (RSF-4) to Residential Medium 8 (RM-8) located at 3071 E 1/2 Road.

**Staff Presentation**

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Weckerly clarified that the additional exhibit being added to the record was a revision to Exhibit 6 regarding the acreage of the parcel.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public hearing was closed at 5:44 p.m. on January 13, 2026.*

### **Discussion**

### **Motion and Vote**

Commissioner Zyvan made the following motion “Madam Chair, on the Zone of Annexation request for the property located at 3071 E 1/2 Road, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report.”

*Commissioner Quintero seconded; motion passed 5-0.*

## **2. Lucky Me Center Rezone **RZN-2025-293****

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road.

### **Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Zyvan asked why the application was being considered as one item given the various zoning of the parcels being rezoned.

Chair Weckerly indicated there was a typo with the public notice and the wrong zoning was provided (a parcel presently zoned RM-8, not RM-12). Staff offered that since the typo was for the previous zoning and what was indicated was a higher density zone, it was not an issue, the City Attorney advised that the Planning Commission as the decision maker could determine if the notice was sufficient. It was clear in the notice that the request was to change to MU-2. The Planning Commission was comfortable that the notice was sufficient.

Kim Kerk with Kim Kerk Land Consulting & Development spoke on behalf of the applicant and provided a brief summary of the project.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:01 p.m. on January 13, 2026.*

Commissioner Moore read an email exchange between Gregg Palmer and Trent Prall about the adjacent intersection at 29 Rd and Patterson Rd.

*The public hearing was closed at 6:04 p.m. on January 13, 2026.*

### **Discussion**

There was no additional discussion among the Commissioners.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 5-0.*

### **3. Morelli Annexation **ANX-2025-192****

Consider a request by the Morelli Family Trust, U/A dated October 21, 2022, and Carla Morelli-Saurdiff to zone 2.56 acres from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), Located Between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101.

### **Staff Presentation**

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There were no questions for staff.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public hearing was closed at 6:09 p.m. on January 13, 2026.*

## **Discussion**

There was no additional discussion among the Commissioners.

## **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the Zone of Annexation request for the property located 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report.”

*Commissioner Zyvan seconded; motion passed 5-0.*

## **4. C ½ Road Gravel Pit CUP Extension **CUP-2021-616****

Consider a request to extend Planning Commission’s conditional approval from August 22, 2023, of a Conditional Use Permit (CUP) to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a Public, Civic, and Institutional Campus (P-2) Zone District Located at 2855 C 1/2 Road.

## **Staff Presentation**

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by the State of Colorado Department of Parks and Wildlife regarding the Riverfront Trail on the South side of the parcel.

## **Questions for Staff**

Commissioner Quintero asked when the CUP was originally issued.

Mark Austin, with Austin Civil Group, spoke on behalf of the Applicant and provided some context for the extension request.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:23 p.m. on January 13, 2026.*

There were no additional questions or comments for Staff or the Applicant.

*The public hearing was closed at 6:23 p.m. on January 13, 2026.*

## **Discussion**

Commissioner Ehlers commented that the late additions by the Colorado Division of Parks and Wildlife were refining the original approval.



Commissioners Zyvan and Quintero echoed Commissioner Ehlers comments.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the C ½ Road Gravel Pit to establish a Conditional Use Permit for a mining excavation operation, file number CUP-2021-616, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 5-0.*

### **5. Camelback Gardens ODP PLD-2023-121**

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road - **This item was moved to the January 27th, 2026, Planning Commission Hearing.**

### **6. Zoning Code Amendments – Quarter 1 2026 ZCA-2025-753**

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, Open and Undeveloped Spaces, and Service and Storage Areas in the 24 Road Corridor.

### **Staff Presentation**

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Quintero asked about the nature of the requested code amendments and if the ultimate goal was just “cleaning up” the existing code language.

Commissioner Ehlers inquired about the proposed shared driveway amendments, including fire code standards, maximum driveway width, the requirements for HOA tract dedication rather than easements, and whether that requirement would necessitate the creation of an HOA.

Chair Weckerly asked if this change would be applied retroactively to parcels that are already accessed off a shared driveway.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Moore asked why this amendment was proposed and if staff had an example for the necessity of this change regarding property ownership and shared access on shared driveways. Commissioner Ehlers continued this question and its relation to HOA creation.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Ehlers asked for clarity about the strikethroughs for storm drainage, retention, and detention ponds in GJMC 21.09.060(b)(3) and why the proposal did not reference the Storm Water Management Manual (SWMM).

Chair Weckerly asked why the stormwater detention facilities were required to be planted.

There was discussion about continuing the amendments to stormwater facilities to a future hearing.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

Henry Brown commented on the strikethrough to 21.05.050(d)(2)(ii) regarding building access and its relation to Plan Principals 5 and 6 of the Comprehensive Plan.

*The public comment period was closed at 7:10 p.m. on January 13, 2026.*

Staff responded to Mr. Brown's comments and provided context on the code amendments.

*The public hearing was closed at 7:11 p.m. on January 13, 2026.*

### **Discussion**

Commissioner Zyvan asked about ADA code.

Commissioner Moore commented that the access questions posed by Mr. Brown were discussed in previous workshops and the existing language had unforeseen constraints on development whereas the amendments provided additional flexibility.

### **Motion and Vote**

Commissioner Ehlers made a motion the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report with the exception that 21.05.020(e)(5)(ii) and 21.09.060 be remanded back to staff for further consideration.

*Commissioner Moore seconded;* There was discussion amongst the commissioners about Commissioner Ehler's motion.

Commissioner Ehlers withdrew the previous motion.



Commissioner Zyvan made the following motion: “Chair, on the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report, remanding back Section 21.09.060(b)(3) referring to storm drainage, retention, and detention ponds for further consideration by staff.”

Commissioner Quintero seconded; motion passed 4-1.

**7. Zoning Code Amendments – Bicycle Storage & Parking ZCA-2026-30**

Consider a request by the Housing Affordability Code Task Force to Amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Storage and Parking. She provided context for an additional exhibit that was submitted by John Gargas, the developer for the Aspire Residential Multiunit development.

**Staff Presentation**

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by John Gargas, the developer for the Aspire Residential Multi-unit development.

**Questions for Staff**

Commissioner Moore asked for clarification on the strikethrough for Subsection 2 of the Staff prepared alternative.

Commissioner Zyvan asked if there was a typo on the measurements in the short-term parking table. He asked what “enclosed” meant in regard to long-term bicycle parking and if it required the parking to be covered.

Members of the Housing Affordability Code Task Force (HACTF) provided some context for the request.

Commissioner Ehlers asked the applicant to summarize what was being requested by the HACTF.

Chair Weckerly noted that there were two prepared motions, and that either could be modified if the Commission so chose.

There was additional discussion regarding the long-term bicycle parking and its impact on housing affordability.

**Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

David Lehman commented that the HACTF has failed to show how reduced costs for builders would make housing more affordable and agreed with Staff's findings that the request did not meet the goals of the Comprehensive Plan.

Henry Brown noted that HACTF presented no concrete metrics or figures for the cost of long-term bicycle parking and spoke about the difference in maintenance costs related to cars vs. bicycles. He commented that the current utilization of the bike parking at the "Slate on 25 Road" was impressive given the state of the surrounding cycle infrastructure.

Mark Austin with the HACTF provided context on the differing costs of long-term bike parking that he had stated earlier.

Mike Foster with the HACTF agreed with Mr. Brown's comments on existing cycle infrastructure but argued that the parking should be added as needed once the infrastructure was in place.

McKenzie Thorn with the HACTF asked what else they would put in the bike storage and commented that the current bike storage was not used, but if it was used for something else in the future it could be a safety issue.

*The public comment period was closed at 8:41 p.m. on January 13, 2026.*

Commissioner Moore asked if the \$4800 amount that was provided was for individual lockers at the Community Recreation Center.

Staff noted that the Zoning code does not give specific amounts required for bicycle storage, only that it is required. The developer has flexibility as to the design.

*The public hearing was closed at 8:43 p.m. on January 13, 2026.*

## **Discussion**

Commissioner Ehlers reiterated the HACTFs comments that there is low utilization of the long-term bike parking at this time. He noted that the code language on providing bike parking ultimately determines who will pay for it. He disagreed with how bike parking was previously interpreted and implemented.

## **Motion and Vote**

Commissioner Ehlers made a motion to approve Staff's alternative recommendations with the removal of the amendments to long-term bike parking.

Commissioner Quintero seconded; there was discussion about how to proceed with Commissioner Ehler's motion.

Motion failed 3-2.

Commissioner Ehlers made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle

parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report.”

*Commissioner Zyvan seconded; Commissioner Moore suggested amending the motion to remand the long-term bicycle parking back to staff.*

*Staff clarified that the amended motion would leave the current code language for long-term bicycle parking.*

*Motion failed 2-3.*

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report with the exception of long-term bicycle storage being reduced to 25% of the currently required ratios outlined in Table 21.08-5.”

*There was no second on that motion.*

*Chair Weckerly indicated that there would be no further discussion or motions for this item.*

## **8. Zoning Code Amendments – Pedestrian Access ZCA-2026-31**

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pedestrian Access.

### **Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Moore asked for clarification on the “color and/or texture” requirements for pedestrian connections.

Commissioner Ehlers asked what a “curb extension” looked like in practice.

Commissioner Zyvan had questions on a previous draft of the ordinance. He asked if there was still intention to keep crossings as short as possible and away from vehicle conflicts.

Mike Foster requested that the Commission approve the Staff’s suggested amendments.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

Henry Brown voiced his support for staff's recommendations with the exception of the pedestrian crossing being exempted for industrial uses.

David Lehman echoed Henry's comments and requested the Commission approve Staff's recommendations.

*The public hearing was closed at 10:03 p.m. on January 13, 2026.*

### **Discussion**

There were no additional comments or questions from the Commission.

### **Motion and Vote**

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code concerning pedestrian access, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report regarding the Staff's alternative recommendations."

*Commissioner Ehlers seconded; motion passed 5-0.*

## **9. Zoning Code Amendments – Fee Study Update ZCA-2025-737**

Consider a request by the City of Grand Junction to Amend Section 21.02.070(11)(ii) of the Zoning and Development Code regarding Review and Update of the Fee Study.

### **Staff Presentation**

Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There were no questions for Staff.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 10:09 p.m. on January 13, 2026.*

Commissioner Zyvan asked if there were any guidelines proposed for when fees should be updated.

*The public hearing was closed at 10:12 p.m. on January 13, 2026.*

### **Discussion**

There were no additional questions or comments from the Commission.

**Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-737, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

*Commissioner Zyvan seconded; motion passed 5-0.*

**OTHER BUSINESS**

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**ADJOURNMENT**

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Commissioner Quintero made a motion to adjourn the meeting.

*The vote to adjourn was 5-0.*

The meeting adjourned at 10:14 p.m.

City of Grand Junction  
City Council  
250 N. 5th Street  
Grand Junction, CO 81501

Dear Mayor and Members of City Council,

On behalf of the Grand Junction Housing Affordability Code Task Force, I am writing to express support for the proposed changes to 21.05.020. Pedestrian Circulation.

Grand Junction is facing real housing supply and affordability challenges. Local policy must ensure that well-intended regulations do not unintentionally function as barriers to housing production. While pedestrian safety is essential, overly rigid design mandates can significantly increase development costs without delivering proportional safety improvements.

The proposed changes establish an important goal: ensuring pedestrians can move safely and directly between buildings, streets, parking areas, and transportation networks. The Housing Task Force supports this goal.

Every additional regulatory layer added to a housing project compounds cost. Even small increases in required infrastructure can translate directly into higher home prices or rents. In today's housing market, unnecessary cost burdens can determine whether projects are built at all.

Importantly, deregulation in this context does not mean lowering safety expectations. It means focusing regulations on what actually improves safety and removing requirements that primarily increase cost without clear public benefit. Grand Junction can maintain a high level of pedestrian safety while allowing flexibility in how that safety is achieved.

We encourage City Council to view pedestrian access standards through the dual lenses of safety and housing attainability. Policies should protect residents while also ensuring that regulatory structure does not unintentionally restrict housing supply or increase costs for future homeowners and renters.

Grand Junction has an opportunity to lead by demonstrating that strong safety outcomes and housing affordability can coexist when regulations are focused, efficient, and performance-based.

Thank you for your leadership and your continued work to support safe, attainable housing and responsible community growth.

Respectfully,



Kelly Maves  
Chair, Grand Junction Housing Affordability Code Task Force

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT  
CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING  
PEDESTRIAN ACCESS**

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Staff has identified items that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

**The following sections of the Zoning and Development Code (Title 21 of the  
Grand Junction Municipal Code) are amended as follows (deletions struck  
through, added language underlined):**

...

(8) Pedestrian Circulation.

(i) Applicability. This section applies to all development, excluding development within an Industrial zone district, Industrial Uses as listed in Table 21.04-1: Principal Use Table, and single-unit detached or duplex dwellings.

(ii) Required Pedestrian Connection Access.

(A) Each development with one or more buildings, ~~except individual lot development of a single-unit detached or duplex dwelling,~~ shall provide reasonably direct paved pedestrian-sidewalk connections from the front of ~~the principal building's main entrances to:~~ abutting public streets, between all principal buildings, between buildings and outlying parking areas, between buildings and transit facilities, and between the development and any abutting Active Transportation Corridor.

a. abutting public sidewalk(s) or streets

b. outlying parking areas

c. transit facilities

d. any abutting Active Transportation Corridor.

~~(B) Pedestrian circulation shall be given equal consideration to motor vehicle traffic.~~

(iii) Design Requirements.

(A) Each pedestrian sidewalk connection shall be a minimum of ~~six~~ four feet wide and shall be constructed of an impermeable material ~~concrete~~.

~~(B) At least one pedestrian sidewalk connection between a principal building and an abutting street shall provide access to a public sidewalk allowing continuous travel to all abutting streets. The connection shall be separated from motor vehicle areas by a curb or other physical barrier approved by the Director, except that crossing a motor vehicle area is allowed when the following standards are met for each such crossing:~~

~~a. The crossing shall be as close to a perpendicular angle to the vehicular path of travel as possible.~~

~~b. The crossing shall be raised to a minimum of three inches above the height of the adjacent pavement.~~

~~c. The crossing shall be constructed of concrete which contrasts in color and/or texture with the pavement of the motor vehicle area.~~

~~d. The distance of the crossing shall be the minimum necessary. No crossing shall exceed 20 feet.~~



e. Curb extensions shall be used to minimize crossing distance and maximize visibility.

f. Vehicle turning movements shall be spaced as far as possible from the crossing.

g. Advance warning signage and striping shall be provided.

(C) All other pedestrian sidewalk connections shall meet the following standards:

a. The connection shall be clearly visible and provide adequate lighting.

b. Where connections cross motor vehicle areas, each such crossing shall be constructed of concrete which contrasts in color and/or texture with the pavement of the motor vehicle area.

c. Advance warning signage and striping shall be provided as necessary to facilitate circulation and improve public safety and awareness.

(B) When a pedestrian sidewalk connection crosses a vehicular area such as a travel lane of parking lot, the crossing shall be constructed so that it is clearly visible, by using techniques such as contrasts in color and/or texture.

(C) Curb extensions shall be used to minimize crossing distance.

**INTRODUCED** on first reading this 18<sup>th</sup> day of February 2026 and ordered published in pamphlet form.

**ADOPTED** on second reading this 4<sup>th</sup> day of March 2026 and ordered published in pamphlet form.

ATTEST:

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Cody Kennedy  
President of the City Council

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Selestina Sandoval  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.b.i.

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**Meeting Date:** February 18, 2026  
**Presented By:** Daniella Acosta, Principal Planner  
**Department:** Community Development  
**Submitted By:** Daniella Acosta Stine, Principal Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a 25.27 Acres Located a 381 and 409 High Desert Road over a 17-Year Timeframe and Setting a Public Hearing for March 4, 2026

#### **RECOMMENDATION:**

The Planning Commission heard this item at its February 10, 2026, meeting and voted (6-1) to forward a recommendation of approval to the City Council.

#### **EXECUTIVE SUMMARY:**

Camelback Gardens, LLC and Upland Homes, Inc. (the Applicants) propose the Camelback Gardens Development (Development), a residential project on approximately 25.27 acres located at 381 and 409 High Desert Road.

The Applicant is requesting approval of a PD ODP for the proposed Development. Approval of the ODP would rezone both properties from PD to PD with a new development framework. The Development is anticipated to be constructed in phases over an approximately 17-year timeframe.

The subject property is currently vacant. Adjacent to the site is approximately 15 acres of open space that was previously dedicated to the City by the Applicants for public benefit to facilitate clustered development. Under the clustering provisions, the conserved open space may be included in the density calculation. Based on this methodology, the proposed Development has a resulting density of 3.6 dwelling units per acre (du/ac), which is within the permitted range of 2.0 to 5.5 du/ac for the Residential Low land use designation in the 2020 Comprehensive Plan.

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

The properties in question were originally annexed into the City as part of the Ridges Majority Annexation in 1992 and were included within the Ridges Metropolitan District, which had been established in Mesa County prior to annexation. As part of the annexation, the lands were zoned Planned Residential (PR) and RSF-4, and the City accepted development approvals previously granted by Mesa County within the Ridges Metropolitan District, including all applicable standards and conditions.

The subject properties were originally included within the Ridges PD, which was governed by an Amended Final Plan approved by the Planning Commission and City Council in the mid-1990s. While portions of the Ridges PD were developed and platted, substantial areas within the PD boundary, including the subject properties, remained undeveloped and were not subject to recorded final plats or exercised development approvals.

Pursuant to Section 21.02.150(f)(1) of the 2010 Zoning and Development Code, the Ridges PD has lapsed and is no longer in effect due to the passage of time, extended non-use of development approvals, and the absence of subsequent implementing actions necessary to vest development rights under the approved plan. Accordingly, the subject properties are no longer governed by an active Planned Development framework.

Approval of the proposed Camelback Gardens PD ODP is therefore necessary to reestablish a legally valid zoning and development framework for the site.

The Camelback Gardens PD application was originally submitted in 2023 and is therefore reviewed under the Zoning and Development Code in effect at the time of submittal (2010 Code). Although the City adopted a new Zoning and Development Code in 2024, the application remained active during the review process and is appropriately evaluated under the 2010 Code, with consideration of current infrastructure conditions and consistency with the 2020 Comprehensive Plan.

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### **Location and Surrounding Land Use**

The subject properties are located south of State Highway 340 (Broadway) within the Redlands area of the City. The developable portion of the site consists of approximately 25.27 acres of vacant, undeveloped land and open space characterized by native vegetation, rolling terrain, and natural drainage features. No structural or site improvements currently exist on the properties.

The surrounding development is predominantly residential in character. To the north and east, the subject properties abut developed single-family residential neighborhoods within The Ridges subdivision. To the south, the site is bordered by established single-family residential neighborhoods such as Redlands Mesa subdivision. To the west, the properties are adjacent to larger areas of undeveloped land and publicly accessible open space, as well as privately-owned golf courses, which provide a transition between developed neighborhoods and surrounding natural areas.

The site contains areas of rock outcroppings and slopes exceeding 30 percent, which limit the extent of feasible development. While a limited number of steep slope areas occur within the site itself, the majority of slopes exceeding 30 percent and associated rock outcroppings are located immediately adjacent to and abutting the site, influencing the overall development pattern and site layout. These areas do not constitute ridgelines and are therefore not subject to the City's Ridgeline Development Restrictions. However, development on the site would be subject to applicable Hillside Development standards. The proposed development responds to these constraints by concentrating development on less steep areas and preserving steeper terrain and sensitive areas as open space.

The subject properties and much of the surrounding area are zoned PD, reflecting legacy development approvals associated with The Ridges PD, portions of which have since lapsed. Surrounding residential subdivisions to the east and south have been developed under approved planned development frameworks, while adjacent open

space areas remain undeveloped.

The subject properties are designated Residential Low in the 2020 Comprehensive Plan. This designation supports low-density residential development, generally ranging from approximately 2.0 to 5.5 dwelling units per acre, and encourages the preservation of open space and natural features through clustered development patterns.

### **Site Access and Transportation System**

Vehicular access to the subject properties is provided by existing local streets. Primary access to the site is from the north via Rana Road and from the south via High Desert Road. Both Rana Road and High Desert Road function as local residential streets and connect the site to the surrounding neighborhood street network.

The subject properties are located within an established residential area of the Redlands, where the transportation system is designed to serve local traffic associated with residential development. The proposed access configuration utilizes existing public streets and does not require new arterial or collector roadway connections. Traffic generated by the proposed development is anticipated to be accommodated by the existing local street network, subject to compliance with applicable City access and transportation standards at the time of subdivision review and development.

### **Availability of Utilities**

All utilities are available and adjacent to the Development site. Water service to the subject properties is provided by the Ute Water District. Sanitary sewer service is provided by the City of Grand Junction. Irrigation water is provided by Redlands Water and Power. Electric and natural gas service to the site are provided by Xcel Energy.

The subject properties are located within Tier 1 (Urban Infill) of the City's Growth Plan. Tier 1 areas are characterized by the presence of existing urban services and infrastructure within City limits, where development is intended to occur through infill and redevelopment of vacant or underutilized parcels. Development within Tier 1 is generally directed to areas where public facilities and services are already available, limiting the need for infrastructure extensions while allowing for residential growth. The subject properties' location within the Redlands area represents a Tier 1 infill opportunity consistent with the City's growth management policies.

### **Proposed Use and Zoning Overview**

The Camelback Gardens PD establishes a residential zoning framework that permits a mix of single-family detached, single-family attached, and multifamily housing within the Redlands area of the City. The PD approach is intended to allow flexibility in site design and housing types while maintaining overall density and compatibility with surrounding residential development.

Rather than relying on a conventional straight-zone subdivision model based on individual lots and minimum lot dimensions, the proposed PD utilizes a footprint-based development pattern with shared open space. This model allows buildings to be

clustered while preserving the surrounding natural landscape as common open space, which functions in place of individual private yards.

By concentrating development and minimizing disturbance to the site, the proposed PD supports a low-maintenance and water-wise residential environment, preserves native vegetation, and responds to site constraints such as topography and natural features. This approach is consistent with the intent of the PD zoning district and the Residential Low land use designation by allowing design flexibility while achieving orderly development and long-term land use compatibility.

### **Public Benefit Overview**

The proposed Camelback Gardens PD provides public benefits consistent with the intent of the PD zoning district and the applicable criteria set forth in Section 21.02.150 of the Zoning and Development Code.

#### *(a) More Effective Infrastructure*

The subject properties are located within the City's Tier 1 Urban Infill area, where urban services and infrastructure are already available. The proposed PD directs residential development to vacant parcels within an established neighborhood, utilizing existing water, sewer, electric, and transportation systems and limiting the need for new infrastructure extensions. In addition, the associated land exchange results in more rational property boundaries, which improves the efficiency of site layout, utility connectivity, and long-term infrastructure planning.

#### *(b) Reduced Traffic Demands*

The subject properties are located within an established residential area that is directly connected to an extensive multi-modal trail network that functions as part of the City's active transportation system. The proposed PD improves direct, low-stress pedestrian and bicycle connections between the site and regional trail facilities, including trailheads that serve outdoor recreation destinations.

These connections support the goals of the Council's adopted 2023 Pedestrian and Bicycle Plan by increasing the number of direct and low-stress connections to key destinations, thereby reducing reliance on vehicle trips for recreational access and short local trips. By integrating trail access into the site layout and providing ride-in/ride-out connectivity, the development can be considered an implementation of the Plan's connectivity metrics related to access to parks, open space, and trailheads.

#### *(c) Greater Quality and Quantity of Public and/or Private Open Space*

The proposed PD includes a coordinated land exchange that results in a net improvement to the quality, usability, and maintenance of open space. Under the proposed exchange, approximately 12,782 square feet of unimproved and irregularly shaped City-owned Ridges Open Space would be conveyed to the applicant, with a

portion later dedicated back to the City as High Desert Road right-of-way. In exchange, the City would receive newly created and improved open space and trail corridor easements within the Camelback Gardens development totaling approximately 15,079 square feet, including 9,482 square feet of developed public park land and two constructed trail corridor easements totaling 5,597 square feet. The public park area will be dedicated to and owned by the City and fully open to the public, with maintenance responsibilities assumed by the homeowners' association (HOA).

The ODP map also illustrates off-site trail improvements proposed by the applicant as part of the land exchange, with segments outlined in green indicating proposed new trail construction and segments outlined in blue indicating proposed trail maintenance. In addition to the public park dedication, the ODP includes a community garden that will be privately owned, maintained, and used by the HOA and its residents. Collectively, these improvements convert fragmented and unimproved areas into functional, maintained open space, establish clearer boundaries between public and private lands, and improve long-term stewardship without increasing City maintenance obligations.

#### *(d) Other Recreational Amenities*

The land exchange and associated PD enhance recreational amenities by formalizing and expanding trail connectivity within The Ridges Open Space. New trail connections and spurs would be constructed to increase access points into The Ridges trail system and provide more intuitive and continuous routes for pedestrians and cyclists, including connections to established destinations such as the Water Tower Loop. The project also proposes coordination with the City of Grand Junction Parks and Recreation Department to improve existing trails and replace informal or braided routes with more sustainable alignments, protecting native vegetation and soils while improving the overall user experience.

At the neighborhood scale, the development includes a public park that will be dedicated to and owned by the City and fully open to the public, with maintenance responsibilities assumed by the HOA. In addition, the Outline Development Plan identifies a community garden that will be privately owned, maintained, and used by the HOA and its residents. Together, these amenities provide recreational and social opportunities at both the neighborhood and community scale while clearly delineating public and private responsibilities.

#### *(e) Needed Housing Types and/or Mix*

The PD permits a range of housing types, including single-family detached, single-family attached, and multifamily units within a single coordinated development. This mix supports smaller household sizes and provides housing options that are underrepresented in conventional large-lot subdivisions, contributing to a more diverse housing supply consistent with the Residential Low land use designation.

#### *(f) Innovative Designs*



The proposed PD utilizes an alternative development model that departs from conventional lot-based subdivision design. Buildings are arranged within defined footprints, with shared open space serving in place of individual private yards. This model allows flexibility from minimum lot size, setback, and buffering standards where appropriate, while supporting a low-maintenance, water-wise development pattern that preserves native vegetation and responds to site constraints.

*(g) Protection and/or Preservation of Natural Resources, Habitat Areas, and Natural Features*

Development is concentrated in lower portions of the site with low to moderate slopes, while steeper terrain, rock outcroppings, and adjacent open space areas remain undisturbed. Natural topography and existing vegetation are incorporated as screening and buffering elements, reducing the need for constructed barriers and supporting preservation of scenic and natural resources.

*(h) Public Art*

Public art is not proposed as part of the PD and is not identified as a public benefit under this application.

**NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed PD and ODP was held in person on March 28, 2022, in accordance with §21.02.080(e) of the Zoning and Development Code. At the neighborhood meeting, participants raised questions regarding stormwater management, potential impacts on surrounding properties, parking and vehicle limitations, project phasing and build-out timeline, trail alignment and connectivity, homeowners' association governance, existing zoning, proposed density, and the overall scale of the development.

Notice was completed consistent with the provisions in §21.02.080 (g) of the Zoning and Development Code. The subject property was posted with application signs on March 1, 2023. Mailed notice of the public hearings before the Planning Commission and City Council in the form of a postcard was sent to surrounding property owners within 500 feet of the project boundaries on January 2, 2026, and notice of the Planning Commission public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

**ANALYSIS**

*Outline Development Plan Analysis*

Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the criteria set forth in that section.

a. The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans

and policies;

The proposed Camelback Gardens PD is consistent with the goals, policies, and principles of the 2020 Comprehensive Plan, the Grand Junction Circulation Plan, and other applicable adopted plans. The project supports Plan Principle 3.1.b (Intensification and Tiered Growth) by directing residential development to a Tier 1 Urban Infill location within existing City limits, where public facilities and services are already available and capable of maintaining adopted level-of-service targets. Development in this location promotes efficient use of existing infrastructure and aligns with the City's growth management strategy.

The proposal advances Plan Principle 3.6.e (Context-Sensitive Development) by establishing a PD framework that allows flexibility in building placement, massing, and site design to respond to surrounding development patterns, topography, and natural features. This approach supports development that contributes positively to neighborhood character while preserving open space and natural resources.

Consistent with Plan Principle 5 (Strong Neighborhoods and Housing Choices) and Plan Principle 5.1.c (Neighborhood Amenities), the proposed PD establishes a zoning framework that permits a range of housing types, including single-family detached dwellings, duplexes, townhomes, and multifamily buildings, within a coordinated development that incorporates shared open space and neighborhood-scale amenities. The PD model allows for smaller building footprints and reduced private yard areas, resulting in a low-maintenance housing option that may better serve households seeking to downsize while remaining in the community. According to the 2019 Grand Valley Housing Needs Assessment, the average household size is 2.12 persons, indicating that many households occupy housing larger than their current needs. By allowing smaller-footprint homes supported by shared amenities, the proposed PD expands housing choice, helps address over-housing, and supports increased residential density while maintaining neighborhood character, consistent with Comprehensive Plan direction.

The project further supports Plan Principles 5.1.c and 5.3.d (Neighborhood Amenities) and 5.4.a (Neighborhood Connections) by providing publicly accessible park space, community-scale amenities, and enhanced pedestrian and trail connectivity that link the development with surrounding neighborhoods and open space areas. These elements strengthen daily usability and support both active and passive recreation.

The proposal aligns with Plan Principle 7.1.a (New Parks) through the dedication and construction of new public park land, and with Plan Principle 7.1.c (Open Space, Greenways, and Trails Network) by improving trail connectivity within The Ridges Open Space. The associated land exchange and preservation of steeper terrain and natural features further support Plan Principle 7.2.e (Land Conservation) by achieving both recreational access and natural resource protection.

The proposed Development includes a new local street connection between High

Desert Road and Rana Road, which are currently not connected for vehicular access. This connection is consistent with the Grand Junction Circulation Plan, which classifies both roadways as local streets, and supports Plan Principle 5.4.a (Neighborhood Connections) by improving connectivity between existing neighborhoods and providing additional routes for local travel. The introduction of this connection increases transportation system redundancy by providing multiple points of access and circulation within the neighborhood, reducing reliance on a single roadway and improving overall network reliability during routine conditions, construction activities, or temporary closures. In addition, enhanced emergency access allows police, fire, and medical services to reach the area more efficiently by offering alternative response routes, improving response times, and supporting safer evacuation options if needed, while maintaining compatibility with the surrounding street network.

Based on the above analysis, staff finds that this criterion is met.

b. The rezoning criteria provided in GJMC 21.02.140;

This criterion is discussed in greater detail in the “Rezoning Analysis” section of this staff report, and staff finds that it is met.

c. The planned development requirements of Chapter 21.05 GJMC;

This criterion is discussed in greater detail in the “Planned Development Requirements Analysis” section of this staff report and staff finds that it is met.

d. The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

The subject properties are not located within any corridor guidelines or overlay districts. Accordingly, staff finds this criterion to be met.

e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

The subject properties are located within an established urban area where public services and facilities are already available and capable of serving additional development. Domestic water, sanitary sewer, and irrigation infrastructure are present within the surrounding street network and in close proximity to the site. These systems can be extended into the development to serve the proposed project in accordance with City standards and applicable service provider requirements, without the need for off-site extensions to major public infrastructure systems.

The local street network surrounding the site is developed and maintained in good condition, with access provided via High Desert Road and Rana Road, which connect to Ridges Boulevard and State Highway 340 (Broadway). While portions of the surrounding street network include non-standard sections typical of the area, the

proposed development includes construction of a new local street connection between High Desert Road and Rana Road built to current City standards. This connection improves circulation, enhances emergency access, and increases transportation system redundancy, supporting the ability of public services to respond efficiently.

Emergency services are provided by the City of Grand Junction. The site is located within Fire Area "F," with service provided by Fire Station No. 5, located approximately 3.5 miles from the site. Police services are provided by the Grand Junction Police Department. The location of the site within City limits, combined with existing and proposed roadway connectivity, supports reasonable emergency response times. Final development will be required to comply with applicable Fire Department and Police Department access, water supply, and safety standards.

Therefore, staff finds this criterion to be met.

f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

The proposed PD provides adequate circulation and access to serve all development pods and areas identified in the ODP. Primary access to the site is provided from High Desert Road and Rana Road, both of which function as local streets within the surrounding neighborhood network. The internal circulation system is designed to extend from these existing roadways and provide vehicular, pedestrian, and emergency access to each development pod.

A key component of the circulation system is the proposed new local street connection between High Desert Road and Rana Road. This connection establishes a continuous internal roadway network that improves access to individual pods, reduces reliance on a single point of ingress and egress, and increases overall system redundancy. The internal street layout is intended to be constructed to applicable City standards and will accommodate service vehicles, emergency access, and on-street parking where appropriate. Any proposed shared driveways and private accessways within the development will be owned and maintained by the homeowners' association.

In addition to vehicular circulation, the development incorporates pedestrian and trail connections that link internal streets, open spaces, and adjacent neighborhoods with the surrounding trail system. These connections support safe and convenient movement throughout the site and provide access to both on-site amenities and nearby recreational destinations.

Therefore, staff finds this criterion to be met.

g. Appropriate screening and buffering of adjacent property and uses shall be provided;

The proposed PD incorporates a combination of natural features, site design, and built elements to provide appropriate screening and buffering between development pods

and adjacent properties. Except for Pod C, the majority of the development pods are naturally buffered from surrounding residential neighborhoods and open space areas by existing slopes, rock outcroppings, and changes in grade, which provide effective visual separation and reduce the need for extensive structural buffering.

Development is generally concentrated within the lower portions of the valley on low to moderate slopes, allowing the surrounding topography to function as a natural buffer along the perimeter of the site. Building footprints and internal circulation are aligned to respond to these natural features, further minimizing visual and physical impacts on adjacent properties.

Where the Development directly abuts previously developed residential parcels, perimeter buffering will be provided through a combination of fencing and landscaping, subject to the Subdivision Perimeter Enclosure requirements of Section 21.07.090. The specific design and location of these buffering elements will be reviewed and finalized at the time of subdivision and Final Development Plan review. Collectively, the use of existing topography, thoughtful site layout, and code-compliant perimeter enclosure measures ensures that the proposed development provides appropriate screening and buffering while maintaining compatibility with surrounding residential uses and adjacent open space.

Therefore, staff finds this criterion to be met.

h. An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed PD establishes an appropriate range of residential density for the overall property and for the development pods identified in the ODP. The ODP proposes a maximum of 90 dwelling units across approximately 25 acres, inclusive of both developable land and associated open space areas. Pursuant to Section 21.02.150(b) of the 2010 Zoning and Development Code, planned developments may incorporate common open space into density calculations when such open space is permanently preserved and functionally integrated into the development. In this case, the proposed open space areas are contiguous with and serve the residential pods and are therefore appropriately included in the overall density calculation.

When calculated across the full PD area, including qualifying open space, the resulting overall density is approximately 3.6 dwelling units per acre (du/ac). This density falls within the Residential Low land use category identified in the 2020 Comprehensive Plan, which contemplates densities ranging from 2.0 to 5.5 du/ac. As such, the overall density of the PD is consistent with Comprehensive Plan guidance for this area.

Therefore, staff finds this criterion met.

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

The Camelback Gardens PD identifies RL-5 (Residential Low-5) as the underlying default zone district and retains its fundamental scale, height, and density characteristics. The ODP requests targeted deviations from certain RL-5 bulk standards to support a clustered, footprint-based development model that preserves open space and natural features while remaining consistent with the Residential Low land use designation.

### ***Standards Preserved from RL-5***

The ODP preserves several core RL-5 standards to maintain compatibility with surrounding development and the Comprehensive Plan:

A maximum building height of 40 feet is retained across all pods.

Overall site density remains within the Residential Low range when calculated across the full PD area, inclusive of qualifying open space.

Side setbacks adjacent to another residential parcel remain consistent with RL-5 at 5 feet.

The development remains residential in character, with no expansion of permitted uses beyond those consistent with RL-5 and the PD framework.

### ***Targeted Deviations from RL-5 Bulk Standards***

The ODP proposes the following deviations from RL-5 standards to enable clustering and efficient site design:

- Minimum Lot Size: The minimum lot size is reduced from 4,000 square feet (RL-5) across all development pods to allow for a building-footprint platting model. Minimum lot sizes are proposed at 2,400 square feet in Pods A and B and 1,200 square feet in Pods C through G, as shown on the ODP. This deviation is fundamental to the clustering approach, allowing residential units to be concentrated on lower-grade portions of the site while preserving larger contiguous areas of open space and natural terrain under common ownership.
- Front Setbacks: The minimum front setback for principal structures is reduced from 20 feet (RL-5) to 15 feet across all pods. Where a garage faces the street, the front setback for the garage portion is increased back to 20 feet, while the principal structure may remain at 15 feet. For side-loaded garages, a 15-foot front setback applies. This approach supports pedestrian-oriented design and avoids the visual dominance of street-facing garages.
- Side Setbacks: Where a pod abuts another residential parcel, the 5-foot side setback required by RL-5 is maintained. Where a pod abuts open space, the side setback is reduced to 0 feet, allowing buildings to orient toward preserved natural areas and further concentrate development away from sensitive features.
- Rear Setbacks: The RL-5 rear setback of 15 feet is reduced to 10 feet where a lot abuts another residential parcel and to 0 feet where it abuts open space. This deviation supports compact building placement while maintaining appropriate separation between residential uses.

- Maximum Lot Coverage: The maximum lot coverage is increased from 60 percent (RL-5) to 100 percent to accommodate the footprint-based platting approach, under which all land outside the building envelope is owned and maintained by the homeowners' association.
- Lot Width: Minimum lot width is reduced from 40 feet (RL-5) to 30 feet in Pods C, D, E, F, and G only, while Pods A and B retain the 40-foot width. This selective reduction aligns with the clustered development approach and reflects variations in pod layout and adjacency to open space.

The reduction in minimum lot size is a deliberate and necessary component of the PD's building-footprint platting model, under which only the building envelope is platted and all land outside the footprint is owned and maintained by the homeowners' association. This approach allows residential units to be clustered on the most developable portions of the site, rather than spread uniformly across the property as would occur under standard RL-5 lot requirements.

By reducing minimum lot sizes from 4,000 square feet to the pod-specific areas shown on the ODP, the development can concentrate building footprints while permanently preserving surrounding slopes, rock outcroppings, and native vegetation as common open space. This clustering achieves natural feature preservation without increasing overall site density beyond the Residential Low range and while retaining RL-5 height limits and parcel-to-parcel setbacks that ensure compatibility with surrounding neighborhoods.

Therefore, staff finds this criterion to be met.

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

The applicant has provided a detailed and structured Development Phasing Schedule for the Camelback Gardens PD that establishes clear timelines for buildout while allowing flexibility to respond to site conditions and market demand. The project is proposed to be developed in three phases, with individual development pods assigned to each phase based on factors such as site topography, housing type, and anticipated price point. Within each phase, pods may be developed in any order.

The phasing schedule includes specific deadline requirements for each phase, requiring that at least one pod within a phase obtain a first planning clearance or record a first plat by the identified expiration date. These benchmarks extend from Phase 1 beginning in 2028 through Phase 3 concluding in 2043, providing a predictable development horizon while ensuring that approvals do not remain vested indefinitely without activity. The schedule further requires that once development of a pod has commenced, it is completed in accordance with the approved phasing plan, reinforcing orderly and incremental development.

Importantly, the phasing schedule is tied to lapse and reversion provisions, such that failure to meet the established deadlines for a given phase would result in the PD and ODP approvals lapsing for that phase, with zoning reverting to the default RL-5 standards. This mechanism ensures accountability, aligns with the City's planned development regulations, and provides the City with a clear remedy should Development not proceed as approved. Any request to modify or extend the phasing schedule would be subject to review under the code provisions in effect at the time of the request.

Therefore, staff has found this criterion to be met.

### **Rezoning Analysis**

Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the rezoning criteria set forth in GJMC 21.02.140;

#### a. Subsequent events have invalidated the original premises and findings; and/or

The subject properties were previously zoned as part of The Ridges PD, which has since lapsed for the undeveloped portions of the site pursuant to Section 21.02.150(f)(1) of the 2010 Zoning and Development Code due to failure to develop in accordance with the approved development schedule. As a result, the original premises and findings supporting The Ridges PD are no longer operative for the subject properties, necessitating a new zoning framework to govern future development.

Since the original zoning approvals, the surrounding area has undergone substantial residential development, largely under planned development frameworks that respond to topographic constraints, infrastructure availability, and site-specific conditions. The subject properties are now surrounded by established residential neighborhoods and conserved open space, creating a context materially different from that contemplated at the time of the original PD approval.

In addition, the City adopted the 2020 Comprehensive Plan, which designates the site as Residential Low within a Tier 1 Urban Infill area. This designation reflects updated policy direction emphasizing infill development, housing choice, preservation of natural features, and efficient use of existing infrastructure. The original Ridges PD assumptions regarding land use patterns and density predate this policy framework and are no longer aligned with current Comprehensive Plan guidance.

Therefore, staff finds this criterion to be met.

#### b. The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The character and condition of the area surrounding the subject properties at 381 and 409 High Desert Road have changed since the original zoning approvals in ways that



support the proposed amendment and are consistent with the 2020 Comprehensive Plan. The site is now located within a largely built-out residential context in the Redlands area, characterized by established neighborhoods, conserved open space, and an interconnected street and trail network. This context differs materially from the conditions that existed at the time of the original Ridges PD approval, when much of the surrounding area remained undeveloped.

Over time, residential development in the vicinity has occurred primarily under planned development frameworks, reflecting the area's topographic constraints and the need for flexibility in site design. As a result, the prevailing development pattern in the area is one of clustered residential neighborhoods integrated with open space and trail systems, rather than conventional straight-zone subdivisions. This evolution in development character supports the use of a PD zoning approach to address site-specific conditions while remaining consistent with the Residential Low land use designation.

In addition, the surrounding area has benefitted from incremental improvements to public infrastructure and recreational amenities, including expanded trail connectivity and enhanced access to existing transportation facilities. These changes have reinforced the area's role as a residential neighborhood oriented around access to open space and recreation, consistent with Comprehensive Plan policies encouraging infill development that leverages existing infrastructure and amenities.

The 2020 Comprehensive Plan designates the subject properties as Residential Low within Tier 1 (Urban Infill), reflecting current policy direction that did not exist at the time of the original zoning decision. The proposed rezoning to a new PD aligns the regulatory framework with the present-day character of the area and the Plan's emphasis on context-sensitive residential development, housing choice, and preservation of natural features.

Therefore, staff finds this criterion to be met.

c. Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject properties are located within the City of Grand Junction and are served by existing public and community facilities appropriate for residential development. Domestic water, sanitary sewer, irrigation, electric, and gas services are currently available in close proximity to the site and can be extended into the development without the need for major off-site infrastructure expansion. The proposed rezoning does not introduce a land use or intensity that would exceed the capacity of existing utility systems serving the surrounding residential area.

Public safety services are also adequate to serve the proposed development. The site is within the service area of the City's police department and is served by Fire Station No. 5, which provides fire and emergency medical response to the Redlands area. The

proposed street connection between Rana Road and High Desert Road improves local circulation and emergency access, providing additional route options and system redundancy for emergency response and utility maintenance.

The proposal includes the creation of new public park space and formalized trail corridors that enhance recreational access while minimizing long-term City maintenance obligations. Open space areas, internal streets, shared driveways, and certain recreational amenities will be owned and maintained by the HOA, ensuring that maintenance responsibilities are addressed without increasing demand on City resources.

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

The applicant asserts that the proposed development represents a unique housing concept and would add diversity to the City's housing stock. While staff acknowledges that the project introduces a specific development model and design approach, this criterion focuses on the availability of appropriately designated land citywide, not the uniqueness of a particular proposal or developer vision.

The housing types and densities contemplated by the proposal—including single-family attached, townhomes, and multifamily development—are already permitted within existing residential zoning districts elsewhere in the city, including districts that allow medium-density residential development. There is no evidence in the record demonstrating that an insufficient supply of land exists within those zoning districts to accommodate the proposed land uses.

Further, the applicant has not provided data or analysis showing a shortage of suitably zoned land for residential development at similar densities, nor has the City made a finding that such a shortage exists. The desire to develop a specific site under a PD framework does not, by itself, establish that other adequately zoned properties are unavailable.

Accordingly, staff finds that this criterion has not been demonstrated to be met.

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

The proposed rezoning provides community and area-wide benefits that align with multiple goals and policies of the 2020 Comprehensive Plan, particularly those related to responsible growth, housing choice, neighborhood connectivity, and access to amenities. The subject properties are located within a Tier 1 (Urban Infill) area, where the Plan prioritizes development that makes efficient use of existing infrastructure and services while accommodating changing housing needs. By enabling infill development on vacant land within an established residential area, the amendment supports managed growth patterns and reduces pressure to develop outlying or rural areas.

The amendment facilitates a range of housing types and a development model that responds to documented community needs for smaller, lower-maintenance housing options and shared amenities. The Comprehensive Plan recognizes that much of the City's vacant residential land is designated for conventional single-family housing and encourages diversification of the housing stock to better serve households of varying sizes, ages, and lifestyles. The PD framework allows for clustering, shared open space, and reduced individual lot maintenance, providing alternatives that are less expensive to serve and better aligned with evolving demographic trends.

The community also derives benefit from improved neighborhood connections and access to recreational amenities. The proposed street connection between High Desert Road and Rana Road improves local circulation, emergency access, and network redundancy, enhancing overall neighborhood functionality. In addition, the project formalizes and improves trail connections that integrate the site into the broader Redlands trail network, advancing Comprehensive Plan goals related to walkability, active transportation, and access to parks and open space.

Finally, the amendment promotes context-sensitive development by allowing building placement and site design to respond to existing neighborhoods, topography, and natural features. This approach reinforces the character of the surrounding area while providing shared gathering spaces such as parks, trails, and community amenities that contribute to strong neighborhood identity and social interaction. Therefore, staff finds this criterion to be met.

### **Planned Development Requirement Analysis**

Pursuant to Section 21.02.150(b)(2) of the 2010 Zoning and Development Code, an Outline Development Plan (ODP) application shall demonstrate conformance with the rezoning criteria set forth in GJMC 21.05;

a. 21.05.020 Default standards. The use, bulk, development, improvement and other standards for each planned development shall be derived from the underlying zoning, as defined in Chapter 21.03 GJMC. In a planned development context, those standards shall be referred to as default standards or default zone. The Director shall determine whether the character of the proposed planned development is consistent with the default zone upon which the planned development is based. Project-specific development standards, including those that may deviate from the default zone, may be approved only as provided in this chapter and if approved shall be explicitly stated in the zoning/rezoning ordinance approving the proposed planned development project. Each standard of the default zone shall apply unless project-specific standards are established by the PD zoning ordinance.

Section 21.05.020 of the GJMC requires that each PD identify an underlying default zone district from which use, bulk, and development standards are derived, and that any deviations from those standards be explicitly stated and approved through the PD zoning ordinance. For the Camelback Gardens PD, the applicant has identified RL-5 as

the default zone district.

Staff finds that the overall character of the proposed PD is consistent with the RL-5 default zone. The project retains the fundamental residential scale, intensity, and form anticipated by RL-5, including a maximum building height of 40 feet, residential-only uses, and an overall density that remains within the Residential Low range when calculated across the full PD area, inclusive of qualifying open space. Side setbacks adjacent to other residential parcels are preserved at 5 feet, maintaining compatibility with surrounding development patterns.

Importantly, clustering is permitted by right within the RL-5 zone district, reflecting the City's intent to allow flexibility in lot design to preserve open space and natural features while maintaining overall density limits. The proposed PD builds upon this existing clustering allowance by establishing a more detailed and site-specific regulatory framework appropriate for the property's topography, environmental constraints, and long-term management model.

The ODP proposes a limited number of project-specific deviations from RL-5 bulk standards, which are clearly identified and quantified in the ODP materials. These deviations relate primarily to minimum lot size, lot width in select pods, front, side, and rear setbacks in specific conditions, and maximum lot coverage. Staff finds that these deviations are targeted, intentional, and directly tied to the PD's clustered, building-footprint platting model, rather than representing a shift away from the underlying default zone.

In particular, the reduction in minimum lot size and increase in lot coverage enable a footprint-based development approach in which only the building envelope is platted, and all remaining land is held in common ownership by a homeowners' association. This approach allows residential units to be concentrated on the most developable portions of the site while preserving slopes, rock outcroppings, and native vegetation as common open space—an outcome consistent with the purpose of clustering provisions already allowed in RL-5.

While some bulk standards reflect elements found in higher-density residential districts, staff finds that these deviations do not alter the overall residential low character of the development. The PD retains RL-5 height limits, maintains separation between residential parcels, and does not increase overall site density beyond what is permitted under the Comprehensive Plan. All deviations are explicitly identified and proposed to be approved through the PD zoning ordinance, as required by Section 21.05.020.

Therefore, staff finds this criterion to be met.

b. 21.05.030 Establishment of uses. (a) Uses Allowed. At the time of zoning a parcel to PD, the City Council shall determine the allowed uses. Only uses consistent in type and density with the Comprehensive Plan may be allowed within a PD. The type and density of allowed uses should generally be limited to uses allowed in the default

zoning. (b) Adoption and Modification of Authorized Uses. The City Council, at the time of establishing a PD zone, shall list uses that are authorized by right or by conditional use permit. All uses, whether by right or conditional use permit, shall be subject to all applicable permit and approval processes established in this code. The rezoning process shall be used to modify the authorized use list for any planned development.

The Camelback Gardens PD identifies RL-5 as the default zoning district and limits allowed uses to residential and accessory uses that are consistent in type, intensity, and density with the Residential Low land use designation. At the time of rezoning, the PD establishes a defined list of authorized uses, all of which are subject to applicable permit and approval processes.

Allowed uses within the PD are limited to single-family detached, single-family attached, duplex, and multifamily residential, along with community gardens and open space amenities. These uses are either permitted by right within the RL-5 zone district. No commercial, office, or institutional uses are proposed, and the PD does not introduce use types that would otherwise require a higher-intensity zoning designation.

The distribution of housing types within the PD is intentionally structured to respond to the existing character of surrounding neighborhoods and to provide a contextual transition in scale and intensity across the site. The southern portion of the development (381 High Desert Road) is adjacent to the Redlands Mesa subdivision, where residential lot sizes generally range from approximately 0.3 to 0.8 acres. In recognition of this context, the PD limits housing types in this area primarily to single-family detached and single-family attached units, maintaining compatibility with the established development pattern to the south.

The northern portion of the site (409 High Desert Road) abuts the Cobblestone Ridges, Sand Cliff Court, and Rockwood on the Ridges subdivisions, where lot sizes typically range from approximately 0.09 to 0.2 acres. Given this existing neighborhood pattern, the PD allows a broader range of residential housing types in this area, including duplexes, townhomes, and multifamily units, while still maintaining an overall low-density residential character. This graduated approach allows the development to step intensity appropriately across the site rather than applying a uniform housing model.

c. Generally. Planned development shall minimally comply with the development standards of the default zone and all other applicable code provisions, except when the City Council specifically finds that a standard or standards should not be applied. Planned development shall comply with GJMC 21.02.150.

The Camelback Gardens PD identifies RL-5 (Residential Low-5) as the default zone district and generally complies with the applicable development standards of that district, as required by GJMC 21.05.020 and 21.02.150. Where deviations from RL-5 standards are proposed, they are limited in scope, explicitly identified in the ODP, and requested to support a clustered, footprint-based development model that preserves open space and natural features while maintaining Residential Low density.

All proposed deviations are subject to review and approval by the City Council and are expressly established through the PD zoning ordinance. Therefore, staff finds the criterion to be met.

d. Residential Density. Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone.

Dwelling unit density within the Camelback Gardens PD complies with the minimum and maximum density standards of the Residential Low land use designation and the RL-5 default zone. When calculated across the entire PD area, inclusive of qualifying open space, the proposed maximum of 90 dwelling units results in an overall density of approximately 3.6 dwelling units per acre, which falls within the permitted 2.0 to 5.5 du/ac range. Staff finds this criterion met.

e. Minimum District Size. A minimum of five acres is recommended for a planned development unless the Planning Commission recommends and the City Council finds that a smaller site is appropriate for the development or redevelopment as a PD.

The subject properties collectively encompass approximately 25.27 acres, exceeding the minimum recommended size of five acres for a PD. The site size is sufficient to support a coordinated development pattern, internal circulation, open space preservation, and phased implementation. Staff finds this criterion met.

f. Development Standards. Planned development shall meet the development standards of the default zone or the following, whichever is more restrictive. Exceptions may be allowed only in accordance with this section.

The Camelback Gardens PD identifies RL-5 as the default zone district and generally meets the development standards of that district. Where the ODP proposes standards that differ from RL-5, those deviations are clearly identified, limited in scope, and requested in accordance with the PD provisions of the Code. All proposed exceptions are subject to City Council approval and would be expressly established through the PD zoning ordinance. Staff finds this criterion met.

g. Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that: (i) Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the International Fire Code and any other applicable life, health or safety codes; (ii) Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space; (iii) Reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural features.

The Camelback Gardens PD proposes reduced setbacks from the RL-5 default standards in limited and specific circumstances. Staff finds that the requested

reductions meet the criteria for approval as outlined in this section.

First, buildings within the PD can be safely designed and are compatible with reduced setbacks. All development remains subject to the International Fire Code and other applicable life, health, and safety codes at the time of subdivision and building permit review, ensuring adequate fire separation, access, and emergency response.

Second, where setbacks are reduced, the design is offset by increased buffering and access to common open space. Reduced setbacks frequently occur where structures abut preserved open space rather than another residential parcel, providing functional separation and mitigating potential impacts. In addition, shared open space, trails, and recreational amenities serve as buffers and enhance the overall site design.

Finally, reduced setbacks support the protection of steep slopes, rock outcroppings, and other environmentally sensitive features by allowing development to be clustered on more suitable portions of the site. This approach minimizes grading and disturbance of natural features while maintaining the overall low residential density. Therefore, staff finds this criterion met.

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

The Camelback Gardens PD is required to provide a minimum of twenty percent open space pursuant to the RL-5 default zone standards. The total PD area consists of approximately 25.27 acres, which includes 10.29 acres of developable land and approximately 14.98 acres of existing preserved open space.

Based on the total site area, the minimum open space required would be approximately 5.06 acres. The proposal provides approximately 15.01 acres of open space, exceeding the minimum requirement by approximately 9.95 acres.

In other words, the PD dedicates approximately 59 percent of the total site area as open space, which substantially exceeds the required twenty percent minimum. This does not include the additional 15,079 square feet (approximately 0.35 acres) of newly dedicated public park and trail corridor land.

The open space is permanently preserved through a combination of common ownership, easements, and public dedication, and is integrated into the site design to support natural feature preservation, buffering, and recreational access. Staff finds this criterion met.

i. Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

Where the development abuts previously developed residential properties, fencing and landscape buffering will be installed in compliance with GJMC 21.04.040(i). No deviations from fencing or screening standards are requested in these locations.

Where the development abuts open space, fencing is not required by the Code and none is proposed. In these areas, separation and buffering are provided through preserved open space, topography, and landscaping. Staff finds that the proposed fencing approach complies with applicable Code requirements and that this criterion is met.

j. Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

The Camelback Gardens PD proposes landscaping that complies with GJMC 21.06.040. The applicant is not requesting any deviations from the City's landscaping standards, and all required landscaping will be provided in accordance with the Code.

For residential subdivisions, landscaping is required within commonly held ownership tracts and along perimeter streets, as applicable. Internal streets are not subject to perimeter street landscaping requirements. High Desert Road is not considered a perimeter street for purposes of this development; therefore, perimeter street landscaping is not required along that frontage. Landscaping within common areas and open space tracts will be installed and maintained by the homeowners' association.

The proposed public park will be landscaped in compliance with the City's landscaping standards, including permitted plant materials, and the final design will be coordinated with the City of Grand Junction Parks and Recreation Department. Based on these factors, staff finds that the proposed development meets the landscaping requirements of GJMC 21.06.040 and that this criterion is satisfied.

k. Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

The Camelback Gardens PD will provide off-street parking in compliance with GJMC 21.06.050. The applicant is not requesting any deviations from the City's parking standards. Because the ODP establishes zoning and development parameters rather than final lot configurations or building types, specific parking quantities and layouts cannot be finalized at this stage. Parking compliance will therefore be reviewed at the time of subdivision review, when final housing types, unit counts, and site layouts are established.

Staff finds that this criterion is met.

l. Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The Camelback Gardens PD will comply with applicable street, alley, and easement standards as set forth in Title 29 of the GJMC (Transportation Engineering Design Standards) and GJMC 21.06.060. The applicant is not requesting any deviations from



these standards. Because the ODP establishes zoning and general development parameters rather than final engineering design, detailed street sections, alignments, and easement configurations will be reviewed for compliance at the time of subdivision and engineering review.

Staff finds that this criterion is met.

m. Deviation from Development Default Standards. The Planning Commission may recommend that the City Council deviate from the default district standards subject to the provision of any of the community amenities listed below. In order for the Planning Commission to recommend and the City Council to approve deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include: (1) Transportation amenities including, but not limited to, trails other than required by the multi-modal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelters; (2) Open space, agricultural land reservation or land dedication of 20 percent or greater; (3) Community facilities for provision of public services beyond those required for development within the PD; (4) The provision of affordable housing for moderate, low and very low income households pursuant to HUD definitions for no less than 20 years; and (5) Other amenities, in excess of minimum standards required by this code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The Camelback Gardens PD proposes limited deviations from the RL-5 default development standards. Pursuant to this criterion, such deviations may be recommended by the Planning Commission and approved by the City Council when the PD provides community amenities in excess of what would otherwise be required by the Code. Staff finds that the proposed development satisfies this requirement through the provision of qualifying amenities under items (1), (2), and (5).

#### *Transportation Amenities*

The project provides transportation-related amenities that exceed minimum code requirements through the construction, improvement, and formalization of trail connections beyond those required by the City's adopted multi-modal plan. These include new trail segments, improved trail alignments, and maintenance or reconstruction of existing trails to enhance safety, durability, and connectivity within The Ridges open space system. These trail-related improvements represent amenities above and beyond standard development requirements.

#### *Open Space Dedication*

The Planned Development provides open space well in excess of the minimum required by the default zone. The project preserves approximately 15.01 acres of open space, representing approximately 59 percent of the overall site area, which substantially exceeds the required twenty percent minimum. This level of open space dedication is directly enabled by the clustered development approach and constitutes a significant community benefit supporting the requested deviations.

#### *Other Community Amenities*

Additional amenities provided by the project exceed minimum code requirements and further justify the proposed deviations. These include the dedication of a publicly accessible park, the establishment of permanent trail corridor easements in areas previously used informally by the public, and the long-term maintenance of open space, trails, and recreational amenities through a homeowners' association. These features enhance public access, improve long-term stewardship, and reduce ongoing City maintenance responsibilities.

Therefore, staff finds this criterion met.

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

After reviewing PLD-2023-121, a request to consider a Planned Development (PD) and Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone the property from PD to PD and establish an overall PD ODP for the entire property, staff makes the following findings of fact.

1. The Camelback Gardens PD ODP meets the rezone criteria in Section 21.02.140 of the Zoning and Development Code as applicable to the rezone of the property and the PD ODP.
2. The Camelback Gardens PD ODP meets the PD and ODP criteria in Sections 21.02.150 and 21.05 of the Zoning and Development Code.
3. Long-term community benefit will be derived from development of the project.
4. The Applicants have taken and will take appropriate measures to minimize the impact on hillsides of slopes greater than 30 percent, minimize the amount of hillside cuts, and have taken measures to mitigate the aesthetic impact of cuts through landscaping or other measures such that development on slopes of greater than 30 percent may be permitted.
5. The default zone districts shall be defined as follows: Low Density Residential – RL-5 (Residential Low 5 du/ac)
6. The project meets criteria to allow approval of deviations to the proposed default zone.

Therefore, Staff recommends approval of the PD ODP for the Camelback Gardens development with an expiration date of December 31, 2043, with the ODP being subject to and conditioned on the Applicants, or its successor(s) in interest if any.

#### **FISCAL IMPACT:**

NA

#### **SUGGESTED MOTION:**

I move to introduce an ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens development on 25.27 Acres

located at 409 and 381 High Desert Road over a 17-year timeframe and set a public hearing for March 4, 2026.

**Attachments**

1. Draft Planning Commission Minutes for Council- 2026 - Feb 10
2. Outline Development Plan Map
3. Project Narrative
4. Neighborhood Meeting Documentation
5. Public Comment Packet
6. Development Application
7. Exhibit 5. ORD - Camelback Gardens PD - Corrected Ordinance

**GRAND JUNCTION PLANNING COMMISSION**  
**February 10, 2026, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Ian Thomas, Greg Palmer, and Caleb Abeloe.

Also present were James Campbell (Staff Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kathryn Phillips (City Development Engineer), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 48 members of the public in attendance, and 5 virtually.

*Chair Weckerly noted that items 5 and 6 were being pulled from this agenda for future consideration at a date uncertain.*

**CONSENT AGENDA**

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**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from January 27, 2026.

*Commissioner Quintero moved to approve the Consent Agenda.*

*Commissioner Moore seconded; motion passed 7-0.*

**REGULAR AGENDA**

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**1. 370/374 29 Rd Rezone**

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**RZN-2025-466**

Consider a Request by Don L. Balerio Sr., Pauline M. Gallegos, and Merle W. Weaver to Rezone Approximately 12.89 Acres From RM-8 (Residential Medium 8) to RM-12 (Residential Medium 12), Located at 370 and 374 29 Road.

**Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions. She noted that the current request was only for the rezone and there were no plans for future development at this time.

**Questions for Staff**

Commissioner Palmer asked staff to address a public comment about the viability of 29 Rd to handle any additional traffic generated by future development.

Commissioner Moore clarified that the parcels were currently separate.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 5:54 p.m. on February 10, 2026.*

There were no additional questions or comments from the Commission.

*The public hearing was closed at 5:54 p.m. on February 10, 2026.*

### **Discussion**

Commissioner Zyvan commented that 29 Rd is an arterial road and should be able to accommodate the additional traffic from future development.

### **Motion and Vote**

Commissioner Zyvan made the following motion “Madam Chairman, on the Rezone request for the property located at 370 and 374 29 Road, City file number RZN-2025-466, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Quintero seconded; motion passed 7-0.*

## **2. Kimball-Noland Rezone RZN-2025-551**

Consider a request by Enlightened Real Estate Fund, LLC to rezone approximately 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon’s First Subdivision less those portions conveyed to the City of Grand Junction. The parcels are addressed as 711, 717, 721, 739, 741, and 761 Noland Avenue; 706 Kimball Avenue; 1122 S. 7th Street; along with parcels numbered 2945-231-16-004, 2945-231-16-008, 2945-231-16-031, and 2945-231-16-021.

### **Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Kim Kerk, with Kim Kerk Land Consulting and Development, provided some context for the rezone request and was available for questions.

### **Questions for Staff**

Chair Weckerly asked about the limited access to the parcels on Kimball Ave and if staff thought that would present challenges for future development.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:15 p.m. on February 10, 2026.*

There were no additional questions or comments from the Commission.

*The public hearing was closed at 6:15 p.m. on February 10, 2026.*

### **Discussion**

Commissioners Moore and Quintero indicated their approval of the rezone.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the rezone 1.75 acres from Commercial General (CG) lying within the Greater Downtown Commercial Overlay and Industrial Light (I-1) parcels to Mixed-Use Light Commercial (MU-2) including Lots 1 - 16, and Lots 23 – 32 all within Block 10 of the Amended Plat of Benton Canon’s First Subdivision less those portions conveyed to the City of Grand Junction City file number RZN-2025-551, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Weckerly noted that her earlier question was only to ensure there could be adequate access at time of development.

*Commissioner Palmer seconded; motion passed 6-0. Commissioner Thomas did not indicate favor or opposition.*

## **3. Zoning Code Amendments – Q1 2026 ZCA-2026-26**

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Right-of-way Dedication, Acceptable Plant Material, and Street Frontage Landscape.

### **Staff Presentation**

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Zyvan asked why 14 feet was the standard width for street frontage landscaping. He asked why the landscaping requirement was being preserved for collector and arterial street classifications.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:31 p.m. on February 10, 2026.*

There were no additional questions or comments from the Commission.

*The public hearing was closed at 6:31 p.m. on February 10, 2026.*

### **Discussion**

Commissioners Palmer and Zyvan expressed their appreciation for the staff's efforts.

Commissioner Moore and Chair Weckerly expressed interest in a future discussion about reducing the street frontage landscaping requirements along collector and arterial roads.

### **Motion and Vote**

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-26, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report."

*Commissioner Zyvan seconded; motion passed 7-0.*

## **4. Camelback Gardens ODP**

**PLD-2023-121**

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

*Chair Weckerly stated that she owned property that abutted the subject parcels but did not feel that this would impact her decisions on the request.*

### **Staff Presentation**

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Mike Stubbs provided some context for the request and was available for questions.

Applicant Scott Preisendorf gave a presentation on the request and was available for questions.

### **Questions for Staff**

Commissioner Quintero asked how preserved open space was evaluated for accessibility and usability.

Commissioner Moore asked for clarification on what land was exchanged between the applicants and the City. He asked why the City-owned open space was used for calculating density within the future PD. He asked what would happen if the ODP was not adopted or if it lapsed in the future.

Commissioner Zyvan asked what the total acreage is for the PD.

Commissioner Abeloe asked if the proposed PD was consistent with the previous PD. He asked what the allowed maximum density was under the previous PD.

Commissioner Palmer asked if the number of variances being requested was unusual. He asked if the 40-foot maximum height was standard.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, February 3, 2026, via [www.gjcity.org](http://www.gjcity.org).*

Chris Mcanany commented on the proposed density, compliance with the Comprehensive Plan, and minimum open space requirements. He urged the Commission to vote “no” on the request.

Carol Bierbowe expressed concerns with increased traffic created by this development and inadequate pedestrian infrastructure [sidewalks] on Rana Rd.

Rick Beauheim expressed concerns with increased traffic on Rana Rd. He suggested that High Desert Rd and Rana Rd should terminate in cul-de-sacs on Lots 1 & 2 respectively. He also suggested limiting the allowed density to RL-4 and disallowing the development to include the City-owned open space in the density calculations.

Bill Larsen speculated that future development would adversely impact drainage on Rana Rd. He also advised looking into future challenges with irrigation.

Jane Huston echoed the previous comments on safety, density, irrigation, and drainage and requested the density be capped at RL-4 without consideration of the City-owned open space.

Lisa Howfield commented that this hearing was not appropriately advertised. She shared her concerns about the increased traffic and the incongruity with the surrounding area.

Ken Delay agreed with the previous comments regarding drainage, inadequate pedestrian and vehicle infrastructure, and increased traffic on Rana Rd.



John Hatch agreed with the previous comments and added that Rana Rd doesn't have shoulders nor sidewalks.

Rick Garcia urged the commission to deny the ODP for Camelback Gardens. He disagreed with the use of the City-owned open space for density calculations. He requested a property value study and a traffic impact study be done prior to any development in Camelback Gardens. He argued that connecting High Desert Rd and Rana Rd would increase traffic and pollution for the surrounding area.

Chris Hines expressed his concerns with the use of the City-owned open space to calculate density. He commented that the topography on these parcels is largely undevelopable and the City gained nothing through the land exchange.

Ralph Wahlers expressed concerns with the 40-foot building height possibility. He commented that dead-end streets have lower crime rates due to their limited access and circulation. He echoed the previous comments on the mismatch of proposed development types and drainage on Rana Rd.

Dee Wernette commented on the bottleneck of traffic at the intersection of Ridges Blvd and Broadway and that it would be exacerbated by connection of Rana Rd. He wondered about the precedent being set for future density of similar areas.

Tyler Urnquist echoed the previous comments on crime statistics, lack of pedestrian infrastructure, increased noise, the City-owned open space being used in density calculations, and erosion on Rana Rd. He added that small parks/open spaces often go unused by the surrounding property owners. He suggested no high-density housing, no multifamily units, and no attached units.

Leanne Mumpy commented on the wildlife and suggested wildlife corridors.

Bill Gulley noted that he likes his yard and outdoor recreation. He agreed with the suggestion of cul-de-sacs. He echoed concerns about stormwater runoff and suggested an engineering firm be hired to evaluate underground detention.

Susan Bierman commented on the limited parking availability on Rockwood Ln. She noted there was no public or guest parking shown in Mr. Preisendorf's presentation.

Brendon Shuey agreed with the previous comments on setbacks, building height, grading, density along property edges, and character of outdoor spaces. He proposed increased setbacks, stronger buffering, or density stepdown.

Dana Nkana commented that he moved to the area because it was quiet and had a low volume of traffic.

*The public comment period was closed at 8:25 p.m. on February 10, 2026.*

Mike Stubbs stated that many of the issues brought up in the public's comments would be addressed at time of subdivision.

There were questions from the Commission regarding the use of the City-owned open space and what the previous PD contemplated for maximum density.

Jamie Beard noted that the amended plat for The Ridges Filing 6 showed a proposed density for the subject parcels as 4 dwellings per acre and that she was not aware of any amendments to allow 120 units to be constructed as Mr. Stubbs had indicated previously. She elaborated that the 2 lots that are now "Camelback Gardens" were never designated as multifamily or high-density developments on previous plats. She explained that since the development was allowed to include the City-owned open space in their density calculation they technically met the open space requirements for clustering and other deviations from bulk standards.

Commissioner Quintero asked Kathryn Phillips if there were any studies done on how to alleviate traffic on Rana Rd. She responded that an impact study had not been done but could be required at time of subdivision. Commissioner Quintero asked what would happen if a traffic impact study was done and the traffic exceeds projections. Daniella Acosta responded that there

Chair Weckerly asked if the connection between High Desert and Rana was a requirement of parcel development. She asked if density was changed by clustering.

Commissioner Moore asked if undevelopable land being used to calculate density was used in other areas. Using City land to contribute to open space/density calculations.

Commissioner Palmer asked about the differences between the RL-4 and RL-5 zone districts.

Commissioner Abeloe asked if this request would have been approved under the previous PD.

Commissioner Zyvan ... asked about the decisions that had already been made by City Council.

Commissioner Thomas asked about sidewalk requirements.

*The public hearing was closed at 8:59 p.m. on February 10, 2026.*

## **Discussion**

Commissioner Abeloe

Commissioner Palmer

Commissioner Quintero

Commissioner Moore

Commissioner Zyvan

There were comments from the commission regarding the number of units being proposed, the infill development, lower accident rates with increased foot traffic, the TEDS exception for sidewalks, the use of open space for the density calculations.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the Planned Development (PD) Outline Development Plan (ODP) for the proposed Camelback Gardens development that will rezone a property from PD to PD and establish an overall PD ODP for the entire property for the property located at 381 and 409 High Desert Road, City file number PLD-2023-121, I move that the Planning Commission forward a recommendation of approval to City Council with the Findings of Fact and imposition of an expiration date on the ODP of December 31, 2043, as listed in the staff report.”

*Commissioner Abeloe seconded; motion passed 6-1.*

### **5. Zoning Code Amendment – Significant Trees ZCA-2026-51**

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Significant Trees.

*The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.*

### **6. Zoning Code Amendment – Certified Irrigation Designers ZCA-2026-50**

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer.

*The applicant requested this item be pulled from this agenda for future consideration at a date uncertain.*

## **OTHER BUSINESS**

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## **ADJOURNMENT**

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Commissioner Quintero made a motion to adjourn the meeting.

*The vote to adjourn was 7-0.*

The meeting adjourned at 9:25 p.m.



Proposed Dimensional Standards - RL5

|       | MIN LOT SIZE  |             | MINIMUM SETBACKS                                          |          |          | MAX. LOT COVERAGE | MAX. HEIGHT FEET (5) |
|-------|---------------|-------------|-----------------------------------------------------------|----------|----------|-------------------|----------------------|
|       | AREA (SQ. FT) | WIDTH (FT.) | FRONT                                                     | SIDE (4) | REAR (4) |                   |                      |
| POD A | 2,400         | 40          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD B | 2,400         | 40          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD C | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD D | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD E | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD F | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD G | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |

NOTES:

- (1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
- (2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
- (3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
- (4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
- (5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
- (6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
- (7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
- (8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

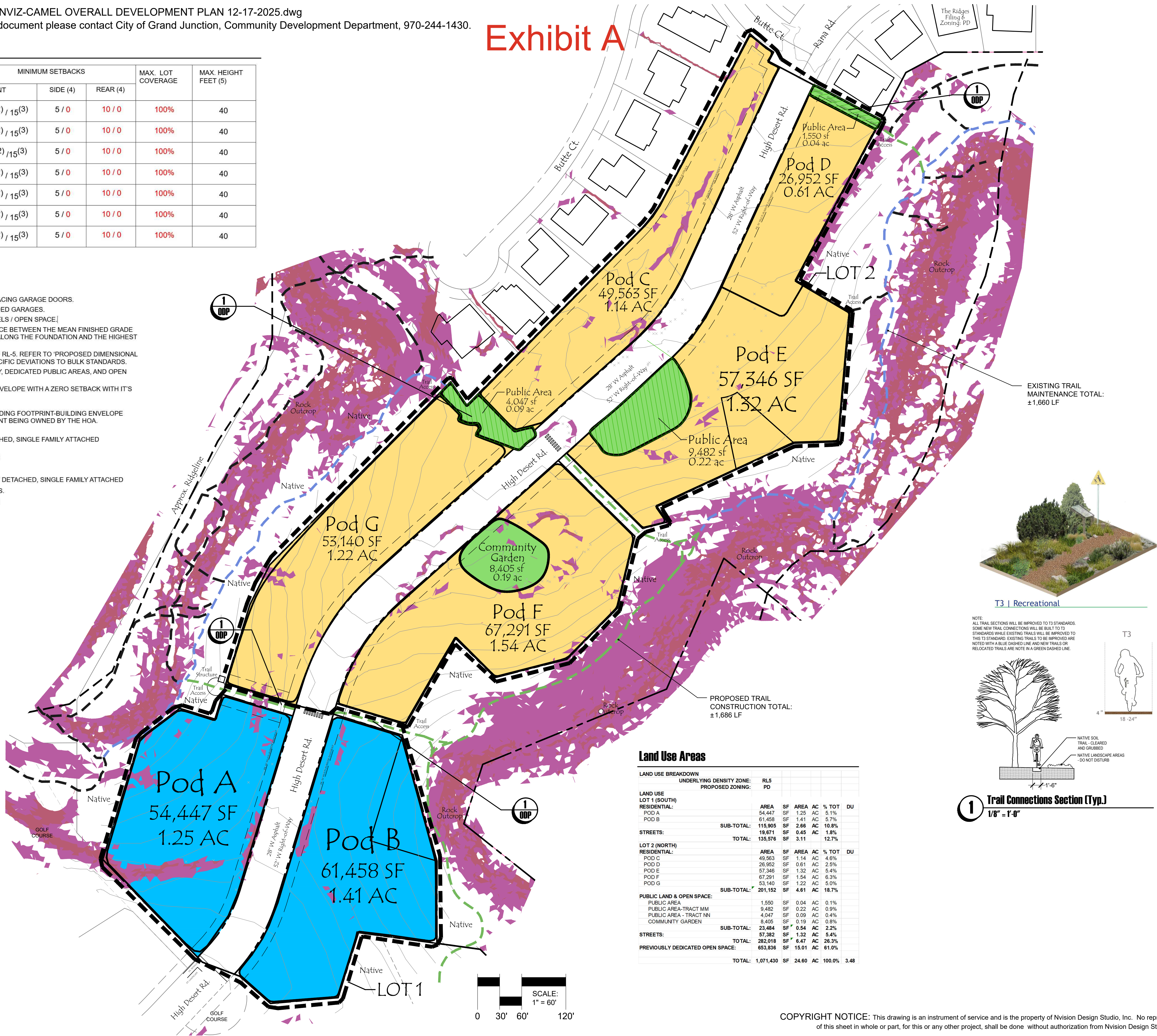
**PODS A & B** ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 20

**PODS C, D, E, F & G** ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70

Exhibit A



Land Use Areas

| LAND USE BREAKDOWN               |               | UNDERLYING DENSITY ZONE: RL5 |    | PROPOSED ZONING: PD |    |        |      |      |    |
|----------------------------------|---------------|------------------------------|----|---------------------|----|--------|------|------|----|
| LAND USE                         | LOT 1 (SOUTH) | AREA                         | SF | AREA                | AC | % TOT  | DU   | AREA | SF |
| RESIDENTIAL:                     |               | 54,447                       | SF | 1.25                | AC | 5.1%   |      |      |    |
| POD A                            |               | 61,458                       | SF | 1.41                | AC | 5.7%   |      |      |    |
| POD B                            |               | 115,905                      | SF | 2.66                | AC | 10.8%  |      |      |    |
| STREETS:                         |               | 19,671                       | SF | 0.45                | AC | 1.8%   |      |      |    |
| TOTAL:                           |               | 135,576                      | SF | 3.11                | AC | 12.7%  |      |      |    |
| LAND USE                         | LOT 2 (NORTH) | AREA                         | SF | AREA                | AC | % TOT  | DU   | AREA | SF |
| RESIDENTIAL:                     |               | 49,563                       | SF | 1.14                | AC | 4.6%   |      |      |    |
| POD C                            |               | 26,952                       | SF | 0.61                | AC | 2.5%   |      |      |    |
| POD D                            |               | 57,346                       | SF | 1.32                | AC | 5.4%   |      |      |    |
| POD E                            |               | 67,291                       | SF | 1.54                | AC | 6.3%   |      |      |    |
| POD F                            |               | 53,140                       | SF | 1.22                | AC | 5.0%   |      |      |    |
| POD G                            |               | 201,152                      | SF | 4.61                | AC | 18.7%  |      |      |    |
| SUB-TOTAL:                       |               | 201,152                      | SF | 4.61                | AC | 18.7%  |      |      |    |
| PUBLIC LAND & OPEN SPACE:        |               |                              |    |                     |    |        |      |      |    |
| PUBLIC AREA                      |               | 1,550                        | SF | 0.04                | AC | 0.1%   |      |      |    |
| PUBLIC AREA-TRACT MM             |               | 4,047                        | SF | 0.09                | AC | 0.4%   |      |      |    |
| PUBLIC AREA - TRACT NN           |               | 8,405                        | SF | 0.19                | AC | 0.8%   |      |      |    |
| COMMUNITY GARDEN                 |               | 23,484                       | SF | 0.54                | AC | 2.2%   |      |      |    |
| SUB-TOTAL:                       |               | 23,484                       | SF | 0.54                | AC | 2.2%   |      |      |    |
| STREETS:                         |               | 57,382                       | SF | 1.32                | AC | 5.4%   |      |      |    |
| TOTAL:                           |               | 282,018                      | SF | 6.47                | AC | 26.3%  |      |      |    |
| PREVIOUSLY DEDICATED OPEN SPACE: |               | 653,836                      | SF | 15.01               | AC | 61.0%  |      |      |    |
| TOTAL:                           |               | 1,071,430                    | SF | 24.60               | AC | 100.0% | 3.48 |      |    |

Project Name:

Camelback Gardens  
Grand Junction, Colorado

Landscape Architect:



Registration:



Legend

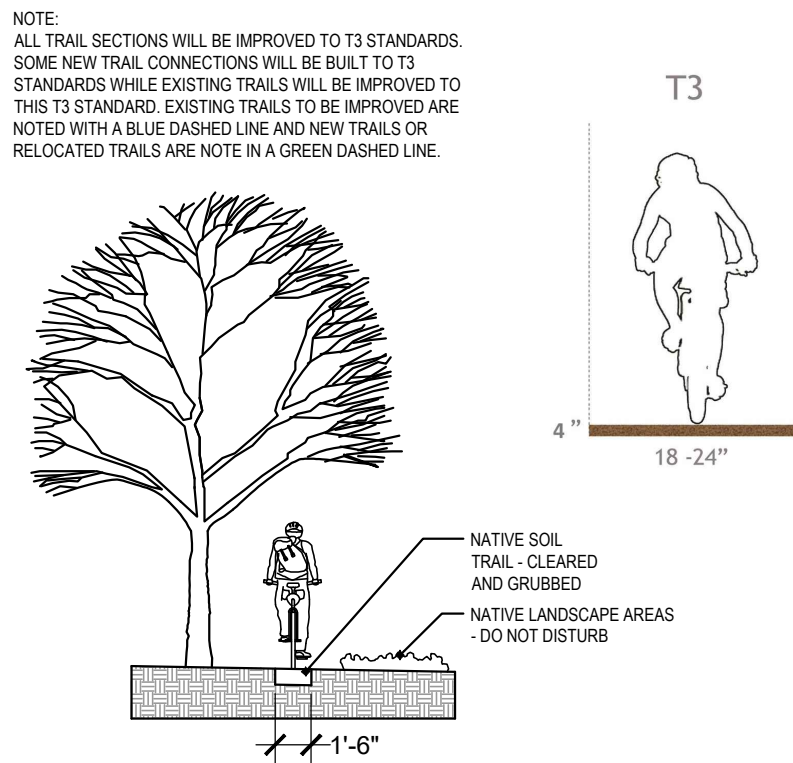
- 30%+ SLOPES
- OPEN SPACE / PUBLIC AREA
- MULTI-FAMILY RESIDENTIAL (ATTACHED)
- SINGLE FAMILY RESIDENTIAL (DETACHED)

- EXISTING TRAIL MAINTENANCE
- PROPOSED TRAIL CONSTRUCTION

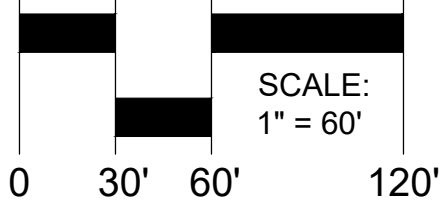
ODP NOTES:

1. THERE ARE NO EXISTING WETLANDS ON SITE.
2. THIS SITE IS OUTSIDE ANY 100-YEAR FLOOD PLAIN.

T3 | Recreational



Trail Connections Section (Typ.)  
1/8" = 1'-0"



Submittal:

Sheet Title:

Outline Development Plan

Project: Camelback Gardens

Date: December 17, 2025

Scale: 1" = 60'

Sheet:





# General Project Report

# Camelback Gardens

## Outline Development Plan

Developers: Michael Stubbs & Upland Homes, Inc.



# Camelback Gardens ODP

This report is the property of  
**Colorado Land Advisor, Ltd.,**  
it's successors, and assigns.



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Designing Colorado's Best PLACES | ColoradoLandAdvisor.com

**Jeffery Fleming, PhD - Urban Planner**

**Colorado Land Advisor, Ltd.**

**300 Main Street | Suite 302**

**Grand Junction, CO 81501**

**970.812.3288**

**LandAdvisor@ColoradoLandAdvisor.com**

As an urban planner much experience and research has gone into compiling data for this report. Information was collected from various sources and every attempt has been made to acknowledge the contributing sources. Any errors of omission are unintentional and should be brought to the attention of the author as soon as possible.  
'Creating One Colorado by Designing Colorado's Best PLACES'

Revision 7    31MAY25

# Contents

|                                            |    |
|--------------------------------------------|----|
| Introduction                               | 4  |
| Site Location                              | 5  |
| Public Benefit                             | 6  |
| Transportation, Emergency, Egress Services | 11 |
| Utility Services and Infrastructure        | 12 |
| Soils & Geology                            | 13 |
| Site Geology & Hazards                     | 14 |
| Development Schedule                       | 15 |
| Response to PD Criteria                    | 16 |
| Response to Rezone Criteria                | 26 |
| Development Team                           | 28 |

# Introduction

The properties which are subject to this ODP request are located at 381 and 409 High Desert Road in the Redlands area of Grand Junction.

The purpose of this Project Report is to outline the proposed project along with the features and proposed bulk standards which are designed to meet the evolving household culture within Grand Junction. The ODP meets the intent of the Comprehensive Plan with the compatibility of land uses. Improvements within Camelback Gardens will happen within individually platted pods, with the overall plan having a varying consistency which matches the original Ridges PUD. Zoning for the entire property or for each development “pod” will be established through this ODP. With this ODP, the pattern of development is established with densities assigned to the project. Currently the project is envisioned with up to 90 building envelopes.

This project being proposed would be for residential single family, single family attached, and multifamily housing in one of the most desirable neighborhoods of Grand Junction. The ODP takes into consideration outstanding views, easy access to hiking, biking, and the growing Downtown of Grand Junction. Camelback Gardens will be managed by an HOA.

One of the best parts about living in Grand Junction is the ease and quickness of getting to your destination without the headache of traffic. Many of the people that are moving into Grand Junction are here for the adventures.

These adventure seekers are also appreciative of the land that surrounds them. At Camelback Gardens it is easy to see why. These seekers are often made up of smaller household sizes of 1 & 2 persons.

With Denver’s housing markets reaching the average price of over half a million dollars and the population continuing to rise, it is pushing the urban outdoor enthusiast out and West to Grand Junction, ‘Colorado’s Western Capital’. Future homebuyers have different expectations than what is available through existing home inventory.

Camelback Gardens is envisioned to be developed as smaller, modern, energy efficient homes, as well as a few select golf course adjacent home sites.



# Public Benefit

Numerous T1, T2, and T3 trails circumnavigate Camelback Gardens. These natural surface trails connect through The Ridges Open Space to paved, fully developed T4 and T5 trail networks. These in-turn connect to the T6 Riverfront Trail system which provide opportunities for all trail user types. Walkers, hikers, trail runners, mountain bikers, and dog owners will be able to go out directly to their private trailhead to connect to this massive trail system.

The Ridges Open Space creates a unique setting which the future Camelback Gardens Final Plan will strive to integrate with.

Trail connections which are now on private property will be constructed to connect Rana Road and High Desert Road to the trail system. These will be entirely new trails.

Existing trails that are immediately adjacent to Camelback Gardens will be improved in cooperation with City of Grand Junction Parks and Colorado Plateau Mountain Bike Trail Association, Inc. (COPMOBA) volunteers,

Each of these improvements provide public benefit upon approval of the proposed ODP.

# Public Benefit



(e) Needed housing types and/or mix;

Camelback Gardens PD will fulfill several goals of the 2020 Comprehensive Plan. Smaller footprint housing will provide housing for smaller families (67.6% of households consist of 1 and 2 persons). It will also provide the preferred housing type to younger Millennials. It will add to the diversity of housing choices within the Grand Valley with single family, single family attached, and multi-family uses. It will be compatible with The Ridges PD wherein there are single family, single family attached, townhomes, duplexes, condominiums, and apartments. Camelback Gardens PD provides three possible uses within a single development. Unlike typical single family developments, all outdoor space will be owned and maintained by a homeowners association (HOA). The HOA will provide a high level of maintenance to the future homeowners. The HOA will maintain the landscaping and handle snow removal services. The development model leads us to the need for an PD rather than a standard subdivision. A straight zone would require the development to meet minimum lots size whereas the ODP will provide flexibility to deviate from the minimum lots size. This enables the development to create a model where only the building footprint is platted and all outside maintenance is performed by the HOA. It will be desired by the 'Recreationally Equipped', those people who live to play. Home and yard maintenance gets in the way of their fun so they will seek a development where someone else worries about mowing the grass and shoveling the snow, as in a planned development. The smaller footprint also lowers taxes making the homes slightly more affordable.

# Public Benefit

The public benefits component of the Camelback Gardens Zoning Code establishes a new neighborhood of housing which is sometimes referred to as 'middle housing'. This housing is more dense than single family homes built on the traditional 1/3 acre lot which is commonly seen around the valley. By creating an ODP the developer and subsequent home builders will be able to build smaller than average homes which makes them more affordable. With the ODP home building sites being smaller, the real estates taxes are reduced, further reducing mortgage payments. By making the homes and homesites smaller a few more homes will fit onto the site. This means more homes are built within the city and pressure to build outside the city on rural lands is reduced. In doing so, we keep the city in the city and the project contributes to protecting open and natural spaces around the valley.

*(f) Innovative designs;*

The architecture, floor plans, and roof lines will be all new designs. No house plans from other developments will be used. Each building site will be unique. and the plans will adapt to each specific view corridor and grading challenge. Modern desert architectural influences will be seen in the villas final designs. This housing type deviates from the traditional subdivision 'cookie cutter' single family homes on lots. Camelback Gardens will be platting footprints for buildings and using the natural surrounding environment to serve as "front yard/back yard". This is different in that each individual homeowner does not have their own lawns, outdoor space is shared through the homeowners association. The development model being proposed here is a more sustainable (water-wise and preserving the native flora) along with a low maintenance housing model.

*(g) Protection and/or preservation of natural resources, habitat areas and natural features; and/or*

**The development of Camelback Gardens will not affect any of the steep grades on the site. Steeper grades and Open Space will not be developed. Development of the project will be in lower portions of the valley on low to moderate grades. The development is well suited for development at a higher density in these areas.**

# Public Benefit

**By developing more housing that is closer to the core of the city, pressure on outlying areas is reduced, urban sprawl is reduced. The project is able to provide screening and buffering by using the rock outcrops and natural topography of the valley. Thus, preserving the same rocks, ridges, and boulders which limits development of the site. Due to this, in areas where development is appropriate a reduction in setbacks is being requested to offset the goal of preservation of natural ridge-lines. Minimum lots size deviations also enable a greater preservation of natural topography and vegetation along the perimeter.**

*Protection and preservation of natural open space resources and natural features. Note the resulting density of 3.48 DU/AC meets residential low expectations as stated at 21.05.040(b) Residential Density. Future homeowners will partner with the developer's contribution in the Camelback Gardens Homeowners Association (HOA) Fund. The HOA fund will provide a funding source for projects that will benefit the public including building and maintaining sustainable trails; updating and stabilizing parks/open spaces/community service areas; preserving native vegetation and wildlife habitats.*

In this case the developer previously dedicated the adjacent Open Space lands in order for them to be set aside for visual enjoyment as well as recreational opportunities. Through this development application the developer is proposing to enhance the Open Space trail system by performing maintenance and reconstruction of portions of The Ridges trail system. These efforts are intended to protect naturally scenic areas by creating a more predictable trail location through building a more curvilinear design. By clarifying the intended trails, less braided trails will be created by users. This helps users to 'stay the trail' and reduce the destruction of native desert plants and cryptobiotic soils.



# Public Benefit continued

## Characteristics of Middle Housing

### Small-Footprint Buildings

These housing types typically have small - to medium-sized footprints. This allows a range of housing types—with varying densities but compatible forms—to be blended into a neighborhood, encouraging a mix of socioeconomic households and making these types a good tool for compatible infill in 2024 The building footprints will be compact starting at 1200 square feet.

### Lower Perceived Density

Due to the small footprint of the building types and the fact that they are usually mixed with a variety of building types even on an individual block, the perceived density of these types is usually quite low—they do not look like dense buildings.

Camelback Gardens development may be considered infill as it is on vacant land within The Ridges and these specific parcels were platted in the 1980's, yet they remain vacant. Furthermore, within the 2020 Comprehensive Plan Growth

Tiers are identified which designate both 409 High Desert Rd and 381 High Desert Rd as Tier I Infill.

This request for PD is to allow the project to deviate from the required screening and buffering standards required by a straight zone. The intent for the development is to use the natural topography and flora to serve as buffering and screening. This will also create a greater sense of community in line with the Missing Middle Housing characteristic. This also promotes a lower impact development model that preserves the natural vegetation and topography.

### Smaller, Well-Designed Units

Most Missing Middle housing types have smaller units. The challenge is to create small spaces that are well designed, comfortable, and usable. The ultimate unit size will depend on the context. Smaller-sized townhomes, single family, duplex, and triplex buildings can help developers keep their costs down while attracting a different market of buyers and renters who are not being provided for in existing developments.

### Creates Community

Missing Middle Housing creates community through the integration of shared community spaces within the neighborhood and amenities or simply from being located within a vibrant neighborhood with places to eat, drink, and socialize. This is an important aspect in particular considering the growing market of single-person households that want to be part of a community. These smaller households have nearby opportunities for dining and socializing.

The Planned Development will promote a lower impact development model that preserves the natural vegetation. The deviation from privacy fencing standards supports these development goals while building neighborly interactions.

# Transportation, Emergency, Egress Services

Access is gained off of Rana Road, which connects to Ridges Blvd off of Ridges Circle. Ridges Blvd then connects to Highway 340/Broadway. Secondly you may take Highway 340 up Ridges Blvd to High Desert Rd. Ridges Blvd, Ridges Circle, and Rana Road are well-maintained and in good condition. They have a non-standard street section due to no curb, gutter, or sidewalks in most areas. We are connecting High Desert Rd to Rana Rd thus completing one of the city's goals for street connectivity. That is beneficial for emergency and utility services. High Desert Rd will be built to standard street width so that it will allow for on street parking. All shared driveways will be owned and maintained by the homeowners association.

The property is located in: Fire Area "F" as established by the City of Grand Junction Fire Department. Firefighters can respond to emergencies from Fire Station No. 5 located at 2155 Broadway, which is around 3.5 miles away from the project site.

The Grand Junction Fire Department currently employs over 90 full time employees and is one of the largest paid fire departments between Denver and Salt Lake City; the Grand Junction Fire Department has made numerous upgrades to it's service including a new 911 Call Center a few years ago.

Other emergency services are available from the City of Grand Junction Police Department; the Uniform Patrol section was comprised of sworn officers, non-sworn police service technicians, sergeants and lieutenants. Collateral duties such as the Canine Program, SWAT, the Bike Office Program, and Forensic Investigations fall under the Uniform Patrol section. In all, the Grand Junction Police Department has approximately 200 full time law enforcement employees.

Access to each dwelling unit will be gained over an HOA owned tract.

# Utility Services and Infrastructure

**DOMESTIC WATER** – All dwellings within the subdivision will be served by a publicly owned domestic water distribution system. New water services will be extended to each new dwelling from the 8” inch water main owned and operated by Ute Water Conservancy District. Existing lines are stubbed into the property from Rana Road and High Desert Road. New fire hydrants will be located throughout the development. It is estimated that 15,000 – 22,000 gallons per day will be consumed once the development is fully occupied.

**SANITARY SEWER** – Camelback Gardens is located within the 201/Persigo Boundary. Therefore, new sewage connections will be made to that system via individual 4” lines. There are currently 8” lines at both ends of the property in High Desert as well as Rana Road which can be connected to.

**IRRIGATION WATER** – The City of Grand Junction manages The Ridges irrigation water system after the water is taken from the Redlands Water and Power ditch. The City has upgraded the system recently. The system is known to be very reliable. It is anticipated that the existing line in Rana Road will be tapped for service to the development. It may be recommended that a loop be created in order to better serve the development. A loop would likely cross through open space to connect back to existing infrastructure.

**NATURAL GAS** – XCEL Energy has a line in Rana Road and High Desert Road which will be connected to and extended into Camelback Gardens.

## DRY UTILITIES

**ELECTRIC** - XCEL Energy has a line in High Desert as well as Rana Road that can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

**TELEPHONE** – Century Link has a line in High Desert as well as Rana Road which can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

**CABLE** – Spectrum has a line in High Desert as well as Rana Road that can be connected to. These lines have the capacity to serve the development. Lines will be underground on-site.

**CELLULAR** - Phone reception for each of the carriers is available with signals ranging from excellent (AT&T) to good (Verizon, Sprint and T-mobile).



# Soils and Geology

No man-made or natural geologic hazards are known to exist on the subject property. The US Department of Agriculture, Soil Conservation Service, has identified the following soils on the site. (The complete USDA narrative is available from Colorado Land Advisor)

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name                                     | Acres in AOI | Percent of AOI |
|------------------------------------|---------------------------------------------------|--------------|----------------|
| 87                                 | Persayo-Blackston complex, 6 to 45 percent slopes | 14.0         | 100.0%         |
| <b>Totals for Area of Interest</b> |                                                   | <b>14.0</b>  | <b>100.0%</b>  |





# Site Geology and Hazards

At the time of the investigation the site consists of open land. The site is gently undulating it runs generally along a valley between two buttes. An unimproved road runs across the side west from the end of Rana Rd to the end of High Desert Rd. Vegetation on the site consist of low grasses, prickly pear cactus, and brush. A few pinions and junipers located on, and adjacent, to the site. Numerous piles of fill dirt are located near the central bottom. This fill generally consists of rock fragments, sand, silt, and clay.

The surrounding vicinity of the site includes residential properties as well as Ridges Open Space lands. Open Space/community service lands contain several predominant rock outcroppings. These outcroppings are largely sandstone and some clay stone. These exposed rock outcroppings are stable and present minimal hazards to the site development. As infrastructure is developed a careful investigation will be performed to remove or relocate any loose rocks from the adjacent area.

# Development Schedule

## DEVELOPMENT PHASING SCHEDULE:

Camelback Gardens Planned Development shall consist of three Phases which were identified based upon site topography, housing style and price point. Pods within each Phase may be developed in any order to allow the flexibility to respond to market conditions.

Development and phasing are subject to deadlines. To satisfy deadline requirements, a Pod must obtain the First Planning Clearance or record the First Plat by the Requirement Expiration Date.

The Development Phasing Schedule within the Camelback Gardens Planned Development is established as follow:

| <u>Phase</u> | <u>Pod</u> | <u>Requirement Expiration Date</u>                                                      |
|--------------|------------|-----------------------------------------------------------------------------------------|
| Phase 1      | A,B        | First Pod by December 2028<br>Second Pod by December 2031                               |
| Phase 2      | C,D,E      | First Pod by December 2034<br>Second Pod by December 2037<br>Third Pod by December 2040 |
| Phase 3      | F,G        | First Pod by December 2040<br>Second Pod by December 2043                               |

1. Development Phasing Schedule constitutes a deadline for which development of a portion within each Phase must commence. Once commenced, the development of a Pod shall be completed in accordance with the Development

Phasing Schedule. Should the Development Phasing Schedule need to be extended, the City shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing thresholds.

2. The PD and ODP shall remain valid for any one Phase so long as a portion of any Pod has commenced to meet the requirements of the phasing schedule and has completed the requirements of the phasing schedule. If any Phase fails to meet the requirements of the phasing schedule, the approval of the PD and ODP for the specific Phase shall be considered lapsed.
3. Upon lapse of any Phase's development and phasing schedule, the zoning of the lapsed Phase will revert to the default standards of the RL-5 Zoning District.

# Response to PD Criteria

## 21.02.150 Planned development (PD).

(a) *Purpose.* The planned development (PD) district is intended to apply to mixed use or unique single use projects to provide design flexibility not available through strict application and interpretation of the standards established in Chapter 21.05 GJMC. The PD zone district imposes any and all provisions applicable to the land as stated in the PD zoning ordinance. The purpose of the PD zone is to provide design flexibility as described in GJMC 21.05.010. Planned development rezoning should be used when long-term community benefits will be derived, and the vision, goals and policies of the Comprehensive Plan can be achieved. Long-term community benefits include:

(1) *More efficient Infrastructure;* **By designing housing that will have 3-4 off street parking spaces this could allow for narrower street sections. This results would be lower long term costs to the City in maintenance of infrastructure items. With the proposed ODP there is very little new infrastructure to be maintained by the City. The extension of a single public street (High Desert Road) is being proposed which will serve the entire 10.6 acre site. The extensive use of shared driveways has diminished the need for the typical public street usage on the site. The use of private shared drives, private sewer lines, and private water lines will greatly reduce public infrastructure to be maintained by the city and public utilities. By designing housing that will have no less than 4 off street parking spaces per unit this could allow for narrower street sections. This results in lower long term costs to the City in maintenance of infrastructure items.**

**Surrounding areas were previously dedicated as Ridges Open Space. Thus the new community gardens and shared driveway areas will be dedicated and owned by the HOA with this development. Trails surround and criss-cross the property via tracts and should be considered part of the transportation network.**

(2) *Reduced traffic demands;* **Camelback Gardens will have a trail system in and around it which will encourage more walking throughout the project, these may be used for recreation as well as going to places like the mailbox. Camelback Gardens will have a developed trail system in and around it which will encourage more walking throughout the project, these will be used for recreation as well as going to places like the mailbox. Trails surround and criss-cross the property and should be considered part of the transportation network.**

# Response to PD Criteria

## **21.02.150 Planned development (PD).**

**Commuter traffic is likely to be impacted in a small way. Some traffic demands will likely be reduced by the fact that all of the residents of Camelback Gardens will have direct access to hiking and biking trails. They will be able to 'Bike-In/Bike-Out'™ of the development rather than loading up their vehicle with bike and gear and drive to some trailhead to begin their recreational riding ritual. Having immediate access to recreation is another factor in how we make good land use decisions. Camelback Gardens contributes to goals that include a connected active transportation system by increasing the number of direct and low-stress connection to key destinations within the city including trailheads for outdoor recreation. With the building and improving trails such as the Watertower Loop, this development should be considered as a preferred type which builds towards this goal.**

**(3) The improved trail system will provide a greater quality of public and/or private open space; Adjacent trails with views of the Grand Mesa, Colorado National Monument, Bookcliff Mountains, and Mount Garfield will add to the quality of living in the development. Although the development will be developed at urban densities, all of the surrounding open space was previously dedicated to the city and/or county. This significant feature will create a setting for the parcels to be developed. As a part of the development, the developer will provide monies and labor to improve and make more sustainable the adjacent off-site trail system which circumnavigates the development. These improvements will benefit the entire public. The improved trail system will provide a greater quality of public and/or private Open Space; adjacent trails with views of the Grand Mesa, Colorado National Monument, Bookcliff Mountains, and Mount Garfield will add to the quality of life in Grand Junction. All of the surrounding Open Space was previously dedicated to the city and/or county.**

**On-site improvements include new park space, new Open Space/community service lands, new garden space, and new connecting trails out into The Ridges Open Space. The improvements on private lands will be owned and maintained by the HOA for the benefit of each of the Camelback Gardens homeowners.**

# Response to PD Criteria

## ***21.02.150 Planned development (PD).***

**Future homeowners will partner with the developer's contribution into the Camelback Gardens Homeowners Association (HOA) Fund. The HOA fund will provide a funding source for projects that will benefit the public including building and maintaining sustainable trails; updating and stabilizing parks/Open Spaces; preserving native vegetation; developing an Agrihood COOP for growing and harvesting fruits and vegetables, thus promoting a greener lifestyle rooted in the natural landscapes of The Ridges.**

***(4) Recreational amenities; and/or Trails will connect throughout the development. These trails can be used for walking, dog walking, hiking, biking, and jogging. A Trail Shade Structure with boulders for seating will be created near the water tower trail connection. Gardening, walking, hiking, biking, bouldering, are all directly reachable from the project. A future garden will provide a setting for community gardening and be a focal point of residents.***

***(5) Needed housing types and/or mix; the ODP sets up opportunities for housing choices within a single development. There is a mix housing types that will add diversity to the neighborhood consistent with the goals of the Comprehensive Plan. Principle 5 of the Comprehensive Plan talks about Strong Neighborhoods and Housing Choices while Multi-family housing will also be permitted. Unlike typical single family developments the development, through it's HOA, will provide a high level of maintenance to the future homeowners. The HOA will also maintain the landscaping and handle snow removal services. These services will be desired by aging homeowners and young professionals who do not wish to perform common homeowner duties.***

# Response to PD Criteria

## 21.02.150(b) Planned development - Outline Development Plan (ODP).

(1) *Applicability.* An outline development plan is required. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a final plat. At ODP, zoning for the entire property or for each “pod” designated for development on the plan is established. This step is recommended for larger, more diverse projects that are expected to be developed over a long period of time. Through this process, the general pattern of development is established with a range of densities assigned to individual “pods” that will be the subject of future, more detailed planning.

(2) *Approval Criteria.* An ODP application shall demonstrate conformance with all of the following:

- (i) *The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; **Camelback Gardens ODP will strive to meet several principals of the 2020 Comprehensive Plan.***

### *Plan Principle 5: Strong Neighborhoods and Housing Choices*

**By designing and building homes and neighborhoods which align with today’s preferred lifestyles. Sustainable living coupled with recreational opportunities are at the core of the development. These values align with more and more persons who chose to live in Grand Junction. These elements part of the bond between neighbors. Neighbors won’t be neighbors because they happened to buy in the same development. Neighbors will be drawn to the development by the lifestyle choices afforded them by the amenities within and around Camelback Gardens. This will build a strong neighborhood.**

### *Plan Principle 6: Efficient and Connected Transportation*

**The connecting of the Redlands Mesa street known as High Desert Road to The Ridges street known as Rana Road will increase efficiencies and reliability for every utility servicing the area. A connected street increases safety. It reduces response times for police and fire. It opens options for getting to where a driver wants to go.**

# Response to PD Criteria

## *Comprehensive Plan Principles (continued)*

### *Plan Principle 7: Great Places and Recreation*

**The local of the proposed Camelback Gardens is highly unique. With panoramic views nestled between two rock outcropped ridges the setting is a 'Great Place'. This great place is circumnavigated by trails within the Ridges open space. These trails provide opportunities for dog walking, hiking, bicycle riding, rock climbing, bouldering, bird watching, and more. The proposed development would enhance these opportunities by creating a more sustainable trail network.**

**Grand Junction Circulation Plan: High Desert Road is classified as a Local Street. Under this proposal High Desert Road would connect to Rana Road. This connection would increase safety and response times as well as allowing for multiple routes of egress for residents in the area.**

**The Redlands Neighborhood Plan is severely out of date. The last update is over 20 years old. There is no specific mention of this area of The Ridges within the Redlands Plan. Development as a residential area does fulfill the vision of the Ridges Covenants. Developing at the proposed density would be similar and compatible with other sub-areas of The Ridges where in single family homes, townhomes, condominiums and a few commercial properties have been developed.**

**It will provide housing for smaller families (67.6% of households consist of 1 and 2 persons). It will provide the preferred housing type to younger Millennials. It will add to the diversity of housing choices within the Grand Valley. It will be compatible with previously approved area plans within the The Ridges PD and the Redlands Area.**



# Response to PD Criteria

## Outline Development Plan (ODP) continued

(ii) *The rezoning criteria provided in GJMC 21.02.140; This ODP application is to specifically identify bulk standards and address issues specific to these parcels.*

(iii) *The planned development requirements of Chapter 21.05 GJMC; “Zoning for the entire property or for each development “pod” is established at ODP”. Camelback Gardens ODP will create: (a) More effective infrastructure; (b) Reduced traffic demands; (c) A greater quality and quantity of public and private open space; (d) Other recreational amenities; (e) Needed housing types and mixes; (f) Innovative architectural designs in order to meet density guidelines; Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone as well as reduced setback criteria has been met.*

(iv) *The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25; Camelback Gardens is within the boundaries of The Ridges PD and Redlands Area Plan and will build upon a community which contains diverse housing type and architecture. The Ridges is a mixed density development with limited commercial space. The Redlands Plan is severely out of date at 20 years old.*

(v) *Adequate public services and facilities shall be provided concurrent with the projected impacts of the development; All necessary infrastructure items are currently available on both ends of the project. Dry utilities, wet utilities, and streets exist at the ends of High Desert Road and Rana Road. These will be extended into the project in order to provide public services and facilities to the development. Access is gained off of Rana Road, which connects to Ridges Blvd off of Ridges Circle. Ridges Blvd then connects to Highway 340/Broadway. Secondly you may take Highway 340 up Ridges Blvd to High Desert Rd. Ridges Blvd, Ridges Circle, and Rana Road are well maintained and in good condition. They have a non-standard street section due to no curb, gutter, or sidewalks in most areas. We are connecting High Desert Rd to Rana Rd thus completing one of the city's goals for street connectivity. That is beneficial for emergency and utility services. High Desert Rd will be built to standard street width so that it will allow for on street parking. All shared driveways will be owned and maintained by the HOA.*

**The property is located in: Fire Area “F” as established by the City of Grand Junction Fire Department. Firefighters can respond to emergencies from Fire Station No. 5 which is around 3.5 miles away.**

# Response to PD Criteria

## *Outline Development Plan (ODP) continued*

Other emergency services are available from the City of Grand Junction Police Department; the Uniform Patrol section was comprised of sworn officers, non-sworn police service technicians, sergeants and lieutenants. Collateral duties such as the Canine Program, SWAT, the Bike Office Program, and Forensic Investigations fall under the Uniform Patrol section. In all, the Grand Junction Police Department has approximately 200 full time law enforcement employees.

(vi) *Adequate circulation and access shall be provided to serve all development pods/areas to be developed;* **High Desert Road will be connected through to Rana Road in Camelback Gardens. Units will be connected to High Desert Road via shared driveways. Attention to design will ensure all engineering standards (TEDS) and Fire Department requirements are met.**

(vii) *Appropriate screening and buffering of adjacent property and uses shall be provided;* **Camelback Gardens will be a residential development abutting residential and open space areas. Where it abuts previously developed parcels a 6 foot fence will be installed on the common property lines. The use of the topography and landscaping will aid in buffering. development of the project will be in the lower portions of the valley on low to moderate grades. Alignment of building footprints also build into the design to create buffering.**

(viii) *An appropriate range of density for the entire property or for each development pod/area to be developed;* **The previously dedicated open space is being used in the calculations. Each pod uses the immediately adjacent open space in its calculations. The ODP is for up to 90 units on the property. The resulting 3.48 density falls within the low density development category as is seen in much of The Ridges neighborhood. Each Phase will will POD has a relatively higher density due to previously dedicated open space, a land exchange, dedication of park space, and, right-of-way being deducted out of the final calculations.**

(ix) *An appropriate set of base zone district standards for the entire property or for each development pod/area to be developed.* **The purpose of submitting this ODP will be to establish the bulk standards for the uniqueness of Camelback Gardens PD. The underlying RL5 comes close to matching the proposed overall densities. Variations from RL5 are justified on the next page of this GPR and the table on ODP Map.**

(x) *An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed;* **The Phasing Plan is outlined on page 15 of this report.**

# Response to PD Criteria

## 21.02.150(b) Outline Development Plan (ODP) continued

### Proposed Dimensional Standards - RL5

|       | MIN LOT SIZE  |             | MINIMUM SETBACKS                                          |          |          | MAX. LOT COVERAGE | MAX. HEIGHT FEET (5) |
|-------|---------------|-------------|-----------------------------------------------------------|----------|----------|-------------------|----------------------|
|       | AREA (SQ. FT) | WIDTH (FT.) | FRONT                                                     | SIDE (4) | REAR (4) |                   |                      |
| POD A | 2,400         | 40          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD B | 2,400         | 40          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD C | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD D | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD E | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD F | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD G | 1,200         | 30          | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0    | 10 / 0   | 100%              | 40                   |

#### NOTES:

- (1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
- (2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
- (3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
- (4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
- (5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
- (6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
- (7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
- (8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

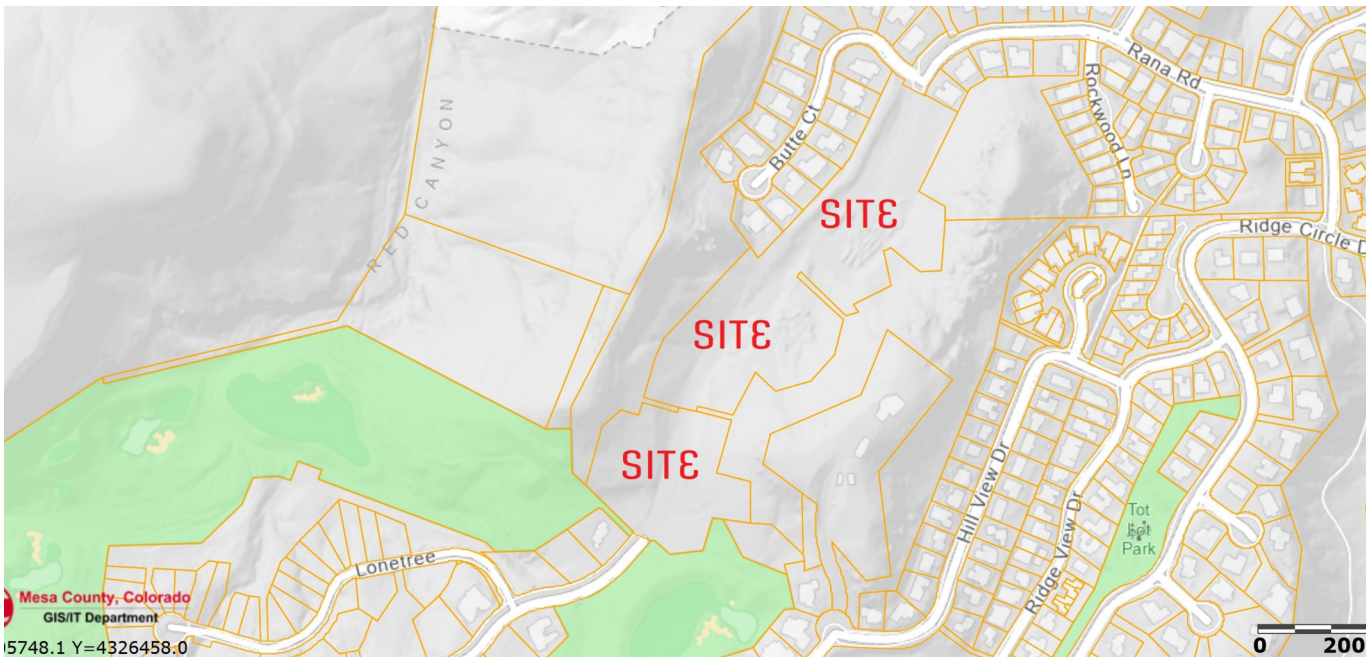
As shown above, all dimensional standards that align with RL5 zone district are in black. Any deviations that the PD is requesting through this ODP process are in red. The intent is to model some bulk standards after RM8 as is common within the Ridges Metro District (RMD). Within the RMD there are a vast array of densities ranging from R2 all the way up to R24. Housing styles cover the spectrum from single family, single family attached, townhomes, and condominiums. Camelback Gardens largely incorporates RL5 in the PD. Changes from this base zone enables the development to more closely align with current market conditions. Residents in the Valley have Endless choices for traditional development. For those seeking to enjoy the recreational lifestyle Camelback Gardens provides and for the maintenance of all exterior landscapes and driveways. This frees up homebuyers to enjoy the new and existing trails surrounding the development. By Creating a clustering of homes we are able to establish tracts of land for trail connections, a park as well as a community garden, This also allows for a higher degree of preservation of natural features and vegetation.

# Site Location

The subject site consists of two parcels of land within The Ridges. They are both irregularly shaped. Both parcels are vacant. Ground cover is native landscaping: grasses, a few small trees, and shrubs. The site has a great deal of topography with rock outcroppings and bike trails running through.

The site consists of two parcels of land which total 10.29 acres +/- . Located in Mesa County, Colorado. The latitude and longitude of the approximate center of parcel 2945-202-53-001 is Latitude: 39.061257 and Longitude: -108.618192.

This proposal will include an ODP with varying setbacks to The Ridges open spaces as well as to the abutting developed home lots in The Ridges and in Redlands Mesa.



# Response to PD criteria

v. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development,

As stated on page 12 of this report adequate utilities are stubbed into each end of the project, they exist on-site today. A development improvements agreement will be used to guarantee installation during the early phase of each pod.

vi. Adequate circulation and access shall be provided to serve all development pods areas to be developed,

As stated on page 11 of this report an adequate transportation network exists on each end of the project today. Two fully developed streets exist in High Desert Road and Rana Road. Camelback Gardens will connect High Desert Road to Rana Road during the final phases of development, this will increase circulation and safety within the neighborhoods. This is a goal of the Comprehensive Plan.

vii. Appropriate screening and buffering of adjacent property uses and structure shall be provided,

Camelback Gardens will meet the city standards for setbacks to previously developed residential properties. This development is also residential. Landscape buffering and fencing will be installed next to any previously developed residential properties where required by the Code..

viii. An appropriate range of density for the entire property or for each development pod area to be developed,

## Land Use Areas and Phasing

|                                         |                   |                  |           |              |           |               |             |              |
|-----------------------------------------|-------------------|------------------|-----------|--------------|-----------|---------------|-------------|--------------|
| <b>LOT 1 (SOUTH)</b>                    |                   |                  |           |              |           |               |             |              |
| <b>RESIDENTIAL:</b>                     |                   | <b>AREA</b>      | <b>SF</b> | <b>AREA</b>  | <b>AC</b> | <b>% TOT</b>  | <b>DU</b>   | <b>PHASE</b> |
| POD A                                   |                   | 54,447           | SF        | 1.25         | AC        | 5.1%          |             | 1            |
| POD B                                   |                   | 61,458           | SF        | 1.41         | AC        | 5.7%          |             | 2            |
|                                         | <b>SUB-TOTAL:</b> | <b>115,905</b>   | <b>SF</b> | <b>2.66</b>  | <b>AC</b> | <b>10.8%</b>  |             |              |
| <b>STREETS:</b>                         |                   | <b>19,671</b>    | <b>SF</b> | <b>0.45</b>  | <b>AC</b> | <b>1.8%</b>   |             |              |
|                                         | <b>TOTAL:</b>     | <b>135,576</b>   | <b>SF</b> | <b>3.11</b>  |           | <b>12.7%</b>  |             |              |
| <b>LOT 2 (NORTH)</b>                    |                   |                  |           |              |           |               |             |              |
| <b>RESIDENTIAL:</b>                     |                   | <b>AREA</b>      | <b>SF</b> | <b>AREA</b>  | <b>AC</b> | <b>% TOT</b>  | <b>DU</b>   | <b>PHASE</b> |
| POD C                                   |                   | 49,563           | SF        | 1.14         | AC        | 4.6%          |             | 3            |
| POD D                                   |                   | 26,952           | SF        | 0.61         | AC        | 2.5%          |             | 4            |
| POD E                                   |                   | 57,346           | SF        | 1.32         | AC        | 5.4%          |             | 5            |
| POD F                                   |                   | 67,291           | SF        | 1.54         | AC        | 6.3%          |             | 6            |
| POD G                                   |                   | 53,140           | SF        | 1.22         | AC        | 5.0%          |             | 7            |
|                                         | <b>SUB-TOTAL:</b> | <b>201,152</b>   | <b>SF</b> | <b>4.61</b>  | <b>AC</b> | <b>18.7%</b>  |             |              |
| <b>PUBLIC LAND &amp; OPEN SPACE:</b>    |                   |                  |           |              |           |               |             |              |
| PUBLIC AREA                             |                   | 1,550            | SF        | 0.04         | AC        | 0.1%          |             | 1            |
| PUBLIC AREA-TRACT MM                    |                   | 9,482            | SF        | 0.22         | AC        | 0.9%          |             | 4            |
| PUBLIC AREA - TRACT NN                  |                   | 4,047            | SF        | 0.09         | AC        | 0.4%          |             | 3            |
| COMMUNITY GARDEN                        |                   | 8,405            | SF        | 0.19         | AC        | 0.8%          |             | 6            |
|                                         | <b>SUB-TOTAL:</b> | <b>23,484</b>    | <b>SF</b> | <b>0.54</b>  | <b>AC</b> | <b>2.2%</b>   |             |              |
| <b>STREETS:</b>                         |                   | <b>57,382</b>    | <b>SF</b> | <b>1.32</b>  | <b>AC</b> | <b>5.4%</b>   |             |              |
|                                         | <b>TOTAL:</b>     | <b>282,018</b>   | <b>SF</b> | <b>6.47</b>  | <b>AC</b> | <b>26.3%</b>  |             |              |
| <b>PREVIOUSLY DEDICATED OPEN SPACE:</b> |                   | <b>653,836</b>   | <b>SF</b> | <b>15.01</b> | <b>AC</b> | <b>61.0%</b>  |             |              |
|                                         | <b>TOTAL:</b>     | <b>1,071,430</b> | <b>SF</b> | <b>24.60</b> | <b>AC</b> | <b>100.0%</b> | <b>3.48</b> | <b>DU/AC</b> |



# Response to PD criteria

## 21.02.150 (2)

*ix. An appropriate set of base district standards for the entire property or for each development pod area to be developed, and*

### NOTES:

- (1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
- (2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
- (3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
- (4) ADJACENT DEVELOPMENTS RESIDENTIAL PARCELS / OPEN SPACE.
- (5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
- (6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RL-5. REFER TO 'PROPOSED DIMENSIONAL STANDARDS' TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
- (7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
- (8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH IT'S PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLATTED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL PUD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

**PODS A & B** ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 20

**PODS C, D, E, F & G** ALLOWED USES: SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.

MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 70

### PHASING:

THE FIRST FINAL PLAN FOR A CAMELBACK GARDENS POD SHALL BE APPLIED FOR WITHIN 2 YEARS OF THE DATE OF THE APPROVED ORDINANCE.

*x. An appropriate phasing or development schedule for the entire property or for each development pod area to be developed.*

**The first Final Plan would be applied for within 2 years of the date of the approved ordinance and each subsequent phase would be scheduled to start within 3 years of the recording of the prior Phase: Phase 1 by 2027; Phase 2 by 2030; Phase 3 by 2033; Phase 4 by 2036; Phase 5 by 2039; Phase 6 by 2042; Phase 7 by 2045.**

# Response to Rezone criteria

21.02.140(a) Rezoning.

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

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

Currently, the property is zoned as (PD) Planned Development. We are requesting that the property be zoned to Planned Development for Camelback Gardens due to changes in the surrounding environment and land use. Surrounding developments such as: The Ridges is a Planned Development; Redlands Mesa is a Planned Development; Red Rocks Valley was developed as a PD; Redlands 360 is being developed as a Planned Development. This style of development is common in the area due to topographic restrictions and changing housing market demands.

The original zoning decision was made with the assumption that the surrounding area would remain mixed density residential. And, since that time, the area has undergone significant residential development, and the property is now more suited for a Planned Development than ever before.

According to the recent land use plan adopted by the city in 2020, the area is now designated as a low density residential district, making the original Ridges PD zoning and density less appropriate. Furthermore, market studies conducted in 2021 indicated that the area is now experiencing an increase in residential traffic, reinforcing the need for a non-traditional residential zoning designation.

The proposed rezoning and density adjustment is consistent with the City's Comprehensive Plan, which encourages mixed-density developments in this area to enhance residential housing opportunities and trail connections.

Given the substantial changes in the area's development, infrastructure, and economic conditions, it is clear that the original zoning designation no longer reflects the current realities of the site. The proposed rezoning to Planned Development would better align with the surrounding land uses and the City's future growth plans. These policies include the encouragement of more affordable housing on smaller lots.

Development approvals include time-based requirements which are shown on Page 15 of this report. The Applicant will track the status of those entitlements. The City adopted an entirely new zoning and Development Code as well as a new Transportation and Development Standards Code in early 2024. Camelback Gardens will adapt to these new expectations for infrastructure as well as policy shifts. Nearby Developments are doing the same.

# Response to Rezone criteria

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

In response to the rezoning request and in compliance with the criteria outlined in Section 21.02.140(a) of the Grand Junction Municipal Code, we respectfully provide the following explanation regarding how the character and/or condition of the subject area has changed, and how these changes align with the applicable goals and policies of the City's Plan.

## Changes in the Area:

Over the past several years, the subject area has undergone significant transformations in terms of both development and infrastructure improvements. These changes include:

**Increased Development Activity:** The area has experienced a marked increase in residential, commercial, and mixed-use developments. New construction, including multi-family housing and limited retail spaces, has been completed or is actively being developed. This shift reflects a growing demand for diverse land uses in the area, as well as an increase in population density and associated services.

**Infrastructure Enhancements:** Key infrastructure improvements have been implemented in the area, such as upgraded transportation networks (roads, bike paths, and pedestrian walkways), enhanced utility services, and the extension of public services. These improvements have directly impacted the functionality and accessibility of the area, supporting a wider range of land uses than what was envisioned in the 1980's including enhanced trail networks which provide recreational opportunities.

**Changes in Land Use Patterns:** The land use character of the area has evolved from primarily low-density residential zones to mixed-use and medium-density residential areas. This shift reflects a broader regional trend toward urbanization and a desire for more integrated, walkable communities.

**Proximity to Commercial and Employment Centers:** The subject area's proximity to key commercial districts and employment hubs has further driven demand for residential and mixed-density zoning. The growth of nearby job centers and the expansion of retail areas has made the area more conducive to higher-density, mixed-use development that supports recreationally focused residential activities.



# Response to Rezone criteria

## Alignment with the Plan Goals and Policies:

The changes described above are consistent with the overarching goals and policies outlined in the City's Comprehensive Plan. Specifically, the proposed rezoning aligns with the following Plan goals:

**Goal 1: Encourage Compact, Efficient Development:** The changes in land use and development patterns within the area support the City's goal to promote compact, efficient development that reduces sprawl and increases the use of existing infrastructure. The increased density and mixed-use development in the area are in line with this goal, optimizing land use and minimizing the environmental impact of urban expansion.

**Goal 2: Promote Sustainable Land Use and Growth:** The rezoning proposal is consistent with the City's commitment to sustainable development practices. The changes in land use—towards higher-density residential and mixed-use zones—encourage the efficient use of land and resources, align with sustainability goals, and reduce the need for extensive infrastructure expansion to accommodate growth.

**Policy 3.3: Foster Mixed-Use, Pedestrian-Oriented Neighborhoods:** As a result of the increased density and the integration of both residential and commercial uses, the rezoning aligns with the City's policy to foster mixed-use neighborhoods that encourage walkability, reduce reliance on automobiles, and enhance quality of life for residents.

**Policy 4.2: Improve Connectivity and Mobility:** The infrastructure improvements in the area, combined with the proposed rezoning, support the City's goal of improving connectivity and mobility. The rezoning is compatible with the enhanced transportation network, which facilitates ease of access and encourages pedestrian and bicycle use.

**Policy 6.1: Promote Economic Vitality:** The proposed rezoning will also help foster the City's economic growth objectives by providing opportunities for new businesses, jobs, and services that support both the local economy and surrounding areas. The proximity to commercial hubs and infrastructure improvements further enhances the area's potential for economic development.

# Response to Rezone criteria

## Conclusion:

The character and condition of the subject area have changed in significant ways over the past few years, and these changes align with the City's Plan goals and policies. The increased density, mixed-use developments, infrastructure improvements, and evolving land use patterns support a zoning amendment that is consistent with the City's vision for sustainable, vibrant growth. Therefore, the rezoning is justified and in line with both the City's long-term planning objectives and the immediate needs of the community.

***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***

Each Planned Development is unique. The type of development proposed would align with buyers' housing and demographic trends (smaller households, smaller homes, maintenance free living, recreationally connected) as explained on page 9 of this report. Very few land developers have the vision to create such a development. Camelback Gardens will add diversity to the housing choices in the area.

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

Deriving the benefit of delivering a more sought after housing type to the community helps attract more people to the area. The benefit of improving existing open space trails while constructing new sustainable connections across the area enabling recreationalists to traverse from the Lunch Loop area to the 'Watertower Trails' area.

Deriving benefits from safer roads through the connectivity of Redlands Mesas High Desert Road to The Ridges' Rana Road.

Deriving benefits from more *reliable utilities through the connectivity of water, gas, electric, cable TV, and telephone lines through Camelback Gardens as Redlands Mesa is connected to The Ridges.*

Deriving benefits from more open space and parks dedicated through the development of Camelback Gardens as Redlands Mesa streets, trails, and infrastructure are connected to The Ridges.

# Response to Rezone criteria

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

Abutting facilities and utilities are adequate to serve the type of proposed land use. The proposal creates the most efficient design for the city's long term maintenance. Much of what would fall upon the city for maintenance is designed within the homeowners association areas for their maintenance and expense. The proposed project would create connectivity between streets (Rana and High Desert Road) as well as water lines, gas lines, electric supply, telephone and cable TV lines. The proposal would add additional park space which the homeowners association would maintain. The proposal would memorialize areas which the general public has been using without a granted easement.

# Development Team

## Camelback Gardens Design & Construction Team

### **Development Designer, Planner & Project Manager**

Colorado Land Advisor, Ltd.

Dr. Jeffery Fleming

### **Landscape Architect & Design**

Nvision Design Studio

Rob Breeden PLA

### **Surveyor**

Polaris Surveying

Pat Click, PLS

### **Architect**

Kraai Design Architecture

Eric Kraai, Arch

### **Civil Engineer**

Rhino Engineering Professional Engineers

John Kornfeld P.E.

### **Geotechnical Engineer**

Huddleston Berry Engineering and Testing

Mike Berry P.E.

### **Structural Engineer**

Lindauer Dunn, Inc.

Frank Rinaldi P.E.

### **Title Company**

Advanced Title Company

Walter Janz



## Neighborhood Meeting Notes for **Camelback Gardens**

A Neighborhood Meeting was held on March 28<sup>th</sup>, 2022 at 5:30 PM at 2351 Rana Road. Approximately 33 people were in attendance at the meeting. 18 people signed in on the sign-in sheet provided.

Mr. Fleming of Colorado Land Advisor talked small talk with people as they looked at the images for the project which were presented on a table. People started gathering and a few people asked how big the homes were going to be? Mr. Fleming advised that the homes would be 2 stories, some 3 stories.

One person asked what the meeting was for? Mr. Fleming replied it was to advise the neighborhood what the project would look like and to answer any questions that they may have about it.

Mr. Fleming started the meeting by introducing himself from Colorado Land Advisor and Dani Acosta from the City of Grand Junction. Dani advised her role in the process and let the crowd know how they could give feedback/voice concerns online. Asked people to sign in on the sign-in sheets.

Several people pointed to the map and wanted clarity on where we were currently standing and where the development was going to be in relation to the golf course and the open space and other homes that are already standing. They also questioned if they were townhouses. Mr. Fleming clarified that they are single-family attached homes and that they have the same footprint as the homes behind them. The question was also asked several times if the homes would have garages and Mr. Fleming advised that yes, the homes would have garages and driveways.

“What consideration was made for the rain runoff?” one man asked. Mr. Fleming explained that in the plan there are micro basins that are part of the solution and the other part is getting water to the big stormwater catch basin for the residential development and pointed this out on the map as well as pointing in the direction of where they would be. The same man asked what he thought would happen to the value of their homes when this new neighborhood went up? Mr. Fleming advised he is an urban planner, not an engineer, and what he studies is how communities are developed and built and what it means to those that move into new developments, and what happens to those who live around them. Anytime you have new developments the value of the homes around it will go up. He then asked if the HOA would limit how many cars people would have? Mr. Stubbs answered that the HOA would restrict vehicles and Mr. Fleming added that each unit would have 4 parking spaces dedicated.

Other questions that were asked and answered by Mr. Fleming....

How long is the build timeline? Mr. Fleming stated approximately 6 years.

Is this subdivision going to have its own HOA? Yes, it will have its own separate HOA.

How far will the homes be from the fence in our backyard? There is a fire code that states how close the homes can be to yours and we're probably looking at 10 feet from the property line. That is a standard setback for the Mesa County building code.

Do you have plans on whether you will be starting building at this end or the other end? It is not 100% guaranteed, once we know more of the utility demands that may give us more direction but most likely this end.

All the trails we have currently go around us and it looks like on this map you are going to put a trail through the middle of the development on their bicycles? Yes, we would make a more defined trail around the neighborhood and we're going to give them a good place to cross through when people are coming off the larger trails.

Where are you at in the process? Dani from the City of Grand Junction explained that this neighborhood meeting is required before the formal application can be made and then there will be a public hearing process. Additionally, she directed people to GJ Speaks to give their input.

What is the existing zoning? Dani answered PUD. What is the target density? Low density and the city will review all of that.

How many houses are there going to be? There are currently about 75 units on the map that we are proposing but our application will say up to 90 units. Can you speak to why you choose this density compared to what we have in our existing neighborhood scale? In our community, we have people who according to Grand Junction Economic Partnership, you can look up their data on their website and I encourage you to do that, in Grand Junction single-person households are about 29% of the houses only have one person living in them, about 37% have two people living in them. The population with 3 or 4 kids is only made up of about 7% or so in the valley.

The group started organically talking amongst themselves and dispersing.

The meeting wrapped up about 6:30.

SIGN-IN SHEET FOR  
**Camelback Gardens**  
NEIGHBORHOOD MEETING 3/28/22  
Grand Junction, CO

NAME \_\_\_\_\_

ADDRESS

PHONE or EMAIL

Jeffery Fleming                      300 Main Street Suite 302 GJ CO 81501                      970-812-3288

FRANK & TERI NIVORNY 388 Butte Ct. GJ Cal 91507 970-201-5100

Frank & Rosemarie Rinaldi 3713 Hill View Dr. Grand Junction

BILL + SANDY LARSEN 2352 RANA RD. GJ CO 970-250-1858

Shirley Lambach 401 1/2 Redwood 270 4342

George Krug 401 Butte CT. Grand Junction 216-9006

Carollee Crawford 402 Burke Ct 417-773-3884

Dr. Dang Nkaner 409 Bathe Ct. 970-640-9241







**From:** [Shannon Casson](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Camelback Gardens public comment + GJSpeaks access request  
**Date:** Monday, February 9, 2026 8:03:34 PM

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**EXTERNAL SENDER**

**Only open links and attachments from known senders. DO NOT provide sensitive information.**

Hi Danielle,

I'd like to submit a written public comment regarding the Camelback Gardens development proposed between Rana Road and High Desert Road. I would also appreciate access to GJSpeaks so I can participate through the portal. Could you please create a login for me or send instructions on how to gain access?

**Public Comment for the Planning Commission Record:**

I am writing in opposition to the Camelback Gardens development as currently proposed.

Placing approximately 90 housing units in this location represents a density level significantly out of character with the surrounding area. This will create serious concerns related to traffic flow, pedestrian and cyclist safety, environmental impact, and loss of access to existing informal trail connections used by many residents.

Rana Road and High Desert Road already serve as key access points for residents, trail users, and cyclists. Increasing residential density at this scale will compound congestion and create safety risks in an area that was not designed to handle this volume of traffic.

In addition, this parcel serves as an important buffer and access point to nearby open space and trails. Development at this intensity risks degrading the natural landscape, impacting wildlife habitat, and reducing the quality of outdoor access that makes this area unique and highly valued by the community.

I respectfully ask the Planning Commission to reconsider the density and scope of this project and to prioritize traffic safety, environmental preservation, and trail access in any decisions moving forward.

Thank you for including this comment in the public record.

Sincerely,

Shannon Casson  
359 Aiguille Dr  
Grand Junction, CO 81507

**From:** [comdev](#)  
**To:** [Daniella Acosta](#)  
**Subject:** FW: Camelback Gardens proposed development  
**Date:** Tuesday, February 10, 2026 9:05:25 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image007.png](#)

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## Public comments on Camelback Gardens

**Jacob Kaplan**  
Planning Technician  
City of Grand Junction  
250 N. 5<sup>th</sup> St  
970-256-4019  
[gjcity.org](http://gjcity.org) | [EngageGJ](#)



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**From:** Teresa Edwards <[tparsleyedwards@gmail.com](mailto:tparsleyedwards@gmail.com)>  
**Sent:** Monday, February 9, 2026 6:28 PM  
**To:** comdev <[comdev@gjcity.org](mailto:comdev@gjcity.org)>  
**Subject:** Fwd: Camelback Gardens proposed development

⚠ **EXTERNAL SENDER** ⚠

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Hello,

I have twice now emailed [Daniellaa@gjcity.org](mailto:Daniellaa@gjcity.org) in attempt to get my comments on the proposed Camelback Gardens development conveyed to the planning commission ahead of the Feb 10 (TODAY's, when you read this) meeting and included in the public record for this matter. Both emails requested acknowledgement of receipt and neither has been acknowledged by anyone in Planning, nor are my comments reflected in the public comments section of the meeting packet now posted online.

I am out of town and unable to attend the meeting in person, which was the reason for using email to begin with. Would you be able to ensure that these comments reach the members of the commission - hopefully in time for this evening's meeting?

FYI, I have two neighbors who are in the same position of having sent comments on this matter to [daniellaa@gjcity.org](mailto:daniellaa@gjcity.org) and received no acknowledgment.

I appreciate any help or advice you can provide.

Teresa Edwards  
(919) 414-0005

----- Forwarded message -----

From: **Teresa Edwards** <[tparsleyedwards@gmail.com](mailto:tparsleyedwards@gmail.com)>  
Date: Thu, Feb 5, 2026 at 9:33 PM  
Subject: Fwd: Camelback Gardens proposed development  
To: <[Daniellaa@gjcity.org](mailto:Daniellaa@gjcity.org)>  
Cc: <[council@gjcity.org](mailto:council@gjcity.org)>

Hello Ms. Acosta,

I'm following up on my email below as I did not receive confirmation of receipt as requested. Would you kindly please confirm receipt? I hope you also shared my email with city council, since I asked that my comments be entered into public record and I understand the council voted on one of the issues mentioned in this evening's meeting.

I look forward to hearing from you.

Thank you,

Teresa Edwards  
(919) 414-0005

----- Forwarded message -----

From: **Teresa Edwards** <[tparsleyedwards@gmail.com](mailto:tparsleyedwards@gmail.com)>  
Date: Thu, Jan 29, 2026 at 5:25 PM  
Subject: Fwd: Camelback Gardens proposed development  
To: <[Daniellaa@gjcity.org](mailto:Daniellaa@gjcity.org)>

Ms. Acosta,

My name is Teresa Edwards and I live at 410 Prospectors Point. Having reviewed the developer's plan and other materials about the proposed Camelback Gardens development, I wish to express my concerns and request that the Commission and Council not approve this development as currently described. I will be out of town so unable to attend the February 10 hearing so I trust you will enter my concerns into the public record as appropriate. Specifically, my concerns are:

1. While the inclusion of the conserved open space might technically be allowed in calculating the 3.6 dwelling units per acre being quoted, the proposal absolutely, positively does not represent the character of 3.6 du/ac and is far out of sync with the surrounding neighborhoods of single family detached homes with more typical setbacks. The density and nature of structures proposed would, colloquially speaking, stick out like a sore thumb. A very sore thumb indeed to all of us who purchased property in this area because of its existing flow, spacious feel, and compatibility with the natural surrounds of the Ridges.

2. This development as proposed, while stated to add 90 dwelling units, would increase traffic on our neighborhood access road, Rana Road, by well more than 90 households' worth of traffic, because it would become the most direct route from town to all the households on High Desert Rd and beyond. This dramatically increased traffic further changes the character of our neighborhood, in addition to raising safety concerns for many adults and youngsters who walk on Rana Road (parts of which have no sidewalk) and increasing noise pollution for those of us who live here because we like to enjoy our outdoor spaces.

I respectfully request that the city NOT approve this development as proposed and instead request a revised proposal that more reasonably blends with the nature of the surrounding properties (e.g. single family detached homes with the same setbacks and actual perceived density of 5 du/ac or less when omitting all or most of the conserved open space), and that do not generate through traffic from Rana to High Desert Rd. Ideally, this would mean a layout such that some half or near-half of the new units would be accessed through High Desert and the other portion from Rana Rd, with no vehicle thoroughfare. If two routes of exit to the area are required for fire safety, I would request that the new community be gated for resident access only.

Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards  
410 Prospectors Pt  
Grand Junction, CO 81507  
(919) 414-0005

**From:** [Teresa Edwards](#)  
**To:** [Daniella Acosta](#)  
**Cc:** [Council](#)  
**Subject:** Fwd: Camelback Gardens proposed development  
**Date:** Thursday, February 5, 2026 9:33:58 PM

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**EXTERNAL SENDER**

**Only open links and attachments from known senders. DO NOT provide sensitive information.**

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Teresa Edwards  
(919) 414-0005

----- Forwarded message -----

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Date: Thu, Jan 29, 2026 at 5:25 PM  
Subject: Fwd: Camelback Gardens proposed development  
To: <[Daniellaa@gjcity.org](mailto:Daniellaa@gjcity.org)>

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2. This development as proposed, while stated to add 90 dwelling units, would increase traffic

on our neighborhood access road, Rana Road, by well more than 90 households' worth of traffic, because it would become the most direct route from town to all the households on High Desert Rd and beyond. This dramatically increased traffic further changes the character of our neighborhood, in addition to raising safety concerns for many adults and youngsters who walk on Rana Road (parts of which have no sidewalk) and increasing noise pollution for those of us who live here because we like to enjoy our outdoor spaces.

I respectfully request that the city NOT approve this development as proposed and instead request a revised proposal that more reasonably blends with the nature of the surrounding properties (e.g. single family detached homes with the same setbacks and actual perceived density of 5 du/ac or less when omitting all or most of the conserved open space), and that do not generate through traffic from Rana to High Desert Rd. Ideally, this would mean a layout such that some half or near-half of the new units would be accessed through High Desert and the other portion from Rana Rd, with no vehicle thoroughfare. If two routes of exit to the area are required for fire safety, I would request that the new community be gated for resident access only.

Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards  
410 Prospectors Pt  
Grand Junction, CO 81507  
(919) 414-0005

**From:** [Teresa Edwards](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Fwd: Camelback Gardens proposed development  
**Date:** Thursday, January 29, 2026 5:25:22 PM

**EXTERNAL SENDER**

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Ms. Acosta,

My name is Teresa Edwards and I live at 410 Prospectors Point. Having reviewed the developer's plan and other materials about the proposed Camelback Gardens development, I wish to express my concerns and request that the Commission and Council not approve this development as currently described. I will be out of town so unable to attend the February 10 hearing so I trust you will enter my concerns into the public record as appropriate. Specifically, my concerns are:

1. While the inclusion of the conserved open space might technically be allowed in calculating the 3.6 dwelling units per acre being quoted, the proposal absolutely, positively does not represent the character of 3.6 du/ac and is far out of sync with the surrounding neighborhoods of single family detached homes with more typical setbacks. The density and nature of structures proposed would, colloquially speaking, stick out like a sore thumb. A very sore thumb indeed to all of us who purchased property in this area because of its existing flow, spacious feel, and compatibility with the natural surrounds of the Ridges.
2. This development as proposed, while stated to add 90 dwelling units, would increase traffic on our neighborhood access road, Rana Road, by well more than 90 households' worth of traffic, because it would become the most direct route from town to all the households on High Desert Rd and beyond. This dramatically increased traffic further changes the character of our neighborhood, in addition to raising safety concerns for many adults and youngsters who walk on Rana Road (parts of which have no sidewalk) and increasing noise pollution for those of us who live here because we like to enjoy our outdoor spaces.

I respectfully request that the city NOT approve this development as proposed and instead request a revised proposal that more reasonably blends with the nature of the surrounding properties (e.g. single family detached homes with the same setbacks and actual perceived density of 5 du/ac or less when omitting all or most of the conserved open space), and that do not generate through traffic from Rana to High Desert Rd. Ideally, this would mean a layout such that some half or near-half of the new units would be accessed through High Desert and the other portion from Rana Rd, with no vehicle thoroughfare. If two routes of exit to the area are required for fire safety, I would request that the new community be gated for resident access only.

Would you kindly please reply to confirm receipt of these concerns?

Thank you for your assistance,

Teresa Edwards  
410 Prospectors Pt  
Grand Junction, CO 81507



(919) 414-0005

February 9, 2026

City of Grand Junction  
Attention: Planning Commission  
City Hall  
250 North 5th Street  
Grand Junction, CO 81501



The purpose of this letter is to voice opposition to the proposed Camelback Gardens Subdivision.

The City of Grand Junction once approved a low-density development (RL-4), creating the neighborhood we desired and bought into. It appears that the City is considering this proposal to allow a developer to build a dense, multi-family complex that would negatively impact the current residents of this community. The flowery language promising more trails and gardens is used to disguise the reality that this proposal would seriously detract from the quality of life for all residents living around this 10-acre development. Keeping the zoning at the original low-density per house allows plenty of outdoor access and enjoyment.

A critical flaw in this proposal is the number of vehicles that would be dumped onto Rana Road! Just calculating the minimum of 2 cars per unit for 90 units (times the statistical average of 2.44 trips per day per person) would load 439 additional cars onto Rana Road daily! Rana Road is a quiet road with people walking dogs, pushing baby strollers, jogging, and visiting. It is insane to think that this area can safely handle hundreds of more daily vehicles! It is difficult to believe that residents would use High Desert Road when Rana Road provides a shorter distance to Ridges Boulevard and town. Currently there are three dangerous intersections involving Rana Road (1. Rana Road and Ridges Circle - due to short-sight distance, 2. Ridges Circle and Ridges Boulevard, and 3. Ridges Boulevard and Broadway). Greatly increasing traffic at these intersections will increase the likelihood of accidents. The proposal claiming increased bicycle usage will reduce automobile traffic is doubtful as it isn't happening anywhere in town where expensive bike paths and markers have been installed!

Dense development should only be approved on new or primary streets that are designed to handle given amounts of traffic - which is the case with the existing dense developments in the Ridges. Increased dense development should not be allowed to be stuffed into existing lower-density subdivisions or on side streets. This is especially true here, as the City previously approved a certain density that people desired and therefore moved into the area.

This proposal would decrease the quality of life for existing residents and create serious traffic consequences. Deny the Camelback Gardens Subdivision proposal and reinstate the original RL-4 zoning.

Terry Keane  
Current resident and  
Former Landscape Architect and  
Department of Transportation Designer

**From:** [David C Sietsema](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Camelback Gardens Development - Feedback about safety concerns  
**Date:** Wednesday, January 28, 2026 10:16:29 PM

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**EXTERNAL SENDER**

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Hi Daniella,

I am writing this email to provide some feedback and commentary about the proposed Camelback Gardens Development. I am hoping that this feedback can be passed on to the planning commission.

I live at 408 1/2 Prospectors Point, which is accessed from Rana Road.

While the proposed development seems uncharacteristic of the surrounding area, my primary concern is safety on Rana Road and Ridge Cir Dr.

**Rana Road**

Rana Road is a quiet road with no sidewalks and street parking. This puts pedestrians into the road. This is not ideal, but if there is little traffic it doesn't create much conflict. I regularly see kids, adults, and pets, walking, running, and biking in Rana Road. Not on the side of the road, but in the road, because there is no sidewalk and cars are parked on the side of the road. I encounter this on nearly every drive into and out of the neighborhood. The speed limit is 20 mph, and most vehicles take it easy on this road, but not all. There are no traffic calming devices. Considering the design of the road, along with the current amount of pedestrian traffic and vehicle traffic, I do not think Rana Road could safely support any more traffic, not to mention nearly twice the traffic. This proposed development will come close to doubling the vehicle traffic and will certainly add some pedestrian traffic, too. Something must change: Rana Road is not design to support this huge increase in traffic. **I can see the headline now: "Dump truck kills small child on bike on Rana Road". Do you want that on your conscience?**

The first 200 or so feet of Rana Road from Ridge Circle Drive also serves as a connector between to sections of pedestrian pathway/trails, and the pedestrian traffic at that location is not just from nearby houses - it's people passing through on foot and bike.

**Ridge Cir Dr**

This road is better positioned to support more traffic, but I still think it is a safety concern in its current state. It has regular pedestrian traffic, and no sidewalks. It does have a parking lane that typically does not have cars parked, which makes a good place to walk. However, the curvature of the road, and the average speed of the traffic results in a meaningful percentage of vehicles driving over the lines and into this walking lane.

**Solutions**

**What would I suggest doing about this?**

**Force traffic to use roads that will support it. Route traffic on The Ridges Blvd to High Desert Road, and into the Camelback Gardens Development. This could only be**

**accomplished by closing off access to Rana Road. I understand that emergency egress and access would need to be maintained to Rana Road. A culdesac at the end of the development with a short concrete pedestrian section closing the gap to Rana road, with removable bollards should accomplish emergency access with minimal expense. High Desert Road is built to support the traffic and has a stand alone sidewalk on the side.**

My opinion is that this is the only viable option. There simply isn't enough room on the cross section of Rana road to support improving that road to viable standards that would support the increase in vehicle and pedestrian traffic. Reducing the density of the development would have a small impact, but there would still be a safety problem with the additional traffic, so I don't think that solves the problem.

I hope that you will consider this feedback and require the developer to make a change that will have almost no impact on cost: Put a culdesac and pedestrian/emergency vehicle pass through at the north-east corner of the development where it would connect with Rana Road.

Thank you

Dave Sietsema, MBA  
Accredited Land Consultant  
Colorado Ranch & Land Brokers  
<https://CRLBrokers.com/>  
[david@davidsietsema.com](mailto:david@davidsietsema.com)  
Cell: 970-753-9106

**From:** [Frank Margos](#)  
**To:** [daniellaa@gcity.or](mailto:daniellaa@gcity.or); [Daniella Acosta](#); [Rick Beauheim](#); [Chris Mcanany](#); [John & Christie Hatch](#); [4catsalida](#); [comdev](#)  
**Subject:** CAMELBACK GARDENS ODP. PLD-2023-121  
**Date:** Sunday, February 8, 2026 8:13:15 PM  
**Attachments:** [Cobblestone Ridges Camelback Gardens Resolution.pdf](#)  
[0268\\_001.pdf](#)  
[2026.02.05 Memorandum to Grand Junction Planning Commission.pdf](#)

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**EXTERNAL SENDER**

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Daniella/Planning Commission Members:

Enclosed please find written comments from the Cobblestone Ridges HOA and Chris McAnany. an interested homeowner living at 396 Butte Ct.  
Please review and include these attachments in the upcoming Planning Commission Meeting on February 10th, 2026.

From my perspective, the density (3.6 units per acre) that are being requested by the developer, far exceeds the present infrastructure to accommodate this density and will have an adverse impact on traffic, drainage, safety and irrigation. We believe that the formula used for the units per acre were arrived at in an unfair manner i.e. using already dedicated open space to unfairly reward the developer. The 3.6 units per acre would be justified but only without including that additional open space. 40 units (10.63 X 3.6) for the development would be more in line with current densities of new and surrounding subdivisions.

Respectfully,

Frank Margos  
President Cobblestone Home Owners Association.

Christopher G. McAnany  
396 Butte Court  
Grand Junction, CO 81507  
(970) 248-5862  
[mcanany@dwmk.com](mailto:mcanany@dwmk.com)

February 6, 2026

**By Hand Delivery**

Grand Junction Community  
Development Department  
250 North Fifth Street  
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments  
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,



Christopher G. McAnany

Enclosure

COBBLESTONE RIDGES HOA RESOLUTION  
IN OPPOSITION TO PROPOSED CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121  
January 21, 2026

The Cobblestone Ridges Homeowners Association (HOA) represents the 43 homeowners in the Cobblestone Ridges subdivision immediately to the north of the proposed Camelback Gardens development (PLD-2023-121). Cobblestone Ridges will suffer the most severe and adverse impacts from the currently proposed Camelback Gardens development. The Cobblestone Ridges HOA Board and members have reviewed Revision 7 of the Camelback Gardens Outline Development Plan (ODP) and have a number of serious concerns about the ODP that we believe the City of Grand Junction Planning Commission needs to address before granting any approval to the development. These concerns fall in five areas:

- Housing density
- Traffic
- Safety
- Drainage
- Irrigation

Our concerns in these five areas are described below, followed by our recommendations for how the Planning Commission should proceed.

### **1. Housing Density**

As discussed in the ODP, housing density is quite varied throughout the Ridges Development, fluctuating from 2 homes per acre (R2) to 24 homes per acre (R24). The ODP states that the Camelback Gardens Development will fit well with existing housing and does not have an impact in this area. However, the ODP does not take into consideration the density of the adjoining Cobblestone Ridges and High Desert neighborhoods, which is consistent with the current RL-4 zoning, and which will be most impacted by the Camelback Gardens development. In addition, the ODP calculations include City of Grand Junction Open Space in their estimation of housing density. By inappropriately including 15.01 acres of Open Space in their density calculations, they arrive at a figure of 3.48 units/acre on page 22 of their ODP. With the Open Space owned by the City excluded, their actual proposed density is 90 units spread over 10.63 acres, or 8.47 units/acre. When the development is broken into the southern lot 1, which comprises Pods A and B with 20 housing units, and the northern lot 2, which comprises Pods C, D, E, F, and G with 70 housing units, the proposed densities are 6.43 units/acre for lot 1 and 9.31 units/acre for lot 2.

On page 23 of the ODP, they state that “Camelback Gardens largely incorporates RL5 (sic) in the PD.” In the first place, RL-5 zoning has a maximum density of 5.5 units/acre, less than the 8.47 units/acre they are proposing. Secondly, the numerous deviations from RL-5 standards they are requesting leave their development more in line with RM-8 standards than RL-5 standards. The proposed density for lot 2 exceeds even the RM-8 maximum density of 8 units/acre.



This is a dramatic contrast to the existing density of 3.82 units/acre on Butte Ct in Cobblestone Ridges. This density does not even include the road surface area of Butte Ct itself, whereas the calculations for Camelback Gardens above do include the road surface area. The density in the rest of Cobblestone Ridges (Rana Rd and Saddle Ct) is also less than 4 units/acre.

Figure 1 below demonstrates the difference in density between the 19 existing units on Butte Ct (outlined in BLUE), as compared to the 70 proposed units of Camelback Gardens lot 2 shaded in RED. The proposed density for Camelback Gardens is inconsistent with the character of the adjoining neighborhoods, and would have a major impact on traffic on Rana Rd as discussed in the next section.

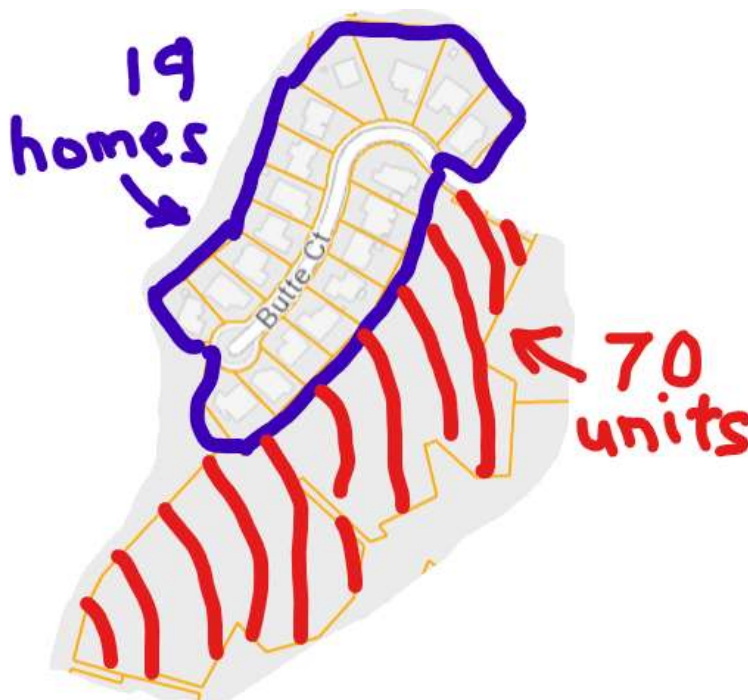


Figure 1. Home density comparison between Butte Ct and Camelback Gardens Lot 2

## 2. Traffic

At the top of page 17 of the ODP, it is stated that “Commuter traffic is likely to be impacted in a small way.” This grossly understates the impact of the proposed development on traffic. Rana Rd, the designated access road for Camelback Gardens, is currently (and has been for over 25 years) a quiet residential road that is effectively a dead-end road when combined with Butte Court. By connecting Rana Rd to High Desert Rd, it opens Rana Rd to much more than just the Camelback Gardens development. This connection will also make Rana Rd the shortest route from the lower (northern) end of the existing High Desert Rd down to the intersection of Ridges Blvd and Ridge Circle Dr on the way to Broadway. Starting at the intersection of High Desert Rd and Club Estates Dr, it is a distance of approximately 0.94 miles down High Desert Rd, Rana Rd, and Ridge Circle Dr to Ridges Blvd. The alternative route that goes up High Desert Rd to Ridges Blvd and then down to Ridge Circle Dr is a distance of approximately 1.25 miles (see Figure 2).



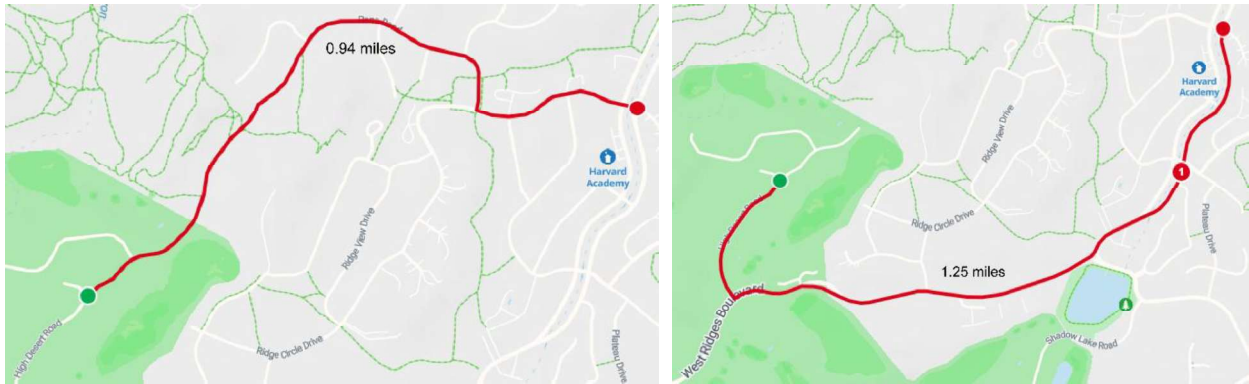


Figure 2. Comparison of Rana Rd and Ridges Blvd routes to intersection of Ridge Circle Dr and Ridges Blvd

Thus, the 36 planned or existing units on High Desert Rd north of Club Estates Dr and in the Lonetree development (T-Club Villas at Redlands Mesa) (see Figure 3), and potentially homes higher on High Desert Rd, are also likely to use Rana Rd once a connection is established.

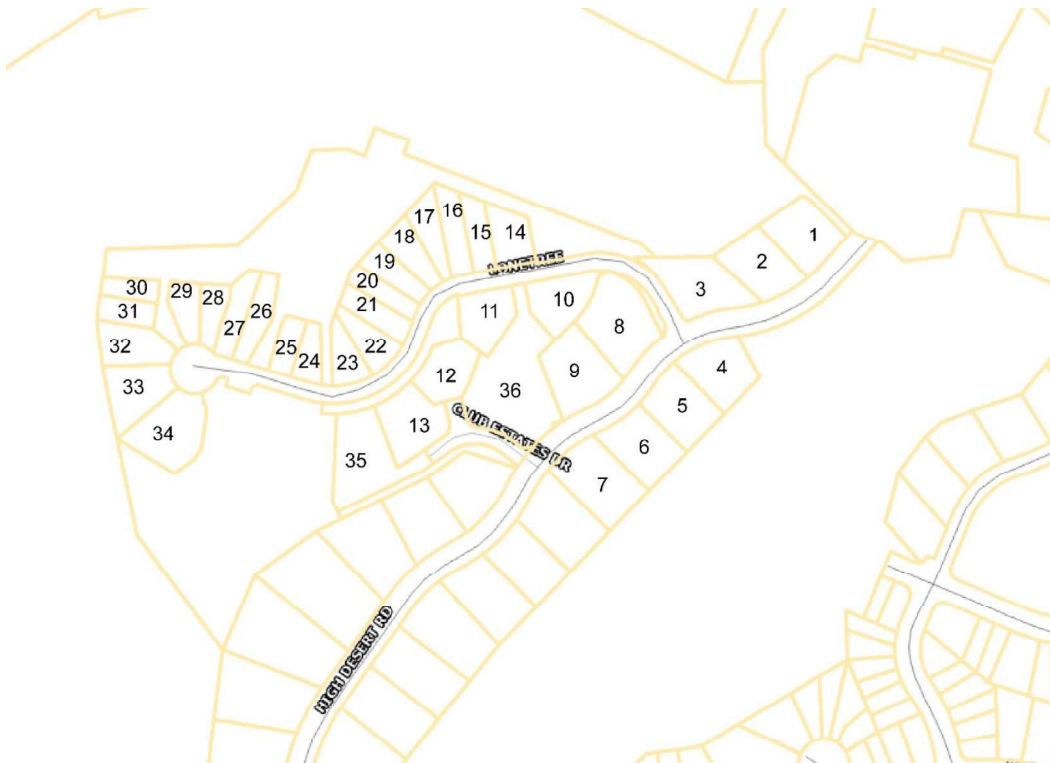


Figure 3. High Desert Rd and Lonetree units likely to use Rana Rd to access Broadway

Therefore, the proposed Camelback Gardens development would result in a minimum of 126 units newly accessing Rana Rd. The impact of this on traffic is shown in Table 1.

Table 1. Current and Potential Future Housing Units Accessing Each Intersection on Rana Rd

| Intersection              | Number of Existing Units Accessing Each Intersection | Number of Units Accessing Each Intersection With Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units, | Percent (%) of Increased Access at Each Intersection with Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units |
|---------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Rana Rd & Ridge Circle Dr | 155                                                  | 281                                                                                                                            | 81%                                                                                                                                    |
| Rana Rd & Prospector Pt   | 147                                                  | 273                                                                                                                            | 86%                                                                                                                                    |
| Rana Rd & Rana Ct         | 77                                                   | 203                                                                                                                            | 164%                                                                                                                                   |
| Rana Rd & Saddle Ct       | 59                                                   | 185                                                                                                                            | 214%                                                                                                                                   |
| Rana Rd & Rockwood Ln     | 43                                                   | 169                                                                                                                            | 293%                                                                                                                                   |
| Rana Rd & Butte Ct        | 19                                                   | 145                                                                                                                            | 663%                                                                                                                                   |

Traffic at each intersection along Rana Rd might increase by 81 to 663 percent, hardly a small impact. Rana Rd would change from a quiet residential street to one of the busiest roads in The Ridges, adversely affecting property values and the quality of the neighborhood in Cobblestone Ridges.

### 3. Safety

Rana Rd is currently a quiet residential street with little traffic. It is popular with pedestrians, both those simply walking through the neighborhood and those using it to access the Open Space that adjoins the proposed Camelback Gardens development. Because Rana Rd has no sidewalks over most of its length, pedestrians are typically walking in the street. These pedestrians would be put at increased risk by the substantially increased traffic that would result from the Camelback Gardens development as proposed.

These pedestrians include school-age children walking to the school bus stop at the intersection of Rana Rd and Ridge Circle Dr. While waiting for the bus, these children stand on the street at that intersection. If cars from 136 additional households are funneling through that intersection around the same time, these children will be placed at risk.

Additional risks are associated with greatly increased traffic making left turns at the intersections of Rana Rd and Ridge Circle Dr, Ridge Circle Dr and Ridges Blvd, and Ridges Blvd and Broadway (both entering and leaving The Ridges).

#### **4. Drainage**

This past summer, a major rainstorm (City workers estimated at 4" in one hour) hit the Cobblestone Ridges area. During this rainstorm, the stormwater drain on Rana Rd could not keep up with the runoff and resulted in water filling Rana Rd like a river, and eventually leaving massive mud deposits at the mouth of the storm drain that empties into the holding pond north of Rana Rd in the open area. The City did not have manpower or time to clean up this mud, so homeowners utilized shovels and wheelbarrows to haul the mud back up to the west end of Rana Rd where the Camelback Gardens development is proposed. This same type of challenge with mud and lack of drainage has occurred three times in the last two years.

The ODP does not address drainage in an adequate manner, but briefly mentions soil tests. With the additional area of asphalt connecting to the west end of Rana Rd along with a significant slope that will come off development, drainage issues will be greatly impacted unless additional drainage channels are created. Developed areas, particularly asphalt, concentrate and transport water much faster in a rainstorm than open ground. This can lead to water reaching drainage points faster, which can overwhelm local infrastructure and increase the risk of local or flash flooding.

#### **5. Irrigation**

Within the Camelback Gardens ODP, it is mentioned on page 12 with respect to irrigation that the City completed a recent upgrade to the system. The City did complete an upgrade within the Prospector Point area, but no improvements were made in the Cobblestone Ridges area adjacent to Camelback Gardens. Over the past several years, the City continues to clear shells out of the system that create partial and total blockage for homeowners within Cobblestone Ridges, especially on Rana Rd.

With the development of Camelback Gardens, an extension to the irrigation line on Rana Rd will require the City to mitigate the existing shell issues, along with other challenges the irrigation maintenance staff could expand upon. It will be expensive and very labor-intensive.

#### **Summary and Recommendations**

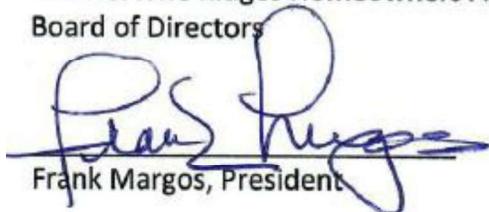
The Camelback Gardens development as currently proposed will have major adverse impacts on Cobblestone Ridges and other current residents who use Rana Rd. The housing density proposed for Camelback Gardens is several times higher than in Cobblestone Ridges and the current High Desert Rd. The proposed interconnection between Rana Rd and High Desert Rd will convert Rana Rd from the current quiet, effectively dead-end status it has enjoyed for the past 25+ years into a major transportation route. This will radically degrade the quality of the Cobblestone Ridges neighborhood and result in a major increase in traffic that will be hazardous to the pedestrians and school children who currently walk on Rana Rd. The development has the potential to exacerbate drainage problems already existing on Rana Rd, and may necessitate renovation of the irrigation system.

To prevent the worst of these impacts from happening and preserve the quality of the neighborhood insofar as possible, the Cobblestone Ridges HOA makes the following recommendations:

1. We recommend that the Camelback Gardens development be given an RL-4 zoning designation with no deviations, allowing the developer to develop his property in a reasonable manner consistent with the adjacent neighborhoods.
2. With respect to both traffic and safety, we recommend that instead of High Desert Rd being extended to connect to Rana Rd, High Desert Rd should be extended only into a cul de sac in the developer's lot 1, while Rana Rd is extended into a cul de sac in lot 2. This will limit the increase in traffic on Rana Rd to just the new units constructed in lot 2, reducing the danger to pedestrians on Rana Rd and to school children waiting for the school bus at Rana Rd and Ridge Circle Dr. It would also greatly reduce the number of left turns from Rana Rd onto Ridge Circle Dr and from Ridge Circle Dr onto Ridges Blvd.
3. We further recommend that the effects of the Camelback Gardens development (in whatever form) on drainage of storm water be more critically assessed to ensure that Rana Rd is not flooded whenever it rains.
4. Finally, we recommend that the expansion of the current irrigation system serving Rana Rd to serve the new Camelback Gardens be better evaluated so that the City is aware of the cost and effort that will be required.

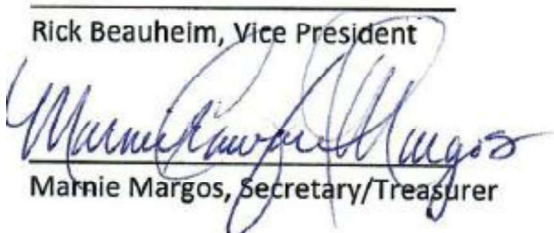
Respectfully submitted,

Cobblestone Ridges Homeowners Association  
Board of Directors

  
Frank Margos, President



Rick Beauheim, Vice President

  
Marnie Margos, Secretary/Treasurer

**Staff Note:** Mr. Margos' exhibits also included a copy of the memorandum drafted by Mr. McAnany. This memorandum was included among the exhibits submitted by Mr. McAnany.

**From:** [comdev](#)  
**To:** [Daniella Acosta](#)  
**Subject:** FW: Camelback Gardens ODP, No. PLD-2023-121, Comments For the Official Record  
**Date:** Tuesday, February 10, 2026 4:42:49 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image007.png](#)

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**Jacob Kaplan**  
Planning Technician  
City of Grand Junction  
250 N. 5<sup>th</sup> St  
970-256-4019  
[gjcity.org](http://gjcity.org) | [EngageGJ](#)



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**From:** Lucas Boyer <jhawkwx@gmail.com>  
**Sent:** Tuesday, February 10, 2026 3:43 PM  
**To:** comdev <comdev@gjcity.org>  
**Subject:** Camelback Gardens ODP, No. PLD-2023-121, Comments For the Official Record

⚠ **EXTERNAL SENDER** ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Lucas Boyer  
399 Butte Ct  
Grand Junction, CO 81507  
(816) 560-3394

February 10th, 2026

Dear Sir or Madam:

I am writing to voice concern regarding the Camelback Gardens ODP proposed adjacent to my residence in Cobblestone Ridges neighborhood. I purchased my home in this neighborhood in October 2022. At the time of my purchase I was aware of the empty

tract of land proposed for development, as well as the fact that it would not remain vacant in perpetuity. However, I have numerous concerns regarding the outline of this development as it pertains to my quality of life, impact to the surrounding landscape, and its inconsistency with the character of the surrounding neighborhood. My wife and I, as well as our 2 dogs use the surrounding open spaces daily, as well as walk and run the streets of our neighborhood. We are personally familiar with the majority of streets in our neighborhood, as well as the pedestrian nature and traffic flow of these streets as well. The addition of 90 housing units within our subdivision will substantially change the traffic pattern of our neighborhood. For anyone exiting the neighborhood, Rana Road is the shortest path to Ridges Blvd and Broadway beyond that. This will apply, as well, to occupants of the 90 units proposed. This adds a significant amount of traffic volume to a street that I walk and run on multiple times a week. Additional stop signs and speed humps have been added to this street already to address speeding traffic. The current density of single family housing in this neighborhood is presumably what this street was built to handle. However, the significantly higher density of Camelback Gardens creates an immediate concern for my, as well as my neighbors', safety. It also contributes to additional quality of life concerns(longer commutes, traffic jams, accident risk, etc) regarding traffic flow in and out of the neighborhood. Traffic volume at Ridges Blvd and Broadway is already a concern throughout the day and during the evening and morning commutes, as getting onto Broadway without a traffic light gets more difficult thanks to steady, fast moving traffic. This is a problem we share with other neighborhoods in the Redlands that have only one arterial street in and out of the neighborhood. Adding dense housing exacerbates the problem faster than infrastructure is keeping up.

Like other homeowners, I am aware of my property value and what it means to my long term financial stability. Purchasing a single family home in a developed neighborhood, I expect the neighborhood to remain consistent in its development character.

Unfortunately, Camelback Gardens tests the character of this neighborhood with a design inconsistent, namely the density, with the surrounding neighborhood. My concern as a property owner, is that homeowners dissatisfied with these changes will sell and buyers aware of these changes will seek other property or heavily negotiate prices downward, thereby potentially driving down the value of my investment. I'm certain the developers of this tract are aware of their investment as well. Home values in this neighborhood are already well above Grand Junction median home price. I believe the quality of this neighborhood will benefit their investment and I feel that there is plenty of money to be made on developing within the current standards of the surrounding housing. Unfortunately, the vague details of this plan and refusal of officials to hear comments from residents regarding this development give the appearance of a developer(city leaders) only concerned with maximizing profit(taxation)on a fixed parcel

of real estate, regardless of its impact on neighbors.

Working closely with meteorologists and wildfire professionals across the West Slope, I am well aware of the continued fire risks associated with housing adjacent to the urban-wildland interface. Wildfire impacts multiply quickly in dense tracts of development. The dense urban development characteristics of Camelback Gardens are an additional risk in neighborhoods skirting wildland interfaces.

For the reasons cited above, it is my request that the planning commission reconsider the request of the Camelback Gardens ODP, as well as hold them accountable to develop within the safer guidelines and present character of the surrounding neighborhood. Thank you for hearing my concerns.

Regards,  
Lucas Boyer



**From:** [Jay Alexander](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Feedback on proposed CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121  
**Date:** Sunday, February 8, 2026 10:04:57 PM  
**Attachments:** [Camelback Gardens letter 2-2026.pdf](#)

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**EXTERNAL SENDER**

**Only open links and attachments from known senders. DO NOT provide sensitive information.**

Hello Daniella,

Thank you for being receptive to inputs on the above project. I am unable to attend the meeting on February 10 and so have articulated my comments in the attached.

Best,  
Jay A.

February 9, 2026

Ms. Daniella Acosta  
Principal Planner  
Community Development Department  
City of Grand Junction

Ms. Acosta,

Thank you for the work you and your team do for Grand Junction and its current and future residents. I understand that in assessing proposed development projects you often must optimize outcomes against multiple objectives, some of which are in tension with one another. This letter will likely add to that tension with respect to the Camelback Gardens development that is currently under consideration, but I hope you will receive it in the constructive spirit in which it is intended.

By way of background, I am a 4+ year resident of High Desert Road. Previously I lived on Prospectors Point, another neighborhood impacted by the proposed development. I regularly walk and bicycle various routes in both neighborhoods and the nearby open space, and believe that I know the area well. Just this morning I took our dog on a loop through the dirt connector between High Desert and Rana roads, providing for some very current context on the development proposal. The characterization of Rana Road by the Cobblestone Ridges HOA as a “quiet, residential street popular with pedestrians” is accurate, and should be borne in mind even as some degree of change occurs.

Planned and executed wisely, the Camelback Gardens development would result in some needed benefits for the city and its residents, and given the planning staff findings as published, some form of it seems likely to proceed. However, I don’t believe conditional approval is appropriate at this time, due to the concerns articulated by the Cobblestone Ridges HOA. I find those concerns to be valid, and the resulting recommendations to be sound.

The recommendation to not connect High Desert to Rana (*“We recommend that instead of High Desert Road being extended to connect to Rana Road, High Desert Road should be extended only into a cul-de-sac in the developer’s Lot 1, while Rana Road is extended into a cul-de-sac in Lot 2.”*) is insightful. Through traffic works against many of the principles and best practices for creating pleasant, safe neighborhoods, and avoiding as much through traffic as possible benefits all three of the major resident constituencies: current and future residents of Rana Road and its tributaries, current and future residents of High Desert Road and its tributaries, and, importantly, current and future residents of the proposed development itself.

I believe this roadway recommendation merits genuine consideration by the city and the developer, as do the other recommendations made by the Cobblestone Ridges HOA. Such consideration will hopefully result in a revised proposal that better optimizes the interests of all vested parties. The current proposal is a reasonable starting point, but I am convinced we can do better. While I am writing for myself due to timing limitations prior to the February 10 meeting, I believe I am not alone in this perspective.

Again, I request approval be held until a refined proposal can be submitted and thoroughly assessed in light of the stated concerns.

Respectfully,  
Jay Alexander  
349 High Desert Road

John Jordy  
409½ Prospectors Point  
Grand Junction, CO 81507

21 January 2026

Grand Junction Planning Commission,

I have recently been made aware of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development.

My residence is located north and east of the PD, one of many of the subdivisions that use Rana Rd. for access to the City of Grand Junction and points beyond.

I offer the following: My major concern is the additional traffic that Rana Rd. will receive. Currently, approximately 140 single family homes use Rana Rd. for commuting. This PD states that it will add approximately 90 additional units. That represents an approximate 60% increase in households and accompanying traffic. This is a substantial increase.

Under the PD requirement analysis, in the Staff Report, paragraph b.21.05.030 states

“The distribution of housing types within the PD is intentionally structured to respond to the existing character of surrounding neighborhoods and to provide a contextual transition in scale and intensity across the site. The southern portion of the development (381 High Desert Road) is adjacent to the Redlands Mesa subdivision, where residential lot sizes generally range from approximately 0.3 to 0.8 acres. In recognition of this context, the PD limits housing types in this area primarily to single family detached and single-family attached units, maintaining compatibility with the established development pattern to the south.

The northern portion of the site (409 High Desert Road) abuts the Cobblestone Ridges, Sand Cliff Court, and Rockwood on the Ridges subdivisions, where lot sizes typically range from approximately 0.09 to 0.2 acres. Given this existing neighborhood pattern, the PD allows a broader range of residential housing types in this area, including duplexes, townhomes, and multifamily units, while still maintaining an overall low density residential character. This graduated approach allows the development to step intensity appropriately across the site rather than applying a uniform housing model.”

I disagree with the classification of the neighborhood pattern on the northern portion stating this area allows a broader range of housing types, when in fact, this area does not contain duplexes, townhomes, and multifamily units.

I would urge the Planning Commission to reconsider approving this ODP in its current configuration. The greater quality and quantity of open/public space is a positive. The allowance for duplexes, town homes and multi family dwellings is a negative.

Thank you for your time.

**From:** [Daniella Acosta](#)  
**To:** [Chris Mcanany](#)  
**Cc:** [Thomas Lloyd](#)  
**Subject:** RE: Camelback gardens PLD-2023-121  
**Date:** Wednesday, January 7, 2026 5:55:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Hello Mr. Mcanany

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<https://grandjunctionco-energovweb.tylerhost.net/apps/selfservice#/home>

Please feel free to contact me if you have any other questions.

Thank you,

**Daniella Acosta Stine**  
Principal Planner  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
O: 970-256-4089  
[gjccity.org](http://gjccity.org) | [EngageGJ](#)



---

**From:** Chris Mcanany <mcanany@dwmk.com>  
**Sent:** Tuesday, January 6, 2026 3:06 PM  
**To:** Daniella Acosta <daniellaa@gjccity.org>  
**Subject:** Camelback gardens PLD-2023-121

⚠ **EXTERNAL SENDER** ⚠

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Daniella:

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Chris McAnany



**Christopher G. McAnany**

Partner

744 Horizon Court, #300

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(970) 248-5862 (Direct)

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(970) 243-7738 (Facsimile)

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## Daniella Acosta

---

**From:** brendan shuey <bshue2@gmail.com>  
**Sent:** Tuesday, February 10, 2026 1:13 AM  
**To:** Daniella Acosta  
**Subject:** Questions and Concerns Regarding Camelback Gardens PD ODP (PLD-2023-121)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

⚠ **EXTERNAL SENDER** ⚠

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Dear Planning Commission Members,

I am a nearby homeowner whose property directly borders the proposed Camelback Gardens development area. I appreciate the time and effort that has gone into reviewing this project and understand that growth and housing development are important for the community. I am writing to respectfully ask a few questions and request consideration of potential edge protections for the small number of existing homes that sit immediately adjacent to the proposed building pods.

After reviewing the staff report and outline development materials, I would appreciate clarification on several points:

- **Building height:** The proposal allows structures up to 40 feet tall. Has consideration been given to stepping down height limits along the perimeter where new construction will sit very close to existing single-family backyards?
- **Setbacks at residential edges:** The report notes that 5-foot setbacks adjacent to other residential parcels are considered compatible. For homes directly along the boundary, has the City considered whether increased setbacks would better protect privacy and reduce visual impact from taller, clustered structures?
- **Grading and hillside cuts:** Several existing backyards sit at a higher elevation than the proposed build sites. What protections are in place to ensure that cutting into slopes near property lines will not affect soil stability, or long-term structural conditions along those edges?
- **Buffering along existing homes:** The report references buffering through open space and landscaping. In areas where buildings will be located near existing residential property lines rather than open space, are enhanced screening measures or landscape buffers being considered?

One final point I'm hoping to better understand relates to how open space is being used in the density calculation. I see that a significant portion of the site is being counted as preserved open space, which helps bring the overall density into compliance. However, from what I can tell, much of that area appears to consist of steep slopes, rock outcroppings, and terrain that likely would not have been buildable in the first place.

So my question is: how much of the preserved open space is actually usable and accessible for recreation versus land that would have remained undeveloped regardless due to topography? I ask because the clustering approach concentrates the homes into the limited buildable areas, which increases the intensity along the edges where existing neighborhoods meet the project. Has there been discussion about whether some of the most intense portions of the build could be shifted slightly inward from existing neighborhood edges?

I am not opposed to development of the property as a whole. My hope is simply that, as the project moves forward, thoughtful adjustments might be considered to reduce the impact on the limited number of existing homes that directly border the site.

These homes aren't just parcels on a map — they're where our families spend time outdoors, where our kids play, and where privacy and quiet have been part of the neighborhood for years.

Thank you for your time, your service to the community, and your consideration of these questions.

Sincerely,  
Brendan Shuey

--

Brendan J. Shuey  
[bshue2@gmail.com](mailto:bshue2@gmail.com)

**From:** [Carol Carpenter](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Re: Safety issues at Proposed Camelback Gardens  
**Date:** Monday, February 9, 2026 1:54:25 PM

---

**EXTERNAL SENDER**

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## Re: Safety issues at Proposed Camelback Gardens

Tho Whom it May Concern,

I am writing this in regards to the proposed development of Camelback Gardens & Upland Homes.

,

Allowing the proposed building would present many safety hazards.

There would be a huge increase in traffic. With the presented additional residences, the traffic would increase by 663%.

Even though Rana Rd is being extended up to High Desert Rd, the likelihood of any driver in the newly proposed area would be very limited. There is additional mileage (.93mi straight down Rana Rd with an increase to 1.51 mi from the proposed extension of Rana Rd to high Desert Rd) & time added on to a trip if you took the proposed road up to High Desert Rd in the Redlands Mesa area. It will be much quicker & easier to just coast down the hill on Rana Rd. The existing houses already on High Desert Rd & Lone Tree would use this easier access once the road is complete also. This would result in a minimum of 126 units ( with potentially 4 drivers/unit) using the new access to Rana Rd.

There are only sidewalks on Rana Rd on one side of the street from 2350 Rana Rd to 2360 Rana Rd.

With this being an area where residents enjoy the outdoors, many people ride their bikes, take babies for stroller rides, & walk their dogs. The area also has many older residents with some of them having mobility issues- they are out walking with canes, walking sticks & sometimes walkers. There are also households with school age children living on Rana Rd. The children use the road to walk to and from the bus pick up at the corner of Rana Rd and Ridge Circle Drive. Many of them sit on the road near and around the stop sign waiting for the bus in the morning. When daylight starts after the pick- up, they are out there in the dark and drivers may not see them. This must be put to a halt to ensure the safety of all residents in the area!

Sincerely,  
Carol Bierbower

Sent from my iPhone



**From:** [Carol Carpenter](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Safety concerns of proposed development of Camelback Gardens  
**Date:** Monday, February 9, 2026 2:00:50 PM

---

**EXTERNAL SENDER**

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# **This is the impact of the increased traffic on Rana Rd if Camelback Gardens is developed**



Please note this drawing to show how the increase of traffic ( up to 663%) was calculated.

Sincerely,

Carol  
Bierbower  
Sent from my iPhone

**From:** [Chris Mcanany](#)  
**To:** [Daniella Acosta](#); [comdev](#)  
**Subject:** Camelback Gardens ODP, PLD 2023-121  
**Date:** Friday, February 6, 2026 11:22:22 AM  
**Attachments:** [0268\\_001.pdf](#)  
[2026.02.05 Memorandum to Grand Junction Planning Commission.pdf](#)

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**EXTERNAL SENDER**

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Sir or Madam:

My letter and memorandum on the Camelback Gardens ODP is enclosed. Please provide this to staff and to the Planning Commission ahead of the February 10, 2026, public hearing. This document is to be made part of the record of decision in the above matter. Thank you.

Chris McAnany  
396 Butte Court  
Grand Junction, CO 81507  
[mcanany@dwmk.com](mailto:mcanany@dwmk.com)  
(970) 248-5862

**From:** [Chris McAnany](#)  
**To:** [Daniella Acosta](#)  
**Subject:** Camelback Gardens ODP  
**Date:** Friday, January 30, 2026 10:12:22 AM

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**EXTERNAL SENDER**

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Daniella:

I understand that the hearing before the Planning Commission on the Camelback Gardens ODP matter is rescheduled to February 10, 2026. I presume that also means that the hearing before the City Council set for February 4 will also be pushed back. Please confirm if that is correct and let us know of any new date(s). Thank you.

Chris McAnany  
(970) 248-5862

## Daniella Acosta

---

**From:** Chris Mcanany <mcanany@dwmk.com>  
**Sent:** Monday, January 12, 2026 11:35 AM  
**To:** Daniella Acosta  
**Subject:** RE: Camelback gardens PLD-2023-121

EXTERNAL SENDER

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Daniella:

Thank you for letting me know the change of date for the Camelback Gardens hearing. I have a question about this application.

The staff report and related materials show that the developer is getting credit for previously dedicated open space of 61% of the project area, approximately 15.01 acres. What is the documentation for this credit? I am aware that several unbuildable ridge areas were dedicated to the City as open space during previous development phases of Cobblestone Ridges. Can you point me to the document(s) that substantiate that this developer gets to rely upon these previous dedications to establish the density of the current proposal? Is there some agreement that confirms such a finding?

Please let me know what you base this on. If there is a document that explains this, please send me a copy because it was not contained in the documents accompanying your staff report. Thank you for your help.

Chris McAnany  
(970) 248-5862

---

**From:** Daniella Acosta <daniellaa@gjcity.org>  
**Sent:** Wednesday, January 7, 2026 5:56 PM  
**To:** Chris Mcanany <mcanany@dwmk.com>  
**Cc:** Thomas Lloyd <thomas.lloyd@gjcity.org>  
**Subject:** RE: Camelback gardens PLD-2023-121

Hello Mr. Mcanany

The Planning Commission hearing has been continued to January 27. The staff report and all pertinent materials will be republished for that hearing date and will be available for download on the City's Agenda page at [gjcity.org](http://gjcity.org) on the Agendas & Minutes page once posted.

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<https://grandjunctionco-energovweb.tylerhost.net/apps/selfservice#/home>

Please feel free to contact me if you have any other questions.

Thank you,

**Daniella Acosta Stine**  
Principal Planner  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
O: 970-256-4089  
[gjcity.org](http://gjcity.org) | [EngageGJ](https://engagegj.org)



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**From:** Chris Mcanany <[mcanany@dwmk.com](mailto:mcanany@dwmk.com)>  
**Sent:** Tuesday, January 6, 2026 3:06 PM  
**To:** Daniella Acosta <[daniellaa@gjcity.org](mailto:daniellaa@gjcity.org)>  
**Subject:** Camelback gardens PLD-2023-121

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Chris McAnany



**Christopher G. McAnany**  
Partner  
744 Horizon Court, #300  
Grand Junction, CO 81506  
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**From:** [Chris Mcanany](#)  
**To:** [Daniella Acosta](#)  
**Subject:** RE: Camelback gardens PLD-2023-121  
**Date:** Monday, January 12, 2026 11:34:57 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

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**Cc:** Thomas Lloyd <thomas.lloyd@gjcity.org>  
**Subject:** RE: Camelback gardens PLD-2023-121

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Please feel free to contact me if you have any other questions.

Thank you,

**Daniella Acosta Stine**

Principal Planner

City of Grand Junction

250 N. 5<sup>th</sup> Street

O: 970-256-4089

[gcity.org](http://gcity.org) | [EngageGJ](#)



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**Sent:** Tuesday, January 6, 2026 3:06 PM

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**Subject:** Camelback gardens PLD-2023-121

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**Date:** Wednesday, January 7, 2026 5:55:00 PM  
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**To:** Daniella Acosta <daniellaa@gjcity.org>  
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**From:** [Chris Mcanany](#)  
**To:** [Daniella Acosta](#); [comdev](#)  
**Subject:** Camelback Gardens ODP, PLD 2023-121  
**Date:** Friday, February 6, 2026 11:22:22 AM  
**Attachments:** [0268\\_001.pdf](#)  
[2026.02.05 Memorandum to Grand Junction Planning Commission.pdf](#)

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Sir or Madam:

My letter and memorandum on the Camelback Gardens ODP is enclosed. Please provide this to staff and to the Planning Commission ahead of the February 10, 2026, public hearing. This document is to be made part of the record of decision in the above matter. Thank you.

Chris McAnany  
396 Butte Court  
Grand Junction, CO 81507  
[mcanany@dwmk.com](mailto:mcanany@dwmk.com)  
(970) 248-5862

Christopher G. McAnany  
396 Butte Court  
Grand Junction, CO 81507  
(970) 248-5862  
[mcanany@dwmk.com](mailto:mcanany@dwmk.com)

February 6, 2026

**By Hand Delivery**

Grand Junction Community  
Development Department  
250 North Fifth Street  
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments  
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,



Christopher G. McAnany

Enclosure

## MEMORANDUM

TO: Grand Junction Planning Commission

FROM: Christopher McAnany and Michelle McAnany  
396 Butte Court, Grand Junction, CO 81507

RE: Camelback Gardens ODP, 381 Rana Road, PLD-2023-121;  
Hearing Date February 10, 2026

Date: February 5, 2026

We submit these comments with respect to the application for the Camelback Gardens ODP (the Application). While we do not oppose the right of the Developers to develop their lands, we oppose the ODP in its current configuration, and we urge the Planning Commission (PC) to recommend a plan that is more in keeping with the scale of development already existing in the Cobblestone Ridges neighborhood. For that reason, we **request that the PC recommend denial of the Application as submitted.** We request that all of these materials be made part of the official record of the Application and forwarded on to the City Council. We request written notice and an opportunity to be hearing at all future hearings on this Application, for the reasons set forth below.

### 1. Standing.

We own our home at 396 Butte Court and we have lived there continuously since 2005. All of the statements in this memorandum are based on our personal knowledge. Our home directly abuts the lands encompassed by the Application, which is immediately to the east of our backyard. We will be harmed by the proposed development because the Developers propose to construct multiple dwellings up to forty (40) feet high ten (10) feet from our backyard property line, thereby affecting our property values, views, sunlight access, and privacy. We also use a trail that exits our property to access the unbuilt portion of Rana Road, and that access appears to be jeopardized. Additionally, we use the adjacent open space that is referenced in the Application.

We have personal knowledge of all of the lands owned by the Developers because this area has been used by us and many of our neighbors to access nearby City of Grand Junction open space.

### 2. Review Criteria.

The criteria contained in Section 21.02.150(a) of the Grand Junction Zoning and Development Code (2010) apply.<sup>1</sup> Planned developments rezoning should be used “when long term community benefits will be derived...”, including more efficient infrastructure; reduced traffic; more usable public or private open space; recreational amenities; and/or

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<sup>1</sup> Unless otherwise noted, all Grand Junction Zoning and Development Code citations in this document are to the 2010 version, which staff has deemed applicable to the current Application.

needed housing choices. Id. Under Section 21.02.150(b)(2), the Applicant has the burden of showing conformance with all of the criteria, subsections i) through x) of that section. We address each of these separately.

**i) The Application Does Not Comply with Comprehensive Plans and Policies.**

The Staff Report (January 13, 2026)<sup>2</sup> asserts that the proposal is consistent with City advisory plans and policies because it is infill development, context-sensitive development, and harmonious with the 2019 Housing Needs Assessment. Staff Report, p. 281. We agree that the Application is infill development, but dispute the remainder.

First, the Application does not comply with the Grand Junction Comprehensive Plan. The Application lands are currently designated as PD, and much of the existing development in the Ridges includes Planned Unit Developments (PUDs). However, the 2020 Comprehensive Plan, pp. 59-60, designates the future development in the Ridges as “residential low” density, of between 2 to 5.5 dwellings per acre. The Applicant’s proposal, which contemplates 90 houses on 10.29 acres amounts to 8.7 dwellings per acre. The Application does not meet this basic consistency requirement, and the staff glosses over this defect.

Second, the application does not comply with the City’s Housing Strategy policies. Three of the four top housing needs in Grand Junction are driven by lack of affordability. See Grand Junction Housing Strategy Update 2024, p. 4. While different types of housing may be desirable, this Applicant is not proposing affordable housing. Homes similar to the Applicant’s proposal in the Ridges are listed \$675,000 (2398 Ridge Circle Drive- Velo Ridge, MLS 20251296). There is no proof that this application supports housing affordability, and the applicant offers no data that the housing mix is needed to satisfy affordable housing needs.

**ii) Compliance with the Rezoning criteria provided in GJMC 21.02.140 is not Shown.**

We address those criteria as stated in the ordinance.

1. Subsequent Events have invalidated the original premises and findings.  
See #2 below.
2. The character or condition of the area has changed such that the amendment is consistent with the Plan.

The build-out in the immediate vicinity of the Applicant’s property is zoned R-4. In addition to being inconsistent with the Comprehensive Plan, the Application is inconsistent with adjacent zoning.

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<sup>2</sup> All references to the Staff Report are to the January 13, 2026 document.

The Cobblestone Ridges neighborhood is closest to the Application property, sitting immediately north and west. Cobblestone Ridges was developed as R-4, a zoning designation deemed appropriate for residential low-density development. R-4 calls for a minimum lot size of 7,000 square feet, with minimum setbacks of 20 feet (front), seven feet (side), and 25 feet (rear). In fact, lot sizes and setbacks in Cobblestone Ridges are considerably larger than these minimums. The houses now existing closest to the Application area (Butte Court, Saddle Court, and Rana Road) are all built to R-4 standards. Cobblestone Ridges Phase 1 comprises 26 lots on 30.48 acres (1.17 lots per acre, inclusive of open space); Phase 2 comprises 21 lots on 9.39 acres (2.2 lots per acre). See Exhibits 1 and 2, Cobblestone Ridges Plats, attached. R-4 is a more appropriate base zone for the Application because it conforms to the existing neighborhood.<sup>3</sup>

This conclusion is buttressed by the fact that the Redlands Mesa development, immediately to the south of the Applicant property, was authorized at an R-4 density. See Grand Junction Ordinance No. 4495 ("The default zoning is R-4 Residential, 4 units per acre."). The Applicant proposal of R-5 amounts to a substantial increase in overall land use density which is inconsistent with the existing neighborhood.

The City seems to miss this point, noting that the R-5 selection by the Applicant designation is appropriate without reference to existing conditions closest to the project. See Staff Report, p. 296.

3. Public and community facilities are adequate to serve the type and scope of land use proposed.

The record does not disclose if existing community facilities are sufficient to serve this project: no service commitment letters are provided (apart from some calculations regarding hydrant flows). The staff discussion and submittals on this subject lack detail and are conclusory.

4. An inadequate supply of suitably designated land is available in the community to accommodate the proposed land use.

Staff notes that the Applicant has provided no detail to satisfy this element. Staff Report, p. 294. The element is not satisfied.

5. The community or area will derive benefits from the proposed amendment.

We strongly disagree that this element is satisfied. On balance, the Application represents a net-loss for the neighborhood in terms of: increased traffic; pedestrian

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<sup>3</sup> Admittedly there are higher density projects in the Ridges, but these are all separated from the subject Property by a ridgeline. Additionally, these projects were in many cases developed in the County prior to annexation.

safety; problematic storm drainage; loss of privacy; increased crowding; looming buildings, loss of solar access; and overall quality of life for residents.

**iii) The Application Fails to Meet Planned development criteria of Chapter 21.05.**

Planned development zones apply “where long term community benefits will be derived” from a particular development. GJMC 21.05.010. Applicable zoning standards in a PD shall be derived from the “underlying zoning.” GJMC 21.05.020. Planned developments must “minimally comply with the development standards of the default zone and all other applicable code provisions.” CJMC 21.05.040(a). Among these “development standards” is a minimum open space requirement, which provides that “the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or 10 percent of the value of the property” as open space. GJMC 21.06.020.

**The Applicant’s Open Space Dedication is Unlawful.**

This Application proposes to construct 90 housing units on 10.34 acres, and therefore exceeds the ten dwelling units standard. The Staff Report indicates that the Application supports adopted policies by creating new parks or open space. Staff Report, p. 382. This statement is misleading. Exhibit A of the ODP reveals open space areas to be dedicated by the Applicant to be **insignificant**. These open spaced total 23,484 square feet, or 2.2% of the land area of the Application. Response to PD Criteria, Packet p. 374. Indeed, Tract NN on that listing is an unbuildable area that is already occupied by a community trail. The open space shown in the Application fails to satisfy this mandatory 10% dedication requirement of GJMC 21.06.020.<sup>4</sup>

Moreover, all of the open space and trails surrounding the Application property are already dedicated to the City of Grand Junction, and have been used by the public for decades. See Exhibit 3, Open Space Map. These parcels are not part of the Application and cannot constitute a justification for granting the subject Application or for granting any density increase. Indeed, the lands were conveyed by the Ridges Metro District to the City on July 15, 1992, subject to the condition that the “..City will own, operate, and maintain the District parks and trails on the same terms and conditions and up to the same standards...” as similar facilities in the City. Exhibit 4, 1992 Quit Claim Deed. The Application fails to comply with a mandatory open space dedication requirements.

**iv) Adequate Stormwater Facilities are Not Shown in the Record.**

Cobblestone Ridges has existing stormwater management issues on Rana Road. Portions of the subject property are upgradient from Rana Road. The Application provides no detail on how stormwater will be handled in the proposed development. See P. 360 (discussion of utility services and infrastructure). The Application will undoubtedly result in

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<sup>4</sup> The Applicant also fails to meet the more stringent 20% dedication requirement for projects using “cluster development. See GJMC 21.03.60( c)(1)(“twenty percent of the gross acreage must be open space.”)



increased impervious surfaces in an area with erosion prone soils. This element is not met due to no analysis.

**v) The Proposal Will Add to Traffic and Compromise Safety; No Data is Provided to Determine Impacts.**

Although staff claims that this criterion is met, Packet p. 383, the Applicant has not provided any traffic study or data to back up this contention. The main point of egress for the project will likely be Rana Road. The Ridges is a largely automobile-dependent neighborhood.

The ITE Trip Generation Manual, 9<sup>th</sup> Edition, estimates that 90 single family dwelling units would have a weekday trip rate of 9.94/du, or 894.6 trips per day. Much of this new traffic will be directed to Rana Road, as it presents the shortest connection to Ridges Boulevard. Assuming 80% of those new trips use Rana Road, the Application, if approved, could generate 715.6 trips per day, on top of existing usage.<sup>5</sup> Parts of Rana road have no sidewalks, and the portion in Cobblestone Ridges only has a sidewalk on one side.

We have substantial concern about this increased traffic burden—particularly as it affects pedestrians and children in the neighborhood. This criterion is not satisfied because of the absence of any data in the Application.

**vi) Buffering for the Cobblestone Ridges Neighborhood is Inadequate.**

Staff notes that “except for Pod C” The majority of the development is naturally buffered by existing open space and outcrops. Staff Report, P. 384. Pod C is directly adjacent to the existing homes on Butte Court, and Pods D and E are also adjacent across the project road, and to Rana Road. Staff admits that the portions of the development adjacent to Butte Court and Cobblestone Ridges will have inadequate screening and buffering. This criterion is not met.

No effort has been made to provide buffering or screening to the existing development areas that are most likely to be affected. In truth, the Applicant proposes the greatest density (1,200 square foot lots in Pods C, D, and E) and the greatest impacts for just these areas.

The Applicant proposes to construct houses similar in design and scope to those shown in Exhibit 5, attached. The 100% lot coverage and minimal setbacks proposed mean that these buildings will loom large over adjacent houses, blocking views and sunlight, and resulting in lost privacy for existing homeowners. A privacy fence (or the like) will not remedy the situation. This element is not satisfied.

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<sup>5</sup> The new road connection will likely also funnel traffic from more dense phases of the Redlands Mesa development onto Rana Road.

### **Possible Alternative.**

Cobblestone Ridges Phase 2 was developed with a berm along the length of Butte Court. See Exhibit 6. Virtually all landowners on the east side of Butte court have back gates that access the existing dirt road across the berm. The crest of the berm is approximately 30 feet from the east property line of all homes on Butte Court. A reasonable buffering solution would be to apply a minimum 30-foot building setback for all proposed structures in pods C and D that adjoin existing homes.

#### **vii) The Applicant Unlawfully Uses Historic Open Space to Arrive at Project Densities and Fails to Comply with Mandatory Open Space Requirements.**

The Staff Report claims that this project will have a density of 3.6 dwelling units per acre and that this density is within the Residential Low-Density level contained in the 2020 Comprehensive Plan, which calls for 3.6 units per acre. Staff Report, p. 290. As noted, this statement is incorrect, and appears to be derived from a claim by the Applicant that 15 acres of already dedicated open space should be factored into its project acreage. See Response to PD Criteria, Table on, p. 374 (showing 15.01 acres of “previously dedicated open space” . These statements are clearly erroneous, as demonstrated by the title history for the existing open space, discussed *supra*.<sup>6</sup>

The actual density of 8.4 units per acre is out of character for the neighborhood and the adjacent zoning. Further, the Applicant is deliberately opaque as to how many dwellings it proposes for each Pod in the project, as that information is omitted from its submittal. See PD Criteria Table, p. 374. Thus, for example, we cannot tell if the Applicant is proposing 8.4 units per acre for Pods C, D, and E, or something of higher density. Accordingly, this criterion is not met.

#### **viii) The City Violated Its Ordinances and Basic Due Process to Give the Applicant Improper Special Treatment.**

The Applicant will likely point to a resolution adopted by the Grand Junction City Council on February 4, 2026, to support its contention that the project density is appropriate. The resolution allows “inclusion” of dedicated City open space for purposes of the Camelback Gardens ODP boundary, presumably to allow an otherwise unlawful project to meet City density standards. This action was unlawful.

The GJMC 21.02.080(g) provides that “(n)otice of public hearings allow for community input and due process (the opportunity to be heard).” Further, “any person may offer relevant information in writing or in person.” GJMC 2102.080(j)(3). Under the United States and Colorado Constitutions an administrative body has a duty to provide a fundamentally fair procedure where an individual property interest is at stake. *Van Sickle v. Boyes*, 797 P.2d 1267 (Colo. 1990). At minimum, due process requires notice and an opportunity to be

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<sup>6</sup> No documents or other authority have been provided to explain why this project would be entitled to claim that its density is lower because of historically dedicated open space.

heard before an impartial body. Id. at 1273; also: C.R.S. 31-23-304 (modification of zoning regulations not effective until after a public hearing in which interested persons have an opportunity to be heard).

Here, the City issued to the public a mailed “Notice of Public Hearing,” see Exhibit 7 attached, specifying a Council public hearing on February 4, 2026. At the February 4 hearing the City refused to allow public comment, despite receiving an extensive staff presentation.<sup>7</sup> The City then proceed to approve the “Resolution.” This action was unlawful and undertaken in violation of the City’s ordinances and basic notions of procedural due process.

Moreover, the City’s decision is unlawful because it ignores the City’s ordinances and amounts to the grant of a special “density bonus” to a favored developer—essentially allowing him to construct more homes on a parcel of land than the City’s ordinances would allow. It is a naked attempt to confer a private financial benefit.

The City’s ordinances mandate “dedication” of open space—the transfer of ownership by the “owner” (land use applicant) to another party (the City) as part of a development application, and in order to obtain specific PUD approval. See GJMC 21.06.020(a) and 21.10.020 (defining dedication). The ordinance requires the applicant to transfer ownership for required open space to get the land use approval.

Here, the Applicant did nothing of the sort. The City simply waived its requirements and gave the Applicant credit for lands dedicated by others to another local government decades ago. The action was arbitrary and unlawful and not supported by any legal authority.<sup>8</sup>

**ix) The Proposed Default Zoning Standard is Inappropriate; No deviation is Justified in the Record; and the Project Violates Mandatory Substantive Standards-with Accompanying Public Safety Risk.**

The Staff Report, p. 290, says the R-5 district was selected for the Application. No justification for this selection is provided, other than that the applicant wants it. Id. The R-5 district is inappropriate for this area—R-4 is more compatible with the neighborhood. In any case, the Planning Commission is not bound by this recommendation and it should reject it for the reasons stated herein.

The R-5 designation is also inappropriate because it pushes houses too close together. The Applicant is proposing 2,400 square foot lot areas (1,200 square feet for Pods C-F) and 100% lot coverage, with forty (40) foot building heights, and compressed setbacks of as

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<sup>7</sup> The undersigned was present at the hearing and asked the City Attorney for an opportunity to be heard. The Mayor refused to allow public comment, allowing comment only during “unscheduled business” **after the decision was made.**

<sup>8</sup> City staff refused to respond to requests for an explanation of this action.

little as 15 feet (front), 5 feet (side), and 10 feet (rear). If approved, the Camelback Gardens ODP would allow 90 houses on 10.34 acres (8.7 lots per acre).<sup>9</sup> These deviations fail to meet even the more lenient requirements of the R-5 district, which mandates 4,000 square foot minimum lot area, 60% lot coverage, and 20/5/15 front, side, and rear setbacks. GJMC 21.03.040 (Residential District Summary Table).

GJMC 21.05.050(f)(1) provides that setbacks shall not be less than the default zone unless the applicant can prove that:

- i) “Buildings can be safely designed and the design is compatible with lesser setbacks. Compatibility shall be evaluated by the International Fire Code or any other applicable life, health, or safety codes...
- ii) Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space;
- iii) Reduction of setbacks is required for protection of steep hillsides, wetlands, or other environmentally sensitive natural features.”

The Staff Report is devoid of any facts or analysis showing that these criteria were met. There is no or minimal discussion of building safety concerns that arise due to the reduced setbacks.

Recent experience in Colorado with the 2021 Marshall Fire (1,084 homes destroyed) reveals that subdivision developments are indeed vulnerable to wildfire, and compressed setbacks can contribute to fire spreading. The Colorado State Wildfire Risk Viewer delineates the Application area as “moderate” for fire risk with significant “high” risk areas in Cobblestone Ridges. See Exhibit 8.

Second, the Application fails to show any increased screening as a way to justify the compressed setbacks. There is minimal discussion of screening as to the Cobblestone Ridges homes that will be most affected by this Application.

Third, the Staff Report states that the changes are justified to support “clustering of dwellings (p. 385), and a “necessary component” of the Applicant’s choice to plat only building envelopes (p. 386). There is no clustering in this Application—only 2.2% of the lands are set aside as open space. If approved, virtually every area that can be built upon will be built upon, with minimal spaces in between. And, the Application does not even comply with mandatory “clustering” rules, which specify an absolute minimum lot size of

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<sup>9</sup> The Applicant falsely claims that its project results in 3.48 dwelling units per acre, but this figure is derived by adding into the application 15.01 acres of existing open space previously dedicated to the City of Grand Junction. See Packet P. 374 (description of “pods” and project acreage). All of the open space referenced in the Application was conveyed by others to the Ridges Metro District, and later deeded to the City of Grand Junction when the lands were annexed.

3,000 square feet and dedication of 20% of the land area as open space. See GJMC 21.03.060(c)(3)(“In no event shall any lot be less than 3,000 square feet.”).<sup>10</sup>

The Applicant fails to show that the default standards are appropriate, and it fails to prove that deviations are justified based on the standard set in the ordinance. The proposal violates mandatory clustering rules. This element is not satisfied.

**x) The Phasing Plan Would Allow Long-Term Speculation.**

The Applicant provided a phasing plan, Packet p. 368; it calls for full build out of Phase 1 by 2031, Phase 2 by 2040, and phase 3 by 2043. The plan notes those deadlines may be extended. Id. We have no objection to the Phase 1 plan. However, the phasing for the other parts of the project suggest that this development is intended for long-term speculation, rather than responding to immediate housing needs in the City.

Colorado law allows extended project vesting, but there are mandatory development agreement requirements that have not been satisfied here. The default maximum vesting period for a site-specific development plan is no more than three years. See C.R.S. 24-68-103(1)(a property right remains vested for three years, subject to limited exceptions). We submit that a 17-year phasing plan is excessive, especially given the history of lapsed development plans for this property. See Staff Report, p. 287 (noting previous lapse of plans for this property).

**3. Conclusion.**

Camelback Gardens fails to comply with multiple criteria contained in Grand Junction Ordinances and advisory documents. The City staff have been less than candid in their evaluation of the project, and there are serious legal violations in the process employed to date. The Planning Commission did not cause these defects, but it should not enable them either. The ODP should therefore be denied.

However, if the Planning Commission is inclined to recommend some form of approval, we submit that the following recommendation is appropriate.

**Suggested motion:**

“I move to approve Camelback Gardens ODP, PLD 2023-121, subject to the following mandatory conditions.

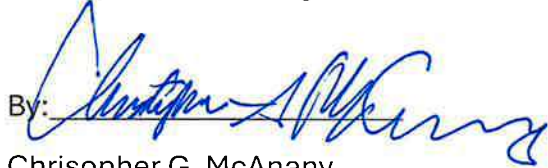
1. The ODP is approved with an R-4 default zone with no deviations from mandatory massing, lot size, density, and setback criteria, except as stated in #2
2. A 30-foot setback is required for structures to be developed adjacent to Rana Road and Butte Court.

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<sup>10</sup> Deviation from standards may be recommended when there is an open space **dedication** of “20% or greater.” GJMC 21.05.040(g)(2). No such dedication applies here. See also GJMC 21.03.060(d)(“At least 20% of a cluster development shall be open space.”)

3. Overall density must be determined without inclusion of already dedicated City open space adjacent to Lots 1 and 2.
4. The Developer must respect and improve existing trails on the property.
5. The Developer must provide a suitable storm water management plan that contains expected stormwater flows on the subject property, as required by

Thank you for listening to our concerns.

By: 

Chrisopher G. McAnany  
396 Butte Cout  
Grand Junction, CO 81507  
(970) 248-5862

2-6-26

Date

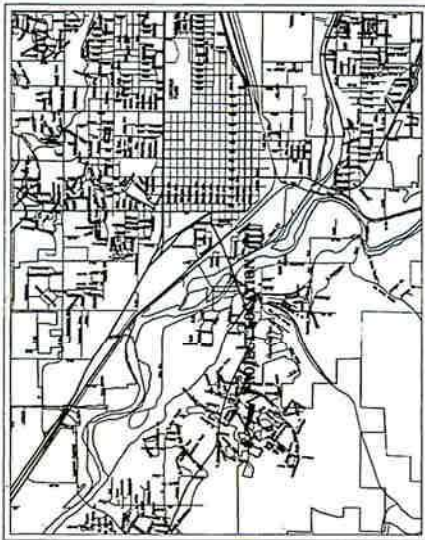
**Attachments:**

1. Cobblestone Ridges Phase 1 Plat
2. Cobblestone Ridges Phase 2 Plat
3. Grand Junction Dedicated Open Space Map
4. Ridges Open Space Deed to City of Grand Junction, 1992
5. Architect Rendering of Camelback Gardens Home and Velo Ridge Building Photos
6. Butte Court Berm Aerial Photo
7. City of Grand Junction "Notice of Public Hearing" for February 4, 2026
8. Colorado State Forest Service Wildfire Map of Subject Property

-End of Document-



**EXHIBIT**



| CURVE | DISTANCE | RADIUS | DATA | HEADING | CHIRP |
|-------|----------|--------|------|---------|-------|
| 1     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 2     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 3     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 4     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 5     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 6     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 7     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 8     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 9     | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 10    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 11    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 12    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 13    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 14    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 15    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 16    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 17    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 18    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 19    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 20    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 21    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 22    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 23    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 24    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 25    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 26    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 27    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 28    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 29    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 30    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 31    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 32    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 33    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 34    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 35    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 36    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 37    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 38    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 39    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 40    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 41    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 42    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 43    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 44    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 45    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 46    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 47    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 48    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 49    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 50    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 51    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 52    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 53    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 54    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 55    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 56    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 57    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 58    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 59    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 60    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 61    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 62    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 63    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 64    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 65    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 66    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 67    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 68    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 69    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 70    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 71    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 72    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 73    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 74    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 75    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 76    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 77    | 0.1      | 1.0    | 1.0  | 1.0     | 1.0   |
| 78    | 0.1      | 1.0    | 1.0  | 1.0     |       |

| LINE | BEARING | INCHES | FEET |
|------|---------|--------|------|
| 1    | 90.00   | 3.00   | 3.00 |
| 2    | 0.00    | 0.00   | 0.00 |
| 3    | 90.00   | 3.00   | 3.00 |
| 4    | 0.00    | 0.00   | 0.00 |
| 5    | 90.00   | 3.00   | 3.00 |
| 6    | 0.00    | 0.00   | 0.00 |
| 7    | 90.00   | 3.00   | 3.00 |
| 8    | 0.00    | 0.00   | 0.00 |
| 9    | 90.00   | 3.00   | 3.00 |
| 10   | 0.00    | 0.00   | 0.00 |
| 11   | 90.00   | 3.00   | 3.00 |
| 12   | 0.00    | 0.00   | 0.00 |
| 13   | 90.00   | 3.00   | 3.00 |
| 14   | 0.00    | 0.00   | 0.00 |
| 15   | 90.00   | 3.00   | 3.00 |
| 16   | 0.00    | 0.00   | 0.00 |
| 17   | 90.00   | 3.00   | 3.00 |
| 18   | 0.00    | 0.00   | 0.00 |
| 19   | 90.00   | 3.00   | 3.00 |
| 20   | 0.00    | 0.00   | 0.00 |
| 21   | 90.00   | 3.00   | 3.00 |
| 22   | 0.00    | 0.00   | 0.00 |
| 23   | 90.00   | 3.00   | 3.00 |
| 24   | 0.00    | 0.00   | 0.00 |
| 25   | 90.00   | 3.00   | 3.00 |
| 26   | 0.00    | 0.00   | 0.00 |
| 27   | 90.00   | 3.00   | 3.00 |
| 28   | 0.00    | 0.00   | 0.00 |
| 29   | 90.00   | 3.00   | 3.00 |
| 30   | 0.00    | 0.00   | 0.00 |
| 31   | 90.00   | 3.00   | 3.00 |
| 32   | 0.00    | 0.00   | 0.00 |
| 33   | 90.00   | 3.00   | 3.00 |
| 34   | 0.00    | 0.00   | 0.00 |
| 35   | 90.00   | 3.00   | 3.00 |
| 36   | 0.00    | 0.00   | 0.00 |
| 37   | 90.00   | 3.00   | 3.00 |
| 38   | 0.00    | 0.00   | 0.00 |
| 39   | 90.00   | 3.00   | 3.00 |
| 40   | 0.00    | 0.00   | 0.00 |
| 41   | 90.00   | 3.00   | 3.00 |
| 42   | 0.00    | 0.00   | 0.00 |
| 43   | 90.00   | 3.00   | 3.00 |
| 44   | 0.00    | 0.00   | 0.00 |
| 45   | 90.00   | 3.00   | 3.00 |
| 46   | 0.00    | 0.00   | 0.00 |
| 47   | 90.00   | 3.00   | 3.00 |
| 48   | 0.00    | 0.00   | 0.00 |
| 49   | 90.00   | 3.00   | 3.00 |
| 50   | 0.00    | 0.00   | 0.00 |
| 51   | 90.00   | 3.00   | 3.00 |
| 52   | 0.00    | 0.00   | 0.00 |
| 53   | 90.00   | 3.00   | 3.00 |
| 54   | 0.00    | 0.00   | 0.00 |
| 55   | 90.00   | 3.00   | 3.00 |
| 56   | 0.00    | 0.00   | 0.00 |
| 57   | 90.00   | 3.00   | 3.00 |
| 58   | 0.00    | 0.00   | 0.00 |
| 59   | 90.00   | 3.00   | 3.00 |
| 60   | 0.00    | 0.00   | 0.00 |
| 61   | 90.00   | 3.00   | 3.00 |
| 62   | 0.00    | 0.00   | 0.00 |
| 63   | 90.00   | 3.00   | 3.00 |
| 64   | 0.00    | 0.00   | 0.00 |
| 65   | 90.00   | 3.00   | 3.00 |
| 66   | 0.00    | 0.00   | 0.00 |
| 67   | 90.00   | 3.00   | 3.00 |
| 68   | 0.00    | 0.00   | 0.00 |
| 69   | 90.00   | 3.00   | 3.00 |
| 70   | 0.00    | 0.00   | 0.00 |
| 71   | 90.00   | 3.00   | 3.00 |
| 72   | 0.00    | 0.00   | 0.00 |
| 73   | 90.00   | 3.00   | 3.00 |
| 74   | 0.00    | 0.00   | 0.00 |
| 75   | 90.00   | 3.00   | 3.00 |
| 76   | 0.00    | 0.00   | 0.00 |
| 77   | 90.00   | 3.00   | 3.00 |
| 78   | 0.00    | 0.00   | 0.00 |
| 79   | 90.00   | 3.00   | 3.00 |
| 80   | 0.00    | 0.00   | 0.00 |
| 81   | 90.00   | 3.00   | 3.00 |
| 82   | 0.00    | 0.00   | 0.00 |
| 83   | 90.00   | 3.00   | 3.00 |
| 84   | 0.00    | 0.00   | 0.00 |
| 85   | 90.00   | 3.00   | 3.00 |
| 86   | 0.00    | 0.00   | 0.00 |
| 87   | 90.00   | 3.00   | 3.00 |
| 88   | 0.00    | 0.00   | 0.00 |
| 89   | 90.00   | 3.00   | 3.00 |
| 90   | 0.00    | 0.00   | 0.00 |
| 91   | 90.00   | 3.00   | 3.00 |
| 92   | 0.00    | 0.00   | 0.00 |
| 93   | 90.00   | 3.00   | 3.00 |
| 94   | 0.00    | 0.00   | 0.00 |
| 95   | 90.00   | 3.00   | 3.00 |
| 96   | 0.00    | 0.00   | 0.00 |
| 97   | 90.00   | 3.00   | 3.00 |
| 98   | 0.00    | 0.00   | 0.00 |
| 99   | 90.00   | 3.00   | 3.00 |
| 100  | 0.00    | 0.00   | 0.00 |

## NOTATION

[illegible]

Block 23, north of Lots 48A through 73A, Block Nine, Lots 31B through 56A, Block Thirteen, Lots 3B through 40A, Block Twenty-Three, Lots 1A through 7A, Block Twenty-eight, The Ridgen Filing No. 51A,  
AND Lot 3, The Ridgen Filing 5B,  
Hesse County, Colorado

That said owner has caused the said real property to be laid out and surveyed as COMMERCE ESTATE RIDGE, a subdivision of a part of the City of Grand Junction County of Mesa, State of Colorado.

That said, owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

- a. All Streets and Rights-of-Way to the City of Grand Junction for the use of the public thoroughfare.
- b. All District Open Space tracts to the City of Grand Junction for the use

All multi-story elements in the City Grid Section for the use of public utilities in various elements for installation, operation, maintenance and repair of utilities and structures therein. Not limited to electric lines, cable tv lines, natural gas pipelines, sanitary sewer lines, etc. Also, telephone lines, irrigation lines, and all for installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.

These portals designated as Common Open Space to the Homeowners Association for the use of the residents of the building.

1. All Drainage Engineers to the owners of lots and tracts hereby acknowledged as essential elements for the completion of runoff water which corresponds with the area hereby situated or from upstream areas through natural or man-made facilities such as ditches or drains.

All ingress/egress movements in the owners' lots or tract, specifically identified on the plat as potential easements for ingress and egress purposes, for the use by said owners or tract owners, their parties and affiliates and also for use by public services (including but not limited to, postal services, mail collection, fire, police, emergency vehicles, and the City of Grand Junction).

[illegible]

**Stetson & Cronin**  
 Stetson Insurance Group, Ltd., a Canadian Limited Liability Company,  
 is a Canadian Insurance Company, Inc., a U.S. company.

The undersigned City of Grand Junction is the owner of certain portions of this property previously platted as District Open Space and hereby consents to the

Charles Wilson

Institute of Colorado

This plot was acknowledged before me on this 5th day of November, 1948  
by James E. Craven as executor of said late testator's estate, and a copy was  
filed for record in the office of the County Clerk of said County of  
Washington, D.C., and a copy of said will, together with a copy of  
this acknowledgment, was filed in the office of the Clerk of the  
Court of said District of Columbia, to wit: James E. Craven  
at Washington, D.C. City and State of District of Columbia  
County of Washington District of Columbia at Washington, D.C. City and State of District of Columbia

*[Circular stamp: "RECEIVED" with date "JUN 10 1968"]*

5311 02 75-454-256-31 6608 4  
Mesa, D. L. [Signature]  
Mesa, D. L. [Signature]  
Mesa, D. L. [Signature]

Case No. 9-24-97

APPROVAL

This is a  
 of COAL-ESTIMATE RIDGES, a subdivision of the Pk of Great Smoky  
 of New State of Colorado was approved. This - 6th day of November -  
 M. L. Adams  
 Julia Adams

COUNTY CLERK AND RECORDER'S CERTIFICATE

handy certify that this instrument was filed in the office of the Clerk and  
 recorder of Mesa County, Colorado at 3:04 o'clock P. M. this 19<sup>th</sup> day of  
December, 1904, and is duly recorded in Plat. Book No. 15, Page 199, 1904.

RECEIVED BY THE SECRETARY OF THE ARMY  
JAN 10 1964

© 2006 Blackwell Publishing Ltd *Journal of Internal Medicine* 260: 395–403

**CONCLUSIONS AND RECOMMENDATIONS**

This property is subject to the effect of restrictions as set forth on the plat of the Bluffs, filing no. 516, and covenants, conditions and restrictions as contained in subsequent recorded in case 119 at page 27, and as amended by subsequent recorded in case 194 at page 564, and covenants, conditions, and restrictions as contained in instrument recorded in Book 184 at page 366, and covenants, conditions, and restrictions contained in an instrument recorded in Book 184 at page 366.

**Abstract**

[illegible]

1000

## LAND USE SUMMARY

|                     |              |        |
|---------------------|--------------|--------|
| LOTS                | 23,390 ACRES | 76.7%  |
| STREETS             | 1,211 ACRES  | 4.0%   |
| COMMON OPEN SPACE   | 1,488 ACRES  | 4.9%   |
| DISTRICT OPEN SPACE | 4,304 ACRES  | 14.4%  |
| TOTAL               | 30,403 ACRES | 100.0% |

NOTE: OPEN SPACE TOTALS REFLECT NET NEW OPEN SPACE CREATED BY THIS PLAT. PREVIOUS OPEN SPACE CONTAINED IN LOTS & STREETS ON THIS PLAT CONVEYED TO OWNERS BY CITY OF GRAND JUNCTION. REMAINDER OF DISTRICT OPEN SPACE IS AS PREVIOUSLY PLATTED.

## COBBLESTONE RIDGES

|                                                                                                             |      |            |      |          |          |       |     |               |
|-------------------------------------------------------------------------------------------------------------|------|------------|------|----------|----------|-------|-----|---------------|
| SECTION                                                                                                     | 5/2  | 5/14/27    | 5/20 | TOWNSHIP | 115      | RANGE | 11W | REDUJIAN LIFE |
| <b>THOMPSON-LANGFORD CORPORATION</b><br>529 25 1/2 ROAD - # 8-210<br>Grand Junction CO 81505 (970) 243-5067 |      |            |      |          |          |       |     |               |
| Unassigned B/L                                                                                              | 1985 | Created by | ASL  | ASL No.  | 0292-001 |       |     |               |

01153201.tif

10T 2

THE RIDGES FILING 6A

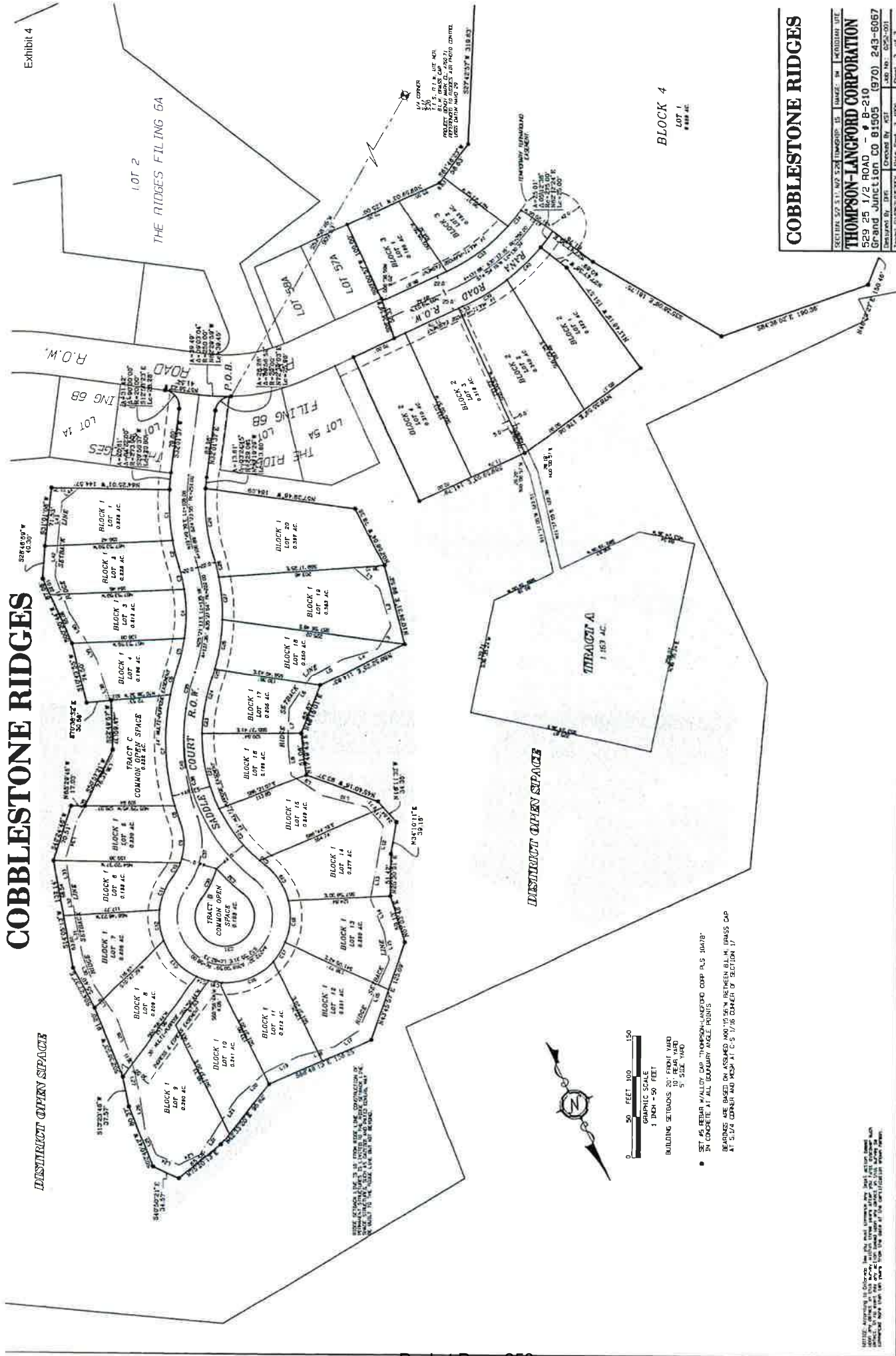
BLOCK 4

LOT 1

## COBBLESTONE RIDGES

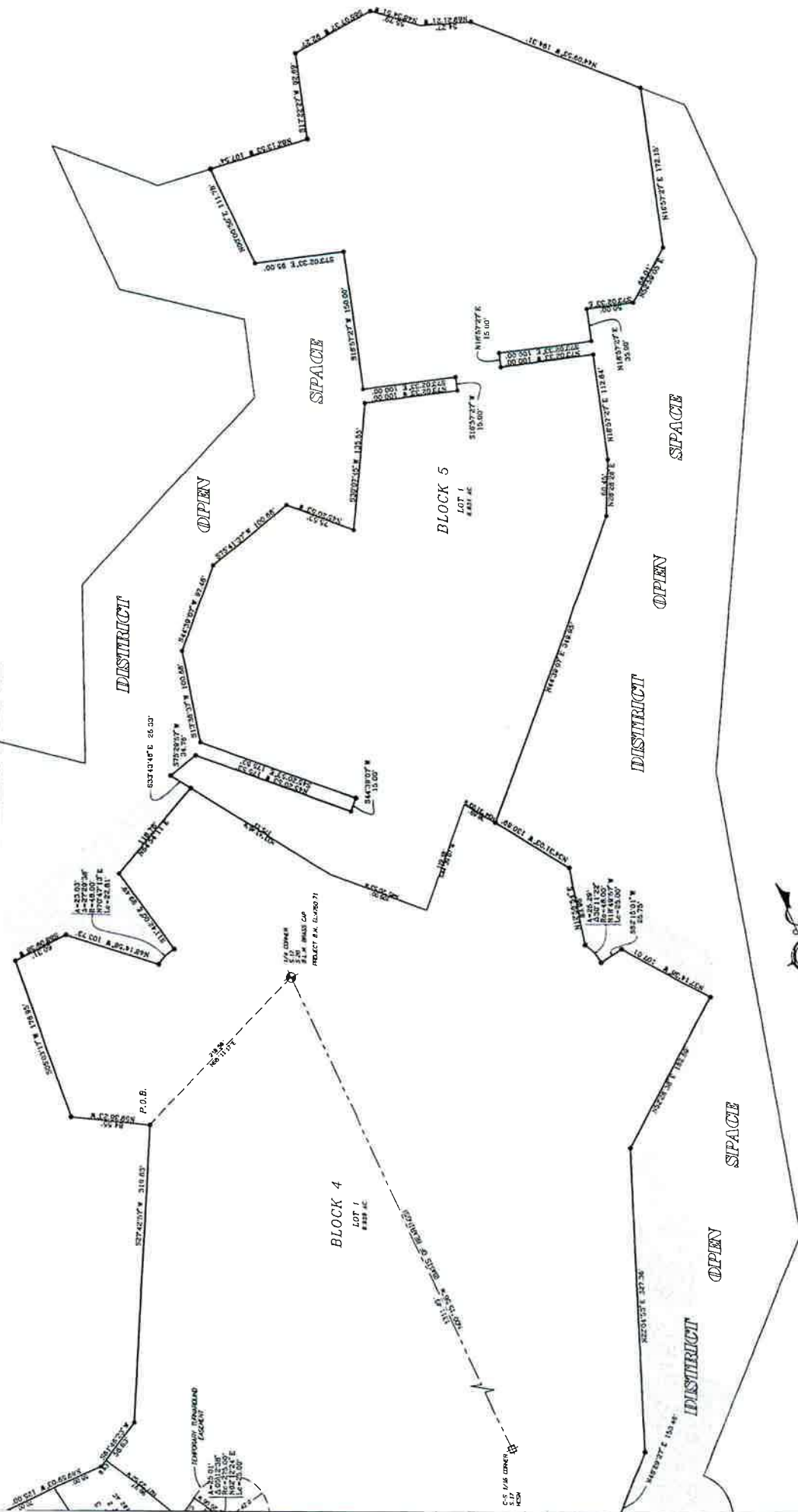
|                                                                                                             |                     |                  |              |
|-------------------------------------------------------------------------------------------------------------|---------------------|------------------|--------------|
| SECTION 501.501.102.526                                                                                     | THOMPSON 15         | NAME: TM         | MCNIDIAN UTE |
| <b>THOMPSON-LANCFORD CORPORATION</b><br>529 25 1/2 ROAD - # B-210<br>Grand Junction CO 81505 (970) 243-5057 |                     |                  |              |
| Ordered By: DRC                                                                                             | Created By: RST     | Job No: 0250-001 |              |
| Revised: 02/03/01                                                                                           | Date: Sept. 3, 1996 | Sheet: 2 of 3    |              |

01153202.tif





# COBBLESTONE RIDGES



## COBBLESTONE RIDGES

|                                         |                           |                   |
|-----------------------------------------|---------------------------|-------------------|
| SECTION 30, T12N, R10E, S20             | COMING TO: 1/4 CORNER 1/4 | SECTION 30        |
| <b>THOMPSON-LANCFORD CORPORATION</b>    |                           |                   |
| 529 25 1/2 ROAD - # 8-210               |                           |                   |
| Grand Junction, CO 81505 (970) 243-6067 |                           |                   |
| Surveyed by: DMS                        | Checked by: MTL           | and Inc. 0752-001 |
| Drawn by: DMS                           | Scale: 1" = 50'           | Sheet: 3 of 3     |

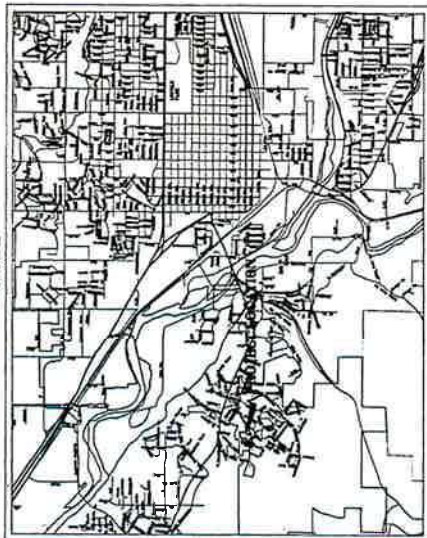
01153203.tif

# COBLESTONE RIDGES

## PHASE 2

**A REPLAT OF LOT 1 BLOCK 4 COBBLESTONE RIDGES  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO**

VICINITY MAP  
NOT TO SCALE



CURVE TABLE:

[illegible]

**NOTES:** according to Colorado law you must commence any legal action based upon an accident in this survey within three years after you find someone is liable. In no event may an action based upon any accident in this survey be commenced more than ten years from the date of the certification report herein.

## Introduction

KNOW ALL MEN BY THESE PRESENTS:

That the defendant, **Executive Ridge, LLC**, a **Colorado Limited Liability Company**, is the owner of the real property in the **City of Grand Junction, County of Mesa, State of Colorado**, being situated in the **Southwest Quarter of Section 30, Township 1 South, Range 1 West** of the **11th** **Meridian**, **City of Grand Junction, County of Mesa, State of Colorado**, as shown on the **plat** of the **City of Grand Junction, Colorado**, as shown on **Page 1724**, of **Volume 1724**, of **Book 66** of the **Mesa County records**, as shown on

Lot 1 Block 1100A, Cottonstone Ridge,  
City of Grand Junction, Mesa County, Colorado

That said owner has claimed the said real property to be laid out and surveyed as

That said, owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

1. All overhead and right-of-way in the City of Grand Junction for the use of the public.

will reportedly include the right of ingress and egress on ships, over, under, and along the waterway, and the right to use the waterway together with the right to use the waterway for navigation, fishing, and other purposes. The agreement is to be made between the Soviet Union and the United States, and the United States is to be the only country to have the right to use the waterway. The agreement is to be made between the Soviet Union and the United States, and the United States is to be the only country to have the right to use the waterway.

This is 17 day of NOVEMBER, A.D. 1961  
Stewart E. Casman  
 Secretary (Agent), U.C. Columbus United Liability Company

State of Colorado  
County of Mesa

This plot was acknowledged before as on this day of November, 1996 for Steven E. Driven, as President of Communications Consultants, Inc., a Colorado corporation, manager of Coddling Platters LLC, a Colorado limited liability company.

15512  
LITTON, CO.  
JAN 19 1960  
250 N. 5th St.  
Glen Dale, Ill.  
Glen Dale, Ill.  
Glen Dale, Ill.

© 2001 by The McGraw-Hill Companies, Inc.

## CITY APPROVAL

THIS STATE OF CALIFORNIA BEGGS MAY 2, A FORTY-NINTH OF THE CITY OF LOS ANGELES COUNTY OF BECK STATE OF CALIFORNIA, WITH RESPECT TO THIS DAY OF MAY 1995.

Shirley A. Adams

Shirley A. Adams

## COUNTY CLERK AND RECORDS CERTIFICATE

herby certify that this instrument was filed in the office of the Clerk and Recorder of Mesa County, Colorado at 3:43 o'clock P. M. this 19th day of November, 1955, and is duly recorded in Plot Book No. 15, Page 205, 209 and 210.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

HOW AND HOW OFTEN DO WE GO TO THE GYM?

### EXPLANATION OF COVER SHEET

This property is subject to the effect of restrictions set forth on the plat of the Flaming Filling No. 516, and covenants, conditions and restrictions as contained in instrument recorded in Book 1318 at Page 27 and as amended by instrument recorded in Book 1319 at Page 44, and covenants, conditions and restrictions as contained in instrument recorded in Book 1340 at Page 382 and covenants, conditions and restrictions as contained in instrument recorded in Book 1340 at Page 478.

### SUMMARY STATEMENT

Garnia H. Gashburn, being a registered professional Land Surveyor in the State of Colorado, do hereby state that this subdivision plat and survey of 2008 ESTERO PLAT, NADSE 2 were made by me AND/OR under my direct supervision and pursuant to the laws and regulations of the State of Colorado and to all applicable laws and regulations of the State of Colorado and to all applicable laws and regulations of the City of Grand Junction.

10

07/06/15

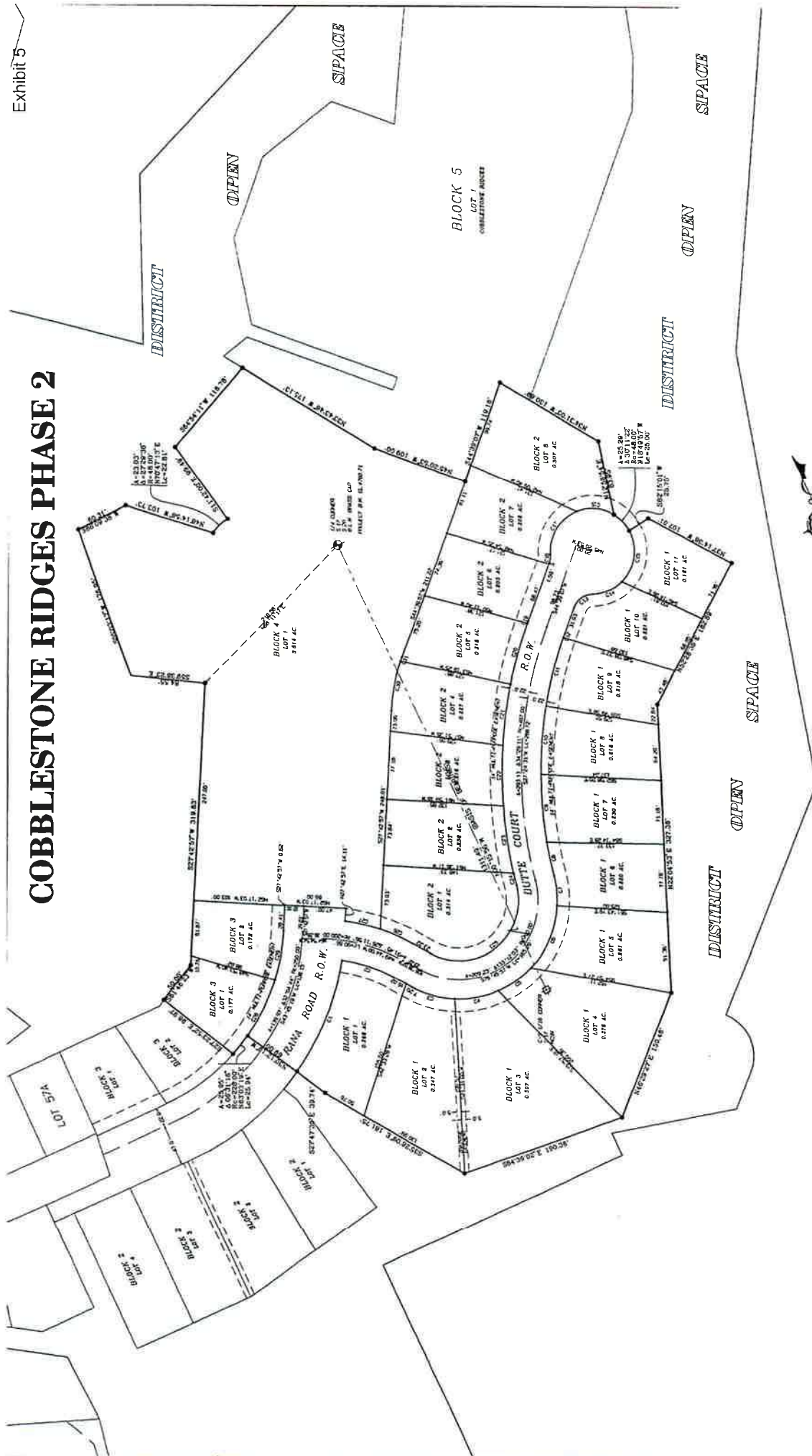
## LAND USE: SUMMARY

|          |             |        |
|----------|-------------|--------|
| LOTS:    | 0.032 ACRES | 80.0%  |
| STREETS: | 1.107 ACRES | 11.1%  |
| TOTAL:   | 0.039 ACRES | 100.0% |

**COBBLESTONE RIDGES**  
**PHASE 2**

|                                                                                                             |     |     |     |      |                     |    |         |    |          |     |
|-------------------------------------------------------------------------------------------------------------|-----|-----|-----|------|---------------------|----|---------|----|----------|-----|
| SECTION                                                                                                     | 3/2 | 5/1 | 2/2 | 5/20 | TOWNSHIP            | 15 | RANGE   | 14 | SECTION  | 11E |
| <b>THOMPSON-LANGFORD CORPORATION</b><br>529 25 1/2 ROAD - # B-210<br>Grand Junction CO 81505 (970) 243-6067 |     |     |     |      |                     |    |         |    |          |     |
| Planned by: LFC                                                                                             |     |     |     |      | Checked by: KGT     |    | JOB NO: |    | 0252-001 |     |
| Map: 15-25-11E                                                                                              |     |     |     |      | Date: Sept. 3, 1996 |    | Sheet:  |    | 1 of 2   |     |

## COBBLESTONE RIDGES PHASE 2



**COBBLESTONE RIDGES  
PHASE 2**

90110K 512 511-042 230 TOWNSHIP 15 IMAGE IN #WEDDING UTE  
**THOMPSON-LANGFORD CORPORATION**  
 529 25 1/2 ROAD - # 8-210  
 Grand Junction CO 81505 (970) 243-6067  
 Directed By: 146 Directed By: 431 100 NO 0228-001  
 1001 0405-0249 Unit: 500, 3, 1966 Sheet 2 of 2  
 0115302 TH

SET #5 PEDAR W/ALLOY CAP "THOMPSON-LINGFORD  
PLS 18478" IN CONCRETE AT ALL BOUNDARY POINTS

ATTENTION: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after the date of discovery of such defect. In no event are my actions deemed to have any impact on this survey or be considered more than ten years from the date of the certification above. Veritas.





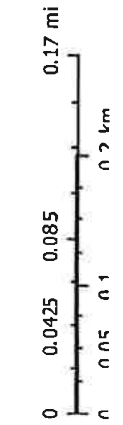
EXHIBIT

3

tabbles

Ridges Open Space

The Computer Information System (GIS) and its components are designed as a source of reference for answering queries, planning and for modeling. GIS is not intended or does not replace legal descriptions or information in the chain of title and other information contained in official government records such as the County Clerk and Recorder's office of the county. In addition, the information contained in the GIS cannot be used for legal purposes and is subject to the limitations set forth herein. Mesa County makes no warranty as to the accuracy or reliability of any information contained herein. Users assume



1/21/2026

Mesa County, Colorado

GIS/IT Department





QUIT CLAIM DEED

The Ridges Metropolitan District, a special district organized pursuant to the laws of the State of Colorado, doing business at 372 Ridges Boulevard, Grand Junction, Colorado 81503, hereinafter Grantor, hereby sells and quit claims to The City of Grand Junction, a home rule city in the County of Mesa, State of Colorado, doing business at 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter Grantee, the following real property together with all fixtures, appurtenances, signs, surfacing and permanent installations to wit:

BOOK 1914 PAGE 215

All open space and park land owned by Grantor and being generally described as:

Filing #1 totaling 5.925 acres, including but not necessarily limited to, a tract of land commonly know as Entrance Park, 442 Ridges Boulevard and all other tracts in said filing as more particularly described by parcel numbers:

2945-163-24-944(038)  
2945-163-24-944(022)  
2945-163-24-944(018)

and,

1609906 03:58 PM 07/30/92  
MONIKA TOP CLERK Mesa County Co  
DDC EXEMPT

Filing #2 totaling 6.259 acres, including but not necessarily limited to, a tract of land commonly known as Duckpond Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-14-944(015)  
2945-201-04-944(022)  
2945-201-01-944(010)  
2945-174-24-944(033)  
2945-163-26-944(022)

and,

Filing #3 totaling 13.4973 acres, including but not necessarily limited to, a tract of land commonly known as Hidden Valley Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-212-13-944(009)  
2945-201-09-944(029)  
2945-212-14-944(030)  
2945-201-01-945(011)

and,

Filing #4 totaling 17.69 acres, including but not necessarily limited to, tracts of land commonly known as Valley View Way and the Tot Lot and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-13-944(033)  
2945-201-04-944(022)  
2945-201-08-944(029)  
2945-201-07-944(025)  
2945-201-06-944(017)

Recorder's Note: Poor Legibility On  
Document Provided For Recording.

and,

Filing #5 totaling .177 acres, including but not necessarily limited to, a tract of land commonly known as Boy Scout Park and all other tracts in said filing as more particularly described by parcel number:

2945-202-06-944(031)

BOOK 1914 PAGE 816

and,

A tract of land in Filing #5, Lot 1, Block 22 commonly known as the school site consisting of 6.372 acres:

and,

Filing #6 totaling 40.988 acres, including but not necessarily limited to, a tract of land commonly known as Autumn Ridge/Pleasant Hollow Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-174-30-944(079)

2945-174-29-944(074)

2945-174-34-944(015)

2945-202-17-944(019)

2945-202-06-955(050)

174-30-94

and,

A tract of land located at the entrance to the Ridges and as more particularly described in Book 1421 page 76 of the land records of Mesa County:

and,

A tract of land consisting of 2.243 acres located at 372 Ridges Boulevard.

and,

A deeded easement as more particularly described in Book 1867 page 751 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1879 page 105 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1860 pages 989 and 990 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1202 page 709 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1351 page 484 of the land records of Mesa County:

and,

BOOK 1914 PAGE 817

Certain tracts of land commonly know as Bus Stop No. 1, Bus Stop No. 2, Bus Stop No. 3 and Bus Stop No. 4, together with the land reasonably required to maintain the structures located thereon and all signs affixed thereto:

and,

Any and all other real property owned by the District or in which the District may have an interest as of the date of this deed.

All parcel numbers are as existing in the records of the Mesa County Assessor as of the date of this deed and as represented in the attached assessors maps.

Signed this 15<sup>th</sup> day of July, 1992.

RIDGES METROPOLITAN DISTRICT

by:

  
Ellsworth Stein

President of the Board of Directors

STATE OF COLORADO       )  
County of Mesa            )

BOOK 1914 PAGE 218

The foregoing instrument was executed before me this 15<sup>th</sup> day of July, 1992, by Ellsworth Stein, President of the Board of Directors of the Ridges Metropolitan District, Mesa County, Colorado.

My commission expires 10/26/92.  
Witness my hand and official seal.



Mildred B. Fowler  
Notary Public

Address:

372 Ridges Blvd  
Grand Jct. CO 81503



B1914-7819

Exhibit 3

LUDWIG SUB.

Adjoining  
T15, R1W,  
S34S-17

SCENIC DRIVE SUB.

HERNANDEZ SUB.

HWY 340

20 BROADWAY

MESA GRANDE DRIVE

MESA GRANDE DRIVE

NOTE: The names of the subdivisions shown  
on this map are for reference only and  
do not constitute a warranty of any kind.

REPLAT OF  
COLUMBINE  
VILLAGE 1 REPLAT OF  
SUBDIVISION NO. 1

Adjoining  
T15, R1W,  
S34S-17

Recorder's Note: Poor Legibility On  
Document Provided For Recording

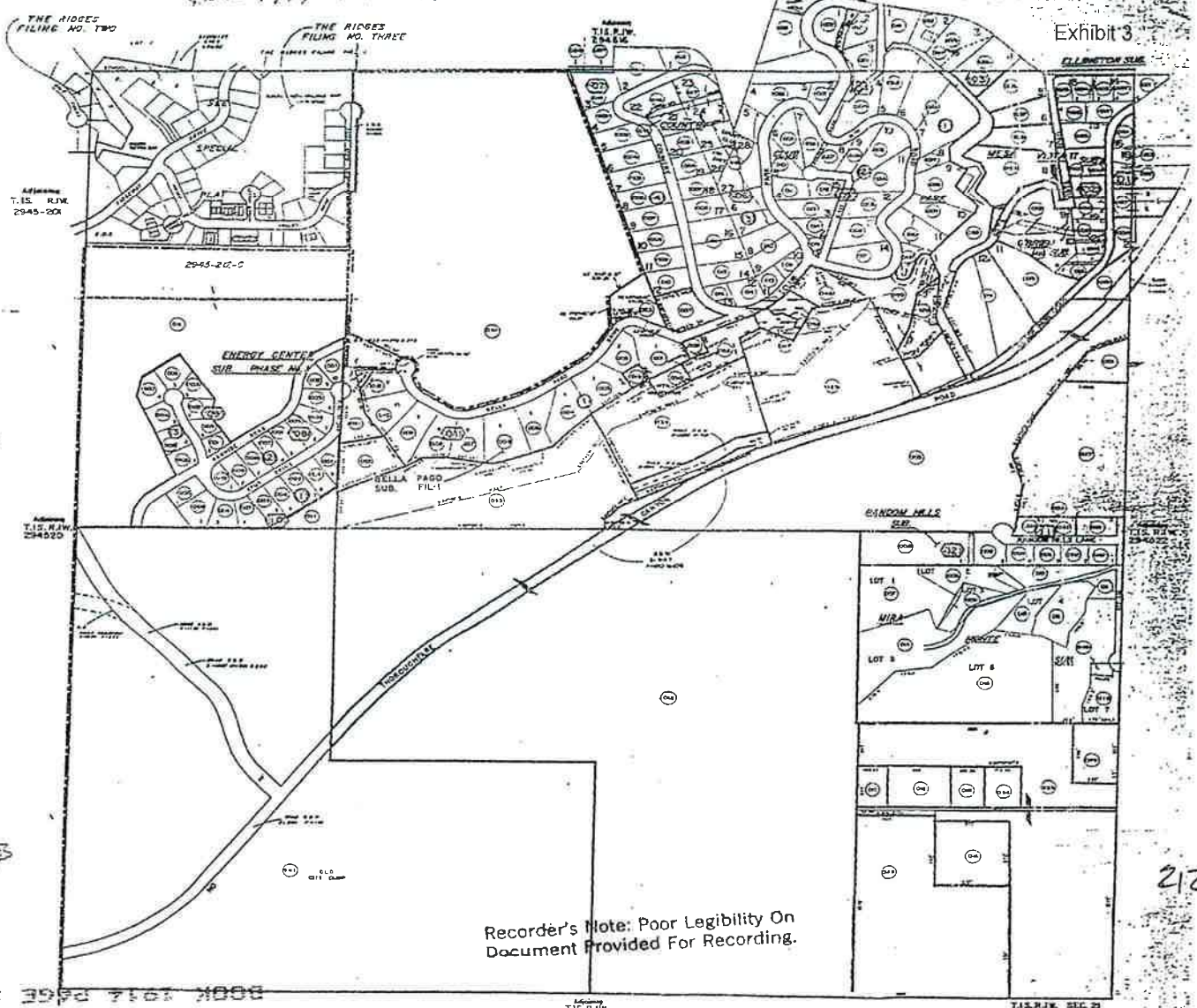
BOOK 1914 PAGE 319

ENTRADA TOWNHOUSES  
1 REPLAT OF SUB F, B.L.A.  
THE RIDGES, PL. NO. 2  
RECORD NO. 2945-17

T15, R1W, SE 1/4 SEC 17  
2945-174

BOOK 1914 PAGE 820

Exhibit 3



Recorder's Note: Poor Legibility On Document Provided For Recording.

212

BOOK 1914 PAGE 820

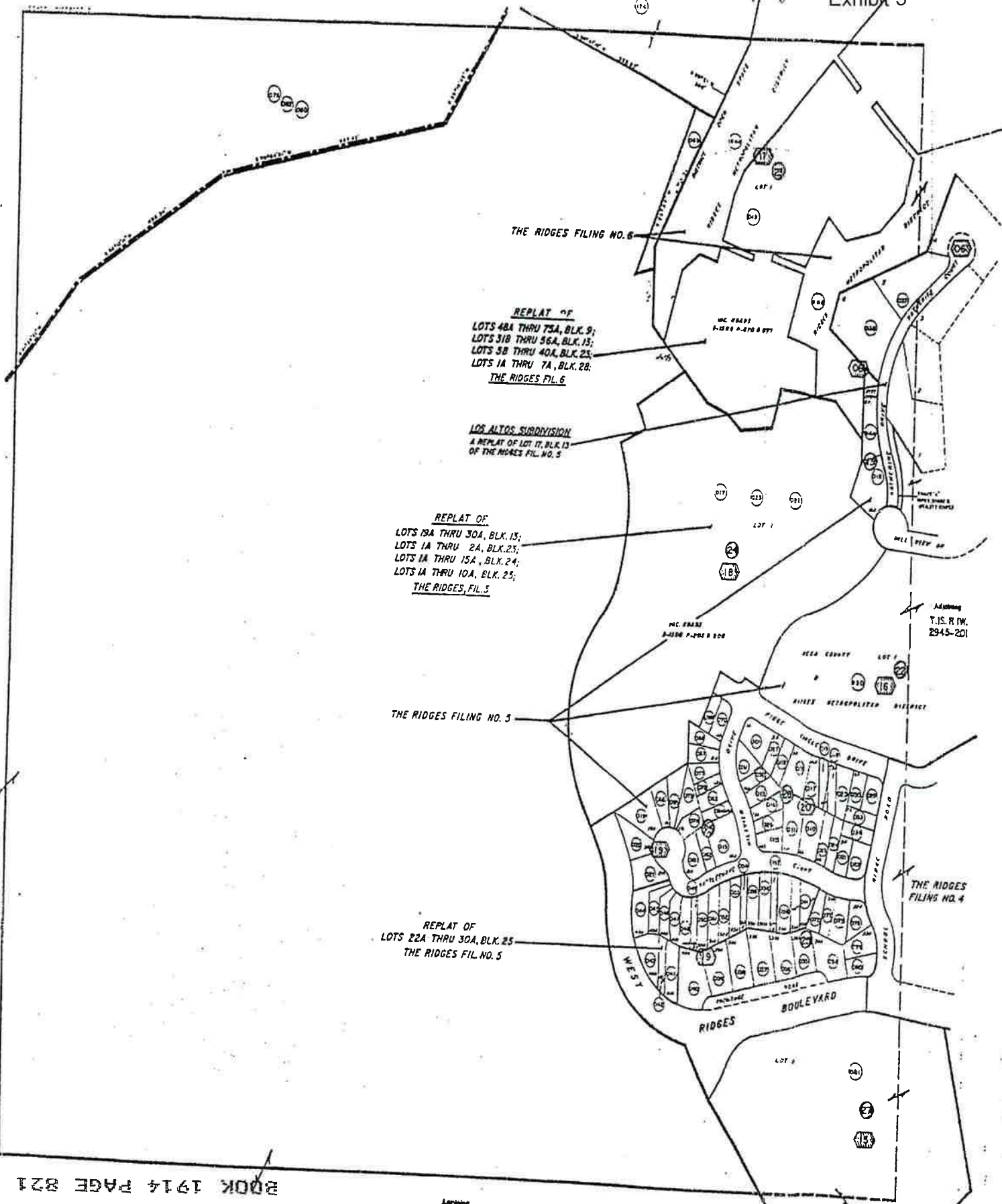
2945-204

T.A.S.R.J.W. DEC. 23



AGGREG  
T.J.S. R.I.W.  
2945-17

Book 1914 page 821  
Exhibit 3



AGGREG  
T.J.S. R.I.W.  
2945-201

BOOK 1914 PAGE 821

AGGREG  
T.J.S. R.I.W.  
2945-20

Recorder's Note: Poor Legibility On  
Document Provided For Recording.

2945-202





Exhibit 3

PLAT

BOOK 1914 PAGE 823

2945-161

ADJOINING  
T. 15. R. 1W.  
SEC. 15  
2945-15

WILLIAM CARPENTER  
SUBDIVISION

ADJOINING  
T. 15. R. 1W.  
SEC. 17  
2945-17

SEE  
2945-21

THE RIDGES  
FILING NO. TWO  
LA ROCHE ENTERPRISE  
LA ROCHE CONDOMINIUMS  
FIRST PHASE

Recorder's Note: Poor Legibility On  
Document Provided For Recording

THE RIDGES  
FILING NO. ONE

ADJOINING  
T. 15. R. 1W.  
SEC. 21  
2945-21

COUNTRY CLUB PARK

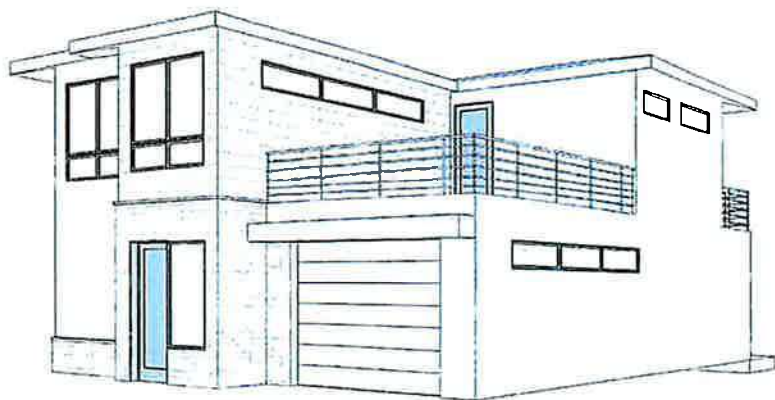
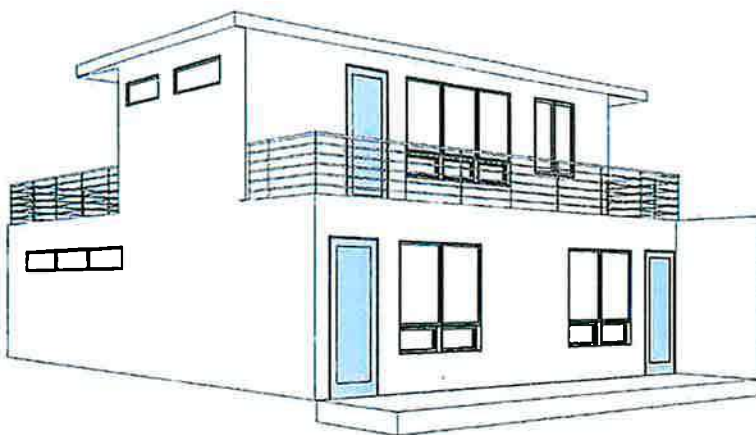
MESA VISTA SUB.

T. 15. R. 1W.

2945-16

# Architecture – Modern Desert

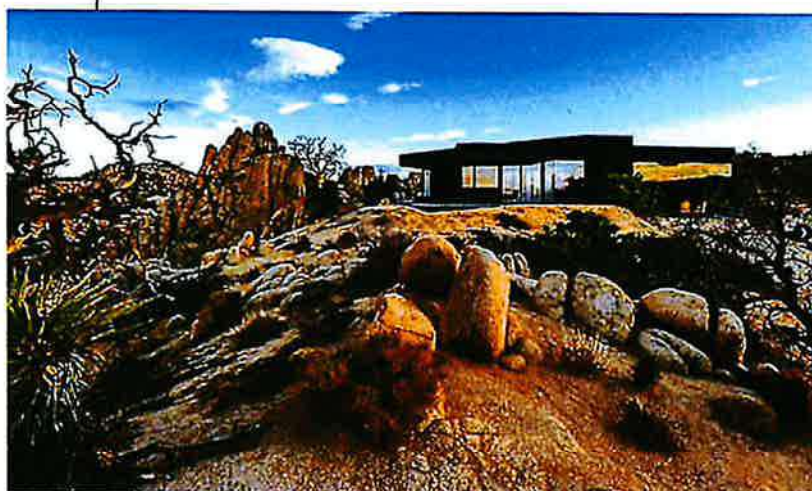
The developer has chosen Eric Kraai of Kraai Design to create the architecture for Camelback Gardens.



Houses will range from 1,300-2,400 sf. Anticipated price range is \$500,000 and up.

5 3D View I

The homes will provide a sense of appreciation for the surrounding land and offer sustainable sophistication to the neighborhood.



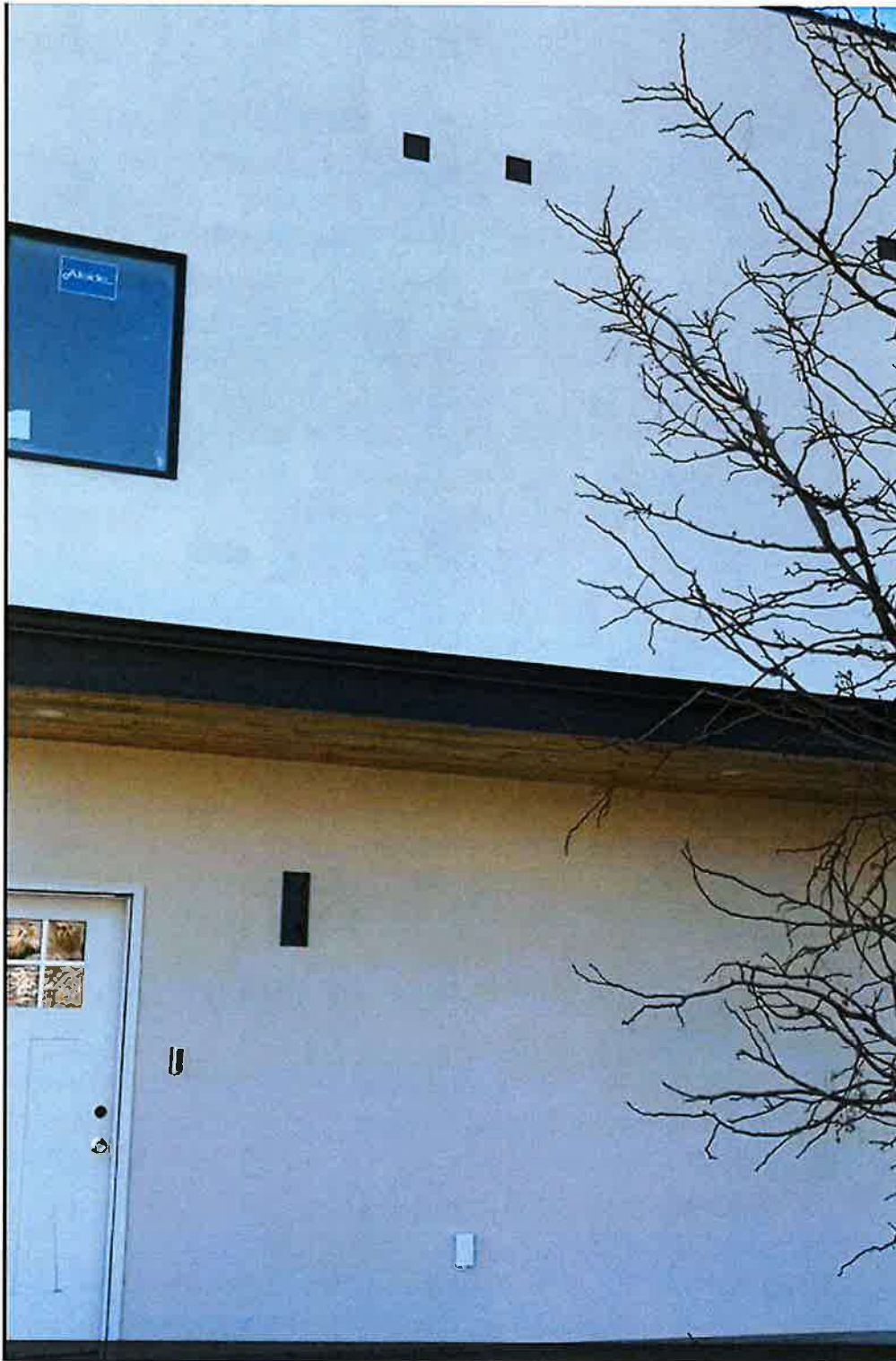








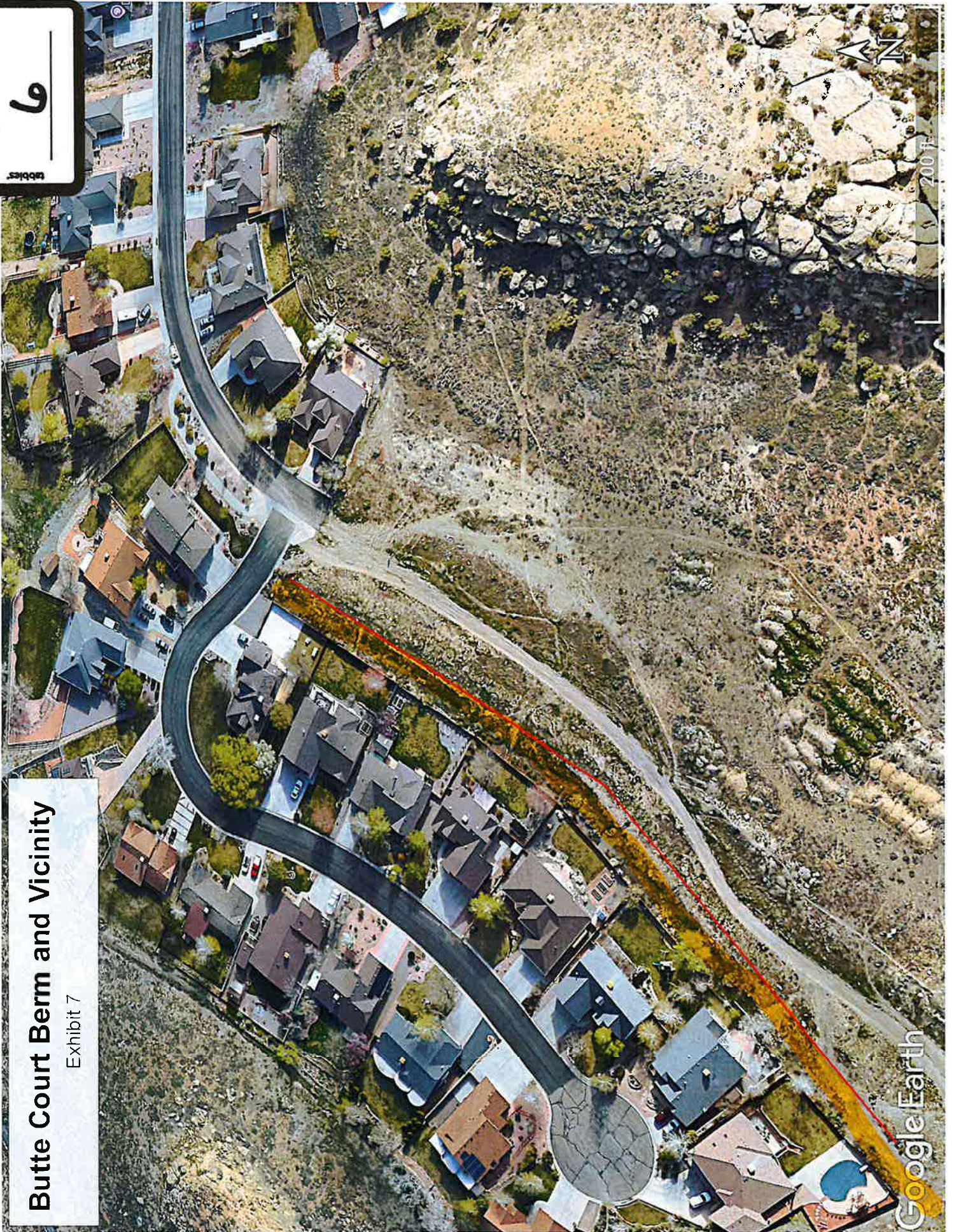




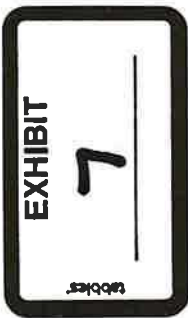


# Butte Court Berm and Vicinity

Exhibit 7







## NOTICE OF PUBLIC HEARING

An application for the following request has been received and tentatively scheduled for public hearings, in the City Hall Auditorium.

PLANNING COMMISSION: **27**

**Tuesday, January 15, 2026 at 5:30 PM**

CITY COUNCIL:

**Wednesday, February 4, 2026 at 5:30 PM**

- Attend the meeting at City Hall; 250 N 5th Street
- Meeting information will be available online by 5 PM on January 6, 2026 at [www.gjcity.org/129/Agendas-Minutes](http://www.gjcity.org/129/Agendas-Minutes)
- Comment in advance by 5:30 PM on January 12, 2026
- Comment by phone (970) 609-9688 and enter 4448
- Attend virtually: [bit.ly/GJ-PC-1-13-26](http://bit.ly/GJ-PC-1-13-26) (Case-sensitive)
- For information on the City Council hearing visit [www.gjcity.org/129/Agendas-Minutes](http://www.gjcity.org/129/Agendas-Minutes) or call 970-244-1509

### PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

**Planner:** Daniella Acosta Stine **Phone:** 970-256-4089  
**Email:** [daniellaa@gjcity.org](mailto:daniellaa@gjcity.org)

## AVISO DE AUDIENCIA PÚBLICA

Se ha recibido una solicitud para la siguiente petición y se ha programado tentativamente una audiencia pública en el Auditorio del Ayuntamiento.

### COMISIÓN DE PLANIFICACIÓN

**Martes, 13 de Enero del 2026 a las 5:30 PM**

AYUNTAMIENTO:

**Miércoles, 4 de Febrero del 2026 a las 5:30 PM**

- Asista a la reunión en el Ayuntamiento, 250 N 5th Street
- La información estará disponible en línea a las 5 PM el 6 de Enero del 2026 en [www.gjcity.org/129/Agendas-Minutes](http://www.gjcity.org/129/Agendas-Minutes)
- Comentar por adelantado en antes de las 5:30 PM el 12 de Enero del 2026
- Comentar por teléfono (970) 609-9688 e Ingrese 4448
- Asista virtualmente: [bit.ly/GJ-PC-1-13-26](http://bit.ly/GJ-PC-1-13-26) (distingue entre mayúsculas y minúsculas)
- Obtener información audiencia del Concejo Municipal visite [www.gjcity.org/129/Agendas-Minutes](http://www.gjcity.org/129/Agendas-Minutes) o 970-244-1509

### PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.

Considérese la solicitud presentada por Camelback Gardens, LLC y Upland Homes, Inc. para la revisión y aprobación de un Plan de Desarrollo Detallado (ODP) para el proyecto de desarrollo Camelback Gardens, que se propone construir en un terreno de 10,29 acres ubicado en 381 y 409 High Desert Road.

**Planificador:** Daniella Acosta Stine **Teléfono:** 970-256-4089 **Correo electrónico:** [daniellaa@gjcity.org](mailto:daniellaa@gjcity.org)



## Colorado Wildfire Risk Viewer

<https://co-pub.coloradoforestatlas.org>

### Wildland Urban Interface Risk

A measure of the potential impact on people and their homes from wildfire.

Created on:

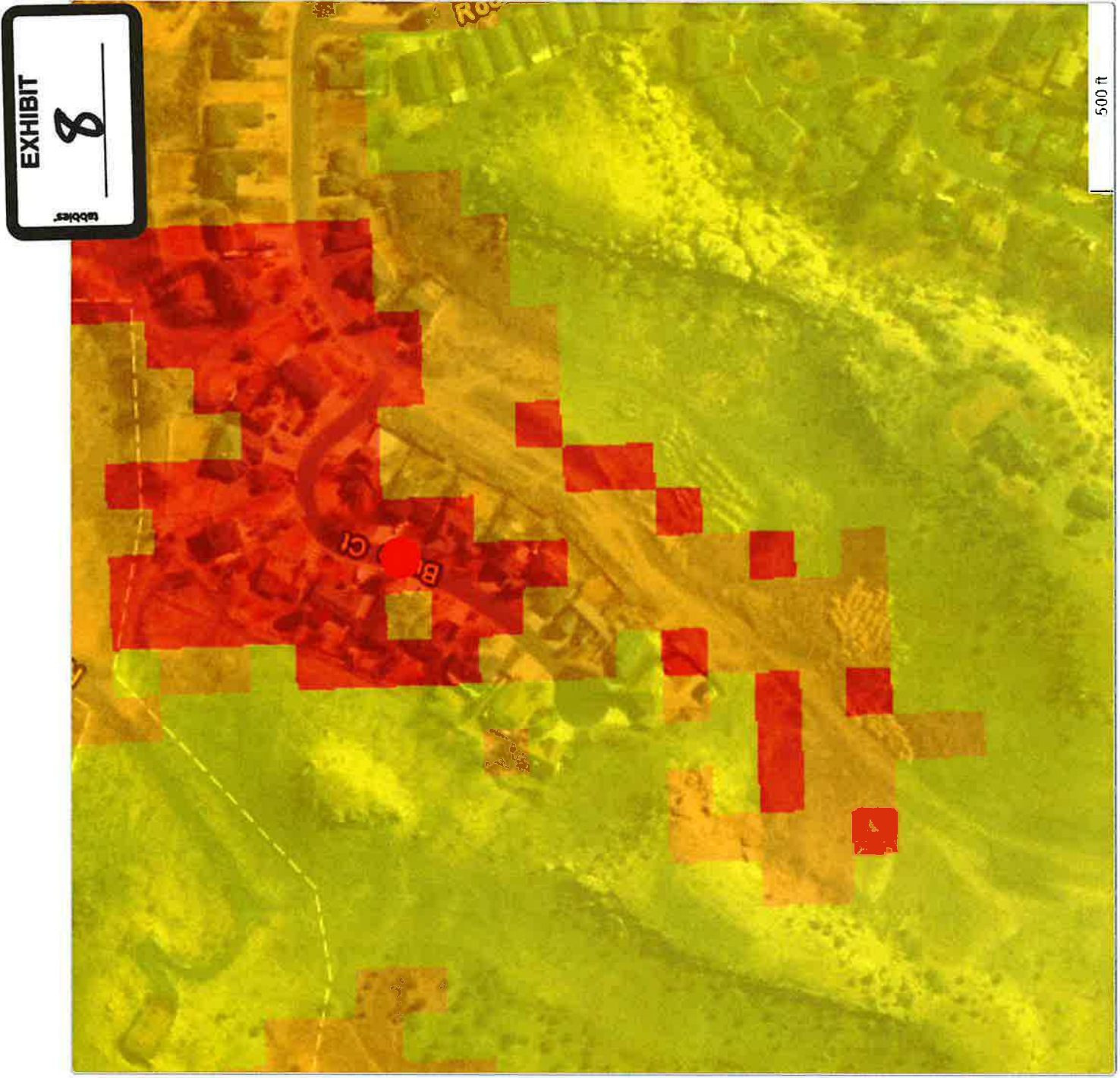
1/20/2026, 3:24 PM

### Disclaimer

The user assumes the entire risk related to their use of the Colorado Wildfire Risk Viewer and either the published or derived products from these data.

The Colorado State Forest Service is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose.

In no event will Colorado State Forest Service be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.





# Legend

<https://co-pub.coloradoforestatlas.org>

## Wildland Urban Interface Risk

- Lowest Risk
- Low Risk
- Moderate Risk
- High Risk
- Highest Risk

## Counties





Christopher G. McAnany  
396 Butte Court  
Grand Junction, CO 81507  
(970) 248-5862  
[mcanany@dwmk.com](mailto:mcanany@dwmk.com)

February 6, 2026

**By Hand Delivery**

Grand Junction Community  
Development Department  
250 North Fifth Street  
Grand Junction, CO 81501

RE: Camelback Gardens ODP, No. PLD-2023-121, Comments  
For the Official Record

Dear Sir or Madam:

Enclosed please find my written comments to be provided the Grand Junction Planning Commission in advance of the public hearing on the above matter on February 10, 2026. These comments are to be provided to each Planning Commission member, and are requested to be made part of the official record in the above matter. As a courtesy I have provided an electronic copy to Planning staff via email today. Please confirm your receipt of same.

If we need to discuss anything please call.

Sincerely,



Christopher G. McAnany

Enclosure

## MEMORANDUM

TO: Grand Junction Planning Commission

FROM: Christopher McAnany and Michelle McAnany  
396 Butte Court, Grand Junction, CO 81507

RE: Camelback Gardens ODP, 381 Rana Road, PLD-2023-121;  
Hearing Date February 10, 2026

Date: February 5, 2026

We submit these comments with respect to the application for the Camelback Gardens ODP (the Application). While we do not oppose the right of the Developers to develop their lands, we oppose the ODP in its current configuration, and we urge the Planning Commission (PC) to recommend a plan that is more in keeping with the scale of development already existing in the Cobblestone Ridges neighborhood. For that reason, we **request that the PC recommend denial of the Application as submitted.** We request that all of these materials be made part of the official record of the Application and forwarded on to the City Council. We request written notice and an opportunity to be hearing at all future hearings on this Application, for the reasons set forth below.

### 1. Standing.

We own our home at 396 Butte Court and we have lived there continuously since 2005. All of the statements in this memorandum are based on our personal knowledge. Our home directly abuts the lands encompassed by the Application, which is immediately to the east of our backyard. We will be harmed by the proposed development because the Developers propose to construct multiple dwellings up to forty (40) feet high ten (10) feet from our backyard property line, thereby affecting our property values, views, sunlight access, and privacy. We also use a trail that exits our property to access the unbuilt portion of Rana Road, and that access appears to be jeopardized. Additionally, we use the adjacent open space that is referenced in the Application.

We have personal knowledge of all of the lands owned by the Developers because this area has been used by us and many of our neighbors to access nearby City of Grand Junction open space.

### 2. Review Criteria.

The criteria contained in Section 21.02.150(a) of the Grand Junction Zoning and Development Code (2010) apply.<sup>1</sup> Planned developments rezoning should be used “when long term community benefits will be derived...”, including more efficient infrastructure; reduced traffic; more usable public or private open space; recreational amenities; and/or

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<sup>1</sup> Unless otherwise noted, all Grand Junction Zoning and Development Code citations in this document are to the 2010 version, which staff has deemed applicable to the current Application.



needed housing choices. Id. Under Section 21.02.150(b)(2), the Applicant has the burden of showing conformance with all of the criteria, subsections i) through x) of that section. We address each of these separately.

**i) The Application Does Not Comply with Comprehensive Plans and Policies.**

The Staff Report (January 13, 2026)<sup>2</sup> asserts that the proposal is consistent with City advisory plans and policies because it is infill development, context-sensitive development, and harmonious with the 2019 Housing Needs Assessment. Staff Report, p. 281. We agree that the Application is infill development, but dispute the remainder.

First, the Application does not comply with the Grand Junction Comprehensive Plan. The Application lands are currently designated as PD, and much of the existing development in the Ridges includes Planned Unit Developments (PUDs). However, the 2020 Comprehensive Plan, pp. 59-60, designates the future development in the Ridges as “residential low” density, of between 2 to 5.5 dwellings per acre. The Applicant’s proposal, which contemplates 90 houses on 10.29 acres amounts to 8.7 dwellings per acre. The Application does not meet this basic consistency requirement, and the staff glosses over this defect.

Second, the application does not comply with the City’s Housing Strategy policies. Three of the four top housing needs in Grand Junction are driven by lack of affordability. See Grand Junction Housing Strategy Update 2024, p. 4. While different types of housing may be desirable, this Applicant is not proposing affordable housing. Homes similar to the Applicant’s proposal in the Ridges are listed \$675,000 (2398 Ridge Circle Drive- Velo Ridge, MLS 20251296). There is no proof that this application supports housing affordability, and the applicant offers no data that the housing mix is needed to satisfy affordable housing needs.

**ii) Compliance with the Rezoning criteria provided in GJMC 21.02.140 is not Shown.**

We address those criteria as stated in the ordinance.

1. Subsequent Events have invalidated the original premises and findings.  
See #2 below.
2. The character or condition of the area has changed such that the amendment is consistent with the Plan.

The build-out in the immediate vicinity of the Applicant’s property is zoned R-4. In addition to being inconsistent with the Comprehensive Plan, the Application is inconsistent with adjacent zoning.

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<sup>2</sup> All references to the Staff Report are to the January 13, 2026 document.

The Cobblestone Ridges neighborhood is closest to the Application property, sitting immediately north and west. Cobblestone Ridges was developed as R-4, a zoning designation deemed appropriate for residential low-density development. R-4 calls for a minimum lot size of 7,000 square feet, with minimum setbacks of 20 feet (front), seven feet (side), and 25 feet (rear). In fact, lot sizes and setbacks in Cobblestone Ridges are considerably larger than these minimums. The houses now existing closest to the Application area (Butte Court, Saddle Court, and Rana Road) are all built to R-4 standards. Cobblestone Ridges Phase 1 comprises 26 lots on 30.48 acres (1.17 lots per acre, inclusive of open space); Phase 2 comprises 21 lots on 9.39 acres (2.2 lots per acre). See Exhibits 1 and 2, Cobblestone Ridges Plats, attached. R-4 is a more appropriate base zone for the Application because it conforms to the existing neighborhood.<sup>3</sup>

This conclusion is buttressed by the fact that the Redlands Mesa development, immediately to the south of the Applicant property, was authorized at an R-4 density. See Grand Junction Ordinance No. 4495 ("The default zoning is R-4 Residential, 4 units per acre."). The Applicant proposal of R-5 amounts to a substantial increase in overall land use density which is inconsistent with the existing neighborhood.

The City seems to miss this point, noting that the R-5 selection by the Applicant designation is appropriate without reference to existing conditions closest to the project. See Staff Report, p. 296.

3. Public and community facilities are adequate to serve the type and scope of land use proposed.

The record does not disclose if existing community facilities are sufficient to serve this project: no service commitment letters are provided (apart from some calculations regarding hydrant flows). The staff discussion and submittals on this subject lack detail and are conclusory.

4. An inadequate supply of suitably designated land is available in the community to accommodate the proposed land use.

Staff notes that the Applicant has provided no detail to satisfy this element. Staff Report, p. 294. The element is not satisfied.

5. The community or area will derive benefits from the proposed amendment.

We strongly disagree that this element is satisfied. On balance, the Application represents a net-loss for the neighborhood in terms of: increased traffic; pedestrian

---

<sup>3</sup> Admittedly there are higher density projects in the Ridges, but these are all separated from the subject Property by a ridgeline. Additionally, these projects were in many cases developed in the County prior to annexation.

safety; problematic storm drainage; loss of privacy; increased crowding; looming buildings, loss of solar access; and overall quality of life for residents.

**iii) The Application Fails to Meet Planned development criteria of Chapter 21.05.**

Planned development zones apply “where long term community benefits will be derived” from a particular development. GJMC 21.05.010. Applicable zoning standards in a PD shall be derived from the “underlying zoning.” GJMC 21.05.020. Planned developments must “minimally comply with the development standards of the default zone and all other applicable code provisions.” CJMC 21.05.040(a). Among these “development standards” is a minimum open space requirement, which provides that “the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or 10 percent of the value of the property” as open space. GJMC 21.06.020.

**The Applicant’s Open Space Dedication is Unlawful.**

This Application proposes to construct 90 housing units on 10.34 acres, and therefore exceeds the ten dwelling units standard. The Staff Report indicates that the Application supports adopted policies by creating new parks or open space. Staff Report, p. 382. This statement is misleading. Exhibit A of the ODP reveals open space areas to be dedicated by the Applicant to be **insignificant**. These open spaced total 23,484 square feet, or 2.2% of the land area of the Application. Response to PD Criteria, Packet p. 374. Indeed, Tract NN on that listing is an unbuildable area that is already occupied by a community trail. The open space shown in the Application fails to satisfy this mandatory 10% dedication requirement of GJMC 21.06.020.<sup>4</sup>

Moreover, all of the open space and trails surrounding the Application property are already dedicated to the City of Grand Junction, and have been used by the public for decades. See Exhibit 3, Open Space Map. These parcels are not part of the Application and cannot constitute a justification for granting the subject Application or for granting any density increase. Indeed, the lands were conveyed by the Ridges Metro District to the City on July 15, 1992, subject to the condition that the “..City will own, operate, and maintain the District parks and trails on the same terms and conditions and up to the same standards...” as similar facilities in the City. Exhibit 4, 1992 Quit Claim Deed. The Application fails to comply with a mandatory open space dedication requirements.

**iv) Adequate Stormwater Facilities are Not Shown in the Record.**

Cobblestone Ridges has existing stormwater management issues on Rana Road. Portions of the subject property are upgradient from Rana Road. The Application provides no detail on how stormwater will be handled in the proposed development. See P. 360 (discussion of utility services and infrastructure). The Application will undoubtedly result in

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<sup>4</sup> The Applicant also fails to meet the more stringent 20% dedication requirement for projects using “cluster development. See GJMC 21.03.60( c)(1)(“twenty percent of the gross acreage must be open space.”)



increased impervious surfaces in an area with erosion prone soils. This element is not met due to no analysis.

**v) The Proposal Will Add to Traffic and Compromise Safety; No Data is Provided to Determine Impacts.**

Although staff claims that this criterion is met, Packet p. 383, the Applicant has not provided any traffic study or data to back up this contention. The main point of egress for the project will likely be Rana Road. The Ridges is a largely automobile-dependent neighborhood.

The ITE Trip Generation Manual, 9<sup>th</sup> Edition, estimates that 90 single family dwelling units would have a weekday trip rate of 9.94/du, or 894.6 trips per day. Much of this new traffic will be directed to Rana Road, as it presents the shortest connection to Ridges Boulevard. Assuming 80% of those new trips use Rana Road, the Application, if approved, could generate 715.6 trips per day, on top of existing usage.<sup>5</sup> Parts of Rana road have no sidewalks, and the portion in Cobblestone Ridges only has a sidewalk on one side.

We have substantial concern about this increased traffic burden—particularly as it affects pedestrians and children in the neighborhood. This criterion is not satisfied because of the absence of any data in the Application.

**vi) Buffering for the Cobblestone Ridges Neighborhood is Inadequate.**

Staff notes that “except for Pod C” The majority of the development is naturally buffered by existing open space and outcrops. Staff Report, P. 384. Pod C is directly adjacent to the existing homes on Butte Court, and Pods D and E are also adjacent across the project road, and to Rana Road. Staff admits that the portions of the development adjacent to Butte Court and Cobblestone Ridges will have inadequate screening and buffering. This criterion is not met.

No effort has been made to provide buffering or screening to the existing development areas that are most likely to be affected. In truth, the Applicant proposes the greatest density (1,200 square foot lots in Pods C, D, and E) and the greatest impacts for just these areas.

The Applicant proposes to construct houses similar in design and scope to those shown in Exhibit 5, attached. The 100% lot coverage and minimal setbacks proposed mean that these buildings will loom large over adjacent houses, blocking views and sunlight, and resulting in lost privacy for existing homeowners. A privacy fence (or the like) will not remedy the situation. This element is not satisfied.

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<sup>5</sup> The new road connection will likely also funnel traffic from more dense phases of the Redlands Mesa development onto Rana Road.

### **Possible Alternative.**

Cobblestone Ridges Phase 2 was developed with a berm along the length of Butte Court. See Exhibit 6. Virtually all landowners on the east side of Butte court have back gates that access the existing dirt road across the berm. The crest of the berm is approximately 30 feet from the east property line of all homes on Butte Court. A reasonable buffering solution would be to apply a minimum 30-foot building setback for all proposed structures in pods C and D that adjoin existing homes.

#### **vii) The Applicant Unlawfully Uses Historic Open Space to Arrive at Project Densities and Fails to Comply with Mandatory Open Space Requirements.**

The Staff Report claims that this project will have a density of 3.6 dwelling units per acre and that this density is within the Residential Low-Density level contained in the 2020 Comprehensive Plan, which calls for 3.6 units per acre. Staff Report, p. 290. As noted, this statement is incorrect, and appears to be derived from a claim by the Applicant that 15 acres of already dedicated open space should be factored into its project acreage. See Response to PD Criteria, Table on, p. 374 (showing 15.01 acres of “previously dedicated open space” . These statements are clearly erroneous, as demonstrated by the title history for the existing open space, discussed *supra*.<sup>6</sup>

The actual density of 8.4 units per acre is out of character for the neighborhood and the adjacent zoning. Further, the Applicant is deliberately opaque as to how many dwellings it proposes for each Pod in the project, as that information is omitted from its submittal. See PD Criteria Table, p. 374. Thus, for example, we cannot tell if the Applicant is proposing 8.4 units per acre for Pods C, D, and E, or something of higher density. Accordingly, this criterion is not met.

#### **viii) The City Violated Its Ordinances and Basic Due Process to Give the Applicant Improper Special Treatment.**

The Applicant will likely point to a resolution adopted by the Grand Junction City Council on February 4, 2026, to support its contention that the project density is appropriate. The resolution allows “inclusion” of dedicated City open space for purposes of the Camelback Gardens ODP boundary, presumably to allow an otherwise unlawful project to meet City density standards. This action was unlawful.

The GJMC 21.02.080(g) provides that “(n)otice of public hearings allow for community input and due process (the opportunity to be heard).” Further, “any person may offer relevant information in writing or in person.” GJMC 2102.080(j)(3). Under the United States and Colorado Constitutions an administrative body has a duty to provide a fundamentally fair procedure where an individual property interest is at stake. *Van Sickle v. Boyes*, 797 P.2d 1267 (Colo. 1990). At minimum, due process requires notice and an opportunity to be

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<sup>6</sup> No documents or other authority have been provided to explain why this project would be entitled to claim that its density is lower because of historically dedicated open space.

heard before an impartial body. Id. at 1273; also: C.R.S. 31-23-304 (modification of zoning regulations not effective until after a public hearing in which interested persons have an opportunity to be heard).

Here, the City issued to the public a mailed “Notice of Public Hearing,” see Exhibit 7 attached, specifying a Council public hearing on February 4, 2026. At the February 4 hearing the City refused to allow public comment, despite receiving an extensive staff presentation.<sup>7</sup> The City then proceeded to approve the “Resolution.” This action was unlawful and undertaken in violation of the City’s ordinances and basic notions of procedural due process.

Moreover, the City’s decision is unlawful because it ignores the City’s ordinances and amounts to the grant of a special “density bonus” to a favored developer—essentially allowing him to construct more homes on a parcel of land than the City’s ordinances would allow. It is a naked attempt to confer a private financial benefit.

The City’s ordinances mandate “dedication” of open space—the transfer of ownership by the “owner” (land use applicant) to another party (the City) as part of a development application, and in order to obtain specific PUD approval. See GJMC 21.06.020(a) and 21.10.020 (defining dedication). The ordinance requires the applicant to transfer ownership for required open space to get the land use approval.

Here, the Applicant did nothing of the sort. The City simply waived its requirements and gave the Applicant credit for lands dedicated by others to another local government decades ago. The action was arbitrary and unlawful and not supported by any legal authority.<sup>8</sup>

**ix) The Proposed Default Zoning Standard is Inappropriate; No deviation is Justified in the Record; and the Project Violates Mandatory Substantive Standards-with Accompanying Public Safety Risk.**

The Staff Report, p. 290, says the R-5 district was selected for the Application. No justification for this selection is provided, other than that the applicant wants it. Id. The R-5 district is inappropriate for this area—R-4 is more compatible with the neighborhood. In any case, the Planning Commission is not bound by this recommendation and it should reject it for the reasons stated herein.

The R-5 designation is also inappropriate because it pushes houses too close together. The Applicant is proposing 2,400 square foot lot areas (1,200 square feet for Pods C-F) and 100% lot coverage, with forty (40) foot building heights, and compressed setbacks of as

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<sup>7</sup> The undersigned was present at the hearing and asked the City Attorney for an opportunity to be heard. The Mayor refused to allow public comment, allowing comment only during “unscheduled business” **after the decision was made.**

<sup>8</sup> City staff refused to respond to requests for an explanation of this action.

little as 15 feet (front), 5 feet (side), and 10 feet (rear). If approved, the Camelback Gardens ODP would allow 90 houses on 10.34 acres (8.7 lots per acre).<sup>9</sup> These deviations fail to meet even the more lenient requirements of the R-5 district, which mandates 4,000 square foot minimum lot area, 60% lot coverage, and 20/5/15 front, side, and rear setbacks. GJMC 21.03.040 (Residential District Summary Table).

GJMC 21.05.050(f)(1) provides that setbacks shall not be less than the default zone unless the applicant can prove that:

- i) “Buildings can be safely designed and the design is compatible with lesser setbacks. Compatibility shall be evaluated by the International Fire Code or any other applicable life, health, or safety codes...
- ii) Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space;
- iii) Reduction of setbacks is required for protection of steep hillsides, wetlands, or other environmentally sensitive natural features.”

The Staff Report is devoid of any facts or analysis showing that these criteria were met. There is no or minimal discussion of building safety concerns that arise due to the reduced setbacks.

Recent experience in Colorado with the 2021 Marshall Fire (1,084 homes destroyed) reveals that subdivision developments are indeed vulnerable to wildfire, and compressed setbacks can contribute to fire spreading. The Colorado State Wildfire Risk Viewer delineates the Application area as “moderate” for fire risk with significant “high” risk areas in Cobblestone Ridges. See Exhibit 8.

Second, the Application fails to show any increased screening as a way to justify the compressed setbacks. There is minimal discussion of screening as to the Cobblestone Ridges homes that will be most affected by this Application.

Third, the Staff Report states that the changes are justified to support “clustering of dwellings (p. 385), and a “necessary component” of the Applicant’s choice to plat only building envelopes (p. 386). There is no clustering in this Application—only 2.2% of the lands are set aside as open space. If approved, virtually every area that can be built upon will be built upon, with minimal spaces in between. And, the Application does not even comply with mandatory “clustering” rules, which specify an absolute minimum lot size of

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<sup>9</sup> The Applicant falsely claims that its project results in 3.48 dwelling units per acre, but this figure is derived by adding into the application 15.01 acres of existing open space previously dedicated to the City of Grand Junction. See Packet P. 374 (description of “pods” and project acreage). All of the open space referenced in the Application was conveyed by others to the Ridges Metro District, and later deeded to the City of Grand Junction when the lands were annexed.

3,000 square feet and dedication of 20% of the land area as open space. See GJMC 21.03.060(c)(3) (“In no event shall any lot be less than 3,000 square feet.”).<sup>10</sup>

The Applicant fails to show that the default standards are appropriate, and it fails to prove that deviations are justified based on the standard set in the ordinance. The proposal violates mandatory clustering rules. This element is not satisfied.

**x) The Phasing Plan Would Allow Long-Term Speculation.**

The Applicant provided a phasing plan, Packet p. 368; it calls for full build out of Phase 1 by 2031, Phase 2 by 2040, and phase 3 by 2043. The plan notes those deadlines may be extended. Id. We have no objection to the Phase 1 plan. However, the phasing for the other parts of the project suggest that this development is intended for long-term speculation, rather than responding to immediate housing needs in the City.

Colorado law allows extended project vesting, but there are mandatory development agreement requirements that have not been satisfied here. The default maximum vesting period for a site-specific development plan is no more than three years. See C.R.S. 24-68-103(1)(a) (property right remains vested for three years, subject to limited exceptions). We submit that a 17-year phasing plan is excessive, especially given the history of lapsed development plans for this property. See Staff Report, p. 287 (noting previous lapse of plans for this property).

**3. Conclusion.**

Camelback Gardens fails to comply with multiple criteria contained in Grand Junction Ordinances and advisory documents. The City staff have been less than candid in their evaluation of the project, and there are serious legal violations in the process employed to date. The Planning Commission did not cause these defects, but it should not enable them either. The ODP should therefore be denied.

However, if the Planning Commission is inclined to recommend some form of approval, we submit that the following recommendation is appropriate.

**Suggested motion:**

“I move to approve Camelback Gardens ODP, PLD 2023-121, subject to the following mandatory conditions.

1. The ODP is approved with an R-4 default zone with no deviations from mandatory massing, lot size, density, and setback criteria, except as stated in #2
2. A 30-foot setback is required for structures to be developed adjacent to Rana Road and Butte Court.

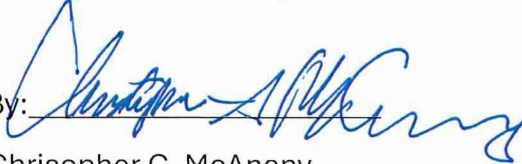
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<sup>10</sup> Deviation from standards may be recommended when there is an open space **dedication** of “20% or greater.” GJMC 21.05.040(g)(2). No such dedication applies here. See also GJMC 21.03.060(d) (“At least 20% of a cluster development shall be open space.”)



3. Overall density must be determined without inclusion of already dedicated City open space adjacent to Lots 1 and 2.
4. The Developer must respect and improve existing trails on the property.
5. The Developer must provide a suitable storm water management plan that contains expected stormwater flows on the subject property, as required by

Thank you for listening to our concerns.

By: 

Christopher G. McAnany  
396 Butte Court  
Grand Junction, CO 81507  
(970) 248-5862

2-6-26

Date

**Attachments:**

1. Cobblestone Ridges Phase 1 Plat
2. Cobblestone Ridges Phase 2 Plat
3. Grand Junction Dedicated Open Space Map
4. Ridges Open Space Deed to City of Grand Junction, 1992
5. Architect Rendering of Camelback Gardens Home and Velo Ridge Building Photos
6. Butte Court Berm Aerial Photo
7. City of Grand Junction "Notice of Public Hearing" for February 4, 2026
8. Colorado State Forest Service Wildfire Map of Subject Property

-End of Document-





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**DISTRICT OPEN SPACE**

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COBBLESTONE RIDGES

According to California law, the most accurate map held by the landowner is this survey, which shows where the line between each parcel is. This map is the best evidence of the location of the line between parcels. It is the best evidence of the location of the line between parcels. It is the best evidence of the location of the line between parcels.

| SECTION                                | S 17 | N 2 | T 20 N | R 15 E | RANGE | 14 | MERIDIAN | UTM |
|----------------------------------------|------|-----|--------|--------|-------|----|----------|-----|
| <b>THOMPSON-LANCFORD CORPORATION</b>   |      |     |        |        |       |    |          |     |
| 529 25 1/2 ROAD - # B-210              |      |     |        |        |       |    |          |     |
| Grand Junction CO 81505 (970) 243-6067 |      |     |        |        |       |    |          |     |
| Deceased By: DMS                       |      |     |        |        |       |    |          |     |
| Decided By: MST                        |      |     |        |        |       |    |          |     |
| Job No.: 0252-001                      |      |     |        |        |       |    |          |     |
| Date Sent: 7/19/96                     |      |     |        |        |       |    |          |     |
| Sheet: 2 of 3                          |      |     |        |        |       |    |          |     |

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● SET AS BEARING VALLEY OF "TANGSHELL" LOGGING COMP P.L.S. 18478"  
IN CONCRETE AT ALL BOUNDARY ANGLE POINTS  
BEARINGS ARE BASED ON ASSUMED MAG. 110.15° N. BETWEEN B.L.M. BRASS CAP

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REF # 45 2548 #/ALLOY 6061 T6 HOPKINS LOCKFORD CORP A.S. 104787-  
IN COAST GUARD INSPECTION POINT

BEADINGS ARE BASED ON ASSURED 100" TO 55" W. BETWEEN 8 L.H. DRASS CAP

| Country        | 1950 | 1955 | 1960 | 1965 | 1970 | 1975 | 1980 | 1985 | 1990 | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | 2035 | 2040 | 2045 | 2050 |
|----------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Japan          | 7.0  | 7.5  | 8.0  | 8.5  | 9.0  | 9.5  | 10.0 | 10.5 | 11.0 | 11.5 | 12.0 | 12.5 | 13.0 | 13.5 | 14.0 | 14.5 | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 |
| Germany        | 10.0 | 10.5 | 11.0 | 11.5 | 12.0 | 12.5 | 13.0 | 13.5 | 14.0 | 14.5 | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 |
| France         | 12.0 | 12.5 | 13.0 | 13.5 | 14.0 | 14.5 | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 |
| Italy          | 13.0 | 13.5 | 14.0 | 14.5 | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 |
| Spain          | 14.0 | 14.5 | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 |
| Sweden         | 15.0 | 15.5 | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 |
| United Kingdom | 16.0 | 16.5 | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 |
| United States  | 17.0 | 17.5 | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 |
| Canada         | 18.0 | 18.5 | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 |
| South Korea    | 19.0 | 19.5 | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 |
| China          | 20.0 | 20.5 | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 |
| India          | 21.0 | 21.5 | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 |
| Brazil         | 22.0 | 22.5 | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 | 31.5 | 32.0 |
| Argentina      | 23.0 | 23.5 | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 | 31.5 | 32.0 | 32.5 | 33.0 |
| South Africa   | 24.0 | 24.5 | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 | 31.5 | 32.0 | 32.5 | 33.0 | 33.5 | 34.0 |
| Uganda         | 25.0 | 25.5 | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 | 31.5 | 32.0 | 32.5 | 33.0 | 33.5 | 34.0 | 34.5 | 35.0 |
| Kenya          | 26.0 | 26.5 | 27.0 | 27.5 | 28.0 | 28.5 | 29.0 | 29.5 | 30.0 | 30.5 | 31.0 | 31.5 | 32.0 | 32.5 | 33.0 | 33.5 | 34.0 | 34.  |      |      |      |

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**COBBLESTONE RIDGES**

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| SECTION | S/2 | 5 | 17 | N/2 | 5 | 20 | TOWNSHIP | 15 | RANGE | 14 | MERIDIAN | 17E |
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THOMPSON-LANGFORD CORPORATION  
528, 25 1/2 ROAD - B-210  
Hawthorne

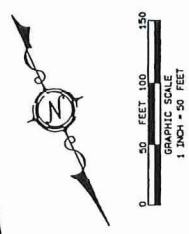
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## COBBLESTONE RIDGES

|                                                                                                           |         |               |              |          |              |
|-----------------------------------------------------------------------------------------------------------|---------|---------------|--------------|----------|--------------|
| SECTION 5/2                                                                                               | 5.0 N/2 | 2.20          | TOWNSHIP 15  | RANGE 1W | MERIDIAN 10E |
| <b>THOMPSON-LANGFORD CORPORATION</b><br>529 25 1/2 ROAD - B-210<br>Grand Junction CO #1505 (970) 234-6057 |         |               |              |          |              |
| Declarant                                                                                                 | DOB     | Checked By    | AKST         | DOB      | 02/26-2011   |
| Parent Notary/Secretary                                                                                   | Date    | Sept. 3, 1996 | Sheet 3 of 3 |          |              |
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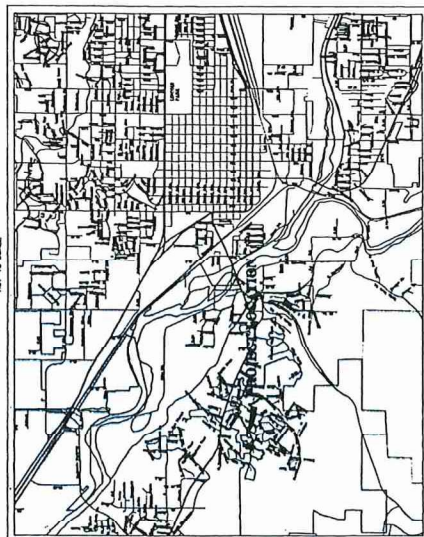
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**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after your first discovery of a defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.



**A REPLAT OF LOT 1 BLOCK 4 COBBLESTONE RIDGES  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO**



| CHINESE | REFERENCE | TARGETS | BLEU-1 | BLEU-2 | BLEU-3 | BLEU-4 |
|---------|-----------|---------|--------|--------|--------|--------|
| C1      | 12.47     | 12.47   | 0.00   | 0.00   | 0.00   | 0.00   |
| C2      | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C3      | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C4      | 53.29     | 126.48  | 0.00   | 0.00   | 0.00   | 0.00   |
| C5      | 53.29     | 126.48  | 0.00   | 0.00   | 0.00   | 0.00   |
| C6      | 53.29     | 126.48  | 0.00   | 0.00   | 0.00   | 0.00   |
| C7      | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C8      | 34.84     | 112.57  | 0.00   | 0.00   | 0.00   | 0.00   |
| C9      | 34.84     | 112.57  | 0.00   | 0.00   | 0.00   | 0.00   |
| C10     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C11     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C12     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C13     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C14     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C15     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C16     | 71.67     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C17     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C18     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C19     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C20     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C21     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C22     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C23     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C24     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C25     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C26     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C27     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C28     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C29     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C30     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C31     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C32     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C33     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C34     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C35     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C36     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C37     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C38     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C39     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C40     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C41     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C42     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C43     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C44     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C45     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C46     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C47     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C48     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C49     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C50     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C51     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C52     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C53     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C54     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C55     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C56     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C57     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C58     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C59     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C60     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C61     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C62     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C63     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C64     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C65     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C66     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C67     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C68     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C69     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C70     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C71     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C72     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C73     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C74     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C75     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C76     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C77     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C78     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C79     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C80     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C81     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C82     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C83     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C84     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C85     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C86     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C87     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C88     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C89     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C90     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C91     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C92     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C93     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C94     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C95     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C96     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C97     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C98     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C99     | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |
| C100    | 65.03     | 178.60  | 0.00   | 0.00   | 0.00   | 0.00   |

|          |             |        |
|----------|-------------|--------|
| LOTS:    | 0.832 ACRES | 80.9%  |
| STREETS: | 1.107 ACRES | 11.1%  |
| TOTAL:   | 0.030 ACRES | 100.0% |

SECTION: 5/2 5/17-4/2 5/20 TOWNSHIP: 15 RANGE: 1W PERMITIAN: UTE

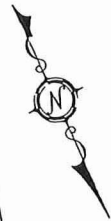
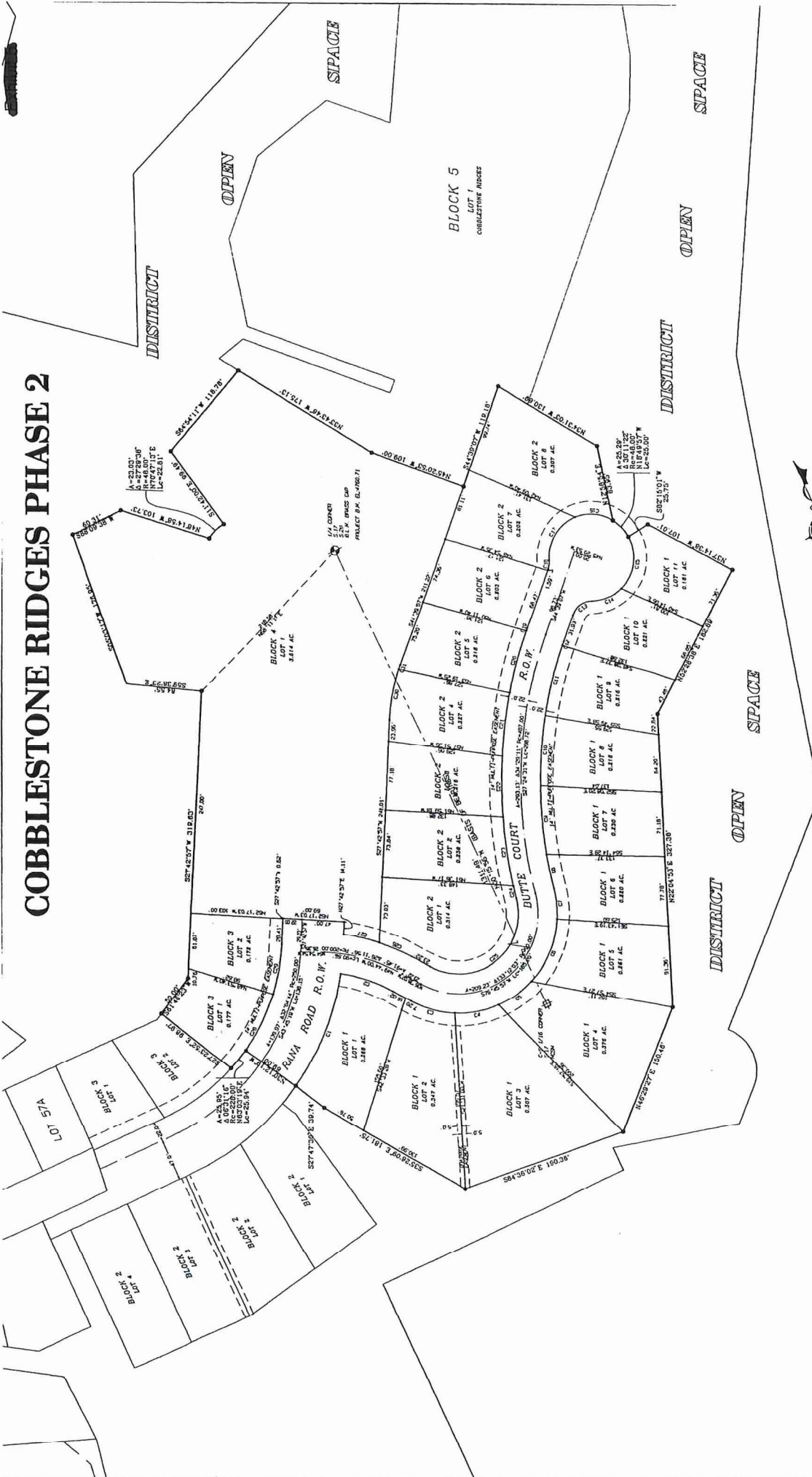
**THOMPSON-LANGFORD CORPORATION**

529 25 1/2 ROAD - # B-2410

Grand Junction CO 81505 (970) 243-6067

|                    |                 |                   |
|--------------------|-----------------|-------------------|
| Per Signed By: DTS | Checked By: KST | Job No.: 0232-001 |
| Per Date: 10/22/83 | Checker: Samt 3 | Sheet: 1 of 2     |

# COBBLESTONE RIDGES PHASE 2



- SET AS REPAIR W/ALLOT CAP. THOMPSON-LANFORD CORPORATION  
AS SHOWN IN CONCRETE AT ALL CORNER POINTS

## COBBLESTONE RIDGES PHASE 2

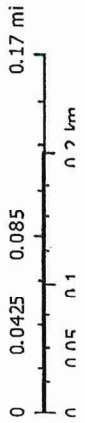
|                                        |                       |                     |                 |
|----------------------------------------|-----------------------|---------------------|-----------------|
| SECTION 5/2 S.174N2 E.20               | TOWNSHIP 15           | RANGE 1M            | MERIDIAN 11E    |
| THOMPSON-LANFORD CORPORATION           |                       |                     |                 |
| 529 25 1/2 ROAD - # B-210              |                       |                     |                 |
| Grand Junction CO 81505 (970) 243-5087 |                       |                     |                 |
| Prepared By: DRS                       | Checked By: KST       | Drawn By: J         | Scale: 1" = 50' |
| Sheet: 11553302-001                    | Project: 11553302-001 | Date: Sept. 3, 1998 | 011553302.tif   |





# Ridges Open Space

This Geographic Information System (GIS) and its components are designed as a source of reference for answering requests for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in public records. The information is provided for informational purposes only. In addition, the information contained herein is not intended to be used for legal purposes, and is subject to the limitations set forth herein. Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume



1/21/2026

Mesa County, Colorado

GIS/IT Department





QUIT CLAIM DEED

The Ridges Metropolitan District, a special district organized pursuant to the laws of the State of Colorado, doing business at 372 Ridges Boulevard, Grand Junction, Colorado 81503, hereinafter Grantor, hereby sells and quit claims to The City of Grand Junction, a home rule city in the County of Mesa, State of Colorado, doing business at 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter Grantee, the following real property together with all fixtures, appurtenances, signs, surfacing and permanent installations to wit:

BOOK 1714 PAGE 215

All open space and park land owned by Grantor and being generally described as:

Filing #1 totaling 5.925 acres, including but not necessarily limited to, a tract of land commonly know as Entrance Park, 442 Ridges Boulevard and all other tracts in said filing as more particularly described by parcel numbers:

2945-163-24-944(038)  
2945-163-24-944(022)  
2945-163-24-944(018)

and,

1609906 03:58 PM 07/30/92  
MONIKA TOD CLERKED MESA COUNTY CO  
DDC EXEMPT

Filing #2 totaling 6.259 acres, including but not necessarily limited to, a tract of land commonly known as Duckpond Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-14-944(015)  
2945-201-04-944(022)  
2945-201-01-944(010)  
2945-174-24-944(033)  
2945-163-26-944(022)

and,

Filing #3 totaling 13.4973 acres, including but not necessarily limited to, a tract of land commonly known as Hidden Valley Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-212-13-944(009)  
2945-201-09-944(029)  
2945-212-14-944(030)  
2945-201-01-945(011)

and,

Filing #4 totaling 17.69 acres, including but not necessarily limited to, tracts of land commonly known as Valley View Way and the Tot Lot and all other tracts in said filing as more particularly described by parcel numbers:

2945-201-13-944(033)  
2945-201-04-944(022)  
2945-201-08-944(029)  
2945-201-07-944(025)  
2945-201-06-944(017)

Recorder's Note: Poor Legibility On  
Document Provided For Recording.



and,

Filing #5 totaling .177 acres, including but not necessarily limited to, a tract of land commonly known as Boy Scout Park and all other tracts in said filing as more particularly described by parcel number:

2945-202-06-944(031)

BOOK 1914 PAGE 816

and,

A tract of land in Filing #5, Lot 1, Block 22 commonly known as the school site consisting of 6.372 acres:

and,

Filing #6 totaling 40.988 acres, including but not necessarily limited to, a tract of land commonly known as Autumn Ridge/Pleasant Hollow Park and all other tracts in said filing as more particularly described by parcel numbers:

2945-174-30-944(079)

2945-174-29-944(074)

2945-174-34-944(015)

2945-202-17-944(019)

2945-202-06-955(050)

174-30-94

and,

A tract of land located at the entrance to the Ridges and as more particularly described in Book 1421 page 76 of the land records of Mesa County:

and,

A tract of land consisting of 2.243 acres located at 372 Ridges Boulevard.

and,

A deeded easement as more particularly described in Book 1867 page 751 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1879 page 105 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1860 pages 989 and 990 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1202 page 709 of the land records of Mesa County:

and,

A deeded easement as more particularly described in Book 1351 page 484 of the land records of Mesa County:

and,

Certain tracts of land commonly know as Bus Stop No. 1, Bus Stop No. 2, Bus Stop No. 3 and Bus Stop No. 4, together with the land reasonably required to maintain the structures located thereon and all signs affixed thereto:

and,

Any and all other real property owned by the District or in which the District may have an interest as of the date of this deed.

All parcel numbers are as existing in the records of the Mesa County Assessor as of the date of this deed and as represented in the attached assessors maps.

Signed this 15<sup>th</sup> day of July, 1992.

RIDGES METROPOLITAN DISTRICT

by: Ellsworth F. Stein  
Ellsworth Stein  
President of the Board of Directors

STATE OF COLORADO     )  
County of Mesa         )

BOOK 1914 PAGE 818

The foregoing instrument was executed before me this 15<sup>th</sup> day of July, 1992, by Ellsworth Stein, President of the Board of Directors of the Ridges Metropolitan District, Mesa County, Colorado.

My commission expires 10/26/92.  
Witness my hand and official seal.

Mildred B. Fowler

Notary Public

Address:

372 Ridges BlvdGrand Jct CO 81503



B1914-7819

Exhibit 3

LUDWIG SUB.

Adjoining  
T.15, R.1W.  
2945-17

SCENIC DRIVE SUB.

HERMOSA SUB.

Adjoining  
T.15, R.1W.  
2945-17

Adjoining  
T.15, R.1W.  
2945-17

Recorder's Note: Poor Legibility On  
Document Provided For Recording.

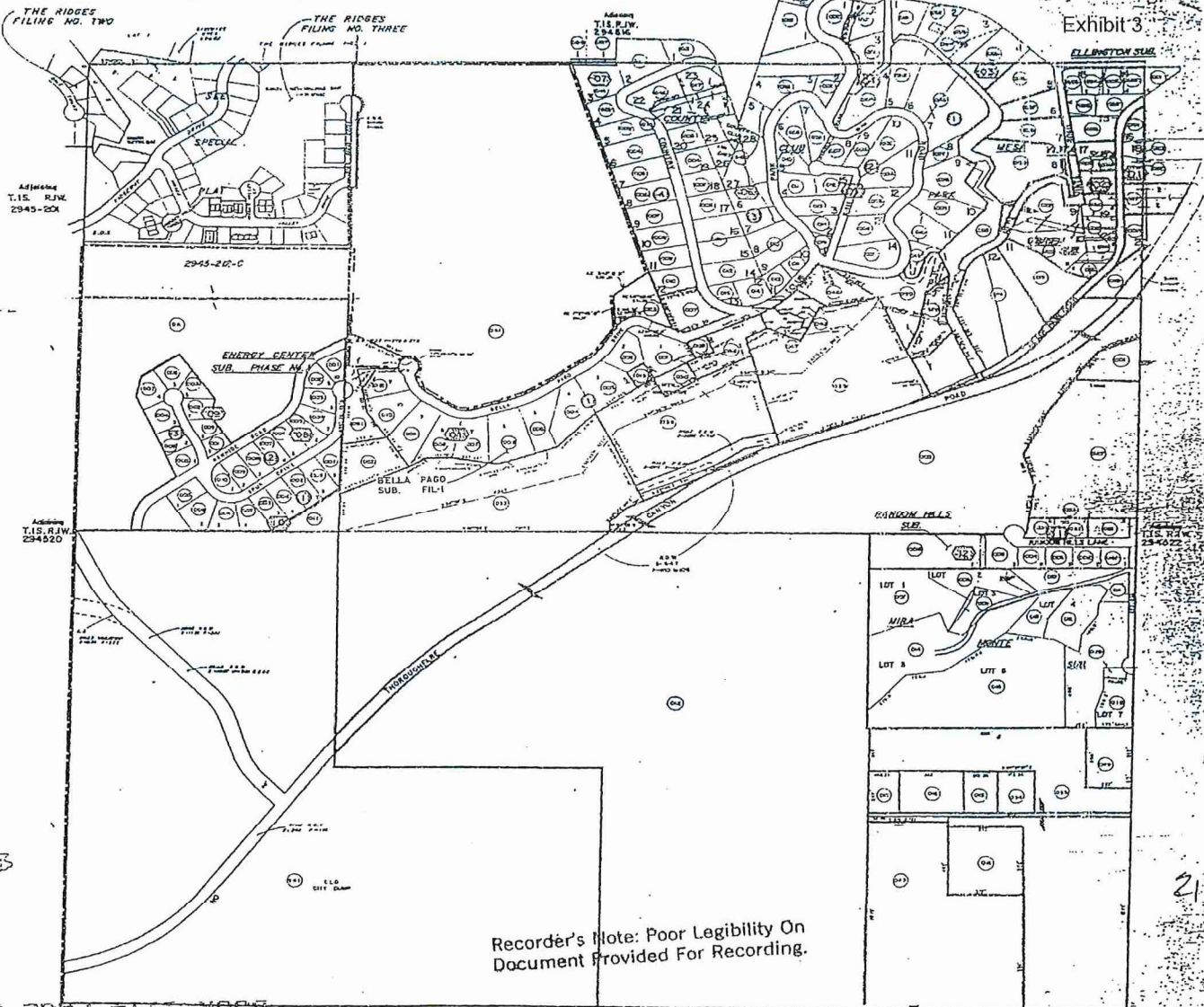
BOOK 1914 PAGE 819

ENTRADA TOWNHOUSES  
A REPLAT OF LOT 1, P.L.S.  
THE RIDGES, FIL. NO. 2  
RECORD, 2945-174

T.15, R.1W. SEV. 17  
2945-174

BOOK 1714 PAGE 820

Exhibit 3



Recorder's Note: Poor Legibility On Document Provided For Recording.

212

008 3992 7161 3008  
BOOK 1714 PAGE 820

Adjoining  
T.15. R.1.W.  
294528

T.15. R.1.W. SEC. 21



Adjoining  
T.I.S. R.I.W.  
2945-17

Book 1914 page 821

THE RIDGES FILING NO. 6

REPLAT OF  
LOTS 484 THRU 754, BLK. 9;  
LOTS 318 THRU 564, BLK. 15;  
LOTS 38 THRU 404, BLK. 25;  
LOTS 1A THRU 7A, BLK. 28;  
THE RIDGES FIL. 6

LOS ALTOS SUBDIVISION  
A REPLAT OF LOT 17, BLK. 13  
OF THE RIDGES FIL. NO. 5

REPLAT OF  
LOTS 19A THRU 30A, BLK. 13;  
LOTS 1A THRU 2A, BLK. 25;  
LOTS 1A THRU 15A, BLK. 24;  
LOTS 1A THRU 10A, BLK. 25;  
THE RIDGES, FIL. 5

THE RIDGES FILING NO. 5

REPLAT OF  
LOTS 22A THRU 30A, BLK. 25  
THE RIDGES FIL. NO. 5

Adjoining  
T.I.S. R.I.W.  
2945-201

THE RIDGES  
FILING NO. 4

Adjoining  
T.I.S. R.I.W.  
2945-20

Recorder's Note: Poor Legibility On  
Document Provided For Recording.

2945-202





PLAT  
BOOK  
2945-161

Adjoining  
T. 1 S. R. 1 W  
SEC. 15  
2945-15

ADJOINING  
T 15. R. 1 W.  
SEC. 17  
2945-17

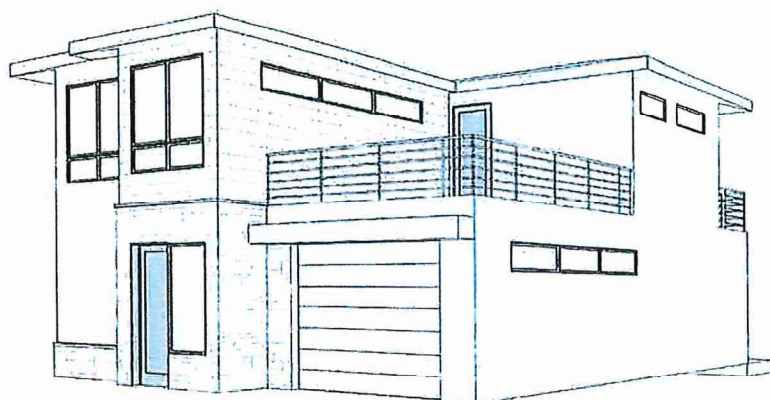
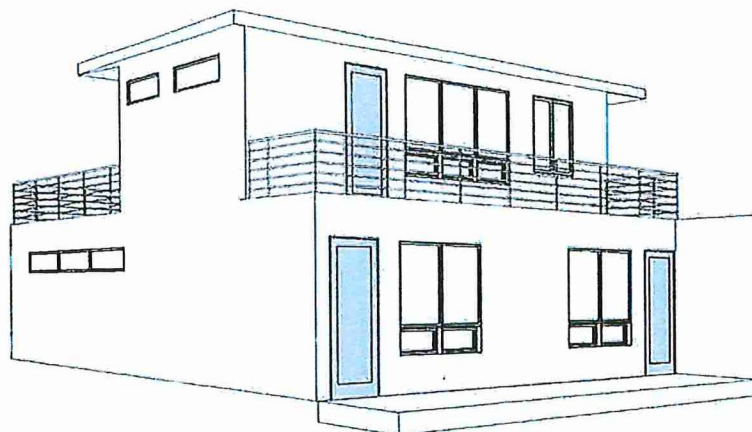
SEE  
2945-21

T. 13. R. 1W.  
2945-16

Recorder's Note: Poor Legibility On Document Provided For Recording

# Architecture – Modern Desert

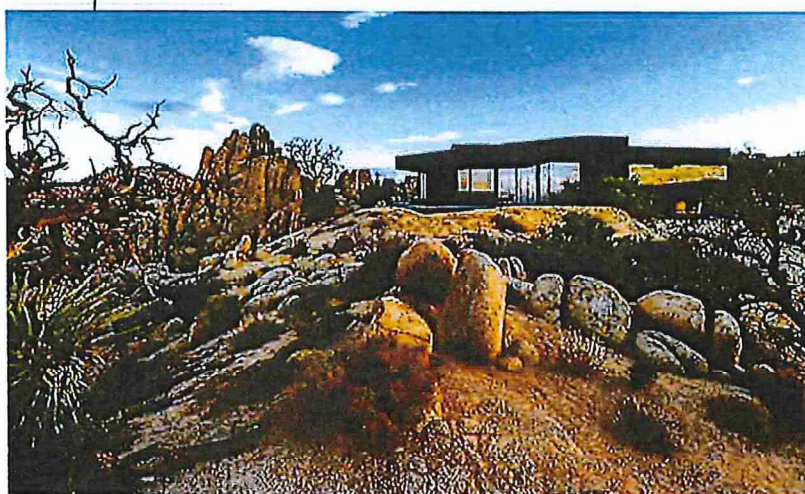
The developer has chosen Eric Kraai of Kraai Design to create the architecture for Camelback Gardens.



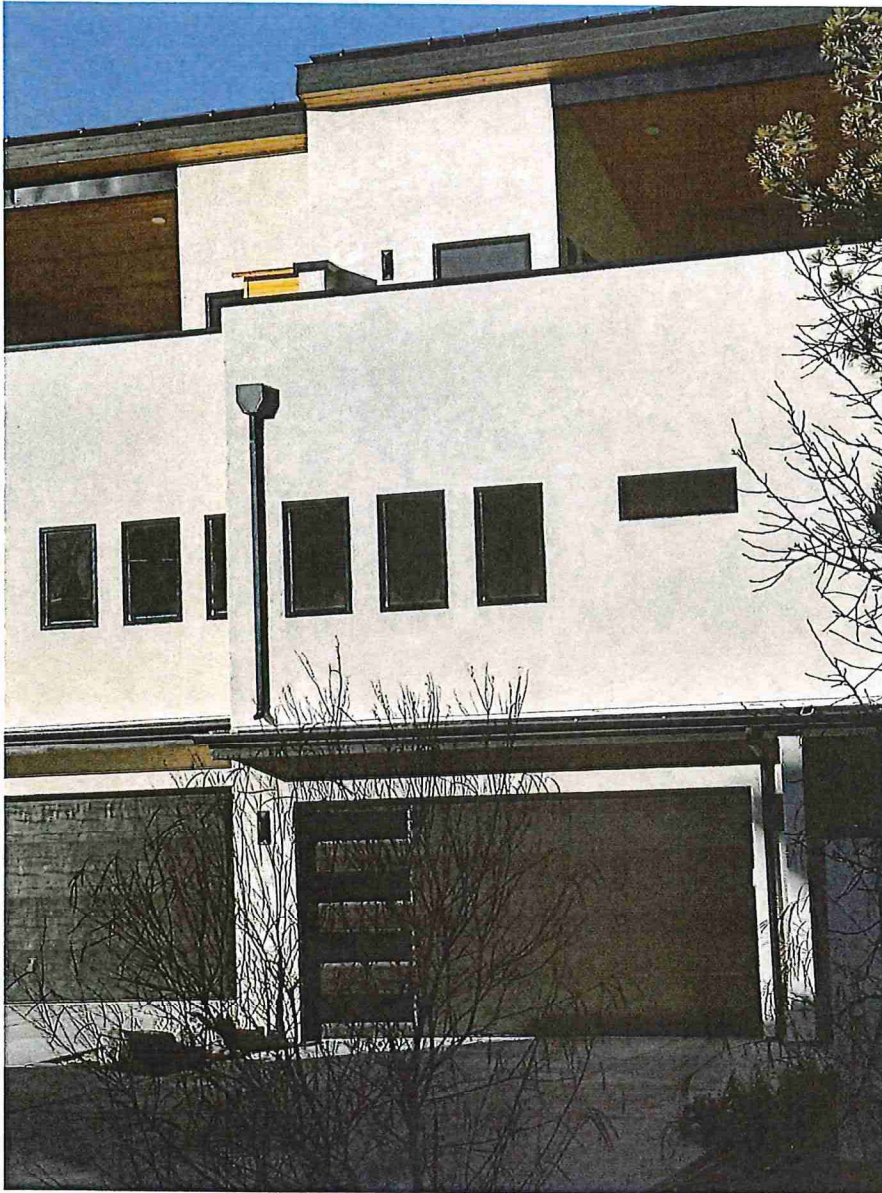
Houses will range from 1,300-2,400 sf. Anticipated price range is \$500,000 and up.

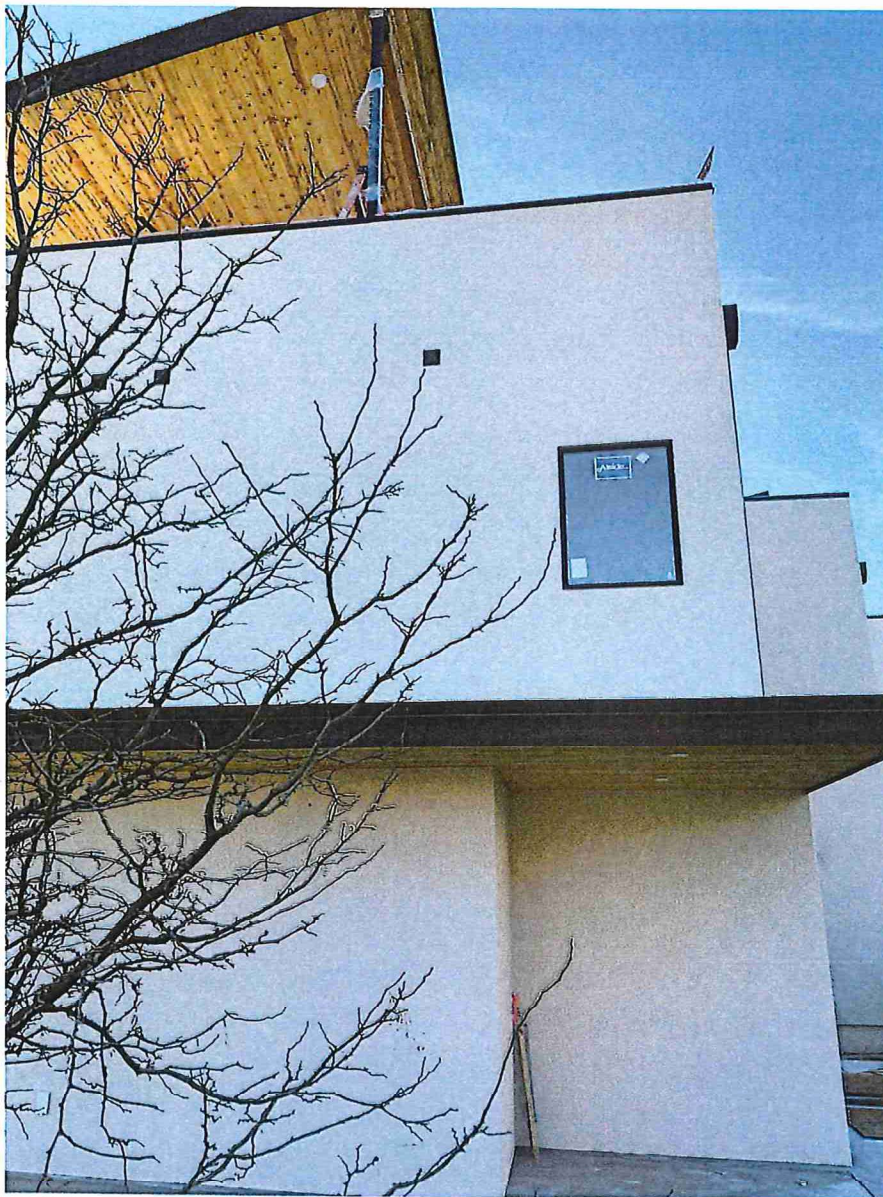
5 3D View 1

The homes will provide a sense of appreciation for the surrounding land and offer sustainable sophistication to the neighborhood.

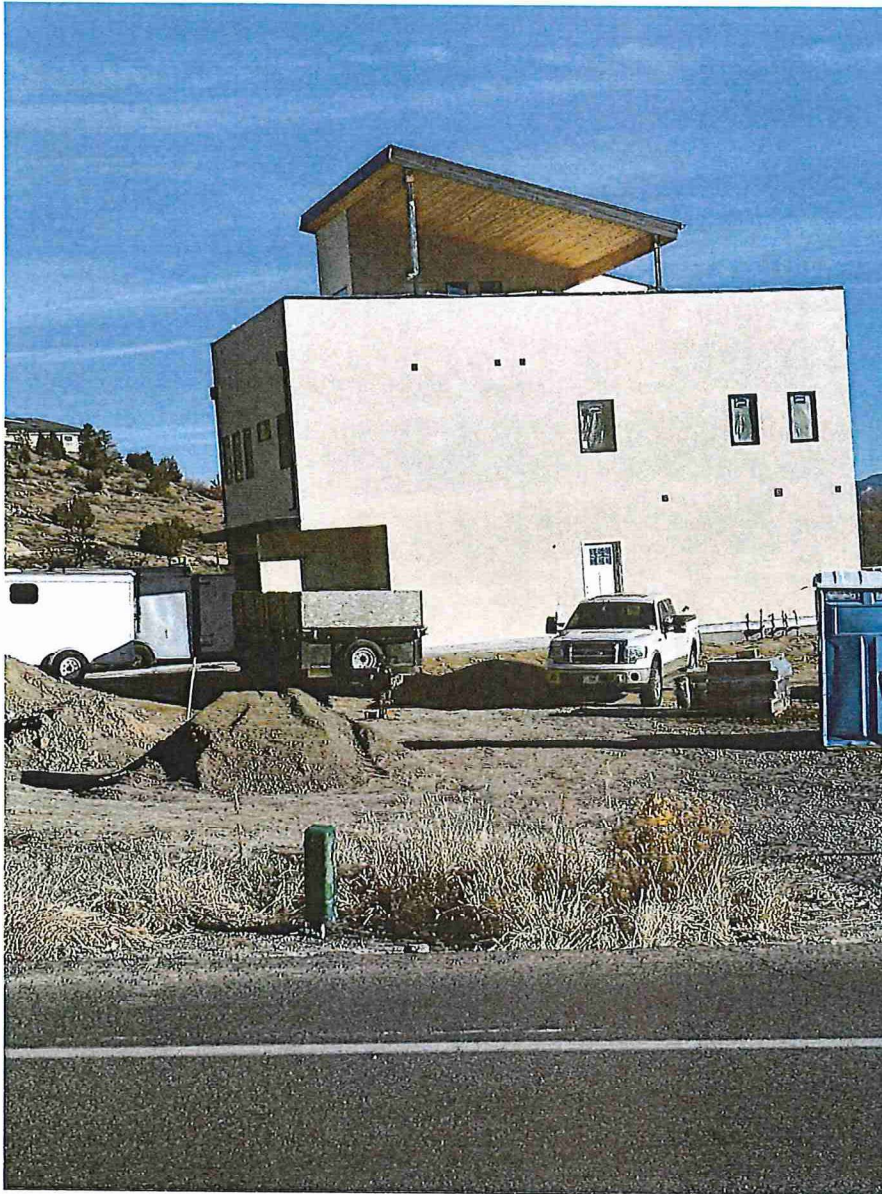




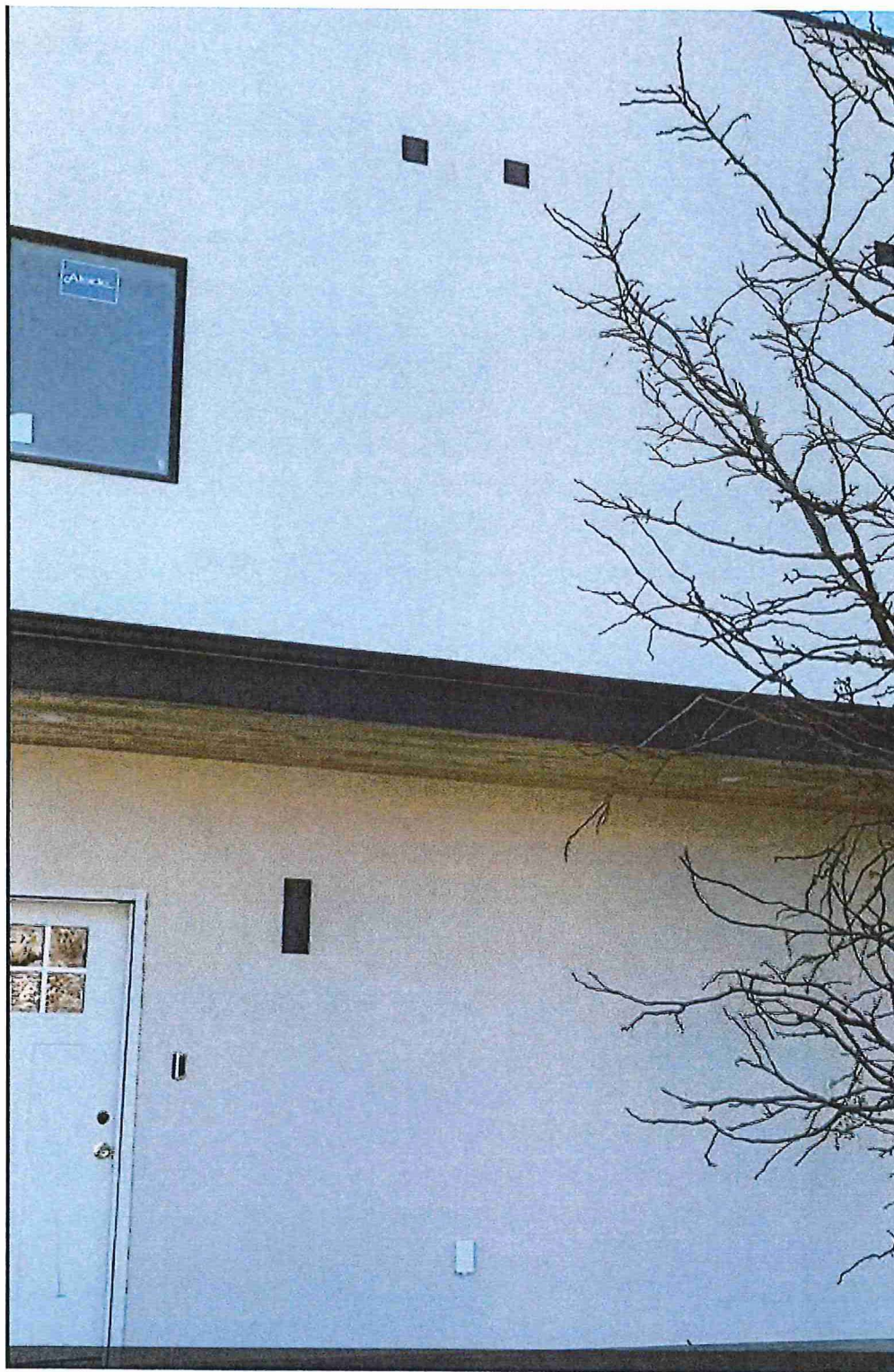








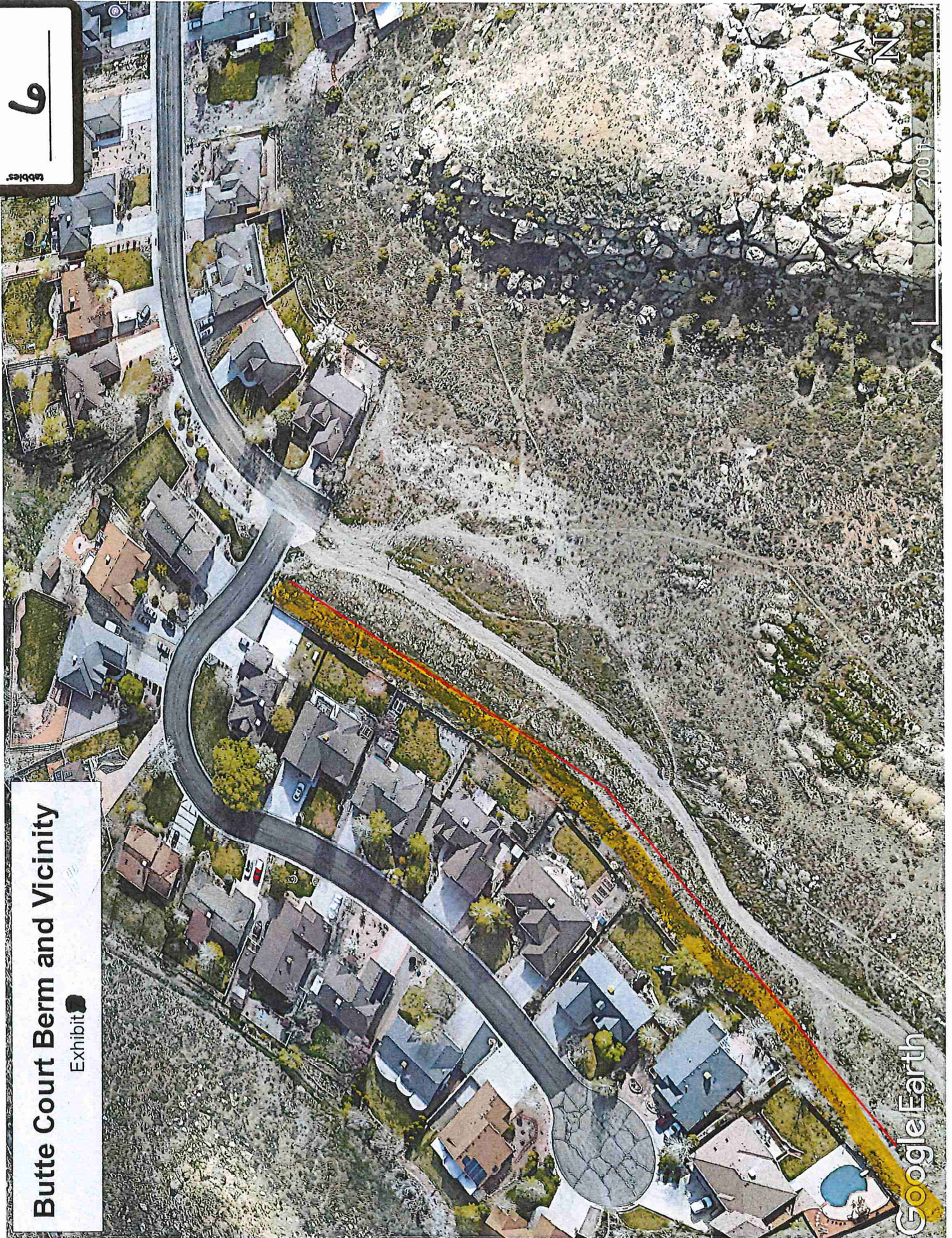






# Butte Court Berm and Vicinity

Exhibit





**NOTICE OF PUBLIC HEARING**

An application for the following request has been received and tentatively scheduled for public hearings, in the City Hall Auditorium.

**PLANNING COMMISSION:**

**Tuesday, January 13, 2026 at 5:30 PM**

**CITY COUNCIL:**

**Wednesday, February 4, 2026 at 5:30 PM**

- Attend the meeting at City Hall, 250 N 5th Street
- Meeting information will be available online by 5 PM on January 6, 2026 at [www.gcity.org/129/Agendas-Minutes](http://www.gcity.org/129/Agendas-Minutes)
- Comment in advance by 5:30 PM on January 12, 2026
- Comment by phone (970) 609-9688 and enter 4448
- Attend virtually: [bit.ly/GJ-PC-1-13-26](http://bit.ly/GJ-PC-1-13-26) (Case-sensitive)
- For information on the City Council hearing visit [www.gcity.org/129/Agendas-Minutes](http://www.gcity.org/129/Agendas-Minutes) or call 970-244-1509

**PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.**

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road.

**Planner:** Daniella Acosta Stine **Phone:** 970-256-4089

**Email:** [daniellaa@gcity.org](mailto:daniellaa@gcity.org)

**AVISO DE AUDIENCIA PÚBLICA**

Se ha recibido una solicitud para la siguiente petición y se ha programado tentativamente una audiencia pública en el Auditorio del Ayuntamiento.

**COMISIÓN DE PLANIFICACIÓN**

**Martes, 13 de Enero del 2026 a las 5:30 PM**

**AYUNTAMIENTO:**

**Miércoles, 4 de Febrero del 2026 a las 5:30 PM**

- Asista a la reunión en el Ayuntamiento, 250 N 5th Street
- La información estará disponible en línea a las 5 PM el 6 de Enero del 2026 en [www.gcity.org/129/Agendas-Minutes](http://www.gcity.org/129/Agendas-Minutes)
- Comentarios por adelantado en antes de las 5:30 PM el 12 de Enero del 2026
- Comentar por teléfono (970) 609-9688 e ingrese 4448
- Asista virtualmente: [bit.ly/GJ-PC-1-13-26](http://bit.ly/GJ-PC-1-13-26) (distingue entre mayúsculas y minúsculas)
- Obtener información audiencia del Concejo Municipal visite [www.gcity.org/129/Agendas-Minutes](http://www.gcity.org/129/Agendas-Minutes) o 970-244-1509

**PLD-2023-121 – Camelback Gardens – 381 & 409 High Desert Rd.**

Considérese la solicitud presentada por Camelback Gardens, LLC y Upland Homes, Inc. para la revisión y aprobación de un Plan de Desarrollo Detallado (ODP) para el proyecto de desarrollo Camelback Gardens, que se propone construir en un terreno de 10,29 acres ubicado en 381 y 409 High Desert Road.

**Planificador:** Daniella Acosta Stine **Teléfono:** 970-256-

4089 **Correo electrónico:** [daniellaa@gcity.org](mailto:daniellaa@gcity.org)





## Colorado Wildfire Risk Viewer

<https://co-pub.coloradoforestatlas.org>

### Wildland Urban Interface Risk

A measure of the potential impact on people and their homes from wildfire.

Created on:

1/20/2026, 3:24 PM

### Disclaimer

The user assumes the entire risk related to their use of the Colorado Wildfire Risk Viewer and either the published or derived products from these data.

The Colorado State Forest Service is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose.

In no event will Colorado State Forest Service be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.

EXHIBIT

8

Labels

500 ft



# Legend

<https://co-pub.coloradoforestatlas.org>

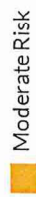
## Wildland Urban Interface Risk



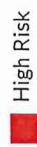
Lowest Risk



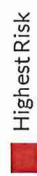
Low Risk



Moderate Risk



High Risk



Highest Risk

## Counties



**From:** [Cathlin Craver](#)  
**To:** [Daniella Acosta](#)  
**Cc:** [Mike Ackerson](#)  
**Subject:** Camelback Gardens ODP No. PLD-2023-121  
**Date:** Monday, February 9, 2026 6:03:51 PM  
**Attachments:** [Camelback Gardens ODP.pdf](#)

---

**EXTERNAL SENDER**

**Only open links and attachments from known senders. DO NOT provide sensitive information.**

Ms. Acosta,

We are respectfully submitting our comments regarding the proposed Camelback Gardens development at 381 Rana Rd. Our letter is attached to this email.

Thank you,

Cathlin Craver and Richard Ackerson  
395 Butte Ct  
Grand Junction, CO 81507

**Date:** February 9, 2026

**From:** Cathlin Craver and Richard Ackerson 395 Butte Ct. Grand Junction, CO 81507

**To:** Grand Junction Planning Commission

**Regarding:** Camelback Gardens ODP, 381 Rana Road, PLD-2023-121

**Dear Members of the Planning Commission,**

We are writing to formally express our strong opposition to the proposed development of up to 90 homes on the site located at 381 Rana Rd. As a resident of Cobblestone Ridges, we believe this project, as currently designed, represents significant over-development that is incompatible with the established safety and character of our community.

Our concerns are centered on the following critical issues:

**1. Pedestrian Safety and Traffic** Our neighborhood currently lacks comprehensive sidewalk infrastructure. We are a community of pedestrians—families with strollers, neighbors walking dogs, bikers, seniors exercising and most importantly, children walking to and from school bus stops.

- Adding 90 homes alone will likely introduce 150–200 additional vehicles to our streets daily.
- This does not account for the opening of the corridor from High Desert Road to Rana Road which would result in an even larger increase in the number of vehicles using this new route from existing neighborhoods.
- The influx of traffic into an area without adequate walkways creates a high-risk environment for our most vulnerable residents.

**2. Neighborhood Character and Scale** The proposed density and height are entirely inconsistent with the surrounding area, which consists exclusively of 1-to-2-story single-family homes. Allowing buildings up to **40 feet high** with minimal **10-foot rear setbacks** ignores the existing character and quality of life and will result in a permanent loss of privacy, light, and views for adjacent homeowners.

**3. Storm Water and Drainage** Cobblestone Ridges, particularly Rana Road has historically had drainwater issues, and this concern only increases with unpredictable and extreme weather. The proposed development does not address stormwater mitigation.

**4. Economic Impact** While development is often equated with progress, creating high-density developments into a low-density area can decrease the desirability and property value of

long-standing homes. The reduction in open space and increased crowding detracts from the very qualities that make our neighborhood a stable, sought-after place to live.

**Conclusion** We urge the Commission to deny this proposal in its current form. Any development on this site should be scaled down to reflect the height, setbacks, and density of the existing neighborhood to ensure the safety and quality of life for all current residents.

Sincerely,

Cathlin Craver and Richard Ackerson





Frank Margos &lt;margosfrank6@gmail.com&gt;

**CAMELBACK GARDENS ODP PLD-2023-121 DEVELOPMENT (381 & 409 High Desert Road, Grand Junction, CO)**

1 message

Frank Margos <margosfrank6@gmail.com>  
To: Frank Margos <margosfrank6@gmail.com>

Fri, Feb 13, 2026 at 9:07 AM

To: Grand Junction City Council

From: Cobblestone Ridges Homeowners Association

Subject: Formal Opposition to the Proposed Camelback Gardens ODP PLD-2023-121 at 381 & 409 High Desert Road.

Date: February 13, 2026

On behalf of the homeowners of the Cobblestone Ridges HOA, the Board of Directors are writing to formally express our collective opposition to the proposed development project located at 381 & 409 High Desert Road. As espoused in our Resolution attached detailing our specific concerns, including traffic congestion, safety hazards, drainage and irrigation impact we request this formal record of our position be included in all public records regarding the Proposed Camelback Gardens ODP PLD-2023-121 located at 381 & 409 High Desert Road.

In addition we express our collective opposition to Resolution No. 13-26 passed by the City Council that would allow adjacent city owned public open space to be used for the purpose of allowing the developers to increase density. We believe this to be an egregious misuse of discretionary powers of the city council.

We urge the City Council to reject the current proposal and seek alternatives that better align with the established residential character of our neighborhood.

Respectfully,

Frank Margos  
Cobblestone Ridges HOA

 Cobblestone Ridges Camelback Gardens Resolution.pdf  
444K

COBBLESTONE RIDGES HOA RESOLUTION  
IN OPPOSITION TO PROPOSED CAMELBACK GARDENS DEVELOPMENT, PLD-2023-121  
January 21, 2026

The Cobblestone Ridges Homeowners Association (HOA) represents the 43 homeowners in the Cobblestone Ridges subdivision immediately to the north of the proposed Camelback Gardens development (PLD-2023-121). Cobblestone Ridges will suffer the most severe and adverse impacts from the currently proposed Camelback Gardens development. The Cobblestone Ridges HOA Board and members have reviewed Revision 7 of the Camelback Gardens Outline Development Plan (ODP) and have a number of serious concerns about the ODP that we believe the City of Grand Junction Planning Commission needs to address before granting any approval to the development. These concerns fall in five areas:

- Housing density
- Traffic
- Safety
- Drainage
- Irrigation

Our concerns in these five areas are described below, followed by our recommendations for how the Planning Commission should proceed.

#### **1. Housing Density**

As discussed in the ODP, housing density is quite varied throughout the Ridges Development, fluctuating from 2 homes per acre (R2) to 24 homes per acre (R24). The ODP states that the Camelback Gardens Development will fit well with existing housing and does not have an impact in this area. However, the ODP does not take into consideration the density of the adjoining Cobblestone Ridges and High Desert neighborhoods, which is consistent with the current RL-4 zoning, and which will be most impacted by the Camelback Gardens development. In addition, the ODP calculations include City of Grand Junction Open Space in their estimation of housing density. By inappropriately including 15.01 acres of Open Space in their density calculations, they arrive at a figure of 3.48 units/acre on page 22 of their ODP. With the Open Space owned by the City excluded, their actual proposed density is 90 units spread over 10.63 acres, or 8.47 units/acre. When the development is broken into the southern lot 1, which comprises Pods A and B with 20 housing units, and the northern lot 2, which comprises Pods C, D, E, F, and G with 70 housing units, the proposed densities are 6.43 units/acre for lot 1 and 9.31 units/acre for lot 2.

On page 23 of the ODP, they state that "Camelback Gardens largely incorporates RL5 (sic) in the PD." In the first place, RL-5 zoning has a maximum density of 5.5 units/acre, less than the 8.47 units/acre they are proposing. Secondly, the numerous deviations from RL-5 standards they are requesting leave their development more in line with RM-8 standards than RL-5 standards. The proposed density for lot 2 exceeds even the RM-8 maximum density of 8 units/acre.



This is a dramatic contrast to the existing density of 3.82 units/acre on Butte Ct in Cobblestone Ridges. This density does not even include the road surface area of Butte Ct itself, whereas the calculations for Camelback Gardens above do include the road surface area. The density in the rest of Cobblestone Ridges (Rana Rd and Saddle Ct) is also less than 4 units/acre.

Figure 1 below demonstrates the difference in density between the 19 existing units on Butte Ct (outlined in BLUE), as compared to the 70 proposed units of Camelback Gardens lot 2 shaded in RED. The proposed density for Camelback Gardens is inconsistent with the character of the adjoining neighborhoods, and would have a major impact on traffic on Rana Rd as discussed in the next section.

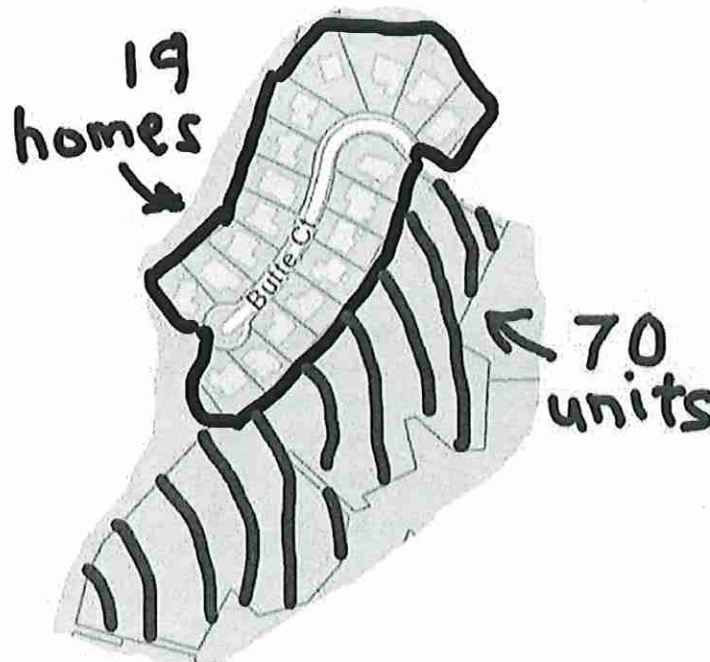


Figure 1. Home density comparison between Butte Ct and Camelback Gardens Lot 2

## 2. Traffic

At the top of page 17 of the ODP, it is stated that "Commuter traffic is likely to be impacted in a small way." This grossly understates the impact of the proposed development on traffic. Rana Rd, the designated access road for Camelback Gardens, is currently (and has been for over 25 years) a quiet residential road that is effectively a dead-end road when combined with Butte Court. By connecting Rana Rd to High Desert Rd, it opens Rana Rd to much more than just the Camelback Gardens development. This connection will also make Rana Rd the shortest route from the lower (northern) end of the existing High Desert Rd down to the intersection of Ridges Blvd and Ridge Circle Dr on the way to Broadway. Starting at the intersection of High Desert Rd and Club Estates Dr, it is a distance of approximately 0.94 miles down High Desert Rd, Rana Rd, and Ridge Circle Dr to Ridges Blvd. The alternative route that goes up High Desert Rd to Ridges Blvd and then down to Ridge Circle Dr is a distance of approximately 1.25 miles (see Figure 2).

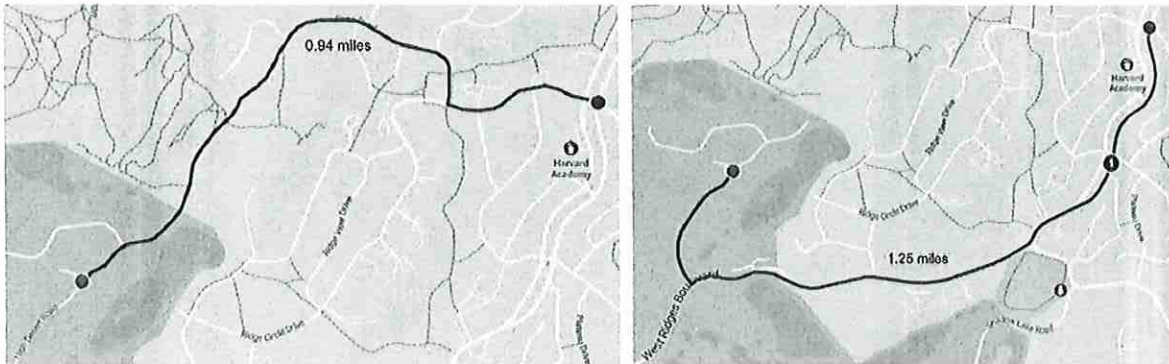


Figure 2. Comparison of Rana Rd and Ridges Blvd routes to intersection of Ridge Circle Dr and Ridges Blvd

Thus, the 36 planned or existing units on High Desert Rd north of Club Estates Dr and in the Lonetree development (T-Club Villas at Redlands Mesa) (see Figure 3), and potentially homes higher on High Desert Rd, are also likely to use Rana Rd once a connection is established.



Figure 3. High Desert Rd and Lonetree units likely to use Rana Rd to access Broadway

Therefore, the proposed Camelback Gardens development would result in a minimum of 126 units newly accessing Rana Rd. The impact of this on traffic is shown in Table 1.

Table 1. Current and Potential Future Housing Units Accessing Each Intersection on Rana Rd

| Intersection              | Number of Existing Units Accessing Each Intersection | Number of Units Accessing Each Intersection With Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units, | Percent (%) of Increased Access at Each Intersection with Addition of 90 Camelback Gardens Units and 36 High Desert and Lonetree Units |
|---------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Rana Rd & Ridge Circle Dr | 155                                                  | 281                                                                                                                            | 81%                                                                                                                                    |
| Rana Rd & Prospector Pt   | 147                                                  | 273                                                                                                                            | 86%                                                                                                                                    |
| Rana Rd & Rana Ct         | 77                                                   | 203                                                                                                                            | 164%                                                                                                                                   |
| Rana Rd & Saddle Ct       | 59                                                   | 185                                                                                                                            | 214%                                                                                                                                   |
| Rana Rd & Rockwood Ln     | 43                                                   | 169                                                                                                                            | 293%                                                                                                                                   |
| Rana Rd & Butte Ct        | 19                                                   | 145                                                                                                                            | 663%                                                                                                                                   |

Traffic at each intersection along Rana Rd might increase by 81 to 663 percent, hardly a small impact. Rana Rd would change from a quiet residential street to one of the busiest roads in The Ridges, adversely affecting property values and the quality of the neighborhood in Cobblestone Ridges.

### 3. Safety

Rana Rd is currently a quiet residential street with little traffic. It is popular with pedestrians, both those simply walking through the neighborhood and those using it to access the Open Space that adjoins the proposed Camelback Gardens development. Because Rana Rd has no sidewalks over most of its length, pedestrians are typically walking in the street. These pedestrians would be put at increased risk by the substantially increased traffic that would result from the Camelback Gardens development as proposed.

These pedestrians include school-age children walking to the school bus stop at the intersection of Rana Rd and Ridge Circle Dr. While waiting for the bus, these children stand on the street at that intersection. If cars from 136 additional households are funneling through that intersection around the same time, these children will be placed at risk.

Additional risks are associated with greatly increased traffic making left turns at the intersections of Rana Rd and Ridge Circle Dr, Ridge Circle Dr and Ridges Blvd, and Ridges Blvd and Broadway (both entering and leaving The Ridges).



#### **4. Drainage**

This past summer, a major rainstorm (City workers estimated at 4" in one hour) hit the Cobblestone Ridges area. During this rainstorm, the stormwater drain on Rana Rd could not keep up with the runoff and resulted in water filling Rana Rd like a river, and eventually leaving massive mud deposits at the mouth of the storm drain that empties into the holding pond north of Rana Rd in the open area. The City did not have manpower or time to clean up this mud, so homeowners utilized shovels and wheelbarrows to haul the mud back up to the west end of Rana Rd where the Camelback Gardens development is proposed. This same type of challenge with mud and lack of drainage has occurred three times in the last two years.

The ODP does not address drainage in an adequate manner, but briefly mentions soil tests. With the additional area of asphalt connecting to the west end of Rana Rd along with a significant slope that will come off development, drainage issues will be greatly impacted unless additional drainage channels are created. Developed areas, particularly asphalt, concentrate and transport water much faster in a rainstorm than open ground. This can lead to water reaching drainage points faster, which can overwhelm local infrastructure and increase the risk of local or flash flooding.

#### **5. Irrigation**

Within the Camelback Gardens ODP, it is mentioned on page 12 with respect to irrigation that the City completed a recent upgrade to the system. The City did complete an upgrade within the Prospector Point area, but no improvements were made in the Cobblestone Ridges area adjacent to Camelback Gardens. Over the past several years, the City continues to clear shells out of the system that create partial and total blockage for homeowners within Cobblestone Ridges, especially on Rana Rd.

With the development of Camelback Gardens, an extension to the irrigation line on Rana Rd will require the City to mitigate the existing shell issues, along with other challenges the irrigation maintenance staff could expand upon. It will be expensive and very labor-intensive.

#### **Summary and Recommendations**

The Camelback Gardens development as currently proposed will have major adverse impacts on Cobblestone Ridges and other current residents who use Rana Rd. The housing density proposed for Camelback Gardens is several times higher than in Cobblestone Ridges and the current High Desert Rd. The proposed interconnection between Rana Rd and High Desert Rd will convert Rana Rd from the current quiet, effectively dead-end status it has enjoyed for the past 25+ years into a major transportation route. This will radically degrade the quality of the Cobblestone Ridges neighborhood and result in a major increase in traffic that will be hazardous to the pedestrians and school children who currently walk on Rana Rd. The development has the potential to exacerbate drainage problems already existing on Rana Rd, and may necessitate renovation of the irrigation system.

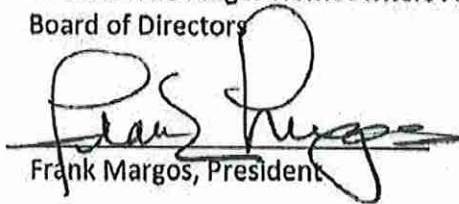


To prevent the worst of these impacts from happening and preserve the quality of the neighborhood insofar as possible, the Cobblestone Ridges HOA makes the following recommendations:

1. We recommend that the Camelback Gardens development be given an RL-4 zoning designation with no deviations, allowing the developer to develop his property in a reasonable manner consistent with the adjacent neighborhoods.
2. With respect to both traffic and safety, we recommend that instead of High Desert Rd being extended to connect to Rana Rd, High Desert Rd should be extended only into a cul de sac in the developer's lot 1, while Rana Rd is extended into a cul de sac in lot 2. This will limit the increase in traffic on Rana Rd to just the new units constructed in lot 2, reducing the danger to pedestrians on Rana Rd and to school children waiting for the school bus at Rana Rd and Ridge Circle Dr. It would also greatly reduce the number of left turns from Rana Rd onto Ridge Circle Dr and from Ridge Circle Dr onto Ridges Blvd.
3. We further recommend that the effects of the Camelback Gardens development (in whatever form) on drainage of storm water be more critically assessed to ensure that Rana Rd is not flooded whenever it rains.
4. Finally, we recommend that the expansion of the current irrigation system serving Rana Rd to serve the new Camelback Gardens be better evaluated so that the City is aware of the cost and effort that will be required.

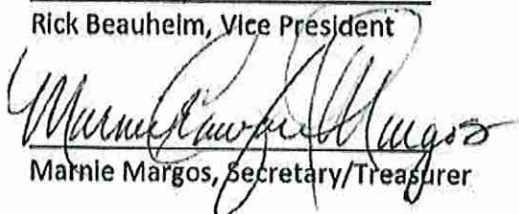
Respectfully submitted,

Cobblestone Ridges Homeowners Association  
Board of Directors

  
Frank Margos, President



Rick Beauhelm, Vice President

  
Marnie Margos, Secretary/Treasurer

## Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

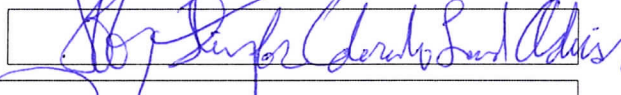
Contact Person:

Contact Phone #:

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

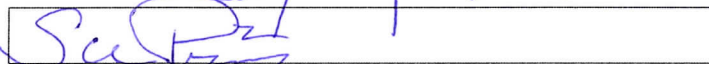
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application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

Signature of Person Completing the Application



Date

Signature of Legal Property Owner



Date



## 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

 - CLA

Date

Signature of Legal Property Owner



Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Upland Homes, Inc. ("Entity") is the owner of the following property:

(b) Lot 1 of Camelback Gardens Subdivision

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Outline Development Plan

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: Scott Preisendorf

State of Colorado )

County of weld ) ss.

CHRISTINA MARIE HARRIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154036583  
MY COMMISSION EXPIRES SEPTEMBER 17, 2023

Subscribed and sworn to before me on this 16 day of February, 20 23

by Scott Preisendorf

Witness my hand and seal.

My Notary Commission expires on 9/17/23

  
Notary Public Signature



State Documentary Fee  
Date: December 22, 2022  
\$82.50

### Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

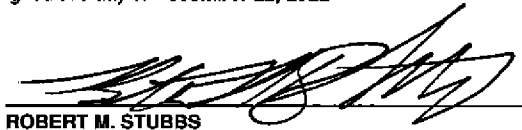
Grantor(s), **ROBERT M. STUBBS**, whose street address is **205 LITTLE PARK RD, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$825,000.00) \*\*\*Eight Hundred Twenty Five Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **UPLAND HOMES, INC., A COLORADO CORPORATION**, whose street address is **35168 HILLHOUSE LANE, Windsor, CO 80550**, City or Town of **Windsor**, County of **Weld** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

**LOT 1 OF CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **December 22, 2022**.

  
**ROBERT M. STUBBS**

State of **Colorado**

)

)ss.

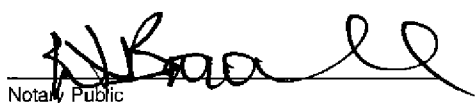
County of **Mesa**

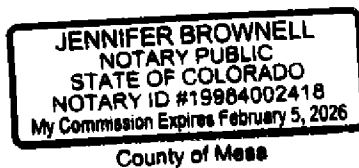
)

The foregoing instrument was acknowledged before me on this day of **December 22nd, 2022** by **ROBERT M. STUBBS**

Witness my hand and official seal

My Commission expires: 2/5/26

  
Notary Public



When recorded return to: **UPLAND HOMES, INC., A COLORADO CORPORATION**  
**35168 HILLHOUSE LANE, Windsor, CO 80550**



WARRANTY DEED

ROBERT M. STUBBS, an individual whose legal address is 205 Little Park Road, Grand Junction, CO 81507, as **Grantor**,

hereby grants, sells and conveys for Ten Dollars and no cents (\$10.00) and other Consideration to:

Camelback Gardens Homeowners Association Inc, a Colorado nonprofit corporation, whose legal address is 300 Main St Ste 302, Grand Junction, CO. 81501 as **Grantee**,

the real property which lies within the city of Grand Junction, county of Mesa, state of Colorado legally described as:

**Tract A, Tract B, Tract C, Tract D, Tract E, Tract F, Tract G, Tract H, Tract I, Tract J, Tract K, Tract L, Tract M, Tract N, Tract O, Tract P, Tract Q, Tract R, Tract S, Tract T, Tract U, Tract V, Tract W, Tract X, Tract W, Tract Z, Tract AA, Tract BB, Tract CC, Tract DD, Tract EE, Tract FF, Tract GG, Tract HH, Tract II, Tract JJ, Tract KK, Tract LL, Tract MM, Tract NN, and Tract OO Camelback Gardens along with all Drainage Easements shown on the Plat**

with all its appurtenances and warrants the title to the same, subject to general taxes for the year 2023.

Dated this \_\_\_\_\_Day of \_\_\_\_\_, 2023.

Robert M. Stubbs – Owner

State of COLORADO )  
 ) ss.  
County of MESA )

Subscribed and sworn before me this \_\_\_\_\_day of \_\_\_\_\_ 2023, by Robert M. Stubbs.

Witness my hand and official seal.

My commission expires \_\_\_\_\_  
Notary Public

When recorded return to:  
Colorado Land Advisor, Ltd.  
300 Main Street Suite 302  
G.J., CO. 81501  
ColoradoLandAdvisor.com



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

Account Number R103157

Parcel 294520253001

Acres 0.000

Assessed To

UPLAND HOMES INC  
 35168 HILLHOUSE LN  
 WINDSOR, CO 80550

**Legal Description**

**Situs Address**

LOT 1 CAMELBACK GARDENS SUBDIVISION PER PLAT RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 2.95AC 381 HIGH DESERT RD

| Year                                    | Tax        | Adjustments | Interest | Fees   | Payments | Balance           |
|-----------------------------------------|------------|-------------|----------|--------|----------|-------------------|
| <b>Tax Charge</b>                       |            |             |          |        |          |                   |
| 2022                                    | \$3,965.64 | \$0.00      | \$0.00   | \$0.00 | \$0.00   | \$3,965.64        |
| Total Tax Charge                        |            |             |          |        |          | \$3,965.64        |
| <b>Grand Total Due as of 02/08/2023</b> |            |             |          |        |          | <b>\$3,965.64</b> |

Tax Billed at 2022 Rates for Tax Area 14100 - 14100

| Authority                   | Mill Levy   | Amount     | Values                     | Actual    | Assessed |
|-----------------------------|-------------|------------|----------------------------|-----------|----------|
| COLORADO RIVER WATER CONSER | 0.5010000   | \$28.33    | RESIDENTIAL<br>VACANT LOTS | \$195,000 | \$56,550 |
| MESA CNTY ROAD & BRIDGE-GRA | 0.1370000   | \$7.75     |                            |           |          |
| CITY OF GRAND JUNCTION      | 8.0000000   | \$452.40   | Total                      | \$195,000 | \$56,550 |
| GRAND RIVER MOSQUITO CTRL   | 1.3210000   | \$74.70    |                            |           |          |
| LIBRARY DISTRICT            | 3.0140000   | \$170.44   |                            |           |          |
| COUNTY - DEVELOP DISABLED   | 0.2570000   | \$14.53    |                            |           |          |
| COUNTY GENERAL FUND         | 9.9960000   | \$565.28   |                            |           |          |
| COUNTY ROAD & BRIDGE-1/2 LE | 0.1370000   | \$7.75     |                            |           |          |
| SOCIAL SERVICES             | 1.6860000   | \$95.34    |                            |           |          |
| SCHOOL DIST# 51 GENERAL     | 26.4220000* | \$1,494.17 |                            |           |          |
| SCHOOL DIST# 51 BOND        | 11.0280000  | \$623.64   |                            |           |          |
| SCHOOL DIST# 51 OVERRIDE 96 | 2.6310000   | \$148.78   |                            |           |          |
| SCHOOL DIST# 51 2004 OVERID | 1.9030000   | \$107.62   |                            |           |          |
| SCHOOL DIST# 51 2017 OVERRI | 3.0930000   | \$174.91   |                            |           |          |
| Taxes Billed 2022           | 70.1260000  | \$3,965.64 |                            |           |          |

\* Credit Levy

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

Account Number R103156

Parcel 294517453002

Acres 0.000

Assessed To

STUBBS ROBERT M  
 205 LITTLE PARK RD  
 GRAND JUNCTION, CO 81507-1725

**Legal Description**

**Situs Address**

LOT 2 CAMELBACK GARDENS SUBDIVISION PER PLAT RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 7.40AC 409 HIGH DESERT RD

| Year                                    | Tax        | Interest | Fees   | Payments | Balance           |
|-----------------------------------------|------------|----------|--------|----------|-------------------|
| <b>Tax Charge</b>                       |            |          |        |          |                   |
| 2022                                    | \$6,609.36 | \$0.00   | \$0.00 | \$0.00   | \$6,609.36        |
| Total Tax Charge                        |            |          |        |          | \$6,609.36        |
| <b>Grand Total Due as of 02/08/2023</b> |            |          |        |          | <b>\$6,609.36</b> |

Tax Billed at 2022 Rates for Tax Area 14100 - 14100

| Authority                   | Mill Levy   | Amount     | Values                     | Actual    | Assessed |
|-----------------------------|-------------|------------|----------------------------|-----------|----------|
| COLORADO RIVER WATER CONSER | 0.5010000   | \$47.22    | RESIDENTIAL<br>VACANT LOTS | \$325,000 | \$94,250 |
| MESA CNTY ROAD & BRIDGE-GRA | 0.1370000   | \$12.91    |                            |           |          |
| CITY OF GRAND JUNCTION      | 8.0000000   | \$754.00   | Total                      | \$325,000 | \$94,250 |
| GRAND RIVER MOSQUITO CTRL   | 1.3210000   | \$124.50   |                            |           |          |
| LIBRARY DISTRICT            | 3.0140000   | \$284.07   |                            |           |          |
| COUNTY - DEVELOP DISABLED   | 0.2570000   | \$24.22    |                            |           |          |
| COUNTY GENERAL FUND         | 9.9960000   | \$942.12   |                            |           |          |
| COUNTY ROAD & BRIDGE-1/2 LE | 0.1370000   | \$12.91    |                            |           |          |
| SOCIAL SERVICES             | 1.6860000   | \$158.91   |                            |           |          |
| SCHOOL DIST# 51 GENERAL     | 26.4220000* | \$2,490.27 |                            |           |          |
| SCHOOL DIST# 51 BOND        | 11.0280000  | \$1,039.39 |                            |           |          |
| SCHOOL DIST# 51 OVERRIDE 96 | 2.6310000   | \$247.97   |                            |           |          |
| SCHOOL DIST# 51 2004 OVERID | 1.9030000   | \$179.36   |                            |           |          |
| SCHOOL DIST# 51 2017 OVERRI | 3.0930000   | \$291.51   |                            |           |          |
| Taxes Billed 2022           | 70.1260000  | \$6,609.36 |                            |           |          |

\* Credit Levy

**City of Grand Junction**  
**Fire Department New Development Fire Flow**

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.<sup>1</sup> Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.<sup>2</sup>

**SECTION A**

Date: 1/23/2023

Project Name: Camelback Gardens

Project Street Address: 2349 Rana Road

Assessor's Tax Parcel Number: 2945-202-44-001

Project Owner Name: Robert M. Stubbs

City or County project file #:

1. If the project includes one or more one or two-family dwelling(s):
    - a. The maximum fire area <sup>1</sup> for each one or two family dwelling will be 2000 square feet.
    - b. All dwelling units will ☐ will not ☒ include an approved automatic sprinkler system.Comments:  
These will be single family attached townhomes
  2. If the project includes a building other than one and two-family dwelling(s):
    - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements:  
N/A
    - b. List each building that will be provided with an approved fire sprinkler system:  
N/A
  3. List the minimum fire flow required for this project (based on Appendix B and C):  
There will be up to 90 single family townhomes with between 1650 sf and 2000 sf 1000 GPM
- Comments:

Note: Fire Flow Rule: The City's Fire Code<sup>3</sup> sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m. at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

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

**[End of Section A. Section B continues on the reverse side of this page]**

<sup>1</sup> Fire flow calculation area, 2012 IFC, B104.1 p 445.

**City of Grand Junction  
Fire Flow Form**

**SECTION B**

[To be completed by the Water Supplier]

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

SEE ATTACHED MAP

3. List the g.p.m. at 20 p.s.i. residual pressure at the point that the development/project will be connected to the existing water system:

1716 G.P.M. @ 20 P.S.I. ON RANA RD. 3029 G.P.M. @ 20 P.S.I. ON LONETREE (REDLANDS MESA)

4. Attach fire flow test data for the fire hydrants nearest to the development/project that must be used to determine available fire flow: SEE ATTACHED RESULTS

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

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

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

DUSTY KRIEGSHAUSER MAINTENANCE II/HYDRANT MAINTENANCE Date: 1/24/2023

\*\*\*\*\*

**Note:** Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer<sup>4</sup> to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If so, the engineer's signature below means that the City's Fire Flow requirements will be met by this development, if constructed as approved.

Print Name and License No. of P.E.: \_\_\_\_\_

Signature of P.E.: \_\_\_\_\_

Dated: \_\_\_\_\_

---

<sup>1</sup> There are three drinking water suppliers: Ute Water, Clifton Water and City water.

<sup>2</sup> Address: City – 333 West Ave, Bldg A, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502

<sup>3</sup> International Fire Code, 2012 Edition

<sup>4</sup> City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

# Fire Flow Hydrant Master With Graph

Report Generated by: IMS by Hurco Technologies Inc.

Page: 1



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

**Test Date:** 1/24/23 3:30 pm

**NFPA Classification:**

|         |    |
|---------|----|
| Blue    | AA |
| 3029.18 |    |

**Work Order:** 1,351  
**Operator:** DUSTY K/DON T/JOSEPH L

**Test Hydrant:** 4861  
**Address:** 2306 LONETREE  
**Cross Street:**  
**Location:**  
**District:**  
**Sub-Division:**

**Latitude:**  
**Longitude:**  
**Elevation:**  
**State X / Y:** \_\_\_\_\_ / \_\_\_\_\_

**Pumpers:**

**Nozzles:**

**Open Dir:**

**Manuf:** Mueller  
**Model:** Centurion 5 1/4

**Installed:** 01/01/2020  
**Main Size:**

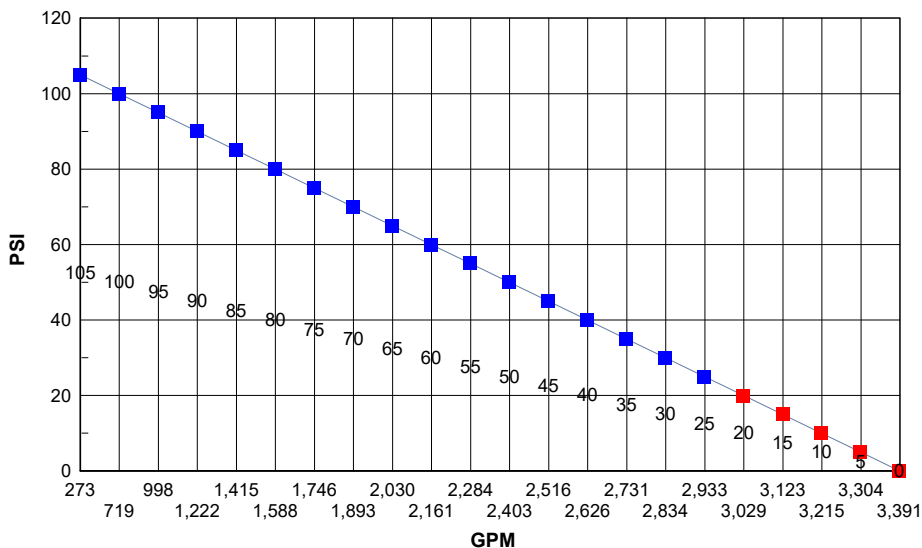
**Vandal Proof:**  
**Bury Depth:**

|    | <u>Flow Hydrant</u> | <u>Flow Device</u> | <u>Diameter</u> | <u>GPM</u> | <u>Gallon Used</u> |
|----|---------------------|--------------------|-----------------|------------|--------------------|
| 1: | 4862                | 2.5" Hose Monster  | 2.50            | 923.84     | 4619.22            |
| 2: | 4862                | 2.5" Hose Monster  | 2.50            | 968.94     | 4844.68            |
| 3: |                     |                    |                 |            |                    |
| 4: |                     |                    |                 |            |                    |
| 5: |                     |                    |                 |            |                    |

|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| <b>Pitot / Nozzle PSI:</b> 30.00/33 | <b>Total Gallons Used:</b> 9463.90            |
| <b>Static PSI:</b> 106.00           | <b>Max GPM during test:</b> 1,892.78          |
| <b>Residual PSI:</b> 70.00          | <b>Elapsed Time Min:Sec:</b> 5 : 0            |
| <b>Percent Drop:</b> 33.96          | <b>Predicted GPM @ 20 PSI:</b> <u>3029.18</u> |

## 4861 Flow GPM



GPM rounded to nearest gallon

Values inside grid below flow line are PSI @ predicted flow





CAMELBACK GARDENS

409

381

8"

FLOW HYDRANT

TEST HYDRANT

Vault 190  
Pressure Reducer

Air Release

High Desert Rd

Air Release

Hill View Dr



# Fire Flow Hydrant Master With Graph

Report Generated by: IMS by Hurco Technologies Inc.

Page: 1



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

**Test Date:** 1/24/23 4:00 pm

**NFPA Classification:**

|         |    |
|---------|----|
| Blue    | AA |
| 1716.54 |    |

**Work Order:** 1,349  
**Operator:** DUSTY K/DON T/JOSEPH L.

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

**Test Hydrant:** 1945  
**Address:** 2356 RANA RD  
**Cross Street:**  
**Location:**  
**District:**  
**Sub-Division:** THE RIDGES SUB

**Latitude:** 706328.666  
**Longitude:** 4326634.638  
**Elevation:** 4736.53  
**State X / Y:** \_\_\_\_\_ / \_\_\_\_\_

**Pumpers:**

**Nozzles:**

**Open Dir:**

**Manuf:** Clow  
**Model:** 2500

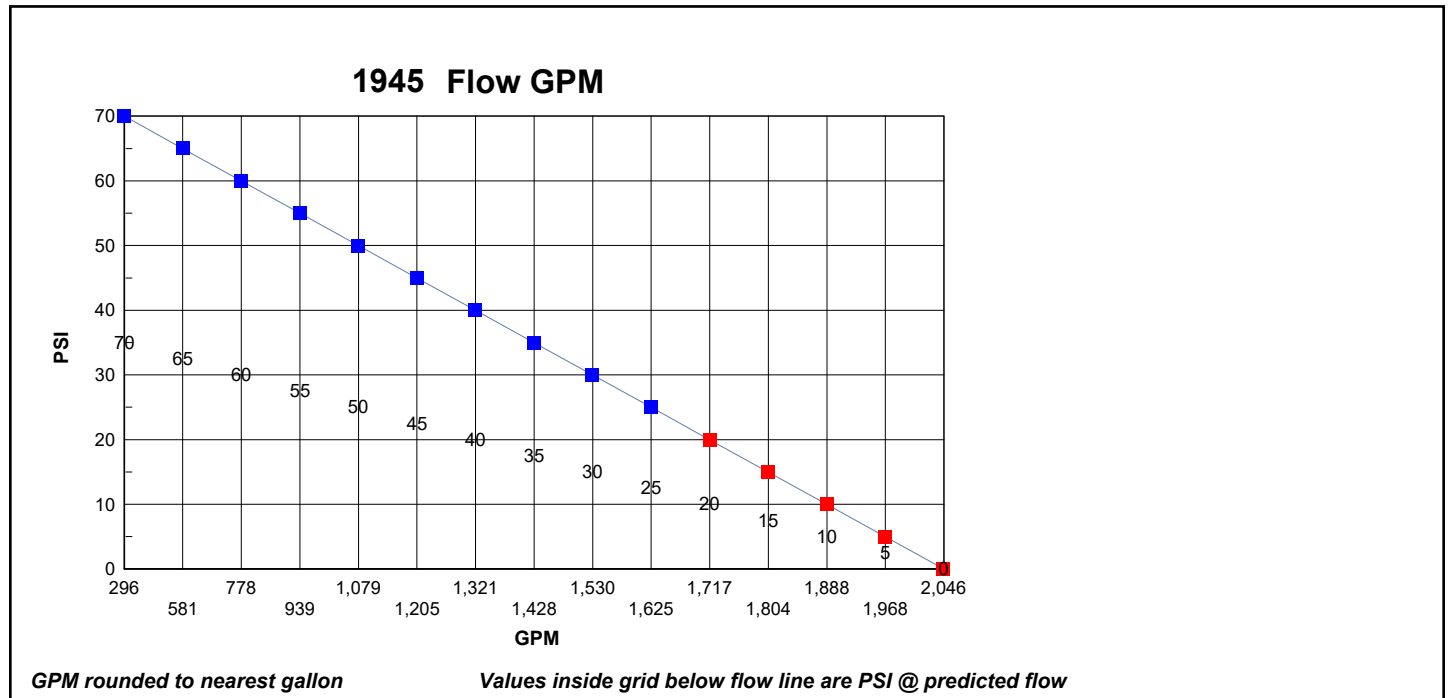
**Installed:** 01/01/1987  
**Main Size:** 0.00

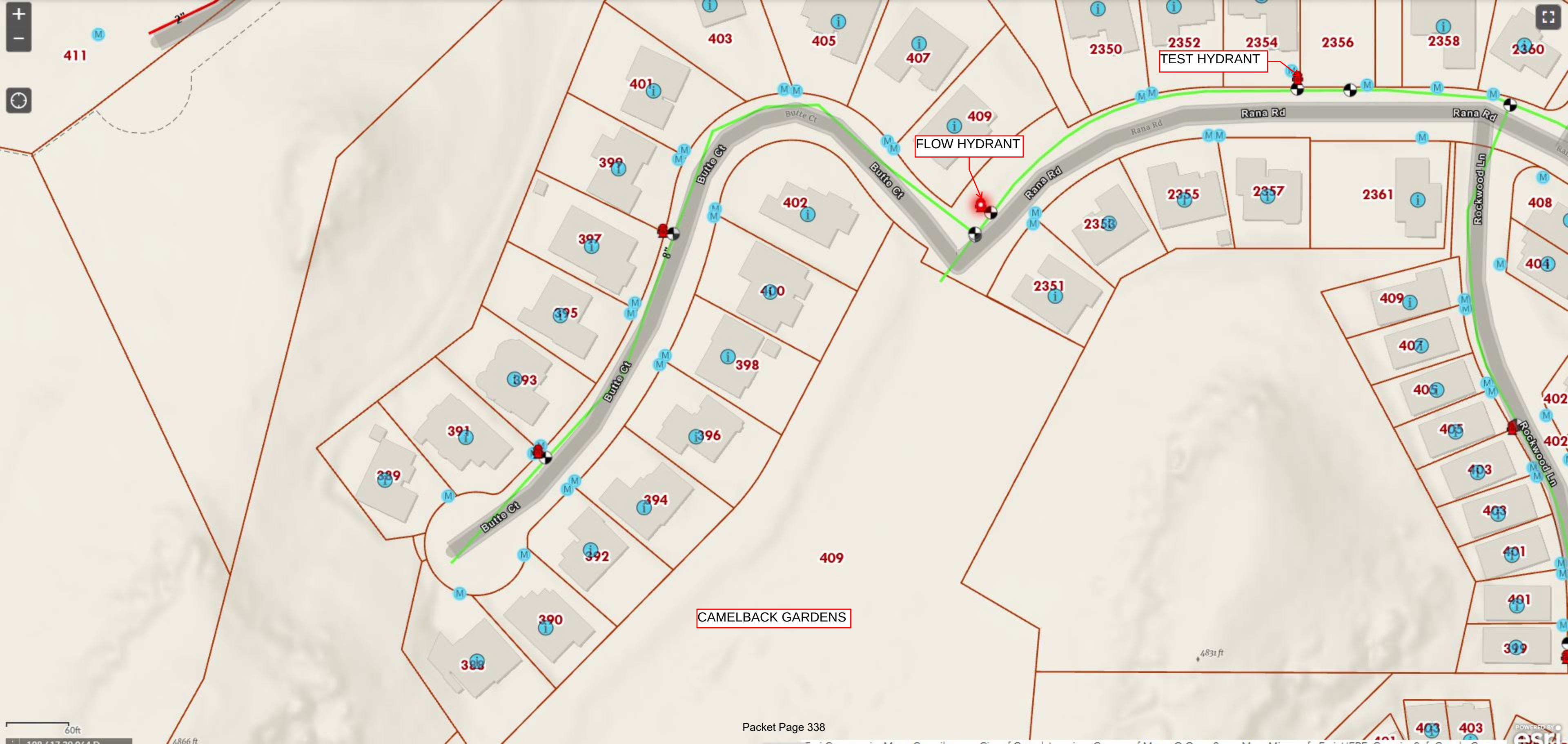
**Vandal Proof:**  
**Bury Depth:** 0.00

|    | <u>Flow Hydrant</u> | <u>Flow Device</u> | <u>Diameter</u> | <u>GPM</u> | <u>Gallon Used</u> |
|----|---------------------|--------------------|-----------------|------------|--------------------|
| 1: | 1946                | 2.5" Hose Monster  | 2.50            | 908.32     | 4541.58            |
| 2: |                     |                    |                 |            |                    |
| 3: |                     |                    |                 |            |                    |
| 4: |                     |                    |                 |            |                    |
| 5: |                     |                    |                 |            |                    |

|                                  |                                        |
|----------------------------------|----------------------------------------|
| <b>Pitot / Nozzle PSI:</b> 29.00 | <b>Total Gallons Used:</b> 4541.58     |
| <b>Static PSI:</b> 72.00         | <b>Max GPM during test:</b> 908.32     |
| <b>Residual PSI:</b> 56.00       | <b>Elapsed Time Min:Sec:</b> 5 : 0     |
| <b>Percent Drop:</b> 22.22       | <b>Predicted GPM @ 20 PSI:</b> 1716.54 |





CAMELBACK GARDENS

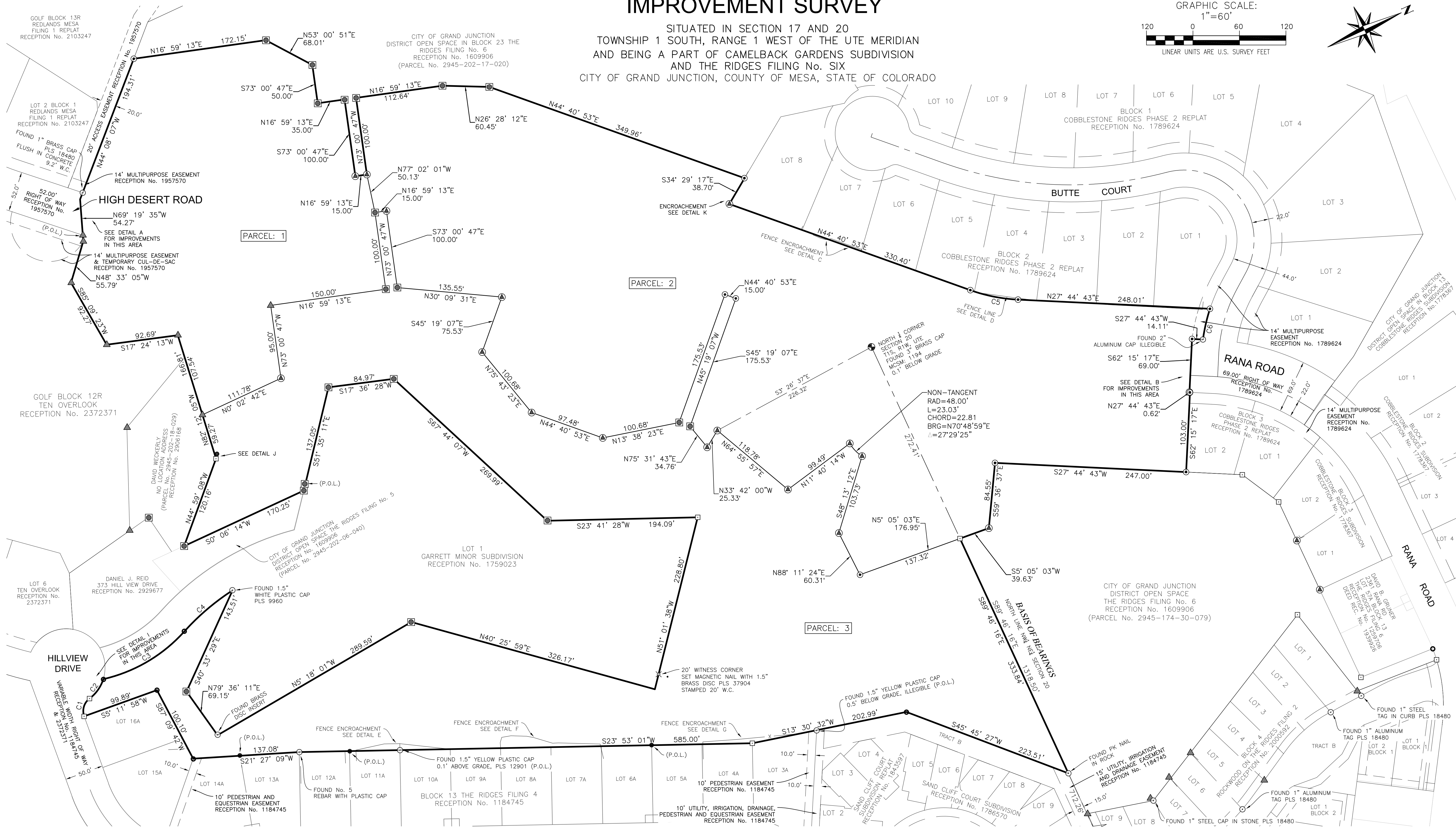
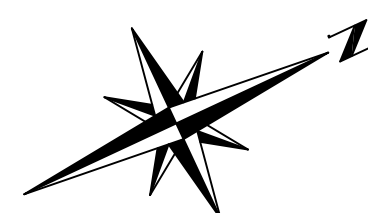
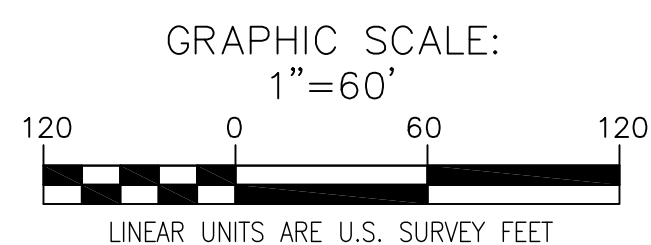
FLOW HYDRANT

TEST HYDRANT



# IMPROVEMENT SURVEY

SITUATED IN SECTION 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
AND BEING A PART OF CAMELBACK GARDENS SUBDIVISION  
AND THE RIDGES FILING No. SIX  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



## SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

## LEGAL DESCRIPTIONS:

### Parcel 1:

Lot 1,  
CAMELBACK GARDENS SUBDIVISION  
County of Mesa, State of Colorado

### Parcel 2:

Lot 2,  
CAMELBACK GARDENS SUBDIVISION  
County of Mesa, State of Colorado

### Parcel 3:

District Open Space,  
THE RIDGES FILING No. SIX  
County of Mesa, State of Colorado

## LEGEND:

FOUND SURVEY MARKER AS DESCRIBED  
FOUND CORNER AS DESCRIBED  
FOUND 2 INCH ALUMINUM CAP PLS 18480  
FOUND 2 INCH ALUMINUM CAP PLS 18478  
FOUND 2 INCH ALUMINUM CAP PLS 37049  
FOUND 1-1/2 INCH ALUMINUM CAP PLS 12770  
FOUND No. 5 REBAR WITH NO CAP  
FOUND No. 5 REBAR PLACED 2 INCH ALUMINUM CAP PLS 37904  
SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904  
EXISTING FENCE LINE

## NOTES

- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY BY ADVANCED TITLE COMPANY ORDER No. ATC-22-10425.
- BEARINGS ARE BASED ON THE NORTH LINE OF NW¼ NE¼ SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED S89°46'16"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2916174 AND 1609906, OF THE MESA COUNTY RECORDS.

LAND SURVEY DEPOSIT  
MESA COUNTY SURVEYORS OFFICE

DATE \_\_\_\_\_

DEPOSIT No. \_\_\_\_\_

SHEET 1 OF 2

## IMPROVEMENT SURVEY

ROBERT M. STUBBS & CITY OF GRAND JUNCTION

SITUATED IN SECTIONS 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-045 FIELD WORK: KM DRAWN BY: PC CHECKED BY: PC  
DATE: 10/28/22 DRAWING NAME: 381 & 409 HIGH DESERT ROAD

**POLARIS SURVEYING**

PATRICK W. CLICK P.L.S.

3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

COLORADO REGISTERED LAND SURVEYOR PLS #37904



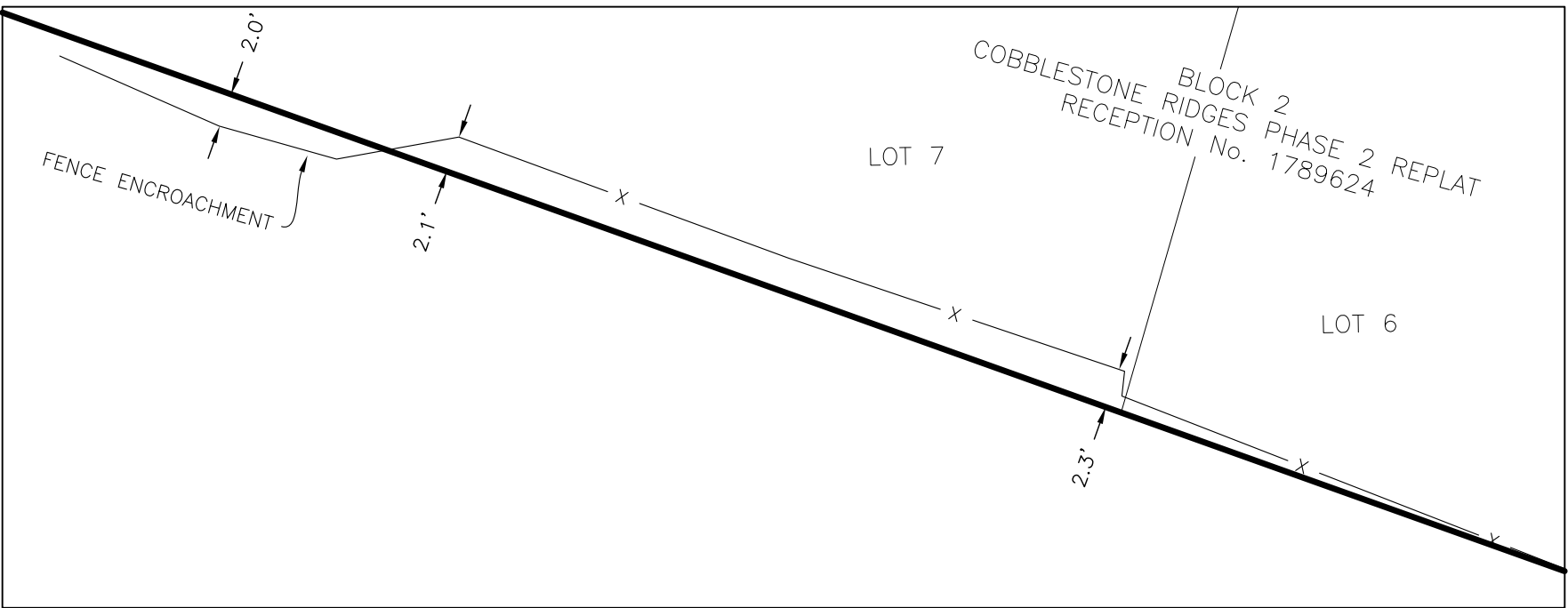
IMPROVEMENT SURVEY

SITUATED IN SECTION 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
AND BEING A PART OF CAMELBACK GARDENS SUBDIVISION  
AND THE RIDGES FILING No. SIX  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

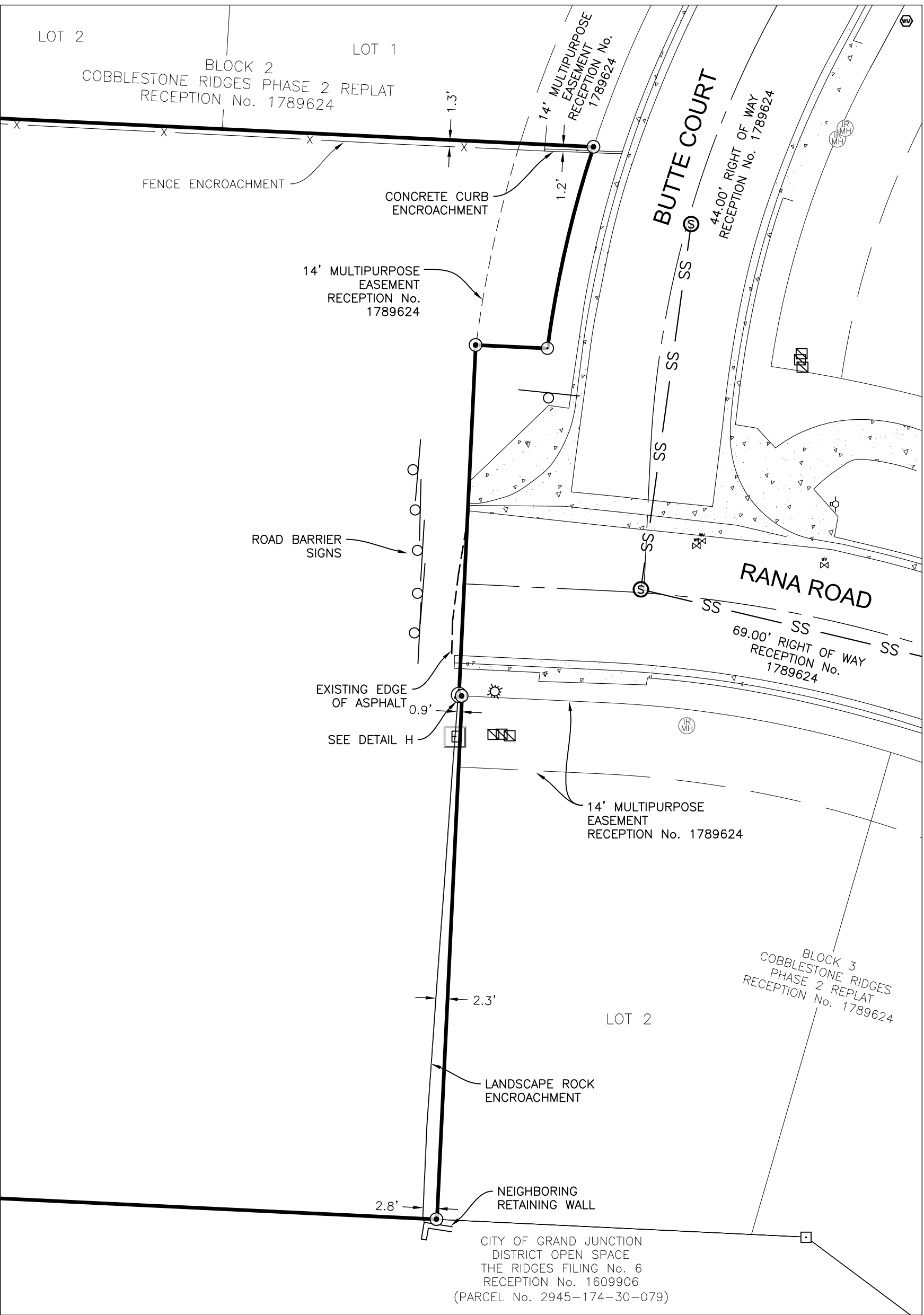
| Curve Table |         |         |              |              |               |  |
|-------------|---------|---------|--------------|--------------|---------------|--|
| Curve #     | Radius  | Length  | Delta        | Chord Length | Chord Bearing |  |
| C1          | 20.00'  | 25.62'  | 073° 23' 54" | 23.90'       | N48° 17' 39"W |  |
| C2          | 50.00'  | 31.34'  | 035° 54' 49" | 30.83'       | N29° 33' 07"W |  |
| C3          | 200.00' | 123.48' | 035° 22' 25" | 121.53'      | N05° 31' 03"W |  |
| C4          | 310.00' | 81.82'  | 015° 07' 22" | 81.58'       | N15° 25' 27"W |  |
| C5          | 213.00' | 62.96'  | 016° 56' 08" | 62.73'       | N36° 12' 10"E |  |
| C6          | 222.00' | 40.70'  | 010° 30' 12" | 40.64'       | S52° 06' 33"E |  |

\*\* NON TANGENT CURVE

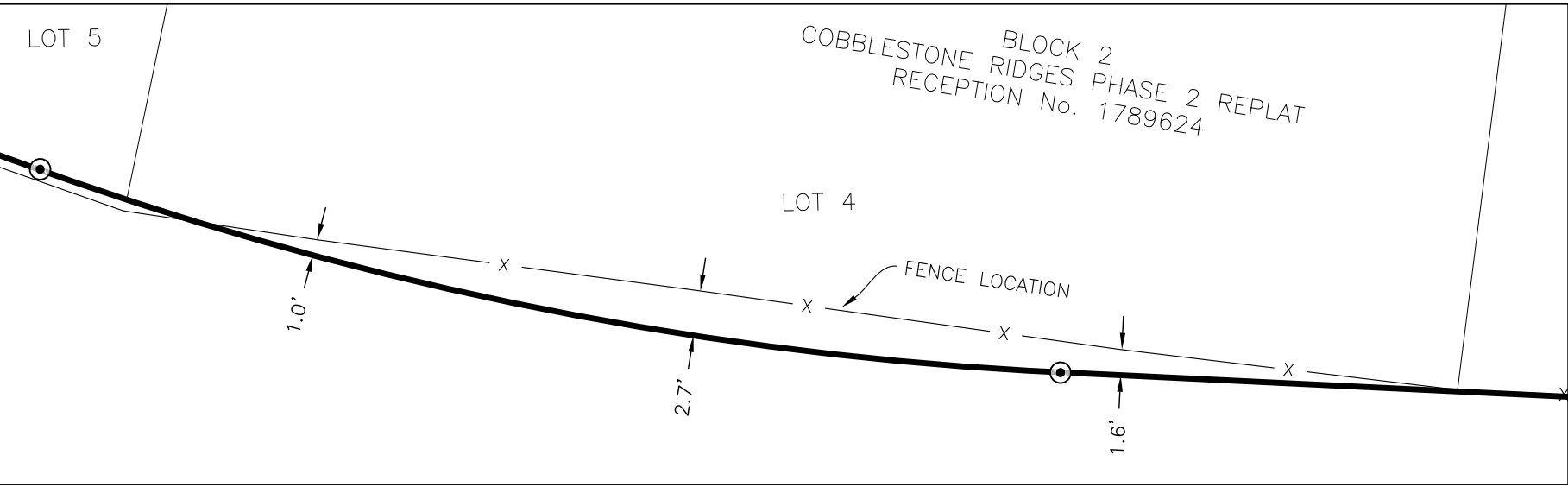
GRAPHIC SCALE VARIES AS SHOWN



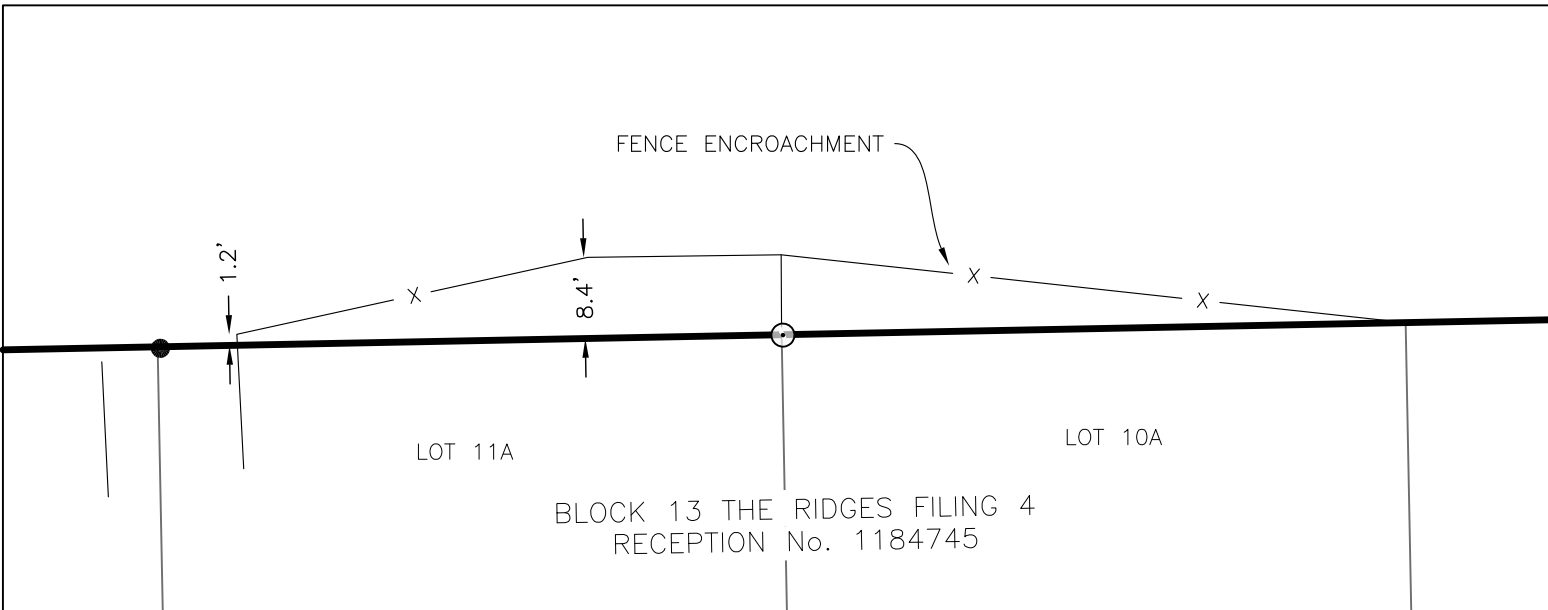
DETAIL C GRAPHIC SCALE 1"=10'



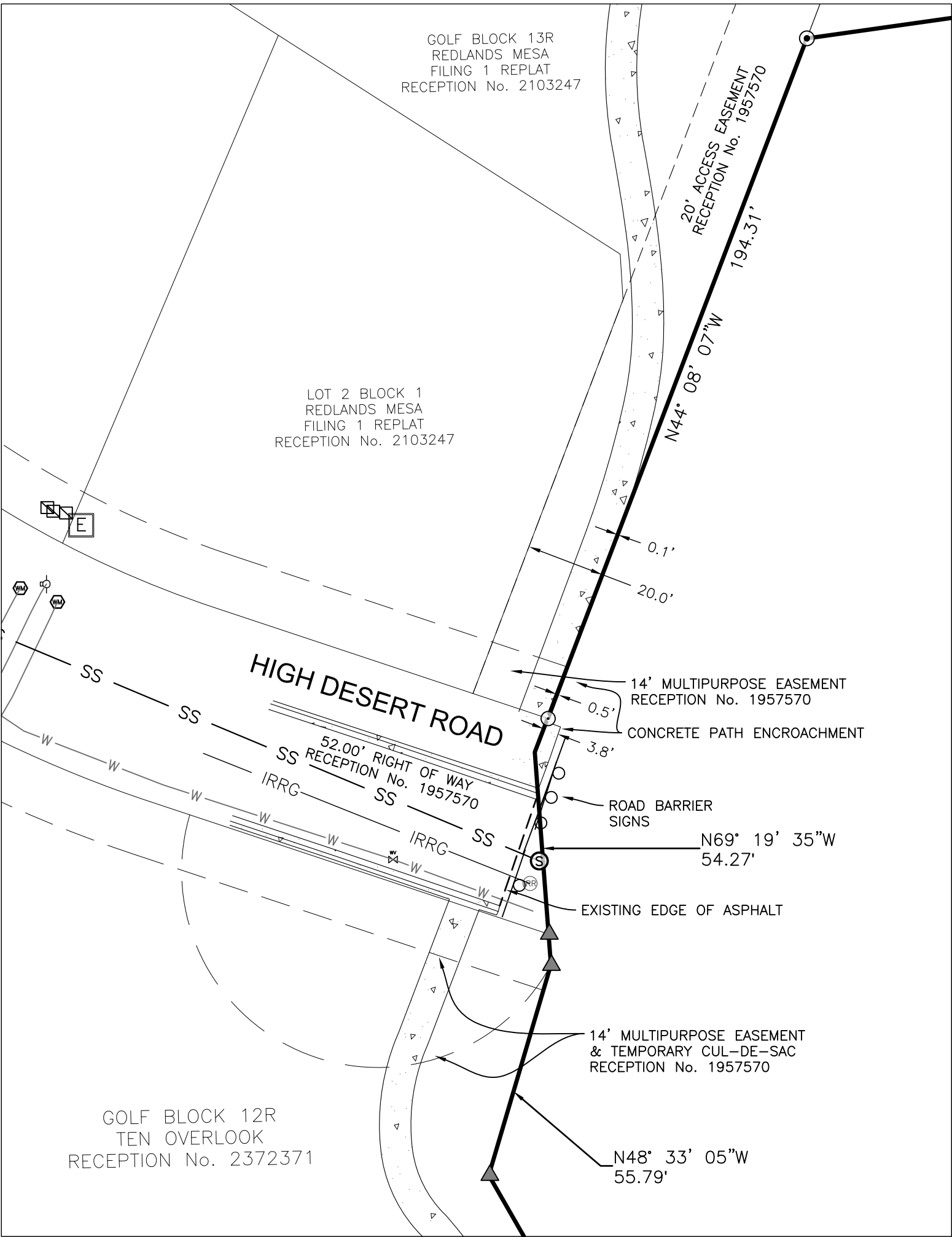
DETAIL B GRAPHIC SCALE 1"=20'



DETAIL D GRAPHIC SCALE 1"=10'



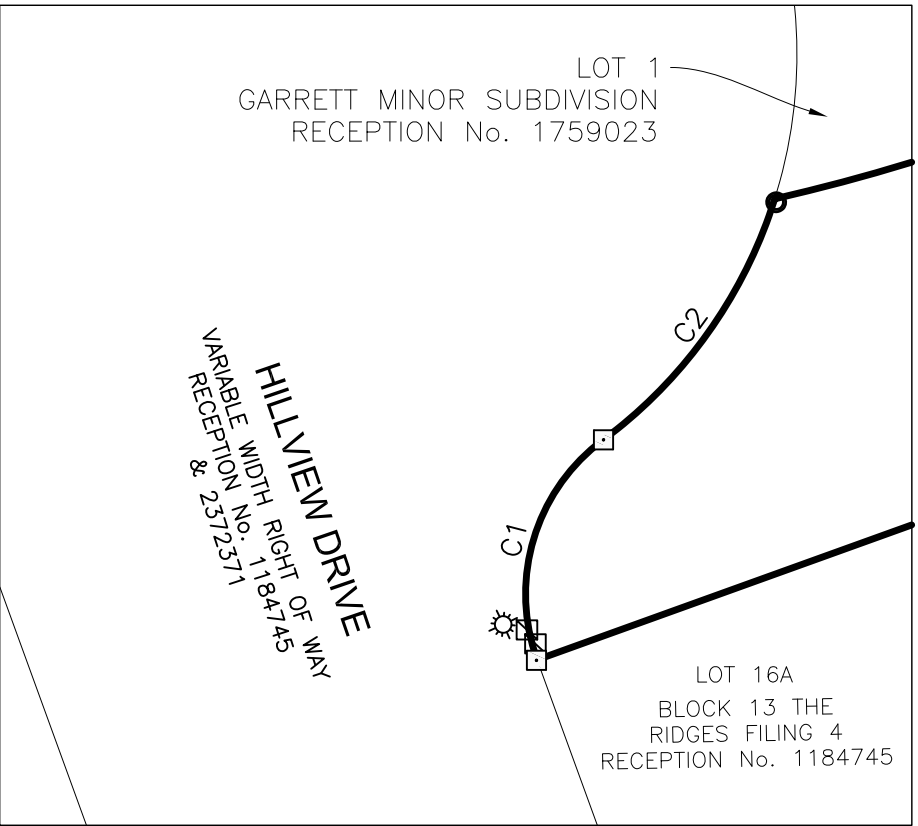
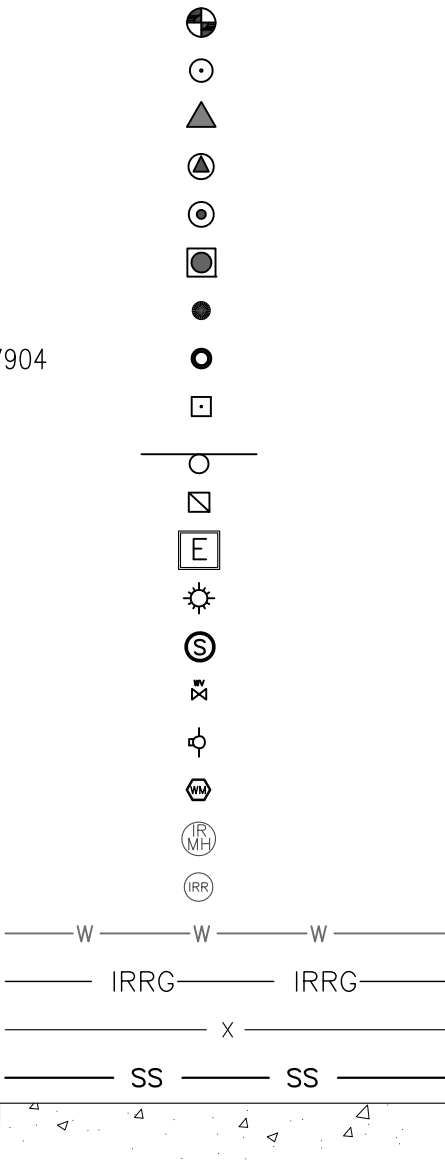
DETAIL E GRAPHIC SCALE 1"=20'



DETAIL A GRAPHIC SCALE 1"=30'

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND CORNER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 18480
- FOUND 2 INCH ALUMINUM CAP PLS 18478
- FOUND 2 INCH ALUMINUM CAP PLS 37049
- FOUND 1-1/2 INCH ALUMINUM CAP PLS 12770
- FOUND No. 5 REBAR WITH NO CAP
- FOUND No. 5 REBAR PLACED 2 INCH ALUMINUM CAP PLS 37904
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- EXISTING LIGHT POLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING IRRIGATION MANHOLE
- EXISTING IRRIGATION FEATURE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND IRRIGATION LINE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING CONCRETE



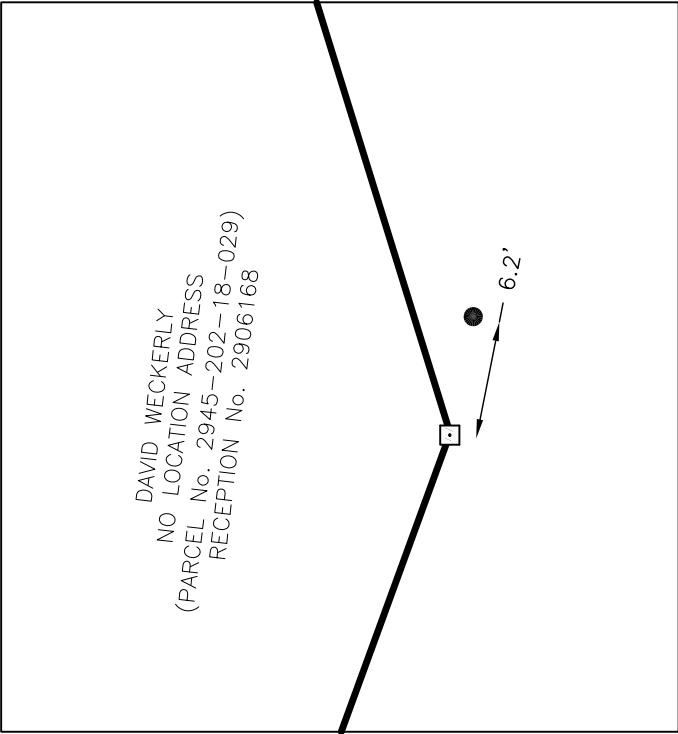
DETAIL I GRAPHIC SCALE 1"=20'

ABBREVIATIONS:

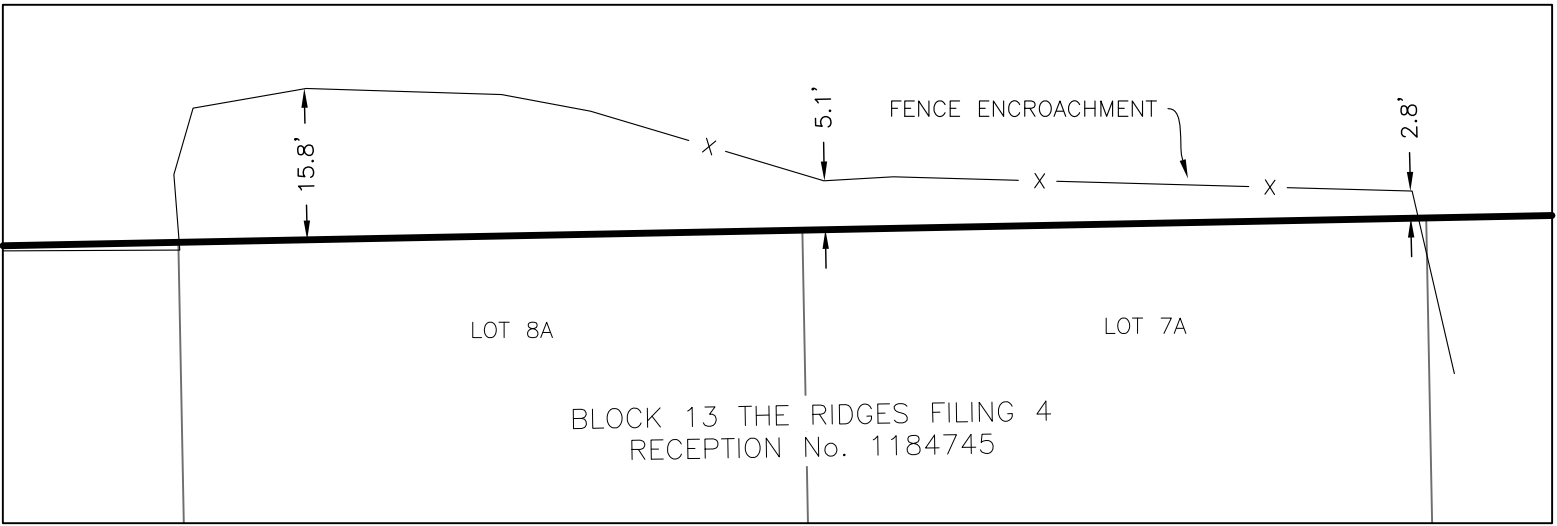
- N NORTH
- S SOUTH
- E EAST
- W WEST
- T TOWNSHIP
- R RANGE
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT OF WAY
- SIMS SURVEY INFORMATION MANAGEMENT SYSTEM
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- GPS GLOBAL POSITIONING SYSTEM
- ID IDENTIFICATION
- SQ SQUARE
- FT FEET
- AVE. AVENUE
- ST. STREET
- CT. COURT
- LN. LANE
- DR. DRIVE
- U.S. UNITED STATES
- L.C.E. LIMITED COMMON ELEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.L. POINT ON LINE

CURVE LABEL ABBREVIATIONS:

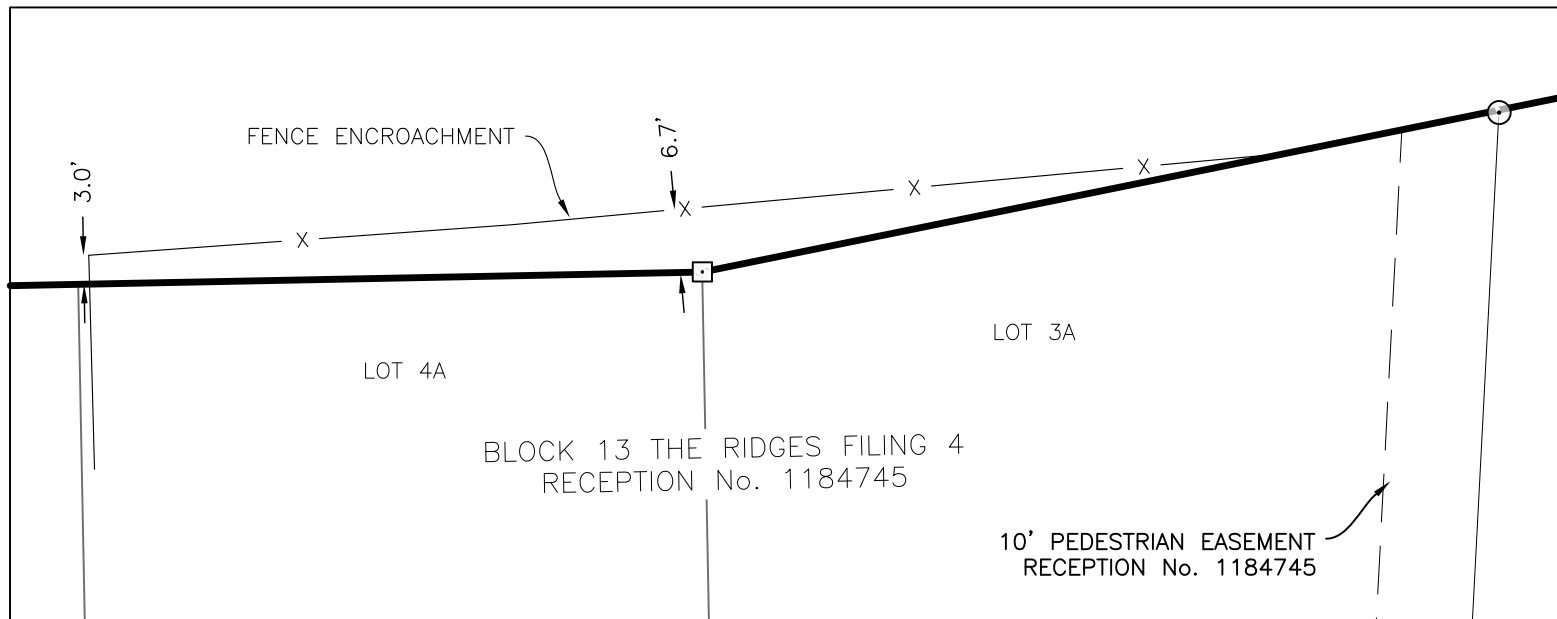
- RAD RADIUS
- L ARC LENGTH
- CHORD LONG CHORD DISTANCE
- BRG LONG CHORD BEARING
- Δ CURVE CENTRAL ANGLE



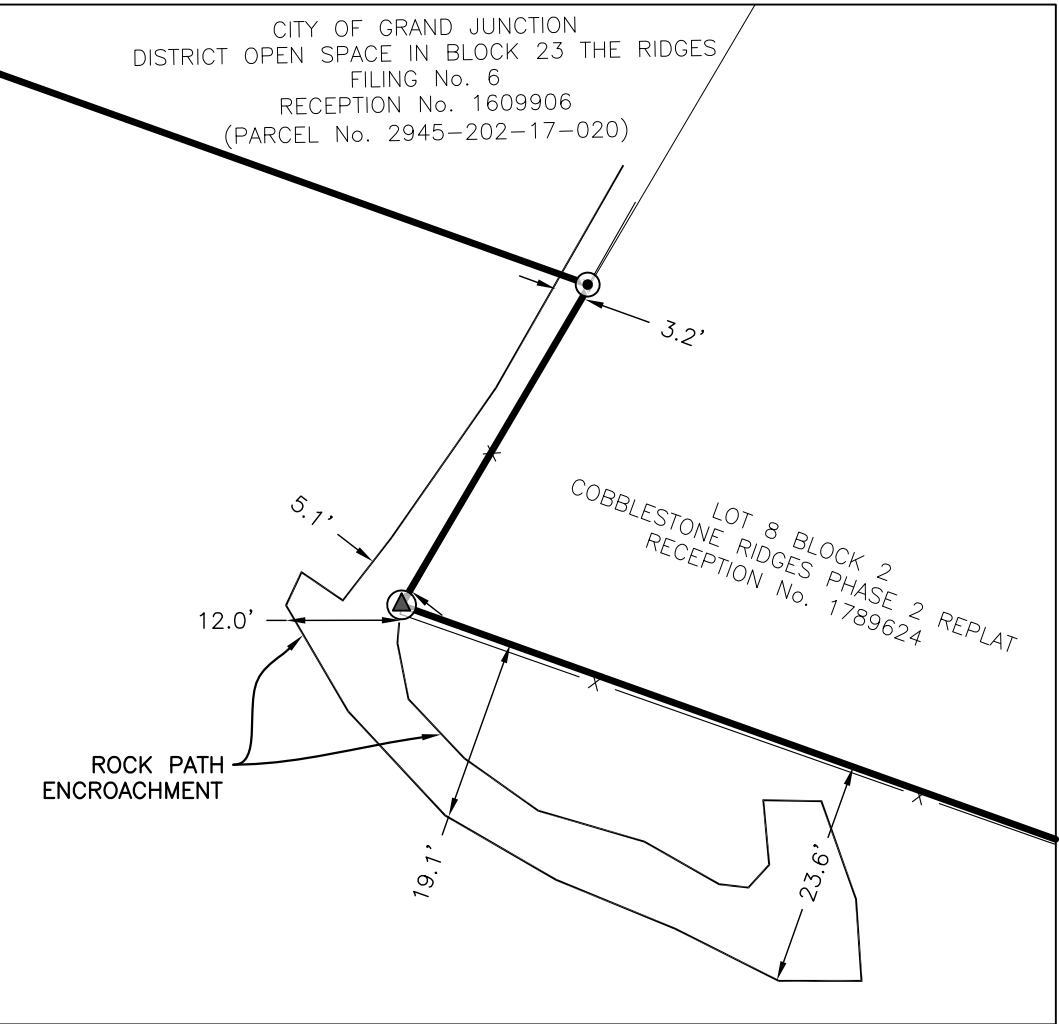
DETAIL J GRAPHIC SCALE 1"=10'



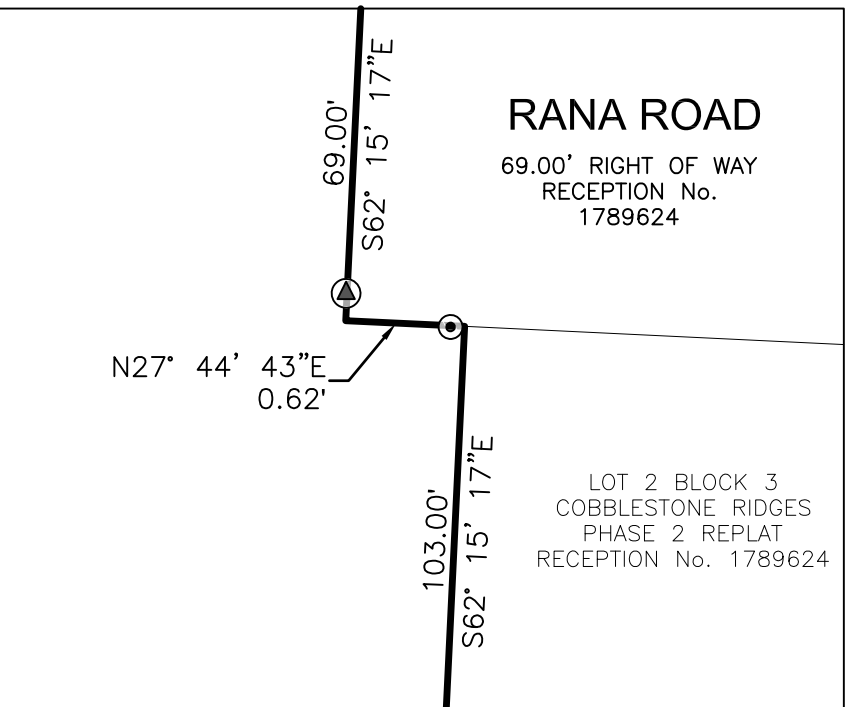
DETAIL F GRAPHIC SCALE 1"=20'



DETAIL G GRAPHIC SCALE 1"=20'



DETAIL K GRAPHIC SCALE 1"=20'



DETAIL H GRAPHIC SCALE 1"=1'

IMPROVEMENT SURVEY

ROBERT M. STUBBS & CITY OF GRAND JUNCTION

SITUATED IN SECTIONS 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-045 FIELD WORK: KM DRAWN BY: PC CHECKED BY: PC  
DATE: 10/28/22 DRAWING NAME: 381 & 409 HIGH DESERT ROAD

**POLARIS SURVEYING**

PATRICK W. CLICK P.L.S.

3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

## LEGAL DESCRIPTION FOR CAMELBACK GARDENS

Lots 1 and 2

CAMELBACK GARDENS SUBDIVISION as recorded at Reception No. 2978317

County of Mesa, State of Colorado

AND INCLUDING

A tract of land situate in Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said tract of land being a part of The Ridges Filing No. 6 as shown at Reception No. 1259706 of the Mesa County Records, being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 20, from whence the East Sixteenth Corner on the North line of Section 20 bears S89°46'16"E a distance of 1318.50 feet for a Basis of Bearings, all bearings herein related thereto; thence S89°46'16"E along the North line of the Northwest Quarter of the Northeast Quarter of Section 20 a distance of 272.41 feet to a point on the Easterly line of Camelback Gardens Subdivision as recorded at Reception No. 2978317 and the Point of Beginning; thence continuing along said North line S89°46'16"E a distance of 333.84 feet to the Westerly line of Sand Cliff Court Subdivision as recorded at Reception No. 1786570; thence S45°45'27"W along said Westerly line a distance of 223.51 feet; thence continuing along said Westerly line, as well as the Westerly line of Block 13 of The Ridges Filing No. 4 as recorded at Reception No. 1184745, S13°30'32"W a distance of 202.99 feet; thence S23°53'01"W along the Westerly line of said Block 13 of The Ridges Filing No. 4 the following four (4) courses and distances;

1. S23°53'01"W a distance of 585.00 feet; 2. S21°27'09"W a distance of 137.08 feet; 3. S87°09'42"W a distance of 100.10 feet; 4. S5°11'58"W a distance of 99.89 feet to the Northerly line of the Right of Way for Hillview Drive as shown on the Plat of said The Ridges Filing No. 4, and the start of a curve to the right;

thence along said Right of Way and curve to the right an arc length of 25.62 feet with a radius of 20.00 feet and a central angle of 73°23'54" whose chord bears N48°17'39"W a distance of 23.90 feet to the start of a curve to the left; thence continuing along said Right of Way and curve to the left an arc length of 31.34 feet with a radius of 50.00 feet and a central angle of 35°54'49" whose chord bears N29°33'07"W a distance of 30.83 feet to the Southeast Corner of Lot 1 of Garrett Minor Subdivision as recorded at Reception No. 1759023; thence along said Garrett Minor Subdivision the following eleven (11) courses and distances

1. 123.48 feet along a non-tangent curve to the left with a radius of 200.00 feet and a central angle of 35°22'25" whose chord bears N5°31'03"W a distance of 121.53 feet to the start of a non-tangent curve to the right; 2. 81.82 feet along said non-tangent curve to the right with a radius of 310.00 feet and a central angle of 15°07'22" whose chord bears N15°25'27"W a distance of 81.58 feet; 3. S40°33'29"E a

distance of 143.51 feet; 4. N79°36'11"E a distance of 69.15 feet; 5. N5°18'01"W a distance of 289.59 feet; 6. N40°25'59"E a distance of 326.17 feet; 7. N51°01'38"W a distance of 228.80 feet; 8. S23°41'28"W a distance of 194.09 feet; 9. S67°44'07"W a distance of 269.99 feet; 10. S17°36'28"W a distance of 84.97 feet; 11. S51°35'11"E a distance of 137.05 feet to the District open space of the Ridges Filing No. 5 as described at Reception No. 1609906;

thence S0°06'14"W along said open space a distance of 170.25 feet to the Northerly line of the Parcel described at Reception No. 2906168; thence N44°59'08"W along said Northerly line a distance of 120.16 feet; thence continuing along said Northerly line N82°12'05"W a distance of 59.27 feet to the Easterly line of the aforementioned Camelback Gardens Subdivision; thence along said Easterly line the following twenty two (22) courses and distances;

1. N0°02'42"E a distance of 111.78 feet; 2. N73°00'47"W a distance of 95.00 feet; 3. N16°59'13"E a distance of 150.00 feet; 4. N73°00'47"W a distance of 100.00 feet; 5. N16°59'13"E a distance of 15.00 feet; 6. S73°00'47"E a distance of 100.00 feet; 7. N30°09'31"E a distance of 135.55 feet; 8. S45°19'07"E a distance of 75.53 feet; 9. N75°43'23"E a distance of 100.68 feet; 10. N44°40'53"E a distance of 97.48 feet; 11. N13°38'23"E a distance of 100.68 feet; 12. N45°19'07"W a distance of 175.53 feet; 13. N44°40'53"E a distance of 15.00 feet; 14. S45°19'07"E a distance of 175.53 feet; 15. N75°31'43"E a distance of 34.76 feet; 16. N33°42'00"W a distance of 25.33 feet; 17. N64°55'57"E a distance of 118.78 feet; 18. N11°40'14"W a distance of 99.49 feet to the start of a non-tangent curve to the left; 19. 23.03 feet along said non-tangent curve to the right with a radius of 48.00 feet and a central angle of 27°29'25" whose chord bears N70°48'59"E a distance of 22.81 feet; 20. S48°13'12"E a distance of 103.73 feet; 21. N88°11'24"E a distance of 60.31 feet; 22. N5°05'03"E a distance of 137.32 feet to the Point of Beginning.

County of Mesa, State of Colorado

Said Parcel contains 17.17 Acres



## Neighborhood Meeting Notes for **Camelback Gardens**

A Neighborhood Meeting was held on March 28<sup>th</sup>, 2022 at 5:30 PM at 2351 Rana Road. Approximately 33 people were in attendance at the meeting. 18 people signed in on the sign-in sheet provided.

Mr. Fleming of Colorado Land Advisor talked small talk with people as they looked at the images for the project which were presented on a table. People started gathering and a few people asked how big the homes were going to be? Mr. Fleming advised that the homes would be 2 stories, some 3 stories.

One person asked what the meeting was for? Mr. Fleming replied it was to advise the neighborhood what the project would look like and to answer any questions that they may have about it.

Mr. Fleming started the meeting by introducing himself from Colorado Land Advisor and Dani Acosta from the City of Grand Junction. Dani advised her role in the process and let the crowd know how they could give feedback/voice concerns online. Asked people to sign in on the sign-in sheets.

Several people pointed to the map and wanted clarity on where we were currently standing and where the development was going to be in relation to the golf course and the open space and other homes that are already standing. They also questioned if they were townhouses. Mr. Fleming clarified that they are single-family attached homes and that they have the same footprint as the homes behind them. The question was also asked several times if the homes would have garages and Mr. Fleming advised that yes, the homes would have garages and driveways.

“What consideration was made for the rain runoff?” one man asked. Mr. Fleming explained that in the plan there are micro basins that are part of the solution and the other part is getting water to the big stormwater catch basin for the residential development and pointed this out on the map as well as pointing in the direction of where they would be. The same man asked what he thought would happen to the value of their homes when this new neighborhood went up? Mr. Fleming advised he is an urban planner, not an engineer, and what he studies is how communities are developed and built and what it means to those that move into new developments, and what happens to those who live around them. Anytime you have new developments the value of the homes around it will go up. He then asked if the HOA would limit how many cars people would have? Mr. Stubbs answered that the HOA would restrict vehicles and Mr. Fleming added that each unit would have 4 parking spaces dedicated.

Other questions that were asked and answered by Mr. Fleming....

How long is the build timeline? Mr. Fleming stated approximately 6 years.

Is this subdivision going to have its own HOA? Yes, it will have its own separate HOA.

How far will the homes be from the fence in our backyard? There is a fire code that states how close the homes can be to yours and we're probably looking at 10 feet from the property line. That is a standard setback for the Mesa County building code.

Do you have plans on whether you will be starting building at this end or the other end? It is not 100% guaranteed, once we know more of the utility demands that may give us more direction but most likely this end.

All the trails we have currently go around us and it looks like on this map you are going to put a trail through the middle of the development on their bicycles? Yes, we would make a more defined trail around the neighborhood and we're going to give them a good place to cross through when people are coming off the larger trails.

Where are you at in the process? Dani from the City of Grand Junction explained that this neighborhood meeting is required before the formal application can be made and then there will be a public hearing process. Additionally, she directed people to GJ Speaks to give their input.

What is the existing zoning? Dani answered PUD. What is the target density? Low density and the city will review all of that.

How many houses are there going to be? There are currently about 75 units on the map that we are proposing but our application will say up to 90 units. Can you speak to why you choose this density compared to what we have in our existing neighborhood scale? In our community, we have people who according to Grand Junction Economic Partnership, you can look up their data on their website and I encourage you to do that, in Grand Junction single-person households are about 29% of the houses only have one person living in them, about 37% have two people living in them. The population with 3 or 4 kids is only made up of about 7% or so in the valley.

The group started organically talking amongst themselves and dispersing.

The meeting wrapped up about 6:30.

**SIGN-IN SHEET FOR  
Camelback Gardens  
NEIGHBORHOOD MEETING 3/28/22  
Grand Junction, CO**

NAME

ADDRESS

PHONE or EMAIL

Jeffery Fleming                      300 Main Street Suite 302 GJ CO 81501                      970-812-3288

FRANK & TERI NIVORNY 388 Butte Ct. GJ CO 81507 970-201-5100

Frank & Rosemarie Rinaldi 3713 Hill View Dr. Grand Junction

BILL + SANDY LARSEN 2352 RANA RD. GJ CO 970-250-1858

Shirley Kalmbach 401 1/2 Redwood 270 4242

George Krug 401 Butte CT. Grand Junction 216-9006

Carolee Crawford 402 Duke Ct 417-773-3884

Dr. Dana Nkaner 409 Bathe Ct. 970-640-9241

## Grand Junction, CO

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Robert M. Stubbs, am the owner of the following real property:

(b) LOT 2 CAMELBACK GARDENS SUBDIVISION PER PLAT  
RN 2978317 RECD 04/27/2021 MESA CO RECDS SEC'S 17 & 20 1S 1W - 7.40AC

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) Outline Development Plan pertaining to the property.

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

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

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

Owner signature as it appears on deed: 

Printed name of owner: Robert M. Stubbs

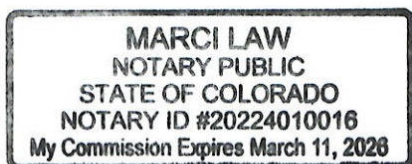
State of Colorado )

County of Mesa ) ss.

Subscribed and sworn to before me on this 6<sup>th</sup> day of September, 20 22  
by Robert M. Stubbs

Witness my hand and seal.

My Notary Commission expires on March 11, 2026



  
Notary Public Signature





**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **GJR65053354-2**

Date: **12/19/2022**

Property Address: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

---

**For Closing Assistance**

Juli McNeill  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
(970) 248-3881 (Work)  
(800) 320-4211 (Work Fax)  
[jmcneill@ltgc.com](mailto:jmcneill@ltgc.com)  
Contact License: CO337875  
Company License: CO44565

**Closers Assistant**

Rebecka Temmer  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
(970) 248-3884 (Work)  
(800) 322-4072 (Work Fax)  
[btemmer@ltgc.com](mailto:btemmer@ltgc.com)  
Contact License: CO472208  
Company License: CO44565

**For Title Assistance**

Land Title Mesa County Title Team  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
(970) 245-0550 (Work)  
(970) 245-0089 (Work Fax)  
[gjresponse@ltgc.com](mailto:gjresponse@ltgc.com)

---

**Buyer/Borrower**

UPLAND HOMES INC  
Attention: SCOTT J PREISENDORF  
Delivered via: Delivered by Realtor

**Agent for Buyer**

MAVERICK REALTY  
Attention: BRANDY CHAFFIN  
1114 N 1ST STREET  
SUITE 103-118  
GRAND JUNCTION, CO 81501  
(970) 216-7606 (Work)  
realtorbrandyc@gmail.com  
joe@j5etc.com  
Delivered via: Electronic Mail

**Seller/Owner**

ROBERT M STUBBS  
Delivered via: Delivered by Realtor

**Agent for Seller**

RE/MAX 4000 INC  
Attention: JAN MILLER  
120 W PARK DRIVE #200  
GRAND JUNCTION, CO 81505  
(970) 241-4000 (Work)  
(970) 241-4015 (Work Fax)  
jankimbroughmiller@gmail.com  
kim@thekimbroughtteam.com  
Delivered via: Electronic Mail





**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **GJR65053354-2** Date: **12/19/2022**  
Property Address: **VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507**  
Parties: **UPLAND HOMES, INC., A COLORADO CORPORATION**  
**ROBERT M. STUBBS**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title insurance Fees                                                                                      |                         |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------|
| "ALTA" Owner's Policy 07-30-21 Builder/Developer Rate                                                                 | \$1,097.00              |
| Tax Certificate                                                                                                       | \$27.00                 |
|                                                                                                                       | <b>Total \$1,124.00</b> |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                         |
| <b>Thank you for your order!</b>                                                                                      |                         |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Mesa county recorded 03/06/2020 under reception no. 2916174](#)

[Mesa county recorded 07/02/2015 under reception no. 2729182 at book 5744 page 304](#)

[Mesa county recorded 11/19/1996 under reception no. 1778382 at book 2280 page 601](#)

[Mesa county recorded 11/19/1996 under reception no. 1778381 at book 2280 page 600](#)

**Plat Map(s):**

[Mesa county recorded 04/27/2021 under reception no. 2978317](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: GJR65053354-2

**Property Address:**

VACANT LAND - 381 HIGH DESERT ROAD, GRAND JUNCTION, CO 81507

**1. Commitment Date:**

12/06/2022 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 07-30-21 Builder/Developer Rate

\$825,000.00

Proposed Insured:

UPLAND HOMES, INC., A COLORADO CORPORATION

**3. The estate or interest in the Land at the Commitment Date is:**

A FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**

ROBERT M. STUBBS

**5. The Land is described as follows:**

LOT 1 OF CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** GJR65053354-2

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. SPECIAL WARRANTY DEED FROM ROBERT M. STUBBS TO UPLAND HOMES, INC., A COLORADO CORPORATION CONVEYING SUBJECT PROPERTY.

**NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: GJR65053354-2

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED SEPTEMBER 29, 1910 IN BOOK 163 AT PAGE [32](#) UNDER RECEPTION NO. [94240](#) (AFFECTS E½ SW¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JANUARY 24, 1913 IN BOOK 163 AT PAGE [298](#) UNDER RECEPTION NO. [111473](#) (AFFECTS N½ NW¼ OF SECTION 20 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JULY 07, 1913 IN BOOK 163 AT PAGE [343](#) UNDER RECEPTION NO. [114720](#) (AFFECTS W½ NE¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN) AND JANUARY 11, 1909 IN BOOK 70 AT PAGE [487](#) UNDER RECEPTION NO. [80494](#) (AFFECTS S½ SE¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN).
9. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED JANUARY 24, 1913 IN BOOK 163 AT PAGE [298](#) UNDER RECEPTION NO. [111473](#) (AFFECTS N½ NW¼ OF SECTION 20 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN), JULY 07, 1913 IN BOOK 163 AT PAGE [343](#) UNDER RECEPTION NO. [114720](#) (AFFECTS W½ NE¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN) AND DECEMBER 10, 1919 IN BOOK 230 AT PAGE [113](#) UNDER RECEPTION NO. [156352](#) (AFFECTS SE¼ NW¼ AND N½ SW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GJR65053354-2

10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE RIDGES, FILING NO. SIX RECORDED JUNE 11, 1981 UNDER RECEPTION NO. [1259706](#).
11. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING THEREFROM ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED JUNE 11, 1981 IN BOOK 1318 AT PAGE [22](#) UNDER RECEPTION NO. [1259707](#), AND AMENDMENT RECORDED JULY 25, 1990 IN BOOK 1796 AT PAGE [564](#) UNDER RECEPTION NO. [1547336](#).
12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF LETTER, RECORDED FEBRUARY 17, 1982 IN BOOK 1357 AT PAGE [352](#) UNDER RECEPTION NO. [1283051](#).
13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 2569, ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, RECORDED MAY 26, 1992 IN BOOK 1901 AT PAGE [753](#) UNDER RECEPTION NO. [1603319](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES RECORDED NOVEMBER 19, 1996 UNDER RECEPTION NO. [1778367](#).
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES PHASE 2 RECORDED NOVEMBER 19, 1996 UNDER RECEPTION NO. [1778368](#).
16. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING THEREFROM ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 19, 1996 IN BOOK 2280 AT PAGE [500](#) UNDER RECEPTION NO. [1778369](#).
17. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE DEVELOPMENT IMPROVEMENTS AGREEMENT, RECORDED NOVEMBER 19, 1996 IN BOOK 2280 AT PAGE [543](#) UNDER RECEPTION NO. [1778371](#).
18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COBBLESTONE RIDGES PHASE 2 REPLAT RECORDED FEBRUARY 28, 1997 UNDER RECEPTION NO. [1789624](#).
19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CAMELBACK GARDENS SUBDIVISION RECORDED APRIL 27, 2021 UNDER RECEPTION NO. [2978317](#).



## ALTA Commitment For Title Insurance

### issued by Old Republic National Title Insurance Company

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;



- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

*CBRants*

Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C Monroe* President

Attest *David Wold* Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



660 Rood Avenue, Ste. A, Grand Junction, CO  
81501  
Phone: (970)255-7677 Fax: (970)808-2332

Visit us at [www.advancedtitleco.com](http://www.advancedtitleco.com)

Date: October 5, 2022  
Order No.: ATC-22-10425  
Seller: Robert M. Stubbs and The City of Grand Junction  
Buyer: Purchaser To Be Determined  
Property: 381 High Desert Road, Grand Junction, CO 81507  
409 High Desert Road, Grand Junction, CO 81507  
Vacant Land, Grand Junction, CO 81507

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Please direct all Title inquiries to:

Sabrina Yanez  
Sabrina@advancedtitleco.com  
970-255-7677

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SELLER(S):

Robert M. Stubbs and The City of Grand Junction  
Delivery Method: Customer

BUYER(S):

Purchaser To Be Determined  
Delivery Method: Customer

Customer:

Colorado Land Advisor  
Jeffery Fleming  
landadvisor@coloradolandadvisor.com  
Delivery Method: Email

***We Look Forward to Providing You Title and Closing Services***



# Wire Fraud Prevention Notice



Wire Fraud is on the rise. Before wiring funds to any party of your transaction, including Advanced Title Company, please call to verify any wiring instructions you may have received. Beware of any changes to the wiring instructions, no matter who you may believe has sent them or who may be requesting funds and verify any changes by using contact information received prior to the change request. Protect yourself from fraud. Always call to verify, change your passwords regularly, be suspicious of links or attachments in email correspondence, use encrypted communication methods where available and be alert for any changes in email contacts.



## COMMITMENT FOR TITLE INSURANCE



### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Stewart Title Guaranty Company*, a(n) Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Advanced Title Company

A handwritten signature in blue ink that reads "Sabrina Yanez".

Sabrina Yanez

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title guaranty company

A handwritten signature in black ink that reads "Frederick H. Eppinger".

Frederick H. Eppinger  
President and CEO

A handwritten signature in black ink that reads "David Hisey".

David Hisey  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-22-10425

### SCHEDULE A

1. Commitment Date: October 3, 2022 at 12:00 AM
2. Policy to be issued:

Amount  
TBD

- a. ALTA Owner's Policy (06/17/06)

Proposed Insured: Purchaser To Be Determined

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

Robert M. Stubbs, as to Parcels 1 and 2; and The City of Grand Junction, as to Parcel 3

5. The Land is described as follows:

Purported Address: 381 High Desert Road, Grand Junction, CO 81507, 409 High Desert Road, Grand Junction, CO 81507 and Vacant Land, Grand Junction, CO 81507

#### **Parcel 1:**

Lot 1,  
CAMELBACK GARDENS SUBDIVISION  
County of Mesa, State of Colorado  
[Click here for Assessor Parcel Information.](#)

For Identification Purposes Only: Parcel No(s): 2945-202-53-001

#### **Parcel 2:**

Lot 2,  
CAMELBACK GARDENS SUBDIVISION  
County of Mesa, State of Colorado  
[Click here for Assessor Parcel Information.](#)

For Identification Purposes Only: Parcel No(s): 2945-174-53-002

Statement of Charges: These charges are due and payable before a Policy can be issued.

|                             |          |
|-----------------------------|----------|
| Residential TBD Commitment: | \$300.00 |
| Extra Parcel(s) Fee:        | \$200.00 |

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## SCHEDULE A

(Continued)

**Parcel 3:**

District Open Space,  
THE RIDGES FILING NO. SIX  
County of Mesa, State of Colorado  
[Click here for Assessor Parcel Information.](#)

For Identification Purposes Only: Parcel No(s): 2945-202-06-041

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## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-22-10425

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Evidence satisfactory to the Company and its underwriter of payment of all outstanding taxes, charges and assessments as certified by the County Assessor. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent pursuant to Colorado Revised Statutes § 10-11-122 (1)(b) for any sale and for any loan pursuant to lender instructions. For Information Purposes Only: County Parcel Number(s): Parcel(s): 2945-202-53-001, 2945-174-53-002, 2945-202-06-041.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, together with additional documents as required by the Company as follows:
  - a. Deed from Robert M. Stubbs to Robert M. Stubbs sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcels 1 and 2. NOTE: This Requirement is necessary to accurately convey the new legal description of both parcels 1 and 2.
  - b. Deed from Robert M. Stubbs to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcels 1 and 2. [Click here for Vesting Deed](#) as to Parcels 1 and 2.
  - c. Deed from The City of Grand Junction to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein, as to Parcel 3. [Click here for Vesting Deed](#), as to Parcel 3.
  - d. NOTE: This commitment is subject to such additional Requirements and Exceptions necessary once the identity of the Purchaser becomes known.
6. Execution of Company's Affidavit as to Debts, Liens, and other matters and its return to Advanced Title

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**SCHEDULE B - I**  
(Continued)

Company. NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), notify the Company within 10 days of receipt of this title commitment.

7. Resolution by the governing board of the seller of Parcel 3 approving the sale of subject property and identifying the party(ies) with authority to sign on behalf of said corporation.
8. **Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Company immediately for further review prior to closing.**

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## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-22-10425

### SCHEDULE B, PART II Exceptions

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 4 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

1. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public record or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservation or exceptions in Patents or in Acts authorizing the issuance thereof, minerals of whatsoever kind, subsurface or surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the excepted matters are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

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## SCHEDULE B - II

(Continued)

9. Lease(s) if any, in existence and not of record. NOTE: This Exception shall be deleted upon execution of the Indemnity as to Debts, Liens, and Possession affirming there are no existing lease(s) on subject property and will not appear on the final title policy(ies) to be issued.

Exceptions as to Parcel 1:

10. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded April 1, 1912 at [Reception No. 04388](#).
11. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at [Reception No. 1259707](#), and amended by instrument recorded July 25, 1990 at [Reception No. 1547336](#).
12. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at [Reception No. 1259706](#).
13. Plat notes and easements as shown on the plat of The Ridges Filing 6B recorded December 2, 1994 at [Reception No. 1702836](#).
14. Plat notes and easements as shown on the plat of Cobblestone Ridges recorded November 19, 1996 at [Reception No. 1778367](#).
15. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 recorded November 19, 1996 at [Reception No. 1778368](#).
16. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of Cobblestone Ridges, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded November 19, 1996 at [Reception No. 1778369](#).
17. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 Replat recorded February 28, 1997 at [Reception No. 1789624](#).
18. Plat notes and easements as shown on the plat of Camelback Gardens Subdivision recorded April 27, 2021 at [Reception No. 2978317](#).

Exceptions as to Parcel 2:

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## SCHEDULE B - II

(Continued)

19. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded January 11, 1909 at [Reception No. 80494](#).
20. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 11, 1909 at [Reception No. 80494](#).
21. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded September 29, 1910 at [Reception No. 94240](#).
22. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 29, 1910 at [Reception No. 94240](#).
23. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at [Reception No. 1259707](#), and amended by instrument recorded July 25, 1990 at [Reception No. 1547336](#).
24. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at [Reception No. 1259706](#).
25. Plat notes and easements as shown on the plat of The Ridges Filing 6B recorded December 2, 1994 at [Reception No. 1702836](#).
26. Plat notes and easements as shown on the plat of Cobblestone Ridges recorded November 19, 1996 at [Reception No. 1778367](#).
27. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 recorded November 19, 1996 at [Reception No. 1778368](#).
28. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of Cobblestone Ridges, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a)

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## SCHEDULE B - II

(Continued)

is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded November 19, 1996 at [Reception No. 1778369](#).

29. Plat notes and easements as shown on the plat of Cobblestone Ridges Phase 2 Replat recorded February 28, 1997 at [Reception No. 1789624](#).
  30. Plat notes and easements as shown on the plat of Camelback Gardens Subdivision recorded April 27, 2021 at [Reception No. 2978317](#).
- Exceptions as to Parcel 3:
31. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded January 24, 1913 at [Reception No. 111473](#).
  32. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 7, 1913 at [Reception No. 114720](#).
  33. Terms, Provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions and Restrictions of The Ridges Filing Number Six, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, recorded June 11, 1981 at [Reception No. 1259707](#), and amended by instrument recorded July 25, 1990 at [Reception No. 1547336](#).
  34. Plat notes and easement as shown on the plat of The Ridges Filing 6 recorded June 11, 1981 at [Reception No. 1259706](#).

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## DISCLOSURES

Order No.: ATC-22-10425

**Note:** Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district;
- B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent;
- C) Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor

**Note:** Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that **Advanced Title Company** conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

**Note:** Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- A) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE:** This disclosure applies only if Schedule B, Section II of the title commitment herein includes an exception for severed minerals.

**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

**Note:** Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein, unless the above conditions are fully satisfied.



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information                                                                                                                                                                                                                                                                                                      | Do we share? | Can you limit this sharing? |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.                                                 | Yes          | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you.                                                                                                                                                                                                                                                                      | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>                                                                                                                                                                                                                                                                                           | No           | We don't share              |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes          | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.                                                                                                                                                                                                                                                    | No           | We don't share              |
| <b>For our affiliates to market to you</b>                                                                                                                                                                                                                                                                                                          | Yes          | No                          |
| <b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.                                                                                                                                                                                | No           | We don't share              |

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

| Sharing practices                                                                |                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How often do the Stewart Title Companies notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.                                                                                                                                                                                                                                                                                                                 |
| <b>How do the Stewart Title Companies protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.                                                                                                                                                                                        |
| <b>How do the Stewart Title Companies collect my personal information?</b>       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| <b>What sharing can I limit?</b>                                                 | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.                                                                                                                                                                                                                         |
| <b>Contact Us</b>                                                                | If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056                                                                                                                                                                                                                          |

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE **Advanced Title Company** DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of **Advanced Title Company** and its affiliates (“ATC”), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as **Advanced Title Company**, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information                                                                                                                                                                                                                                                      | Do we share? | Can you limit this sharing? |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes          | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you.                                                                                                                                                                                                                      | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>                                                                                                                                                                                                                                           | No           | We don't share              |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.                                                                     | Yes          | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.                                                                                                                                                                                                    | No           | We don't share              |
| <b>For our affiliates to market to you</b>                                                                                                                                                                                                                                                          | Yes          | No                          |
| <b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.                                                                                                                                | No           | We don't share              |

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

| Sharing practices                                      |                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How often do/does ATC Notify me about their practices? | We must notify you about our sharing practices when you request a transaction.                                                                                                                                                                                                                                                                                                                 |
| How do/does ATC protect my personal information?       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.                                                                                                                                                                                        |
| How do/does ATC collect my personal information?       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| What sharing can I limit?                              | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.                                                                                                                                                                                                                         |
| Contact Us                                             | If you have any questions about this privacy notice, please contact us at: <b>618 Rood Avenue, Grand Junction, CO; 81501; 970-255-7677.</b>                                                                                                                                                                                                                                                    |

## SPECIAL WARRANTY DEED

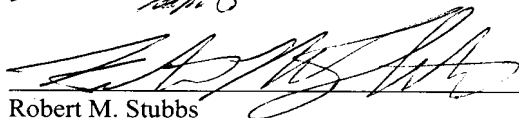
**Robert M. Stubbs** ("Grantor"), for the consideration of **\*\*no consideration\*\***, hereby sells and conveys to **Camelback Gardens, LLC**, a Colorado limited liability company ("Grantee"), whose legal address is 205 Little Park Road, Grand Junction, Colorado 81507, County of Mesa and State of Colorado, all of Grantor's right, title, and interest in and to the following real property in the County of Mesa and State of Colorado, to wit:

**LOT 2 CAMELBACK GARDENS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO**

also known by street address as: **409 HIGH DESERT ROAD, Grand Junction, Colorado 81507**  
and assessor's schedule or parcel number: **2945-174-53-002**

with all its appurtenances, and warrants the title against all persons claiming under the Grantor.

Signed this 18<sup>th</sup> day of June, ~~2024~~ 2025 am

  
Robert M. Stubbs

STATE OF COLORADO

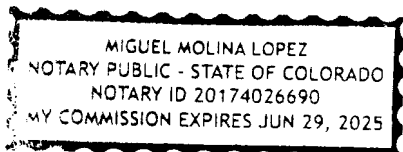
COUNTY OF MESA

The foregoing instrument was acknowledged before me this 18 day of June, ~~2024~~ 2025 am, by Robert M. Stubbs.

Witness my hand and official seal.

My commission expires: June 29, 2025

  
Miguel Molina Lopez  
Notary Public



### Statement of Authority

The undersigned hereby executes this Statement of Authority, pursuant to the provisions of Section 38-30-172, C.R.S., on behalf of Upland Homes, Inc., an entity other than an individual, capable of holding title to real property ("Entity"), and states as follows:

1. The Entity is a Corporation formed and existing under the laws of the following governmental authority State of Colorado  
(state the type of entity and the state, country or other governmental authority under whose laws it was formed. Example: a Limited Liability Company formed and existing under the laws of Colorado)
2. If formed under a governmental authority other than the State of Colorado, state the name under which the Entity has filed with the Colorado Secretary of State Colorado
3. The Entity's mailing address is: 35168 Hillhouse Lane, Windsor, CO. 80550
4. The name of the person or persons, or the position or positions, of the Entity authorized to execute instruments on behalf of the Entity to convey, encumber or otherwise affect the title to real property is/are:  
Scott Preisendorf, President
- ☐ If ALL names or positions provided here are required for authority, please check this box. If box is not checked, then only one of the names or positions provided is necessary for execution of instruments on Entity's behalf.
5. The limitations upon the authority of the person or persons named above to bind the Entity are as follows:  
NONE  
(if no limitations insert "NONE")
6. Other matters concerning the manner in which the Entity deals with any interest(s) in real property are:  
NONE  
(if none insert "NONE")

This Statement of Authority amends or replaces any prior Statement of Authority executed on behalf of the Entity.

EXECUTED this \_\_\_\_\_ day of May , 2025.

ENTITY: Upland Homes, Inc., a Colorado Corporation

BY:

Scott Preisendorf  
Name: Scott Preisendorf

President  
Position

STATE OF Colorado )

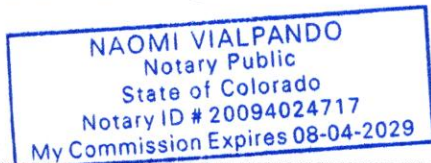
COUNTY OF Weld ) ss.

The foregoing instrument was acknowledged before me this 29 day of May , 2025 , by

Scott Preisendorf and \_\_\_\_\_.

Witness my hand and official seal,

My commission expires: 8/4/29



Naomi Vialpando  
Notary Public

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING A PLANNED DEVELOPMENT (PD) OUTLINE  
DEVELOPMENT PLAN (ODP) FOR THE CAMELBACK GARDENS DEVELOPMENT  
THEREBY AMENDING THE OVERALL PLAN FOR THE RIDGES LOCATED AT 381 AND  
409 HIGH DESERT ROAD**

Recitals:

Camelback Gardens, LLC and Upland Homes, Inc (Applicants) are proposing a Planned Development (Project or PD) to be known as Camelback Gardens. Th project is to be constructed on 10.29 acres of land located at 381 and 409 High Desert Road within The Ridges. The proposed PD will establish an Outlined Development Plan (ODP) for the properties to be developed within a 17-year timeframe, which constitutes an amendment to the plan for The Ridges.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, (Code) the Planning Commission conducted a hearing and at the conclusion thereof recommended approval of the proposed PD ODP, finding the ODP conforms with the 2020 One Grand Junction Comprehensive Plan Principles and Strategies, the land use designation of Residential Low for the overall Ridges, the rezone criteria, and the PD ODP criteria of the Code.

After public notice and public hearing, the Grand Junction City Council finds for the reasons stated in the record that the PD ODP zone district conforms with all applicable Principles and Strategies, the Residential Low land use designation of the overall Ridges, the Comprehensive Plan amendment criteria, the rezone criteria and the PD ODP criteria.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT IN CONSIDERATION OF THE FOREGOING RECITALS AND THE RECORD OF THE ACTION OF THE PLANNING COMMISSION AND THE CITY COUNCIL, THE PROPERTY DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT (PD) AND THE OUTLINE DEVELOPMENT PLAN (ODP) ALL AS ESTABLISHED, DEPICTED AND DESCRIBED IN EXHIBIT A ATTACHED HERETO, AND FOUND IN CITY COMMUNITY DEVELOPMENT DEPARTMENT FILE PLD-2023-121 IS ADOPTED WITH THE EXHIBIT BEING INCORPORATED BY THIS REFERENCE AS IF FULLY SET FORTH ALL OF WHICH ARE APPROVED FOR THE FOLLOWING DESCRIBED PROPERTY.

Lots 1 and 2, Tracts MM and Tract A  
CAMELBACK GARDENS BOUNDARY LINE ADJUSTMENT as recorded at Reception No.  
3148907

And

District Open Space, Parcel No. 2945-202-17-020

County of Mesa, State of Colorado  
Parcel contains 25.27 acres.

### **DEVELOPMENT SCHEDULE**

The Camelback Gardens Planned Development Shall consist of three phases, which were identified based upon site topography, housing style and price point. Pods within each Phase may be developed in any order to provide flexibility in responding to market conditions. However, each Phase remains subject to the Requirement Expiration Dates shown in the table, which apply to the first, second, or subsequent pod completed within that Phase, regardless of pod designation.

Development and phasing are subject to these deadlines. To satisfy deadline requirements, a pod must obtain the first planning clearance or record the first plat the Requirement Expiration Date. The Development Phasing Schedule within the Camelback Gardens Planned Development is established as follows:

| Phase   | Pod     | Requirement Expiration Date |
|---------|---------|-----------------------------|
| Phase 1 | A, B    | Frist Pod by December 2028  |
|         |         | Second Pod by December 2031 |
| Phase 2 | C, D, E | First Pod by December 2034  |
|         |         | Second Pod by December 2037 |
|         |         | Third Pod by December 2040  |
| Phase 3 | F, G    | First Pod by December 2040  |
|         |         | Second Pod by December 2043 |

1. Development Phasing Schedule constitutes a deadline for which development of a portion within each Phase must commence. Once commenced, the development of a Pod shall be completed in accordance with the Development Phasing Schedule. Should the Development Phasing Schedule need to be extended, the City shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing thresholds.
2. The PD and ODP shall remain valid for any one Phase so long as a portion of any Pod has commenced to meet the requirements of the phasing schedule and has completed the requirements of the phasing schedule. If any Phase fails to meet the requirements of the phasing schedule, the approval of the PD and ODP for the specific Phase shall be considered lapsed.
3. Upon lapse of any Phase's development and phasing schedule, the zoning of the lapsed Phase will revert to the default standards of the RL-5 Zoning District.



## **PARK AND TRAILS IMPROVEMENTS**

Park and trail improvements within the Camelback Gardens Planned Development are an integral component of the overall development phasing and shall be provided in coordination with the development of each Pod, as generally depicted on Exhibit B.

### **Concept Plan and Agreement Requirements**

Prior to the commencement of Phase 2, the Applicant/Developer shall submit to the City a conceptual design plan for all park and trail improvements associated with the Planned Development. The conceptual plan shall include the general alignment, layout, and intended design of the improvements and shall be subject to review, approval, and acceptance by the City.

Following City acceptance of the conceptual design plan, and prior to issuance of the first planning clearance or recordation of the first plat within Phase 2, the Applicant/Developer shall execute a Maintenance and Operations Agreement with the City for the park and trail improvements. The agreement shall address long-term responsibilities for maintenance, operations, and any other terms required by the City.

### **Construction and Acceptance Requirements**

The construction of park and trail improvements shall occur in coordination with the development of the Pods to which the improvements are adjacent or directly related. Improvements shall be constructed concurrent with, or prior to, the completion of the Pod they abut, as follows:

- Pod D – Trail improvements
- Pod E – Park improvements
- Pod F – Trail improvements
- Pod G – Trail improvements

Such improvements shall be completed at the time of the City's Initial Acceptance for the pod and shall be included as part of the Initial Acceptance process, together with any other public improvements required to serve the development.

All park and trail improvements shall be incorporated into the applicable Development Improvements Agreement for each pod and shall be securitized in the same manner as other required public infrastructure improvements, including but not limited to streets, utilities, and drainage facilities.

The Applicant/Developer shall ensure that these improvements are constructed in accordance with City-approved plans and are eligible for acceptance concurrent with the City's Initial Acceptance of the pod's public improvements.

## **ALLOWED USES, DENSITY, AND DIMENSIONAL STANDARDS**

Allowed land uses, maximum residential density, and dimensional development standards for the Camelback Gardens Planned Development are established in Exhibit A, attached hereto and incorporated by reference.

In the event of a conflict between the provisions of this Planned Development, including Exhibit A, and the City of Grand Junction Zoning and Development Code, the provisions of the Planned Development shall control.

Where this Planned Development, including Exhibit A, is silent as to a specific use or development standard, the applicable provisions of the Zoning and Development Code shall apply.

INTRODUCED on first reading this 18<sup>th</sup> day of February 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4<sup>th</sup> day of March 2026 and ordered published in pamphlet form.

---

Cody Kennedy  
President of the Council

ATTEST:

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Selestina Sandoval  
City Clerk



# EXHIBIT A

TITLE OF ORIGINAL DOCUMENT: NVIZ-CAMEL OVERALL DEVELOPMENT PLAN 12-17-2025.dwg  
For accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.

## Proposed Dimensional Standards - RLS

|       | MIN LOT SIZE<br>(SQ. FT.) | WIDTH<br>(FT.) | MINIMUM SETBACKS                                          |           |           | MAX. LOT<br>COVERAGE | MAX. HEIGHT<br>FEET (ft) |
|-------|---------------------------|----------------|-----------------------------------------------------------|-----------|-----------|----------------------|--------------------------|
|       |                           |                | FRONT                                                     | SIDE (ft) | REAR (ft) |                      |                          |
| POD A | 2,400                     | 40             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD B | 2,400                     | 40             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD C | 1,200                     | 30             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD D | 1,200                     | 30             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD E | 1,200                     | 30             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD F | 1,200                     | 30             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |
| POD G | 1,200                     | 30             | 15 <sup>(1)</sup> / 20 <sup>(2)</sup> / 15 <sup>(3)</sup> | 5 / 0     | 10 / 0    | 100%                 | 40                       |

### NOTES:

- (1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
- (2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
- (3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
- (4) ADJACENT DEVELOPMENT'S RESIDENTIAL PARCELS (OPEN SPACE).
- (5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST AND HIGHEST GRADES ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR PARAPET.
- (6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF RLS. REFER TO PROPOSED DIMENSIONAL STANDARDS TABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
- (7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
- (8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH ITS PROPERTY LINE.

CAMELBACK GARDENS IS TO BE PLACED AS A BUILDING FOOTPRINT-BUILDING ENVELOPE MODEL POD WITH ALL LAND OUTSIDE THE FOOTPRINT BEING OWNED BY THE HOA.

**PODS A & B ALLOWED USES:** SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED RESIDENTIAL.  
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 28

**PODS C, D, E, F & G ALLOWED USES:** SINGLE-FAMILY DETACHED, SINGLE-FAMILY ATTACHED & MULTI-FAMILY RESIDENTIAL, COMMUNITY GARDENS.  
MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL: 75



## EXHIBIT B

|       | MIN LOT SIZE  |            | MINIMUM SETBACKS         |          |          | MAX. LOT COVERAGE | MAX. HEIGHT FEET (5) |
|-------|---------------|------------|--------------------------|----------|----------|-------------------|----------------------|
|       | AREA (SQ. FT) | WIDTH (FT) | FRONT                    | SIDE (4) | REAR (4) |                   |                      |
| POD A | 2,400         | 40         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD B | 2,400         | 40         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD C | 1,200         | 30         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD D | 1,200         | 30         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD E | 1,200         | 30         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD F | 1,200         | 30         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |
| POD G | 1,200         | 30         | 15'(1) / 20'(2) / 15'(3) | 5 / 0    | 10 / 0   | 100%              | 40                   |

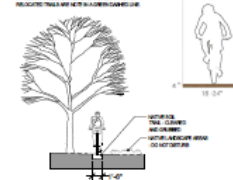
- (1) PRINCIPAL STRUCTURES FROM RIGHT-OF-WAY.
- (2) MINIMUM FRONT YARD SETBACK FOR STREET FACING GARAGE DOORS.
- (3) MINIMUM FRONT YARD SETBACK FOR SIDE LOADED GARAGES.
- (4) ADJACENT DEVELOPMENTS RESIDENTIAL PARKING / OPEN SPACE.
- (5) BUILDING HEIGHT MEANS THE VERTICAL DISTANCE BETWEEN THE MEAN FINISHED GRADE BETWEEN THE LOWEST FINISHED GRADE ALONG THE FOUNDATION AND THE HIGHEST POINT OF THE ROOF OR FACADE.
- (6) THIS PD HAS AN UNDERLYING DEFAULT ZONE OF .60, REFER TO PROPOSED DIMENSIONAL PROVISIONS AVAILABLE ON THIS DRAWING FOR SPECIFIC DEVIATIONS TO BULK STANDARDS.
- (7) DENSITY CALCULATIONS INCLUDE RIGHT OF WAY, DEDICATED PUBLIC AREAS, AND OPEN SPACES.
- (8) EACH BUILDING FOOTPRINT IS THE BUILDING ENVELOPE WITH A ZERO SETBACK WITH ITS PROPERTY LINE.

**PODS A & B ALLOWED USES:** SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED RESIDENTIAL.  
**MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL:** 20

**PODS C, D, E, F & G ALLOWED USES:** SINGLE-FAMILY DETACHED, SINGLE FAMILY ATTACHED & MULTIFAMILY RESIDENTIAL, COMMUNITY GARDENS.  
**MAXIMUM NUMBER OF UNITS TO BE BUILT TOTAL:** 70



NOTE:  
ALL TRAIL SECTIONS WILL BE APPROVED TO ITS ENDWARD.  
DO NOT HAVE THE CONNECTIONS WILL BE BUILT TO ITS  
ENDWARD WHILE EXISTING TRAILS WILL BE APPROVED TO  
THEIR TO ENDWARD. EXISTING TRAILS TO BE APPROVED ARE  
NOTED WITH A BLUE SHOWN LINE AND NEW TRAILS OR



**1** **Trail Connections Section (Typ.)**  
1/2" - 1-0"

| LAND USE BREAKDOWN                |            | UNDERLYING DENSITY ZONE |          | RLS  | FD    |
|-----------------------------------|------------|-------------------------|----------|------|-------|
|                                   |            | PROPOSED ZONE           |          | FD   | FD    |
| LAND USE                          |            | AREA                    | USE AREA | AC   | % TOT |
| LAND USE                          |            | AREA                    | USE AREA | AC   | % TOT |
| RESIDENTIAL:                      |            | 56,467                  | 17,250   | 51%  |       |
| POD B                             |            | 18,689                  | 9,147    | 48%  | 37%   |
| POD C                             |            | 155,826                 | 10,500   | 7%   | 6%    |
| STREETS:                          |            | 61,071                  | 4,543    | 8%   | 18%   |
|                                   | SUB-TOTAL: |                         |          |      |       |
| LAND USE                          |            | AREA                    | USE AREA | AC   | % TOT |
| LAND USE                          |            | AREA                    | USE AREA | AC   | % TOT |
| 2-4 MEDIUM DENSITY:               |            |                         |          |      |       |
| POD C                             |            | 45,983                  | 9,194    | 46%  |       |
| POD D                             |            | 26,982                  | 9,641    | 42%  | 29%   |
| POD E                             |            | 57,345                  | 7,132    | 12%  | 54%   |
| POD F                             |            | 62,251                  | 9,134    | 15%  | 43%   |
| POD G                             |            | 23,149                  | 2,230    | 10%  | 6%    |
|                                   | SUB-TOTAL: |                         |          |      |       |
| PUBLIC LAND AND LAND USE:         |            |                         |          |      |       |
| PUBLIC LAND:                      |            | 5,880                   | 2,030    | 34%  | 01%   |
| PUBLIC AREA TRACT H               |            | 9,842                   | 2,222    | 23%  | 09%   |
| PUBLIC AREA TRACT I               |            | 10,000                  | 9,700    | 97%  | 34%   |
| COMMUNITY GARDEN:                 |            | 98,368                  | 8,199    | 8%   | 08%   |
|                                   | SUB-TOTAL: |                         |          |      |       |
| LAND USE                          |            | 97,883                  | 12,322   | 13%  | 54%   |
|                                   | TOTAL:     | 262,118                 | 61,617   | 23%  | 61%   |
| PREVIOUSLY DESIGNATED OPEN SPACE: |            | 1,611,619               | 97,169   | 6%   | 61%   |
|                                   | TOTAL:     | 873,428                 | 107,886  | 100% | 61%   |

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## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** February 18, 2026  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Lee Cooper, Wastewater Project Manager

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### Information

#### **SUBJECT:**

Authorize Change Order #8 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Plant Phase 1 Expansion Project

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to execute Change Order #8 with Burns & McDonnell Engineering Company, Inc. (BMcD) in the amount of \$804,160.80 for extending Burns & McDonnell's contract completion date 232-calendar days to October 19, 2026 for engineering and construction inspection services.

#### **EXECUTIVE SUMMARY:**

This request is for approving Change Order #8 with Burns & McDonnell Engineering Company, Inc. (BMcD) to extend their construction phase engineering and construction services on the Persigo Wastewater Treatment Plant Phase 1 Expansion Project. Due to project delays experienced to date, BMcD is requesting Change Order #8, which adds 232 calendar days to the contract with a new contract completion date of October 19, 2026. This contract time extension will also add \$804,160.80 to the contract amount, resulting in a total contract value of \$8,956,307.80. Currently, BMcD's Engineering and Construction Services Contract expires on March 1, 2026.

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

Burns & McDonnell Engineering (BMcD) is City's professional design engineering consultant responsible for the design of the Phase 1 Expansion Project. BMcD is the Engineer of Record for this project. BMcD has been providing engineering and construction inspection services to assist City staff and Garney Construction (Contractor) with design-related items during the construction phase. As the Engineer of Record, BMcD is responsible for certifying with the Colorado Department of Public Health and Environment (CDPHE) that the Phase 1 Expansion Project is being

constructed per the design, specifications, calculations, building code requirements, safety regulations, and the wastewater treatment process requirements as set forth by CDPHE and Mesa County. During the construction phase, which officially started on April 15, 2024, BMcD has been responsible for providing engineering services and construction inspection/oversight services.

The original intent of the engineering and construction services contract with BMcD estimated an active construction period of 24-months (2-years) beginning January 1, 2024. In addition to the 2-year construction period, BMcD also included an extra 2-months into the service scope for BMcD to provide and complete final project closeout items like producing as-built record drawings, organizing and producing the Operations & Maintenance (O&M) manuals, and certifying the project with CDPHE.

Recently, the City approved Change Order #7 with Garney Construction (Contractor) which extended Garney's contract completion date to August 21, 2026, from the previous completion date of April 29, 2026. Extending Garney's contract was necessary due to several delays experienced during construction. These delays included construction review and approval delays from CDPHE, delays resulting from the City's design change requests, delays in equipment lead-times and delivery times, and several weather-related delays.

As a result of these delays and Garney's contract extension to August 21, 2026, the City's Contract with BMcD also needs to be extended for continued engineering and construction services since BMcD is the Engineer of Record. The City's contract with BMcD currently ends on March 1, 2026. Change Order #8 with BMcD will extend their contract completion date to October 19, 2026 (232-calendar days) which is exactly 2-months past the construction completion date.

Change Order #8 will also add \$804,160.80 to the contract as a result of the 232-calendar day contract extension, increasing the total contract amount to \$8,956,307.80. BMcD's 2024 and 2025 Hourly Professional Billing Rates will remain the same for 2026.

**FISCAL IMPACT:**

Funding for Change Order #8 with Burns & McDonnell Engineering is available within the 2026 Joint Sewer System Capital Capacity Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to execute Change Order #8 with Burns & McDonnell Engineering for a contract time extension of 232-calendar days creating October 19, 2026, as the new contract completion date, and with a Contract dollar amount increase of \$804,160.80 for the additional engineering and construction inspection services provided by Burns & McDonnell Engineering.

**Attachments**

1. Memorandum\_Request for CO #8 Approval\_BMcD\_2026-02-04



## *Memorandum*

To: Mike Bennett, City Manager

Through: Randi Kim, Utilities Director

From: Lee Cooper, Wastewater Project Manager

Cc: Aaron Rice, Wastewater Services Manager

Date: February 4, 2026

**Subject: Change Order #8 with Burns & McDonnell  
Persigo WWTP Phase 1 Expansion Project**

---

Change Order Request #8 (CO #8) from Burns & McDonnell (BMcD) is attached. CO #8 includes extending BMcD's engineering and construction services contract to October 19, 2026 (232 Calendar Days) and adds \$804,160.80 to BMcD's contract for the additional BMcD services. Attached to this memo is BMcD's Change Order #8 request.

BMcD's contract time currently expires on March 1, 2026. I'm planning to request City Council approval of CO #8 at the February 18, 2026 Council meeting.

BMcD is the Engineer of Record for this Phase 1 Expansion Project and BMcD has been responsible for designing and developing the plans and specifications for construction. As the Engineer of Record, BMcD is responsible for certifying with the Colorado Dept. of Public Health & Environment (CDPHE) that the Phase 1 Expansion Project has been constructed per the design, specifications, calculations, building code requirements, safety regulations, and the wastewater process requirements as set forth by CDPHE and Mesa County. During the construction phase, which officially started on April 15, 2024, BMcD has been providing engineering design services, as well as construction inspection/oversight services during the construction phase.

The original intent of the engineering and construction services contract with BMcD was for an active construction period of 24-months (2-years) beginning January 1, 2024. Since the beginning of this project, the City, BMcD, and the Contractor (Garney Construction) have estimated the Phase 1 Project to be a 2-year project. In addition to the 2-year construction period, BMcD also included an extra 2 months beyond the construction completion date for BMcD to complete final project closeout items like producing as-built record drawings, producing the Operations & Maintenance (O&M) manuals, and certifying the project with CDPHE.

Recently, the City approved Change Order #7 with Garney Construction which extends Garney's contract completion date to August 21, 2026, from the previous completion date of April 29, 2026. Extending Garney's contract time was necessary due to several delays

## *Memorandum*

experienced during construction. These delays included construction review and approval delays as a result of CDPHE, delays resulting from Persigo's own design change requests, delays in equipment lead-times and delivery, and several weather delays.

As a result of these past delays and Garney's contract extension to August 21, 2026, the City's contract with BMcD also needs to be extended for continued engineering and construction services. The City's contract with BMcD currently ends on March 1, 2026. Change Order #8 with BMcD will extend the contract completion date to October 19, 2026 (232 Calendar Days) which is 2 months past the construction completion date.

Change Order #8 with BMcD will also add \$804,160.80 to the Contract price increasing the total Contract price to \$8,956,307.80. BMcD's 2024 and 2025 Hourly Professional Billing Rates will remain the same with the change order.

On behalf of the Phase 1 Expansion Project, I would like to request your signatures for approval of Change Order #8 to allow the City Purchasing Division to execute a Contract amendment revising Burns & McDonnell's Contract completion date to October 19, 2026, and approving the additional \$804,160.80 for the extra engineering and construction services.

The GL account for our Contract with BMcD is 904-660-975-C1064 and this account has 2026 funds available.

Recommended by: \_\_\_\_\_  
Randi Kim, Utilities Director Date

Approved by: \_\_\_\_\_  
Mike Bennett, City Manager Date



**CHANGE ORDER NO. 8**  
**For Contract between Client and Burns & McDonnell**

Project Name: Persigo WWTP Expansion BMCD Project No. 145443  
Client: City of Grand Junction Client Project No. 904-F2107-F21  
Engineer: Burns & McDonnell Contract No. 4972-22

The below noted modification(s) to subject Contract are directed by Client and accepted by Burns & McDonnell (any applicable attachments are specifically identified):

Services as detailed in Attachment A – Scope of Services for Change Order No.8

As a result of the modification(s) described above:

**The revised Contract Price is:**

|                                                                      |                                 |
|----------------------------------------------------------------------|---------------------------------|
| Original Contract Price .....                                        | \$ <u>3,340,568.00</u>          |
| Total net amount of all previous Change Orders .....                 | (+ or -) \$ <u>4,811,579.00</u> |
| Total net amount of all previous variable quantity adjustments ..... | (+ or -) \$ <u>0</u>            |
| Total net amount of this Change Order.....                           | (+ or -) \$ <u>804,160.80</u>   |
| Current Contract Price, including this Change Order.....             | \$ <u>8,956,307.80</u>          |

**The revised Contract Time is:**

|                                                                                                                                                                      | <u>Substantial<br/>Completion</u> | <u>Ready for<br/>Final Payment</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------|
| Original Completion Date(s).....                                                                                                                                     | <u>08/01/2023</u>                 |                                    |
| Total net time adjustment* of all previous Change Orders(+ or -)                                                                                                     | <u>0</u>                          |                                    |
| Total net time adjustment* of this Change Order.....(+ or -)                                                                                                         | <u>0</u>                          |                                    |
| * Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other <u>232</u> |                                   |                                    |
| Current Completion Date(s), including this Change Order .....                                                                                                        | <u>10/19/2026</u>                 |                                    |

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

CLIENT

BURNS & McDONNELL

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## Attachment A –SCOPE OF SERVICES:

This Contract amendment (“Amendment”) to the AGREEMENT is made by and between Burns & McDonnell Engineering Company, Inc. (Engineer) and City of Grand Junction (Owner), for the Persigo Wastewater Treatment Plant Expansion Phase 1 Project.

Whereas, it is the mutual desire of the parties hereto to amend the Professional Engineering Services Consultant for Wastewater Treatment Plant Expansion Projects RFP-4972-22-DH between Owner & Engineer entered into on the 7<sup>th</sup> day of April 2022, hereinafter called the “Existing Agreement.”

The construction schedule has been extended past the original final completion date and additional engineering services are required for the following tasks as originally contracted in Amendment 4. The scope of work for Amendment 8 shall be completed on or before the date indicated on the change order form. If construction is not completed within the timeline predicted, Engineer will request additional time and/or compensation for completion.

### Construction Phase Engineering Services

- Task 901 – General Administration of Construction Contract
- Task 902 – Pre-Construction Conference
- Task 903 – Progress Meetings:
- Task 904 – Construction Observation and Residential Project Representative
- Task 905 – Compliance Submittals
- Task 906 – Work Compliance Site Visits
- Task 907 – Change Orders/Work Change Directives
- Task 908 – Pre-Start-Up Workshop
- Task 909 – Equipment Operation’s Training
- Task 910 – Processes Start-Up Assistance
- Task 911 – Operations & Maintenance Manual
- Task 912 – Conduct Final Inspection
- Task 913 – CDPHE Certifications
- Task 914 – Conforming to Construction Record Drawings

## Schedule of Hourly Professional Service Billing Rates

| <u>Position<br/>Classification</u> | <u>Classification<br/>Level</u> | <u>Hourly<br/>Billing Rate</u> |
|------------------------------------|---------------------------------|--------------------------------|
| General Office *                   | 5                               | \$76.00                        |
| Technician *                       | 6                               | \$96.00                        |
| Assistant *                        | 7                               | \$118.00                       |
|                                    | 8                               | \$160.00                       |
|                                    | 9                               | \$192.00                       |
| Staff *                            | 10                              | \$219.00                       |
|                                    | 11                              | \$238.00                       |
| Senior                             | 12                              | \$268.00                       |
|                                    | 13                              | \$272.00                       |
| Associate                          | 14                              | \$279.00                       |
|                                    | 15                              | \$282.00                       |
|                                    | 16                              | \$283.00                       |
|                                    | 17                              | \$285.00                       |

### NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through January 1, 2024 through December 31, 2025. These rates are subject to revision thereafter.



## Grand Junction City Council

### Regular Session

Item #3.b.

---

**Meeting Date:** February 18, 2026  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Aaron Rice

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### Information

#### **SUBJECT:**

2026 Liquid Polymer Chemical Purchase for the Persigo WWTP

#### **RECOMMENDATION:**

Staff recommends City Council authorize the City Purchasing Division to enter into a contract renewal for 2026 for the purchase of liquid polymer from Polydyne, Inc. under an existing contract for as needed liquid polymer in the amount of \$240,043.00.

#### **EXECUTIVE SUMMARY:**

The purpose of the Contract for Liquid Polymer is to supply the Persigo Wastewater Treatment Plant with liquid polymer needed for treatment plant operation at a planned expense of \$240,043 for 2026.

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

Liquid Polymer is a chemical that is used at the wastewater treatment plant to help coagulate and flocculate digested sludge. This chemical is needed to ensure consistent, reliable, and safe operation of the facility. The Utilities Department has an existing contract with Polydyne, Inc. for liquid polymer. Polydyne, Inc. was selected through a competitive procurement process. The City entered into a contract with Polydyne, Inc. on March 24, 2023. The original contract amount was not to exceed \$81,144. The contract allowed for up to three additional one-year renewals. This renewal is the third and final renewal. This renewal will exceed \$200,000 for the first time, which requires Council approval.

#### **FISCAL IMPACT:**

The funding for liquid polymer is included in the 2026 Persigo Joint Sewer System Adopted Budget.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract renewal for 2026 to purchase liquid polymer from Polydyne, Inc. in the amount of \$240,043.00.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #3.c.

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**Meeting Date:** February 18, 2026  
**Presented By:** Jerod Timothy, Project Engineer  
**Department:** General Services  
**Submitted By:** Kyle Coltrrinari

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### Information

#### **SUBJECT:**

HVAC Roof Top Unit Replacement at the Grand Junction Convention Center

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to Execute a Purchase Order to Trane US, Inc. for a Trane 130 ton RTU rooftop unit for the Grand Junction Convention Center in the amount of \$298,462.13.

#### **EXECUTIVE SUMMARY:**

This item relates to the lifecycle replacement of a 130-ton Trane rooftop HVAC unit serving the large ballroom at the Grand Junction Convention Center. The existing unit is nearing 20 years old, exceeding its expected useful life of approximately 15 years, and presents an increased risk of failure. The ballroom is a critical operational space requiring reliable heating and cooling to support scheduled events. Replacing the unit as part of a planned lifecycle strategy helps reduce operational risk and supports continued, reliable facility operations.

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

This project involves the lifecycle replacement of a 130-ton Trane rooftop HVAC unit serving the large ballroom at the Grand Junction Convention Center. The existing unit is approaching 20 years in age, which exceeds its expected useful life of approximately 15 years. As equipment ages beyond its intended lifespan, the likelihood of mechanical failure increases and overall reliability and efficiency decline.

The large ballroom is a critical operational space within the Convention Center and requires dependable heating and cooling to support scheduled events and maintain

occupant comfort. Failure of this unit could result in significant operational disruptions, including event cancellations.

Replacing the unit as part of a planned lifecycle strategy reduces the risk of unplanned outages, limits emergency repair costs, and supports continued reliable operation of the facility. The replacement unit will be procured through **Omnia Partners, a cooperative purchasing organization**, allowing the City to utilize competitively solicited pricing while streamlining the procurement process in compliance with City purchasing requirements.

**FISCAL IMPACT:**

The cost to purchase the 130 ton RTU is \$298,462.13. Funds for this project have been budgeted for in the 2026 Facilities capital plan.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to purchase a 130-ton Trane rooftop unit through Omnia Partners in the amount of \$298,462.13.

**Attachments**

None





## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** February 18, 2026

**Presented By:** Trenton Prall, Engineering & Transportation Director

**Department:** Engineering & Transportation

**Submitted By:** Trent Prall, Engineering & Transportation Director

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### **Information**

#### **SUBJECT:**

A Resolution Supporting a Grant Application for Highway Safety Improvement Funds for 28 Road & Orchard Avenue Intersection Improvements Project

#### **RECOMMENDATION:**

Authorize the City Manager to submit an application for the 28 Road and Orchard Avenue Improvements Project in response to the Colorado Department of Transportation (CDOT) call for projects for the Highway Safety Improvement Program (HSIP).

#### **EXECUTIVE SUMMARY:**

The Highway Safety Improvement Program (HSIP) is a federal funding program administered by the Colorado Department of Transportation. Applications for funding are due February 20, 2026.

City staff recommends the \$2.25 million intersection improvements project at 28 Road and Orchard Avenue be submitted for the HSIP funding opportunity. Conceptual designs for the intersection include construction of a single lane roundabout to improve safety at the intersection while also adding capacity.

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

The Highway Safety Improvement Program (HSIP) is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The program provides federal funds (90% federal, 10% state/local) for projects that improve highway safety at locations where there is potential for crash reduction. The criteria in evaluating applications is the crash history, potential for crash reduction, and the cost benefit of the entire project. Safety improvements along all public roadways, including non-State owned roads within a local community

are eligible for HSIP funding.

The Colorado Department of Transportation (CDOT) issued a notice of funding opportunity requesting projects for HSIP funding in the fiscal year (FY) 2029 (July 2028 to June 2029) and reported that the FY2029 statewide allocation of HSIP funds for Colorado is estimated at \$21 Million.

The City Engineering & Transportation Department monitors accident history on the City's street network and had identified the 28 Road & Orchard Avenue Intersection as candidate for safety improvements in the City's 5-year Capital Improvement Program, which aligns with the timing of the funding opportunity through the HSIP for FY2029. Preliminary evaluations of accident history and modeling of the proposed safety improvements of the proposed roundabout at the 28 Road & Orchard Avenue intersection identify this improvement as a strong project meeting the goals of the HSIP.

The design of the project is proposed to begin following the notice of award of the grant funding in the summer of 2026 and extend through most of 2027, which would allow adequate time for public engagement processes prior to a construction start in 2028 when funding becomes available.

**FISCAL IMPACT:**

The project is estimated at \$2.25 million for construction of the proposed improvements. The City seeks to request \$2.0 million from the Highway Safety Improvement Program for construction of the project with a \$250,000 match to meet the requirements of the grant.

The matching funds are included City's 5-year Capital Improvements Plan within the 201 Fund.

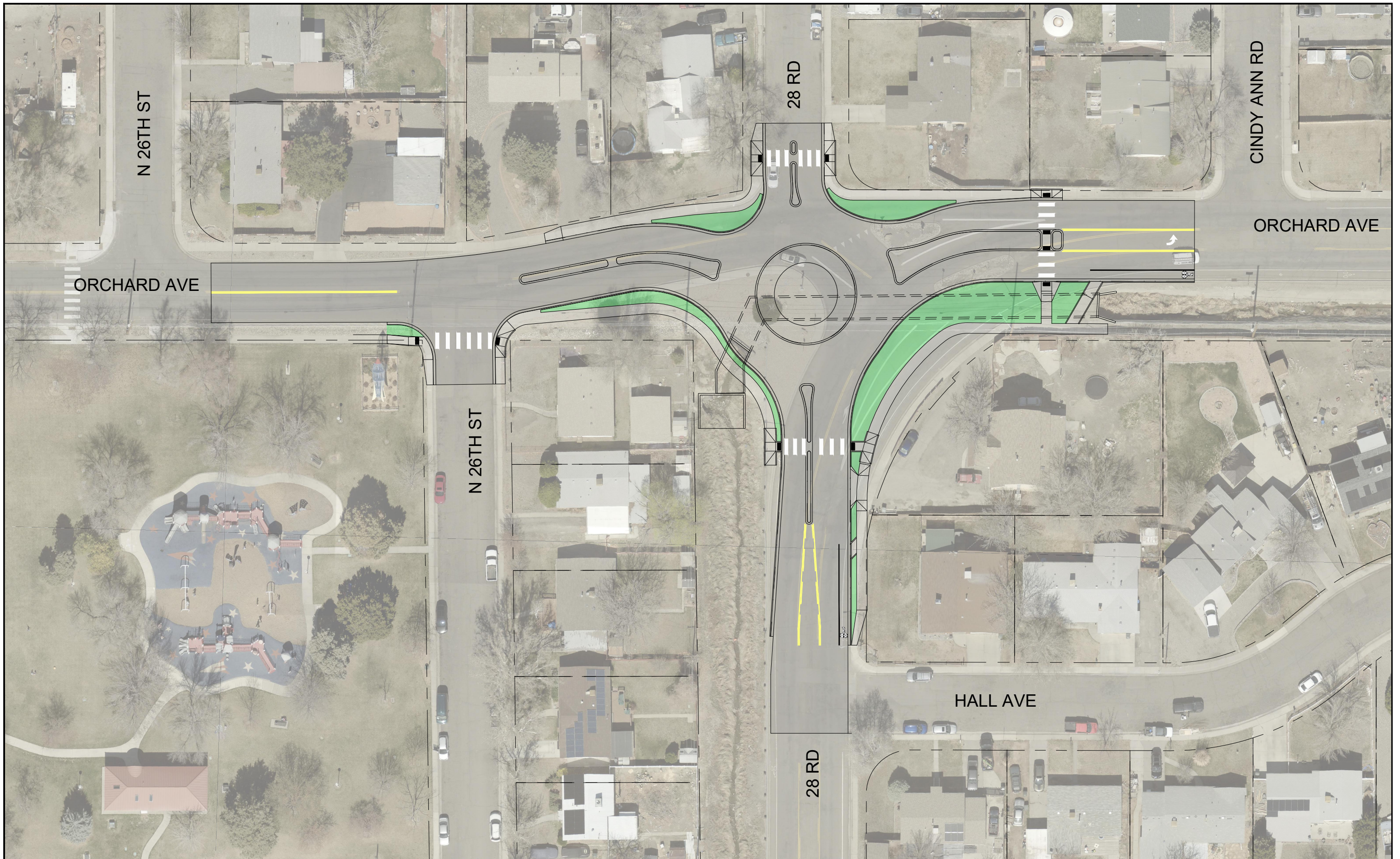
**SUGGESTED MOTION:**

I move to adopt Resolution No. 18-26, a resolution approving the City Manager to submit an application for Highway Safety Improvement Funds for 28 Road & Orchard Avenue Intersection Improvements Project.

**Attachments**

1. 28 Rd & Orchard Ave Concept Plan
2. RES- 28 Rd & Orchard Ave Intersection HSIP Resolution 20250204





| REVISION | DESCRIPTION | DATE | DRAWN BY | DATE   |
|----------|-------------|------|----------|--------|
| 1        |             |      | DJM      | 4/2025 |
| 2        |             |      | DJM      | 4/2025 |
| 3        |             |      | ##       | ####   |
| 4        |             |      | ##       | ####   |

| SCALES:              |
|----------------------|
| PLAN                 |
| HORIZONTAL: 1" = 50' |
| VERTICAL: 1" = 20'   |



ENGINEERING AND  
TRANSPORTATION DEPARTMENT  
PROJECT NO. #####

28 Rd. & ORCHARD AVE. IMPROVEMENTS  
OPTION #2  
January 28, 2026

#



**CITY OF GRAND JUNCTION, COLORADO**

**Resolution No. \_\_-26**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS FOR  
28 ROAD AND ORCHARD AVENUE INTERSECTION IMPROVEMENTS PROJECT**

The City Council of the City of Grand Junction, Colorado resolves that:

The City, by, with and through this Resolution supports and authorizes application to the Colorado Department of Transportation's (CDOT) Highway Safety Improvement Program (HSIP) Fund for the 28 Road and Orchard Avenue Intersection Improvements Project ("Project.") The intersection has an accident history that would be significantly reduced with funding and construction of the Project.

The HSIP is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The HSIP provides federal funds (90% federal, 10% state/local) for projects that improve highway safety at locations where there is potential for crash reduction. The criteria in evaluating HSIP applications is the crash history including rates, types of crashes, and severity; reduction in crash rates and severity if the project was constructed, and the cost benefit of the entire project. Safety improvements along all public roadways, including non-State owned roads within a local community are eligible for HSIP funding.

CDOT's statewide allocation for state fiscal year (FY) 2029 (July 2028 to June 2029) is estimated at \$21 million. A call for projects has been issued.

In accordance with the grant purposes, the City Engineering & Transportation Department proposes to construct a single lane roundabout at the intersection of 28 Road and Orchard Avenue.

The Project is anticipated to start construction in 2028 with completion in 2029.

The construction cost estimate is \$2.25 million. City staff is seeking HSIP funding in the amount of \$2.0 million. The City will match \$250 thousand or 11% of the construction portion of the Project. The funding for the match is included in the City's Capital Improvement Plan.

The Grand Junction City Council supports and authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any HSIP grant(s) awarded for the Project. If a grant is awarded, the City Council hereby authorizes the City Manager to sign the CDOT/HSIP grant agreement for the Project. The City staff recommends that the City Council support the grant application and if awarded that the grant be utilized for the Project.

PASSED and ADOPTED this 18th day of February 2026.

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Cody Kennedy  
President of the Council

ATTEST:

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Selestina Sandoval  
City Clerk



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** February 18, 2026  
**Presented By:** Angela Padalecki  
**Department:** City Manager's Office  
**Submitted By:** Johnny McFarland, Asst. to the City Manager

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### Information

#### **SUBJECT:**

A Resolution Authorizing the Grand Junction Regional Airport Authority Grant

#### **RECOMMENDATION:**

Staff recommends approval of this item.

#### **EXECUTIVE SUMMARY:**

This item is to approve AIP Grant offer No. 3-08-0027-090-2026 in the amount of \$1,300,450 to rehabilitate sponsor-owned FAA Contract Tower and authorize the City Manager to execute the Co-Sponsorship Agreement.

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

The FAA Improvement Program Grant offer is intended to fund the replacement of the existing roof and mechanical equipment at the Air Traffic Control Tower (ATCT). The ATCT was built in 1966 and modernized in 1996. Most of the equipment and roofing assemblies to be replaced are past their life expectancy. As creators and co-sponsors of the Airport Authority, both the City Council and the County Commissioners must also approve FAA grant awards to the Airport Authority.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item.

#### **SUGGESTED MOTION:**

I move to adopt Resolution No.19-26, a resolution authorizing the City to approve a Grant Offer for the FAA Airport Improvement Grant No. 3-08-0027-090-2026 in the amount of \$1,300,450, and authorize the City Manager to execute the Co-Sponsorship Agreement as Co-sponsor with the Grand Junction Regional Airport Authority

### **Attachments**

1. 90.0 GJT-NMG-3-08-0027-090-2026-Grant Agreement\_encrypted\_
2. RES-AIP Grant 3-08-0027-090-2026 02112026 v2





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office:  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

February 2, 2026

Ms. Linde Marshall, Chair  
Grand Junction Regional Airport Authority  
800 Eagle Drive  
Grand Junction, CO 81506

Mr. Mike Bennett, City Manager  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Mr. James J. Fletcher, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, CO 81501

Dear Ms. Marshall, Mr. Bennett, and Commissioner Fletcher:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-08-0027-090-2026 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

**You may not make any modification to the text, terms or conditions of the Grant Offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **February 27, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

**Audit Requirements.** As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Todd Minnich, (303) 342-1279, [todd.e.minnich@faa.gov](mailto:todd.e.minnich@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink that reads "Jesse A. Lyman". The signature is written in a cursive style with a large, stylized 'J' and 'L'.

Jesse A. Lyman  
Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION**

**FY 2026**

**FAA CONTRACT TOWER (FCT) PROGRAM GRANT AGREEMENT**

**Part I - Offer**

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|                          |                                                       |
|--------------------------|-------------------------------------------------------|
| Federal Award Offer Date | February 2, 2026                                      |
| <hr/>                    |                                                       |
| Airport/Planning Area    | Grand Junction Regional Airport                       |
| <hr/>                    |                                                       |
| Airport Grant Number     | 3-08-0027-090-2026 [Contract Number: DOT-FA26NM-1002] |
| <hr/>                    |                                                       |
| Unique Entity Identifier | P2MUNC6N7YM6                                          |
| <hr/>                    |                                                       |

TO: Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado

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**(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the sponsor has submitted to the FAA a Project Application dated April 23, 2025 and amended on January 15, 2026, for a grant of federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

**Rehabilitate Sponsor Owned FAA Contract Tower**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (100) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s): 20.117.**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,300,450.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,300,450 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

- a. Period of Performance:

- i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. End Date: Four (4) years to the calendar day from the date of acceptance.
- iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

- b. Budget Period:

- i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
  - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
  - ii. In accordance with 31 U.S.C. § 1552, by September 30<sup>th</sup> of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
  - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing



policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before February 27, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
  - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

**10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

**15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

**18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - i. 15 percent; or
  - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

- a. **PUBLIC SPONSORS.** The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
  - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
  - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
    - a) Severe forms of trafficking in persons;
    - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - c) The use of forced labor in the performance of this grant; or any subaward; or
    - d) Acts that directly support or advance trafficking in persons, including the following acts:
      - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
  - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:
  - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or
  - b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:
    - 1. Associated with the performance under this grant; or
    - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
  - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:
    - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or
    - b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:
      - 1. Associated with the performance under this grant; or
      - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
  - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.
  - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in

addition to all other remedies for noncompliance that are available to the FAA under this grant.

- iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
  - i. "Employee" means either:
    - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
    - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  - ii. "Private Entity" means:
    - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
    - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).

**23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 11, 2023, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

**25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

**26. Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.



- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 30. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and
  - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 31. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
  - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
    - i. Additional conditions on the award;

- ii. Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
    - iii. Any other remedy legally available.
  - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 32. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

**SPECIAL CONDITIONS**

- 33. Solid Waste Recycling Plan.** The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
- 34. Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 35. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**




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*(Signature)*

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Jesse A Lyman

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*(Typed Name)*

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Manager, Denver Airports District Office

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*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**Grand Junction Regional Airport Authority**

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



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The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
**City of Grand Junction, Colorado**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

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<sup>4</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>5</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>6</sup>

Dated \_\_\_\_\_

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**County of Mesa, Colorado**

*(Name of Sponsor)*

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*(Signature of Sponsor's Authorized Official)*

**By:**

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

*(Title of Sponsor's Authorized Official)*

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<sup>6</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>7</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

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<sup>7</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>



- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**


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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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**SPECIFIC ASSURANCES**


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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**
**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in



accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.



- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**"The (Grand Junction Regional Airport Authority, City of Grand Junction, Colorado, and County of Mesa, Colorado),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/airports/aip/aip\\_pfc\\_checklist](https://www.faa.gov/airports/aip/aip_pfc_checklist)) for AIP projects as of April 23, 2025.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and

- 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

#### **40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

RESOLUTION \_\_\_\_-26

AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council consider and approve grant offer 3-08-0027-090-2026, in the form of a Reimbursable Agreement ("Grant") for the FAA to fund the rehabilitation of the Air Traffic Control Tower (ATCT) at the Grand Junction Regional Airport. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA. The Board of County Commissioners is scheduled to review the Grant on February 17, 2026.

The Grant is for \$1,300,450.00 which will provide funding for the rehabiliatee of the ATCT.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration in the amount of \$1,300,450.00 in support of the GJRAA as described generally herein and in more detail in Airport Infrastructure Grant Agreement Number 3-08-0027-090-2026.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) Number 3-08-0027-090-2026 in the amount of \$1,300,450.00 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the City Manager and City Attorney to sign.

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Cody Kennedy  
President of the City Council

ATTEST:

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Selestina Sandoval  
City Clerk





## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** February 18, 2026

**Presented By:** Trenton Prall, Engineering & Transportation Director

**Department:** Engineering & Transportation

**Submitted By:** Trent Prall, Engineering & Transportation Director

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### **Information**

#### **SUBJECT:**

Resolution Authorizing the City Manager to Sign a Purchase and Sale Agreement with Public Service Company of Colorado for the Acquisition of Real Property for the Four Canyons Parkway Project

#### **RECOMMENDATION:**

Approve Resolution to Authorize the City Manager to sign an Amendment to the Purchase and Sale Agreement with Public Service Company of Colorado for acquisition of property for the Four Canyons Parkway Project.

#### **EXECUTIVE SUMMARY:**

This item is for an amendment of an existing Purchase and Sale Agreement with Public Service Company of Colorado for the purchase of a 2.52-acre parcel identified by Mesa County Tax Assessor Parcel Number 2945-041-00-164 necessary for the construction of the Four Canyons Parkway Project. This action will amend the final purchase price to \$385,000.00 based on appraisal data that was obtained during the due diligence period outlined in the terms of the agreement prior to the real estate closing.

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

The City of Grand Junction City Council approved Resolution 25-25 on May 21, 2025 which authorized the City Manager to enter into a Purchase and Sale Agreement with Public Service Company of Colorado (PSCo) for the acquisition of a 2.52-acre parcel for the construction of the Four Canyons Parkway project. The provisions of the Purchase and Sale Agreement granted the City a license with the rights to start construction of the project and included a feasibility period to allow PSCo to perform additional due diligence prior to a real estate closing. The terms of the agreement also established an initial purchase price offer of \$301,850 and allowed the Seller to obtain an appraisal to confirm that the offer is aligned with a fair market value.

The Seller Appraisal was received on December 5, 2025, with an opinion of Market Value more than 10% greater than the initial purchase price offered. Subsequent negotiations led to a counteroffer from PSCo in the amount of \$385,000, which is supported by the appraisal data. If accepted, the City and PSCo will need to execute an amendment to the Purchase & Sale Agreement to revise the purchase amount and close on the property.

**FISCAL IMPACT:**

Funding for acquisition of property for the Four Canyons Parkway project is included in the Transportation Capacity Fund of the 2026 Adopted Budget.

**SUGGESTED MOTION:**

I move to adopt Resolution No. 20-26, a resolution Authorizing the City Manager to sign a Purchase and Sale Agreement with Public Service Company of Colorado (dba Xcel Energy) for acquisition of property identified by Mesa County Tax Parcel Number 2946-041-00-164 with a finding that such property is necessary for the Four Canyons Parkway Project.

**Attachments**

1. RES-Four Canyons Pkwy PSA 02062026

RESOLUTION NO. \_\_-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO (DBA XCEL ENERGY) FOR THE ACQUISITION OF PROPERTY IDENTIFIED BY MESA COUNTY TAX ASSESSOR PARCEL NUMBER 2945-041-00-164 WITH A FINDING THAT SUCH PROPERTY IS NECESSARY FOR THE CONSTRUCTION OF THE FOUR CANYONS PARKWAY IN GRAND JUNCTION.

RECITALS:

The Four Canyons Parkway (fka and aka F 1/2 Parkway) ("Project") is a key transportation expansion initiative aimed at improving connectivity and supporting regional growth. Phase 1 of the Project, which included the construction of the roundabout at 24 1/2 Road and Four Canyons Parkway, was completed on January 9, 2025. That construction provided critical infrastructure to support expanding to Phase 2 of the Project between 24 1/2 and Patterson Roads.

Public Service Company of Colorado owns a 2.52-acre parcel of land along the proposed alignment for the Project ("Xcel Property.") The Xcel Property is necessary for the construction of the Project.

City Council passed Resolution 25-25 on May 21, 2025 authorizing the City Manager to purchase the Xcel Property and enter into a License Agreement. The City's appraiser determined that the reasonable market value and just compensation for the City's acquisition of the Xcel Property is \$301,850.00. That appraisal would serve as a basis for the acquisition of the Xcel Property by eminent domain, if necessary. Although the City has been in communication with Xcel for approximately two years before Resolution 25-25, including having discussions of a use agreement, and by offering to purchase the Xcel Property for the appraised value, the Company proposed to sell the Xcel Property using a Purchase and Sale Agreement (Sale in lieu of Condemnation) ("Agreement."), which is included in Resolution 25-25. Because the agreement will take additional time to consummate, Xcel Energy offered the City the right to begin construction on the Xcel Property by way of a License Agreement. While the License Agreement did allow the City to begin construction of the Project on the Xcel Property it does not confer any ownership, and if the Purchase and Sale Agreement is not finalized, Xcel Energy could require that the City remove any work on the Project performed in accordance with the License Agreement. Since the passage of Resolution 25-25, the City has constructed and installed improvements onto the Xcel Property under the License Agreement.

Xcel conducted their own appraisal for the parcel which valued the parcel at \$400,000.00. The City and Xcel have negotiated for the purchase price of the Xcel Property given the difference between the City's \$301,850.00 appraised value and Xcel's \$400,000.00 appraised valuation. Xcel was only willing to lower their offer to \$385,000.00

This Resolution authorizes the City Manager to sign a Purchase and Sale Agreement with Xcel Energy for the acquisition of the property for the negotiated price of \$385,000.

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

1. That in consideration of the Recitals and with the finding that the acquisition of the Xcel Property is necessary for the construction of the Four Canyons Parkway in Grand Junction the City Council hereby authorizes the purchase of the Xcel Property for \$385,000.00.
2. That the City Council hereby authorizes the expenditure of \$385,000.00 to be paid at closing plus normal and customary closing costs for the purchase of the Property as provided in the Agreement.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Purchase and Sale Agreement included in Resolution 25-25, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to complete the use and purchase of the Xcel Property for Project purposes, all to support and advance the public health, safety and welfare.

PASSED and ADOPTED this \_\_\_\_ day of February 2026.

\_\_\_\_\_  
Cody Kennedy  
President of the City Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.a.i.

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**Meeting Date:** February 18, 2026  
**Presented By:** Thomas Lloyd, Planning Manager  
**Department:** Community Development  
**Submitted By:** Thomas Lloyd, Planning Manager

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### **Information**

#### **SUBJECT:**

An Ordinance Rezoning Approximately 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), Located at the Northeast Corner of the Intersection of Patterson Road and 29 Road

#### **RECOMMENDATION:**

The Planning Commission heard this request at the January 13, 2025 meeting and voted (5-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

Lucky Me Premises LLC, property owner, is requesting a rezone of a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-8(Residential Medium 8) to MU-2 (Mixed-Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. The requested MU-2 zone district would be consistent with the Comprehensive Land Use Map designation of Commercial, if approved.

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

##### **BACKGROUND**

The subject properties are situated on the northeast corner of 29 Road and Patterson Road. The property consists of eight parcels and hosts an existing convenience store with a fuel station and carwash. The property owner would like to rezone the property in anticipation of redeveloping the property. The current zoning of the properties is MU-1 on 2 acres and RM-8 on 1.60 acres. The owner of the property would like to rezone the property to the MU-2 zone district. The Comprehensive plan assigns this property a land use designation of Commercial. The Land Use Map, as adopted, supports the MU-2 zone district. The "Commercial" land use designation is implemented through zone districts which are comprised of commercial uses, offices, retail, medical offices, higher

density housing, small warehouses, light industrial uses, and places of worship.

The request for a rezone anticipates future commercial and residential uses on the property, however it is important to note that all uses allowed in the MU-2 zone district would be permitted in this property.

The purpose of the MU-2 district is to accommodate commercial, employment, multi-unit, and other uses along transportation corridors to promote development that is comfortable accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses.

In addition to the MU-2 zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Commercial:

- a. CG (Commercial General)
- b. P-2 (Public, Civic, and Institutional Campus)
- c. PD (Planned Development)

The properties adjacent to the subject property to the north and east are zoned RL-5 (Residential Low 5). The properties to the west across 29 Road are zoned P-2. The properties to the south across Patterson Road are zoned PD.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 9, 2025, at 5:30 pm, in accordance with Section 21.02.030(c) of the Zoning and Development Code. City staff were present along with the applicant, their consultants, and 5 attendees. Information was presented regarding the request, the timeline of the request, opportunities for public comments, and public notifications for the rezone request.

Notice was consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with a public hearing notice sign. 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 December 12, 2025. The notice of this public hearing was published December 13, 2025, in the Grand Junction Daily Sentinel.

## **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

**(A) Consistency.** The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.



The proposed rezone to MU-2 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 requested zoning of MU-2 is compatible with and is an implementing zone district for the Comprehensive Plan Land Use Map designation of Mixed Use.

*Plan Principle 2: Resilient and Diverse Economy*

Plan Principle 2 of the Comprehensive Plan emphasizes encouraging economic diversity and focuses on strengthening Grand Junction's long-term economic health by supporting a diversity of business types, encouraging locations where business can thrive with good visibility and access, and creating land use patterns that are able to adapt to economic shifts over time. MU-2 is one of the City's most effective tools for implementing principle 2 because it creates a development environment where economic diversity and resilience can occur. MU-2 allows a broader range of commercial uses than MU-1 while also allowing residential uses that can help support the commercial uses, making them more resilient. MU-2 is also designed for parcels located along transportation corridors. This location at the corner of two arterials in Patterson and 29 Road is a logical place for corridor commercial mixed use. MU-2 therefore strengthens the resilience of the local economy by diversifying use types and enabling incremental redevelopment along key corridors.

*Plan Principle 3: Responsible and Managed Growth*

Plan Principle 3 focuses on guiding development into areas within the City where the City has already invested in transportation, utilities, public safety, parks, and other core services. It encourages infill, reinvestment, and land-use efficiency rather than fringe greenfield development. Rezoning this property to MU-2 channels growth to areas with existing infrastructure capacity. This area already has adequate road infrastructure, existing water and sewer systems, and public safety areas with short response times. By zoning this to MU-2 consistent with the comprehensive plan, the City leverages past capital investments rather than extending infrastructure and increasing density in new greenfield areas and creating a long-term fiscal burden. MU-2 also encourages redevelopment and intensification on parcels that are partially developed and underutilized. This property is ripe for redevelopment and is currently underutilized with a large portion of it being undeveloped property. Rezoning the property to MU-2 will encourage more compact development forms and gives the property more options for redevelopment. MU-2 also allows the level of intensity and mix of uses appropriate for corridor sites, ensuring that these high-visibility, high-accessibility locations are used to their full potential. Further, by accommodating additional housing and commercial space inside the existing urban footprint, MU-2 helps limit sprawl and the need for new infrastructure extensions.

*Plan Principle 5: Strong Neighborhoods and Housing Choices*

Plan Principle 5 aims to ensure that Grand Junction develops as a community with strong, connected neighborhoods supported by a diverse range of housing options. Its purpose is to provide housing that meets the needs of people at all stages of life and income levels, while promoting walkable, mixed-use environments with access to services, amenities, and transportation. By encouraging reinvestment, housing variety, and neighborhood vitality, this principle guides land-use decisions that create resilient, inclusive, and vibrant neighborhoods across the city. MU-2 expands the variety of housing types available. It allows apartments, single family attached, and mixed-use residential, providing multiple options beyond the limited choices permitted in traditional residential zone districts. MU-2 also supports housing for a range of incomes and household types. By enabling higher-density uses, MU-2 helps accommodate diverse housing needs, including housing for young professionals, workforce households, and smaller families.

*Plan Principle 6: Efficient & Connected Transportation*

Plan Principle 6 of the Comprehensive Plan calls for development patterns that support efficient, multimodal transportation networks. MU-2 zoning directly advances Principle 6 by establishing the land-use pattern, intensity, and walkable urban form needed to support multimodal transportation along key corridors. By allowing higher residential densities and mixed-use development, MU-2 produces the population, employment, and service concentrations necessary to sustain transit, enhance bicycle connectivity, and encourage walking. The district's design standards promote buildings that frame the street, reduce reliance on vehicles, and create safe, comfortable environments for all travel modes. This compact, corridor-focused development pattern improves the efficiency of the transportation system, reduces vehicle miles traveled, and aligns with the Comprehensive Plan's long-term strategy of creating connected, multimodal corridors that serve both residents and businesses.

Thus, staff finds that this criterion has been met.

**(B) Development Patterns.** The proposed zoning will result in logical and orderly development pattern(s).

The requested rezoning to MU-2 is appropriate given the subject property's location and its relationship to surrounding land uses. MU-2 is specifically designed for corridor-scale mixed-use development, making it a logical and orderly progression from lower-intensity residential districts such as RM-8 and MU-1 to more intensive commercial or employment uses typically found along major transportation routes. This zoning district supports both vertical and horizontal transitions, allowing ground-floor commercial uses with residential units above, which provides an effective buffer between corridor activity and adjacent lower-density neighborhoods while still maximizing the property's potential. The corridor framework also means that supporting infrastructure—streets, utilities, transit access, and related improvements—is generally already in place or planned to accommodate higher-intensity development, enabling the City to capitalize on existing public investments rather than extending services outward. Additionally,

rezoning to MU-2 encourages infill and redevelopment instead of greenfield expansion, reinforcing the community's goals for compact, efficient, and walkable urban form. This type of development pattern reduces sprawl, makes more efficient use of infrastructure, and aligns directly with the Comprehensive Plan's emphasis on reinvesting within established areas to create sustainable, mixed-use neighborhoods

Thus, staff finds that this criterion has been met.

**(C) Benefits.** The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Rezoning the property to MU-2 provides several strategic benefits that directly support community priorities and implement key goals of the Comprehensive Plan. Increasing zoning capacity enables a broader variety of multi-unit housing types in close proximity to services, advancing Principle 5's objective of offering diverse housing choices and helping the city address long-term housing supply and affordability. The MU-2 district also facilitates commercial and employment-generating uses, allowing the site to contribute to corridor-based economic development consistent with Principle 2, which emphasizes building a resilient and diverse local economy. Concentrating new growth within transportation corridors enhances walkability, supports transit use, and strengthens multimodal mobility options, aligning with Principle 6's directive to promote efficient and connected transportation systems while reducing automobile dependence and improving sustainability. The more intensive, mixed-use development pattern allowed in MU-2 also makes more efficient use of existing public infrastructure and services, lowering per-unit service costs and improving the long-term fiscal sustainability of public investments. In addition, MU-2 encourages active, vibrant street environments by supporting ground-level commercial uses, pedestrian activity, and residential density, contributing to high-quality placemaking along the corridor. Finally, because the rezoning directly implements the Comprehensive Plan's long-range growth vision, the benefits extend well beyond the current development proposal, supporting the community's broader goal of creating resilient, well-connected, and economically vibrant neighborhoods.

Thus, staff finds that this criterion has been met.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Lucky Me Premises LLC rezone request, a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-8(Residential Medium 8) to MU-2 (Mixed-Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road, the following findings of facts have been made:

The request has met the criteria identified in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.

The Planning Commission heard this request at the January 13, 2026 meeting and voted (5-0) to recommend approval of the request.

**FISCAL IMPACT:**

There is no associated fiscal impact with this request.

**SUGGESTED MOTION:**

I move to adopt Ordinance No.5309, an ordinance rezoning a total of 3.60 Acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed - Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293.

**Attachments**

1. Exhibit 1 - Development Application (2)
2. Exhibit 2 - Maps
3. Exhibit 3 - Legal Description
4. Planning Commission Minutes - 2026 - January 13
5. ORD Lucky Me Center RZN-2025-293 (1)



## 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: Annexation/Zone of Annexation

See attached Legal Descriptions on 2nd page

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

Existing Land Use Designation: Commercial

Existing Zoning: MU-1

Proposed Land Use Designation: Mixed Use

Proposed Zoning: MU-2

### Property Information

Site Location: 2902 Patterson Rd. Grand Junction, CO 81504

Site Acreage: 0.51 +/-

Site Tax No(s): 2943-053-53-010

Site Zoning: MU-1

Project Description: development of an 11,200 Sf Convenience store with an associated Fuel Sales/Service as well as a 48-unit Multifamily project on a total of 3.45 acres. The properties are currently zoned MU-1 and RM-8, therefore a Rezone to MU-2 is being requested. MU-2 would allow the Fuel Sales/Service use as well as the requisite density that is being requested for the Multifamily portion of the project. A simple Subdivision will also be required to consolidate the 8 current parcels into the requisite 2 parcels for development. A Major Site Plan will be required for the Fuel Sales/Convenience Store and the Multifamily Development.

### Property Owner Information

Name: Lucky Me Premises LLC

Street Address: 2902 Patterson Rd.

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-250-0251

E-Mail: Alex@luckyme@gj.com

Fax #: \_\_\_\_\_

Contact Person: Alex Vat

Contact Phone #: \_\_\_\_\_

### Applicant Information

Name: Lucky Me Premises LLC

Street Address: 2902 Patterson Rd.

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-250-0251

E-Mail: Alex@luckyme@gj.com

Fax #: \_\_\_\_\_

Contact Person: Alex Vat

Contact Phone #: \_\_\_\_\_

### Representative Information

Name: KKLCD

Street Address: 342 North Ave

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #: \_\_\_\_\_

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

**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: \_\_\_\_\_

*Kim Kerk*

*Please print and sign*

Date: 11/26/2024

Signature of Legal Property Owner: \_\_\_\_\_

*Alex Komphak Vat*

*Please print and sign*

Date: 01/27/25





# OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY

(a) Lucky Me Premises LLC ("Entity") is the owner of the following property:

(b) 2902 and 2904 Patterson Rd., 606 and 603 29 Rd. + parcel #'s 2943-053-53-005,  
2943-053-53-006 2943-053-53-007 and 2943-053-00436

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) \_\_\_\_\_

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: Alex Kompheak Vat Ratha

Printed name of person signing: Alex Vat, Member and Ratha Vann, Member

State of Colorado )

County of Mesa ) ss.

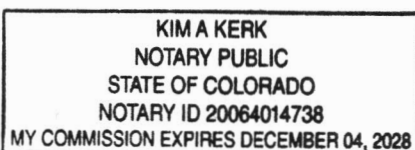
Subscribed and sworn to before me on this 30<sup>th</sup> day of April, 20 25  
by Alex Kompheak Vat and Ratha Vann

Witness my hand and seal.

My Notary Commission expires on

04/2028

Kim A. Kerk  
Notary Public Signature







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

1. This Statement of Authority relates to an entity named  
**Lucky Me Premises LLC**  
And is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a: **Colorado limited liability company**
3. The mailing address for the entity is:  
**2219 DaVinci Place, Grand Junction, CO 81507**
4. The entity is formed under the laws of: **Colorado**
5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:  
**Alex Vat, Member and Ratha Vann, Member**
6. The authority of the foregoing person(s) to bind the entity is ☒ Not limited OR ☐ Limited as follows:  
\_\_\_\_\_
7. Other matters concerning the manner in which the entity deals with interest in real property:  
**None**

Dated this 3rd day of January, 2018

**Lucky Me Premises LLC, a Colorado limited liability company**

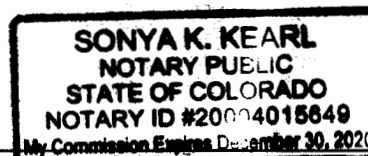
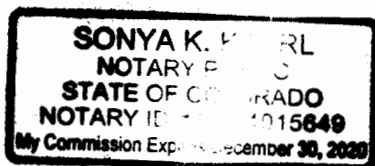
By: \_\_\_\_\_

State of Colorado )  
 ) ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 3rd day of January, 2018, by Alex Vat, as Member of Lucky Me Premises LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public



Statement of Authority  
Order No. 53023SK



## Lucky Me/2902 Patterson Neighborhood Meeting Notes – 4/9/2025:

The virtual meeting on Team Meets began at 5:34 pm. In attendance were four neighbors, City of Grand Junction Planner Thomas Lloyd, Project Manager Kim Kerk and Traffic Engineer Skip Hudson. (see attached sign-in sheet).

Kim Kerk, Project Manager (PM) is the representative working for the Developers to coordinate the project. All comments will be submitted to the City of Grand Junction for the submittal process.

Kim started the meeting by introducing herself, Planner-Thomas Lloyd and Traffic Engineer-Skip Hudson. She explained that the property at 2902 Patterson is zoned MU-1 and that we are asking to change the zoning to MU-2. There are eight parcels in total

Questions and discussion points are as follows:

Q) Why change the zoning?

A) Because all eight parcels do not have the same zoning, we are combining the parcels together rezone to MU-2 Zoning.

Q) If MU-2 goes through, what can they build?

A) Gas stations are an allowed use in MU-2, the Developers intent is to build a new gas station. MU-2 allowed uses below:

Mixed-Use Corridor (MU-2) (1) Intent The MU-2 district is intended to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses. MU-2 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

Q) Is the car wash staying?

A) No, it will be demolished.

Q) Will the gas station be a diesel station for semis?

A) No, it will not be.

Q) Why hasn't the property at 2908 Patterson Rd. been demolished?

A) The property owner has been notified by Certified Mail, phone call and in person with no response.

Skip Hudson-Traffic Engineer explained the traffic circulation as part of the upcoming Site Plan.

Kim Kerk-Project Manager touched briefly on a newer, modern design including a drive through window. The neighbors were shown the Conceptual Sketch.

Both Thomas and Kim Kerk expressed that they are available at any time by phone or email and will update them on any changes with the project going forward.

The meeting adjourned at 6:20 pm.





**Rezone Application  
Lucky Me Convenience Store  
and Adjacent Parcels  
Grand Junction, CO 81504**

**Review 2 – Response to Comments  
July 31, 2025**

**General Project Report-Rezone**  
**Lucky Me Center**  
**2902 Patterson Road and Adjoining Parcels**  
**Grand Junction, Colorado 81504**

Date April 29, 2025 / Review 2 – Response to Comments 07/31/25

Prepared by Kim Kerk, Project Manager

Submitted to City of Grand Junction - Community Development  
250 N. 5<sup>th</sup> Street Grand Junction, CO 81501

Planner Thomas Lloyd, Sr Planner

Project Lucky Me Center - Rezone

Property Address Grand Junction, CO 81504  
2902 Patterson Road  
2904 Patterson Road  
603 29 Road  
606 29 Road  
(Note – Four lots do not have current addressing)

Tax Parcel Numbers # 2943-053-53-010  
# 2943-053-53-004  
# 2943-053-53-008  
# 2943-053-53-007  
# 2943-053-53-005  
# 2943-053-53-006  
# 2943-053-53-009  
# 2943-053-00-136



**Site Location**  
**2024 City/County Air Photo**



**Project Description & Introduction:**

Kim Kerk Land Consulting & Development represents the property owner, Lucky Me Premises LLC. This rezoning request is submitted on behalf of Lucky Me Premises. The subject project property contains 3.63 +/- acres and is located near the intersection of 29 Road and Patterson Road, Grand Junction, CO 81504. Currently, all parcels are zoned MU-1, except the vacant 1.6 acre flag lot which is zoned RM-8.

Upon approval of the Rezone request, the overall development project, known as Lucky Me Center, will have two phases. Phase 1 will include demolition of the existing structures followed by construction of a new 11,200 SF +/- convenience store with an associated fuel sales/service facility. Phase 2 will include construction of a 48-unit multi-family residential project. The two phases will be constructed sequentially.

Therefore, this request is to Rezone the entire project site to MU-2, which will allow the fuel sales/service facility use, as well as the requisite density that is being requested for the multi-family project phase.

### **Existing Parcel Use and Description**

#### **Parcel 1: 2902 Patterson Road - Parcel # 2943-053-53-010**

LOTS 1 AND 2 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized by the existing convenience store and fuel service facility.

#### **Parcel 2: 2904 Patterson Road - Parcel # 2943-053-53-004**

LOT 4 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

##### **Parcel 2-A:**

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN; THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET; THENCE S89°59'28"E A DISTANCE OF 330.47 FEET; THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS; THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for paved vehicle access and parking.

#### **Parcel 3: 606 29 Road - Parcel # 2943-053-53-008**

LOT 8 OF "PLAZA 29", ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for a food truck operation with paved parking with minimal landscaping.

#### **Parcel 4: 603 29 Road - Parcel # 2943-053-53-007**

LOT 7 OF "PLAZA 29", ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for a self-service car wash facility with paved access and parking.

**Parcel 5: No address - Parcel # 2943-053-53-005**

LOT 5 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

**Parcel 5-A:**

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN; THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET; THENCE S89°59'28"E A DISTANCE OF 330.47 FEET; THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS; THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for unpaved vehicle access and parking.

**Parcel 6: No address - Parcel # 2943-053-53-006**

LOT 6 OF "PLAZA 29", FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

**Parcel 6-A:**

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN; THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET; THENCE S89°59'28"E A DISTANCE OF 330.47 FEET; THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS; THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for unpaved vehicle access and parking.

**Parcel 7: No address - Parcel # 2943-053-53-009**

LOT 9 OF "PLAZA 29", FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

**Parcel 7-A:**

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST,

OF THE UTE MERIDIAN; THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET; THENCE S89°59'28"E A DISTANCE OF 330.47 FEET; THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS; THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently being utilized for unpaved vehicle access and parking.

**PARCEL 8: No address - Parcel # 2943-053-00-136**

A PARCEL OF LAND IN THE SW¼ SW¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 429.00 FEET; THENCE EAST 660.00 FEET; THENCE SOUTH 165.00 FEET; THENCE WEST 330. 00 FEET; THENCE SOUTH 264.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 5; THENCE WEST ALONG SAID SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; EXCEPT "PLAZA 29" FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52; AND EXCEPT THE MOST WESTERLY 30 FEET THEREOF FOR 29 ROAD RIGHT OF WAY PURPOSES; AND ALSO EXCEPT THE MOST SOUTHERLY 30 FEET THEREOF FOR PATTERSON ROAD; AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO IN QUIT CLAIM DEED RECORDED OCTOBER 9, 1980 UNDER RECEPTION NO. 1236883 IN BOOK 1279 AT PAGE 573; AND ALSO EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE COUNTY OF MESA IN QUIT CLAIM DEED RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295483 IN BOOK 1379 AT PAGE 100, COUNTY OF MESA, STATE OF COLORADO.

This parcel is currently vacant undeveloped land.

**Project Public Benefit**

Current zoning for the subject parcels include both MU-1 and RM-8. The requested Rezone to MU-2 for all parcels will better accommodate the owner's future plans for these properties. The intent of the MU-2 Zone (Mixed-Use Corridor), is to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. The City's 2020 Comprehensive plan Future Land Use Map identifies these parcels as Commercial. The Mixed-Use Light Commercial (MU-2) designation is an implementing zone district of the Commercial designation.

The project as proposed will provide improved neighborhood commercial services (fuel station and convenience store) and additional multi-family residential units, located within walking distance of a major grocery store and associated commercial businesses.

Additionally, the final project design will improve the existing traffic access/egress for the site while accommodating the existing business (2906 Patterson Road) which currently shares the Patterson Road access/egress point. This right-in/right-out point will be enhanced along with updated CCRs to provide access to the upgraded 29 Road access point resulting from the overall project plan.

## **Project Neighborhood Meeting**

The Neighborhood meeting was held virtually on April 9<sup>th</sup> at 5:30pm. The meeting notes and attendance list are submitted along with the rezone request packet via CSS.

## **Project Compliance, Compatibility, and Impact**

### **21.02.150(b) Code amendment and rezoning.**

Applications for Rezoning shall meet the common review procedures for major development applications in GJMC § 21.02.050(b), with the following modifications:

#### **(i) Public Notice and Hearing Requirements.**

( The application for Rezoning shall be scheduled for public hearings  
A before the Planning Commission and City Council and shall be  
) noticed pursuant to GJMC § 21.02.030(g).

T (B) The Planning Commission or City Council may add additional  
h property to be considered for a Rezoning if such additional property  
e is identified in the notice.  
a

#### **(ii) Review Criteria.**

p An applicant for Rezoning has the burden of producing evidence that  
l proves each of the following criteria:  
i  
c

#### **(A) Consistency.**

The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

***The City's 2020 Comprehensive Plan's Future Land Use Map identifies these parcels as Commercial. The Mixed-Use Light Commercial (MU-2) designation is an implementing zone district of the commercial designation.***

#### **(B) Development Patterns.**

The proposed zoning will result in logical and orderly development pattern(s).

***Public and community facilities are adequate to serve the type of scope and land use proposed. All services and facilities currently exist to serve the property.***

i  
l  
b  
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:

(  
A  
)

**(C) Benefits.**

The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

***The requested re-zone will allow for compatible in-fill development and will provide more accessible access to needed commercial services for the neighborhood and community area.***

*City Planning Staff recommended referencing specific policies, goals, and strategies of the Comprehensive Plan to demonstrate how this rezone request aligns with the City's long-term vision.*

Review of the City's 2020 Comprehensive Plan indicates the following objectives and strategies relevant to this rezone request:

## **Chapter 2 – Plan Principles**

Plan Principle 2: Resilient and Diverse Economy

2 - Support the development of a diverse, educated, healthy, and adaptable workforce

C - Urban Reinvestment

Continue efforts to revitalize Downtown and other mixed-use areas to create vibrant urban areas attractive to young professionals and other workers.

***This re-zone to MU-2 will accommodate the site to provide both commercial and residential use making it more attractive to young professionals and other workers with close access to existing commercial centers and the new City Recreational Center.***

6 - Invest in Key Infrastructure that Supports Businesses

A – Attainable Housing

Encourage the development of attainable housing for early and mid-career employees consistent with the City's housing goals

***This development will provide early and mid-career employees with one and two-bedroom housing options along with minimal maintenance requirements.***

D – Regional Amenities

Continue to invest in parks, recreation, and its connected trail system that serve as attractions for tourism and amenities for locals.

***This project will be located within ¾ of a mile walking, biking, and/or walking distance to the Community Recreation Center, currently under construction.***



E – Core Infrastructure

Continue to strategically invest in transportation and utility infrastructure to serve business and implement the Grand Junction Circulation Plan's Function Classification and Active Transportation Maps.

***This project will utilize existing transportation and utility infrastructure to serve both the commercial and residential portions of this Mixed Use development.***

Plan Principle 3: Responsible and Managed Growth

2 - Encourage Infill and Redevelopment to Leverage Existing Infrastructure

A – Underutilized Properties

Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings including, but not limited to:

ii - infill of existing surface parking lots

***This redevelopment project will reutilize an existing nonutilized paved parking lot into a functional paved lot for access and parking in a better controlled atmosphere.***

iii - consolidation and assembly of properties to improve and coordinate the redevelopment of blocks or segments of corridors where a property-by-property approach would limit development potential

***This mixed-use project will combine 8 individual parcels into one new parcel with two phases of construction for full site development.***

6 - Support the development of neighborhood-centered commercial uses and mixed-use development

A – 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

***This parcel will be redeveloped to continue the overall plan for mixed-use for this established neighborhood which currently consists of single family and multiple-family residential units, commercial businesses, automotive fueling stations, new park/recreation facilities, schools, and religious institutions.***

C – Walkable Centers

Support the development of walkable community/neighborhood commercial centers that provide a variety of services and amenities to the immediate area, expand housing options, and/or provide live-work opportunities.

***This project will continue the development of walk-able spaces in this established neighborhood utilizing existing grocery store center and associated individual commercial service spaces.***

**D – Density/Intensity**

Encourage the transition of low-intensity or otherwise obsolete single-use centers to higher intensity, mixed use centers over time. Emphasize strategies that will expand housing options and available services within the immediate neighborhood.

***The planned multi-unit residential structure will help move this neighborhood into a higher density mixed- use center transitioning from the existing single-family detached units.***

**Plan Principle 5: Strong Neighborhoods and Housing Choices**

**4 - Promote the integration of transportation mode choices into existing and new neighborhoods**

**B – Connectivity and Access**

Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

***This redevelopment project is located along the Patterson Road corridor that has an established public transit route with bus stop, dedicated bike lanes and detached sidewalks for safe pedestrian utilization.***

**Plan Principle 6: Efficient and Connected Transportation**

**2 - Actively manage transportation systems and infrastructure to improve reliability, efficiency, and safety**

**F – Access Management**

Plan, implement, and support the development of Access Control Plans (e.g., Patterson Road and North Avenue) in partnership with CDOT and Mesa County to improve safety and circulation for all modes while minimizing impacts on adjoining roads, existing residential neighborhoods, and businesses. Implement incremental access improvements as opportunities arise.

***This redevelopment project will utilize improved lot access off Patterson Road via an improved right in-right out access point and improved access off 29 Road. Reconfigured intersection designs of Patterson Road north on 29 Road are currently being evaluated.***

## **CHAPTER 3 LAND USE AND GROWTH**

**Intensification and Tiered Growth Plan**

Intensification of the City should be achieved through infill, redevelopment of underutilized properties, and new development of vacant lots.

**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.

***This project is located within existing City Limits and has sufficient surrounding infrastructure already in place to serve the needs of this redevelopment project.***

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.

***This project includes reuse of existing paved parking areas and utilizing a historically vacant lot for the 48-unit, multi-story residential structure***

#### Land Use Designations

Mixed Use

Range of Density

- Greater than 8 dwelling units per acre.

***Development plans for the residential portion of the project will equate to 14 units per acre***

Land Uses

- Primary: commercial, retail, employment, and service-oriented uses, higher density housing.

***This project will include a commercial/retail fueling convenience store and a 48-unit, multi-story residential structure***

#### Characteristics

- Provides opportunities for higher density/intensity of development with a mix of uses along transportation corridors and within districts such as the University District to serve adjacent neighborhoods and the broader community.

***This project is located along the Patterson Road corridor which is identified as a Principal Arterial.***

- Provides residential uses with a range of higher densities and types.

***This project includes a residential multi-story structure with 48 individual units, both one and two-bedroom units.***

- Located in areas within walking distance of services and amenities where pedestrian- and transit-oriented development is desired.

***This project is located across Patterson Road from a major grocery store center and other individual commercial units; is located along a GVT route with a designated pick-up/drop-off stop; and, established pedestrian and bicycle routes.***

## **Project Supporting Information**

### **Land use in surrounding areas**

Existing land use:

North – Religious institution with paved parking and undeveloped areas (RL-5)

East – Single family residential units (RL-5)

South – Patterson Road and various commercial businesses (PD)

West – 29 Road and open space (P-2) and single-family residential units beyond (PD)

## **Conclusion**

In consideration and in conformance of the City's 2020 Comprehensive Plan Future Land Use Map the applicant respectfully submits this request to Rezone from MU-1 and RM-8 to MU-2.



# Lucky Me Center - Aerial

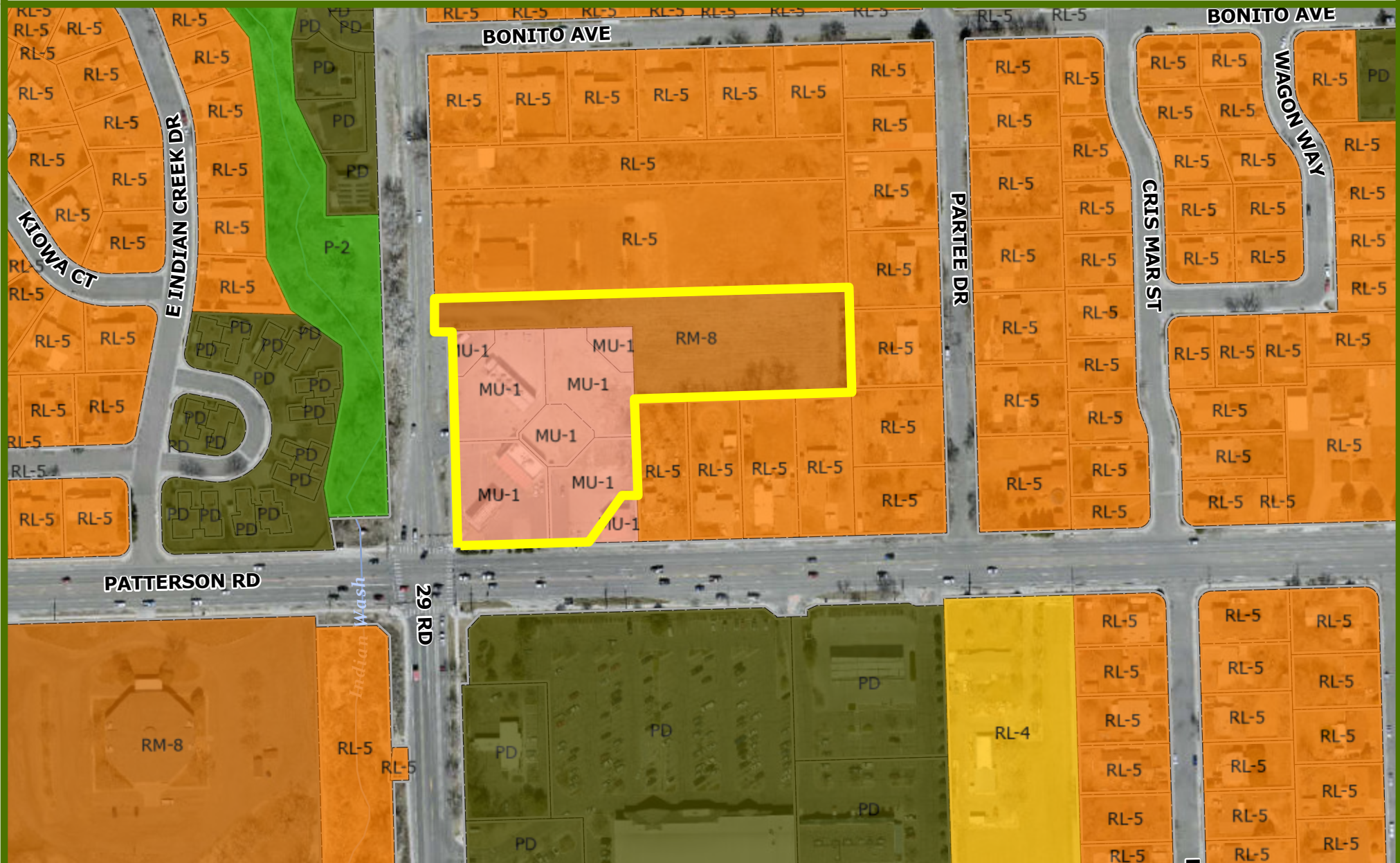


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1 inch equals 0 miles  
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Packet Page 473



# Lucky Me Center - Zoning

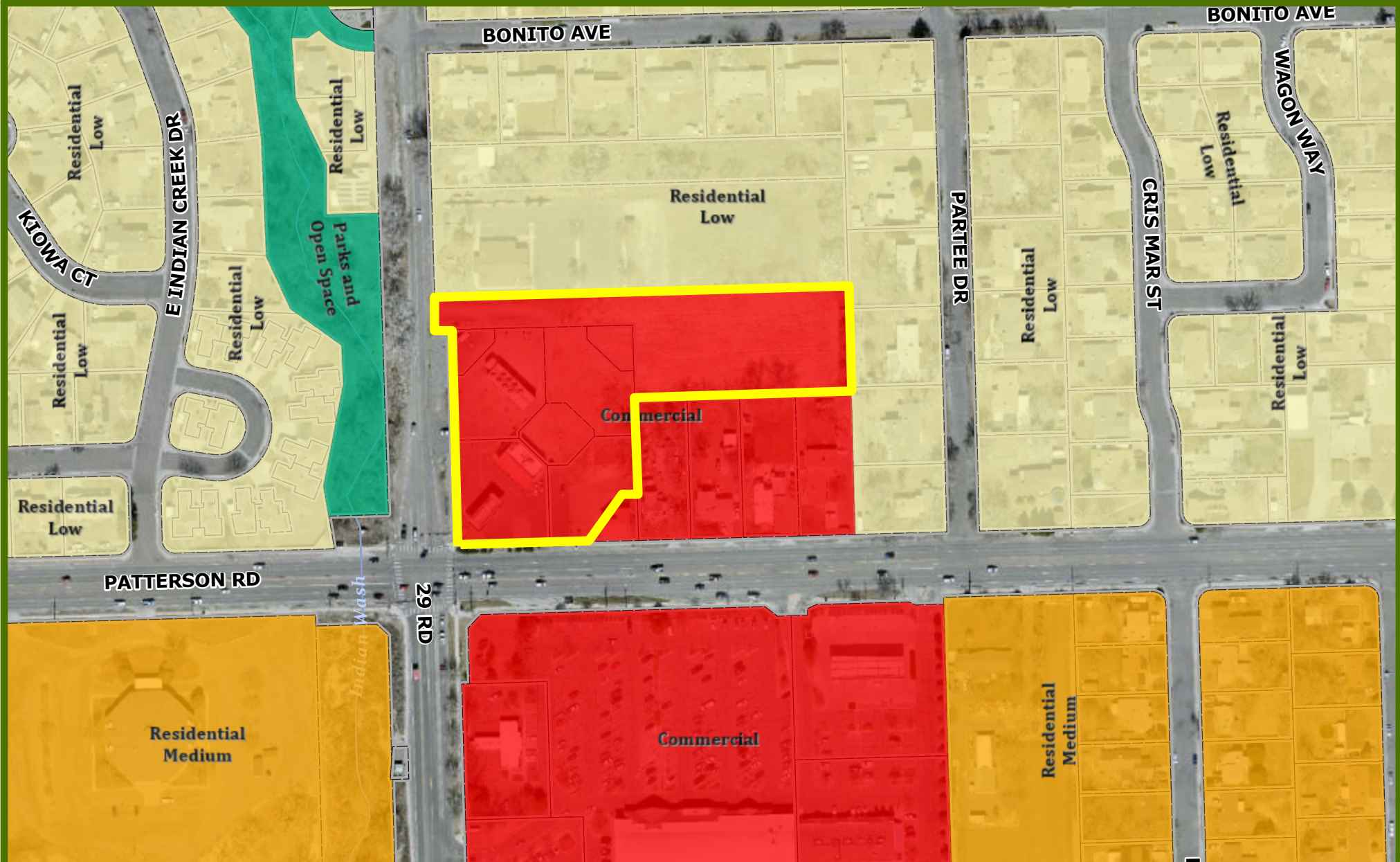


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Packet Page 474



# Lucky Me Center - Land Use



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1 inch equals 0 miles  
Scale: 1:2,432  
Packet Page 475



**Legal Descriptions- Lucky Me Center Rezone- 2902/2904 Patterson Rd. & 603/606 29 Rd. & 4 additional unaddressed parcels:**

PARCEL 1:

LOTS 1 AND 2 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO.

PARCEL 2:

LOT 4 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

PARCEL 2-A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN;

THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET;

THENCE S89°59'28"E A DISTANCE OF 330.47 FEET;

THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS;

THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING,  
COUNTY OF MESA, STATE OF COLORADO.

PARCEL 3:

LOT 8 OF "PLAZA 29", ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52,

COUNTY OF MESA, STATE OF COLORADO.

PARCEL 4:

LOT 7 OF "PLAZA 29", ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52,

COUNTY OF MESA, STATE OF COLORADO.

PARCEL 5:

LOT 5 OF "PLAZA 29", FILED JUNE 22, 1982 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

PARCEL 5-A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN;

THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET;

THENCE S89°59'28"E A DISTANCE OF 330.47 FEET;

THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS;

THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING,  
COUNTY OF MESA, STATE OF COLORADO.

PARCEL 6:

LOT 6 OF "PLAZA 29", FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

PARCEL 6-A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN;

THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET;

THENCE S89°59'28"E A DISTANCE OF 330.47 FEET;

THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS;

THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING,  
COUNTY OF MESA, STATE OF COLORADO.

PARCEL 7:

LOT 9 OF "PLAZA 29", FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52, COUNTY OF MESA, STATE OF COLORADO

PARCEL 7-A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITY PURPOSES ALONG, ACROSS AND UNDER A PARCEL OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, OF THE UTE MERIDIAN;

THENCE N00°05'21"W, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 379.00 FEET TO THE POINT OF BEGINNING;  
THENCE, CONTINUING ALONG SAID WEST LINE, N00°05'21"W, A DISTANCE OF 50.00 FEET;

THENCE S89°59'28"E A DISTANCE OF 330.47 FEET;

THENCE S00°06'46"E A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF PLAZA 29 SUBDIVISION, AS RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13, PAGE 52, MESA COUNTY RECORDS;

THENCE N89°59'28"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 330.49 FEET TO THE POINT OF BEGINNING,  
COUNTY OF MESA, STATE OF COLORADO.

PARCEL 8:

A PARCEL OF OF LAND IN THE SW $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 A DISTANCE OF 429.00 FEET; THENCE EAST 660.00 FEET; THENCE SOUTH 165.00 FEET; THENCE WEST 330.00 FEET; THENCE SOUTH 264.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 5; THENCE WEST ALONG SAID SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING;

EXCEPT "PLAZA 29" FILED JUNE 22, 1982 UNDER RECEPTION NO. 1295478 IN PLAT BOOK 13 AT PAGE 52;

AND EXCEPT THE MOST WESTERLY 30 FEET THEREOF FOR 29 ROAD RIGHT OF WAY PURPOSES; AND ALSO EXCEPT THE MOST SOUTHERLY 30 FEET THEREOF FOR PATTERSON ROAD;

AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO IN QUIT CLAIM DEED RECORDED OCTOBER 9, 1980 UNDER RECEPTION NO. 1236883 IN BOOK 1279 AT PAGE 573;

AND ALSO EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE COUNTY OF MESA IN QUIT CLAIM DEED RECORDED JUNE 22, 1982 UNDER RECEPTION NO. 1295483 IN BOOK 1379 AT PAGE 100,

COUNTY OF MESA, STATE OF COLORADO.

## GRAND JUNCTION PLANNING COMMISSION

January 13, 2026, 5:30 PM

### MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Thomas Lloyd (Planning Manager), Jessica Johnsen (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), Tim Lehrbach (Principal Planner), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 11 members of the public in attendance, and 5 virtually.

### **CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from December 23, 2025.

**2. Lowell Village Phase 2 Subdivision Extension**

**SUB-2019-687**

Consider a request by Jeremy Nelson of Grand Junction ReGeneration LLC (owner) – to extend the plat recording deadline for the Lowell Village Phase 2 Subdivision, 32 lots on 1.63 acres in an MU-3 (Mixed Use Downtown) zone district.

**3. Aspire Residential Easement Vacation**

**VAC-2025-61**

Consider a request to partially vacate a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive on a 7.10-acre parcel in an RH-24 district to accommodate the construction of three, three-story, 24-unit apartment buildings - **This item to be moved to the January 27th, 2026, Planning Commission Hearing**

*Commissioner Quintero moved to approve the Consent Agenda.*

*Commissioner Moore seconded; motion passed 5-0.*

### **REGULAR AGENDA**

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**1. Fox Grove Subdivision Annexation**

**ANX-2025-421**

Consider a request by Grand Junction Real Estate Investments, LLC to zone 4.88 acres located at 3071 E 1/2 Road from Mesa County Residential Single Family - 4 District (RSF-4) to Residential Medium 8 (RM-8) located at 3071 E 1/2 Road.

**Staff Presentation**

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Weckerly clarified that the additional exhibit being added to the record was a revision to Exhibit 6 regarding the acreage of the parcel.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public hearing was closed at 5:44 p.m. on January 13, 2026.*

### **Discussion**

### **Motion and Vote**

Commissioner Zyvan made the following motion “Madam Chair, on the Zone of Annexation request for the property located at 3071 E 1/2 Road, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report.”

*Commissioner Quintero seconded; motion passed 5-0.*

## **2. Lucky Me Center Rezone **RZN-2025-293****

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road.

### **Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Zyvan asked why the application was being considered as one item given the various zoning of the parcels being rezoned.

Chair Weckerly indicated there was a typo with the public notice and the wrong zoning was provided (a parcel presently zoned RM-8, not RM-12). Staff offered that since the typo was for the previous zoning and what was indicated was a higher density zone, it was not an issue, the City Attorney advised that the Planning Commission as the decision maker could determine if the notice was sufficient. It was clear in the notice that the request was to change to MU-2. The Planning Commission was comfortable that the notice was sufficient.



Kim Kerk with Kim Kerk Land Consulting & Development spoke on behalf of the applicant and provided a brief summary of the project.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:01 p.m. on January 13, 2026.*

Commissioner Moore read an email exchange between Gregg Palmer and Trent Prall about the adjacent intersection at 29 Rd and Patterson Rd.

*The public hearing was closed at 6:04 p.m. on January 13, 2026.*

### **Discussion**

There was no additional discussion among the Commissioners.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 5-0.*

### **3. Morelli Annexation **ANX-2025-192****

Consider a request by the Morelli Family Trust, U/A dated October 21, 2022, and Carla Morelli-Saurdiff to zone 2.56 acres from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), Located Between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101.

### **Staff Presentation**

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There were no questions for staff.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public hearing was closed at 6:09 p.m. on January 13, 2026.*

## **Discussion**

There was no additional discussion among the Commissioners.

## **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the Zone of Annexation request for the property located 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report.”

*Commissioner Zyvan seconded; motion passed 5-0.*

## **4. C ½ Road Gravel Pit CUP Extension CUP-2021-616**

Consider a request to extend Planning Commission’s conditional approval from August 22, 2023, of a Conditional Use Permit (CUP) to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a Public, Civic, and Institutional Campus (P-2) Zone District Located at 2855 C 1/2 Road.

## **Staff Presentation**

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by the State of Colorado Department of Parks and Wildlife regarding the Riverfront Trail on the South side of the parcel.

## **Questions for Staff**

Commissioner Quintero asked when the CUP was originally issued.

Mark Austin, with Austin Civil Group, spoke on behalf of the Applicant and provided some context for the extension request.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 6:23 p.m. on January 13, 2026.*

There were no additional questions or comments for Staff or the Applicant.

*The public hearing was closed at 6:23 p.m. on January 13, 2026.*

## **Discussion**

Commissioner Ehlers commented that the late additions by the Colorado Division of Parks and Wildlife were refining the original approval.

Commissioners Zyvan and Quintero echoed Commissioner Ehlers comments.

### **Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the C ½ Road Gravel Pit to establish a Conditional Use Permit for a mining excavation operation, file number CUP-2021-616, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 5-0.*

### **5. Camelback Gardens ODP PLD-2023-121**

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road - **This item was moved to the January 27th, 2026, Planning Commission Hearing.**

### **6. Zoning Code Amendments – Quarter 1 2026 ZCA-2025-753**

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, Open and Undeveloped Spaces, and Service and Storage Areas in the 24 Road Corridor.

### **Staff Presentation**

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Quintero asked about the nature of the requested code amendments and if the ultimate goal was just “cleaning up” the existing code language.

Commissioner Ehlers inquired about the proposed shared driveway amendments, including fire code standards, maximum driveway width, the requirements for HOA tract dedication rather than easements, and whether that requirement would necessitate the creation of an HOA.

Chair Weckerly asked if this change would be applied retroactively to parcels that are already accessed off a shared driveway.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Moore asked why this amendment was proposed and if staff had an example for the necessity of this change regarding property ownership and shared access on shared driveways. Commissioner Ehlers continued this question and its relation to HOA creation.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Ehlers asked for clarity about the strikethroughs for storm drainage, retention, and detention ponds in GJMC 21.09.060(b)(3) and why the proposal did not reference the Storm Water Management Manual (SWMM).

Chair Weckerly asked why the stormwater detention facilities were required to be planted.

There was discussion about continuing the amendments to stormwater facilities to a future hearing.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

Henry Brown commented on the strikethrough to 21.05.050(d)(2)(ii) regarding building access and its relation to Plan Principals 5 and 6 of the Comprehensive Plan.

*The public comment period was closed at 7:10 p.m. on January 13, 2026.*

Staff responded to Mr. Brown's comments and provided context on the code amendments.

*The public hearing was closed at 7:11 p.m. on January 13, 2026.*

### **Discussion**

Commissioner Zyvan asked about ADA code.

Commissioner Moore commented that the access questions posed by Mr. Brown were discussed in previous workshops and the existing language had unforeseen constraints on development whereas the amendments provided additional flexibility.

### **Motion and Vote**

Commissioner Ehlers made a motion the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report with the exception that 21.05.020(e)(5)(ii) and 21.09.060 be remanded back to staff for further consideration.

*Commissioner Moore seconded;* There was discussion amongst the commissioners about Commissioner Ehler's motion.

Commissioner Ehlers withdrew the previous motion.

Commissioner Zyvan made the following motion: “Chair, on the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report, remanding back Section 21.09.060(b)(3) referring to storm drainage, retention, and detention ponds for further consideration by staff.”

Commissioner Quintero seconded; motion passed 4-1.

**7. Zoning Code Amendments – Bicycle Storage & Parking ZCA-2026-30**

Consider a request by the Housing Affordability Code Task Force to Amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Storage and Parking. She provided context for an additional exhibit that was submitted by John Gargas, the developer for the Aspire Residential Multiunit development.

**Staff Presentation**

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by John Gargas, the developer for the Aspire Residential Multi-unit development.

**Questions for Staff**

Commissioner Moore asked for clarification on the strikethrough for Subsection 2 of the Staff prepared alternative.

Commissioner Zyvan asked if there was a typo on the measurements in the short-term parking table. He asked what “enclosed” meant in regard to long-term bicycle parking and if it required the parking to be covered.

Members of the Housing Affordability Code Task Force (HACTF) provided some context for the request.

Commissioner Ehlers asked the applicant to summarize what was being requested by the HACTF.

Chair Weckerly noted that there were two prepared motions, and that either could be modified if the Commission so chose.

There was additional discussion regarding the long-term bicycle parking and its impact on housing affordability.

**Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

David Lehman commented that the HACTF has failed to show how reduced costs for builders would make housing more affordable and agreed with Staff's findings that the request did not meet the goals of the Comprehensive Plan.

Henry Brown noted that HACTF presented no concrete metrics or figures for the cost of long-term bicycle parking and spoke about the difference in maintenance costs related to cars vs. bicycles. He commented that the current utilization of the bike parking at the "Slate on 25 Road" was impressive given the state of the surrounding cycle infrastructure.

Mark Austin with the HACTF provided context on the differing costs of long-term bike parking that he had stated earlier.

Mike Foster with the HACTF agreed with Mr. Brown's comments on existing cycle infrastructure but argued that the parking should be added as needed once the infrastructure was in place.

McKenzie Thorn with the HACTF asked what else they would put in the bike storage and commented that the current bike storage was not used, but if it was used for something else in the future it could be a safety issue.

*The public comment period was closed at 8:41 p.m. on January 13, 2026.*

Commissioner Moore asked if the \$4800 amount that was provided was for individual lockers at the Community Recreation Center.

Staff noted that the Zoning code does not give specific amounts required for bicycle storage, only that it is required. The developer has flexibility as to the design.

*The public hearing was closed at 8:43 p.m. on January 13, 2026.*

## **Discussion**

Commissioner Ehlers reiterated the HACTFs comments that there is low utilization of the long-term bike parking at this time. He noted that the code language on providing bike parking ultimately determines who will pay for it. He disagreed with how bike parking was previously interpreted and implemented.

## **Motion and Vote**

Commissioner Ehlers made a motion to approve Staff's alternative recommendations with the removal of the amendments to long-term bike parking.

Commissioner Quintero seconded; there was discussion about how to proceed with Commissioner Ehler's motion.

Motion failed 3-2.

Commissioner Ehlers made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle



parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report.”

*Commissioner Zyvan seconded; Commissioner Moore suggested amending the motion to remand the long-term bicycle parking back to staff.*

*Staff clarified that the amended motion would leave the current code language for long-term bicycle parking.*

*Motion failed 2-3.*

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report with the exception of long-term bicycle storage being reduced to 25% of the currently required ratios outlined in Table 21.08-5.”

*There was no second on that motion.*

*Chair Weckerly indicated that there would be no further discussion or motions for this item.*

## **8. Zoning Code Amendments – Pedestrian Access ZCA-2026-31**

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pedestrian Access.

### **Staff Presentation**

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Moore asked for clarification on the “color and/or texture” requirements for pedestrian connections.

Commissioner Ehlers asked what a “curb extension” looked like in practice.

Commissioner Zyvan had questions on a previous draft of the ordinance. He asked if there was still intention to keep crossings as short as possible and away from vehicle conflicts.

Mike Foster requested that the Commission approve the Staff’s suggested amendments.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

Henry Brown voiced his support for staff's recommendations with the exception of the pedestrian crossing being exempted for industrial uses.

David Lehman echoed Henry's comments and requested the Commission approve Staff's recommendations.

*The public hearing was closed at 10:03 p.m. on January 13, 2026.*

### **Discussion**

There were no additional comments or questions from the Commission.

### **Motion and Vote**

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code concerning pedestrian access, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report regarding the Staff's alternative recommendations."

*Commissioner Ehlers seconded; motion passed 5-0.*

## **9. Zoning Code Amendments – Fee Study Update ZCA-2025-737**

Consider a request by the City of Grand Junction to Amend Section 21.02.070(11)(ii) of the Zoning and Development Code regarding Review and Update of the Fee Study.

### **Staff Presentation**

Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There were no questions for Staff.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via [www.gjcity.org](http://www.gjcity.org).*

There were no comments from the public either in attendance or online.

*The public comment period was closed at 10:09 p.m. on January 13, 2026.*

Commissioner Zyvan asked if there were any guidelines proposed for when fees should be updated.

*The public hearing was closed at 10:12 p.m. on January 13, 2026.*

### **Discussion**

There were no additional questions or comments from the Commission.

**Motion and Vote**

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-737, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

*Commissioner Zyvan seconded; motion passed 5-0.*

**OTHER BUSINESS**

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**ADJOURNMENT**

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Commissioner Quintero made a motion to adjourn the meeting.

*The vote to adjourn was 5-0.*

The meeting adjourned at 10:14 p.m.

**ORDINANCE NO.**

**AN ORDINANCE REZONING APPROXIMATELY 3.60 ACRES FROM MU-1 (MIXED-USE NEIGHBORHOOD) AND RM-8 (RESIDENTIAL MEDIUM 8) TO MU-2 (MIXED-USE LIGHT COMMERCIAL) ZONE DISTRICT LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF PATTERSON ROAD AND 29 ROAD**

The property owner, Lucky Me Premises LLC., proposes a rezone from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed-Use Light Commercial) for 3.60 acres located at the northeast corner of the intersection of Patterson Road and 29 Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended approval of changing the zoning from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed-Use Light Commercial) for the property, finding that it is consistent with the One Grand Junction Land Use Map ("Plan") designation of Commercial and the Plan's goals and policies and is generally compatible with the land uses located in the surrounding area.

After public notice and public hearing, The Grand Junction City Council finds that rezoning from MU-1 (Mixed-Use Neighborhood) and RM-8 (Residential Medium 8) to MU-2 (Mixed-Use Light Commercial) for the property is consistent with the vision, intent, goals and policies of the Plan. The City Council further finds that the request for rezone to the MU-2 (Mixed-Use Light Commercial) zone district meets the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The Recitals are incorporated herein and in consideration of the same the following property is hereby duly and lawfully zoned to MU-2 (Mixed-Use Light Commercial) on the zoning map.

LOTS 1, 2, 4, 5, 6, 7, 8, AND 9 of PLAZA 29, COUNTY OF MESA, STATE OF COLORADO.

AND

A parcel of land located in the SW1/4 SW1/4 of Section 5, Township 1 South, Range 1 East of the Ute Meridian, being more particularly described as follows: Beginning at the Southwest corner of said Section 5; thence North along the West line of said Section 5 a distance of 429.00 feet; thence East 660.00 feet; thence South 165.00 feet; thence

West 330.00 feet; thence South 264.00 feet to a point on the South line of said Section 5; thence West along the said South line of said Section 5 a distance of 330.00 feet to the point of beginning; EXCEPT PLAZA "29" filed June 22, 1982 in Plat Book 13 at Page 52; AND EXCEPT the West 30 feet thereof for Road Right of Way purposes, AND ALSO EXCEPT that property for Road Right of Way as described at Reception Number 1236883, County of Mesa, State of Colorado

Said parcels contain 3.60 ACRES.

**INTRODUCED** on first reading this 17<sup>th</sup> day of December 2025 and ordered published in pamphlet form.

**ADOPTED** on second reading 7th day of January 2026 and ordered published in pamphlet form.

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Cody Kennedy  
President of the Council

ATTEST:

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Selestina Sandoval  
City Clerk