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**CITY COUNCIL AGENDA  
WEDNESDAY, APRIL 15, 2020  
250 NORTH 5<sup>TH</sup> STREET  
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

*In lieu of in-person attendance, the public may listen to/view Council meetings on television on Charter channel 191 or online via live streaming at [www.gjcity.org](http://www.gjcity.org).*

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

**Proclamations**

Proclaiming April 25, 2020 as Arbor Day in the City of Grand Junction

Proclaiming Grand Junction Regional Communication Center 9-1-1 Emergency Dispatchers as First Responders in the City of Grand Junction

**Citizen Comments**

*Citizen Comments are **due by Noon on April 15, 2020** by: 1) leaving a phone message at 1-970-244-1504 or 2) submitting comments online by completing this [form](#). Phone messages will be played back at the City Council meeting and written comments will be read aloud. In-person comments are suspended until further notice.*

**City Manager Report**

**Council Reports**

**CONSENT AGENDA**

*The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.*

**1. Approval of Minutes**

- a. Minutes of the April 1, 2020 Regular Meeting

- b. Minutes of the April 6, 2020 Special Meeting

## 2. Set Public Hearings

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

- a. Legislative
  - i. Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses and Set a Public Hearing for May 6, 2020
  - ii. Introduction of an Ordinance Making Supplemental Appropriations for 2020 and Set a Public Hearing for May 6, 2020
- b. Quasi-judicial
  - i. Introduction of an Ordinance Rezoning Three Properties Totaling 10.86 Acres from R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property and Set a Public Hearing for May 6, 2020

## 3. Contracts

- a. Contract with Transportation Resource Services, Inc. dba TRS Corp (as the Primary Provider), and HDR Engineering, Inc. (as the Secondary Provider) for Ballot Initiative 2A Transportation Capacity Expansion Professional Right-of-Way Acquisition Services

## 4. Resolutions

- a. A Resolution Authorizing Lease of Somerville and Anderson Ranches Property to VanWinkles Ranch, LLC
- b. Resolutions Authorizing Dry Grazing Leases of City Properties South of Whitewater to Sallie Marie Smith and Zane Baldwin and a Resolution Authorizing a Lease of City Property in Whitewater for Radio Broadcasting to MBC Grand Broadcasting, Inc. (KNZZ Radio)

- c. A Resolution Concerning the Issuance of a Revocable Permit to 2H Mechanical, LLC to Allow for Portions of Parking Stalls to Encroach upon the Valley Court Right-of-Way Adjacent to 757 Valley Court

## 5. Continue Public Hearings

- a. An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications - **Continued to May 6, 2020**

## 6. Other Action Items

- a. A Supplemental Ordinance to Appropriate \$500,000 from the City General Fund Reserve to Support the City's #GJStrong Fund - **This proposed ordinance was approved as an emergency ordinance by unanimous City Council action at a duly noticed meeting on April 6, 2020. The City Council will take no further action.**
- b. A Supplemental Ordinance to Appropriate \$2,200,000 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund - **Cancelled**

## REGULAR AGENDA

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

## 7. Public Hearings

*Comments on the following items are **due by Noon on April 15, 2020** by: 1) leaving a phone message at 1-970-244-1504 or 2) submitting comments online by completing this [form](#). Phone messages will be played back at the City Council meeting and written comments will be read aloud. In-person comments are suspended until further notice.*

*Staff presentations for the planning legislative and quasi-judicial public hearing items including items 7.a.i., 7.a.ii., and 7.b.i. have been uploaded to be reviewed in advance of the hearings.*

- a. Legislative
  - i. An Ordinance Amending the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures - [Staff Presentation](#)

- ii. An Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code - [Staff Presentation](#)
- b. Quasi-judicial
  - i. A Resolution Accepting the Petition for Annexation of 0.521 Acres of Land and Ordinances Annexing and Zoning the Barnes Electric Annexation to I-1 (Light Industrial), Located at 2806 1/2 Perry Drive - [Staff Presentation](#)

## 8. Other Action Items

- a. Items Relating to the Emergency Declaration
  - i. Extension of Emergency Declaration
  - ii. A Resolution Amending Council's Electronic Meeting Participation Policy
- b. Consider Expenditure of New HUD CDBG-CV Funds that have been Allocated to the City of Grand Junction in the Amount of \$275,976

## 9. Legislative

- a. Introduction of an Ordinance to Make a Supplemental Appropriation of \$540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020
- b. Introduction of an Ordinance to Make a Supplemental Appropriation of \$500,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020

## 10. Non-Scheduled Citizens & Visitors - **SUSPENDED UNTIL FURTHER NOTICE**

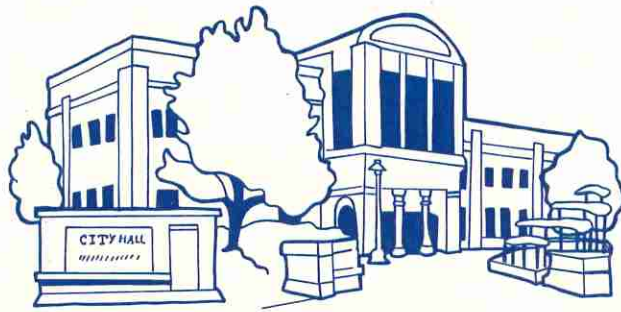
*Until further notice the City Council will, in the interest of public health and safety, be changing its procedure for Council meetings. City Council may hold virtual meetings appearing by telephone or video conferencing. The City is endeavoring to provide alternatives to in-person attendance for City Council, City staff and members of the public to prevent the possible spread of COVID-19.*

*In lieu of in-person attendance, the public may listen to/view Council meetings on television on Charter channel 191 or online via live streaming at [www.gjcity.org](http://www.gjcity.org). The public may contact City Council and/or City staff by e-mail regarding items on an agenda at [www.gjcity.org](http://www.gjcity.org). Electronic communications will be distributed to the person(s) to whom addressed and Council and staff will try and respond as quickly as possible.*

*For information about COVID-19 and the City's planning and preparedness in response to the virus outbreak, please go to [www.gjcity.org](http://www.gjcity.org).*

## 11. Other Business

## 12. Adjournment



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** trees are an important natural resource asset to the City of Grand Junction, State of Colorado, providing cooling shade, filtering air pollution, improving water quality, shielding properties from storms, and providing oxygen for the air we breathe; and
- Whereas,** trees increase property values, enhance the economic vitality of business areas, and enhance the beauty of the City of Grand Junction, State of Colorado, with various forms, textures and colors; and
- Whereas,** all citizens of Grand Junction, now and in the future, will benefit from the planting of trees; and
- Whereas,** the State of Colorado has officially declared the 17<sup>th</sup> day of April as Arbor Day; and
- Whereas,** the City of Grand Junction will celebrate the 25<sup>th</sup> day of April in our community with a fun and educational experience for residents to connect with trees and gain a greater understanding of their importance; and
- Whereas,** the City of Grand Junction has been recognized as a Tree City USA for thirty-seven consecutive years by The National Arbor Day Foundation and desires to continue its tree-planting ways.

**NOW, THEREFORE,** I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 25, 2020 as

## *"Arbor Day"*

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of April, 2020.

A handwritten signature in black ink, appearing to read 'J. Merrick Taggart'.

Mayor



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** the City of Grand Junction is elevating the status of its 9-1-1 Emergency Dispatchers to First Responders in a move that outpaces a similar effort on the national level; and
- Whereas,** the City of Grand Junction chose not to wait for the 9-1-1 Saves Act that is stalled in Congress to give our 9-1-1 Emergency Dispatchers the classification of First Responders that they have earned and deserve; and
- Whereas,** the City of Grand Junction is recognizing April 12<sup>th</sup> through April 18<sup>th</sup>, 2020 as National Public Safety Telecommunicators Week; and
- Whereas,** all Grand Junction Regional Communication Center 9-1-1 Emergency Dispatchers are trained in emergency medical dispatch qualifying them to offer a variety of potentially lifesaving instructions including CPR, bleeding control, childbirth and airway maintenance over the telephone until paramedics arrive on the scene; and
- Whereas,** in 2019, Grand Junction Regional Communication Center 9-1-1 Emergency Dispatchers handled 306,302 phone calls, 144 text-to-9-1-1 messages, and dispatched 285,111 law, fire, and EMS incidents. They gave medical assistance to 3,120 callers and provided reassurance to more than 1,500 callers involving subjects contemplating suicide. Six Grand Junction Regional Communication Center telecommunicators were also recognized for their roles in saving the lives of six people who suffered cardiac arrest.

NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim from this day forward,

***“Grand Junction Regional Communication Center 9-1-1 Emergency Dispatchers are hereby elevated to the status of First Responders”***

in the City of Grand Junction and thank all our Emergency Dispatchers for their service to this community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of April, 2020.

Mayor

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

**April 1, 2020**

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

The City Council of the City of Grand Junction convened into regular session on the 1<sup>st</sup> day of April 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart. Councilmember Chuck McDaniel joined remotely via GoToMeeting.

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

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

**Citizen Comments**

Council President Taggart read a comment submitted online by Lily Fitch regarding a proposed development on Horizon Drive.

Scott Beilfuss spoke regarding the proposed Supplemental Appropriation Ordinance.

**Council Reports**

Councilmember Norris spoke of the Salvation Army food drive and encouraged people to give cash donations to help support them and other local nonprofit organizations.

Council President Taggart spoke of the loss of his younger sister and dedicated the meeting to her memory, as she was a County Clerk.

**CONSENT AGENDA**

Councilmember Andrews moved to approve Consent Agenda Items #1 - #4. Councilmember Wortmann seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Minutes of the March 2, 2020 Executive Session
- b. Summary of the March 2, 2020 Workshop
- c. Minutes of the March 4, 2020 Regular Meeting



- d. Minutes of the March 23, 2020 Special Meeting
- e. Minutes of the March 25, 2020 Special Meeting

**2. Set Public Hearings**

a. Legislative

- i. Introduction of an Ordinance to Adopt Renewal of the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications and Set a Public Hearing for April 15, 2020
- ii. Introduction of an Ordinance Amending the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures and Set a Public Hearing for April 15, 2020
- iii. Introduction of an Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code and Set a Public Hearing for April 15, 2020

b. Quasi-judicial

- i. Introduction of an Ordinance Rezoning the Horizon Villas Property from PD (Planned Development) to R8 (Residential 8 du/ac) Located West of Horizon Glen Drive and Set a Public Hearing for May 6, 2020

**3. Continue Public Hearings**

a. Quasi-judicial

- i. Resolution to Create Alley Improvement District No. ST-20 CONTINUE PUBLIC HEARING TO MAY 6, 2020
- ii. A Resolution Accepting the Petition for Annexation of 45.543Acres of Land and Ordinance Annexing the Magnus Court Annexation, Located on the West End of Magnus Court CONTINUE PUBLIC HEARING TO MAY 20, 2020

**4. Other Action Items**

- a. Request for 2020 Fireworks Displays at Suplizio Field

**REGULAR AGENDA****A Supplemental Ordinance to Appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and Set a Public Hearing for April 15, 2020**

The purpose of this item is to adopt a supplemental ordinance for expenditures related to economic stimulus and recovery. This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

City Manager Greg Caton presented this item.

City Attorney Shaver spoke of a \$500,000 appropriation in the ordinance set aside to address basic needs such as food and shelter for people impacted by COVID. Western Colorado Community Foundation (WCCF) was contacted and submitted a proposal for purposes of assisting with the disbursement of these funds. City Attorney Shaver read the proposal into the record.

Conversation ensued regarding the requirement of having a Grand Junction address for eligibility (agencies who apply for the #GJStrong Fund), application/distribution window for funds, the possibility of adjustments to the total appropriation, federal funding impacts (CARE ACT), and the reasoning behind the focus on food and shelter for these funds (#GJStrong Fund).

Councilmember Wortmann moved to introduce a Supplemental Ordinance to appropriate \$2.7 million to the General Fund Reserve to support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and set a public hearing for April 15, 2020. Councilmember Pe'a seconded the motion.

Discussion resumed regarding the timing of the approval process and effective date of the ordinance and the possibility of scheduling a special meeting to pass this as an emergency ordinance, and separating the ordinance into two ordinances (one for the #GJStrong appropriation and one for the jobs allocation).

Councilmember Wortmann amended his motion to separate the ordinance into two: one for a \$500,000 appropriation to #GJStrong Fund for immediate use and one for \$2.2 million for the economic stimulus appropriation and set a public hearing for April 15, 2020. Councilmember Andrews seconded the motion.

Clarification was made that the ordinance could not be passed as an emergency ordinance without prior public notice of 24 hours.

Motion carried with Councilmembers Stout and Norris voting no.

City Attorney Shaver asked for clarification on the motion and stated the need for unanimity of an emergency ordinance if it is heard as such.

Councilmember Wortmann moved to introduce a supplemental ordinance to appropriate \$2.2 million from the City General Fund Reserve to support the City's economic stimulus and recovery response funding in the City of Grand Junction, Colorado and set a public hearing for April 15, 2020 and to introduce a supplemental ordinance to appropriate \$500,000 from the City General Fund Reserve to support the City's economic stimulus and recovery response funding in the City of Grand Junction, Colorado to direct those funds to Western Colorado Community Foundation for distribution of those funds and set a public hearing for April 15, 2020. Councilmember Andrews seconded the motion. Motion carried with Councilmember Stout voting no and Councilmember McDaniel abstaining from voting due to the inability to clearly hear the full discussion.

### **Contract Approval for Setting the Guaranteed Maximum Price for the Construction of City of Grand Junction Fire Station #6**

The City has been working with FCI Constructors, Inc. and Chamberlin Architects to finalize the design and construction documents for the new Fire Station #6 at 729 27 Road. Based on this design and methods of construction, a guaranteed maximum price (GMP) of \$3,963,638 has been established. The GMP limits the amount the City will have to pay FCI Constructors, Inc. regardless of the actual cost of the project to the contractor.

Fire Chief Ken Watkins presented this item.

Councilmember Stout moved to approve a contract with FCI Constructors, Inc. to set a Guaranteed Maximum Price of \$3,963,638 for Construction Manager/General Contractor services for the Grand Junction Fire Station #6 project. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

### **Other Business**

Councilmember Stout recommended a coalition of western communities be considered to vie for relief packages at the state and federal level. City Manager Caton stated there is a group of Mesa County towns and cities working together to prioritize projects within the valley.

### **Adjournment**

The meeting was adjourned at 8:32 p.m.

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Wanda Winkelmann, MMC  
City Clerk

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

**April 6, 2020**

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

The City Council of the City of Grand Junction convened into special session on the 6<sup>th</sup> day of April 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart. Councilmember Chuck McDaniel joined remotely via GoToMeeting.

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

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

**REGULAR AGENDA**

**An Emergency Ordinance to Make a Supplemental Appropriation of \$500,000.00 from the City General Fund Reserve to Support the City's #GJSTRONG Fund in the City of Grand Junction, Colorado**

The purpose of this item is to adopt an emergency ordinance for expenditure for the expenses related to providing basic needs of food and shelter.

Pursuant to the local declaration of emergency, and by and with this ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance includes the creation of an emergency fund (“#GJSTRONGFUND” or “Fund”) in the City’s budget for expenditures directly and indirectly related to providing basic needs of food and shelter, in collaboration with the Western Colorado Community Foundation (“WCCF”) in the City of Grand Junction.

City Manager Greg Caton introduced this item. City Attorney John Shaver spoke of Charter requirements for Emergency Ordinances to be passed, the relationship with WCCF, the application process and organizations that are eligible.

Council President Taggart read a citizen comment from Dennis Simpson regarding this item into the record as well as the response by City Attorney Shaver.

Conversation ensued regarding churches' eligibility and the structure of the ordinance and program.

Councilmember Andrews moved to adopt Emergency Ordinance No. 4915, an ordinance to make a supplemental appropriation of \$500,000.00 from the City General Fund Reserve to support the City's #GJSTRONG Fund in the City of Grand Junction, Colorado on final passage and ordered final publication. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

**Adjournment**

The meeting was adjourned at 6:28 p.m.

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Wanda Winkelmann, MMC  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** April 15, 2020

**Presented By:** Jace Hochwalt, Associate Planner

**Department:** Community Development

**Submitted By:** Jace Hochwalt, Associate Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

The Planning Commission heard this request at its December 10, 2019 meeting and voted (6-0) to recommend approval.

#### **EXECUTIVE SUMMARY:**

Staff is proposing amendments to various sections of the Zoning and Development Code (Title 21) to address drinking establishments and other similar uses. Under the current Zoning and Development Code, any establishment that serves alcoholic beverages which comprise more than 25 percent of the gross receipts for the business is classified as a bar or nightclub. Bar and/or nightclub uses are conditionally allowed uses within the B-1, B-2, C-1, C-2, M-U, BP, I-O, and I-1 zone districts. Through the recent experience of reviewing and permitting several Conditional Use Permits for bars and/or nightclubs, Staff and the Planning Commission have identified opportunities to modernize, remove unnecessary regulations, and refine processes to provide regulations that foster compatible land uses while maintaining logical and orderly development.

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

In an effort to keep the Zoning and Development Code current and relevant to current land use and market evolutions, as well as to refine and streamline the Code, Staff is

proposing amendments that would modify standards, clarify sections and processes, and eliminate regulations that appear to be functionally obsolete or superfluous. The Planning Commission discussed this topic at a May 9, 2019 workshop and again at its November 7, 2019 workshop and supported Staff proceeding with the recommending changes to the Code text. In general, the proposed amendments work to do the following:

- 1) Eliminate existing definitions related to alcohol establishments and add new definitions which eliminate gross receipts standards and better clarify uses.
- 2) Eliminate the Conditional Use Permit process for alcohol related establishments in certain zone districts.
- 3) Eliminate "Alcohol Sales, Retail" as a use from the use table.

The specific proposed amendments are provided as follows with strikethrough indicating removal from the Code and underline indicating addition to the Code.

### **Section 21.10.020. Terms Defined**

Section 21.10.020 refers to the definitions in the Zoning and Development Code. The Zoning and Development Code has two definitions related to drinking establishments, including bar and nightclub uses. Staff is proposing to eliminate these definitions in favor of new definitions.

~~Bar means a premises used primarily for the sale or dispensing of alcoholic beverages by the drink for on-site consumption and where food may be available for consumption as an accessory use. An establishment that serves both food and alcoholic beverages shall be categorized as a bar if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

~~Night club means a commercial establishment dispensing alcoholic beverages for consumption on the premises and in which music, dancing or live entertainment is conducted. An establishment that serves both food and alcoholic beverages shall be categorized as a bar/nightclub if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

Alcohol Beverage means fermented malt beverage or malt, vinous, or spirituous liquors.

Alcohol Beverage Production means a premises in which alcohol beverages are produced for wholesale distribution and/or for on-site retail and consumption.

Drinking Establishment means a premises used for the sale or dispensing of alcohol beverages for on-site consumption including uses such as bars, nightclubs, and taverns.

There are a number of reasons for these modifications. The definition “Drinking Establishment” will be a catch-all category for bars, nightclubs, and taverns. As the Zoning and Development Code currently reads, there is minimal difference between the “bar” and “nightclub” definitions. Additionally, the 25% gross receipts threshold requirement will be eliminated. The City has active no tracking method for this threshold, and as such, it is based on the judgement of Staff after discussions with the Applicant. Restaurants, which are outright allowed uses in commercial zones and some industrial zones can technically sell alcohol if it comprises less than 25% of gross receipts. However, because of the lack of tracking on those gross receipts, the discrepancy between a restaurant and a bar is based on whether the business owner is giving accurate data that reflects how much alcohol they anticipate selling. Additionally, uses that most people would consider a restaurant that have large bar areas may well be comprising more than 25% of their gross receipts in alcohol sales and currently operating without an approved Conditional Use Permit.

After researching the Zoning and Development Code of multiple municipalities and speaking with representatives, nearly all municipalities view drinking establishments and breweries as “general retail” uses that fall under similar regulations to restaurant uses. Municipalities typically view the liquor license process as the more regulatory process instead of adding additional land use regulations such as a discretionary CUP or special use permit processes. The proposed modifications bring Grand Junction closer to the common practice of other municipalities.

In addition, two new definitions are being proposed. “Alcohol Beverage Production” is proposed as a separate definition from “Drinking Establishment”. Alcohol production facilities are different from typical bars or taverns in that they actually produce and manufacture the beverage on site, and a portion of the building is dedicated to this use. This includes uses such as breweries and distilleries. The new definition works to modernize the Code consistent with the evolution of drinking establishment as characterized above. In addition, the definition of “Alcohol Beverage” is being proposed for clarity, as the definition comes directly from the Colorado State Liquor Code.

#### **21.04.010. Use Table**

In addition to a revision of the definitions for drinking establishments, Staff is also proposing changes to the use table. As currently codified, a bar/nightclub is a Conditional Use in the B-1 (Neighborhood Business), B-2 (Downtown Business), C-1 (Light Commercial), C-2 (General Commercial), M-U (Mixed Use), BP (Business Park), I-O (Industrial Office), and I-1 (Light Industrial) zone districts. Per the Zoning and Development Code, “A conditional use is not a use by right; it is one that is prohibited within a given zone district unless a conditional use permit (CUP) for the specific use has been granted.” An application for a CUP is required to demonstrate compliance with two sets of approval criteria. This includes the General Approval Criteria required for permits needing a public hearing, which includes the following:



1. *Compliance with the Comprehensive Plan and any applicable adopted plan.*
2. *Compliance with this zoning and development code.*
3. *Conditions of any prior approvals.*
4. *Public facilities and utilities shall be available concurrent with the development.*
5. *Received all applicable local, State and federal permits.*

In addition to those General Approval Criteria mentioned above, specific CUP approval criteria need to be met, which include the following:

1. *District Standards.*
2. *Use-Specific Standards.*
3. *Availability of Complementary Uses*
4. *Compatibility with Adjoining Properties.*
  - i. *Protection of Privacy.*
  - ii. *Protection of Use and Enjoyment.*
  - iii. *Compatible Design and Integration.*

The process for which an applicant can be granted a CUP includes holding a neighborhood meeting, submitting a complete application, review and recommendation by Staff, and a final decision by the Planning Commission. The current CUP process takes approximately four months to complete from start to finish. In addition to the CUP process, the Applicant is also required to obtain a liquor license. The liquor license process with the City cannot begin until the CUP has been approved. This process generally takes approximately two months from start to finish, assuming that the applicant applies concurrently for a State liquor license. As such, the timelines from the beginning of the CUP to the end of the liquor license runs approximately six months. In the past, this timeline has placed a hardship on business operators from obtaining leases or purchasing properties, because as represented by several potential applicants, few operators will close on a property or secure a lease prior to obtaining CUP and liquor license approval.

Since June of 2019, Staff has processed three Conditional Use Permit applications for bars and/or breweries. Each of the three proposals presented minimal to negligible concern from Staff and the Planning Commission, as well as residents. It should be noted that a large part of the CUP review process is the site design component, looking at use standards and compatibility. However, if a new building is constructed for a drinking establishment use, it would go through a major site plan review which would consider any site design issues. Additionally, if a drinking establishment were to be proposed to occupy a building that was formerly utilized as something other than a drinking establishment, it would be required to go through a change of use permit process, in which the site design would be evaluated by Staff. As of now, the only reason a drinking establishment would not go through a site plan review is if it is occupying a building that had the same use, which is currently allowed outright if the

property already obtained a CUP. As such, the processes in place from a site design perspective would still remain in place without the need for a CUP.

Based on the information above, it is being recommended that the CUP process is eliminated in certain zone districts for drinking establishments. Staff believes this will create efficiencies, eliminate uncertainty in the process for business owners, and create areas within the City that a drinking establishment can operate as a by-right use.

The proposed amendments to the use table are included as Exhibit #1, which reflects the removal of the "Bar/Nightclub" use and includes the "Drinking Establishment" use and "Alcohol Beverage Production" use.

Based on the Staff proposal, a Drinking Establishment would be allowed by-right in the B-2 (Downtown Business), C-1 (Light Commercial), C-2 (General Commercial), M-U (Mixed Use), and BP (Business Park) zone districts. The purpose of the B-2 zone district is to concentrate retail and promote downtown vitality. The purpose of the C-1 and C-2 zone districts is to provide commercial activities and retail sales. These areas are generally less concentrated than downtown, and provide for orderly transitions and buffers between uses. The purpose of the M-U and BP zone districts is to provide mixed uses including light manufacturing, residential, and commercial services. Notably, all these zones allow restaurant uses (that include alcohol sales), and general retail sales (indoor operations) uses by-right. Staff finds that drinking establishments serve the purpose of these zone districts in comparable ways to restaurant and retail uses and find that the CUP process can be eliminated in these zone districts.

Drinking Establishments would remain a Conditional Use within the B-1 (Neighborhood Business), I-O (Industrial Office), and I-1 (Light Industrial) zone districts. The B-1 zone district is intended to provide areas for office and professional services with limited retail, and is generally in close proximity to single family residential. Both the I-O and I-1 zone districts are intended more for light industrial uses and services with limited retail components. For these reasons, Staff finds it appropriate that the CUP requirement remain in place for compatibility purposes.

The Alcohol Beverage Production use is being proposed as a by-right use in the B-2, C-1, C-2, M-U, BP, I-O, I-1, and I-2 zone districts, and conditional uses within the B-1 zone district. Staff is proposing that alcohol beverage production be allowed by-right in all the same zone districts as drinking establishments, as well as the I-O, I-1, and I-2 zones. The reason for allowing an alcohol beverage production by-right in these industrial zones is because, by definition, an alcohol beverage production facility produces/manufactures alcohol on-site, which can be classified as an industrial use. Similar to drinking establishments, Staff would propose that an alcohol beverage production use require a CUP in the B-1 zone primarily for compatibility to surrounding uses.

In addition, "Alcohol Sales, Retail" is categorized as a principal use in in the use table of Section 21.04.010 of the Zoning and Development Code. However, there is no definition in Section 21.10.020 that indicates exactly what this use refers to. This use has been interpreted to mean a liquor store or similar. Senate Bills 16-197 and 18-243 recently changed the state liquor laws to allow grocery and convenience stores to sell fermented malt beverages beginning January 1, 2019. Due to this passage, Staff recommends removing the land use category of Alcohol Sales, Retail from the Code and Use Table.

### **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on December 3, 2019, in the Grand Junction Daily Sentinel.

### **ANALYSIS**

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no specific criteria for review because a code amendment is a legislative act and within the discretion of the City Council to amend the Code with a recommendation from the Planning Commission. Reasons for the proposed amendments are provided in the Background section of this report.

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

Staff finds that the proposed amendments to the Zoning and Development Code are useful in that they modernize the Code, remove unnecessary regulations, and refine processes to provide regulations that assist in logical and orderly development.

### **FISCAL IMPACT:**

N/A

### **SUGGESTED MOTION:**

I move to introduce an ordinance approving a Development Code amendment to revise sections related to drinking establishments and other similar uses and set a public hearing for May 6, 2020.

### **Attachments**

1. Proposed Use Table
2. Proposed Ordinance
3. Planning Commission Minutes - December 10, 2019

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2
Retail Sales and Service	<u>Drinking Establishment</u>												C	A	A	A		A	A	C	C	
	<u>Alcohol Beverage Production</u>												C	A	A	A		A	A	A	A	A
	<u>Bar/Nightclub</u>												C	C	C	C		C	C	C	C	
	<i>Alcohol Sales, Retail</i>												A	A	A	A		A	C			

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING SECTIONS 21.04.010 AND 21.10.020 OF THE ZONING AND DEVELOPMENT CODE REGARDING DEFINITIONS AND USE STANDARDS FOR ALCOHOL ESTABLISHMENTS IN THE CITY OF GRAND JUNCTION.**

Recitals:

The City desires to implement the Comprehensive Plan by maintaining effective regulations in its Zoning and Development Code (Title 21) that both encourage and require appropriate use of land throughout the City.

From time to time, the City's Zoning and Development Code is reviewed to ensure that existing regulations work to implement the goals of adopted City plans and identifies provisions that may unduly or unnecessarily create impediments to logical and orderly development that reflect adopted goals. In some cases, this includes reviewing the Code for purpose of modernization, clarity, simplicity or otherwise identifying provisions that are no longer deemed necessary to protect the health, safety and welfare of City residents.

Accordingly, it has been identified that land uses such as Drinking Establishments that bring activity to commercial streets such as those located the downtown could assist in activating and bringing "vibrancy" to certain areas of the City. Developing a vibrant downtown and vibrant commercial areas are key goal of the City's adopted Greater Downtown Plan, the Comprehensive Plan and the Plan of Development.

The proposed revisions for drinking establishments provides clarity in the regulations and removes barriers for certain compatible commercial and industrial zone districts to allow for, without conditional approval, drinking establishments to be an allowed land use. This revision continues to provide for logical and orderly development while not diminishing the protection of health, safety or welfare of the residents of Grand Junction.

Drinking Establishments that produce or sell alcohol beverages for consumption on-site, consistent with State and Local Law would continue to be required to seek and maintain City and State Liquor Licenses.

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

**Section 21.04.010 Use Table is amended as follows (additions underlined, deletions struck through):**

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2
Retail Sales and Service	<u>Drinking Establishment</u>												C	A	A	A		A	A	C	C	
	<u>Alcohol Beverage Production</u>												C	A	A	A		A	A	A	A	A
	<u>Bar/Nightclub</u>												C	C	C	C		C	C	C	C	
	<u>Alcohol Sales, Retail</u>												A	A	A	A		A	C			

**Section 21.10.020 (c)(3) is amended as follows (additions underlined, deletions struck through):**

~~*Bar* means a premises used primarily for the sale or dispensing of alcoholic beverages by the drink for on-site consumption and where food may be available for consumption as an accessory use. An establishment that serves both food and alcoholic beverages shall be categorized as a bar if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

~~*Night club* means a commercial establishment dispensing alcoholic beverages for consumption on the premises and in which music, dancing or live entertainment is conducted. An establishment that serves both food and alcoholic beverages shall be categorized as a bar/nightclub if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

~~*Alcohol Beverage* means fermented malt beverage or malt, vinous, or spirituous liquors.~~

~~*Alcohol Beverage Production* means a premises in which alcohol beverages are produced for wholesale distribution and/or for on-site retail and consumption.~~

~~*Drinking Establishment* means a premises used for the sale or dispensing of alcohol beverages for on-site consumption including uses such as bars, nightclubs, and taverns.~~

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor

**GRAND JUNCTION PLANNING COMMISSION**  
**December 10, 2019 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

**CONSENT AGENDA**

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
  - a. Minutes of the November 12, 2019 Regular Meeting.
  
2. **Rivertown Center – Vacation of Utility Easement** **File # VAC-2019-562**

Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.
  
3. **Court on G Road Subdivision – Vacation of Public Right-of-Way** **File #VAC-2019-646**

Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.
  
4. **Court on G Road Subdivision – Vacation of Utility Easement** **File # VAC-2019-647**

Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.
  
5. **Hoffman III Subdivision – Vacation of Utility Easement** **File # VAC-2019-589**

Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.



6. **Grand Falls Townhomes – Vacation of Public Easements** **File # VAC-2019-652**  
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

**REGULAR AGENDA**

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1. **Grand Falls Townhomes – Rezone** **File # RZN-2019-649**  
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

**Staff Presentation**

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

None.

**Applicant's Presentation**

Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

**Public Comment**

The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

**Motion and Vote**

Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment** **File # PLD-2010-259**  
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

**Staff Presentation**

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

### **Applicant's Presentation**

The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

### **Public Comment**

The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

### **Discussion**

Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

### **Motion and Vote**

Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

### **3. 1221 Wellington Avenue – Rezone **File # RZN-2019-598****

Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

### **Staff Presentation**

Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

None.

**Applicant's Presentation**

Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

**Public Comment**

The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

**Questions for Staff**

None.

**Discussion**

None.

**Motion and Vote**

Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

**4. Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**

Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

**Staff Presentation**

Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

Tamra Allen, Community Development Director, explained the use of “winery” being consistent with an agricultural use, and tasting room could be categorized with “drinking establishment.”

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

**Public Comment**

The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

**Discussion**

Commissioner Gatseos made a comment in support of this request.

**Motion and Vote**

Commissioner Ehlers made the following motion, “Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report.”

Commissioner Scissors seconded the motion. The motion carried 6-0.

**5. Other Business**

None.

**6. Adjournment**

The meeting was adjourned at 7:22pm.



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** April 15, 2020

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

**Department:** Finance

**Submitted By:** Jodi Romero, Finance Director

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Making Supplemental Appropriations for 2020 and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance making supplemental appropriations for the City of Grand Junction 2020 Budget and setting a public hearing for May 6, 2020.

#### **EXECUTIVE SUMMARY:**

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to carry forward capital projects and approve new project or expenditures.

The carryforward re-appropriates the funds approved and started in the prior budget year but not completed in that year. Because these capital projects have already been planned for and the expenditure approved by Council in the 2019 budget, they do not decrease the budgeted fund balances.

Supplemental appropriations are also required to authorize new spending from available resources because of project or economic development opportunities that arise during the year, all subject to City Council approval. When a project includes a transfer from one fund to another, both the transfer and the expenditure have to be appropriated.

## **BACKGROUND OR DETAILED INFORMATION:**

The 2020 Supplemental Appropriation includes spending authorization in the following funds as described below. With the exception of two items, all of the supplemental is for the carryforward of projects authorized previously by City Council in the 2019 budget. The projects began in 2019 but were not finished, and the carryforward is necessary to re-appropriate the funds in 2020 in order to complete the projects. The two new spending items are the portion of water tap fees for Grand Junction Housing Authority as described below and the increased costs in the Fire Station #6 project also described below. A detail chart of supplemental appropriations is included with this staff report with the carryforward items highlighted in yellow and the new spending items highlighted in blue.

### General Fund 100

The General Fund requires \$1,000,000 in supplemental appropriations for the carryforward of the economic development incentive for Las Colonias Business Park.

As directed by City Council at the March 2, 2020 workshop, \$125,000 in supplemental appropriations is required to fund half of the Grand Junction Housing Authority Ute Water tap fees in relation to a GJHA project at 2814 Patterson Road.

New spending authorization of \$125,000 combined with \$1,000,000 for carryforwards total \$1,125,000 in total requested supplemental authorization in the General Fund.

### CDBG Fund 104

Supplemental appropriations of \$221,748 are required for the carryforward of grants awarded but not distributed in 2019 as well as for transfer to the 0.75% Sales Tax Capital Fund 201 for the carry forward of Safe Routes To School projects and 24 ½ Road pedestrian improvements.

The City has received a special allocation of Community Development Block Grant (CDBG) funds via the 2020 CARES Act (CDBG-CV) to be used to prevent, prepare for and respond to the coronavirus (COVID-19) in the amount of \$275,976. A supplemental appropriation is required to authorize spending of those funds upon amendment to the 2019 CDBG Annual Action Plan. The Council will be considering how to amend and allocate these funds on the April 15th, 2020 Agenda.

A total supplemental required for the CDBG Fund is \$497,724.

### Parkland Expansion Fund 105

Supplemental appropriations of \$394,936 are required to transfer to the 0.75% Sales Tax Capital Fund 201 for the carry forward of the Las Colonias Business Park project.

#### First Responder Tax Fund 107

Supplemental appropriations are required to transfer an additional \$500,000 for the construction of Fire Station #6. Because of the soil condition revealed after testing, a deeper foundation with pylons will be required as well as additional site work for drainage issues, and therefore an additional of \$500,000 is needed. The amended construction contract was approved by City Council on April 1, 2020.

#### 0.75% Sales Tax Capital Fund 201

All major general government capital projects are budgeted in this fund. Supplemental appropriations of \$7,468,891 are requested for the carryforward of projects approved in the 2019 budget but not completed in 2019. They are all within the original authorized budget and require a carryforward in order to complete the projects in 2020 as described below:

Fire Station #6 was budgeted in 2019 after the First Responder Tax passed in April of 2019 and in order to secure the construction contractor. Design work began in 2019 and now the balance of the project needs to be carried forward requiring \$4,058,861 in supplemental appropriations.

The required supplemental appropriation for the following eight major capital projects is; Riverfront at Dos Rios, \$891,662; Las Colonias Business Park, \$560,000; Monument Road Trail \$392,828; Las Colonias River Park, \$361,229; Fire Training Facility, \$331,892; Las Colonias Restrooms, \$250,000; Fiber Project with the Raw Water Line Project, \$226,500; and the Bicycle Park at Greenway at Dos Rios, \$162,419.

Funds budgeted in 2019 for improvements to the Avalon Theater are being carried forward to combine with 2020 budget which is \$100,000. The carryforward requested is \$100,000 which will bring the total project budget to \$200,000 which is offset by \$100,000 in funds from the Avalon Theater Foundation.

Three CDBG funded projects are requested to be carried forward for a total of \$133,500 for Safe Routes to Schools on Grand and Pinyon Avenues (\$60,000 each) as well as Pedestrian Improvements on 24 ½ Road (\$13,500).

Supplemental appropriations of \$500,000 is requested for new spending for Fire Station #6 as described previously. This combined with \$7,468,891 for carryforwards totals \$7,968,891 in total requested supplemental authorization in the 0.75% Sales Tax Capital Fund.

#### Transportation Capacity Fund 207

Supplemental appropriations of \$799,493 are requested to carry forward and complete

four transportation projects; Orchard Avenue Complete Street, \$292,849; Juniper Ridge, \$250,000; Patterson Access Control, \$196,283; and 29 Road at I-70 Interchange PEL Study, \$60,361.

#### Water Fund 301

Supplemental appropriations of \$2,773,434 are requested to carry forward and complete eight water projects including the Raw Water Irrigation and Waterline Replacement, \$1,217,301; South Downtown Pipeline Replacement, \$737,296; Kannah Creek Intake, \$315,406; Hogchute Reservoir Dam, Spill, and Outlet Design, \$195,842; and \$307,589 on four smaller projects listed on the attached chart.

#### Grand Junction Convention Center Fund 303

Supplemental appropriations of \$422,827 are requested to finalize improvements to the Convention Center associated with the renovation that was primarily finished in 2019. This carryforward and total project cost are within the original authorized budget.

#### Fleet Fund 402

Supplemental appropriations of \$1,283,914 are requested to pay for vehicles ordered in 2019 but not delivered until 2020 including a trash truck, a sewer jetter truck and a bucket truck.

#### E911 Fund 101

Supplemental appropriations of \$785,466 are requested to transfer to the Communications Center Fund 405 for the carry forward of several projects as described next.

#### Communication Center Fund 405

Supplemental appropriations of \$785,466 are requested to carry forward and complete nine Communication Center Projects including; the Relocation of the Grand Mesa Tower, \$172,339; Logging Recorder, \$120,698; Microwave Replacement Sites, \$115,000; and \$377,429 for six smaller projects listed in the chart.

#### Joint Sewer Fund 900

Supplemental appropriations of \$2,652,796 are requested to carry forward and complete five sewer projects including; Collection Line Replacement, \$1,250,263; Trunk Line Expansion, \$1,170,488; and \$232,045 for three smaller projects listed on the chart.

### **FISCAL IMPACT:**

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction. The appropriation ordinance is consistent with, and



as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

**SUGGESTED MOTION:**

I move to introduce an ordinance making Supplemental Appropriations to the 2020 Budget of The City of Grand Junction Colorado for the each object and purpose named for the year beginning January 1, 2020 and ending December 31, 2020, and set a public hearing for May 6, 2020.

**Attachments**

1. 2020 Supplemental Chart 041520
2. First 2020 Supplemental Appropriation ORDINANCE NO

**2020 SUPPLEMENTAL APPROPRIATIONS**

Carryforward for Completion of 2019 Authorized Projects		New Spending	
<b>General Fund 100</b>			
Las Colonias Business Park Incentive	\$ 1,000,000		
<b>Carryforward</b>	<b>\$ 1,000,000</b>		
Grand Junction Housing Authority Water Tap Fees	\$ 125,000		
<b>New Spending Subtotal</b>	<b>\$ 125,000</b>		
<b>Total Fund 100 Supplemental Appropriation</b>	<b>\$ 1,125,000</b>		
<b>CDBG Fund 104</b>			
CDBG Funding Projects Detailed in .75% Sales Tax Fund 201	\$ 133,500		
CDBG Grant Distributions Not Paid in 2019	88,248		
<b>Carryforward</b>	<b>\$ 221,748</b>		
2020 Cares Act Additional CDBG Funding	275,976		
<b>New Spending</b>	<b>\$ 275,976</b>		
<b>Total Fund 104 Supplemental Appropriation</b>	<b>\$ 497,724</b>		
<b>Parkland Expansion Fund 105</b>			
To Fund Portion of Las Colonias in .75% Sales Tax Fund 201	\$ 394,936		
<b>Carryforward</b>	<b>\$ 394,936</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 105 Supplemental Appropriation</b>	<b>\$ 394,936</b>		
<b>First Responder Tax Fund 107</b>			
<b>Carryforward</b>	<b>\$ 0</b>		
Funding for increased cost Fire Station #6 in .75% Sales Tax Fund 201	\$ 500,000		
<b>New Spending</b>	<b>\$ 500,000</b>		
<b>Total Fund 107 Supplemental Appropriation</b>	<b>\$ 500,000</b>		
<b>Sales Tax Capital Improvement Fund 201</b>			
Fire Station #6 (First Responder Tax Fund 107)	\$ 4,058,861		
Riverfront at Dos Rios	891,662		
Las Colonias Business Park (Parkland Expansion Fund 105)	560,000		
Monument Road Trail	392,828		
Las Colonias River Park	361,229		
Fire Training Facility remaining budget	331,892		
Las Colonias Business Park Restrooms - Struthers Ave	250,000		
Fiber Project with Raw Water Line Project	226,500		
Greenway at Dos Rios Bicycle Park	162,419		
Avalon Theater Improvements	100,000		
Grand Ave @ 9th St and 10th Streets Safe Routes to School (CDBG Funded)	73,500		
Pinyon Avenue 13th 5 15th Street Safe Routes to School (CDBG Funded)	60,000		
<b>Carryforward</b>	<b>\$ 7,468,891</b>		
Fire Station #6 (First Responder Tax Fund 107)	500,000		
<b>New Spending</b>	<b>\$ 500,000</b>		
<b>Total Fund 201 Supplemental Appropriation</b>	<b>\$ 7,968,891</b>		
<b>Transportation Capacity Fund 207</b>			
Orchard Avenue Complete Street	\$ 292,849		
Juniper Ridge	250,000		
Patterson Road Access Control	196,283		
29 Rd at I-70 Interchange PEL Study	60,361		
<b>Carryforward</b>	<b>\$ 799,493</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 207 Supplemental Appropriation</b>	<b>\$ 799,493</b>		
<b>Water Fund 301</b>			
Raw Water Irrigation Supply & Waterline Replacement	\$ 1,217,301		
2019 South Downtown Pipeline Replacement	737,296		
Kannah Creek Intake Rehab Design Service	315,406		
Hogchute Res Dam, Spillway & Outlet Design Svc	195,842		
Water Lab Equipment	140,000		
Juniata Guard Gates	104,395		
Engineering Study On Upgrade	44,328		
Reservoir #3 Rehabilitation	18,866		
<b>Carryforward</b>	<b>\$ 2,773,434</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 301 Supplemental Appropriation</b>	<b>\$ 2,773,434</b>		
<b>Grand Junction Convention Center Fund 303</b>			
Grand Junction Convention Center Improvements	\$ 422,827		
<b>Carryforward</b>	<b>\$ 422,827</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 303 Supplemental Appropriation</b>	<b>\$ 422,827</b>		
<b>Fleet Fund 402</b>			
Fleet and Equipment Purchases	\$ 1,283,914		
<b>Carryforward</b>	<b>\$ 1,283,914</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 402 Supplemental Appropriation</b>	<b>\$ 1,283,914</b>		
<b>E911 Fund 101</b>			
Communication Center Capital Projects Detailed in Communication Center Fund 405	\$ 785,466		
<b>Carryforward</b>	<b>\$ 785,466</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 101 Supplemental Appropriation</b>	<b>\$ 785,466</b>		
<b>Communications Center Fund 405</b>			
Relocate Grand Mesa Tower	\$ 172,339		
Logging Recorder	120,698		
Microwave Replacements at Radio Sites	115,000		
Fiber Project as part of Raw Water Line	84,000		
Planned Radio Site Upgrade	80,000		
Lee's Point Replacement Bldg.	69,025		
USDA Lease and Motorola Radios	60,280		
800 MHz Capital Improvements	42,775		
Radio Console/PC Upgrades	41,349		
<b>Carryforward</b>	<b>\$ 785,466</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 405 Supplemental Appropriation</b>	<b>\$ 785,466</b>		
<b>Joint Sewer Fund 900</b>			
Sewer Line Replacement in Collection System	\$ 1,250,263		
Sewer Trunk Line Extensions, 23 Road Trunk Expansion	1,170,488		
Persigo Lab Equipment	100,000		
Tiara Rado Forcemain Replacement Feasibility Study Roll PO 2019-414	67,421		
Persigo Plant Studies	64,624		
<b>Carryforward</b>	<b>\$ 2,652,796</b>		
<b>New Spending</b>	<b>\$ 0</b>		
<b>Total Fund 900 Supplemental Appropriation</b>	<b>\$ 2,652,796</b>		

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2020 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020.**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2020 to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
General Fund	100	\$ 1,125,000
E911 Fund	101	\$ 785,466
CDBG Fund	104	\$ 497,724
Parkland Expansion Fund	105	\$ 394,936
First Responder Tax Fund	107	\$ 500,000
Sales Tax CIP Fund	201	\$ 7,968,891
Transportation Capacity Fund	207	\$ 799,493
Water Fund	301	\$ 2,773,434
Grand Junction Convention Center Fund	303	\$ 422,827
Fleet and Equipment Fund	402	\$ 1,283,914
Communication Center Fund	405	\$ 785,466
Joint Sewer Operations Fund	900	\$ 2,652,796

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Attest:

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



## Grand Junction City Council

### Regular Session

Item #2.b.i.

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**Meeting Date:** April 15, 2020

**Presented By:** Lance Gloss, Associate Planner

**Department:** Community Development

**Submitted By:** Lance Gloss, Associate Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Rezoning Three Properties Totaling 10.86 Acres from R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

Planning Commission will hear this item at its March 14, 2020 meeting and make a recommendation to City Council.

#### **EXECUTIVE SUMMARY:**

The Applicants, Kyle Berger and Mark Beckner, are requesting a rezone of three properties totaling 10.86 acres located at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from the R-R (Residential - Rural), R-E (Residential - Estate), and R-1 (Residential - 1 du/ac) zone districts to an R-2 (Residential - 2 du/ac) zone district. This rezone request comes in anticipation of a simple subdivision to adjust boundary lines for these parcels. The requested R-2 zone district is consistent with the Comprehensive Plan Future Land Use designation of Residential Low (0.5 to 2.0 units/acre).

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

The subject properties are located at 2576 Tahoe Drive, 2574 and an adjacent unaddressed property with Mesa County tax parcel number 2945-031-00-201. The property at 2576 Tahoe Drive is presently developed as a single-family residence. The

property at 2574 Tahoe Drive is presently leased as pasture, and includes a small permanent structure that was formerly used to store and distribute farm goods. The unaddressed parcel of note presently consists of an open storm drain and vegetation with no additional improvements. A simple subdivision is being reviewed concurrent with this rezone proposal; that subdivision request includes the three properties proposed for rezoning here as well as the property at 2591 G Rd. The property at 2591 G Road, adjacent to the northeast of the proposal, is part of the concurrent subdivision proposal but is not part of this rezone application. The property at 2591 G Road is currently zoned R-2, and is primarily used as a single-family residence with farming and agriculture, and has a greenhouse on site in addition to the principal residential structure and accessory structures closely adjacent thereto.

The subject properties were annexed into the City in 2000 as part of the G Road South Enclave Annexation. That annexation included 381 acres with a range of residential zone districts.

The unaddressed subject property has never been subdivided in the City of Grand Junction. The lots at 2574 Tahoe Drive and 2576 Tahoe Drive have been subdivided twice in the last decade. These lots were split to form two equal-sized rectangular parcels as part of the Burnell Subdivision in 2014. A replat adjusting the boundaries between those two lots was accomplished by the Rooted Gypsy Subdivision of 2018 to produce the present configuration.

The Applicant's plan for development, pending rezoning to the R-2 zone district, is a boundary line adjustment involving the three subject properties and an additional property at 2591 G Road. As represented by the Applicant, the intent is to continue only agricultural operations for the existing business called Rooted Gypsy Farms. The Applicant has resolved, as of February 11, 2020, to ensure that no business is conducted on the property that would be considered an inappropriate use in the R-2 zone district, such that packaging, aggregation, and sales activities related to the Rooted Gypsy Farms business will no longer take place on the property.

If the subdivision request is approved, it will result in a lot in the southwest corner of the development area, taking access from Tahoe Drive, designed to allow construction of a single-family home. This is the only near-term plan for new residential development on the subject properties. Future residential development could be more dense under the R-2 zoning district as considered in this zoning review, which would allow up to 2 dwelling units per acre and also allow two-family residential dwellings. Rezoning would have other consequences on allowed uses. For example, rezoning the existing single-family residential property at 2574 Tahoe Drive from R-R to R-2 will eliminate several uses that are currently allowed by right on the property, such as indoor entertainment facilities and indoor animal boarding sales, as well as several conditional uses including campgrounds and dairy operations. The overall effect would be to shift the

allowed uses on the parcels from typically rural uses to low- and medium-density urban uses.

In the vicinity surrounding the subject properties to the east, south, north, and west are single-family residential developments at a range of low and medium densities, generally in line with the proposed R-2 zoning. R-2 and R-R zoning is in place for parcels to the north, R-4 zoning is in place to the west, R-1 zoning is in place to the east, and R-R zoning is in place to the south. No zoning overlay applies to the subject parcels, nor is a neighborhood plan in place for this area.

The Comprehensive Plan Future Land Use Map designates these parcels for development as Residential Low. This Residential Low category is a residential designation for single-family detached residences with typically 0.5 to 2 units per acre, for which urban services are supplied. It is intended to support greater density than Rural or Estate future land use designations, but is not intended for medium or high intensity residential uses, nor for commercial or industrial uses.

As alluded to above, a code enforcement case was opened by the City of Grand Junction regarding the operations of the Rooted Gypsy Farms business on the subject properties. On October 30, 2019 a Notice of Violation was issued to Rooted Gypsy Farms. The violation was the use of the property for retail sales of farm produce, which is not an allowed use in either the current zone districts of R-R, R-E, and R-1, nor under the proposed R-2 zone district. Working with Code Enforcement, the operators of Rooted Gypsy Farms and the Applicants have identified and committed to a remedy for this violation. Agricultural activities may continue on the subject properties, and a limited home office may be approved as a Home Occupation per the standards of GJMC 21.04.040(g). Any and all activities that are categorized as uses that are not appropriate for the R-2 zone district—specifically processing, assembly, and distribution of agricultural products sourced from off-site—have ceased and will not be reinitiated on the subject properties. This remedy was confirmed on February 11, 2020, allowing this rezone review and the concurrent subdivision review to be carried out.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on September 17, 2019 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Approximately 15 citizens, along with the Applicants, the Representative, and other residents of subject properties. City planning staff were in attendance. A variety of comments and concerns were expressed at the meeting. Most comments were directed toward the subdivision application which is under administrative review pending a rezone of the parcels to a uniform R-2 zone district. Some comments centered on access to the newly created lots via Tahoe Drive, especially in relation to civil disagreements regarding landscaping commitments and possible episodes of past

trespass. These comments do not specifically pertain to the rezone proposal. Comments were also made about the possibility of more concentrated residential development in the future, if agricultural operations cease.

Comments were also made at the neighborhood meeting about the agricultural operations, particularly the impact of delivery vehicle traffic. Agricultural operations are permitted in the existing and proposed zone districts. Retailing of goods/products is not permitted in the existing zone districts. An Code Enforcement case was opened to examine whether operations constituted retail or manufacturing/processing rather than agricultural operations. That Code enforcement case has since been resolved, such that current business on the property fits within the allowed agricultural use.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 3, 2020 and was also sent to those in attendance at the neighborhood meeting. The subject property was posted with an application sign on October 9, 2019 and again, with updated information, on March 2, 2020 and notice of the public hearing was published on March 17, 2020 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

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

The Comprehensive Plan includes a Future Land Use Map which identifies the subject parcels as having a Residential Low (0.5 to 2.0 units/acre) designation. Both the Applicant's proposed zoning of R-2, as well as the existing designations of R-1, R-E, and R-R, are supported by the Future Land Use Map designation of Residential Low.

Just one of the subject properties, the property at 2574 Tahoe Drive, was rezoned from R-R to R-E in 2018, in relation to a contemporaneous simple subdivision. Other than that rezone, the most recent zoning decision made regarding all of the subject properties was the zone of annexation in 2000 as a result of the G Road South Enclave Annexation. Subsequently, no event has occurred that has invalidated the original premises upon which that zoning decision was made. As existing zoning responds to the Comprehensive Plan Future Land Use Map, and as no significant event has occurred since the most recent zoning decision regarding the subject properties that

would invalidate them, R-1, R-E, and R-R remain valid zones for the subject parcels.

Therefore, staff finds that this criterion has not been met.

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

The City has seen the land use character within the immediate vicinity of the proposed rezone remain largely stable in the two decades since the G Road South Enclave Annexation. Following annexation, residents in the neighborhood expressed the desire to retain low-density zoning, to which City Community Development staff responded by maintaining a Residential Low Future Land Use designation for the wider area. Minimal changes have been made to the character of development and infrastructure in the immediate vicinity of the subject parcels since the zone of annexation.

Only two substantial developments have occurred within a half-mile radius of the subject properties since the G Road South Enclave Annexation. The Blue Heron Meadow Subdivision was developed beginning in 2007, leading to the establishment of a 31 single-family residence approximately one-third of a mile north of the subject properties. The Valley Meadows North Subdivision was developed beginning in 2005, leading to the establishment of 22 single-family residences abutting the subject properties to the west. Prior to the development of Valley Meadows North Subdivision, the subject properties did not have an improved access to the public right-of-way. Development of the Valley Meadows North Subdivision included the construction of Tahoe Circle and a stub street leading to the subject properties, which was required by City Development Engineers to enable higher intensity future development of the subject properties. As a result, access to the subject properties has been significantly improved.

City staff finds that the development of the Valley Meadows North Subdivision, which currently provides a means for improved ingress/egress to two of the subject properties and will provide an access alternative to G Road for future residential development on all of the subject properties, constitutes a change to the character and condition of the area that supports the consideration of R-2 zoning for the property.

Therefore, staff finds that this criterion has been met.

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

The subject properties are within an urbanizing area of the City of Grand Junction.



Adequate public and community facilities and services are available and sufficient to serve uses associated with a R-2 zone district. The type and scope of land use proposed by the Applicant (agricultural and single-family) as well as those allowed within the R-2 zone district is similar in character and extent to the existing land use of the subject properties and adjacent properties. The properties are currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy electricity and natural gas. No nearby transit service is provided. Commercial and employment opportunities such as retail, offices, and restaurants are proximate in location and found nearby along Horizon Drive and surrounding the intersection of Patterson Road and 25 ½ Road.

Based on the provision and concurrency of public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

No major change in land use is contemplated by the rezone, and the current zoning of the subject parcels as R-R, R-E, and R-1 allows for continued agricultural operations and low-density residential development. The Applicant contemplates construction of a single-family residence pending rezoning and lot line adjustment. An additional single-family residence can be built on the parcel at 2574 Tahoe Drive, which currently supports no dwellings.

The existence of an inadequate supply of suitably designated land is not cited as a reason for pursuing a rezone by the Applicant in the Development Application dated October 15, 2019. Furthermore, a large supply of parcels with R-2 and similarly low-density residential zoning exists within the immediate vicinity of the subject properties. R-2 is also one of the most prolific zone districts in the City of Grand Junction, with approximately 6.2% of parcels within the City zoned R-2.

Based on these considerations, staff finds that this criterion is not met.

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

The Future Land Use designation of Residential Low contemplates a mix of low-density residential uses which is equally implemented by the R-2 as by the R-R, R-1, and R-E zone districts. The community will derive benefits from the proposed rezone by creating an opportunity for the land to be developed with greater residential density in the future. Such development is not contemplated by this Applicant as represented in the Application but would be enabled by the rezone should it be desired in the future.

Therefore, staff finds that this criterion is satisfied.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

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

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

**Policy A:** In making land use and development decisions, the City will balance the needs of the community.

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

**Goal 6:** Land Use decisions will encourage preservation of existing buildings and their appropriate reuse.

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

After reviewing the Augustine Blue Rezone, RZN-2019-585, to rezone three parcels of 8.75 acres, 2.03 acres, and 0.8 acres totaling 10.86 acres from R-E (Residential Estate, 1 unit/acre) R-R (Residential Rural 5 acres/unit), and R-1 (Residential 1 unit/acre) to the R-2 (Residential, 2 units/acre) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;
2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Staff recommends approval of the request to rezone the three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel of 8.75 acres, 2.03 acres, and 0.8 acres totaling 10.86 acres from the R-E (Residential – Estate) R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) to the R-2 (Residential – 2 du/ac) zone district.

### **FISCAL IMPACT:**

This land use action does not have any direct fiscal impact.

### **SUGGESTED MOTION:**

I move to introduce an Ordinance rezoning three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from a R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) zone district to a R-2 (Residential, 2 du/ac) zone district, and set a public hearing for May 6, 2020.

### **Attachments**

1. Development Application Packet
2. Maps and Locations
3. Proposed Ordinance

**CITY OF GRAND JUNCTION**  
**SURVEYOR VERIFICATION INITIAL SUBMITTAL CHECKLIST**  
 (GS = GRAPHIC STANDARDS F = FEATURES)

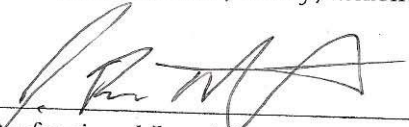
Plat Name AUGUSTINE BLUE SUBDIVISION

- |   | Yes                                 | N/A                                 |
|---|-------------------------------------|-------------------------------------|
| 1. A legible scale is indicated and a graphic bar scale included (GS A)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Drawing size is 24"x36" (GS B)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Margins; 2" minimum left, 1/2" top, bottom and right (GS B)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Minimum text height is 0.08" lower case letter height (GS R)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Limits of platted parcel are depicted with a bold, heavy line weight (GS E)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. North arrow appears on each sheet (GS I)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. All abbreviations and symbols used on the plat listed in a legend (GS M,N)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Match lines used for multiple sheet plats (GS P)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. A graphical key index map for multiple sheet plats (GS P)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Legible site/vicinity map (all major streets or roads within 1/2 mile) (F 26)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. All section, 1/4 section and 1/16 section lines within plat or used for control are drawn with lightly dashed lines and accurately described (GS K) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Plat name in large bold characters in top center of sheet (GS K)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Plat name cannot begin with "The", "A", "Replat" or numerals (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. All descriptive references shall be placed beneath the plat name (GS K)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 15. Crosshatching, if used, neat and legible and doesn't obscure text (GS E)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16. Replats shall not depict existing lots, tracts or parcels (F 27)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Improvement survey meeting State and City requirements (F 1)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 18. All recorded and apparent rights-of-way and easements are depicted (F 2a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 19. Indicate the source for the recorded easements and rights-of-way (F 2a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 20. Book and page recording information for easements and rights-of-way (F 2b)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 21. Easements and rights-of-way completely dimensioned (F 2c)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 22. Easements and rights-of-way dimensioned to lot lines and boundaries (F 2c)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 23. All easements identified on the plat (F 2d)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 24. Blanket easements noted with all recording information noted (F 2e)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 25. All dimensions necessary to establish boundaries in field (F 21)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 26. Statement that survey was performed under responsible charge of surveyor (F 22)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 27. All interior "excepted" parcels labeled as "NOT PLATTED HEREON" (F 23)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 28. A written statement describing the Basis of Bearings (F 3a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

	Yes	N/A
29. Basis of Bearings line graphically depicted and tied to boundary of plat (F 3b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30. Boundary monuments fully described with size, composition and markings (F 4b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
31. Boundary monuments no further than 1400' apart (F 4e)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
32. Monuments set at all angle points and at the beginning and end of curves (F 4f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33. Witness corners set on line or prolongation thereof (F 4g)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34. Two reference monuments for each corner if not set on line or extension (F 4g)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35. Control monuments shown and identified (F 4h)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36. Monuments set at the boundary intersection of newly dedicated rights-of-way (F 4i)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
37. Description references the City, County and State (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38. Description references the Section, Township, Range and Meridian (F 5a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. Descriptions for replats include recording information of prior plat (F 5b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40. Descriptions for replats include reference to lots and blocks being replatted (F 5b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41. Description and boundary is complete and has a mathematical closure of +/- 0.01' (F 5c, 20a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42. The Point of Commencement and Beginning clearly indicated (F 5d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
43. Conflicts from adjoining descriptions shown and method of resolution noted (F 7a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
44. Physical evidence of boundary conflicts noted (F 7b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
45. Recorded boundary agreements noted and recording information included (F 7c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46. Dedication language for conveyances to the City matches approved City model language and corresponds with items such as new easements labeled on the plat (GS 2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
47. Consent to subordination for all known lienholders (F 8a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48. Notary statement for all known lienholders (F 8b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49. Place for the record owner(s) signature(s) with notarized acknowledgement (F 9a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50. Statement by owner "that all lienholders appear hereon" or "there are no lienholders of record" (F 9b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51. Total area of lands being platted noted in acres or square feet (F 10a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
52. Summary table provided, including percentage of the whole (F 10c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
53. Adjoining subdivisions noted with plat title and recording information (F 11a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
54. If plat includes a portion of a previously recorded plat, sufficient ties to controlling lines within the previous plat (F 11b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55. All adjoining recorded and apparent easements depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
56. All adjoining recorded and apparent rights-of-way depicted (F 11c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57. Width and use of adjoining rights-of-way, easements and reservations (F 11d)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- |  | Yes                                 | N/A                                 |
|--|-------------------------------------|-------------------------------------|
| 58. Recording information for adjoining rights-of-way, easements & reservation (F 11a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 59. Tabular data of lines and curves on applicable sheet, if possible (F 28)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 60. Vertical datum must be referenced to NAVD88, unless otherwise preapproved (F 12a)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 61. Horizontal data shall be the Mesa County Local Coordinate System,<br>unless otherwise preapproved (F 12b)                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 62. Title block contains the Section, Township, Range and Meridian (F 13a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 63. The name of the plat appears in the title block (F 13b)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 64. Every revision must be dated and noted in the title block (F 13c)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 65. All curves must show the delta, arc length, radius, chord bearing and length (F 14a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 66. All non-tangent curves must be identified and labeled (including table data) (F 14b)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 67. Blocks and lots numbered consecutively (F 15a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 68. Additional filings, when contiguous, continues with sequential<br>numbering of lots and blocks from previous filings (F 15b) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 69. City model language on the plat for the City Manager and Mayor to sign (GS T, F 16a)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 70. City model language on the plat for the Clerk & Recorder's certificate (GS T, F 16b)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 71. City model language on the plat for the Title Company to sign (GS T, F 17)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 72. City model language on the plat for any lienholder to sign (GS T, F 8)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 73. City model language on the plat for the Owner(s) to sign (GS T, F 9)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 74. Place for the surveyor to sign and seal (GS T, F 6)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 75. "City Use Block" provided for City personnel to use (F 30)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

I HEREBY STATE that in my professional opinion, and based on my knowledge and belief, the attached submittal subdivision plat is in compliance with this checklist as indicated hereon, subject to clarifications, if any, attached hereto.

By:   
Professional Land Surveyor  
P.L.S. Number 38146  
Date: 10/15/19

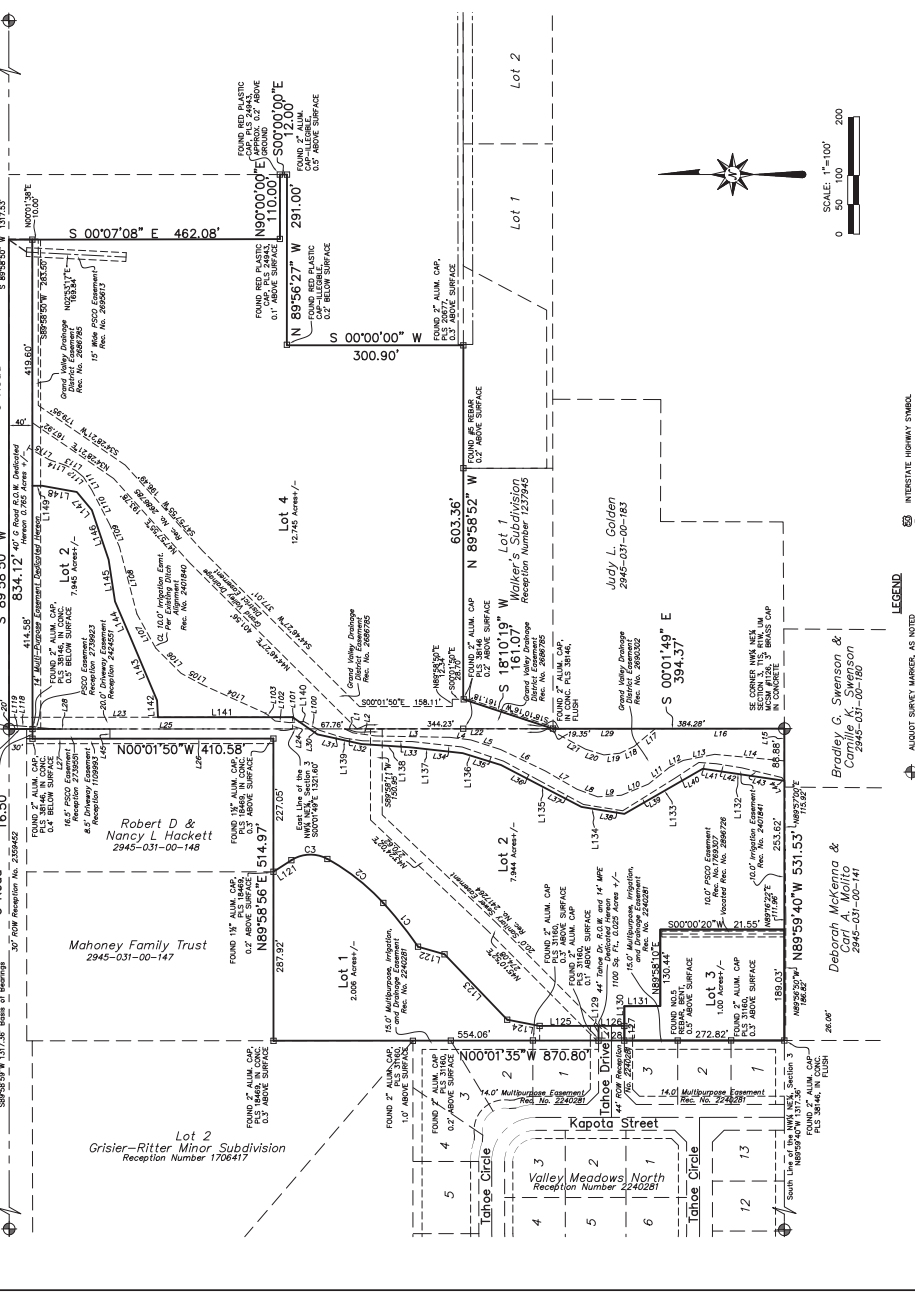


# AUGUSTINE BLUE SUBDIVISION

## A REPLAT OF LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION RECORDED AT RECEPTION NUMBER 2862456 AND PARCELS LOCATED IN THE NE1/4 NE1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO

**POINT OF BEGINNING**  
 MET CORNER NW 34 NE 1/4 SECTION 3, TOWNSHIP 1 S, RANGE 1 W, UTE MERIDIAN, MESA COUNTY, COLORADO, BEING THE POINT OF BEGINNING OF THE REPLAT OF LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION, AS SHOWN ON A PLAT RECORDED AT RECEPTION NUMBER 2862456.

**North Line of the NE 1/4 NE 1/4 Section 3**  
 S 89°58'50" W 834.12' 49" = Road 60.0' W. Driveway 100.0' 0.0' BELOW SURFACE

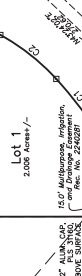


### LINE TABLE

LINE NUMBER	BEARING	DISTANCE
1	N 89°58'50" W	834.12'
2	S 00°01'49" E	40.00'
3	S 00°01'49" E	16.50'
4	N 89°58'56" E	514.97'
5	N 89°58'56" E	514.97'
6	N 89°58'56" E	514.97'
7	N 89°58'56" E	514.97'
8	N 89°58'56" E	514.97'
9	N 89°58'56" E	514.97'
10	N 89°58'56" E	514.97'
11	N 89°58'56" E	514.97'
12	N 89°58'56" E	514.97'
13	N 89°58'56" E	514.97'
14	N 89°58'56" E	514.97'
15	N 89°58'56" E	514.97'
16	N 89°58'56" E	514.97'
17	N 89°58'56" E	514.97'
18	N 89°58'56" E	514.97'
19	N 89°58'56" E	514.97'
20	N 89°58'56" E	514.97'
21	N 89°58'56" E	514.97'
22	N 89°58'56" E	514.97'
23	N 89°58'56" E	514.97'
24	N 89°58'56" E	514.97'
25	N 89°58'56" E	514.97'
26	N 89°58'56" E	514.97'
27	N 89°58'56" E	514.97'
28	N 89°58'56" E	514.97'
29	N 89°58'56" E	514.97'
30	N 89°58'56" E	514.97'
31	N 89°58'56" E	514.97'
32	N 89°58'56" E	514.97'
33	N 89°58'56" E	514.97'
34	N 89°58'56" E	514.97'
35	N 89°58'56" E	514.97'
36	N 89°58'56" E	514.97'
37	N 89°58'56" E	514.97'
38	N 89°58'56" E	514.97'
39	N 89°58'56" E	514.97'
40	N 89°58'56" E	514.97'
41	N 89°58'56" E	514.97'
42	N 89°58'56" E	514.97'
43	N 89°58'56" E	514.97'
44	N 89°58'56" E	514.97'
45	N 89°58'56" E	514.97'
46	N 89°58'56" E	514.97'
47	N 89°58'56" E	514.97'
48	N 89°58'56" E	514.97'
49	N 89°58'56" E	514.97'
50	N 89°58'56" E	514.97'

### CURVE TABLE

CURVE NUMBER	ARC LENGTH	CHORD	CURVE BEARING	BEARING AT ANGLE
C1	144.44'	144.44'	S 12° 12' 12" E	S 12° 12' 12" E
C2	346.83'	346.83'	S 12° 12' 12" E	S 12° 12' 12" E
C3	600.00'	600.00'	S 12° 12' 12" E	S 12° 12' 12" E



**AREA SUMMARY**

R.O.W.	= 0.79 Acres
LOTS	= 23.69 Acres
TOTAL	= 24.48 Acres

### AUGUSTINE BLUE SUBDIVISION

N 1/2 NE 1/4 SECTION 3, TOWNSHIP 1 S, RANGE 1 W, UTE MERIDIAN, MESA COUNTY, COLORADO

#### High Desert Surveying, LLC

Grand Junction, Colorado 81503  
 Telephone: 970-254-8649 Fax: 970-241-0451

DATE: October, 2019

PREPARED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 SCALE: AS SHOWN

**SURVEYOR'S CERTIFICATION:**

I, J. Ben Elliott, do hereby certify that the accompanying plat of AUGUSTINE BLUE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Colorado. The survey was conducted on the ground and the bearings and distances were taken from the best of my knowledge and belief that the same conform to the requirements for a subdivision plat specified in the City of Grand Junction Development Code and the provisions of the Colorado Surveying Act, C.R.S. Title 24, Article 10. This survey is not a warranty or warranty, either express or implied.

- LEGEND**
- ALIBUT SURVEY MARKER, AS NOTED
  - REPLAT OF LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION, AS SHOWN ON A PLAT RECORDED AT RECEPTION NUMBER 2862456
  - IRREGULAR SURVEY, AS NOTED
  - ADJUSTED BEARING, AS NOTED
  - UNADJUSTED BEARING, AS NOTED
  - UNADJUSTED DISTANCE, AS NOTED
  - ADJUSTED DISTANCE, AS NOTED
  - ADJUSTED ANGLE, AS NOTED
  - CHORD BEARING OF ARC
  - CHORD DISTANCE OF ARC
  - PERCENT SYMBOL
  - AND SYMBOL
- INVESTIGATIVE SURVEY SYMBOLS:**
- U.S. STATE HIGHWAY SYMBOL
  - U.S. UNITED STATES
  - U.S. NATIONAL LAND SURVEY
  - U.S. COLONIAL REVISED STATUTES
  - THE SURVEY, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF)
  - No. NUMBER
  - RECEIPTS
  - M.P. METERS PER FOOT
  - M.P.L. METERS PER LINEAL
  - M.P.A. METERS PER AREA
  - M.P.C. METERS PER CUBIC
  - M.P.V. METERS PER VOLUME
  - M.P.S. METERS PER SQUARE
  - M.P.T. METERS PER TON
  - M.P.W. METERS PER WEIGHT
  - M.P.M. METERS PER MASS
  - M.P.L.M. METERS PER LINEAR MASS
  - M.P.L.A. METERS PER LINEAL AREA
  - M.P.L.V. METERS PER LINEAL VOLUME
  - M.P.L.S. METERS PER LINEAL SQUARE
  - M.P.L.T. METERS PER LINEAL TON
  - M.P.L.M. METERS PER LINEAL MASS
  - M.P.L.W. METERS PER LINEAL WEIGHT
  - M.P.L.M. METERS PER LINEAL MASS
  - M.P.L.W. METERS PER LINEAL WEIGHT

**NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS FROM THE DATE OF THE DATE OF CELEBRATION OF THIS SURVEY. ANY DEFECT IN THIS SURVEY WILL NOT BE CONSIDERED MORE THAN TEN YEARS FROM THE DATE OF CELEBRATION OF THIS SURVEY.





# 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: Boundary Line Adjustment and Rezone

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

Existing Land Use Designation: Residential Existing Zoning: RR, R-2, R-1  
Proposed Land Use Designation: Residential Proposed Zoning: R-2

### Property Information

Site Location: Tahoe Drive, 26 & G Rd. Site Acreage: Approx. 22.3  
Site Tax No(s): 2945-031-00-014; 2945-031-072-002; 2945-031-00-201; 2945-031-072-001 Site Zoning: R-2

Project Description: Reconfigure the 4 existing parcel boundaries to create four new parcels and to change zoning on all new parcels to R-2

<u>Property Owner Information</u>	<u>Applicant Information</u>	<u>Representative Information</u>
Name: <u>See Attachment</u>	Name: <u>Mark Beckner</u>	Name: <u>Larry Beckner</u>
Street Address: _____	Street Address: <u>2591 G Road</u>	Street Address: <u>200 Grand Avenue</u>
City/State/Zip: _____	City/State/Zip: <u>Gr. Jct., CO 81506</u>	City/State/Zip: <u>Gr. Jct., CO 81501</u>
Business Phone #: _____	Business Phone #: <u>640-5419</u>	Business Phone #: <u>(970) 986-3400</u>
E-Mail: _____	E-Mail: <u>mbeckner@inotekgroup.com</u>	E-Mail: <u>lbeckner@hfak.com</u>
Fax #: _____	Fax #: _____	Fax #: <u>986-3401</u>
Contact Person: _____	Contact Person: _____	Contact Person: <u>Larry Beckner</u>
Contact Phone #: _____	Contact Phone #: _____	Contact Phone #: <u>986-3400</u>

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

Signature of Person Completing the Application: [Signature] Date: 8/27/19  
Signature of Legal Property Owner: [Signature] Date: 8/27/19

**Property Line Adjustment & Rezone  
26 & G Road**

785491

Property Owner Information

The project seeks to adjust property lines on four existing parcels, to create 4 new parcels and to rezone all parcels to R-2. The parcels have four different owners.

**Parcel 2945-031-00-014**

Name: Mark Beckner and Sara A. Beckner  
Address: 2591 G Road  
Grand Junction, CO 81506  
Phone: 970-640-5419  
E-Mail: mbeckner@inotekgroup.com  
Contact Person: Mark Beckner  
Phone: 970-640-5419

**Parcel 2945-031-00-201**

Name: Augustine Blue Holdings, LLC  
Address: No Address  
Grand Junction, CO 81506  
Phone: 970-640-5419  
E-Mail: mbeckner@inotekgroup.com  
Contact Person: Mark Beckner  
Phone: 970-640-5419

**Parcel 2945-031-72-001**

Name: Kyle L. Berger and Hadassa L. Berger  
Address: 2576 Tahoe Drive  
Grand Junction, CO 81505  
Contact Person: Kyle Berger  
Phone: 970-434-9658

**Parcel 2945-031-72-002**

Name: Mark Beckner  
Address: 2574 Tahoe Drive  
Grand Junction, CO 81506  
Phone: 970-640-5419  
E-Mail: mbeckner@inotekgroup.com  
Contact Person: Mark Beckner  
Phone: 970-640-5419

# New Configuration

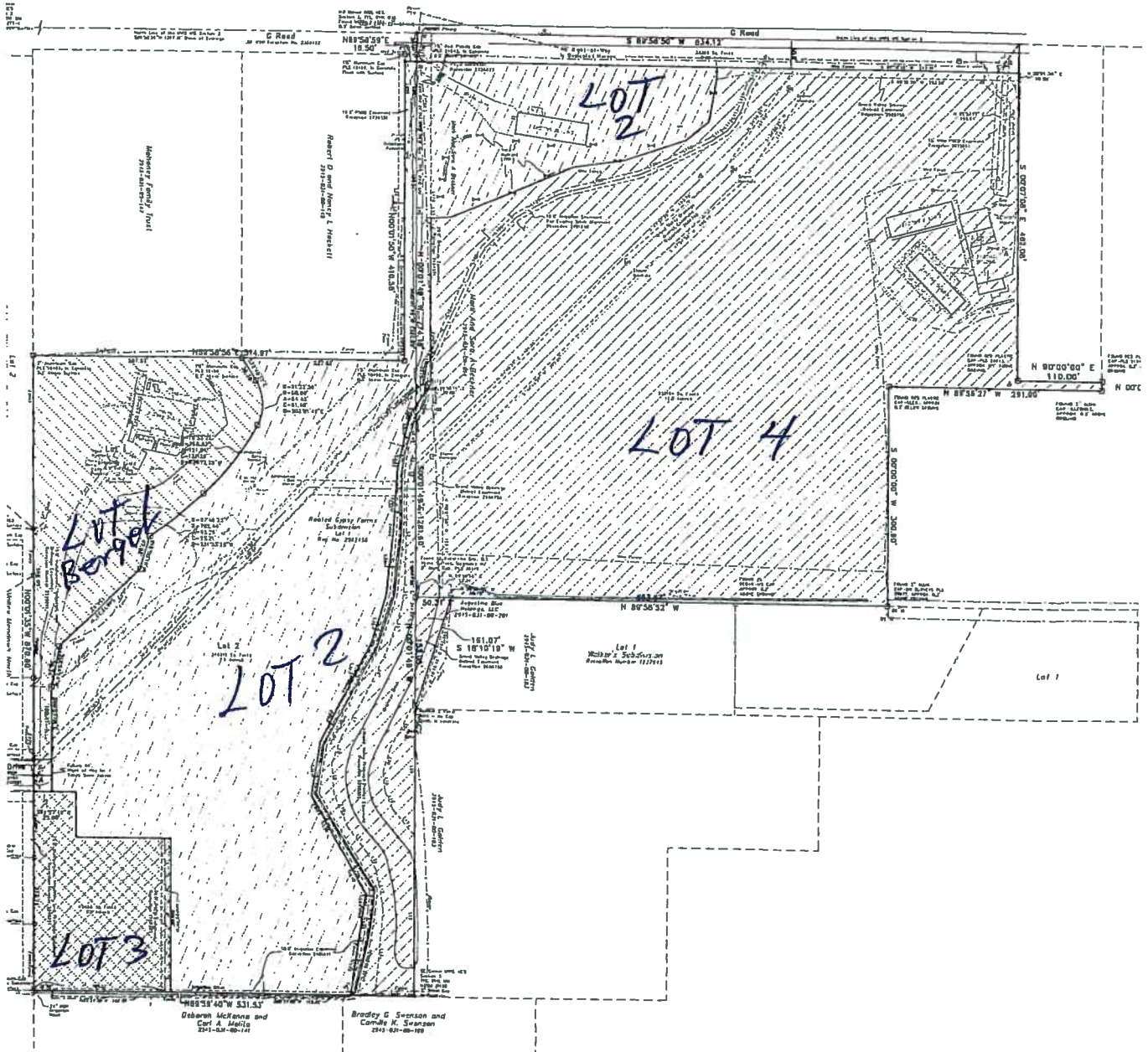


Exhibit A

## NEIGHBORHOOD MEETING NOTICE

### Augustine Blue Subdivision

Tuesday, September 17, 2019

5:30 PM

To: Adjacent Property Owners

**Purpose:** To present to the neighborhood the proposed rezone of properties owned by Mark and Sara Beckner and by Kyle and Hadessa Berger.

**Where:** Farm Stand located at 2576 Tahoe Drive. The meeting is located on the property subject to the requested rezone.

The applicants, Mark and Sara Beckner, and Kyle and Hadessa Berger, seek to rezone their four parcels of land to an R-2 zone. The zoning is currently mixed including R-2, R-R, R-E and R-2. The property subject to this rezone request consists of 24.48 acres of land and comprises four tax parcels. The applicants seek to adjust the current parcel lines to create four subdivided lots. The impetus for this project is to sell approximately 7.9 acres of land to Kyle and Hadessa Berger who have purchased from the Beckners the business known as Rooted Gypsy Farms. The new parcel to be acquired by the Bergers includes the greenhouse adjacent to G Road. The new configuration of parcels will consist of the current property owned by the Bergers and where their residence is located, the 7.9 acres to be acquired by the Bergers from the Beckners, a lot of approximately 12.8 acres for the continued use by the Beckners of their residence, and a single family residential lot of approximately 1 acre adjoining Tahoe Drive.

We look forward to meeting with you and discussing this proposal. If you have questions before the meeting, please contact Larry Beckner at his office at 970-986-3400, or contact him by email at [lbeckner@hfak.com](mailto:lbeckner@hfak.com)

Thank you,

Mark & Sara Beckner  
Kyle & Hadessa Berger

*Exhibit B*

2620 G ROAD  
JOY W BUSH  
2616 ASTER CT  
GRAND JUNCTION CO 81506-8527

ACHIERNO L&C FAMILY TRUST  
664 1/2 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

ADCOX SANDRA K  
682 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

AUBERT JUSTIN L  
AUBERT KENDI K  
703 ESTATES BLVD  
GRAND JUNCTION CO 81505-9599

AUGUSTINE BLUE HOLDINGS LLC  
PO BOX 2185  
GRAND JUNCTION CO 81502-2185

BALDWIN DAVID D  
BALDWIN NANCY ANN  
679 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

BARNES SARA ELIZABETH  
2576 GALLEY LN  
GRAND JUNCTION CO 81505-1412

BECKNER LARRY  
PO BOX 40  
GRAND JUNCTION CO 81502-0040

BECKNER MARK  
BECKNER SARA A  
PO BOX 2185  
GRAND JUNCTION CO 81502-2185

BERGER KYLE L  
BERGER HADASSA L  
2576 TAHOE DR  
GRAND JUNCTION CO 81505-1492

BLACKMER PATRICK C  
BLACKMER CINDY L  
695 GLEN CARO DR  
GRAND JUNCTION CO 81506-8398

BLANGSTED FAMILY TRUST  
674 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

BOMBERG BRYAN C  
BOMBERG KAREN M  
687 26 RD  
GRAND JUNCTION CO 81506-1409

BULLARD LARRY TRUST  
BULLARD SALLY TRUST  
701 ESTATES BLVD  
GRAND JUNCTION CO 81505-9599

CHRISTENSEN MICHAEL A  
271 GETTYSBURG ST  
GRAND JUNCTION CO 81503-7702

CIMARRON NORTH  
KEN PETERSON  
2565 TRAILS END CT  
GRAND JUNCTION CO 81505-1431

CITY OF GRAND JUNCTION  
DAVE THORNTON  
250 N 5TH ST  
GRAND JUNCTION CO 81501-2628

COLE LUKE MITCHELL  
COLE ASHLEY ANN  
669 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

COLEMAN DYLAN J  
COLEMAN MARY E  
681 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

CONFIDENTIAL OWNER  
689 26 RD  
GRAND JUNCTION CO 81506-1409

CUESTA VERDE LLC  
775 26 RD  
GRAND JUNCTION CO 81506-1432

DESROSIERS DON C  
DESROSIERS KATHRYN M  
455 WILDWOOD DR  
GRAND JUNCTION CO 81507-2505

DRAZEK JAN B  
685 1/4 26 RD  
GRAND JUNCTION CO 81506-1409

DUNN ALICE JEAN  
2625 BIRCH CT  
GRAND JUNCTION CO 81506-4871

ENGLAND GARY M  
670 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

ESSMAN MARTIN L  
ESSMAN DOLORIS  
PO BOX 901  
QUARTZSITE AZ 85346-0901

EVANS JOHN PENN  
EVANS NINA NIKOL  
607 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

EVARTS LA TRUST  
2191 FREMONT DR  
LAKE HAVASU CITY AZ 86406-8301

FENNELL PATRICIA A  
699 26 RD  
GRAND JUNCTION CO 81506-1409

FRIEDRICHS MARY  
2582 FOX RUN  
GRAND JUNCTION CO 81505-8679

Exhibit C

GAGGINI CATHERINE REVOC TRUST  
2575 FOX RUN  
GRAND JUNCTION CO 81505-8679

GEARY DANIEL RAYMOND  
DONALD RICHARD  
6593 S DOVER ST  
LITTLETON CO 80123-3310

GJ TECH CENTER LLC  
559 SANDHILL LN UNIT 100  
GRAND JUNCTION CO 81505-7104

GOLDEN JUDY L  
679 26 RD  
GRAND JUNCTION CO 81506-1409

GOLDEN JUDY L  
679 26 RD  
GRAND JUNCTION CO 81506-1409

GRAND VALLEY IRRIGATION  
COMPANY  
688 26 RD  
GRAND JUNCTION CO 81506-1405

GRAND VALLEY IRRIGATION  
COMPANY  
688 26 RD  
GRAND JUNCTION CO 81506-1405

GRASSIA BERIT M  
GRASSIA ROBERT G & HARRIS LYNNE  
C GRANTEE BENEFICIARIES  
2556 MCCOOK AVE  
GRAND JUNCTION CO 81505-1052

GRIFFITH ROBERT L  
GRIFFITH M DENISE  
683 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

GRISIER JAMES R  
690 25 1/2 RD  
GRAND JUNCTION CO 81505-6957

HAAS CINDERA L  
676 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

HACKETT ROBERT D  
HACKETT NANCY L  
2573 G RD  
GRAND JUNCTION CO 81505-9548

HANOSH JAMES J JR  
HANOSH SONDA LYNN  
706 ESTATES BLVD  
GRAND JUNCTION CO 81505-9598

HARRIS JOSHUA  
HARRIS SHAUNA L  
382 EXPLORER CT APT 1  
GRAND JUNCTION CO 81507-2687

HAWKINS CAROLEE  
HAWKINS TYLER  
683 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

HEADDY WINFRED L  
HEADDY KATHERINE L  
680 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

HENDERSON SHAWN T  
HENDERSON MELINDA M  
675 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

HULSE GEORGE R JR  
HULSE CATHERINE M  
675 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

HUNT ROBERT R  
2572 YOUNG CT  
GRAND JUNCTION CO 81505-1417

JAMES GERALD R  
JAMES KENNETH D, MCKEE CYNTHIA  
D, SPARKS JANINE L  
668 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

JOCHIM TARA L  
JOCHIM RANDALL  
679 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

JONES DONALD R  
JONES C E  
693 26 RD  
GRAND JUNCTION CO 81506-1409

KALMON GENE  
2559 MCCOOK AVE  
GRAND JUNCTION CO 81505-1053

KAY SUBDIVISION  
PATTIE VISCONTI  
659 JANECE DR  
GRAND JUNCTION CO 81505-1420

KNIRLBERGER ERWIN  
KNIRLBERGER ELKE  
695 26 RD  
GRAND JUNCTION CO 81506-1409

KULICK MARGARET M  
GREINER MARY ANN  
665 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

LHOTKA ELENA MARY  
681 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

MADISON CHRISTOPHER A  
MADISON ROBIN R  
PO BOX 4002  
GYPSUM CO 81637-4002

MAHONEY FAMILY TRUST  
2567 G RD  
GRAND JUNCTION CO 81505-9548

MAHONEY JAMIE L  
687 1/2 26 RD  
GRAND JUNCTION CO 81506-1409

MAREAN JC TRUSTEE  
MAREAN SUZI TRUSTEE  
671 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

MAST THOMAS A  
MAST NANCY K  
686 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

MCKENNA DEBORAH  
MOLITO CARL A  
2574 YOUNG CT  
GRAND JUNCTION CO 81505-1417

MILLER MARK A  
702 ESTATES BLVD  
GRAND JUNCTION CO 81506-9598

MILLS STEVEN MICHAEL  
NOONE SULLEN  
135 BLACKFOOT LN  
GUNNISON CO 81230-8724

MOON RIDGE FALLS HOA  
ED SCHLAGEL  
678 CRESCENT CT  
GRAND JUNCTION CO 81505-1071

NOBLE PATRICIA A  
HANEY KATHLEEN A GRANTEE  
BENEFICIARY  
52830 LISBURNE AVE  
KENAI AK 99611-9361

O'NEAL DIANE M  
O'NEAL JOHN M  
1551 CORTLAND CT  
GRAND JUNCTION CO 81506-5245

POWELL CRAIG  
POWELL MEGAN  
676 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

QUESENBERRY LLOYD D  
QUESENBERRY LORA K  
2588 G RD  
GRAND JUNCTION CO 81505-9537

REDDING JOHN D  
BELT RONALD A  
672 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

REED PAUL AND BETTY LIVING  
TRUST  
673 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

RITTER EARL D  
RITTER NANCY  
2565 G RD  
GRAND JUNCTION CO 81505-9548

SHERMAN BERNADINE RAE  
2570 YOUNG CT  
GRAND JUNCTION CO 81505-1417

STANFIELD JAY T  
STANFIELD CINDY J  
685 1/2 26 RD  
GRAND JUNCTION CO 81506-1409

STORTER DAVID B  
STORTER MELANIE A  
687 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

SWENSON BRADLEY G  
SWENSON CAMILLE K  
2570 GALLEY LN  
GRAND JUNCTION CO 81505-1412

THE ESTATES  
LARRY BULLARD  
701 ESTATES BLVD  
GRAND JUNCTION CO 81506-9599

THOMPSON AMY LEE  
THOMPSON GRANT FOX  
680 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

TOOLEN DIANE M  
PO BOX 1791  
GRAND JUNCTION CO 81502-1791

TREGILGAS NEIL  
TREGILGAS KIMBERLY TAGE  
685 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

TROMBETTA DEREK  
2588 GALLEY LN  
GRAND JUNCTION CO 81505-1412

TROMBETTA-TICE SHARON A  
GOLDEN JUDY L  
775 26 RD  
GRAND JUNCTION CO 81506-1432

TROWBRIDGE BARBARA M  
678 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

TRZECIAK MARTIN G  
TRZECIAK PHYLLIS J  
2579 FOX RUN  
GRAND JUNCTION CO 81505-8679

VALLEY MEADOWS HOA  
SUE SHEA - PRESIDENT  
2535 WESTWOOD DR  
GRAND JUNCTION CO 81505-1047

VARDIMAN STEVEN  
664 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

VELARDE RONALD D  
VELARDE MARIAN C  
2558 MCCOOK AVE  
GRAND JUNCTION CO 81505-1052

WELLING MELINDA A  
705 ESTATES BLVD  
GRAND JUNCTION CO 81506-9599

WILKENS RANDALL  
WILKENS SHAWN  
662 KAPOTA ST  
GRAND JUNCTION CO 81505-1056

WILLIAMS JAY A  
CULLITON RHONDA L  
2586 G RD  
GRAND JUNCTION CO 81505-9537

WILLIAMS MARK N  
WILLIAMS SUZANNE E  
692 26 RD  
GRAND JUNCTION CO 81506-1405

WILSON NATHANIEL B  
WILSON LORI S  
678 KAPOTA ST  
GRAND JUNCTION CO 81505-3400

WOODBURY PETER D  
WOODBURY SUSAN C  
2582 GALLEY LN  
GRAND JUNCTION CO 81505-1412

WOOLSEY WILLIAM  
WOOLSEY JEANNE  
677 TAHOE CIR  
GRAND JUNCTION CO 81505-3401

WREN CASEY  
WREN TONYA  
677 26 RD  
GRAND JUNCTION CO 81506-1409






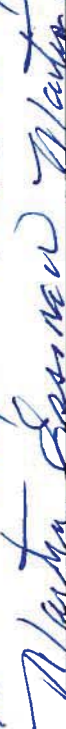




SIGN IN SHEET  
REZONE OF ROOTED GYPSY FARMS SUBDIVISION  
TO R-2 ZONING

Page 1

NAME	SIGNATURE	ADDRESS
Melanie Storter	<i>MS</i>	687 Tahoe Cir.
Cathy Hulse	<i>CH</i>	675 <del>7th</del> Kapota St.

EXHIBIT D

SIGN IN SHEET  
REZONE OF ROOTED GYPSY FARMS SUBDIVISION  
TO R-2 ZONING

NAME	SIGNATURE	ADDRESS
Lloyd Quisenberry		2588 G Road
Lora Quisenberry		2588 G Rd
Andrea Lacey		682 Kapota St GJ
Marta Essman		684 Kapota St.
Charles D. Swerther		688 26 Rd S1504
Bugars		1576 Tahoe Dr. 81505
Mast		686 Kapota St
Mark Beckner		P.O. Box 2185, GJ 81502

**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: 8/23/2019  
Project Name:  
Project Street Address: 2591 G Road, Grand Junction, Colorado 81506  
Assessor's Tax Parcel Number: 2945-031-00-014; 2945-031-072-001;  
2945-031-072-002; 2945-031-00-201  
Project Owner Name: Mark Beckner  
City or County project file #: 2019-365

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 4300 square feet.
  - b. All dwelling units will  will not  include an approved automatic sprinkler system.

Comments:

Two residences are constructed. One additional single residence will be built.

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:

b. List each building that will be provided with an approved fire sprinkler system:

3. List the minimum fire flow required for this project (based on Appendix B and C):

1000 g.p.m.

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:  
\_\_\_\_\_
  
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:  
\_\_\_\_\_
  
4. Attach fire flow test data for the fire hydrants nearest to the development/project that must be used to determine available fire flow: \_\_\_\_\_  
[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: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

**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.

**GENERAL PROJECT DESCRIPTION****Lot Line Adjustment – 2575 G Road**

Applicants: Mark Beckner &amp; Kyle Berger

Representative: Larry Beckner

**A. Project Description:**

*Location:* The project is generally located at 2576 Tahoe Drive and 2591 G Road. The properties subject to this project are four tax parcels identified as 2945-031-00-014 (the residence of Mark and Sara Beckner (“Beckner Residence”), 2945-031-00-201 (a small triangular parcel owned by Augustine Blue Holdings, LLC, a company owned by Mark and Sara Beckner (“Augustine Parcel”), 2945-031-72-001 (Lot 1 Burnell Subdivision owned by Kyle and Hadassa Berger (“Lot 1 Burnell”), and 2945-031-72-002 (Lot 2 Burnell Subdivision owned by Mark Beckner (“Lot 2 Burnell”). The project calls for a change in the boundary lines of these four parcels to create four new parcels. The existing parcels are currently zoned R-R, R-E, R-1 and R-2. As a part of the boundary line adjustments all parcels are to be rezoned R-2.

*Acreage:* Total size of the project is 23.7 acres. The existing four parcels will be configured into Lots 1 – 4 Augustine Blue Subdivision as described on the attached Plat identified as **Exhibit A**.

*Proposed Use.* The four reconfigured parcels are identified on the Plat as Lots 1 – 4 of Augustine Blue Subdivision. The size of each parcel is shown on the Plat. Attached is a rough drawing of the location of the 4 Lots. Lot 1 will be the location of the existing Berger residence and will continue to be used as a single family residence. Lot 2 will remain as farm land, will include the existing greenhouse in the NW corner and will be sold to the Bergers for the continued operations of Rooted Gypsy Farms. Lot 3 is one acre in size and will be sold to a third party for the construction of a single family residence. Lot 4 is the location of the existing Beckner residence and will continue to be used as a single family residence.

*Public Facilities.* Access to Lots 1, 2 and 3 will be via Tahoe Drive (Lot 2 will also continue to have access onto G Road). Lot 4 (the Beckner residence) will continue to have its access directly from G Road. The public and community facilities are adequate to serve the type and scope of the land use proposed. The surrounding community will not be adversely impacted by this application and the change in zoning to R-2 will be compatible with the surrounding properties.

**B. Public Benefit:** There will be no change in the current use or density of the four new lots and the zoning change affects only the four properties subject to the lot line adjustment. All lots except for the Beckner Residence will have access through Tahoe Drive. The existing

Augustine Parcel is currently landlocked with no public access. Adjusting the boundaries will result in public access to all four parcels.

**C. Neighborhood Meeting:** The applicant held the Neighborhood Meeting on Tuesday, September 17 at 5:30 in the evening pursuant to notice provided to all neighbors. Attached as **Exhibit B** is a copy of the Neighborhood Meeting Notice that was mailed to all affected property owners and postmarked at least 10 days before the meeting date. **Exhibit C** is a copy of the mailing list as compiled by the City. Proper notice was provided and attached as **Exhibit D** is a copy of the sign-in list showing all people who attended the meeting.

**D. Project Compliance, Compatibility and Impact.**

1. *Compatible with existing policies.* The applicants seek to change all four parcels to an R-2 zone which will be compatible with the surrounding properties. This change complies with the City Master Plan for this property. Changes in the sizes and configurations of the various parcels will not adversely affect the surrounding properties and will allow for street and utility access to all four parcels.

2. *Surrounding Land Use.* The properties surrounding the subject parcels are single family residences on parcels ranging from approximately 0.26 acres to 5 acres. The surrounding properties are described in more detail as follows.

The property immediately to the north of Lot 1 Burnell is a single family residence on 2.80 acres (Mahoney Trust); the property immediately northwest of Lot 1, Burnell is a single family residence on 5 acres (Earl & Nancy Ritter); the property north of Lot 2 Burnell is a single family residence on 2.17 acres (Robert and Nancy Hackett) west of Lot 1 Burnell is a single family residence on 4.62 acres (James Grisier); property east of Lot 2 Burnell is a single family residence on 5.57 acres (Judy Golden); south of the Beckner Residence is a single family residence on 1.00 acre (Jay and Cindy Stanfield); southeast of the Beckner Residence is a single family residence on 2 acres (Jamie Mahoney); and property east of the Beckner Residence is a single family residence on 1.09 Michael Christensen). Adjoining Lot 2 of Burnell Subdivision to the west is Valley Meadows North Subdivision consisting of 36 subdivided lots with each lot containing approximately 0.26 acres.

3. *Site access and traffic patterns.* Access to the Beckner Residence on Lot 4 Augustine Blue Subdivision will continue to be from G Road. Access to Lots 1, 2 and 3 will be from Tahoe Drive. Tahoe Drive currently services Lots 1 and 2 of Burnell Subdivision.

4. *Utilities.* Lot 4 (the Beckner Residence) is serviced currently by all utilities and no additional utility extensions will be needed. Valley Meadows North has stubbed in utilities to the east end of Tahoe Drive. Fire hydrants are also located in Valley Meadows North. No new utility extensions will be needed to provide service to Lots 1, 2 and 3.

5. *Unusual Utility Demands.* The only new anticipated construction will be on Lot 3, Augustine Blue Subdivision. It is designated to be a single family residence.

6. *Effects on public facilities.* The only new public facilities, including access from Tahoe Drive, will be for the development of Lot 3 at the far south end of the project with the construction of one single family residence.

7. *Hours of Operation.* The reconfigured parcels will be for farming and single family residential use. No business, except for farming operations, will be conducted.

8. *Employees.* The business of Rooted Gypsy Farms is currently operated from the Berger residence and that business will continue. No additional business operations will occur as a result of this Petition.

9. *Signage.* None.

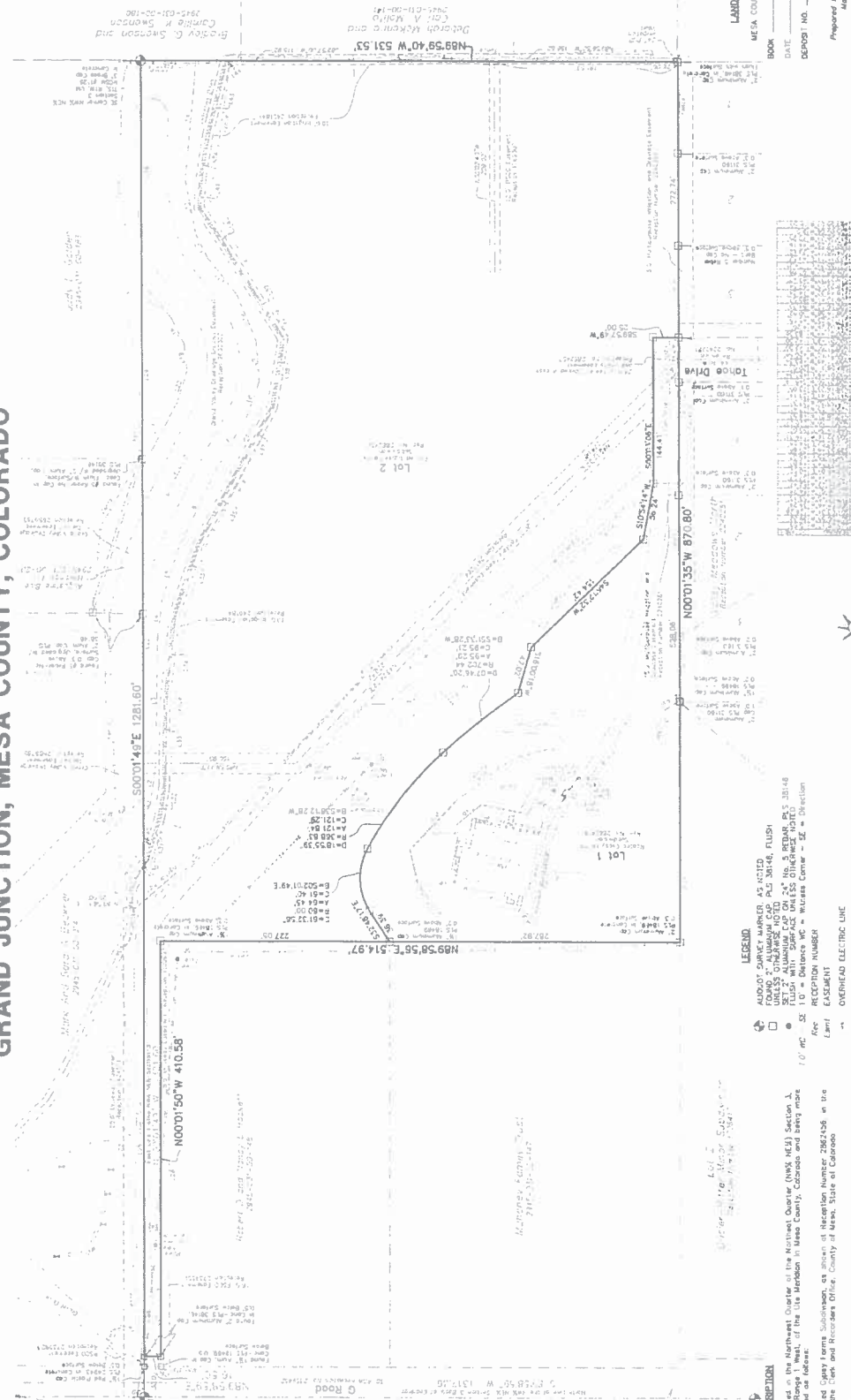
10. *Site Soils.* No soils studies will be done under this application.

11. *Impact of Project on geology.* None.

**Review Criteria:**

The applicants have held the required neighborhood meeting. With the filing of this Application the project will be sent out for comments and a public hearing on the rezone will be held before the Planning Commission. The Planning Commission will make recommendations to the City Council which will make a final determination at a public hearing.

# IMPROVEMENT SURVEY LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION, LOCATED IN NW1/4 NE1/4 SECTION 3, T1S, R1W, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO



**PROPERTY DESCRIPTION**  
That property located in the Northwest Quarter of the Northwest Quarter (NW1/4) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:  
Lots 1 and 2, Rooted Gypsy Farms Subdivision, as shown at Reception Number 2982456 in the official records of the Clerk and Recorder's Office, County of Mesa, State of Colorado

**GENERAL NOTES**  
Examination and Title Information provided by Colorado Title & Closing Services, LLC, Order No. M21022846 dated August 19, 2019 at 2:00 pm for Lot 1, Order No. M210227481, dated August 19, 2019 at 2:00 pm for Lot 2, Rooted Gypsy Farms Subdivision  
Base of bearings in the North Line of the NW1/4 NE1/4 Section 3 is based on the South (S) 89°56'50\"/>

**LEGEND**  
 1. 4\"/>

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That property located in the Northwest Quarter of the Northwest Quarter (NW1/4) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:  
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**LEGEND**  
 1. 4\"/>

**IMPROVEMENT SURVEY**  
NW1/4 NE1/4 SECTION 3  
T1S, R1W, UTE MERIDIAN  
GRAND JUNCTION, MESA COUNTY, COLORADO  
**High Desert Surveying, LLC**  
Grand Junction, Colorado 81505  
Telephone: 970-244-0451  
www.highdesertsurveying.com

30148  
30149  
30150  
30151  
30152

**SURVEYOR'S CERTIFICATION**  
I hereby certify that this plat represents a field survey completed under my direct supervision during August, 2019, and that both have and have not been in the field of the survey, and that the contents of the same, to the best of my knowledge and belief, in a plat conform to the standards of practice, statutes, and laws of the State of Colorado, and that I am a duly licensed surveyor, as expressed or implied.

**LAND SURVEY DEPOSIT**  
MESA COUNTY SURVEYOR'S OFFICE  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE \_\_\_\_\_ DEPOSIT NO. \_\_\_\_\_  
Prepared for: **Alpine Rancher**

**PROPERTY DESCRIPTION**  
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# IMPROVEMENT SURVEY

## PARCELS LOCATED IN THE

### NE1/4 NE1/4 SECTION 3, T1S, R1W, UTE MERIDIAN

### GRAND JUNCTION, MESA COUNTY, COLORADO

**PROPERTY DESCRIPTION**  
**PARCEL 1-287'0 RD**  
 The North 1/4 of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian of 74 Ute Meridian.

**LEGAL DESCRIPTION**  
 LESS MS. CO. CORNER of the Northeast Corner of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian.  
 THENCE South 77°18' West,  
 West 603.76 feet,  
 East 101.90 feet,  
 East 423.33 feet to the Point of Beginning;  
 AND LESS AND EXCEPT the South 1/2 of the following described tract:  
 the NE1/4 of a town 372.30 feet West of the Northeast Corner of Section 3, Township 1 South, Range 1 West of the Ute Meridian.

**LEGAL DESCRIPTION**  
 THENCE South 414.18 feet,  
 West 110 feet,  
 East 110 feet to the Point of Beginning.

**LEGAL DESCRIPTION**  
 LESS: SUBDIVISION: The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the NE1/4 of Section 3, Township 1 South, Range 1 West, of the Ute Meridian.

**LEGAL DESCRIPTION**  
 LESS AND EXCEPT Beginning at a point along the North boundary of the North 4.60 acres of the South 1/2 of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian, the Northeast Quarter (NE1/4) of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian.

**LEGAL DESCRIPTION**  
 LESS AND EXCEPT Beginning at a point along the North boundary of the North 4.60 acres of the South 1/2 of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian, the Northeast Quarter (NE1/4) of the NE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian.

**LEGAL DESCRIPTION**  
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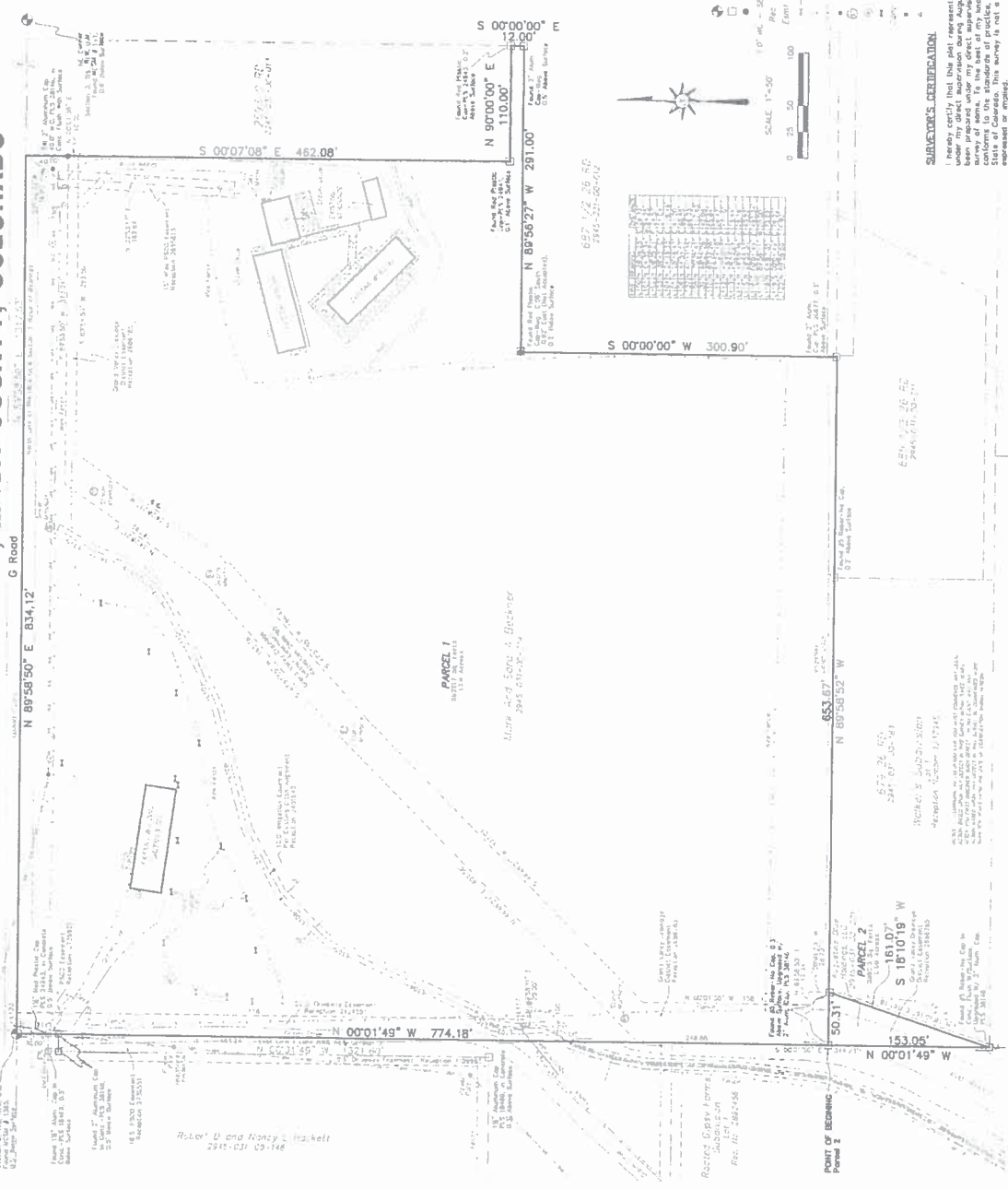
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**LEGEND**

- AUSTRIAN ELECTRIC METER, AS NOTED
- GROUND PENETRATING RADAR (GPR) SURVEY
- SET 3" ALUMINUM CAP ON UTI No. 5 IRMAN, B.S. 38148
- 10' W.C. WITH SURFACE UNLESS OTHERWISE NOTED
- RECEPTION NUMBER
- EASEMENT
- OVERHEAD ELECTRIC LINE
- GUY WIRE(S)
- FENCE (F BARBED WIRE UNLESS OTHERWISE NOTED)
- POWER POLE
- STONE MANHOLE
- WATER METER
- WELL
- CONCRETE
- ELECTRIC PEDESTAL OR BOX
- TELEPHONE PEDESTAL

**SURVEYOR'S CERTIFICATION**

I hereby certify that this plat represents a field survey completed under my direct supervision during August, 2018, and that both have been checked and approved by me. The bearings and distances shown on this survey are true to the best of my knowledge and belief. This plat is a true and correct copy of the original survey filed in the Office of the State Engineer, Grand Junction, Colorado.

**GENERAL NOTES**

Consent and title information provided by Heritage Title Company, Inc., Policy #16-07788-0000-1-11-00100221 dated March 13, 2017.

Stake of bearings is the North Line of the NE1/4 Section 3, which bears South 89°36'00" East, a distance of 120.00 feet. The monument is a 1/2" diameter iron pipe set in concrete. The monument is located at the North 1/2 of the NE1/4 Section 3, Township 1 South, Range 1 West of the Ute Meridian.

All bearings with abbreviations in U.S. Survey feet.

**LAND SURVEY DEEDS**

LAND SURVEY DEEDS  
 MESA COUNTY SURVEYOR'S OFFICE  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE \_\_\_\_\_ DEPOSIT NO. \_\_\_\_\_

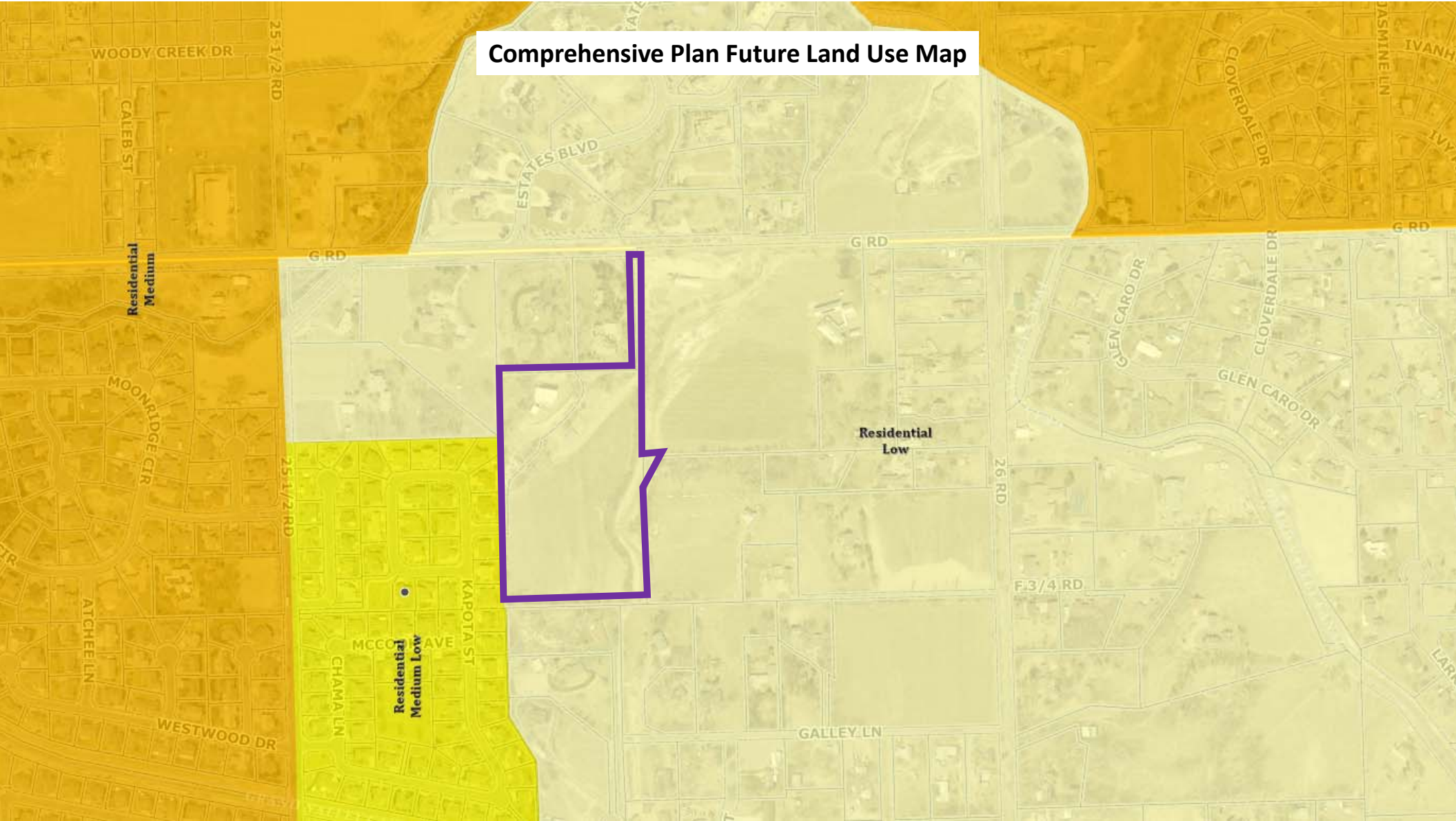
Prepared for  
 Mrs. Beggar

**IMPROVEMENT SURVEY**  
 NE1/4 NE1/4 SECTION 3  
 GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC  
 Grand Junction, Colorado 81503  
 Telephone: 970-254-8849 Fax: 970-241-0451  
 Email: hds@hdsurvey.com

DATE: 08/20/2018  
 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

# Comprehensive Plan Future Land Use Map



# Existing City Zoning Map





# Vicinity Map

The Estates  
Subdivision

Glen Caro  
Subdivision

Moonridge  
Falls  
Subdivision

Rooted Gypsy Farms

SITE

Valley  
Meadows  
North  
Subdivision

Valley  
Meadows  
Subdivision

MCCOOK AVE  
Valley  
Meadows East  
Subdivision

WOODY CREEK DR

CALEB ST

25 1/2 RD

ESTATES BLVD

G RD

G RD

MOONRIDGE CIR

25 1/2 RD

KAPOTA ST

GLEN CARO DR

CLOVERDALE DR

GLEN CARO DR

26 RD

F 3/4 RD

WESTWOOD DR

CHAMALA LN

GALLEY LN

CLOVERDALE DR

GRAND TERRACE CIR

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING THREE PROPERTIES TOTALING 10.86 ACRES FROM FROM R-1 (RESIDENTIAL – 1 DU/AC), R-E (RESIDENTIAL – ESTATE), AND R-R (RESIDENTIAL – RURAL) ZONE DISTRICTS TO AN R-2 (RESIDENTIAL – 2 DU/AC) ZONE DISTRICT**

**LOCATED AT 2576 TAHOE DRIVE, 2574 TAHOE DRIVE, AND AN ADJACENT UNNADDRESSED PROPERTY (PARCEL NO. 2945-261-24-001)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Augustine Blue Holdings, LLC, Mark Beckner, and Kyle and Hadassa Berger properties to the R-2 (Residential – 2 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Low (0.5 – 2 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-O (Residential Office) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following properties shall be zoned R-2 (Residential – 2 du/ac):

LOT 1 ROOTED GYPSY FARMS SUB LOCATED IN SEC 3 1S 1W UM RECORDED AT RECPT NO 2862456 MESA CO RECDS - 2.03 AC

AND

LOT 2 ROOTED GYPSY FARMS SUB LOCATED IN SEC 3 1S 1W UM RECORDED AT RECPT NO 2862456 MESA CO RECDS - 8.75 AC

AND

N 4.60AC OF S 16.60AC OF NE4NE4 SEC 3 1S 1W EXC BEG 774.18FT S & 529FT W OF NE COR SD SEC 3 W 344.9FT S 141.8FT E 269.5FT N 28DEG E 160.6FT TO BEG & ALSO EXC WALKER'S SUBDIVISION-0.09AC

Introduced on first reading this 20<sup>th</sup> day of November, 2019 and ordered published in pamphlet form.

Adopted on second reading this 4<sup>th</sup> day of December, 2019 and ordered published in pamphlet form.

ATTEST:

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

\_\_\_\_\_  
Mayor



## Grand Junction City Council

### Regular Session

Item #3.a.

---

**Meeting Date:** April 15, 2020

**Presented By:** Trent Prall, Public Works Director

**Department:** Public Works - Engineering

**Submitted By:** Trent Prall, Public Works Director

---

### **Information**

#### **SUBJECT:**

Contract with Transportation Resource Services, Inc. dba TRS Corp (as the Primary Provider), and HDR Engineering, Inc. (as the Secondary Provider) for Ballot Initiative 2A Transportation Capacity Expansion Professional Right-of-Way Acquisition Services

#### **RECOMMENDATION:**

Staff recommends that the City Purchasing Division enter into a contract with Transportation Resource Services, Inc dba TRS Corp (as the Primary provider), and HDR Engineering, Inc. (as the Secondary provider) for professional right of way acquisition services associated with the Ballot Initiative 2A Transportation Capacity Expansion program. The projected cost for 2020 is \$300,000.

#### **EXECUTIVE SUMMARY:**

This request is to authorize the City Purchasing Division to enter into contract with Transportation Resource Services, Inc dba TRS Corp (as the Primary provider), and HDR Engineering, Inc. (as the Secondary provider) for professional right of way acquisitions services associated with the Ballot Initiative 2A Transportation Capacity Expansion program for 2020.

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

In November 2019, voters approved ballot initiative 2A to expand the City's transportation system capacity through 11 different projects.

Portions of rights of way and easements will be necessary from an estimated 185 properties (177 different property owners). A request for proposals was issued for right

of way acquisition services for an “on-call” contract that will establish rates and fees. The solicitation establishes a primary firm and secondary firm in case additional capacity is required to meet timelines.

A formal Request for Proposals was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel. Proposals were received March 9, 2020. Eight (8) companies submitted formal proposals that were found to be responsive and responsible as follows:

Western Land Services, LLC (Loveland Colorado)  
A Project Resource (Cedaredge, Colorado)  
Atkins (Denver, Colorado)  
HDR (Denver, Colorado)  
Percheron (Katy, Texas)  
Stanley (Centennial, Colorado)  
TRS (Colorado Springs, Colorado)  
Universal (Denver, Colorado)

Of the eight firms, TRS was selected as the Primary provider based on evaluation criteria set forth in the solicitation documents. Two other firms (HDR and Universal) were chosen as finalists for the Secondary (backup) position and invited to provide interviews/presentations. Presentations were evaluated by a four member evaluation committee composed of staff from the Public Works and Legal Department. The committee selected TRS Corp as the firm that can provide the best professional right of way acquisition services for the project. HDR was selected as the Secondary firm.

**FISCAL IMPACT:**

The anticipated 2020 fees are projected at \$300,000 and are in the 2020 Adopted Budget of the Transportation Capacity Payment Fund.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division enter into a contract with Transportation Resource Services, Inc dba TRS Corp (as the Primary provider), and HDR Engineering, Inc. (as the Secondary provider) for professional right of way acquisitions services associated with the Ballot Initiative 2A Transportation Capacity program in the projected amount of \$300,000 for 2020.

The solicitation allows for up to two annual renewals.



## **Attachments**

1. Transportation Resource Services RFP-4760-20-DH.docx
2. HDR Engineering Contract



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 16<sup>th</sup> day of April, 2020 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Transportation Resource Services, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

The Owner reserves the right to make multiple awards to firms that are responsive and responsible to this solicitation process. The Owner shall utilize the Primary (Transportation Resource Services, Inc.) awarded Firm whenever possible. However, through this method, should the Primary awarded Firm be unable to fulfill their contract at any given time, it shall allow the Owner to utilize the Secondary (HDR Engineering, Inc.) awarded Firm to fulfill the Owner's needs. All Firms understand and agree that they shall hold their pricing for the entire contract period. It is further understood that awarded Firms shall, and are obligated to, inform the Owner if they cannot fulfill any given request received in accordance to the Contract Documents.;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute

the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **Contract for Professional Right of Way Acquisition Services;**
- c. Firms Response to the Solicitation;
- d. Services Change Requests (directing that changed Services be performed);
- e. Amendments.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted Best and Final Offer. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

## ARTICLE 5

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract

Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

By: \_\_\_\_\_  
Duane Hoff Jr., Senior Buyer

\_\_\_\_\_  
Date

**Transportation Resource Services, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Date



**Request for Proposal  
RFP-4760-20-DH**

**Contract for Professional  
Right of Way Acquisition Services**

**RESPONSES DUE:**

March 9, 2020 prior to 3:30 PM MDT

**Accepting Electronic Responses Only**

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

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

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

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

### **Section**

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

## REQUEST FOR PROPOSAL

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

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide right-of-way acquisition services to the City of Grand Junction on an “as needed” basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community. The successful Offeror, hereinafter referred to as Consultant, must be prepared to perform services as outlined in Section 4. It is the City’s goal to obtain professional services from a Consultant who will provide high quality customer service and project management.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

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



- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All work product, prints, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

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

official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

### **SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

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

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

**SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General:** The City of Grand Junction desires to enter into an annual contract with a professional right-of-way acquisition firm to provide all related services as required, on an "as needed" basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community over the next five years. An example of the work load and clearance dates are provided in the following table:

Project	Limits	Properties	Owners	ROW	Easements	Temp Const	Relocation	ROW Cleared
24 Road	Patterson to I-70	14	14	8	9	14	0	Jan-21
G Rd 23 1/2 Rd to 24 1/2 Rd	23 1/2 to 24 1/2 Rd	7	4	7	7	7	0	Jan-21
F 1/2 Rd Parkway	Market to Patterson	30	27	22	23	25	3	May-21
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail	Intersection + Riverfront to Canyon View Park Trail	4	3	4	4	4	0	Jul-21
Horizon Drive at G Road-27 1/2 Rd	Intersection	4	3	4	4	4	0	Oct-21
Patterson Capacity Improvements	5 intersections	6	6	6	6	6	0	Varies
24 1/2 Rd*	Patterson to G 1/4 Rd	30	30	20	30	30	0	Jan-22
26 1/2 Road* + I-70 Ped Bridge	Horizon Dr to Summerhill Way	40	40	33	15	40	0	Jan-22
F 1/2 Road*	30 Rd to 30 3/4 Rd	20	20	14	14	20	0	Apr-21
D 1/2 Road*	29 Rd to 30 Rd	16	16	16	16	16	0	Apr-22
B 1/2 Road*	29 Rd to 29 3/4 Rd	14	14	10	10	14	0	Apr-22
<b>Total</b>		<b>185</b>	<b>177</b>	<b>144</b>	<b>138</b>	<b>180</b>	<b>3</b>	

- 4.2 ACQUISITION SERVICES:** All right of way acquisition services shall be performed by individuals who have been qualified by the Colorado Department of Transportation (CDOT) to perform right of way acquisition services. All right of way acquisition services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 8 of the CDOT Right of Way Manual. All right of way acquisition services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff. It is expected that only acquisition of Temporary Construction Easements will be required for this project. However, Right of Way acquisition services may include but may not be limited to:



**4.2.1 Initial Owner Contacts/Property Owner Appraisals/Value Findings:** As soon as practicable after receiving notice to proceed from the City Project Manager, the Consultant shall initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired. The Consultant may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. In conjunction with the initial contact the Consultant shall deliver to the owner, either personally by hand or by certified mail, return receipt requested, a Notice of Intent to Acquire (Notice) in compliance with CRS 38-1-121. The Notice shall contain a description of the real property interests to be acquired. The Notice shall be accompanied by a copy of the appropriate plan sheet identifying the location of the real property interests to be acquired and a CDOT brochure explaining the Department's acquisition program. If the property to be acquired has an estimated value of \$5,000 or more, the Notice shall advise the Owner that the City shall pay the reasonable costs of an appraisal pursuant to subsection (2) of CRS 38-1-121. The Notice delivered under this circumstance shall be accompanied by, in addition to the items listed above, a complete copy of CRS 38-1-121 and a copy of CDOT's Minimum Appraisal Requirements for Property Owner Appraisal Reports. Further, the Notice delivered under this circumstance shall advise the owner that two (2) copies of the owner's appraisal must be received by the Department within 90 days of the date of the Notice to qualify for payment by the City.

As soon as practicable upon receipt from each owner, the Consultant shall deliver two (2) copies of each owner appraisal, together with invoices associated therewith, to the City Project Manager. The City Project Manager will deliver the owner appraisals to the CDOT Appraisal Review Section. The City Project Manager will also arrange for payment of the owner appraisals upon CDOT's review and acceptance of the owner's appraisal.

The Consultant shall, when directed by the City Project Manager, prepare value findings (also known as waiver valuations) for parcels to be acquired that have an estimated value less than \$5,000. The value findings shall be prepared in accordance with Chapter 4 of the CDOT Right of Way Manual.

If at any time the Consultant observes any activities on the owner's property not previously observed that might indicate the presence of hazardous materials or toxic substances, the Consultant shall immediately notify the City Project Manager.

**4.2.2 Negotiations:** The Consultant shall assign the parcels to be acquired to a Real Estate Specialist upon receipt of the City's reviewed and approved fair market value determination. The Consultant's Real Estate Specialist shall, prior to contacting the owner to make the offer, thoroughly review and become familiar with all project related information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports and all available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, the Consultant's Real Estate Specialist shall obtain from the owner a letter of representation prior to making the offer to the owner's representative.

The fair market value determination established by the valuation process (appraisal or value finding) as approved by the City and CDOT shall serve as the basis for the written offer of just compensation to the property owner. The Consultant's Real Estate Specialist

shall deliver an Offer to Acquire, also known as a Notice of Interest, to the owner or the owner's representative either personally by hand or by certified mail, return receipt requested or by express mail. The written offer shall include the following documents:

1. The offer letter;
2. A Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. A brochure which explains CDOT's acquisition program;
5. A Federal Form W-9;
6. A Demographic Information Form; and
7. Self addressed, postage prepaid return envelopes.

The foregoing documents must provide sufficient information so the owner can make a reasonable judgment concerning the amount of the offer. The following is the minimum information that shall be included in said documents:

1. The amount established as just compensation, including a written explanation of the basis for the offer and, if applicable, the amount of damages and/or benefits to the remainder. The compensation offered for the real property to be acquired and for damages to the remaining real property shall be separately stated.
2. A description and location identification of the real property and the interest in the real property being acquired. The description shall include both legal descriptions and an identification which is understandable to the owner.
3. Identification of buildings, structures, and other improvements (including removable buildings, equipment and trade fixtures) considered to be part of the real property to be acquired. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g. a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Consultant's Real Estate Specialist shall review the foregoing documents with the owner and shall fully explain to the owner the City and CDOT's acquisition processes and the scope of the Project as it pertains to the owner's property. The Consultant's Real Estate Specialist shall conduct good faith negotiations with each property owner.

If the owner provides information that may dictate a need for a revision to the offer, or if any items appear to be missing from the appraisal or plans, the Consultant's Real Estate Specialist shall notify the City Project Manager.

Upon the owner's acceptance of the offer, the Consultant's Real Estate Specialist shall prepare and submit to the owner for signature a settlement package consisting of a Memorandum of Agreement, Federal Form W-9, releases of interests from tenants who may have an interest in the property interest being acquired (CDOT Form No. 232) and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter and all other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Proration Request" (CDOT form No. 793) and/or tax certificate, if required, shall be submitted to the City Project Manager. The City Project Manager will forward the settlement package to CDOT for review and approval.

If during the negotiation process the owner provides a counteroffer, the Consultant's Real Estate Specialist will forward the counteroffer, along with an analysis and recommendation, to the City Project Manager.

If an initial offer to the property owner is not successful, the Consultant's Real Estate Specialist shall, at the direction of the City Project Manager, deliver a final written offer to the property owner. The final written offer shall be delivered either by hand, by certified mail, return receipt requested, or by express mail.

**4.2.3 Title Insurance and Closings:** Upon approval of the settlement package, the City will forward a cash warrant, the appropriate conveyance instrument(s) and any other closing documents to the Consultant's Real Estate Specialist, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instruction and Receipt of Warrant" document. All liens shall be released/satisfied and recorded prior to the disbursement of the warrant, unless otherwise directed the City Project Manager.

The City and CDOT shall determine when the Consultant shall utilize the services of a title company for title insurance and closing purposes. When the City determines that a Title Company shall be used, the Consultant's Real Estate Specialist shall facilitate and coordinate these services under the direction of the City Project Manager. The Department will also determine which closing services will be performed by the Consultant. In instances where the settlement is over \$5,000, the Consultant shall not close and shall not disburse funds directly to the owner.

The services to be provided by the Consultant may include:

- a) updating title commitments to the time of closing and securing a title policy on all fee taking parcels, which include legible copies of all supporting documents referenced therein;
- b) coordinating and reviewing all closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and ensuring that all documents are executed properly, all liens are satisfied/released, all taxes and assessments are paid prior to the disbursement of the warrant, and all appropriate documents are promptly recorded after closing and returned to the City Project Manager after recordation.

Written closing instructions provided by the title company and all necessary closing documents will be reviewed and coordinated with the Consultant on closings. Once in final form they shall be provided to the City for final approval prior to disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines which permit the Consultant's Real Estate Specialist to perform closings without the services of a title company, the Consultant's Real Estate Specialist shall update existing title commitments, perform the closings and provide copies of recorded documents as requested by the City. The Consultant's Real Estate Specialist shall calculate final settlement amounts, prepare closing statements and perform other closing functions as requested. Services may include, but are not limited to, collecting pro-rated taxes and

assessments, ensuring all documents are executed properly and all liens are released/satisfied prior to disbursement of the warrant, and ensuring that the appropriate documents are recorded promptly after closing and returned to the City Project Manager. All closing documents are to be reviewed by the City Project Manager prior to disbursement of funds, unless it is determined otherwise by the City Project Manager.

**4.2.4 Condemnation:** If the owner refuses to accept the final offer, a condemnation package (including the Real Estate Specialist's log, updated title information and other related negotiation information) will be prepared and submitted to the City Project Manager, in accordance with the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form No. 228) may be obtained from the owner prior to filing a request for condemnation. The use of this form and process must be discussed and evaluated on a parcel by parcel basis with the City Project Manager. In addition, the City Project Manager must receive approval from the CDOT Region Project Manager.

Throughout the condemnation process, Consultant personnel will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation in accordance with the terms of Consultant's contract and RFP.

**4.3 RELOCATION SERVICES:** All relocation services shall be performed by individuals who have been qualified by CDOT to perform relocation functions. All relocation services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 5 of the CDOT Right of Way Manual. All relocation services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff.

The Consultant will complete and submit to the City Project Manager an Acquisition Stage Relocation Study. The study will include copies of CDOT form 558 and form 557 and related documents. The Consultant's Real Estate Specialist shall provide the remaining relocation services including but not limited to:

- Explaining in general terms, eligibility requirements to each potential displacee. In addition, each potential displacee will be provided with a copy of CDOT's Relocation Brochure.
- Advising each potential displacee of the location of the Project Office (if required or known at the time) and the phone number of the Consultant's Real Estate Specialist who will be assisting them in the relocation process.
- If requested the Consultant's Real Estate Specialist shall perform extensive research and analysis for unique relocation problems encountered along with such ways to mitigate hardships and to complete the Project in an orderly and humane manner. This will require direction from CDOT's Region personnel.

## **Eligibility and Computation of Entitlements.**

The Consultant's Real Estate Specialist shall obtain bids in accordance with procedures set forth in CDOT Right of Way Manual, Chapter 5. The inventory, determinations, claims and supporting documents shall be prepared by the Consultant's Real Estate Specialist and submitted to the CDOT Region Project Manager for review and approval in accordance with CDOT's procedures. Upon approval by CDOT the Consultant's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

## **Advisory Assistance and Notices.**

Each person or business in occupancy of the property to be acquired, at the time of the initial written offer (initiation of negotiations), shall be provided with an explanation of relocation entitlements to which they may be entitled, advisory services to be provided and a notice that the occupant will not be required to vacate for a minimum of ninety (90) days. Additionally they will be provided the CDOT Relocation Brochure.

The Consultant's Real Estate Specialist shall fully explain the specific benefits the displacee is entitled to receive and the process which must be followed in order to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move prior to their eligibly and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the 90 day and 30 day vacancy notice to the landowner/tenant in accordance with CDOT procedures.

## **Application for Relocation Benefits.**

Once the determination has been performed, the Consultant's Real Estate Specialist shall assist the displacee in obtaining all documentation necessary in order to receive their entitlements.

In relocating personal property, the agreed amount for the move or a contract move (whichever method was chosen) will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Consultant's Real Estate Specialist shall maintain a detailed typed report of all contacts made and services provided to the displacee. To the greatest extent possible, the Consultant shall utilize the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.

- 4.4 APPRAISAL SERVICES:** All appraisal services shall be performed by individuals who have been qualified by CDOT to provide appraisal services. All appraisal services shall be performed in accordance with all applicable Federal and State requirements, including, but not limited to, Chapter 3 of the CDOT Right of Way Manual. All appraisal services shall follow all internal policies and procedures of CDOT and shall be coordinated with and

subject to approval by CDOT Region ROW staff. All appraisal services and reports shall comply with the following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of the highest and best use, and at least a 5-year sales history of the property.
2. All relevant approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. A determination of the existence of and valuation of tenant-owned improvements.
6. The effective date of valuation, date of appraisal, signature and certification of the appraiser.
7. A signed Certified Inventory of Real & Personal Property (CDOT Form #433).

**4.5 QUALITY ASSURANCE AND RECORDS MANAGEMENT:** The Consultant shall submit two (2) complete files for each parcel, one original and one duplicate, to the City Project Manager. The files shall include any and all documents affecting the parcel including, but not limited to appraisals, value findings/fair market value determinations, negotiation records/logs with the Real Estate Specialist's certification, letters, memos, memoranda of ownership, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and any other documents.

A quality assurance review will be performed by the Consultant on all parcel files to determine that all documentation is proper and to demonstrate compliance with CDOT requirements.

The City will provide a special CDOT reporting form of projected target and status of parcels to the Consultant's Real Estate Specialist. It shall be the responsibility of the Consultant's Real Estate Specialist to keep the form updated and current on a weekly basis or as often as deemed necessary by the City Project Manager. The report shall be completed and forwarded via e-mail to the City Project Manager at the end of each work week or when deemed necessary by the City Project Manager.

All files and records will be maintained in a secure location, available for inspection by representatives of the City, or CDOT, or the Federal Highway Administration. If deficiencies are found or if there is a need for additional information, the Consultant's Real Estate Specialist shall provide such information promptly.

## **4.6 PROJECT MANAGEMENT**

**4.6.1 Oversight Activities:** The Consultant's activities will be coordinated by a principal of the company, or its designee, who will be responsible for coordination with the City Project Manager. When required by the City, the principal for Consultant shall attend project review meetings, provide oversight of project field activities, provide status reports of activities, and schedule updates. All real estate closings shall be under the supervision of Consultant principal/broker.

**4.6.2 Quality Assurance Program:** The Consultant shall provide the City with a Quality Assurance Program Plan to perform weekly reviews of all work effort provided on a specific project/parcels. Such reviews shall include reviewing files, both completed and those with ongoing activities, to insure the thoroughness of all activities being provided. In addition, a bi-weekly review of all activities will be conducted with Consultant, and its staff, to insure the status of all activities pending.

**4.6.3 Coordination:** The City Project Manager may request that certain parcels be addressed and given priority over others, if deemed necessary.

The Consultant may be required to attend meetings at the Public Works office at City Hall in Grand Junction, or other locations as specified and requested by the City Project Manager.

**4.7 PROJECT SCHEDULE:** The Consultant shall initiate Project activities upon written notice to proceed by the City Project Manager. This scope of work is based on the Consultant obtaining possession of all required parcels on or before the dates outlined in section 4.1

**4.8 PREQUALIFICATION:** Consultants and sub-consultant appraisers must be prequalified through the Colorado Department of Transportation. Proposals received from non-qualified firms will not be evaluated.

**4.9 CITY PROJECT MANAGER:** Vary by project however Trent Prall Public Works Director will oversee the overall ROW Acquisition for this contract. His contact information is: Office: (970) 256-4047; Email: [trentonp@gjcity.org](mailto:trentonp@gjcity.org)

### **4.10. Special Conditions/Provisions:**

**4.10.1 Price/Fees:** Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs/fees with associated services, as may be related to right-of-way acquisition services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

All fees will be considered by the Owner to be negotiable.

**4.10.2 Award:** The City may, at its discretion, make a single ward, or make awards for a primary and secondary service provider.

**4.10.3 Laws, Codes, Rules, and Regulations:** Contractor shall ensure that all services provide meet all Federal, State, County, and City laws, codes, rules, and regulations.

**4.11. RFP Tentative Time Schedule:**

- |  |                   |
|--|-------------------|
| • Request for Proposal available                 | February 15, 2020 |
| • Inquiry deadline, no questions after this date | February 28, 2020 |
| • Addendum Posted                                | March 2, 2020     |
| • Submittal deadline for proposals               | March 9, 2020     |
| • Owner evaluation of proposals                  | March 10-13, 2020 |
| • Final selection                                | March 13, 2020    |
| • Interviews (if required)                       | March 18, 2020    |
| • Contract Execution                             | March 23, 2020    |

**4.12. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**4.13. Contract:** Contract shall commence upon award and will run through December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.



## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs/fees with associated services, as may be related to the associated services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.
- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

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

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

- **Responsiveness of Submittal to the RFP**  
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**  
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**  
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**  
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**  
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**  
(All fees associated with the project are provided complete, comprehensive and within industry standards.)

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

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

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

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4760-20-DH Contract for  
Professional Right of Way Acquisition Services**

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

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

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** March 2, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. The proposed fee is described in Section 4.10 (Page 19) and Section 5.0, E. (page 21) of the Request for Proposal (RFP). Is the RFP requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet? Or, is the RFP requesting a proposed total fee for all of the right of way services for all of the projects identified in the table on page 12 of the RFP?

A. Yes, the RFP is requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet.

2. Q. Will the City, or a professional land survey consultant firm retained by the City, prepare all right of way plans and legal descriptions for all right of way parcels to be acquired? If the answer to this question is yes, it is it reasonable to assume that the RFP is NOT asking for proposers to provide any services associated with the preparation of right of way plans and legal descriptions for the right of way parcels to be acquired?

A. The City, or a professional land survey consultant firm retained by the City, will prepare all right of way plans and legal descriptions for all right of way parcels to be acquired. The proposers are not to provide any services associated with the preparation of right of way plans and legal descriptions.

3. Q. Section 4.2.3 of the RFP indicates that proposers should include a title company that can provide title commitments, vesting deeds and other title information, as requested, and closing services, including issuance of title insurance policies. Is this correct?

A. Correct.

4. Q. As to title services, will the selected consultant be requested to provide title commitments, vesting deeds and other title information for some of the acquisition parcels and it will NOT be requested to provide title commitments, vesting deeds and other title information for the other

acquisition parcels (with such title being provided by the City, or another consultant, e.g. the professional land surveying firm that prepares the right of way plans and legal descriptions?)? If the answer is yes, would the City be willing to provide a rough allocation of these responsibilities, e.g. selected consultant to provide 60% of title for right of way parcels, 40% of title will come from other sources.

A. Assume 100% is responsibility of consultant.

5. Q. Will the CDOT provide all appraisal review services? Or should proposals include fee proposals for providing appraisal review?

A. CDOT will not provide appraisal review services. Proposals should include fee proposals for providing appraisal review.

6. Q. Under 2.2 (Page 5) the solicitation discusses drawings and specifications. Does the City have preliminary ROW plans or design plans for the projects identified in 4.1 (Page 12) they could share in order to evaluate the complexity of acquisitions and appraisals or has the City prepared an estimate or allocations of the number of anticipated appraisals and waiver valuations identified in section 4.2.1 (Page 13)?

A. Draft Right of Way Plans have been prepared for 24 Road from Patterson to I-70 and G Road from 23 1/2 Road to 24 1/2 Road projects. Both are considered preliminary and will most likely change but are provided for reference. Less than 10% of the acquisitions are anticipated to fall within the waiver valuations threshold.

7. Q. Section 4.2 states in part "It is expected that only acquisitions of Temporary Construction Easements will be required for this project.". However, the table in Section 4.1 and subsequent Scope of Services described in the RFP suggest a need for more complex acquisitions/ROW services. Please clarify to what level of complexity in ROW services should the Offeror assume in a response to this RFP.

A. Acquisitions of right-of-way, easements, temporary construction easements and relocation services will be necessary to fulfill the scope of the RFP.

8. Q. How many contracts does the City expect to award as a result of this RFP?

A. The intent is to issue a primary contract and then identify a secondary if the primary does not have the capacity to meet project schedules.

9. Q. Should the Strategy and Implementation Plan assume a combined delivery of all projects noted in Section 4.1 (table) or just one specific project as an example?

A. Strategy and Implementation Plan should assume combined delivery of all projects on the schedule provided in Section 4.1

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

**ADDENDUM NO. 2**

**DATE:** March 2, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. For Offerors review, please see the attached 24 Road and G Road ROW Plans.

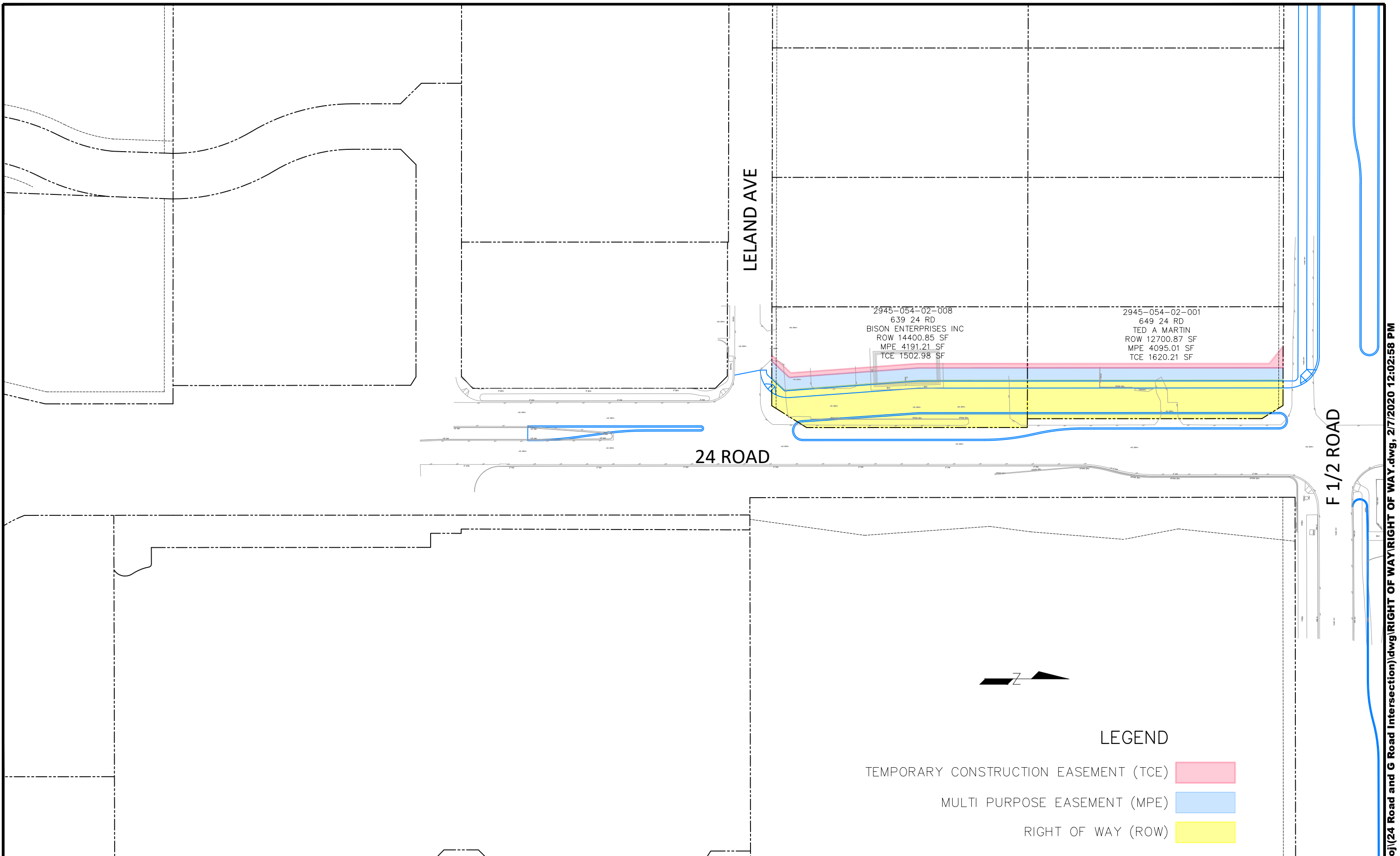
The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



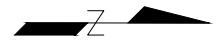
LELAND AVE

24 ROAD

F 1/2 ROAD

2945-054-02-008  
639 24 RD  
BISON ENTERPRISES INC  
ROW 14400.85 SF  
MPE 4191.21 SF  
TCE 1502.98 SF

2945-054-02-001  
649 24 RD  
TED A MARTIN  
ROW 12700.87 SF  
MPE 4095.01 SF  
TCE 1620.21 SF

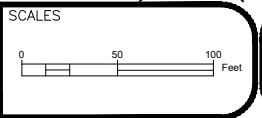


LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

DRAWN BY	JCS	DATE	2020
DESIGNED BY	JCS	DATE	2020
CHECKED BY	ALC	DATE	2020
APPROVED BY	ICP	DATE	2020



**PUBLIC WORKS  
ENGINEERING DIVISION**  
PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
RIGHT OF WAY - 1**  
February 7, 2020

2945-051-14-001  
 665 24 RD  
 CC GRAND JUNCTION LLC  
 ROW S 16412.37 SF  
 ROW N 138.50 SF  
 MPE S 16278.40 SF  
 MPE N 35.79 SF  
 TCE 5818.54 SF

F 3/4 ROAD

F 1/2 ROAD

24 ROAD

40' MULTIPURPOSE,  
 TRAIL, AND DRAINAGE  
 EASEMENT

2945-042-30-002  
 660 24 RD  
 USHER NV LLC  
 ROW 3705.76 SF  
 MPE 843.88 SF  
 TRAIL EASE 125.24 SF  
 TCE 5066.54 SF

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



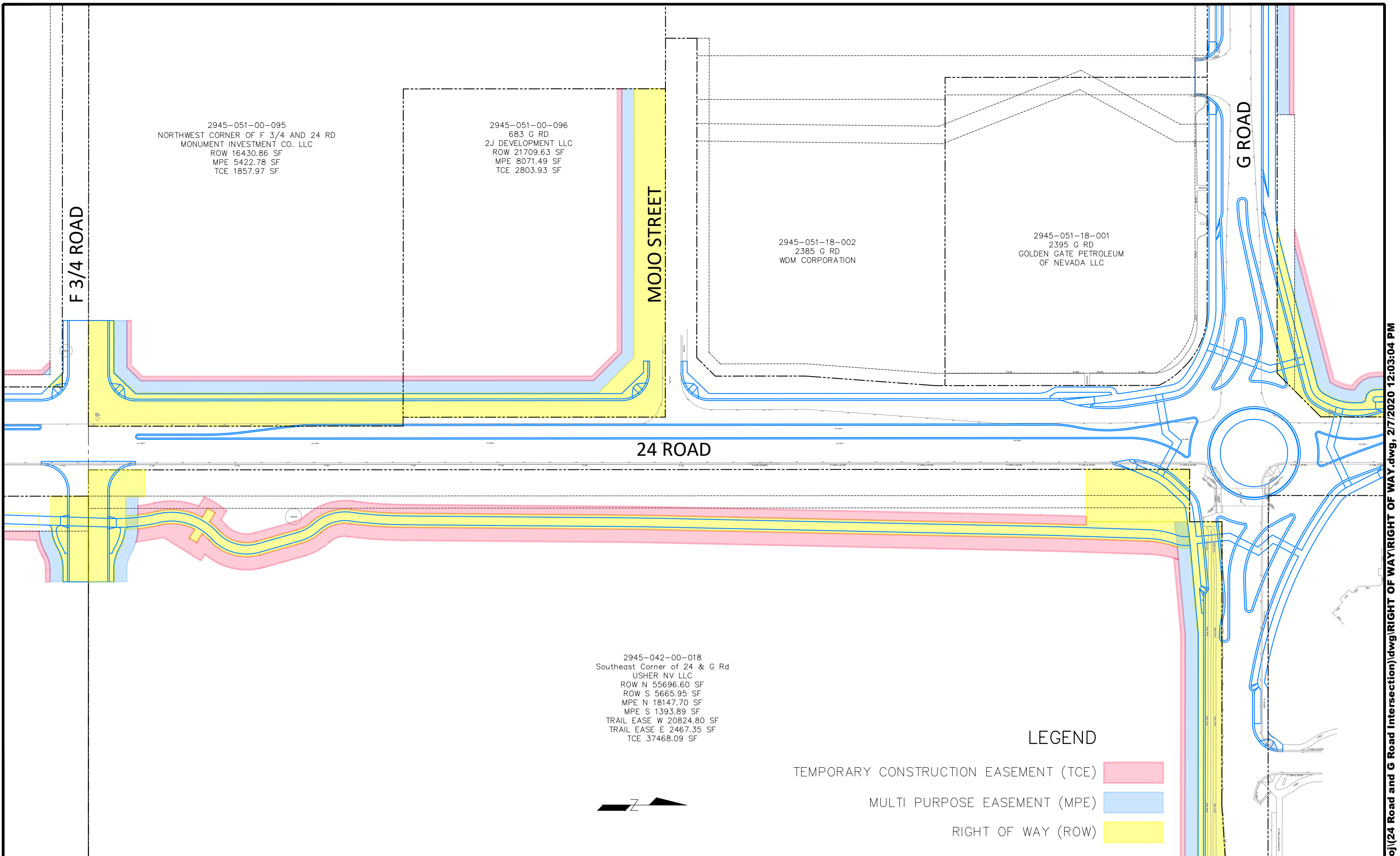
REVISION	DESCRIPTION	DATE	DRAWN BY	DATE	SCALES
REV 1			JCS	2020	
REV 2			JCS	2020	
REV 3			ALC	2020	
REV 4			ICP	2020	



**PUBLIC WORKS  
 ENGINEERING DIVISION**  
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 2**  
 February 7, 2020





2945-051-00-095  
 NORTHWEST CORNER OF F 3/4 AND 24 RD  
 MONUMENT INVESTMENT CO. LLC  
 ROW 16430.86 SF  
 MPE 5422.78 SF  
 TCE 1857.97 SF

2945-051-00-096  
 683 G RD  
 2J DEVELOPMENT LLC  
 ROW 21709.63 SF  
 MPE 8071.49 SF  
 TCE 2803.93 SF

2945-051-18-002  
 2385 G RD  
 WDM CORPORATION

2945-051-18-001  
 2395 G RD  
 GOLDEN GATE PETROLEUM  
 OF NEVADA LLC

2945-042-00-018  
 Southeast Corner of 24 & G Rd  
 USHER NV LLC  
 ROW N 55696.60 SF  
 ROW S 5665.95 SF  
 MPE N 18147.70 SF  
 MPE S 1393.89 SF  
 TRAIL EASE W 20824.80 SF  
 TRAIL EASE E 2467.35 SF  
 TCE 37468.09 SF

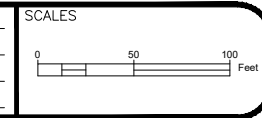
**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

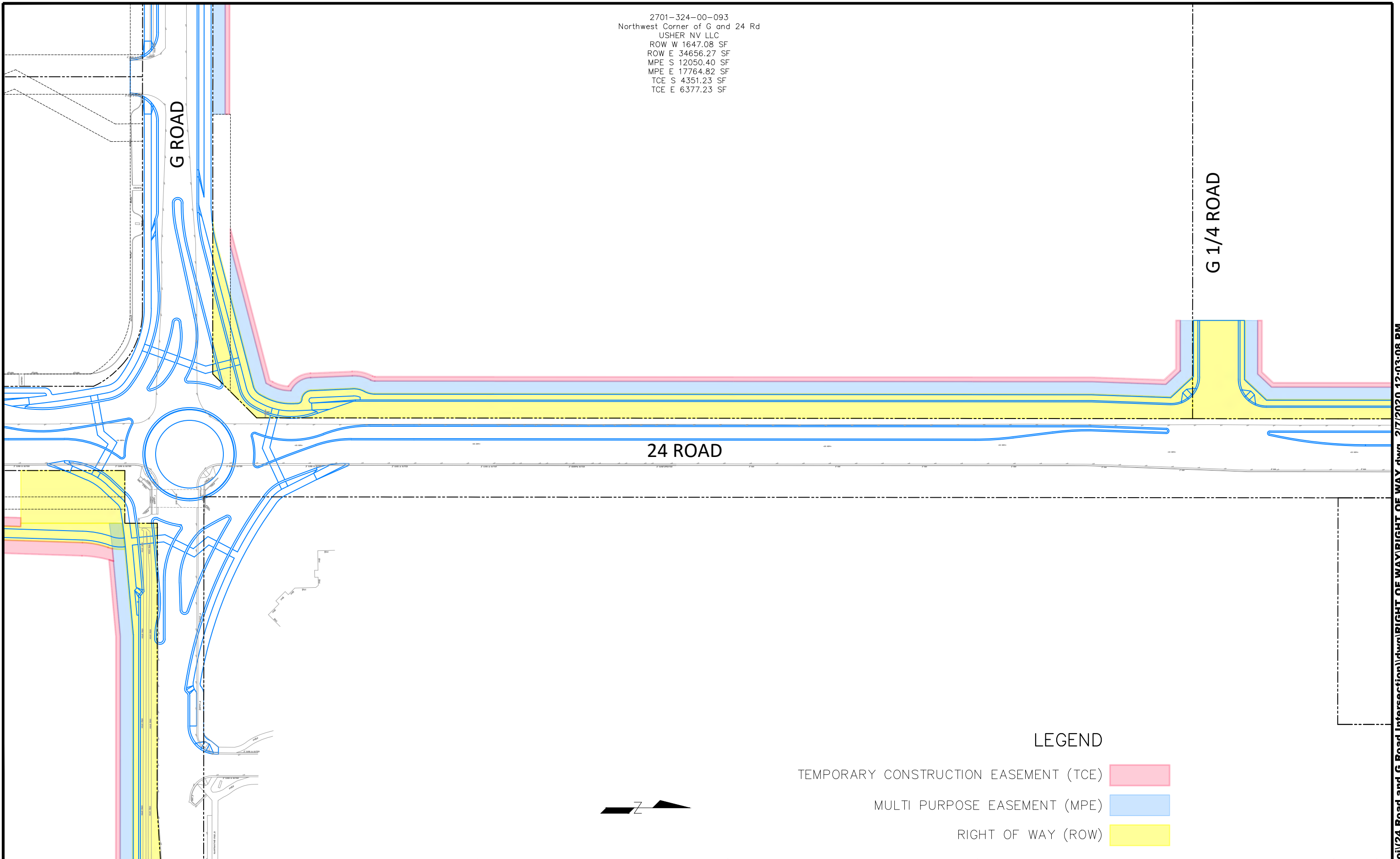
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 DESIGNED BY JCS DATE 2020  
 CHECKED BY ALC DATE 2020  
 APPROVED BY ICP DATE 2020



**PUBLIC WORKS  
 ENGINEERING DIVISION**  
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 3  
 February 7, 2020**

2701-324-00-093  
 Northwest Corner of G and 24 Rd  
 USHER NV LLC  
 ROW W 1647.08 SF  
 ROW E 34656.27 SF  
 MPE S 12050.40 SF  
 MPE E 17764.82 SF  
 TCE S 4351.23 SF  
 TCE E 6377.23 SF



LEGEND

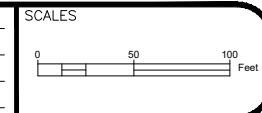
TEMPORARY CONSTRUCTION EASEMENT (TCE)

MULTI PURPOSE EASEMENT (MPE)

RIGHT OF WAY (ROW)

REVISION	DESCRIPTION	DATE
REVISION $\Delta$ REV 1		
REVISION $\Delta$ REV 2		
REVISION $\Delta$ REV 3		
REVISION $\Delta$ REV 4		

DRAWN BY	JCS	DATE	2020
DESIGNED BY	JCS	DATE	2020
CHECKED BY	ALC	DATE	2020
APPROVED BY	ICP	DATE	2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

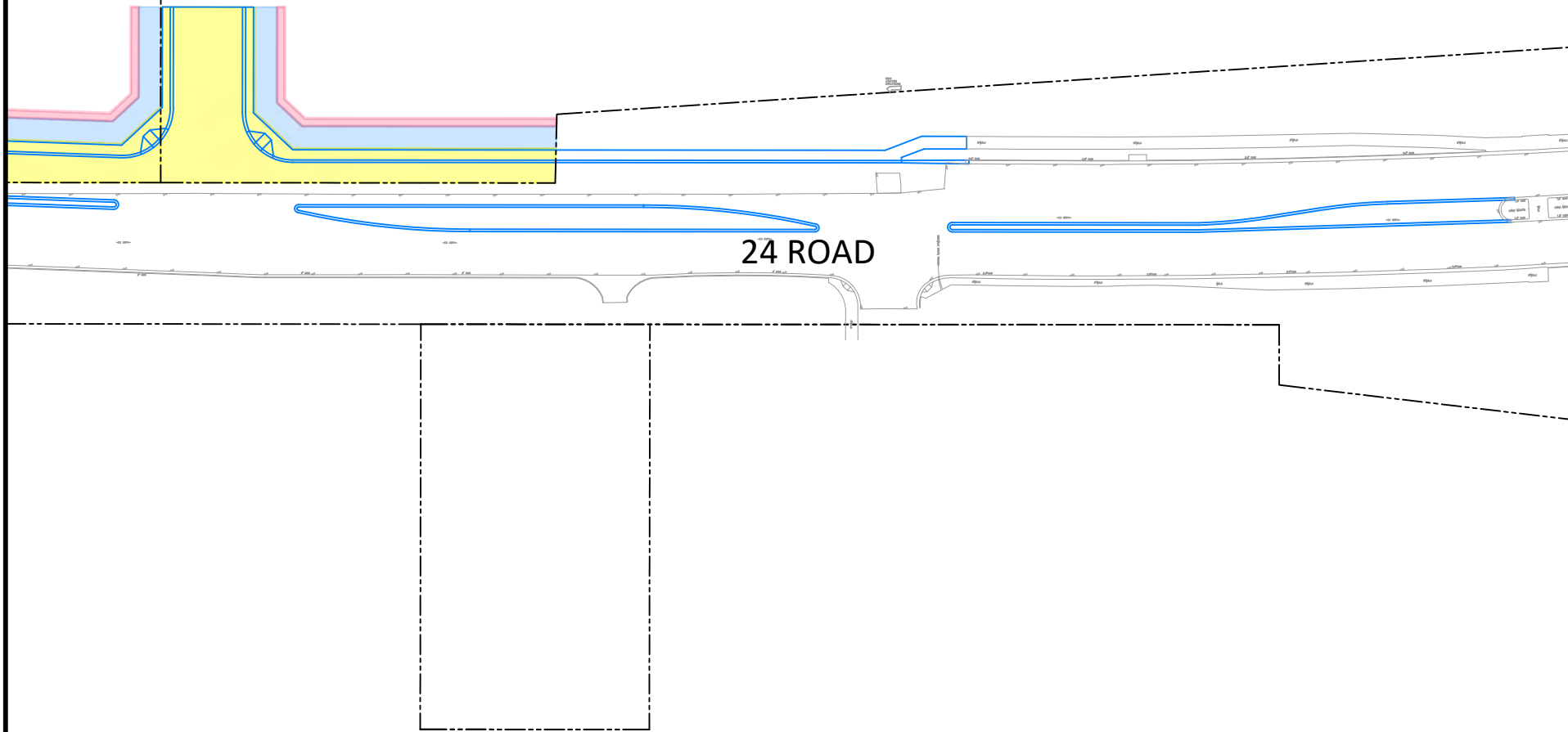
24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 4  
 February 7, 2020

2701-324-00-092  
 Southwest Corner of I-70 and 24 Rd  
 MARIAN JACOBSON, ERIC JACOBSON, &  
 KIRSTEN JACOBSON  
 ROW 11205.95 SF  
 MPE 3585.78 SF  
 TCE 1203.01 SF

G 1/4 ROAD

24 ROAD

INTERSTATE 70



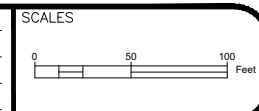
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE
△ REV 1		
△ REV 2		
△ REV 3		
△ REV 4		

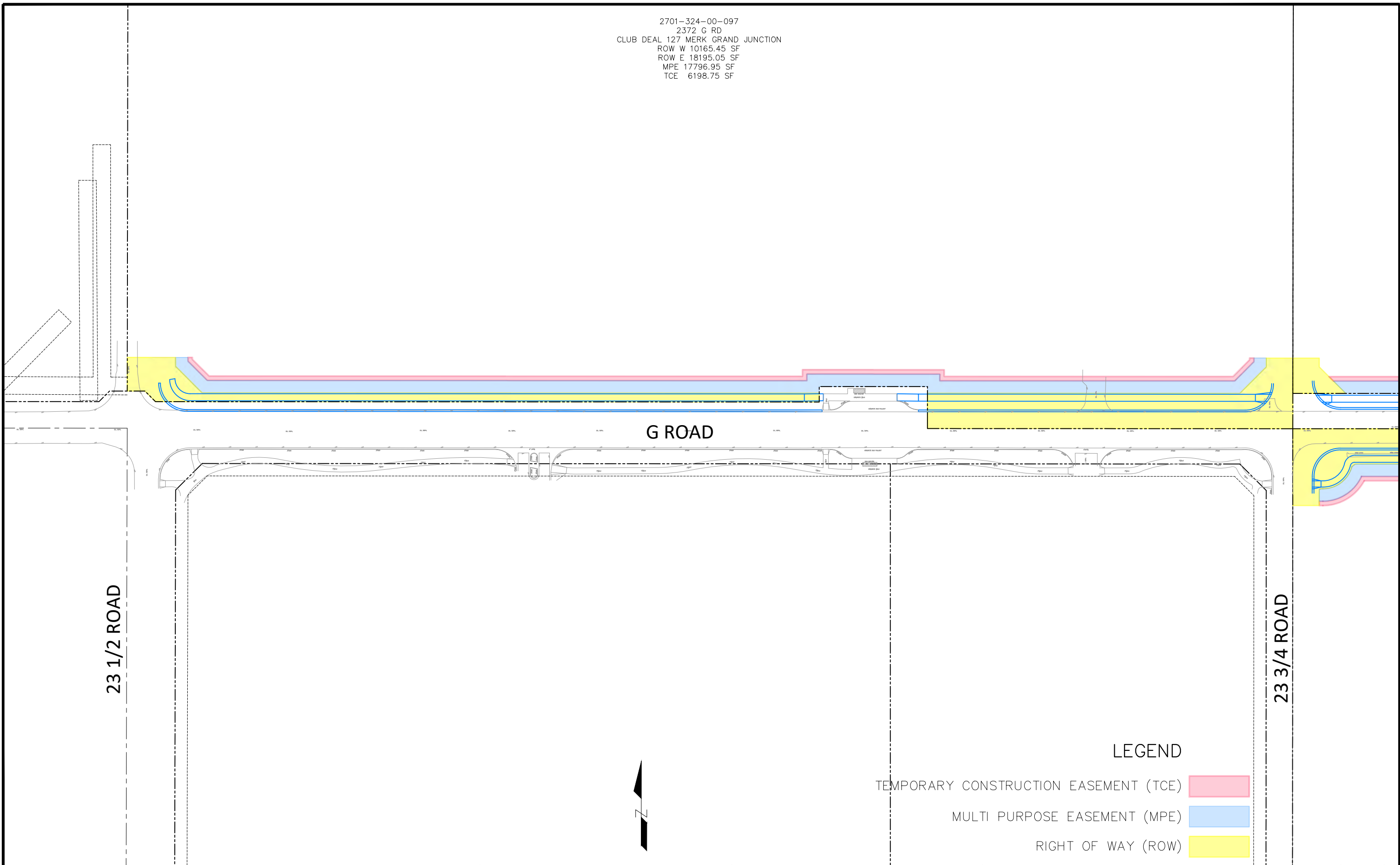
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 DESIGNED BY JCS DATE 2020  
 CHECKED BY ALC DATE 2020  
 APPROVED BY JCP DATE 2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 5  
 February 7, 2020

2701-324-00-097  
 2372 G RD  
 CLUB DEAL 127 MERK GRAND JUNCTION  
 ROW W 10165.45 SF  
 ROW E 18195.05 SF  
 MPE 17796.95 SF  
 TCE 6198.75 SF



G ROAD

23 1/2 ROAD

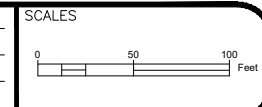
23 3/4 ROAD

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

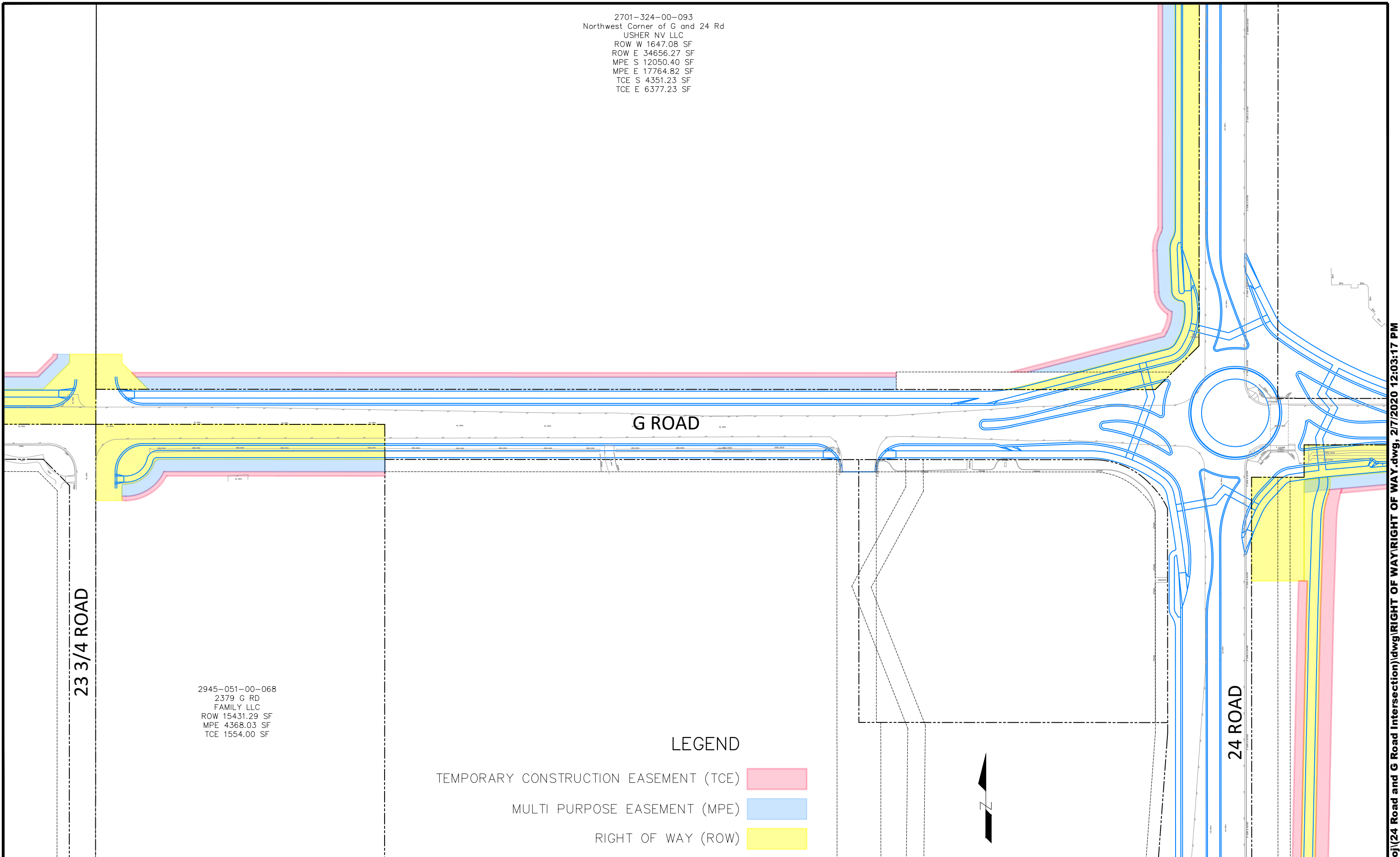
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 DESIGNED BY JCS DATE 2020  
 CHECKED BY ALC DATE 2020  
 APPROVED BY ICP DATE 2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 6  
 February 7, 2020

2701-324-00-093  
 Northwest Corner of G and 24 Rd  
 USHER NV LLC  
 ROW W 1647.08 SF  
 ROW E 34656.27 SF  
 MPE S 12050.40 SF  
 MPE E 17764.82 SF  
 TCE S 4351.23 SF  
 TCE E 6377.23 SF



G ROAD

23 3/4 ROAD

24 ROAD

2945-051-00-068  
 2379 G RD  
 FAMILY LLC  
 ROW 15431.29 SF  
 MPE 4368.03 SF  
 TCE 1554.00 SF

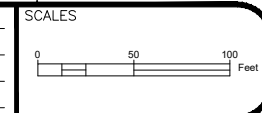
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



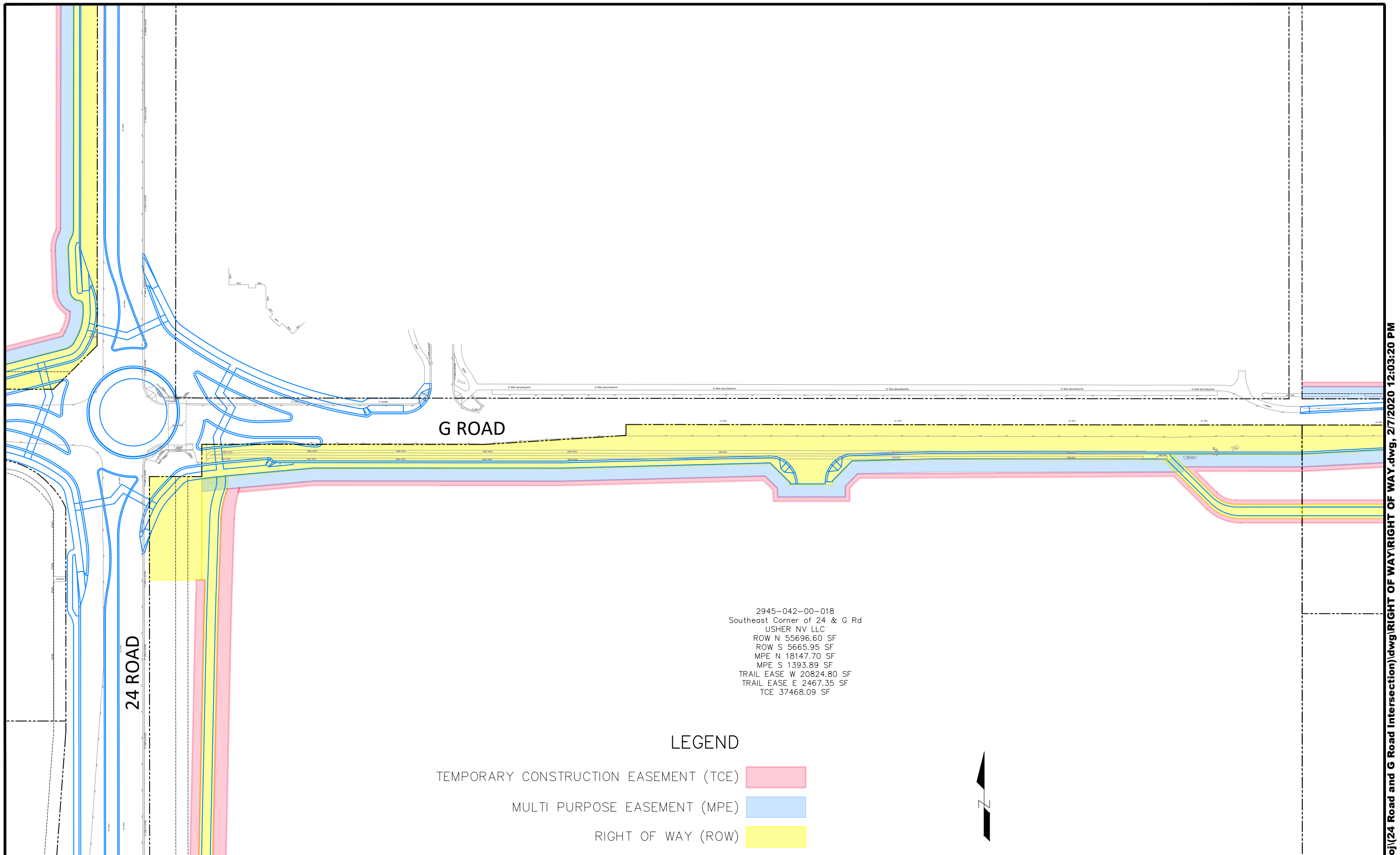
REVISION	DESCRIPTION	DATE
REVISION $\Delta$ REV 1		
REVISION $\Delta$ REV 2		
REVISION $\Delta$ REV 3		
REVISION $\Delta$ REV 4		

DRAWN BY	JCS	DATE	2020
DESIGNED BY	JCS	DATE	2020
CHECKED BY	ALC	DATE	2020
APPROVED BY	ICP	DATE	2020



**PUBLIC WORKS  
 ENGINEERING DIVISION**  
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 7  
 February 7, 2020**



G ROAD

24 ROAD

2945-042-00-018  
 Southeast Corner of 24 & G Rd  
 USHER NV LLC  
 ROW N 55696.60 SF  
 ROW S 5665.95 SF  
 MPE N 18147.70 SF  
 MPE S 1393.89 SF  
 TRAIL EASE W 20824.80 SF  
 TRAIL EASE E 2467.35 SF  
 TCE 37468.09 SF

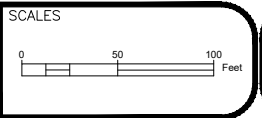
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE
REV 1		
REV 2		
REV 3		
REV 4		

DRAWN BY JCS DATE 2020  
 DESIGNED BY JCS DATE 2020  
 CHECKED BY ALC DATE 2020  
 APPROVED BY ICP DATE 2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 8  
 February 7, 2020

2701-333-01-002  
 2426 G RD  
 SHARON ANN MENDICELLI  
 ROW 700.46 SF  
 MPE 4423.52 SF  
 TCE 1579.81 SF

SPANISH TRAIL DR

G ROAD

24 1/2 ROAD

2945-042-00-075  
 2427 G RD  
 USHER NV LLC  
 ROW 5792.75 SF  
 MPE 2828.23 SF  
 TRAIL EASE 3226.56 SF  
 TCE 3025.54 SF

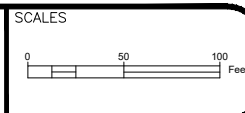
2945-042-00-076  
 2449 G RD  
 USHER NV LLC  
 ROW 15783.02 SF  
 MPE 13428.85 SF  
 TRAIL EASE 17390.19 SF  
 TCE 15442.71 SF

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REV 1			JCS	2020
REV 2			JCS	2020
REV 3			ALC	2020
REV 4			ICP	2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 9  
 February 7, 2020

**RIGHT-OF-WAY  
ACQUISITION  
SERVICES  
PROPOSAL**



**RFP-4760-20-DH  
City of Grand Junction, Colorado**

**Date of Submission: March 9, 2020**

**TRANSPORTATION RESOURCE SERVICES, INC.**

**7222 Commerce Center Drive, Suite 130  
Colorado Springs, CO 80919**

**6551 S. Revere Parkway, Suite 210  
Centennial, CO 80111**





## A. COVER LETTER

March 9, 2020

Duane Hoff Jr., Senior Buyer  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE:** City of Grand Junction, Colorado – Request for Proposal RFP-4760-20-DH  
Contract for Professional Right of Way Acquisition Services

Dear Mr. Hoff:

Transportation Resource Services, Inc., dba TRS Corp. (“TRS”) respectfully submits its response to the City of Grand Junction, Colorado (the “City”) RFP-4760-20-DH, Request for Proposal, Contract for Professional Right of Way Acquisition Services.

TRS will provide the City with turnkey property acquisition services. TRS manages right of way projects, acquiring real property and relocating displaced occupants for Colorado public agencies and condemning authorities. TRS’ team includes project managers, negotiators, relocation specialists, title companies and appraisers approved by the Colorado Department of Transportation (“CDOT”) to provide right of way consulting services to local agencies.

The principals and employees of TRS have decades of experience managing right of way projects and acquiring property for public agencies across Colorado, including the City of Grand Junction, Mesa County, CDOT Region 3, the City of Delta and the City of Montrose. Project successes include 23 and G Road Intersection Improvements, I-70 Business Loop Improvements from 24 Road to Rimrock Avenue, and 29 Road/I-70B Bridge Improvements.

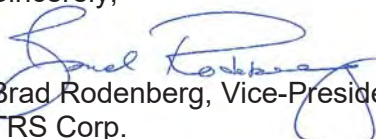
TRS maintains the requisite general liability, professional liability, workers compensation, and commercial automotive insurance. We received the Request for Proposal on February 15, 2020, and two (2) subsequent addenda. We have reviewed and acknowledge the general contract terms and conditions provided with the RFP.

The information provided in the RFP response attached hereto is true and correct to the best of my knowledge. As Vice-President, I am duly authorized to offer the proposed services to the City on behalf of TRS. If additional information is required, please do not hesitate to contact me as follows:

Brad Rodenberg, Vice-President  
7222 Commerce Center Drive, Suite 130  
Colorado Springs, CO 80919  
Email: [brad.rodenberg@trscorp.us](mailto:brad.rodenberg@trscorp.us); Phone: 877.494.8067

Thank you again for this opportunity. We look forward to earning your business.

Sincerely,

  
Brad Rodenberg, Vice-President  
TRS Corp.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4760-20-DH Contract for**  
**Professional Right of Way Acquisition Services**

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

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

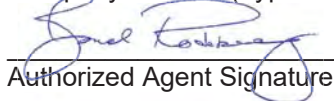
- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of   0   percent of the net dollar will be offered to the Owner if the invoice is paid within   0   days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received:   2  

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Transportation Resource Services, Inc. dba TRS Corp.

Company Name – (Typed or Printed)

  
Authorized Agent Signature

7222 Commerce Center Drive, Suite 130

Address of Offeror

Colorado Springs, CO 80919

City, State, and Zip Code

Brad Rodenberg, Vice President

Authorized Agent – (Typed or Printed)

(719) 494-8067

Phone Number

brad.rodberg@trscorp.us

E-mail Address of Agent

March 9, 2020

Date

## B. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

TRS employs ten (10) professionals between its two (2) Colorado offices and has been in business since 2006. TRS is a Colorado sub-chapter “S” corporation. While not a disadvantaged business, TRS is a 100% women-owned business. TRS is qualified by CDOT to provide right of way consulting services to Colorado local agencies in receipt of federal funds.

TRS maintains two offices in Colorado:

Denver Metropolitan Area:  
6551 South Revere Parkway, Suite 210  
Centennial, CO 80111

Colorado Springs:  
7222 Commerce Center Drive, Suite 130  
Colorado Springs, CO 80919

TRS supported the City of Grand Junction and Mesa County Department of Public Works with numerous infrastructure Projects over the past 12 years. These include the 29 Road/I-70B Interchange, I-70 Business Loop (with CDOT) from 24 Road to Rimrock Avenue and 23 and G Road Roundabout. A summary of key projects across Colorado follows biographies of our key employees who will be available to assist the City with its Projects.

*Our intent, upon award, is to secure office space in Grand Junction and maintain a local presence with a local employee and workspace for others.*

### **THE TRS TEAM**

#### **BRAD RODENBERG – Vice President**

Brad manages right of way projects and negotiates complex property transactions on behalf of our clients across Colorado. He provides oversight of procedural matters for clients, and supports, trains and develops TRS staff. He offers our clients 23 years of professional right of way experience, leadership, advice and assistance and can typically develop an equitable solution to the most unique and complicated matters. He is approved by CDOT for right of way consulting services for federally funded local agency projects, and was the contract right of way project manager for Kiewit Infrastructure Co. and RTD for the 10.5 mile I-225 Light Rail Expansion through the City of Aurora. In that capacity, he managed the property acquisition efforts with RTD and its design-build contractor for a \$690 million dollar project. He led the right of way task force for 2.5 years, collaborating with the RTD, the contractor, the engineering team and the City of Aurora to develop phasing of the right of way process with design-build construction at its heels.

#### **TIM WOODMANSEE – Senior Project Manager**

Tim is well known in the Grand Valley and across western Colorado in his roles as Right of Way Manager for CDOT Region 3 and Real Estate Manager with the City of Grand Junction. On April 30, 2020 Tim will be retiring from CDOT and on May 4, 2020 he will join the staff at TRS. Tim has represented the State of Colorado and local governments in a wide variety of real estate, water rights and mineral matters since 1986. He has been responsible for the acquisition of thousands of right-of-way and easement parcels to facilitate the installation of public infrastructure ranging from highways to utilities and drainage facilities. His experience includes obtaining permits and authorizations from the Bureau of Land Management, Bureau of Reclamation, United States Forest Service, the Federal Aviation Administration, Colorado Division of Parks & Outdoor Recreation, Colorado State Land Board and Union Pacific Railroad.

Mr. Woodmansee is respected for his knowledge, experience and expertise and has been qualified by CDOT as a Subject Matter Expert in right of way acquisition & relocation advisory services. His roles with TRS will include oversight and management of TRS projects and employees, implementation of special projects and services, and a local presence to the City of Grand Junction and Western Slope agencies.

***JEFF PERRET – Project Manager/Senior Right of Way Agent***

Jeff Perret has been project manager and senior acquisition/relocation agent for TRS for 12 years. Jeff has worked with clients including the City of Grand Junction, Mesa County, CDOT Region 3 and the City of Montrose. His project work includes the 29 Road/I-70B Interchange, I-70 Business Loop and numerous projects along D ½ Road. His responsibilities with TRS include project management, property owner outreach, property acquisition and relocation of residential occupants, businesses and personal property. He is approved by CDOT for right of way consulting services. Jeff retired as Captain from the Colorado Springs Fire Department prior to joining TRS. His background in dealing with emergency situations provides him effective communication and conflict resolution skills.

***RICHARD PITTENRIDGE – Project Manager/Senior Right of Way Agent***

Richard has been project manager and senior acquisition/relocation agent for TRS since 2013 and has been vital to our property acquisition and special services efforts. Richard is the primary contact for crossing licenses of the City of Aurora's Rampart and Prairie Waters raw water supply pipelines, and right of way lead for the development of the City of Aurora's water resources including reservoirs and well sites. Richard has 22 years of right of way experience with public infrastructure, water, electric transmission and pipelines. He is approved by CDOT for consulting right of way services. His energy and enthusiasm for the right of way craft have no bounds.

***KALAN FALBO – Senior Right of Way Agent***

Kalan Falbo is a senior right of way professional with TRS. Kalan been with TRS since 2015 after five years as an independent Landman in Colorado. He has worked to acquire right of way for City of Aurora projects including the Wild Horse Reservoir and Tollgate Interceptor. In addition, he has worked on transportation infrastructure projects with CDOT Regions 1 and 4, and Boulder County, and possesses an extensive background with both surface and sub-surface title research. Kalan has also spent several years assisting the Bureau of Reclamation in identifying ownership and encumbrances and securing rights of entry for a regional water delivery project in its design development phase. Kalan is approved by CDOT for consulting right of way services.

***MATT JOHNSON – Senior Right of Way Agent***

Matt is a senior right of way professional with TRS. Matt joined TRS in January 2017, upon graduation from the University of Colorado School of Law. Prior to law school, Matt served as an officer in the United States Army. While at TRS, Matt has assisted the City of Colorado Springs and El Paso County with numerous right of way projects funded under the Pikes Peak Rural Transportation Authority, a region infrastructure and maintenance authority funded through a voter approved sales tax. He is also leading a project for the City of Fountain and is TRS' primary point of contact for title curative and closings with TRS clients. Matt spent several years assisting the Bureau of Reclamation in identifying ownership and encumbrances and securing rights of entry for a regional water delivery project in its design development phase.

***DALE NORTHRUP – Office Manager/Quality Control***

Dale is TRS' Office Manager. Dale is tasked with document control and quality assurance. She assists TRS staff in development of notices, offers and contracts and is the central clearing house for written communication and information transmittals with the clients. Dale will monitor progress and provide status updates for the City's projects through TRS. She is integral to the daily operations of our organization and is relied upon for her keen reviewer's eye.

***LISA ROBERTS, SRA – Consulting Appraiser***

Lisa is a local Certified General Appraiser, appraising in the Grand Valley since 1998 from her office at 2392 Mariposa Drive in Grand Junction. She holds the SRA designation from the Appraisal Institute and is approved by the CDOT since 2010 for appraisal of right of way for CDOT and local public agencies. Lisa has been contracted through TRS for numerous projects since 2015 in the City of Montrose, and we respect the quality of her works and prompt turnaround of appraisals.

***ROBERT STEVENS, MAI – Consulting Appraiser***

Through Stevens Real Estate Services, Bob has served Western Colorado as an appraiser since 1988. He has held the MAI designation from the Appraisal Institute since 1984 and is approved by CDOT for appraisal services for CDOT and local public agencies. Bob maintains his office at 115 N. 5<sup>th</sup> Street in Grand Junction. Bob has teamed with TRS for appraisal services since 2008, being the appraisal lead for the 29 Road/I-70 Business Loop, and numerous projects for Mesa County and the City of Montrose.

***CHARLES NELSON, MAI – Consulting Appraiser***

Charles is a Certified General Appraiser, with 30 years of appraisal experience and an extensive working relationship with TRS. Charles was an appraiser for the team assembled for the I-225 Light Rail Expansion in Aurora and is currently is contracted with TRS to provide appraisals for clients including the City of Aurora, El Paso County and RTD. He is approved by CDOT as an appraiser for federally assisted projects. Charles is principal of Nelson Appraisal and Consulting, LLC, a CDOT certified Disadvantaged Business Enterprise (DBE).

***DOUG NITZKORSKI, MAI – Consulting Review Appraiser***

TRS' principals have worked with Doug since 2000, beginning with the I-25/I-225 Expansion Project. As principal with Associated Value Consultants, Inc., Doug has been appraising independently since 1990. Doug was the appraisal lead on behalf of TRS for the I-225 Light Rail Corridor Expansion in Aurora from 2013-2016. He is a Colorado Certified General Appraiser and is approved by CDOT as an appraiser and a review appraiser for federally assisted projects. Doug has provided appraisal review services for numerous projects with CDOT oversight in the City of Colorado Springs and El Paso County. We anticipate utilizing Doug's depth of experience as review appraiser when required.

***ABSTRACT & TITLE COMPANY OF MESA COUNTY***

TRS has included title research, insurance and closing services through Abstract & Title Company of Mesa County ("Abstract & Title"). We have utilized Abstract & Title for right of way acquisition since 2008, for projects including the I-70B/29 Road Interchange and the I-70 Business Loop from 24 Road to Rimrock Drive. They have served Mesa County for over 100 years. Closing a partial acquisition can be a tedious task to meet lien holder requirements. Abstract & Title has been instrumental to TRS and its public clients in bringing closings across the finish line.

Resumes and Statements of Qualifications for our key employees and appraisal consultants are included in **Appendix A**.

## **EXPERIENCE**

We have included a representative sample of projects that we have completed for satisfied clients over the last decade. This includes projects within the Grand Valley and the Western Slope of Colorado. The projects listed range from \$10 million to \$600 million in construction funding. We have acquired several hundred parcels for the City of Grand Junction and Mesa County since 2008.

### **I-70 Business Loop, Grand Junction, CO - City of Grand Junction & CDOT Region 3**

TRS provided property acquisition and relocation advisory assistance on behalf of CDOT, as a sub-consultant of the City of Grand Junction. This project made improvements to the I-70 Business Loop from 24 Road to Rimrock Drive, including acquisition of 45 parcels from 29 property owners, displacement of one business and several complex partial acquisitions, including a mobile home sales office, wholly under CDOT guidelines. The effort was inclusive – contracting appraisers and specialty consultants, obtaining permissions to enter, delivering notices to owners along with acquisition, relocation, and title curative matters. The procedures utilized for this Project followed CDOT and federal-aid guidelines. At the request of CDOT, TRS developed an extensive report, including field photographs of the right acquired and those appurtenances that would be protected, removed, or rehabilitated by the first two Project phases in advance of construction.

### **Delta Truck Bypass – City of Delta, CO**

TRS was contracted by the City of Delta to acquire real property from 30 property owners to facilitate construction of a truck bypass on the west side of the City. This Project was subject to Uniform Act requirements at its intersections with State Highways 50 and 348. TRS assisted the City in developing a relocation policy, sub-contracted title research with a local title company, and assisted with negotiations and the exchange of property with the Union Pacific Railroad. TRS regularly met with City officials to provide progress updates and to brief City officials on matters pertinent to the acquisition of property. TRS developed a Request for Qualifications to assist the City with its efforts to obtain appraisal services and worked directly with the Delta City attorney in preparation of contracts, including special provisions, and presented the property acquisitions for consideration at the City's open council sessions.

### **West Colorado Avenue – Pikes Peak Rural Transportation Authority, City of Colorado Springs, City of Manitou Springs & El Paso County**

TRS was contracted by El Paso County, the City of Colorado Springs and the City of Manitou Springs to facilitate property acquisition from 90 property owners adjacent to a three-mile segment of West Colorado Avenue/Manitou Avenue spanning three jurisdictional boundaries. TRS sub-contracted with the appraiser, review appraiser and the title company in support of the property acquisition efforts. The Project included the total acquisition of a motel, a mixed-use residence/business and a commercial property in addition to 87 partial acquisitions of right of way and easements. We worked extensively with a recreational vehicle resort to secure early access for floodplain work and to develop interim operational improvements and long-term access and circulation improvements through the resort.

### **Centennial Boulevard Extension – City of Colorado Springs Public Works**

TRS was contracted by the City of Colorado Springs, through its design engineer, to facilitate the acquisition of 15 right of way parcels and the relocation of 4 households. This project is an extension of Centennial Boulevard from Fillmore Street southward to connect with I-25 at Fontanero Street through a new roadway. The Project included assisting the City with a development agreement and Voluntary Cleanup (under the supervision of CDPHE) with an adjacent developer to remediate environmental concerns from the right of way. TRS

coordinated outreach and secured deeds and easements by donation from several adjacent properties, whom were significantly aided in future development by the completion of Centennial Boulevard.

#### **Flood Recovery: Four Mile Canyon Drive / Wagonwheel Gap Road – Boulder County DOT**

TRS was contracted by Boulder County to assist with owner outreach and property acquisition for flood recovery right of way efforts along Four Mile Canyon Drive and Wagonwheel Gap Road. The flood recovery projects included 5 distinct project segments affected by 2013 floods, with TRS providing public outreach and organizing landowner meetings to secure permission to enter, followed by procuring title research, appraisals and value findings for over 100 permanent and temporary easements. This was a unique project, whereby most of the existing roadways existed through declarations and prescription versus deeded right of way. Upon right of way clearance and selection of a contractor, TRS issued construction start notices as provided in the County's agreements and easements and settled construction claims.

#### **I-225 LRT – Kiewit Infrastructure Co./Regional Transportation District – Denver (RTD)**

TRS was contracted by Kiewit Infrastructure Co. to be its right of way management consultant for the I-225 Light Rail Project on behalf of RTD. The construction effort was "design-build", with right of way services to include acquisition, appraisal and relocation under the design-build contractor's envelope of services. TRS contracted with four appraisers, a review appraiser, and two title companies in support of this effort to acquire 80 parcels of right of way and relocate 250 storage units, 49 residential occupants and 10 businesses. Weekly task force meetings were conducted under TRS guidance, incorporating representatives of the project partners Kiewit, RTD, AECOM (project engineer) and the City of Aurora to prioritize acquisitions, review status, discuss design elements affecting right of way, and issues appurtenant to the right of way phase of the Project.

#### **Charter Oak Ranch Road/Gate 19 (CORR) – El Paso County/City of Fountain**

CORR is a jointly administered roadway project between FHWA, El Paso County, the City of Fountain and the Department of Defense, providing improvements to Charter Oak Ranch Road to improve regional mobility and access to Fort Carson's Gate 19. The project is located within an area of transition and development of industrial properties. The roadway is located in unincorporated El Paso County, while part of the properties to be acquired are within incorporated City of Fountain. TRS worked collaboratively with the design team and surveyor during right of way plan preparation and approval through CDOT. We prepared value findings and assisted with title curative measures as part of the acquisition process. TRS subcontracted the appraisal services, title research and coordinated the appraisal review with CDOT Region 2.

#### **Hodgen Road Improvements – El Paso County Department of Public Works**

TRS contracted for turn-key right-of-way consulting services to El Paso County for this roadway safety improvement project through northern El Paso County. TRS provided owner outreach, meeting with the design team and each property owner to review the project design and get specific owner comments on driveway design. The Project involved significant adjustment to vertical curves. TRS sub-contracted the appraisal and title services and negotiated with 30 property owners. Key to the success of the Project was procurement of right-of-way from the Audubon Society on a large parcel encumbered by a conservation easement and securing agreement for a joint utility trench for electric and telecom, reducing the project footprint on this ecologically sensitive property.

## C. STRATEGY AND IMPLEMENTATION PLAN

Our mission is to secure the required property as efficiently as possible. We vow to be proactive – have the “heavy lifting” done whenever possible through the Notice of Intent and appraisal phase of the project and render the “offer” phase as negotiation on price. While certainly not always the case, we have learned that being readily available to answer owner questions and vet the details of property restoration, access and on-site remedies out in front of the appraisal and offer keeps the process consistently moving forward. Condemnation is unpopular, time consuming and expensive for all parties. The City’s scope as provided in the RFP is well defined. Our application of that scope is described below.

### ***DOCUMENT REVIEW/TITLE RESEARCH***

At the inception of a Project, TRS will secure title research to identify matters of record that may substantially affect the City’s Project. This may include matters that could impede the transfer of insurable title or determine how or where a property derives its access to and from the public right of way. The City and the appraisers will rely on the title work for their respective efforts to develop right of way plans and legal descriptions, and for consideration of how certain matters of record affect the value of property. When agreements have been reached for the sale of right of way or easements, we will then coordinate on behalf of the City with the title company to secure the City’s property interests free from liens or other recorded encumbrances.

### ***RIGHT OF WAY PLANS/LEGAL DESCRIPTIONS***

TRS will assist the City, to the extent required, to review and finalize right of way plans. This includes a cross reference between the legal descriptions and the plans, and the final design and the plans.

### ***NOTICES OF INTENT & PERMISSION TO ENTER PROPERTY***

Upon receipt of final right of way plans and legal descriptions, TRS will coordinate with the City’s Project Manager to develop Notices of Intent (“NOI”) and deliver to the property owners. The NOI will include the legal descriptions of the property interests to be acquired. For acquisitions estimated to exceed \$5,000, the property owner will be entitled to their own appraisal at the City’s expense, if submitted within 90 days and meeting the minimum standards outlined in the NOI letter. If the NOI cannot be delivered personally, TRS will follow up with each property owner after sending the NOI for introduction, further explain the project, document questions or concerns, obtain permissions to enter and schedule parcel staking and appraisal inspections.

### ***PROPERTY VALUATION & APPRAISAL***

TRS will coordinate appraisals for parcels with an estimated value exceeding \$10,000 (the Uniform Act limit for waiver valuations), unless an appraisal would be pertinent for a low value acquisition. On behalf of the City, TRS will prepare a Letter of Information (“LOI”) for the benefit of the appraiser. The LOI will include pertinent data for the project and the property, including a project background statement, current plans, permanent easement purposes, temporary easement durations, a summary of the project restoration, and document which improvements may be acquired, protected or replaced in kind at project expense. Our experience has shown that developing the LOI for the City’s appraiser and the property owner’s appraiser provides for a better comparison of “apples to apples” upon completion of the appraisals.

The appraisals will identify and value fee simple interests, improvements, permanent and/or temporary easements. A concise inventory of real and personal property will be prepared with the appraisal inspection, which in conjunction with the LOI will provide accurate assessment of acquired improvements and restoration costs for each appraiser. Sales data compiled by the



City's appraiser will be utilized by TRS in preparation of value findings for simple acquisitions of properties estimated to be less than \$10,000 in value. Upon a proofread for typographical errors and cross reference with the LOI, TRS will secure the City's approval of the appraisal as "Fair Market Value" ("FMV") and basis for an offer.

### **REVIEW APPRAISAL**

There may be instances where a third-party technical review of appraisals is prudent. Our team includes an experienced, CDOT qualified review appraiser. The review appraisal provides an assessment of the appraiser's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). When multiple appraisals have been submitted (the City's and the property owner's), the reviewer provides an independent third-party's professional opinion of the appraisal conclusions and a recommendation to the City as to which best supports FMV.

### **OFFERS AND NEGOTIATIONS**

In advance of an offer, TRS will secure an update to the title information binder, to confirm whether ownership has changed in full or part, and identify any new "less than fee" interests (such as easements or financial liens) that may have been recorded since the NOI.

TRS will present offers to acquire based upon the City's approved FMV. The offer will include a letter outlining the sum offered and general timeline to respond, a summary statement of just compensation, specific instruction on the procedures and signing process to accept an offer, forms of contract and conveyance, an IRS Taxpayer Identification Form W-9 to process payment for an accepted offer, and a point of contact for questions. The summary statement affords the owner an abbreviated reference to the offered values for right of way, easements and improvements from the value finding or appraisal. To advance the title curative process, if the title information identifies lien holders the offer letter will include a lender consent letter for the owner to provide lien holder information.

We will provide the City with feedback regarding property owner questions or concerns and collaborate with the City to resolve the owner's questions and recommend settlements. Counteroffers or revisions to contracts or easement documents presented by property owners will be submitted for legal review. We will compile a file of City approved conditions that may be incorporated within a contract or conveyance to alleviate the burden of City staff reviewing the same or similar requests from multiple property owners.

Our experience has taught us that certain matters cannot be resolved within the typical 30-day negotiation window and may require additional time, construction considerations or creative solutions to reach a settlement. We understand the City's need to secure property through negotiations, not condemnation, and will employ all options available to the City to secure property via negotiated settlement. In some instances, a Possession and Use Agreement may be an option. This type of agreement provides irrevocable possession of the property and/or easements to the City short of condemnation and allows for the City and the owner continue to negotiate price while the City's construction can proceed.

Once an agreement has been reached, TRS will review documents requiring signature with the property owner, ensure that the documents are accurate and secure the necessary instruments to validate owner signatures to the contracts and conveyances (*i.e.* "measure twice, cut once"). We will then submit settlement documents for acceptance and execution by the City.

If the owner has not agreed to a settlement within 30 days (or extended timeframe at the City's discretion), a final offer to acquire with 10 days to respond will be provided. If all efforts to reach a settlement are exhausted and negotiations reach an impasse, TRS will provide the City with

its file and documentation verifying good faith negotiations have been administered in compliance with applicable local, state and/or federal requirements. TRS will request updated title information and submit the file to the City's legal counsel for condemnation.

### **RELOCATION**

During the project development phase, TRS and the City will confirm if the acquisition of property interests displaces a resident or a business (a "displaced person" or "displaced business"), or personal property must be moved from the acquired right of way or easements. In those instances, TRS will develop a relocation plan, comparable to that prescribed in Chapter 5 of the CDOT ROW manual and provide relocation advisory assistance to displaced persons or businesses. Displaced persons or businesses extend the lead times for securing property for a Project by *at least 90 days*. These properties will be prioritized in the appraisal and acquisition schedule to account for this. TRS has the expertise to develop and implement a relocation plan modeling the process utilized by CDOT, and our staff has relocated hundreds of displaced residents and businesses.

Being displaced can be an unnerving process for a homeowner, tenant or business. We will be a resource the displaced occupant can rely upon to find comparable housing for displaced residents and suitable alternate locations for displaced business. We will assist the City with administration of relocation benefits, by preparing written analysis of eligibility for relocation or moving benefits and reduce undue hardship upon a displaced person or business by ensuring the eligible benefits and payments are provided to each displaced occupant. A comprehensive file record, including checklists of milestones, notices, benefit calculations and payments, will be maintained by TRS on behalf of the City.

### **PROGRESS MEETINGS/STATUS REPORTING**

To meet the City's project milestones, TRS will lead regular right of way project meetings and provide the City's Project Manager with accurate and current status reports of relevant information as to the status of each parcel. TRS will also document these meetings and distribute minutes from each to the City. We encourage you to review the sample Meeting Agenda and sample Progress Report TRS will utilize, located in **Section G**.

### **CLOSINGS/RIGHT OF WAY CLEARANCE**

Upon settlement with the owner, TRS will submit a purchase agreement (and settlement recommendation if applicable) to the City for review and approval. We will coordinate with the title company on behalf of the City to close promptly. After the right of way and easements have been secured from all owners, TRS will prepare a right of way clearance that includes all of the property and easement conveyances, and contracts with any special provisions for the benefit of the City's construction manager and selected contractor. A sample right of way clearance report, prepared for Boulder County is included with **Section G**.

## **MANAGEMENT PHILOSOPHY**

With every project, we strive to meet three common objectives: (1) meet deadlines; (2) balance stakeholder interests; and (3) control costs.

### ***MANAGEMENT SYSTEMS***

Every engineer, project manager and elected official has experienced the frustration of project delays. Delays should not be the result of matters within our control. The City's project is our priority, and we utilize methods to maintain schedule. As previously stated, we proactively coordinate with the project manager, the appraiser, the engineer, the title company and the landowner. We track internal progress with dedicated document control, quality assurance staff and regular project meetings. TRS employees know what needs to be done, when to do it and who is responsible for each task. Through organization, attention to detail and a firm grasp of the relevant laws, we meet deadlines.

### ***QUALITY ASSURANCE REVIEWS***

Quality assurance is paramount. All notices, letters, or conveyance documents are drafted by the appropriate personnel, and reviewed by a Project Manager or contemporary. In the electronic age, when a document has been reviewed, the reviewer saves a copy with its initials. Documents to be transmitted to owners and the City are not produced or further advanced until the reviewer initials are present. All title company documents are reviewed by the Project Manager or Quality Assurance Manager in advance of submittal to the City for its final review and signatures.

### ***PROJECT TRACKING***

Progress tracking, for scope and deliverables, is typically managed via Excel status reports and Microsoft Project. Milestones in and out of TRS, sub-consultants and the client are tracked sequentially through the processes. Deliverables, such as a final appraisal, notice of intent, offer letter or contract are posted in either SharePoint or a secure cloud drive allowing the City access to completed documents at its discretion.

### ***INTERNAL PROJECT MANAGEMENT***

Due to the size of our firm and our sole service offering being right of way support services, TRS remains flexible to the City and the owner's needs. In general, an internal status update is conducted bi-weekly by project; however, we can convene *impromptu* to address pressing matters. Management processes with our staff are collaborative and quick to the point, not hierarchical.

### ***PUBLIC AND INTERNAL RELATIONS***

Landowner relations are critical. The right of way agent is the liaison between the owner and City, and TRS will address and assuage the concerns of landowners to meet the City's goals. Best practices include attending public meetings with engineers and project managers. We work with the City to develop effective talking points and present information in a manner that is easily understood and accepted by the public. Affected owners are often intimidated and unnerved by a pending project. We understand that the owners require a sense of trust and education of the process, which in turn concludes deals amicably and preserves the relationship between owners and the City. The sensitive nature of our services requires accommodation of affected owners and displaced occupants. Nearly all direct interaction is at a place of the owner's choosing. Our telephone system provides immediate electronic transfer of voicemail to email and mobile devices. Landowners should rely on TRS as a trusted source of information and a problem solver, not just a delivery person.

## D. REFERENCES

The truest testament of our ability is through of our clients. We seek to be an extension of your staff, not just a consultant. Acquiring property with a third-party can be an effective measure of impartiality between the City and the property owner. We invite you to contact each of the references below and have included a letter of recommendation we received from Boulder County Department of Transportation.

### **City of Grand Junction, Colorado**

Trent Prall, Public Works Director  
970.230.5021 – [engineering@gjcity.org](mailto:engineering@gjcity.org)

### **City of Montrose, Colorado**

Scott Murphy, P.E., City Engineer  
970.240.1498 – [smurphy@cityofmontrose.org](mailto:smurphy@cityofmontrose.org)

### **City of Colorado Springs, Colorado**

Darlene Kennedy, Real Estate Services Manager  
719.385.5605 – [darlene.kennedy@coloradosprings.gov](mailto:darlene.kennedy@coloradosprings.gov)

### **City of Colorado Springs, Colorado**

Travis Easton, P.E. Public Works Director  
719.313.1609 – [travis.easton@coloradosprings.gov](mailto:travis.easton@coloradosprings.gov)

### **City of Aurora – Aurora Water**

Angela Goodman, P.E., Source Water Superintendent  
720.480.3103 – [agoodman@auroragov.org](mailto:agoodman@auroragov.org)

### **El Paso County Department of Public Works**

Jennifer Irvine, P.E., County Engineer  
719.520.6898 – [jenniferirvine@elpasoco.com](mailto:jenniferirvine@elpasoco.com)

### **Town of Windsor**

Ian McCargar, Town Attorney  
970.674.2492 – [imccargar@windsorgov.com](mailto:imccargar@windsorgov.com)

### **Boulder County, Department of Transportation**

Anne Pagano, P.E., Project Implementation Manager  
303.441.3900 – [apagano@bouldercounty.org](mailto:apagano@bouldercounty.org)

### **Colorado Department of Transportation – Region 2**

Amber Billings, Right of Way Supervisor  
719.546.5413 – [amber.billings@state.co.us](mailto:amber.billings@state.co.us)

### **Colorado Department of Transportation – Region 1**

Penny Clemons, Right of Way Supervisor  
303.757-9887 – [penny.clemons@state.co.us](mailto:penny.clemons@state.co.us)

### **Regional Transportation District**

Susan Altes, Real Property Manager  
303.299.2440 – [susan.altes@RTD-Denver.com](mailto:susan.altes@RTD-Denver.com)



## Transportation Department

2525 13th Street, Suite 203 • Boulder, Colorado 80304 • Tel: 303.441.3900 • Fax: 303.441.4594  
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.bouldercounty.org](http://www.bouldercounty.org)

May 3, 2017

### Re: Letter of Reference, Transportation Resource Services, Inc. (TRS)

To Whom It May Concern:

On behalf of Boulder County Transportation, it is my pleasure to submit this letter of reference for Transportation Resource Services, Inc. (TRS). I have personally been working with TRS on several projects throughout Boulder County for the past 3 years.

The projects that are currently in progress include large, multi-million dollar road, bridge and stream restoration projects within the county's foothills where the majority of the 2013 flood damage took place. TRS has been an instrumental part of these recovery projects, has navigated complex inter-agency coordination as well as context sensitive processes.

The professionalism and commitment of TRS's staff is exemplified by Brad Rodenberg, Richard Pittenridge and Kalan Falbo, who have all been leading the charge for our Right-of-Way acquisition. Services that are being provided by TRS include coordination and meetings with over 100 property owners, detailed negotiations to obtain temporary and permanent easements, value findings, offer letters and final paperwork to secure the necessary easements for construction. Additionally, TRS is preparing detailed workbooks for our contractor's use during construction to ensure all agreements that were made with the property owners are adhered to during construction.

In summary, TRS's management, communication and technical skills are exceptional, and they thrive in a collaborative environment. TRS's staff has exhibited superb leadership skills, ROW support and guidance.

I would highly recommend TRS for all of your Right-of-Way acquisition consulting needs.

If you have any questions or would like to discuss in more detail, please don't hesitate to contact me.

Sincerely,

**Anne M. Pagano, PE**  
Project Implementation Manager  
Boulder County Transportation Department

## E. FEE PROPOSAL

TRS schedule hourly rates and expenses for 2020 are defined below.

**Hourly Rates:** Project Manager/Principal..... \$158.00/hour  
Senior R/W Agent..... \$120.00/hour  
R/W Agent..... \$105.00/hour  
Administration/Office Management.....\$ 64.00/hour

**Appraisals:** \$4,000 - \$12,000/each (based upon complexity and quantity)

**Review Appraisals:** \$1,500 - \$1,800/each (based upon quantity per Project)

**Appraiser Hourly/Litigation:**.....\$250.00/hour

**Title Commitments:** \$625.00/each

**Closing Fees:** \$300/each

**Expenses:**

Mileage - prevailing IRS rate  
(Mileage charge - one-way only from Centennial or Colorado Springs to Grand Junction)  
(Mileage charge as actually incurred in Grand Junction/Mesa County)

Postage/FedEx @ cost

Overnight lodging @ cost

File copies/electronic medium – no charge

*Fees for sub-consultants, appraisers and expenses and passed through directly – no markup*

*Sub-consultant shall be contracted with flow down provisions from the City's contract with TRS.*

## F. LEGAL PROCEEDINGS/LAWSUITS

Civil Case 2018cv031173

On May 11, 2018, a property owner, as Plaintiff, within the City of Manitou Springs, Colorado, and the subject of a property acquisition for a public improvement project, sued a neighboring property owner, the City of Manitou Springs and TRS Corp. as Co-Defendants. The Plaintiff leased property adjacent from the Co-Defendant neighbor. The conveyance of property by the Co-Defendant neighbor to the City for a public purpose triggered a lease termination clause in a lease between the Co-Defendant neighbor, as Lessor, and the Plaintiff, as Lessee. The Co-Defendant neighbor exercised its sole right to terminate.

The Plaintiff alleged collusion between the City, the Co-Defendant neighbor and TRS to create an unnecessary acquisition of the Co-Defendant neighbor's property, thereby allowing the Co-Defendant neighbor to terminate the Plaintiff's lease.

As a right of way acquisition consultant, TRS does not develop nor approve designs of public infrastructure, nor do we survey or legally described parcels to be acquired. We administer the public agency's acquisition process.

The lawsuit was frivolous and insulting. After months of TRS' wasted time, effort and money, TRS and the City of Manitou Springs were dismissed, with prejudice, on January 25, 2019.

A lesson was learned as to the value of professional liability insurance. The costs to defend itself, even with a frivolous case, would likely bankrupt a small, uninsured company.

Our professional liability insurance is a specialty policy for a right of way consultant's services under state condemnation law and the Uniform Act. It is expensive. It is not real estate broker's errors and omissions insurance, which covers acts pursuant to a brokerage, or real estate agency relationship. Our services are provided for an hourly fee, not a commission.

TRS maintains professional liability insurance in the amount of \$2,000,000, per claim and in the aggregate.

## G. ADDITIONAL DATA

We have compiled additional information to provide insight into our project management methodology. Attached hereto are the following:

- Sample Meeting Agenda
- Sample Progress Report
- Sample ROW Clearance Report





Project ROW Meeting Agenda

Date:  
 Time:  
 Location:  
 Attendees: <list all meeting attendees here>

Introductions			
Topic	Status / Due By	Responsible Party	
Old Business – Action Items Prior Meeting			
1.			
2.			
3.			
Overdue items			
1.			
New Business			
1.			
2.			
3.			
Anticipated obstacles/potential solutions			
City of Grand Junction intra-governmental action items			
ROW status updates (see attached status spreadsheet)			

Next Meeting: <insert next schedule meeting date, time and location here>

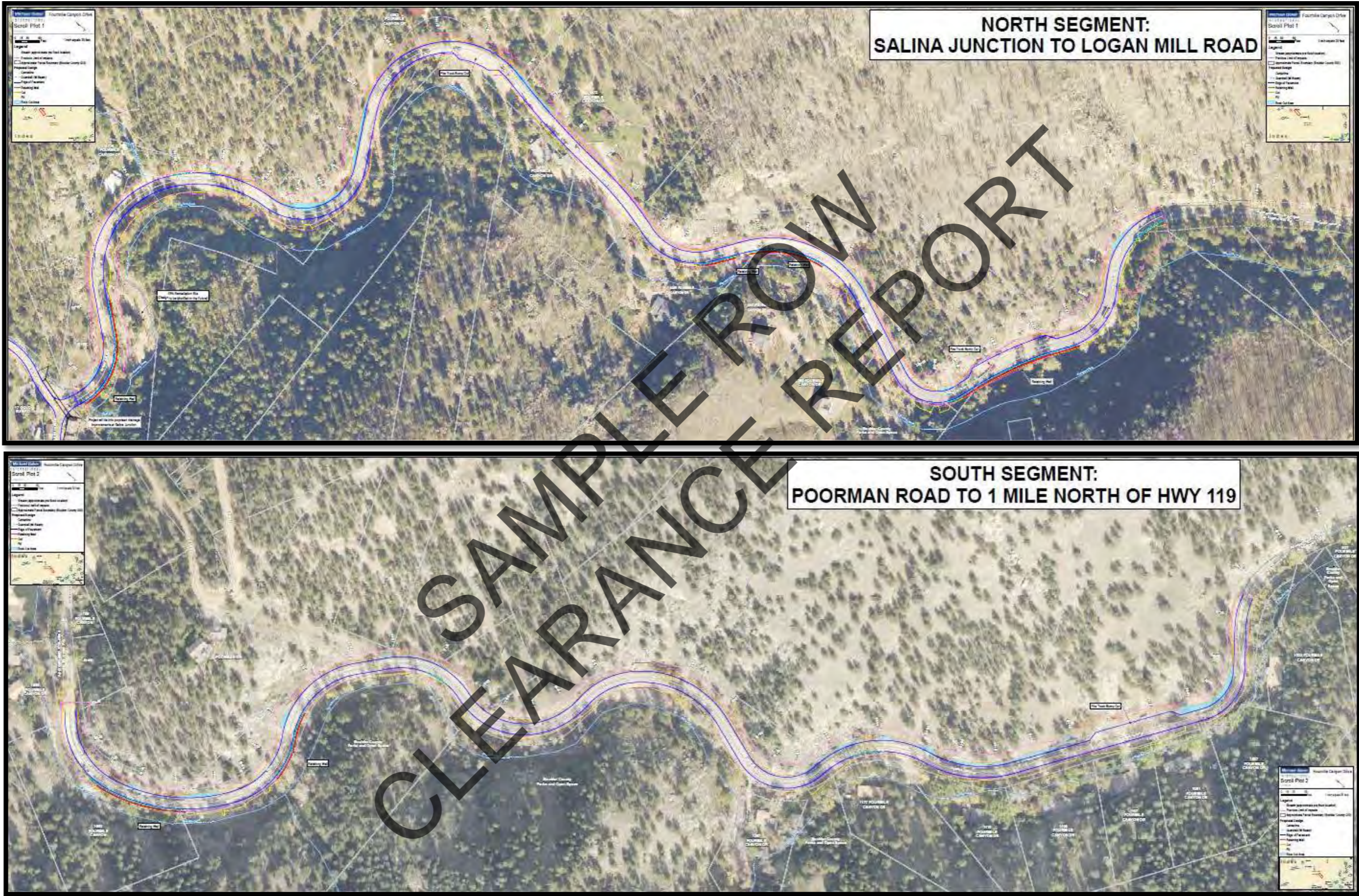


**ROW Consultant Progress Report  
City of Grand Junction**

Reporting Period: 6/1/2020 through 6/30/2020

<b>Activities Completed</b>	<b>Description</b>
Biweekly meeting xx/xx/2020	Old Business completed:  Continuing Business:  New Business:
Permissions to Enter	Secured PTEP from the following owners: xx, xx, xx, xx
Appraisals	xx-xx-2020 – Staked Parcels xx, xx, xx xx-xx-2020 – Appraisal Site inspections xx, xx, xx
Approvals	FMV's approved by City of Grand Junction – Parcels xx, xx, xx
Biweekly meeting xx/xx/2020	Old Business completed:  Continuing Business:  New Business:
Offers to Acquire	Offers delivered: Parcels xx, xx, xx
Agreements signed	Parcels xx, xx, xx
Closed	Parcels xx, xx, xx
Relocation Assistance	Replacement Housing determination approved xx-xx-2020 90-day eligibility letter delivered xx-xx-2020
OTHER:	

# Boulder County Flood Recovery Lower Fourmile Canyon Drive - Project Right of Way Conditions



**BOULDER COUNTY TRANSPORTATION DEPARTMENT  
ENGINEERING DIVISION**



**Michael Baker  
INTERNATIONAL**

**LOWER FOURMILE CANYON DRIVE  
RIGHT OF WAY CONDITIONS REPORT**

PROJECT NO: 4043.SEPT12C36

**Boulder County Flood Recovery  
Lower Fourmile Canyon Drive - Project  
Right of Way Conditions**

**Parcel No.:** LFS-01  
**Owner:** Luke Leonard Wittemyer  
**Site address:** 0 Sunshine Canyon Drive  
 Boulder, CO 80302  
**Mailing address:** 5130 E. 18<sup>th</sup> Avenue  
 Denver, CO 80220  
**Phone:** (303) 717-7612

**Attachments:**

- 1) Memorandum of Agreement
- 2) Permanent Easement Agreement
- 3) Temporary Easement Agreement
- 4) Site Photos
- 5) Roadway Plans



**Special conditions:**

- 1) Reset fence where disturbed.

	<b>BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION</b>		<b>LOWER FOURMILE CANYON DRIVE RIGHT OF WAY CONDITIONS REPORT</b>	
			PROJECT NO: 4043.SEPT12C36	<b>LFS-01 WITTEMYER 0 SUNSHINE CANYON DRIVE</b>



Boulder County

**BOULDER COUNTY  
MEMORANDUM OF AGREEMENT**

Project Code:	Parcel Nos.: PE-LFS-01, TE-LFS-01-A and TE-LFS-01-B	
Project No: Sept12C36		
Location: 0 Sunshine Canyon Drive		
County: Boulder	Owner: Luke Leonard Wittemyer	

This agreement made on Feb. 28<sup>th</sup>, 2017 is between **The County of Boulder, a body corporate and politic (GRANTEE)** and **Luke Leonard Wittemyer (GRANTOR)**, for the purchase of the parcel(s) above.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Permanent Easement (described in attached exhibit) PE-LFS-01	1,722 square feet	
Temporary Easement (described in attached exhibit) TE-LFS-01-A	202 square feet	
Temporary Easement (described in attached exhibit) TE-LFS-01-B	76 square feet	
Improvements - 1 small tree (\$300/tree)		
Damages -		
	Gross Total	
	Net Total	

- As a condition of the settlement herein:
- GRANTEE will reset fence where disturbed.

- The GRANTOR:
- Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
  - Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
  - Is responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
  - Will execute and deliver to GRANTEE those documents indicated below;

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR.

Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and

5) Will prepare the following documents:

- |  |   |
|--|---|
| <input type="checkbox"/> General Warranty Deed                     | <input type="checkbox"/> Utility Easement                   |
| <input type="checkbox"/> Access Deed                               | <input checked="" type="checkbox"/> Permanent Easement (1)  |
| <input type="checkbox"/> Full Release(s) Book/Page:                | <input type="checkbox"/> Slope Easement                     |
| <input type="checkbox"/> Partial Release(s) Book/Page:             | <input checked="" type="checkbox"/> Temporary Easements (2) |
| <input type="checkbox"/> Or (specify)                              |   |
| <input type="checkbox"/> Title Company to prepare documents except |   |

Payable to: Luke Leonard Wittemyer

Kalan Falbo, Real Estate Specialist

*Kalan Falbo*

GRANTOR (signature)

*Luke Leonard Wittemyer*

Attach form W-9

GRANTOR (printed)

Luke Leonard Wittemyer

Attest as to form:

*Michael Rogakis*

Michael Rogakis, Boulder County, Real Estate Specialist

Date: *3/2/17*

PROJECT NO.: Sept12C36  
LOCATION: Fourmile Canyon Drive  
PERMANENT EASEMENT NO.: PE-LFS-01

## PERMANENT SLOPE EASEMENT

This permanent easement made this 28<sup>th</sup> day of February, 2017 between **Luke Leonard Wittemyer** hereinafter referred to as Grantor, whose address is 5130 E 18<sup>th</sup> Avenue, Denver, Colorado 80220, and **The County of Boulder, a body corporate and politic**, of the State of Colorado, hereinafter referred to as County, whose legal address is P. O. Box 471, Boulder, Colorado 80306.

Grantor, for and in consideration of the sum of [REDACTED] and other valuable consideration, in hand paid by the County, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the County, its successors and assigns forever, a perpetual permanent easement over, across, and on, the following described real property located in the County of Boulder, State of Colorado, and described as follows:

See Attached Exhibit "A" for:

Project Number: Sept12C36  
Permanent Easement No. PE-LFS-01

Said all-inclusive permanent easements are for the purpose of providing and maintaining improvements for operation, construction and maintenance of roadway slopes and drainage facilities, including by way of example, but not limited to: lateral roadway support, drainage way access, drainage culvert, and any and all other attendant improvements. The County, its successors, contractors or assigns, and their agents and employees shall have the perpetual irrevocable right to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain improvements for said roadway slopes and drainage culvert and attendant facilities.

Grantor will relinquish the right to use said property for any and all purposes which interfere with the County's full use and enjoyment of the rights acquired herein. Grantor or his successors, assigns and subsequent Grantors, relinquish the right to improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Boulder County Transportation Department.

Grantor for themselves, successors and assigns, does covenant, grant, bargain and agree with the County, its successors and assigns, that at the time of the signing and delivery of this all-inclusive permanent easement, it is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above all-inclusive permanent easements in the manner and form set forth above, and that the property is free and clear

from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

IN WITNESS WHEREOF, Grantor has caused their names to be subscribed hereto, the day and year first written above.

Grantor:

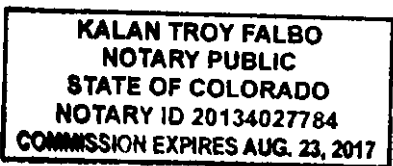
[Signature]  
Luke Leonard Wittemyer

\_\_\_\_\_

STATE OF COLORADO }  
  SS.  
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2017, by Luke Leonard Wittemyer.

WITNESS my hand and official seal.



[Signature]  
Notary Public, whose address is:

My commission expires: 8/23/2017

SAMPLE FROM CLEARANCE REPORT





December 5, 2016

## EXHIBIT "A"

### LEGAL DESCRIPTION Permanent Easement LFS 01

A Permanent Easement in a portion of Assessor's Parcel No. 146127000057, recorded January 11, 1993 as Reception No. 1256222 of the records of Boulder County, Colorado. Being a portion of the NW1/4 of the NW1/4 of Section 27, T1N, R71W of the 6TH P.M., County of Boulder, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest Corner of Section 27 from which the North Quarter Corner of Section 28 bears South 88° 58' 56" West, 2572.71 feet distant (Basis of Bearing);

Thence South 35° 13' 28" East, 1592.13 feet to the Northerly Margin of Four Mile Canyon Drive and the POINT OF BEGINNING;

Thence South 89° 36' 31" West, 3.67 feet;

Thence North 39° 23' 12" East, 74.54 feet;

Thence North 55° 13' 55" East, 50.45 feet;

Thence North 33° 50' 28" East, 17.93 feet;

Thence North 76° 21' 21" East, 17.64 feet;

Thence South 28° 00' 18" East, 22.23 feet to said Margin;

Thence South 73° 39' 38" West along said Margin, 1.02 feet to the beginning of a 200.77 foot radius curve to the left, having a chord that bears South 62° 32' 09" West, 77.47 feet;

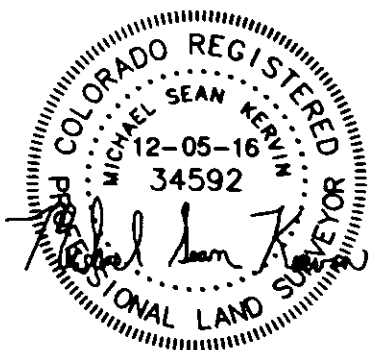
Thence Southerly 77.96 feet along said Margin and arc of said curve, concave to the Southeast, through a central angle of 22° 14' 58";

Thence South 51° 24' 40" West along said Margin, 27.99 feet;

Thence South 43° 51' 16" West along said Margin, 44.80 feet to the POINT OF BEGINNING.

AREA = 1,722 square feet, more or less.

CLEARANCE ROW REPORT



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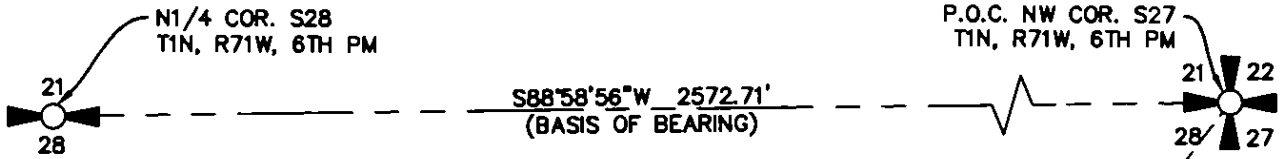
Michael Sean Kervin, PLS 34592  
Project: BKRC-09  
For and on Behalf of  
David Evans and Associates, Inc.

Notes:

- 1.) NOTICE: 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.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1600 Broadway, Suite 800, Denver, CO 80202.
- 3.) This legal description was prepared without the benefit of a boundary survey.

SAMPLE ROW  
CLEARANCE REPORT

**EXHIBIT A  
PERMANENT EASEMENT  
LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE  
6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO**



EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	200.77'	77.96'	22°14'58"	S62°32'09"W	77.47'

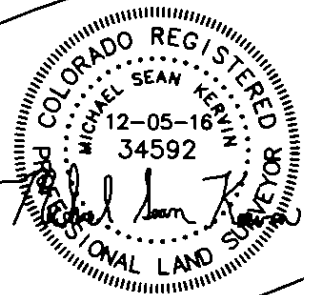
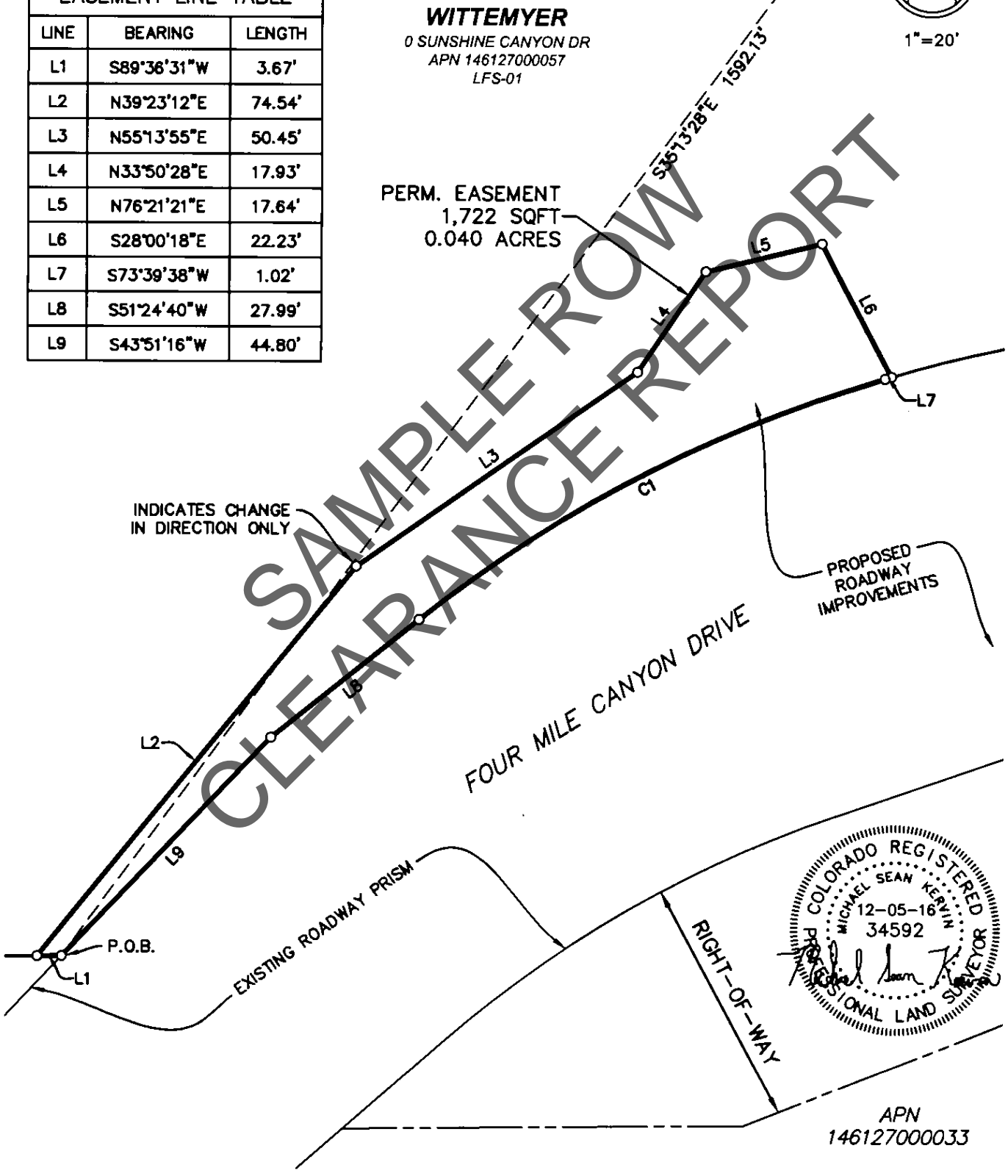
EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°36'31"W	3.67'
L2	N39°23'12"E	74.54'
L3	N55°13'55"E	50.45'
L4	N33°50'28"E	17.93'
L5	N76°21'21"E	17.64'
L6	S28°00'18"E	22.23'
L7	S73°39'38"W	1.02'
L8	S51°24'40"W	27.99'
L9	S43°51'16"W	44.80'

**WITTEMYER**  
0 SUNSHINE CANYON DR  
APN 146127000057  
LFS-01

PERM. EASEMENT  
1,722 SQFT  
0.040 ACRES



1"=20'



APN  
146127000033



**DAVID EVANS  
AND ASSOCIATES INC.**  
1600 Broadway, Suite 800  
Denver, Colorado 80202  
Phone: 720.946.0969

PROJECT NO BKRC00000010	SHEET NO SHEET 1 OF 1
FILE NAME 146127000057	DRAWN BY DAMA
DATE 12/05/16	CHECKED BY DEV
SCALE 1"=20'	PROJECT MANAGER MSK

**EXHIBIT MAP**  
**PERMANENT EASEMENT**

LFS-01 WITTEMYER  
0 SUNSHINE CANYON DRIVE

PROJECT NO.: Sept12C36  
LOCATION: Fourmile Canyon Drive  
TEMPORARY EASEMENT NO.: TE-LFS-01-A,  
TE-LFS-01-B

## GRANT OF TEMPORARY EASEMENT FOR CONSTRUCTION

This easement made this 28<sup>th</sup> day of February, 2017, between **Luke Leonard Wittemyer** (hereinafter referred to collectively as "Grantor"), whose address is 5130 E 18<sup>th</sup> Avenue, Denver, Colorado 80220, and **The County of Boulder, a body corporate and politic**, of the State of Colorado (hereinafter referred to as the "County"), whose legal address is P.O. Box 471, Boulder, Colorado 80306.

Grantor, for and in consideration of [REDACTED] in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey unto the County, its successors and assigns, a Temporary Construction Easement for roadway and drainage improvements (the "Easement") associated with County Project No. Sept12C36 (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement over, under and across the tract of land described as follows:

TE-LFS-01-A

See "Exhibit A", attached hereto, and by this reference made a part hereof, and containing a total of 202 square feet; and

TE-LFS-01-B

See "Exhibit A", attached hereto, and by this reference made a part hereof, and containing a total of 76 square feet,

1. Said Easement shall commence no sooner than ten days after Grantor receives a Notice of the County's intention to occupy the Temporary Easement(s) and shall expire 1 year from the date of the aforementioned Notice.
2. Grantor further grants to the County the right of ingress to and egress from said land for the purpose of construction on said Easement.
3. During the term of the Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure on the lands described herein which may interfere with the County's full enjoyment of the rights hereunder.

4. As a condition of the granting of the Easement, the County covenants and agrees to restore the surface of the Easement to a level comparable to its original condition, except as may be permanently modified to accommodate Project improvements and further excepting any surface improvements, including but not limited to, landscaping, trees or other improvements to which the Grantor and the County have agreed upon permanent removal.
5. The County covenants and agrees that access to property will be maintained through construction without interruption.
6. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.
7. All the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, its personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused their name to be subscribed hereto, the day and year first written above.

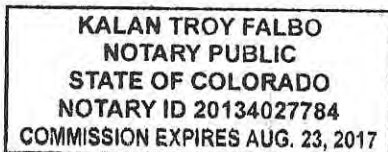
Grantor:

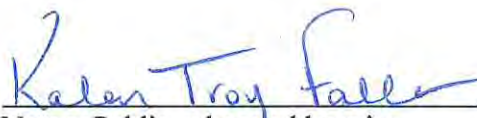
  
 \_\_\_\_\_  
 Luke Leonard Wittemyer

STATE OF COLORADO }  
 ) SS.  
 COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2017, by Luke Leonard Wittemyer.

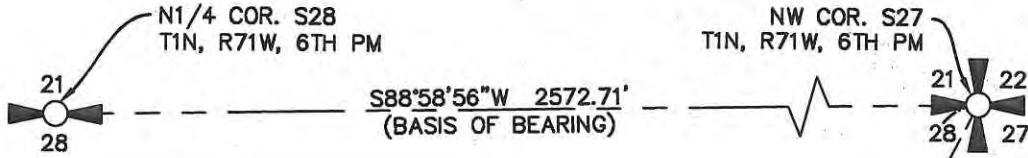
WITNESS my hand and official seal.



  
 \_\_\_\_\_  
 Notary Public, whose address is:

My commission expires: 8/23/2017

EXHIBIT A  
 TEMPORARY EASEMENT  
 LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE  
 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°36'52\"E	5.00'
L2	S51°23'08\"E	35.06'
L3	S26°15'25\"E	11.77'
L4	N51°23'08\"W	45.72'

**WITTEMYER**

0 SUNSHINE CANYON DR  
 APN 146127000057  
 LFS-01

TEMP. EASEMENT A  
 202 SQFT  
 0.005 ACRES

INDICATES CHANGE  
 IN DIRECTION ONLY

SAMPLE ROADWAY CLEARANCE REPORT

FOUR MILE CANYON DRIVE

EXISTING ROADWAY PRISM

PROPOSED  
 ROADWAY  
 IMPROVEMENTS

RIGHT-OF-WAY

APN  
 146127000035

APN  
 146127000034



**DAVID EVANS  
 AND ASSOCIATES INC.**

1600 Broadway, Suite 800  
 Denver, Colorado 80202  
 Phone: 720.946.0969

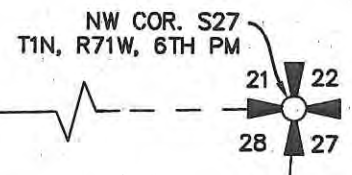
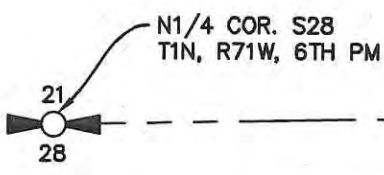
PROJECT NO.: BKRC00000010	SHEET NO.: SHEET 1 OF 2
FILE NAME: 146127000057	DRAWN BY: DAMA
DATE: 12/05/16	CHECKED BY: DEV
SCALE: 1"=20'	PROJECT MANAGER: MSK

**EXHIBIT MAP**

**TEMPORARY EASEMENT**

LFS-01 WITTEMYER  
 0 SUNSHINE CANYON DRIVE

**EXHIBIT A**  
**TEMPORARY EASEMENT**  
 LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 27, T1N, R71W OF THE  
 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO



S88°58'56"W 2572.71'  
 (BASIS OF BEARING)



1"=20'

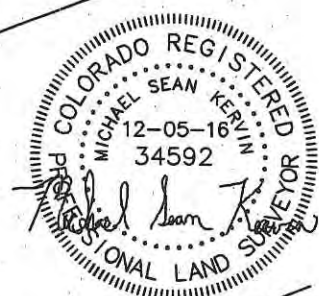
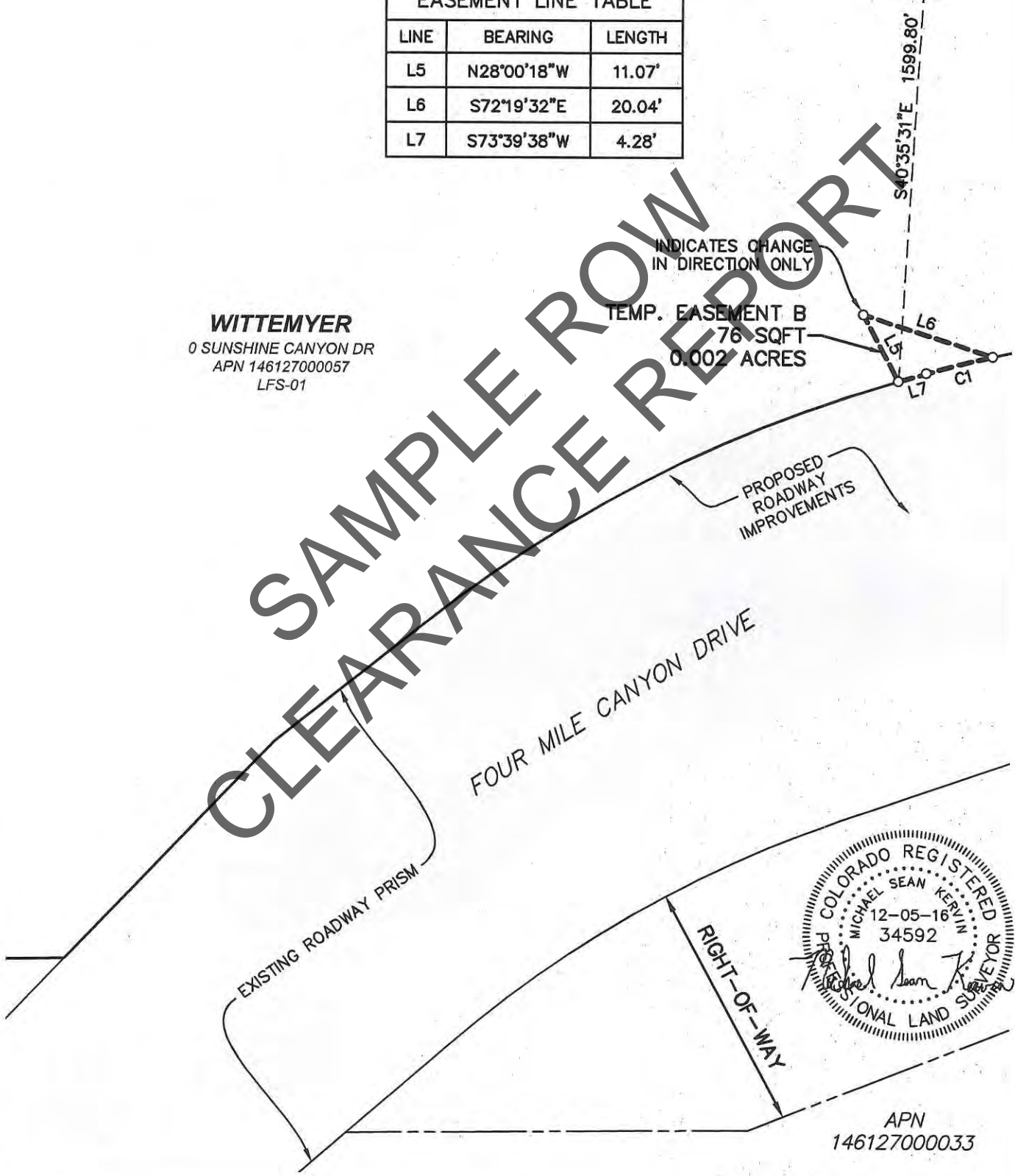
EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	138.51'	10.10'	4'10"44"	S75°45'00"W	10.10'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L5	N28°00'18"W	11.07'
L6	S72°19'32"E	20.04'
L7	S73°39'38"W	4.28'

**WITTEMYER**  
 0 SUNSHINE CANYON DR  
 APN 146127000057  
 LFS-01

INDICATES CHANGE  
 IN DIRECTION ONLY  
 TEMP. EASEMENT B  
 76 SQFT  
 0.002 ACRES

SAMPLE ROADWAY CLEARANCE REPORT



APN  
 146127000033



**DAVID EVANS  
 AND ASSOCIATES INC.**  
 1600 Broadway, Suite 800  
 Denver, Colorado 80202  
 Phone: 720.946.0969

PROJECT NO.: BKRC00000010	SHEET NO.: SHEET 2 OF 2
FILE NAME: 146127000057	DRAWN BY: DAMA
DATE: 12/05/16	CHECKED BY: DEV
SCALE: 1"=20'	PROJECT MANAGER: MSK

**EXHIBIT MAP**  
  
**TEMPORARY EASEMENT**

LFS-01 WITTEMYER  
 0 SUNSHINE CANYON DRIVE

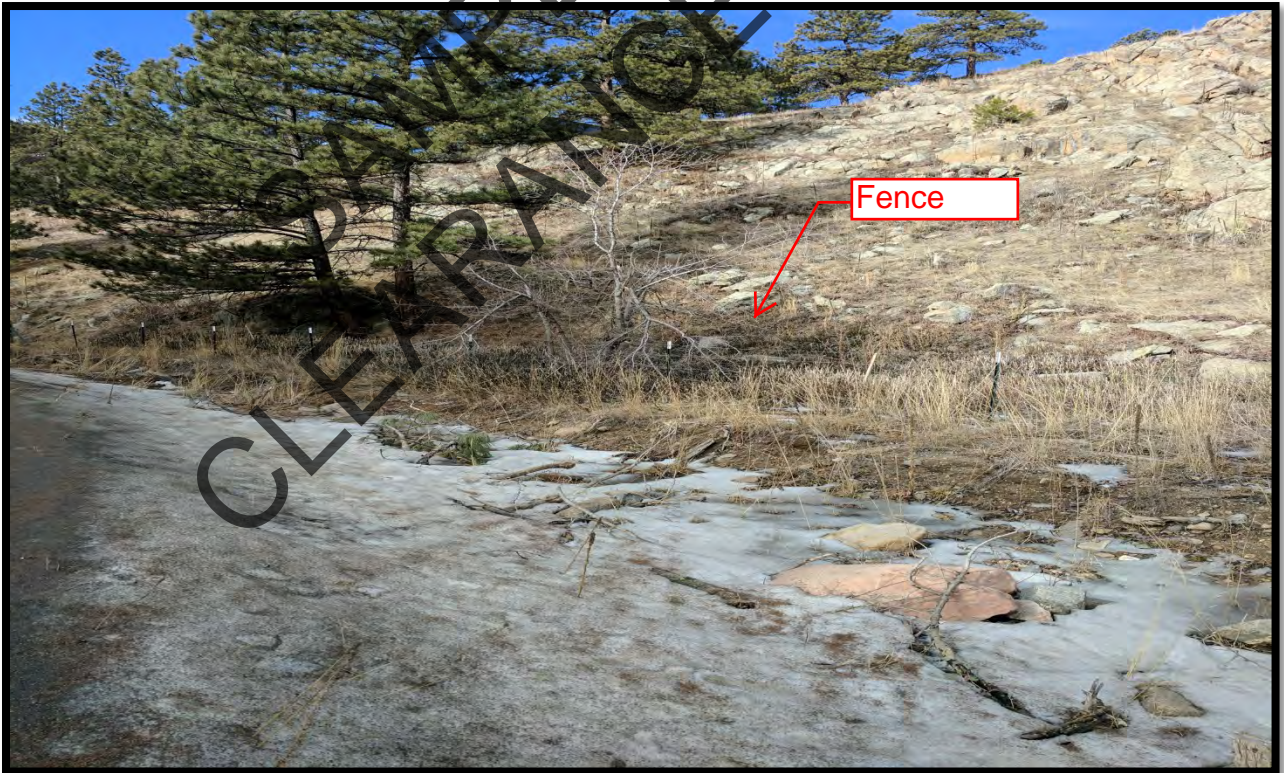
LFS-01 - Wittemyer





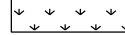
Re-set fence where disturbed.

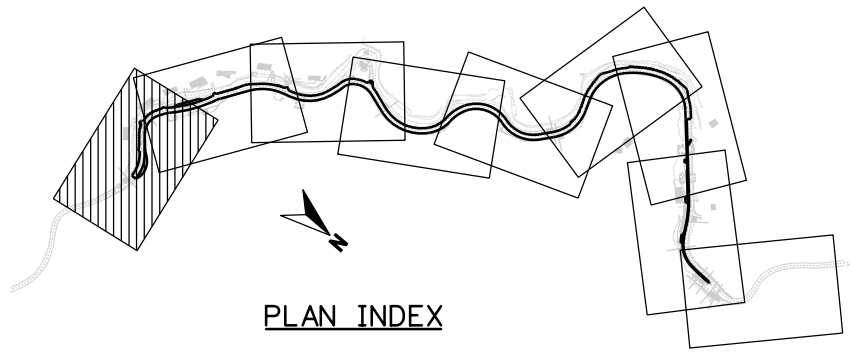


LFS-01 - Wittemyer

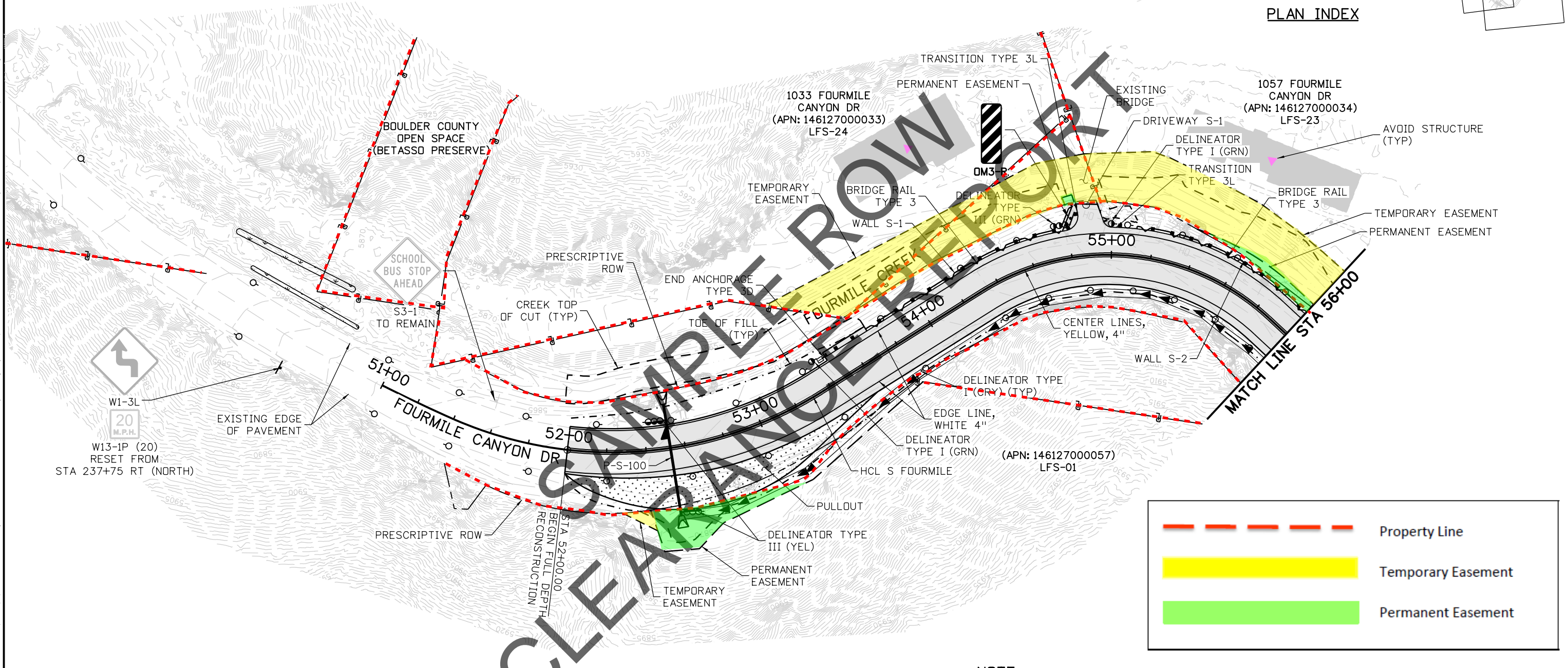


**LEGEND**

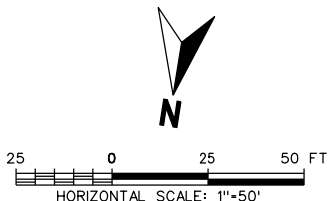
-  HMA PAVEMENT
-  AGGREGATE BASE COURSE
-  EXISTING WETLAND





mary.monks 11/27/07 AM 12/20/2016 pm:\DCPW\APP1\lkr.mbakercorp.com\pwwork\Documents\Projects\Lakewood\Office\Boulder\_County\_Emergency\_Transportation\T03\08\_Sheet\_105\_Roadway\DCN\South\Fourmile\_Rdwy\_S-Plan01.dgn




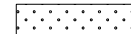
**NOTE:**  
 1. THE CONTRACTOR SHALL REFER TO THE ROW SPECIAL CONDITIONS REPORT FOR PERMANENT EASEMENT LIMITS AND OTHER ROW CONDITIONS.

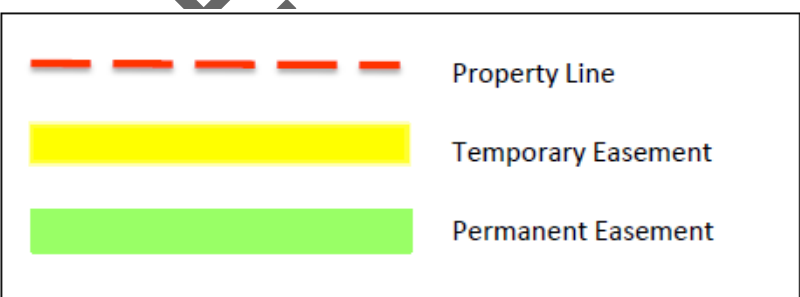
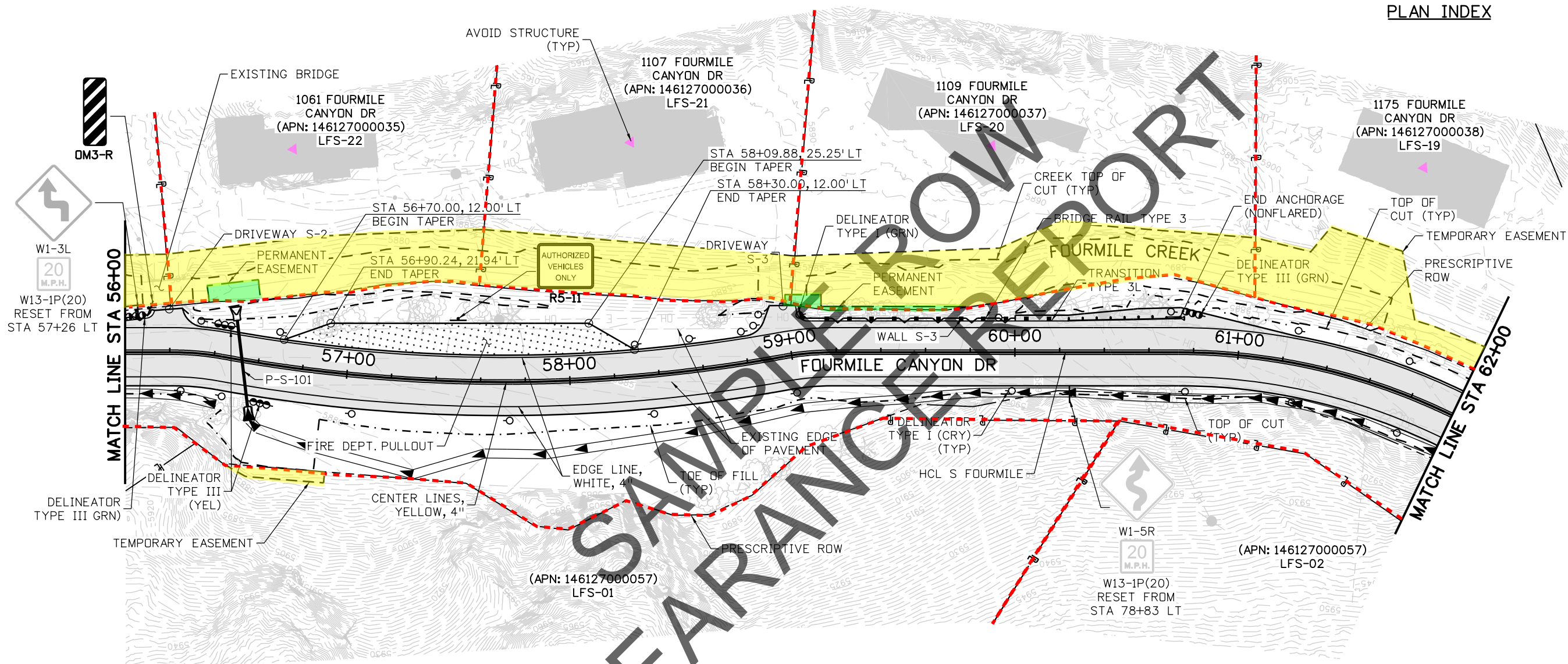
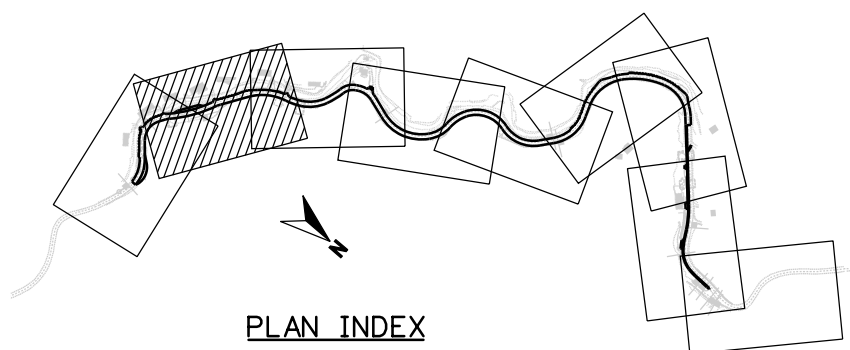


<b>90% SET</b>	 CALL UTILITY NOTIFICATION CENTER OF COLORADO CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES	NO.	DATE	REVISION DESCRIPTION:	 <b>BOULDER COUNTY TRANSPORTATION DEPARTMENT</b> <b>Michael Baker INTERNATIONAL</b>	DESIGNED:	CAD:	CHECKED:	DATE:	<b>FOURMILE CANYON DR (SOUTH) ROADWAY PLANS (1 OF 9)</b>
						<b>MEM</b>	<b>EAV</b>	<b>DTW</b>	<b>12/20/16</b>	

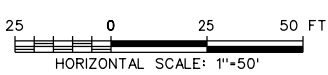
**LFS-01 WITTEMYER  
0 SUNSHINE CANYON DRIVE**



**LEGEND**

-  HMA PAVEMENT
-  AGGREGATE BASE COURSE



**NOTE:**  
 1. THE CONTRACTOR SHALL REFER TO THE ROW SPECIAL CONDITIONS REPORT FOR PERMANENT EASEMENT LIMITS AND OTHER ROW CONDITIONS.



<b>90% SET</b>		CALL UTILITY NOTIFICATION CENTER OF COLORADO CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES			NO.	DATE	REVISION DESCRIPTION:		<b>BOULDER COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION</b>				<b>FOURMILE CANYON DR (SOUTH) ROADWAY PLANS (2 OF 9)</b>	
		REVISIONS:	DESIGNED: <b>MEM</b>	CAD: <b>EAV</b>	CHECKED: <b>DTW</b>	DATE: <b>12/20/16</b>	PROJECT NO: 4043.SEPT12C36		SHEET NO: 81					

**LFS-01 WITTEMYER  
0 SUNSHINE CANYON DRIVE**

mary.monks 1:18:11 PM 12/20/2016 pm \\DCPWAPP\lbr.mbakercorp.com\pwwork\Documents\Projects\Lakewood\Office\Boulder\_County\_Emergency\_Transportation\T03\08\_Sheet\_Files\05\_Roadway\DN\South\Fourmile\_Roadway\_S-Plan02.dgn

**APPENDIX A – RESUMES/STATEMENTS OF QUALIFICATION**



## **Bradley Rodenberg – Principal/Project Manager**

Mr. Rodenberg is Vice-President of TRS Corp. He has managed right of way projects for Colorado public agencies statewide, including RTD, the Colorado Department of Transportation, City of Colorado Springs and the City of Grand Junction. His duties as Principal with TRS include project management and development of TRS right of way staff. Having 23 years of industry experience, he is recognized for his ability to develop innovative solutions to the unique challenges presented when acquiring private property for public purposes.

### **REPRESENTATIVE PROJECTS:**

#### **Education:**

*Iowa State University  
Bachelor of Science  
Dairy Science  
1992*

#### **Certifications:**

*Relocation Certification  
(International Right of Way  
Assn.)*

*Colorado Real Estate Broker  
(inactive)*

#### **Continuing Education**

*(International Right of Way  
Assn.)*  
103 Ethics and the Right of  
Way Profession  
105 Uniform Act  
Executive Summary  
200 Real Estate Negotiations  
501 Residential Relocation  
502 Business Relocation  
503 Mobile Home Relocation  
504 Computing Replacement  
Housing Payments  
600 Environmental Awareness  
800 Real Estate Law

*Jones Real Estate College -  
Colorado Real Estate Broker*

*Texas A&M Commerce,  
Continuing Education for  
Licensing, Inc.,  
Texas salesperson*

#### **I-225 Light Rail Expansion, Kiewit Infrastructure Co. - Aurora, CO**

Right of Way Project Manager for Kiewit Infrastructure Co. for 10.5 mile, design/build light rail expansion from Iliff Avenue to Smith Road on behalf of Regional Transportation District (RTD) in Aurora, Colorado. Project management to include oversight of the acquisition of real property interests, relocation of residents, businesses, and storage units, on behalf of RTD. Also includes management of temporary construction workspace procurement for Kiewit, and chair of joint right of way task force with Kiewit, RTD, City of Aurora and AECOM. Contract management to include appraisal, review appraisal, appraisal specialty consultants, move estimators, and title companies.

#### **Woodmen Road Corridor Improvements, City of Colorado Springs**

Right of Way Project Manager for second phase of federally funded transportation infrastructure project along Woodmen Road in northern Colorado Springs. In this role, served as contract manager for appraisal and title services, liaison with CDOT for compliance matters, and project manager for the acquisition of 50 property interests and two residential relocations. Collaborated with the City to implement independent septic repair project for owners with impacted septic systems.

#### **Sundance Water Supply, Cherokee Metropolitan District, El Paso County**

Project Manager for right of way activities associated with the development of a 15-mile water supply line from well field in Northern El Paso County to storage tank in Cherokee Metropolitan District service boundaries. The scope of this Project extended over 2 years, with TRS leading the effort for public outreach and input with regard to route selection. TRS queried property owners along various route segments for comment and acceptance of the pipeline. Secured options to acquire from private property owners through route development phase, as well as one parcel in fee simple to locate a 2 million gallon storage tank. Displaced occupants were relocated consistent with Uniform Act guidelines. Acquired all easements without the District's exercise of condemnation.

#### **Vincent Drive Bridge and Roadway Extension, City of Colorado Springs**

Right of Way Project manager for City project to include the acquisition of 15 parcels of right of way, the displacement of 5 businesses and the displacement of one residential tenant. Right of way was delivered, in part through the use of Possession and Use Agreements, with negotiated settlements ultimately concluded with all property owners. Duties included coordination of title and appraisal, and oversight of the property acquisition and relocation processes. As the Project progressed, there was an additional business displaced and the need to acquire a non-conforming billboard that could not be relocated.



## Tim Woodmansee – Senior Project Manager

### Education:

University of Colorado at Boulder  
*Real Estate Practice*  
*Real Estate Law*  
*Real Estate Law and Contracts*  
FHWA Administration  
*Real Estate Acquisition for Local Public Agencies*  
BLM Land Surveys and Water Boundaries  
Metropolitan State College of Denver  
*Boundary Law I*  
International Right of Way Association (IR/WA)  
*Principles of Real Estate Acquisition*  
*IR/WA Effective Written Communications*  
*IR/WA Appraisal of Partial Acquisitions*  
*IR/WA Land Titles*  
*IR/WA Income Approach to Right-of-Way Valuation*  
*IR/WA Legal Aspects of Easements*  
State of Colorado Supervisory Certificate Program

### Licenses/Registrations:

IR/WA Candidate for SR/WA Designation  
State of Colorado Notary Public

**Mr. Woodmansee** has represented the State of Colorado and local governments in real estate, water rights and mineral matters since 1986, and has overseen the acquisition of thousands of right-of-way and easement parcels for the installation of infrastructure ranging from highways to utilities and drainage facilities. His duties with TRS include managing right-of-way acquisition for Colorado public agencies. His experience includes obtaining permits and authorizations from the BLM, Bureau of Reclamation, USFS, FAA, Colorado Division of Parks & Outdoor Recreation, Colorado State Land Board & Union Pacific Railroad. Tim is respected for his experience and expertise and qualified by CDOT as a Subject Matter Expert in right-of-way acquisition & relocation advisory services.

### PRIOR EXPERIENCE:

#### **Right of Way Manager, CDOT Region 3**

**August 2007 to October 2012; December 2013 to April 2020**

Tim managed the Right-of-Way Acquisition, Relocation, Appraisal, Plans & Survey Unit covering a territory of 30,000 square miles with 14 counties and 52 cities & towns in Western and Northwestern Colorado. The Region 3 Right-of-Way Unit provides expertise and services in surveying, eminent domain appraisals, real estate acquisition, relocation advisory services, access modifications, permitting and property management. During his career at CDOT, Tim served on the Region Leadership Team and managed the performance of fourteen professionals in the right of way unit. He was responsible for scheduling, budgets, litigation support, approval of settlements, and federally delegated oversight of local agency use of federal aid funds.

#### **Senior Project Manager, TRS Corp. - October 2012 to December 2013**

Mr. Woodmansee managed right-of-way acquisition and relocation advisory services on behalf of Colorado governmental agencies and quasi-governmental agencies for both federally funded and non-federally funded projects. Tim returned to CDOT Region 3 in December 2013 to be near his family and serve his community with the Mesa County Search and Rescue Team

#### **Senior ROW Specialist, H.C. Peck & Assoc. – August 2004 to August 2007**

Mr. Woodmansee performed all functions related to right-of-way acquisition and relocation advisory services in his consulting manager's role. Representative projects include the Riverside Parkway in Grand Junction, the Quebec Street expansion from I-270 to SH 2 in Commerce City and serving as special advisor to the City & County of Denver right-of-way program.

#### **Real Estate Manager, City of Grand Junction – January 1986 to August 2004**

Mr. Woodmansee managed the City's Real Estate Division comprised of 3 Real Estate Specialists, 2 Technicians, City Surveyor and 3 survey crews to execute the acquisition, exchange, disposition, utilization, leasing and permitting of real estate, water rights, mineral rights and fixed assets. Under Tim's direction, this Division reviewed proposed developments to ensure compliance with City Code and Colorado Statutes. Tim prepared and administered the Division's budget, gave testimony before the City Council and Planning Commission, and prepared reports, resolutions, ordinances and permits for real estate purchases, zoning changes, permits and right-of-way vacations.

**Education:**

Emporia State College  
General Education 1978

AIMES Community College,  
Real Estate Training Center, 2001-02

**Continuing Education:**

Career WebSchool-  
CO Board of RE Appraiser CE, 2004  
American R.E. College-Westminster,  
30 Hr Residential Appraisal Update  
2005  
FHA Certified Appraiser, 2006  
Colorado Real Estate Broker Course –  
2010  
IRWA – Residential Relocation

**Jeffery Perret – Senior Real Estate Specialist/Project Manager**

Jeff Perret is a right of way/relocation project manager with TRS. Jeff has over 12 years of practical, Uniform Act right of way experience with the team at TRS. His responsibilities include project management, property owner outreach and negotiations, relocation of residential occupants, businesses and personal property, along with closing coordination. Jeff retired as Captain from the Colorado Springs Fire Department in 2003. Jeff's background in dealing with emergency situations provides him effective communication and conflict resolution skills.

**REPRESENTATIVE PROJECTS:****Hodgen Road Safety Project Phase II, El Paso County Colorado/PPRTA**

Mr. Perret secured real property on behalf of El Paso County, Colorado for this PPRTA roadway improvement project. Mr. Perret served as liaison with over 30 adjacent property owners through the right of way plan development and final design phase of the Project. He subsequently coordinated valuation efforts for the Project, negotiated the real property interests needed for the Project, and arranged for closing through the County's title company.

**29 Road/I-70B Interchange, Mesa County & City of Grand Junction**

The project was a collaborative effort between the City of Grand Junction and Mesa County, with their respective jurisdictions east and west of 29 Road. Jeff worked as acquisition agent on 65 partial acquisitions and assisted with the relocation of two residential properties and the personal property moves. While not federally funded, the Project adopted relocation standards that mirrored the Uniform Act. Jeff was involved with the Project's property owner outreach program, reviewing the design elements and personally delivering Notices of Intent. He obtained permissions to enter from property owners along the Project to facilitate survey and appraisals.

**I-70 Business Loop, CDOT Region 3 & City of Grand Junction**

Mr. Perret negotiated on behalf of CDOT for rights of way necessary for roadway, utility, and frontage road improvements along a 2-mile segment of I-70, a highly developed commercial corridor, in Grand Junction. Negotiations involved partial property acquisitions along this commercial corridor, and relocation efforts included development of complex move cost estimates for a modular home sales business. He also acquired utility easements, on short notice, on behalf of the City to facilitate early action utility relocations and undergrounding.

**D½ Road Improvements – 30 Road to 32 Road, Mesa County**

Mr. Perret secured right of way and easements from property owners along this roadway/utility improvement project, necessitated by a tragic accident within this school zone. Jeff coordinated valuation efforts with independent appraisers, prepared value findings and conducted informal closings of all acquisitions (including partial release procurement).



## **Richard B. Pittenridge, SR/WA – ROW Project Manager**

Mr. Pittenridge provides right of way support services, including acquisition/relocation, due diligence, permitting and title research to public clients including the Colorado Department of Transportation, RTD, the City of Aurora, Weld County and Boulder County. He obtained the SR/WA (Senior Right of Way Agent) designation from the International Right-of-Way Association, and his project experience includes federally funded infrastructure projects, pipeline easement acquisition, claims settlements, and permitting of utilities for roads, railroads, Army Corps of Engineers and BLM. He is a skilled negotiator and tireless worker, utilizing his 20 years of experience to anticipate challenges and provide equitable solutions.

### **Education:**

Coursework  
Oklahoma State University  
Oklahoma City Community College

### **Certifications:**

Senior Right of Way Agent  
Negotiation Certification  
(*International Right of Way Assn.*)

### **Continuing Education**

(*International Right of Way Assn.*)

100A Real Estate Appraisal  
100N Real Estate Negotiation  
103 Ethics & ROW Profession  
200 Real Estate Negotiations  
201 Communications  
205 Bargaining Negotiations  
207 Negotiations - Federal Land  
215 Pipeline ROW Agents  
Development Program  
220 Cultural Awareness  
304 When Public Agencies  
Collide  
401 Appraisal of Partial  
Acquisitions  
501 Residential Relocation  
502 Business Relocation  
504 Computing Replacement  
Housing Payments  
600 Introduction to  
Environmental Issues  
603 Environmental  
Contamination  
604 Environmental Due  
Diligence and Liability  
700 Property Management  
800 Real Estate Law  
802 Legal Aspects of  
Easements  
803 Eminent Domain Law  
Basics for ROW Prof  
901 Engineering Plan  
Development/Application  
902 Property Descriptions

### **REPRESENTATIVE PROJECTS:**

#### **Weld County Road 39 Extension, Weld County Public Works Department**

As Project Manager and Lead Acquisition Agent for the Weld County Road 39 Extension project, Richard attended project meetings, reviewing title work for encumbrances and fatal flaws, coordinated access for survey and environmental consultants, negotiated with property owners, legal counsel, utility companies and the Union Pacific Railroad to acquire right of way and temporary easements.

#### **Wildhorse and North Campus Water Storage, Aurora Water**

Richard works with Aurora Water in developing its Wildhorse and North Campus water project and negotiating the purchase of property for water storage. Additionally, Richard leads TRS' efforts as contract permitting agent for Aurora Water for crossing of and encroachments upon Aurora Water's facilities. In this capacity, Richard works to ensure that private contractors and public agencies constructing within Aurora Water facilities meet standard operating procedures for facility locates and design review in advance of Aurora Water issuing permits.

#### **Flood Recovery – Four Mile Canyon Drive/Wagonwheel Gap Road, Boulder County Department of Transportation**

Richard led the TRS team, in collaboration with Boulder County and the County's roadway/drainage design consultants for five separate roadway/creek repair and improvement projects. He coordinated property owner outreach efforts, working with the design team to review the design and property acquisition process. His responsibilities included ownership research, permissions to enter and acquisition activities. Richard is in the final phases of construction support, assisting the County with interpreting agreements and obtaining additional property access.

#### **I-225 Light Rail Expansion, RTD/Kiewit Infrastructure Co.**

As lead Acquisition Agent for the I-225 Light Rail Project, Richard negotiated with property owners and legal counsel, utility companies, municipalities, and property developers to acquire permanent and temporary easements, access easements and additional workspace. As a Relocation Agent, he provided relocation assistance to 30 displaced residential occupants as well as businesses and displaced storage units. He currently is working with the design build contractor to finalize damage claims and releases.





## **Kalan T. Falbo – ROW Acquisition/Relocation Specialist**

Kalan Falbo is a right of way/relocation specialist with TRS. Kalan has 7 years of experience as a real estate professional, working with the team at TRS for the past 4 years in public infrastructure right of way, and previously as an independent Landman in Colorado. Kalan has negotiated property acquisition for federally funded public infrastructure projects for TRS' clients including Boulder County, El Paso County, Mesa County, the Colorado Department of Transportation and the City of Aurora. Kalan is well versed in title research/due diligence and is a natural when negotiating with property owners.

### **REPRESENTATIVE PROJECTS:**

#### **Education:**

University of Colorado  
Bachelor of Science  
Business Administration  
2009

#### **Certifications:**

Registered  
Petroleum Landman  
AAPL

#### **Tollgate Interceptor Rehab Phase II, Aurora Water**

As a real property specialist on behalf of the City of Aurora, Kalan worked to acquire easements for improvements to the City's sanitary sewer system across three diversion structures. His efforts included obtaining permissions to enter for appraisal and surveying access, property valuation research, landowner outreach, negotiations, permitting and closing coordination.

#### **Flood Recovery – Four Mile Canyon Drive/Wagonwheel Gap Road, Boulder County Department of Transportation**

Kalan worked with a team including TRS, Boulder County, and the County's roadway/drainage design consultants for five separate roadway and creek repair and improvement projects. His efforts included ownership research, property owner outreach, obtaining permissions to enter, arranging meeting with property owners to review the designs and acquisition process, and negotiating the purchases of rights of way and easements.

#### **State Highway 72, Colorado Department of Transportation – Region 1**

Kalan was part of the TRS team, on behalf of the Colorado Department of Transportation – Region 1 who worked to acquire right of way and easements for roadway and drainage improvements to State Highway 72 in Gilpin, Boulder and Jefferson County. This includes property owner outreach, negotiations and design review, title curative and closing coordination.

#### **Arkansas Valley Conduit, Bureau of Reclamation**

Kalan continues to work collaboratively on behalf of TRS with a team including Bureau of Reclamation project managers, design professionals, environmental scientists and civil surveyors to secure ownership and easement data and rights of entry along a 230-mile proposed water delivery pipeline and associated facilities from Pueblo to Lamar. His work includes research of public records for deeds and utility easements to assist in developing a GIS database, coordinate landowner outreach meetings, and to provide post survey follow up with affected owners.

#### **29.5 Road Bridge – Grand Junction, Mesa County**

As acquisition agent, Kalan worked with Mesa County for the federally funded local agency project to replace a bridge over the Grand Valley Canal. Kalan coordinated meeting with owners, prepared value findings under federal appraisal waiver provisions, and negotiated/closed easement transactions with the affected property owners.



## **Matthew Johnson – Senior Right of Way Agent**

Matt Johnson is a right of way agent with TRS. Matt’s previous experience includes employment as an officer in the U.S. Army, Infantry Division and law student at the University of Colorado. He has worked with the team at TRS for the past two years in public infrastructure right of way. During that time Matt has obtained significant experience with title research/duel diligence and property acquisition. While at TRS, Matt has worked to acquire right of way, secure rights of entry, and conduct landowner outreach efforts for federally funded infrastructure projects with several public agencies, including the Bureau of Reclamation, El Paso County, the City of Colorado Springs and the City Manitou Springs.

### **REPRESENTATIVE PROJECTS:**

#### **Education:**

University of Colorado  
Law School  
Juris Doctor

University of Michigan  
Bachelor of Arts  
History

#### **Certifications:**

Notary Public

#### **Associations:**

International Right of Way  
Association

#### **Arkansas Valley Conduit, Bureau of Reclamation**

Matt continues to work collaboratively on behalf of TRS with a team including Bureau of Reclamation project managers, design professionals, environmental scientists, and civil surveyors to secure rights of entry for surveys and geotechnical testing along a 230-mile proposed water delivery pipeline and associated treatment, storage and pumping facilities from Pueblo to Lamar. Matt’s work to date includes maintenance of internal records, title research to determine ownership and encumbrances, securing permissions to enter property, and providing post survey follow up with affected owners.

#### **Wild Horse Reservoir, Aurora Water**

Matt is part of the TRS team working on behalf of Aurora Water to acquire real property in Park County for the City’s proposed Wild Horse Reservoir. His efforts to date include assisting with obtaining additional permissions to enter property for environmental surveying, property owner outreach and negotiations, and property research.

#### **Centennial Boulevard Extension, City of Colorado Springs**

Matt worked as an acquisition agent, with the City of Colorado Springs, in conjunction with PPRTA to extend Centennial Boulevard to alleviate congestion and improve connectivity. Matt coordinated meetings with owners, prepared value findings and negotiated/closed right of way and easement acquisitions with the affected property owners. This has included complex transactions requiring collaboration with the City’s Planning and Development Services office resulting from the creation of non-conforming lots and the mechanics of a right of way swap between a private owner and the City’s Parks and Engineering departments.

#### **West Colorado Avenue Improvements, El Paso County/ City of Colorado Springs/City of Manitou Springs**

As a part of the Westside Avenue Action Plan Improvements Project, Matt worked with a team including the City of Colorado Springs, El Paso County and the City of Manitou Springs to acquire right of way and easements along a developed corridor on the west side of Colorado Springs. Project efforts included property owner outreach, property acquisition and closing coordination.

QUALIFICATIONS SUMMARY ~ LISA A. ROBERTS, SRA

PROFESSION	<i>Certified General Real Estate Appraiser</i>
FORMAL EDUCATION	<i>Colorado State University, Ft. Collins, Colorado Community College of Denver, Westminster, Colorado Community College of Denver, Red Rocks, Golden, Colo Mesa State College, Grand Junction, Colorado University of Colorado, Boulder, Colorado Marylhurst University, Marylhurst, Oregon Colorado Mountain College, Glenwood Springs, Colorado</i>
PROFESSIONAL AFFILIATIONS	<i>Holds the SRA Designation with the Appraisal Institute; Regional Representative, Region II of the Appraisal Institute 2016-2017 and 2020-2021; CDOT Approved for Eminent Domain; Professionally Affiliated with Bonnie D. Roerig and Associates; FHA Approved Appraiser, #COCG40014244</i>
PROFESSIONAL COURSES	<i>Registered Appraiser: Basic Appraisal Principles and Procedures - 1998 Basic Appraisal Applications: Residential Case Study - 1998 Standards and Ethics - 1998 Small Residential Income Properties - 1998 Housing Construction Class - 1999 Certified Residential: Reporting, Reviewing &amp; Analyzing Residential Appraisals - 1999 Appraisal Principles and Advanced Applications - 2000 Income Capitalization - 2000 Commercial Case Studies - 2000 USPAP Update - 2001, 2003, 2005, 2007, 2008, 2010, 2012, 2014, 2017, 2019 Appraising the Oddball - 2003 The Technical Inspection of Real Estate - 2004 Appraisal Review - 2005 Housing Construction - 2006 Business Practices and Ethics - 2007 and 2010 Subdivision Valuation - 2008 Field Review - 2009 Regional Assessment Education Program - 2009 Residential Design - 2009 Business Practices and Ethics - 2010, 2014 and 2015 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Real Estate Finance Statistics &amp; Valuation Modeling - 2013 General Appraiser Site Valuation and Cost Approach - 2013 General Appraiser Income Approach Part I - 2014 General Appraiser Market Analysis and Highest &amp; Best Use - 2014 General Appraiser Report Writing and Case Studies - 2015 Advanced Income Capitalization - 2015 General Appraiser Income Approach Part II - 2015 Advanced Concepts and Case Studies - 2015 Advanced Market Analysis and Highest &amp; Best Use - 2016 Real Estate Finance and Statistics Modeling - 2017 Advanced Land Valuation &amp; Solving Land Valuation Puzzles - 2018 Advanced Residential Applications &amp; Case Studies - 2019 Advanced Residential Report Writing - 2019</i>
STATE LICENSE	<i>Certified General Appraiser, Colorado #CG40014244</i>
TYPES OF APPRAISAL EXPERIENCE	<i>Commercial and industrial properties, single-family residences, small residential income properties, vacant land, mobile home parks, rural land, farms and ranches, private airports, hotels/motels. For financing purposes, estate valuation, eminent domain, portfolio valuation and feasibility analyses. Hearing and arbitration officer, property tax protests, Delta, Eagle, Garfield, Mesa and San Miguel Counties.</i>  <i>Approved appraiser, Colorado Department of Transportation</i>
LOCATIONS OF WORK COMPLETED	<i>Colorado counties: Delta, Eagle, Garfield, Gunnison, LaPlata, Mesa, Montrose, Ouray, Rio Blanco, Routt, and San Miguel</i>

# Qualifications of Robert Stevens, MAI, SRA

FORMAL EDUCATION:	* 1968: Graduate of Rifle High School, Rifle, Colorado * 1978: B.A. degree from John Brown University
EXPERIENCE:	Owner and manager of Stevens Real Estate Services, with offices in Grand Junction, Colorado and Unaweep Canyon. My practice involves virtually all types of real estate appraisals, as well as investment analysis, feasibility studies, market studies and real estate evaluation. I specialize in mountain ranches, eminent domain and other litigation services, commercial and industrial properties, subdivisions, and resort properties.  Appraiser for Biber & Co., Inc., Grand Junction, Colorado, from July 1978 to May 1988.  Managing appraiser for Northwest Arkansas Appraisal, Siloam Springs, Arkansas from May 1977 to July 1978  Staff appraiser for Mesa Federal Savings and Loan Association, Grand Junction, Colorado, from February 1973 to August 1976  Qualified as expert witness in various Federal, District, and Bankruptcy Courts.
INSTRUCTOR:	University of Colorado, real estate certificate program. Colorado Chapter of the Appraisal Institute AQB-Certified USPAP instructor
DESIGNATIONS:	MAI and SRA Designations with Appraisal Institute Certified General Appraiser in State of Colorado (CG01313432)
PROFESSIONAL SERVICE:	Colorado Chapter of the Appraisal Institute: <i>Board of Directors, 1993-99</i> <i>Colorado Chapter President 1998</i> National committees: <i>Chair, Member &amp; Chapter Services, 1985-1990</i> <i>Chair, Communications Committee, 1999-2000</i> <i>Chair, Public Affairs Committee, 2000</i> <i>General Appraiser Council/Appraiser Designation &amp; Qualification Committee, 2003-2006</i> <i>National Board of Directors for 2007-2008</i> <i>Chair, Diversity Committee and Panel, 2014-2017</i>
SAMPLE CLIENTS:	We serve a wide variety of investors, lenders, governmental authorities, attorneys, accountants, land trusts and individual property owners. For purposes of assuring confidentiality, we do not circulate their names in this medium. If you would like to obtain professional references, please contact us by telephone or email (see below).
PRIMARY SERVICE AREA:	Western Colorado
CONTACT INFORMATION:	Telephone                   243-4888 or (800) 900-4888 Email <a href="mailto:bob@sresapp.com">bob@sresapp.com</a> Website <a href="http://www.sresapp.com">www.sresapp.com</a>

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***NELSON APPRAISAL AND CONSULTING, LLC***

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**2413 Washington Street Suite 100  
Denver, CO 80205  
Phone (303) 380-7985**

Charles Nelson, MAI - Real Estate Appraiser/Consultant  
cnelson@nelsonappraising.com

#### Summary of Qualifications

Certified General Appraiser having 30 years of experience providing a wide range of appraisal services throughout the Greater Front Range Area

#### Major Project Experience

- City of Westminster Little Dry Creek Interceptor Sewer Repair & Replacement Project
- City and County of Denver National Western Center Project
- CDOT Canon City US Hwy 50/Dozier project
- CDOT Central 70 project
- Commerce City 70<sup>th</sup> and Colorado Blvd. project
- El Paso County Highway 105 project
- RTD and CDOT T-Rex project
- RTD Fastracks project
- Completed numerous additional assignments for eminent domain purposes

#### Sample of Clients

- Arapahoe County
- City and County of Denver
- City of Aurora
- City of Commerce City
- City of Thornton
- City of Westminster
- Colorado Department of Transportation (CDOT)
- H.C. Peck and Associates
- HDR
- Regional Transportation District
- TRS Corp.

#### Education and Professional Certifications

- Metropolitan State University of Denver (Bachelor of Science)
- Certified General Appraiser – (CG -1323474 State of Colorado)
- Listed on CDOT's Qualified Appraiser List
- MAI Designation from the Appraisal Institute
- Qualified as an Expert Witness in Denver, Arapahoe, Douglas, and Jefferson Counties

#### Professional Affiliations

- Former President/current member of the Colorado Chapter of the Appraisal Institute
- Former President/ current member of the International Right-of-Way Association, Chapter 6 – Denver, CO

## QUALIFICATIONS OF DOUGLAS W. NITZKORSKI, MAI, AI-GRS, SR/WA

### EDUCATION

Moorhead State University; Bachelor of Science - Business Administration

American Institute of Real Estate Appraisers/Appraisal Institute: Appraisal Principles, Capitalization Theory, Residential Valuation, Urban Properties, Investment Analysis, Water and Value, Case Studies, Report Writing, Standards of Professional Practice Certified through 12/31/21 in the Continuing Education requirements of the Appraisal Institute

International Right of Way Association: Ethics, Business Relocation, Skills of Expert Testimony, Valuation of Contaminated Properties, Appraisal of Partial Acquisitions;

### EXPERIENCE

- Jan. 1996-Present                      Owner and president of Associated Value Consultants, Inc.
- Nov. 1990-Jan. 1996                    Co-Owner of Associated Value Consultants, Inc. (successor to Value Consultants, Inc.) involved in the valuation of all types of commercial/industrial properties for various purposes, such as acquisition, financing, foreclosure, condemnation, etc. in Colorado and Wyoming
- Mar. 1988-Nov. 1990                    Associated with T. R. Olmsted, MAI and W. W. Wampler, MAI, doing business as Value Consultants, Inc., Denver, Colorado, a valuation firm active in the valuation of all types of commercial and industrial real estate
- Nov. 1984 - Feb. 1988                   Senior Appraiser in the Western Region Real Estate Valuation Group, American Appraisal Associates, Denver, Colorado
- Apr. 1982 - Oct. 1984                   Associate Appraiser with William Woolford & Associates, Denver, Colorado
- Apr. 1973 - Mar. 1982                   Appraisal Services, Inc., Fargo, North Dakota, progressing from Staff Appraiser to Owner

### VALUATION EXPERIENCE

Extensive experience in the valuation of many types of real estate in over twenty states. Property types include office, retail, industrial, and multifamily as well as vacant land, development land, and gravel properties. Appraisal functions include financing, purchase, sale, insurance, eminent domain, title conflicts and other litigation.

### PROFESSIONAL AFFILIATIONS

- The Appraisal Institute: MAI Member #9630; AI-GRS Designation  
Colorado Chapter – Board of Directors – 2005-2008  
Colorado Chapter – Region Representative – 2007-2008, Chapter Secretary/Treasurer -2009,  
Vice President – 2010, President - 2011  
Colorado Chapter – Leadership Development and Advisory Council Representative – 2006
- International Right-of-Way Association: Senior Member (SR/WA) #5424; Past President of Chapter 6; Past Chairman of International Valuation Committee; Past Member International Nominations and Elections Committee
- State of Colorado: Certified General Appraiser #CG1728

### COURT EXPERIENCE

Testified as Expert Witness in the matters of real estate valuation before U. S. District Court, County District Courts, and County Board of Assessment Appeals.

### REPRESENTATIVE CLIENTS

#### Law Firms

n, Ostrander & Dingess, Denver, CO  
Krys Boyle, PC, Denver, CO  
Lind, Lawrence & Ottenhoff, Greeley, CO  
Mehaffey, Brubaker & Ernst, Boulder, CO  
Notarianni & Notarianni, Lakewood, CO  
Opperman & Schell, PC, Denver, CO  
Starr & Westbrooke, PC, Loveland, CO  
Williams, Porter, Day & Neville, Casper, WY

#### Corporations/Utilities:

Burlington Northern Railroad  
Engineer 470 Partnership  
H.C. Peck & Associates  
Platte River Power Authority  
Public Service Company of Colorado  
Ready Mixed Concrete Company  
Ritchie Bros. Properties  
Southern Pacific Railroad  
Transportation Resource Services  
Union Pacific Railroad  
United Power  
Western Gas Supply Company  
Western States Land Services, Inc.  
Wilson & Company

#### Governmental:

Adams County Parks  
Arapahoe County Wastewater Authority  
Arvada Urban Renewal District  
Boulder Urban Renewal Authority  
City of Aurora  
City and County of Broomfield  
City of Centennial  
City of Commerce City  
City and County of Denver  
City of Grand Junction  
City of Greenwood Village  
City of Thornton  
City of Westminster  
Clear Creek County  
Colorado Department of Transportation  
Denver Water Department  
El Paso County  
Federal Housing Authority  
Internal Revenue Service  
Metro Wastewater Reclamation District  
Regional Transportation District  
Thornton Development Authority  
Town of Parker  
Southeast Metro Stormwater Authority  
Urban Drainage & Flood Control District



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this 16<sup>th</sup> day of April, 2020 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **HDR Engineering, Inc.** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH.**

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

The Owner reserves the right to make multiple awards to firms that are responsive and responsible to this solicitation process. The Owner shall utilize the **Primary (Transportation Resource Services, Inc.)** awarded Firm whenever possible. However, through this method, should the Primary awarded Firm be unable to fulfill their contract at any given time, it shall allow the Owner to utilize the **Secondary (HDR Engineering, Inc.)** awarded Firm to fulfill the Owner's needs. All Firms understand and agree that they shall hold their pricing for the entire contract period. It is further understood that awarded Firms shall, and are obligated to, inform the Owner if they cannot fulfill any given request received in accordance to the Contract Documents.;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute

the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **Contract for Professional Right of Way Acquisition Services;**
- c. Firms Response to the Solicitation;
- d. Services Change Requests (directing that changed Services be performed);
- e. Amendments.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted Best and Final Offer. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

## ARTICLE 5

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract



Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

By: \_\_\_\_\_  
Duane Hoff Jr., Senior Buyer

\_\_\_\_\_  
Date

**HDR Engineering, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Date



**Request for Proposal  
RFP-4760-20-DH**

**Contract for Professional  
Right of Way Acquisition Services**

**RESPONSES DUE:**

March 9, 2020 prior to 3:30 PM MDT

**Accepting Electronic Responses Only**

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

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

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

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

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

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide right-of-way acquisition services to the City of Grand Junction on an “as needed” basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community. The successful Offeror, hereinafter referred to as Consultant, must be prepared to perform services as outlined in Section 4. It is the City’s goal to obtain professional services from a Consultant who will provide high quality customer service and project management.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

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

- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.



- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All work product, prints, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

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

official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

### **SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

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

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

**SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General:** The City of Grand Junction desires to enter into an annual contract with a professional right-of-way acquisition firm to provide all related services as required, on an "as needed" basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community over the next five years. An example of the work load and clearance dates are provided in the following table:

Project	Limits	Properties	Owners	ROW	Easements	Temp Const	Relocation	ROW Cleared
24 Road	Patterson to I-70	14	14	8	9	14	0	Jan-21
G Rd 23 1/2 Rd to 24 1/2 Rd	23 1/2 to 24 1/2 Rd	7	4	7	7	7	0	Jan-21
F 1/2 Rd Parkway	Market to Patterson	30	27	22	23	25	3	May-21
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail	Intersection + Riverfront to Canyon View Park Trail	4	3	4	4	4	0	Jul-21
Horizon Drive at G Road-27 1/2 Rd	Intersection	4	3	4	4	4	0	Oct-21
Patterson Capacity Improvements	5 intersections	6	6	6	6	6	0	Varies
24 1/2 Rd*	Patterson to G 1/4 Rd	30	30	20	30	30	0	Jan-22
26 1/2 Road* + I-70 Ped Bridge	Horizon Dr to Summerhill Way	40	40	33	15	40	0	Jan-22
F 1/2 Road*	30 Rd to 30 3/4 Rd	20	20	14	14	20	0	Apr-21
D 1/2 Road*	29 Rd to 30 Rd	16	16	16	16	16	0	Apr-22
B 1/2 Road*	29 Rd to 29 3/4 Rd	14	14	10	10	14	0	Apr-22
<b>Total</b>		<b>185</b>	<b>177</b>	<b>144</b>	<b>138</b>	<b>180</b>	<b>3</b>	

- 4.2 ACQUISITION SERVICES:** All right of way acquisition services shall be performed by individuals who have been qualified by the Colorado Department of Transportation (CDOT) to perform right of way acquisition services. All right of way acquisition services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 8 of the CDOT Right of Way Manual. All right of way acquisition services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff. It is expected that only acquisition of Temporary Construction Easements will be required for this project. However, Right of Way acquisition services may include but may not be limited to:

**4.2.1 Initial Owner Contacts/Property Owner Appraisals/Value Findings:** As soon as practicable after receiving notice to proceed from the City Project Manager, the Consultant shall initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired. The Consultant may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. In conjunction with the initial contact the Consultant shall deliver to the owner, either personally by hand or by certified mail, return receipt requested, a Notice of Intent to Acquire (Notice) in compliance with CRS 38-1-121. The Notice shall contain a description of the real property interests to be acquired. The Notice shall be accompanied by a copy of the appropriate plan sheet identifying the location of the real property interests to be acquired and a CDOT brochure explaining the Department's acquisition program. If the property to be acquired has an estimated value of \$5,000 or more, the Notice shall advise the Owner that the City shall pay the reasonable costs of an appraisal pursuant to subsection (2) of CRS 38-1-121. The Notice delivered under this circumstance shall be accompanied by, in addition to the items listed above, a complete copy of CRS 38-1-121 and a copy of CDOT's Minimum Appraisal Requirements for Property Owner Appraisal Reports. Further, the Notice delivered under this circumstance shall advise the owner that two (2) copies of the owner's appraisal must be received by the Department within 90 days of the date of the Notice to qualify for payment by the City.

As soon as practicable upon receipt from each owner, the Consultant shall deliver two (2) copies of each owner appraisal, together with invoices associated therewith, to the City Project Manager. The City Project Manager will deliver the owner appraisals to the CDOT Appraisal Review Section. The City Project Manager will also arrange for payment of the owner appraisals upon CDOT's review and acceptance of the owner's appraisal.

The Consultant shall, when directed by the City Project Manager, prepare value findings (also known as waiver valuations) for parcels to be acquired that have an estimated value less than \$5,000. The value findings shall be prepared in accordance with Chapter 4 of the CDOT Right of Way Manual.

If at any time the Consultant observes any activities on the owner's property not previously observed that might indicate the presence of hazardous materials or toxic substances, the Consultant shall immediately notify the City Project Manager.

**4.2.2 Negotiations:** The Consultant shall assign the parcels to be acquired to a Real Estate Specialist upon receipt of the City's reviewed and approved fair market value determination. The Consultant's Real Estate Specialist shall, prior to contacting the owner to make the offer, thoroughly review and become familiar with all project related information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports and all available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, the Consultant's Real Estate Specialist shall obtain from the owner a letter of representation prior to making the offer to the owner's representative.

The fair market value determination established by the valuation process (appraisal or value finding) as approved by the City and CDOT shall serve as the basis for the written offer of just compensation to the property owner. The Consultant's Real Estate Specialist

shall deliver an Offer to Acquire, also known as a Notice of Interest, to the owner or the owner's representative either personally by hand or by certified mail, return receipt requested or by express mail. The written offer shall include the following documents:

1. The offer letter;
2. A Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. A brochure which explains CDOT's acquisition program;
5. A Federal Form W-9;
6. A Demographic Information Form; and
7. Self addressed, postage prepaid return envelopes.

The foregoing documents must provide sufficient information so the owner can make a reasonable judgment concerning the amount of the offer. The following is the minimum information that shall be included in said documents:

1. The amount established as just compensation, including a written explanation of the basis for the offer and, if applicable, the amount of damages and/or benefits to the remainder. The compensation offered for the real property to be acquired and for damages to the remaining real property shall be separately stated.
2. A description and location identification of the real property and the interest in the real property being acquired. The description shall include both legal descriptions and an identification which is understandable to the owner.
3. Identification of buildings, structures, and other improvements (including removable buildings, equipment and trade fixtures) considered to be part of the real property to be acquired. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g. a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Consultant's Real Estate Specialist shall review the foregoing documents with the owner and shall fully explain to the owner the City and CDOT's acquisition processes and the scope of the Project as it pertains to the owner's property. The Consultant's Real Estate Specialist shall conduct good faith negotiations with each property owner.

If the owner provides information that may dictate a need for a revision to the offer, or if any items appear to be missing from the appraisal or plans, the Consultant's Real Estate Specialist shall notify the City Project Manager.

Upon the owner's acceptance of the offer, the Consultant's Real Estate Specialist shall prepare and submit to the owner for signature a settlement package consisting of a Memorandum of Agreement, Federal Form W-9, releases of interests from tenants who may have an interest in the property interest being acquired (CDOT Form No. 232) and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter and all other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Proration Request" (CDOT form No. 793) and/or tax certificate, if required, shall be submitted to the City Project Manager. The City Project Manager will forward the settlement package to CDOT for review and approval.

If during the negotiation process the owner provides a counteroffer, the Consultant's Real Estate Specialist will forward the counteroffer, along with an analysis and recommendation, to the City Project Manager.

If an initial offer to the property owner is not successful, the Consultant's Real Estate Specialist shall, at the direction of the City Project Manager, deliver a final written offer to the property owner. The final written offer shall be delivered either by hand, by certified mail, return receipt requested, or by express mail.

**4.2.3 Title Insurance and Closings:** Upon approval of the settlement package, the City will forward a cash warrant, the appropriate conveyance instrument(s) and any other closing documents to the Consultant's Real Estate Specialist, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instruction and Receipt of Warrant" document. All liens shall be released/satisfied and recorded prior to the disbursement of the warrant, unless otherwise directed the City Project Manager.

The City and CDOT shall determine when the Consultant shall utilize the services of a title company for title insurance and closing purposes. When the City determines that a Title Company shall be used, the Consultant's Real Estate Specialist shall facilitate and coordinate these services under the direction of the City Project Manager. The Department will also determine which closing services will be performed by the Consultant. In instances where the settlement is over \$5,000, the Consultant shall not close and shall not disburse funds directly to the owner.

The services to be provided by the Consultant may include:

- a) updating title commitments to the time of closing and securing a title policy on all fee taking parcels, which include legible copies of all supporting documents referenced therein;
- b) coordinating and reviewing all closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and ensuring that all documents are executed properly, all liens are satisfied/released, all taxes and assessments are paid prior to the disbursement of the warrant, and all appropriate documents are promptly recorded after closing and returned to the City Project Manager after recordation.

Written closing instructions provided by the title company and all necessary closing documents will be reviewed and coordinated with the Consultant on closings. Once in final form they shall be provided to the City for final approval prior to disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines which permit the Consultant's Real Estate Specialist to perform closings without the services of a title company, the Consultant's Real Estate Specialist shall update existing title commitments, perform the closings and provide copies of recorded documents as requested by the City. The Consultant's Real Estate Specialist shall calculate final settlement amounts, prepare closing statements and perform other closing functions as requested. Services may include, but are not limited to, collecting pro-rated taxes and



assessments, ensuring all documents are executed properly and all liens are released/satisfied prior to disbursement of the warrant, and ensuring that the appropriate documents are recorded promptly after closing and returned to the City Project Manager. All closing documents are to be reviewed by the City Project Manager prior to disbursement of funds, unless it is determined otherwise by the City Project Manager.

**4.2.4 Condemnation:** If the owner refuses to accept the final offer, a condemnation package (including the Real Estate Specialist's log, updated title information and other related negotiation information) will be prepared and submitted to the City Project Manager, in accordance with the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form No. 228) may be obtained from the owner prior to filing a request for condemnation. The use of this form and process must be discussed and evaluated on a parcel by parcel basis with the City Project Manager. In addition, the City Project Manager must receive approval from the CDOT Region Project Manager.

Throughout the condemnation process, Consultant personnel will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation in accordance with the terms of Consultant's contract and RFP.

**4.3 RELOCATION SERVICES:** All relocation services shall be performed by individuals who have been qualified by CDOT to perform relocation functions. All relocation services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 5 of the CDOT Right of Way Manual. All relocation services shall follow all internal policies and procedures of CDOT and shall be coordinated with and subject to approval by CDOT Region ROW staff.

The Consultant will complete and submit to the City Project Manager an Acquisition Stage Relocation Study. The study will include copies of CDOT form 558 and form 557 and related documents. The Consultant's Real Estate Specialist shall provide the remaining relocation services including but not limited to:

- Explaining in general terms, eligibility requirements to each potential displacee. In addition, each potential displacee will be provided with a copy of CDOT's Relocation Brochure.
- Advising each potential displacee of the location of the Project Office (if required or known at the time) and the phone number of the Consultant's Real Estate Specialist who will be assisting them in the relocation process.
- If requested the Consultant's Real Estate Specialist shall perform extensive research and analysis for unique relocation problems encountered along with such ways to mitigate hardships and to complete the Project in an orderly and humane manner. This will require direction from CDOT's Region personnel.

## **Eligibility and Computation of Entitlements.**

The Consultant's Real Estate Specialist shall obtain bids in accordance with procedures set forth in CDOT Right of Way Manual, Chapter 5. The inventory, determinations, claims and supporting documents shall be prepared by the Consultant's Real Estate Specialist and submitted to the CDOT Region Project Manager for review and approval in accordance with CDOT's procedures. Upon approval by CDOT the Consultant's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

## **Advisory Assistance and Notices.**

Each person or business in occupancy of the property to be acquired, at the time of the initial written offer (initiation of negotiations), shall be provided with an explanation of relocation entitlements to which they may be entitled, advisory services to be provided and a notice that the occupant will not be required to vacate for a minimum of ninety (90) days. Additionally they will be provided the CDOT Relocation Brochure.

The Consultant's Real Estate Specialist shall fully explain the specific benefits the displacee is entitled to receive and the process which must be followed in order to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move prior to their eligibility and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the 90 day and 30 day vacancy notice to the landowner/tenant in accordance with CDOT procedures.

## **Application for Relocation Benefits.**

Once the determination has been performed, the Consultant's Real Estate Specialist shall assist the displacee in obtaining all documentation necessary in order to receive their entitlements.

In relocating personal property, the agreed amount for the move or a contract move (whichever method was chosen) will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Consultant's Real Estate Specialist shall maintain a detailed typed report of all contacts made and services provided to the displacee. To the greatest extent possible, the Consultant shall utilize the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.

- 4.4 APPRAISAL SERVICES:** All appraisal services shall be performed by individuals who have been qualified by CDOT to provide appraisal services. All appraisal services shall be performed in accordance with all applicable Federal and State requirements, including, but not limited to, Chapter 3 of the CDOT Right of Way Manual. All appraisal services shall follow all internal policies and procedures of CDOT and shall be coordinated with and

subject to approval by CDOT Region ROW staff. All appraisal services and reports shall comply with the following requirements:

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of the highest and best use, and at least a 5-year sales history of the property.
2. All relevant approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. A determination of the existence of and valuation of tenant-owned improvements.
6. The effective date of valuation, date of appraisal, signature and certification of the appraiser.
7. A signed Certified Inventory of Real & Personal Property (CDOT Form #433).

**4.5 QUALITY ASSURANCE AND RECORDS MANAGEMENT:** The Consultant shall submit two (2) complete files for each parcel, one original and one duplicate, to the City Project Manager. The files shall include any and all documents affecting the parcel including, but not limited to appraisals, value findings/fair market value determinations, negotiation records/logs with the Real Estate Specialist's certification, letters, memos, memoranda of ownership, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and any other documents.

A quality assurance review will be performed by the Consultant on all parcel files to determine that all documentation is proper and to demonstrate compliance with CDOT requirements.

The City will provide a special CDOT reporting form of projected target and status of parcels to the Consultant's Real Estate Specialist. It shall be the responsibility of the Consultant's Real Estate Specialist to keep the form updated and current on a weekly basis or as often as deemed necessary by the City Project Manager. The report shall be completed and forwarded via e-mail to the City Project Manager at the end of each work week or when deemed necessary by the City Project Manager.

All files and records will be maintained in a secure location, available for inspection by representatives of the City, or CDOT, or the Federal Highway Administration. If deficiencies are found or if there is a need for additional information, the Consultant's Real Estate Specialist shall provide such information promptly.

## **4.6 PROJECT MANAGEMENT**

**4.6.1 Oversight Activities:** The Consultant's activities will be coordinated by a principal of the company, or its designee, who will be responsible for coordination with the City Project Manager. When required by the City, the principal for Consultant shall attend project review meetings, provide oversight of project field activities, provide status reports of activities, and schedule updates. All real estate closings shall be under the supervision of Consultant principal/broker.

**4.6.2 Quality Assurance Program:** The Consultant shall provide the City with a Quality Assurance Program Plan to perform weekly reviews of all work effort provided on a specific project/parcels. Such reviews shall include reviewing files, both completed and those with ongoing activities, to insure the thoroughness of all activities being provided. In addition, a bi-weekly review of all activities will be conducted with Consultant, and its staff, to insure the status of all activities pending.

**4.6.3 Coordination:** The City Project Manager may request that certain parcels be addressed and given priority over others, if deemed necessary.

The Consultant may be required to attend meetings at the Public Works office at City Hall in Grand Junction, or other locations as specified and requested by the City Project Manager.

**4.7 PROJECT SCHEDULE:** The Consultant shall initiate Project activities upon written notice to proceed by the City Project Manager. This scope of work is based on the Consultant obtaining possession of all required parcels on or before the dates outlined in section 4.1

**4.8 PREQUALIFICATION:** Consultants and sub-consultant appraisers must be prequalified through the Colorado Department of Transportation. Proposals received from non-qualified firms will not be evaluated.

**4.9 CITY PROJECT MANAGER:** Vary by project however Trent Prall Public Works Director will oversee the overall ROW Acquisition for this contract. His contact information is: Office: (970) 256-4047; Email: [trentonp@gjcity.org](mailto:trentonp@gjcity.org)

### **4.10. Special Conditions/Provisions:**

**4.10.1 Price/Fees:** Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs/fees with associated services, as may be related to right-of-way acquisition services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.

All fees will be considered by the Owner to be negotiable.

**4.10.2 Award:** The City may, at its discretion, make a single ward, or make awards for a primary and secondary service provider.

**4.10.3 Laws, Codes, Rules, and Regulations:** Contractor shall ensure that all services provide meet all Federal, State, County, and City laws, codes, rules, and regulations.

**4.11. RFP Tentative Time Schedule:**

- Request for Proposal available February 15, 2020
- Inquiry deadline, no questions after this date February 28, 2020
- Addendum Posted March 2, 2020
- Submittal deadline for proposals March 9, 2020
- Owner evaluation of proposals March 10-13, 2020
- Final selection March 13, 2020
- Interviews (if required) March 18, 2020
- Contract Execution March 23, 2020

**4.12. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**4.13. Contract:** Contract shall commence upon award and will run through December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs/fees with associated services, as may be related to the associated services. The list should be broken down into both hourly rates, and flat rate fees, as may apply.
- F. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

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

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

- **Responsiveness of Submittal to the RFP**  
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**  
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**  
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**  
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**  
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**  
(All fees associated with the project are provided complete, comprehensive and within industry standards.)

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

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

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

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4760-20-DH Contract for  
Professional Right of Way Acquisition Services**

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

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

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date





Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** March 2, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. The proposed fee is described in Section 4.10 (Page 19) and Section 5.0, E. (page 21) of the Request for Proposal (RFP). Is the RFP requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet? Or, is the RFP requesting a proposed total fee for all of the right of way services for all of the projects identified in the table on page 12 of the RFP?

A. Yes, the RFP is requesting a general fee sheet of hourly rates of consultant and subconsultant personnel, and/or flat rate fees for certain categories of services, if applicable, mileage reimbursement as cost per mile, copies as cost per copy, etc., with the understanding that the selected consultant will later prepare specific cost proposals for each assignment using the hourly rates and costs stated in the general rate sheet.

2. Q. Will the City, or a professional land survey consultant firm retained by the City, prepare all right of way plans and legal descriptions for all right of way parcels to be acquired? If the answer to this question is yes, is it reasonable to assume that the RFP is NOT asking for proposers to provide any services associated with the preparation of right of way plans and legal descriptions for the right of way parcels to be acquired?

A. The City, or a professional land survey consultant firm retained by the City, will prepare all right of way plans and legal descriptions for all right of way parcels to be acquired. The proposers are not to provide any services associated with the preparation of right of way plans and legal descriptions.

3. Q. Section 4.2.3 of the RFP indicates that proposers should include a title company that can provide title commitments, vesting deeds and other title information, as requested, and closing services, including issuance of title insurance policies. Is this correct?

A. Correct.

4. Q. As to title services, will the selected consultant be requested to provide title commitments, vesting deeds and other title information for some of the acquisition parcels and it will NOT be requested to provide title commitments, vesting deeds and other title information for the other

acquisition parcels (with such title being provided by the City, or another consultant, e.g. the professional land surveying firm that prepares the right of way plans and legal descriptions?)? If the answer is yes, would the City be willing to provide a rough allocation of these responsibilities, e.g. selected consultant to provide 60% of title for right of way parcels, 40% of title will come from other sources.

A. Assume 100% is responsibility of consultant.

5. Q. Will the CDOT provide all appraisal review services? Or should proposals include fee proposals for providing appraisal review?

A. CDOT will not provide appraisal review services. Proposals should include fee proposals for providing appraisal review.

6. Q. Under 2.2 (Page 5) the solicitation discusses drawings and specifications. Does the City have preliminary ROW plans or design plans for the projects identified in 4.1 (Page 12) they could share in order to evaluate the complexity of acquisitions and appraisals or has the City prepared an estimate or allocations of the number of anticipated appraisals and waiver valuations identified in section 4.2.1 (Page 13)?

A. Draft Right of Way Plans have been prepared for 24 Road from Patterson to I-70 and G Road from 23 1/2 Road to 24 1/2 Road projects. Both are considered preliminary and will most likely change but are provided for reference. Less than 10% of the acquisitions are anticipated to fall within the waiver valuations threshold.

7. Q. Section 4.2 states in part "It is expected that only acquisitions of Temporary Construction Easements will be required for this project.". However, the table in Section 4.1 and subsequent Scope of Services described in the RFP suggest a need for more complex acquisitions/ROW services. Please clarify to what level of complexity in ROW services should the Offeror assume in a response to this RFP.

A. Acquisitions of right-of-way, easements, temporary construction easements and relocation services will be necessary to fulfill the scope of the RFP.

8. Q. How many contracts does the City expect to award as a result of this RFP?

A. The intent is to issue a primary contract and then identify a secondary if the primary does not have the capacity to meet project schedules.

9. Q. Should the Strategy and Implementation Plan assume a combined delivery of all projects noted in Section 4.1 (table) or just one specific project as an example?

A. Strategy and Implementation Plan should assume combined delivery of all projects on the schedule provided in Section 4.1

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

**ADDENDUM NO. 2**

**DATE:** March 2, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Contract for Professional Right of Way Acquisition Services RFP-4760-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. For Offerors review, please see the attached 24 Road and G Road ROW Plans.

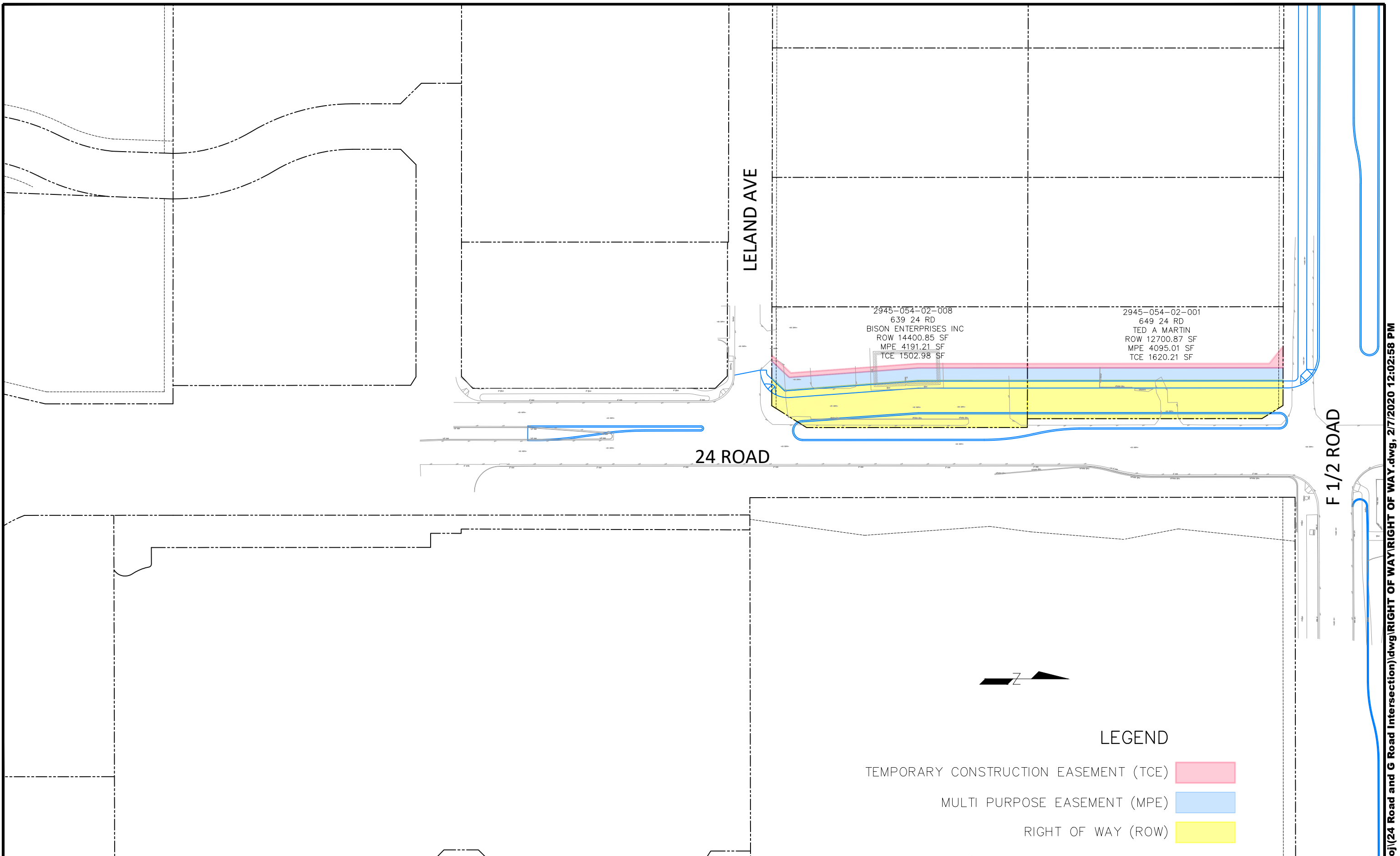
The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

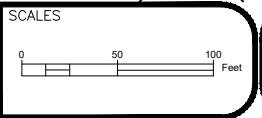
A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



REVISION	DESCRIPTION	DATE
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REV 3		
REV 4		

DRAWN BY JCS DATE 2020  
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 CHECKED BY ALC DATE 2020  
 APPROVED BY ICP DATE 2020



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 1  
 February 7, 2020

2945-051-14-001  
 665 24 RD  
 CC GRAND JUNCTION LLC  
 ROW S 16412.37 SF  
 ROW N 138.50 SF  
 MPE S 16278.40 SF  
 MPE N 35.79 SF  
 TCE 5818.54 SF

F 3/4 ROAD

F 1/2 ROAD

24 ROAD

40' MULTIPURPOSE,  
 TRAIL, AND DRAINAGE  
 EASEMENT

2945-042-30-002  
 660 24 RD  
 USHER NV LLC  
 ROW 3705.76 SF  
 MPE 843.88 SF  
 TRAIL EASE 125.24 SF  
 TCE 5066.54 SF

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

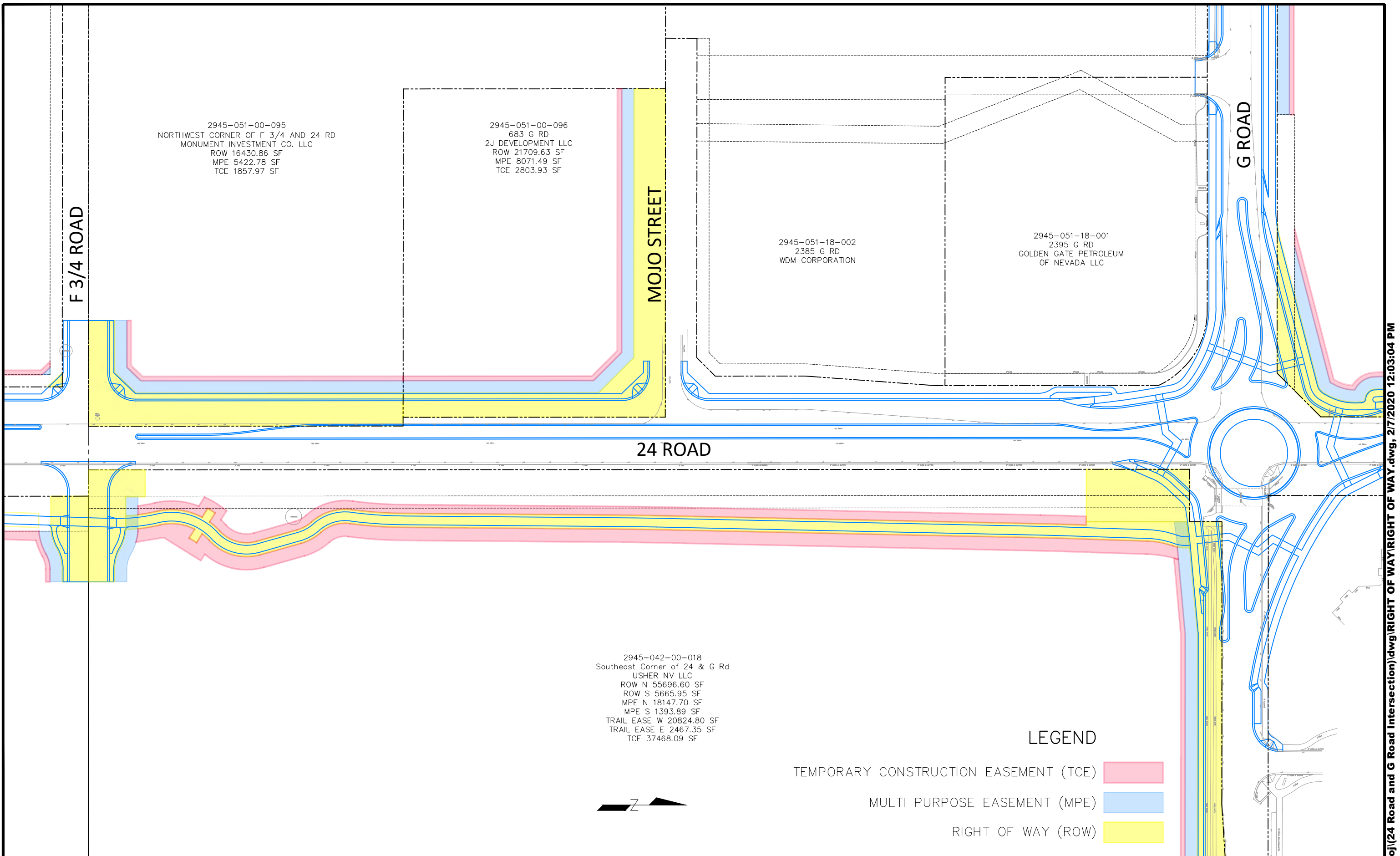


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REV 2			JCS	2020	
REV 3			ALC	2020	
REV 4			ICP	2020	



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 2  
 February 7, 2020



2945-051-00-095  
 NORTHWEST CORNER OF F 3/4 AND 24 RD  
 MONUMENT INVESTMENT CO. LLC  
 ROW 16430.86 SF  
 MPE 5422.78 SF  
 TCE 1857.97 SF

2945-051-00-096  
 683 G RD  
 2J DEVELOPMENT LLC  
 ROW 21709.63 SF  
 MPE 8071.49 SF  
 TCE 2803.93 SF

2945-051-18-002  
 2385 G RD  
 WDM CORPORATION

2945-051-18-001  
 2395 G RD  
 GOLDEN GATE PETROLEUM  
 OF NEVADA LLC

2945-042-00-018  
 Southeast Corner of 24 & G Rd  
 USHER NV LLC  
 ROW N 55696.60 SF  
 ROW S 5665.95 SF  
 MPE N 18147.70 SF  
 MPE S 1393.89 SF  
 TRAIL EASE W 20824.80 SF  
 TRAIL EASE E 2467.35 SF  
 TCE 37468.09 SF

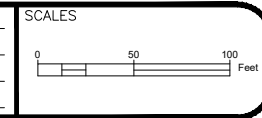
**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



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REV 3		
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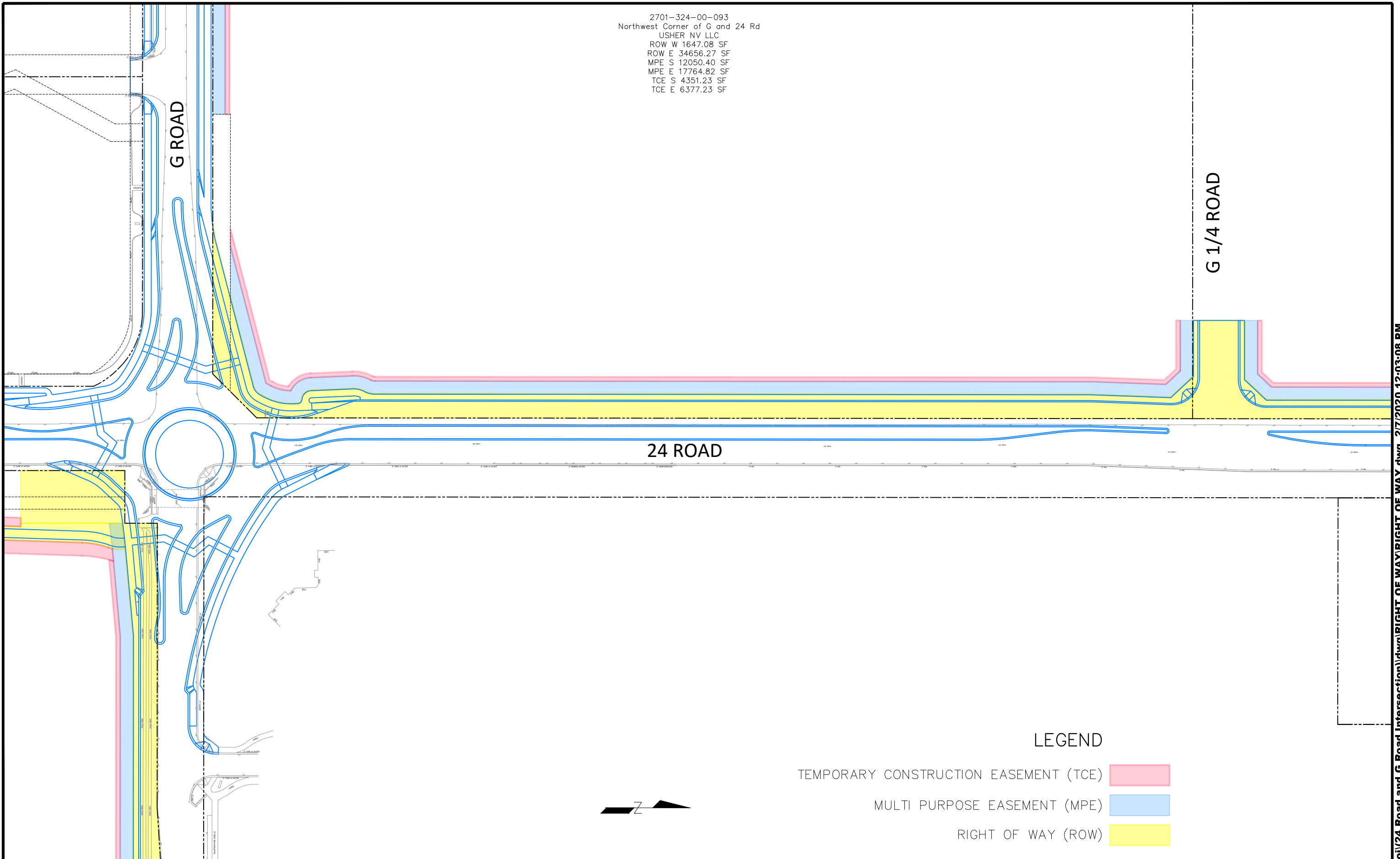
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 ENGINEERING DIVISION**  
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 3  
 February 7, 2020**

2701-324-00-093  
 Northwest Corner of G and 24 Rd  
 USHER NV LLC  
 ROW W 1647.08 SF  
 ROW E 34656.27 SF  
 MPE S 12050.40 SF  
 MPE E 17764.82 SF  
 TCE S 4351.23 SF  
 TCE E 6377.23 SF

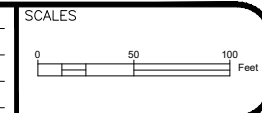


LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

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 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

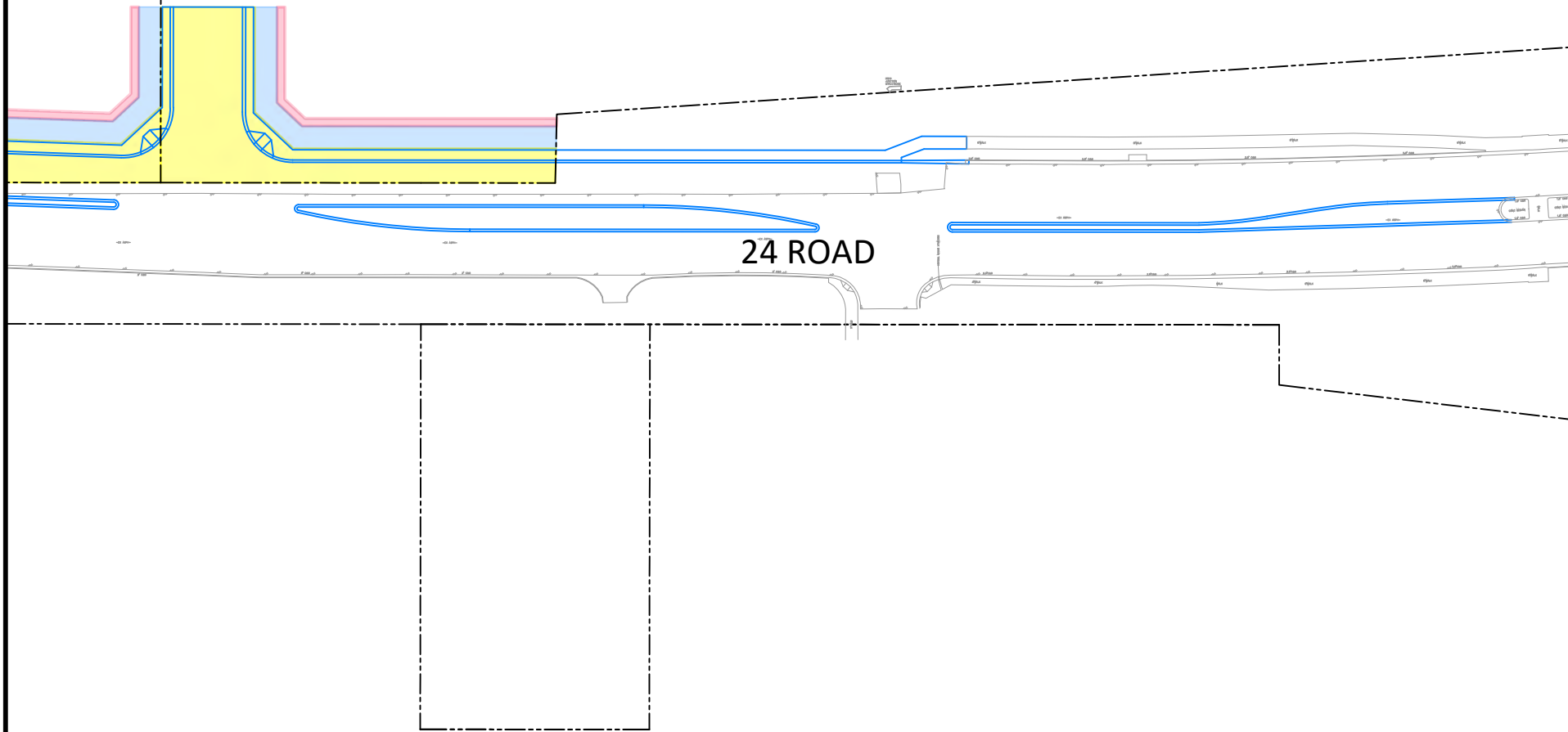
24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 4  
 February 7, 2020

2701-324-00-092  
 Southwest Corner of I-70 and 24 Rd  
 MARIAN JACOBSON, ERIC JACOBSON, &  
 KIRSTEN JACOBSON  
 ROW 11205.95 SF  
 MPE 3585.78 SF  
 TCE 1203.01 SF

G 1/4 ROAD

24 ROAD

INTERSTATE 70



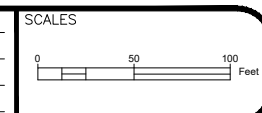
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



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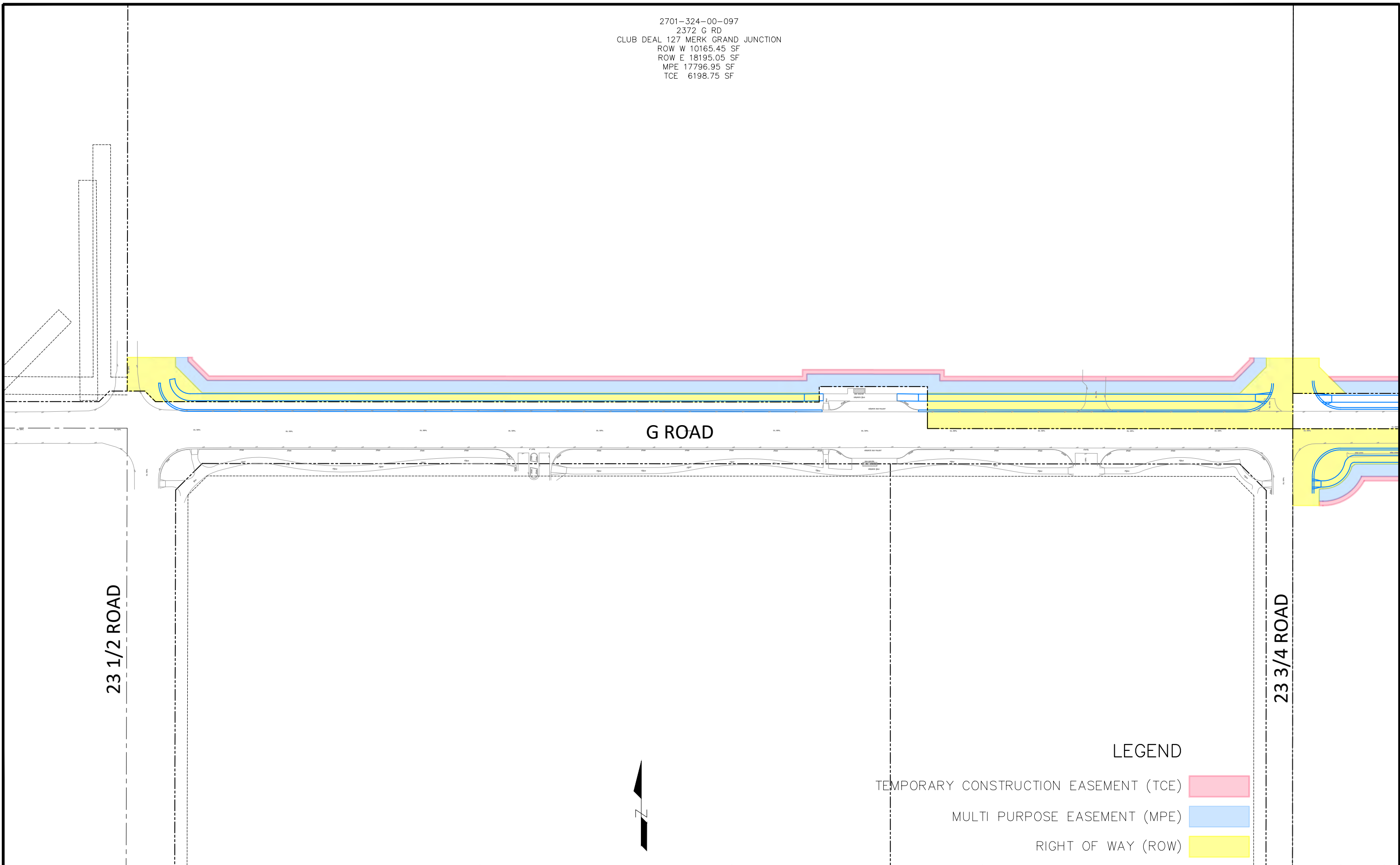


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 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 5  
 February 7, 2020



2701-324-00-097  
 2372 G RD  
 CLUB DEAL 127 MERK GRAND JUNCTION  
 ROW W 10165.45 SF  
 ROW E 18195.05 SF  
 MPE 17796.95 SF  
 TCE 6198.75 SF



G ROAD

23 1/2 ROAD

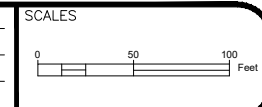
23 3/4 ROAD

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)

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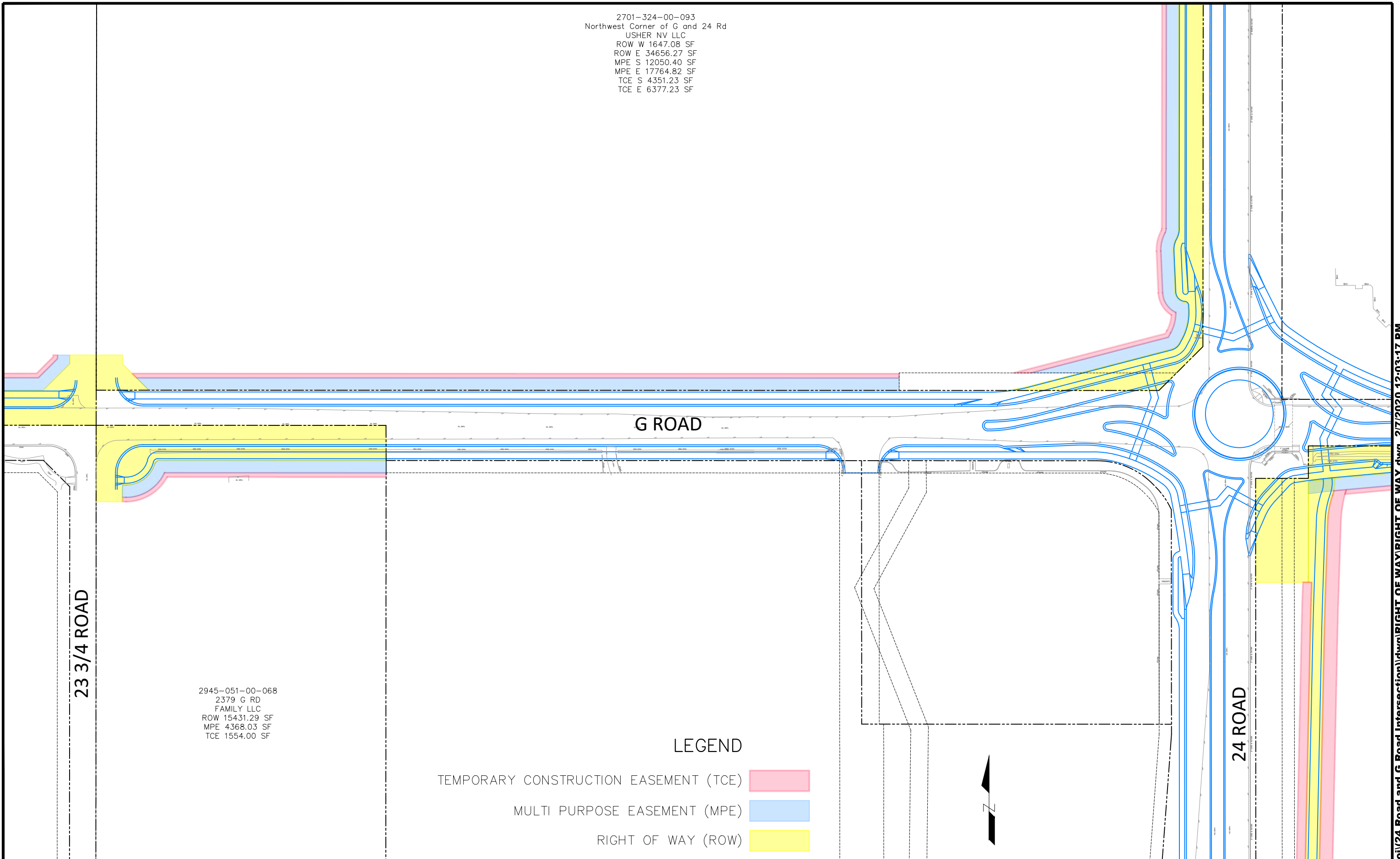
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 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 6  
 February 7, 2020

2701-324-00-093  
 Northwest Corner of G and 24 Rd  
 USHER NV LLC  
 ROW W 1647.08 SF  
 ROW E 34656.27 SF  
 MPE S 12050.40 SF  
 MPE E 17764.82 SF  
 TCE S 4351.23 SF  
 TCE E 6377.23 SF



G ROAD

23 3/4 ROAD

24 ROAD

2945-051-00-068  
 2379 G RD  
 FAMILY LLC  
 ROW 15431.29 SF  
 MPE 4368.03 SF  
 TCE 1554.00 SF

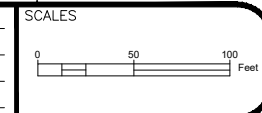
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- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



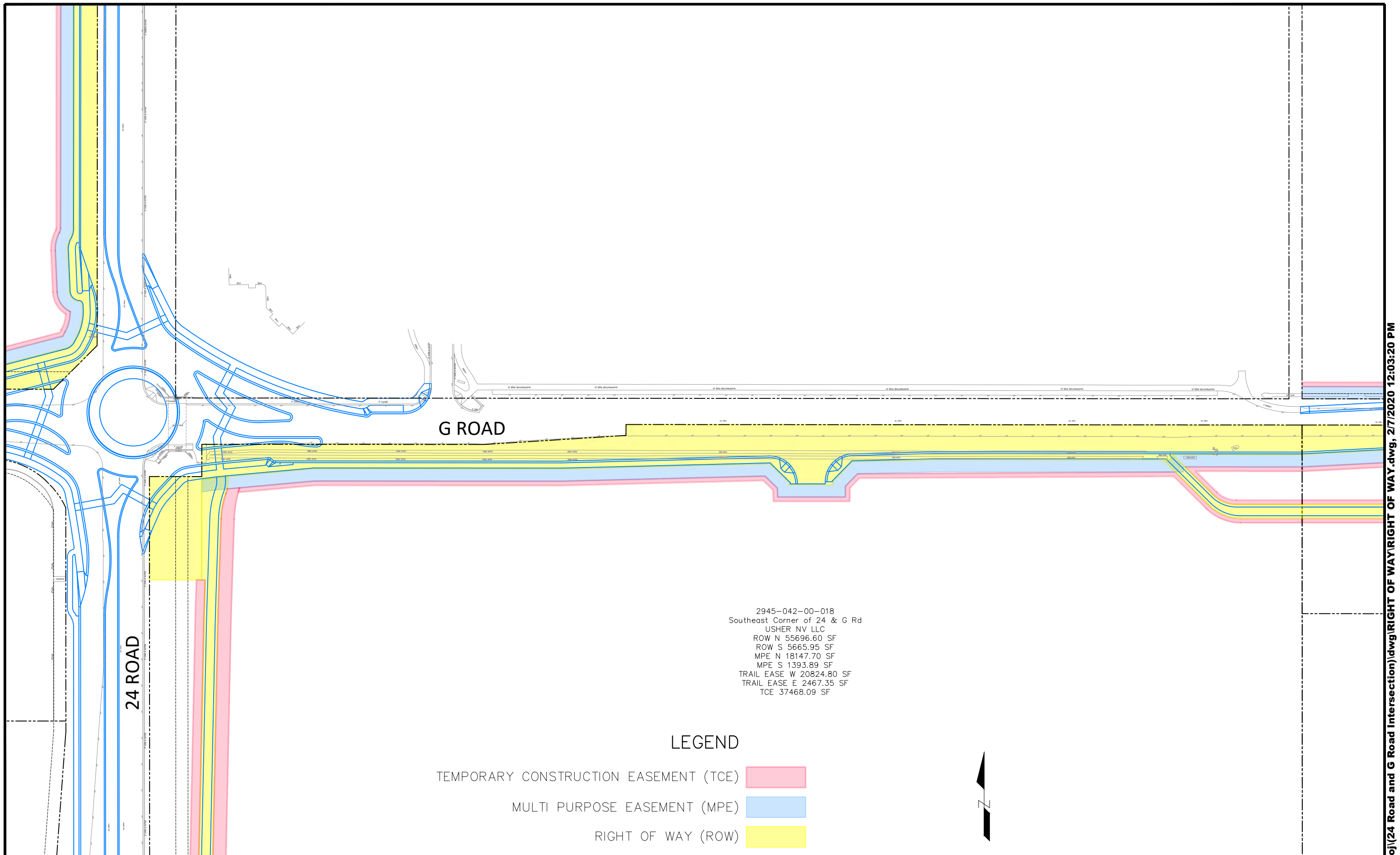
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APPROVED BY	ICP	DATE	2020



**PUBLIC WORKS  
 ENGINEERING DIVISION**  
 PROJECT NO. 207-F2007

**24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 7  
 February 7, 2020**



G ROAD

24 ROAD

2945-042-00-018  
 Southeast Corner of 24 & G Rd  
 USHER NV LLC  
 ROW N 55696.60 SF  
 ROW S 5665.95 SF  
 MPE N 18147.70 SF  
 MPE S 1393.89 SF  
 TRAIL EASE W 20824.80 SF  
 TRAIL EASE E 2467.35 SF  
 TCE 37468.09 SF

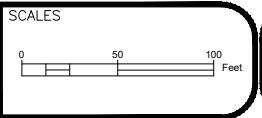
LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



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APPROVED BY	ICP	DATE	2020



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 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 8  
 February 7, 2020

2701-333-01-002  
 2426 G RD  
 SHARON ANN MENDICELLI  
 ROW 700.46 SF  
 MPE 4423.52 SF  
 TCE 1579.81 SF

SPANISH TRAIL DR

G ROAD

24 1/2 ROAD

2945-042-00-075  
 2427 G RD  
 USHER NV LLC  
 ROW 5792.75 SF  
 MPE 2828.23 SF  
 TRAIL EASE 3226.56 SF  
 TCE 3025.54 SF

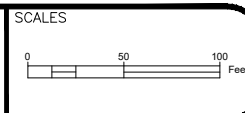
2945-042-00-076  
 2449 G RD  
 USHER NV LLC  
 ROW 15783.02 SF  
 MPE 13428.85 SF  
 TRAIL EASE 17390.19 SF  
 TCE 15442.71 SF

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- MULTI PURPOSE EASEMENT (MPE)
- RIGHT OF WAY (ROW)



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REV 4			ICP	2020



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 ENGINEERING DIVISION  
 PROJECT NO. 207-F2007

24 RD AND G RD ROW PLANS  
 RIGHT OF WAY - 9  
 February 7, 2020



March 9,  
**2020**

**Request for Proposal - RFP 4760-20-DH**  
**Contract for Professional**  
**Right of Way Acquisition**  
**Services**

City of Grand Junction, CO





March 9, 2020

City of Grand Junction  
Mr. Duane Hoff, Jr.  
Senior Buyer  
250 North 5th Street  
Grand Junction, CO 81501

**RE: Request for Proposal RFP-4760-20-DH | Contract for Professional Right of Way Acquisition Services**

Dear Mr. Hoff and Evaluation Team Members,

We are pleased to submit a proposal for the Contract for Professional Right of Way Acquisition Services. ROW is always in the critical path for transportation projects as it will be for the \$70 million of transportation projects the City of Grand Junction will build pursuant to the recently passed Ballot Measure 2A. HDR's goal in delivering ROW services is to remove ROW from the critical path through team work, efficiency, and innovation.

As a leader in right of way services, HDR has extensive experience in all facets of the right of way acquisition process to meet your needs. We custom-fit our teams to your needs and involve you in every decision. We will collaborate together because we know that strong partnerships are the key to making real progress.

The HDR team is excited about the opportunity to work with the City. We offer the City the following benefits:

**Schedule and cost innovations.** HDR can bring proven methods and innovations to the ROW process for the Ballot Measure 2A projects to compress the ROW schedule for the projects and identify cost savings opportunities along the way.

**Proven experience to provide quality execution of your tasks.** Our ROW teams have successfully completed many municipal and county projects in Colorado, leveraging a wealth of knowledge and expertise to deliver projects. We have assembled a team that is both deep and wide. We will continually strive to understand and fulfill the City's vision, goals, and expectations.

**CDOT knowledge combined with best practices.** Our team has a keen understanding of ROW requirements and how to design the best project-specific ROW processes to timely and efficiently get projects cleared and advertised.

**Greg Jamieson, our Project Principal, has been helping local governments acquire ROW for transportation projects for over 19 years both in his present capacity as the manager of HDR's ROW team and in his prior position as a CDOT Right of Way Manager.**

**Konrad Vallard, our Project Manager, has a proven track record of effectively delivering ROW for aggressive project schedules. Konrad has lived and worked in the Grand Valley and understands the people and the improvements these projects will bring to Grand Junction.**

**Other team members authorized to make presentations include Lisa Gerondale, Erin Begier, CJ Pietri, Claudia Lopez, and Melinda Lee.**

We are committed to meeting aggressive ROW project schedules while verifying the considerate treatment of affected property owners and providing you with responsive and high-quality service. As requested in the RFP, this letter serves as an acceptance of the RFP terms. If you have any questions, please feel free to contact Greg Jamieson, Senior Right of Way Manager, our principal contact, at 303.323.9790 or at Gregory.Jamieson@hdrinc.com. Additional information is available at [www.hdrinc.com](http://www.hdrinc.com).

Sincerely,



Greg Jamieson  
*Principal-in-Charge*



Kenneth Lowrey Jr.  
*Vice President*

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4760-20-DH Contract for**  
**Professional Right of Way Acquisition Services**

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

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

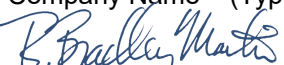
The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of   N/A   percent of the net dollar will be offered to the Owner if the invoice is paid within   N/A   days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received:       2      

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

HDR Engineering, Inc.  
Company Name – (Typed or Printed)  
  
Authorized Agent Signature  
1670 Broadway Suite 3400  
Address of Offeror  
Denver, CO 80220  
City, State, and Zip Code

Brad Martin  
Authorized Agent – (Typed or Printed)  
303-764-1520  
Phone Number  
Brad.Martin@hdrinc.com  
E-mail Address of Agent  
March 5, 2020  
Date

Point of Contact:  
Greg Jamieson  
Gregory.Jamieson@hdrinc.com



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Cover Letter

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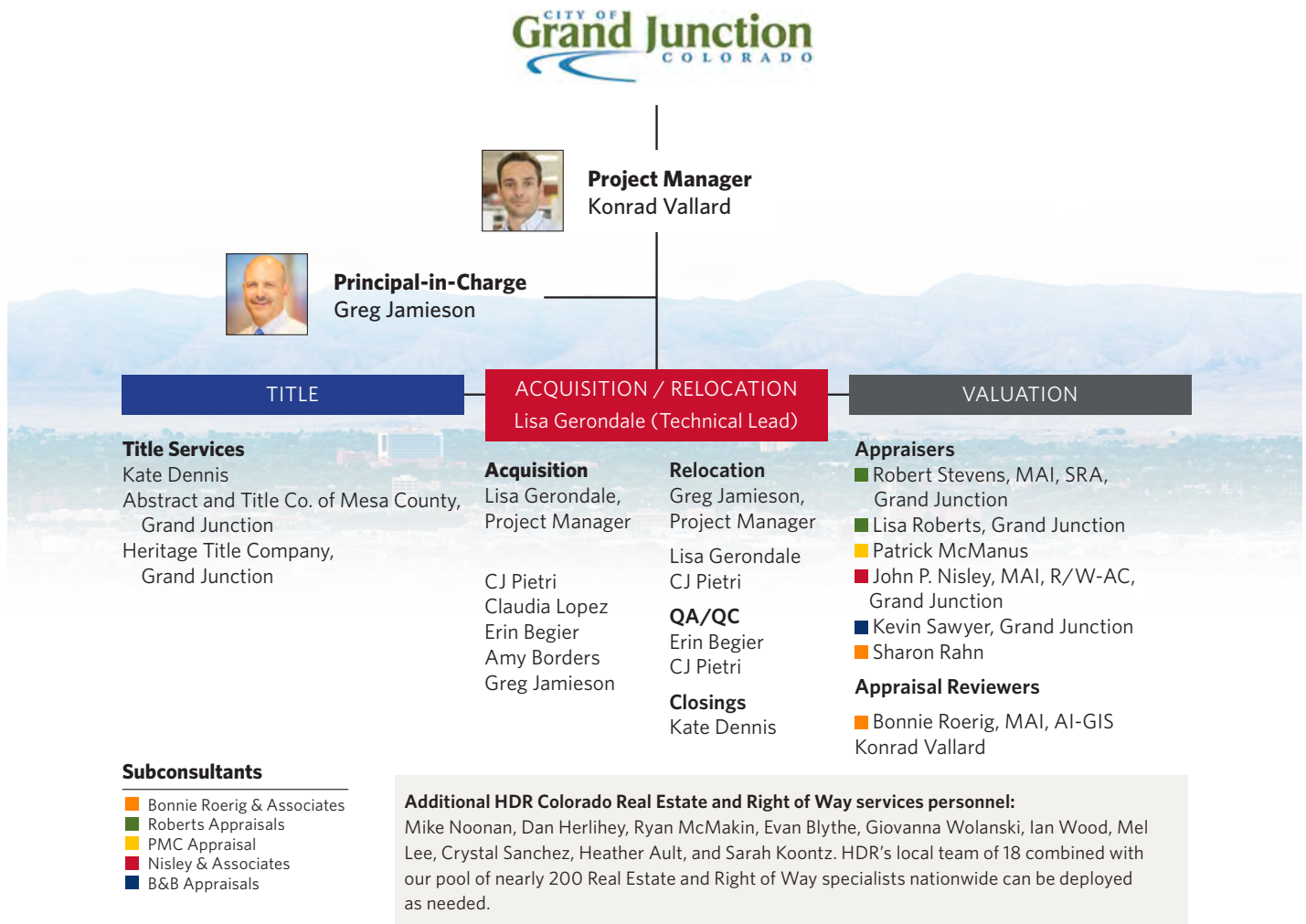
Qualifications, Experience,  
Credentials

# Qualifications, Experience, Credentials

## 1. Qualifications

**HDR** Our real estate and ROW professionals act as advocates for project concerns while being sensitive to the particular concerns of property owners and occupants. Our individual staff's experience, professional skills, past projects and innovations, creates a team ideally suited for the City of Grand Junction's (City) Right of Way Acquisitions project. Our practice is built on a foundation of dedicated, talented, and service-oriented professionals driven to **help you identify the best course of action and implement sustainable, cost-effective solutions.**

### Organization Chart

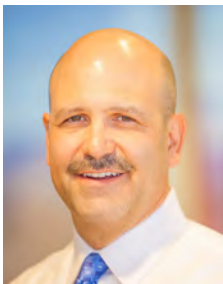


## 2. Individual Qualifications and Prior Experience

### Project Team

HDR’s ROW team has worked together on projects for local governments and CDOT, including projects similar to the City of Grand Junction’s ROW Acquisition Services project. **Our team offers extensive subject matter expertise and proven experience delivering ROW for local governments on schedule and within budget.** We have deep resources to meet deadlines and manage concurrent efforts.

### CDOT Approved Personnel



#### Greg Jamieson | Principal-in-Charge

Greg has 19 years of experience effectively managing the ROW process. His team has obtained ROW for transportation projects for CDOT, Douglas County, City and County of Denver, Wheat Ridge, Arvada, Commerce City, Minturn, Idaho Springs, and Ridgway. In addition to being a project manager on these projects, Greg has also provided services to CDOT as a consultant ROW manager, assisting in the management of all facets of the ROW process.

#### Unique Knowledge:

- ✓ Extensive knowledge and experience on timely delivering ROW for transportation projects.
- ✓ Successfully implemented many ROW innovations, including early ROW acquisition in advance of NEPA clearance, ROW acquisition, incentive programs, aggressive use of conditional ROW clearances, and CDOT’s ROW pilot program for curb ramp projects.

#### Relevant Experience:

- City of Wheat Ridge, Wadsworth Widening and Ward Station Projects; CDOT Region 3, I-70 Vail Underpass and SH 9 Iron Springs; CDOT Region 4, US 34 Big Thompson Flood Repairs Project; City and County of Denver, Quebec Multi-modal Project, Colorado Boulevard Intersections Project, and Brighton Boulevard, 44th Street to Race Court.
- While employed at CDOT Greg was responsible for oversight and approval of local government’s ROW acquisition for their federal-aid transportation projects. He assisted many municipalities in their efforts to purchase ROW for and clear their federal-aid transportation projects.
- Greg helped CDOT develop a streamlined ROW process for its program to upgrade 18,000+ curb ramps to Americans with Disabilities Act standards. He also is assisting CDOT Region 3 in Grand Junction in implementing this Pilot ROW Program.

#### CDOT Approved List:

- ✓ Approved by CDOT to provide federal aid acquisition and relocation services for CDOT and Colorado public agencies.

\*Full resumes for team members can be found in Appendix A.



**Konrad Vallard | Project Manager**

Konrad is a proven ROW Project Manager who has managed the successful ROW effort for Douglas County’s US 85, C-470 to Highlands Ranch Parkway project. The innovations Konrad developed and managed allowed the significant and complex ROW needed for the project to be acquired in a short timeframe. Konrad has also effectively managed other municipal projects.

In addition to his project management skills, Konrad is a Certified General Real Estate Appraiser with 15 years of Colorado real estate appraisal experience including generating eminent domain appraisals and providing appraisal review for CDOT. Konrad has ROW acquisition experience, title procurement and review, ROW plan review, cost estimating, valuation, acquisitions, negotiations, and closing experience.

**Relevant Experience:**

- Douglas County, US 85, C-470 to Highlands Ranch Parkway. Project Manager for successful right of way effort to support this vital County project.
- Town of Minturn, US 24 Main Street Pedestrian Project. Effectively managed the right of way process as well as acquired many parcels.
- CDOT Region 3, ROW Impact Analysis Considered for US 6C Clifton Phase Project. Led an effort to analyze ROW impacts for eight proposed project alternatives.

**Unique Knowledge:**

- ✓ Seasoned ROW Project Manager.
- ✓ Knowledge and experience preparing and reviewing eminent domain appraisals.

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal-aid acquisition, appraisal, and appraisal review services for CDOT and Colorado public agencies.



**Lisa Gerondale | Acquisition/Relocation Manager**

Lisa is an accomplished project manager. She excels at the strategy involved in pre-planning, managing ROW schedules and budgets, and allocating resources to timely deliver ROW for capital improvement projects. She is also an accomplished acquisition negotiator and relocation specialist.

**Relevant Experience:**

- CDOT, US 34 Big Thompson Canyon CM/GC Project. Co-managed the ROW process including management of consultant ROW resources, coordination with CDOT and the construction contractor to develop a realistic schedule for ROW and project tracking to verify timely delivery of ROW consistent with the developed schedule.
- CDOT, US 160 and 550 Design Build Project. Managed the ROW process for this \$96 million design-build project. Worked with the project design team to advance the right of way process, identify risks related to right of way acquisition and relocation, and propose solutions to mitigate risk. Also led negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements.

**Unique Knowledge:**

- ✓ Successfully implemented ROW project status tracking and risk management analysis methods using Google Drive and Google Earth KMZ Files
- ✓ Extensive knowledge and experience with business and residential relocations

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal aid acquisition and relocation services for CDOT and Colorado public agencies.

\*Full resumes for team members can be found in Appendix A.



**CJ Pietri, RWA | Acquisition/Relocation**

CJ is a Real Estate Services Agent with 10 years of experience, who specializes in landowner negotiation, preparation of waiver valuations, property closings, business, residential, and personal property relocation, quality assurance and quality control, and title review.

**Relevant Experience:**

- CDOT Region 5, US 160 Passing Lanes (North of Towaoc), Cortez, CO. HDR was chosen to acquire ROW from 11 owners for the construction of passing lanes on US 160 between Towaoc and Cortez. CJ successfully negotiated the necessary acquisitions from all owners. In addition, CJ reviewed the title commitments and completed one personal property relocation.
- CDOT Region 5, US 160 and 550 Design Build Project, Durango, CO. HDR was selected to acquire ROW from 19 owners for the expansion of US 550. CJ successfully negotiated ROW with selected owners and performed relocation services including one residential relocation and multiple complex personal property relocations, including multiple irrigation pivots.

**Unique Knowledge:**

- ✓ Expertise in title analysis arising from experience, understanding, and negotiating surface use and access agreements for a variety of oil and gas projects with complicated impacts to farm operations, urban development, and wildlife prior to joining HDR.

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado public agencies.



**Erin Begier, SR/WA | Acquisition and QA/QC**

Erin is an experienced ROW Agent and Project Manager with HDR, and specializes in advancing early landowner engagement, acquisition negotiation, and quality assurance and quality control. She has strong people skills and the ability to develop positive and productive landowner relations.

**Relevant Experience:**

- City and County of Denver, Brighton Boulevard, 44th Street to Race Court. Successfully negotiated acquisitions with landowners for this project that needed ROW clearance in a short timeframe.
- CDOT, North I-25 Managed Lanes Project. Assisted with acquisitions and personal property relocations for the successful fast-tracked ROW process for this project.

**Unique Knowledge:**

- ✓ Erin's excellent attention to detail provides important ROW quality assurance and quality control. She is also well versed in project management tracking and data entry systems.

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado Public Agencies.

\*Full resumes for team members can be found in the Appendix A.



**Claudia Lopez, RWA | Acquisition**

Claudia has four years of experience in the ROW profession and five years in general Real Estate. She specializes in landowner negotiation, property closings, and personal property relocation. While at HDR, Claudia has successfully negotiated ROW acquisitions, coordinated personal property inspections with landowners, and completed waiver valuations for several projects.

**Relevant Experience:**

- CDOT, SH 14 Sterling “S Curves.” Claudia completed acquisitions from 16 owners in two months to assist with clearance of this project with an aggressive preconstruction schedule.
- Commerce City, ROW for Sidewalk and Curb Ramp Project. Commerce City needed ROW acquired quickly to comply with deadlines associated with federal funding. Claudia acquired ROW parcels from nine owners in approximately one month, which allowed the project to be advertised prior to the funding deadline.

**Unique Knowledge:**

- ✓ Claudia is fluent in Spanish, French, and Portuguese.

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado public agencies.



**Amy Borders, RWA | Acquisition and QA/QC**

Amy has over 12 years of experience in land rights. She excels in project coordination and organization, including title research, acquisition negotiation, and quality assurance and quality control, providing property owner and internal land acquisition updates.

**Relevant Experience:**

- City and County of Denver, Brighton Boulevard, 44th Street to Race Court. Successfully negotiated acquisitions with landowners for this project that needed ROW clearance in a short time frame.
- City of Colorado Springs, Platte Avenue Bridge over Sand Creek. Negotiated all of the acquisitions for this important City project including resolving a particularly challenging acquisition.

**Unique Knowledge:**

- ✓ Amy was responsible for coordinating closings with title companies, property owners and lenders for over 268 parcels involved in two counties on a politically sensitive project.

**CDOT Approved List:**

- ✓ Approved by CDOT to provide federal-aid acquisition services for CDOT and Colorado Public Agencies.

\*Full resumes for team members can be found in Appendix A.

## Additional Resources

In addition to ROW personnel on CDOT’s approved lists, HDR has other talented ROW personnel available to work on Measure 2A projects under the guidance of those on the approved CDOT list.



**Mike Noonan**

Mike has over 39 years of ROW experience and has comprehensive expertise in a variety of infrastructure projects including utilities, traditional energy, renewable energy, transportation, and private development.



**Ian Wood**

Ian has experience with GIS and Mapping coordination, title and ownership determinations, and land use and permitting. He develops strong land ownership relations.



**Dan Herlihey**

Dan has over 38 years of land rights experience, which includes project routing and design, statutory and non-statutory acquisitions, and governmental permitting and entitlement processes.



**Mel Lee**

Mel is a Senior Real Estate Services Project Manager with extensive knowledge in project management, acquisition negotiation, land surveying, land rights, acquisition, relocation, utility infrastructure and energy development in both the Private and Public sectors.



**Ryan McMakin**

Ryan brings more than 11 years of ROW management experience, including the the management and acquitions of hundreds of miles of oil and gas pipeline ROW, a strong Due Diligence background, and development of strong landowner relations



**Crystal Sanchez, SR\WA**

Crystal Sanchez is a Real Estate Services Agent who specializes in ROW, land rights negotiation and acquisition, title work, and landowner relations.



**Gia Wolanski**

Gia is a GIS expert with experience generating and updating maps to show project routes and property ownership information. She develops strong landowner relations and tracks easement acquisition status and creates individual mapping products for landowner negotiations, client interactions, and permitting.



**Heather Ault**

Heather has permitting and easement experience. She also brings a legal background to the team.



**Sarah Koontz**

Sarah holds broad experience in land rights with comprehensive areas of focus in surface title and sub-surface mineral title. Sarah also brings strong field experience, GIS mapping and analysis, and workflow planning.



**Evan Blythe**

Evan has experience with the full suite of land rights tasks and with broad land use and permitting and developing strong landowner relationships.



**Kate Dennis**

Kate is a seasoned Senior Escrow Officer with a demonstrated history of working in the title insurance industry including 12 years of experience working in title insurance at both a national and local level on commerical and residential transactions.



## Subconsultant Qualifications

### Appraisers

HDR will be working with a team of appraisers who understand the importance of comprehensive appraisals to aid in the ROW process. A list of appraisers that we are going to work collaboratively with HDR on this project follows.

**Bonnie Roerig and Associates** has worked extensively throughout the state of Colorado appraising a wide range of industrial, multi-family, office, and commercial real estate, development land, and special use properties. For more than 49 years they have worked with numerous public entities including the CDOT, Regional Transportation District, virtually all of the Denver metropolitan municipalities, and many Colorado County agencies. Their expertise is in valuation of commercial properties for partial or total acquisitions as appropriate when completed on behalf of an agency or private property owner.



**Roberts Appraisals** — Lisa A. Roberts, SRA, is the owner/principal of Roberts Appraisals, based out of Grand Junction. Lisa has been appraising since 1998,

and specializes in commercial and ROW appraisals. Lisa has been on the CDOT approved appraiser list for ROW work since 2011, and is a licensed Certified General Real Estate Appraiser. She recently attained the SRA designation through the Appraisal Institute and is also on the FHA approved list (for residential appraisals). The primary coverage area is Mesa County; other Colorado counties where she has experience are Delta, Montrose, Rio Blanco, Garfield, Eagle, and Ouray Counties.

**Stevens Real Estate Services**, located in Grand Junction and Telluride, specializes in all types of real estate appraisals as well as investment analysis, market studies, and real estate evaluations.

**PMC Appraisal** is a CDOT-approved appraisal firm list that has performed numerous appraisals in Garfield County including appraisals for the City of Glenwood Springs, CDOT Region 5 (Durango), and for private land owners. PMC Appraisal has performed disposal appraisals for CDOT Region 1 in the City of Brighton, the City of Arvada, and the City of Denver.



**Nisley & Associates**, located in Grand Junction, specializes in

providing unbiased property valuation services across Western Colorado. Our focus is on real estate appraisal, appraisal review, and consulting for commercial and complex residential properties. Our clients include national and local lending institutions, law firms, government entities, and private individuals. We provide commercial appraisal services used most commonly for lending decisions, transactions, tax planning, and estate planning.



**B&B Appraisal Inc.** is a residential and commercial real estate appraisal firm serving Western Colorado including Mesa County, Garfield County, Delta County, Montrose County, Gunnison County, Ouray

County, and Rio Blanco County. Our office works with local and national lending institutes, local municipalities and government agencies, attorneys, tax accountants, financial planners, and realtors, as well as private parties. We offer appraisals for a wide array of services for the listing and selling of real estate, line of credit, loan modification, fair market value, rental analysis, appraisal review, tax grievance, trust, probate and estates, gift tax, matrimonial disputes, bankruptcy, and expert witness testimony.

## Title Companies



**Heritage Title Company**  
 Tricia Keyes, Regional Title  
 Manager  
 Main: 970-328-1602  
 Cell: 970.328.5211  
 pkeyes@heritagetco.com



**Abstract and Title Co. of Mesa  
 County**  
 Cindy Osborne, Title Officer  
 128 North 5th Street, Suite 2B  
 Grand Junction, CO 81501  
 970.589.8921  
 wcindy@abstracttitle.biz

## Past Project Experience



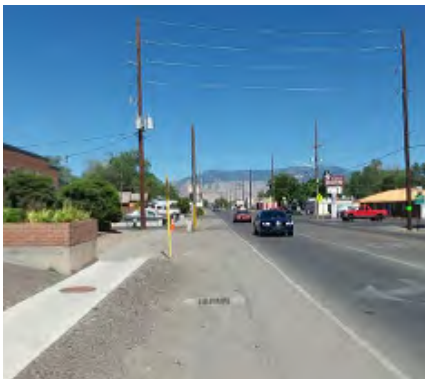
### US 85 C-470 to Highlands Ranch Parkway | Douglas County

HDR’s ROW team worked with the environmental, engineering design, and utilities preconstruction team advising them on ROW impacts and other ROW issues in alternatives development, alternatives screening, public involvement in the NEPA process, and in the engineering design process. A reevaluation of the 2002 Record of Decision was issued and the project is now in final design. HDR’s ROW team has managed all aspects of the ROW process. Title work was obtained and ROW plans completed. Appraisal, appraisal review, and waiver valuations have been prepared. HDR worked with Douglas County to develop and implement

an aggressive acquisition incentive program, that has been successful. Initial offers to landowners were made from February through April 2018, as appraisals were delivered. Most of the 80+ parcels were acquired by June 2018.

#### HDR Team Involvement

Konrad Vallard • Lisa Gerondale • Greg Jamieson • CJ Pietri • Claudia Lopez



### ROW Impact Analysis of Alternatives Considered for US 6C Clifton Phase 1 | CDOT Region 3

HDR conducted a study analyzing and comparing the ROW Impacts for eight proposed alternatives for improvements to US 6C from I-70 B to 33 Road. ROW impacts consisting of total ownerships impacted, number of partial acquisitions, number of total acquisitions, estimated acquisitions costs, number of business relocations, number of residential relocations, estimated cost of relocations, estimated ROW and consultant costs and total estimated costs were analyzed and presented.

A comprehensive report of HDR’s analysis and findings was delivered to CDOT, which it used as a decision making tool for the project.

#### HDR Team Involvement

Greg Jamieson • Konrad Vallard • Lisa Gerondale • CJ Pietri



## Right of Way Acquisition for US 24, Minturn Main Street Pedestrian Project | CDOT Region 3

The Town of Minturn’s Main Street Pedestrian Project, in conjunction with CDOT’s curb ramp and resurfacing project, will improve transportation for pedestrians, bicycles, commercial vehicles, and passenger vehicles by constructing significant improvements to Minturn’s Main Street (Highway 24). HDR, led by Konrad Vallard, was retained to provide valuation and ROW acquisition services for the acquisition of 44 parcels in conformance with the URA. HDR provided project expertise by advising the Town, coordinating with CDOT

oversight, evaluating impacts to property ownerships, and providing strategic guidance for acquisitions. Tasks included securing permission to enter, survey coordination, property ownership inspections, preparation and review of waiver valuations, acquisition negotiation, access permitting, and project tracking, reporting, and planning.

### HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri • Claudia Lopez

*“Konrad, Thank you for checking in. We are very happy with the work done by you and Claudia. You both were great witnesses. The Judge asked the Town to prepare written findings.”*

*Michael J. Sawyer, attorney at Karp Neu Hanlon, representing the Town of Minturn*



## ADA Voluntary Curb Ramp Acquisition Program and Implementation of Such Program | CDOT Region 3

The program streamlines the ROW process for projects upgrading curb ramps to Americans with Disabilities Standards by significantly compressing the ROW schedule and reducing administrative costs. Survey, ROW plans, and legal descriptions are replaced by simple one-page exhibits developed by GIS and plats. The same offer amount is made to all landowners, and landowners sign a simple agreement that includes a waiver of CDOT's traditional process.

Greg Jamieson assisted CDOT Headquarters in collaborating with the Region ROW Managers to build consensus for the Pilot ADA ROW Program and in obtaining approval of the Program from the Colorado Attorney General's Office and the Colorado Transportation Commission. HDR developed a brochure explaining the Pilot ADA ROW Program to be used by ROW Agents conducting acquisition negotiations under the ADA Program. Greg assisted CDOT in developing materials for training and teaching for the Pilot ADA ROW Program for CDOT ROW personnel and other ROW consultants.

CDOT Region 3 has been a leader in implementing the ROW Pilot Program. CDOT Region 3 has used the program successfully on projects in Montrose, Craig, Rangely, and Hayden. HDR prepared exhibits, provided the value research and analysis for the offer amounts, and has advised the Region in implementation of the Program and process improvements.

### HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • Melinda Lee

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## Widening of Ridge Road from Tabor Street to City Boundary | Wheat Ridge

This project will widen Ridge Road and construct sidewalks and ADA-compliant curb ramps for a segment in close proximity to RTD’s newly opened Ward Station. HDR’s ROW team managed all aspects of ROW acquisition for the project including preparing legal descriptions for the parcels to be acquired, completing waiver valuations, and quickly and efficiently negotiating the acquisition of the parcels. HDR worked with the City to define an acquisition incentive program that resulted in the timely acquisition of all the parcels needed for the project to meet the goals of

an aggressive project schedule without the need for condemnation.

### HDR Team Involvement

Greg Jamieson • Konrad Vallard • CJ Pietri • Claudia Lopez



## ROW Services for the US 34 Big Thompson Permanent Flood Repairs | CDOT Region 4

HDR worked with the ROW, design, and construction team members to define, value, and acquire over 200 parcels needed for this critical project that constructed significant roadway, river, and channel improvements so that both could better withstand high-flow events like the catastrophic 2013 and 1976 floods.

HDR developed innovative ROW scheduling and management tools to effectively coordinate the work of numerous ROW consultants to meet project milestones, while verifying consistency with process and

approach. HDR’s ROW team advised design and construction teams on ROW issues, including determining the size, shape, and type of parcels needed for the many different types of unique infrastructure for this collaborative roadway and river channel improvement project. All ROW clearances were timely obtained to support scheduled construction. HDR also negotiated the acquisition of many of the parcels needed for the project. The project was completed on time and within budget.

### HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri • Claudia Lopez



### SH 9 Iron Springs | CDOT Region 3

Greg Jamieson, HDR’s Senior ROW Manager, was hired as a Consultant ROW Manager for this project in Frisco, Colorado. He assisted Region 3 with the management of all phases of the ROW process for a project to construct a four-lane section of SH 9 on a new alignment, and relocate the Blue River Bikeway to the existing highway alignment adjacent to Dillon Reservoir. Greg negotiated complex ROW agreements with the United States Forest Service, Summit County, the Town of Frisco, the Continental Divide Land

Trust (CDLT) and Denver Water. Innovations included a land trade agreement between CDOT, Summit County and CDLT that included removing a conservation easement on ROW needed for the new SH 9 highway alignment and moving it to the ROW upon which the realigned bike path will be located.

#### HDR Team Involvement

Greg Jamieson • Lisa Gerondale • Konrad Vallard • CJ Pietri



### US 160 and 550 Design-Build Project | CDOT Region 4

HDR managed the ROW process for this \$96 million design-build project and worked with the project design team to advance the ROW process, identify risks related to ROW acquisition, and relocation and propose solutions to mitigate risk. HDR also led negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements. HDR participated in efforts to draft the ROW section for the design-build RFP, assisted CDOT with developing delivery dates to the contractor for on-going negotiations, and worked with

project team to develop ROW status tracking tools.

#### HDR Team Involvement

Lisa Gerondale • Greg Jamieson • CJ Pietri • Amy Borders

Strategy and  
Implementation Plan

# Strategy and Implementation Plan

## 1. Project Understanding

In 2019, the registered voters in the City of Grand Junction (City) passed ballot Measure 2A, allowing the City to bond for \$70 million for transportation projects including roadway, sidewalk, pedestrian, and bikeway projects. Measure 2A includes a list of specific roadways and areas to be improved. Right of way (ROW) acquisition is anticipated for the following projects:

Project	Limits	Properties	Owners	ROW	Easements	Temp Const	Relocation	ROW Cleared
24 Road	Patterson to I-70	14	14	8	9	14	0	Jan-21
G Rd 23 1/2 Rd to 24 1/2 Rd	23 1/2 to 24 1/2 Rd	7	4	7	7	7	0	Jan-21
F 1/2 Rd Parkway	Market to Patterson	30	27	22	23	25	3	May-21
Riverside Pkwy / Redlands Pkwy Ramps Interchange Improvements and 24 Road Trail	Intersection + Riverfront to Canyon View Park Trail	4	3	4	4	4	0	Jul-21
Horizon Drive at G Road-27 1/2 Rd	Intersection	4	3	4	4	4	0	Oct-21
Patterson Capacity Improvements	5 intersections	6	6	6	6	6	0	Varies
24 1/2 Rd*	Patterson to G 1/4 Rd	30	30	20	30	30	0	Jan-22
26 1/2 Road* + I-70 Ped Bridge	Horizon Dr to Summerhill Way	40	40	33	15	40	0	Jan-22
F 1/2 Road*	30 Rd to 30 3/4 Rd	20	20	14	14	20	0	Apr-21
D 1/2 Road*	29 Rd to 30 Rd	16	16	16	16	16	0	Apr-22
B 1/2 Road*	29 Rd to 29 3/4 Rd	14	14	10	10	14	0	Apr-22
<b>Total</b>		<b>185</b>	<b>177</b>	<b>144</b>	<b>138</b>	<b>180</b>	<b>3</b>	

ROW identified for the Measure 2A projects is significant. 452 parcels — including fee parcels, permanent easements and temporary construction easements — are needed from 177 owners. This includes three relocations, for six projects, to be cleared in 2021, and four projects to be cleared in 2022. ROW activities shall be completed in conformance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) and follow all Colorado Department of Transportation (CDOT) ROW policies and procedures. All ROW procedures shall be performed by individuals who have been qualified by CDOT to perform ROW acquisition services.

In order for Measure 2A to be successful and meet the voter’s expectations, the City needs a ROW consultant with a proven record of delivering high quality ROW services for large programs. The ideal Consultant firm will work effectively with the City’s design team, survey team and affected landowners to timely deliver the ROW needed for the Measure 2A projects. The magnitude of the ROW anticipated for this endeavor will require a Consultant firm that has the resources to manage multiple projects simultaneously and





has extensive experience in assisting clients to streamline the ROW process to meet aggressive schedules and achieve important milestones.

## 2. Strategy

HDR has the expertise, staffing resources, and innovation to timely and effectively deliver the ROW needed for the City's Measure 2A projects. The HDR difference will result in a streamlined ROW process and opportunities for cost savings along the way. We understand local issues and local perceptions and will work to serve as a true extension of City staff. Greg Jamieson, HDR's Project Principal, and Konrad Vallard and Lisa Gerondale, HDR's Project Managers, all worked for CDOT prior to joining HDR. Konrad worked for CDOT Region 3 with CDOT's Grand Junction ROW team. HDR's 18-person ROW team has ample capacity to effectively work on numerous projects concurrently. This team includes considerable subject matter expertise that few ROW consultant firms can match.

**HDR's team has a deep understanding of the URA and CDOT ROW policies and procedures. Our ROW leadership team has helped CDOT develop a number of ROW innovations, compressing ROW schedules and reducing ROW costs.**

Greg Jamieson has 14 years of experience as a CDOT ROW Manager and, prior to his move to CDOT, spent time as an Assistant Attorney General representing CDOT in eminent domain actions.

Konrad Vallard has 15 years of experience



as an eminent domain appraiser with a Colorado Certified General Appraisal license. He is on CDOT's approved appraiser and appraisal review list.

Lisa Gerondale has 12 years of experience providing high-level strategic consulting, assisting CDOT's ROW teams in effectively delivering ROW for some of its biggest innovative contracting projects.

Kate Dennis has 12 years of experience in the title industry performing closings.

Melinda Lee has 17 years of experience as a partner in a civil engineering firm. In addition to providing engineering consulting, she provides surveying and legal description expertise and has been instrumental in developing a streamlined approach to acquiring ROW for CDOT Region 3's Pilot Program for Americans with Disabilities Act (ADA) curb ramp projects.

Claudia Lopez is a Real Estate Specialist and native Spanish speaker allowing her to build trusting relationships and effectively communicate with Spanish-speaking landowners.

With our team's strengths and resources, we have the ability to provide ROW services scalable to a broad range of projects, from projects requiring acquisition of numerous and complex parcels, projects needing total acquisitions displacing occupants that require business and residential relocation services, and smaller projects that require acquisition of permanent and temporary construction easements only.



### Developing a Critical Path Schedule

A successful ROW acquisition program needs to advance under a realistic and functional schedule. HDR has a proven track record of developing up-front critical path schedules with the project team and managing the ROW process to meet aggressive schedules, while providing considerate treatment of affected property owners.

Issues related to ROW acquisitions are complex, and sometimes emotional. It is critical that the ROW staff fully understand the details and nuances associated with the project, and are able to clearly explain the project details to affected landowners. Our staff are experts at maintaining a credible dialogue and providing timely responses to landowner questions and concerns. Our goal is to achieve mutually agreeable settlements without the need for litigation.

Innovation is one of our biggest distinguishers. We have streamlined the ROW process, thereby compressing project schedules and reducing project budgets, by effectively using incentive programs, conditional ROW clearances, and many of the techniques in the CDOT ROW Pilot Program for Curb Ramp Projects, which we assisted CDOT in developing.

With our experienced, professional skill set, past projects, innovations, collaboration and tracking tools, and perhaps most importantly, our consideration of the “human element” in ROW acquisition and relocation, our team is ideally suited to be your consultant.

### Interaction with the City

Prior to beginning any ROW assignment, HDR will meet with City staff and attorneys to discuss project goals and timelines and develop an effective approach to define, value, and acquire the ROW within key project milestones. HDR has significant cradle-

to-grave project experience. The ROW process consists of many external and internal hand-offs. Inefficiencies causing delays can occur if these hand-offs are not effectively managed.

We will build a ROW team for each project that will proactively communicate externally with design, environmental, utilities, and other project personnel and effectively communicate internally to manage these hand-offs to lessen inefficiencies. Initial project meetings will also provide an opportunity to gain concurrence from other key City staff and third-party agencies. The goals of acquisition negotiations are to encourage and expedite the acquisition of parcels by consensual agreement with owners, avoid litigation, provide consistent treatment for land owners, and promote public confidence in the ROW acquisition process.

## 3. Implementation

### Title Services

The first step in most ROW processes is to obtain title information for the affected ownerships. Title commitments are usually obtained for all ownerships from which permanent acquisition (ROW or permanent easements) will be acquired.

HDR’s team members, **Heritage Title Company and Abstract and Title Company**, local firms located in Grand Junction, have strong reputations delivering quality title products and providing considerate and effective customer service. The purpose of the title commitment is to verify the owners

of the property and understand existing liens and encumbrances affecting the property. HDR's ROW team has extensive experience analyzing liens and encumbrances in title commitments and can advise the City of the effect such items may have on the ROW acquisition process. If a temporary-easement-only is needed from any ownership, a vesting deed (latest conveyance deed) can be purchased instead of a title commitment to verify the ownership. Avoiding the purchase of unnecessary title commitments for temporary-easement-only acquisitions can save project costs.

Heritage Title Company and Abstract and Title Company will provide closing services for acquisitions the City wants to be closed by a title company. HDR's title and closing expert, Kate Dennis, will work with the title companies to coordinate these closings.

**Konrad Vallard, the valuation lead on the HDR team, is an appraiser with a Colorado Certified General appraisal license (the highest level appraisal license in the state). He is on CDOT's approved appraisal and appraisal review list. Konrad can provide important valuation consulting so that waiver valuations accurately reflect fair market value and rely on supportable market evidence.**

## Right of Way Plans and Descriptions

HDR understands that others will provide ROW plans and legal descriptions, however title commitments, vesting deeds and other title information are commonly needed and used by the consultants preparing these items. HDR's team can coordinate with such providers to understand what kind of title instruments will be needed and the schedule and timing of delivery of such title instruments. Title instruments obtained will be shared with the City and the design team, as appropriate.

HDR has experience working with professional land surveyors on innovations to streamline ROW plans and legal descriptions. HDR can suggest such innovations, if the City is interested. Innovations include elimination of ROW plans for projects that require temporary easements only and use one page illustrations of the temporary parcel as the primary document defining the parcels to be acquired. Melinda Lee, working with CDOT Region 3, has developed a very streamlined one-page exhibit to be used for temporary easement applications for the Region's aggressive Pilot ROW Program for ADA curb Ramp projects. Examples of one-page exhibits are included in the Additional Data section.

## Valuation of the Parcels

Competent parcel valuation is critical to the success of any ROW acquisition negotiation. If the offer amount does not accurately reflect fair market value and include a credible analysis of damages to the remainder, if applicable, it will pose challenges to the negotiation. HDR's valuation team and method will verify accurate just compensation valuations that meet URA and CDOT policy and process standards.

HDR's valuation team is a blend of local appraisers in the City, familiar with the City's property values, and other Western Slope and Front Range appraisers. All The appraisers on our team are on CDOT's approved list except for John Nisley and Kevin Sawyer, both of whom live and work in Grand Junction, and Sharon Rahn. John, Kevin, and Sharon will collaborate with the team appraisers on the CDOT's approved list. All appraisals will be signed or co-signed by an appraiser on the CDOT approved list. The reason for this approach is that a high volume of appraisals is anticipated and there are few appraisers in Grand Junction on CDOT's approved list. This approach will verify that high-quality appraisals prepared mainly by appraisers familiar with the City of Grand Junction real estate market.

In addition to his duties as Project Manager, Konrad Vallard will organize and manage the valuation process, fitting the right appraisers to the unique challenges of certain valuation assignments based on the relative strengths of the appraiser selected. Konrad has effectively managed this effort for many projects, both large and small. Bonnie Roerig and Konrad, both of whom are on CDOT's approved appraisal review list, will provide the appraisal

review required by the URA and CDOT policies and procedures.

One of HDR's proven methods for controlling ROW costs is timing the appraisal process to have the City's appraisal and landowner's appraisal for the same parcels delivered at approximately the same time. If the estimated value of an appraisal is \$5K or more, §38-1-121, C.R.S. requires the City to notify landowners of a right to get their own appraisal and, if it is submitted to the City in a certain time frame and meets certain requirements, the City is required to pay a reasonable fee for the landowner's appraisal. If this notice is provided to landowners at the same time the City starts its appraisal, so both appraisals are completed and submitted for review at approximately the same time, the just compensation values tend to be closer to each other. Sometimes the landowner's value is lower than the City's. Greater disparities in value seem to occur when the landowner is aware of the City's offer before finishing its appraisal. Having both appraisals completed prior to making an offer is advantageous even if there is a reasonable difference in values. In those situations, the City knows what the difference in values is before the negotiation starts.

The URA and CDOT policies and procedures require parcels to be appraised if their estimated value is more than \$10K, or more than \$25K in certain circumstances. If the estimated values are less than these thresholds, the parcels can be valued by waiver valuations, which are values prepared by ROW agents. Valuing parcels by waiver valuations,

where appropriate, can save time and money in the ROW process and is an approach HDR always suggests. HDR's ROW staff has considerable experience preparing waiver valuations (these used to be called value findings) for acquisitions. HDR has subscriptions to CoStar - Commercial MLS and RE Colorado Residential MLS which gives us access to the latest market sales information for all land use types in the City.

### Acquisition Negotiation and Closings

After the offer amount to be made is determined, HDR will conduct acquisition negotiations. HDR's real estate specialists will try to meet in person for the first meeting. Before leaving the first meeting, the specialists will explain the timing for future contacts and meetings. HDR will meet with owners as needed in an effort to obtain an agreement without compromising the project schedule. Landowner counteroffers will be promptly submitted to the City for review with an HDR recommendation for a position on the counteroffer. HDR will recommend use of a form of agreement to be signed by landowners that allows the City possession of the parcel when the fully signed agreement and the check for the agreement amount is submitted to the title company for closing.

If there are liens and encumbrances that need to be released, the title company can work with the landowners, their lenders, and others to get such releases while the project proceeds to advertisement and construction. Kate Dennis, a new member to

### HDR's ROW Team has successfully used acquisition incentive programs on many recent projects including:

- CDOT Region 5, Town of Ridgway SH 62 Street Improvements
- CDOT Region 4, I-25 North Express Lanes, 120th to Northwest Parkway/E-470
- CDOT Region 4, City of Sterling, SH 14 S Curves
- City of Wheat Ridge, Widening of Ward Road
- Douglas County, US 85 Widening from C-470 to Highlands Ranch Parkway (HDR assisted Douglas County in developing its acquisition incentive program for its US 85 project, which was very successful.)

HDR recommends that the City consider using acquisition incentives for Measure 2A.

HDR's ROW team, has substantial experience as a closer for a title company. If issues arise in obtaining releases of encumbrances, which often happens, Kate can assist the title company in getting the releases. The title companies will provide title insurance policies for all acquisitions for which the City requests title insurance.

If acceptable to the City, HDR can close low dollar acquisitions, and acquisitions consisting of temporary easements only. HDR will submit signed agreements and check requests to the City and complete the closings it has been authorized to close.

### Innovative Methods

HDR has used innovative methods to streamline the right of way process successfully on many projects including using ROW acquisition incentive programs and considering aggressive conditional ROW clearances when developing the project ROW schedule. HDR also assisted CDOT in developing its Pilot ROW Program for ADA Curb Ramps, which has greatly reduced time and cost of ROW acquisition for CDOT's projects updating curb ramps to ADA standards. It is important to note that most of these innovations are allowed by the URA and CDOT ROW policies and procedures. HDR will discuss these innovations with the City to determine if the City is interested in adopting some or all of the Measure 2A projects.

### Condemnation

HDR's primary goal in all of its ROW projects is to work effectively with landowners to obtain consensual agreements and avoid eminent domain, or condemnation, so it is only used as a last resort.

In addition to these efforts, we have found that acquisition incentive programs, as described above, further encourage agreements and limit the possibility of condemnation.

Despite such efforts, condemnation, if allowed by the City, is sometimes needed to resolve a challenging negotiation. If any acquisition needs to be resolved through eminent domain, and the City authorizes condemnation, Greg Jamieson, is uniquely qualified to work with the attorney handling such acquisitions. Greg was an Assistant Attorney General for five years representing CDOT in condemnation actions prior to joining CDOT as a ROW Manager. (Greg placed his

## USE OF INNOVATIVE METHODS

HDR has successfully used innovative methods to streamline the ROW process on many projects. These are proven methods and techniques to shorten the ROW process.

- **An acquisition incentive** includes an offer to landowners of an additional payment over and above the just compensation offer, if the landowner signs an agreement in a certain time frame (usually within 30 days of the offer). If the pre-construction phase of a project is on an aggressive schedule, an incentive program can compress the ROW schedule and improve the likelihood of meeting or beating the greater project schedule.
- **A conditional ROW clearance** is a ROW clearance allowing advertisement for construction bids and start of construction, if necessary, when all of the ROW needed for the project has not been obtained. The schedule for delivery of the unacquired ROW parcels is included in the construction bid package, so the contractor can consider the time frame for delivery of these few parcels in its construction schedule. HDR has effectively used conditional ROW clearances as an innovation to compress ROW schedules.
- HDR helped CDOT develop the **Pilot ROW Program for Curb Ramps**, a new streamlined process to clear ROW for its effort to upgrade 18,000+ curb ramps to Americans with Disabilities Act (ADA) standards. The Pilot Program dramatically compressed ROW schedules and significantly decreased ROW costs for CDOT curb-ramp-only projects, by substituting one-page exhibits developed from aerial photography, GIS, and plats as the descriptions for the small pocket easements needed for these projects (instead of surveys, ROW plans, and metes and bounds legal descriptions, which can be costly and time-consuming to prepare). The same offer amount, which includes an incentive-over-fair-market-value, was then offered to each landowner in a corridor. The program relies on land owner willingness to participate.

license to practice law on an inactive status several years ago).

## Relocation

The ROW impacts for the Measure 2A projects in the RFP indicate that three relocations will be required. HDR's team has experience with business and residential relocations. Greg Jamieson has managed a number of large ROW acquisition/relocation projects. Lisa Gerondale is the HDR relocation lead and subject matter expert. Greg, Lisa, and Carlos Pietri are all on CDOT's approved list to provide relocation services. Being displaced by a project acquisition and relocated is challenging for the occupants that are displaced. HDR's relocation team understands these challenges and will give displaced occupants the time, attention, and education they need to understand the relocation benefits available to them under the URA program and to timely find, secure, and get moved into a replacement property.



## 4. Quality Assurance and Records

Every City project calls for a high level of accountability, and HDR's attention to detail and adherence to standards leads to successful outcomes. The HDR ROW team will meet with the City at the beginning of the project to determine City-approved ROW and relocation forms are used during the ROW process. Documents generated by members of the HDR ROW team will be reviewed and revised by a different member of the HDR ROW team before submitting to the City for review and approval. This is the established standard procedure for the HDR ROW team. After such internal review, ROW documents will be submitted to the City for review and approval before being submitted to landowners or displaced occupants. Acquisition and relocation negotiation logs will be updated as soon as reasonably possible after HDR ROW team members' contacts with landowners and displaced occupants. Such negotiation logs will be cyclically reviewed by HDR ROW project managers. Consistent procedures and protocol for acquisition and relocation files will be established at the beginning of the project. ROW team members will keep such files up to date. HDR ROW project managers will selectively audit files during the project. The status of each acquisition and relocation will be provided to the City's project managers at cyclical ROW project status meetings. City decisions on acquisition settlements and relocations will be documented in the acquisition and relocation files.

HDR will submit two complete files for each parcel, one original and one duplicate, to the City project manager. The files will include any and all documents affecting the parcel, including but not limited to appraisals, value findings/fair market value determinations, negotiation logs, letters, memos, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and other documents as needed.

## 5. Deliverables

Sample deliverables for ROW projects may include the following.

### Project Management

- ROW schedule, updated as needed
- ROW cost estimate, updated as needed
- Acquisition and relocation tracking sheets, updated cyclically as requested

### ROW Plans, or Key Map and Metes and Bounds Parcel Descriptions

- Title commitments as required by the City
- Right of entry, as required by the City

### Valuation

- Waiver valuations (no appraisal) for parcels with an estimated values of \$25,000 or less, at City's discretion
- Draft appraisals, as needed and approved by City
- Final appraisals completed after appraisal review, if any
- Landowner appraisals, if tendered for review
- Appraisal review report for review of landowner appraisals

### Acquisition Negotiation

- Notices of Interest
- Offer packets
- Negotiation logs
- Memorandum of agreements and other documents evidencing agreements reached with landowners

- Closing packets including final recorded conveyance document including deeds and easement agreements
- Requests for filing condemnation, if needed
- Final acquisition files for delivery to the City

### Summary

HDR has the expertise, experience, and innovation to effectively address the concerns for ROW acquisition for the Measure 2A projects. The HDR difference will result in a shorter ROW process and opportunities for cost savings along the way.



References



# References

**Reference: Town of Minturn**

Michelle Metteer  
 Town Manager  
 301 Boulder Street, # 309  
 Minturn, CO 81645  
 manager@minturn.org  
 970.827.5645, ext. 8

The HDR team has worked with Michelle Metteer and the Town of Minturn on the US 24 - Minturn Main Street Pedestrian Project.

**Reference: Douglas County**

Art Griffith,  
 Transportation Capital Improvements Manager  
 100 Third Street  
 Castle Rock, CO 80104  
 AGriffit@douglas.co.us  
 303.663.6237

HDR has worked with Art Griffith on the following Douglas County Public Works projects:

- US 85, C-470 to Highlands Ranch Parkway
- C-470 Trail Over Yosemite
- US 85, Sedalia to Daniels Park Road

Greg Jamieson, as a CDOT ROW Manager, worked with Art Griffith on the US 85 Flyover Bridge Ramp to C-470 project.

**Reference: CDOT**

Tim Woodmansee  
 Region 3 Right of Way  
 Manager  
 222 South 6th Street, Room 317  
 Grand Junction, CO 81501  
 tim.woodmansee@state.co.us  
 970.683.6224

HDR has worked with Tim Woodmansee on the following CDOT Region 3 projects:

- ADA Pilot Curb Ramp Projects for Montrose, Craig, Rangely and Hayden
- Right of Way Impact Analysis of Alternatives Considered for US 6C Clifton Phase 1 Project
- I-70 Vail Underpass

*"I just wanted to take a moment and tell you how pleased I am to have had Lisa Gerondale help CDOT out with both ROW acquisition and project management. Lisa's skills have proved invaluable on a large I-25 project in which she performed both ROW acquisition and project management. Her skills on the I-25 job have helped CDOT provide timely ROW acquisition for a large, high profile project. She is also providing much needed project management on one of Region 4's largest endeavors, the US 34 Big Thompson project. We are just getting started on this project but her project management skills have already shown that she is quite capable in this capacity and she is a very valuable member of our project team.*

*I also had the pleasure of having Lisa work for me at CDOT for several years prior to her joining the private consultant world. Her presence on a team is what has caused me to hire both your firm and the firm she worked for prior to her working at HDR.*

*All in all I just wanted to let you know about the awesome work Lisa has provided in the past and I'm sure will continue to provide to CDOT. You are extremely lucky to have her on your team."*

*Bob Grube, Right of Way Manager, CDOT Region 4 Right of Way Unit*



**COLORADO**  
Department of Transportation

Region 3, Right of Way Unit  
222 South 6<sup>th</sup> Street, Room 317  
Grand Junction, CO 81501-2769

May 31, 2016

Mr. Greg Jamieson  
Senior Right-of-Way Manager  
HDR  
1670 Broadway, Suite 3400  
Denver, CO 80202

Dear Greg,

As I finish my career with CDOT, I want to let you know how much help you have been to me and Region 3 in your capacity of consulting ROW Manager. Our ROW Unit had some challenges with the boundary change that added Summit County to the 14 counties in our Region. Then further challenges came with two >\$20M RAMP projects, for which you managed the ROW phases for us.

The RAMP project at Vail you managed is to construct an I-70 underpass to connect the north and south frontage roads with roundabouts at these new intersections. This project required several acquisitions of private property, and you met with landowners, connected with local stakeholders, communicated with engineering, facilitated liaisons with legal representatives, and worked with our acquisition consultant, TRS. This is a very complex project and you handled it masterfully.

The RAMP project known as SH9 Iron Springs is a realignment of Highway 9 from its present location between Breckenridge and Frisco adjacent to Dillon Reservoir to a virgin alignment through Summit County and Forest Service property. This is another very complex project with several stakeholders involved in this project in addition to the County and Forest Service; others include the Conservation Land Trust, Denver Water, the School District, and the Town of Frisco. You adeptly brought all these diverse interests together and authored agreements that moved the acquisition of property needed from these entities for new rights-of-way to an amenable and successful conclusion.

Greg, you brought to our projects your experience, diplomacy, and expertise in right-of-way, and the Region and I are very appreciative of your extremely capable and competent performance. These projects are under construction and we could not have gotten there without your assistance and significant management skills. Thank you!

Sincerely,

Kathy Freeman, Manager  
Region 3 Right-of-Way



Fee Proposal

# Fee Proposal

HDR 2020 RATES	2020 HOURLY BILLING RATE*
Project Principal	\$210
Project Manager	\$180
ROW Agent 3	\$115
ROW Agent 2	\$95
ROW Agent 1	\$78
Project Controller	\$93
Administrative	\$69

**Please note:** A detailed scope will be provided for the acquisitions on a project basis. HDR's team will negotiate a fee on a per acquisition basis that will be competitive to prevailing rates in the area.

APPRAISERS	
Appraisal Firm	2020 Rates
<b>HDR</b>	
▪ Konrad Vallard	
Rate for Appraisal Review	\$2,200 appraisal review
<b>Bonnie D. Roerig &amp; Associates, LLC</b>	
▪ Bonnie Roerig, MAI, AI-GIS	
▪ Sharon Rahn	
* Rate for preparation and delivery of appraisal	Up to \$6,000/appraisal
Rate for Appraisal Review (Bonnie Roerig only)	\$2,200 appraisal review
Bonnie Roerig hourly rate for condemnation support, if needed	\$325/hr
Sharon Rahn hourly rate for condemnation support, if needed	\$210/hr
<b>Lisa A. Roberts, SRA</b>	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$250/hr
<b>Patrick McManus</b>	
Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$220
<b>B&amp;B Appraisal Inc.</b>	
▪ Kevin A. Sawyer	
* Rate for preparation and delivery of appraisal	\$3,500 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$150/hr
<b>N&amp;A Nisley &amp; Associates</b>	
<b>JP Nisley, MAI, R/W-AC</b>	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$200
<b>Robert Stevens, MAI, SRA</b>	
* Rate for preparation and delivery of appraisal	\$4,000 to \$6,000/appraisal
Hourly rate for condemnation support, if needed	\$275/hr

\* Depending on number of appraisals in the assignment - economy of scale - and complexity of appraisals assigned.



# Fee Proposal

TITLE COMMITMENTS AND CLOSING FEES	
Abstract & Title Co. of Mesa County	2020 Rates*
Ownership & Encumbrance Report	\$65 per O&E
Title Commitments	\$625 per Commitment (includes updates)
Closing Fees	\$200 to \$300 per closing (depending on complexity)
Heritage Title Company	2020 Rates*
Ownership & Encumbrance Report	\$5 per O&E
Title Commitments	\$550 per Commitment (includes updates)
Closing Fees	\$500 Closing Fee Per File

*Title Insurance Policies are based on the amount of insurance requested, which is typically the amount of just compensation paid.*

DIRECT EXPENSES	
CATEGORY	COST
Mileage	\$.575/mile
Printing/Reproduction	At Cost
Fees for Recording Documents	Actual Amount at Cost
Meals	Actual Amount at Cost
Lodging	Actual Amount at Cost

*\* New rates will be negotiated for calendar years 2021, 2022, and 2023.*

Legal Proceedings/Lawsuits

## Litigation Statement

In today's legal environment, claims and litigation are a reality for any large participant in the construction industry. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your project. If necessary, we would be willing to meet in person with your selection committee with appropriate confidentiality agreements, to discuss the merits or background of past claims. There are no claims or litigation that would have a material impact on our financials or our ability to perform your projects. HDR has maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Additional Data

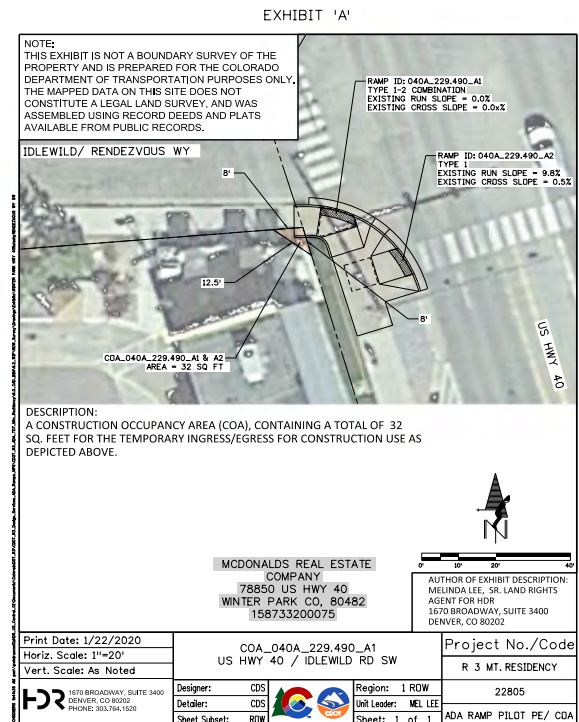
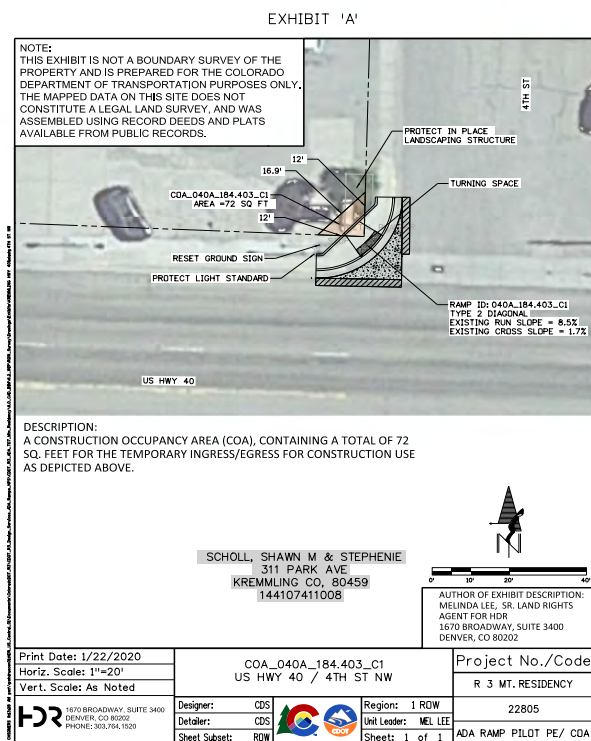


# Additional Data

## I. In-House Services

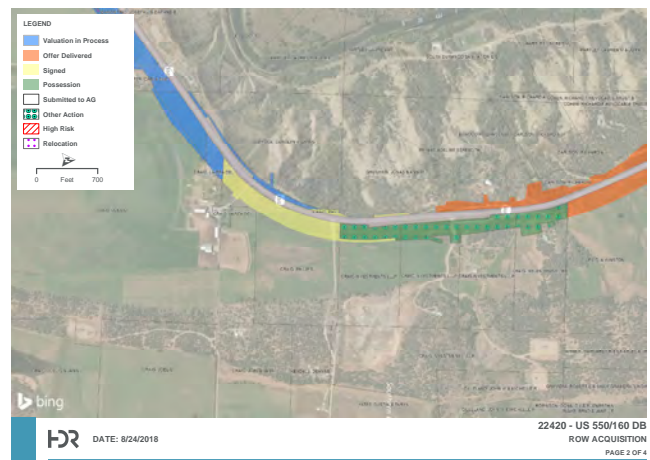
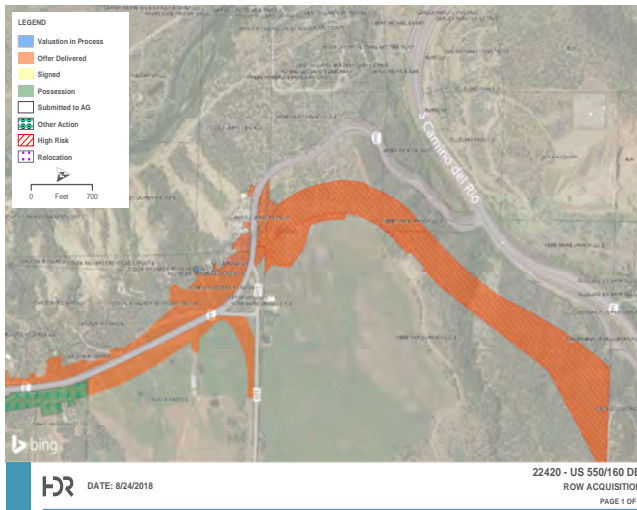
HDR's collaborative culture translates into our ability to offer you an integrated, in-house team of diverse expertise in these additional services, from Right of Way Tracking and GIS, to Subsurface Utility Engineering, to Strategic Communications.

**Curb Ramp Exhibits.** Examples of the one-page exhibits from the Pilot ROW Program for ADA Curb Ramp Projects, explained on page 16 of the proposal, are as follows.



# Additional Data

**Right of Way Tracking and GIS.** HDR's access to in-house GIS expertise can provide useful mapping tools, often to communicate project status through stages of the ROW process from Right of Entry, valuation and active negotiation through to clearance for construction activity. A sample of ROW Acquisition Tracking Maps developed for use during CDOT's US 550 Design-Build project is shown below.



# Additional Data

**Strategic Communications Group and ROW/Strategic Communications Collaborations.** HDR has a seasoned Colorado and National Strategic Communications Group that prepares resources for and designs public involvement initiatives, communication and branding, and facilitation and mediation. A portfolio of these Strategic Communications services can be viewed at: [hdrinc.com/strategic-communications](http://hdrinc.com/strategic-communications).

HDR's ROW Group has included the Strategic Communications Group to develop materials and design approaches to certain unique ROW issues. An example includes public involvement materials describing the ROW process and highlighting explanations of the ROW process developed for public meetings. Our graphic artists can assist in developing materials helpful in resolving case-specific ROW issues. The ROW and Strategic Communication Groups often collaborate in a partnering sessions focused on streamlining ROW processes for large projects.

HDR's Strategic Communications Group is available as needed for these services, others that may arise, and to assist with issues outside of the ROW realm. Examples of some of the materials HDR's Strategic Communications Group has developed are shown below.



**IRSEA**  
**Harris Park Rebuild Update**  
**CONTINUING TO PROVIDE RELIABLE SERVICE**  
**CONTRACT UTILITY WORKERS WILL NEED ACCESS ON YOUR PROPERTY**  
 As part of the Harris Park Rebuild project, HDR Engineering – a utility contractor for Intermountain Rural Electric Association (IREA) – will be conducting some permitting and utility location services that may require access on your property. This work is expected to start the week of March 22, 2022 and will continue through the next several months. The utility contractors will be wearing high-visibility safety vests while performing work.

**Harris Park Rebuild Project Area Map**

**HARRIS PARK REBUILD PROJECT BACKGROUND**  
 IREA, one of our great service providers in Colorado, will be identifying existing distribution lines and repairing damaged lines in your area. These changes will improve the reliability of our aging infrastructure and bring the portion of our service territory up to our current design standards and code requirements.

Questions? Contact Brooks Kaufman with IREA at 720.733.5453 or [brooks@irea.com](mailto:brooks@irea.com)

**ACTIVITY YOU CAN EXPECT**  
 You may receive a phone call or a friendly knock on your door asking for permission for the utility contractor to enter your property. We greatly appreciate your cooperation and assistance for this task. The timeline below will give you an idea on what activities to expect that when IREA and contractors will coordinate with neighbors on each edge of the project. We are also committed to keeping you informed and updated when any timeline updates occur.

**March 2022 - 3-4 Weeks**  
**INITIAL DATA GATHERING**  
 - Outreach with land owners to learn about impacts and needs  
 - Conduct utility location surveys collecting data on existing conditions, landmarks, and poles  
 - Conduct engineering surveys  
 - Review any IREA requests  
 - Some excavation photography

**August 2022 - 2 Days**  
**PRELIMINARY STAKING**  
 - Placing wood stakes and signs to clearly represent pole locations  
 - Conducting high-resolution aerial photography  
 - Some excavation photography

**Potentially Spring 2022 - 2 Days**  
**CONSTRUCTION STAKING**  
 - Placing wood stakes, signs, and pins that will mark final pole locations for lines and/or  
 - Conducting high-resolution aerial photography  
 - Some excavation photography

**Potentially Spring 2022 - 2 Day**  
**PRE-CONSTRUCTION MEETING**  
 - Meeting with all stakeholders to discuss any last-minute demands and access requirements  
 - A 2-page  
 - Site map with photos with signs and requests for coordination

**Potentially Summer 2022 - Month-Long**  
**CONSTRUCTION**  
 - Coordinating new line and removing out the old line  
 - Excavation  
 - Large-scale power line construction

**Fall 2022 - Month-Long**  
**FINAL WALK THROUGH**  
 - Meeting with the power line land address any remaining issues, retribution or concerns  
 - A 2-page  
 - Site map with photos with signs and requests for coordination

## Additional Data

**Subsurface Utility Engineering (SUE) and Utility Coordination.** HDR can provide assistance with SUE investigation and utility coordination for proposed improvements. The importance of fully comprehending utilities within a project corridor, to increase safety during construction and to prevent unnecessary complications during design delivery, are key elements in delivering a holistic and successful project. Early identification of and coordination with utilities that require relocation can often determine the successful outcome of a project.

HDR's SUE work includes records research, utility coordination, and investigation to verify that mapping reflects the actual location of the utility in the field. HDR's SUE team goes the extra step to provide the needed services by meeting with the utility owners to get the best available information for existing utilities. Collaboration between ROW and utility coordination are often essential and can be streamlined if managed together.

### SUE QUALITY LEVELS

Each quality level builds on information gained through lower level investigations, with Quality Level A incorporating four SUE levels. **HDR has the equipment and expertise to complete Quality Level B utility locating.**



#### Quality Level A:

Precise horizontal and vertical location of utilities is obtained by actual exposure and subsequent measurement of subsurface utilities/structures, usually at a specific point. Utility locations (X and Y and Z) are documented to project-specific parameters.



#### Quality Level B:

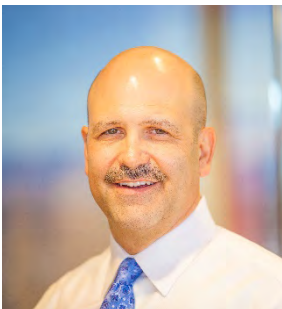
Appropriate surface geophysical methods are applied to determine the existence and approximate horizontal position of subsurface utilities. Data should be reproducible by surface geophysics at any point of their depiction and surveyed to applicable tolerances.



#### Quality Level C:

Visible above-ground utility features are surveyed and plotted. Professional judgment is then used to correlate this data to Quality Level D information.

## Appendix A: Resumes



## Greg Jamieson

Senior Right of Way Manager

### EDUCATION

Juris Doctor, Juris Doctorate, University of Denver, 1990

Bachelor of Science, Civil Eng/Construction Mgmt, Colorado State University, 1984

### PROFESSIONAL MEMBERSHIPS

International Right of Way Association, Member

### INDUSTRY TENURE

30 years

### HDR TENURE

5 years

Greg Jamieson is a Senior Right of Way Manager with comprehensive knowledge and experience managing public multi-million dollar right of way projects and programs. Greg's leadership, expertise and proven track record of meeting aggressive right of way project schedules while ensuring the considerate treatment of affected property owners, results in more effective delivery of right of way services for transportation projects. As a Consultant ROW Manager, Greg consistently develops innovative solutions for his client's most challenging ROW problems. Greg's talented and diverse HDR team has a proven track record of effectively working with its project teams to define, value, acquire, and clear ROW with ambitious schedules. Prior to joining HDR, Greg had over 14 years of experience as a CDOT Right of Way Manager, wherein his right of way teams successfully defined, valued and acquired right of way for some of CDOT's biggest design build corridor projects, including T- REX, US 36 Managed Lanes and US 6 Bridges. Greg is always innovating and collaborating with clients, stakeholders and other project disciplines to redefine the boundaries of what's possible with right of way project delivery. Greg is approved by CDOT to perform right of way acquisition, business relocation and residential relocation on CDOT projects and local agency projects requiring CDOT oversight.

### RELEVANT EXPERIENCE

#### **Douglas County, US 85, C-470 to Highlands Ranch Parkway, Highlands Ranch, CO**

Greg's HDR ROW Team provided strategic ROW consulting, working with the environmental, design, utilities and public involvement teams to identify and obtain approval for a preferred alternative widening Santa Fe in this segment, that includes two new continuous flow intersections. Greg and Konrad Vallard, his Co-Project Manager, then led a successful effort to define, value and acquire the significant right of way needed for this project. HDR worked with Douglas County to develop and implement an aggressive acquisition incentive program. Most of the initial offers to landowners were made from February to April 2018, as appraisals were delivered. As a result of the incentive program, most to the 80+ parcels were acquired by June 2018.

#### **CDOT R3, US 6C Clifton, Phase 1 Right of Way Impacts Analysis, Clifton, Colorado**

HDR's ROW Team prepared a report analyzing nine different ROW variables for eight different project design alternatives. The ROW impacts report was used a decision making tool to determine the selected alternative for this project.

#### **CDOT Pilot Right of Way Program for Curb Ramp Projects, Statewide Colorado**

Greg worked with CDOT in their development of a streamlined ROW process for projects to upgrade approximately 18,000 curb ramps to Americans with Disability Standards. The Pilot Program significantly reduces the ROW schedule and ROW administrative costs for these projects by substituting simple one-page exhibits developed from GIS and plats for survey, ROW plans and metes and bounds legal descriptions, and streamlining the valuation and acquisition negotiation phases by making the same offers to all landowners in a project and using a simple agreement and closing process for this voluntary program. Greg's team has helped Region 3's

Durango ROW Team, Region 1's Denver ROW Team and Region 4's Greeley ROW team in successfully implementing this program on six projects, with more projects in development.

**CDOT R3, I-70 Vail Underpass, Vail, CO**

This project constructed a new underpass under I-70 between the Main Vail Ski Area and West Vail exits connecting the north and south frontage road, inclusive of two new roundabouts for each frontage road/underpass connection. Greg assisted the CDOT Region with all aspects of the ROW process. Greg's effective project management helped the timely completion of ROW plans, appraisals, appraisal review and acquisition negotiations from all but one ownership needed for the project, which led to CDOT issuing a conditional right of way clearance that allowed for an early enough construction start to meet the aggressive construction schedule. Greg also worked effectively with CM-GC design and construction team to coordinate ROW requirements so they successfully accommodated design and construction considerations.

**CDOT R3, SH 9 Iron Springs, Frisco, CO**

Assisted Region 3 with the management of all phases of the ROW process for a project to construct a 4 lane section of SH 9 on a new alignment, and relocate the Blue River Bikeway to the existing highway alignment adjacent to Dillon Reservoir. Greg negotiated complex right of way agreements with the United States Forest Service, Summit County, the Town of Frisco, the Continental Divide Land Trust (CDLT) and Denver Water. Innovations included a land trade agreement between CDOT, Summit County and CDLT that included removing a conservation easement on right of way needed for the new SH 9 highway alignment and moving it to the right of way upon which the realigned bike path will be located.

**CDOT R4, US 34 Big Thompson Canyon Permanent Repairs Project, Loveland to Estes Park, Frisco, CO**

Assisted Region 4 ROW team, working with CM-GC team, on significant project making permanent repairs to the Big Thompson Canyon for better resiliency for future flooding events. Developed budgets, scheduling and resources allocation to define, value and acquire ROW needed from numerous owners to support aggressive preconstruction schedules for construction packages. Solved numerous complex ROW problems. Negotiated possession and use agreements with City of Loveland and Larimer County critical for early construction. Greg's HDR ROW team also negotiated the acquisition of many parcels needed for two of the construction packages.

**Commerce City, Highway 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, Commerce City, CO**

HDR purchased the right of way needed for a project improving a 7-mile segment of Highway 2 that added travel lanes, a bicycle pedestrian trail and other amenities, and companion project that made roadway improvements associated with a new Recreation Center. For these projects, 52 parcels were needed from 15 owners. Most of the ROW acquisition for the projects, including a complex donation from a developer, is complete. HDR's innovative use of waiver valuations saved time and money for this project.



# Konrad Vallard

Project Manager

Konrad Vallard is a Proven Project Manager and Certified General Real Estate Appraiser and Real Estate Acquisition Agent. He has extensive Colorado real estate appraisal experience with over 10 years specific to eminent domain. Konrad previously worked for the Colorado Department of Transportation as an appraisal reviewer in CDOT Region 3 (Grand Junction) and CDOT Region 1 (Denver). He is on CDOT's approved appraisal and qualified review appraiser list. He has completed eminent domain appraisals, conducted eminent domain appraisal reviews, and managed appraisal contracts for full and partial acquisitions of vacant land, commercial, industrial, residential, and agricultural properties. He effectively co-managed a very successful ROW process for Douglas County's project improving US 85, from C-470 to Highlands Ranch Parkway. Currently he is managing appraisal subconsultant for contract reviews for CDOT's I-25 managed lane project segments 7 and 8. Appraisal highlights include appraisal procurement and management for Douglas County US-85 Highlands Ranch Pkwy to C-470, appraisal procurement and review for the Central 70 Project in Denver, I-70B, Grand Junction, CO, and Eagle Interchange, Eagle, CO. His valuation experience includes a diverse range of projects throughout the West Slope, Colorado High Country, and Front Range. Konrad has over five years of real estate acquisition experience and understands the Right of Way process from scoping to close. This includes title procurement and review, plan review, cost estimating, valuation, acquisitions, negotiations, and closing.

## EDUCATION

Bachelor of Science in Business Administration (Dual Emphasis: Finance and Administration, Minor: Economics), University of Montana, Missoula, MT

## LISCENSING

Certified General Appraiser – CG40030964

Notary Public, Colorado

CDOT Qualified Appraiser and Review Appraiser

Approved -CDOT Qualified Acquisition Services List

## PROFESSIONAL AFFILIATIONS

Candidate for Designation of the Appraisal Institute

IRWA

## INDUSTRY TENURE

25 years

## HDR TENURE

3 year

## OFFICE LOCATION

Denver, CO

## RELEVANT EXPERIENCE

### US 85 C-470 to Highlands Ranch Pkwy - Right of Way (ROW) Acquisition and Co-Project Manager, *Highlands Ranch/Littleton, CO*

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. This project includes several complex acquisitions as well as facilitation of agreements with governmental and quasi-governmental agencies. Tasks included Co-Project Management coordinating submittal of Douglas County/CDOT joint application to Transportation Commission for acquisitions, preparation of CECE and Chief Engineers Memo, project tracking, reporting, planning and status meetings, appraisal scoping, contracting and management, and acquisition and acquisition oversight. Right of Way is on schedule to meet the proposed advertisement and construction schedule dates.

### CDOT R3, US 6C Clifton, Phase 1 Right of Way Impacts Analysis, *Clifton, CO*

Konrad participated in HDR's preparation of a report analyzing nine different ROW variables for eight different project design alternatives. He contributed to the valuation portion of the analysis, including case specific damages to the remainder investigations for certain properties. The ROW impacts report was used by CDOT and its local government partners as a decision making tool to determine the selected alternative for this project.



**Minturn, US 24 Main Street Pedestrian Project, Right of Way (ROW) Acquisition and Co-Project Manager, *Minturn, CO***

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include property management, inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting, planning and status meetings and acquisition and acquisition oversight. Right of Way is on track to support the proposed advertisement and construction dates.

**CDOT HQ / R1, R3, R4 Curb Ramp Pilots**

Assisted with planning, research and cost estimating for initial curb ramp pilot program in the Denver Metro area, R3 Montrose, Craig, Rangely, Winter Park, Kremmling and Walden projects, and Region 4 Boulder and Loveland Projects,. This included analysis and review of initial ramp locations ultimately vetted by the project team to four acquisitions recommended for the project.

**NON-HDR EXPERIENCE**

**CDOT, Right of Way Acquisition SH 40 and CR 129, *Steamboat Springs, CO***

Project consisted of a new traffic signal at US 40 and Elk River Road, the addition of auxiliary lanes, a dual left turn lane from southbound Elk River Road to eastbound US 40, improved pedestrian facilities, improved drainage facilities, and a full asphalt overlay. Project impacted 11 private ownerships. Completed project plan and title review, cost estimates, schedules, inspections, appraisal coordination, notice of interests, preparation and presentation of initial offers, negotiated agreements and completed closings as needed.



## Lisa Gerondale

Acquisition/Relocation Manager

Lisa works all aspects of ROW acquisition, relocation and management for transportation and utility projects, including scoping, planning, scheduling, budgeting, land owner negotiations, title review, value findings, document preparation, and closing services. She specializes in managing the ROW process for alternative delivery projects including coordination with survey for timely delivery of ROW plans, coordination with consultant resources for appraisal and negotiation services, and working with clients to solve complex ROW problems with creative and pragmatic solutions. She understands acquiring property in accordance with the URA, including appraisal, negotiation, and relocation requirements. Lisa has successfully managed the acquisition of ROW for transportation projects from rural projects with complicated impacts to irrigation facilities and farm operations, to high-profile urban projects impacting access, and real property improvements.

### EDUCATION

Bachelor of Arts, Political Science/Government, Eckerd College, 2002

### INDUSTRY TENURE

12 years

### HDR TENURE

4 year

### OFFICE LOCATION

Denver, CO

### RELEVANT EXPERIENCE

#### **CDOT, US 160 and 550 Design Build Project**

Managed the Right of Way process for this \$96M design-build project. Worked with the project design team to advance the right of way process, identify risks related to right of way acquisition and relocation and propose solutions to mitigate risk. Also lead negotiations for complex acquisition negotiations and proposed creative solutions to achieve consensual agreements. Participated in efforts to draft the ROW section for the design-build RFP, assisted CDOT with developing delivery dates to the contractor for on-going negotiations and worked with project team to develop Right of Way status tracking tools.

#### **CDOT, US 34 Big Thompson Canyon CM/GC Project**

Co-managed the ROW process including management of consultant ROW resources, coordination with CDOT and the construction contractor to develop a realistic schedule for delivery of ROW, and project tracking to ensure timely delivery of ROW consistent with the developed schedule. Attended public meetings to explain the ROW process and attended preliminary meetings with landowners to early identify landowner concerns to take into consideration during the design process. Worked closely with the design team, construction contractor and CDOT to analyze potential impacts to adjacent properties, identify risk with the associated impacts and to meet with landowners in the corridor in an effort to early identify and propose solutions for complex issues.

#### **US 85 PEL, Douglas County, Highlands Ranch, CO**

The HDR ROW Team provided strategic ROW consulting, working with the environmental, design, utilities and public involvement team to identify and obtain approval for a preferred alternative widening Santa Fe in this segment, that includes two new continuous flow intersections. HDR's team developed ROW estimates and schedules. Lisa participated in targeted ROW meetings to discuss impacts and explain the ROW process to landowners with unique concerns.

#### **CDOT HQ, SH 550 Right of Way (ROW) Acquisition, Durango, CO**

This project is a proposed widening of US 550 from Kirby Lane to CR 214 from a two- to four-lane highway. Lisa assisted with the project management and acquisition

efforts, which include complex partial acquisitions requiring modification of above ground irrigation sprinkler systems and relocation of irrigation ditches and pipes. This project required acquisitions from 34 ownerships including 13 waiver valuations and 23 complex personal property relocations in compliance with the Uniform Act and Chapters 4 and 5 of the CDOT Right of Way Manual.

**State Highway 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, *City of Commerce City, CO***

HDR's ROW Team provided strategic ROW consulting, working with the design, utilities and public involvement team to identify the selected alternative for this project that will improve a seven-mile segment of Highway 2, adding travel lanes, a bicycle pedestrian trail and other amenities, and companion project that will make roadway improvements associated with a new Recreation Center. HDR's team acquired the ROW for the projects, both of which are under construction. ROW acquisition for the project included a complex donation from a developer. Lisa completed a complex business relocation required for the project. HDR's innovative use of waiver valuations saved time and money for this project.

**North I-25 (120th Ave. to SH 7), *Northglenn/Thornton/Westminster, CO***

HDR and Lisa Gerondale assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners. Lisa's ability to coordinate effectively with two additional consultant acquisition firms proved valuable for this very important project.



## Carlos (CJ) Pietri, RWA

Acquisition/Relocation

CJ is a Real Estate Services Agent who specializes in landowner negotiation, preparation of waiver valuations, property closings, personal property relocation, quality assurance and quality control, and title review. CJ has timely and effectively negotiated acquisitions, and completed personal property relocations, from many different persons and entities in both rural and urban settings. Prior to joining HDR, CJ successfully negotiated surface use and access agreements for a variety of oil and gas projects with complicated impacts to farm operations, urban development, and wildlife.

### EDUCATION

Bachelor of Arts in Business Administration, Professional Land and Resource Management Emphasis, Western State College, Colorado, 2009

### PROFESSIONAL MEMBERSHIPS

International Right of Way Assn.

### INDUSTRY TENURE

10 years

### HDR TENURE

4 years

### OFFICE LOCATION

Denver, CO

### RELEVANT EXPERIENCE

#### **US 85 C-470 to Highlands Ranch Pkwy, Highlands Ranch/Littleton, CO**

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. CJ successfully negotiated with 18 property owners to acquire property for the project, including property interest from multiple larger corporations.

#### **CDOT Region 5, US 160 Passing Lanes (North of Towaoc), Cortez, CO**

HDR was chosen to acquire right of way from 11 owners for the construction of passing lanes on US 160 between Towaoc and Cortez. CJ successfully negotiated the necessary acquisitions from all owners. In addition, CJ reviewed the title commitments and completed one personal property relocation.

#### **SH 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, City of Commerce City, CO**

As part of the Highway 2 Corridor project, a 7 mile-long enhanced multi-modal facility was designed that included a combination of shared use path along with enhanced on street bicycle facilities as the facility transitions through five distinct land use areas. CJ reviewed all of the title work for the project, prepared waiver valuations, and completed negotiations with 13 owners for parcels needed for the project, including a complex acquisition of property interests previously owned by the Rocky Mountain Arsenal, which included challenging environmental contamination considerations. CJ performed extensive quality assurance and quality control for this project.

#### **North I-25 (120th Ave. to SH 7), Northglenn/Thornton/Westminster, CO**

HDR assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR has acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners.

#### **Minturn, US 24 Main Street Pedestrian Project, Right of Way Acquisition, Minturn, CO**

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting,

planning and status meetings and acquisition and acquisition oversight. Right of Way is on track to support the proposed advertisement and construction dates.

**Quebec St., 13<sup>th</sup> Ave to 26<sup>th</sup> Ave Proposed Right of Way, *Denver, CO***

CJ participated in HDR's preparation of a report analyzing four different Right of Way impact scenarios to estimate the cost of Right of Way acquisition for future potential road construction on Quebec Street. The report was used to determine the feasibility and potential costs for future Right of Way acquisitions.

**Colfax Curb Ramp Project (Clarkson St. to Colorado Blvd.), *Denver, CO***

HDR acquired 30 temporary easements from 25 ownerships for the construction of curb ramps in compliance with the Americans with Disabilities Act. The project utilized the use of an incentive program to meet the project's schedule. CJ prepared waiver valuations and worked with 13 owners to timely acquire 14 temporary easements to meet an aggressive construction schedule.



## Erin Begier, SR/WA

Acquisition & QA/QC

With 20 years of experience in land rights acquisition services, Erin is a Senior Real Estate Specialist at HDR. She specializes in right of entry (ROE) and right of way (ROW) related tasks with a focus on public information campaigns and project outreach involving stakeholders and the public. Erin's strong people skills and ability to develop positive and productive landowner relations help her maintain a pivotal role in bridging the gap between important project field contacts and the requisite data collection as associated with a successful public information and outreach campaign. She also has extensive real estate training and certification/licensure, and she has authored user manuals, best practices, and workflow instructions utilized by HDR's ROW team. Erin has participated in State Highway ROW experience including acquisition, relocation and title/escrow work under the Uniform Act including value findings, property management, and project management.

### EDUCATION

Bachelor of Business Admin, Business Administration/Mgmt., University of Phoenix, Arizona (UPOX-AZ), 2002

Certificate, Elementary Teacher Education, University of Phoenix, Arizona (UPOX-AZ), 2003

Associate of Business Admin, Business Administration/Mgmt., Columbia College, California, 2000

### REGISTRATIONS

MS Cert App Specialist  
Master

### PROFESSIONAL MEMBERSHIPS

International Right of Way Association (IRWA)

### INDUSTRY TENURE

20 years

### HDR TENURE

12 Years

### OFFICE LOCATION

Denver, CO

### RELEVANT EXPERIENCE

#### **North I-25 (120th Ave. to SH 7), Northglenn/Thornton/Westminster, CO**

HDR assisted with the acquisition for CDOT's North I-25 project north of 120th Ave. HDR has acquired parcels from 23 owners and is currently completing 16 personal property relocations. This project includes acquisition from residential, business and local agency landowners.

#### **Tri-State Generation and Transmission, South Weld Expansion Project (115kV and 230kV), Weld County, CO**

This multi-year project which will extend critical Tri-State G&T infrastructure into areas requiring load increases due to extensive oil and gas development in the Niobrara Basin of Colorado. As an experienced ROW field agent, Erin provided a full complement of ROW services, database and document creation and maintenance along with current status reports and GIS mapping for the 6 segments containing 200+ landowners. These acquisition programs were advanced on a statutory basis, and included a full regiment of QA/QC for title, appraisal, and survey deliverables.

#### **City of Westminster, Little Dry Creek Interceptor, Westminster, CO**

Erin is a critical component of the City of Westminster Little Dry Creek Interceptor project team. Working under both voluntary and statutory acquisition programs, Erin has successfully negotiated early ROE and both permanent and temporary land rights needed in support of the project. This project crosses both urban and rural settings, and has involved restoration and damage settlement strategies for commercial, industrial, and agricultural operations.

#### **Denver Water North System Renewal Project, Denver, CO**

For the Denver Water North System Renewal project, Erin functioned in two key roles for the project team. In addition to advancing daily outreach and land rights tasks associated with the construction of a new, 84" water pipeline, Erin also coordinated the evaluation of extensive landowner and property data. This data was used in large

part towards development of customized land restoration and damage settlement plans. Erin also negotiated new permanent and temporary easement acquisitions necessary to support the project.

**Tri-State Generation and Transmission, JM Shafer Raw Water Pipeline Project**

Acquisition of permanent and temporary easements for 14,000 L.F of 20" diameter raw water pipeline to deliver water to Tri-State's JM Shafer generation plant in Fort Lupton. HDR Siting and Land Rights efforts included land ownership and title research, securing Right of Entry, preparation of easement and offer documents, coordination of survey exhibit preparation, acquisition negotiations with landowners, and coordination of restoration and damages settlements. Efforts also included coordination of agreements with numerous oil and gas developers for crossings of their facilities.

**United Power, 65kV Conversion, Hudson Feeder, and Silicon Solar Transmission Project**

United Power's multi-year 65kV Conversion project grew and extended into the additional projects of Hudson Feeder and the Silicon Solar Ranch projects, which expanded the redundancy of their system across Weld County from 5 miles to 20 miles. Erin was responsible for good faith negotiations, document and exhibit preparation, along with coordination of post construction restoration and damage settlements.

**Midwest Energy Seguin-Pheasant Run 115kV Transmission Project**

Erin was a key ROW team member responsible for advancing statutory acquisition activities required in support of the construction of Midwest's new 115kV transmission line facilities. The Seguin-Pheasant Run 115kV project extends across two County jurisdictions and is 35 miles in length. On a daily basis, Erin was responsible for title vesting, valuation determinations, document and exhibit preparation, good faith negotiations, and coordination of restoration and damage settlements.



# Claudia Lopez, RWA

## Acquisition

Claudia Lopez is a Real Estate Services Agent who specializes in landowner negotiation, property closings, and personal property relocation. While at HDR, Claudia has successfully negotiated for right of way acquisition, coordinated personal property inspections with landowners, and completed waiver valuations for several projects.

### EDUCATION

Bachelor of Arts in Foreign Languages and Literature with minors in French and Portuguese, University of Havana, Cuba, 2009

### PROFESSIONAL MEMBERSHIPS

International Right of Way Association

Notary Public- State of Colorado

### INDUSTRY TENURE

9 years

### HDR TENURE

4 years

### LANGUAGES

Spanish, French, Portuguese

### OFFICE LOCATION

Denver, CO

### RELEVANT EXPERIENCE

#### **US-85 C470 to Highlands Ranch Pkwy - ROW Acquisition, Highlands Ranch/Littleton, CO**

The project will expand US 85 to six lanes between Highlands Ranch Parkway and C-470, installation of continuous flow intersections at Highlands Ranch Parkway and Town Center Drive including a grade separated crossing for the High Line Canal Trail and various roadway, trail and sidewalk improvements. Tasks included project tracking, reporting, planning and status meetings, and acquisition and acquisition oversight. Right of Way is on schedule to meet the proposed advertisement and construction schedule dates.

#### **SH 2 Widening and Roadway Improvements for New Recreation Center at Second Creek, City of Commerce City, CO**

HDR's ROW Team provided strategic ROW consulting, working with the design, utilities and public involvement team to identify the selected alternative for this project that will improve a seven-mile segment of Highway 2, adding travel lanes, a bicycle pedestrian trail and other amenities, and companion project that will make roadway improvements associated with a new Recreation Center. HDR's team acquired the ROW or the projects, both of which are under construction. ROW acquisition for the project included a complex donation from a developer. HDR's innovative use of waiver valuations saved time and money for this project.

#### **CDOT R4, ROW Sterling "S" Curve Project, Sterling, CO**

CDOT Region 4 required acquisition services for 17 partial acquisitions from 16 ownerships for a project to optimize traffic operations and enhance safety along several streets, highways, and intersections within downtown Sterling. HDR was responsible for the acquisition and closing services for this project. An acquisition incentive program was approved and implemented for this project, allowing better negotiations with the landowners. Claudia was responsible for sending offer letters and follow up communication with landowners as part of the negotiation acquisition of all the parcels needed for the project. She successfully closed all of the acquisitions in record time, obtaining great recognition from our client.

#### **Minturn, US 24 Main Street Pedestrian Project, ROW Acquisition, Minturn, CO**

This project includes sidewalks and drainage improvements along Minturn's Main Street to improve safety and drainage in the area. The project originally consisted of 44 parcels from 38 ownerships, primarily temporary easements for sidewalk construction and driveway grading. Tasks include inspections, preparation and review of waiver valuation, coordination with CDOT oversight, project tracking, reporting,



planning and status meetings and acquisition and acquisition oversight. Right-of-way is on track to support the proposed advertisement and construction dates.

**Colfax Curb Ramp Project (Clarkson St. to Colorado Blvd.), *Denver, CO***

HDR was chosen to acquire 30 temporary easements from 25 ownerships for the construction of curb ramps in compliance with the Americans with Disabilities Act. The project used an incentive program to meet the project's schedule. Claudia worked with 10 owners to acquire 13 temporary easements and completed 13 waiver valuations as a part of this project.

**Arvada Carr Street Right of Way Arvada, *City of Arvada, CO***

HDR provided right-of-way services for five (5) properties along the west side of Carr Street for the City of Arvada for the City's project of curb, gutter and sidewalk construction. Claudia worked with all five owners and completed the acquisitions in a timely fashion.

**CDOT HQ, US 550 (Kirby Lane to CR 214) Right of Way, *Durango, CO***

This project widens US 550 from Kirby Lane to CR 214 from two to four lanes. Claudia was responsible for sending offer letters and follow up communication with landowners as part of the negotiation acquisition of numerous significant parcels needed for the project.



## Amy Borders, RWA

Acquisition & QA/QC

### EDUCATION

Bachelor Science, Business Administration/Management, Colorado Technical University

IRWA Course 100 Principles of Land Acquisition  
 IRWA Course 103 Ethics and the Right of Way Profession  
 IRWA Course 105 The Uniform Act Executive Summary

### PROFESSIONAL MEMBERSHIPS

International Right of Way Association (IRWA)—Right of Way Agent (RWA)

### INDUSTRY TENURE

13 years

### HDR TENURE

5 years

### OFFICE LOCATION

Denver, CO

Amy Borders has over 11 years of land rights experience, much of which was supporting the land acquisition program for the Southern Delivery System project for Colorado Springs Utilities. This \$1.4 billion project governed by the Uniform Act included title research, environmental assessments, appraisal, land rights acquisitions, and construction oversight for a 62-mile water pipeline. Amy was responsible for coordinating closings with title companies, property owners and lenders for over 268 parcels involved in 2 counties on this very politically sensitive project. She excels in project coordination and organization, including title research, coordinating access with property owners, providing property owner and internal land acquisition updates, and coordinating with oversight in order to confirm that construction terms were met by field crews supporting the project. Amy worked directly with title companies, appraisers, surveyors, auditors, attorneys and environmental engineers to coordinate their services.

### RELEVANT EXPERIENCE

#### **City of Colorado Springs, Platte Avenue over Sand Creek, Colorado City, CO**

This project involves the design of a replacement structure for E. Platte Avenue over Sand Creek in Colorado Springs, CO. Acting as the prime consultant for the City, HDR is performing all project management and environmental permitting work and is doing both preliminary and final design for roadway, bridge and traffic. HDR's sub consultants are performing drainage and creek hydraulic design, geotechnical investigations, surveying and right-of way acquisition. The project includes improvements to the Sand Creek channel; grading work along the east creek bank and below the bridge for the proposed extension of the Regional Trail; replacement of the existing twin bridges with a single 200-foot long, 3-span prestressed concrete girder bridge; reconstruction of portions of the approach roadway to accommodate new shoulders, sidewalks and through lanes across the bridge and signalization of the intersection at Space Center Drive. Amy has provided assistant project manager duties and will be the lead negotiator for all acquisitions.

#### **Colorado Blvd. Reconstruction, Phase III, City of Idaho Springs, CO**

This project includes waterline, sanitary sewer and storm sewer reconstruction, bridge reconstruction, retaining wall construction and asphalt paving. The project will also construct curb, gutter and sidewalk through the corridor. Amy is in charge of requesting Temporary Work Permits from the owners of approximately 70 parcels along the corridor. Responsibilities include speaking with property owners about their specific concerns, working with the project team to resolve any owner concerns, revising permits to specific property owner needs, tracking property owner information and weekly reports to the project team.

#### **US 550 Highway Improvement, CDOT Region 5, Durango, Colorado**

This project is a Highway improvement project including the expansion from a two-lane highway to a four-lane highway, along a 12-mile stretch of US 550. Ms. Borders has supported the full spectrum of land rights tasking which includes attending and keeping meeting minutes at internal and external project meetings, speaking with property owners about easement acquisitions and general project concerns and

working with the project team to resolve any property owner concerns. Amy is also charged with tracking and reporting land acquisition progress.

**Ralston Creek Flood Risk Management Study, US Corp of Engineers, *City of Arvada***

The US Corp of Engineers and City of Arvada are undertaking a Flood Risk Management Study along the highly urbanized sections of Ralston Creek within the City of Arvada. HDR's Land Rights and ROW team's work on the project includes coordinating ROE, researching property rights and vesting, developing a Preliminary Real Estate Plan with mapping, and developing a detailed recommended Real Estate Plan which considers and includes appraisal and acquisition cost estimates, relocation requirements and associated costs, and detailed mapping.

**Intermountain Rural Electric Association (IREA), Various System Upgrade and Expansion Projects - *Adams, Arapahoe, Douglas, Jefferson, Clear Creek, Teller Counties, CO***

HDR's Siting and Land Rights team is supporting IREA's 2016 and 2017 system expansion program projects within IREA's service territory, which spans several Front Range counties. Multiple system upgrade and expansion projects include both overhead and underground distribution facilities. HDR's SLR team is providing a full spectrum of land rights services including title and valuation determinations; GIS mapping and project tracking reports; landowner outreach, Right of Entry and Right of Way acquisitions; County, State and Federal Agency coordination and permitting.

**NAVFAC Southeast, Cadastral Modernization Program (CMP) Sustainment Phase, *Nationwide***

This project includes verifying and updating Navy databases, creating Real Estate Summary Maps & Standard Operating Procedures for the purpose of tracking and documenting the Navy's land assets. Amy is In charge of title research for multiple Navy installations. Coordinates a team of Analysts to conduct legal document analysis, and update Navy data systems. Works in a team environment on database management, creating best practices and procedures.

## ***Summary of Experience and Qualifications – Bonnie D. Roerig, MAI, AI-GRS***

### **1. Memberships:**

#### Appraisal Institute:

Designated MAI in November 1981; awarded Practicing Life Designated Membership status–2013  
Designated AI-GRS (General Review Specialist) in March 2014  
Executive Committee, 1995–1996  
Board of Directors, 1995–1996  
Finance Committee, 1995  
National Planning Committee, 1994–1995  
General Appraiser Board, 1992–1996; Vice–Chair 1994; Chair 1995 and 1996  
Regional Member — Ethics Administration Division, Region II, 1992–1995  
Assistant Regional Member – Ethics Administration Division, Region II, 1988–1992  
General Demonstration Reports Subcommittee, Chair 2000–2002; Vice–Chair, 1999, Member 2003–04  
Demonstration Appraisal Grading Panel – 2005–2020  
General Admissions Committee, 2000–2002  
Non–Residential Demonstration Reports Subcommittee — 1985–1990; Co–Vice Chair, 1987–1990  
Board of Examiners — Appraisal Reports, 1987–1990  
Instructor Subcommittee, 1998–1999  
Qualifying Education Committee, 1999–2002; Vice–Chair, 1999  
Appraisal Journal Editorial Subcommittee, 1999–2001; Chair and Editor–in–Chief, 2002–2003  
Educational Publications Committee, 2002–2003  
Region Finance Officer, Region II – 2005–2020  
Member, Leadership Development and Nominating Committee, 2007  
Chair, Appraisal Standards Committee, 2008–2011  
Member, Strategic Planning Committee, 2008–2009  
2009 Recipient, President’s Award (for lifetime achievement)

#### Colorado Chapter of the Appraisal Institute:

Recipient of Distinguished Service Award, December 1996  
President, 1990  
Vice–President – President–Elect, 1989  
Secretary–Treasurer, 1988  
Board of Directors, 1985–1991  
Co–Chairman, Admissions Committee, 1983–1984

#### International Right–of–Way Association, Mile Hi Chapter 6

Education Committee, 2002–2006  
Recipient of Helen C. Peck/Frances Reisbeck Memorial Award, March 2005  
Treasurer, 2007  
Recipient of the Vic Ramer Memorial Right of Way Professional of the Year Award – 2007  
Secretary, 2008  
Vice–President, 2009  
President, 2010–2011  
International Director, 2011–2012  
Region 9 representative to Valuation Committee 2010–2020  
Vice Chair, Valuation Community of Practice, 2013–2014  
Chair, Valuation Community of Practice, 2015–2016; Member 2016–2020

#### Educational Council of Appraisal Foundation Sponsors

Examination Committee, 2004–2009

### **2. Business Affiliations:**

Owner, Bonnie Roerig & Associates, Real Estate Analysts and Value Consultants, since January 1988.  
Incorporated Bonnie Roerig & Associates, LLC in February 2003.  
Member, National Federation of Independent Business (NFIB)  
Full Partner, Baughar–Roerig & Associates, August 1982 through December 1987.  
Full–time real estate appraisal work since 1970, Denver–Boulder area and throughout Colorado.

**3. Experience:**

- a) Appraisals throughout metropolitan Denver and in various locations in Colorado since 1970.
- b) Extensive commercial, industrial, office, and vacant land appraisal experience.
- c) Valuation studies and appraisals in conjunction with eminent domain proceedings since 1974.
- e) Qualified as expert witness in various District and County Courts and Federal Tax Court.
- f) Appraisal review.
- g) Litigation consultation.
- h) Instructor, Appraisal Institute, USPAP, BPE, Review Theory—General and Review Theory— Case Studies; Capstone
- i) Instructor and course developer, general demonstration report writing seminar, Appraisal Institute
- j) Subject Matter Expert, Appraiser Qualifications Board, Appraisal Foundation
- k) AQB Certified USPAP Instructor (No. 44729), 2003—January 31, 2021
- l) Contract investigator for Colorado Board of Real Estate Appraisers, 2007 and 2011
- m) Arbitrator, real estate assessments, Boulder County, Douglas County and Jefferson County
- n) Hearing Officer, Board of Equalization, Douglas and Boulder Counties
- o) Approved appraiser/review appraiser, Colorado Department of Transportation
- p) Federal review appraiser (“Yellow Book”), Regional Transportation District, Roaring Fork Transportation Authority
- q) Member, development team Appraisal Institute General Review Designation courses
- r) Appointed Member, Colorado Board of Real Estate Appraisers, 2017-2020, Chair 2019-2020

**4. Education:**

- a) Bachelor of Arts in Speech Arts, 1968
- b) Master of Arts Degree in Communication Arts, 1971
- c) Appraisal Institute/American Institute of Real Estate Appraisers:
  - Course I—A, Basic Appraisal Principles – Methods and Techniques
  - Course I—B, Capitalization – Theory and Techniques
  - Course 520, Highest & Best Use and Market Analysis
  - Course 530, Advanced Sales Comparison and Cost Approaches
  - Course 540, Report Writing and Valuation Analysis
  - Course 705, Litigation Appraising, Specialized Topics and Applications
  - Course IV, Condemnation
  - Course VI, Investment Analysis
  - Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”) Seminar
  - Appraisal Curriculum Overview, 2008
  - Litigation Appraising: Specialized Topics and Applications, 2010
  - The Appraiser as an Expert Witness: Preparation & Testimony, 2010
- d) Continuing education requirements of the Appraisal Institute have been met.
- e) Colorado State General Certified Appraiser, No. CG1313395, continuing education current
- f) Concepts and Principles of USPAP, An Instructor’s Application, The Appraisal Foundation, 2003
- g) Appraising Conservation Easements and Case Studies, ASFMRA, 2005
- h) Integrating Appraisal Standards, IRWA, 2005
- i) Spreadsheet Modeling, Appraisal Institute 2011
- j) Valuation of Environmentally Contaminated Real Estate, IRWA, 2012
- k) Review Theory—General, 2013
- l) Review Case Studies—General, 2014
- m) Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications (successful instructor audit, 2017)
- n) The Valuation of Partial Acquisitions, Course 421, IRWA, December 2019
- o) Problems in the Valuation of Partial Acquisitions, Course 431, IRWA, December 2019

**5. Appraisal, Consulting, and Appraisal Review Clients:**

Adams County	Federal Deposit Insurance Corporation
Apple, Inc.	Gelman & Norberg, LLC
Arapahoe County	GSA – Public Building Services
CDH Associates, LLC	Guaranty Bank and Trust Co.
City of Aurora	Hall and Evans, LLC
City of Arvada	Horan & McConaty Family Funeral Services
City of Black Hawk	IBM
City of Boulder	Internal Revenue Service
City & County of Denver	Jefferson County
City of Colorado Springs	KWAL Paints, Inc.
City of Estes Park	Montegra Capital Resources, Ltd.
City of Englewood	Mountain States Bank
City of Fort Collins	Parker Water & Sanitation District
City of Lakewood	Pioneer Centres
City of Littleton	Regional Transportation District
City of Steamboat Springs	Southeast Corridor (T-Rex)
City of Westminster	Steele Street Bank & Trust
City of Wheat Ridge	U.S. Postal Service
Colorado Department of Transportation	Upland Industries Corporation
ConocoPhillips	Urban Drainage and Flood Control
Denver Public Schools	Vectra Bank Colorado, N.A.
Denver Water Board	Various Private Clients
E-470 Public Highway Authority	Xcel Energy
Englewood Downtown Development Authority	

## ***Summary of Experience and Qualifications – Sharon Rahn***

### **1. Memberships:**

Appraisal Institute: Practicing Affiliate

### **2. Business Affiliations:**

- a) Associate Appraiser, Bonnie Roerig & Associates, LLC, September 1994 to present.
- b) Fee Appraiser, Majestic Appraisal Services, Inc. – Denver, Colorado, 1989 – 1994
- c) Fee Appraiser for numerous lending institutions and private property owners in metropolitan Denver and Boulder, 1987 – 1989
- d) Staff Appraiser, Empire Savings & Loan, Denver, Colorado, 1985–1987

### **3. Education:**

- a) Honor Graduate of Arapahoe High School, Littleton, Colorado
- b) Red Rocks Community College, Golden, Colorado
  - Land and Legal Aspects
- c) Institute of Financial Education:
  - Residential Appraising
- d) Society of Real Estate Appraisers Courses:
  - Course 101
  - Course 102
- e) Appraisal Institute Courses:
  - Standards of Professional Practice, Part A, Part B
  - Basic Income Capitalization Course 310
  - Advanced Income Capitalization Course 510
  - Highest and Best Use and Market Analysis Course 520
  - Appraising Historic Preservation Easements
  - Business Practices and Ethics
  - 7–Hour National USPAP Course
- f) Appraisal Institute Seminar Classes
  - Green Buildings/Leeds
  - Legal or Illegal – Drugs and Issues Affecting Real Property
  - Oil, Gas & Fracking in Colorado and Property Values
  - Valuation Challenges Appraising Properties in Resort & Mountain Communities
  - Developer’s Perspective – Building Units for Rent vs. Units for Sale Dilemma
- g) University of Colorado – Boulder, Colorado
  - Income Capitalization
  - Commercial Case Studies
- h) American Society of Farm Managers and Rural Appraisers
  - Appraising Conservation Easements & Case Studies
- i) IRWA
  - Course 431 – Problems in the valuation of partial acquisitions
- j) Colorado State General Certified Appraiser, No. CG1313801, continuing education current

### **4. Experience:**

Extensive single–family and multi–family residential experience, background, education and expertise gained throughout my career. In the 25 years I have been affiliated with Bonnie Roerig & Associates, LLC, I have gained significant experience with income–producing real property as well as with appraisal of all types of real estate for eminent domain and other litigation–related purposes.



**QUALIFICATIONS**

**MEMBERSHIPS AND LICENSES:**

Appraisal Institute – MAI Designation  
 State of Colorado Certified General Appraiser – License #100052651  
 International Right of Way Association- R/W-AC

**EDUCATION/ AFFILIATION:**

Colorado State University

Bachelor of Science in Business Administration,  
 2009 - Concentration: Real Estate

Appraisal Institute

Region II Representative- 2019- present  
 Education Committee Member- 2018- present  
 Candidate Guidance Committee Chair  
 Leadership Development and Advisory Council- 2018  
 Recent Education:

Courses	Year	Courses	Year
7-Hour National USPAP Update Course	2019	Business Practices and Ethics	2017
Opportunity Zones	2019	7-Hour National USPAP Update Course	2017
Appraisers Spreading Their Wings	2019	Valuing Fractional Interests	2017
Mountains & Valleys Valuations	2019	Colorado Property Taxes	2017
Going Concern Concerns	2019	Trends in Health Care Real Estate	2017
The Valuation of Solar Photovoltaic Systems	2018	Retail 2020	2017
Hot Topics & Myths in Appraiser Law	2018	CDOT Reports	2017
Reviewer/ Regulator Perspectives	2018	Update from the Division of Real Estate	2017
Colorado Economic and Development Update	2018	Real Estate Valuation Policy Update	2017

International Right of Way Association

Courses	Year
The Valuation of Partial Acquisitions	2019
Problems in the Valuation of Partial Acquisitions	2019
Standards of Practice for the Right of way Professional	2019

**BACKGROUND AND EXPERIENCE:**

Staff Appraiser/ Officer - Nisley & Associates, Inc., 2008-Present

**PROPERTY TYPES APPRAISED:**

Residential Subdivisions	Vacant Land
Commercial - Office and Retail	Special Use Properties
Industrial Properties	Medical offices
Farms, Ranches	Multi Family

**PURPOSE OF APPRAISALS:**

- Sales
- Mortgage
- Tax and Estate Planning
- Development
- Litigation Support
- Eminent Domain
- Business Acquisition/ Disposition

**AREAS WORKED IN: (Colorado Counties)**

Mesa County	Montrose County	Garfield County
Ouray County	Delta County	Rio Blanco County

**PARTIAL LIST OF CLIENTS:**

Alpine Bank	Grand Valley Bank	Family Health West
Bank of the San Juans	St. Mary's Hospital	Home Loan State Bank
Numerous Private Individuals and Companies		



## **QUALIFICATIONS OF KEVIN A SAWYER**

743 Horizon Court, Suite 372, Grand Junction, CO 81506  
Office: (970)243-0250 Fax: (970)243-1721 orders@bbgj.com

### **PROFESSION:**

Real Estate Appraiser and Consultant  
Colorado Certified General Appraiser  
License #: CG40029775  
Expiration 12-31-20

### **EDUCATION:**

Bachelor of Biological Science, Mesa State College, Grand Junction, Colorado

Appraisal Principles, Appraisal Institute, 2002  
Appraisal Procedures, Appraisal Institute, 2002  
Standards of Professional Practice, Part A (USPAP), Appraisal Institute, 2002  
Licensed Appraisal Course, American Real Estate College, 2003  
Basic Income Capitalization, Appraisal Institute, 2005  
Advanced Sales Comparisons and Cost Approaches, Appraisal Institute, 2006  
Highest and Best Use and Market Analysis, Appraisal Institute, 2007  
Report Writing & Valuation Analysis, Appraisal Institute, 2007  
Advance Applications, Appraisal Institute, 2007  
Advanced Income Capitalization, Appraisal Institute, 2008  
Business Practices and Ethics, Appraisal Institute, 2008  
UASFLA (The Yellow Book) ASFMRA, 2011  
RE Finance Statistics and Valuation Modeling, Appraisal Institute, 2013  
Solving Land Valuation Puzzles, 2018  
Complex Litigation Appraisal and Case Studies, 2018  
Advanced Land Valuation: Sound Solutions to Perplexing Problems, 2018

#### Seminars Completed:

7-hour National USPAP Update Course, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2019  
Does My Report Comply With USPAP, 2004  
Appraising Factory-Built Housing, 2004  
Marijuana and Relocation Issues, 2014  
Regulatory Takings and Colorado Emerging Marijuana Industry, 2014  
The Real Estate Valuation Side of Marijuana, 2014  
General Demonstration Report Writing, 2016  
Annual Demography Summit, 2016  
Solar Power Property Valuation, 2016  
FHA Standards, 2016  
Support and Prove Your Adjustments, 2016  
36th Annual State Demography Summit, 2018

### **APPRAISAL EXPERIENCE:**

B&B Appraisal, Inc., Grand Junction, Colorado 03-05 to Present  
Appraisal Resources, Grand Junction, Colorado 09-02 to 03-05

Appraising Commercial and Residential properties including Single and Multifamily  
Small Residential Income, Subdivisions, Commercial Offices, Warehouses,  
Hotels/Motel, RV and Manufactured Home Developments, Multi-Tenant Office & Retail  
and Vacant Land.

**EXPERT WITNESS:**

***Qualified as an expert witness in Mesa County District Court, Garfield County District Court, and the U.S. Bankruptcy Court for the District of Colorado.***

**WESTERN COLORADO CITIES I HAVE WORKED IN:**

Grand Junction	Palisade	Clifton	Fruita	Loma
Whitewater	Glade Park	Mesa	Collbran/Molina	Mack
Parachute	Battlement Mesa	Rifle	Rulison	New Castle
Silt	Delta	Cedaredge	Hotchkiss	Paonia
Crawford	Montrose	Olathe	Rangely	Crested Butte
Gateway	DeBeque	Glenwood Springs	Carbondale	Telluride
				Ridgway

Colorado Department of Regulatory Agencies	
Division of Real Estate	
Kevin A Sawyer	
Certified General Appraiser	
<u>CG40029775</u>	<u>01/01/2019</u>
License Number	Issue Date
<u>Active</u>	<u>12/31/2020</u>
License Status	Expiration
Verify this license at <a href="http://dora.colorado.gov/dre">http://dora.colorado.gov/dre</a>	
	
Director: Marcia Waters	Licensee Signature

**Kevin A. Sawyer**  
**Certified General Appraiser, State of Colorado**  
**#CG40029775**

**COURT CASES**

- April 2007 – Testified  
*In the Marriage of Nadeau v. Nadeau (aka Coutel)*  
Mesa County District Court – *Case No. 06 DR 856*
  
- October 2008 - Testified  
*In the Marriage of Binkley v. Binkley*  
Mesa County District Court – *Case No. 07 DR 120*
  
- October 2009 - Deposition  
*In the Matter of American National Bank v. Willow Lake, LLC, et al.*  
Mesa County District Court – *Case No. 08 CV 601*
  
- October 2011 – Testified  
*In the Matter of Parachute Investment Holdings, LLC, et al. v Judith Day, et al*  
*Bryan P. Barnes on behalf of HMC, Ltd. v Hayden C.W. Rader, Stascavage and Morse*  
Garfield County District Court – *Case No. 08 CV 322*
  
- April 17, 2014 – Testified  
*In the Matter of Alvin E. Hrubes and Sharon D. Hrubes v Bank Midwest, N.A. d/b/a*  
*Community Banks of Colorado*  
United States Bankruptcy Court for the District of Colorado – *Case No. 11-32208-SBB*
  
- December 1, 2017 – Testified  
*In the Marriage of Ann M. Plemons v Gary William Plemons*  
Mesa County District Court – *Case No. 17DR30090*
  
- May 1, 2018 – Testified  
*In the Matter of: The Violet Hardrick Revocable Trust, Dated May 17, 2005*  
Combined Courts, Mesa County, Colorado – *Case No, 14PR30087*
  
- August 17, 2019 – Testified  
*In the Marriage of Carl Tandy Ziegs v Sheila June Ziegs*  
Mesa County District Court – *Case No. 18DR798*

**QUALIFICATIONS SUMMARY ~ LISA A. ROBERTS, SRA**

<b>PROFESSION</b>	Certified General Real Estate Appraiser
<b>FORMAL EDUCATION</b>	Colorado State University, Ft. Collins, Colorado Community College of Denver, Westminster, Colorado Community College of Denver, Red Rocks, Golden, Colo Mesa State College, Grand Junction, Colorado University of Colorado, Boulder, Colorado Marylhurst University, Marylhurst, Oregon Colorado Mountain College, Glenwood Springs, Colorado
<b>PROFESSIONAL AFFILIATIONS</b>	Holds the SRA Designation with the Appraisal Institute; Regional Representative, Region II of the Appraisal Institute 2016-2017 and 2020-2021; CDOT Approved for Eminent Domain; Professionally Affiliated with Bonnie D. Roerig and Associates; FHA Approved Appraiser, #COCG40014244
<b>PROFESSIONAL COURSES</b>	Registered Appraiser: Basic Appraisal Principles and Procedures - 1998 Basic Appraisal Applications: Residential Case Study - 1998 Standards and Ethics - 1998 Small Residential Income Properties - 1998 Housing Construction Class - 1999 Certified Residential: Reporting, Reviewing & Analyzing Residential Appraisals - 1999 Appraisal Principles and Advanced Applications - 2000 Income Capitalization - 2000 Commercial Case Studies - 2000 USPAP Update - 2001, 2003, 2005, 2007, 2008, 2010, 2012, 2014, 2017, 2019 Appraising the Oddball - 2003 The Technical Inspection of Real Estate - 2004 Appraisal Review - 2005 Housing Construction - 2006 Business Practices and Ethics - 2007 and 2010 Subdivision Valuation - 2008 Field Review - 2009 Regional Assessment Education Program - 2009 Residential Design - 2009 Business Practices and Ethics - 2010, 2014 and 2015 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Condemnation Appraisal; Principles and Applications - 2010 Vacant Land Present Worth - 2010 Real Estate Finance Statistics & Valuation Modeling - 2013 General Appraiser Site Valuation and Cost Approach - 2013 General Appraiser Income Approach Part I - 2014 General Appraiser Market Analysis and Highest & Best Use - 2014 General Appraiser Report Writing and Case Studies - 2015 Advanced Income Capitalization - 2015 General Appraiser Income Approach Part II - 2015 Advanced Concepts and Case Studies - 2015 Advanced Market Analysis and Highest & Best Use - 2016 Real Estate Finance and Statistics Modeling - 2017 Advanced Land Valuation & Solving Land Valuation Puzzles - 2018 Advanced Residential Applications & Case Studies - 2019 Advanced Residential Report Writing - 2019
<b>STATE LICENSE</b>	Certified General Appraiser, Colorado #CG40014244
<b>TYPES OF APPRAISAL EXPERIENCE</b>	Commercial and industrial properties, single-family residences, small residential income properties, vacant land, mobile home parks, rural land, farms and ranches, private airports, hotels/motels. For financing purposes, estate valuation, eminent domain, portfolio valuation and feasibility analyses. Hearing and arbitration officer, property tax protests, Delta, Eagle, Garfield, Mesa and San Miguel Counties.  Approved appraiser, Colorado Department of Transportation
<b>LOCATIONS OF WORK COMPLETED</b>	Colorado counties: Delta, Eagle, Garfield, Gunnison, LaPlata, Mesa, Montrose, Ouray, Rio Blanco, Routt, and San Miguel

**PATRICK PAUL MCMANUS**  
**P.O. BOX 1465**  
**Durango CO, 81302**  
**970 749 3911**  
[pmcdurango@gmail.com](mailto:pmcdurango@gmail.com)

## **Qualifications**

### **EDUCATION**

Durango High School 1987

Fort Lewis College -1993, Bachelor of Arts Degree

Major: Psychology

Minor: Business Administration

### **Appraisal Education**

<i>Program</i>	<i>Date</i>	<i>Hours</i>
The Basics of Expert Witness for Commercial Appraisers – Mckissock	2019	7
Supporting your Adjustments – Mckissock	2019	3
Divorce and Estate Appraisals – Mckissock	2019	4
2018-2019 National USPAP Update Course – Mckissock	2019	7
Eminent Domain and Condemnation – Appraisal Institute	2018	7
FHA Inspection Check List – Mckissock	2017	NA
The FHA Handbook 4000.1 - Mckissock	2017	7
Residential Report Writing: More than Forms - Mckissock	2017	7
Introduction to the Uniform Appraisal Dataset - Mckissock	2016	2
General Appraiser Income Approach - Mckissock	2015	60
General Appraiser Sales Comparison Approach - Mckissock	2015	30
General Appraiser Site Valuation and Cost Approach - Mckissock	2015	30
2016-2017 National USPAP Update Course - Mckissock	2015	7
General Appraiser Market Analysis Highest and Best Use - Mckissock	2014	30
General Report Writing & Case Studies - Mckissock	2014	30
2014-2015 7 National USPAP Update Course - Mckissock	2013	7
Basic Appraisal Procedures – Mckissock	2011	27
Mold, Pollution and the Appraiser – McKissock	2011	2

**Appraisal Education - continued**

<i>Program</i>	<i>Date</i>	<i>Hours</i>
Environmental Issues for Appraisers – McKissock	2011	5
2010-2011 National USPAP Update Course – McKissock	2010	7
Income Capitalization – McKissock	2008	7
Basic Appraisal Procedure – Appraisal Institute	2007	30
Certified Residential – University of Colorado	2003	24
Commercial Case Study - University of Colorado	1999	16
Registered Appraiser - University of Colorado	1998	40
Income Capitalization - University of Colorado	1998	24
Appraisal Principles & Applications - University of Colorado	1997	32

**License**

*Certified General Real Estate Appraiser CG 040043741	2015-Present
*Certified Residential Appraiser CR 40043741	2005-2015

**Employment Experience**

1997-2016	The Appraisal Group
2016	Four Corners Lending Solutions
2017 - Current	PMCAppraisal

**Community Service - Volunteer**

Durango Recreation 3 <sup>rd</sup> – 5 <sup>th</sup> Grade Girls Soccer Coach	2010 - 2014
Meals on Wheels	2010 – 2015

**Clients – Partial List**

San Juan County (Colorado)	USA Appraisal (AMC)
Colorado Department of Transportation (CDOT)	Bank of Cortez
Bank of Colorado	Wells Fargo Bank
City of Glenwood Springs	

Colorado Department of Regulatory Agencies  
Division of Real Estate

Patrick Paul McManus  
Certified General Appraiser

COPY

COPY

CG40043741

License Number

11/18/2019

Issue Date

Active

License Status

12/31/2021

Expiration

Verify this license at <http://dora.colorado.gov/dre>

Marcia Waters

Director: Marcia Waters

Pat McManus

Licensee Signature

# Qualifications of Robert Stevens, MAI, SRA

## FORMAL EDUCATION:

\* 1968: Graduate of Rifle High School, Rifle, Colorado  
\* 1978: B.A. degree from John Brown University

## EXPERIENCE:

Owner and manager of Stevens Real Estate Services, with offices in Grand Junction and Telluride, Colorado. My practice involves virtually all types of real estate appraisals, as well as investment analysis, feasibility studies, market studies and real estate evaluation. I specialize in resort properties, eminent domain, commercial and industrial properties, subdivisions and mountain ranches.

Appraiser for Biber & Co., Inc., Grand Junction, Colorado, from July 1978 to May 1988.

Managing appraiser for Northwest Arkansas Appraisal, Siloam Springs, Arkansas from May 1977 to July 1978

Staff appraiser for Mesa Federal Savings and Loan Association, Grand Junction, Colorado, from February 1973 to August 1976

Qualified as expert witness in various Federal and District Courts and in Federal Bankruptcy Court

## INSTRUCTOR:

University of Colorado, real estate certificate program.  
Colorado Chapter of the Appraisal Institute  
AQB-Certified USPAP instructor

## DESIGNATIONS:

MAI and SRA Designations with Appraisal Institute  
Certified General Appraiser in State of Colorado (CG01313432)

## PROFESSIONAL SERVICE:

Colorado Chapter of the Appraisal Institute:  
*Board of Directors, 1993-99*  
*Colorado Chapter President 1998*  
National committees:  
*Chair, Member & Chapter Services, 1985-1990*  
*Chair, Communications Committee, 1999-2000*  
*Chair, Public Affairs Committee, 2000*  
*Region 2 representative, General Appraiser Council 2003-2005*  
*National Board of Directors for 2007-2008*  
*Chair, Diversity Committee, 2014-2015*

## SAMPLE CLIENTS:

We serve a wide variety of investors, lenders, governmental authorities, attorneys, accountants, land trusts and individual property owners. For purposes of assuring confidentiality, we do not circulate their names in this medium. If you would like to obtain professional references, please contact us by telephone or email (see below).

## PRIMARY SERVICE AREA:

Western Colorado

## CONTACT INFORMATION:

Telephone 243-4888 or (800) 900-4888  
Email [bob@sresapp.com](mailto:bob@sresapp.com)  
Website [www.sresapp.com](http://www.sresapp.com)



**STATE OF COLORADO**  
Department of Regulatory Agencies  
Division of Real Estate

Active  
Cert Gen Appraiser

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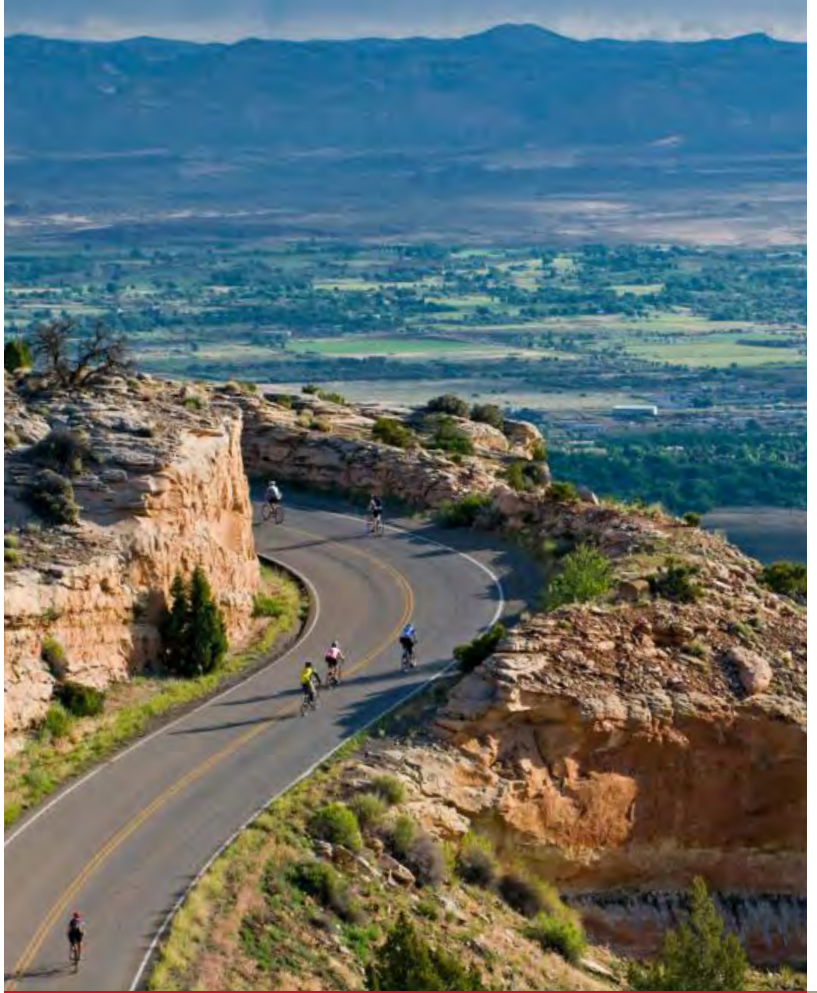
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ROBERT OREN STEVENS  
GRAND JUNCTION, CO 8150

Copy

*Marcia Waters*  
\_\_\_\_\_  
Program Administrator

*Robert O Stevens*  
\_\_\_\_\_  
Licensee Signature



1670 Broadway, Suite 3400  
Denver, CO 80202-4824  
303.764.1520

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## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** April 15, 2020

**Presented By:** Randi Kim, Utilities Director

**Department:** Utilities

**Submitted By:** Randi Kim

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing Lease of Somerville and Anderson Ranches Property to VanWinkles Ranch, LLC

#### **RECOMMENDATION:**

Adopt Resolution \_\_-20 authorizing the City Manager to execute a Lease Agreement with VanWinkle Ranch LLC for the Somerville and Anderson Ranches for ten years commencing May 1, 2020 and terminating on April 30, 2030.

#### **EXECUTIVE SUMMARY:**

In 2010, the City executed a 10-year lease with Howard and Janie VanWinkle for the Somerville and Anderson Ranches Property. The current lease terminates on April 30, 2020. In 2019, the VanWinkles provided written notice to the City of their desire to exercise Lessee's option to extend the lease. After consideration by the Property Committee, Staff prepared a new lease for a period of ten (10) years with an option to extend the lease for an additional ten (10) year period.

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

In 2010, the City executed a 10-year lease with Howard and Janie VanWinkle. The annual rental payment for the property was \$28,520 in 2010 and was subject to a 1.75% annual inflation escalator resulting with an amount due of \$33,378 in 2019. The lease provisions include certain water rights (at the City's sole discretion), use of the City's Bureau of Land Management (BLM) Grazing Permit, and rental fees for hunting rights.

Staff met with the Property Committee to provide the current status of the Somerville and Anderson Ranches and recommendations for extending a lease with the current lessees, Howard and Janie VanWinkle, for another ten years. The Property Committee authorized Staff to prepare a new lease for a period of ten (10) years with an option to extend the lease for an additional ten (10) year period.

**Somerville and Anderson Ranches Lease** – Over the past 10 years, the Van Winkles have complied with the terms of the lease and have practiced good stewardship of the City’s land and water rights. As noted in their annual reports, the VanWinkles practice rotation schedules on the Somerville and Anderson ranch properties as well as the BLM land to promote rangeland health. Investments have been made in the corrals and irrigation system on the Somerville Ranch.

The VanWinkles work with the City to maintain cooperative and productive relationships with the associated Federal and State agencies, such as the BLM, Forest Service, Soil Conservation Districts, Colorado Division of Park and Wildlife and various water user associations by supporting community projects such as the Palisade Plunge trail, Western Colorado Community College student tours, and youth hunting.

The VanWinkles have expressed interest in extending the lease agreement for 10 additional years. Given that the VanWinkles have been responsible tenants, have complied with the terms of the lease, and are in good standing in the community, City staff recommend extending the lease.

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

A new lease agreement has been prepared by Staff for a period of ten (10) years with an option to extend the lease for an additional ten (10) year period. The annual rental amount is \$34,000 in 2020 with an annual escalator of 1.75%. The new lease will also reflect the change in the name of Lessee from Howard VanWinkle and Janie VanWinkle to VanWinkle Ranch LLC, a Colorado Limited Liability Company.

**FISCAL IMPACT:**

Revenue to the Water Enterprise Fund over the ten (10) year lease period is \$368,082. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2020	\$ 34,000	\$ 17,000	\$ 17,000
2021	\$ 34,596	\$ 17,298	\$ 17,298
2022	\$ 35,202	\$ 17,601	\$ 17,601
2023	\$ 35,818	\$ 17,909	\$ 17,909
2024	\$ 36,446	\$ 18,223	\$ 18,223
2025	\$ 37,084	\$ 18,542	\$ 18,542
2026	\$ 37,732	\$ 18,866	\$ 18,866
2027	\$ 38,392	\$ 19,196	\$ 19,196
2028	\$ 39,064	\$ 19,532	\$ 19,532
2029	\$ 39,748	\$ 19,874	\$ 19,874

In addition to the annual lease payments, the lessees agree to pay the City 20 percent of the total fees paid to the Lessees from private hunting on the Property; which has averaged \$3,000 per year over the last five years.

**SUGGESTED MOTION:**

I move to Adopt Resolution 16-20 authorizing the City Manager to execute a Lease Agreement with VanWinkle Ranch LLC for the Somerville and Anderson Ranches for ten years commencing May 1, 2020 and terminating on April 30, 2030.

**Attachments**

1. Lease Somerville and Anderson Ranches 033120
2. Resolution No. -20 (Word Version) 2020

## SOMERVILLE RANCH AND ANDERSON RANCH LEASE

THIS RANCH LEASE ("Lease" and/or "Agreement"), effective as of May 1, 2020, is by and between the City of Grand Junction, a Colorado home rule municipal corporation, hereinafter referred to as "City" and VanWinkle Ranch LLC, a Colorado Limited Liability Company, hereinafter referred to as "Lessee", whose address for the purpose of this Lease is 2043 N Road, Fruita, CO 81521.

### SECTION ONE DEMISE

City is the owner of the real property described in the attached Exhibit A and generally depicted on an aerial photo in Exhibit C, both of which are incorporated herein by reference, commonly known as the Somerville and Anderson Ranches (Somerville Ranch appears in pink and Anderson Ranch appears in green in Exhibit C) and hereinafter referred to as the "Property", together with the Bureau of Land Management Grazing Permits, known as the Whitewater Common Allotment and the North Fork Allotment, hereinafter referred to collectively as the "BLM Permit".

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

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein to be kept by the parties hereto, the City leases to Lessee the Property and the improvements situated thereon.

### SECTION TWO BASIC TERM

The basic term of this Ranch Lease shall be for ten years, commencing on the 1st day of May, 2020, and terminating on the 30<sup>th</sup> day of April 2030.

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

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

SECTION THREE  
RENTAL

Lessee agrees to pay City, as rental for the Property, improvements and appurtenances, the sum of \$368,082.00. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2020	\$ 34,000	\$ 17,000	\$ 17,000
2021	\$ 34,596	\$ 17,298	\$ 17,298
2022	\$ 35,202	\$ 17,601	\$ 17,601
2023	\$ 35,818	\$ 17,909	\$ 17,909
2024	\$ 36,446	\$ 18,223	\$ 18,223
2025	\$ 37,084	\$ 18,542	\$ 18,542
2026	\$ 37,732	\$ 18,866	\$ 18,866
2027	\$ 38,392	\$ 19,196	\$ 19,196
2028	\$ 39,064	\$ 19,532	\$ 19,532
2029	\$ 39,748	\$ 19,874	\$ 19,874

Lessee may utilize one of the following options for making rental payments:

- a) Lessee may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b) Lessee may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessee chooses to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 10<sup>th</sup> day of May and December during the term of this Lease.

The first payment of \$34,000.00 shall be due and payable on or before May 1, 2020 or if the Lessee chooses the payment may be split with \$17,000.00 due on May 1, 2020 and the other \$17,000.00 shall be paid on or before December 1, 2020.

In the event rental payments are not received on or before the specified due dates, subject to the provisions of Section 13, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

Lessee agrees to timely pay any and all real estate taxes and improvement assessments which may be levied against the Property, and any taxes or assessments levied against the crops, livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Lease. Lessee further agrees to pay any and all utilities, charges, and other expenses incurred in connection with Lessee's use and operation of the Property, including, but not limited to, all charges for natural gas, electricity, telephone and other utilities used on or in connection with the Property. Lessee

shall pay any such charges on or before the date the same become due. If Lessee fails to timely pay any and all amounts required pursuant to this Section 3, the City may pay such amounts and, in such event, the amount(s) paid by the City, plus interest thereon at the rate of 15% per annum, shall be added to the amount(s) of the rent due with the next rental payment and shall be payable to the City by Lessee.

#### SECTION FOUR RIGHT TO USE OF WATER

The City specifically retains and reserves from the Lease any and all water rights owned by the City, including, but not limited to, any water rights which may have been previously used on or in connection with the Property, for whatever purpose. Subject to the provisions of this Section 4, and Sections 5 and 9, Lessee has the right to use water as the City shall make available to Lessee for use on the Property. The City may, in its sole discretion, on or before the first day of May of each year, notify Lessee in writing of the amount of irrigation water (expressed in terms of cubic feet per second [C.F.S.] or acre feet) which may be available to Lessee to utilize on the Property during that lease year. Lessee shall exercise proper diligence to ensure that the amount of water so made available is utilized to its full extent on and solely for the benefit of the Property and Lessee's operations thereon.

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

For the lease year beginning May 1, 2020, Lessee is hereby notified that it may utilize all of the water rights described in the attached Exhibit B. Exhibit B is incorporated by this reference as if fully set forth.

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

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



SECTION FIVE  
CULTIVATION – IRRIGATION – WEED CONTROL

Lessee shall cooperate with and assist the City in developing and implementing long-range programs to ensure that the water and water rights associated with the Property are put to beneficial use on the Property. Lessee shall increase the use of the water historically adjudicated to the Property and improve efficiency of the application and use. Lessee shall, at Lessee's sole cost, provide the labor and capital necessary to improve crop production on the Property through the rehabilitation and maintenance of existing fields.

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

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

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

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

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

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

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

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

Lessee shall be responsible for providing the labor and capital necessary to maintain existing ditches and laterals and for relocating ditches and laterals as determined by the operation plan referred to in Section 12.

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

## SECTION SIX TENANT COVENANTS

At Lessee's sole cost and expense, Lessee shall install, maintain and repair all fences and gates and shall ensure that all gates and fences upon the Property are properly installed and functioning. All fences shall be "lawful fences" as defined by Colorado law.

At Lessee's sole cost and expense, Lessee shall maintain and keep the Property and all improvements and buildings upon the Property, including, but not limited to, residence(s), dwelling(s), barn(s), shed(s), fixtures, roofing, plumbing, heating and ventilation systems, wiring, glass, fences, gates, wells and well systems, pumps and pump systems, septic systems, cattle guards and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease or, if improvements have been made, to the condition after improvement, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good a condition as when Lessee entered the Property, reasonable use and wear excepted.

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

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

Lessee agrees to waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, agents and employees for injury to or destruction of

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

Lessee agrees at Lessee's sole expense and during the term of this Lease, purchase and maintain in effect "Farmowner's Comprehensive" liability and hazard insurance which will protect the City, its officers, employees and agents and assets of the City, from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property and a policy which insures the Property and all improvements thereon to the full insurable value. All required policies shall be from a company and in terms and amounts approved by the City. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of ONE MILLION DOLLARS (\$1,000,000.00), per occurrence for bodily injury, personal injury, and property damage, and \$1,000,000.00 in the aggregate. Comprehensive Automobile Liability insurance shall also be in place with minimum combined single limits for bodily injury of not less than \$500,000.00 for each individual and \$1,000,000.00 for each incident with property damage coverage of at least \$100,000.00. An accord form Certificate of insurance must be deposited with the City on or before May 1 of each year and must designate the City of Grand Junction, its officers, employees and agents as additional insureds. If a policy approved by the City is not at all times in full force and effect, this Lease shall automatically terminate.

Lessee shall comply with all Workers Compensation laws and provide proof of Workers Compensation insurance to the City. Said Workers Compensation insurance shall cover obligations imposed by applicable laws for any employee or person engaged in the performance of work on the Property.

Lessee agrees to use the property for ranching and farming operations only and conduct said operations in a proper and workmanlike manner and in a manner that will not over-graze or cause deterioration of or destruction to the Property.

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

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

SECTION SEVEN  
USE OF BLM PERMIT AND CITY LANDS FOR GRAZING

Lessee may maintain livestock on the BLM Permit and on City land. Lessee shall submit a grazing plan to City each year in an annual summary outlining the following years grazing plan. That plan shall include at a minimum, the area being grazed, number of cattle, date cattle on, date cattle off and calculated Animal Unit Months (AUM's). In such event, Lessee shall: cause each and every act to be done in order to maintain the BLM Permit in its current posture and in good standing; pay all fees associated therewith, and, be entitled to the benefits thereof, provided, however Lessee shall be required to maintain all projects associated therewith or incidental thereto and to do every other act to keep the BLM Permit in good standing. This Lease shall, at the option of the City, be terminated immediately should the BLM take any adverse action whatsoever against the BLM Permit.

Lessee shall act immediately to any Notice of Trespass by the City, BLM, Forest Service, Town of Palisade on lands and shall take all measures to remedy all causes of trespass, such as fence and gate repairs, gate closures, actions of the public. Certain ranch lands are of limited carrying capacity or are located on sensitive watershed areas, such as "The Bench" located below the rim of the Grand Mesa on the Somerville Ranch. The Bench is to be used for a limited time, not to exceed twenty days in the spring and eight days in the fall of each year, as a transit point to and from the top of Grand Mesa according to the Grazing Plan, which may be revised annually depending on range conditions. Water supplies are to be improved to ensure stock water at specific locations, reducing cattle access to the Town of Palisade Kruzen Springs Collection System. Spring locations are to be fenced or otherwise made inaccessible by cattle. Cattle remaining on "The Bench" after transit are to be removed as soon as possible.

In the event the City intends to transfer the BLM Permit to a third party during the term of the Lease, City shall notify Lessee including the terms of the transfer. Lessee shall have 30 days to notify the City of its interest to purchase such interest at the price and on the terms set forth in notice from the City. If Lessee elects to purchase such interest or fails to give notice in writing within the 30-day period, City shall be free to otherwise transfer the BLM Permit. If transfer to third party occurs, then the rental amount for the remaining term of the lease may be re-negotiated between the parties and shall become effective on the first day of the first month following completion of the Permit transfer. In the event the parties are unable to agree upon any amendment to rental fees pursuant to this Section 7 by the date aforesaid, then this Lease and Agreement shall automatically terminate, in which event Lessee shall have 30 days to surrender and deliver up the premises and deliver all keys peaceably to the City. Rent, and other sums due hereunder, shall accrue during such 30-day period and Lessee shall continue to abide by the several other obligations herein.

## SECTION EIGHT INSPECTION

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

## SECTION NINE CITY'S RIGHT OF ENTRY

During the term of this Lease, Lessee shall have the exclusive right-of-way for ingress and egress, to and from the Property, subject to the provisions contained in this Section 9 and in Section 10.

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

The City grants to the Lessee all hunting rights concerning the Property as outlined by the terms and conditions of the Hunting Lease Agreement in Appendix B.

## SECTION TEN MINERAL RIGHTS

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

## SECTION ELEVEN SURRENDER – HOLDING OVER

Lessee shall, after the last day of the term of this Lease or any extension or upon earlier termination of this Lease, surrender to the City the Property in good order, condition and state of repair, reasonable wear and use excepted. Lessee shall execute all BLM documents required in order to accomplish a complete surrender of Lessee's interests in the BLM Permit.

Should Lessee fail, for whatever reason, to vacate the premises at the end or when this Lease is terminated, Lessee agrees to pay to the City the sum of \$100.00 per day for

each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$100.00 is an appropriate and agreed, liquidated damages amount.

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

## SECTION TWELVE OPERATION AND CAPITAL IMPROVEMENT PLANS – BI-ANNUAL REVIEWS

On or before the first day of July of each lease year, Lessee shall submit to the City Lessee's Capital Improvement Plan. That plan may in the City's sole discretion be extended from year to year or the City may require a new plan each year. Based upon the review of said plan and other budgetary issues the capital improvement plan may or may not be adopted for the following year. The Capital Improvement Plan is not the City's plan and the City has no responsibility under this Agreement to participate in any manner in a capital improvement on the Property.

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

## SECTION THIRTEEN DEFAULT

Except as otherwise provided for in Section 7, if Lessee is in default in the performance of any term or condition of this Lease, the City, may, at its option, terminate this Lease upon 30 days written notice. If Lessee fails within any such 30-day period to remedy any default specified in the City's notice, this Lease shall automatically terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of 30 days (to remedy) with respect to a subsequent similar default, instead the Lease shall terminate upon the giving of notice by the City

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

This Lease shall automatically terminate in the event Lessee: becomes insolvent; is subject to a bankruptcy filing whether or not voluntary or involuntary; is subject to an assignment for the benefit of creditors or if a receiver is appointed; if Lessee fails in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessee; or should Lessee, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner.

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

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

#### SECTION FOURTEEN MEMBERS IN LIMITED LIABILITY COMPANY AND SUBLEASE

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

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

#### SECTION FIFTEEN DESTRUCTION

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

obtained by Lessee for this purpose, to repair the damaged improvements. If insurance proceeds are not sufficient to fully restore improvements, then the City may, instead of repairing, retain the proceeds.

#### SECTION SIXTEEN HAZARDOUS SUBSTANCES

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

#### SECTION SEVENTEEN PARTNERSHIP – TAXES

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

#### SECTION EIGHTEEN CITY'S RIGHT TO BUYOUT

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



half the annual rent for the lease year in which the Lease is terminated. In the event this Lease is terminated pursuant to Section 13, Lessee shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property.

## SECTION NINETEEN NOTICES

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

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

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

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

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

## SECTION TWENTY PARAGRAPH HEADINGS

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

## SECTION TWENTY-ONE GOVERNING LAW

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

any action arising out of or under this Lease or the non-performance thereof shall be in the District Court, Mesa County, Colorado.

SECTION TWENTY-TWO  
INUREMENT

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

SECTION TWENTY-THREE  
ADDITIONAL PROVISIONS

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

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

ATTEST:

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Wanda Winkelmann      Date  
City Clerk

\_\_\_\_\_  
Greg Caton      Date  
City Manager

LESSEE:

LESSEE:

VanWinkle Ranch LLC

VanWinkle Ranch LLC

\_\_\_\_\_  
Howard VanWinkle      Date  
Member of VanWinkle Ranch LLC

\_\_\_\_\_  
Janie VanWinkle      Date  
Member of VanWinkle Ranch LLC

**EXHIBIT A** to that certain Ranch Lease dated the \_\_\_\_\_ day of May, 2020, by and between the City of Grand Junction, a municipal corporation, and VanWinkle Ranch LLC

**SOMERVILLE RANCH**

**TOWNSHIP 1 SOUTH, RANGE 2 EAST, UTE MERIDIAN**

- Section 20: NW1/4 SE1/4 SW1/4 and the S1/2  
EXCEPT SW1/4 SW1/4  
AND EXCEPT NW1/4 SE1/4 SW1/4.
- Section 21: E1/2 SW1/4, SE1/4 NW1/4 and N1/2 NW1/4.
- Section 22: S1/2 NE1/4, SE1/4, N1/2 SE1/4 SW1/4,  
SE1/4 SE1/4 SW1/4, and E1/2 SW1/4 SE1/4  
SW1/4.
- Section 23: E1/2 SW1/4, NW1/4 SW1/4, E3/4 SW1/4 NW1/4 and  
W1/2 SE1/4.
- Section 26: N1/2 SW1/4, SW1/4 SW1/4 and S1/2 NW1/4.
- Section 27: ALL  
EXCEPT NE1/4 NE1/4  
AND EXCEPT SW1/4 SE1/4 and S1/2 SW1/4.
- Section 28: SE1/4 SW1/4 SW1/4, NE1/4 NE1/4, S1/2 NE1/4,  
E1/4 NW1/4 NE1/4, SW1/4 NW1/4, W1/2 NE1/4  
NW1/4 and S1/2  
EXCEPT SE1/4 SW1/4 SW1/4 SW1/4
- Section 29: SE1/4 NE1/4.
- Section 33: N1/2 NE1/4
- Section 34: ALL,  
EXCEPT NE1/4 SW1/4 NE1/4, SW1/4 SW1/4 and  
W1/2 NW1/4.
- Section 35: S1/2 NE1/4, N1/2 SE1/4, SE1/4, SE1/4, NE1/4  
SW1/4, SE1/4 NW1/4 and W1/2 NW1/4.
- Section 36: SW1/4 NW1/4 and SW1/4

**TOWNSHIP 2 SOUTH, RANGE 2 EAST, UTE MERIDIAN**

- Section 1: SE1/4NE1/4, SW1/4 NE1/4, S1/2, NW1/4 NW1/4, and S1/2  
NW1/4.
- Section 2: NE1/4 SE1/4 and S1/2 SE1/4.
- Section 8: NW1/4 SE1/4 and SW1/4 NE1/4.
- Section 9: NE1/4 SE1/4.
- Section 10: NW1/4SE1/4, SW1/4SW1/4, S1/2 NE1/4, NE1/4 SE1/4, N1/2  
SW1/4, S1/2SE1/4 and SE1/4 NW1/4.

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

EXHIBIT A (Continued)

Section 11: NE1/4, N1/2 SE1/4, N1/2 SW1/4, S1/2 NW1/4,  
S1/2 SE1/4 and S1/2 SW1/4.

Section 12: N1/2.

Section 15: W1/2NW1/4

Section 17: W1/2 NE1/4 and N1/2, NW1/4.

TOWNSHIP 11 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

Section 19: S1/2 SE1/4, SE1/4 SW1/4 and Lot 4.

Section 20: S1/2 SW1/4.

Section 25: S1/4,

EXCEPT S1/2 SE1/4 and ½ of the SE1/4 SW1/4

Lying North and East of a diagonal line

Running from the Northwest corner to the

Southeast corner of said SE1/4 SW1/4.

Section 26: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4.

Section 27: W1/2 SE1/4/

Section 28: S1/2

Section 29: N1/2 NE1/4, SE1/4 SE1/4 and W1/2.

Section 30: E3/4.

Section 31: NE1/4 and E1/2 SE1/4.

Section 32: E1/2 NE1/4, W1/2 SE1/4 and W1/2.

Section 33: N1/2, NE1/4 SW1/4 and SE1/4.

Section 34: ALL.

Section 35: ALL.

TOWNSHIP 12 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

Section 30: Lots 11, 13, 14

TOWNSHIP 12 SOUTH, RANGE 98 WEST, SIXTH PRINCIPAL MERIDIAN

Section 12: Lot 13

Section 13: Lot 4

Section 14: Lots 2, 3 and 5

Section 25: SE1/4SE1/4

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

THE PROPERTY IS SUBJECT TO THE FOLLOWING LEASES:

1. Lease of a 30-foot road right-of-way for ingress and egress to Rocky Mountain Gas Company by instrument recorded August 21, 1975 in Book 1044 at Page 209. This lease affects Sections 25, 26, 35 and 36, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado.
2. Lease to Pikes Peak Broadcasting Company, a Colorado Corporation, for Purpose of installing and maintaining a television and radio broadcasting antenna and tower with an easement for ingress and egress, recorded December 10, 1979 in Book 1234, Page 293. This lease affects Sections 32, 33, 34, 35 and 36, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado.
3. Lease to Kenneth Johnson for a term of 50 years for a cabin together with the right of ingress and egress, recorded, recorded May 1, 1972 in Book 975, Page 965. This lease affects the NE1/4 of the NW1/4 of the NW1/4 of Section 27, and the E1/2 of Section 35, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado, Township 11 South Range 97 West, Sixth Principal Meridian. Mesa County, Colorado.
4. Lease to the United States of America acting through the Bureau of Reclamation, Department of the Interior, for the purpose of ingress and egress to radio repeater station site, recorded September 19, 1988 in Book 1715, Page 690. This lease affects the SW1/4 SW1/4 of Section 25, SE1/4. This lease affects the SW1/4 SW1/4 of Section 25, SE1/4 SE1/4 of Section 26
5. Lease to the U.S. Department of Transportation Federal Aviation Administration for a road right-of-way, 30 feet in width, across sections 26, 27, 34, and 35, Township 11, South Range 97 West, of the 6th Principle meridian, Mesa County, Colorado.

**ANDERSON RANCH**

Township 2 South, Range 2 East, Ute Meridian:

- Section 13: The South 1/2 of the South 1/2;  
Section 23: The NE1/4 of the NE1/4;  
Section 24: The North 1/2; AND ALSO, the North 1/2 of the South 1/2.

Township 12 South, Range 98 West, 6th P.M.:

- Section 24: The SW1/4 of the SE1/4;  
Section 25: The NW1/4; The NW1/4 of the NE1/4; AND ALSO,  
that part of the SW1/4 of Section 25 described as Beginning at the Southwest corner of said Section 25; thence S 89°37' E 335.60 feet; thence N 35°17' E 1586.60 feet; thence N 33°28' E 1600.00 feet to a point on the North line of said SW1/4; thence West to the West 1/4 corner of said Section 25; thence S 00°09' E along the West line of the SW1/4 to the Point of Beginning;  
Section 26: Lots 1, 2, 3 and 4;  
Section 35: Lots 1 and 2.

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

**EXHIBIT B** to that certain Ranch Lease dated the \_\_\_\_\_ day of May, 2020, by and between the City of Grand Junction, a Colorado home rule municipal corporation, and VanWinkle Ranch LLC.

**SOMERVILLE RANCH**

**DIRECT FLOWS**

<u>Name</u>	<u>Decreed Source</u>	<u>Amount</u>	<u>Adjudication Date</u>	<u>Appropriation Date</u>
ADA	Whitewater Creek	3.60 cfs	6-01-16	10-17-07
ADA	Whitewater Creek	7.20 cfs Conditional	6-01-16	10-17-07
Brandon Ditch Enlarged	Whitewater Creek	3.80	7-21-59	6-01-00
Brandon Ditch 2 <sup>nd</sup> Enlargement	Whitewater Creek	24.80	7-21-59	4-15-40
Evers Ditch	Whitewater Creek	0.53 cfs	2-07-90	6-30-83
Guild Ditch No. 1	Whitewater Creek	1.08 cfs	6-01-16	5-14-09
Guild Ditch No. 1	Whitewater Creek	6.84 cfs Conditional	6-01-16	5-14-09
Guild Ditch No. 2	Whitewater Creek	1.08 cfs	6-01-16	5-14-09
Guild Ditch No.2	Whitewater Creek	6.84 cfs	6-01-16	5-14-09
Gulch Ditch	Whitewater Creek	0.36	2-07-90	10-18-87
Orchard Mesa Ditch	Whitewater Creek	0.36	2-07-90	1-05-87
Pioneer of Whitewater	Whitewater Creek	3.55 cfs.	2-07-90	8-09-84

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

**RESERVOIRS**

<u>Name</u>	<u>Decreed Source</u>	<u>Amount</u>	<u>Adjudication Date</u>	<u>Appropriation Date</u>
Somerville Reservoir	Whitewater Creek	837.00af	7-21-59	7-19-45

**MISCELLANEOUS**

<u>Name</u>	<u>Decreed Source</u>	<u>Amount</u>	<u>Adjudication Date</u>	<u>Appropriation Date</u>
Somerville Ranch Irrigation System	Whitewater Creek	3.00 cfs	3-13-71	6-01-82

**ANDERSON RANCH**

Anderson Ranch will have all of the direct flow from the North Fork of Kannah Creek during the irrigation season (April through October).

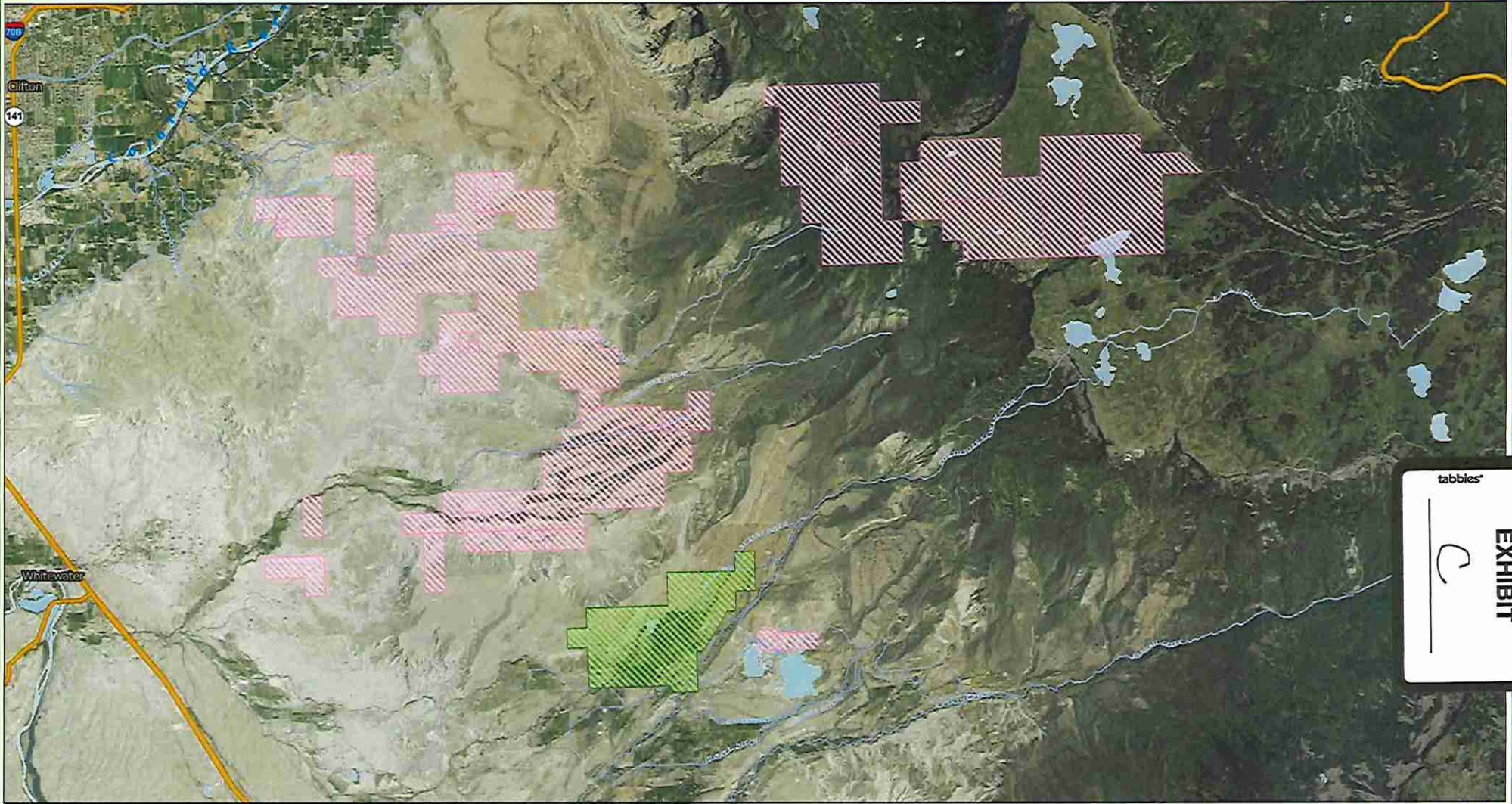
Thereafter, winter stock water use will be from the Kannah Creek flow line at the stock tanks.

Water from storage will be determined on or before the 1<sup>st</sup> day of June and the Lessee notified.

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

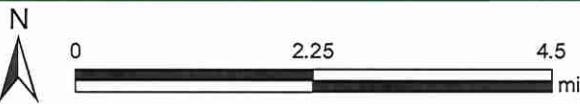
# Somerville and Anderson Ranch Leases



tabbles<sup>®</sup>

EXHIBIT

C



Date: 12/16/2019

1 inch = 6,019 feet



**Appendix A**

Somerville and Anderson Ranch lease:

Performance Objectives:

General

1. Lessee will utilize the public and private lands for grazing as appropriate and as outlined in the annual grazing plan submitted to City each December. Cattle trespass situations on US Forest Service lands or BLM lands shall be dealt with promptly. Failure to respond within a 48-hour period after receiving notification of a trespass situation may result in notice to the Lessee of forfeiture of the lease as outlined in Section 13 of this Lease. Close attention to this term is necessary to retain the BLM grazing permit in the Whitewater Common Allotment and to prevent contamination within the Town of Palisade's watershed near Kruzen Springs. Losses of either of these two areas as a result of inadequate cattle management will devalue the City's use and enjoyment of its lands.
2. Water available to City lands, either by *direct* flow or *stored* water, will be utilized by the Lessee to the fullest extent possible, not wasted. Return flows from City lands will be minimized to the extent possible. Flows will be measured where weirs are installed and recorded by the Lessee as flows change at the head-gates to ditches feeding City lands and in the laterals feeding various irrigated pastures. This usage will be recorded in a manner directed by the City when requested. This data will be subject to review at the management meeting held on or before the first day of November of each year between the City Utility Department and the Lessee. Water conservation practices and improvements are important for the Lessee to undertake as, from time to time, water will be removed from ranch lands for other decreed purposes.
3. The Lessee is responsible for improvements to leased properties as stated in the Lease. Work of a permanent nature either to buildings or land is subject to City approval. This includes but is not limited to new roads, new fences, new ditches, woodcutting and drainage improvements. These can be discussed at the bi-annual meetings or at other times arranged between the City and the Lessees.
4. Subleases to or use of City buildings by individual(s), other than the Lessee, must be approved in advance by the City Utility Department. Reimbursements for the sublease, either monetarily or in exchange for services, must be approved by the City.
5. Lessee will utilize the National Resources Conservation Service (NRCS) and will take advantage of appropriate land and water programs available through NRCS. Permanent land and water projects, proposed by the Lessee, will be reviewed for funding from NRCS.

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

6. Lessee will cooperate financially with the City, Mesa County and others in a long-term project to control and eliminate the spread of noxious weeds on City lands. This includes the spread of Russian Olive and Tamarisk trees. Noxious weeds are defined as those on the Mesa County list of noxious weeds. This item will be an agenda item on the bi-annual management meeting held in late Fall of each year.
  
7. Relationships with neighboring landowners and water users are important to the City of Grand Junction. Cordial relationships with other private and public landowners is material to continued use of City lands for water development purposes. Lessee will take special care to work with neighboring landowners and users on all grazing, water, weed, and fencing issues.

\_\_\_\_\_ City

\_\_\_\_\_ Lessee

## APPENDIX B

### HUNTING LEASE AGREEMENT

THIS HUNTING LEASE AGREEMENT ("Lease" or "Agreement") is made by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and VanWinkle Ranch LLC, hereinafter referred to as "the Lessee".

#### RECITALS:

A. The City is the owner of real property situated in Mesa County Colorado, commonly known as the Somerville and Anderson Ranches' and hereinafter referred to as "the Property".

B. The Lessee desires to lease the exclusive hunting rights on the Property under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, promises, covenants and conditions herein specified, the parties hereto mutually agree as follows:

1. The City hereby leases to the Lessee the exclusive right to conduct private hunting activities on the Property. The term of this Lease shall commence with the 2020 game hunting season as defined by the Colorado Parks and Wildlife ("the CPW") and terminate upon expiration of the 2029 game hunting season as defined by the CPW.

2. The Lessee agrees to pay to the City as rental for rights granted under this Lease a sum of money which represents twenty percent (20%) of the total fees paid to the Lessee from hunters using and occupying the Property. Said sums of money shall be due and payable to the City in annual installments on or before ten (10) days following the conclusion of the hunting season as defined by the CPW.

3. The Lessee or the Hunting Client, defined below, shall at all times during this Lease secure and maintain in effect all licensing and registration requirements of the Colorado Office of Outfitters Registration, if any. In the event the Lessee or Hunting Client fails to be or become licensed and registered with the Colorado Office of Outfitters Registration when required, or if the Lessee's or Hunting Client's license to provide outfitting services is revoked, for whatever reason, then this Lease shall automatically terminate. It is Lessee's responsibility to ensure that the Hunting Client is licensed and registered if the Lessee is not and its required by law.

4. The Lessee agrees to:

a. Use reasonable care in the use of the Property and to keep the Property free from all litter, debris, human waste, and to provide sanitary human waste facilities on the "Bench" and "Cow Camp" on the Somerville Ranch agreed upon by the City and maintain said facilities in a manner that will not allow human waste to remain upon the surface of the ground or to enter into any water course or water way, including, but not limited to, streams, creeks, ponds, springs, ditches and reservoirs.

b. Waive and forego any claim, cause of action or demand the Lessee may have against the City, its officers, employees and agents, for injury to or destruction of any property of the Lessee or any third party which may be lost, injured, damaged, destroyed or devalued as a result of the act, or failure to act, of the Lessee or any third party; and to indemnify the City, its officers, employees and agents, and to hold the City, its officers, employees and agents, harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the Lessee's use of the Property.

c. Not use the Property for any purpose which is prohibited by the laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental agency having control, jurisdiction or authority over the Property and the Lessee's use thereof. The Lessee agrees to comply with all police, fire and sanitary regulations imposed by any governmental agency either now in force or hereinafter enacted, and to not use the Property for any improper or questionable purposes whatsoever.

d. At the Lessee's sole expense and during the term of this Lease, purchase and maintain in effect suitable Comprehensive General Liability Insurance which will protect the Lessee and the City, its officers, employees and agents from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of \$500,000.00, combined single limit. The certificate of insurance must be deposited with the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

e. Comply with all Workers Compensation laws and, if required by such Workers Compensation laws, provide proof of Workers Compensation insurance to the City. Said Workers Compensation insurance shall cover obligations imposed by applicable laws for any employee engaged by Lessee in the performance of work on the Property.

f. Coordinate the Lessee's activities with the CPW to ensure that the harvest of animals will not exceed the harvest objectives of the CPW.

g. Restrict open campfires and smoking to locations which are acceptable to the City or which meet regulations outlined by Mesa County, Bureau of Land Management, or U.S. Forest Service during times of extreme fire hazard.

h. Provide the City an accurate accounting annually of the amount(s) and type(s) of animal(s) harvested during each season, within ten (10) days following the conclusion of the hunting season as defined by the CPW.

i. Prior to any third party using or occupying the Property for hunting purposes (hereinafter "hunting client"), the Lessee shall obtain for the City a waiver, hold harmless and indemnity agreement prepared by the City and executed by each of the Lessee's hunting clients which provides that each such hunting client agrees to waive and forego any claim, cause of action or demand that each such hunting client may have against the City, its officers, employees and agents, for injury to or destruction of any property of the Lessee's hunting clients which may be lost, damaged, destroyed or devalued as a result of the act, or failure to act, of the Lessee, the Lessee's hunting clients or any third party; and to indemnify the City, its officers, employees and agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the use of or presence on the Property by the Lessee's hunting clients. (See "Appendix C").

5. The Lessee represents that it is familiar with the Property and its boundaries and accept the same in its present condition; The Lessee agrees that the condition of the Property is sufficient for the purposes of the Lessee. The City makes no warranties, representations or promises that the Property is sufficient for the purposes of the Lessee. The Lessee agrees that its use of the Property shall be at the Lessee's own risk; the City shall not be responsible or liable for the success of the Lessee's operation or the loss of profits or opportunities.

6. The Lessee shall endeavor to cause all of its employees and hunting clients to at all times conduct themselves in a proper and responsible manner.

7. The Lessee shall, during the term of this Lease, have the exclusive right to remove trespassers from the Property; provided, however, that the Lessee acknowledges that its exercise of said right shall be at the Lessee's own risk; provided, further, that the Lessee acknowledges that the City, its officers, employees and agents, shall have the right to be on the Property during the term of this Lease and may inspect the Property and the Lessee's occupancy thereof at any time.

8. Notwithstanding anything herein to the contrary, if the Lessee is in default in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon giving three (3) days advanced written notice. If the Lessee fails within any such three (3) day period to remedy each and every default specified in the City's notice, this Lease shall automatically terminate. If the Lessee remedies such default(s), the Lessee shall not thereafter have the right to cure or remedy within three (3) days with respect to the same default(s), but rather, the Lessee's rights under this Agreement shall, with respect to subsequent similar default(s), automatically terminate upon the giving of written notice by the City.

This Lease shall automatically terminate in the event the Lessee: becomes insolvent; is subject to a bankruptcy filing whether voluntary or involuntary; is subject to an assignment for the benefit of creditors or if a receiver is appointed; a member(s) should suffer death or become disabled to the extent that would preclude the Lessee from fulfilling each and every term and condition under this Agreement; fail in any manner to comply with any of the terms, covenants or conditions of this Lease (to be kept and performed by the Lessee); or should the Lessee, its employees or agents, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage(s) to the Property in any substantial manner. In such event, the City may immediately retake possession of the Property and the Lessee agrees that prior monies received by the City shall be retained by the City. The Lessee further agrees that the City shall have the right to sue for the balance of payments not received, to lease the hunting rights on the Property to a third party, and any other lawful remedy.

If this Lease is terminated by the City, except termination due to the expiration of the Lease term, the Lessee shall have reasonable access to and from the Property for a reasonable time, but not to exceed thirty (30) days, to remove the Lessee's personal property. If the Lessee fails to remove the Lessee's personal property within said thirty (30) day period, the City shall not be responsible for the care and safekeeping thereof and may, at its option, remove and store the same in a safe and reasonable manner, the cost, expense and risk of which shall be borne by the Lessee. The Lessee agrees that items not timely recovered by the Lessee may be sold by the City to cover expenses, with net proceeds after expenses paid to the Lessee. The City may, at its option, set off amounts owed under this Lease against the proceeds of said sale.

9. The Lessee shall not sublet, assign or transfer any of its interest in this Lease, or enter into any contract or agreement affecting the Lessee's interests in this Lease without obtaining the prior written approval of the City. The City is entering into this Lease with VanWinkle Ranch LLC with the knowledge and reliance that Howard VanWinkle and Janie VanWinkle are the only members of the limited liability company. If the number of members or the members themselves change within the limited liability company, the City may terminate this Lease immediately or as soon thereafter as the City determines in its discretion appropriate. The City agrees that Janie and Howard VanWinkle's son, Dean VanWinkle may be included as a member of the limited liability company.



**APPENDIX C**

**AGREEMENT**

As an expressed condition of the right to hunt on property owned by the City of Grand Junction, a Colorado home rule municipality, the undersigned, hereinafter referred to as "the Permittee", does hereby agree to: Indemnify the City of Grand Junction, its officers, employees and agents and to hold the City of Grand Junction, its officers, employees and agents, harmless from all claims, causes of action or demand the Permittee may have against the city of Grand Junction, its officers, employees and agents, for injury to or destruction of any property of the Permittee or any third party which may be lost, injured, damaged, destroyed or devalued as a result of the act, or failure to act, of the Permittee or any third party; indemnify the City of Grand Junction, its officers, employees and agents, and to hold the City of Grand Junction, its officers, employees and agents harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the Permittee's use of or presence upon the Property.

Please Print:

Name of Permittee: \_\_\_\_\_

Permittee's Legal Address: \_\_\_\_\_

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Permittee:

\_\_\_\_\_

Witness:

By: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_-20

**A RESOLUTION AUTHORIZING A TEN-YEAR LEASE OF  
THE CITY'S SOMERVILLE AND ANDERSON RANCH PROPERTIES  
TO VANWINKLE RANCH LLC**

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

**SOMERVILLE RANCH**

**TOWNSHIP 1 SOUTH, RANGE 2 EAST, UTE MERIDIAN**

- Section 20: NW1/4 SE1/4 SW1/4 and the S1/2  
EXCEPT SW1/4 SW1/4  
AND EXCEPT NW1/4 SE1/4 SW1/4.
- Section 21: E1/2 SW1/4, SE1/4 NW1/4 and N1/2 NW1/4.
- Section 22: S1/2 NE1/4, SE1/4, N1/2 SE1/4 SW1/4,  
SE1/4 SE1/4 SW1/4, and E1/2 SW1/4 SE1/4  
SW1/4.
- Section 23: E1/2 SW1/4, NW1/4 SW1/4, E3/4 SW1/4 NW1/4 and  
W1/2 SE1/4.
- Section 26: N1/2 SW1/4, SW1/4 SW1/4 and S1/2 NW1/4.
- Section 27: ALL  
EXCEPT NE1/4 NE1/4  
AND EXCEPT SW1/4 SE1/4 and S1/2 SW1/4.
- Section 28: SE1/4 SW1/4 SW1/4, NE1/4 NE1/4, S1/2 NE1/4,  
E1/4 NW1/4 NE1/4, SW1/4 NW1/4, W1/2 NE1/4  
NW1/4 and S1/2  
EXCEPT SE1/4 SW1/4 SW1/4 SW1/4
- Section 29: SE1/4 NE1/4.
- Section 33: N1/2 NE1/4
- Section 34: ALL,  
EXCEPT NE1/4 SW1/4 NE1/4, SW1/4 SW1/4 and  
W1/2 NW1/4.
- Section 35: S1/2 NE1/4, N1/2 SE1/4, SE1/4, SE1/4, NE1/4  
SW1/4, SE1/4 NW1/4 and W1/2 NW1/4.
- Section 36: SW1/4 NW1/4 and SW1/4

**TOWNSHIP 2 SOUTH, RANGE 2 EAST, UTE MERIDIAN**

- Section 1: SE1/4NE1/4, SW1/4 NE1/4, S1/2, NW1/4 NW1/4, and S1/2  
NW1/4.
- Section 2: NE1/4 SE1/4 and S1/2 SE1/4.
- Section 8: NW1/4 SE1/4 and SW1/4 NE1/4.
- Section 9: NE1/4 SE1/4.



Section 10: NW1/4SE1/4, SW1/4SW1/4, S1/2 NE1/4, NE1/4 SE1/4, N1/2 SW1/4, S1/2SE1/4 and SE1/4 NW1/4.

Section 11: NE1/4, N1/2 SE1/4, N1/2 SW1/4, S1/2 NW1/4, S1/2 SE1/4 and S1/2 SW1/4.

Section 12: N1/2.

Section 15: W1/2NW1/4

Section 17: W1/2 NE/4 and N1/2, NW1/4.

#### TOWNSHIP 11 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

Section 19: S1/2 SE1/4, SE1/4 SW1/4 and Lot 4.

Section 20: S1/2 SW1/4.

Section 25: S1/4,  
EXCEPT S1/2 SE1/4 and ½ of the SE1/4 SW1/4  
Lying North and East of a diagonal line  
Running from the Northwest corner to the  
Southeast corner of said SE1/4 SW1/4.

Section 26: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4.

Section 27: W1/2 SE1/4/

Section 28: S1/2

Section 29: N1/2 NE1/4, SE1/4 SE1/4 and W1/2.

Section 30: E3/4.

Section 31: NE1/4 and E1/2 SE1/4.

Section 32: E1/2 NE1/4, W1/2 SE1/4 and W1/2.

Section 33: N1/2, NE1/4 SW1/4 and SE1/4.

Section 34: ALL.

Section 35: ALL.

#### TOWNSHIP 12 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

Section 30: Lots 11, 13, 14

#### TOWNSHIP 12 SOUTH, RANGE 98 WEST, SIXTH PRINCIPAL MERIDIAN

Section 12: Lot 13

Section 13: Lot 4

Section 14: Lots 2, 3 and 5

Section 25: SE1/4SE1/4

### **ANDERSON RANCH**

Township 2 South, Range 2 East, Ute Meridian:

Section 13: The South 1/2 of the South 1/2;

Section 23: The NE1/4 of the NE1/4;

Section 24: The North 1/2; AND ALSO, the North 1/2 of the South 1/2.

Township 12 South, Range 98 West, 6th P.M.:

Section 24: The SW1/4 of the SE1/4;

Section 25: The NW1/4; The NW1/4 of the NE1/4; AND ALSO,  
that part of the SW1/4 of Section 25 described as Beginning at the Southwest corner of said Section 25; thence S 89°37' E 335.60 feet; thence N 35°17' E 1586.60 feet; thence N 33°28' E 1600.00 feet to a point on the North line of said SW1/4; thence West to the West 1/4 corner of said Section 25; thence S 00°09' E along the West line of the SW1/4 to the Point of Beginning;

Section 26: Lots 1, 2, 3 and 4;

Section 35: Lots 1 and 2.

WHEREAS, The City Council has reviewed and found to be appropriate a lease of the Somerville and Anderson ranches (the above described property) to VanWinkle Ranch LLC for a period of ten (10) years, commencing on May 1, 2020, and expiring on April 30, 2030.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with VanWinkle Ranch LLC for the lease of the described property for a term of ten (10) years, commencing on May 1, 2010, and expiring on April 30, 2020.

PASSED and ADOPTED this 15th day of April 2020.

Attest:

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

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



**Grand Junction City Council**

**Regular Session**

**Item #4.b.**

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**Meeting Date:** April 15, 2020

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

Resolutions Authorizing Dry Grazing Leases of City Properties South of Whitewater to Sallie Marie Smith and Zane Baldwin and a Resolution Authorizing a Lease of City Property in Whitewater for Radio Broadcasting to MBC Grand Broadcasting, Inc. (KNZZ Radio)

**RECOMMENDATION:**

The City Council Property Committee considered the leases and the Committee and staff recommend favorably consideration and approval by the Council.

**EXECUTIVE SUMMARY:**

Sally Marie Smith has requested renewal of a dry grazing lease of 190 acres of City property located south of Whitewater.

Zane Baldwin has requested renewal of a dry grazing lease of 240 acres of City property located south of Whitewater.

MBC Grand Broadcasting, Inc. (KNZZ Radio) has requested renewal of a lease of City Property located south of Whitewater for radio broadcast transmitting.

**BACKGROUND OR DETAILED INFORMATION:**

The City owns 471 acres of land south of Whitewater and west of Highway 50. The City purchased the property in 1954 from C.V. Hallenbeck for the appurtenant water rights. The Hallenbeck purchase included several hundred acres ranging from semi-arid properties near Whitewater to irrigated sub-alpine lands in the Kannah Creek, Purdy

Mesa and Grand Mesa areas. All water rights acquired from Hallenbeck were promptly converted to allow dual use for either agricultural or municipal purposes.

The City has retained ownership of these lands to allow the City to participate in future actions which may effect their use and value.

The City presently leases 190 acres for dry grazing purposes to Sally Marie Smith.

Resolution No. 20-10 was adopted on April 19, 2010 granting a lease to Sally Mary Smith for a term of five years, commencing on May 1, 2010 and expiring on April 30, 2015; provided that in the event Ms. Smith performed all the required duties and obligations pursuant to the terms of the lease, the City, in its sole discretion, may extend the lease for an additional five year period.

City staff reviewed the lease with the City Council Property Committee. The Committee and staff recommends extending the lease for three additional one year terms, terminable in the City's sole discretion with one year advance written notice provided to Ms. Smith. The reduced lease term is recommended as the City will be evaluating if this land is appropriate for land application of biosolids.

The City leases 240 acres for dry grazing purposes to Zane Baldwin. A dry grazing lease was executed on December 12, 2015, granting Zane Baldwin a grazing lease for a term of five years, commencing on May 1, 2015 and expiring on April 30, 2020. That lease did not include an extended term; Mr. Baldwin has requested that the City grant an extension.

City staff reviewed the lease with the City Council Property Committee. The Committee and staff recommends extending the lease for three additional one year terms, with the lease being terminable in the City's sole discretion with one year advance written notice provided to Mr. Baldwin. The reduced lease term is recommended as the City will be evaluating if this land is appropriate for land application of biosolids.

The City presently leases 40 acres to MBC Grand Broadcasting, Inc. (KNZZ Radio) for radio broadcast transmitting. Such property has been used, leased and occupied without cessation since 1968 by various entities as a 50 KW radio broadcast transmitting site.

Resolution 08-09 was adopted on January 21, 2009 granting a lease to MBC Grand Broadcasting, Inc. for radio broadcast transmitting on such property for a period of ten years, commencing on January 1, 2009 and continuing through December 31, 2019. City staff recommends renewing the lease for another ten years. City staff reviewed the proposed lease terms with the City Council Property Committee.

The City's Property Committee met on March 11, 2020 and agreed to the extension of the three leases.

**FISCAL IMPACT:**

The Resolution and attached lease agreement to renew the dry grazing lease between the City of Grand Junction and Sally Mae Smith requires Ms. Smith to pay to the City \$500 per year for up to three years for a total of \$1500.

The Resolution and attached lease agreement to renew the dry grazing lease between the City of Grand Junction and Zane Baldwin requires Mr. Baldwin to pay to the City \$400 per year for up to three years for a total of \$1200.

The Resolution and attached lease agreement to renew the radio broadcast transmitting lease between City of Grand Junction and MBC Grand Broadcasting (KNZZ Radio) requires MBC Grand Broadcasting to pay to the City \$2000 each year for a ten year term for a total of \$20,000.

**SUGGESTED MOTION:**

I move to approve/deny the following proposed resolutions:

a) Resolution No. 17-20 to renew the dry grazing lease agreement, on the terms provided in the Resolution and the attached Agreement and Exhibits and for the reasons stated herein, by and between the City of Grand Junction and Sally Marie Smith;

b) Resolution No. 18-20 to renew the dry grazing lease agreement, on the terms provided in the Resolution and the attached Agreement and Exhibits and for the reason stated herein, by and between the City of Grand Junction and Zane Baldwin; and,

c) Resolution No. 19-20, the radio broadcast transmitting lease agreement, on the terms provided in the Resolution and the attached Agreement and Exhibits and for the reason stated herein, by and between the City of Grand Junction and MBC Grand Broadcasting, Inc.

**Attachments**

1. Resolution - Sally Marie Smith - Grazing Lease - 040220
2. Resolution - Zane Baldwin Dry Grazing Lease - Final - 040220
3. Resolution - Lease - MBC Grand Broadcasting - 040220

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A DRY GRAZING LEASE OF CITY OF PROPERTY (190 ACRES) TO SALLY MARIE SMITH**

**Recitals.**

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

Township 2 South, Range 1 East of the Ute Meridian:

In Section 23: The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence Northwesterly in a straight line to the Point of Beginning,

AND ALSO

In Section 24: The SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the East 25.0 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ,

AND ALSO,

A nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50,

AND ALSO,

A strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 24.

All in the County of Mesa, State of Colorado

The City Council deems it appropriate to lease the dry grazing rights associated with the above described property to Sally Marie Smith for three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Ms. Smith. The first term would commence May 1, 2020 and expiring on April 30, 2021, at which time this Lease shall expire; provided, however, that in the event

Ms. Smith performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement. The second one-year term would commence May 1, 2022 and expire on April 30, 2023. In the event Ms. Smith performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement. The third one-year term would commence May 1, 2023 and expire on April 30, 2024.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Dry Grazing Lease Agreement with Sally Marie Smith for three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Ms. Smith. The first term would commence May 1, 2020 and expiring on April 30, 2021, at which time this Lease shall expire; provided, however, that in the event Ms. Smith performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement. The second one-year term would commence May 1, 2022 and expire on April 30, 2023. In the event Ms. Smith performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement. The third one-year term would commence May 1, 2023 and expire on April 30, 2024.

PASSED and ADOPTED this \_\_\_\_\_ day of April, 2020.

Attest:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk

\_\_\_\_\_  
J. Merrick Taggart  
President of Council

## DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Sally Marie Smith, hereinafter referred to as "Lessee".

### Recitals.

- A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".
- B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.
- C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.
2. Term. The term of this Lease shall be for three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Lessee at the address in paragraph 16. The first term is to commence on May 1, 2020, and shall continue through April 30, 2021, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the second term commencing on May 1, 2021, and expiring on April 30, 2022 at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the third term commencing on May 1, 2022, and expiring on April 30, 2023., as more fully set forth in paragraph 12 below.
3. Reservations from Lease. The City reserves from this Lease and retains unto itself:
  - a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
  - b. all hunting rights concerning the Property, which includes antiquities, artifacts and game;



c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and

e. all water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent and Taxes.

4.1 Lessees agree to pay City, as rental for the Property, improvements and appurtenances, the total sum of \$1500. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2020	\$ 500	\$ 250	\$ 250
2021	\$ 500	\$ 250	\$ 250
2022	\$ 500	\$ 250	\$ 250

Lessees may utilize one of the following options for making rental payments:

- a) Lessees may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b) Lessees may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessees choose to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 10<sup>th</sup> day of May and December during the term of this Ranch Lease.
- c) All rental payments paid by Lessee to the City shall be delivered either by mail or personal deliver to:

City of Grand Junction Finance Department  
Accounts Receivable  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

All rental payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment".

d) The Lessee shall be obligated to pay any and all taxes property taxes assessed because of the Lessee's possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property. Taxes shall be paid to Mesa County.

4.2 In the event rental and/or tax payments are not received on or before the specified due dates, subject to the provisions of Section 11, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed eighteen(18) Animal Units per Month ("AUM"). For the purposes of this Agreement, an AUM is one cow with calf over a one-month period. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage

of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy required by this Lease and approved by the City Manager ' is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration of or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

## 8. Hazardous Substances.

8.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

8.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

9. Environmental Clean-Up.

9.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other

release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

11. Default, Sublet, Termination.

11.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee, or (b) abandon or vacate the Property, or (c) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for three (3) additional one (1) year periods, commencing on May 1, 2023, and expiring on April 30, 2024 ("extended term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an extended term, Lessee shall, on or before October 15, 2022, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

13.3 The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. Lessee agrees to defend, indemnify and hold the City harmless from any claim for real estate brokerage

commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of or in connection with this Lease.

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

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

15.3 This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

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

To the City:  
City of Grand Junction  
Attn: Water Services Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

With Copy to:  
City of Grand Junction  
Attn: City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

To Lessee:  
Sally Marie Smith  
33129 Mill Tailing Road  
Whitewater, CO 81527-9409

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement; Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk

\_\_\_\_\_  
Greg Caton  
City Manager

Lessee:

\_\_\_\_\_  
Sally Marie Smith



**EXHIBIT "A"**

**DESCRIPTION OF "THE PROPERTY"**

**DRY-GRAZING LEASE A**

**Dry-Grazing Lease A**

Township 2 South, Range 1 East of the Ute Meridian:

In Section 23: The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence Northwesterly in a straight line to the Point of Beginning,

AND ALSO

In Section 24: The SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the East 25.0 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ,

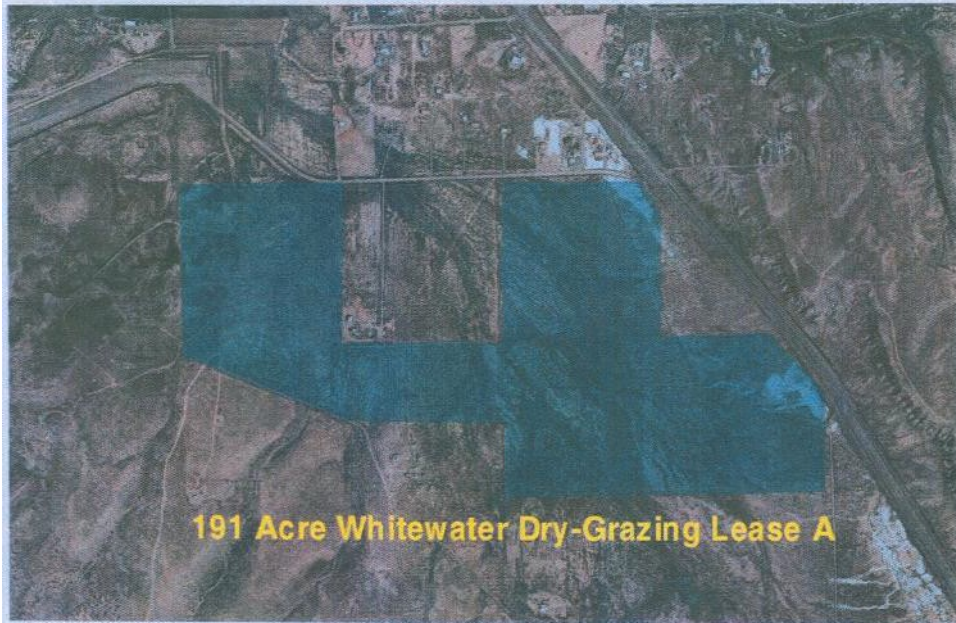
AND ALSO,

A nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50,

AND ALSO,

A strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 24.

All in the County of Mesa, State of Colorado



**191 Acre Whitewater Dry-Grazing Lease A**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A DRY GRAZING LEASE OF CITY OF PROPERTY (240 ACRES) TO ZANE BALDWIN**

**Recitals.**

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

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 2 South, Range 1 East of the Ute Meridian,

AND ALSO

Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

All in the County of Mesa, State of Colorado.

The City Council deems it appropriate to lease the dry grazing rights associated with the above described property to Zane Baldwin for three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Mr. Baldwin. The first term would commence May 1, 2020 and expiring on April 30, 2021, at which time this Lease shall expire; provided, however, that in the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement. The second one-year term would commence May 1, 2022 and expire on April 30, 2023. In the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement. The third one-year term would commence May 1, 2023 and expire on April 30, 2024.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Dry Grazing Lease Agreement with Zane Baldwin for

three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Mr. Baldwin. The first term would commence May 1, 2020 and expiring on April 30, 2021, at which time this Lease shall expire; provided, however, that in the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every term contained in the attached Agreement. The second one-year term would commence May 1, 2022 and expire on April 30, 2023. In the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreement to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with the Property at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreement. The third one-year term would commence May 1, 2023 and expire on April 30, 2024.

PASSED and ADOPTED this \_\_\_\_\_ day of April, 2020.

Attest:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk

\_\_\_\_\_  
J. Merrick Taggart  
President of Council

## DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the 1<sup>st</sup> day of May, 2020 by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Zane Baldwin, hereinafter referred to as "Lessee".

### Recitals.

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".

B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.

C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.

2. Term. The term of this Lease shall be for three, one-year terms, terminable in the City's sole discretion with one (1) year written advance notice of termination to Lessee at the address in paragraph 16. The first term is to commence on May 1, 2020, and shall continue through April 30, 2021, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the second term commencing on May 1, 2021, and expiring on April 30, 2022, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with the provisions of this Lease. Lessee shall have the first right of refusal to lease the dry grazing rights to the Property for the third term commencing on May 1, 2022, and expiring on April 30, 2023, as more fully set forth in paragraph 12 below.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

- a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
- b. all hunting rights concerning the Property;
- c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the

conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and

e. water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent and Taxes.

4.1 Lessees agree to pay City, as rental for the Property, improvements and appurtenances, the total sum of \$1,200. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2020	\$ 400	\$ 200	\$ 200
2021	\$ 400	\$ 200	\$ 200
2022	\$ 400	\$ 200	\$ 200

\*The 2020 May 1 payment shall be made with the signing of this Agreement.

Lessee may utilize one of the following options for making rent payments:

- a. Lessee may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b. Lessee may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessee choose to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 10<sup>th</sup> day of May and December during the term of this Ranch Lease.
- c. All rent payments paid by Lessee to the City shall be delivered either by mail or personal delivery to:

City of Grand Junction Finance Department  
Accounts Receivable  
250 North 5th Street  
Grand Junction, CO 81501-2668

All rent payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment".

d. The Lessee shall be obligated to pay any and all property taxes assessed because of the Lessee's possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property Taxes shall be paid to Mesa County.

4.2 In the event rental and/or tax payments are not received on or before the specified due dates, subject to the provisions of Section 11, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed eighteen (18) Animal Units per Month ("AUM"). For the purposes of this Agreement, an AUM is one cow with calf over a one-month period. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any

such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy required by this Lease and approved by the City's Manager's is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration of or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

## 8. Hazardous Substances.

8.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

8.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or



b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

9. Environmental Clean-Up.

9.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage transportation or disposal of Hazardous Substances;

b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.

c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from

Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's

obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

#### 10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

#### 11. Default, Sublet Termination.

11.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee, or (b) abandon or vacate the Property, or (c) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be

void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

12. Option to Extend Lease If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for three (3) additional one (1) year periods, commencing on May 1, 2023, and expiring on April 30, 2024 ("extended term"), upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an extended term, Lessee shall, on or before October 15, 2022, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

### 13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

13.3 The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. Lessee agrees to defend, Indemnify and hold the City harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of or in connection with this Lease.

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon,

under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

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

15.3 This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

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

To the City:

City of Grand Junction  
Attn: Water Services Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

With Copy to:

City of Grand Junction  
Attn: City Attorney 250  
North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

To Lessee:

Zane Baldwin  
3223½ B¼ Rd.  
Grand Junction, CO 81503

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement: Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

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

\_\_\_\_\_  
Greg Caton, City Manager

Lessee:

\_\_\_\_\_  
Zane Baldwin

**EXHIBIT "A"**  
**DESCRIPTION OF "THE PROPERTY"**  
**Dry-Grazing Lease B**

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 2 South, Range 1 East of the Ute Meridian,

AND ALSO

Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

All in the County of Mesa, State of Colorado.



**240 Acre Whitewater Dry-Grazing Lease B**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND RATIFYING A NEW LEASE AGREEMENT  
BETWEEN THE CITY OF GRAND JUNCTION AND  
MBC GRAND BROADCASTING, INC.**

**Recitals.**

The City of Grand Junction is the owner of certain real property in the County of Mesa, State of Colorado, located near Whitewater, Colorado. MBC Grand Broadcasting, Inc. ("Tenant") currently leases the property and desires to continue said lease agreement.

The City is also desirous of continuing the lease arrangement. The City has agreed to lease the Property to Tenant and Tenant has agreed to lease the Property from the City, pursuant to the terms, covenants and conditions of this Lease.

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

The City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute and enter into the attached Lease Agreement with MBC Grand Broadcasting, Inc.

PASSED and ADOPTED this \_\_\_\_\_ day of April, 2020.

Attest:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk

\_\_\_\_\_  
J. Merrick Taggart  
President of Council



## LEASE AGREEMENT

THIS Lease Agreement ("**Lease**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **the City of Grand Junction**, a Colorado home rule municipality, 250 N. 5<sup>th</sup> Street, Grand Junction, CO, 81501 ("Landlord" or "City") and **MBC Grand Broadcasting, Inc.**, a Pennsylvania business corporation, with an address of 300 East Rock Road, Allentown, Pennsylvania 18103 ("Tenant").

### Recitals

- A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit A**, attached hereto and incorporated herein by reference. Said real property, together with the access road for ingress, egress and utilities purposes described on said **Exhibit A**, are hereinafter collectively referred to as "the Property".
- B. The Property has been used, leased and occupied without cessation since 1968 by various entities as a 50 KW radio broadcast transmitting site. Tenant presently owns and operates the radio broadcast transmitting facilities (collectively, "Tenant's Property") located on, along, over and upon the Property and desires to lease the Property from the City for the sole purposes of operating, maintaining and repairing Tenant's Property and related appurtenances.
- C. The City has agreed to lease the Property to Tenant and Tenant has agreed to lease the Property from the City, pursuant to the terms, covenants and conditions of this Lease.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows:

- 1. **Grant of Lease.** The City hereby leases the Property to Tenant and Tenant hereby accepts and leases the Property from the City, for the term stated in Section 3 and subject to each and every other term, covenant, condition and restriction stated in this Lease.
- 2. **Reservations from Lease.** The City retains and reserves unto itself:
  - a. all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
  - b. all water and water rights, ditches and ditch rights, appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purposes;
  - c. all rights to grant, sell, bargain and convey ownership interest(s) in and

to the Property, or any division thereof, to any other party, including the conveyance of easements; and

d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for any conveyance in lieu of condemnation. Tenant hereby assigns and transfers to the City any claim it may have to compensation for damages as a result of any condemnation, except for compensation for damages of Tenant's Property actually so taken.

The City may exercise its rights with respect to the property interests so reserved so long as the exercise of those rights does not unreasonably interfere with Tenant's use and quiet enjoyment of the Property for the purposes set forth in this Lease.

3. **Term of Lease.** The term of this lease shall be for a period of ten (10) years (the "Basic Term"), commencing on the 15<sup>th</sup> day of April, 2020 (the "Commencement Date") and continuing through the 14<sup>th</sup> day of April, 2029, on which date this Lease shall expire unless this Lease is extended pursuant to the provisions of Section 4 or unless this Lease is otherwise terminated as herein provided. The term "Lease Year" shall mean a period of twelve (12) successive calendar months following each anniversary of the Commencement Date.
4. **Option to Extend Lease.** If Tenant performs as required pursuant to this Lease, the City hereby gives and grants to Tenant an option to extend this Lease for four (4) additional ten (10) year period(s) (each, an "Extension Term")(the Basic Term and any Extension Term are sometimes hereinafter referred to collectively as the "Term"). If this Lease is extended for an Extension Term, the Extension Term shall be upon the same terms and conditions of this Lease or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Tenant's option for an Extension Term, Tenant shall give written notice to the City of Tenant's desire and intention to exercise Tenant's option to extend not less than ninety (90) days prior to the expiration of the Basic Term or the then existing Extension Term, as appropriate.
5. **Lease Amount and Taxes.** Tenant agrees to pay to the City, at the address of the City as set forth in Section 16.2 or at such other address as the City may from time to time designate in writing, an annual Lease payment for the use of the Property as set forth herein.
  - 5.1 The annual Lease payment for the Basic Term shall be in the amount of Two Thousand Dollars (\$2,000). The annual Lease payment for the first Extension Term, if applicable, shall be in the amount of Two Thousand Dollars (\$2,000). Lease payments for any subsequent Extension Terms shall be negotiated between the parties at that time.
  - 5.2 All Lease payments shall be due and payable on or before the May 1 of each

Lease Year without demand by the City. In the event Lease payments are not received on or before May 10 of each Lease Year, Tenant agrees to pay a late charge of \$100.00 for each week (not to exceed a total amount of \$200.00) following May 1 of each Lease Year, which late charge shall be added to the amount of Lease payment due. This Lease, at the option of the City, shall automatically terminate, and the City may immediately retake possession of the Property, if the specified Lease payments are not received by the City on or before May 15 of each Lease Year.

**5.3** The Lessee shall be obligated to pay any and all property taxes assessed because of the Lessee's possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property. Taxes shall be paid to Mesa County.

## **6. Use and Condition of Property.**

- 6.1** During the Basic Term and any Extension Term of this Lease, Tenant agrees to use the Property solely for the purpose of installing, constructing, operating and maintaining radio broadcast transmission facilities and appurtenances related thereto. Tenant's use and occupancy of the Property shall be subject to the rules, rulings and regulations of any governmental authority having jurisdiction over Tenant or the Property, either now in effect or hereinafter enacted, including, but not limited to, the Federal Communications Commission ("FCC"), the State of Colorado and the County of Mesa. Tenant shall not use or permit the Property to be used for any other purpose or in any manner contrary to the laws, ordinances or regulations of any such governmental authority.
- 6.2** Prior to the installation or construction of additional facilities and/or improvements upon the Property, Tenant shall obtain the City's written approval of all plans for additional facilities and/or improvements to be constructed upon the Property by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Such additional facilities and/or improvements shall become part of Tenant's Property. It is the City's desire that the Property and the improvements to be installed thereon by Tenant will be reasonably compatible with the landscape of the City's adjacent property. To this end, Tenant agrees to comply with all reasonable requirements with the City may impose on Tenant, including, but not limited to, colorings and aesthetics for equipment and facilities (except as required by the FCC or the FAA), transmitters, landscape improvements, building materials and fencing materials. If, for whatever reason, the City does not approve of Tenant's plans, Tenant may terminate this Lease. In such event, Tenant shall restore the Property to a condition which is comparable with or better than that which existed prior to entry upon the Property by the Tenant.
- 6.3** Tenant shall not commit nor permit waste, damage or injury to the Property.

- 6.4** Tenant's use of the access road is non-exclusive. The City shall have the joint right to use said access road and the City may further authorize third parties to use said access road.
- 6.5** Subject to Section 6.6. below, Tenant shall maintain and repair all aspects of the Property at Tenant's sole cost and expenses, including but not limited to, fences, access roads, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition. Subject to Force Majeure Events (as defined in Section 18 below), if Tenant refuses or neglects to commence repairs or perform maintenance work on the Property required under the terms hereof to be performed or paid for by the Tenant within thirty (30) days after written demand by the City or any other governmental authority, or fails to complete such repairs or perform such maintenance within a reasonable time thereafter, the City may enter upon the Property and make such repairs or perform such maintenance without liability to the Tenant's operations by reasons thereof, and if the City makes such repairs or performs such maintenance, Tenant shall pay to the City, on demand, as additional rent, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the City for such repairs or maintenance work until paid in full by the Tenant. Any repairs made or maintenance performed by Tenant or the City, subject to Force Majeure Events, shall be completed expeditiously.

The City shall not be obligated nor required to repair damages to any portion or aspect of the Property, nor to provide access, even if such damages are caused by or result from operations occurring on adjacent lands leased by the City to other tenants, unless such damages are caused by the City and not covered by insurance maintained by Tenant.

- 6.6** Tenant has inspected the Property and accepts the Property in its present condition. Tenant agrees that the condition of the Property is sufficient for the purposes of the Tenant. If the Property deteriorates or is damaged due to fire, flood, or other casualty not caused by the City, to the extent where it is no longer functional for the purposes of the Tenant, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the Tenant's own risk, provided, however, that in the event the Property is damaged or deteriorates to the extent where it is no longer functional for the purposes of the Tenant, the Tenant may, at its option, terminate this Lease by giving notice to the City that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of the notice of termination and the parties shall have only those duties to each other under this Lease that expressly continue; provided, however, the City shall refund to the Tenant that portion of the Lease payment prorated as of the date of termination.

- 6.7** The City makes no representations or warranties regarding any hazardous, toxic or regulated substances on, under or about the Property, except to the extent that the City states that it has not deposited or cause to be deposited on, under or about the Property any hazardous, toxic or regulated substances.
- 7. Additional Fees and Charges.** In addition to making Lease payments, Tenant shall arrange and pay for, when due:
- 7.1** all costs and expenses, including but not limited to, deposits, user fees, interest and penalties, for utilities furnished to the Property, including but not limited to, all electricity, natural gas, water, sewer, cable and telephone services, trash and recyclables disposal;
- 7.2** all general real property and personal property taxes and all special assessments of any kind levied against the Property during the Term.
- 8. Insurance.** Tenant shall purchase and at all times maintain in effect commercial general liability which will protect the City, its officers, employees and agents from liability in the event of loss of life, personal injury or property damage, suffered by any person or persons on, about or using the Property, including Tenant and employees, agents, licensees and guests of Tenant. Such insurance policy shall have terms and amounts approved by the Risk Manager of the City. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "the City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the Risk Manager of the City is not at all times in full force and effect, this Lease shall automatically terminate.
- 9. Limited Liability of the City for Damage.**
- 9.1** The City's liability for damage or injury claims to persons or property, including Tenant's Property, from any cause relating to the occupancy and use of the Property by Tenant, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the Term, or for any injury or damage to any property of Tenant from any cause, shall be limited to the monetary limitations, rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101 et seq., as from time to time amended, or otherwise available.
- 9.2** The City shall not be liable to Tenant for any damages or any loss of profits or loss of opportunities claimed by Tenant or for interruption of Tenant's business or operations resulting from fire, the elements, casualty of any kind or the temporary closure of any public highway providing access to and from the Property.

**10. Pledges.** Tenant shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security its interest in any of the Property, without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

**11. Hazardous Substances.**

**11.1** The term "Hazardous Substances", as used in this Lease, shall mean any substance which is:

- a. defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority;
- b. a petroleum hydrocarbon, including but not limited to, crude oil or any fraction thereof, hazardous, toxic or reproductive toxicant;
- c. regulated pursuant to any law;
- d. any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, applicable to Tenant or the Property and pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

**11.2** Tenant shall not cause or permit to occur by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Tenant's use and occupancy of the Property, including but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance, in violation of any Environmental Law, either now in force or hereinafter enacted.

**12. Environmental Clean-Up.**

**12.1** The following provisions shall be applicable to Tenant and to Tenant's agents, guests, invitees, contractors, licensees and employees with respect to the Property:

- a. Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Tenant shall, at Tenant's sole cost and expense, make all submissions to provide all information required by and/or comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances by Tenant on, under or about the Property, Tenant shall, at Tenant's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Tenant shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Tenant fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Tenant's behalf and in such case, Tenant shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Tenant's obligations hereunder.
- e. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease.

**12.2** Tenant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances on or from the Property and the violation of any Environmental Law and other applicable law by Tenant and/or Tenant's agents, guests, invitees, contractors, licensees and employees that occur with respect to the Property during the Term, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Tenant's obligations and liabilities hereunder shall survive the expiration or termination of this Lease.

**12.3** To the extent authorized by law, the City shall indemnify, defend and hold the Tenant harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances on or from the Property and the violation of any Environmental Law and other applicable law by the City. The City's obligations and liabilities hereunder shall survive the expiration or termination of this Lease.

### **13. Default, Sublet, Termination, Assignment.**

#### **13.1** Should Tenant:

- a. default in the performance of its agreements or obligations herein and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Tenant; or
- b. abandon or vacate the Property; or
- c. be declared bankrupt, insolvent, make a general assignment for the benefit of creditors, or if a receiver is appointed, for all or substantially all of Tenant's assets;

the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Tenant of any covenant or agreement to be performed by Tenant. Upon reentry, the City may remove the Tenant's Property and personnel of Tenant and store Tenant's Property in a warehouse or at a place selected by the City, at the expense of Tenant and without liability to the City. Any such reentry shall not work as forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Tenant for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Tenant with the rent obtained after deducting the costs reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Tenant, including but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reverslonary rights.

**13.2** Except as otherwise provided for (automatic and immediate termination), if Tenant is in default in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon giving ninety (90) days written notice. If the Tenant fails within any such ninety (90) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Tenant remedies such default, Tenant shall not thereafter have the right of ninety (90) days (to remedy) with respect to a similar subsequent default, but rather, Tenant's rights shall, with respect to a subsequent similar



default, terminate upon the giving of notice by the City.

**13.3** Tenant shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees and agents of Tenant, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of an assignment of this Lease or sublease, Tenant shall not be released from its obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Tenant shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Tenant in this Lease is not assignable by operation of law without the formal approval and ratification by the City Council of the City. Notwithstanding anything in this Section to the contrary, Tenant shall have the right, without the City's consent, to assign this Lease or sublet the Property or portions thereof to any entity that is controlled by Tenant, is under common control with Tenant or which controls Tenant. Upon written consent from the City, which consent shall not be unreasonably withheld or delayed, Tenant may lease space on the tower and in the transmitter building for the receiving and/or transmitting of radio, television, cable, microwave and cellular signals.

**13.4** This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Tenant's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Tenant will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Landlord under this Lease if such transferee agrees to assume and perform the City's obligations under this Lease that accrue from and after the date of the transfer.

**14. Fees or Commissions.** The parties to this Lease warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The City and Tenant agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

## **15. Notices.**

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

To the City: City of Grand Junction  
Attn: John Shaver, City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668  
Fax: 970-244-1456

To Tenant: KNZZ Radio  
c/o David Beck, Station Manager  
1360 E. Sherwood Drive  
Grand Junction, CO 81501-7575

- 16. Surrender, Holding Over.** Tenant shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. Upon the expiration or termination of this Lease, Tenant shall remove within thirty (30) days after the last day of the Lease Term, any or all of Tenant's Property, as Tenant elects in a notice to the City. Upon the removal of any of Tenant's Property, Tenant shall restore and re seed that part of the Property disturbed by such removal as soon as possible. It is agreed that the thirty (30) day period for the removal of Tenant's Property shall be extended by any period that the Property is inaccessible for such purpose due to snow, adverse weather conditions, fire and other matters beyond Tenant's reasonable control (each, a "Force Majeure Event"). In the event Tenant fails to vacate and surrender the Property as provided in this Section, Tenant agrees that Tenant shall pay to the City the sum of \$50.00 per day for each and every day thereafter until Tenant has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Tenant fails to vacate and surrender the Property upon the expiration or termination of this Lease and that said \$50.00 daily fee is an appropriate liquidated damages amount.
- 17. Total Agreement; Applicable to Successors.** This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.
- 18. Counterparts.** This Lease may be signed in one or more counterparts, each of which will be deemed a duplicate original.

IN WITNESS WHEREOF, the parties have each executed this Lease dated the day and year first above written.

**LANDLORD:**

**CITY OF GRAND JUNCTION**, a Colorado  
Home rule municipality,

By: \_\_\_\_\_  
Greg Caton, City Manager

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

MBC Grand Broadcasting, Inc., a  
Pennsylvania business Corporation

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Description of the Property:

Lot 3 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado.

### Description of the access road for ingress, egress and utility purposes:

A twenty-five (25) foot wide tract or parcel of land, being 12.5 feet on each side of the following described center line:

Beginning at a point on the South boundary line of Lot 2 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado, from whence the Southeast Corner of said Lot 2 bears East a distance of 180.0 feet; Thence running Northeasterly to a point on the East boundary line of said Lot 2 from whence the Southeast Corner of said Lot 2 bears South a distance of 1260.0 feet, said point being the Point of Terminus of said center line



## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** April 15, 2020

**Presented By:** Lance Gloss, Associate Planner

**Department:** Community Development

**Submitted By:** Lance Gloss, Associate Planner

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### **Information**

#### **SUBJECT:**

A Resolution Concerning the Issuance of a Revocable Permit to 2H Mechanical, LLC to Allow for Portions of Parking Stalls to Encroach upon the Valley Court Right-of-Way Adjacent to 757 Valley Court

#### **RECOMMENDATION:**

Staff recommends approval of this request.

#### **EXECUTIVE SUMMARY:**

2H Mechanical, LLC is requesting a Revocable Permit to allow for portions of parking stalls to encroach into a part of the Valley Court right-of-way adjacent to 757 Valley Court. The parking stalls currently encroach into this area without a Revocable Permit and have encroached since 1981. A site plan proposal has received approval to allow an office addition at 757 Valley Court, which would entail conversion of three of the existing encroaching parking stalls to two ADA-compliant handicap-accessible stalls. The proposed Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the encroachment from the right-of-way should it be necessary in the future.

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

##### **BACKGROUND**

The property at 757 Valley Court has applied for approval to construct a 3,000 square foot office addition on the northeast corner of the existing 15,000 square foot warehouse and office building. However, a portion of the parking at that property

encroaches in the public right-of-way. A site plan cannot be approved at the subject property without the removal of encroachments into the right-of-way or the issuance of a revocable permit for such an encroachment. The recent approval of a major site plan for the 3,000 square foot office addition also entails upgrades to parking, including the conversion of three of the existing encroaching parking stalls to two ADA-compliant handicap-accessible stalls. The property is zoned I-1 (Light Industrial) which allows parking to be located between the building and the right-of-way, but not in the right-of-way.

The encroachment is longstanding and has no demonstrated negative impacts. The parking area in question has encroached upon the Valley Court right-of-way since the building was originally constructed in 1981, and the industrial street section of the Valley Court right-of-way has not significantly changed since that time, nor is a significant change to Valley Court contemplated for the near future. The likelihood of future changes to Valley Court was further reduced with the construction of Connector Road to the northeast of the site in 2013-2014, which provides an alternative access from the industrial properties on Valley Court to Highway 6 & 50.

The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the encroachment from the right-of-way should it be necessary in the future.

## **ANALYSIS**

Per Section 21.02.180 (c) of the Grand Junction Zoning and Development Code, requests for a revocable permit must demonstrate compliance with all of the following criteria:

a. There will be benefits derived by the community or area by granting the proposed revocable permit.

The granting of this permit will allow the continued development of the subject property toward its most efficient use of impermeable surfaces. By contrast, denial of the permit to allow the existing encroachment into the Right of Way will require additional impervious surface to be constructed, as well as potentially substantial reorganization of this commercial property, in order to continue development of the property at an urban intensity. The City seeks to minimize increases in impervious surface area for the purposes of managing storm water and improving community aesthetics.

Therefore, this criterion has been met.

b. There is a community need for the private development use proposed for the City property.

There is a community need for the private development use (parking) to be located on City property as the property owners request to upgrade parking to the full requirements of the Code, including bringing the property into compliance with ADA standards for handicapped access.

Therefore, this criterion has been met.

c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.

The existing Valley Court Right of Way is suitable for a minor encroachment of parking stalls lying mostly on private property. This Right of Way is considered by City Community Development staff to be larger than necessary, recognizing that current development standards may not have required the Valley Court Right of Way to be the width that it is at present. Instead, the City would now include the area of encroachment in a 14-foot multi-purpose easement. Further, in the time since this section of the Valley Court Right of Way was constructed in its current form, access from the area to the north of the subject property to Highway 6 & 50 has been substantially improved. Constructed in 2013-2014, Connector Road now routes traffic to 22 Road and onto the highway, reducing traffic on Valley Court. There is no expectation for a major increase in traffic pressure on Valley Court in the near future. The encroachment of parking into the Right of Way does not interfere with any anticipated future City improvements and does not create a site distance problem. The granting of the Revocable Permit does not inhibit the City or other utility companies from maintaining their required infrastructure, if necessary.

Therefore, this criterion has been met.

d. The proposed use shall be compatible with the adjacent land uses.

All adjacent properties are zoned for light industrial uses. The existing office and manufacturing uses on the subject property are "allowed" land uses within all residential zone districts. Parking areas are a requirement for the expansion of the existing uses on the subject property, as is contemplated by the site plan concurrently under review by the City Community Development Department. The proposed encroachment is compatible with adjacent land uses as it meets, and with the exception of it being located within City right-of-way, all of the standards set forth under Section 21.06.040(f).

Therefore, this criterion has been met.

e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural

hazard areas.

The encroachment of parking into the Valley Court Right of Way has not resulted in any demonstrable negative effects on access, circulation, natural hazards, or neighborhood character in the approximately 39 years since the parking area was developed in its present location.

This property has retained essentially its same development pattern since that time, and has helped to establish neighborhood character, as this property was one of the first Valley Court properties to develop at an urban intensity. Further, traffic circulation in the area has since been improved by the construction of Connector Road as described above.

No adverse comments concerning the proposed Revocable Permit were received from the utility review agencies during the staff review process.

Therefore, this criterion has been met.

f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.

The proposed use, which is existing but is proposed to expand, conforms to all City standards, codes and regulations. The proposal also conforms to the Comprehensive Plan, in particular the following goals:

**Goal 6:** Land-use decisions will encourage preservation of existing buildings and their appropriate reuse.

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

Specifically, the issuance of the proposed revocable permit will allow the continued urbanization of this light industrial area consistent with its long-standing character. Allowing the encroachment will also allow the upgrading of the parking at the site to better accommodate disabled and handicapped individuals in compliance with the Americans with Disabilities Act (ADA), whereas there is no ADA-compliant parking at the site as it exists today.\

Therefore, this criterion has been met.

g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, Chapter Two of the Zoning and Development Code and the



SSID Manual.

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

Therefore, this criterion has been met.

### **FINDINGS OF FACT/CONCLUSIONS**

After reviewing the application by 2H Mechanical, LLC, RVP-2020-120, for the issuance of a Revocable Permit for encroachment of an existing parking area located within an existing improved right-of-way, City Staff makes the following findings of fact:

1. The review criteria in Section 21.02.180(c) of the Grand Junction Zoning and Development Code have all been met or addressed.

### **FISCAL IMPACT:**

This action does not have a direct fiscal impact to the City.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 20-20, a resolution concerning the issuance of a revocable permit to 2H Mechanical, LLC to allow for portions of parking stalls to encroach upon the Valley Court right-of-way adjacent to 757 Valley Court.

### **Attachments**

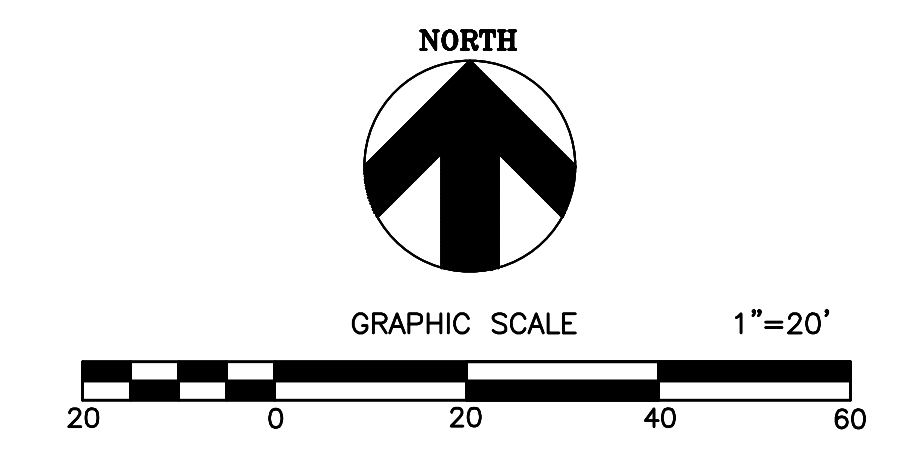
1. Proposed Site Plan (File No. SPN-2020-57)
2. Site Location and Maps
3. Proposed Exhibit A
4. Proposed Exhibit B
5. Draft Revocable Permit
6. Draft Revocable Permit Agreement
7. Draft Resolution

- ⊠ ELECTRIC PED./VAULT/MTR
- ⊠ POWER POLE
- ⊠ GAS METER
- ⊠ TELEPHONE PED.
- ⊠ SAN. SEWER MANHOLE
- ⊠ FIRE HYDRANT
- ⊠ WATER METER/MANHOLE
- ⊠ MAIL BOX
- ⊠ BUILDING MOUNT LIGHT
- E— ELECTRIC LINE
- T— TELEPHONE/CABLE LINE
- W— WATER LINE
- S— SEWER LINE
- G— GAS LINE
- X— FENCE LINE
- ▬▬▬ EDGE OF ASPHALT
- CONCRETE

List of Abbreviations

BOW	Back of Walk
CL	Centerline
Conc.	Concrete
Cor	Corner
EOA	Edge of Asphalt
EOP	Edge of Pav
FG	Finish Grade
FL	Flow Line
G.V.A.L.C.S.	Grand Valley Area Local Coordinate System
INV	Invert
MCSM	Mesa County Survey Monument
R	Radius
R.O.W.	Right of Way
San.	Sanitary
Sec	Section
sq.ft.	Square Feet
TOB	Top of Berm
TOC	Top of Concrete
Typ.	Typical
UG	Under Ground

All construction and materials shall comply with City of Grand Junction Specifications and Standards details.  
 The contractor shall have a signed copy of the plans and a copy of the City of Grand Junction Specifications and Standards on the job site.



**SITE & COMPOSITE PLAN**

757 Valley Court  
 Grand Junction, CO 81505  
 Parcel #2697-361-02-006  
 Zone: I-1, Acreage: 1.77

LAND USE BREAKDOWN

Building Footprint	18,000 sq. ft.
Tent Storage	4,745 sq. ft.
Concrete	3,815 sq. ft.
Asphalt	31,470 sq. ft.
Gravel	6,981 sq. ft.
Landscape	12,039 sq. ft.
<b>Total</b>	<b>77,050 sq. ft. (1.77 acres)</b>

UTILITY PROVIDERS

Water	Ute Water
Sewer	City of Grand Junction
Electric	Grand Valley Power
Telephone	Century Link
Gas	Xcel Energy

City of GJ Development Inspector: Mark Barslund @ 201-1362

PARKING CALCULATION

USE	REQUIRED PARKING	CALCULATION
Office Area	1 Space/400 sq. ft.	5,500 sq.ft./400 = 14 Spaces
Storage Area	1 Space/1000 sq. ft.	17,245 sq.ft./1000 = 17 Spaces
<b>TOTAL REQUIRED</b>	<b>31 SPACES INCLUDING 2 ACCESSIBLE SPACE</b>	
<b>TOTAL PROPOSED</b>	<b>32 SPACES INCLUDING 2 ACCESSIBLE SPACE</b>	
BIKE PARKING	1 SPACE	

Note: All utility locations are approximate. Call for utility locate prior to excavation.

Note: Building will be equipped with a sprinkler system.

Note: Refer to City of Grand Junction Department of Public Works and Utilities Standard Contracts Document for standard concrete details, accessible ramp and parking stall details, curb & gutter details, v-pan details, general notes, and construction details.

Construction General Notes: Contractor shall contact Mark Barslund, City of Grand Junction's Development Inspector and 5-2-1 Drainage Authority Representative, at (970) 201-1362, a minimum of 72 hours in advance, for a pre-construction meeting prior to beginning work.



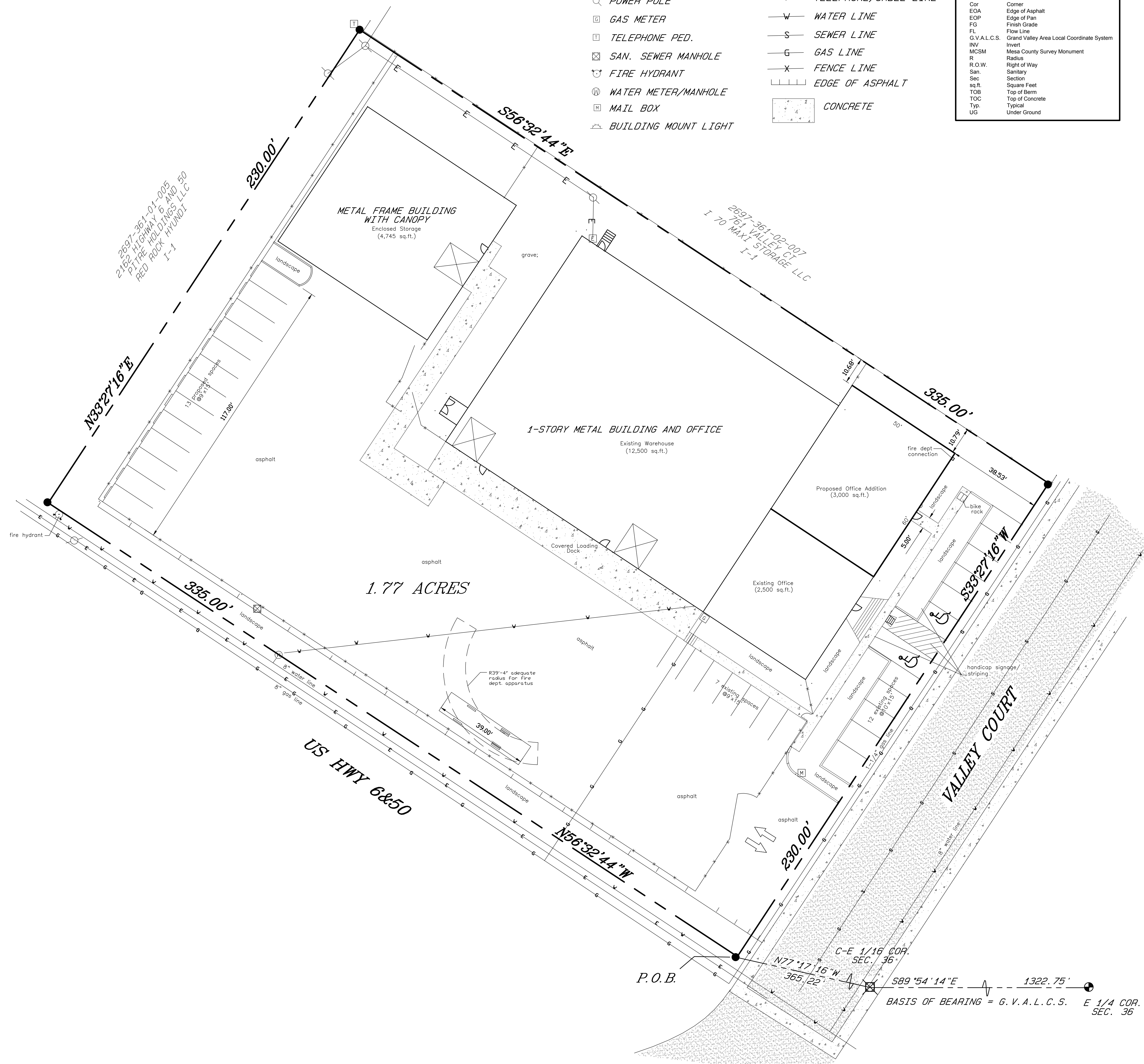
The City of Grand Junction review constitutes general compliance with the City's development standards, subject to these plans being sealed, signed, and dated by the professional of record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the professional of record.

Construction must commence within one year from the date of plan signature.

City Planner \_\_\_\_\_ Date \_\_\_\_\_

City Development Engineer \_\_\_\_\_ Date \_\_\_\_\_

\*All details, construction, inspections, and testing shall conform to City of Grand Junction Standards and Specifications. The contractor shall have a copy of the accepted plans and the current City of Grand Junction Standards and Specifications on site and available at all times.\*



REVISIONS	DATE	REMARKS	BY

**2H MECHANICAL**  
 Site & Composite Plan  
 757 Valley Ct  
 Grand Junction, CO 81505

**TPI INDUSTRIAL INC.**  
 2471 Riverside Pkway Unit A  
 Grand Junction, CO 81505  
 970-243-4642

ENGINEERING DESIGN BY  
 CCI ENGINEERING  
 CROAK CONSTRUCTION INC.  
 1129 -24- ROAD  
 GRAND JUNCTION, CO 81505  
 970-243-0577

PROJECT	<b>2H Mechanical</b>
	<b>Site/Comp Plan</b>
SCALE	<b>as shown</b>
DATE DRAWN	<b>01/28/20</b>
LATEST REVISION	
SHEET	<b>SP-10F</b>

757 Valley Court  
Revocable Permit – Parking  
Site Location and Maps

# General Location



HWY 6 AND 50

VALLEY CT

CONNECTOR RD

22 RD

PERSIGO WASH

HWY 6 AND 50

HWY 6 AND 50

HWY 6 AND 50

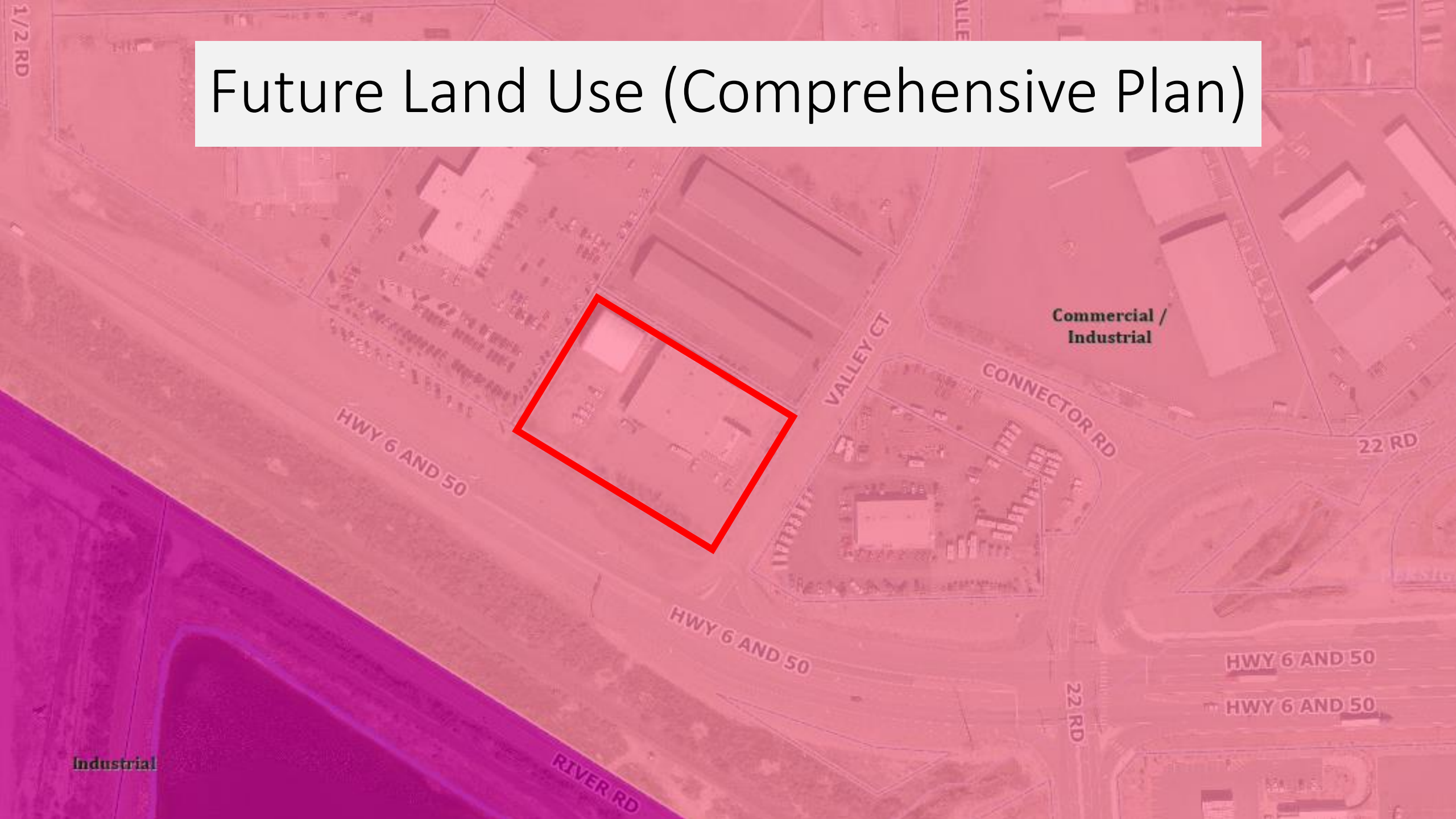
22 RD

RIVER RD

# Zoning



# Future Land Use (Comprehensive Plan)



Commercial /  
Industrial

Industrial

RIVER RD

HWY 6 AND 50

HWY 6 AND 50

HWY 6 AND 50

HWY 6 AND 50

VALLEY CT

CONNECTOR RD

22 RD

22 RD

# Site Detail

761

VALLEY CT

757

HWY 6 AND 50

756

PROPOSED  
REVOCABLE  
PERMIT AREA

LEY CT



# Site Pictometry

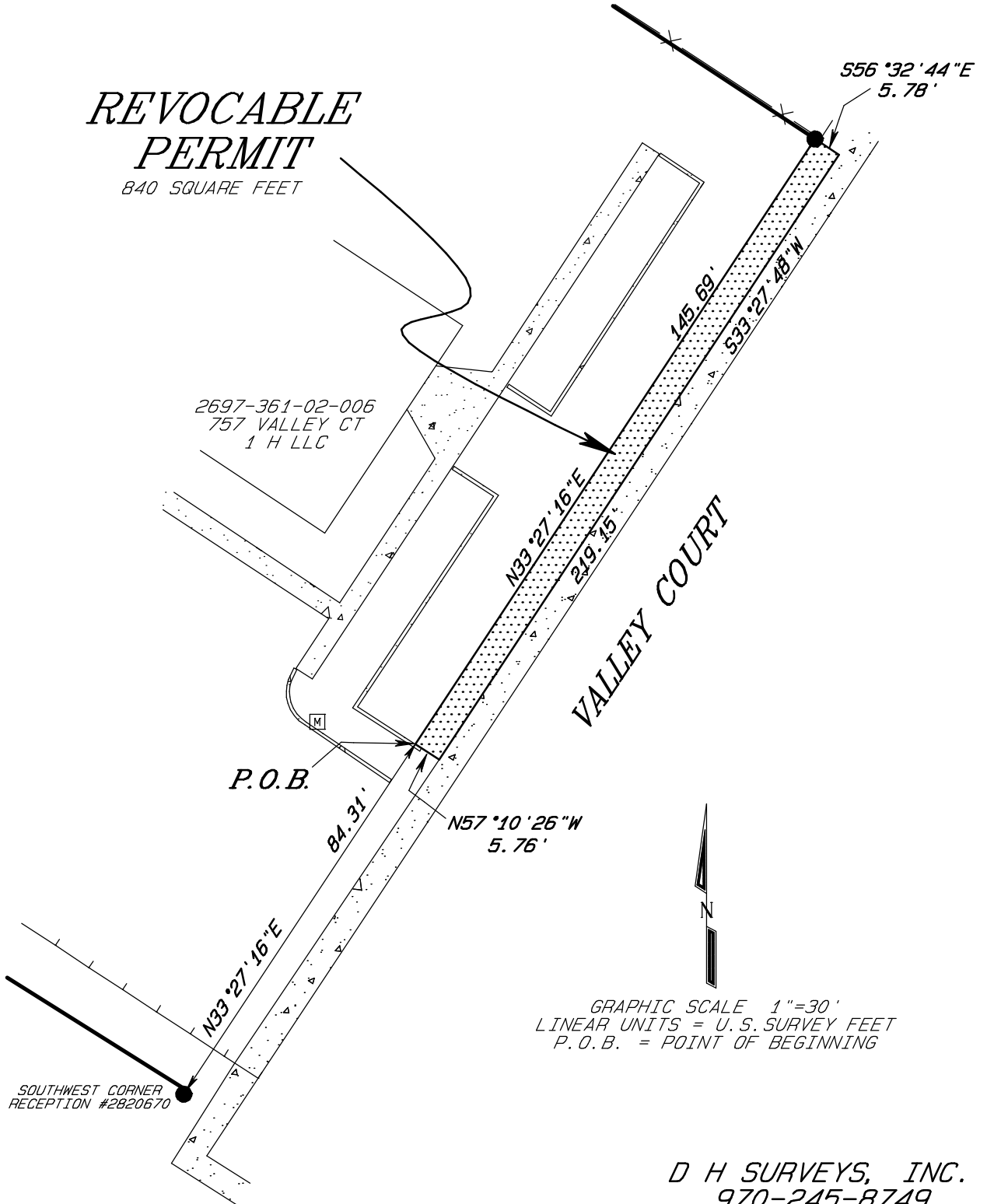




# EXHIBIT A

## REVOCABLE PERMIT

840 SQUARE FEET



2697-361-02-006  
757 VALLEY CT  
1 H LLC

P.O.B.

SOUTHWEST CORNER  
RECEPTION #2820670

VALLEY COURT



GRAPHIC SCALE 1"=30'  
LINEAR UNITS = U.S. SURVEY FEET  
P.O.B. = POINT OF BEGINNING

D H SURVEYS, INC.  
970-245-8749  
JOB #269-20-78

## **EXHIBIT A**

### **REVOCABLE PERMIT DESCRIPTION**

A strip of land situate in the SW 1/4 NE 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, also being a portion of Lot 6, Valley West Subdivision, Filing No. Two as recorded under Reception No. 1192076, City of Grand Junction, Mesa County, Colorado, being describes as follows:

Commencing at the southwest corner of a parcel of land recorded under Reception No. 2820670 of said Mesa County;  
thence N33°27'16"E a distance of 84.31 feet along the westerly right-of-way of Valley Court to the point of beginning;  
thence N33°27'16"E a distance of 145.69 feet along said right-of-way;  
thence S56°32'44"E a distance of 5.78 feet;  
thence S33°27'48"W a distance of 219.15 feet;  
thence N57°10'26"W a distance of 5.76 feet to the point of beginning.  
Said strip contains 840 square feet more or less.

This description was written by:  
Michael W. Drissel PLS  
118 Ouray Ave.  
Grand Junction, CO. 81501

## REVOCABLE PERMIT

### Recitals.

A. 2H Mechanical LLC – Ricky Houtris, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

BEG SELY COR LOT 6 VALLEY WEST FIL NO 2 N 33DEG21' E 230FT N 56DEG39' W 335FT S 33DEG21' W 230FT S 56DEG39' E 335FT TO BEG

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to construct a 6' tall metal fence within the following described public right-of-way as identified on Exhibit B:

A strip of land situate in the SW 1/4 NE 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, also being a portion of Lot 6, Valley West Subdivision, Filing No. Two as recorded under Reception No. 1192076, City of Grand Junction, Mesa County, Colorado, being describes as follows:

Commencing at the southwest corner of a parcel of land recorded under Reception No. 2820670 of said Mesa County;  
thence N33°27'16"E a distance of 84.31 feet along the westerly right-of-way of Valley Court to the point of beginning;  
thence N33°27'16"E a distance of 145.69 feet along said right-of-way;  
thence S56°32'44"E a distance of 5.78 feet;  
thence S33°27'48"W a distance of 219.15 feet;  
thence N57°10'26"W a distance of 5.76 feet to the point of beginning.

Containing approximately 840 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2020-120 in the office of the City's Community Development Division, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of

care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

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

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

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

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

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

7. Permittee shall obtain all applicable Planning Clearance's from City Planning and Mesa County Building Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

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City Clerk

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City Manager

Acceptance by the Petitioner:

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2H Mechanical LLC  
Ricky Houtris

**AGREEMENT**

Mesa County Valley School District No. 51, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Ricky Houtris,  
2H Mechanical LLC

State of Colorado    )  
  ) ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this\_\_\_\_\_ day of \_\_\_\_\_, 2020, by Ricky Houtris, 2H Mechanical LLC.

My Commission expires:\_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. \_\_-20**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO 2H MECHANICAL LLC TO ALLOW  
FOR ENCROACHMENT OF PORTIONS OF PARKING STALLS WITHIN THE  
PUBLIC RIGHT-OF-WAY SOUTHEAST OF AND ADJACENT TO 757 VALLEY  
COURT**

**Recitals.**

A. 2H Mechanical LLC – Ricky A Houtris, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

BEG SELY COR LOT 6 VALLEY WEST FIL NO 2 N 33DEG21' E 230FT N 56DEG39' W 335FT S 33DEG21' W 230FT S 56DEG39' E 335FT TO BEG

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for installation of a food processing interceptor, subject to the terms of the permit, within the limits of the following described public alley right-of-way, to wit (refer to Exhibit B for graphical representation):

A strip of land situate in the SW 1/4 NE 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, also being a portion of Lot 6, Valley West Subdivision, Filing No. Two as recorded under Reception No. 1192076, City of Grand Junction, Mesa County, Colorado, being describes as follows:

Commencing at the southwest corner of a parcel of land recorded under Reception No. 2820670 of said Mesa County;  
thence N33°27'16"E a distance of 84.31 feet along the westerly right-of-way of Valley Court to the point of beginning;  
thence N33°27'16"E a distance of 145.69 feet along said right-of-way;  
thence S56°32'44"E a distance of 5.78 feet;  
thence S33°27'48"W a distance of 219.15 feet;  
thence N57°10'26"W a distance of 5.76 feet to the point of beginning.

Said strip contains 840 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2020-120 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

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

\_\_\_\_\_  
President of the City Council





## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** April 15, 2020

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John P. Shaver, City Attorney

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### **Information**

#### **SUBJECT:**

An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications - **Continued to May 6, 2020**

#### **RECOMMENDATION:**

Staff recommends the approval of the Ordinance.

#### **EXECUTIVE SUMMARY:**

An ordinance granting a renewal of the Franchise Agreement by the City of Grand Junction to Spectrum, Pacific West LLC, locally known as "Charter Communications", its successors and assigns, for the right to furnish, sell and distribute cable television services to the City and to all persons, businesses and industry within the City and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said City all facilities reasonably necessary to furnish cable television services and the right to make reasonable use of all streets and other public places and easements as may be necessary; and fixing the terms and conditions thereof.

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

The City Charter, Article XIV, § 105, Franchise Granted Upon Vote, provides "No franchise relating to any street, alley or public place of the said city shall be granted except upon the vote of the registered electors..."

In the April 2019 election, a Charter amendment was approved that allows an amendment, renewal, extension or enlargement of any franchise without a vote by the registered electors. Staff recommended the amendment because of the, doctrine of

federal preemption found in the Supremacy Clause of the United States Constitution. The City's Charter directly conflicted with federal law by requiring a vote of the electorate for renewal of cable franchise. Federal law provides that "...any provision of law of any State, political subdivision, or agency thereof, or franchising authority, or any provision of any franchise granted by such authority, which is inconsistent with this chapter shall be deemed to be preempted and superseded."

The City Charter, Article XIV, Article XIV, § 119, Amendment, Renewal, Extension or Enlargement of Franchise, now states:

No amendment, renewal, extension or enlargement of any franchise, or grant of rights or powers previously or heretofore granted to any corporation, persons, or association of persons, shall be made except in the manner and subject to all conditions provided in this article for the making of original grants and franchises, except that renewal of any cable television franchise shall not be subject to a vote of the registered electors, but shall be made in accordance with applicable federal law.

On April 5, 2005, Bresnan Communications, LLC ("Bresnan") was granted a franchise for the operation and maintenance of a cable television system in the City (People's Ordinance No. 36). Charter Communications, Inc. ("Charter"), the parent company of Bresnan, merged Bresnan with Charter, Spectrum Pacific West, LLC ("Spectrum"). On December 5, 2018, Resolution No. 84-18 was approved, consenting to the assignment of the cable television franchise agreement to Spectrum.

The proposed ordinance renews the franchise agreement with Spectrum while serving to update the agreement to reflect changes in Federal law and an increase in the fee paid to the City. Federal law provides four considerations for renewal. Those are:

- (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
- (B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
- (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
- (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

City staff conclude that these evaluation criteria have been met and recommends the

City Council likewise find and conclude the same.

**FISCAL IMPACT:**

The ordinance establishes the annual franchise fee Spectrum will pay to the City in an amount equal to five percent (5%) of the annual Gross Revenue as allowed by Federal law.

This will double the annual revenue from \$341,000 to \$682,000. Because the agreement was not finalized during the development of the 2020 budget, the revenue was budgeted at the former % for \$341,000. Actual revenues above the budgeted revenues will add to the General Fund balance in 2020.

**SUGGESTED MOTION:**

I move to adopt/deny ordinance XXXX to renew the franchise agreement, on the terms provided in the Ordinance and for the reasons stated herein, by and between the City of Grand Junction and Spectrum, Pacific West LLC., locally known as Charter Communications.

**Attachments**

1. ORD-Charter Communications Franchise Agreement - 031820

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

**AN ORDINANCE GRANTING A RENEWAL OF THE FRANCHISE BY THE CITY OF GRAND JUNCTION TO SPECTRUM, PACIFIC WEST LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS.**

**RECITALS:**

The City Charter, Article XIV, § 105, Franchise Granted Upon Vote, provides “No franchise relating to any street, alley or public place of the said city shall be granted except upon the vote of the registered electors...”

In the April 2019 election, the City Charter was amended to allow an amendment, renewal, extension or enlargement of any franchise without a vote by the registered electors. Staff recommended the amendment because of the doctrine of federal preemption found in the Supremacy Clause of the United States Constitution. The City’s Charter directly conflicted with federal law by requiring a vote of the electorate for renewal of cable franchise. Federal law provides that “...any provision of law of any State, political subdivision, or agency thereof, or franchising authority, or any provision of any franchise granted by such authority, which is inconsistent with this chapter shall be deemed to be preempted and superseded.”

The City Charter, Article XIV, Article XIV, § 119, Amendment, Renewal, Extension or Enlargement of Franchise, now states:

No amendment, renewal, extension or enlargement of any franchise, or grant of rights or powers previously or heretofore granted to any corporation, persons, or association of persons, shall be made except in the manner and subject to all conditions provided in this article for the making of original grants and franchises, except that renewal of any cable television franchise shall not be subject to a vote of the registered electors, but shall be made in accordance with applicable federal law.

On April 5, 2005, Bresnan Communications, LLC (“Bresnan”) was granted a franchise for the operation and maintenance of a cable television system in the City (People’s Ordinance No. 36). Charter Communications, Inc. (“Charter”), the parent company of Bresnan, merged Bresnan with Charter, Spectrum Pacific West, LLC (“Spectrum”). On December 5, 2018, Resolution No. 84-18 was approved, consenting to the assignment of the cable television franchise agreement to Spectrum.

The proposed ordinance renews the franchise agreement with Spectrum.

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

An Ordinance granting a renewal of the franchise agreement by the City of Grand Junction to Spectrum, Pacific West LLC, locally known as “Charter Communications”, its successors and assigns, for the right to furnish, sell and distribute cable television services to the City and to all persons, businesses and industry within the City and the right to acquire, construct, install, locate, maintain, operate and extend into, within and

through said City all facilities reasonably necessary to furnish cable television services and the right to make reasonable use of all streets and other public places and easements as may be necessary; and fixing the terms and conditions thereof.

**CABLE FRANCHISE  
SPECTRUM, PACIFIC WEST LLC  
LOCALLY KNOWN AS “CHARTER COMMUNICATIONS”**

**ARTICLE I. DEFINITION OF TERMS**

- 1.1 For the purposes of this franchise, the following terms, phrases, words and their derivations shall have the meanings given here. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word “shall” is always mandatory and never merely directive; the word “may” is permissive. Words not defined shall be given their common and ordinary meaning.
- 1.2 *Affiliate*, when used in connection with the Grantee, shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.3 *Bad debt* means amounts billed to a subscriber and owed by the subscriber for cable service and accrued as revenues on the books of Grantee, but which are not collected after reasonable efforts have been made by the Grantee to collect them.
- 1.4 *Basic cable service* shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522) means any cable service tier which includes, at a minimum, the retransmission of local television broadcast signals, local access programming and all broadcast channels.
- 1.5 *Broadcast channel* means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 U.S.C. §534 and §535.
- 1.6 *Broadcast signal* means a television or radio signal transmitted over the air to a wide geographic audience, and received by a cable system by antenna, microwave, satellite dishes or any other means.
- 1.7 *Cable Act* means the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§521, *et seq.*)
- 1.8 *Cable operator, cable service, cable system, and channel*, shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.9 *City* means the City of Grand Junction, Colorado, a body politic and corporate under the laws of the State of Colorado, and all of the area within its boundaries, as such boundaries may change from time to time, and any of its legally established enterprises.
- 1.10 *City Council* means the Grand Junction City Council, the governing body of the City of Grand Junction, or its successor.
- 1.11 *Demarcation point* means the patch panel, termination block or other termination device provided by the Grantee, if any, located within each end user-electronics. In all cases the demarcation point will be clearly marked as such by Grantee which provides an identifiable interface for end user electronics.
- 1.12 *Designated access provider* means the entity or entities designated now or in the future by the City to manage or co-manage access channels and facilities. The City may be a designated access provider.
- 1.13 *Dwelling unit* means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered multiple dwelling units.

- 1.14 *Equipment* shall mean any poles, wires, cable antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Right of Way, including the Cable System
- 1.15 *Expanded basic service* means the tier of optional video programming services one level above basic service, which does not include premium services.
- 1.16 *FCC* means the Federal Communications Commission and any successor entity thereto.
- 1.17 *Fiber optic* means the transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying cable service or institutional network service by means of electric light wave impulses.
- 1.18 *Franchise* shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- 1.19 *Franchise Area* means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise
- 1.20 *Franchise fee* shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.21 *GAAP* means generally accepted accounting principles.
- 1.22 *Generally applicable*, when referring to ordinances, laws, or regulations, means legal obligations that are applied generally and in a nondiscriminatory manner and not limited to Grantee.
- 1.23 *Grantee* means Spectrum Cable Pacific West, LLC, locally known and doing business as Charter Communications.
- 1.24 *Gross Revenue* means and includes any and all revenue received by the Grantee, as determined in accordance with generally accepted accounting principles, from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes, the Franchise fee is not such a tax; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions reasonably available under applicable State law and (4) any EG (as defined in Section 8 hereof.)
- 1.25 *Headend* means any facility for signal reception and dissemination on a cable system, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, and processors for broadcast signals.
- 1.26 *Nonstandard installation* shall mean an aerial drop of more than 125 feet of distance from distribution cable to connection of service or any underground installation to a potential subscriber.
- 1.27 *EG access channel(s)* means any channel(s), or portion thereof, designated for EG access purposes or otherwise made available to facilitate or transmit EG access programming or services.
- 1.28 *Educational, and governmental access* or *EG access* means the availability of channel capacity on the cable system for noncommercial use by various agencies, institutions, organizations, in the community, including the City and its designees, including, but not limited to:
- (a) *Educational access* means access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, including, for example, primary and secondary schools, colleges and universities.
  - (b) *Government access* means access where a governmental institution or its designee(s) is/are the primary users having editorial control over programming and services.
- 1.33 *Person* means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

- 1.34 *Premium service* means programming choices (such as movie channels, pay-per-view programs, or video on demand) offered to subscribers on a per-channel, per-program or per-event basis.
- 1.35 *Right-of-way* means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the franchise area: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.
- 1.36 *Standard installation* shall mean any cable service aerial installation that measures no more than 125 feet from the point of connection to the Grantee's existing cable system.
- 1.37 *State* means the State of Colorado.
- 1.38 *Subscriber* shall mean any Person lawfully receiving Cable Service from the Grantee.
- 1.40 *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).
- 1.41 *Telecommunications service* means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).
- 1.42 *Tier* means a group of channels for which a single periodic subscription fee is charged.
- 1.44 *Upgrade* means an improvement in channel capacity or other technical aspect of the cable system capacity, which may be accomplished with or without a rebuild of the system.

## ARTICLE II: GRANT OF FRANCHISE

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Right of Way, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Franchise Requirement.** Grantee promises and guarantees, as a condition of exercising the privileges granted by this franchise, that any person who is a cable operator of this cable system in the Franchise Area, or directly involved in the management or operation of the cable system in the Franchise Area, will also comply with the terms and conditions of this Franchise.

**2.3 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the Federal Cable Act renewal procedures.

**2.4 Compliance with applicable laws.** Nothing in this agreement shall be deemed to waive the lawful requirements of any Generally Applicable City ordinance existing as of the Effective Date. This Agreement, is subject to applicable federal law, including the Cable Act.

**2.5 Police powers.** The Grantee agrees to comply with the terms of any lawfully adopted Generally Applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract

**2.6 Nonexclusivity.** This franchise shall be nonexclusive and subject to all prior rights, interests, easements or licenses granted by the City to any person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant other franchises, including but not limited to cable franchises, or other authorization to use the Right-of-Way for any purpose not incompatible with Grantee's rights under this Agreement as the City deems appropriate.

**2.7 Renewal.** Renewal shall be governed by provisions and procedures set forth in Section 626 of the Cable Act (47 U.S.C. §546), as amended. Notwithstanding the foregoing, renewal may not occur sooner than one calendar year prior to the expiration of the Term, as required by the Charter of the City of Grand Junction, Article XIV, Section 117.

### **ARTICLE III: SERVICE OBLIGATIONS, EXTENSION AND AVAILABILITY**

**3.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every single family residence within the Franchise Area where there is a minimum density of at least thirty-five (35) single family residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Upon written request from the Grantor, at a time mutually agreed to, and not more than once annually, Grantee will meet with the Grantor to review the Service Area

**3.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall arbitrarily be refused service; however, if an area does not meet the density requirements of Section 3.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/ Non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.3 No discrimination.** Grantee shall not deny cable service, access to cable services, or otherwise discriminate against subscribers, access channel or EG channel users, or property owners in the Franchise Area on the basis of race, color, religion, national origin, age, sex or sexual orientation. Grantee shall comply at all times with applicable law relating to nondiscrimination

**3.4 New Development Underground.** For new construction or development and when utilities are to be placed underground, the Grantor agrees to require as a condition of approval of the construction or development, the developer or property owner shall give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, or date mutually agreed to by the parties, then should the trenches be closed after the fifteen-day period, or date mutually agreed to by the parties the cost of new trenching is to be borne by Grantee.

**3.5 Service to multiple dwelling units.** Subject to the terms of any contract governing service to any multiple dwelling unit, the Grantee shall offer the individual units of a multiple dwelling unit all cable services offered to other dwelling units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of cable services beyond the Demarcation Point at a multiple dwelling unit.

**3.6 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the



provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, - begin collecting the franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.8 with a copy to the Director of Government Affairs. Grantee shall not be liable for franchise fees collected from an annexed area(s) unless and until Grantee has received notification in accordance with this section.

## **ARTICLE IV: CUSTOMER SERVICE AND RATES**

### **4.1 Customer Service Standards.**

Grantee shall comply with Customer Service Standards promulgated by the FCC.

4.1.1 **Continuity of service.** It shall be the right of all subscribers to continue receiving cable service insofar as their financial and other obligations to the Grantee are honored, and provided that Grantee may discontinue or refuse to provide Cable Service to any person that engages in credibly alleged criminal behavior toward the Grantee's employees or representatives, and subject to the Grantee's rights under this Agreement. Grantee shall use reasonable efforts to ensure that all subscribers receive continuous, uninterrupted cable service insofar as their financial and other obligations to Grantee are honored. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the cable system for maintenance or testing. Subject to the force majeure provision of this Agreement, failure of Grantee to operate the cable system for four consecutive days without prior approval of the City or its designee, or without just cause may be considered a material violation of this Agreement.

4.1.2 **Parental control device.** Upon request by any subscriber, Grantee shall provide by sale or lease a parental control or lockout device, traps or filters to enable a subscriber to prohibit viewing of a particular cable service during periods selected by the subscriber. Grantee shall inform its subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law.

**4.2 Rate regulation.** The City shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the FCC or other applicable law. All of Grantee's rates and charges related to or regarding cable services shall comply with the City's lawful rate regulations. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**4.3 Subscriber contracts.** Grantee shall provide to the City a sample of the subscriber contract(s) and/or service agreement(s) then in use upon the City's request. Grantee shall not enter into a contract with any subscriber that materially conflicts or otherwise fails to comply with the terms of this Agreement or federal or state law.

**4.4 Subscriber privacy.** Grantee shall fully comply with any federal, law regarding the privacy rights of subscribers.

**4.5 Performance evaluations.** The City may hold performance evaluation sessions no more often than once every three years to discuss Grantee's performance under this Agreement and under applicable law. Performance evaluation sessions shall be conducted by the City. Special evaluation sessions may be held at any time by the City during the term of this franchise upon reasonable prior written notice to Grantee, which notice shall include the City's basis for calling the special evaluation sessions. All evaluation sessions shall be open to the public and announced at least two weeks in advance in a newspaper of general circulation in the City. During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation. Nothing in this subsection shall be construed as requiring a renegotiation or amendment of this Agreement.

## **ARTICLE V: FRANCHISE FEE**

**5.1 Franchise fee established.** As compensation for the benefits and privileges granted under this franchise and in consideration of permission to use the City's rights-of-way, Grantee shall pay a franchise fee to the City throughout the Term of franchise. Accrual of the franchise fees shall commence as of the Effective Date of this Agreement.

**5.2 Amount of fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal five percent (5%) of the annual Gross Revenue. Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The franchise fee and the method of calculation shall be computed in accordance with GAAP. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Article shall be amended to reflect the same percentage and revenue base upon which the franchise fee in the other cable franchise fee is computed,

**5.3 Franchise Fees – bundled services.** If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services for a single aggregate price, the franchise fee shall be applied to the portion of the aggregate price attributed to Cable Services. It shall be the obligation of Grantee to maintain its books and attribute the revenues to Cable Services consistent with GAAP and Grantee shall not make such attribution to avoid Franchise Fees.

**5.4 Payment of fee.** The 12-month period applicable for computation of the franchise fee shall be a calendar year. The franchise fees shall be due and payable quarterly within 45 days of the close of the calendar quarter and transmitted by electronic funds transfer to a bank designated by the City. The payment period and the accrual of the franchise fees that are to be paid to the City pursuant to this Agreement shall commence on the Effective Date of the Agreement.

**5.5. Late payment.** If any franchise fee payment or recomputed payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from the last day in the fiscal year in which such payment was due, at the annual rate equal to the lowest of (A) the maximum rate permitted under state applicable law, (B) eight percent (8%) or (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate of interest reported by the Wall Street Journal on July 1<sup>st</sup> of the previous calendar year, plus three percent (3%) rounded to the nearest full percent).

**5.6 Acceptance of payment.** No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee or as an accord and satisfaction of any such claim.

**5.7 Franchise fee statements.** Grantee shall, upon request, furnish to the City a statement stating the total amount of gross revenues for the quarter and all payments, deductions and computations for the period. Such statement shall be signed by an authorized representative of the company. stating that it accurately reflects the gross revenues of the Grantee.

**5.8 Review or audit.**

5.8.1 Review. All amounts paid by the Grantee to the City under this Agreement and all relevant data and records reasonably related to the administration or enforcement of this Agreement shall be subject to review and if justified re-computation by the City upon thirty (30) days written notice to Grantee.

5.8.2 Audit. Upon 30 days' prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right, no more often than once annually, to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this franchise, in accordance with GAAP.

5.8.4 Underpayment – cost of audit. If an audit, or a review if such review is conducted no more than once per year, shows that franchise fees or access capital fees have been underpaid by five percent or more, then the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000). If there is a dispute regarding a claimed underpayment, that if accurate, would result in an underpayment of franchise fees or access capital fees of five percent (5%) or more, and if the dispute is ultimately resolved

in favor of the City, then at the time of such resolution, subject to applicable law, the Grantee will reimburse the costs of such review up to a maximum of five thousand dollars (\$5,000).

**5.9 Limitations.** The City's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three years after each franchise fee payment has been made to the City. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## **ARTICLE VI: SERVICE, CONSTRUCTION AND TECHNICAL STANDARDS**

### **Construction and Technical Standards**

**6.1 Compliance with Codes.** All Grantee's construction practices and installation of equipment shall be done in accordance with all applicable City Codes.

**6.2 Construction and Operation Standards and Requirements.** All of the Grantee's equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time.

**6.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage. Grantee shall promptly notify the property owner, including but not limited to the Grantor, if any of the Grantee's activities therein or on damage private or public property. Notification in writing shall in any event of damage within 24 hours. The Grantee shall at its sole expense promptly restore the property or Right of Way to the condition it existed prior to the damage and such repair shall be warranted for one year from the date of completion of the repair.

**6.4 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## **ARTICLE VII: CONDITIONS ON USE AND OCCUPANCY OF AND WORK IN THE RIGHTS-OF-WAY**

**7.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. Grantee must follow City-established requirements for placement of cable system facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way and burial depth standards, and must in any event install cable system facilities in a manner that minimizes interference with the use of the rights-of-way by others, including others that may be installing communications facilities.

**7.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those areas where existing telephone and electric services are both underground or in the event of new construction will or are required to be underground, at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as all existing aerial facilities are placed or required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. Except in the instance of necessary emergency repair, Grantee shall, no fewer than 60 days before trenching in the right-of-way, notify the City of such work and of the estimated start date

7.2.1. Nothing in this franchise shall prevent the City or public utility providers from (a) constructing or installing in the Right-of-Way sewer, water, gas, electric, telecommunications or fiber optic lines; (b) grading, paving, repairing or altering any right-of-way; or (c) constructing or establishing any other public work or improvement; provided, however, that the City or public utility provider shall be responsible to Grantee for any obstruction of or damage to Grantee's cable system caused thereby.

7.2.2 Within limits reasonably related to the City's role in protecting public health, safety and welfare, in a generally applicable and non-discriminatory manner the City may require that cable system facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular right-of-way; may deny access if Grantee is not willing to comply with City's such lawful requirements; and may require Grantee at its cost to remove any facility that is not installed in compliance with the requirements lawfully established by the City, and may require Grantee to cooperate with others to minimize adverse impacts on the rights-of-way.

**7.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any street, alley, right of way or easement within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall reasonably cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such street, alley, right of way or easement.

**7.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners, including but not limited to the Grantor, and at all times shall be kept and maintained in a safe and adequate condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the safe and usual travel on such public way.

**7.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any and all damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a comparable condition to the condition of the street, alley or Right of Way or easement immediately prior to such damage or disturbance.

**7.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Trimming activities shall at all times be done with care and commonly accepted methods for protection of the trees and public safety during and after the trimming.

**7.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when required by the Grantor for its use and benefit. Grantee shall be responsible for any and all costs associated with these obligations.

**7.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**7.9 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## **ARTICLE VIII: ACCESS CHANNEL(S) (EG)**

**8.1 EG channels.** As of the Effective Date, the Grantee shall continue to provide capacity on its Cable System for an access channel or channels for use by the City for, educational and/or governmental programming (which may be referred to herein as EG programming or the EG channel(s)). The City may, in its discretion, permit the EG channel(s) to be shared by multiple designated access providers. Grantee shall provide the EG channel(s) to subscribers, without limitation, as a part of the basic service. The Grantee shall maintain the access channel(s) at the same or better level of technical quality and reliability as for other channels, which shall at all times meet at least the minimum standards required by applicable law.

**8.2 Additional EG Channel.** Upon 180 days notice from the Grantor, the Grantee shall provide one (1) additional EG channel, for a maximum of two (2) channels if the EG channel provided pursuant to subsection 8.1 is occupied fifty percent (50%) of the hours between 11 a.m. and 11 p.m. for any consecutive twelve (12) week period. For the purpose of the above percentage calculation: (a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week

period; and (b) Time allocated to character generator or similar programming shall be excluded; and (c) programming is not duplicated on any of the other EG channels.

**8.3 Return of Channels.** The Grantee may seek the return of one or both EG Access Channels if the EG Access Channels are not programmed for at least forty-eight (48) hours per week measured on a quarterly basis thereafter. Grantor shall keep records of the amount of locally produced EG video programming carried on the EG Access Channel. Upon request by Grantee, not to exceed two (2) requests per calendar year, the Grantor shall provide a report of the amount of locally produced EG video programming carried on the EG Access Channel.

**8.4 Relocation of the EG channels.** Grantee shall provide the City with a minimum of thirty (30) days written notice, prior to change(s) to the access channel(s) designation, unless the change is required by Federal law, in which case Grantee shall provide the City the maximum notice possible. Any access channel designation change(s) shall be in full compliance with FCC signal quality and proof-of-performance.

**8.5 Return line.** The Grantee shall, subject to applicable law, maintain the cable system return line in existence as of the Effective Date from the locations listed below to the cable system headend, so long as access programming is or may originate from such location.

8.5.1 In the event the City determines during the term of this Agreement that the return line needs to be relocated, or that an additional return line is required from a location other than 250 N 5th St, Grand Junction, CO (each, a “new return line”), the City may elect to have the Grantee construct and maintain such new return line between the relocated or new access location and the cable system headend. If such new return line is to be provided by the Grantee, the Grantee shall select the materials and technology to be used for the new return line, provided that the new return line shall be able to send video programming signals from the access location to the cable system headend in the same format in which such signals are uploaded to the new return line and that new return line is in compliance with all applicable FCC regulations. Weather permitting, the Grantee shall complete the new return line requested pursuant to this subsection within one hundred twenty (120) days of receiving a written request for same from the City or as otherwise agreed upon by the parties. All costs associated with the construction, maintenance and transport of any new return line, including applicable equipment, shall be the responsibility of the City; however, the City may use any unused, remaining portion of the access capital grant to offset any related capital costs.

8.5.2 In the event the City determines during the term of this Agreement that the return lines need to be upgraded to support digital transmissions (each, an “upgraded return line”) the City shall provide written notice of the same to the Grantee. The Grantee shall select the materials and technology to be used for the upgraded return line, provided that the upgraded return line shall be able to send video programming signals from the access location(s) to the cable system headend in the same format in which such signals are uploaded to the upgraded return line and that upgraded return line is in compliance with all applicable FCC regulations. Weather permitting, the Grantee shall complete the upgraded return line(s) requested pursuant to this subsection within one hundred twenty (120) days of receiving a written request for same from the City or as otherwise agreed upon by the parties. All costs associated with the construction, maintenance and transport of any upgraded return line, including applicable equipment, shall be the responsibility of the Grantor.

**8.6 EG Access Capital Grant.** At any time until the fifth anniversary of this Agreement, the City may require the Grantee to provide a capital grant to be used by the City to purchase access production equipment and/or as in-kind capital funds to offset the capital costs of the HD upgrade, a new return line or upgraded return line, with the aggregate cost of such capital not being greater than five thousand dollars (\$5,000) (the “Access Capital Grant”). At the written direction of the City, the Grantee may use, as the City determines in its sole discretion, some or all of the Access Capital Grant for offsets to the capital costs of the HD upgrade, a new return line(s) or upgraded return line(s). Grantee. With the exception of a new or upgrade return line(s), the City shall be responsible for installing, operating, maintaining and replacing the capital equipment purchased with the Access Capital Grant. The Grantee shall construct and own the return lines and/or upgraded return lines, and maintain and operate all return lines for the use and benefit of the City in accordance with this Agreement.

## 9.0 ARTICLE IX: RECORDS, REPORTS AND MAPS

**9.1 Records required.** The Grantee shall at all times maintain and make available for review by the City at no cost:

9.1.1 A record of all written complaints received regarding interruptions or degradation of cable service, which record shall be maintained for one year.

9.1.2 A full and complete set of plans, records and strand maps showing the location of all cable system facilities and equipment, which shall be certified as accurate at the time they are prepared.

9.1.3 Financial and accounting records necessary to demonstrate compliance with the Franchise Fee obligations of this Agreement, including, without limitation, all records necessary to review and calculate gross revenue, franchise fees, under this Agreement.

9.1.4 A log of all service interruptions.

9.1.5 Pleadings, applications, notifications, communications and other documents submitted by Grantee or its parent corporation(s) or affiliates to any Federal, State or local court, regulatory agency or other government body, including the Grantor, if such relate to the operation of Grantee's cable system within the City.

**9.2 Inspection of records.** The Grantee shall permit any duly authorized representative of the City, upon receipt of advance written notice, to examine any of the records maintained by the Grantee, which are reasonably related to the administration or enforcement of or Grantee's compliance with the material provisions of this Agreement.

9.2.1

9.2.2 The City's inspection notice shall reference the provision(s) of the Agreement that relate to the records to be reviewed.

9.2.3 The City may request copies of any such records required, which Grantee shall provide for review to the City at the address given in the notice provisions of this Agreement, except as set forth herein and in Section 9.2.4 below, within 30 days of the receipt of such request. Grantee

9.2.4 If the requested records contain trade secrets or confidential or proprietary business information, then Grantee may request in writing within 10 days of receipt of City's written request, that the City inspect the records at Grantee's local offices. Grantee may require that such inspection be during normal business hours. Such inspection by the City shall not be unreasonably disruptive to the Grantee's conduct of business.

9.2.5 Whether by delivering copies or by providing records for inspection at Grantee's offices, Grantee shall organize the records for easy access by the City.

9.2.6 If records cannot be made available by copy or by inspection at a local office, then the Grantee shall pay to have the records delivered to the City for inspection.

9.2.7 The Grantee shall be required to maintain books and records for compliance purposes for one (1) years, except for records relating to the calculation of Gross Revenues and the payment of Franchise Fees, which shall be maintained for three (3) years.

**9.3 Confidentiality.** Subject to this section, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual subscribers and data, specifications and information clearly reasonably identified by the Grantee to the City as confidential or proprietary.

9.3.1 The Grantee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551).

9.3.2 The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the City aware of such confidentiality; in this regard, Grantee shall be responsible for clearly and conspicuously stamping the word “Confidential” on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or Federal law.

9.3.3 If the City believes it must release any such confidential books and records in the course of enforcing this franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any person for disclosure of any information designated by Grantee as confidential, the City shall advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time.

9.3.4 If the Grantee requests that the City continue to oppose such release, then until otherwise ordered by a court or agency of competent jurisdiction, the City shall, to the extent permitted by law, deny access. Grantee shall reimburse the City for all reasonable costs and attorneys’ fees incurred in any legal proceedings pursued under this article concerning the confidentiality of Grantee’s records.

9.3.5 If the Grantee does not request that the City oppose such release, then the City shall make an independent judgment with respect to such release, and the Grantee shall not be liable for costs related to the same.

9.3.6 Grantee shall not claim confidential, privileged or proprietary rights to documents required to be maintained unless such documents have been filed confidentially with the applicable court of competent jurisdiction, or a federal or State agency.

**9.4 Reports required.** Grantee shall provide the following documents and reports to the City within ten (10) days of the City’s written request and not more than once annually:

9.4.1 A complete schedule of fees, rates and charges for all subscriber service(s)

9.4.2 A current list of cable services and channel line-ups.

9.4.3 Grantee’s current subscriber agreement(s) and subscriber agreements used within the past year.

9.4.4 Grantee’s policy regarding the processing subscriber complaints, delinquent subscriber, disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee’s policy in connection with its.

9.4.5 Revenue allocation for bundled services

9.4.6 Performance monitoring test results to the extent required by applicable law.

9.4.7 Programming categories available with Grantee’s cable services

9.4.8 System expansion or upgrade plans

9.4.9 Summary of the previous year’s activities in the development of the cable system

9.4.10 Names, addresses and contact information of parent corporations and affiliates with responsibilities for operation or maintenance of the cable system

**9.5 Failure to report.** The failure or neglect of Grantee to file any of the reports or filings required under this Agreement (not including clerical errors or errors made in good faith) may, at the City’s option, be deemed a material breach of this franchise.

**9.6 False statements.** Any false or misleading statement or representation in any report required by this Agreement (not including clerical errors or errors made in good faith) may be deemed a material breach of this franchise and

may subject Grantee to all remedies, legal or equitable, which are available to the City under this franchise or otherwise.

## ARTICLE X: INDEMNIFICATION

### 10.1 Indemnification.

- A. If the Grantor is named as a defendant in a complaint, demand, claim or action (“Action”) that alleges that the Grantee’s actions or omissions or the Cable System was a cause of injury identified in the Action, the Grantor shall tender the defense thereof to the Grantee within ten (10) business days of receipt of such Action by giving the Grantee written notice of its obligation to defend the Grantor. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee’s liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee’s option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 10.1B. If the Grantor believes that any such Action should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.
- B. The Grantee shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee’s wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or its designees for the Grantor’s use of the Cable System, including any EG Channel.

**10.2 Non-avoidance.** The fact that Grantee carries out any activities under this Franchise through an independent contractor shall not constitute an avoidance of or defense to Grantee’s duties of defense and indemnification under this agreement.

## ARTICLE XI: INSURANCE

### 11.1 Insurance.

The Grantee shall maintain continuous, uninterrupted insurance coverage throughout the Term, through insurers with a Best’s rating of no less than A-, in at least the following amounts:

Type of Insurance	Coverage Minimums
Workers’ Compensation	Statutory limits
Commercial General Liability	\$1,000,000 per occurrence, combined single limit; \$2,000,000 general aggregate
Auto liability including coverage on all owned and non-owned hired vehicles	\$1,000,000 per occurrence combined single limit
Umbrella liability	\$1,000,000 per occurrence combined single limit

Any deductible shall not in any way limit Grantee’s liability to the City or its obligations to the City hereunder.

**11.2 City Additional Insured.** The City shall be added as an additional insured to the above coverages for cable system operation and for work or projects in the City. The City, its officers, officials, boards, commissions, and employees shall be covered as, and have the rights of, additional insureds, and such coverage shall be primary, with respect to liability arising out of activities performed by Grantee or for which Grantee has assumed responsibility hereunder.



**11.3 Certificates of insurance.** Every certificate of insurance shall contain a provision that the policy cannot be canceled or materially changed without 30 days' written notice to the City, and shall include a reciprocal express waiver of subrogation and rights of recovery against the City, its officers, officials, boards, commissions and employees. If the insurance is canceled or materially altered such that it is out of compliance with the requirements of this section, Grantee shall provide replacement coverage immediately. Grantee shall provide evidence of such coverages to the City, in the form of current certificates and endorsement(s) signed by a person authorized by that insurer to bind coverage on its behalf.

## **ARTICLE XII. BONDS**

### **12.1 Construction Bond.**

12.1.1 No later than 30 days before commencement of an upgrade of the cable system or other work by Grantee in the right-of-way, Grantee shall provide and maintain in effect a construction bond in an amount no less than \$25,000 to secure completion of any and all work. Upon inspection by the City demonstrating the Grantee's successful completion of the work, the City will release or return the bond within 10 business days of receipt of written request from Grantee.

12.1.2 The construction bond may be drawn on by the City for damage to the right-of-way relating to the Grantee's construction, and/or for restoration of the public right-of-way to its condition prior to commencement of work by Grantee. City will give notice of the intent to draw on the bond and a 30-day opportunity to cure before drawing on the bond, and will give notice when it draws on the bond.

12.1.3 Grantee shall restore the bond to its original full amount within 30 days after the City give notice that it has drawn on the bond.

12.1.4 Grantee may appeal to the City Council for reimbursement in the event it believes the City has improperly drawn on the construction bond. Any amounts the City erroneously or wrongfully withdraws from the bond shall be returned to Grantee with interest from the date of withdrawal at the prime rate of interest.

12.1.5 Maintenance of a bond or bonds hereunder by the Grantee shall not in any way limit the liability of the Grantee for any failure to fully perform its obligations under this Agreement.

## **ARTICLE XIII: TRANSFER OF FRANCHISE**

**13.1 Franchise transfer or change of control.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **ARTICLE XIV: ENFORCEMENT AND REVOCATION**

**14.1 Notice of violation.** If the City believes that the Grantee has not complied with the material terms of this Agreement, the City shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the City shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "violation notice"). For the purposes of this Section 14, a material violation means a substantive and repeated violation of a franchise term that directly harms, or is reasonably claimed to cause harm, the City or Subscribers.

**14.2 Grantee's right to cure or respond.** The Grantee shall have thirty (30) days from receipt of the violation notice to (A) respond to the City, contesting the assertion of noncompliance, (B) to cure such default, or (C) if, by

nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

14.2.1 Meeting. If the Grantee fails to respond to the violation notice, contests the assertion of noncompliance, or fails to remedy the default within the cure period, the City may set a meeting to investigate the alleged default, notify Grantee of the meeting in writing and hold such meeting within 30 days of the notice. At the meeting, Grantee shall be provided an opportunity to be heard, to present information or evidence in its defense, to outline steps to remedy the situation, or to propose other action. The Parties agree that such meeting is not an administrative proceeding or hearing, but an informal opportunity for the Parties to resolve or clarify the matter.

14.2.2 Also the City may, in addition to or in lieu of such meeting, pursue any remedies available to it under applicable law, except for revocation as set forth in Section 14.5 below, and including but not limited to commencing an action at law for monetary damages, or, where applicable withdrawing from a bond posted by Grantee pursuant to this Agreement, recommending the revocation of the franchise, or pursuing other legal or equitable remedy (provided, that the City shall not conduct an administrative proceeding or hearing).

14.2.3 The determination as to whether a material violation of the franchise has occurred shall be within the discretion of the City; provided, however, that any such final determination, or other action by the City under this Agreement with respect to an alleged material violation by Grantee is subject to challenge or appeal in a court of competent jurisdiction under applicable law by the Grantee.

**14.3 Alternative remedies.** No provision of this Agreement shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of this Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by the Grantee, or to seek or obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

**14.4 Payment on termination.** If this franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a revenue statement in accordance with this Agreement, showing the gross revenues received by the Grantee since the end of the previous fiscal year. At the time Grantee submits its revenue statement to the City, Grantee shall also submit a statement of the amounts owed and payment therefor. Acceptance of payment by City shall not operate as a waiver of any disputed amounts claimed owed.

**14.5 Revocation.** The City may revoke this franchise and rescind all rights and privileges associated with this franchise in the following circumstances, each of which represents a material breach of this franchise"

- (a) If Grantee fails to perform any material obligation under this franchise;
- (b) If Grantee willfully fails for more than 48 consecutive hours to provide continuous and uninterrupted cable service;
- (c) If Grantee practices any fraud or deceit upon the City or subscribers;
- (d) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or
- (e) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this franchise.

14.5.1 Following the procedures set forth in this Section 14.5, and prior to forfeiture or termination of the franchise, the City shall give written notice to the Grantee of its intent to revoke the franchise. The notice shall set forth the exact nature of the noncompliance.

14.5.2 Any proceeding held under this Section 14.5 shall be conducted by the City Council or its designee and open to the public. Grantee shall be afforded at least 60 days' prior written notice of such proceeding.

14.5.3 At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence and to call and question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council or its designee shall hear any persons interested in the revocation, and shall allow Grantee an opportunity to state its position on the matter.

14.5.4 Within 90 days after the hearing, the City Council shall determine whether to revoke the franchise and declare that the franchise is revoked; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council or its designee determines are reasonable under the circumstances. If the City determines that the franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the franchise unless Grantee appeals the decision to a court of competent jurisdiction within 30 days of the date of the decision.

14.5.5 Grantee shall be entitled to such relief as the court may deem appropriate.

14.5.6 Procedures in the event of termination or revocation. If this franchise expires without renewal and is not extended, or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow grantee to maintain and operate its cable system on a month-to-month basis or short-term extension of this franchise for not less than six months, unless a sale of the cable system can be closed sooner or grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale. Grantee's continued operation of the cable system during the six-month period or such other period as the parties may agree shall not be deemed to be a waiver nor an extinguishment of any rights of either Grantee or City; or

(b) Purchase Grantee's cable system in accordance with the procedures set forth in the Cable Act.

14.5.7 In the event that a sale has not been completed in accordance this section, the City may order the removal of the above-ground cable system facilities and such underground facilities from the City at grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, grantee shall refill, at its own expense, any excavation that is made by it and shall leave all rights-of-way, public places and private property in as good condition as that prevailing prior to grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

14.5.8 If grantee fails to complete any removal required by the City to the City's reasonable satisfaction, after written notice to grantee, the City may cause the work to be done and grantee shall reimburse the City for the reasonable costs incurred within 30 days after receipt of an itemized list of the costs.

14.5.9 The City may seek legal and equitable relief to enforce the provisions of this franchise.

**14.6 Purchase of cable system.** If at any time this franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the cable system in accordance with 47 U.S.C. § 547.

**14.7 No monetary recourse against the City.**

Grantee's monetary recourse against the City shall be prescribed by the provisions of applicable federal law. The rights of the City under this franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

**14.8 Minor Violations.** It is not the City's intention to subject the Grantee to penalties, fines, forfeitures or revocation of this Agreement for violations of this Agreement where the violation was not material or a good faith error that resulted in or would result in no harm or where the practical difficulties and hardship to the Grantee would outweigh the benefit to be derived by the City and/or subscribers from enforcement.

## ARTICLE XV: ADMINISTRATION OF THIS AGREEMENT AND MISCELLANEOUS PROVISIONS

**15.1 Force Majeure.** In the event Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond the ability of Grantee to anticipate or control, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation or to procure a substitute for such obligation which is reasonably satisfactory to the City. Those conditions which are not within the ability to control or anticipate include, but are not limited to, fire, flood, natural disasters, or other acts of God, civil disturbances, labor disturbances or strikes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide cable services in the City and which were not caused and could not have been avoided by the Grantee using its reasonable best efforts in its operations to avoid such results. If Grantee believes that a reason beyond its control has prevented or delayed its performance under this Agreement, Grantee shall provide such documentation as reasonably required by the City to substantiate the force majeure condition, together with Grantee's proposed plan for remediation, including timing. To the extent any nonperformance is the result of any force majeure condition, Grantee shall not be held in default under, or in noncompliance with this Agreement, nor suffer any enforcement or penalty as a result.

**15.2 Authority.** The City shall reasonably regulate the exercise of the privileges permitted by this franchise in the public interest. The City may delegate that power and right, or any part thereof, in its sole discretion, to the extent permitted under State and local law; provided, however, Grantee shall have the right of appeal to the legislative body of the City any adverse determination made by a delegate of the City. In the event of a conflict between this agreement and any applicable local law this Agreement shall control

**15.3 Eminent domain.** Nothing in this franchise shall limit nor expand the City's right of eminent domain under State law.

**15.4 Reserved authority and rights.** The Grantee and the City each reserve all rights and authority arising from the Cable Act and any other relevant provisions of federal, State, or local law. Each party reserves its rights to enforce provisions of applicable law to the rights, duties and obligations of this franchise, as they may change in the future. Further, each party reserves its rights to challenge the applicability to any future changes in the law to the rights, duties and obligations of this franchise and to comply with the provisions of federal law.

**15.5 Time limits strictly construed.** Whenever this franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this franchise, and sufficient grounds for the City to invoke any relevant remedy.

**15.6 Franchise amendment procedure.** Either party may at any time seek an amendment of this Agreement by notifying the other party in writing of the proposed amendment. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. The amendment shall be effective upon approval by the City Council in the form approved by the City Council.

**15.7 Equal Protection.** No cable operator shall be permitted to locate a cable system in the streets in order to provide cable service in the service area without a franchise. The Grantee acknowledged and agrees that the City reserves the right to grant other franchises or other similar lawful authorization to utilize the streets to provide cable services within the service area. If the City grants such additional franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the City agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms and conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the franchise fee; gross revenue definition; insurance; cable system build-out requirements; security instruments; the access channel; and the access capital grant; customer service standards; required reports and related record keeping; level playing field; (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require word for word identical franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

15.7.1 The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the City regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the complete Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Agreement amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

15.7.2 Upon receipt of the Grantee's written notice as provided above, the City and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the City shall amend this Agreement to include the modifications.

15.7.3 If the parties fail to reach agreement in the negotiations as provided for above, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide cable services that the City grants to another provider of cable services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the City shall immediately commence proceedings to replace this Agreement with the Franchise issued to another cable service provider.

15.7.4 Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under applicable law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).

15.7.5 Should the Grantee seek an amendment to this Agreement or replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to this section, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes cable services available for purchase by subscribers or customers under its agreement with the City.

**15.8 Notices.** Unless otherwise provided by applicable law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the persons at the respective addresses set forth below by hand delivery, by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express. The Grantee shall provide thirty (30) days written notice of any change in rates, programming services or channel positions using any reasonable written means, including e-mail. Either party may notify the other from time to time of the email address at which the party wishes to receive notices electronically.

If City: City of Grand Junction  
Attn: City Clerk  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

With a copy to: City of Grand Junction  
Attn: City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

If Grantee: Time Warner Cable Pacific West LLC  
Locally known as Charter Communications  
Attn: Government Affairs  
6399 S. Fiddler's Green Circle, 6<sup>th</sup> Floor  
Greenwood Village, CO 80111

With a copy to: Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive

**15.9 Public notice.** Minimum public notice of (A) any public hearing relating to this Agreement or (B) any grant of a franchise by the City to another person(s) to be provided cable services utilizing any system or technology requiring use of the Streets, shall be as provided by applicable law unless a longer period is otherwise specifically set forth in this Agreement. The City shall utilize best efforts to provide written notice to the Grantee within thirty (30) days of the City's receipt from any other person(s) of an application or request for a franchise(s) to provide cable services utilizing any system or technology requiring use of the Streets. Notwithstanding the foregoing, it shall not be a violation of the City's obligations under this franchise if a failure to provide such notice is unintentional.

**15.10 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

**15.11 Entire agreement.** This Agreement and any exhibits attached hereto constitute the entire Agreement between the Grantee and the City and supersede all prior contemporaneous agreements, representations or understandings (whether written or oral) of the parties of the subject matter hereof.

**15.12 Administration of Franchise.** This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement not required by applicable federal law must be made in writing, signed by the City and the Grantee.

**15.13 Effective date.** This Agreement will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the "Effective Date").

**15.14 Publication costs.** This Agreement shall be published in accordance with applicable law. The Grantee shall reimburse the City for all costs incurred in publishing any notices or ordinances in connection with its adoption if such publication is required by applicable law.

**15.15 Venue and jurisdiction.** The parties agree that any action arising out of this Agreement will be brought in the District Court of Mesa County or Federal Court located in the State of Colorado and irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

Considered on first reading and approved for publication this \_\_\_ day of March 2020.

Accepted on second reading and public hearing this \_\_\_ day of April 2020, subject to applicable law.

CITY OF GRAND JUNCTION, COLORADO

\_\_\_\_\_  
J. Merrick Taggart, President of the City Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Wanda Winkelmann, City Clerk

\_\_\_\_\_  
John P. Shaver, City Attorney

UNCONDITIONALLY ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2020 by Grantee:

GRANTEE:

TIME WARNER CABLE PACIFIC WEST, LLC  
Locally known and doing business as Charter  
Communications,

\_\_\_\_\_  
President and CEO

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Introduced on first reading this 18th day of March, 2020.

Adopted on second reading this \_\_\_\_ day of \_\_\_\_\_ 2020 and ordered  
published in pamphlet form.

\_\_\_\_\_  
J. Merrick Taggart  
President of the City Council

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #6.a.

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**Meeting Date:** April 15, 2020

**Presented By:** Greg Caton, City Manager

**Department:** City Manager's Office

**Submitted By:** Jodi Romero, Finance Director

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### **Information**

#### **SUBJECT:**

A Supplemental Ordinance to Appropriate \$500,000 from the City General Fund Reserve to Support the City's #GJStrong Fund - **This proposed ordinance was approved as an emergency ordinance by unanimous City Council action at a duly noticed meeting on April 6, 2020. The City Council will take no further action.**

#### **RECOMMENDATION:**

Staff recommends adoption of the supplemental ordinance.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to adopt a supplemental ordinance for expenditures related to economic stimulus and recovery.

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

The coronavirus pandemic has created challenges for the Grand Junction community by causing both a public health and economic crisis locally. This crisis is formalized by the following declarations:

- On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic.
- On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.
- On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.



The City of Grand Junction understands that some individuals in Grand Junction have been negatively impacted by losing their jobs. As a part of a comprehensive economic response to the COVID-19 pandemic, the City of Grand Junction is implementing creative solutions to real problems.

Pursuant to the local declaration of emergency, and by and with this ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

The appropriation shall be allocated such that:

- a) \$2,200,000 be expended for work that directly assists and promotes delivery of City services, maintenance of City facilities, which may include deploying temporary or occasional staffing to assisting human service agencies, and,
- b) \$500,000 shall be expended as grants to human service agencies, as determined necessary or required by the City, for basic needs of food and shelter.
- c) the appropriated sum (\$2,700,000) shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund.

The City Manager shall, by virtue of contracting with temporary placement and staffing agencies in the City, solicit and contract for temporary employment and services of persons to perform work, which may include but not be limited to:

- crack fill operations,
- storm water infrastructure (ditch, culvert and catch basin) maintenance,
- sidewalk repair and maintenance,
- landscape maintenance, planting, nursery operations, turf and field maintenance,
- graffiti removal,
- painting (buildings, fences, sign posts) and other maintenance of City facilities,
- cleaning street art,
- Riverfront cleanup and maintenance, and
- necessary or required tasks of human service agencies, and,

- any other work deemed necessary and appropriate by the City Manager in light of need, social distancing and other protocols now in place or applicable to the mitigation of the spread of COVID-19.

The City Manager shall request applications from human service agencies providing services in the City and shall report to the City Council the number, amount and nature of the grant applications. City Council shall provide a grant application and review process, and as determined by a majority of the City Council, authorize expenditure of that portion of the Fund appropriated (\$500,000.00) to the selected agencies and for the purposes identified in the application(s) and award(s).

Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance, inform the City Council on the effectiveness of the Ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City.

This action is unprecedented; however, it is wholly consistent with the City's Strategic Plan. The adoption of this ordinance furthers the City's partnership with the community.

#### **FISCAL IMPACT:**

This supplemental appropriation provides for the disbursement of funds to set up the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 for the emergency, temporary employment by the City of of people for up to 90 days to perform necessary maintenance, repair and improvement of City parks, trails and facilities that has heretofore not been completed, been deferred or otherwise has not been accomplished and to assist human service agencies with the provision of food and shelter.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

REVENUES: The potential reduction of General Fund revenues was calculated using minimum and maximum assumptions based on the type of revenue (ie. sales tax, ambulance transport, recreation fees, etc.). For example, sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30

year period falling by 21% over a two year period. Using a 25% reduction also equates to losing an entire quarter of revenues. For other revenues such as property taxes, a reduction range of 5% to 10% was used. **In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.**

EXPENSES: Over a month ago, the City Manager instituted slowing of spending in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions. The largest expense for the General Fund is labor, and based on a detailed analysis to project labor savings due to vacancies and a hold on some position hiring, potential savings range from \$2 million to \$3 million. For other expenses such as operating and internal service charges including technology and fleet, a savings range of 5% to 10% was used. **In total the estimate for expense savings ranges from \$4.2 million to \$6.8 million.**

NET IMPACT TO GENERAL FUND RESERVE BALANCE: Combining the estimated range of revenue reductions with the estimated expense savings results in a **net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.**

GENERAL FUND RESERVE: The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million with a 20% reserve calculated as \$15.2 million. However based on the net impacts calculated above the General Fund reserve at 12/31/2020 could range from \$27.1 million to \$20.5 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here as emergency economic stimulus and recovery response. Based on the expense reductions described above, the 20% reserve calculation ranges from \$14.5 million to \$14 million and the resulting **funds available above the minimum reserve (after the use of reserve for the economic impact) ranges from a high of \$12.6 million to a low of \$6.5 million.** Therefore based on this analysis there is sufficient funds available to fund the City Economic Stimulus and Recovery Response Fund as proposed at a maximum expenditure of \$2,700,000.

#### **SUGGESTED MOTION:**

Introduce a Supplemental Ordinance to appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and set a public hearing for April 15, 2020.

#### **Attachments**

1. #GJStrong Fund Summary

2. ORD-Economic Stimulus and Response Recovery Supplemental Appropriation033020

## #GJStrong Fund

So many businesses and people in Grand Junction are being impacted by the health and economic crisis resulting from the COVID19 pandemic, here and across the State of Colorado and the country.

The City Council has articulated the need for the City of Grand Junction to dedicate funds for emergency response services to assist meeting basic human needs in light of the fast-moving and sweeping impacts of COVID-19. People are losing their jobs, and the nonprofit organizations are seeing a huge demand for services to meet basic needs related to food and shelter.

The purpose is *to provide emergency funding to relieve the stress and strains that local nonprofits are facing in light of new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services.* A primary goal is to keep nonprofit organizations who are struggling to meet the basic needs stay open and able to expand or reorganize operations to best meet the sudden and unprecedented demands.

The City of Grand Junction will appropriate \$500,000.00 for an emergency basic needs fund – the #GJStrong Fund - the Funds will be available only to qualified 501c3 nonprofit organizations providing basic needs of food and shelter who have a Grand Junction address. Funds can be used for general support or special needs related to the COVID19 pandemic - supplies, support to cover salaries to maintain adequate staffing for operations, *etc.*

The Western Colorado Community Foundation (WCCF) has agreed to utilize a simple Rapid Response Application, which when the funds are available, will be widely advertised to eligible organizations through multiple channels. Nonprofits will have 7 to 10 days to apply. Applications will be reviewed within three days of the deadline, and applicants will be notified by email of application status within a week. The exact timeframe for the process will be finalized as soon as possible.

In accordance with the New Fund Agreement to be negotiated and entered into by the WCCF and the City, the WCCF will provide administrative support and funding recommendations for this #GJStrong Fund process, including managing the online application, reviewing proposals, selecting projects and determining grant award amounts, issuing grant checks and monitoring use of funds. The WCCF will be compensated in a lump sum in the amount of \$2000.00

The Western Colorado Community Foundation is a regional charitable foundation based in Grand Junction that manages 25+ individual grant application processes for its donors and communities each year. The WCCF has a professional Director of Grants and several other program staff who will be involved in this process. In 2019, the Community Foundation managed over \$86 million in total assets and distributed \$4.5 million in grants and scholarships through its multiple competitive application processes.

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

**AN EMERGENCY SUPPLEMENTAL ORDINANCE TO APPROPRIATE \$2,700,000.00  
FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S  
ECONOMIC STIMULUS AND RECOVERY RESPONSE FUND  
IN THE CITY OF GRAND JUNCTION, COLORADO**

RECITALS:

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this emergency ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance includes the creation of an emergency fund ("Economic Stimulus and Recovery Response Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to economic stimulus and recovery in the City of Grand Junction.

The City Manager is authorized to expend the Fund for temporary employment of unemployed City residents experiencing job loss, reduction in hours, other significant economic disruption, hardship or consequences as well as deploying temporary or occasional staffing to assist human service agencies.

The City Council is authorized to expend as grant funding, as more particularly described herein, that portion of the Fund allocated to human service agencies, as determined necessary or required by the City Council.

The Fund shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund and in in response to and because of the declared COVID-19 emergency.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to declare a state of emergency when it appears that the general health, safety and welfare of the inhabitants of the City are threatened. The threats of the COVID-19 virus emergency are not just

related to people's health but instead, and possibly to a much greater extent, relate to their economic health and well-being.

Given the unprecedented economic impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that an emergency appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

This ordinance appropriates a certain sum of money to defray the expenses and liabilities of the Fund. Furthermore, the 2020 budget shall be deemed to be amended for labor, equipment and capital expenses for the performance of projects that persons employed pursuant to the Fund may perform, and human services agencies may deliver, all as specifically or generally stated in the ordinance.

Supplemental appropriations are required to ensure adequate appropriations by fund. If a new project or spending is authorized by City Council a supplemental appropriation is required for the legal authority to spend the funds. This ordinance confirms that authority and the City Manager is directed to forthwith develop and implement a plan for the expenditure of the Fund.

This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

The appropriation shall be allocated such that:

- a) \$2,200,000 be expended for work that directly assists and promotes delivery of City services, maintenance of City facilities, which may include deploying temporary or occasional staffing to assisting human service agencies, and,
- b) \$500,000 shall be expended as grants to human service agencies, as determined necessary or required by the City, for basic needs of food and shelter.
- c) the appropriated sum (\$2,700,000) shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund.

The City Manager shall, by virtue of contracting with temporary placement and staffing agencies in the City, solicit and contract for temporary employment and services of persons to perform work, which may include but not be limited to:

- crack fill operations,
- storm water infrastructure (ditch, culvert and catch basin) maintenance,
- sidewalk repair and maintenance,
- landscape maintenance, planting, nursery operations, turf and field maintenance,
- graffiti removal,

- painting (buildings, fences, sign posts) and other maintenance of City facilities,
- cleaning street art,
- Riverfront cleanup and maintenance, and
- necessary or required tasks of human service agencies, and,
- any other work deemed necessary and appropriate by the City Manager in light of need, social distancing and other protocols now in place or applicable to the mitigation of the spread of COVID-19.

The City Manager shall request applications from human service agencies providing services in the City and shall report to the City Council the number, amount and nature of the grant applications. City Council shall provide a grant application and review process, and as determined by a majority of the City Council, authorize expenditure of that portion of the Fund appropriated (\$500,000.00) to the selected agencies and for the purposes identified in the application(s) and award(s).

Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance, inform the City Council on the effectiveness of the Ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City.

This action is unprecedented; however, it is wholly consistent with the City's *Strategic Plan*. The adoption of this ordinance furthers the City's partnership with the community. As stated in the *Plan* the City

“... views partnership in its broadest sense and not merely through the lens of delivering municipal services. Partnership with a common purpose is the key to success with public and private collaboration. Whether evaluating opportunities for shared services, partnering for economic development, or creating a shared vision for the future of our community, we recognize that our residents will be best served as we work together with other organizations to find solutions. We take every opportunity to celebrate past successful partnerships to build momentum for future collaboration.”

The adoption of this ordinance is fiscally responsible. In this time of emergency, it would in fact be irresponsible to not adopt this ordinance. The approval of the ordinance will help to stabilize some people and in turn some businesses and in turn blunt the impact of the emergency. According to City Council policy, City reserves are for a “rainy day”- the COVID-19 emergency necessitates expenditure of reserves so in the near and longer term future the economy may recover faster and stronger than if the Fund is not expended. As stated in the *Plan*

“The foundation of effective local governance is trust. To continue to build the trust placed in us by our citizens, we must be responsible stewards of the resources entrusted to our care. Because of limited resources, we must be effective in prioritizing our spending to focus on the things that citizens have identified as most important. As we establish plans and priorities, we do so with an eye to the future. It is not enough to merely find a way to fund a new project or amenity. We must also ensure that we are planning for long-term ongoing operations and maintenance with each item that we prioritize.”



The adoption of this ordinance serves to communicate with and engage the community at a time and under circumstances of severe need. As stated in the *Plan* the City will act to “build trust and ensure we continue to focus limited resources on our community’s highest priorities.” Appropriating funds to the Economic Stimulus and Response Recovery Fund is a high, if not highest priority of the community.

With the adoption of this ordinance the City Council is endeavoring to serve the people that make this community great. As stated in the *Plan*

“Grand Junction was founded by innovative leaders, ready to lead the way to a new future. Our city continues in that tradition of leadership today. We are not content to wait around for the future, but rather desire to actively shape it. Our City holds a key position in the region. We must be a driving force in issues of regional importance and play a leading role in the growth occurring on the Western Slope. We will do this by setting an example of how local government should operate – in our conduct, in our words, and in our ideas. The status quo will not satisfy us, nor will it work, as we continue to push ourselves outside of our comfort zone to be innovative leaders.”

At its April 15, 2020 meeting the City Council considered the foregoing Recitals, the purposes of this Ordinance and the importance of it to the Community and determined that an appropriation in the sum of \$2,200,000 is necessary and proper given the current emergency.

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

That the following sum of money be appropriated from unappropriated fund balance and additional revenues to the Fund indicated for the year ending December 31, 2020, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General	100	\$2,200,000.00

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

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Rick Taggart  
President of the Council

ATTEST:

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Wanda Winkelmann  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #6.b.**

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**Meeting Date:** April 15, 2020

**Presented By:** Greg Caton, City Manager

**Department:** City Manager's Office

**Submitted By:** Jodi Romero, Finance Director

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**Information**

**SUBJECT:**

A Supplemental Ordinance to Appropriate \$2,200,000 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund - **Cancelled**

**RECOMMENDATION:**

Staff recommends adoption of the supplemental ordinance.

**EXECUTIVE SUMMARY:**

The purpose of this item is to adopt a supplemental ordinance for expenditures related to economic stimulus and recovery.

**BACKGROUND OR DETAILED INFORMATION:**

The coronavirus pandemic has created challenges for the Grand Junction community by causing both a public health and economic crisis locally. This crisis is formalized by the following declarations:

- On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic.
- On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.
- On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

The City of Grand Junction understands that some individuals in Grand Junction have

been negatively impacted by losing their jobs. As a part of a comprehensive economic response to the COVID-19 pandemic, the City of Grand Junction is implementing creative solutions to real problems.

Pursuant to the local declaration of emergency, and by and with this ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

The appropriation shall be allocated such that:

- a) \$2,200,000 be expended for work that directly assists and promotes delivery of City services, maintenance of City facilities, which may include deploying temporary or occasional staffing to assisting human service agencies, and,
- b) \$500,000 shall be expended as grants to human service agencies, as determined necessary or required by the City, for basic needs of food and shelter.
- c) the appropriated sum (\$2,700,000) shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund.

The City Manager shall, by virtue of contracting with temporary placement and staffing agencies in the City, solicit and contract for temporary employment and services of persons to perform work, which may include but not be limited to:

- crack fill operations,
- storm water infrastructure (ditch, culvert and catch basin) maintenance,
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- graffiti removal,
- painting (buildings, fences, sign posts) and other maintenance of City facilities,
- cleaning street art,
- Riverfront cleanup and maintenance, and
- necessary or required tasks of human service agencies, and,
- any other work deemed necessary and appropriate by the City Manager in light

of need, social distancing and other protocols now in place or applicable to the mitigation of the spread of COVID-19.

The City Manager shall request applications from human service agencies providing services in the City and shall report to the City Council the number, amount and nature of the grant applications. City Council shall provide a grant application and review process, and as determined by a majority of the City Council, authorize expenditure of that portion of the Fund appropriated (\$500,000.00) to the selected agencies and for the purposes identified in the application(s) and award(s).

Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance, inform the City Council on the effectiveness of the Ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City.

This action is unprecedented; however, it is wholly consistent with the City's Strategic Plan. The adoption of this ordinance furthers the City's partnership with the community.

**FISCAL IMPACT:**

This supplemental appropriation provides for the disbursement of funds to set up the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 for the emergency, temporary employment by the City of of people for up to 90 days to perform necessary maintenance, repair and improvement of City parks, trails and facilities that has heretofore not been completed, been deferred or otherwise has not been accomplished and to assist human service agencies with the provision of food and shelter.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

REVENUES: The potential reduction of General Fund revenues was calculated using minimum and maximum assumptions based on the type of revenue (ie. sales tax, ambulance transport, recreation fees, etc.). For example, sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30 year period falling by 21% over a two year period. Using a 25% reduction also equates

to losing an entire quarter of revenues. For other revenues such as property taxes, a reduction range of 5% to 10% was used. **In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.**

EXPENSES: Over a month ago, the City Manager instituted slowing of spending in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions. The largest expense for the General Fund is labor, and based on a detailed analysis to project labor savings due to vacancies and a hold on some position hiring, potential savings range from \$2 million to \$3 million. For other expenses such as operating and internal service charges including technology and fleet, a savings range of 5% to 10% was used. **In total the estimate for expense savings ranges from \$4.2 million to \$6.8 million.**

NET IMPACT TO GENERAL FUND RESERVE BALANCE: Combining the estimated range of revenue reductions with the estimated expense savings results in a **net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.**

GENERAL FUND RESERVE: The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million with a 20% reserve calculated as \$15.2 million. However based on the net impacts calculated above the General Fund reserve at 12/31/2020 could range from \$27.1 million to \$20.5 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here as emergency economic stimulus and recovery response. Based on the expense reductions described above, the 20% reserve calculation ranges from \$14.5 million to \$14 million and the resulting **funds available above the minimum reserve (after the use of reserve for the economic impact) ranges from a high of \$12.6 million to a low of \$6.5 million.** Therefore based on this analysis there is sufficient funds available to fund the City Economic Stimulus and Recovery Response Fund as proposed at a maximum expenditure of \$2,700,000.

### **SUGGESTED MOTION:**

Introduce a Supplemental Ordinance to appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and set a public hearing for April 15, 2020.

### **Attachments**

1. #GJStrong Fund Summary
2. ORD-Economic Stimulus and Response Recovery Supplemental

Appropriation033020

## #GJStrong Fund

So many businesses and people in Grand Junction are being impacted by the health and economic crisis resulting from the COVID19 pandemic, here and across the State of Colorado and the country.

The City Council has articulated the need for the City of Grand Junction to dedicate funds for emergency response services to assist meeting basic human needs in light of the fast-moving and sweeping impacts of COVID-19. People are losing their jobs, and the nonprofit organizations are seeing a huge demand for services to meet basic needs related to food and shelter.

The purpose is *to provide emergency funding to relieve the stress and strains that local nonprofits are facing in light of new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services.* A primary goal is to keep nonprofit organizations who are struggling to meet the basic needs stay open and able to expand or reorganize operations to best meet the sudden and unprecedented demands.

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

**AN EMERGENCY SUPPLEMENTAL ORDINANCE TO APPROPRIATE \$2,700,000.00  
FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S  
ECONOMIC STIMULUS AND RECOVERY RESPONSE FUND  
IN THE CITY OF GRAND JUNCTION, COLORADO**

RECITALS:

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On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

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The Fund shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund and in response to and because of the declared COVID-19 emergency.

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related to people's health but instead, and possibly to a much greater extent, relate to their economic health and well-being.

Given the unprecedented economic impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that an emergency appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

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With the adoption of this ordinance the City Council is endeavoring to serve the people that make this community great. As stated in the *Plan*

“Grand Junction was founded by innovative leaders, ready to lead the way to a new future. Our city continues in that tradition of leadership today. We are not content to wait around for the future, but rather desire to actively shape it. Our City holds a key position in the region. We must be a driving force in issues of regional importance and play a leading role in the growth occurring on the Western Slope. We will do this by setting an example of how local government should operate – in our conduct, in our words, and in our ideas. The status quo will not satisfy us, nor will it work, as we continue to push ourselves outside of our comfort zone to be innovative leaders.”

At its April 15, 2020 meeting the City Council considered the foregoing Recitals, the purposes of this Ordinance and the importance of it to the Community and determined that an appropriation in the sum of \$2,200,000 is necessary and proper given the current emergency.

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

That the following sum of money be appropriated from unappropriated fund balance and additional revenues to the Fund indicated for the year ending December 31, 2020, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General	100	\$2,200,000.00

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

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Rick Taggart  
President of the Council

ATTEST:

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Wanda Winkelmann  
City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #7.a.i.

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**Meeting Date:** April 15, 2020

**Presented By:** Landon Hawes, Senior Planner

**Department:** Community Development

**Submitted By:** Landon Hawes

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### **Information**

#### **SUBJECT:**

An Ordinance Amending the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures - [Staff Presentation](#)

#### **RECOMMENDATION:**

The Planning Commission heard this request at their February 25, 2020 meeting and voted (7-0) to recommend approval.

#### **EXECUTIVE SUMMARY:**

Staff has identified an opportunity to simplify and streamline the Section 26.32 of the City's Development Regulations pertaining to demolition of accessory structures in the North Seventh Street Historic Residential District Guidelines and Standards. The proposed modification would simplify the application and streamline the review process for demolition of historic and non-historic accessory structures. This amendment also proposes deletion of some requirements that an application for a Certificate of Appropriateness (COA) for demolition in the historic district must currently meet.

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

##### **BACKGROUND**

In October 2019, a resident within the North Seventh Street Historic Residential District applied for a Certificate of Appropriateness to demolish a detached accessory structure (shed) on his property. The shed was constructed in the 1980s and is not historic. However, by the current regulations of the historic district, any application for Certificate of Appropriateness for demolition of a structure (principal or accessory, historic or non-

historic) must be reviewed by the Historic Preservation Board and a final decision rendered by City Council. Additionally, the submittal requirements for such an application include such items as 26.32.020(g), which requires the applicant to list the remaining balance on the mortgage for the property, and (k), which requests the real estate taxes on the property for the past two years.

In review of this request, it came to staff's attention that many of the submittal requirements for a Certificate of Appropriateness for demolition may not be useful to the review and may be considered superfluous and unnecessary for a review of the associated request. Staff therefore proposes to eliminate several submittal requirements currently required as part of the review process. Similarly, staff believes that the requirement that City Council review of demolition permits for non-historic structures in a historic district is generally unnecessary. The specific code amendments can be found in the attached draft ordinance.

The purpose of the North 7th Street Residential Historic District is to conserve valuable historic resources of the City of Grand Junction. Because demolition has the potential to destroy these historic resources, staff believes that some oversight of the demolition process for accessory structures in a historic district remains appropriate but may be more appropriately reviewed and decided upon by the Historic Preservation Board.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting is not required for a Code Amendment request. However, the City did solicit comment from property owners within the Historic District via a mailed letter sent on November 27, 2019. Only three emails were received in reply; none expressed opposition to the proposal. In addition, the property owners were again noticed of the hearing dates for this Code amendment via mailed notice on February 14, 2020. Consistent with Section 21.02.080 (g) of the Code, notice of this public hearing was published on February 18, 2020 in the Grand Junction Daily Sentinel.

Because of this, staff is proposing changes to the way demolition permits for accessory structures in the North Seventh Street Historic District are reviewed. Under this proposal, staff would determine historicity when an applicant submits for a Certificate of Appropriateness for demolition of an accessory structure and would make a recommendation to the Historic Preservation Board, which would render a final decision on the case. The City Council would serve as the appeal body. The COA process for demolition of all or part of a principal structure will remain the same with a recommendation by staff to the Historic Preservation Board and a recommendation by the Board to City Council, which renders the final decision.

### **ANALYSIS**

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no specific criteria for

review because a code amendment is a legislative act and within the discretion of the City Council to amend the Code with a recommendation from the Planning Commission. Reasons for the proposed amendments are provided in the Background section of this report.

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

After reviewing the City of Grand Junction's request for revision of regulations regarding accessory structure review in the North Seventh Street Historic Residential District, ZCA-2019-716, the following findings of fact have been made:

1. The request will streamline review of Certificates of Appropriateness for demolition of accessory structures in the North Seventh Street Historic Residential District.
2. The request will simplify the application process for a Certificate of Appropriateness for demolition.

Therefore, Planning Commission recommends approval of the request. Additionally, the Historic Preservation Board reviewed this request at their February 4, 2020 meeting and recommended approval of the request.

### **FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4910, an ordinance amending the North Seventh Street Historic Residential District Guidelines and Standards, section 26.32 of the Zoning and Development code, amending regulations regarding demolition of structures on final passage and order final publication in pamphlet form.

### **Attachments**

1. Planning Commission Minutes - 2020 - February 25 - Draft
2. 7th Street Demolition Regulations ordinance



**GRAND JUNCTION PLANNING COMMISSION**  
**February 25, 2020 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:12pm by Chairman Christian Reece.

Those present were Planning Commissioners; Chairman Christian Reece, Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Ken Scissors, and Sam Susuras.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Rick Dorris (Development Engineer), Jarrod Whelan (Development Engineer), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), and Jace Hochwalt (Associate Planner).

There were approximately 60 citizens in the audience.

**CONSENT AGENDA**

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Commissioner Wade moved to adopt Consent Agenda items #1-3. Commissioner Susuras seconded the motion. Motion carried unanimously 7-0.

**1. Approval of Minutes**

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- a. Minutes of the February 11, 2020 Regular Meeting.

**2. City Public Works Operations – Special Permit** **File # SPT-2020-35**

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Consider a request by the City of Grand Junction Public Works Department for a Special Permit to establish a materials storage and transfer site on a portion of a 74.83-acre parcel zoned CSR (Community Services and Recreation) located at 2620 Legacy Way.

**3. Code Text Amendment – Seventh Street Historic District Regulations**

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**File # ZCA-2019-716**

Consider a request by the City of Grand Junction to amend Title 26.32 of the North Seventh Street Historic Residential District Guidelines and Standards regarding demolition of structures.

## **REGULAR AGENDA**

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### **1. Horizon Villas - Rezone**

**File # RZN-2019-714**

Consider a request by Larson Building Solutions to rezone 2.22-acres from PD (Planned Development) to R-8 (Residential 8 units per acre) located adjacent to Horizon Glen Drive at Horizon Drive.

#### **Staff Presentation**

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

There was discussion regarding traffic in the area and a proposed traffic impact study that has not been conducted.

Commissioner Reece asked a question regarding the neighborhood center zoning designation on the Comprehensive Plan Future Land Use Map. Mr. Peterson stated the applicable zone districts in the Neighborhood Center designation.

#### **Applicant's Presentation**

Ted Ciavonne, Ciavonne Roberts & Associates, representing Larson Building Solutions, was present and made a comment regarding the request.

#### **Public Comment**

The public hearing was opened at 6:37pm.

The following spoke in opposition of the request: David Hoffman, Lily Fitch, Bill Fitch, Joe Graham, Stephanie Graham, Kevin Triplett, and Susan Madison.

The public hearing was closed at 6:54pm.

#### **Applicant's Response**

Mr. Ciavonne provided a response to public comment.

#### **Questions for Applicant**

Commissioner Reece asked questions regarding potential drainage, wildlife, and wetlands issues.

#### **Questions for Staff**

Commissioner Reece asked a question regarding the Comprehensive Plan Future Land Use Map and the ability of a minor arterial to handle a certain capacity of traffic flow.

Commissioner Scissors asked a question regarding a density miscommunication between the public comments and the staff report.

Commissioner Reece asked a question regarding the review process (e.g. rezone versus a new outline development plan).

### **Discussion**

Commissioner Wade made a comment regarding an additional exhibit presented to the Commission from Colorado Parks and Wildlife.

Commissioner Deppe made a comment in opposition of the request.

Commissioners Gatseos, Wade, Susuras, and Ehlers made comments in support of the request.

Commissioner Gatseos made a comment regarding lack of housing.

### **Motion and Vote**

Commissioner Wade made the following motion, “Madam Chairman, on the Horizon Villas Rezone, a request to rezone to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, City file number RZN-2019-714, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Susuras seconded the motion. The motion carried 6-1.

## **2. Code Text Amendment – Horizon Drive Zoning Overlay File # ZCA-2019-717**

Consider a request by the Horizon Drive Business Improvement District to add a Horizon Drive Zoning Overlay to the Zoning and Development Code at Title 27 of the Municipal Code.

Commissioner Reece recused herself from this item and left the auditorium.

### **Staff Presentation**

Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

None.

### **Applicant’s Presentation**

The Applicant, Vara Kusal representing Horizon Drive BID, was present and did not make a comment regarding the request.

**Public Comment**

The public hearing was opened at 7:27pm.

None.

The public hearing was closed at 7:28pm.

**Discussion**

Commissioner Gatseos made a comment regarding the unanimous decision the Horizon Drive BID board made in support of this request.

Commissioner Scissors made a comment in support of the request and complimenting the Horizon Drive BID board.

**Motion and Vote**

Commissioner Deppe made the following motion, “Mister Vice-Chairman, on the Horizon Drive Zoning Overlay, City file number ZCA-2019-717, 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 Susuras seconded the motion. The motion carried 6-0.

Planning Commission took a break at 7:30pm.

Planning Commission started back at 7:35pm.

**3. Magnus Court Subdivision – Outline Development Plan**

**File # PLD-2019-374 and ANX-2019-137**

Consider a request by CR Nevada Associates LLC, JLC Magnus LLC and Bonds LLC for a Zone of Annexation for two (2) properties and rezone of two (2) properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units per acre). All properties are seeking a zone district of Planned Development with an associated Outline Development Plan (ODP) called Magnus Court to develop 74 single-family detached lots with an R-2 (Residential – 2 du/ac) default zone district. The properties combined are 69.67 acres and are generally located at the west end of Magus Court and include the property addressed as 2215 Magus Court #A.

### **Staff Presentation**

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There was discussion regarding the condition of approval, the trail system, and the application process.

### **Applicant's Presentation**

The project's representative, Tedd Ciavonne, Ciavonne Roberts & Associates, was present and gave a presentation regarding the request.

Kari McDowell Schroeder, McDowell Engineering, was present and gave a presentation regarding the request and the Traffic Impact Study that was completed.

### **Questions for Applicant**

Commissioner Reece asked about access to two units on the plan.

Commissioner Deppe asked a question about access and parking on the auto-courts.

Commissioner Ehlers asked a question regarding the methodology for the traffic impact study.

### **Public Comment**

The public hearing was opened at 8:39pm.

The following spoke in opposition of the request: Sharon Sigrist, Naomi Rintoul, Dennis Guenther, Nuala Whitcomb, Lisa Lefever, Lori Carlston, Michael Petri, Susan Stanton, Lora Curry, Wayne Smith, Mike Mahoney, Richard Swingle, Lisa Smith, and Jay Thompson.

The public hearing was closed at 9:12pm.

Planning Commission took a break at 9:12pm.

Planning Commission started back at 9:19pm.

### **Applicant's Response**

Mr. Ciavonne responded to public comment.

### **Questions for Applicant**

There was discussion regarding public access and stormwater drainage.

Commissioner Deppe asked a question regarding the origin of the applicants and if the development would also include the build-out of the subdivision.

There was discussion about auto courts, fire department access, signage, how roads connect to major roads, and City requirements to remedy road destruction due to construction traffic.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding access into Reed Mesa Drive.

Commissioner Scissors asked a question regarding construction traffic.

### **Discussion**

Commissioners Gatseos, Deppe, and Scissors made comments in opposition of the request.

Commissioners Ehlers, Reece, and Susuras made comments in support of the request.

Commissioner Wade made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Madam Chairman, on the Zone of Annexation and Rezones to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district and an Outline Development Plan to develop 74 single-family detached lots, file numbers ANX-2019-137 & PLD-2019-374, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the findings of fact listed in the staff report. Condition #1 being that Lot No. 3, 43, 53, 55 and 68 shall meet minimum dimensions of Hillside Regulations as adopted by Code."

Commissioner Susuras seconded the motion. A roll call vote was called:

Commissioner Susuras YES  
Commissioner Deppe NO  
Commissioner Scissors NO  
Commissioner Reece YES  
Commissioner Wade NO  
Commissioner Gatseos NO  
Commissioner Ehlers YES

The motion failed 3-4.

#### 4. **EcoGen – Conditional Use Permit**

**File # CUP-2020-60**

Consider a request by EcoGen Laboratories, LLC, for a Conditional Use Permit (CUP) to allow for a hazardous occupancy within an I-2 (General Industrial) zone district for the property located at 1101 3<sup>rd</sup> Avenue.

Commissioner Ehlers recused himself from this item and left the auditorium.

#### **Staff Presentation**

Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

Commissioner Reece asked a question regarding Condition No. 2 and the definition of Mitigation in Chapter 8.08.

#### **Applicant's Presentation**

The Applicant, Doug Watson, EcoGen Laboratories, LLC, was present and made a presentation regarding the request.

#### **Public Comment**

The public hearing was opened at 10:33pm.

None.

The public hearing was closed at 10:33pm.

#### **Discussion**

Commissioner Reece made a suggestion to modify the language in the motion to clarify Condition No. 2 to "...mitigation measures as approved by the City."

#### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the application for a Conditional Use Permit for EcoGen Laboratories, LLC located at 1101 3rd Avenue, CUP-2020-60, I move that the Planning Commission recommend conditional approval with the findings of fact and conditions as listed in the staff report as modified to read "Condition 2. If odors become a nuisance as identified in Chapter 8.08 of the Grand Junction Municipal Code, mitigation measures will be required as approved by the City of Grand Junction."” **\*\*Planning Commission was the final decision-making body on this item\*\***

Commissioner Scissors seconded the motion. The motion carried 6-0.

**5. Other Business**

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None.

**6. Adjournment**

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The meeting was adjourned at 10:37pm.

DRAFT



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING SECTION 26.32 OF THE ZONING AND DEVELOPMENT CODE,  
AMENDING REGULATIONS REGARDING DEMOLITION OF STRUCTURES**

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan and has directed that the Code be reviewed and amended as necessary.

The purpose of the North 7<sup>th</sup> Street Residential Historic District is to conserve valuable historic resources of the City of Grand Junction. Because demolition has the potential to destroy these historic resources, oversight of the demolition process for accessory structures in a historic district is appropriate.

The proposed amendments to Section 26.32 of the Zoning and Development Code simplify and streamline regulations for Certificates of Appropriateness for demolition of an accessory structure in the North Seventh Street Historic Residential District.

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 Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Code amendments are necessary to maintain effective regulations to implement Goal 6 of the Comprehensive Plan.

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

**Section 26.32 is amended as follows (additions underlined, deletions struck through):**

**26.32.010 Applicability**

**Any Applicant requesting demolition of all or part of a principal structure within the North Seventh Street Historic Residential District shall demonstrate that the demolition is warranted either by cause or by effect of the structure being non-contributing to the District.**

26.32.020 Review criteria.

Approval of a Certificate of Appropriateness for a demolition may be issued upon consideration of the following:

- (a) Whether the applicant has made a good-faith effort to pursue reasonable, cost effective alternatives to demolition.
- (b) Whether the loss of part or all of the subject property would be detrimental to the quality and continuity of the site, District or surrounding neighborhood.
- (c) Whether denial of the application would result in an undue economic hardship for the owner/applicant. Based on a thorough analysis of the financial, economic, and engineering information described below, the City Council may determine that there is an undue economic hardship if the following criteria are met:
  - (1) No economically viable use consistent with zoning of the property will exist unless the demolition is approved. (Note: inability to put the property to its most profitable use does not constitute an undue economic hardship.)
  - (2) The hardship is peculiar to the building or property in question and must not be in common with other properties.
  - (3) The hardship is not self-imposed, caused by action or inaction of the owner, applicant or some other agent.
  - (4) The Applicant has attempted and exhausted all reasonable alternatives which would eliminate the hardship, such as offering the property for sale.

(Ord. 4508, 3-21-12)

26.32.030 Submittal requirements.

~~The applicant/owner for demolition of part or all of a structure shall provide information including but not limited to the following items in order for the City Council to evaluate the application:~~

- ~~(a) An estimate of the cost of the proposed demolition or removal and an estimate of any additional cost that would be incurred to comply with recommendations of the Historic Preservation Board.~~
- ~~(b) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for economic rehabilitation.~~
- ~~(c) Estimated current market value of the property by a licensed real estate appraiser of the property both in its current condition and after completion of the proposed demolition or~~

removal and all appraisals obtained within the previous two years by the applicant or owner in connection with the purchase, financing or ownership of the property.

(d) — An estimate of the cost of restoration prepared by an architect, developer, real estate consultant, appraiser or other real estate professional experienced in rehabilitation or reuse of like structures in the District.

(e) — Amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any terms of financing between the seller and buyer.

(f) — If the property is income-producing, the annual gross income from the property for the previous two years; and the depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

(g) — Remaining balance on the mortgage or other financing secured by the property owner and annual debt service, if any, for the previous two years.

(h) — All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property.

(i) — Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.

(j) — Assessed value of the property according to the two most recent Mesa County assessments.

(k) — Real estate taxes for the previous two years.

(l) — Form of ownership or operation of the property, whether sole proprietorship, for-profit or nonprofit corporation, limited partnership, joint venture, etc.

(m) — Current photographs of the building and land from the front street showing as much of the land and building as possible.

(n) — Current photographs of all exterior elevations from rooftop to ground.

(o) — Current photographs of all interior rooms.

(p) — A narrative summary of all special architectural features and details and materials used throughout the interior and exterior of the structure.

1. The Applicant for demolition of part or all of a structure shall provide information including

(a) A report from a licensed engineer, contractor or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation.

(b) A narrative description with supporting photographs of the structure including architectural features and details and materials used throughout the interior and exterior of the structure.

(c) Additional information identified by Staff or the Board to ensure sufficient evidence for reviewing the request.

2. In addition to those items listed in Section 26.32.030(1), an Applicant for demolition of part or all of a primary structure shall provide information including:

(a) An estimate of the cost of the proposed demolition or removal and an estimate of any additional cost that would be incurred to comply with recommendations of the Board.

(b) Estimated current market value of the property prepared by a Colorado licensed real estate appraiser, for the property in its current condition and after completion of the proposed demolition or removal.

(Ord. 4508, 3-21-12)

26.32.040 Procedure.

~~(a) Upon submittal of the application for a certificate of appropriateness for demolition to the City, the Public Works and Planning Department shall review all the documentation submitted for completeness. The Department staff shall prepare a report with findings. The Historic Preservation Board will then review the report and make a recommendation to City Council.~~

~~(b) The application, with the findings and recommendations of the Department and the Historic Preservation Board, shall be presented to the City Council in accordance with the administrative procedures and notice requirements. The City Council will have 90 calendar days to consider and render its decision. If approved, the Public Works and Planning Department shall issue a certificate of appropriateness in order for the applicant/owner to obtain a building permit for the demolition.~~

~~(c) If the City Council finds that all reasonable possibilities for saving a part or all of the structure have been exhausted and approves the demolition, all salvageable building materials shall be collected and then the waste should be removed as provided by the permit and asbestos or other hazardous material disposal procedures. The site shall then be planted and maintained until a new use goes into effect.~~

(a) Upon submittal of the application for a Certificate of Appropriateness for demolition to the City, the Community Development Department shall review all the documentation submitted for completeness. The Department staff shall prepare a report with findings, including

recommendation regarding historicity. All decisions on Certificate of Appropriateness shall be noticed and conducted as public hearings consistent with Section 21.02.080 (g) of the Code.

(b) For all accessory structures,

(i) \_\_\_\_\_ the Historic Preservation Board will make a final decision regarding the Certificate of Alteration.

(ii) \_\_\_\_\_ An appeal of the Board's decision shall be heard by City Council.

(c) For all primary structures,

(i) The Historic Preservation Board will provide a recommendation to City Council.

(ii) Within 90 days of the HPB hearing, the City Council shall consider and decide upon the certificate of alternation for demolition.

(d) If a certificate of alteration is approved for a historic structure, all salvageable building materials shall be collected and waste removed from the property.

(Ord. 4508, 3-21-12)

26.32.050 Penalty.

If the Applicant of a structure within the North Seventh Street Historic Residential District abates or demolishes part or all of a building without first obtaining the Certificate of Appropriateness, the Applicant shall pay a fine of \$250.00 per square foot of the affected area.

Introduced on first reading this 4<sup>th</sup> day of March, 2020, and ordered published in pamphlet form.

Adopted on second reading this 18<sup>th</sup> day of March, 2020 and ordered published in pamphlet form.

ATTEST:

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

\_\_\_\_\_  
Mayor



## Grand Junction City Council

### Regular Session

Item #7.a.ii.

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**Meeting Date:** April 15, 2020

**Presented By:** Landon Hawes, Senior Planner

**Department:** Community Development

**Submitted By:** Landon Hawes

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### **Information**

#### **SUBJECT:**

An Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code - [Staff Presentation](#)

#### **RECOMMENDATION:**

The Planning Commission heard this request at their February 25, 2020 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Horizon Drive Business Improvement District (BID) has requested the creation of a zoning overlay in order to develop a distinct identity for the Horizon Drive District as a gateway to Grand Junction. This identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety that will complement the level of development that has been accomplished by the City and BID that made Horizon Drive a complete street. Additionally, the corridor seeks to make private improvements that accommodate multiple modes of travel and provide/promote pedestrian spaces that emphasize public interaction in gathering areas and around public art. The standards included in this overlay would also work to enhance walkability, create a unifying architectural theme, and help set minimum standards for design and development of properties within the Horizon Drive area.

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

##### **BACKGROUND**

Zoning overlays such as the proposed Horizon Drive standards are designed to implement specific policy and zoning objectives such as the creation of a specific visual

theme. In this case, the proposed zoning overlay is intended to improve visual quality, create a unifying architectural theme, and increase walkability in the Horizon Drive Business Improvement District. This is done by the implementation of architectural design standards, installation of street trees and detached sidewalks, and emphasis on high-quality building materials, among other regulations. The City has already adopted similar zoning overlays for North Avenue, the Greater Downtown Area, and 24 Road.

The Horizon Drive District is comprised of commercial properties within the general geographic area of Horizon Drive between G Road and H Road. The District was formed in 2004 and is overseen by the City of Grand Junction, which appoints the staff and Board of Directors. The District is supported by a mil levy of no more than 5.0 mils (.005) upon every dollar of the valuation assessment of taxable property within the District.

The District's mission statement is: "Committed to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District." The properties within the Horizon Drive District fall into two zoning classifications. Those with frontage onto Horizon Drive, Crossroads Boulevard, Horizon Court or similar streets, are classified as Light Commercial (C-1) and those nearest H Road and north-west of Horizon Drive are classified as Industrial Office (I-O). The Grand Junction Regional Airport, adjacent to the Horizon Drive District on the north and east, is the single largest adjoining property. The zoning classification for the airport is Planned Airport Development (PAD).

Horizon Drive is a busy arterial thoroughfare, five lanes wide. The roadway system is dedicated to swift vehicular movement. Buildings are generally large, set back from the roadway and fronted by large parking areas. Signs for the buildings are inconsistent in size and location. Landscaping is sparse. There have been recent and significant improvements to the area with the completion of two roundabouts as well as pedestrian crossings located at lighted intersections and three midblock locations. Sidewalks are found in both an attached and detached configuration, though some sidewalk connections are missing.

Horizon Drive is one of four gateways into Grand Junction for travelers coming to the community using I-70 and the primary gateway for those flying into Grand Junction Regional Airport. Therefore, Horizon Drive's identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety.

Additionally, the corridor seeks to accommodate multiple modes of travel, making it a "Complete Street" that allows for the development of both publicly and privately owned pedestrian spaces that emphasize public interaction in gathering areas and around public art. This reinforces the Horizon Drive District as the central "gateway" to Grand Junction. As such, the visual character of the District properties should reflect the

District's desire to set itself forward as a welcoming, clean, modern and a safe area that not only provides traveler amenities but is a segue to a multi-faceted and desirable community. Design standards for development will reinforce this overall theme and sense of quality. As a complete street it supports the City's 2018 adopted Complete Street Policy which provides an approach to corridor development that integrates people and places in planning, design, construction, operation, and maintenance of transportation networks. The policy also helps to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

The overlay would help implement several Comprehensive Plan policies.

- Goal 8 states that the city will "Create attractive public spaces and enhance the visual appeal of the community through quality development." The overlay does this by mandating streetscape improvements for new development and emphasizing high-quality building materials.

- Goal 9 states that the city will "Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources." The overlay helps to implement this goal by integrating the existing Horizon Drive Corridor Improvement Project into its text. This currently ongoing CIP includes detached sidewalks, transit stops, and parcel interconnectivity as part of its vision.

- Guiding Principle 5 of the Plan is "Balanced Transportation," which this plan helps to implement as described above.

According to Vara Kusal, the executive director of the BID, "The Horizon Drive District was formed in 2004 because the property owners and business owners wanted a voice to represent their interests to local government." As such, the proposed zoning overlay represents the desired outcome for stakeholders from the district. The Horizon Drive District Board has recommended approval of the overlay and business/property owners who have given feedback have uniformly been in favor of it as well.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed overlay zone was held on December 4, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. BID and Community Staff representatives were in attendance. Eight people attended the neighborhood meeting and asked questions about applicability of the zoning overlay, when it would come into effect, and signage. All citizens in attendance expressed support of the proposed overlay.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the



Zoning and Development Code. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to all property owners within the Horizon Drive Business Improvement District on February 14, 2020. The notice of this public hearing was published on February 18, 2020 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no specific criteria for review because a code amendment is a legislative act and within the discretion of the City Council to amend the Code with a recommendation from the Planning Commission. Reasons for the proposed amendments are provided in the Background section of this report.

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

After reviewing the Horizon Drive Business Improvement District's request for the creation of a Horizon Drive Zoning Overlay, ZCA-2019-717, the following findings of fact have been made:

1. The request is justified in that it will work to enhance Horizon Drive's ability to serve as a premier commercial area and community gateway for the City of Grand Junction.
2. The request is consistent with the goals and policies of the Comprehensive Plan.

Therefore, the Planning Commission recommends approval of the request.

### **FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4911, an ordinance amending the Grand Junction Municipal Code relating to zoning and development in the Horizon Drive District on final passage and order final publication in pamphlet form.

### **Attachments**

1. Combined neighborhood meeting notes
2. Planning Commission Minutes - 2020 - February 25 - Draft
3. Horizon Drive Zoning Overlay Ordinance

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

MORE OPEN & GREEN SPACE IS  
EXTREMELY IMPORTANT IN THE MODERN  
WORLD + AFFORDABLE HOUSING  
THE WALK ALONG YOUR CANALS CAN  
BE MADE SAFE WITH ROPE BARRIERS  
& WOULD ADD TO THE ENJOYMENT OF  
VISITOR & LOCALS ALIKE

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

If the trail concept could be expanded to include usage by Adrenaline Adventures to Access the 29th Desert Recreational Area it would promote the tourism to Grand Junction as an offroad Destination.

Boeschon Family LP is working with Adrenaline Adventures to provide land for the expansion of their Rental Activities

Sincerely,  
Louis Boeschon  
BFLP

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

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& WOULD ADD TO THE ENJOYMENT OF  
VISITOR & LOCALS ALIKE

## Comments:

Access from 2791 Skyline Ct to 29rd.  
from south side of Airport. Rezone the  
Buesler property to recreational.

Lewis Baker

Name

Lewis@adaegj.com

email address

## Comments:

It would be great to see recreational zoning on Louis Buesler's  
property. Also, I am excited to see the planning for the Horizon  
District Trail & Walkway proposal. That would really change  
Horizon for the better! Much more of a friendly environment.

David Hazleton

Name

ADCustomzG@J@gmail.com

email address

## Comments:

Would love to see more recreation  
and parks on this side of town.

I think this would bring more attention  
to business + Land value to the surrounding area.

I ~~wish~~ wish this was an opportunity zone.

Brett

CuffProductions@gmail.com

Name

email address

# PUBLIC MEETING

December 4, 2019

Clarion Inn - 755 Horizon Drive

NO.	NAME	PHONE	ADDRESS	EMAIL
1	Brett Biesmer			CuffProduction75@gmail.com
2	Lewis Baker			Lewis@adagj.com
3	Louis Biescher		749 Goffmane Dr. Goffmane	Blimitedpt@AOL.com
4	Ben Buescher		714 Golfmane Dr.	bmbuescher@gmail.com
5	David Hazleton			ADCustomzGRT@gmail.com
6	Brian Burford		748 Horizon Dr	bburford100@yahoo.com
7	Brian DiMarzio		1049 Lakeside Ct	dmarzio@yahoo.com
8	DAVID SKORENSKY		16000 HWY 131	NONE
9				
10				
11				
12				
13				
14				
15				

**GRAND JUNCTION PLANNING COMMISSION**  
**February 25, 2020 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:12pm by Chairman Christian Reece.

Those present were Planning Commissioners; Chairman Christian Reece, Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Ken Scissors, and Sam Susuras.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Rick Dorris (Development Engineer), Jarrod Whelan (Development Engineer), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), and Jace Hochwalt (Associate Planner).

There were approximately 60 citizens in the audience.

**CONSENT AGENDA**

Commissioner Wade moved to adopt Consent Agenda items #1-3. Commissioner Susuras seconded the motion. Motion carried unanimously 7-0.

**1. Approval of Minutes**

- a. Minutes of the February 11, 2020 Regular Meeting.

**2. City Public Works Operations – Special Permit** **File # SPT-2020-35**

Consider a request by the City of Grand Junction Public Works Department for a Special Permit to establish a materials storage and transfer site on a portion of a 74.83-acre parcel zoned CSR (Community Services and Recreation) located at 2620 Legacy Way.

**3. Code Text Amendment – Seventh Street Historic District Regulations**

**File # ZCA-2019-716**

Consider a request by the City of Grand Junction to amend Title 26.32 of the North Seventh Street Historic Residential District Guidelines and Standards regarding demolition of structures.



## **REGULAR AGENDA**

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### **1. Horizon Villas - Rezone**

**File # RZN-2019-714**

Consider a request by Larson Building Solutions to rezone 2.22-acres from PD (Planned Development) to R-8 (Residential 8 units per acre) located adjacent to Horizon Glen Drive at Horizon Drive.

#### **Staff Presentation**

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

There was discussion regarding traffic in the area and a proposed traffic impact study that has not been conducted.

Commissioner Reece asked a question regarding the neighborhood center zoning designation on the Comprehensive Plan Future Land Use Map. Mr. Peterson stated the applicable zone districts in the Neighborhood Center designation.

#### **Applicant's Presentation**

Ted Ciavonne, Ciavonne Roberts & Associates, representing Larson Building Solutions, was present and made a comment regarding the request.

#### **Public Comment**

The public hearing was opened at 6:37pm.

The following spoke in opposition of the request: David Hoffman, Lily Fitch, Bill Fitch, Joe Graham, Stephanie Graham, Kevin Triplett, and Susan Madison.

The public hearing was closed at 6:54pm.

#### **Applicant's Response**

Mr. Ciavonne provided a response to public comment.

#### **Questions for Applicant**

Commissioner Reece asked questions regarding potential drainage, wildlife, and wetlands issues.

#### **Questions for Staff**

Commissioner Reece asked a question regarding the Comprehensive Plan Future Land Use Map and the ability of a minor arterial to handle a certain capacity of traffic flow.

Commissioner Scissors asked a question regarding a density miscommunication between the public comments and the staff report.

Commissioner Reece asked a question regarding the review process (e.g. rezone versus a new outline development plan).

### **Discussion**

Commissioner Wade made a comment regarding an additional exhibit presented to the Commission from Colorado Parks and Wildlife.

Commissioner Deppe made a comment in opposition of the request.

Commissioners Gatseos, Wade, Susuras, and Ehlers made comments in support of the request.

Commissioner Gatseos made a comment regarding lack of housing.

### **Motion and Vote**

Commissioner Wade made the following motion, “Madam Chairman, on the Horizon Villas Rezone, a request to rezone to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, City file number RZN-2019-714, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Susuras seconded the motion. The motion carried 6-1.

## **2. Code Text Amendment – Horizon Drive Zoning Overlay File # ZCA-2019-717**

Consider a request by the Horizon Drive Business Improvement District to add a Horizon Drive Zoning Overlay to the Zoning and Development Code at Title 27 of the Municipal Code.

Commissioner Reece recused herself from this item and left the auditorium.

### **Staff Presentation**

Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

None.

### **Applicant’s Presentation**

The Applicant, Vara Kusal representing Horizon Drive BID, was present and did not make a comment regarding the request.

### **Public Comment**

The public hearing was opened at 7:27pm.

None.

The public hearing was closed at 7:28pm.

### **Discussion**

Commissioner Gatseos made a comment regarding the unanimous decision the Horizon Drive BID board made in support of this request.

Commissioner Scissors made a comment in support of the request and complimenting the Horizon Drive BID board.

### **Motion and Vote**

Commissioner Deppe made the following motion, "Mister Vice-Chairman, on the Horizon Drive Zoning Overlay, City file number ZCA-2019-717, 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 Susuras seconded the motion. The motion carried 6-0.

Planning Commission took a break at 7:30pm.

Planning Commission started back at 7:35pm.

### **3. Magnus Court Subdivision – Outline Development Plan**

#### **File # PLD-2019-374 and ANX-2019-137**

Consider a request by CR Nevada Associates LLC, JLC Magnus LLC and Bonds LLC for a Zone of Annexation for two (2) properties and rezone of two (2) properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units per acre). All properties are seeking a zone district of Planned Development with an associated Outline Development Plan (ODP) called Magnus Court to develop 74 single-family detached lots with an R-2 (Residential – 2 du/ac) default zone district. The properties combined are 69.67 acres and are generally located at the west end of Magus Court and include the property addressed as 2215 Magus Court #A.

### **Staff Presentation**

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

There was discussion regarding the condition of approval, the trail system, and the application process.

### **Applicant's Presentation**

The project's representative, Tedd Ciavonne, Ciavonne Roberts & Associates, was present and gave a presentation regarding the request.

Kari McDowell Schroeder, McDowell Engineering, was present and gave a presentation regarding the request and the Traffic Impact Study that was completed.

### **Questions for Applicant**

Commissioner Reece asked about access to two units on the plan.

Commissioner Deppe asked a question about access and parking on the auto-courts.

Commissioner Ehlers asked a question regarding the methodology for the traffic impact study.

### **Public Comment**

The public hearing was opened at 8:39pm.

The following spoke in opposition of the request: Sharon Sigrist, Naomi Rintoul, Dennis Guenther, Nuala Whitcomb, Lisa Lefever, Lori Carlston, Michael Petri, Susan Stanton, Lora Curry, Wayne Smith, Mike Mahoney, Richard Swingle, Lisa Smith, and Jay Thompson.

The public hearing was closed at 9:12pm.

Planning Commission took a break at 9:12pm.

Planning Commission started back at 9:19pm.

### **Applicant's Response**

Mr. Ciavonne responded to public comment.

### **Questions for Applicant**

There was discussion regarding public access and stormwater drainage.

Commissioner Deppe asked a question regarding the origin of the applicants and if the development would also include the build-out of the subdivision.

There was discussion about auto courts, fire department access, signage, how roads connect to major roads, and City requirements to remedy road destruction due to construction traffic.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding access into Reed Mesa Drive.

Commissioner Scissors asked a question regarding construction traffic.

### **Discussion**

Commissioners Gatseos, Deppe, and Scissors made comments in opposition of the request.

Commissioners Ehlers, Reece, and Susuras made comments in support of the request.

Commissioner Wade made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Madam Chairman, on the Zone of Annexation and Rezones to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district and an Outline Development Plan to develop 74 single-family detached lots, file numbers ANX-2019-137 & PLD-2019-374, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the findings of fact listed in the staff report. Condition #1 being that Lot No. 3, 43, 53, 55 and 68 shall meet minimum dimensions of Hillside Regulations as adopted by Code."

Commissioner Susuras seconded the motion. A roll call vote was called:

Commissioner Susuras YES  
Commissioner Deppe NO  
Commissioner Scissors NO  
Commissioner Reece YES  
Commissioner Wade NO  
Commissioner Gatseos NO  
Commissioner Ehlers YES

The motion failed 3-4.

#### 4. **EcoGen – Conditional Use Permit**

**File # CUP-2020-60**

Consider a request by EcoGen Laboratories, LLC, for a Conditional Use Permit (CUP) to allow for a hazardous occupancy within an I-2 (General Industrial) zone district for the property located at 1101 3<sup>rd</sup> Avenue.

Commissioner Ehlers recused himself from this item and left the auditorium.

#### **Staff Presentation**

Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

Commissioner Reece asked a question regarding Condition No. 2 and the definition of Mitigation in Chapter 8.08.

#### **Applicant's Presentation**

The Applicant, Doug Watson, EcoGen Laboratories, LLC, was present and made a presentation regarding the request.

#### **Public Comment**

The public hearing was opened at 10:33pm.

None.

The public hearing was closed at 10:33pm.

#### **Discussion**

Commissioner Reece made a suggestion to modify the language in the motion to clarify Condition No. 2 to "...mitigation measures as approved by the City."

#### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the application for a Conditional Use Permit for EcoGen Laboratories, LLC located at 1101 3rd Avenue, CUP-2020-60, I move that the Planning Commission recommend conditional approval with the findings of fact and conditions as listed in the staff report as modified to read "Condition 2. If odors become a nuisance as identified in Chapter 8.08 of the Grand Junction Municipal Code, mitigation measures will be required as approved by the City of Grand Junction."” **\*\*Planning Commission was the final decision-making body on this item\*\***

Commissioner Scissors seconded the motion. The motion carried 6-0.

**5. Other Business**

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None.

**6. Adjournment**

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The meeting was adjourned at 10:37pm.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING THE GRAND JUNCTION MUNICIPAL CODE  
RELATING TO ZONING AND DEVELOPMENT IN THE HORIZON DRIVE DISTRICT**

**Recitals:**

The City Council desires that the City's zoning and development regulations be amended as needed so that they will be dynamic and responsive to the demands of the community and development trends, without compromising health, safety and welfare.

The City Council desires the Horizon Drive Business Improvement District to incorporate consistent standards for the area, in order to:

- Achieve high-quality development in the corridor in terms of land use, site planning and architectural design;
- Provide market uses that complement existing and desired uses and benefit the Grand Junction community;
- Take advantage of and expand upon existing public facilities in the corridor to create a "civic" presence;
- Achieve a distinctive character along the roadway that can serve as a gateway to the Grand Junction community;
- Establish a transportation network that interconnects to create a logical urban pattern;
- Establish a high-quality image through zoning, design standards, and public improvements.

For the past two years the Horizon Drive BID Board have worked to develop standards for site development, building architecture, landscaping, business access and site circulation.

The following Preamble describes the Horizon Drive District planning work which informs and provides background information for the Horizon Drive District - Overlay Zone District Standards.

**Horizon Drive District Overlay Preamble**

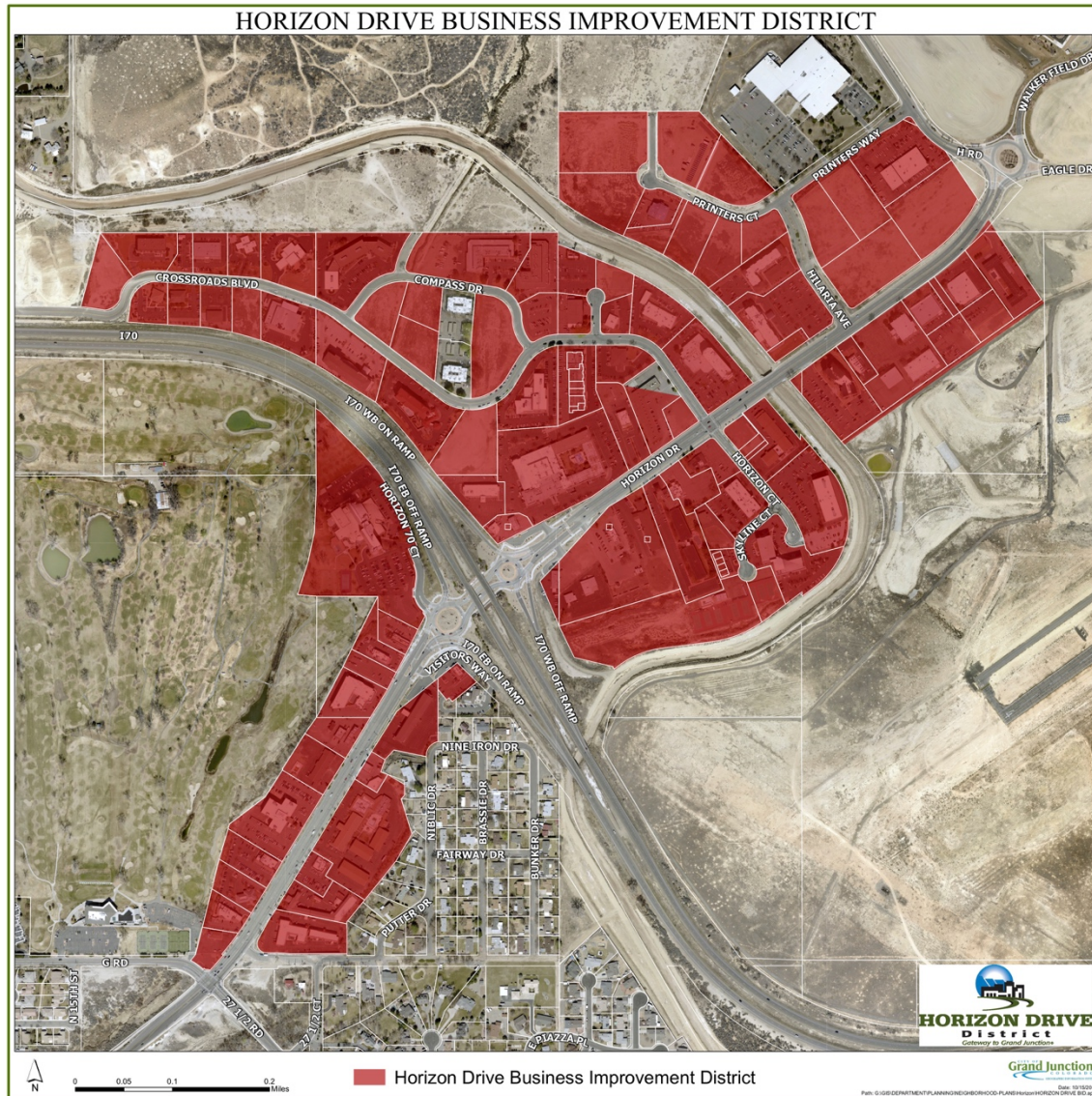
**I. Introduction to Horizon Drive District Plan**

The Plan area and the Overlay Zoning District area comprise the Horizon Drive District boundary as defined by the Horizon Drive Business Improvement District boundary as it stands at the time of adoption of this Plan and Overlay District and includes any subsequent modifications in the future as properties are annexed into the Business Improvement District.



The Horizon Drive District is comprised of commercial properties within the general geographic area of Horizon Drive between G Road and H Road. The District was formed in 2004 and is overseen by the City of Grand Junction, which appoints the Board of Directors. The District is supported by a mil levy of no more than 5.0 mills (.005) upon every dollar of the valuation assessment of taxable property within the District.

The District’s mission statement is: “Committed to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District.”



## II. Background

The properties within the Horizon Drive District fall into two zoning classifications. Those with frontage onto Horizon Drive, Crossroads Boulevard, Horizon Court or similar streets, are classified as light commercial (C-1) and those nearest H Road and north-west of Horizon Drive are classified as Industrial Office (I-O).

The Grand Junction Regional Airport, adjacent to the Horizon Drive District on the north and east, is the single largest adjoining property. The zoning classification for the airport is Planned Airport Development (PAD).

Horizon Drive is a busy arterial thoroughfare, five lanes wide. The roadway system is dedicated to swift vehicular movement. Buildings are generally large, set back from the roadway and fronted by large black-top parking areas. Signs for the buildings are inconsistent in size and location. Landscaping is sparse. There are intermittent sidewalks and pedestrian crossings are located only at lighted intersections.

The overall planning concept for the Horizon Drive District encourages development of (or continuity of existing) neighborhood centers. The neighborhood center approach will provide a framework for distinctive image and organizing elements for public and private (re)development of the Horizon Drive District.

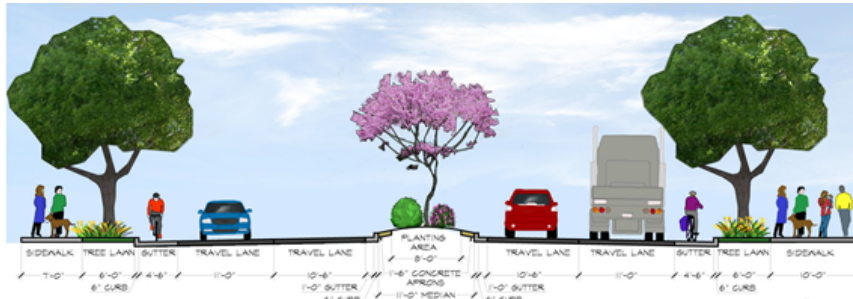
The Horizon Drive Center supports the Horizon Drive corridor to retain its commercial land use designation. Crossroads Blvd. & Horizon Court areas are identified as Business Park Mixed Use and Commercial/Industrial. The Business Park Mixed Use provides more options including multi-family residential development within the corridor. These community development objectives for the District will support and integrate with the development plans of the Grand Junction Regional Airport.

### **III. “Gateway to Grand Junction”**

Horizon Drive is one of four gateways into Grand Junction for travelers coming to the community using I-70 and the primary gateway for those flying into Grand Junction Regional Airport. The primary objective is to develop a distinct identity for the Horizon Drive District, as a “Gateway to Grand Junction.” This identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety.

Additionally, the corridor should accommodate multiple modes of travel making it a “Complete Street” allowing for the development of both publicly and privately owned pedestrian spaces emphasizing public interaction in gathering areas and around public art. This reinforces the Horizon Drive District as the central “gateway” to Grand Junction. As such, the visual character of the District properties should reflect the District’s desire to set itself forward as a welcoming, clean, modern and a safe area that not only provides traveler amenities but is a segue to a multi-faceted and desirable community. Design standards for development will reinforce the overall theme and sense of quality. As a complete street it supports the City’s Complete Street Policy adopted July 18, 2018 which provides an approach to corridor development that integrates people and places in planning, design, construction, operation, and maintenance of transportation networks, helping to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

#### IV. Corridor Improvement Project – A “Complete Street”



#### PURPOSE

To better provide for the safe and convenient movement of both pedestrians and motor vehicles.

The Horizon Drive Corridor Improvement Project will be constructed in phases due to financial necessity (see “Conceptual Plan” graphic). Phase 1 addressed the Horizon Drive / Interstate-70 interchange and was completed in 2016. Future phases, south of the interchange and north of the interchange, will be completed as funding is secured. Currently, Phase 2 is planned to be the section south of Visitor’s Way to G Road. In 2019, three crosswalks were added to this section with center refuge medians and yellow LED pedestrian-activated flashing warning lights.

The corridor will be designed as a “Complete Street” to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The vision for the Horizon Drive corridor includes:

- Create circulation plans promoting traffic calming and pedestrian safety.
- Encouraging future development to include civic areas, open space (parks), walking trails, bike lanes, ease of access to public transportation and connectivity.
- Connectivity with other districts in the community including way-finding signage.
- Wide sidewalks detached from the roadway.
- Safe access to businesses from the street and sidewalks and parcel interconnectivity to minimize multiple access points to Horizon Drive.



- Safe and efficient transit stops.
- Adequate lighting creating a safer vehicle and pedestrian experience.
- Landscaping, street furniture and other hardscape features and amenities that enhance the pedestrian and motoring public's experience, but still allow buildings to be located near the street.

Increased safety is of primary importance to the establishment of the design character of the Horizon Drive District. Interstate 70 bisects the District and provides primary access to Horizon Drive via on ramp/off ramps from both east and west. Vehicular movement is important to the District. Additionally, the properties along Horizon Drive serve a temporary population of visiting travelers, who would prefer greater pedestrian access to other District properties as well as connections to downtown, the Colorado riverfront and other destinations. The standards set forth in this document are to better provide for the safe and convenient movement of both pedestrians and motor vehicles.

## **V. Horizon Drive Master Trails Plan**

### **PURPOSE**

**To provide for the safe and convenient movement of non-motorized (pedestrians and bicycles) between Horizon Drive District businesses and to other areas of Grand Junction.**

Connecting Horizon Drive Hotels and business to downtown, Mesa Mall and the Colorado riverfront is desired by many visitors staying on Horizon Drive and the Horizon Drive business community. Access to trails will benefit the local tourism industry and help stimulate economic development. In 2017, the District contracted with the Colorado Department of Local Affairs (DOLA) and the University Technical Assistance Program (UTAP) to produce the Horizon Drive Master Trails Plan. The Plan was approved by the Grand Junction Planning Commission in April of 2019. Ordinance No. 4851 amended the Comprehensive Plan to include the Horizon Drive BID Trail Network Plan as part of the Grand Junction Circulation Plan was approved by the Grand Junction City Council May 1, 2019.

## **VI. Overlay Zoning**

Overlay zoning creates a special zoning district over a base zone. An overlay adds to or changes the regulations, standards, or requirements of the base zone in order to protect or guide development within a specific area or corridor to meet specific needs or objectives. While the base zone determines the permitted land uses, the overlay zone establishes design or other standards that meet the overlay's purposes.

The overlay zone for the Horizon Drive District provides direction and vision for development in the corridor. The purpose of the overlay's standards and guidelines is

to stimulate new development as well as redevelopment in the District, increasing business and pedestrian activity along the corridor. The overlay supports and implements the Comprehensive Plan vision and goals of making the City a more livable place.

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

**Title 27 of the Grand Junction Municipal Code is amended to incorporate the Horizon Drive District - Overlay Zone District Standards.**

Introduced on first reading this 4<sup>th</sup> day of March, 2020 and ordered published in pamphlet form.

Adopted on second reading this 18<sup>th</sup> day of March, 2020 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor

## Horizon Drive District - Overlay Zone District Standards

27.04 **Purpose.** The purpose of the Horizon Drive Zone District Overlay is to provide a consistent level of architectural character, quality and aesthetics of the Horizon Drive area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation within the designated Horizon Drive Zone District Overlay.

27.08 **Applicability.** The Horizon Drive Zone District Overlay includes all commercial properties within the general geographic area of Horizon Drive between G Road and H Road as identified on the zone district overlay map.

### 27.12 Standards and Guidelines.

27.12.010 **Architectural Features and Materials.** Architectural features are intended to provide variations in massing, be at a human scale, and provide variety in design that work to reinforce the importance of the civic, public and open spaces.

- a. All buildings facing Horizon Drive shall use materials that are durable including but not limited to stone, brick, precast concrete and architectural metals.
- b. Materials prohibited for any building facing Horizon Drive include metal-clad prefabricated buildings and building made from pre-cast concrete and tilt up wall systems that are structural in appearance.
- c. Building entries shall have a strong visual and pedestrian relationship to the street.
- d. Buildings shall provide following architectural design elements:
  - 1) Buildings shall provide their main entry facing Horizon Drive. When not feasible, a side or rear of a building may face Horizon Drive. However, the façade fronting Horizon Drive shall give the appearance of a front façade in terms of quality of architecture, materials and detailing.
  - 2) Building form shall provide recessed or projecting elements to provide façade articulation. This can be accomplished through the design of entryways, awnings, rooflines, projecting bays, pilasters, columns or other features. Articulation shall occur a minimum of every 30 feet for all sides of the building.
  - 3) The first floor of a building designed to accommodate a restaurant or retail use shall have windows facing the public right of way that create visual interest to pedestrians and provide views from inside of buildings to the street.

- e. In addition, the site shall exhibit a minimum of three (3) of the following seven (7) architectural design elements:
- 1) Variation in materials, material modules, expressed joints and details, surface relief and texture to break up building forms and wall surfaces. Such detailing may include sills, headers, belt courses, reveals, pilasters, window bays or similar features for all sides of the building.
  - 2) Variation in roof lines/roof materials in order to add interest to and reduce the scale of buildings or expanses of blank wall. This can be accomplished through design elements such as overhangs, eaves, recesses, projections, raised cornice parapets over doors or bays and peaked roof forms.
  - 3) Establishing the main building entrance on the street with façade features that emphasize the primary building entrance through projecting or recessed forms, detail, color and/or material.
  - 4) Outdoor patio in combination with or without outdoor seating located between the building and the primary street.
  - 5) Ground story transparency of at least 50 percent in the form of windows and/or door(s) for facades facing all public street frontages.
  - 6) Public art, as approved by the Director.
  - 7) Other architectural or site features that achieve the goals of the overall Horizon Drive District overlay vision or concept, as determined by the Director.

**27.12.020 Site Design.** Elements required or encouraged for site design are intended to minimize vehicular orientation and emphasize pedestrian activities such as ease of access from the public way and safe access to parking areas, increase walkability of the district especially between the public way, transit facilities and other buildings. They are also intended to provide safe access to businesses from the street and sidewalks, as well as parcel interconnectivity to minimize multiple access points to Horizon Drive.

- a. Clearly visible and direct pedestrian paths with adequate lighting should be established between neighboring buildings, between buildings and outlying parking areas, and between buildings and transit facilities.
- b. A 6-foot wide concrete sidewalk is required from the street to the front of the primary building main entrance.
- c. New development shall be required to close redundant or multiple accesses to Horizon Drive from a single site. Access location and turning movements shall be limited to those which can be safely accommodated as determined by City of Grand Junction traffic engineers

- d. New development shall be required to consolidate accesses with neighboring properties to the extent practicable.
- e. Bicycle parking shall be provided at locations that do not obstruct the flow of pedestrians, are easily identifiable and visible and convenient to customer entrances.
- f. Where pedestrian circulation paths cross vehicular routes, a change in paving materials, textures, or colors shall be provided to emphasize the potential conflict point, improve visibility, enhance safety and enhance aesthetics.
- g. Onsite signage and traffic markings necessary to facilitate circulation and improve public safety and awareness are required.
- h. Drive up windows such as those used for banks, restaurants, groceries and pharmacies or drive through facilities such as gasoline service islands and car wash or vacuum bays shall be oriented as to not be visible from the public right of way.

**27.12.030 Landscaping and Public Amenities.** This section is meant to ensure appropriate landscaping improvements and the creation of public amenities that enhance the character of the district, and to utilize xeric principles in landscaping design encouraging the planning of low water plants that are appropriate for Grand Junction's arid climate. The intent is also to encourage future development to include civic areas and open space (parks).

- a. Landscaping shall be designed to provide drought tolerant plant species that are native to the region or otherwise suitable to the climate.
- b. For all development, street trees planted every forty feet shall be planted along all public rights-of-way.
- c. For all development with landscaped areas fronting Horizon Drive, any groundcover provided shall be visually similar to existing landscape rock (e.g. crushed red granite) in place on Horizon Drive.
- d. Art, sculpture, transit shelters, benches, planters, bike racks, trashcans and other hardscape feature, plazas, landscaping and other amenities shall be included where appropriate.

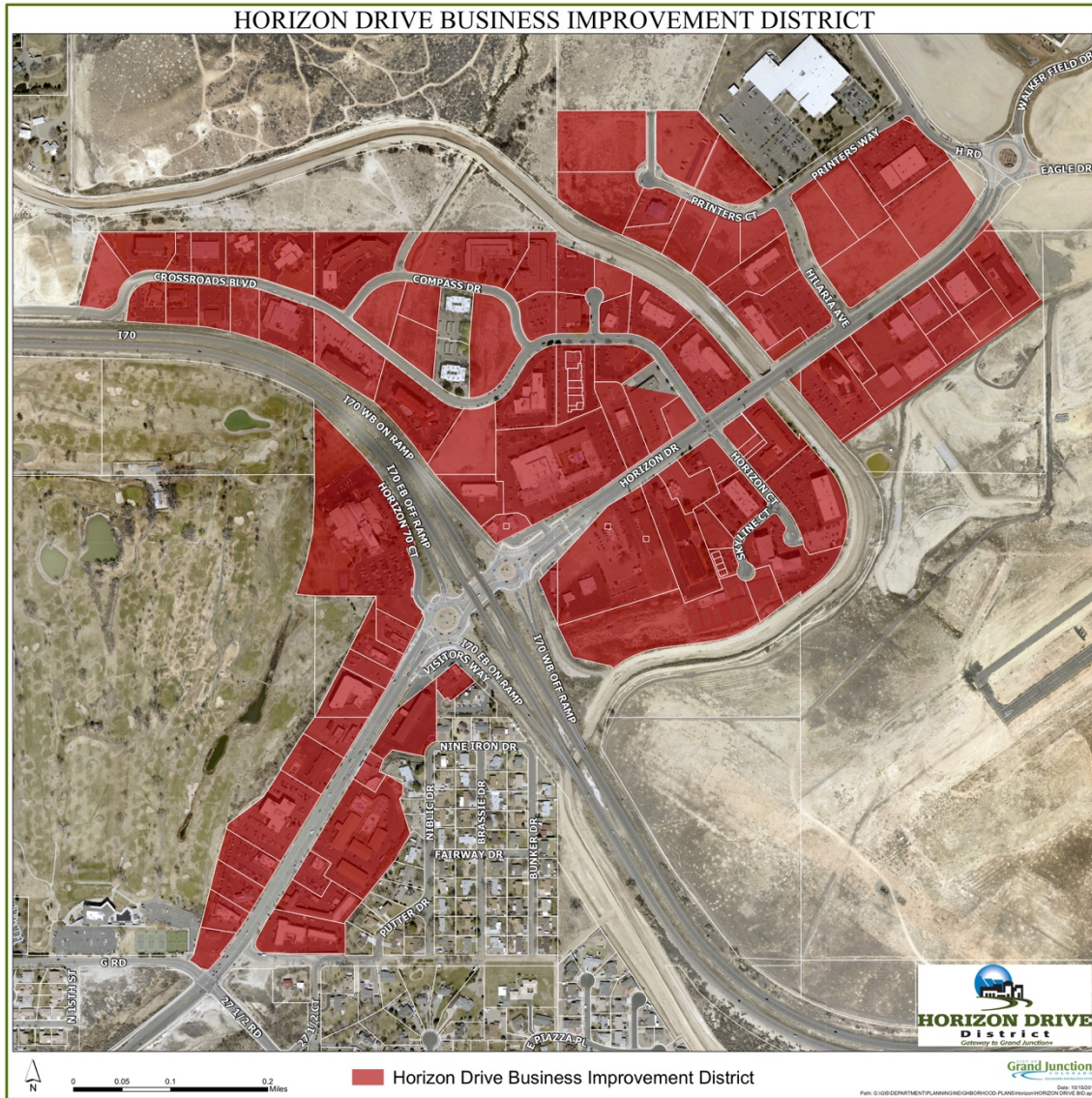
**27.12.040 Signage.** Signage is intended to communicate information and reduce existing visual clutter as well as prohibit new visual clutter. Signage shall provide visual continuity within a single project.

- a. Signs shall be consistent in design, color, typeface, materials and construction details with each project.
- b. Freestanding signs shall comply with the following requirements.
  - 1) Shall be placed perpendicular to the right-of-way.
  - 2) Shall be constructed with a stone or veneer base. The sign may be single or double faced. If single the backside of the sign shall be painted the same color as the cabinet and poles.



- 3) Shall be located no closer than 10 feet from property line and no closer than 6 feet from the curb of a street or drive.
- 4) The height shall be measured from finished grade.
- 5) One freestanding sign shall be allowed per street frontage.
- 6) Up to two small freestanding directional signs may be allowed that are three square feet or fewer and no more than 30 inches in height.
- 7) The sign allowance per frontage can only be used on that frontage and shall not be transferred to any other frontage.
- 8) Maximum sign dimensions shall not exceed the following:
  - a. For properties fronting Horizon Drive between G Road and 27 ½ Road and H Road,
    - i. 40 feet in height
    - ii. 100 square feet for properties with up to 150 feet of linear frontage
    - iii. 120 square feet for properties with 150 to 200 feet of linear frontage
    - iv. 160 square feet for properties with 201 to 300 linear feet of frontage
    - v. 200 square feet for properties with greater than 300 linear feet of frontage
  - b. For properties with frontage on Horizon Drive between 7th Street and G Road (27 ½ Road), the maximum sign dimensions shall not exceed the following:
    - i. 12 feet in height
    - ii. 100 square feet
  - c. For properties with Interstate-70 frontage maximum sign dimensions are subject to Section 21.06.070.
  - d. For all other properties the maximum sign dimensions shall not exceed the following
    - i. 20 feet in height
    - ii. 75 square feet
- c. Flush Wall Signs may be either non-illuminated or internally illuminated.
- d. No off-premise signs or outdoor advertising shall be permitted, except where existing at the time of adoption of this document, provided such signs are appropriately permitted through the City of Grand Junction.
- e. Projecting signs shall be permitted as per section 21.06.070 of the Zoning and Development Code.
- f. Roof signs are not allowed.

# MAP OF HORIZON DRIVE OVERLAY DISTRICT





## Grand Junction City Council

### Regular Session

Item #7.b.i.

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**Meeting Date:** April 15, 2020

**Presented By:** Landon Hawes, Senior Planner

**Department:** Community Development

**Submitted By:** Landon Hawes, Senior Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for Annexation of 0.521 Acres of Land and Ordinances Annexing and Zoning the Barnes Electric Annexation to I-1 (Light Industrial), Located at 2806 1/2 Perry Drive - [Staff Presentation](#)

#### **RECOMMENDATION:**

The Planning Commission heard the request for zoning at their January 28, 2020 meeting and voted 6-0 to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Don Barnes, is requesting to annex 0.521-acres located at 2806 ½ Perry Drive. There is no publicly dedicated right-of-way proposed with this annexation request; however, upon further development of the property, the applicable rights-of-way will be dedicated. The subject property contains a temporary modular structure, but is otherwise vacant. The owner is requesting annexation in anticipation of a future office/storage building being constructed on site, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement.

The resolution to refer a petition, take land use jurisdiction and introduce an annexation ordinance for this property and introduction of the zoning ordinance was reviewed and approved by City Council on March 4, 2020. This request is to approve the Resolution Accepting the Petition for annexation of the Barnes Electric Annexation and approve on second reading the Ordinance to annex the Barnes Electric Annexation and the Ordinance to zone the Barnes Electric Annexation to I-1.

## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The Barnes Electric Annexation consists of one 0.521-acre parcel of land located at 2806 ½ Perry Drive. The property contains a temporary modular structure, but is otherwise vacant. The Applicant wishes to annex the property into the City limits in anticipation of a future office/storage building being constructed on the site. The Applicant is requesting a zoning for the property of I-1 (Light Industrial). The proposed office/storage use is allowed in the I-1 zone district.

There is no dedicated right-of-way included in the annexation, but right-of-way will be dedicated at the time of future development.

The property is currently adjacent to existing city limits and is within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owner has signed a petition for annexation of the property.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Barnes Electric Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the

owner's consent.

The proposed annexation and zoning schedule with a summary is attached.

The resolution to refer a petition, take land use jurisdiction and introduce an annexation ordinance for this property was reviewed and approved by City Council on March 4, 2020. The introduction of an ordinance zoning the annexation was approved by Council on March 4, 2020. A public hearing for City Council to provide a concurrent decision on both the annexation and zoning request has been scheduled for April 15, 2020.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed zone of annexation request was held on October 3, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant, engineer, and staff planner attended the meeting. Several acquaintances of the applicant attended and asked questions regarding the future development and annexation process.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on January 2, 2020. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1,000 feet, on January 17, 2020. The notice of this public hearing was published on April 7, 2020 in the Grand Junction Daily Sentinel. Due to clerical errors, it was necessary to resend notification cards to property owners on April 3, 2020, for a revised April 15 City Council hearing date.

## **ANALYSIS**

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

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

The applicant has petitioned for annexation into the City limits with a requested zone district of I-1, which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Industrial. Because the property is currently in the County, the annexation of the property is a subsequent event that will invalidate the original premise - a county zoning designation. Further, staff does not believe that a Planned

Development (equivalent to the County's PUD zone district) is an appropriate designation, as the purpose of the Planned Development zone district is to create development standards that maximize community and applicant benefit in ways that the standard Zoning and Development Code would not be able to do. Because the I-1 zone is sufficient to accomplish the applicant's objectives, staff finds that the PD district has been invalidated and that this criterion has been met.

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

Apart from some new nearby commercial/industrial development along the Riverside Parkway, there has been limited new commercial and industrial development proximate to the applicant's property. However, this development has not been found to have changed the character or condition of the area. Staff finds that this criterion has not been met.

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

Required utilities are available for service to this property which include City sewer and Ute Water lines within the Riverside Parkway right-of-way and electric and natural gas services provided by Xcel Energy. The property is also adjacent to Riverside Parkway which is designated as both a principal arterial and an active transportation corridor which provides adequate access and multimodal opportunities. Staff finds adequate public and community facilities and services are available to serve the type and scope of the uses associated with the I-1 zone district. Therefore, this criterion has been met.

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

This property sits next to the Greater Downtown Industrial Corridor Overlay, which has many properties designated as I-1 that could be used for office/warehouse uses like the one proposed by the Applicant. Staff finds that there is an adequate supply of land designated as I-1 and therefore has not found this criterion to have been met.

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

The zoning of this property is intended to allow for expansion of the Applicant's business. Further, the zone of annexation will act to implement the Comprehensive Plan and provide a suitable area for the development of a structure/use consistent with the I-1 zoning district. Therefore, Staff finds this criterion has been met.

## **Consistency with Comprehensive Plan**

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

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

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

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

After reviewing the annexation request by Old Rascal LLC, File No. ANX-2019-627, for the property located at 2806 ½ Perry Drive, the following findings of fact have been made:

1. The request meets one or more of the rezone criteria in accordance with Section 21.02.140(a) of the Zoning and Development Code.
2. The request is consistent with the Comprehensive Plan.

Therefore, Staff recommends approval of the request.

## **FISCAL IMPACT:**

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$250,000 of actual value, City property tax revenue on residential property at the current assessment rate would be \$144 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

## **Fire**

Currently the property is in the Grand Junction Rural Fire Protection District (Rural District) which is served by the Grand Junction Fire Department through a contract with the Rural District. The Rural District collects a 5.938 mill levy that generates \$252 per year in property taxes that are passed on to the City of Grand Junction per the contract. If annexed, the Rural District mill levy will be removed and the City's 8 mills that will generate property tax revenue of \$340 per year. Property tax will need to pay for not only fire and emergency medical services but also other City services provided to the area.

With the small size of this property and proposed development of office/storage, the fire department does not predict an increase in incident volume due to this annexation.

Primary response to this property is from Fire Station 1 at 625 Ute Avenue, which is within National Fire Protection Association guidelines for response time.

### **Utilities**

Water and sewer services are available to this property. This property is within the Ute Water District service area. An 8-inch water serves this property along Riverside Parkway.

The property is currently within the Persigo 201 Sewer Service Area. There is an 8-inch sanitary sewer line that runs along Perry Drive and then north to 2803 Perry drive to the west of the subject property. The property can be served by the Persigo wastewater system; however, the property does not currently have a sewer connection.

Plant Capacity -- Based on the proposed zoning of I-1, additional analysis would be required to confirm that the plant has sufficient capacity based on the type of industrial activity and the volume of wastewater generation anticipated for this property. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently receives approximately 8 million gallons per day so there is available capacity. The property owner would be assessed the current plant investment fee (PIF) of \$4,776 per equivalent unit (EQU). Industrial connection fees are calculated by formulas based upon the type of industrial activity. These formulas use EQU multiplying factors to assess the total sewer connection fee. This fee is intended to pay the equivalent share of the payments due on bonds for the existing wastewater treatment plant and infrastructure.

Ability to Serve Area -- An existing 8-inch sanitary sewer runs along Perry Drive and then north to 2803 Perry Drive to the west of the subject property. The subject property owner would be required to extend sewer to serve their property. Additional analysis would be required to determine if the 8-inch sewer has sufficient capacity to serve this property depending upon the intended use. Further, proposed industrial and commercial activity would require a review by Industrial Pretreatment Program to determine permitting requirements. Staff have determined that the City can serve the property if sewer is extended from the 2803 Perry Drive subject to capacity analysis of the sewer and review of industrial use and wastewater discharge requirements.

Sewer Service Charges -- Monthly sewer service rates for single family units are \$22.40 per equivalent unit (2019 rates). These rates have been determined to be sufficient to cover the cost of service.

### **Police**

The Police Department does not foresee any major impact on police services.

### **Public Works**



The subject property is immediately adjacent to the Riverside Parkway which was completed in 2007 and included a collector section roadway complete with curb, gutter, sidewalks, landscaping and street lighting. The roadway was previously annexed and therefore there are no additional impacts anticipated due to this annexation

**SUGGESTED MOTION:**

I move to adopt Resolution No. 21-20, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Barnes Electric Annexation, located at 2806 1/2 Perry Drive, is eligible for annexation, Ordinance No. 4916, an ordinance annexing territory to the City of Grand Junction, Colorado, Barnes Electric Annexation, approximately 0.521 acres, located at 2806 1/2 Perry Drive on final passage and order final publication in pamphlet form and Ordinance No. 4917, an ordinance zoning the Barnes Electric Annexation to I-1 (Light Industrial), located at 2806 1/2 Perry Drive on final passage and order final publication in pamphlet form.

**Attachments**

1. Barnes Electric Annexation Schedule Summary
2. Barnes Electric Annexation maps
3. Resolution Accepting Petition for Annexation
4. Barnes Electric Annexation Ordinance
5. Barnes Elec Annex - Zoning Ordinance

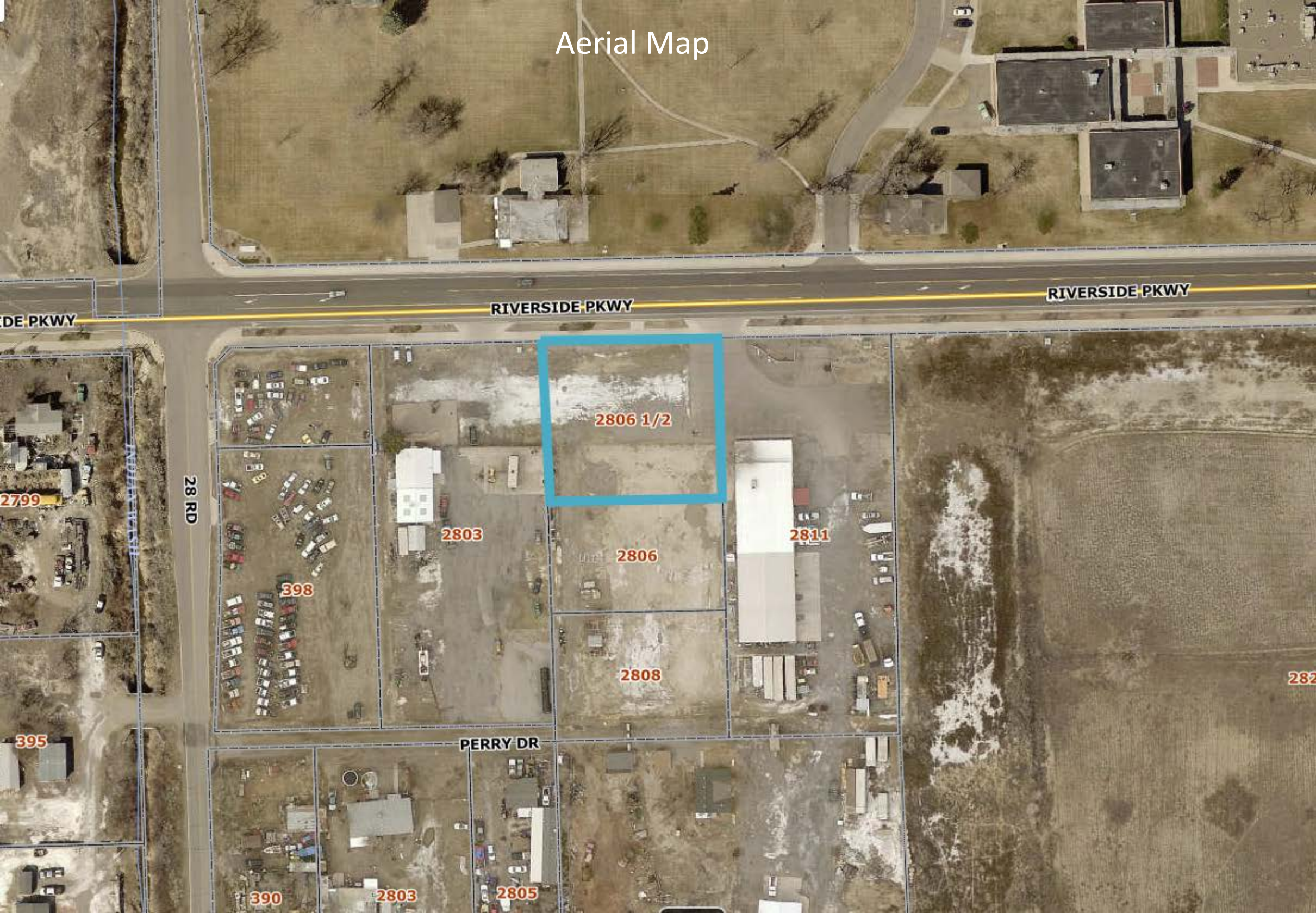
## BARNES ELECTRIC ANNEXATION SCHEDULE

<b>December 18, 2019</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>January 28, 2020</b>	Planning Commission considers Zone of Annexation
<b>March 4, 2020</b>	2 <sup>nd</sup> Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>March 4, 2020</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>April 15, 2020</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>May 17, 2020</b>	Effective date of Annexation

### ANNEXATION SUMMARY

<b>File Number:</b>	ANX-2019-627
<b>Location:</b>	2806 ½ Perry Drive
<b>Tax ID Numbers:</b>	2943-192-00-018
<b># of Parcels:</b>	1
<b>Existing Population:</b>	0
<b># of Parcels (owner occupied):</b>	0
<b># of Dwelling Units:</b>	0
<b>Acres land annexed:</b>	0.521
<b>Developable Acres Remaining:</b>	0.521
<b>Right-of-way in Annexation:</b>	0
<b>Previous County Zoning:</b>	PUD (Planned Unit Development)
<b>Proposed City Zoning:</b>	I-1 (Light Industrial)
<b>Current Land Use:</b>	Modular building
<b>Future Land Use:</b>	Industrial
<b>Values:</b>	<b>Assessed:</b> \$42,380
	<b>Actual:</b> \$146,130
<b>Address Ranges:</b>	2806 ½ Perry Drive
<b>Special Districts:</b>	<b>Water:</b> Ute Water Conservancy District
	<b>Sewer:</b> City of Grand Junction
	<b>Fire:</b> Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b> Grand Valley Irrigation Company
	<b>School:</b> Grand Junction HS / East Middle / Chipeta Elementary
	<b>Pest:</b> Grand River Mosquito Control District

# Aerial Map



DE PKWY

RIVERSIDE PKWY

RIVERSIDE PKWY

28 RD

2799

395

398

390

2803

2803

2806 1/2

2806

2808

PERRY DR

2805

2811

282

# Vicinity Map



Colorado National Guard

Grand Junction  
Regional Center

28 RD

RIVERSIDE PKWY

RIVERSIDE PKWY

RIVERSIDE PKWY

PERRY DR

SUMMER GLEN DR

S FOREST LN

S FOREST CT

EVERGREEN RD

MYRRH ST

C 3/4 RD

C 3/4 RD

FLORIDA

28 RD

WINTERS AVE

BRAND CRK

# Zoning Map



RIVERSIDE PKWY

RIVERSIDE PKWY

PKWY

28 RD

2806 1/2

2803

2806

2811

398

2808

PERRY DR

390

2803

2805

I-1

282

# Future Land Use Map

Business Park  
Mixed Use

RIVERSIDE PKWY

RIVERSIDE PKWY

DE PKWY

2806 1/2

28 RD  
Industrial

2803

2806

2815

398

2808

Comme  
Indus

PERRY DR

390

2803

2805

288

# City Limits Map

Grand Junction  
Regional Center

28 RD

RIVERSIDE PKWY

RIVERSIDE PKWY



PERRY DR

INDIAN W.

28 RD

SUMMER GLEN DR





**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
BARNES ELECTRIC ANNEXATION, LOCATED AT 2806 ½ PERRY DRIVE  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 4<sup>th</sup> day of March, 2020, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**BARNES ELECTRIC ANNEXATION**

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

CONTAINING 22,693 Square Feet or 0.521 Acres, more or less, as described

WHEREAS, a hearing on the petition was duly held after proper notice on the 15 day of April, 2020; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City;

that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO**

**BARNES ELECTRIC ANNEXATION**

**APPROXIMATELY 0.521 ACRES LOCATED AT 2806 ½ PERRY DRIVE**

**WHEREAS**, on the 4<sup>th</sup> day of March 2020, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 15<sup>th</sup> day of April 2020; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**BARNES ELECTRIC ANNEXATION**

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

CONTAINING 22,693 Square Feet or 0.521 Acres, more or less, as described

be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading the 4<sup>th</sup> day of March 2020 and ordered published in pamphlet form.

**ADOPTED** on second reading the 15<sup>th</sup> day of April 2020 and ordered published in pamphlet form.

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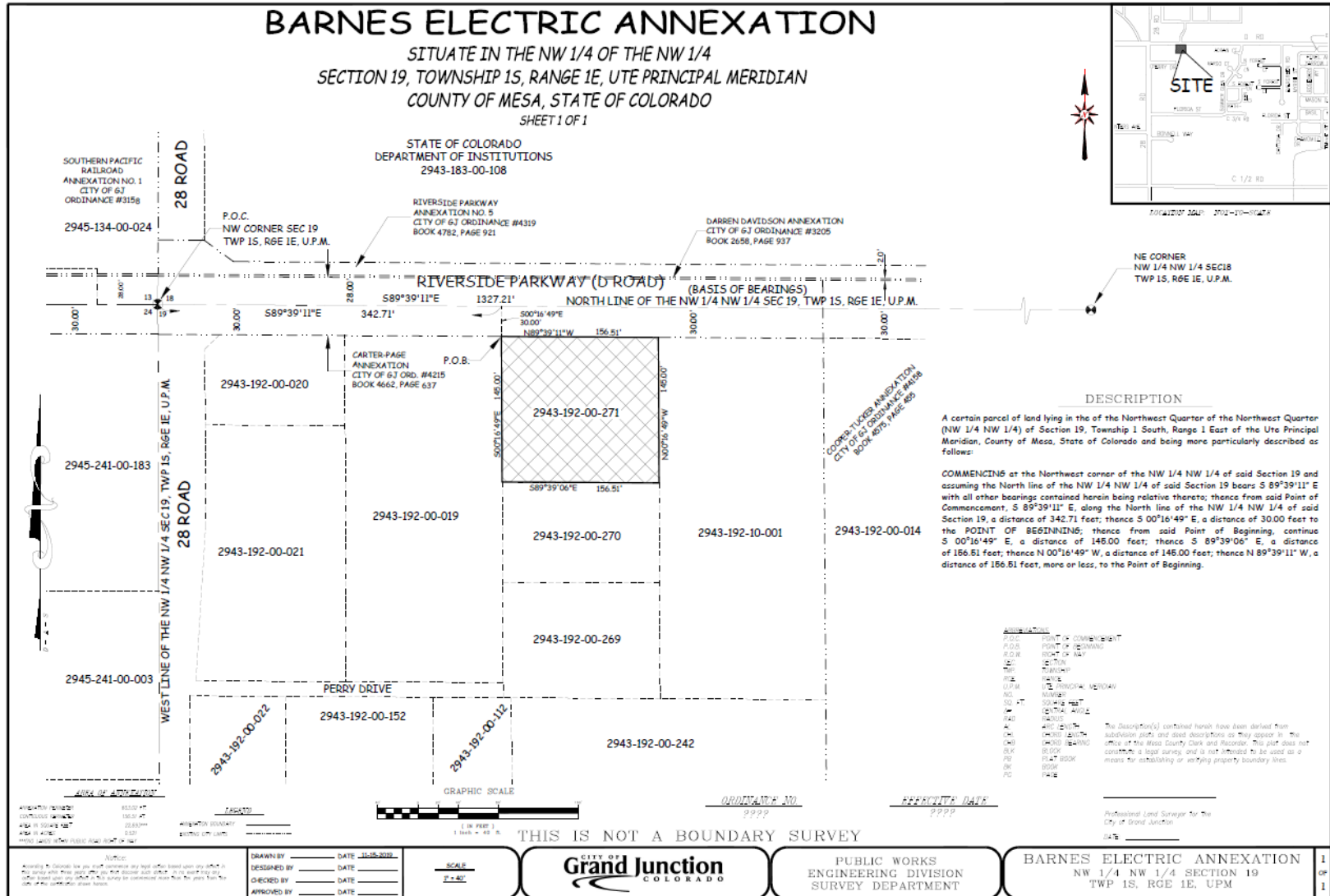
President of the Council

Attest:

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City Clerk

Exhibit A



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE BARNES ELECTRIC ANNEXATION**

**LOCATED AT 2806 ½ PERRY DRIVE**

Recitals

The property owner has requested annexation of the 0.521-acre property into the City limits in anticipation of future non-residential development.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the Barnes Electric Annexation to the I-1 (Light Industrial) zone district, finding that it conforms with the designation of Industrial as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the I-1 zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property be zoned I-1 (Light Industrial).

**BARNES ELECTRIC ANNEXATION**

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

CONTAINING 22,693 Square Feet or 0.521 Acres, more or less, as described  
be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 4<sup>th</sup> day of March 2020 and ordered  
published in pamphlet form.

**ADOPTED** on second reading the 15<sup>th</sup> day of April 2020 and ordered published  
in pamphlet form.

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

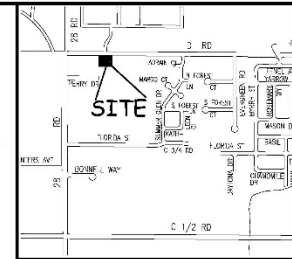
Attest:

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

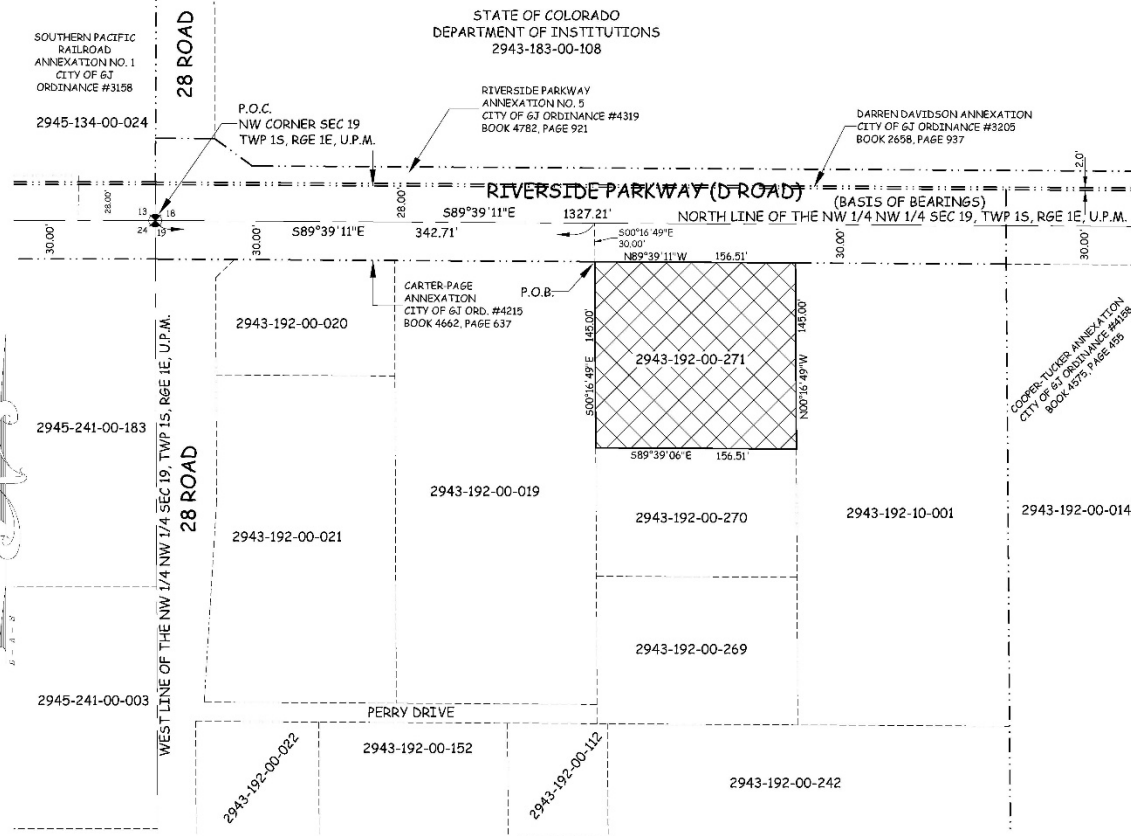
Exhibit

# BARNES ELECTRIC ANNEXATION

SITUATE IN THE NW 1/4 OF THE NW 1/4  
SECTION 19, TOWNSHIP 1S, RANGE 1E, UTE PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO  
SHEET 1 OF 1



LOCATION MAP - NOT TO SCALE



### DESCRIPTION

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

SYMBOL	MEANING
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REPLY
W.C.	WATER COURSE
W.P.	WATER PILE
W.S.	WATER SURFACE
U.P.M.	UTE PRINCIPAL MERIDIAN
R.D.	RAILROAD
S.P.	SECTION
T.	TOWNSHIP
R.	RANGE
U.	UTAH
C.A.	CENTRAL ANGLE
A.	AREA
S.W.	SECTION NUMBER
D.S.	DEED NUMBER
S.S.	SECTION NUMBER
T.S.	TOWNSHIP NUMBER
R.S.	RANGE NUMBER
U.S.	UTAH
P.	PLAT
B.	BOOK
P.	PAGE

The bearings and distances shown hereon have been obtained from available data and are shown as they appear to the office of the Mesa County Survey Department. This plat does not constitute a legal survey, and it is not intended to be used as a basis for establishing or verifying property boundary lines.

Professional Land Surveyor for the City of Grand Junction  
DATE: \_\_\_\_\_

REVISIONS  
NO. DATE BY  
1 11-19-2019 JLD

LEGEND  
SYMBOL MEANING  
--- UNIMPROVED ROAD  
--- IMPROVED ROAD  
--- RAILROAD  
--- SECTION  
--- TOWNSHIP  
--- RANGE  
--- UTILITY



ORDINANCE NO. ????

EFFECTIVE DATE ????

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This plat is subject to the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq., and the provisions of the Colorado Surveying Act, C.R.S. 24-101, et seq.

DRAWN BY: \_\_\_\_\_ DATE: 11-19-2019  
DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE  
1" = 40'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

BARNES ELECTRIC ANNEXATION  
NW 1/4 NW 1/4 SECTION 19  
TWP 1S, RGE 1E, U.P.M.





## Grand Junction City Council

### Regular Session

Item #8.a.i.

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**Meeting Date:** April 15, 2020

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

**Department:** City Manager's Office

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

Extension of Emergency Declaration

#### **RECOMMENDATION:**

City Council review and approval of the extension of the declaration of a local emergency.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to ratify the extension of the emergency declaration due to COVID-19 (coronavirus).

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

On March 23, 2020, City Council adopted Resolution No. 15-09, a resolution declaring an emergency in the City of Grand Junction due to COVID-19. On April 8, 2020 City Manager Caton extended the declaration to May 6, 2020.

#### **BACKGROUND**

On March 9, 2020, the Mesa County Emergency Operations Plan was activated in response to the emerging threat due to COVID-19; the World Health Organization ("WHO") declared the worldwide outbreak of COVID-19 a "global pandemic", and, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado.

Due to the contagiousness of the illness and the fact that travelers from around the world visit Grand Junction and Mesa County, the Mesa County Public Health

Department anticipates that the City will see cases of the virus and its transmission within the community. The virus, and the various public health and safety recommendations issued in response to it, have resulted in a severe economic contraction, especially on travel, restaurants and other food and beverage businesses.

As recently as four weeks ago, economic conditions were very strong with national, state and local unemployment at record low levels, sustained wages/wage growth, and manifest optimism among businesses and across the economy. COVID-19 has caused or will likely cause loss of jobs and unprecedented economic impacts, including the possibility of recession. While Grand Junction has a long and strong history of resiliency, there is a very real risk of families losing income and businesses of all sizes experiencing significant economic injury due to COVID-19.

The Grand Junction Municipal Code authorizes the Mayor to declare a State of Emergency when it appears that the general health, safety and welfare of the inhabitants of the City are threatened. Because of the risk to the personal health and economic welfare to the persons and businesses of the City, Mesa County, and the Greater Grand Valley community, and in light of the ongoing risk to public health, safety and economic security, at this time, it is necessary to declare a Local State of Emergency.

**FISCAL IMPACT:**

Certainly this pandemic event will have significant economic impact, however, due to the unprecedented nature, it is difficult to estimate the impact at this time.

The City has and will continue to exercise prudent fiscal planning, response, and analysis and report to City Council as information is developed.

**SUGGESTED MOTION:**

I move to ratify the extension of the local emergency regarding COVID-19 (Coronavirus disease 2019) to May 6, 2020.

**Attachments**

1. Emergency Declaration Extension Thru May 6 2020
2. Resolution 15-20 Grand Junction Emergency Declaration

CITY OF GRAND JUNCTION, COLORADO

LOCAL EMERGENCY DECLARATION – EXTENDED TO AND THROUGH MAY 6, 2020 AND  
PROCEDURAL RULES FOR THE CONDUCT OF CITY BUSINESS IN RESPONSE TO COVID-19  
(CORONAVIRUS 2019)

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WHEREAS, due to the increasing incidence of COVID-19 in the general public, the designation of pandemic by the World Health Organization, the Declaration of a Disaster Emergency by Governor Polis on March 10, 2020, and a National Emergency by President Trump on March 13, 2020, and Public Health Orders (PHO's) issued by the Colorado Department of Public Health and Environment including PHO 20-20 (Restricting Visitors all all Colorado Skilled Nursing Facilities, Assisted Living Residences and Intermediate Care Facilities); PHO 20-22 (Closing Bars, Restaurants, Theaters, Gymnasiums, Casinos, Noncritical Personal Services Facilities, and Horse Track and Off-Track Betting Facilities Statewide) and PHO 20-23 (Implementing Social Distancing Measures) all of which actions and prohibitions were necessary for the health and safety of the residents of Colorado; and,

WHEREAS, on March 23, 2020 the City Council adopted the attached Local Emergency Declaration ("Declaration"); and,

WHEREAS, the City Manager may during the state of emergency promulgate regulations as he deems necessary to respond to the emergency, with such regulations including but not being limited to prescribing procedures for the conduct of City business and controlling the occupancy of certain premises; and,

WHEREAS, subsequent to the Declaration, Governor Polis issued Executive Order 2020-017 and the Colorado Department of Public Health and Environment issued PHO 20-24 also known as the "Stay at Home Order" regarding extreme social distancing and limiting movement of people from place to place except of limited and essential purposes; and,

WHEREAS, on April 6, 2020, Governor Polis extended the Stay at Home Order to and through April 26, 2020; and,

WHEREAS, the City Declaration expires on April 23, 2020 yet the health emergency continues; and,

WHEREAS, the virus, and the various PHO's, Executive Orders and other directives and recommendations issued in response to the virus have resulted in the need for modification of City business processes and procedures, including but not limited to

access to public facilities, access to and participation in City meetings and related business procedures; and

WHEREAS, failure to fully implement modifications to certain processes and procedures may prevent, hinder, or delay coping with and recovering from the emergency; and,

WHEREAS, the City Council adopted an electronic participation policy ("Policy") that allows the City to conduct City business remotely; and,

WHEREAS, the City has developed means for citizens to view meetings and otherwise comment on agenda topics; and,

WHEREAS, the Policy and the participation techniques allows meetings to be held and citizens to be informed and the Stay at Home Order requires people to *stay at home*,

NOW THEREFORE, THE CITY MANAGER OF THE CITY OF GRAND JUNCTION, COLORADO BY AND WITH THE AUTHORITY VESTED IN HIM DOES HEREBY MAKE AND PROMULGATE THE FOLLOWING REGULATIONS AND EXTEND THE DECLARATION OF EMERGENCY IN THE CITY OF GRAND JUNCTION, COLORADO:

- 1) Pursuant to and in accordance with the principles of the Stay at Home Order, the City's Declaration shall be extended to and through May 6, 2020 ("Extended Declaration.")
- 2) The Extended Declaration incorporates by reference any and all terms, conditions or requirements of the Declaration unless the same are modified, amended or changed by the Extended Declaration. The Extended Declaration may change as circumstances warrant.
- 3) Effective immediately, no member of the public shall attend any City of Grand Junction City Council meeting. Meetings will be broadcast via live streaming and on cable channel 191.
- 4) Citizen questions and/or comments on City Council meeting agenda items may be made by noon on the day of the meeting by a) recording a telephone message at 1-970-244-1504 or b) submitting comments online using the form available on the City website ([www.gjcity.org](http://www.gjcity.org)). Written comments will be read into the record of the meeting and telephone messages will be played for Council and entered into the record of the meeting. Telephone messages will not be transcribed.
- 5) By and with this Extended Declaration, the Policy shall be construed to allow and provide for quasi-judicial hearings that are deemed to be non-controversial to be heard/decided by the City Council. This procedure is necessary in order for certain City business to be concluded without inordinate delay and is in the public interest of fostering economic activity.
- 6) If a member of City Council determines any quasi-judicial matter deemed by City staff to be non-controversial is controversial, and determines that an in-person hearing is necessary or required, and/or a citizen reasonably objects, in accordance with the

procedure described in 2) above, to a matter being heard by the use of the Policy, then City Council shall not hear the matter by way of application of the Policy.

7) Further, it is hereby ordered that this Declaration be given prompt and general publicity and that a copy be filed promptly with the Grand Junction City Clerk and with the Colorado Division of Homeland Security and Emergency Management.

This Extended Declaration and procedural rules for the conduct of City business in response to COVID-19 shall be made effective immediately and shall be effective to and through May 6, 2020 and may be extended or terminated by subsequent action of the City Manager or City Council.

DECLARED AND ORDERED PUBLISHED this 8<sup>th</sup> day of April 2020.



CITY OF GRAND JUNCTION, COLORADO

  
\_\_\_\_\_  
Greg Caton  
City Manager  
City of Grand Junction



Wanda Winkelmann  
City Clerk

## RESOLUTION 15-20

### A RESOLUTION DECLARING A LOCAL EMERGENCY REGARDING COVID-19 (CORONAVIRUS DISEASE 2019)

**WHEREAS**, COVID-19 is a highly contagious virus that has spread into numerous countries throughout the world, including the United States; and,

**WHEREAS**, the virus may cause serious illness or death in certain cases, particularly for elderly and persons with underlying health conditions; and,

**WHEREAS**, on March 9, 2020, the Mesa County Emergency Operations Plan was activated in response to the emerging threat; and,

**WHEREAS**, on March 11, 2020, the World Health Organization (“WHO”) declared the worldwide outbreak of COVID-19 a “global pandemic”, pushing the threat beyond the “global health emergency” it had announced in January; and,

**WHEREAS**, on March 11, 2020, the Governor of the State of Colorado declared a state of emergency due to the presence of COVID-19 in Colorado; and,

**WHEREAS**, the Mesa County Public Health Department anticipates that, due to the contagiousness of the illness and the fact that travelers from around the world visit Grand Junction and Mesa County, that the City will see cases of the virus and its transmission within the community; and,

**WHEREAS**, the virus, and the various public health and safety recommendations issued in response to it, have resulted in a severe economic contraction, especially on travel, restaurants and other food and beverage businesses; and,

**WHEREAS**, as recently as four weeks ago, economic conditions were very strong with national, state and local unemployment at record low levels, sustained wages/wage growth, and manifest optimism among businesses and across the economy; and,

**WHEREAS**, COVID-19 has caused or will likely cause loss of jobs and unprecedented economic impacts, including the possibility of recession; and,

**WHEREAS**, while Grand Junction has a long and strong history of resiliency, there is a very real risk of families losing income and businesses of all sizes experiencing significant economic injury due to COVID-19; and,

**WHEREAS**, §42.02.780 of the Grand Junction Municipal Code authorizes the Mayor to declare a State of Emergency when it appears that the general health, safety and welfare of the inhabitants of the City are threatened; and,

**WHEREAS**, because of the risk to the personal health and economic welfare to the persons and businesses of the City, Mesa County, and the Greater Grand Valley community, and in light of the ongoing risk to public health, safety and economic security, at this time, it is necessary to declare a Local State of Emergency.

**NOW THEREFORE, THE MAYOR OF THE CITY OF GRAND JUNCTION, COLORADO BY AND WITH THE AUTHORITY VESTED IN HIM BY THE CITY COUNCIL DOES HEREBY MAKE THE FOLLOWING DECLARATIONS:**

1) The presence of COVID-19 in Mesa County and the City of Grand Junction constitutes a local state of emergency, as defined in §42.02.250 of the Grand Junction Municipal Code, and a state of emergency shall be declared to be in effect.

2) By and with this declaration the City Council ratifies the City's Emergency Operations Plan and implementation thereof which authorizes a systematic approach to respond to changes in the COVID-19 situation. With the Plan implementation, as well as incorporation, adoption and reflection of the recommendations of our Federal, State, and local health departments and other emergency service personnel and organizations, the City will respond to the emergency conditions caused by the COVID-19 pandemic.

3) Actions to be taken by the City in response to the economic emergency attendant to the pandemic include those within the administrative authority of the City Manager, which includes but is not limited to the promulgation of regulations deemed necessary by the City Manager to protect life and property and preserve critical resources. The first such regulation will be to suspend procedures in the Grand Junction Municipal Code/Zoning and Development Code requiring neighborhood meetings for development applications. During the declared emergency strict compliance with that requirement would result in exposure to and possible spread of the which would prevent, hinder, or delay responding to and/or recovery from the emergency. As well, the City Manager will evaluate adjustment to wastewater rates for restaurants, hotels and motels, and as appropriate reduce penalties and interest applicable to delinquent payment of sales, use and/or lodging tax, so long as returns are timely and accurately filed, and process emergency refunds as provided by City ordinance. Additionally, the City Manager will review and as appropriate access Federal and State programs and funds available to mitigate the emergency.

4) Further, it is hereby ordered that this Declaration be given prompt and general publicity and that a copy be filed promptly with the Grand Junction City Clerk and with the Colorado Division of Homeland Security and Emergency Management.

This declaration shall be made effective immediately on March 23, 2020 at 7 p.m. and shall be effective for 30 days and may be extended or terminated by subsequent action of the City Council.

DECLARED AND ADOPTED on this 23<sup>rd</sup> day of March, 2020.



CITY OF GRAND JUNCTION, COLORADO

A handwritten signature in blue ink, appearing to read "Rick Taggart", is written over a horizontal line.

Rick Taggart  
President of the City Council and Mayor  
City of Grand Junction

A handwritten signature in blue ink, appearing to read "Wanda Winkelmann", is written over a horizontal line.

Wanda Winkelmann  
City Clerk





## Grand Junction City Council

### Regular Session

Item #8.a.ii.

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**Meeting Date:** April 15, 2020

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

A Resolution Amending Council's Electronic Meeting Participation Policy

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to amend the City Council policy regarding electronic meeting participation to permit all members of City Council to participate electronically.

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

On March 23, 2020 the City Council adopted Resolution 14-20 and implemented the Telephone and Electronic Participation in City Council Meetings Policy ("Policy".)

Since March 23rd and in further response to the novel coronavirus (COVID-19) pandemic, Governor Polis and the Colorado Department of Health and Public Environment have issued additional Executive and Public Health Orders. Based on, and because of those orders, and the fact that the COVID-19 health emergency persists, the City Council by and with this Resolution does revise the Policy concerning the conduct of its meetings.

Paragraph (5) of the Policy shall be revised to eliminate any in person attendance by members of City Council at City Council meetings. The revised Policy is and shall become effective for Council meetings on and after May 4, 2020 and shall continue in effect until revised by subsequent resolution of the Council.

**FISCAL IMPACT:**

This is no direct fiscal impact by virtue of approval of the amendment to the Policy. The City has deployed technology following the adoption of Resolution 14-20.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 22-20, a Resolution Amending Resolution No. 14-20 Regarding Telephone and Electronic Participation in City Council Meetings Policy.

**Attachments**

1. RES-AMENDING ELECTRONIC MEETING POLICY

RESOLUTION NO. \_\_-20

A RESOLUTION AMENDING RESOLUTION 14-20 REGARDING TELEPHONE AND ELECTRONIC PARTICIPATION IN CITY COUNCIL MEETINGS POLICY

RECITALS:

On March 23, 2020 the City Council adopted Resolution 14-20 and implemented the Telephone and Electronic Participation in City Council Meetings Policy ("Policy".)

Since March 23<sup>rd</sup> and in further response to the novel coronavirus (COVID-19) pandemic, Governor Polis and the Colorado Department of Health and Public Environment have issued additional Executive and Public Health Orders. Based on, and because of those orders, and the fact that the COVID-19 health emergency persists, the City Council by and with this Resolution does revise the Policy concerning the conduct of its meetings.

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

That paragraph (5) of the Policy shall be revised to eliminate any in person attendance by members of City Council at City Council meetings. The revision is included below.

The revised Policy is and shall become effective for Council meetings on and after May 4, 2020 and shall continue in effect until revised by subsequent resolution of the Council.

PASSED and ADOPTED this 15<sup>th</sup> day of April 2020.

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J. Merrick Taggart  
President of the City Council

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Wanda Winkelmann  
City Clerk

(5) Electronic Participation by a Councilmember(s) shall be counted toward the establishment of a quorum for conducting business of the City Council. During the pandemic, physical presence of a quorum is not required; all members of City Council may participate in meetings electronically. however, at least 3 member(s) of the City Council shall be present.



## Grand Junction City Council

### Regular Session

Item #8.b.

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**Meeting Date:** April 15, 2020

**Presented By:** Kristen Ashbeck, Principal Planner/CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Principal Planner

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### **Information**

#### **SUBJECT:**

Consider Expenditure of New HUD CDBG-CV Funds that have been Allocated to the City of Grand Junction in the Amount of \$275,976

#### **RECOMMENDATION:**

Staff is seeking direction regarding expenditure priorities and consideration of scheduling a special meeting to amend the 2019 CDBG Annual Action Plan to include newly allocated CDBG-CV funds.

#### **EXECUTIVE SUMMARY:**

The City of Grand Junction has received a special allocation of Community Development Block Grant (CDBG) funds via the 2020 CARES Act (CDBG-CV) to be used to prevent, prepare for and respond to the coronavirus (COVID-19) in the amount of \$275,976. The funds must be used to respond to COVID-19 impacts. The funds may be expended immediately upon amendment of the 2019 CDBG Annual Action Plan to include use of the CDBG-CV funds.

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

The U.S. Department of Housing and Urban Development (HUD) notified the City of Grand Junction on April 2, 2020 of its special allocation of CDBG funds to be used to address impacts of COVID-19. The funds, in the amount of \$275,976, known as CDBG-CV may be expended immediately upon amendment to the City of Grand Junction's 2019 Annual Action Plan that was adopted in June 2019. Funds may be allocated to typical CDBG-eligible activities, provided they are in response to COVID-19 impacts in the following areas.

- Buildings and Improvements
- Economic Development
- Public Services
- Planning and Technical Assistance

Additional guidance provided by HUD:

- The typical 15% cap on services expenditure has been suspended by HUD
- 30% of funds may be used directly to meet urgent need and are not restricted to low and moderate-income persons beneficiaries; the remaining 70% must benefit low- and moderate-income persons
- Intended to be gap funding and should not supplant or duplicate other funds received e.g. SBA EiDL grants
- The City must amend 2019 CDBG Annual Action Plan through action of the Council that is noticed at least 5 days prior to the hearing.
- Funds will be available from HUD after contract has been executed – HUD state that it will expedite the contracting process for these funds.
- CDBG-CV can be used to reimburse expenditures made prior to the approval of an amended Annual Action Plan as well as the execution of contract
- All funds must be expended by September 2022

In staff's research and in hearing from other jurisdictions in HUD Region VIII, the following example priorities and activities in other communities have been identified.

- Generally, financial relief for housing, utility, food and childcare assistance
- Emergency rent assistance for COVID-19 related job loss
- Emergency sheltering
- Emergency medical e.g. expand hospital capability and capacity
- Other specific emergency responses and programs from non-profit partners serving low and moderate-income persons e.g. food bank and Meals on Wheels
- Business assistance such as a loan or grant fund

#### POSSIBLE/TENTATIVE SCHEDULE

April 15 – Council direction on expenditure of CDBG-CV funds and set a special meeting to amend the 2019 CDBG Annual Action Plan

April 16 – Staff submit legal advertisement to Daily Sentinel pertaining to proposed 2019 Annual Action Plan amendment. April 18 - Legal Ad published in Daily Sentinel (5 days public notice required by HUD)

April 24 – Earliest available date for a special meeting

**FISCAL IMPACT:**

The \$275,976 in CDBG funds is a direct allocation from HUD for use related to Covid-19 impacts.

**SUGGESTED MOTION:**

No motion is required. Staff is seeking direction on how CDBG-CV funds should be allocated and direction to set a special meeting with a duly noticed public hearing to amend the 2019 CDBG Annual Action Plan.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #9.a.

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**Meeting Date:** April 15, 2020

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

**Department:** City Manager's Office

**Submitted By:** Greg Caton, City Manager

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance to Make a Supplemental Appropriation of \$540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

Staff recommends adoption of the ordinance.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to adopt an ordinance for expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

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

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this Ordinance, the

City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance includes the creation of a fund ("Business Stabilization and Recovery Assistance Fund") in the City's budget for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

The Ordinance would authorize appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by the Ordinance.

**FISCAL IMPACT:**

This supplemental appropriation adds \$540,000 to the General Fund 2020 budget to fund the City's Business Stabilization and Recovery Fund for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

**REVENUES:** The potential reduction of General Fund revenues was calculated using a range of minimum and maximum assumptions based on revenue type. Sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30 year period falling by 21% over a two year period. Using a 25% reduction also equates to losing an entire quarter of revenues. In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.

**EXPENSES:** Over a month ago, the City Manager instituted slowing of spending as



well as budget reductions in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions which resulted in an estimate for expense savings ranging from \$4.2 million to \$6.8 million.

**NET IMPACT TO GENERAL FUND RESERVE BALANCE:** Combining the estimated range of revenue reductions with the estimated expense savings results in a net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.

**GENERAL FUND RESERVE:** The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here fore establishing a business stabilization and recovery fund. The minimum reserve based on the adopted budget was \$15.2 million. However based on the maximum expense reductions described above, the 20% reserve calculation is \$14 million. Therefore based on this analysis there is sufficient funds available to fund \$540,000 for the purposes described previously. Council is also considering authorization of \$500,000 to fund support for the HomewardBound Homeless Shelter and the #GJStrong Fund, so that funding is also included in the calculation below.

Projected 12/31/2020 Fund Balance	\$ 29.40
Less Maximum Net Reduction Due to Pandemic Economic Impact	(8.90)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6th, 2020	(0.50)
Less Potential Authorization of City's Business Stabilization and Recovery Fund	(0.54)
Less Potential Authorization of Support to Homeward Bound Homeless Shelter, #GJStrong Fund	(0.50)
<b>Remaining Fund Balance</b>	<b>\$18.96</b>
<b><i>Minimum Reserve</i></b>	<b>\$14.00</b>

**SUGGESTED MOTION:**

I move to introduce and pass for publication Ordinance \_\_\_\_\_, an Ordinance making a supplemental appropriation of \$540,000 and amending the 2020 City budget to include the Business Stabilization and Recovery Assistance Fund in the amount of the supplemental appropriation and to set a public hearing on the ordinance for May 6, 2020.

**Attachments**

1. Introductory Letter
2. Covid loan outline
3. COVID--19 Program Support Letter
4. COVID-19 Response Loan Fund\_GJEP Letter of Support
5. ORD-COVID BUSINESS Supplemental Appropriation



Expert Help • Targeted Resources • Tangible Results

April 14, 2020

Grand Junction City Council  
Attn: Mayor Taggart  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: COVID19 Response Loan fund

Mayor Taggart,

Please find the attached outline for establishing a \$500,000 COVID19 Loan Fund that will be used to assist businesses in the City of Grand Junction during this time of crisis.

As background for this request, the Business Incubator and ED Partners are now actively using our organizations and teams to respond to the needs of our community during this time of crisis. We have all largely pivoted from being “Economic Developers” to becoming a powerful “Covid19 Response Team” as we all help our local businesses find ways to survive with the tools at our disposal. While we understand that the SBA has put together a suite of funding options, many of our local businesses are either left out, or will be under-funded to come out of this crisis with an ongoing concern. Based on feedback from our local businesses, ED Partners, and commercial property managers, we are requesting that the City of Grand Junction provide funds to the Business Incubator to establish a new fund of “forgivable loans” that we can use as an additional tool to help our Grand Junction businesses come through this crisis, rebuild, and pay taxes. If these businesses close and liquidate, we know from our history that rebuilding and re-establishing a tax base will take years if not decades. Now is the time to act.

If you have any questions, or need additional information, please feel free to contact me at (970)243-5242 or [Jmaraschin@gjincubator.org](mailto:Jmaraschin@gjincubator.org)

Thank you for your leadership in this time of crisis.

Sincerely,



Jon Maraschin  
Executive Director



**Overview:**

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered "Critical Businesses" were forced to temporarily close or dramatically limit operations. While nearly all local businesses are facing hardship and economic losses, businesses that have been forced to close or significantly cut back are struggling to pay mortgages, rent and other obligations. This Fund is designed to help those businesses bridge the gap while other loans or funding sources are obtained.

**Program Description:**

The Business Incubator is requesting \$500,000 from the City of Grand Junction that will be used to create a COVID19 response fund that will be administered through the Revolving Loan Fund as forgivable loans, subject to approval and performance to the borrowers of the fund. *Loans will be equal to the lesser of (i) 50% two-month's of allowable fixed costs as defined below or (ii) \$7,500.*

**To qualify for funding, businesses must meet the following criteria:**

1. Applicant has been forced to temporarily close or forced to dramatically limit operations due to the COVID19 pandemic.
2. Applicant must have been open as of March 1, 2020 with a physical address in the City limits of Grand Junction.
3. Applicant applying for the funding must be a small business with less than 50 full-time employees and have local ownership.
4. Applicant must be in good standing with the City of Grand Junction and Colorado Secretary of State.
5. Applicant must submit a basic survivability plan prior to approval. Borrowers are strongly encouraged to work with the Grand Junction SBDC over the course of the loan on their business plan and model in order to have a higher likelihood of success.
6. Applicant who uses funds for rent/mortgage payments are strongly encouraged to use their loan funds to negotiate with their landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

**Approved uses of loan funds:**

1. Funds may be used to pay rent payments.
2. Funds may be used to pay mortgage payments.
3. Fund may be used to pay software subscription costs for point of sale systems and/or software that is critical to the ongoing operation of the business.
4. Funds may be used to pay insurance premiums.

**Loan payment/forgiveness clause:**

1. Loans will be zero interest/payments for six months from origin date.
2. Loans will be 100% forgiven if the borrower submits documentation showing payment of mortgage/rent/insurance/software as outlined above.

**Job Creation/Retention Requirements:** There are no job retention/creation requirements.

**Leverage of Other Funds:** While leveraging other funds and/or negotiating payment concessions are strongly encouraged, there is no direct requirement to leverage these funds.

**Federal Requirements:** These funds do not have any Federal requirements.

**Minimum/Maximum Loan Sizes:** Maximum loan amount will be \$7,500 based on documented need/approved uses of funds.

**Loan Fee:** There will be no fees associated with these loans.

**Forgiveness:** The intent of these loans is to be forgiven. Borrower will need to provide documented need for funds prior to approval and proof of payment within 60 days of payment. Borrower must also work with the Grand Junction SBDC and submit a business survival plan.

**Interest Rate:** The interest rate will be 0% for the first six months and Prime plus 4% for the remaining term.

**Term:** There will be no required principal or interest payments for the first six months of this loan. Should the loan fail to be forgiven, the payments will be amortized over the remaining 24 months at principal plus interest.

**Collateral:** These loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.

**Draw Period:** Borrower may fully-draw this loan within 24 hours of closing.

### **Technical Assistance Funding:**

Due to the customer intensive nature of the COVID19 response fund work, the Business Incubator Center is also requesting \$40,000 in additional funding to support the coaching/technical assistance and administration of applicants for this funding. It's anticipated that the fund will generate a minimum of 200 applicants, who will need 3-5 hours of coaching each at a minimum. In order to handle that volume, we will need to add staff/coaches. *This funding will be eligible to be used to match any additional Colorado SBDC funds, should they become available.*



April 14, 2020

(delivered electronically)

Dear Members of the Grand Junction City Council,

You have all been truly leaders in working together to find ways to help our community and businesses during the COVID-19 health crisis and the economic fallout that has occurred as a result of business closures and loss of business income. For that, we at the Grand Junction Area Chamber, thank you.

The economic loss has been significant and continues to grow as is demonstrated by the results of our latest survey of members which ran from April 3<sup>rd</sup> to April 10<sup>th</sup>. You can view the information shared by 230 of our members at this link:


<https://www.surveymonkey.com/results/SM-38B6M76M7/> .

The Economic Development Partners staff from the Chamber, Grand Junction Economic Partnership and the Downtown Development Authority worked closely with the Business Incubator Center to craft a proposal for a forgivable loan fund, similar to that being used in other communities in Colorado. Essentially it can be deployed if the City allocates \$500,000 to help small businesses with fixed business costs like rent, insurance costs and ongoing software subscriptions needed for services such as processing payments by customers. We fully support the program outline submitted by the Business Incubator and helped draft elements of the plan. We are particularly pleased with the provision that requires successful applicants to develop a long-term plan for sustainability in collaboration with business coaches in order for the loan to be forgiven.

Why this additional funding from the City you may ask when there is other funding out there? The reality is that we are seeing a time crunch that some of our most vulnerable businesses may not survive if we don't act quickly. The SBA funding for payroll protection is only now starting to be dispersed to some in our business community but our sole proprietors, the self employed and independent contractors were only allowed to begin applying for funding on April 10<sup>th</sup>. And that funding is limited and for limited purposes. The SBA Emergency Impact Disaster Loan (EIDL) program has yet to provide any loan funding or advance payments to anyone in the Valley that I am aware of. Indeed, today I heard one accounting firm indicated that an applicant from February was just contacted by the SBA to begin the process which could take three to four months at best. New guidance on how the up to \$10,000 advance/grant that accompanies EIDL will be dispersed was just issued yesterday by the SBA and is still being developed, which means no one has received it.

Small businesses are the backbone of every local economy and have always been the leaders for an economic recovery. Indeed, one of the reasons that Mesa County took so long to recover from the last recession is that we had a net loss of over 600 small businesses between 2010 and 2012. Money invested locally now in keeping as many small businesses as possible in business will insure a quicker, stronger economic recovery later. This is an investment that the City of Grand Junction will see a return on in the future and I urge you to support and vote for the proposal that ED Partners has developed.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Schwenke". The signature is written in a cursive style with a large initial "D".

Diane Schwenke  
President/CEO



April 14, 2020

Grand Junction City Council  
250 N. 5th Street  
Grand Junction, CO 81501

RE: COVID-19 Response Loan Fund

Dear Grand Junction City Council,

The Grand Junction Economic Partnership (GJEP) offers its full support of the COVID-19 Response Loan Fund. During this unprecedented time of uncertainty, the Grand Junction economic development organizations are partnering to address the challenges of COVID-19 and amplify our impact and reach in the community. We are all committed to supporting our locally-owned, small business community, which is why we have come together to develop this loan fund to provide critical assistance during this difficult time.

While all businesses have been impacted by this crisis, many of our small businesses, who were forced to temporarily close or significantly limit operations, are struggling to stay afloat and are facing dire situations. Our goal is to ensure that these businesses - our restaurants, retail stores, service providers, and Main Street shops - remain viable now and into the future as we navigate this new world.

GJEP believes this loan fund is an essential resource that will leverage a strong recovery. While there are federal resources available for small businesses, many will not receive this funding or it will not adequately address the entirety of their need. This Loan Fund will fill these crucial gaps.

We are proud to be part of an innovative community that is able to react quickly to this crisis as it develops and appreciate that our City leaders are leading that effort. The Grand Junction Economic Partnership encourages you to support the COVID-19 Response Loan Fund.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin Brown".

Robin Brown  
Executive Director





47

48 While Federally guaranteed loans and tax credits may be helpful to business long term, in the  
49 shorter term the City Council, by and with appropriation of the Fund, intends to respond to the  
50 impact of the COVID-19 emergency on Grand Junction businesses by quickly delivering  
51 financial support to help sustain businesses and workers as more significant State and Federal aid  
52 is delivered and to help the most vulnerable businesses first.

53

54 For purposes of this appropriation and expenditure of the Fund, the City Council finds and  
55 determines that priority shall be given to businesses that were required to close or substantially  
56 modify their operations because of PHO's issued by the Governor/CDPHE in response to  
57 COVID-19 and the business is at least 30 days past due on rent and/or on required payment(s) of  
58 fixed costs incurred prior to March 23, 2020. "Fixed costs" subject to further definition by the  
59 administrator of the Fund, include but are not limited to equipment and capital asset loans,  
60 financed inventory and mortgage debt and for which the business has either a) not received  
61 Federal or State assistance or b) received accommodation or forbearance on collection from the  
62 landlord and/or creditor.

63

64 The Business Incubator/Small Business Development Center has agreed to develop and utilize an  
65 application, which when the Fund is available, will be made available to impacted businesses,  
66 businesses will have 14 days to apply. Applications will be reviewed within seven days of the  
67 application deadline, and applicants will be notified by email of application status within a week  
68 of completion of the review.

69

70 The Business Incubator/Small Business Development Center will provide administrative support  
71 and funding recommendations for allocation of the Fund, including managing the applications,  
72 reviewing applications and determining award amounts, issuing checks and monitoring use of  
73 funds.

74

75 The Fund shall in all ways be expended in furtherance of the purposes of this appropriation  
76 ordinance and in response to and because of the declared COVID-19 emergency and in response  
77 to, and for the benefit of, the Grand Junction economy in the aftermath of the pandemic.

78

79 The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to  
80 appropriate and expend funds in support of the general health, safety and welfare of the  
81 inhabitants of the City. The threats of the COVID-19 virus emergency are not just related to  
82 people's health but instead, and possibly to a much greater extent, relate to their economic health  
83 and well-being, which in turn substantially and directly impacts the health and wellbeing of the  
84 City.

85

86 Given the unprecedented economic impacts, some of which are known and some of which  
87 remain unknown, of the COVID-19 outbreak on the local, regional, State and national economy  
88 the City Council finds and determines that an appropriation is necessary, proper and that  
89 adoption of this ordinance will further the general health, safety and welfare of the community.

90

91 This ordinance appropriates a certain sum of money to defray the expenses and liabilities of the  
92 Fund. Furthermore, the 2020 budget shall be deemed to be amended for labor, equipment and

93 capital expenses for the performance of projects that persons employed pursuant to the Fund may  
94 perform, and human services agencies may deliver, all as specifically or generally stated in the  
95 ordinance.

96

97 Supplemental appropriations are required to ensure adequate appropriations by fund. If a new  
98 project or spending is authorized by City Council a supplemental appropriation is required for  
99 the legal authority to spend the funds. This ordinance confirms that authority and the City  
100 Manager is directed to forthwith develop and implement a plan for the expenditure of the Fund,  
101 including but not limited to contracting with the Grand Junction Business Incubator/Small  
102 Business Development Center for the administration of the Fund. The appropriation and  
103 expenditure will include payment of compensation to the Grand Junction Business  
104 Incubator/Small Business Development Center for its services in an amount not to exceed  
105 \$40,000.00

106

107 The Fund shall be allocated:

108 a) to businesses with a physical location in the Grand Junction City limits; and,

109

110 b) such that no business/business entity receives more than \$5000.00; and,

111

112 c) if a business has more than one location, only one location may apply for/receive funding;

113 and,

114

115 d) each award shall be specifically related and in direct response to, impacts from the business  
116 closing or substantially modifying its operations because of COVID-19 Executive/Public Health  
117 Orders issued by the Governor/Colorado Department, as particularly described in this Ordinance;  
118 and,

119

120 e) pursuant to the application and eligibility criteria and determinations made by the Grand  
121 Junction Business Incubator Center/Small Business Development Center.

122

123 Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance  
124 report to the City Council on the effectiveness of the Ordinance at achieving its stated purposes  
125 and protecting the general health, safety and welfare of the residents of the City.

126

127 This action is unprecedented; however, it is wholly consistent with the City's *Strategic Plan*.

128 The adoption of this ordinance furthers the City's partnership with the community. As stated in  
129 the *Plan the City*

130 " ... views partnership in its broadest sense and not merely through the lens of delivering  
131 municipal services. Partnership with a common purpose is the key to success with public  
132 and private collaboration. Whether evaluating opportunities for shared services,  
133 partnering for economic development, or creating a shared vision for the future of our  
134 community, we recognize that our residents will be best served as we work together with  
135 other organizations to find solutions. We take every opportunity to celebrate past  
136 successful partnerships to build momentum for future collaboration."

137

138 The adoption of this ordinance is fiscally responsible. In this time of emergency, it would in fact  
139 be irresponsible to not adopt this ordinance. The approval of the ordinance will help to stabilize  
140 some people and in turn some businesses and in turn blunt the impact of the emergency.

141 According to City Council policy, City reserves are for a “rainy day”- the COVID-19 emergency  
142 necessitates expenditure of reserves so in the near and longer term future the economy may  
143 recover faster and stronger than if the Fund is not expended. As stated in the *Plan*

144 “The foundation of effective local governance is trust. To continue to build the trust  
145 placed in us by our citizens, we must be responsible stewards of the resources entrusted  
146 to our care. Because of limited resources, we must be effective in prioritizing our  
147 spending to focus on the things that citizens have identified as most important. As we  
148 establish plans and priorities, we do so with an eye to the future. It is not enough to  
149 merely find a way to fund a new project or amenity. We must also ensure that we are  
150 planning for long-term ongoing operations and maintenance with each item that we  
151 prioritize.”

152  
153 The adoption of this ordinance serves to communicate with and engage the community at a time  
154 and under circumstances of severe need. As stated in the *Plan* the City will act to “build trust  
155 and ensure we continue to focus limited resources on our community’s highest priorities.”

156 Appropriating funds to the Business Stabilization and Recovery Fund is important to and may be  
157 in the long term an essential priority for the community.

158  
159 With the adoption of this ordinance the City Council is endeavoring to serve the people that  
160 make this community great. As stated in the *Plan*

161 “Grand Junction was founded by innovative leaders, ready to lead the way to a new  
162 future. Our city continues in that tradition of leadership today. We are not content to wait  
163 around for the future, but rather desire to actively shape it. Our City holds a key position  
164 in the region. We must be a driving force in issues of regional importance and play  
165 a leading role in the growth occurring on the Western Slope. We will do this by setting an  
166 example of how local government should operate – in our conduct, in our words, and in  
167 our ideas. The status quo will not satisfy us, nor will it work, as we continue to push  
168 ourselves outside of our comfort zone to be innovative leaders.”

169  
170 At its April 15 and May 6, 2020 meetings the City Council considered the foregoing Recitals, the  
171 purposes of this Ordinance and the importance of it to the Community and determined that an  
172 appropriation in the sum of \$540,000.00 is necessary and proper given the current emergency.

173  
174 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**  
175 **GRAND JUNCTION, COLORADO:**

176  
177 That the following sum of money be appropriated from unappropriated fund balance and  
178 additional revenues to the Fund indicated for the year ending December 31, 2020, to be  
179 expended from such funds as follows:

180  
181

182 Fund Name	Fund #	Appropriation
183 General	100	\$540,000.00

184

185

186 Severability.

187

188 This Ordinance is necessary to protect the public health, safety and welfare of the residents of the  
189 City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding  
190 shall only invalidate that part or portion found to violate the law. All other provisions shall be  
191 deemed severed or severable and shall continue in full force and effect.

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\_\_\_\_\_  
Rick Taggart  
President of the Council

198

199

200 ATTEST:

201

202

203 \_\_\_\_\_  
Wanda Winkelmann

204 City Clerk



## Grand Junction City Council

### Regular Session

Item #9.b.

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**Meeting Date:** April 15, 2020

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

**Department:** City Manager's Office

**Submitted By:** Greg Caton, City Manager

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance to Make a Supplemental Appropriation of \$500,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

Staff recommends adoption of the ordinance.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to adopt an ordinance allocating \$200,000 towards expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction. Adopting this ordinance will also provide an additional \$300,000 to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

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

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to

the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this Ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance provides funding to defray some of the expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction. The temporary assistance afforded by this ordinance also provides additional funding to the #GJStrong Fund in the City's budget for expenditure for the expenses directly and indirectly related to providing basic needs of food and shelter, in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

**FISCAL IMPACT:**

This supplemental appropriation adds \$500,000 to the General Fund 2020 budget to fund \$200,000 to defray some of the expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction, and to provided an additional \$300,000 funding for expenditures directly and indirectly related to providing the basic needs of food and shelter in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

REVENUES: The potential reduction of General Fund revenues was calculated using a range of minimum and maximum assumptions based on revenue type. Sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30 year period falling by 21% over a two year period. Using a 25% reduction also equates to losing an entire quarter of revenues. In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.

EXPENSES: Over a month ago, the City Manager instituted slowing of spending as well as budget reductions in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions which resulted in an estimate for expense savings ranging from \$4.2 million to \$6.8 million.

NET IMPACT TO GENERAL FUND RESERVE BALANCE: Combining the estimated range of revenue reductions with the estimated expense savings results in a net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.

GENERAL FUND RESERVE: The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here fore establishing a business stabilization and recovery fund. The minimum reserve based on the adopted budget was \$15.2 million. However based on the maximum expense reductions described above, the 20% reserve calculation is \$14 million. Therefore based on this analysis there is sufficient funds available to fund \$500,000 for the purposes described previously. Council is also considering authorization of \$540,000 to fund the City's Business Stabilization and Recovery Fund, so that funding is also included in the calculation below.

Projected 12/31/2020 Fund Balance	\$ 29.40
Less Maximum Net Reduction Due to Pandemic Economic Impact	(8.90)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6th, 2020	(0.50)
Less Potential Authorization of City's Business Stabilization and Recovery Fund	(0.54)
Less Potential Authorization of Support to Homeward Bound Homeless Shelter, #GJStrong Fund	(0.50)
<b>Remaining Fund Balance</b>	<b>\$18.96</b>
<b><i>Minimum Reserve</i></b>	<b>\$14.00</b>

**SUGGESTED MOTION:**



I move to introduce and pass for publication an Ordinance making a supplemental appropriation of \$500,000 and amending the 2020 City budget to include assistance to HomewardBound Homeless shelter in the amount of (\$200,000), and the #GJSTRONG Fund (\$300,000) for basic food and housing and to set a public hearing on the ordinance for May 6, 2020.

**Attachments**

1. ORD-COVID 2nd Supplemental Appropriation040820



47 The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to  
48 appropriate and expend funds in furtherance of the general health, safety and welfare of the  
49 inhabitants of the City. The novel corona virus (COVID-19) presents a serious and imminent  
50 threat people's health and well-being.

51

52 Given the unprecedented impacts, some of which are known and some of which remain  
53 unknown, of the COVID-19 outbreak the adoption the City Council finds that this appropriation  
54 ordinance is necessary, proper and will further the general health, safety and welfare of the  
55 community.

56

57 This ordinance appropriates a certain sum of money for the purposes specifically and/or  
58 generally stated in the ordinance and the appropriation shall be used only for those purposes.

59

60 This supplemental appropriation provides, upon passage of the Ordinance, for the disbursement  
61 of funds to the #GJSTRONG Fund. The Fund will add \$500,000.00 to the General Fund 100 of  
62 the City budget for emergency, temporary assistance with the basic needs of food and shelter.

63 The appropriation shall be allocated such that:

64

65 a) the Fund will be specifically allocated \$200,000.00 for improvements to and emergency  
66 support of the Homeward Bound Homeless shelter to assist the shelter in meeting basic human  
67 needs in response to COVID-19.

68

69 b) the balance of the Fund, \$300,000.00 will be specifically allocated to the Western Colorado  
70 Community Foundation, in accordance with and pursuant to the existing New Fund Agreement  
71 by and between the City and the WCCF to provide emergency funding to alleviate some  
72 demands and assist local non-profits addressing new and emerging needs resulting from the  
73 COVID19 pandemic and the sudden and dramatic escalation in demand for services.

74

75 c) the WCCF will provide funds only to qualified 501c3 nonprofit organizations providing basic  
76 needs of food and shelter that serve the Grand Junction community. The Fund may be used for  
77 general support or special needs related to the COVID19 pandemic - supplies, support to cover  
78 salaries to maintain adequate staffing for operations, *etc.*

79

80 The WCCF will be compensated in a lump sum in the amount of \$2000.00 for its administration  
81 of the appropriation. The City Manager is authorized to pay that sum for the services of WCCF.

82

83 This action is unprecedented; however, it is wholly consistent with the City's *Strategic Plan*.

84 The adoption of this ordinance furthers the City's partnership with the community. As stated in  
85 the *Plan* the City

86

87 " ... views partnership in its broadest sense and not merely through the lens of delivering  
88 municipal services. Partnership with a common purpose is the key to success with public  
89 and private collaboration. Whether evaluating opportunities for shared services,  
90 partnering for economic development, or creating a shared vision for the future of our  
91 community, we recognize that our residents will be best served as we work together with  
92 other organizations to find solutions. We take every opportunity to celebrate past  
successful partnerships to build momentum for future collaboration."

93 The adoption of this ordinance is fiscally responsible. In this time of emergency, it would in fact  
94 be irresponsible to not adopt this ordinance. The approval of the ordinance will help to stabilize  
95 some people that may otherwise not be helped. According to City Council policy, City reserves  
96 are for a “rainy day”- the COVID-19 emergency necessitates expenditure of reserves so in the  
97 near and longer term future the community may recover faster and stronger than if the Fund is  
98 not expended. As stated in the *Plan*

99 “The foundation of effective local governance is trust. To continue to build the trust  
100 placed in us by our citizens, we must be responsible stewards of the resources entrusted  
101 to our care. Because of limited resources, we must be effective in prioritizing our  
102 spending to focus on the things that citizens have identified as most important. As we  
103 establish plans and priorities, we do so with an eye to the future. It is not enough to  
104 merely find a way to fund a new project or amenity. We must also ensure that we are  
105 planning for long-term ongoing operations and maintenance with each item that we  
106 prioritize.”

107  
108 The adoption of this ordinance serves to communicate with and engage the community at a time  
109 and under circumstances of severe need. As stated in the *Plan* the City will act to “build trust  
110 and ensure we continue to focus limited resources on our community’s highest priorities.”

111 Appropriating funds to the Economic Stimulus and Response Recovery Fund is a high, if not  
112 highest priority of the community.

113  
114 With the adoption of this ordinance the City Council is endeavoring to serve the people that  
115 make this community great. As stated in the *Plan*

116 “Grand Junction was founded by innovative leaders, ready to lead the way to a new  
117 future. Our city continues in that tradition of leadership today. We are not content to wait  
118 around for the future, but rather desire to actively shape it. Our City holds a key position  
119 in the region. We must be a driving force in issues of regional importance and play  
120 a leading role in the growth occurring on the Western Slope. We will do this by setting an  
121 example of how local government should operate – in our conduct, in our words, and in  
122 our ideas. The status quo will not satisfy us, nor will it work, as we continue to push  
123 ourselves outside of our comfort zone to be innovative leaders.”

124  
125 At its \_\_\_\_\_, 2020 meeting the City Council considered the foregoing Recitals, the purposes of  
126 this Ordinance and the importance of it to the Community and determined that an appropriation  
127 in the sum of \$500,000 is necessary and proper given the current emergency.

128  
129 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**  
130 **GRAND JUNCTION, COLORADO:**

131  
132 That the following sum of money be appropriated from unappropriated fund balance and  
133 additional revenues to the Fund indicated for the year ending December 31, 2020, to be  
134 expended from such funds as follows:

135  
136

137 Fund Name	Fund #	Appropriation
138 General	100	\$500,000.00

139 Severability.

140

141 This Ordinance is necessary to protect the public health, safety and welfare of the residents of the  
142 City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding  
143 shall only invalidate that part or portion found to violate the law. All other provisions shall be  
144 deemed severed or severable and shall continue in full force and effect.

145

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\_\_\_\_\_  
Rick Taggart  
President of the Council

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152

153 ATTEST:

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\_\_\_\_\_  
Wanda Winkelmann

157 City Clerk

DRAFT