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**CITY COUNCIL AGENDA
WEDNESDAY, JULY 15, 2020
250 NORTH 5TH STREET
5:00 PM – DINNER
5:30 PM – PRE-MEETING – CITY HALL AUDITORIUM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

Beginning May 20, 2020 and thereafter, in-person citizen comments are reinstated. Persons attending meetings will be asked to practice social distancing and wear masks. The temporary process of submitting comments on meeting agenda items by telephone or on-line has ended. If you need to contact City Council or City staff prior to a City Council meeting, e-mail addresses and other contact information is available at www.gjcity.org. If you wish to address Council in person you will be further advised of the process at the meeting.

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming August 3 - 9, 2020 as Interfaith Awareness Week in the City of Grand Junction

Certificates of Appointment

To the Urban Trails Committee

To the Parks and Recreation Advisory Board

Citizen Comments

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

City Manager Report

Council Reports

REVISED

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the June 29, 2020 Workshop
- b. Minutes of the July 1, 2020 Regular Meeting

2. Set Public Hearings

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

- a. Legislative
 - i. Introduction of Ordinances Expanding the Boundaries for the Downtown Grand Junction Business Improvement District to Include Property Known as 863 Colorado Avenue into the Boundaries of the Business Improvement District and Introduce an Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include Property Known as 863 Colorado Avenue into the Boundaries of the Downtown Development Authority and Set a Public Hearing for August 5, 2020
 - ii. Introduction of an Ordinance for Supplemental Appropriations and Set a Public Hearing for August 5, 2020
- b. Quasi-judicial
 - i. Consider a Request by Foothills Housing 2, LLC to Review a Service Plan for the Proposed West Junction Metropolitan District and Set a Public Hearing for August 5, 2020

- ii. Introduction of an Ordinance by the City of Grand Junction to Amend Ordinance 4929 Vacating Portions of Public Right-of-Way Within the Proposed Riverfront at Dos Rios Development and Set a Public Hearing for August 5, 2020
- iii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introduction of a Proposed Annexation Ordinance for the Airport North Boundary Annexation of 187.69 Acres, Located at Parcels 2705-154-00-003 and 2701-113-00-002 and Set a Public Hearing for September 2, 2020
- iv. Introduction of an Ordinance Amending Ordinance 4938 Annexing Territory to the City of Grand Junction, Colorado for the Annexation Known as the Magnus Court Annexation of 45.543-Acres, Located at the West End of Magnus Court and Set Second Reading for August 5, 2020

3. Contracts

- a. Construction Contract for the Riverfront at Dos Rios Phase II Project
- b. Purchase Order for PVC Pipe for Water Supply Line Replacement Projects

4. Resolutions

- a. A Resolution Authorizing Public Consumption and Communal Dining Areas in the Downtown Development Authority Boundary Within the City of Grand Junction
- b. A Resolution Authorizing the City to Approve a Grant Offer as a Co-sponsor with the Grand Junction Regional Airport Authority to Rehabilitate Runway 11/29 (design) and Rehabilitate Taxiway A (design)

REGULAR AGENDA

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

5. Public Hearings

- a. Quasi-judicial
 - i. Public Hearing to Consider Funding the 2020 Community Development Block Grant (CDBG) Program Year, and Set a Public Hearing for Adoption of the 2020 Annual Action Plan for August 19, 2020 - [Staff Presentation](#)
 - ii. A Resolution Accepting the Petition for Annexation and an Annexation Ordinance for the Proposed Redlands 360 Annexation of 237.57 Acres, Located South of the Redlands Parkway/Highway 340 Intersection - [Staff Presentation](#)

6. Other Action Items

- a. Items Relating to Fire Station 3 Replacement
 - i. Resolution Authorizing a Land Exchange with Mesa County Valley School District 51
 - ii. Resolution Authorizing a Grant Request through the Colorado Department of Local Affairs

7. Contracts

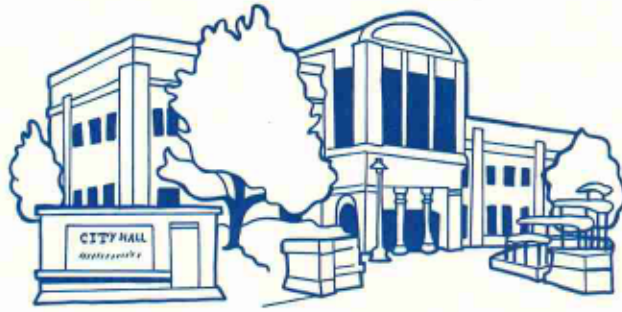
- a. Deed of Conservation Easement - 2312 Monument Road

8. Non-Scheduled Citizens & Visitors

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

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, the City Council honors and respects all religious beliefs, cultures, creeds and races and every person's right to believe, or not believe, so long as actions taken in support of those beliefs or creeds do not infringe upon the rights of others; and

Whereas, Grand Valley Interfaith Network is an organization in the Grand Valley of Western Colorado that offers opportunities for community worship, spiritual celebrations, shared learning activities, fellowship and service; and

Whereas, the members of Grand Valley Interfaith Network have been cooperating in efforts to serve the community as proponents of human dignity and rights and agents of compassion in seeking to meet essential human needs in Grand Junction and Mesa County since 1977; and

Whereas, many Grand Junction faith groups have partnered with Grand Valley Interfaith Network to offer a series of activities and events, which are open to all people of any faith and those who are not so affiliated, in the days and weeks leading up to the annual Interfaith Awareness Week, to be followed by days of individual reflection on connection and peace; and

Whereas, Grand Valley Interfaith Network demonstrates positive acceptance of religious diversity and the exchange of ideas and resources in Grand Valley communities;

NOW, THEREFORE, I, Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim August 3 – 9, 2020 as

"Interfaith Awareness Week"

in the City of Grand Junction and urge all the citizens of the City to be open minded and respect all religions, beliefs, cultures, creeds and races.

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





Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: July 15, 2020

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

Present the new volunteers with their Certificates of Appointment.

EXECUTIVE SUMMARY:

There are five new members to the Urban Trails Committee.

BACKGROUND OR DETAILED INFORMATION:

Stephen Meyer was reappointed and Ross Mittelman, Diana Rooney, Bob Doyle, and Alisha Wenger were appointed by City Council at their July 1, 2020 Regular Meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: July 15, 2020

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Parks and Recreation Advisory Board

RECOMMENDATION:

Present the new volunteers with their Certificates of Appointment.

EXECUTIVE SUMMARY:

There are two new members to the Parks and Recreation Advisory Board.

BACKGROUND OR DETAILED INFORMATION:

William Findlay was reappointed and Nancy Strippel was appointed by City Council at their July 1, 2020 Regular Meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

CITY COUNCIL WORKSHOP SUMMARY
June 29, 2020

Meeting Convened: 5:29 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:42 p.m.

City Councilmembers present: Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, Anna Stout, Rick Taggart, and Mayor Duke Wortmann.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Principal Planner/CDBG Administrator Kris Ashbeck, Public Works Director Trent Prall, Finance Director Jodi Romero, Utility Director Randy Kim, Management Analyst Johnny McFarland, Senior Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

Mayor Wortmann called the meeting to order.

Agenda Topic 1. Discussion Topics

a. 2020 Program Year Community Development Block Grant (CDBG) Funding Requests

Mr. Caton introduced the topic by stating that the purpose of this workshop is to establish a work plan for the 2020 CDBG Program Year by recommending which projects should be funded. Ms. Ashbeck noted that the City has received grant requests of \$655,867 from outside agencies and has identified nine City capital improvements projects totaling \$1,028,595 that would be eligible for CDBG funding for a total of \$1,684,462 in grant requests (excluding \$75,000 administration funding requested). The City's allocation is \$469,134 for the CDBG 2020 Program Year.

Discussion ensued about capital requests, such as vehicles, for which HUD has provided direction are considered service projects. Support was given to fully fund the HomewardBound Homeless Shelter Remodel.

Ms. Ashbeck reviewed the City capital requests. Conversation followed about the requests for the West Lake Park improvement, historic preservation of the water plant, and lead water lines.

Prior to the second discussion topic, City Council expressed support for holding special meetings on Mondays for land use items. The purpose of workshops was also explored.

b. Tobacco & Vaping Discussion

Recent community conversations have highlighted the opportunity to explore taxing the sales of tobacco and vaping products. Taxes on tobacco and vaping products is universally used by state

governments in the United States. The rationale behind these taxes is typically to reduce the demand for tobacco products due to associated health risks, and to generate tax revenue for tobacco cessation and tobacco related health services and education.

Kelsey Fife with Mesa County reviewed tobacco and vaping use in Mesa County. Tobacco use is the number one cause of preventable death. Additionally, vaping and its associated products appeal to young people because of the flavors offered and the high-tech look of the devices. Ms. Fife described community strategies to reduce youth vaping and tobacco use: smoke/vapor free areas, price increase, and tobacco retail licensing.

Discussion ensued about whether the County will put a tobacco tax on the ballot, the fact that the State will have a question this November, vaping products currently are not taxed, increasing the cost for products will unfairly impact individuals who earn lower wages, a request to receive additional information from Jodi Radke, Campaign for Tobacco Free Kids, and Naomi Amah, American Heart Association, policy considerations to increase the required 15' distance of smoking from a business's doorway to 25', and the timing of ballot question for November election.

c. DeBrucing Discussion

City Manager Caton reported the economic crisis caused by the COVID-19 pandemic will negatively affect the City's revenues, and 2020 revenues are projected to be 25% lower than budgeted. Because the formula to calculate the TABOR surplus is based on the previous year's actual revenues or the revenue allowed under TABOR restrictions (TABOR Limit), whichever is lower, this reduction could result in a greater amount of 2021 and future revenues being subject to the TABOR Surplus calculation. The "whichever is lower" requirement of the TABOR amendment is what causes the ratchet-down effect.

Discussion ensued about the TABOR ratchet-down effect, how the CARES Act would impact the TABOR calculation (Federal monies are exempt from TABOR calculations), the debt service, communities who have permanently "de-Bruced," the Gallagher amendment being placed on the State ballot, and a possible sunset of 10-years to de-Bruce.

City Attorney Shaver stated that staff is recommending a 15-year sunset and support was expressed for this recommendation.

Agenda Topic 2. City Council Communication

Decorum at City Council meetings was addressed and Councilmember McDaniel discussed a suggestion by Councilmember Taggart about a possible pledge or policy with principles, practices, and actions that lead to fruitful conversations. The pledge would note that it is possible to disagree without being disagreeable, there are a lot of emotions associated with this job, the dais has been used to criticize other institutions and individuals, and support to add the policy as a resolution to Wednesday night's Council meeting agenda.

Councilmember Stout suggested that City Council issue a statement in support of the Police Department. It was requested that the statement wait until a plan is solidified regarding the hiring of legal counsel to provide in-house services for our first responders.

Councilmember Stout reported that there will be a Task Force meeting tomorrow evening. The Task Force will explore ways to ensure a transparent process is in place in terms of the documentation, reporting structure, and a separate website.

Agenda Topic 3. Next Workshop Topics

Mr. Caton stated that the July 13 Workshop will cover the following topics: marijuana licensing, tobacco and vaping, Parks and Recreation Open Space master plan.

Agenda Topic 4. Other Business

There was no additional business.

Adjournment

The Workshop adjourned at 7:42 p.m.

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

July 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 1st day of July 2020 at 6:01 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

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

Council President Wortmann called the meeting to order. Brooklyn Worthington led the Pledge of Allegiance which was followed by a moment of silence.

Appointments

To the Urban Trails Committee

Councilmember Andrews moved to reappoint Stephen Meyer and appoint Bob Doyle, Ross Mittelman, Diana Rooney and Alisha Wenger to the Urban Trails Committee for three-year terms ending June 2023. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

To the Parks and Recreation Advisory Board

Councilmember Pe'a moved to reappoint William Findlay and appoint Nancy Strippel to the Parks and Recreation Advisory Board for three-year terms ending June 2023. Councilmember Andrews seconded the motion. Motion carried by unanimous voice vote.

Citizen Comments

Doug Thompson spoke about a 1788 meeting of the Founding Fathers and the desire to assimilate freed slaves into communities and suggested everyone in the U.S. be an American.

Marc R. Coutu apologized to local law enforcement for issues at the previous meeting and does not want to see racial issues divide the community.

Richard Swingle suggested City Council increase impact fees, renegotiate the Persigo Agreement regarding annexations, and reduce the number of enterprise zones, special districts and committees.

Bruce Lohmiller asked that veterans request their records to ensure accuracy and would like the former City Market building on 1st Street be used as a homeless shelter.

Vicky Thurlow expressed concerns regarding Council safety, thanked law enforcement for their support and called for mutual respect.

Gregory Merschel cautioned the use of social media by leaders and asked Councilmember Stout to resign.

Jorge Pantoja requested City Council allocate funds to the Western Colorado Latino Chamber of Commerce.

Jay Freeman noted the Council pre-meeting was held in a different location, felt social distancing restrictions are inconsistent, commented on Council safety and asked that racism be addressed.

Cindy Ficklin spoke about positive outcomes of bi-partisan opinions, talked about historical voting records, expressed safety concerns and asked for unity.

Matthew Crowe requested Council grant business tax incentives to minorities.

Tonya Wren requested City Council educate themselves about racism in Grand Junction in order to move forward and presented Council with the book *White Fragility*.

Lorinda Beckley referenced the discord of the June 3rd Council meeting and encouraged Council to communicate effectively with each other and respectfully work together for the benefit of the community.

Kevin Hejl said the "Cancel Culture" does not allow free speech and believes City Council has become a victim.

Daniel Haas said democracy is about solving issues and challenged Council to address "houselessness".

Scott Beilfuss expressed concerns regarding metro districts as they can be expensive for those in a district if the development is not filled to capacity and asked Council to review the Redlands 360 Metro District item to make costs more equitable to future homeowners.

Geneva Smith said she only wished to inform Council that local law enforcement's response to her calls have negatively changed and encouraged people to get to know her rather than feel threatened.

Caleb Ferganchick said many local minorities do not feel safe and challenged Council to work on discrimination issues rather than decorum.

Jesse Daniels thanked the Grand Junction Police Department for their support during a RAW and LGBTQ event on June 28th and encouraged further progress.

Eric Niederkruger voiced concerns regarding homelessness resulting from the pandemic.

John Whipple questioned Council regarding the election process, member terms and discrimination.

City Manager Report

City Manager Greg Caton provided an update on City sales tax and the revised 2020 budget.

Council Reports

Councilmember Stout attended the Arts and Commission meeting (reviewed grant programming changes due to COVID and the Cultural Plan which will be updated), the Downtown Development Authority/Business Improvement District meeting (accepting statement of qualifications for White Hall), addressed COVID space restrictions for food/drink service within the Downtown Shopping Park, mural micro-grants, Downtown Market to start July 9th in the Two Rivers parking lot and the yet to be named "Task Force" (decided on concept/vision and meeting schedule) addressing discrimination and inclusiveness.

Councilmember Andrews attended the "Task Force" meeting and applauded their progress and direction it is taking.

CONSENT AGENDA

Councilmember Andrews moved to adopt Consent Agenda items #1 - #5. Councilmember Taggart seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Minutes of the June 15, 2020 Special Meeting
- b. Minutes of the June 17, 2020 Regular Meeting
- c. Summary of the June 18, 2020 Workshop

2. Set Public Hearings

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed

Annexation Ordinance for the Fairview Glen Annexation of 19.259-Acres, Located at 2767 C Road and Properties Located North of B ½ Road between Allyce Avenue and Nashua Lane & Court and Set a Public Hearing for September 2, 2020

3. Continue Public Hearings

a. Quasi-judicial

- i. A Resolution Accepting the Petition for Annexation of 237.57 Acres of Land and Ordinance Annexing the Redlands 360 Annexations, Located South of the Redlands Parkway/Highway 340 Intersection - Continued to July 15, 2020

4. Contracts

- a. 2020 Contract Street Maintenance - Asphalt Overlays - Change Order #1

5. Resolutions

- a. A Resolution Concerning the Issuance of a Revocable Permit to the Lowell Village Metropolitan District for the Installation and Ongoing Maintenance of Bioswales and Landscaping in the White Avenue and North 8th Street Right-of-Way Adjacent to Lot 2 R5 Block Subdivision Amended
- b. Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for Construction of Horizon Drive at G Road Roundabout

REGULAR AGENDA

An Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership

The purpose of this item is to amend the Grand Junction Municipal Code to provide for the appointment of two additional members to the Grand Junction Parks and Recreation Advisory Board (PRAB).

City Attorney John Shaver presented this item.

Discussion included that no members are associated with STRiVE which runs the Botanical Gardens but is owned by the City.

City Parks and Recreation Director Ken Sherbenou noted the current PRAB members.

The public hearing opened at 7:19 p.m.

There were no public comments.

The public hearing closed at 7:19 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4942, an ordinance to amend the Grand Junction Municipal Code regarding the Grand Junction Parks and Recreation Advisory Board Membership on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

A Request by Stericycle, Inc. for Approval of a Certificate of Designation (CD) to Establish and Operate a Solid Waste Disposal Facility on a Portion of the Property Located at 2332 I-70 Frontage Road

Stericycle, Inc. requested approval of a CD to establish and operate a solid waste disposal/infectious waste transfer facility on a portion of property located at 2332 I-70 Frontage Road. The Colorado Solid Wastes Disposal Sites and Facilities Act (CRS 31-20-102) requires requests be reviewed by the Colorado Department of Public Health and Environment for technical merit; a recommendation of approval was made to the City, which shall make the final decision on the CD.

Principal Planner Kris Ashbeck presented this item.

Discussion included that Stericycle, Inc. is currently based in Dacono, CO.

The public hearing opened at 7:29 p.m.

There were no public comments.

The public hearing closed at 7:29 p.m.

Councilmember McDaniel moved to approve the issuance of a Certificate of Designation to Stericycle, Inc. to establish and operate a solid waste disposal/infectious waste transfer facility on a portion of a property located at 2332 I-70 Frontage Road in Grand Junction, with the conditions listed in the Certificate of Designation. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

A Resolution to Create and Establish an Improvement District –Victor Drive Sanitary Sewer Improvement District SS-20

A successful petition was submitted and signed requesting a Sanitary Sewer Improvement District be created through the Septic System Elimination Program to construct a new sewer line on Victor Drive to serve two properties not currently connected into the sewer system.

Utilities Director Randi Kim presented this item.

The public hearing opened at 7:34 p.m.

There were no public comments.

The public hearing closed at 7:34 p.m.

Councilmember Andrews moved to adopt Resolution No. 38-20, a resolution creating and establishing Victor Drive Sanitary Sewer Improvement District No. SS-20, within the corporate limits of the City of Grand Junction, Colorado, authorizing the installation of sanitary sewer facilities and adopting details, plans and specifications for the same. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning the Arcadia North Subdivision from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street

Property owners within the Arcadia North Subdivision requested rezone of the entire Arcadia North Subdivision located at 700 through 709 Caleb Street from an R-4 (Residential, 4 units/acre) to an R-5 (Residential, 5.5 units/acre) zone district which is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium (4 to 8 units/acre).

Associate Planner Jace Hochwalt presented this item.

Discussion included that R-5 zoning allows multifamily units although not currently applicable since the development is completely built out. The HOA is planning to amend the covenant prohibiting multifamily units.

Applicant representative Kim Kerk of Kerk Land Consulting and Development, LLC said the homeowners have committed to amend the covenants prohibiting multifamily units.

The public hearing opened at 7:46 p.m.

There were no public comments.

The public hearing closed at 7:46 p.m.

Councilmember Taggart moved to adopt Ordinance No. 4943, an ordinance rezoning Arcadia North Subdivision from R-4 (Residential - 4 du/ac) to R-5 (Residential - 5.5 du/ac), located at 700 through 709 Caleb Street on final passage and ordered final publication in pamphlet form with the condition that the HOA covenant be amended to the satisfaction of City staff prior to recordation of the ordinance. Councilmember Andrews seconded the motion. Motion failed with Councilmembers Andrews, McDaniel, Norris, Pe'a and Stout voting NO.

Councilmember Stout moved to adopt Ordinance No. 4943, an ordinance rezoning Arcadia North Subdivision from R-4 (Residential - 4 du/ac) to R-5 (Residential - 5.5 du/ac), located at 700 through 709 Caleb Street on final passage and ordered final publication in pamphlet form.

Councilmember Pe'a seconded the motion. Motion carried by roll call vote with Councilmember Taggart and Council President Wortmann voting NO.

Intergovernmental Agreement with the Lowell Village Metropolitan District (District) for Construction and Ongoing Maintenance of Improvements Associated with the Lowell Village Townhomes Development on the Southeast Corner of Grand Avenue and North 7th Street

In March 2018, City Council approved the Lowell Village Metropolitan District (District) Service Plan with the following conditions 1) approval of a Development Plan as defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the District. The first condition was met with the approval of a Preliminary Plan for the Lowell Village Townhomes Development later in 2018. The purpose of this proposed IGA is to set forth the obligations of and benefits to the parties in relation to maintenance activities associated with public improvements located within and adjacent to the Service Area and if approved by the City would satisfy condition two.

Principal Planner Kris Ashbeck presented this item.

Applicant representative Christi Reece of The Christi Reece Group spoke in favor of this item.

Discussion included that the DDA submitted a letter of support, this IGA excludes lot 5 of the subdivision and parking access is not a condition for approval.

The public hearing opened at 7:56 p.m.

Julie Deutsch, Jesse Sheley and Diane Schwenke spoke in favor of this item.

The public hearing closed at 8:01 p.m.

Councilmember Pe'a moved to adopt Resolution No. 39-20, a resolution entering into an agreement with the Lowell Village Metropolitan District regarding construction and ongoing maintenance of improvements associated with the Lowell Village Townhomes Development. Councilmember Taggart seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Adopting a Policy Establishing Principles of Decorum for City Council

The purpose of this resolution is to establish principles of decorum for City Council.

City Attorney John Shaver presented this item.

Council President Wortmann read the resolution.

Discussion included that the wording may not be strong enough and how comments are addressed.

The public discussion began at 8:05 p.m.

Tonya Wren encouraged Council to read *White Fragility* before making a decision; John Whipple asked Council to allow the public to weigh in; Geneva Smith suggested the public be allowed to show support and/or dissent to citizen comments; Adrian Casterello agreed with Ms. Smith, felt it important each speaker be heard and asked for more clarity in the resolution; Richard Swingle suggested a code of conduct be posted at City meeting locations, and Shawn Camp asked that everyone be respectful of others and opposing positions.

The public discussion ended closed at 8:20 p.m.

Councilmember Andrews moved to adopt Resolution No. 40-20, a resolution adopting a policy establishing principles of decorum for City Council. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Memorandum of Understanding with Mesa County, City of Fruita, Town of Palisade, Town of Collbran, and Town of De Beque Regarding Allocation and Disbursement of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Funds

The State of Colorado is appropriating \$13,200,000 of CARES Act funding ("Mesa County Allocation") to be allocated to Municipalities and County governments to reimburse necessary expenses incurred due to the public health emergency with respect to the COVID-19 pandemic. The Mesa County Allocation is distributed by and through the Department of Local Affairs ("DOLA").

City Manager Greg Caton presented this item.

Discussion included how the separate allocations were determined, that some agencies may not be able to spend their entire allocation due to restrictions and that a second review will be conducted regarding those funds.

The public hearing opened at 8:32 p.m.

There were no public comments.

The public hearing closed at 8:32 p.m.

Councilmember Pe'a moved to authorize the City Manager to sign the Memorandum of Understanding on behalf of the City of Grand Junction regarding the allocation and disbursement of CARES Act Funds. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:33 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: July 15, 2020

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam

Information

SUBJECT:

Introduction of Ordinances Expanding the Boundaries for the Downtown Grand Junction Business Improvement District to Include Property Known as 863 Colorado Avenue into the Boundaries of the Business Improvement District and Introduce an Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include Property Known as 863 Colorado Avenue into the Boundaries of the Downtown Development Authority and Set a Public Hearing for August 5, 2020

RECOMMENDATION:

Staff recommends adoption of the ordinances.

EXECUTIVE SUMMARY:

The purpose of this item is to expand the boundaries of the Downtown Grand Junction Business Improvement District (BID) and the Downtown Development Authority (DDA).

BACKGROUND OR DETAILED INFORMATION:

In order to receive the benefits of the DDA and BID, a property must be part of both special districts. Property owners pay a mill levy (5 mills) to the DDA and a special assessment for the BID. It is a function of the DDA and BID Board of Directors to approve requests for inclusion along with the City Council.

Petitions have been submitted requesting inclusion into the BID for property located at 863 Colorado Avenue. Additionally, the property owner is requesting inclusion into the boundaries of the DDA.

The DDA and BID Board of Directors have approved these requests.

FISCAL IMPACT:

If this property is included in the, a portion of the property tax will be diverted from the City to the DDA according to the tax increment laws and calculation. Based on the assessed values of the existing property this amount is estimated to be less than \$250 year.

SUGGESTED MOTION:

I move to introduce an ordinance expanding the boundary of the Grand Junction, Colorado Downtown Development Authority to include property located at and known as 863 Colorado Avenue and an ordinance expanding the boundary of and including property located at and known as 863 Colorado Avenue into the Downtown Grand Junction Business Improvement District and and set a public hearing for August 5, 2020.

Attachments

1. DDA Inclusion Request
2. 863 Colorado-DDA Boundary
3. BID Inclusion Petition
4. 863 Colorado-BID Boundary
5. ORD-DDA and BID Inclusion

Tony and Theresa Englbrecht
1911 Monument Canyon Dr
Grand Junction, CO 81507
englbrecht@bresnan.net

February 24, 2020

Brendan Stam
Downtown Development Authority
437 Colorado Avenue
Grand Junction, Colorado 81501

RE: Request for Entry into DDA

Dear Mr. Stam:

Tony and Theresa Englbrecht respectfully request entry of our parcel into the Grand Junction Downtown Development Authority. As of July, 2019 we have been the proud owners of 863 Colorado Avenue. That same month we welcomed Susie Goss and her business, the Beautifeye Day Spa and Salon as our tenants. Susie and her staff offer a wealth of skills and experience to their clients and bring Grand Junctions only truly full-service day spa and salon to our wonderful downtown.

We all appreciate the efforts being made to continue to ensure the viability and growth of our downtown and look forward to contributing to its continued vibrancy and success.

Our property consists of:
863 Colorado Avenue, Parcel # 2945-144-28-009

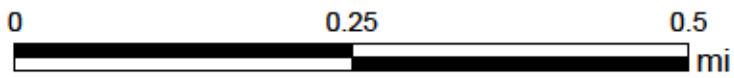
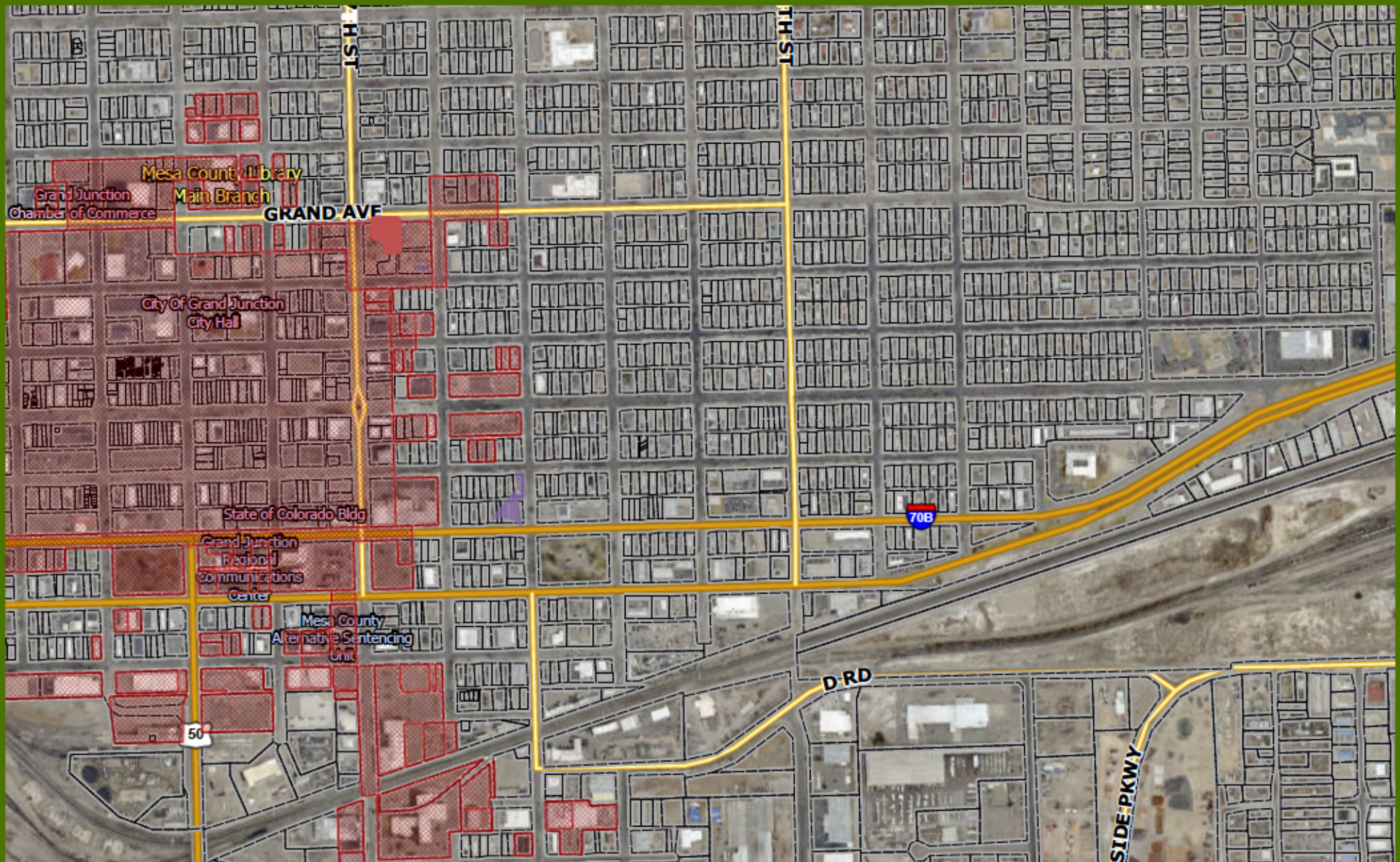
Thank you for your consideration and please contact me if you have any questions.

Sincerely,



Tony and Theresa Englbrecht – Property Owners

City of Grand Junction



Printed: 7/9/2020
1 inch equals 752 feet
Scale: 1:9,028

**VERIFIED PETITION FOR INCLUSION OF PROPERTY
INTO THE
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT**

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioner, Anton C Englbrecht and Theresa Englbrecht, own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

LOTS 15 + 16 BLK 129 CITY OF GRAND JUNCTION RESURVEY OF SECOND DIVISION
SEC 14 1S 1W UM RECD 4/17/1905 RECPT NO 54332 MESA CO RECDS

The address of the Property is **863 Colorado Ave.**

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

PETITIONER:

Anton C. Englbrecht



Address: 1911 Monument Canyon Dr. Grand Junction, CO 81507

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

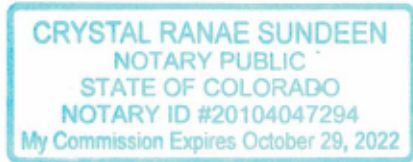
The foregoing instrument was acknowledged and sworn to before me this 26 day of

FEBRUARY, 2020 by Anton C. Englbrecht.

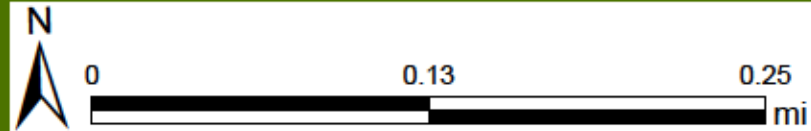
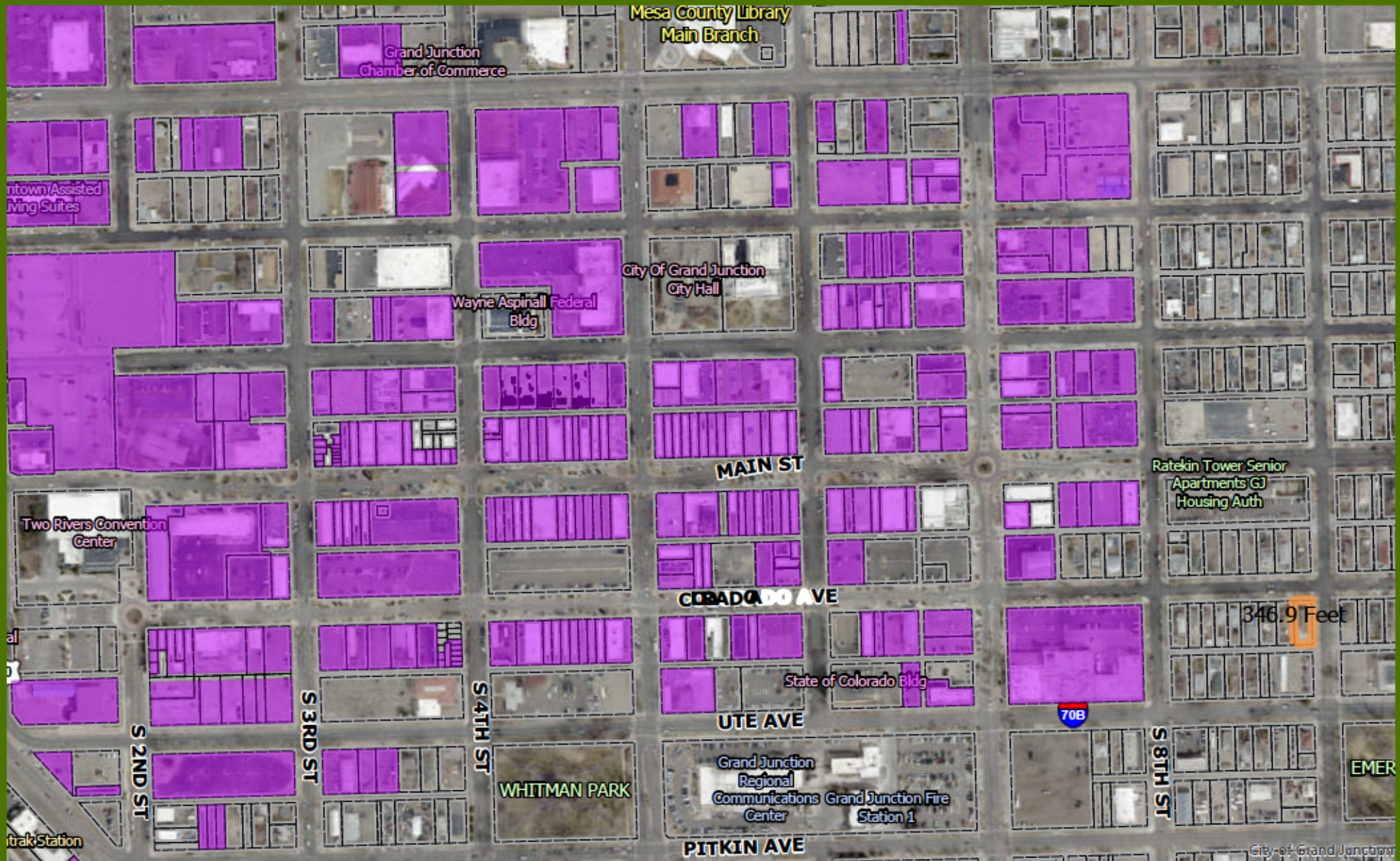
Witness my hand and official seal.

My commission expires: 10-29-2022


Notary Public



City of Grand Junction



Printed: 7/9/2020
1 inch equals 376 feet
Scale: 1:4,514

ORDINANCE NO. ____

AN ORDINANCE EXPANDING THE BOUNDARY OF THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE THE PROPERTY LOCATED AT AND KNOWN AS 863 COLORADO AVENUE

The Grand Junction, Colorado, Downtown Development Authority (“the Authority” or “DDA”) has adopted a Plan of Development (“Plan”) for the boundaries of the Authority. The Plan and boundaries were initially approved by the Grand Junction, Colorado, City Council (“the Council”) on in 1981 and subsequently updated and amended in 2019 and 2020 (“Plan.”)

Pursuant to Section 31-25-822, C.R.S. and Article X of the Authority’s Plan, the Owner of the property has petitioned for inclusion in to the Authority’s boundary.

The Board of the Authority reviewed the proposed inclusion and has determined that the boundary of the DDA should be expanded. With the expansion the Tax Increment Financing (“TIF”) district will be coterminous with the Authority boundary.

The Board of the Authority requests the Council’s approval to expand the Authority’s boundary to include the property included by reference in this ordinance and to expand the Authority to receive a portion or increment of ad valorem and sales taxes collected with the Plan area in accordance with State law, the Plan and other applicable law, rules or regulations.

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

1. The Council finds the existence of blight within the boundary of the Authority, within the meaning of C.R.S. 31-25-802(1.5).
2. The Council hereby finds and determines that the approval of the expansion of the boundary for the Authority and the Plan, as shown on the attached Exhibit A, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted area; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundary of the Authority and the TIF district.
3. The expansion of the Authority’s boundary, as shown on the attached Exhibit A, is hereby approved by the Council and incorporated into the Plan for TIF purposes. The Authority is hereby authorized to undertake development projects as described in the Plan and to act consistently with the Plan including, but not necessarily limited to, receiving and expending for development and redevelopment efforts a portion or increment of ad valorem and sales taxes generated in the area in accordance with C.R.S. 31-25-801 et. seq. and other applicable law.
4. The Council hereby request that the County Assessor certify the valuation for the assessment of the new property included by this Ordinance within the Authority’s boundaries and the TIF district as of the date of the last certification. The City Finance Director is hereby directed to certify the sales tax receipts for the properties included in and described by the attached Exhibit A for the twelve (12) months prior to the inclusion.
5. Adoption of this Ordinance and amendment to, or expansion of the boundary of the Authority and the TIF District, does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite statutory and Plan compliance.
6. If any provision of the Ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.

INTRODUCED on first reading the 15th day of July 2020 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ___ th day of August 2020 and ordered published in pamphlet form.

C.E. "Duke" Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk

Exhibit A

LOTS 15 and 16 Block 129 CITY OF GRAND JUNCTION SEC 14 1S 1W UM
863 Colorado Avenue, Grand Junction Colorado

ORDINANCE NO. _____

AN ORDINANCE EXPANDING THE BOUNDARY OF AND INCLUDING PROPERTY LOCATED AT AND KNOWN AS 863 COLORADO AVENUE INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 in 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 in 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

The owner of the property at 863 Colorado Avenue (Property) seeks to have it included into the boundary of the District. The owner (Petitioner) has submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundary to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. 31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundary of the District is deemed to be assent to the inclusion;
- No cause has been shown that the Property should not be included;
- Expansion of the boundary of the District to include the Property furthers the goals and policies of the City and DDA plans and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

LOTS 15 and 16 Block 129 CITY OF GRAND JUNCTION SEC 14 1S 1W UM

863 Colorado Avenue, Grand Junction Colorado

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

The Property shall thereafter be subject to the levy of taxes and assessments for the payment of its proportionate share of any indebtedness and expenses of the District outstanding at the time of inclusion and thereafter.

Introduced on first reading this 15th day of July 2020 and ordered published in pamphlet form.

Adopted on second reading this ___ day of ___ 2020 and ordered published in pamphlet form.

C.E. "Duke" Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: July 15, 2020

Presented By: Jodi Welch, Finance Director

Department: Finance

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Introduction of an Ordinance for Supplemental Appropriations and Set a Public Hearing for August 5, 2020

RECOMMENDATION:

Approval of the ordinance making supplemental appropriations to the City of Grand Junction 2020 budget for the construction contract for the Riverfront at Dos Rios Phase II Project and the Fire Station 3 Replacement project and set a public hearing for August 5, 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 approve new projects or expenditures. When a project includes a transfer from one fund to another, both the transfer and the expenditure have to be appropriated.

Supplemental appropriations are requested for two projects; the Riverfront at Dos Rios Phase II project \$8,457,118 and for the Fire Station 3 Replacement project, \$5,500,000.

BACKGROUND OR DETAILED INFORMATION:

This 2020 Supplemental Appropriation includes spending authorization in the following funds.

General Fund 100

The General Fund requires a supplemental appropriation of \$5,500,000 in order to appropriate the cost of the Fire Station 3 Replacement. The Fire Department has been planning a major remodel or replacement of Fire Station 3 located at 582 25 ½ Road for several years. It is proposed to build a new station just to the south of the current location on property owned by Mesa County Valley School District 51 and to apply for a Department of Local Affairs grant (\$1 million) to assist with funding the design and construction of the replacement station. The total cost of the project including demolition of the existing building, design and construction of the new station, and construction of a new parking lot for the Pomona/Kronkright Sports Complex is estimated at \$5.5 million. The City will be pursuing the DOLA grant in August, so although the appropriation would be to use General Fund reserves in 2020, after the \$1 million grant, the net cost would be \$4.5 million. It is anticipated that only \$200,000 would be spent in 2020 which means \$4.3 million would be carried forward to 2021 for completion and funding with the 0.75% sales tax revenues. This will result with only the amount spent in 2020 (estimated at \$200,000) being used out of the General Fund reserves.

After City Council authorization of use of General Fund reserves for COVID-19 relief efforts; \$500,000 for #GJStrong for basic needs; \$540,000 for business stabilization and recovery; and \$87,000 in support of Homeward Bound; and still assuming a 25% annual reduction in sales tax revenues, the estimated General Fund Balance at 12/31/2020 is \$21.78 million with a minimum reserve of \$15.2 million which is based on the 2020 Adopted Budget.

0.75% Sales Tax Capital Improvement Fund 201

The Sales Tax Capital Improvement Fund requires a supplemental appropriation of \$5,500,000 for the Fire Station 3 Replacement project as described above. The fund also requires a supplemental appropriation of \$8,457,118 for the construction contract for Phase II of the Riverfront at Dos Rios project. Because the City will manage and authorize the construction contract, the spending needs to be appropriated in the .75% Sales Tax Capital Improvement Fund. This spending will be fully reimbursed by the Grand Junction Dos Rios General Improvement District (GID) with proceeds from an upcoming bond issuance that pay for improvements to the GID. Total supplemental appropriations in this fund is \$13,957,118.

FISCAL IMPACT:

As described above the General Fund requires a supplemental appropriation of \$5,500,000 for the replacement of Fire Station 3. The General Fund Reserve has a sufficient balance to appropriate these funds and still remain above the minimum reserve as established by resolution of the City Council as shown below. This table

has been updated from previous versions based on actions taken by Council regarding COVID-19 relief measures, and the minimum reserve is based on the 2020 Adopted Budget.

Projected 12/31/20 Fund Balance Based on Adopted Budget	\$ 29.40
Less Net Reduction Due to Pandemic Economic Impact (updated April 24, 2020)	(6.50)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6, 2020	(0.50)
Less Disbursement for City's Business Stabilization and Recovery Fund Authorized May 6, 2020	(.54)
Less Disbursement of Support to Homeward Bound Homeless Shelter Authorized May 6, 2020	(0.087)
Remaining Fund Balance	\$21.78
Potential Appropriation of Reserves for Fire Station 3 Replacement Project	(5.50)
Remaining Fund Balance	16.28
<i>Minimum Reserve Based on 2020 Adopted Budget</i>	\$15.20

It is anticipated that only a minimal amount of the \$5.5 million will be spent in 2020, therefore the majority will be carried forward to 2021 and funded instead by the 0.75% Sales Tax revenues. As a result only the amount spent in 2020 will be used out of the General Fund reserves.

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 construction contract for the Riverfront at Dos Rios Phase II project and the Fire Station 3 Replacement project for the year beginning January 1, 2020 and ending December 31, 2020, and set a public hearing for August 5, 2020.

Attachments

1. 2020 Supplemental Appropriation ORDINANCE NO

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:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 5,500,000
Sales Tax CIP Fund	201	\$ 13,957,118

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.

Meeting Date: July 15, 2020

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace Hochwalt, Associate Planner

Information

SUBJECT:

Consider a Request by Foothills Housing 2, LLC to Review a Service Plan for the Proposed West Junction Metropolitan District and Set a Public Hearing for August 5, 2020

RECOMMENDATION:

Staff recommends setting a hearing for the August 5, 2020 City Council meeting.

EXECUTIVE SUMMARY:

As a means of generating capital for the proposed West Junction development, Foothills Housing 2, LLC is proposing to form a Metropolitan District. Per Title 32 of the Colorado Revised Statutes (C.R.S.), the first step is to develop a Service Plan for the District, which is to be considered and, if found acceptable, approved by the City. Prior to consideration by the City Council and in accordance with State statute, the Council must take action to set a date for the public hearing to consider the formation of Service Plan for the Metropolitan District.

The Service Plan boundaries comprise four areas which are anticipated to be developed in two phases. Uses proposed include single-family and multi-family residential, as well as commercial and industrial uses. The service area encompasses approximately 177 acres of land with a northern boundary of G Road, southern boundary of Highway 6 and 50, eastern boundary of 23 ¾ Road, and western boundary of 23 ¼ Road. The Consolidated Service Plan will provide infrastructure services including streets, traffic and safety controls, water, and storm and sanitary sewer. In addition, parks and recreation facilities will be provided, including public parks, open space, bike paths, and a field house and ice arena. The District will be authorized to

operate and maintain the services that are not conveyed to the City or other governmental entities having proper jurisdiction.

BACKGROUND OR DETAILED INFORMATION:

Special districts are quasi-municipal corporations and political subdivisions that are organized to act for a particular purpose. A metropolitan district is a special district that provides any two or more services which may include fire protection, parks and recreation, safety protection, sanitation, solid waste, street improvements or water, to name a few. A district has the ability to acquire bonds for the construction of the improvements and to levy taxes to the area within their boundaries to repay those bonds. The financing, construction, and operation and maintenance of improvements and services to support new development is legally the responsibility of the district if formed. In many jurisdictions, both municipalities and counties, special districts have been used as an implementation tool to harness private investment to achieve a city's planning, redevelopment, infill and economic goals.

The trend with special district legislation has been to allow general purpose local governments to exert greater control over the formation and operation of special districts. The service plan approval process is the key to exercising that control.

The legislative declaration found in Article 1 of Title 32 refers to "the Coordination and orderly creation of special districts" and the logical extension of special district services throughout the state." It further declares that the review procedures in Part 2 (the "Control Act") are created to "prevent unnecessary proliferation and fragmentation of local government and to avoid excessive diffusion of local tax sources." Also cited as reasons for these measures are "the elimination of the overlapping services provided by local governments" and efforts to "reduce duplication, overlapping and fragmentation of the functions and facilities of special districts."

Service Plans and statements of purposes in effect create binding agreements between the special district and the approval authority. ("Upon final approval by the court for the organization of the special district, the facilities, services, and financial arrangements of the special district shall conform so far as practicable to the approved Service Plan." (C.R.S. §32-1-201(1))).

The formation of a special district entails a three-part process that requires: 1) obtaining review and approval from the local governmental jurisdiction; 2) review by district court; and 3) a special election. The Grand Junction Municipal Code does not contain specific provisions related to the review of service plans therefore the process of submittal and review of the plans must be in compliance with requirements contained in Title 32 of the Colorado Revised Statutes. Those statutory requirements include submittal of the service plans to the clerk for the city council, referral of the plans to the planning commission for review and recommendation (if consistent with City policy), referral to

City Council within thirty (30) days of plan submittal, and a public hearing with the City Council not more than thirty (30) days after setting the public hearing date.

In summary, metropolitan districts are formed and operated as follows:

- City Council must vote to approve a district service plan based on statutory approval criteria
- Affected property owners must vote to approve district formation by a simple majority
- Sale of municipal bonds generates funding for infrastructure and amenities
- As development occurs and property values increase, bonds are repaid by homeowners within the district via the additional taxes paid by district residents. The district does not tax anyone outside of its boundaries.
- The developer maintains oversight of the district, an annual outside audit is conducted of the district, and annual transparency reports are submitted to the City and State and made publicly available.
- The City has no legal or financial liability during the life of the district; it does not reduce current or future tax revenues of other public agencies and it does not draw from the City's capital improvement budget or capital reserves.

The Applicant filed and requested review of the Service Plan for the proposed West Junction Metropolitan District and, per C.R.S., the City Clerk provided notice to the Colorado Department of Local Affairs on June 17, 2020.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

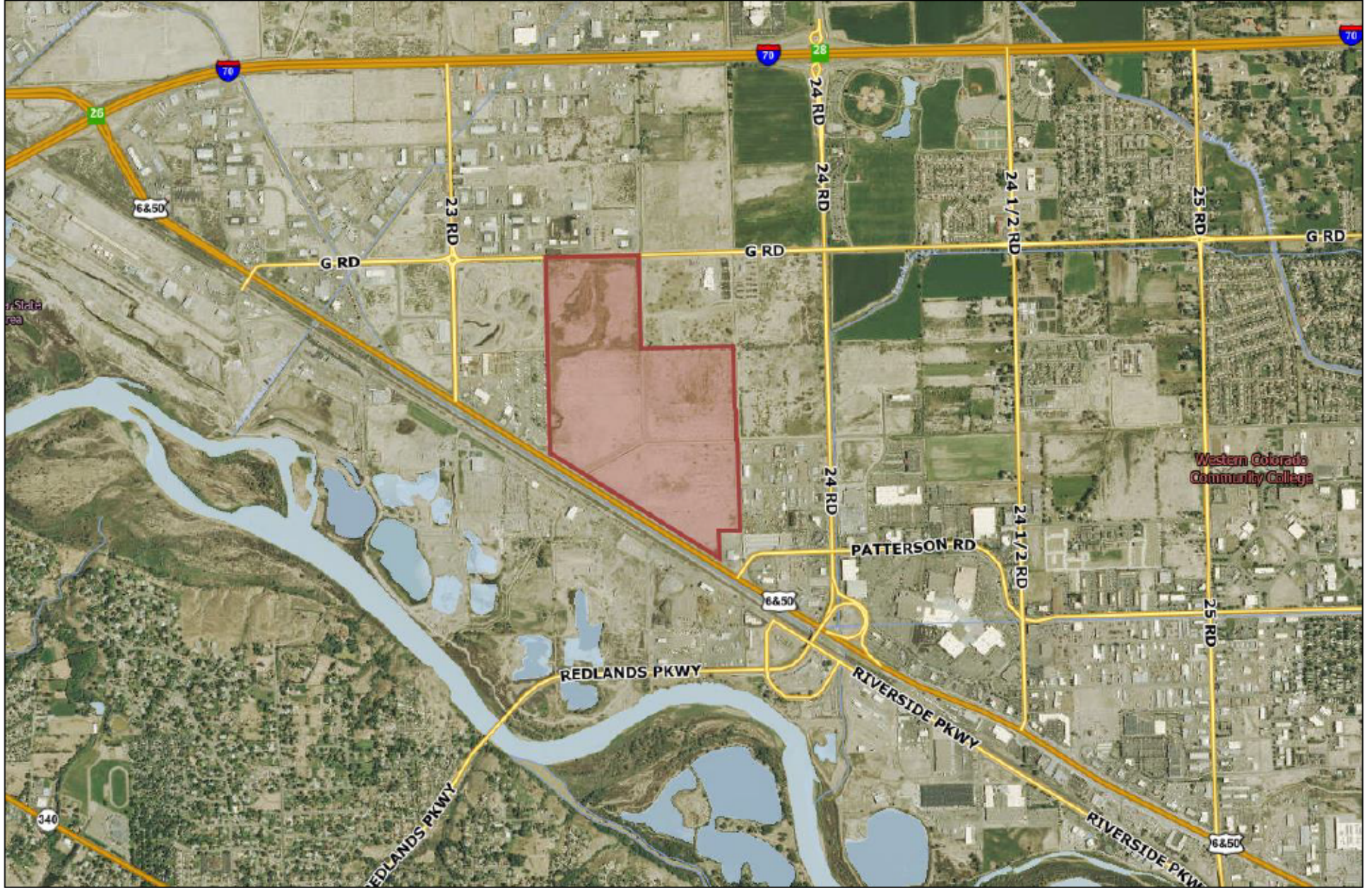
SUGGESTED MOTION:

I move to set a public hearing for August 5, 2020 for the review of the Service Plan for the proposed West Junction Metropolitan District.

Attachments

1. Vicinity Map
2. District Boundary Map

VICINITY MAP (EXPANDED)



VICINITY MAP (ZOOMED IN)

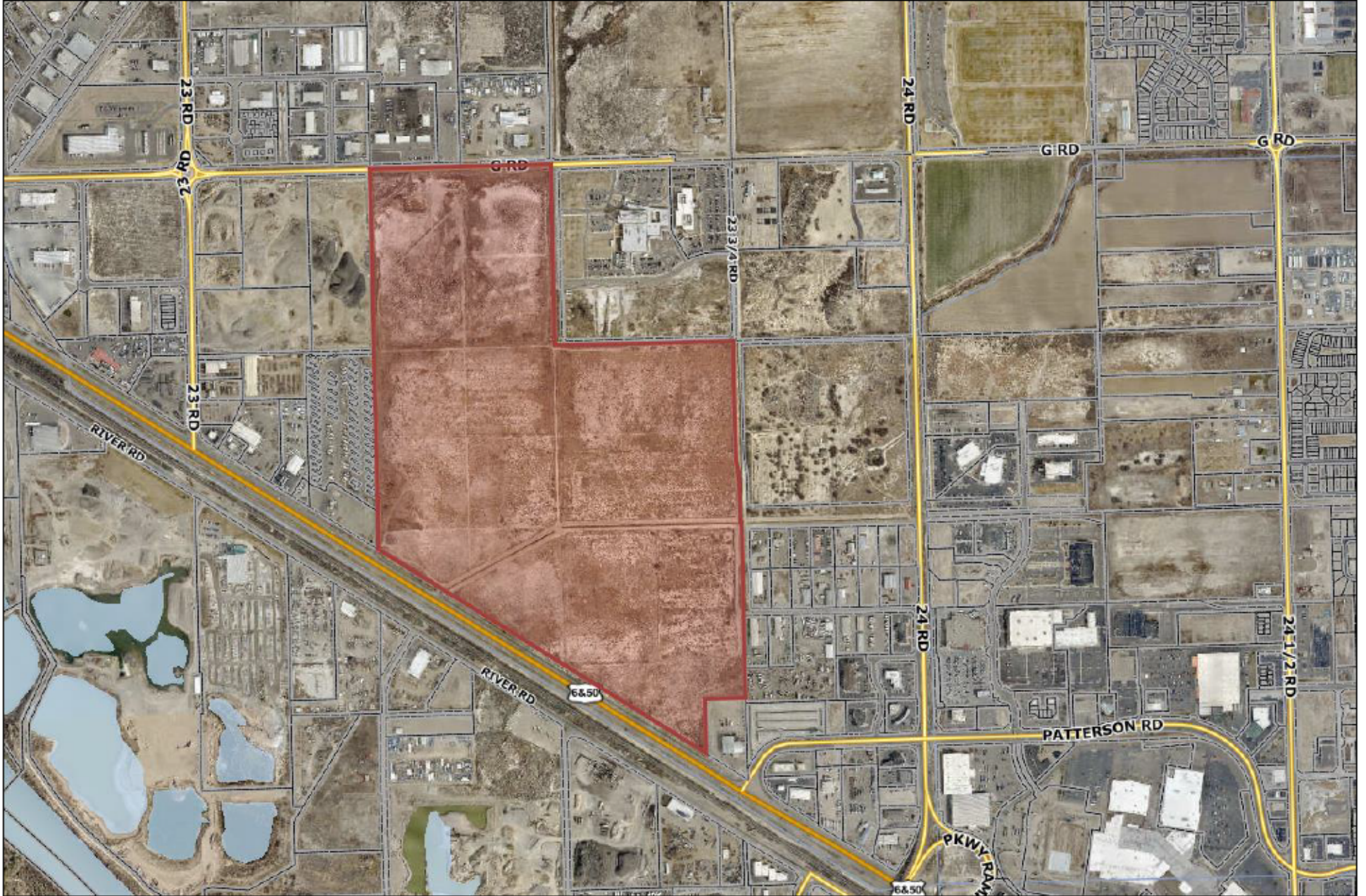
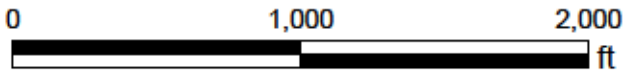
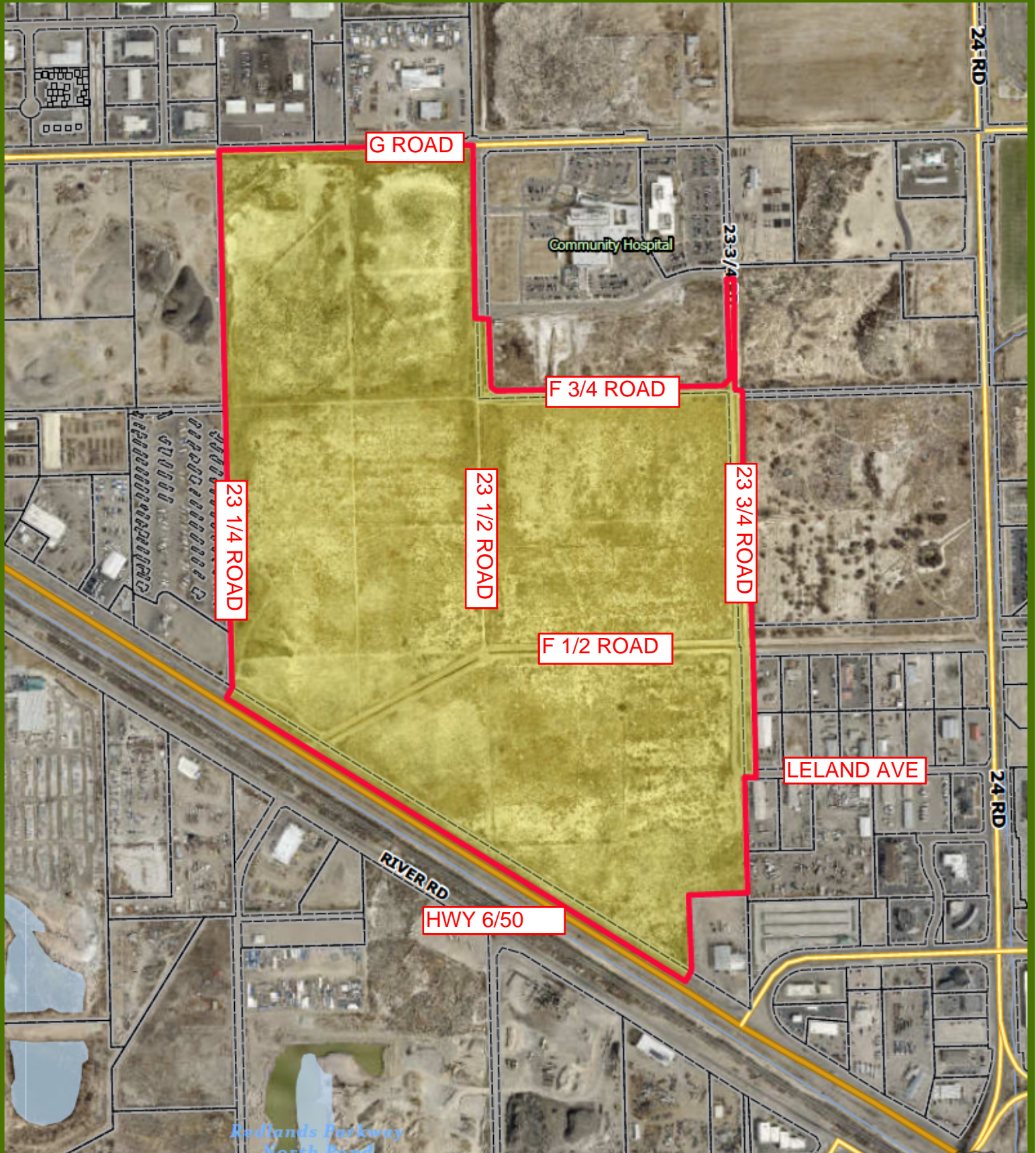


EXHIBIT B - BOUNDARY MAP



Printed: 6/16/2020
1 inch equals 667 feet
Scale: 1:8,000



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: July 15, 2020

Presented By: Lance Gloss, Associate Planner

Department: Community Development

Submitted By: Lance Gloss, Associate Planner

Information

SUBJECT:

Introduction of an Ordinance by the City of Grand Junction to Amend Ordinance 4929 Vacating Portions of Public Right-of-Way Within the Proposed Riverfront at Dos Rios Development and Set a Public Hearing for August 5, 2020

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Applicant, the City of Grand Junction, is requesting an amendment to Ordinance 4929, which vacated seven portions of public right-of-way within or adjacent to the Riverfront at Dos Rios planned development. This requested amendment would rescind the vacation of those portions of the Lawrence Street and Lila Avenue rights-of-way vacated under Ordinance 4929 that are adjacent to property not owned by the City. When right of way is vacated the property is 'returned' to the abutting properties; with the rescinding of vacation of these portions of right of way, in effect it will not enlarge the adjacent properties of which the City is working to acquire.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City is in the process of developing the Riverfront as Dos Rios planned development south of the Riverside Neighborhood from Hale Avenue to the 5th Street/Highway 50 viaduct on the northeast bank of the Colorado River. An Amended Outline Development Plan (ODP) was adopted by City Council in April 2020 consisting of a mix of uses including residential, commercial, light industrial, outdoor recreation

and open space. Over the past several years, the City has platted this property in anticipation of the development as well as to sell properties within the site. Recent plats of the property have served specific near-term development opportunities, including the sale of two portions of the development area to private parties. Meanwhile, the City has retained the intent to replat the remaining development area for final construction. The City is now engaged in such a replat, planned to be Riverfront at Dos Rios Filing 3 Subdivision.

As part of the progression toward such a final plat for Riverfront at Dos Rios, as well as detailed engineering plans for construction of infrastructure, the City pursued seven right-of-way vacations. These vacations were accepted by the City Council at its public hearing on May 20, 2020, at which the City Council adopted Ordinance 4929. Ordinance 4929 was adopted on May 20, 2020, but has not yet gone into effect despite the typical 30-day window between adoption and effectiveness of an Ordinance having closed. The reason that Ordinance 4929 has not yet gone into effect is that it was adopted with two conditions, one of which has not yet been met. The unmet condition is the recording of a new plat for the Riverfront at Dos Rios, intended to be the Riverfront at Dos Rios Filing 3 Subdivision. City staff has thus engaged in completing and reviewing the proposed plat and accompanying construction documents for the Riverfront at Dos Rios Filing 3 Subdivision and accompanying public improvements including streets, curbs, gutters, sidewalks, recreation amenities, landscaping, and wet and dry utilities.

While engaged in producing this proposed plat and development plan, the City Public Works Community Development departments have determined that portions of the right-of-way that were identified for vacation in Ordinance 4929 should not have been part of the earlier vacation request. Therefore, this request is to rectify the situation by rescinding parts of the earlier requests.

Specifically, there are two portions of the public right-of-way that are identified for vacation in Ordinance 4929 that would have negative impacts on the public welfare due to the significant disruption they would cause for the progression of the Riverfront at Dos Rios project. These portions of rights-of-way are all of the area of Lawrence Street that was identified for vacation in Ordinance 4929, and the westernmost portion of Lila Avenue identified for same. The proposed plat and construction plans for Dos Rios require that the majority of these two areas remain right-of-way. Was Ordinance 4929 to take effect as currently in place, these two areas could not be replatted as right-of-way, as they would no longer be under City control following vacation. Instead, they would revert to the private ownership of Lot 12 of Block 1 of the OBoyles Subdivision, with significant negative impacts on the design, viability, and costs for the Riverfront at Dos Rios project. Adoption of this proposed amendment to Ordinance 4929 would avoid such costs and negative impacts, and is thus considered necessary in service of the public welfare.

NOTIFICATION REQUIREMENTS

Notice for the original right-of-way vacation request, which resulted in Ordinance 4929, 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 April 14, 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 1000 feet, on April 17, 2020. The notice of the Planning Commission public hearing was published on April 21, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review of vacation requests are set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements. Staff found that all criteria were met in the original proposal that resulted in the adoption of Ordinance 4929, and also found that the request was consistent with the Comprehensive Plan. The criteria (listed below) are still considered to be met under the corrections to the vacated rights-of-way that are proposed with this amendment to the original ordinance. These criteria are:

- (1) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies of the City.
- (2) No parcel shall be landlocked as a result of the vacation;
- (3) Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;
- (4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services);
- (5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and
- (6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to amend the configuration and number of portions of right-of-way within the proposed Riverfront at Dos Rios development to be vacated by Ordinance 4929, concerning rights-of-way located along the northeast bank of the

Colorado River between Hale Avenue and the 5th Street/Highway 50 viaduct, City file number VAC-2020-176, the following findings of fact have been made:

1. The request conforms with Section 21.02.100 (c) of the of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

Since the proposed vacated right-of-way will be absorbed in adjacent city-owned property, there is no fiscal impact to the City.

SUGGESTED MOTION:

I move to introduce an ordinance amending Ordinance No. 4929 vacating previously-platted public rights-of-way within the Riverfront at Dos Rios Development located along the northeast bank of the Colorado River between Hale Avenue and near the 5th Street/Highway 50 Viaduct and set a public hearing for August 5, 2020.

Attachments

1. Ordinance No. 4929
2. Draft Ordinance
3. Exhibit A

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4929

AN ORDINANCE VACATING PREVIOUSLY-PLATTED PUBLIC RIGHTS-OF-WAY WITHIN THE RIVERFRONT AT DOS RIOS DEVELOPMENT LOCATED ALONG THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HALE AVENUE AND NEAR THE 5TH STREET/HIGHWAY 50 VIADUCT

Recitals:

The City is in the process of developing the Riverfront at Dos Rios planned development south of the Riverside Neighborhood from Hale Avenue to near the 5th Street/Highway 50 viaduct on the northeast bank of the Colorado River. An Outline Development Plan (ODP) was adopted by City Council in April 2019 consisting of a mix of uses including residential, commercial, light industrial, outdoor recreation and open space. Over the past several years, the City has platted this property in anticipation of the development as well as to sell properties within the site. To date, two properties have been transferred to private property owners.

The rights-of-way within the site have been platted to serve the intended development. However, as detailed engineering plans have been drawn in order to construct the interior streets, some portions of the previously platted rights-of-way have been identified as no longer needed or that they do not fit with the current proposed street alignments.

In addition, the City has continued to acquire property in the northeast corner of the proposed development. In this area, there are streets that were platted (O'Boyles Subdivision – 1908) to serve these parcels that are no longer needed to provide access. The new streets within the planned development will provide access as these parcels are absorbed into the ODP. There are two parcels (636 and 636-1/2 Lawrence Street) that have not yet been acquired by the City. Thus, the street and alley access to these properties are not a part of the current vacation request.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate portions of public rights-of-way is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code subject to the following conditions:

Condition 1: The portions of right-of-way for Lila Avenue (Parcels 4 and 5) and Lawrence Street (north-south portion of Parcel 1) and the eastern end of the alleyway (Parcels 2 and 3) requested to be vacated shall be retained as public utility easement. Refer to Exhibit E.

Condition 2: The vacations shall not be effective until a new subdivision plat for the Riverfront at Dos Rios is recorded.

Parcel 1

A Portion of the Alley right-of-way and Lawrence Street right-of-way located in O'Boyle's Sub-Division Reception No. 61369, in the NE1/4, NE1/4 of Section 22, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows;

Beginning at the Southwest Corner of the East 175 feet of Lot A, Block 2 of said Subdivision, whence the Southeast Corner of Lot A, Block 2 Bears S 89°56'44" E, with all bearings being relative thereto, thence the following courses and distances;

1. Along the southerly line of Lot A, S 89°56'44" E a distance of 174.80 feet, to the Southeast Corner of said lot;
2. Along the easterly line said lot, N 00°13'53" E, a distance of 110.00 feet;
3. Leaving said easterly line of Lot A, S 89°56'52" E, a distance of 2.15 feet;
4. S 00°13'53" W, a distance of 56.39 feet;
5. Along the arc of a 1,767.00 foot radius curve to the right, for a distance of 73.67 feet, with a chord which bears S 01°25'33" W, a distance of 73.66 feet, having an interior angle of 02°23'19";
6. S 89°56'44" E, a distance of 54.38 feet, to the Northwest Corner of Lot 12 Block 1 of said subdivision;
7. Along westerly line of said Lot 12, Block 1, S 00°09'53" W a distance of 129.98 feet, to the southeast Corner of said lot;
8. N 89°56'44" W, a distance of 54.95 feet, to the southeast corner of Lot 21, Block 2 of said subdivision;
9. N 00°08'36" E, a distance of 129.98 feet, to the Northeast Corner of said Lot 21;
10. Leaving said Northeast Corner of Lot 21, along the northerly line of Lots 21, through 27, N 89°56'44" W a distance of 174.80 feet;
11. N 00°13'53" E, a distance of 20.00 feet, to the Point of Beginning.

Containing approximately 10,884 square feet. (Exhibit "A")

Parcel 2

All that portion of the 20.0 Foot wide Alley within Block 1 of O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying East of the East line of Lot 8 Block 1 of said O'Boyle's Sub-Division;
Containing approximately 500 square feet. (Exhibit "B")

Parcel 3

All that certain 20 foot alley right-of-way, as same is recorded in Book 511 at Page 81 Public Records of Mesa County, Colorado.
Containing approximately 1,004 square feet. (Exhibit "B")

Parcel 4

All that portion of the 60.0 Foot wide right-of-way for Lila Avenue lying within the O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying East of the East line of Block 2 and South of the south line of Block 1 of said O'Boyle's Sub-Division;
Containing approximately 12,294 square feet. (Exhibit "B")

Parcel 5

All that certain 60 foot right-of-way for Lila Ave, as same is recorded in Book 505 at Page 570 Public Records of Mesa County, Colorado.
Containing approximately 3.006 square feet. (Exhibit "B")

Parcel 6

Right-Of-Way Vacation, located in the NE1/4, NE1/4 of Section 22, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows;

Beginning at the Southwest Corner of Right-Of-Way described at Reception No. 727833, from whence the N1/16 Corner of Section 22 Bears S 89°57'26" E, a distance of 314.35 feet, with all bearings being relative thereto, thence the following courses and distances;

1. N 01°37'36" E a distance of 5.90 feet;
2. Along the arc of a 279.00 foot radius curve to the left, for a distance of 61.57 feet, with a chord which bears N 63°20'09" E, a distance of 61.44 feet, having an interior angle of 12°38'36";
3. Along the arc of a 36.00 foot radius curve to the right, for a distance of 44.81 feet, with a chord which bears S 87°19'50" E, a distance of 41.97 feet, having an interior angle of 71°18'37";
4. S 51°40'32" E a distance of 52.65 feet,
5. Along the arc of a 297.50 foot radius curve to the left, for a distance of 6.93 feet, with a chord which bears S 52°20'33" E, a distance of 6.93 feet, having an interior angle of 01°20'03",

to the southerly right-of-way of the additional right-of-way, described on the plat of Jarvis Subdivision Filing One, Reception Number 2790938;

6. Along said southerly right-of-way, N 87°36'50" W a distance of 128.59 feet;

7. Continuing on said southerly right-of-way, N 89°57'28" W a distance of 15.31 feet, to the Point of Beginning;

Containing approximately 3,522 square feet. (Exhibit "C")

Parcel 7

All that portion of the 20.0 Foot wide Alley within Block 3 of O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying South of the South line of Lots 1 through 8 Block 3 of said O'Boyle's Sub-Division;

Containing approximately 3,998 square feet. (Exhibit "D")

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PREVIOUSLY-DESCRIBED DEDICATED RIGHTS-OF-WAY ARE HEREBY VACATED SUBJECT TO THE LISTED CONDITION.

Introduced on first reading this 6th day of May 2020 and ordered published in pamphlet form.

Adopted on second reading this 20th day of May 2020 and ordered published in pamphlet form.

ATTEST:

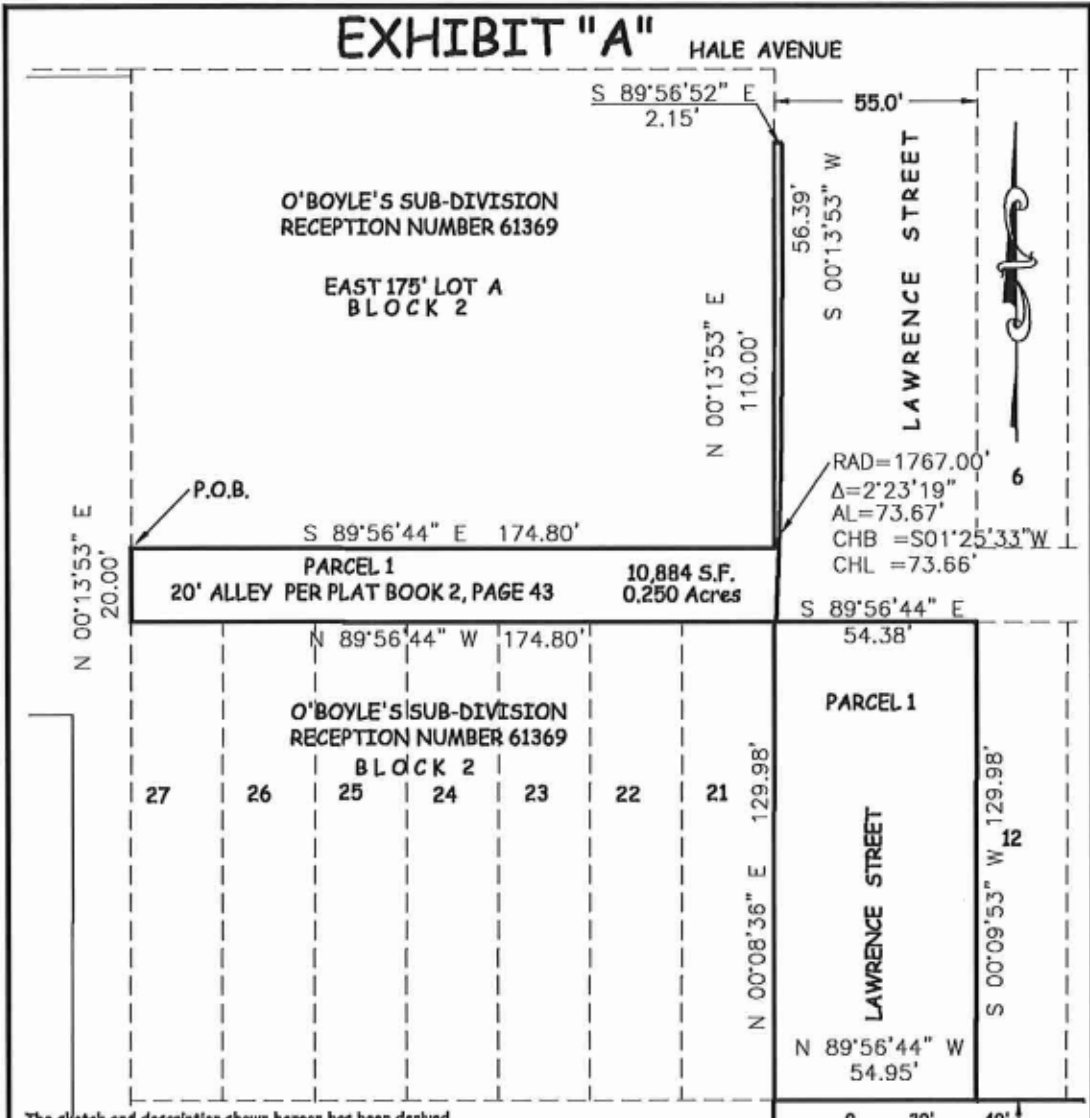
W Winkelmann
City Clerk

C. S. Steve Wazman
Mayor



EXHIBIT "A"

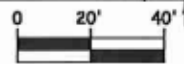
HALE AVENUE



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

ABBREVIATIONS

P.O.C. POINT OF BEGINNING
R.O.W. SECTION



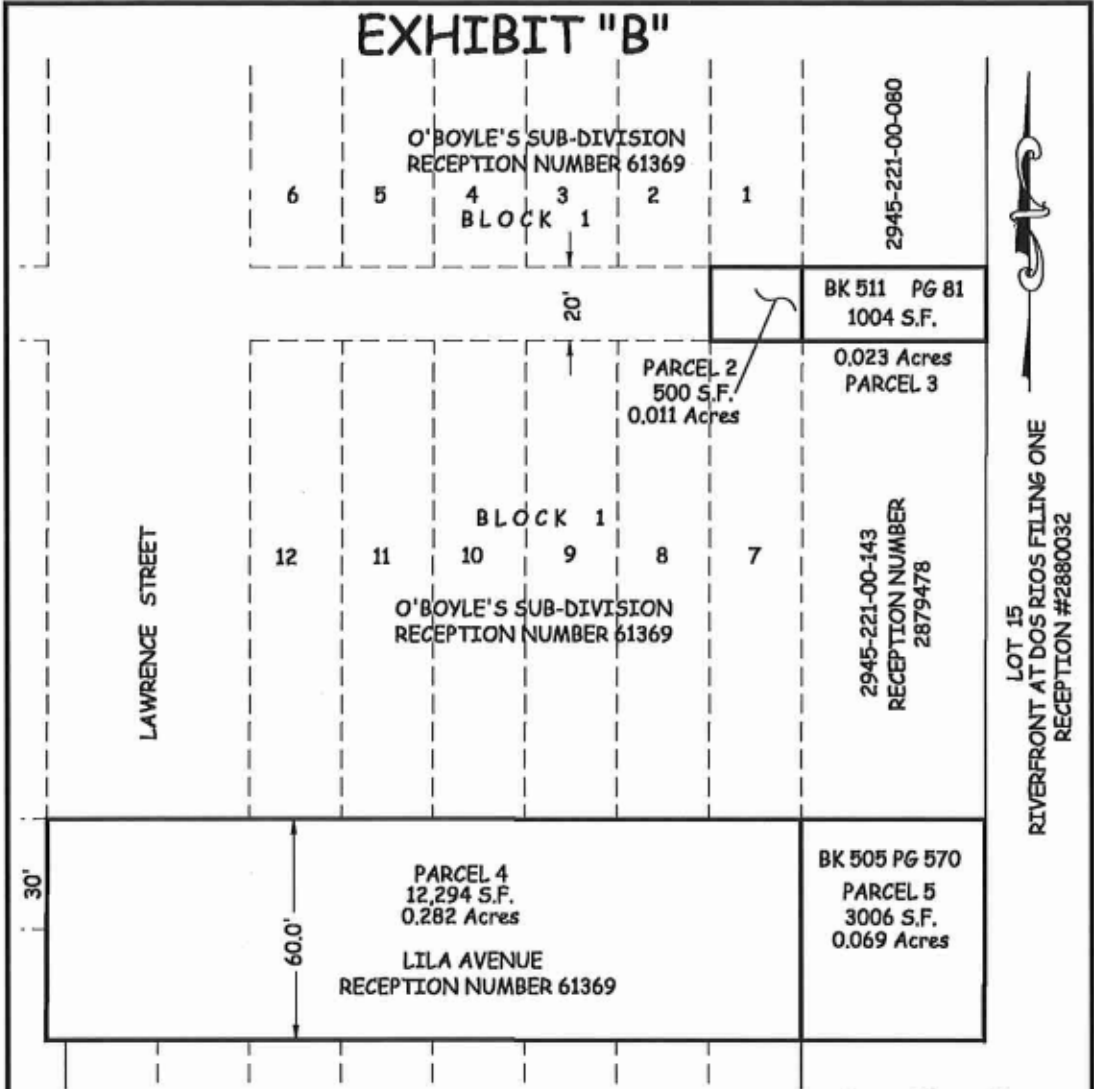
1 inch = 40 ft.
Lineal Units = U.S. Survey Foot

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

**RIGHT-OF-WAY VACATION
PARCEL 1
T.1S, R.1W, U.M.**

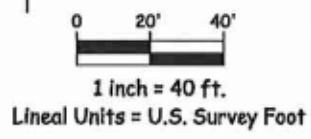
**CITY OF
Grand Junction
COLORADO**
PUBLIC WORKS
& PLANNING

EXHIBIT "B"



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

ABBREVIATIONS
 SEC. SECTION
 TWP. TOWNSHIP
 RGE. RANGE



DRAWN BY: J.L.G.
 DATE: 03/19/20
 SCALE: 1" = 40'
 APPR BY: J.A.M.

RIGHT-OF-WAY VACATION
 PARCELS 2-5
 T.1S, R.1W, U.M.

CITY OF
Grand Junction
 COLORADO
 PUBLIC WORKS
 & PLANNING

LOT 15
 RIVERFRONT AT DOS RIOS FILING ONE
 RECEPTION #2880032

2945-221-00-080

BK 511 PG 81
 1004 S.F.

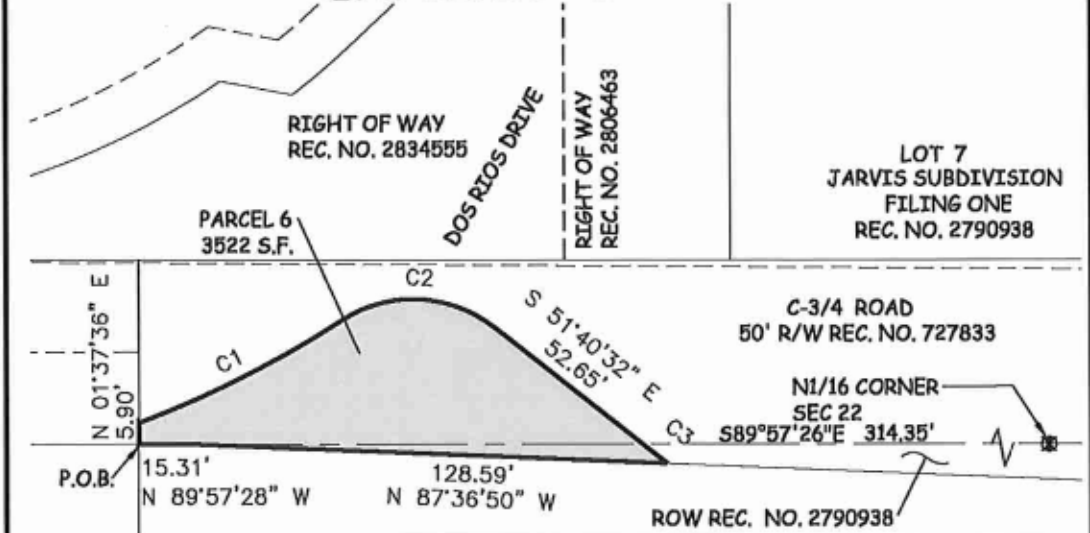
0.023 Acres
 PARCEL 3

2945-221-00-143
 RECEPTION NUMBER
 2879478

BK 505 PG 570

PARCEL 5
 3006 S.F.
 0.069 Acres

EXHIBIT "C"



CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	61.57'	279.00'	12°38'36"	N 63°20'09" E	61.44'
C2	44.81'	36.00'	71°18'37"	S 87°19'50" E	41.97'
C3	6.93'	297.50'	1°20'03"	S 52°20'33" E	6.93'

7.15'



1 inch = 40 ft.

Lineal Units = U.S. Survey Foot

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ABBREVIATIONS

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

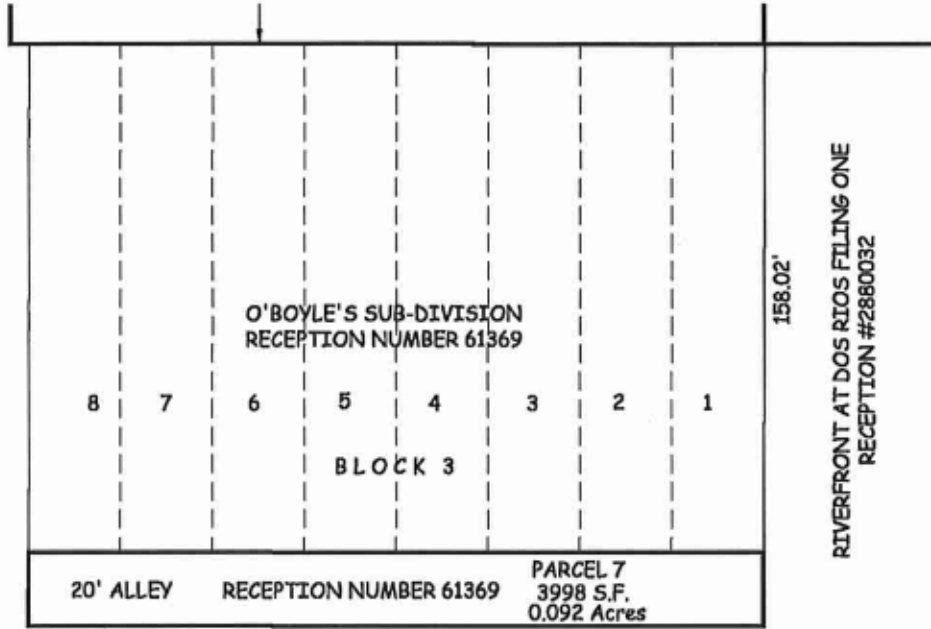


DRAWN BY: J.L.G.
 DATE: 03/19/20
 SCALE: 1" = 40'
 APPR. BY: J.A.M.

RIGHT-OF-WAY VACATION
 PARCEL 6
 IN THE NE1/4 NE1/4 SEC. 22
 T.1S, R.1W, U.M.

CITY OF
Grand Junction
 COLORADO
 PUBLIC WORKS
 & PLANNING

EXHIBIT "D"



SOUTH LINE OF O'BOYLE'S SUB-DIVISION

LOT 15
RIVERFRONT AT DOS RIOS FILING ONE
RECEPTION #2880032



1 inch = 40 ft.
Lineal Units = U.S. Survey Foot

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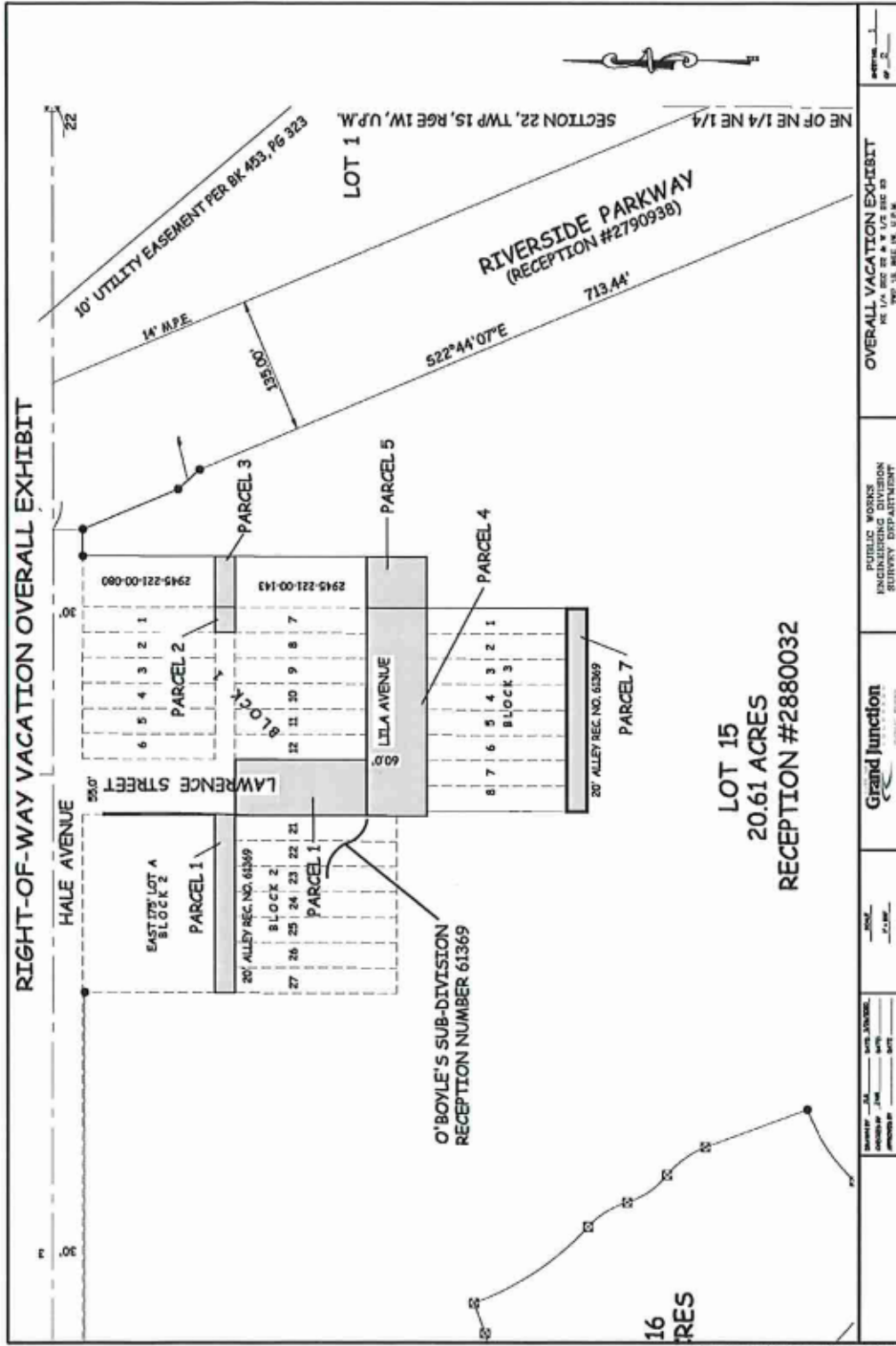
ABBREVIATIONS
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR BY: J.A.M.

RIGHT-OF-WAY VACATION
PARCEL 7
T.1S, R.1W, U.M.




EXHIBIT E



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4929 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 6th day of May 2020 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 20th day of May 2020, at which Ordinance No. 4929 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of May 2020.



Deputy City Clerk

Published: May 8, 2020
Published: May 22, 2020
Effective: June 21, 2020

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 4929 VACATING PREVIOUSLY-
PLATTED PUBLIC RIGHTS-OF-WAY WITHIN THE RIVERFRONT AT DOS RIOS
DEVELOPMENT LOCATED ALONG THE NORTHEAST BANK OF THE COLORADO
RIVER BETWEEN HALE AVENUE AND NEAR THE 5th STREET/HIGHWAY 50
VIADUCT**

Recitals:

At a public hearing of May 20, 2020, the City of Grand Junction City Council adopted Ordinance 4929, vacating seven portions of right-of-way within the Riverfront at Dos Rios development. The rights-of-way vacated by Ordinance 4929 include portions of the Lawrence Street right-of-way, the entirety of the Lila Avenue right-of-way, and nearby alleyways originally dedicated as rights-of-way by the O'Boyle's Subdivision platted in 1908. Though Ordinance 4929 was adopted it has not yet gone into effect, as one of the two conditions of the Ordinance were not met. Namely, a final plat for the Riverfront at Dos Rios has not been recorded.

In the process of preparing said plat, planned to be named Riverfront at Dos Rios Filing Three Subdivision, it has become apparent that errors were made in the right-of-way vacations accomplished by Ordinance 4929. Specifically, under Ordinance 4929, portions of Lawrence Avenue and Lila Avenue would, upon vacation, revert to ownership other than that of the City of Grand Junction, significantly disrupting the design and progression of the Riverfront at Dos Rios development.

The City of Grand Junction City Council finds that the right-of-way vacations accomplished by Ordinance 4929 should be amended to serve the public welfare, and that the right-of-way vacations as amended will continue to be consistent with the Comprehensive Plan, the Grand Valley Circulation Plan, and Section 21.02.100 of the Grand Junction Municipal Code. This Ordinance shall not amend the conditions of Ordinance 4929, which shall remain in effect.

Below are descriptions of two areas of right-of-way vacated under Ordinance 4929 that, by recording of this Ordinance, shall not be vacated. These are the portions Parcel 1 of Ordinance 4929 that are identified as Lawrence Street (Parcel A) and Parcel 5 of Ordinance 4929 which is the entirety of Lila Avenue (Parcel B).

Parcel A – Area Not To Be Vacated

A portion of the 55.0 Foot wide Lawrence Street Right-of-Way within Block 1 of O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado, described more particularly as follows;

Beginning at the northwest corner of Lot 12 Block 1 of said subdivision, thence Along the westerly line of said Lot 12 Block 1, S 00°09'53" W, a distance of 129.98 feet to the southwest corner of said Lot 12 Block 1; Leaving said westerly line, N 89°56'44" W, for a distance of 27.50 feet, to the centerline of said Lawrence street right-of-way; Along said centerline of right-of-way N 00°09'53" E, a distance of 129.98 feet; Leaving said centerline S 89°56'44" E, for a distance of 27.50 feet, to the Point of Beginning.

Containing approximately 3,565 square feet. (Exhibit "A")

Parcel B – Area Not To Be Vacated

A portion of the 60.0 Foot wide right-of-way for Lila Avenue lying within the O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, more particularly described as follows;

Beginning at the southeast corner of Lot 8 Block 1 of said subdivision, thence S 00°13'53" W, for a distance of 30.00 feet, to the centerline of said Lila Avenue right-of-way; Along said centerline of right-of-way N 89°56'44" W, a distance of 152.31 feet; Leaving said centerline N 00°09'53" E, for a distance of 30.00 feet to the northerly right of-way of Lila Avenue; thence along said northerly right-of-way S 89°56'44" E, for a distance of 152.35 feet, to the Point of Beginning.

Containing approximately 4,570 square feet. (Exhibit "A")

This description was prepared by Jodie Grein LS-38075, for The City of Grand Junction, CO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT ORDINANCE 4929 SHALL BE AMENDED SUCH THAT THE PREVIOUSLY-DESCRIBED PORTIONS OF RIGHTS-OF-WAY SHALL NOT BE VACATED.

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

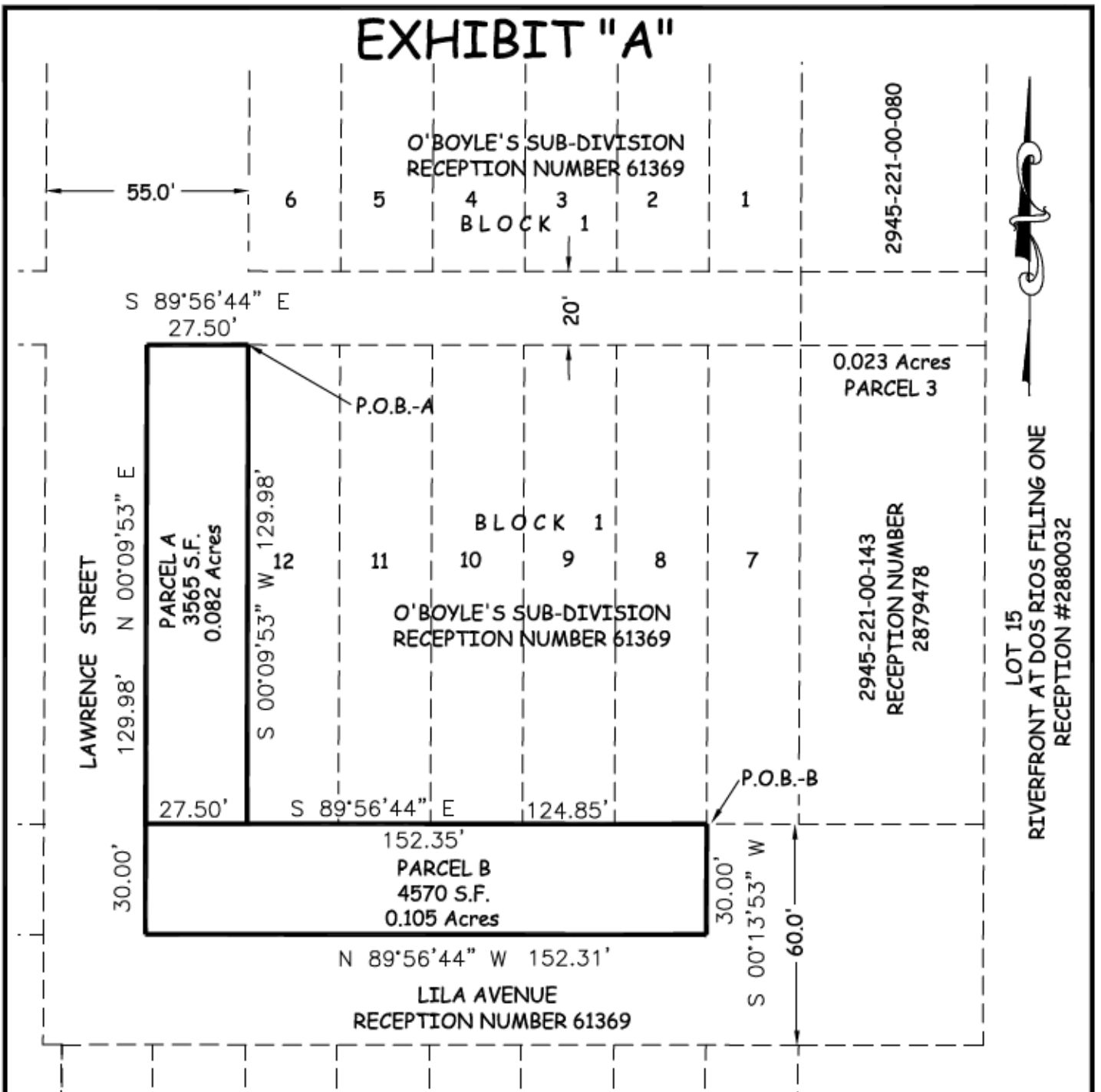
Adopted on second reading this ____ day of _____, 2020 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

EXHIBIT "A"



LOT 15
RIVERFRONT AT DOS RIOS FILING ONE
RECEPTION #2880032

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

ABBREVIATIONS
P.O.B. POINT OF BEGINNING
SEC. SECTION
TWP. TOWNSHIP
RGE. RANGE



1 inch = 40 ft.
Lineal Units = U.S. Survey Foot

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

RIGHT-OF-WAY, NOT TO BE VACATED
PARCELS A & B
T.1S, R.1W, U.M.





Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: July 15, 2020

Presented By: Landon Hawes, Senior Planner

Department: Community Development

Submitted By: Landon Hawes

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introduction of a Proposed Annexation Ordinance for the Airport North Boundary Annexation of 187.69 Acres, Located at Parcels 2705-154-00-003 and 2701-113-00-002 and Set a Public Hearing for September 2, 2020

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Airport North Boundary Annexation, introducing the proposed Ordinance, and setting a hearing for September 2, 2020.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Regional Airport, is requesting to annex 187.69 acres located at Parcels 2705-154-00-003 and 2701-113-00-002. There is no publicly dedicated right-of-way proposed with this annexation request. The owner is requesting annexation of lands recently deeded to them from the Bureau of Land Management in order to have the entire airport environs within the city limits and under the city's land use control. Further, the airport constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

The Airport North Boundary Annexation consists of two parcels of land totaling 187.69 acres of land located; the parcel numbers are 2705-154-00-003 and 2701-113-00-002.

The land was previously owned by the federal Bureau of Land Management but has now been turned over to the Grand Junction Regional Airport. The Applicant wishes to annex the property into City limits in order to have the entire airport environs within the city limits and within the city's land use control. The Applicant will be requesting a zoning of PAD (Planned Airport Development) for the property. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

There is no dedicated right-of-way included in the annexation. The property is currently adjacent to existing city limits. 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 Airport North Boundary 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.

FISCAL IMPACT:

Fire

The fire department does not expect a notable impact to existing fire/EMS services as

a result of this annexation.

Utilities

There are no expected impacts to City utility provision. The parcels are outside the 201 Sewer Service Area and are not within the City's water service area but are adjacent to Ute Water Districts' water service area. If water service will be needed for these parcels, the airport would need to request that the parcels be included in Ute's service area.

Police

The police department does not expect an impact to existing police services as a result of this annexation.

Public Works

The Public Works department does not expect an impact to services as a result of this annexation.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 41-20, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control Airport North Boundary Annexation, approximately 187.69 acres, located at North-Northwest of the Grand Junction Regional Airport at parcels 2705-154-00-003 and 2701-113-00-002, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Airport North Boundary Annexation, approximately 187.69 acres, located at Parcels 2705-154-00-003 and 2701-113-00-002, and set a public hearing for September 2, 2020.

Attachments

1. Airport North Boundary Annexation Ordinance
2. Airport North Boundary Annexation Petition
3. Airport North Boundary Annexation Plat
4. Airport North Boundary Annexation Referral of Petition Report
5. Airport North Boundary Annexation Schedule
6. Resolution - Referral of Petition (Land Use Control)- Airport North Boundary Annexation
7. Airport North Boundary Annexation Map

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

AIRPORT NORTH BOUNDARY ANNEXATION

**APPROXIMATELY 187.69 ACRES LOCATED NORTH-NORTHWEST OF THE GRAND
JUNCTION REGIONAL AIRPORT AT PARCELS 2705-154-00-003 AND
2701-113-00-002**

WHEREAS, on the 15th day of July, 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 2nd day of September, 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:

AIRPORT NORTH BOUNDARY ANNEXATION

The South ½ of the Northeast ¼ of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 19th day of August, 2020 and ordered published in pamphlet form.

ADOPTED on second reading the 2nd day of September, 2020 and ordered published in pamphlet form.

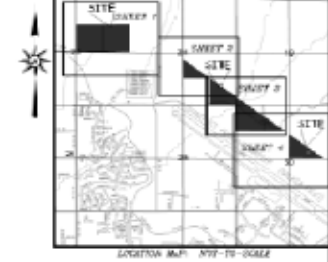
President of the Council

Attest:

City Clerk

AIRPORT NORTH BOUNDARY ANNEXATION

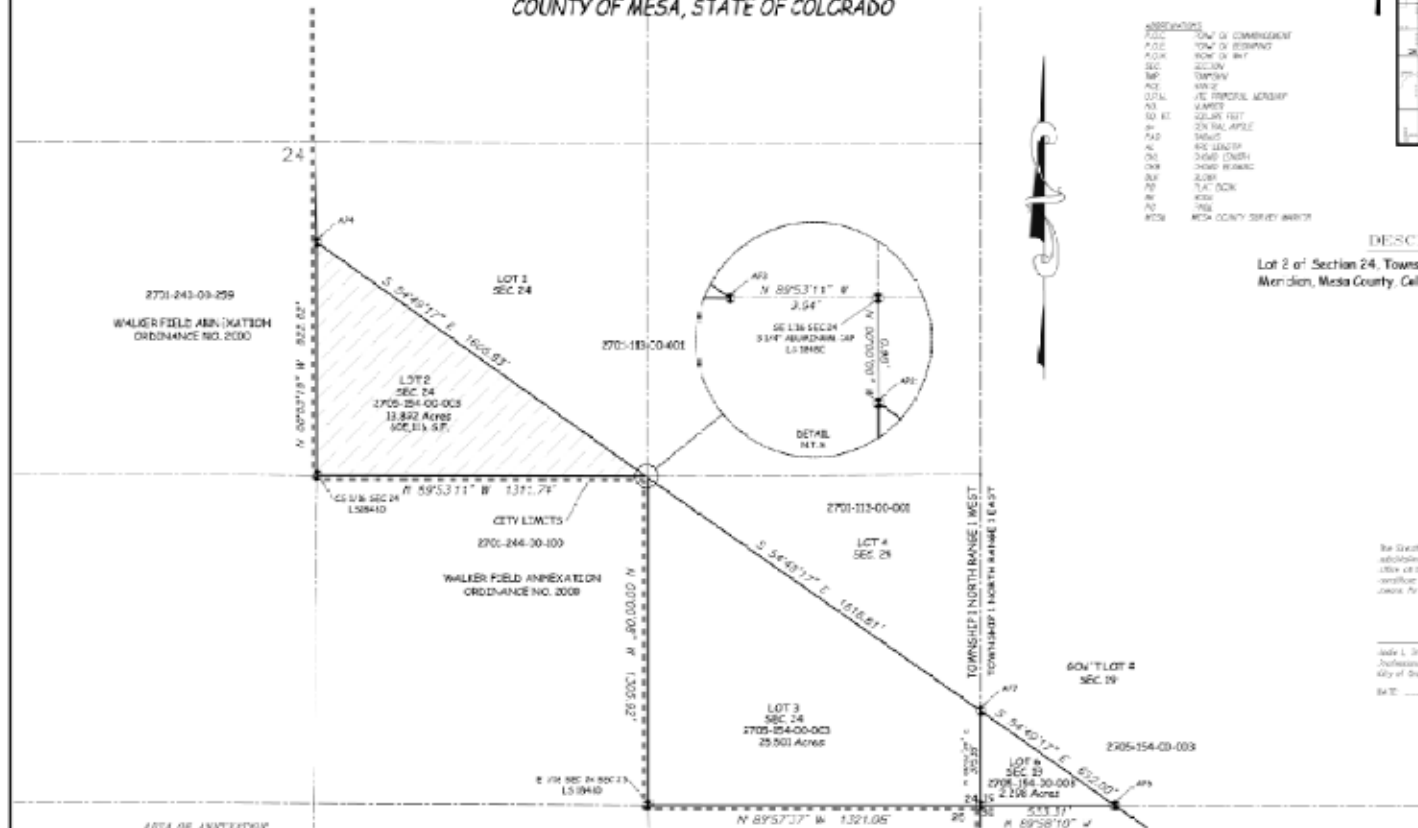
LYING IN SECTION 19 AND 30 TWP 1 NORTH, R6E 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, R6E 1 WEST, UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS**
- PLC - PLAT OF CORRECTED
 - PL - PLAT OF LOTS
 - PLA - PLAT OF AREA
 - SEC - SECTION
 - TWP - TOWNSHIP
 - R6E - RANGE 1 EAST
 - T1N - TOWNSHIP 1 NORTH
 - UTM - UTE MERIDIAN
 - W - WEST
 - E - EAST
 - N - NORTH
 - S - SOUTH
 - ADJ - ADJACENT
 - AS - ASSESSOR'S SURVEY
 - CR - COUNTY RECORD
 - CS - COUNTY SURVEY
 - DC - DISTRICT CORNER
 - DM - DISTRICT MARK
 - EM - EASEMENT
 - ES - EASE
 - FS - FUTURE SURVEY
 - GS - GROUND SURVEY
 - HS - HIGHWAY SURVEY
 - IS - INTERSECTION
 - MS - MESA COUNTY SURVEY
 - NS - NORTH SURVEY
 - OS - OFFICIAL SURVEY
 - PS - PLAT OF SURVEY
 - RS - RECORDED SURVEY
 - SS - SURVEY
 - TS - TOWNSHIP SURVEY
 - US - UTE SURVEY
 - WS - WEST SURVEY

DESCRIPTION

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.



The North and South coordinates herein have been derived from satellite data and are not intended to be used as a substitute for a high accuracy survey and it is not intended to be used as a basis for establishing or verifying property boundary lines.

PRELIMINARY

Scale: 1" = 400.00' (AS SHOWN)
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

LIST OF ANNEXATION

DESCRIPTION	ACRES	SECTION	TOWNSHIP	RANGE	MERIDIAN
LOT 1 SEC. 24	0.26	24	1N	6E	UTM
LOT 2 SEC. 24	11.84	24	1N	6E	UTM
LOT 3 SEC. 24	25.90	24	1N	6E	UTM
LOT 4 SEC. 23	23.12	23	1N	6E	UTM
LOT 5 SEC. 23	23.12	23	1N	6E	UTM
LOT 6 SEC. 23	23.12	23	1N	6E	UTM
LOT 7 SEC. 23	23.12	23	1N	6E	UTM
LOT 8 SEC. 23	23.12	23	1N	6E	UTM
LOT 9 SEC. 23	23.12	23	1N	6E	UTM
LOT 10 SEC. 23	23.12	23	1N	6E	UTM
LOT 11 SEC. 23	23.12	23	1N	6E	UTM
LOT 12 SEC. 23	23.12	23	1N	6E	UTM
LOT 13 SEC. 23	23.12	23	1N	6E	UTM
LOT 14 SEC. 23	23.12	23	1N	6E	UTM
LOT 15 SEC. 23	23.12	23	1N	6E	UTM
LOT 16 SEC. 23	23.12	23	1N	6E	UTM
LOT 17 SEC. 23	23.12	23	1N	6E	UTM
LOT 18 SEC. 23	23.12	23	1N	6E	UTM
LOT 19 SEC. 23	23.12	23	1N	6E	UTM
LOT 20 SEC. 23	23.12	23	1N	6E	UTM

BOUNDARY

BOUNDARY POINTS
BOUNDARY LINES

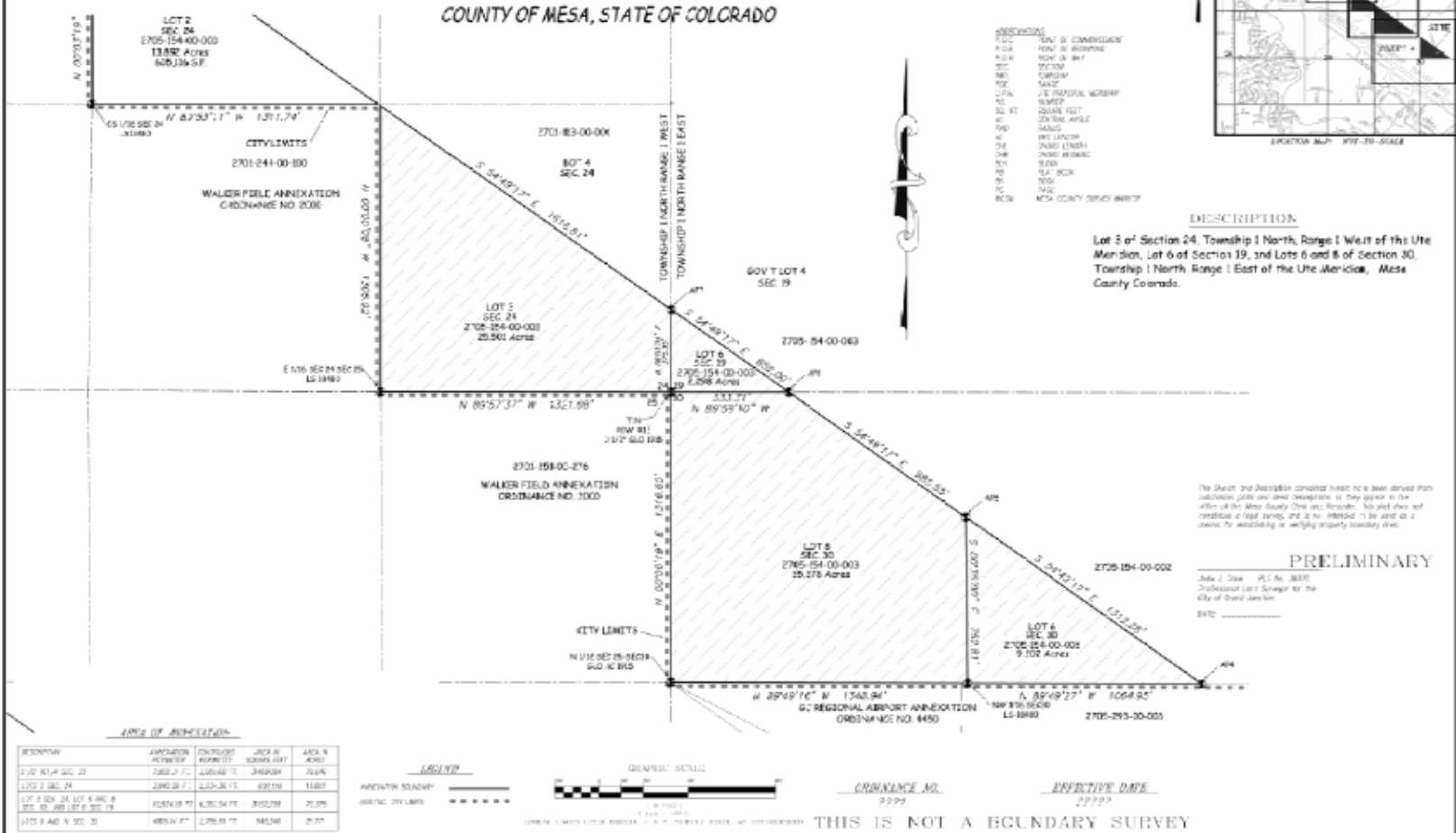
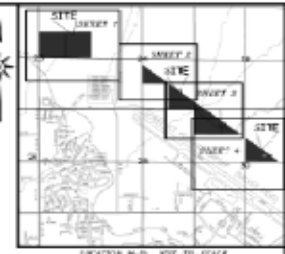
Grand Junction
PUBLIC WORKS
ENGINEERING DIVISION

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY
ANNEXATION

AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS**
- C.D. COUNTY DISTRICT
 - P.C.A. PUBLIC COMMUNITY ACT
 - P.L.R. PUBLIC LANDS
 - S.E.C. SECTION
 - M.C. MUNICIPAL CORPORATION
 - S.A. STATE AGENCY
 - S.P. STATE PROPERTY
 - S.P.A. STATE PROPERTY ACT
 - S.P.F. STATE PROPERTY FUND
 - S.P.L. STATE PROPERTY LAND
 - S.P.R. STATE PROPERTY RECORDS
 - S.P.S. STATE PROPERTY SURVEY
 - S.P.T. STATE PROPERTY TRACT
 - S.P.U. STATE PROPERTY UNIT
 - S.P.V. STATE PROPERTY VOUCHER
 - S.P.W. STATE PROPERTY WARRANT
 - S.P.Z. STATE PROPERTY ZONING
 - S.P. STATE PROPERTY

AREA OF ANNEXATION

SECTION	ACRES	FRONT	DEPT. NO.	DATE
SECTION 19	360.00	1200.00 FT.	248000	04/10
SECTION 23	360.00	1200.00 FT.	248000	04/10
SECTION 24	360.00	1200.00 FT.	248000	04/10
SECTION 30	360.00	1200.00 FT.	248000	04/10



GRANVILLE NO. 2222
EFFECTIVE DATE 2022

THIS IS NOT A BOUNDARY SURVEY

NOTES:
The area shown on this plat is for information only and is not intended to be used as a legal boundary. The area shown on this plat is for information only and is not intended to be used as a legal boundary. The area shown on this plat is for information only and is not intended to be used as a legal boundary.

DRAWN BY: J.L.B. DATE: 02/28/22
DESIGNED BY: J.L.B. DATE: 04/10
CHECKED BY: J.L.B. DATE: 04/10
APPROVED BY: J.L.B. DATE: 04/10

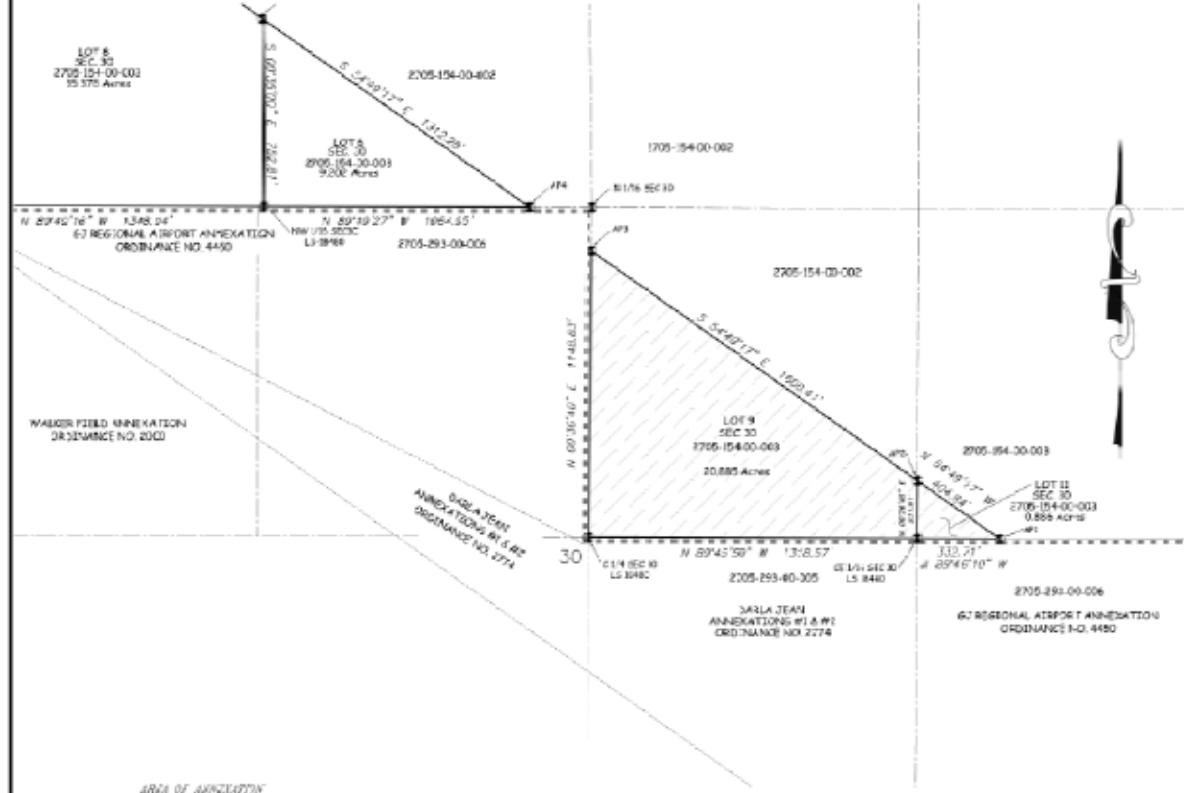
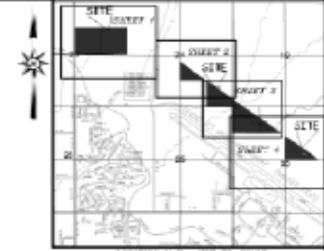


**PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT**

AIRPORT NORTH BOUNDARY ANNEXATION

AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION
Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado.

- ABBREVIATIONS**
- FILE - PLAT OF SUBDIVISION
 - ACR - ACRES
 - ADJ - ADJACENT
 - SEC - SECTION
 - TWP - TOWNSHIP
 - RGE - RANGE
 - UTM - UTE MERIDIAN
 - BLM - BUREAU OF LAND MANAGEMENT
 - CO - COLORADO
 - CTRY - COUNTRY
 - PT - POINT
 - AC - ANGLE
 - ARC - ARC
 - CHORD - CHORD
 - CRD - CURVED
 - SL - STRAIGHT LINE
 - PL - PLAT
 - BL - BLOCK
 - PL - PLAT
 - SEC - SECTION
 - TWP - TOWNSHIP
 - RGE - RANGE
 - UTM - UTE MERIDIAN

AREA OF ANNEXATION

DESCRIPTION	ANEXATION	CONTRIBUTION	AREA IN SQUARE FEET	AREA IN SQUARE FEET
LOT 9 SEC 30 T1N R1E	2,705,154-00-003	20,885 ACRES	1,822,080	1,822,080
LOT 11 SEC 30 T1N R1E	2,705,154-00-003	0,888 ACRES	76,800	76,800
TOTAL		21,773 ACRES	1,898,880	1,898,880



ORDINANCE NO. 7777
EFFECTIVE DATE 7/7/77

PRELIMINARY
July 1, 2025
Professional Land Surveyor for the City of Grand Junction

Notice:
Accuracy is limited by the precision of the original survey data and the quality of the reproduction. It is not intended to be used as a boundary survey.

DESIGNED BY	J.L.B.	DATE	05/20/20
DRAWN BY	J.L.B.	DATE	04/12
CHECKED BY	J.L.B.	DATE	04/12
APPROVED BY	J.L.B.	DATE	04/12



PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY ANNEXATION

**AIRPORT NORTH BOUNDARY ANNEXATION
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: Northern edge of Grand Junction Regional Airport property, most recently deed to the airport from the BLM

Tax ID # 2701-113-00-002

Tax ID #2701-113-00-002 and #2705-154-00-003



PROPERTY DESCRIPTION

Ute Principal Meridian, Colorado T. 1 N., R. 1 E., Sec 19, lot 6; Sec 30, lots 6,8,9 and 11 T. 1 N., R. 1 W., Sec 23, S1/2NE1/4; Sec 24, lots 2 and 3. Containing 188.04 acres.

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Airport North Boundary Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

Grand Junction Regional Airport
NAME

2828 Walker Field Drive, GJ, CO 81506
ADDRESS


SIGNATURE

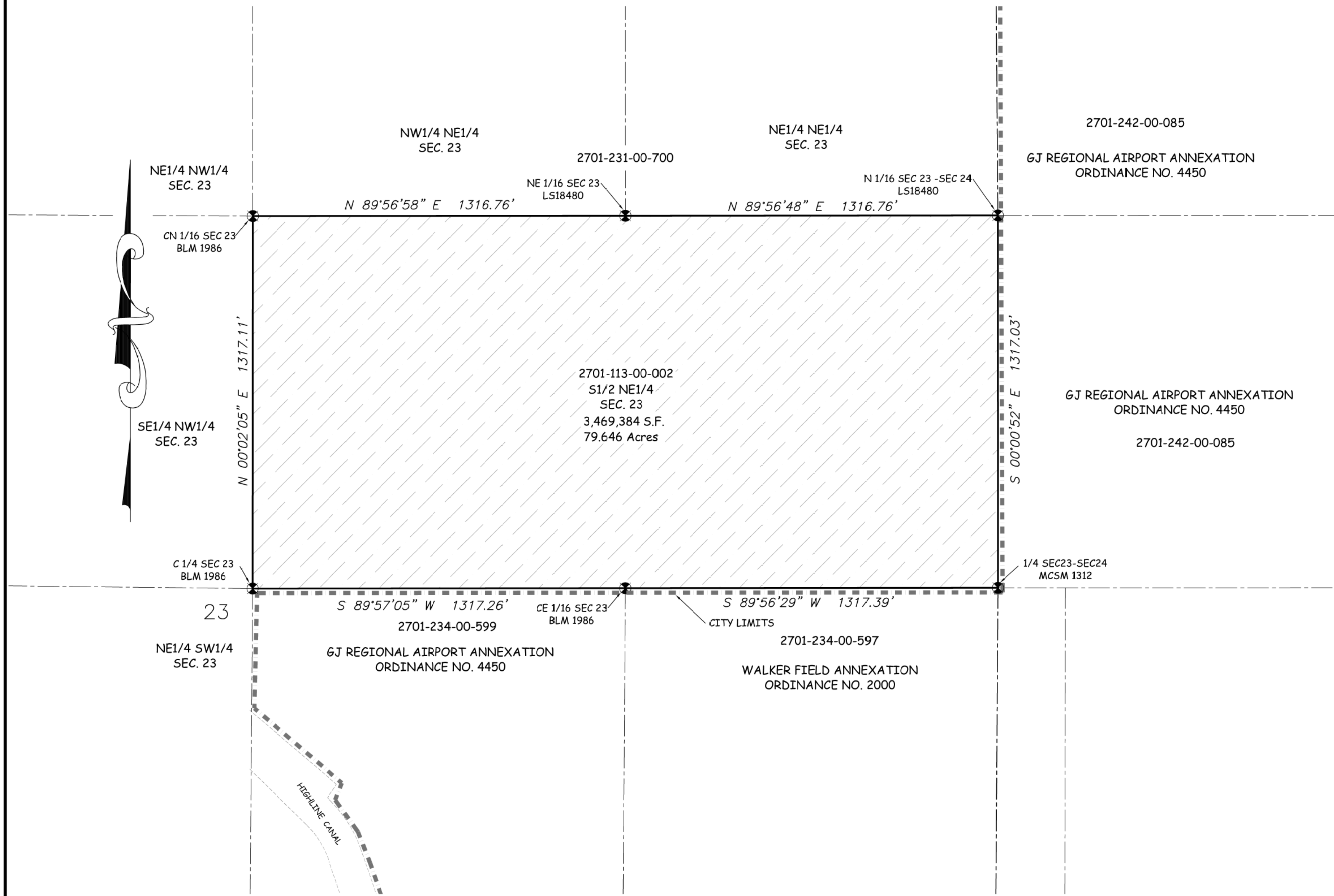
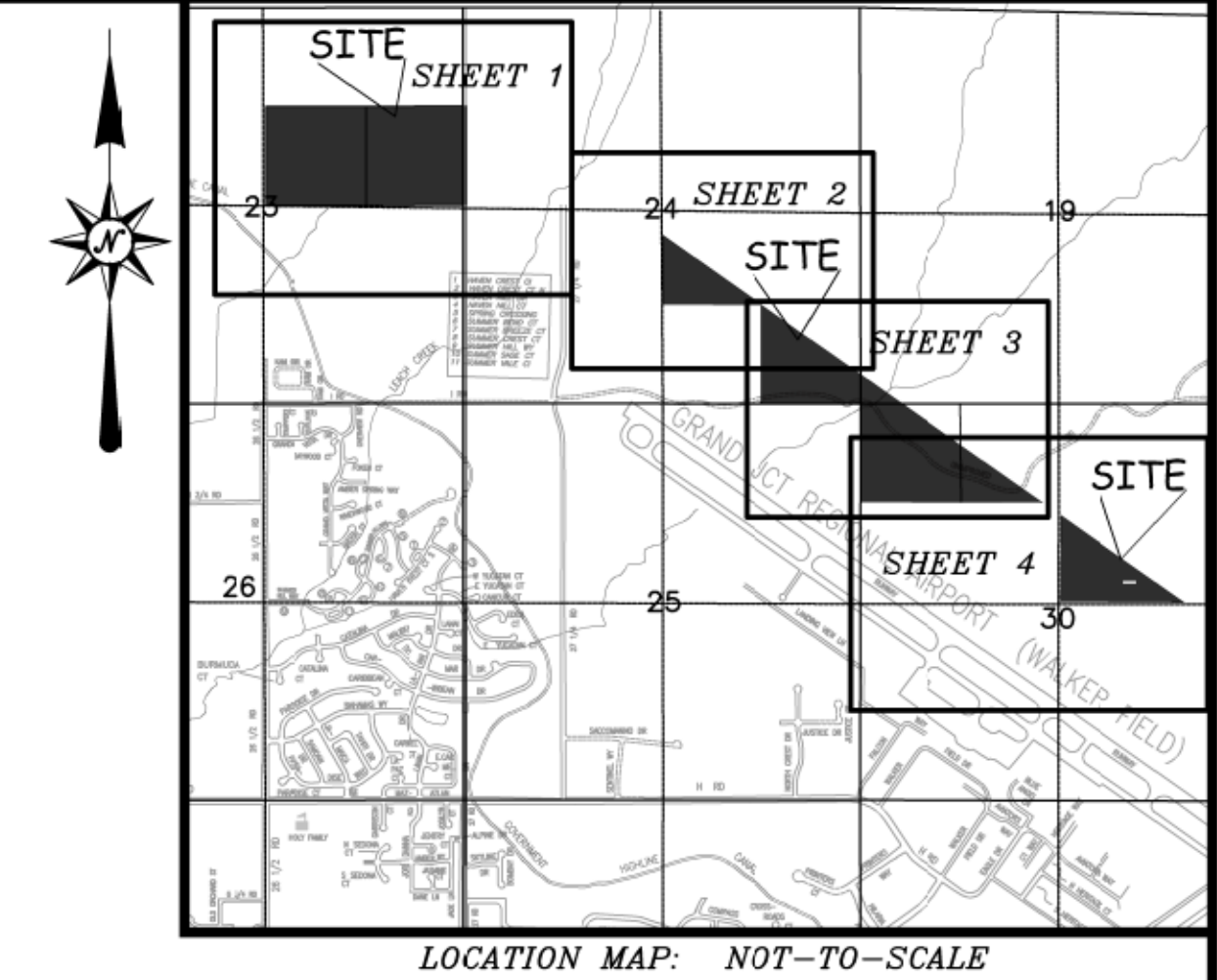
5/21/2020
DATE

Angela Padalecki Executive Director
Name and Title of person signing

(Airport North Boundary Annexation Petition)

AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



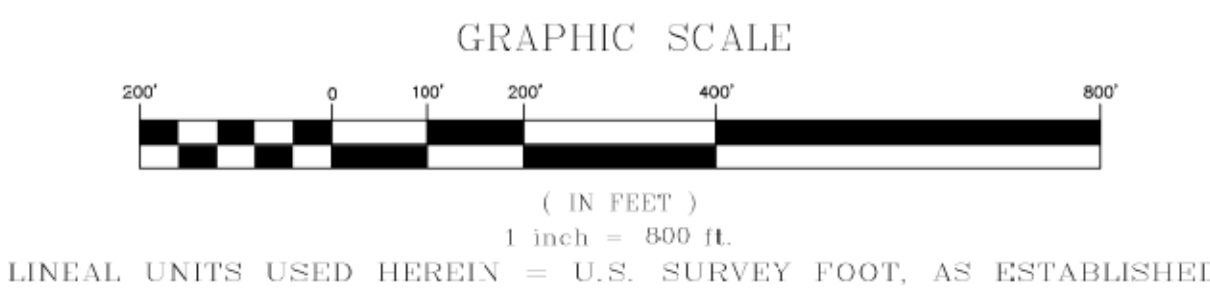
DESCRIPTION
The South 1/2 of the Northeast 1/4 of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.P.M. UTE PRINCIPAL MERIDIAN
 - NO. NUMBER
 - SQ. FT. SQUARE FEET
 - Δ= CENTRAL ANGLE
 - RAD. RADIUS
 - AL. ARC LENGTH
 - CHL. CHORD LENGTH
 - CHB. CHORD BEARING
 - BLK. BLOCK
 - PB. PLAT BOOK
 - BK. BOOK
 - PG. PAGE
 - MCSM. MESA COUNTY SURVEY MARKER

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
LOTS 2 SEC. 24	3,840.29 FT.	2,234.36 FT.	605,116	13.892
LOT 3 SEC. 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,924.18 FT.	6,357.54 FT.	3,152,798	72.378
LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771

LEGEND
ANNEXATION BOUNDARY ———
EXISTING CITY LIMITS - - - - -



ORDINANCE NO. ????
EFFECTIVE DATE ?????
THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

Jodie L Grein PLS No. 38075
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

Notice:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover 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 herein.

DRAWN BY J.L.G. DATE 03-02-20
DESIGNED BY _____ DATE _____
CHECKED BY J.L.G. DATE _____
APPROVED BY _____ DATE _____

SCALE
1" = 200'

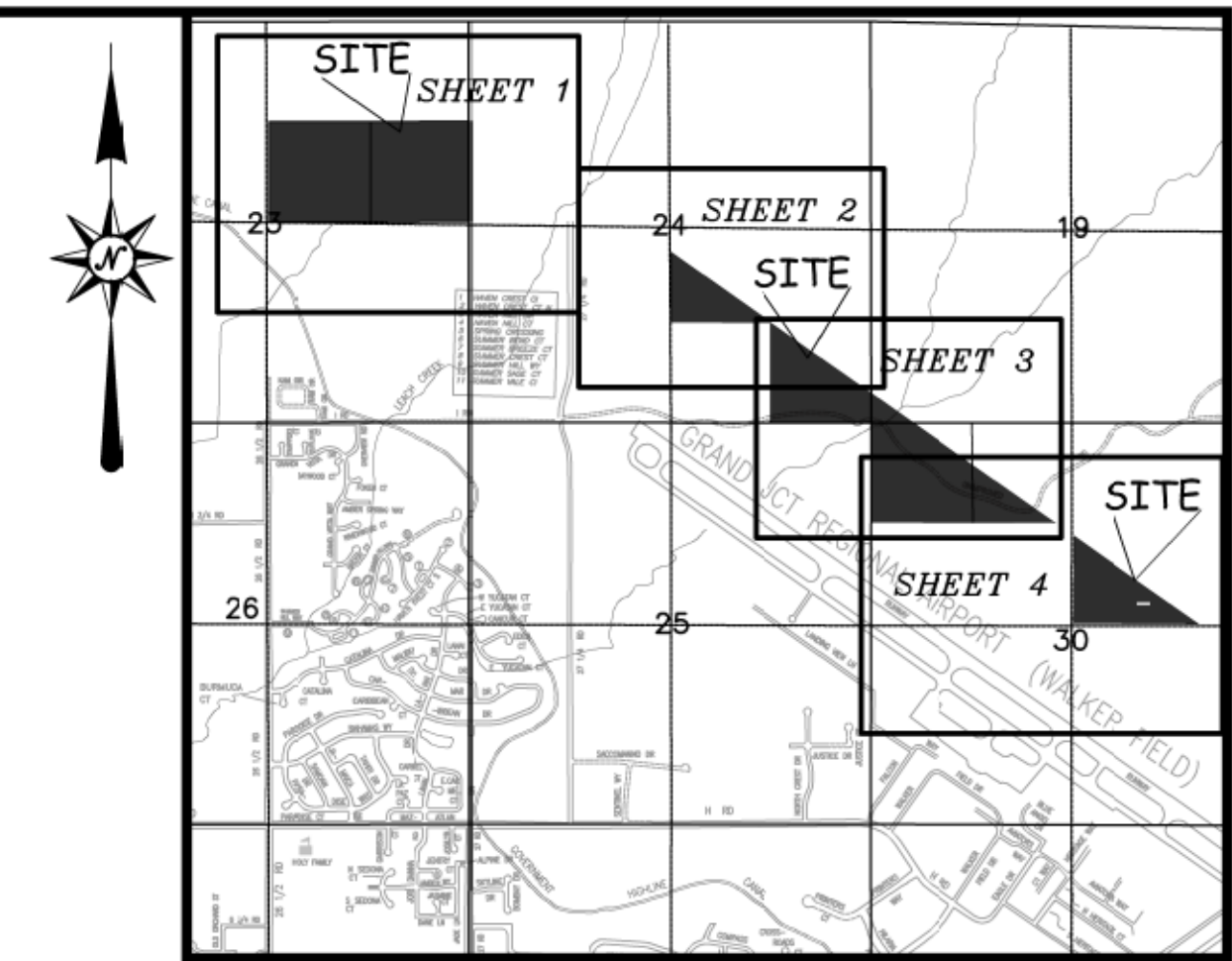


PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY
ANNEXATION

AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS**
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 - Z= CENTRAL ANGLE
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 - PB. PLAT BOOK
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 - PG. PAGE
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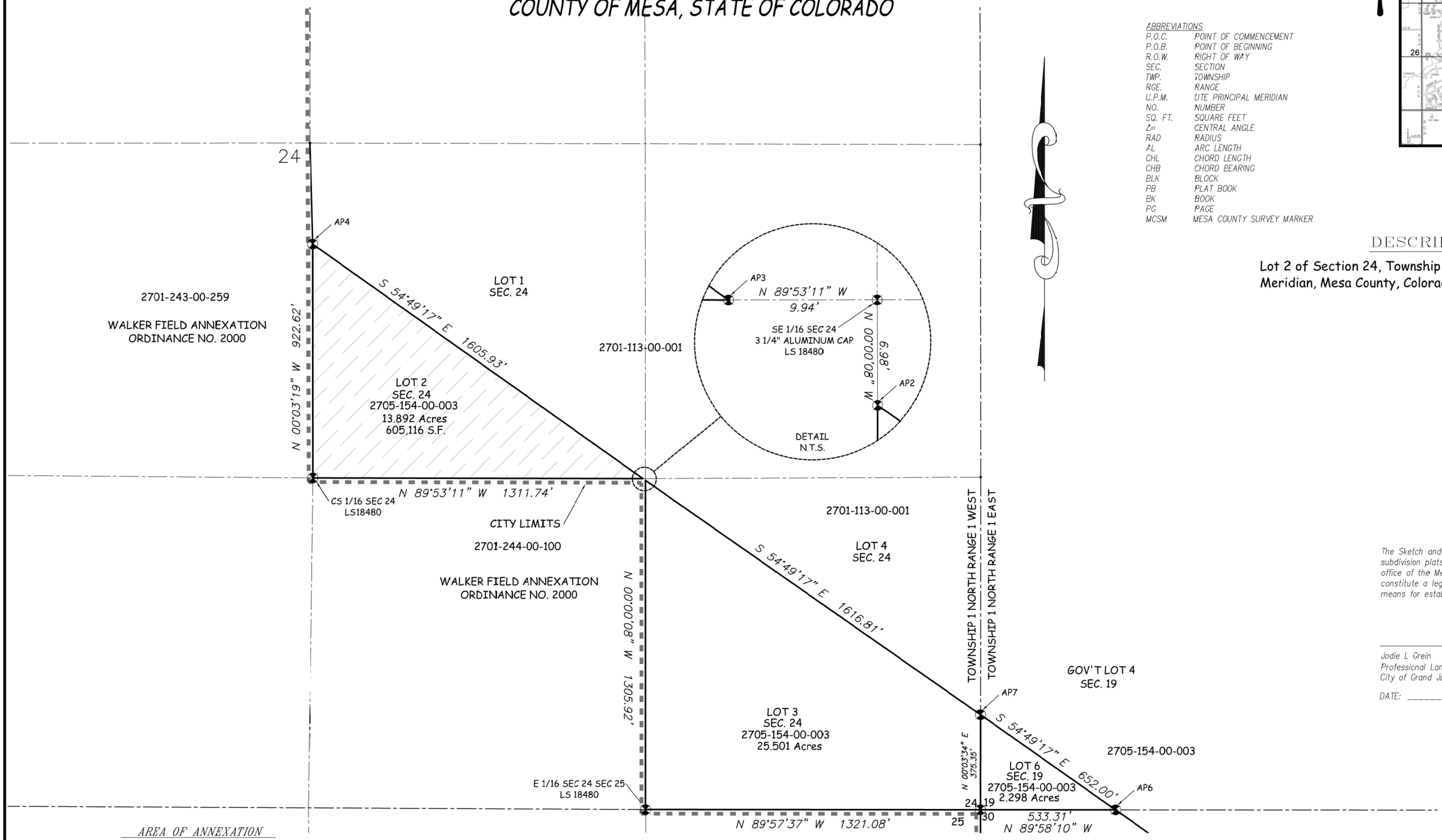
DESCRIPTION

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

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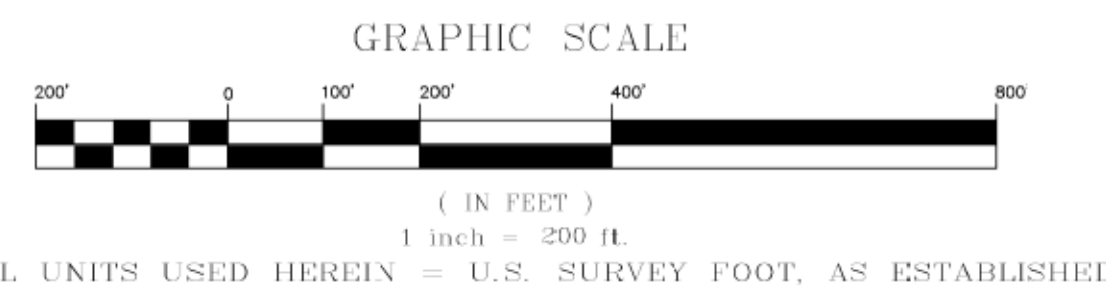
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Jodie L Grein PLS No. 38075
Professional Land Surveyor for the
City of Grand Junction
DATE: _____



AREA OF ANNEXATION

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
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LOT 3 SEC. 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,924.18 FT.	6,357.54 FT.	3,152,798	72.378
LOTS 9 AND 11 SEC. 30	4,805.16 FT.	2,799.91 FT.	948,346	21.771



ORDINANCE NO. _____
?????

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CHECKED BY J.L.G. DATE _____
APPROVED BY _____ DATE _____

SCALE
1" = 200'

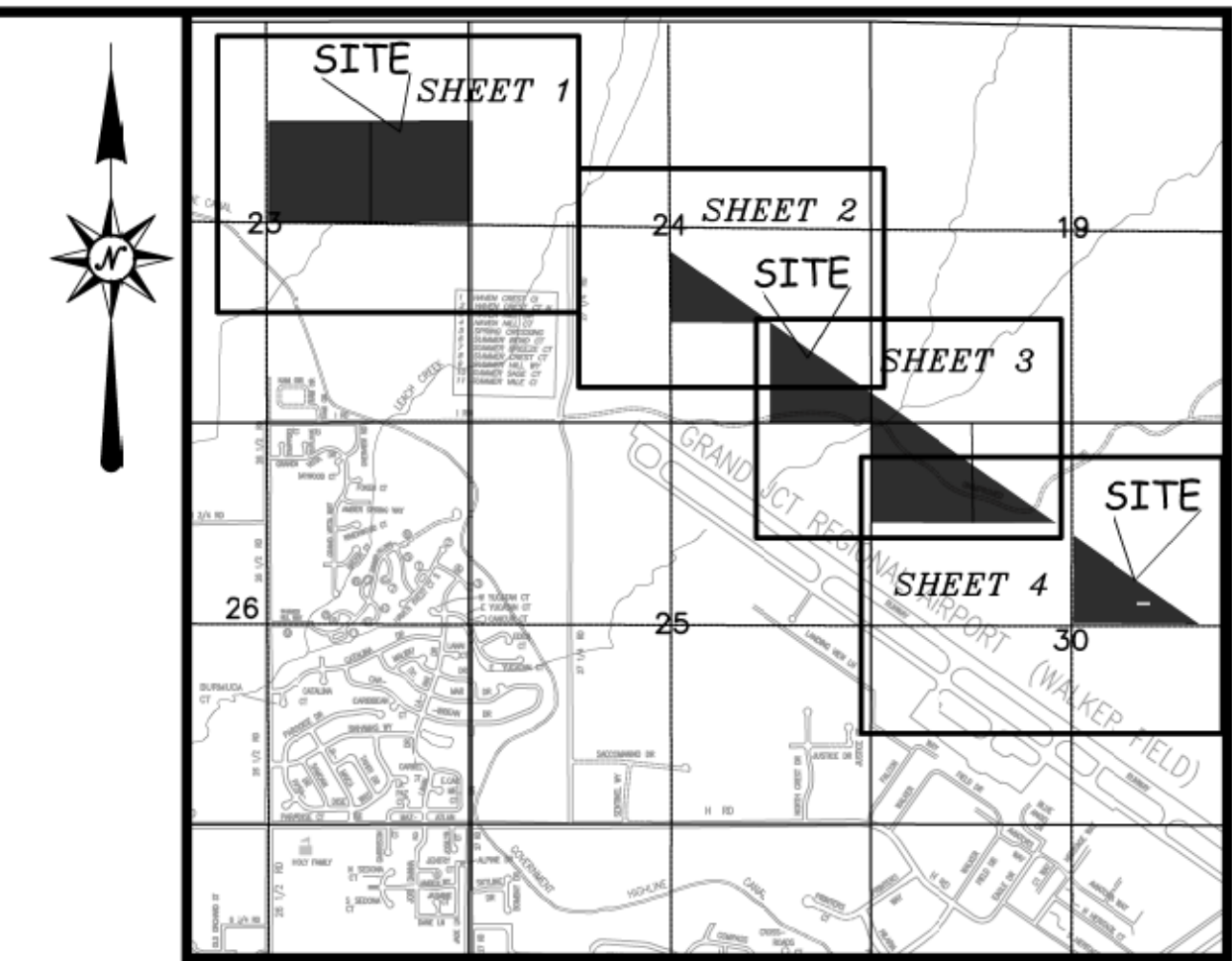


PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY
ANNEXATION

AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN
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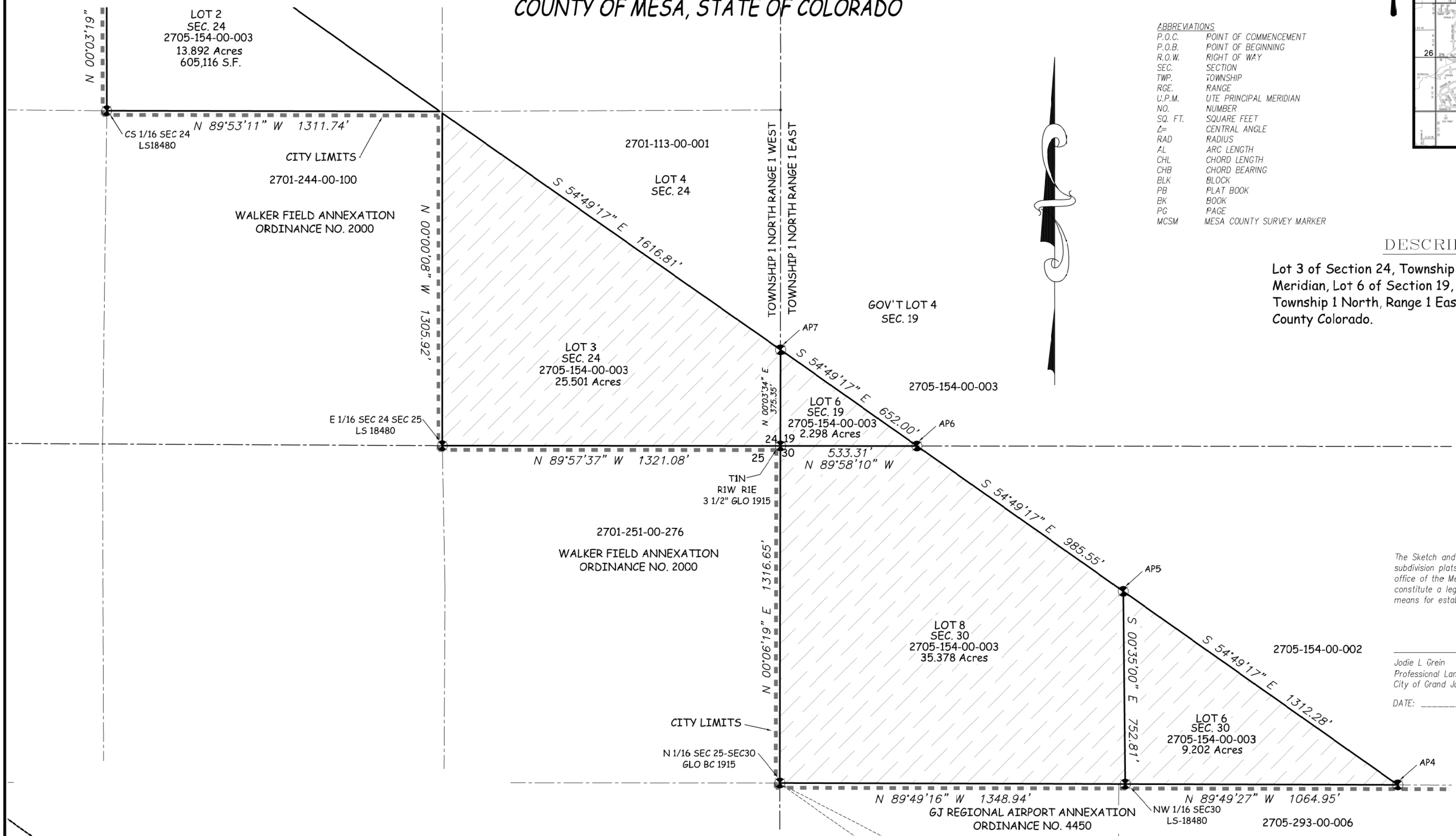
DESCRIPTION

Lot 3 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Lot 6 of Section 19, and Lots 6 and 8 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County Colorado.

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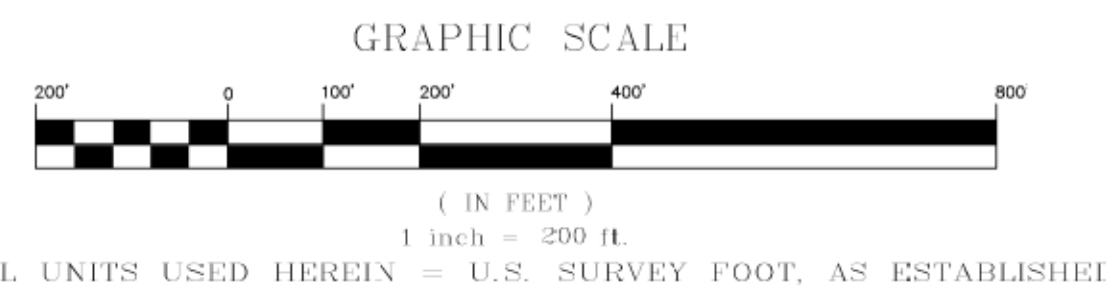
PRELIMINARY

Jodie L Grein PLS No. 38075
Professional Land Surveyor for the
City of Grand Junction
DATE: _____



AREA OF ANNEXATION

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
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LOTS 2 SEC. 24	3,840.29 FT.	2,234.36 FT.	605,116	13.892
LOT 3 SEC. 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,924.18 FT.	6,357.54 FT.	3,152,798	72.378
LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771



ORDINANCE NO. _____
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EFFECTIVE DATE _____
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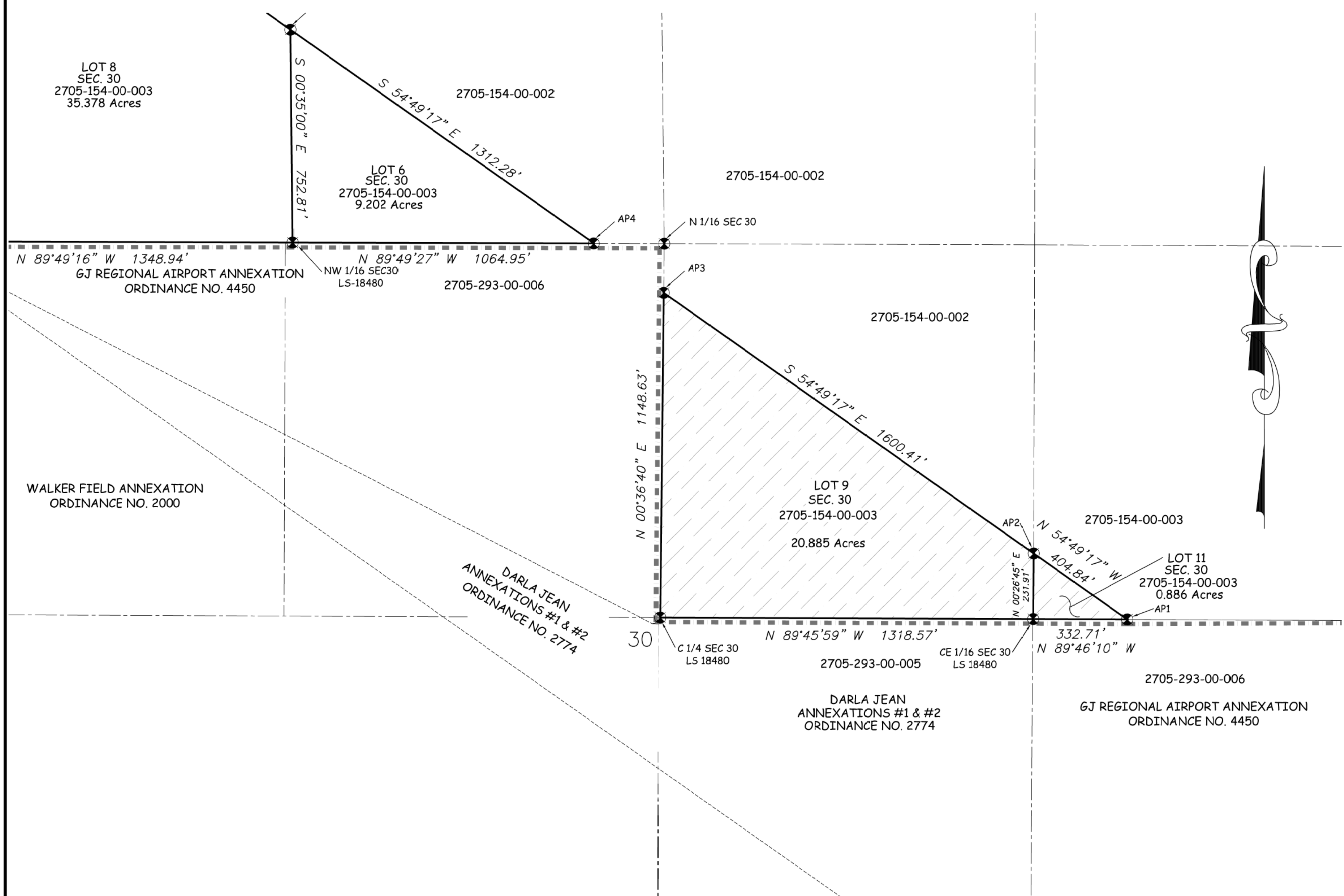
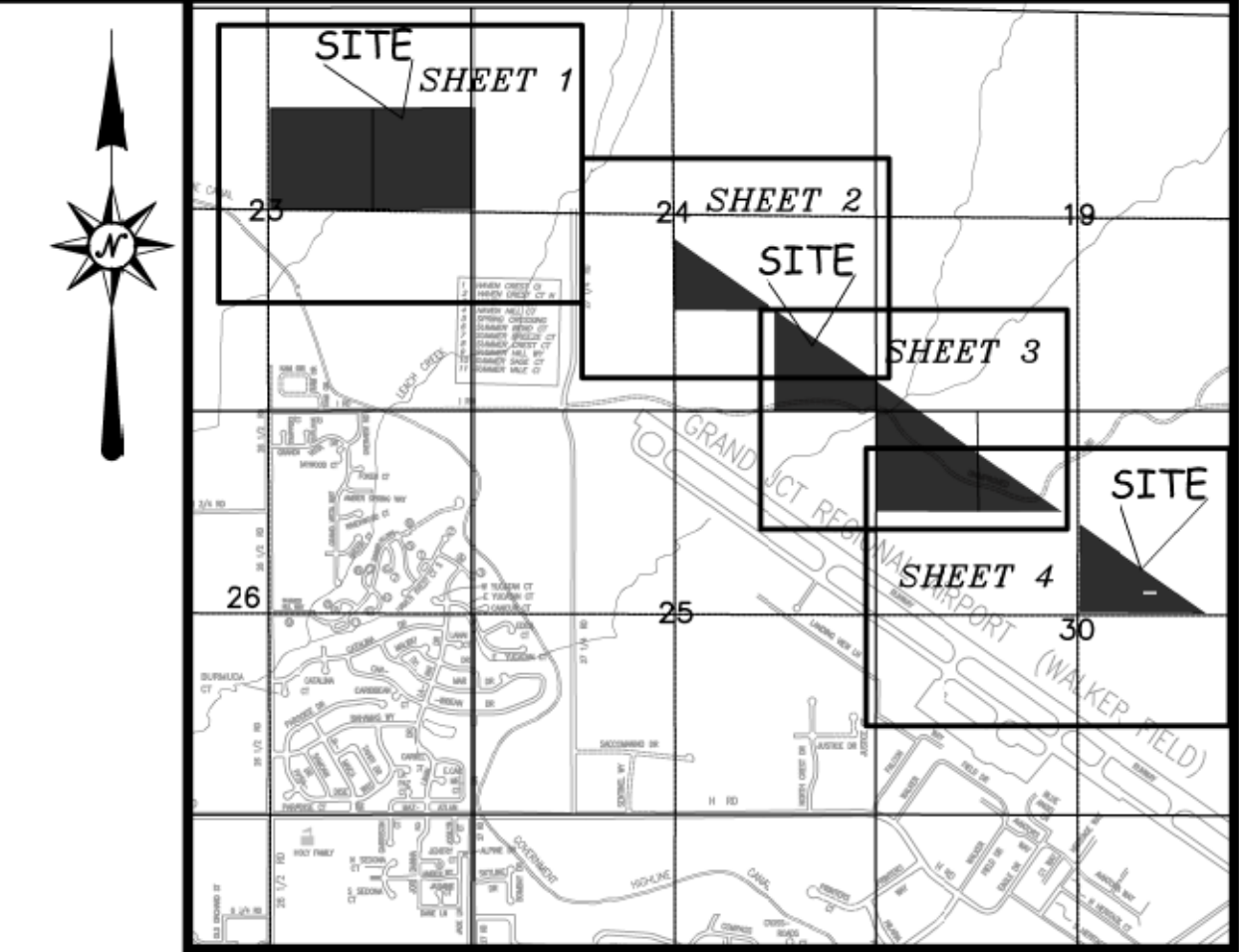


PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY
ANNEXATION

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COUNTY OF MESA, STATE OF COLORADO



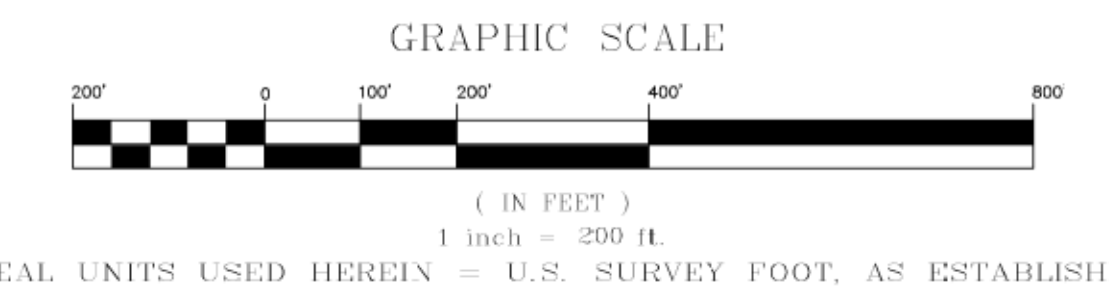
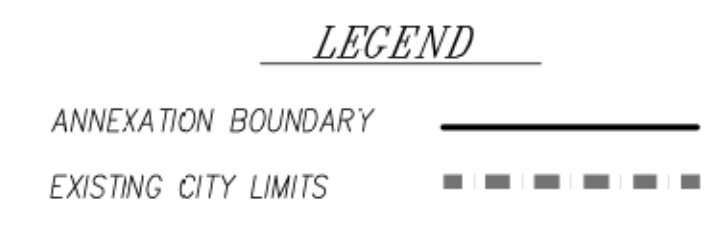
DESCRIPTION
Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado.

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.P.M. UTE PRINCIPAL MERIDIAN
 - NO. NUMBER
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LGTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771



ORDINANCE NO.
?????

EFFECTIVE DATE
?????

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

Jodie L Grein PLS No. 38075
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

Notice:
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DRAWN BY J.L.G. DATE 03-02-20
DESIGNED BY _____ DATE _____
CHECKED BY J.L.G. DATE _____
APPROVED BY _____ DATE _____

SCALE
1" = 200'



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY
ANNEXATION



Grand Junction City Council

Regular Session

	Item #
<u>Meeting Date:</u>	July 15, 2020
<u>Presented By:</u>	Landon Hawes, Senior Planner
<u>Department:</u>	Community Development
<u>Submitted By:</u>	Landon Hawes, Senior Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Airport North Boundary Annexation of 187.69 Acres, Located at Parcels 2705-154-00-003 and 2701-113-00-002

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Airport North Boundary Annexation, introducing the proposed Ordinance and setting a hearing for September 2, 2020.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Regional Airport, is requesting to annex 187.69 acres located at Parcels 2705-154-00-003 and 2701-113-00-002. There is no publicly dedicated right-of-way proposed with this annexation request. The owner is requesting annexation in anticipation of a new runway for the airport being developed at some point, which constitutes "annexable

development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

The Airport North Boundary Annexation consists of two parcels of land totaling 187.69 acres of land located; the parcel numbers are 2705-154-00-003 and 2701-113-00-002. The land was previously owned by the federal Bureau of Land Management but has now been turned over to the Grand Junction Regional Airport. The Applicant wishes to annex the property into City limits in order to construct a second airport runway at some point in the future. The Applicant will be requesting a zoning of PAD (Planned Airport Development) for the property. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. The expansion of the airport use is allowed in the PAD zone district.

There is no dedicated right-of-way included in the annexation. The property is currently adjacent to existing city limits. 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 Airport North Boundary 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.

FISCAL IMPACT:

Fire

The fire department does not expect a major impact to existing fire/EMS services as a result of this annexation.

Utilities

No impacts to Utilities. The parcels are outside the 201 Sewer Service Area. The parcels are not within the City's water service area and adjacent to Ute Water Districts' water service area. If water service will be needed for these parcels, the airport would need to request that the parcels be included in Ute's service area.

Police

The police department does not expect an impact to existing police services as a result of this annexation.

Public Works

The Public Works department does not anticipate an impact to existing services as a result of this annexation.

SUGGESTED MOTION:

I move to adopt Resolution No. _____, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the Airport North Boundary Annexation, approximately 187.69 acres, located at Parcels 2705-154-00-003 and 2701-113-00-002, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Airport North Boundary Annexation, approximately 187.69 acres, located at Parcels 2705-154-00-003 and 2701-113-00-002, and set a hearing for September 2, 2020.

Attachments

1. Site Location & Zoning Maps, etc.
2. Airport North Boundary Annexation Schedule & Summary
3. Resolution - Referral of Petition – Airport North Boundary Annexation
4. Annexation Ordinance

AIRPORT NORTH BOUNDARY ANNEXATION SCHEDULE

July 15, 2020	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
July 28, 2020	Planning Commission considers Zone of Annexation
August 19, 2020	Introduction of a Proposed Ordinance on Zoning by City Council
September 2, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 4, 2020	Effective date of Annexation

ANNEXATION SUMMARY

File Number:	ANX-2020-283
Location:	Walker Field
Tax ID Numbers:	2701-113-00-002 and 2705-154-00-003
# of Parcels:	2
Existing Population:	0
# of Parcels (owner occupied):	0
# of Dwelling Units:	0
Acres land annexed:	187.69
Developable Acres Remaining:	187.69
Right-of-way in Annexation:	None
Previous County Zoning:	AFT
Proposed City Zoning:	PAD
Current Land Use:	Vacant
Future Land Use:	Airport
Values:	Assessed: \$1,780
	Actual: \$1,780
Address Ranges:	Same as Grand Junction Regional Airport
Special Districts:	Water: Colorado River Water Conservancy
	Library: Mesa County Library District
	School: District 51

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 15th day of July, 2020, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

AIRPORT NORTH BOUNDARY ANNEXATION

**APPROXIMATELY 187.69 ACRES LOCATED NORTH-NORTHWEST OF THE GRAND
JUNCTION REGIONAL AIRPORT AT PARCELS 2705-154-00-003 AND
2701-113-00-002**

WHEREAS, on the 15th day of July, 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:

AIRPORT NORTH BOUNDARY ANNEXATION

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 2nd day of September, 2020, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any 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; whether any of the land is now subject to other

annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 15th day of July, 2020.

President of the Council

Attest:

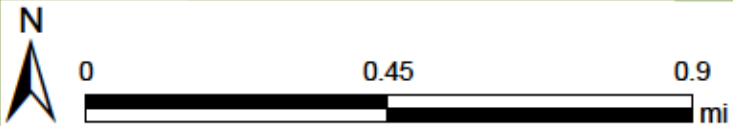
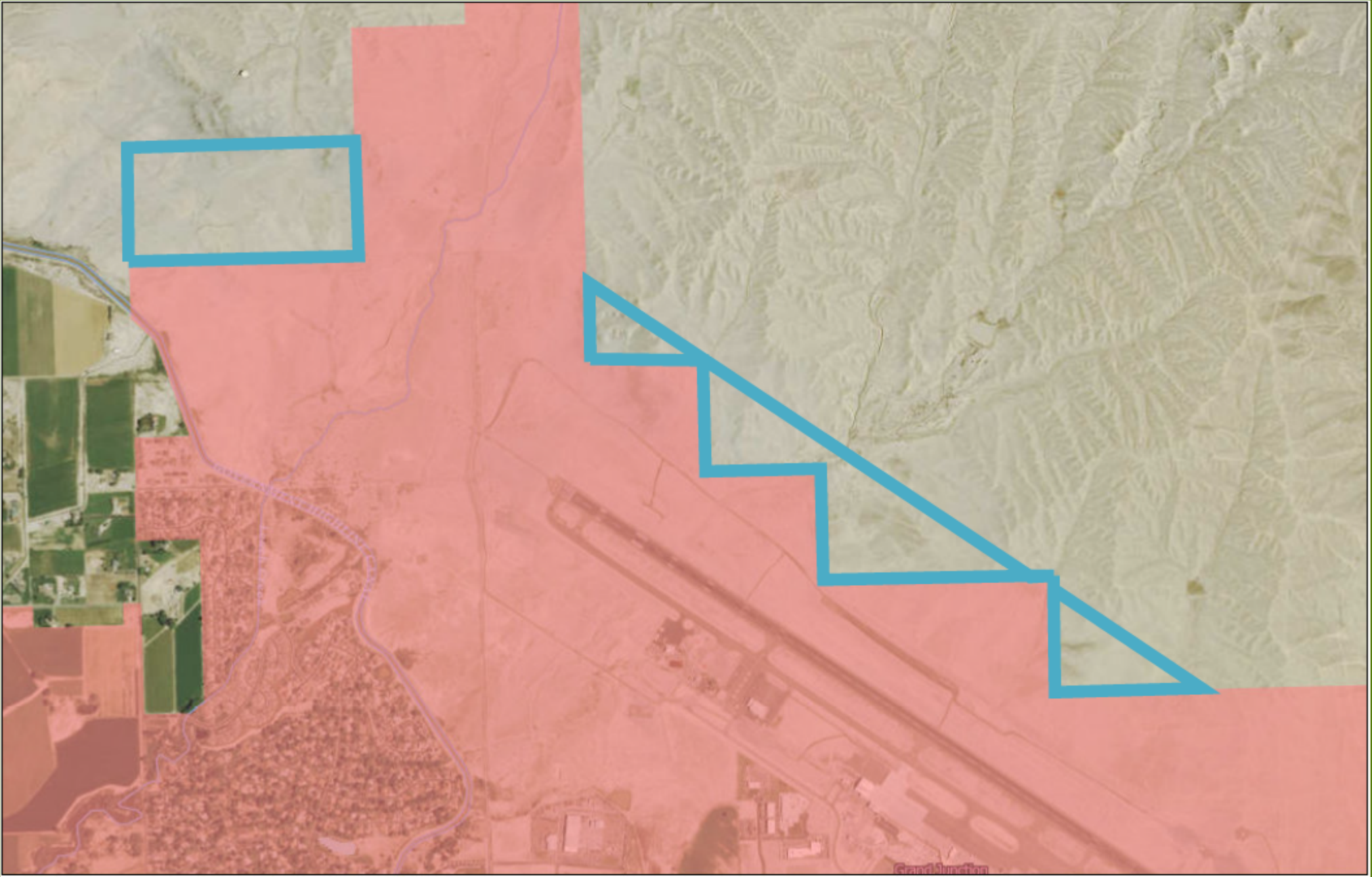
City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
July 17th, 2020
July 24th, 2020
July 31st, 2020
August 7th, 2020

Airport North Boundary Annexation



Printed: 7/7/2020

1 inch = 1,505 feet



Grand Junction City Council

Regular Session

Item #2.b.iv.

Meeting Date: July 15, 2020

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Amending Ordinance 4938 Annexing Territory to the City of Grand Junction, Colorado for the Annexation Known as the Magnus Court Annexation of 45.543-Acres, Located at the West End of Magnus Court and Set Second Reading for August 5, 2020

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

Ordinance 4938, and specifically the exhibit and plat regarding the Magnus Court Annexation are being amended to include the work prepared by City Surveyor Renee Parent.

BACKGROUND OR DETAILED INFORMATION:

City Council reviewed and approved Ordinance 4938 on June 15, 2020 for the Magnus Court Annexation, which annexed a total of 45.543-Acres located at the west end of Magnus Court in the Redlands. The Annexation Plat was prepared by the previous City Surveyor. During the review and approval process, the City hired a new City Surveyor who will prepare the annexation plat. No other aspects of the annexation are changing with this amended Ordinance; however, the record annexation documents are being finalized by City Surveyor and those are included in the amended ordinance.

FISCAL IMPACT:

There are no fiscal impacts related to this request.

SUGGESTED MOTION:

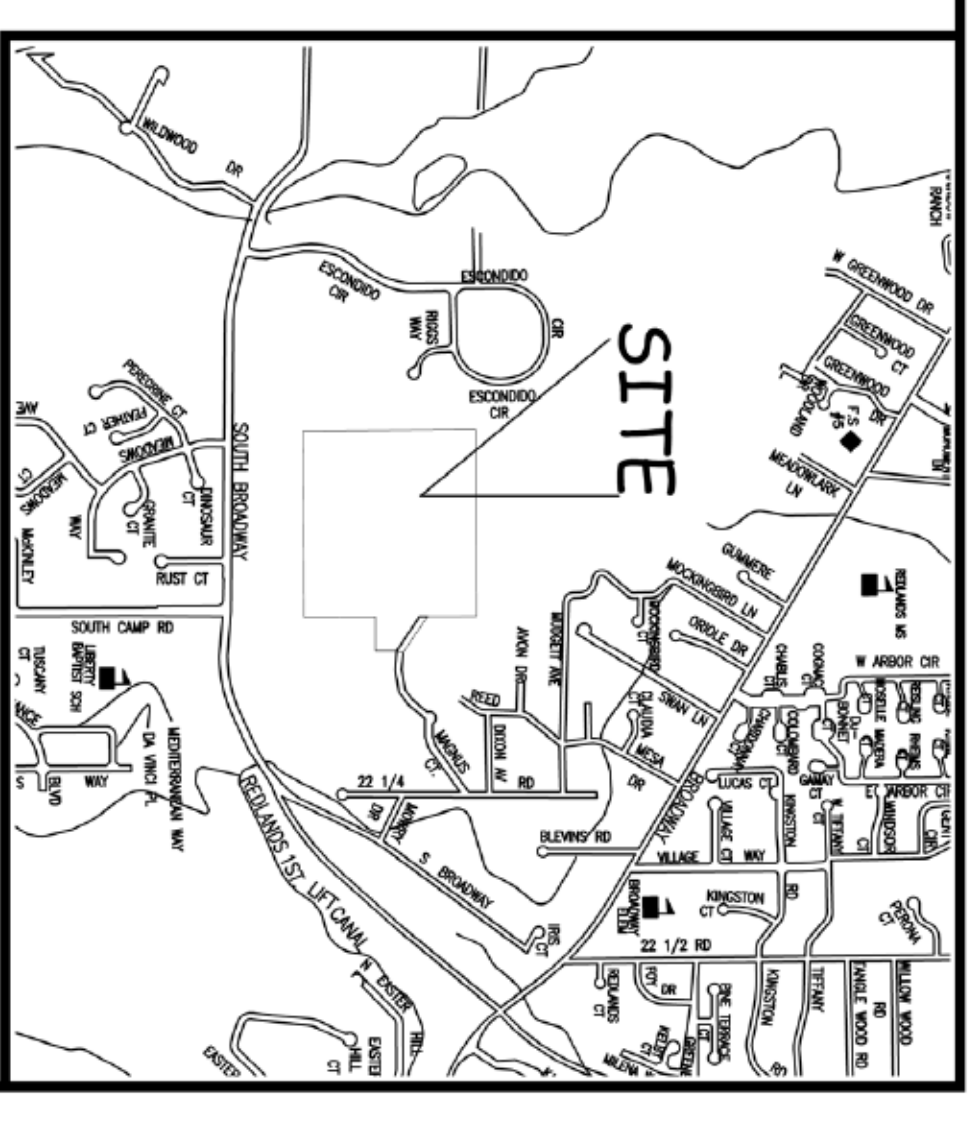
I move to introduce a proposed Ordinance amending Ordinance 4938 annexing territory to the City of Grand Junction, Colorado, Magnus Court Annexation, approximately 45.543-Acres, located at the West End of Magnus Court and set Second Reading for August 5, 2020.

Attachments

1. Magnus Court Annexation approved
2. Magnus Court Annexation RBP updates 7-9-2020 - for review
3. Annexation Ordinance - Amending Ordinance 4938 - Magnus Court Annexation

MAGNUS COURT ANNEXATION

LYING IN THE N 1/2 OF LOT 1 OF SECTION 18, TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN
AND LOT 1 OF SECTION 26, TWP 11 SOUTH, RGE 101 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

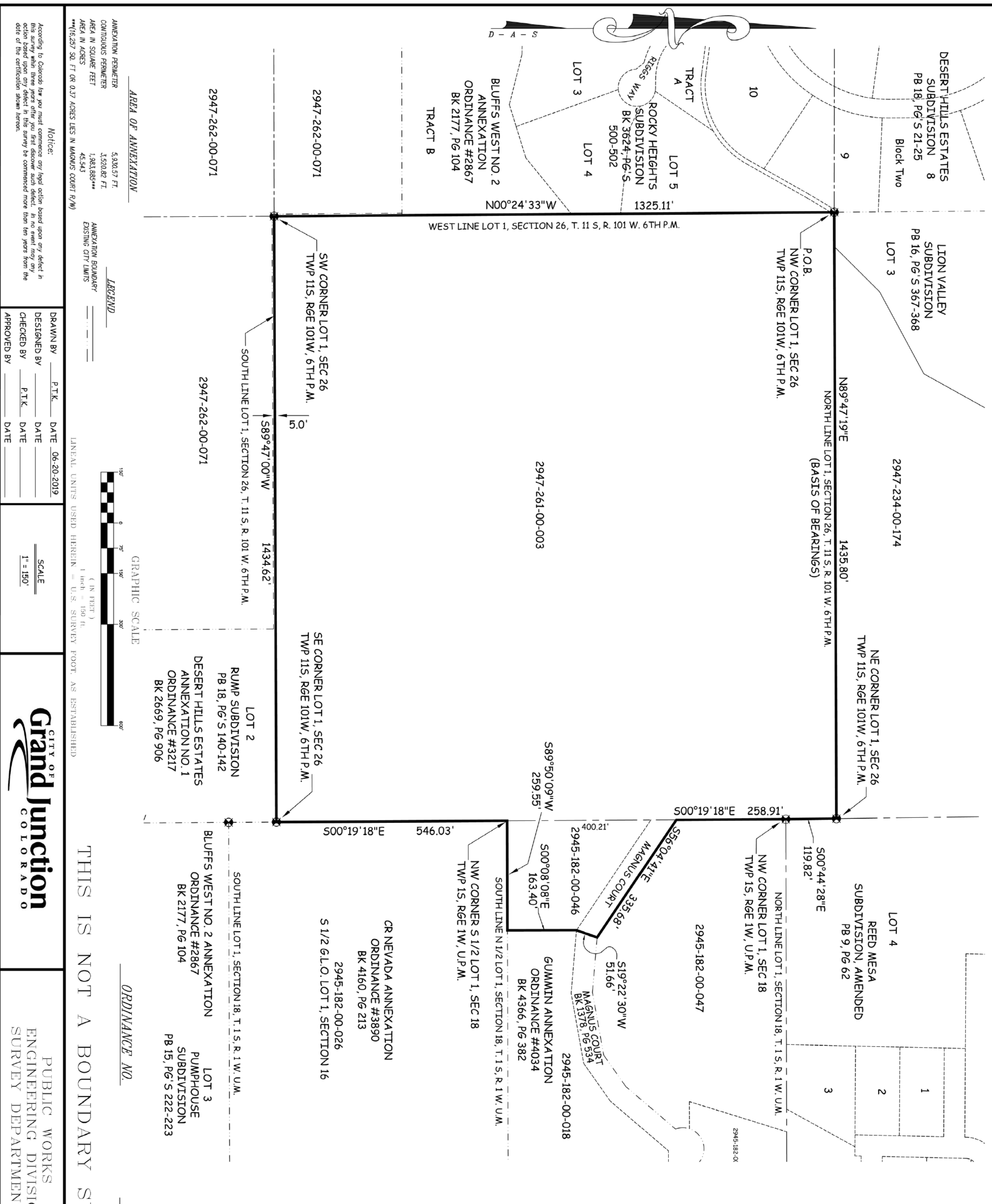


DESCRIPTION

A certain parcel of land lying in the North Half (N-1/2) of Government Lot 1 of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian and all of Government Lot 1 of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Government Lot 1 of Section 26 and assuming the North line of said Government Lot 1 of Section 26 bears N 89°47'19" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°47'19" E, along the North line of said Government Lot 1, a distance of 1,435.80 feet to a point being the Northeast corner of said Government Lot 1, thence S 00°44'28" E, along the East line of said Government Lot 1, a distance of 119.82 feet, more or less, to a point being the Northwest corner of Government Lot 1 of said Section 18; thence S 00°19'18" E, along the West line of Government Lot 1 of said Section 18, a distance of 258.91 feet, more or less, to a point on the North right of way for Magnus Court, as same is recorded in Book 1378, Page 534, Public Records of Mesa County, Colorado; thence S 56°04'41" E, along the North right of way for said Magnus Court, a distance of 335.68 feet, more or less, to a point being the Northwest corner of Gummint Annexation, City of Grand Junction, Ordinance No. 4034, as same is recorded in Book 4366, Page 382, Public Records of Mesa County, Colorado; thence S 19°22'30" W, along the West line of said Gummint Annexation, a distance of 51.66 feet; thence S 00°08'08" E, continuing along the West line of said Gummint Annexation, a distance of 163.40 feet to a point on the South line of the N-1/2 of said Government Lot 1 of Section 18; thence S 89°50'09" W, along said South line and the North line of the CR Nevada Annexation, City of Grand Junction, Ordinance No. 3890, as same is recorded in Book 4160, Page 213, Public Records of Mesa County, Colorado, a distance of 259.55 feet to a point being on the East line of said Government Lot 1 of Section 26; thence S 00°19'18" E, along the East line of said Government Lot 1 of Section 26, a distance of 546.03 feet to a point being the Southeast corner of said Government Lot 1 of Section 26; thence S 89°47'00" W, along the South line of said Government Lot 1 of Section 26, a distance of 1,434.62 feet to a point being the Southwest corner of said Government Lot 1 of Section 26; thence N 00°24'33" W, along the West line of said Government Lot 1 of Section 26, a distance of 1,325.11 feet, more or less, to the Point of Beginning.

NOTE: The Gummint Annexation was prepared and became effective March 25th, 2007. A Boundary Line Agreement was re-recorded on 4/12/2016 with Reception Number 2756698. Public Records of Mesa County, Colorado. The Gummint Annexation was prepared using a line that differs from the latter agreed upon Boundary Line Agreement.



ABBREVIATIONS:	POINT OF COMMENCEMENT
P.O.C.	POINT OF BEGINNING
P.O.B.	RIGHT OF WAY
R.O.W.	SECTION
SEC.	TOWNSHIP
TWP.	RANGE
RGE.	UTE PRINCIPAL MERIDIAN
U.P.M.	NUMBER
NO.	SQ. FT.
SQ. FT.	SQUARE FEET
Δ	CENTRAL ANGLE
Δ	RADIUS
RAO	ARC LENGTH
AL	CHORD LENGTH
CHL	CHORD BEARING
CHB	BLOCK
BLK	PLAT BOOK
PG	BOOK
BK	PAGE
PG	

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ORDINANCE NO. 2945-182-00-026
S 1/2 G.L.O. LOT 1, SECTION 16

EFFECTIVE DATE

PREPARED BY PETER T. KROCK, PLS No. 32824
Professional Land Surveyor for the City of Grand Junction

DATE:

AREA OF ANNEXATION
ANNEXATION PERIMETER 5,303.57 FT
CONTIGUOUS PERIMETER 3,520.82 FT
AREA IN SQUARE FEET 1,983,885.44
AREA IN ACRES 45.543
***16,237 SQ. FT OR 0.37 ACRES LIES IN MAGNUS COURT (N/W)

LEGEND
ANNEXATION BOUNDARY
EXISTING CITY LIMITS

GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.
U.S. SURVEY FOOT, AS ESTABLISHED

DRAMA BY P.T.K. DATE 06-20-2019
DESIGNED BY P.T.K. DATE
CHECKED BY P.T.K. DATE
APPROVED BY DATE

SCALE 1" = 150'

CITY OF Grand Junction COLORADO

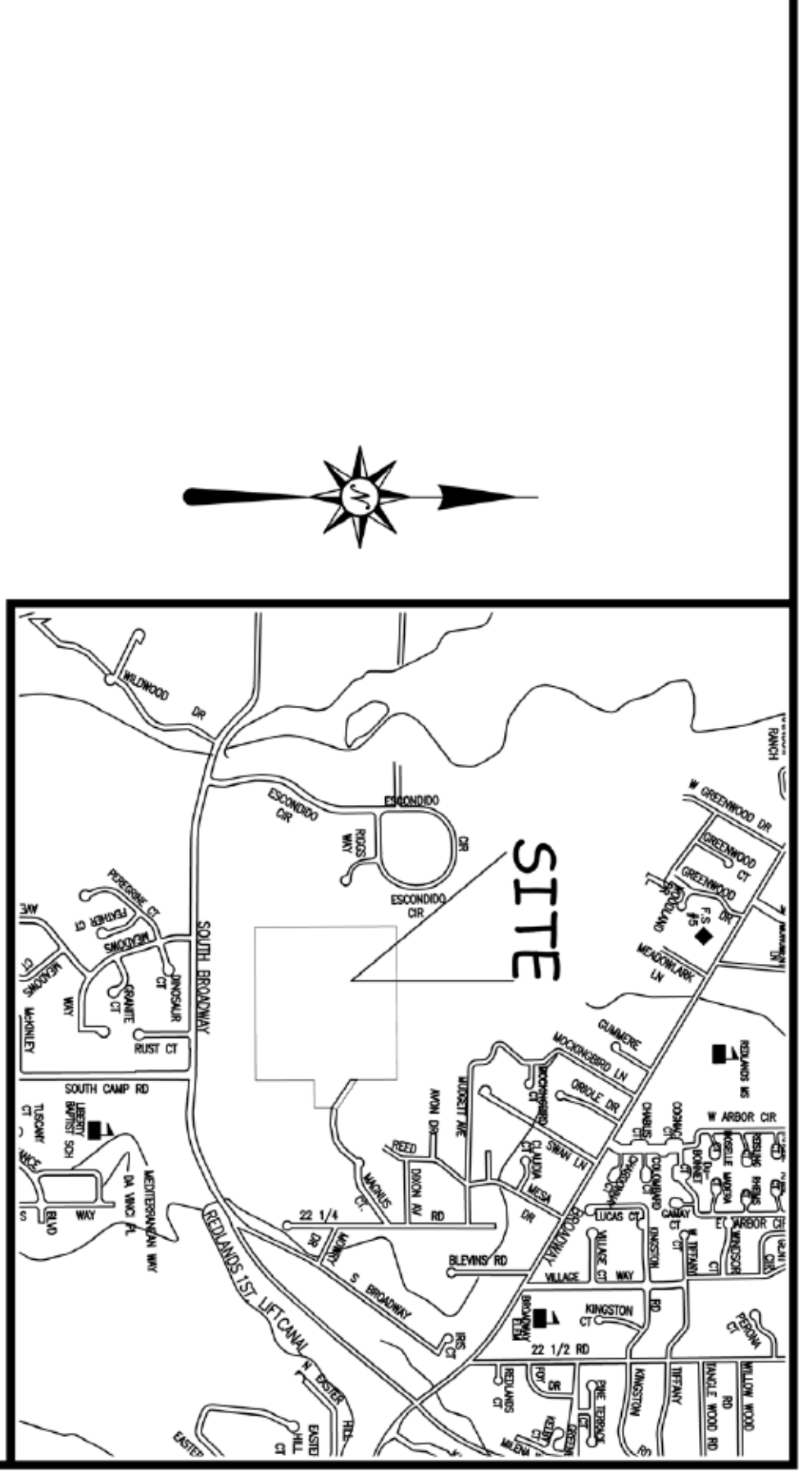
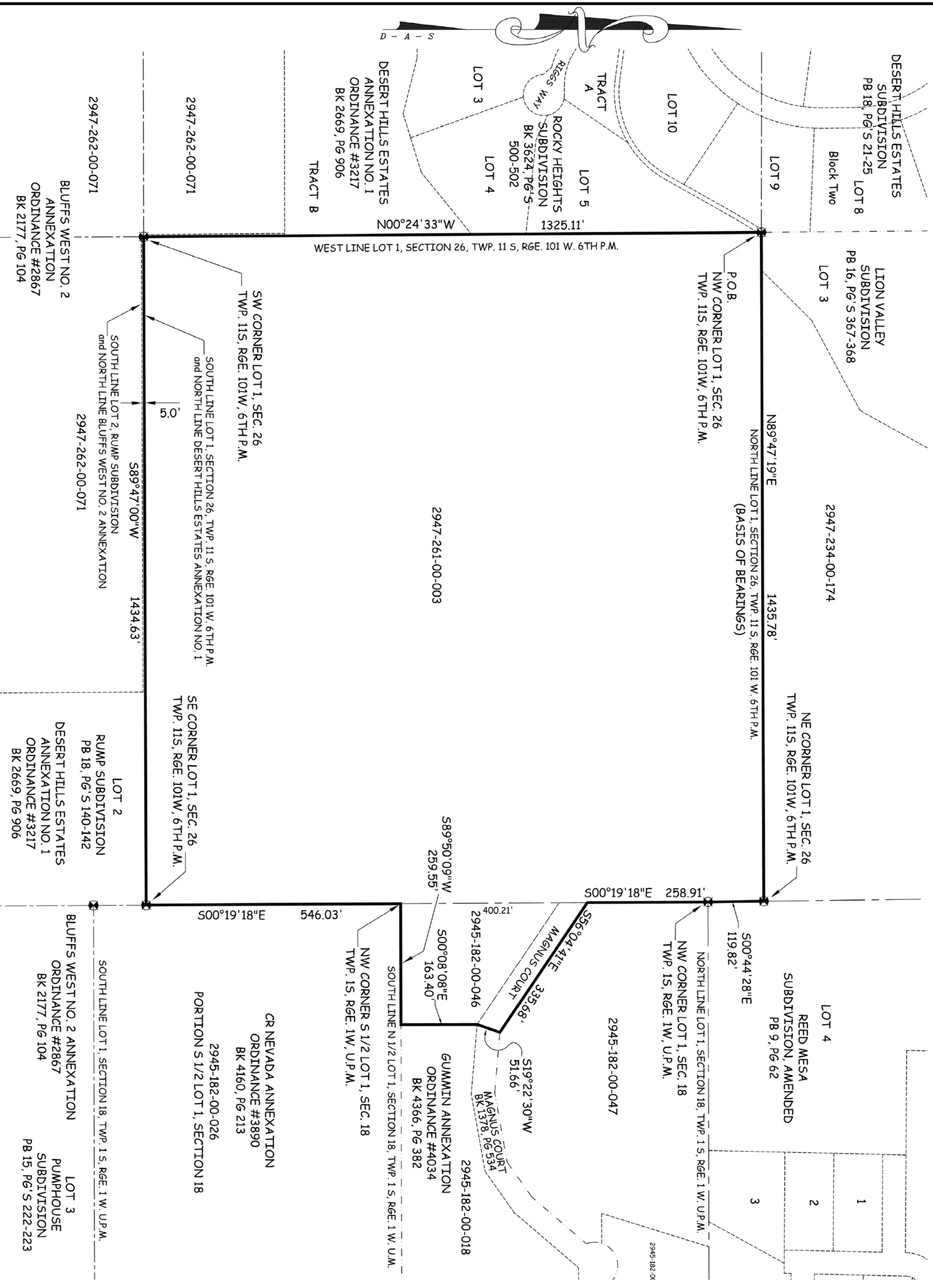
PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT

MAGNUS COURT ANNEXATION

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

MAGNUS COURT ANNEXATION

LYING IN THE N 1/2 OF LOT 1 OF SECTION 18, TWP. 1 SOUTH, RGE. 1 WEST, UTE PRINCIPAL MERIDIAN AND LOT 1 OF SECTION 26, TWP. 11 SOUTH, RGE. 101 WEST, 6TH PRINCIPAL MERIDIAN COUNTY OF MESA, STATE OF COLORADO



DESCRIPTION

A parcel of land lying in the North Half (N-1/2) of Government Lot 1 of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian and all of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Government Lot 1 of Section 26 and assuming the North line of said Government Lot 1 of Section 26 bears N 89°47'19" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°47'19" E, along the North line of said Government Lot 1, a distance of 1,435.78 feet to the Northeast corner of said Government Lot 1; thence S 00°44'28" E along the East line of said Government Lot 1 a distance of 119.82 feet to the Northwest corner of said Government Lot 1 of Section 18; thence S 00°19'18" E along the West line of said Government Lot 1 of Section 18 a distance of 258.91 feet to a point on the North right of way for Magnus Court, as same is recorded in Book 1378, Page 534, Public Records of Mesa County, Colorado; thence S 56°04'41" E, along said North right of way for said Magnus Court, a distance of 335.68 feet to the Northwest corner of Gummim Annexation, City of Grand Junction, Ordinance No. 4034, as same is recorded in Book 4366, Page 382, Public Records of Mesa County, Colorado; thence S 19°22'30" W, along the West line of said Gummim Annexation, a distance of 51.66 feet; thence S 00°08'08" E, continuing along the West line of said Gummim Annexation, a distance of 163.40 feet to a point on the South line of the N-1/2 of said Government Lot 1 of Section 18; thence S 89°50'09" W, along said South line also being the North line of the CR Nevada Annexation, City of Grand Junction, Ordinance No. 3890, as same is recorded in Book 4160, Page 213, Public Records of Mesa County, Colorado, a distance of 259.55 feet to a point on the East line of said Government Lot 1 of Section 26; thence S 00°19'18" E, along the East line of said Government Lot 1 of Section 26, a distance of 546.03 feet to the Southeast corner of said Government Lot 1 of Section 26; thence S 89°47'00" W, along the South line of said Government Lot 1 of Section 26, a distance of 1,434.63 feet to the Southwest corner of said Government Lot 1 of Section 26; thence N 00°24'33" W, along the West line of said Government Lot 1 of Section 26, a distance of 1,325.11 feet to the Point of Beginning.

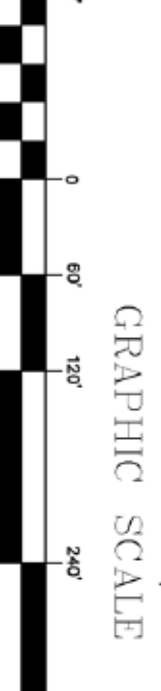
NOTE: The Gummim Annexation was prepared and became effective March 23th, 2007. A Boundary Line Agreement was re-recorded on 4/12/2016 with Reception Number 27565698, Public Records of Mesa County, Colorado. The Gummim Annexation was prepared using a line that differs from the latter agreed upon Boundary Line Agreement.

ABBREVIATIONS	POINT OF COMMENCEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
AC.	ACRE
RAO.	RADIUS
AL.	ARC LENGTH
CHL.	CHORD LENGTH
CHB.	CHORD BEARINGS
BLK.	BLOCK
PB.	PLAT BOOK
BK.	BOOK
PG.	PAGE
P.M.	PRINCIPAL MERIDIAN
P.L.S.S.	PUBLIC LAND SURVEY SYSTEM

The Sketch and Description contained herein have been derived from subdivision plats, annexation plats, deposited land survey plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

AREA OF ANNEXATION
ANNEXATION PERIMETER 5,930.57 FT.
CONTIGUOUS PERIMETER 3,520.83 FT.
AREA IN SQUARE FEET 1,983,863 SQ. FT.
AREA IN ACRES 45.543
***16,260 SQ. FT. OR 0.37 ACRES LESS IN MAGNUS COURT R.O.W.

LEGEND
PL.S.S. Lines
LOT & PARCEL BOUNDARIES
EXISTING CITY LIMITS
CORNER OF PL.S.S. PARCEL



ORDINANCE NO. 4938
EFFECTIVE DATE July 17, 2020

Renae B. Pirent, PLS No. 38266
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

Notice: According to Colorado law you must commence any legal action based upon any defect in this plat within 90 days of the date of the certification shown hereon. No action based upon any defect in this survey shall be commenced more than ten years from the date of the certification shown hereon.

DRAWN BY R.B.F. **DATE** 07-10-2020
DESIGNED BY _____ **DATE** _____
CHECKED BY _____ **DATE** _____
APPROVED BY _____ **DATE** _____

SCALE 1" = 120'
LINEAL UNITS USED HEREIN = U.S. SURVEY FOOT, AS ESTABLISHED



PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT

MAGNUS COURT ANNEXATION

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING ORDINANCE 4938 CONCERNING THE
MAGNUS COURT ANNEXATION**

RECITALS:

On June 15, 2020 City Council reviewed and approved Ordinance 4938 for the Magnus Court Annexation. Ordinance 4938 annexed a total of 45.543 acres located at the west end of Magnus Court in the Redlands to the City.

The Annexation Plat was prepared by the previous City Surveyor; however, during the review and approval process, the City hired a new City Surveyor who will prepare the annexation documents. No other aspect of the annexation or Ordinance 4938 is changing with this amended Ordinance; however, the record annexation documents are being prepared and finalized by City Surveyor Parent and those are included in this amending ordinance.

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

That Ordinance 4938 is hereby amended to reflect and include the survey, plat and annexation documents prepared by and made of record by City Surveyor Parent.

The annexation documents, which were prepared by City Surveyor Parent, are substantially and materially the same as those referenced in and supporting Ordinance 4938 and differ only in the regard that Ms. Parent is, as of the date of this Ordinance, the Surveyor of record for the City.

To the extent necessary or required the revised and amended annexation documents shall relate back and otherwise be controlling for purposes of the annexation

INTRODUCED on first reading on the 15th day of July 2020 and ordered published in pamphlet form.

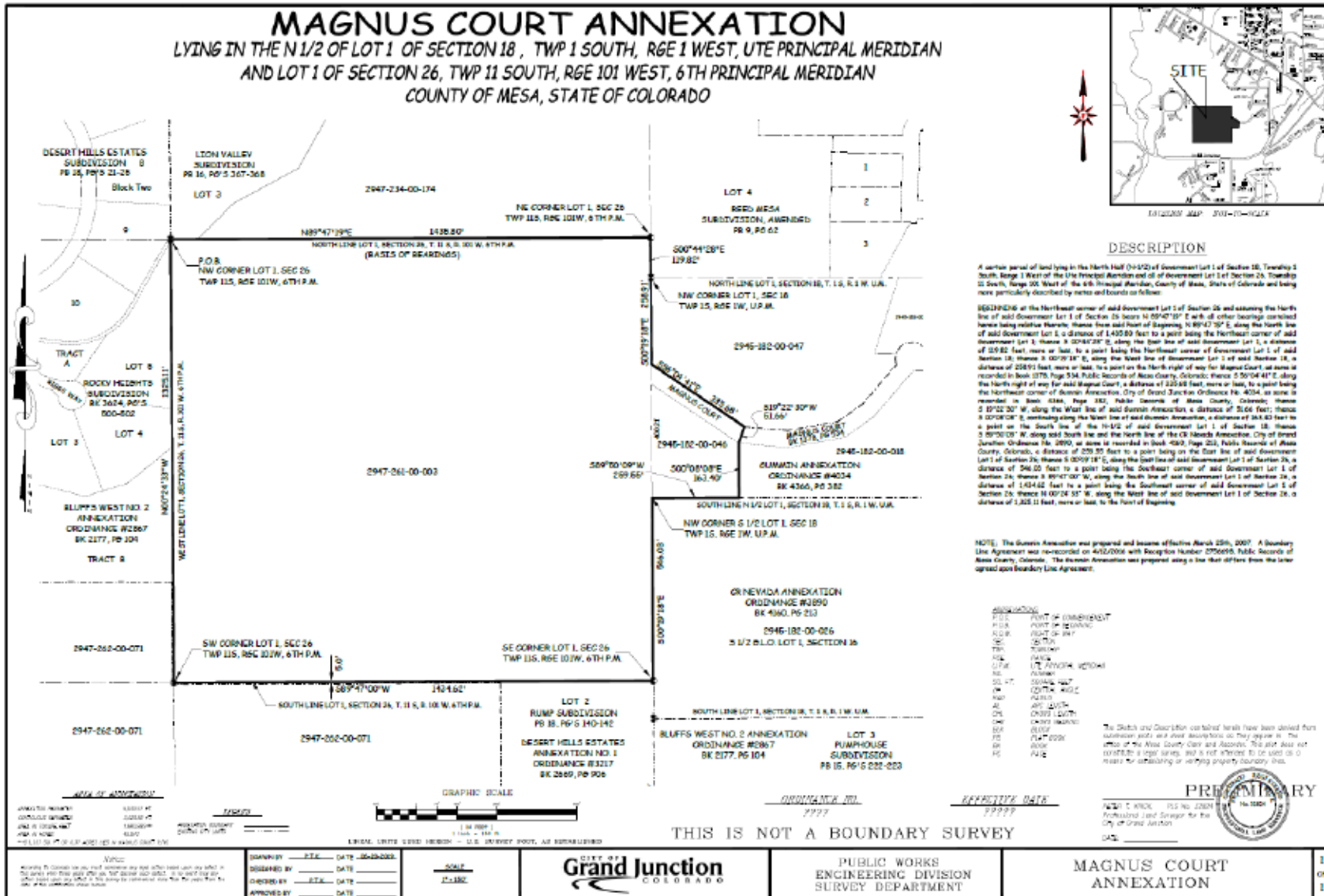
ADOPTED on second reading the _____ day of _____, 2020 and ordered published in pamphlet form.

C.E. "Duke" Wortmann
President of the Council

Attest:

Wanda Winkelmann
City Clerk

Exhibit A





Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: July 15, 2020

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Brendan Hines, Project Engineer for Public Works

Information

SUBJECT:

Construction Contract for the Riverfront at Dos Rios Phase II Project

RECOMMENDATION:

Authorize the City Purchasing Division to Execute a Construction Contract with M.A. Concrete Construction, Inc. for the Construction of the Riverfront at Dos Rios Phase II Project IFB-4799-20-DH, in the amount of \$8,457,117.68.

EXECUTIVE SUMMARY:

The Riverfront at Dos Rios Business Park Phase II primarily consists of the construction of the street network, grading and fill, including curb, gutter and sidewalks. The scope of work also includes all water, sewer, storm drainage facilities as well as dry utilities within a joint trench, including gas, electric, fiber, cable, and phone.

BACKGROUND OR DETAILED INFORMATION:

The City acquired the approximately 60-acre area now known as the Riverfront at Dos Rios from the Jarvis family in 1990. The property is located on the northeast bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. Since that time, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish was created between the trail and River. The developable acreage was purchased with the intent of future redevelopment and the City has started constructing the infrastructure within the development. The approved ODP is intended to create a riverfront commercial/mixed use center with two points of access to Riverside Parkway and two points of access onto Hale Avenue. Development pods are

identified for specific types of uses, including approximately 17 acres for parks and open space, 9.8 acres for Light Industrial/Commercial, 10.5 acres of mixed use and 4.1 acres of mixed use/outdoor recreation. The property within the development, excluding the open space, has been offered for sale and one parcel has already transferred to a private party. There is also .9 acres of leasable space along the riverfront. The remainder of the 58.8 acres includes the public elements that were shown on the original ODP such as street rights-of-way and common parking areas.

The construction for (Phase I) of Dos Rios has already been completed, and included the primary south entrance for what will be the greater development (Phase II). This project (Phase II), includes the construction of the road network, grading and fill, and utility infrastructure for the remaining development area. The infrastructure development by the City is in preparation for a private developer to develop each parcel in general conformance with the approved ODP.

Pending Council approval, the project is anticipated to take approximately 10 months to complete. Assuming an early August construction start date, the project should be completed by early June 2021.

A formal invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitation), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in the Daily Sentinel. Seven companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID SCHED. COST</u>
M.A. Concrete Construction, Inc.	Grand Junction, CO	\$8,457,117.68
Johnson Construction, Inc.	Rifle, CO	\$9,237,884.45
MM Skyline Contracting, Inc.	Grand Junction, CO	\$9,926,379.00
Scott Contracting, Inc.	Centennial, CO	\$11,312,327.09
Oldcastle SW Group, Inc. dba United Companies	Grand Junction, CO	\$11,492,709.98
American Civil Contractors LLC dba ACC Mountain West	Littleton, CO	\$12,065,116.00
ESCO Construction, Inc.	Evergreen, CO	\$13,714,477.26

FISCAL IMPACT:

The Grand Junction Dos Rios General Improvement District (GID) will fund the improvements to the district with proceeds from an upcoming bond issuance. The total cost of the project is estimated to be \$10.6 million. The contract being considered for \$8,457,117.68 is for Phase II of the project including construction of the street

network, curb, gutter, sidewalks, and all utilities. Because the City will manage and authorize the construction contract, the spending needs to be appropriated in the 0.75% Sales Tax Capital Improvement Fund. A supplemental appropriation for the amount of the contract is on this agenda for first reading and second reading will be set for August 5th. All costs of the construction project will be reimbursed by the GID.

SUGGESTED MOTION:

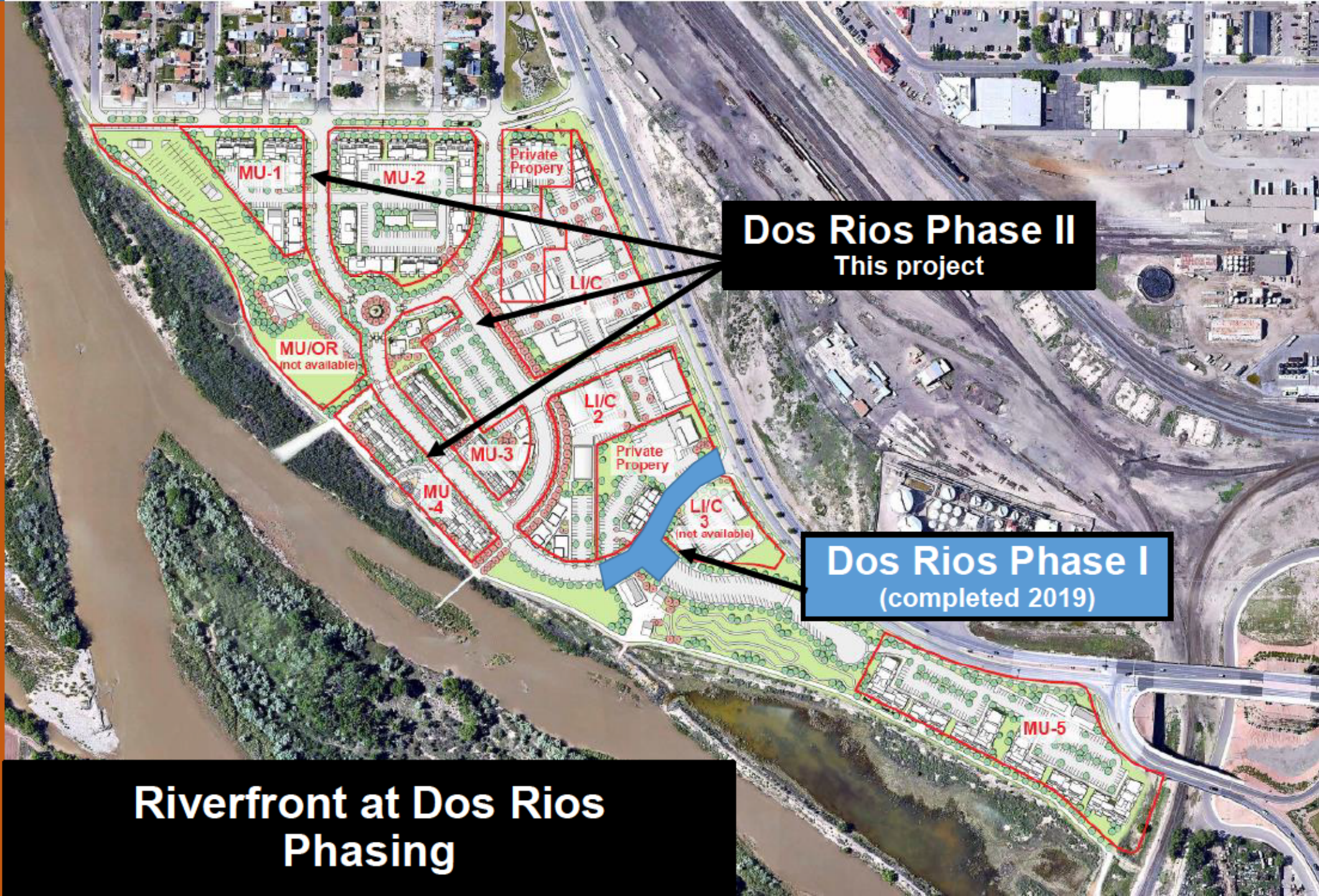
I move to (authorize/not authorize) the Purchasing Division to enter into a contract with M.A. Concrete Construction, Inc. for the construction of the Riverfront at Dos Rios Phase II Project in the amount of \$8,457,117.68.

Attachments

1. Dos Rios - Visualization
2. Dos Rios - Phasing

RIVERFRONT at Dos Rios





Dos Rios Phase II
This project

Dos Rios Phase I
(completed 2019)

Riverfront at Dos Rios Phasing



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: July 15, 2020

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Mark Ritterbush

Information

SUBJECT:

Purchase Order for PVC Pipe for Water Supply Line Replacement Projects

RECOMMENDATION:

Staff recommends the approval of the authorization for the City Purchasing Division to execute a Purchase Order with Core and Main of Grand Junction for purchase of PVC pipe materials in the amount of \$375,083.25.

EXECUTIVE SUMMARY:

This request is to award a Material Purchase Order for PVC pipe and ancillary fittings. Water supply line replacement projects include rerouting 8,000 feet of inlet pipe to the Juniata Reservoir to improve operations and replacing a 5,000 feet of the Kannah Creek Flowline which has surpassed its useful life and has experienced breaks.

BACKGROUND OR DETAILED INFORMATION:

Water supply line replacement projects include rerouting 8,000 feet of inlet pipe to the Juniata Reservoir to improve operations and replacing a 5,000 feet of the Kannah Creek Flowline which has surpassed its useful life and has experienced breaks. The Utilities Department recently completed replacement of a 1-mile segment of the Kannah Creek Flowline in response to multiple breaks. Due to the current low price of PVC materials, Staff recommends direct purchase of the pipeline for the Juniata Inlet Reroute project and an additional 5,000 feet segment of the Kannah Creek pipeline of similar age (1940s).

The Kannah Creek Flowline serves as a secondary supply line to the Purdy Mesa

Flowline and is used to supplement delivery of water to the Grand Junction Water Treatment Plant during times of high demands.

The Kannah Creek pipeline replacement will be self-performed by Pipeline Maintenance staff beginning in the Fall. Construction of the Juniata Inlet Reroute project will be bid separately.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel. Three (3) companies submitted formal bids, of which, three (3) bids were found to be responsive and responsible as follows:

<u>Supplier</u>	<u>Location</u>	<u>Amount</u>
Core and Main	Grand Junction	\$375,083.25
Grand Junction Pipe & Supply	Grand Junction	\$380,571.38
Grand Junction Winwater	Grand Junction	\$384,370.53

FISCAL IMPACT:

This amount is budgeted within the 2020 Budget for the Water Fund for the Flow Line Replacement Project at \$1,850,000.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a Purchase Order with Core and Main of Grand Junction, Colorado, for the Materials Purchase of PVC Pipe in the amount of \$375,083.25.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: July 15, 2020

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Authorizing Public Consumption and Communal Dining Areas in the Downtown Development Authority Boundary Within the City of Grand Junction

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to permit public consumption and communal dining in the downtown.

BACKGROUND OR DETAILED INFORMATION:

The COVID-19 pandemic has resulted in the declaration of national, state and local emergencies, which in turn have caused significant economic difficulty for food and beverage service business in Grand Junction. Those business were closed by and during the States Executive and Public Health Orders and now the business must limit their seating capacity.

The Downtown Development Authority (DDA), the Downtown Business Improvement District (BID) and the City have established, together with a streamlined process from the Colorado Liquor Enforcement Division, a means to adapt liquor licensed premises to allow for additional outdoor seating and to provide additional outdoor service areas throughout Downtown to accommodate additional food and beverage service. Specifically, Executive Order D 2020 093 temporarily suspends the enforcement of C.R.S. 44-3-901(1)(i)(D)(VII) prohibiting public consumption of alcohol beverages on

any public right of way that has been authorized to allow such consumption by resolution adopted by a municipality.

With the adoption of this resolution, the City Council does find and determine that it is in the best interest of the public health, safety, and welfare of the City and its citizens and visitors to authorize public consumption and communal dining in the Downtown Development Authority boundary of the City. And furthermore, the City does find and determine that the City Manager in consultation with the DDA Director, City Clerk and City Attorney may designate communal dining and public consumption in accordance with Executive Order D 2020 093 and other applicable order, rule and law and develop and implement procedures for the conduct of those areas.

FISCAL IMPACT:

There is no direct fiscal impact with this action.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 42-20, a resolution authorizing public consumption and communal dining areas in the Downtown Development Authority Boundary within the City of Grand Junction.

Attachments

1. Resolution Public Consumption Area

RESOLUTION NO. ___ - 20

**A RESOLUTION AUTHORIZING PUBLIC CONSUMPTION AND COMMUNAL DINING
AREAS IN THE DOWNTOWN DEVELOPMENT AUTHORITY BOUNDARY WITHIN THE
CITY OF GRAND JUNCTION**

RECITALS:

The COVID-19 pandemic has resulted in the declaration of national, state and local emergencies, which in turn have caused significant economic difficulty for food and beverage service business in Grand Junction. Those business were closed by and during the States Executive and Public Health Orders and now the business must limit their seating capacity.

The Downtown Development Authority (DDA), the Downtown Business Improvement District (BID) and the City have established, together with a streamlined process from the Colorado Liquor Enforcement Division, a means to adapt liquor licensed premises to allow for additional outdoor seating and to provide additional outdoor service areas throughout Downtown to accommodate additional food and beverage service. Specifically, Executive Order D 2020 093 temporarily suspends the enforcement of C.R.S. 44-3-901(1)(i)(D)(VII) prohibiting public consumption of alcohol beverages on any public right of way that has been authorized to allow such consumption by resolution adopted by a municipality.

With the adoption of this resolution, the City Council of the City of Grand Junction does find and determine that it is in the best interest of the public health, safety, and welfare of the City and its citizens and visitors to authorize public consumption and communal dining in the Downtown Development Authority boundary of the City. And furthermore, the City does find and determine that the City Manager in consultation with the DDA Director, City Clerk and City Attorney may designate communal dining and public consumption in accordance with Executive Order D 2020 093 and other applicable order, rule and law and develop and implement procedures for the conduct of those areas.

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

The foregoing Recitals are material and serve as a basis for the authorization hereby given for the City Manager to designate any public consumption and or communal dining area(s) along with developing processes and procedures for the same as allowed by applicable order, rule or law.

PASSED AND ADOPTED this ___ day of ___ 2020.

C.E. "Duke" Wortmann

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: July 15, 2020

Presented By: Angela Padalecki

Department: Grand Junction Regional Airport

Submitted By: Greg LeBlanc, Sr. Asst. to the City Manager

Information

SUBJECT:

A Resolution Authorizing the City to Approve a Grant Offer as a Co-sponsor with the Grand Junction Regional Airport Authority to Rehabilitate Runway 11/29 (design) and Rehabilitate Taxiway A (design)

RECOMMENDATION:

Approve the resolution adopting the recommendations of the Grand Junction Regional Airport Authority and to authorize the City Manager to sign and submit any and all applications for FAA funds and in support of full implementation of the CIP.

EXECUTIVE SUMMARY:

The project is intended to minimize impacts to community air service while maintaining essential airfield facilities. The Grand Junction Regional Airport Authority (Airport) has received a grant offer from the Federal Aviation Administration. Mesa County and the City of Grand Junction are required to approve the grant as Co-Sponsors to the Airport.

BACKGROUND OR DETAILED INFORMATION:

The projects to be accomplished for the 2020 Airport Improvement Program (AIP) every year going forward are included on the Airport Capital Improvement Plan are part of continuing a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the Federal Aviation administration (FAA) and CDOT Aeronautics to provide a five-year plan. This project is included in the approved Airport Budget for 2020. This project will provide design work to rehabilitate Runway 11/29 and rehabilitate Taxiway A.

The FAA is willing to provide \$553,295 toward the estimated costs of the projects, provided the City of Grand Junction and Mesa County execute the Grant Offers as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Offer as co-sponsors to confirm commitment to grant assurances. By execution of the Grant Offer, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations. The City is willing to execute the Grant Offer, as a co-sponsor, pursuant to the FAA's request, subject to the conditions, terms, and assurances of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

These projects are consistent with Goal #9, Section 39.28.060 of the 2010 Comprehensive Plan – “Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.” These projects are also consistent with Section 1.4 of the 2014 Economic Development Plan – Providing Infrastructure that enables and Supports Private Investment, specifically the goal to “Continue to support the airport and its vital role in economic development.”

FISCAL IMPACT:

No direct fiscal impact to the City resulting from this action.

SUGGESTED MOTION:

I move to adopt Resolution No. 43-20, a resolution authorizing the execution of a grant agreement(s) in support of the runway construction and related improvement projects at the Grand Junction Regional Airport.

Attachments

1. 20200715Co-Sponsorship Agreement-city
2. GJT-NMG-3-08-0027-065-2020-Grant Agreement
3. RES-AIP2020

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2020, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-065-2020 (“Project”).

D. The FAA is willing to provide \$553,295 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

By _____
**Executive Director, Angela Padalecki
Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By _____
**Greg Caton, City Manager
City of Grand Junction**



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 8, 2020

Mr. Scott McInnis, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, Colorado 81501

Mr. Greg Caton, Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Mr. Thomas Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

Dear Commissioner McInnis, Mr. Caton, and Mr. Benton:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-065-2020 at the Grand Junction Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 7, 2020 in order for the grant to be valid.
- You may not make any modification to the text, terms or conditions of the grant offer.
- The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

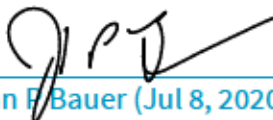
Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Kristin Brownson is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Kristin at 303-342-1279.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer (Jul 8, 2020 09:30 MDT)

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 8, 2020
Airport/Planning Area	Grand Junction Regional Airport
AIP Grant Number	3-08-0027-065-2020 (Contract No. DOT-FA20NM-1063)
DUNS Number	156135394

TO: County of Mesa, Colorado, City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 25, 2020, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

**Rehabilitate Runway 11/29 (design) and Rehabilitate Taxiway A
[phase 2-commercial apron section and BLM to twin otter section (design)]**

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$553,295. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$0 for planning
 \$553,295 for airport development or noise program implementation; and,
 \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
 The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
 The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 7, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 23. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;

- iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

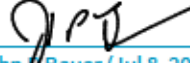
25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
26. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the County of Mesa, Colorado, the City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
28. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P. Bauer (Jul 8, 2020 09:30 MDT)

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated

By _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

- Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT(S) IN SUPPORT OF THE
RUNWAY CONSTRUCTION AND RELATED IMPROVEMENT PROJECTS AT GRAND
JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA) has a multi-year program to improve the Airport with projects that will continue to develop and provide a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and CDOT Aeronautics. This project is included in the approved Airport Budget for 2020 and the Airport Capital Improvement Plan. This project will provide design work to rehabilitate Runway 11/29 and rehabilitate Taxiway A.

The GJRAA has received a grant offer from the FAA in the amount \$553,295.00 for the project. The City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Offers. Acceptance of the grants has no direct fiscal impact or spending requirement on the City.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Offers and Agreement(s) from the Federal Aviation Administration in the amount of \$553,295.00 in support of the project described generally herein and in more detail in the Grant Offer and Agreement(s).

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$553,295.00 in support of the Grand Junction Regional Airport Authority and the Airport Improvement Program Project.

C.E. "Duke" Wortmann
President of the Council and Mayor

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: July 15, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Public Hearing to Consider Funding the 2020 Community Development Block Grant (CDBG) Program Year, and Set a Public Hearing for Adoption of the 2020 Annual Action Plan for August 19, 2020 - [Staff Presentation](#)

RECOMMENDATION:

City Council reviewed and discussed requests for 2020 CDBG funds at a work session on June 29, 2020.

EXECUTIVE SUMMARY:

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2020 Program Year. The City will receive \$469,134 for the 2020 Program Year that will begin once the 2020 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD) - likely late October-early November.

At this meeting, the City Council will receive public input on the use of the 2020 CDBG allocation and set a hearing date for the adoption of the 2020 Annual Action Plan, including funding allocation for specific projects.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City's 2020 Program Year will begin once the 2020 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban

Development (HUD) - likely late October-early November. Applications for funding were solicited and received by the City in March and then extended to May after a workshop was held with potential applicants. The City has received grant requests of \$655,867 from outside agencies and has identified City capital improvements projects totaling \$1,028,595 in grant requests (excluding \$75,000 administration funding requested). The City will receive \$469,134 for the 2020 Program Year.

Summary of Recommended Funding

On June 29, 2020 City Council met in a workshop to discuss the funding requests and recommended funding for the projects summarized in Attachment 1. The final funding decision will be made by the City Council at its meeting on July 15, 2020 and final adoption of the 2020 Program Year Annual Action Plan will occur at the August 19, 2020 meeting.

HUD CDBG Guidelines and Evaluation Criteria

The CDBG program has several funding criteria that are important to consider when evaluating which projects the City can fund with its 2020 allocation, as follows:

- 1) Administration activities may not exceed 20% of Program Year allocation
- 2) Human Services activities may not exceed 15% of Program Year less the amount of outstanding obligated funds
- 3) Applications for CDBG funding will be judged by the criteria below:
 - A) Proposed project meets National Objectives:
 - Benefits low and moderate income persons;
 - Eliminates or prevents slum or blight; or
 - Addresses an urgent community need (usually a natural disaster)
 - B) Proposed project is eligible and meets the City's Five Year Consolidated Plan Goals:
 - Need for non-housing community development infrastructure
 - Need for affordable housing
 - Needs of the homeless
 - Needs of special needs populations and other human services
 - C) Ability of the applicant to complete the project: Agency capacity, history of performance, staff level and experience, financial stability
 - D) Amount requested is consistent with agency needs

FISCAL IMPACT:

The City will receive \$469,134 for the 2020 CDBG Program Year to be used in funding eligible activities and programs.

SUGGESTED MOTION:

I move to (approve/deny) the proposed funding requests and set a public hearing for adoption of the 2020 Annual Action Plan for August 19, 2020.

Attachments

1. 2020 CDBG Applications Summary
2. 2020 CDBG Schedule City Council
3. CDBG PROJECTS BY PROGRAM YEAR 2015 to 2019

SUMMARY OF 2020 FUNDING REQUESTS

PROGRAM ADMINISTRATION – Cannot Exceed 20% of Allocation (\$93,826)

1: City CDBG Administration

The City allocated \$25,000 2019 CDBG funds for general administration of the program which will be expended by September 2020. The 2020 program year will incur additional staff time and expense to complete the required 15-Year Consolidated Plan and Analysis of Impediments to Fair Housing report (both adopted by July 2021).

Funds Requested: \$75,000

Funds Leveraged: \$0

Recommended Funding: \$75,000

SERVICES PROJECTS – Cannot Exceed \$70,370

2: Counseling and Education Center (CEC) - Low Income Counseling Services

CEC provides counseling to individuals in crisis or with difficult emotional issues and ensures access to professional counseling, regardless of income or ability to pay. CDBG funds will provide 165 more sessions of counseling for an estimated 11 more clients seeking care. CEC has received multiple grants for the same purpose with the most recent being 2019 funds (\$10,000) which have been expended and the project closed out.

Funds Requested: \$10,000

Funds Leveraged: \$464,698

Recommended Funding: \$10,000

3: HomewardBound of the Grand Valley – Shelter Bunk Beds and Storage

The Community Homeless Shelter provides individuals and families with short-term shelter, meals and support services for transitioning to stable housing, community integration and independence. CDBG funds will be used to purchase 20 metal bunk beds to replace remaining wooden beds and 120 under bed storage units.

HomewardBound has received multiple grants in the past, the most recent being two 2019 grants of \$22,300 for services and \$26,000 for construction, with 25% remaining.

Funds Requested: \$41,700

Funds Leveraged: \$0

Recommended Funding: \$25,000

4: HopeWest Child Grief Program

HopeWest is a community resource focused on changing the way our communities experience aging, illness and grief. The HopeWest Kids program annually helps approximately 400 youth and their families deal with a death loss. CDBG funds will be used to provide materials and transportation for counseling at schools and day camps.

Funds Requested: \$15,000

Funds Leveraged: \$434,768

Recommended Funding: \$10,000

5: Marillac Clinic Inc – Dental Equipment for Mesa County Human Services Clinic

Marillac offers low income residents affordable health care including medical, dental, mental health and optical care which has expanded to satellite locations including one at the Mesa County Human Services building on 29-1/2 Road. CDBG funds will be used to purchase dental diagnostic equipment for the satellite clinic. Marillac received 2019 CDBG funds (\$8,661) for exam room upgrades at its main clinic. All funds have been expended and project closed.

Funds Requested: \$6,201

Funds Leveraged: \$8,924

Recommended Funding: \$6,201

6: Hilltop Community Resources, Inc. Latimer House Transportation

Hilltop's Latimer House provides survivors of domestic violence in Mesa County with confidential and free services including 24-hour crisis line, emergency safehouse, case management and support groups. Transportation assistance provides families additional safety and includes driving families to the safehouse after a crisis, to and from medical or other appointments, court appearances, pick-up and return for group sessions. CDBG funds will be used to purchase a vehicle for this purpose. Hilltop has received numerous grants in the past, most recently a 2018 grant of \$20,000 to remodel the entry of the Resource Center. All funds have been expended and project closed.

Funds Requested: \$21,350

Funds Leveraged: \$9,150

Recommended Funding: \$13,000

7: Center for Independence Purchase Wheelchair Van

CFI provides case management and training services for people with disabilities across 12 counties of the Western Slope. CDBG funds will be used to purchase a wheelchair van to transport elderly and disabled clients to appointments, programs at CFI and other community events. CFI provided 6,845 units of service in Grand Junction last year. CFI has received numerous grants in the past, most recently a \$4,000 grant in 2018 for construction of accessible gardens. The funds have not yet been expended.

Funds Requested: \$22,000

Funds Leveraged: \$59,763

Recommended Funding: \$0

8: Partners Purchase Vehicle for Western Colorado Conservation Corps (WCCC)

WCCC is a career-readiness and employment program for young adults. Crews complete conservation projects on public lands while earning AmeriCorps Education funds. CDBG funds will be used to purchase a vehicle to transport crews to job sites. Partners has received multiple grants in the past, most recently a 2019 grant for \$35,000 to remodel its main program office. 50% of the funds have been expended.

Funds Requested: \$25,000

Funds Leveraged: \$5,000

Recommended Funding: \$0

CAPITAL IMPROVEMENTS PROJECTS

9: HomewardBound of the Grand Valley Homeless Shelter Remodel

The HomewardBound Community Homeless Shelter provides homeless individuals and families with short-term shelter, meals and support services. CDBG funds will be used to install access control at entry doors and heaters, lighting and remote gate opening for the exterior Day Program area. HomewardBound has received multiple grants in the past with the most recent being two 2019 grants of \$22,300 for services and \$26,000 for construction, with 25% remaining.

Funds Requested: \$28,100

Funds Leveraged: \$0

Recommended Funding: \$20,000

10: Eureka! McConnell Science Museum Accessibility Improvements

The mission of the Eureka! McConnell Science Museum serves as a hub for onsite and outreach science to inspire a passion and respect for math and science in the community. CDBG funds would be used to provide accessibility to all at the Pre-K building (church) to meet ADA requirements.

Funds Requested: \$12,000

Funds Leveraged: \$0

Recommended Funding: \$0

11: STRiVE Remodel Shop and Group Homes

STRiVE provides supports for individuals representing the broad spectrum of intellectual/developmental disabilities and their families. CDBG funds would be used to provide new HVAC at the Wood Shop which provides employment for clients and kitchen remodel for 4 group homes. STRiVE has received numerous grants in the past, most recently a 2019 grant \$7,500 grant for its Audyssey Autism Clinic which has been expended and project closed.

Funds Requested: \$20,559

Funds Leveraged: \$0

Recommended Funding: \$20,559

12: GJHA Linden Pointe Housing Rehabilitation

Building D (8 affordable housing units) in the Linden Pointe complex has experienced foundation issues due to leakage from an adjacent irrigation ditch. The ditch was piped in March 2020 but the foundation repair work needs to be completed. GJHA most recently received a 2018 grant for \$20,000 for predevelopment costs of its apartment complex under construction at 2814 Patterson Road. All funds have been expended and project closed.

Funds Requested: \$66,016

Funds Leveraged: \$30,223

Recommended Funding: \$54,000

13: Community Food Bank Roof Replacement

The Community Food Bank will purchase a new warehouse for its operations located at 476 28-1/2 Road. The roofing on the building needs to be replaced. The Community Food Bank estimates 70% of its persons served live in the City limits so CDBG can be used for up to 70% of the project costs. The Community Food Bank has not received CDBG funds in the past.

Funds Requested: \$15,000
Funds Leveraged: \$150,000
Recommended Funding: \$15,000

14: Karis Inc. Housing Rehabilitations

Karis, Inc. provides services and housing to homeless youth ages 13-24. Matthew's and Benni's Houses are two facilities that Karis is proposing to purchase (one property already owned by Karis), remodel and add a unit for this purpose. CDBG funds will be used to remodel the houses located at 215 Independent Avenue (Matthew's) after it is acquired by the end of 2020 and 2045 North 7th Street (Benni's) to include rewiring, window replacement, and kitchen remodel. Karis has received many grants in the past, most recently a 2019 grant for \$22,100 to purchase appliances for its 38-unit apartment building under construction. The funds have not yet been expended.

Funds Requested: \$80,000
Funds Leveraged: \$295,210
Recommended Funding: \$40,000

15: Housing Resources of Western Colorado Emergency Repair for Mobile Homes

The Single Family Owner Occupied Housing Rehabilitation Program removes health and safety hazards, corrects substandard conditions, and improves accessibility and energy efficiency in housing units. CDBG funds will be used for emergency repair loans for 5 owner-occupied manufactured homes on rented sites. Housing Resources has received many grants in the past, most recently a 2019 grant for \$97,274 for window replacement at Garden Village Apartments. 50% of the funds have been expended.

Funds Requested: \$50,000
Funds Leveraged: \$0
Recommended Funding: \$15,000

16: Business Incubator COVID-19 Responder Revolving Loan Fund

The requested CDBG funding will allow the Revolving Loan Fund of Mesa County to supply expedited business capital loans to companies located in Grand Junction that need funding to purchase equipment, inventory and resources in response to the COVID-19 crisis. The City has provided CDBG funds to the Business Incubator for its revolving loan fund in the past.

Funds Requested: \$250,000
Funds Leveraged: \$0
Recommended Funding: \$0

17: City of Grand Junction – Elm Avenue Safe Routes to School

430 feet of sidewalk completes the pedestrian connection between 28 Road and 28 1/4 Road on the south side of the street.

Funds Requested: \$120,000

Funds Leveraged: \$0

Recommended Funding: \$120,000

18: City of Grand Junction – Linden Avenue Safe Routes to School

1,300 feet shared use paths or sidewalks for a north-south connection from Unaweep Avenue to Highway 50.

Funds Requested: \$195,000

Funds Leveraged: \$0

Recommended Funding: \$0

19: City of Grand Junction – 27 Road Safe Routes to School

1,800 feet shared use paths or sidewalks for a north-south connection from Unaweep Avenue to Highway 50.

Funds Requested: \$285,000

Funds Leveraged: \$0

Recommended Funding: \$0

20: City of Grand Junction – 3rd Street and Grand Avenue

The project would provide a protected median at the 3rd Street and Grand Avenue intersection for a safe north-south multimodal crossing.

Funds Requested: \$70,000

Funds Leveraged: \$0

Recommended Funding: \$0

21: City of Grand Junction – Pedestrian Crossing at 12th Street/Wellington Avenue

Enhance GVT Route 1 access with a crosswalk with flasher similar to CMU campus area on the north side of the canal crossing.

Funds Requested: \$80,000

Funds Leveraged: \$0

Recommended Funding: \$0

22: City of Grand Junction – Tree Canopy Protection and Restoration in Hawthorne and Emerson Parks and Neighborhoods

Restoration of tree canopy in underserved neighborhoods to include replacement of lost park and street trees; pruning of declining trees to increase public safety and improve tree health; and protect the health of mature high-value ash trees. Emerson and Hawthorne Parks are in CDBG-eligible neighborhoods.

Funds Requested: \$53,595

Funds Leveraged: \$0

Recommended Funding: \$0

23: City of Grand Junction – West Lake Park Improvements

Inadequate soil conditions in the park turf make it difficult to have a healthy stand of grass and trees, make maintenance challenging and the conditions are not inviting to neighborhood users. CDBG funds will be used to enhance the park including amendment to the soil, planting more appropriate turf for the use and more xeric and native plants. The West Lake Park neighborhood is CDBG-eligible.

Funds Requested: \$180,000

Funds Leveraged: \$0

Recommended Funding: \$25,374

24: City of Grand Junction – Phase 1 Historic Preservation of Water Plant

Stabilize and secure historic water treatment plant building (Phase 1 of restoration) until future phases for rehabilitation and reuse can be determined. Historic Preservation is a CDBG-eligible activity.

Funds Requested: \$13,560

Funds Leveraged: \$132,617

Recommended Funding: \$0

25: City of Grand Junction – Replace Lead Water Lines

Phase 3 of property owner incentive program to replace customer-owned portion of the lead service line. Owners must qualify as low and moderate income. Costs per property are approximately \$4,000. With 2018 and 2019 funds (total \$40,000), replacement of lines to 7 homes will be completed. 2020 funds would be used for the line replacements at 5 additional properties.

Funds Requested: \$20,000

Funds Leveraged: \$0

Recommended Funding: \$20,000

CITY OF GRAND JUNCTION 2020 CDBG PROGRAM YEAR SCHEDULE

Monday February 10	2020 APPLICATION WORKSHOP Applications for 2020 CDBG Funding Requests Available
May 22 5:00 pm	RE-OPENED DEADLINE FOR 2020 CDBG APPLICATIONS
May 23 – June 12	Staff Review of Applications
June 17	Staff report summarizing applications available to City Council
By June 24	Legal Ad to Sentinel re: July 15 City Council Meeting Publish June 28 (minimum 15 days prior to meeting)
June 28	Legal Ad Published
June 29	CITY COUNCIL WORKSHOP – Review applications and prioritize/make funding recommendations.
July 15	CITY COUNCIL PUBLIC HEARING City Council reviews recommendations and makes decision on project funding for Annual Action Plan
By July 27	Legal Ad to Daily Sentinel for August 19 City Council meeting (minimum 15-day prior required). Include in legal: 1) accepting the 2020 Action Plan and 2) plan will be available for a 30-day public comment period between August 3 and September 4.
August 2	Legal Ad Published
August 3 – September 4	30-DAY PUBLIC REVIEW PERIOD for 2020 ANNUAL ACTION PLAN
August 19	CITY COUNCIL PUBLIC HEARING Final Acceptance of 2020 Action Plan recommended by Council at July meeting
By September 11	SUBMIT 2020 Action Plan to HUD (45-day review required)
August - October	ENVIRONMENTAL REVIEW for 2020 Activities
August	Send Out Award Letters to 2020 Recipients
October 30	RECEIVE HUD APPROVAL – Begin Contracts with Subrecipients

CDBG PROJECTS BY PROGRAM YEAR 2015-2019

2015 Program Year – All Projects Completed

- CDBG Program Administration - \$43,000
- STRiVE Diagnostic Clinic - \$4,500
- Western Colorado Suicide Prevention Bridges Program - \$8,860
- Gray Gourmet Program - \$9,950
- Foster Grandparent Program - \$8,998
- Karis Asset House Improvements - \$10,200
- Housing Resources of Western Colorado Emergency Repair Program - \$22,500
- HomewardBound Homeless Shelter HVAC Energy Improvements - \$28,293
- Grand Valley Catholic Outreach Transitional Housing Rehabilitation - \$4,000
- STRiVE Group Home HVAC Replacement - \$27,210
- Partners Program Office Safety Improvements - \$27,500
- Orchard Avenue Elementary Safe Routes to School - \$55,551
- Westlake Park Neighborhood Pedestrian Safety Improvements - \$103,778

2016 Program Year – All Projects Completed

- CDBG Program Administration - \$43,000
- HopeWest PACE Center Therapy Equipment - \$10,000
- Marillac Clinic Replace Two Dental Operatories - \$19,832
- Western Colorado Suicide Prevention Public Outreach - \$5,874
- Senior Companion Program - \$8,000
- Foster Grandparent Program - \$8,000
- Counseling and Education Center Low Income Counseling - \$6,000
- Center for Independence Accessible Riser - \$18,750
- Phoenix Project – Rehabilitate Two Housing Units - \$7,750
- HopeWest PACE Center – Kitchen Equipment - \$28,000
- GJHA Nellie Bechtel Housing Rehabilitation - \$75,000
- Karis, Inc. Zoe House Acquisition - \$50,000
- Nisley Elementary School Safe Routes to School - \$90,000
- El Poso Neighborhood Pedestrian Improvements - \$45,000
- Downtown Senior Recreation Center Rehabilitation - \$87,373

2017 Program Year – All Projects Completed

- CDBG Program Administration - \$25,000
- Predevelopment Engineering Costs for Economic Development - \$50,000
- Karis, Inc. Integrated Mental Health Services - \$10,400
- HomewardBound of the Grand Valley Food Purchase - \$15,000
- St. Mary's Gray Gourmet Program Food Purchase - \$16,000
- Counseling and Education Center Low Income Counseling - \$6,000
- Marillac Clinic Purchase Dental Diagnostic Equipment – \$10,685
- Grand Valley Catholic Outreach Day Center Renovation - \$55,788
- Housing Resources Critical Home Repair Program - \$22,500
- Bookcliff MS/Community Center Pedestrian Improvements - \$42,000
- Nisley Elementary School Safe Routes to School - \$80,000

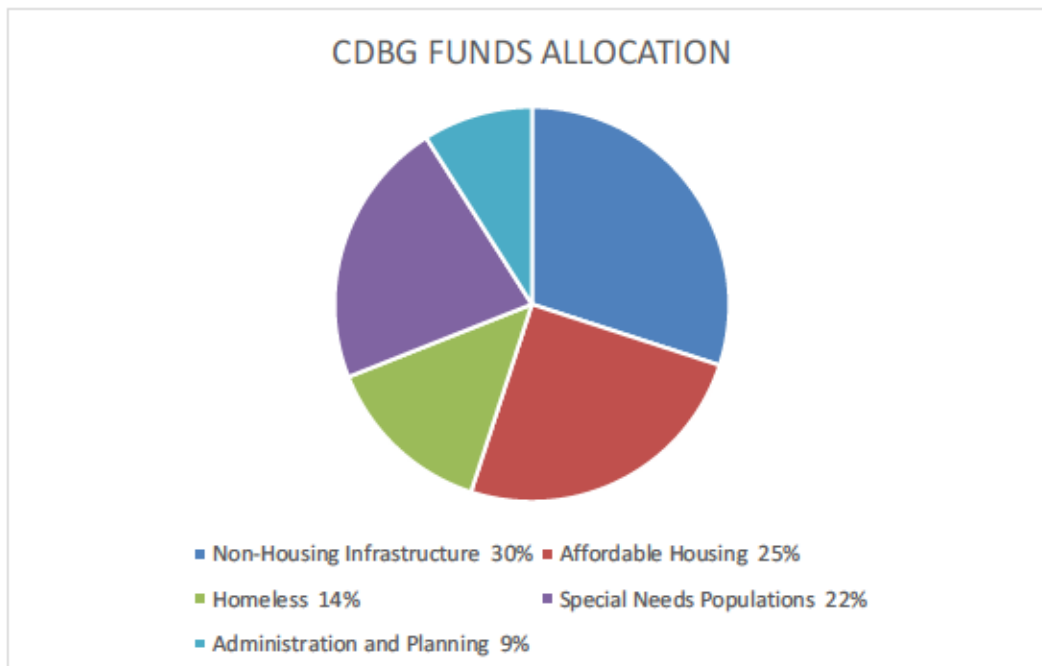
2018 Program Year – All Projects Completed Except as Noted

- CDBG Program Administration - \$25,000
- GJHA Predevelopment Engineering Costs - \$20,000
- Karis, Inc. Integrated Mental Health Services - \$8,547
- HopeWest PACE Center Accessible Exam Tables - \$7,000

- Partners Van Purchase - \$10,000
- St. Mary's Gray Gourmet Program Food Purchase - \$4,000
- Counseling and Education Center Low Income Counseling - \$4,000
- STRiVE Audyssey Autism Clinic - \$4,000
- Hilltop Bacon Campus Fire Safety - \$20,000
- HomewardBound Homeless Shelter Roof - \$39,371
- Partners WCCC Building Rehabilitation - \$3,800
- The Arc Program Office Accessibility Improvements – \$19,740
- Center for Independence Accessible Gardens - \$4,700 (underway)
- Riverside Park Improvements - \$25,000
- Grand Avenue at 9th and 10th Streets Improvements - \$60,000 (underway)
- Pinyon Avenue 13th to 15th Improvements - \$60,000 (underway)
- Downtown Residential – Replace Lead Water Lines - \$20,000 (underway)
- Karis, Inc. Purchase Youth Drop-In Day Center - \$14,370

2019 Program Year – All Projects Underway Except as Noted

- CDBG Program Administration - \$25,000
- CEC Low Income Counseling - \$10,000 (completed)
- HomewardBound Services Improvements - \$22,300 (completed)
- Marillac Clinic Medical Exam Room Upgrades - \$8,661 (completed)
- Riverside Educational Center Van Purchase - \$12,700 (completed)
- STRiVE Audyssey Autism Clinic - \$7,500 (completed)
- HomewardBound Exterior Client Space Improvements - \$26,000 (completed)
- Garden Village Apartments Window Replacement - \$97,274
- Karis Inc. Appliances for The Home – \$22,100
- Partners Program Office Roof Replacement - \$35,000
- Western Slope Center for Children Office Improvements - \$31,500 (completed)
- Downtown Residential – Replace Lead Water Lines - \$20,000
- Lighting Improvements in Neighborhood Parks - \$9,220 (completed)
- ADA Accessibility Improvements - \$24,000
- B Road / Mesa View Elementary Safe Routes to School - \$95,000
- B-1/2 and 27-1/2 Safe Neighborhood Route - \$40,000
- Lorey Drive from Westlake Park to 1st Street - \$75,000





Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: July 15, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Resolution Accepting the Petition for Annexation and an Annexation Ordinance for the Proposed Redlands 360 Annexation of 237.57 Acres, Located South of the Redlands Parkway/Highway 340 Intersection - [Staff Presentation](#)

RECOMMENDATION:

Staff recommends approval of the resolution and ordinance.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Land Company, LLC, is requesting to annex 237.57 acres located south of the Redlands Parkway/Highway 340 intersection. There is no publicly dedicated right-of-way proposed with this annexation request. The subject property is vacant but is crisscrossed with recreational trails of which the property owner has been allowed to be utilized by the public for several decades. The owner is requesting annexation in anticipation of developing this parcel as well as adjacent parcels already within the City limits as a Planned Development, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

The resolution to refer a petition, exercise land use jurisdiction and introduction of an annexation ordinance for this property were reviewed and approved by City Council on May 20, 2020. This request is to approve the Resolution Accepting the Petition for annexation of the Redlands 360 Annexation and approve on second reading the Ordinance to annex the Redlands 360 Annexation.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Redlands 360 Annexation consists of one 237.57-acre parcel of land located south of the Redlands Parkway and Highway 340 intersection. The property is currently vacant but is a part of what will be proposed for a larger development that includes the large property to the south and a smaller parcel to the west, both of which are already in the City limits. Total site development including both the annexation area and the areas already within the City limits totals approximately 615 acres. The applicant is proposing to develop an estimate of a total of 1,666 housing units of mixed types (multifamily, townhomes and single family) as well as potentially a small commercial area. The development will also include an extensive network of developed and undeveloped open space and trails.

Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. 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 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 Redlands 360 Annexation is eligible to be annexed because of compliance with the criteria discussed below.

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

There is one property owner of record, Grand Junction Land Company. The petition has been signed by 100% percent of the property owners.

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.

A recently completed inventory of Vacant Residential Zone Properties shows that there are very limited areas in the Redlands Planning Area upon which future development may occur, particularly other than the subject parcel and the larger area to be developed in the future. The Comprehensive Plan suggests that growth occur in each Planning Area to afford housing choices throughout the community. Consequently, it is in the City's interest to consider annexation of parcels such as this which is an infill site surrounded by urban development and which has the capacity to absorb some of the future residential development with a mix of housing choices.

d) The area is or will be urbanized in the near future;

This area has been identified as part of the City's Urban Development Boundary since the 1996 Growth Plan. The City's adopted Comprehensive Plan indicates urban level development with land use categories including Residential Low (.5 to 2 dwelling units per acre), Residential Medium (4 to 8 dwelling units per acre), Residential Medium High (8 to 16 dwelling units per acre) and a Neighborhood Center in the northeast area of the site. Thus, a mix of residential densities and limited non-residential use are envisioned as appropriate land uses on this property.

e) The area is capable of being integrated with the City;

The Redlands 360 Annexation parcel is, along with the adjacent acreage of the proposed overall development under the same ownership that is already in the City limits, a large infill site that is surrounded by urban development. There are adjacent or nearby major roadways including Redlands Parkway and Highway 340 which can provide access to the site. Surrounding urban development is already served by utilities and services that can be extended to integrate the site with the City. The type of development envisioned for this parcel and the overall development is not unlike the adjacent Ridges development in that it is a site with varied topography that lends itself to the preservation of open space and trails between areas of urban development with varied housing densities/choices and limited non-residential use. Thus, the area to be annexed will be integrated within the City.

f) No land held in identical ownership is being divided by the proposed annexation;

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.

All land is being included in the annexation is with owner's consent.

Staff has found, based on review of the petition, applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Redlands 360 Annexation is eligible to be annexed.

As indicated in the attached Annexation and Summary, the resolution and annexation ordinance finalize the annexation process. However, the property will need to be zoned in subsequent actions. Once the Applicant submits an application for the Planned Development zoning and Outline Development Plan (ODP), Planning Commission will hear and make recommendation for the zone of annexation, followed by introduction of an ordinance (first reading) to zone the property by Council and lastly a public hearing (second reading) for City Council decision on the zoning.

FISCAL IMPACT:

Due to its large size and the lack of current infrastructure to the site, the City contracted with a consultant to prepare a detailed Fiscal Impact Study of the Redlands 360 annexation and the eventual development of the entire 624-acre Planned Development. Results of the study were presented to City Council at its June 18, 2020 workshop and summarized below.

REVENUES

\$14.1 million in total impact fees
Majority from residential development (\$13.9 million)
Largest share goes to transportation (\$10.4 million)

EXPENDITURES

Costs fully covered for capital improvements related to fire and police
\$3.5 million deficit for transportation
\$600,000 deficit for parks

OVERALL ANNUAL

\$4.1 million capital deficit
\$1.3 million operating deficit

In addition to the results of the Fiscal Impact Study, City departments have provided the general information below.

Fire

This property is in the Grand Junction Rural Fire Protection District (Rural Fire District) and Redlands Sub-District, both served by the Grand Junction Fire Department through a contract with the Rural Fire District. The district collects mill levies of 5.223 and 4.904 generating a total of \$1,953 per year in property taxes that are then passed on to the

City of Grand Junction per the contract. If annexed, the Rural Fire District mill levies will be removed, and the City's 8 mills will be assessed.

Primary fire and EMS response to this area is from Fire Station 5 at 2155 Broadway. With an estimated build out of 1,644 housing units of mixed types (multifamily, townhomes and single family) as well as potentially a small commercial area the department will see an increase in calls for service to this area. With the planned phasing of the development, Fire Station 5 has the capacity to handle the increase in calls and meets National Fire Protection Association Standards for response time to this area. However, as the Redlands continues to build out and grow, an additional fire station has been identified in the area of Monument Road and Mariposa Drive in order to maintain response time standards and an increasing call volume in the future.

Utilities

The developer will be required to extend sewer to serve the development and the builder will be required to pay Plant Investment Fees. Therefore, there is no fiscal impact to the Persigo Sewer Enterprise Fund.

Police

In an effort to determine/anticipate what the impact may be to the GJPD in providing police services should the development proceed, calls for service during 2018 and 2019 were analyzed. A review of that data revealed that there were two calls for service in that area. A review of data in an area of similar development and mixed uses and densities as that proposed for Redlands 360 (in this case the Redlands development known as the Ridges) revealed that there were 1,213 calls for service in 2018-2019. Based on this information, it is anticipated that any calls for service by GJPD for the Redlands 360 location will equal approximately 34% of an officer.

Thus, GJPD does not anticipate a need for an increase in personnel or equipment at this time in order to provide law enforcement services to this proposed annexation. However, this annexation, along with any future annexations/developments, will have a cumulative impact that will require an increase in law enforcement personnel and equipment in order to provide adequate services.

Public Works

The subject property currently has limited access to public right-of-way with frontage on South Broadway, 23 Road and Easter Hill Drive, none of which are developed to City standards to accommodate the anticipated development. Thus, it is anticipated that development will require substantial improvements both on- and off-site to provide an adequate circulation system. The proposed Redlands 360 Metropolitan District Service Plan shows construction costs to be borne by the developer/metropolitan district of approximately fourteen miles of streets within the eight phases of the development with a total cost of \$18.7 million.

Parks and Recreation

It is anticipated that the overall planned development will include a dedication of public open space of a least ten percent (10%) as required by City Code. The City has identified the need for future park space that would include some type of playing field amenity, however discussion with the Applicant on this need and how and where field and/or traditional park space could be accommodated on site is on-going. The site is composed of complex topography that does not lend itself well to the development of large flat field space. The estimated cost to the City of maintaining developed parkland is approximately \$5,616 per park acre, which may or may not be located within the area presently proposed for annexation.

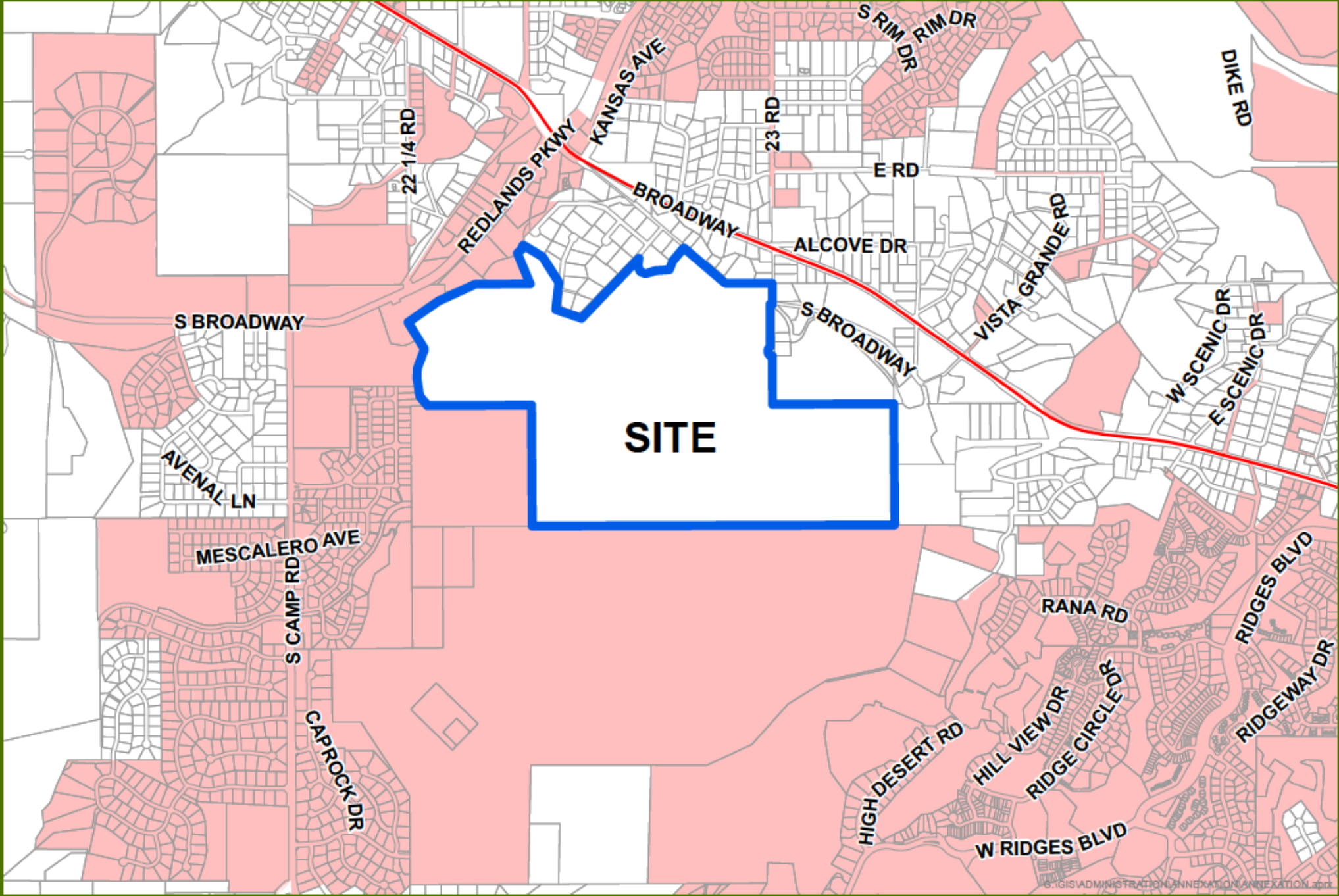
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 44-20, 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 Redlands 360 Annexation, located north of the Redlands Parkway/Highway 340 intersection, is eligible for annexation; and Ordinance No. 4944, an ordinance annexing territory to the City of Grand Junction, Colorado, Redlands 360 Annexation, approximately 237.57 acres, located south of the Redlands Parkway/Highway 340 intersection on final passage and order final publication in pamphlet form.

Attachments

1. Redlands 360 Annexation Maps
2. Redlands 360 Annexation Schedule Summary
3. Summary of FIA Considerations
4. Resolution Accepting Petition for Annexation
5. Redlands 360 Annexation Ordinance
6. Redlands 360 Fiscal Presentation

REDLANDS 360 ANNEXATION



© GIS ADMINISTRATION ANNEXATION ANNEXATION.aprx



0 0.25 0.5 Miles



Annexation

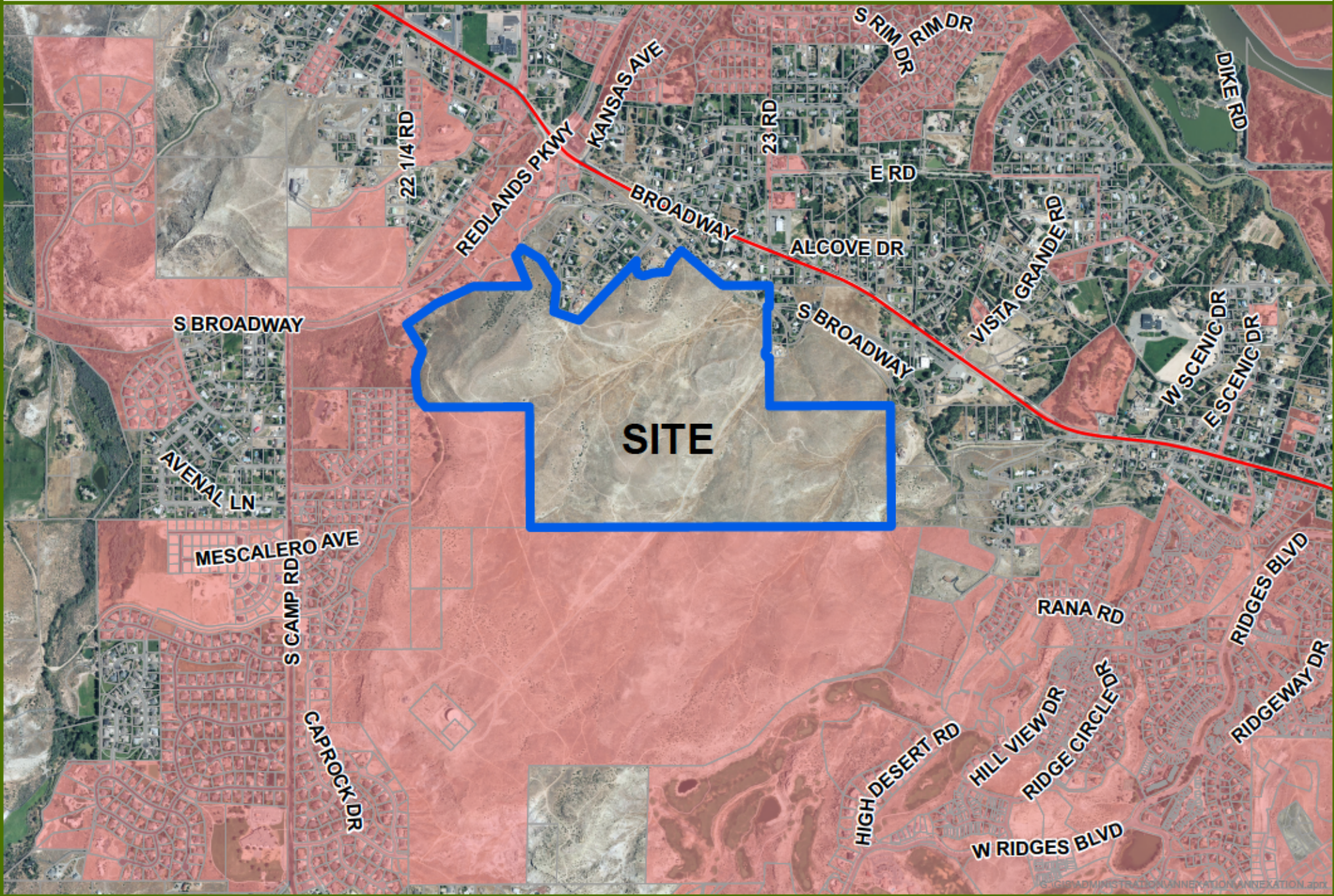


City Limits





Date Created: 5/28/2020

REDLANDS 360 ANNEXATION



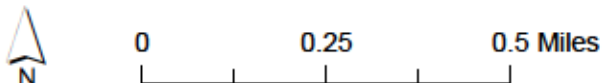
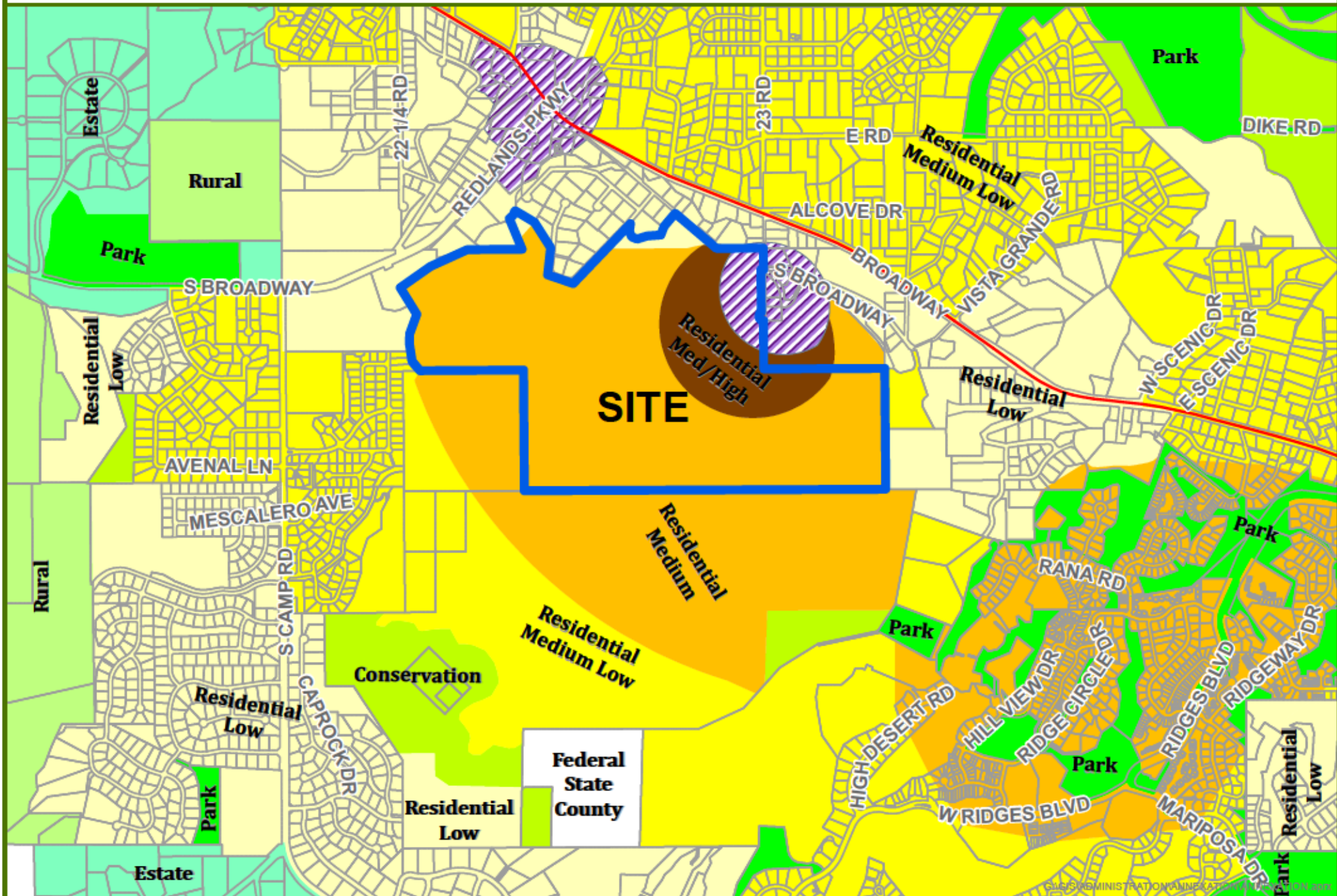
0 0.25 0.5 Miles


 Annexation  City Limits



Date Created: 5/28/2020

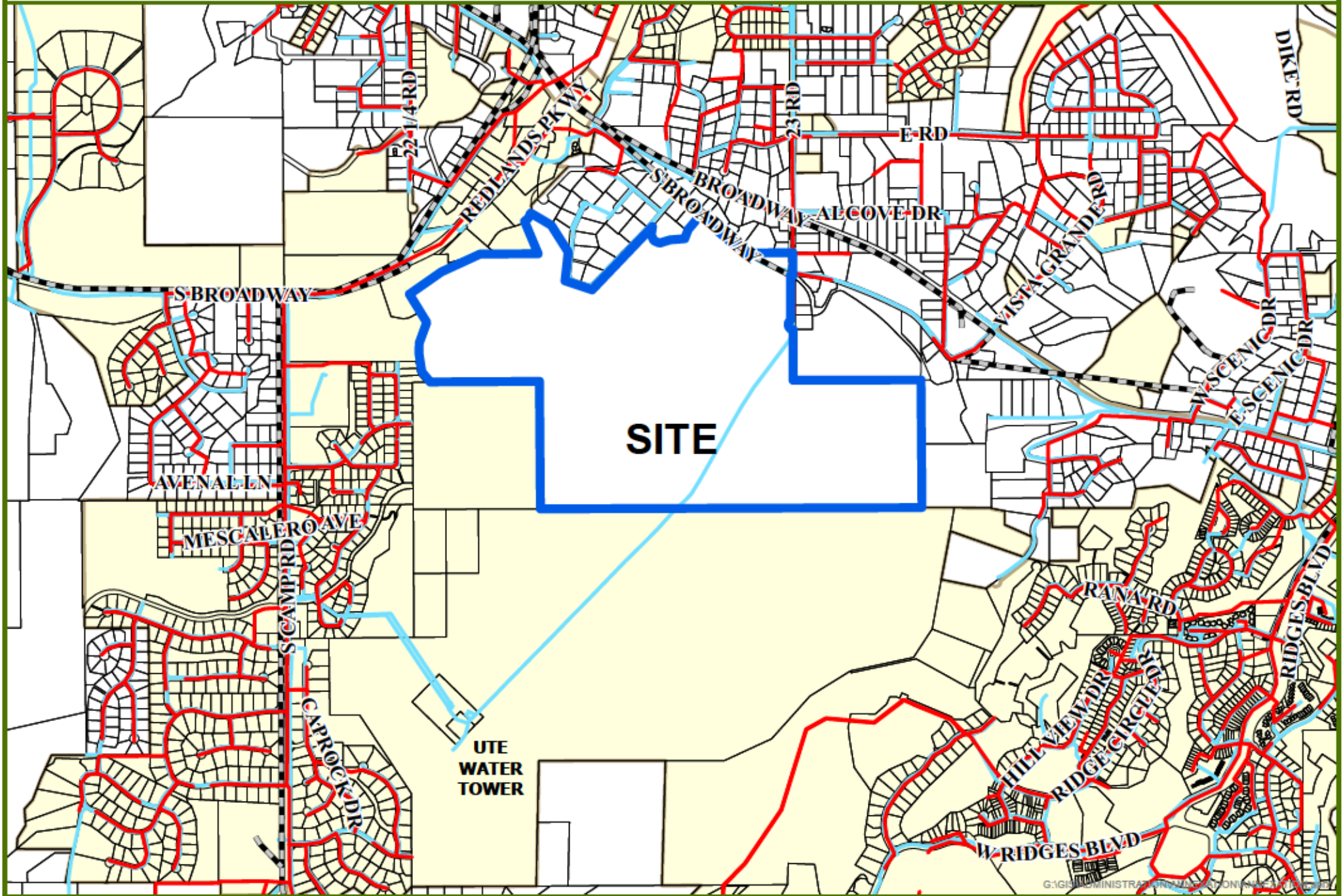
REDLANDS 360 ANNEXATION - FUTURE LAND USE



 Annexation Boundary

Date Created: 5/29/2020

REDLANDS 360 ANNEXATION - UTILITIES

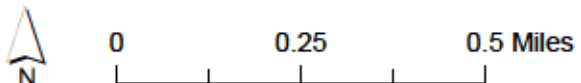
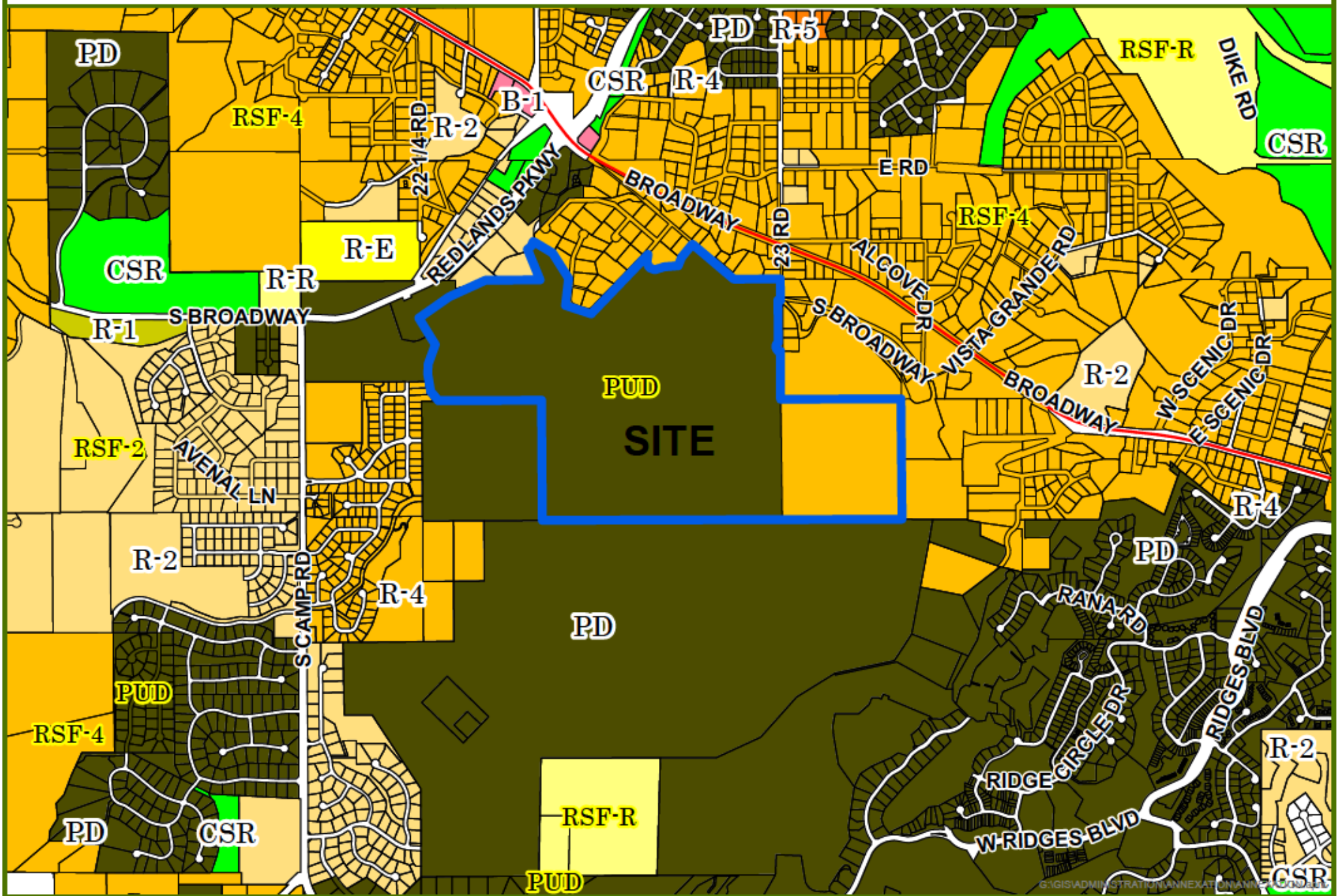





0 0.2 0.4 Miles

- ANNEXATION
- SEWER
- UTE WATER
- CITY LIMITS
- QWEST FIBER

Date Created: 5/29/2020

REDLANDS 360 ANNEXATION - ZONING



 Annexation  City Zoning  County Zoning

REDLANDS 360 ANNEXATION SCHEDULE

May 20, 2020	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
TBD	Planning Commission considers Zone of Annexation
TBD	Introduction of a Proposed Ordinance on Zoning by City Council
July 15, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 16, 2020	Effective Date of Annexation

ANNEXATION SUMMARY

File Number:		ANX-2020-153
Location:		South of Redlands Parkway and Highway 340 Intersection
Tax ID Numbers:		2945-181-00-052
# of Parcels:		1
Existing Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		237.57
Developable Acres Remaining:		237.57
Right-of-way in Annexation:		0 acres
Previous County Zoning:		RSF-4 (Residential Single Family – 4 du/ac) and Planned Unit Development (PUD)
Proposed City Zoning:		Planned Development (PD)
Current Land Use:		Vacant
Future Land Use:		Mixed Use and Residential Density
Values:	Assessed:	\$
	Actual:	\$
Address Ranges:		400 23 Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Redlands Water & Power Company
	School:	Fruita Monument HS / Redlands Middle / Wingate, Scenic and Broadway Elementary
	Pest:	Grand River Mosquito Control District

Redlands 360
Fiscal Impact Analysis
Developer Review and Suggested Considerations
City of GJ Workshop: 6/22/20 and 7/9/2020

- I. Comprehensive Plan Implementation – The GJ Comprehensive Plan as adopted anticipated and encouraged, through its planning for growth, that both residential and commercial growth would continue.
 - A. As is widely understood, in most traditional cities commercial growth does not take place without residential growth first occurring. With static or decreasing residential growth a city will/could see adverse impacts associated with housing due to supply & demand factors, lack of diversity of product, and property value pressures.
 - B. Persigo Agreement – The City/County agreement, as it currently stands, provides for annexations such as the Redlands 360 application to be a foregone conclusion.
 - C. The City requested, and the developer agreed to pay for a FIA study. Utilizing the project as a test case should not adversely affect its approval/implementation when there have been other annexations where an FIA study was not performed to evaluate impacts. Without a baseline previously established for this type of analysis, it does not appear to be fair that the project does not receive similar consideration/comparison to impacts/benefits.
- II. Gallagher Amendment Assessment Revisions
 - A. Gallagher’s intended purpose is to provide balanced real property tax revenue to the State, however, commercial properties are to take a larger burden in proportion. For a community growing in commercial/business sectors, such as Grand Junction, the revenue should be growing from real property taxes. Is it fair to evaluate a residential property without making adjustments of real property taxes from commercial to residential in a FIA analysis?
 - B. Gallagher may see further adjustments that reduce the commercial/residential ratio, however, there is also discussion that Gallagher should be amended due to the recent years’ reductions in the residential ratio reaching a point lower than initially intended when Gallagher was enacted.
- III. Master-planned Community versus Subdivision – Consideration should be taken into account on a FIA review where broader benefits are received from the development for both new residents and other outside (of the project) community members. I.e. parks, open space, recreational amenities, road and utility improvements.
- IV. In-Fill Project versus Leap-Frog Extension of Services – Consideration should be taken into account on a FIA review where existing services (both capital improvements & community services) are directly adjacent to the new annexation versus requiring “bring-up/extension” of improvements or extended drive-time coverage
- V. One-Time Capital Investments
 - A. City’s Initiative to cover only 75% of Transportation and Parks & Rec capital needs presumably creating a deficit for any residential, and possibly commercial, project
 - B. Project’s Sales & Use Tax from materials costs associated with improvements - \$8-\$15 million not accounted for in report (depending on tax rate)
- VI. Recurring Operations
 - A. Sales & Use Tax – socio-economic characteristics of Redlands neighborhood higher income thus upward benefit over the City average

- B. Real Property Tax – adjustments should be considered for residential properties due to the benefit of residential growth supporting commercial growth
 - C. Revenue reductions (52%) versus Expenditure reductions (22%) allocations in the analysis had greater reductions to revenues than to expenditures, which will exacerbate the shortfall.
 - D. Analysis of tourist-oriented city revenues over GJ's growth in population would be worth understanding better, as the growth in these revenues may also correlate to the City's residential growth, via new residents' reasons for moving to GJ, older age retiree's attraction to the community, and changing life-style factors, such as work-from-home.
- VII. Conclusions & Recommendations
- A. Impact on "net increase" of households – Should the study measure the impact of the "net" increase in GJ household, not existing residents who move to the project?
 - B. Metropolitan District – The project recently received City approvals for 9 metropolitan districts to relieve the City of certain burdens associated with the implementation of its Comprehensive Plan. The structure of the districts is intended that the costs of the development, and its growth, be more directly associated with the project. The Developer, residents and property owners within the districts will be responsible for paying for district public infrastructure.
 - 1. O&M mill levies are intended to supplement on-going operations costs of the district and do have direct benefits to recurring costs that the City may have been responsible for.
 - 2. District mill levy sharing between the City and the districts as a methodology to siphon ad valorem taxes from the districts to the City would be a direct city tax increase to only the property owners within the district boundaries. This would be an unfair tax burden on the new project residents for services benefiting the broader city operations.
 - C. FIA Study on Annexed Property versus the Overall Development – It should be noted that a FIA study, per state statute, is intended to analyze the impacts of new annexations to a jurisdiction. This study took into account the entire 624 acres, rather than just the annexation acreage proposed with the application. Although the results may turn out to be similar in regard to impacts, the magnitude of the impacts would probably be only 40% of the greater project study results. This difference is significant even if other factors described above are not considered.
 - D. Further Questions or Analysis
 - 1. Are there other existing Special Revenue Fund revenues that are not included, such as: City road taxes, stormwater fees, police or fire fees, cable franchise funds, conservation trust funds, hotel/lodging and auto rental funds allocated to residential or the new development, senior programs, and/or trails, open space and park funds?
 - 2. Expenditures – Does the analysis take into account all revenues from fees to offset City services?
 - 3. Employment & Jobs – Are both Direct Effect Jobs and Indirect/Induced Effect Jobs accounted for? Are employment and output multipliers and output value per job included in the analysis? Are temporary economic effects (construction) jobs included in the analysis?

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
REDLANDS 360 ANNEXATION, LOCATED NORTH OF THE
REDLANDS/PARKWAY/HIGHWAY 340 INTERSECTION IS ELIGIBLE FOR
ANNEXATION**

WHEREAS, on the 20th day of May, 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:

REDLANDS 360 ANNEXATION

A tract of land located in portions of the South Half of the Northwest Quarter (S ½ NW ¼), the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), the North Half of the Southeast Quarter (N ½ SE ¼), and the Northeast Quarter (NE ¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE ¼ SE ¼ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE ¼ SE ¼ of said Section 18; thence along the South line of the said NE ¼ SE ¼ and the South line of the NW ¼ SE ¼ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW ¼ SE ¼ of Section 18; thence along the West line of the said NW ¼ SE ¼, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C ¼) of said Section 18; thence along the South line of the SE ¼ NW ¼, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on the North line of the SE ¼ NW ¼ of Section 18; thence along the said North line of the SE ¼ NW ¼ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest

corner of the SW ¼ NE ¼ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE ¼ NE ¼ of said Section 18; thence along the said North line of SE ¼ NE ¼, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE ¼ NE ¼ of said Section 18; thence along the East line of the Said SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE ¼ NE ¼ Section 18; thence along the said East line of the SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E ¼ corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW ¼ SW ¼, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.

CONTAINING 237.57 acres.

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of July, 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**

REDLANDS 360 ANNEXATION

**APPROXIMATELY 237.57 ACRES LOCATED SOUTH OF THE REDLANDS
PARKWAY AND HIGHWAY 340 INTERSECTION**

WHEREAS, on the 20th day of May, 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 1st day of July 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:

REDLANDS 360 ANNEXATION

A tract of land located in portions of the South Half of the Northwest Quarter (S ½ NW ¼), the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), the North Half of the Southeast Quarter (N ½ SE ¼), and the Northeast Quarter (NE ¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows and depicted in Exhibit A;

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE ¼ SE ¼ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE ¼ SE ¼ of said Section 18; thence along the South line of the said NE ¼ SE ¼ and the South line of the NW ¼ SE ¼ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW ¼ SE ¼ of Section 18; thence along the West line of the said NW ¼ SE ¼, North 00°18'07" West, a distance of 1318.44 feet, to the Center

Quarter Corner (C ¼) of said Section 18; thence along the South line of the SE ¼ NW ¼, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on the North line of the SE ¼ NW ¼ of Section 18; thence along the said North line of the SE ¼ NW ¼ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW ¼ NE ¼ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE ¼ NE ¼ of said Section 18; thence along the said North line of SE ¼ NE ¼, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE ¼ NE ¼ of said Section 18; thence along the East line of the Said SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of

25.00 feet, to a point on the East line of the said SE ¼ NE ¼ Section 18; thence along the said East line of the SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E ¼ corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW ¼ SW ¼, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.

be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 20th day of May, 2020 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2020 and ordered published in pamphlet form.

President of the Council

Attest:

City Clerk

Exhibit A

REDLANDS 360 ANNEXATION

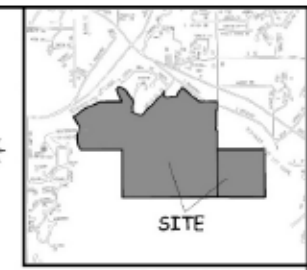
LYING IN THE N 1/2 SE 1/4, NE 1/4, SE 1/4 NW 1/4 OF SECTION 18, AND NW 1/4 SW 1/4 OF SECTION 17,
TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

DESCRIPTION

A tract of land located in portions of the South Half of the Northwest Quarter (S 1/2 NW 1/4), the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), the North Half of the Southeast Quarter (N 1/2 SE 1/4), and the Northeast Quarter (NE 1/4) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE 1/4 SE 1/4 of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE 1/4 SE 1/4 of said Section 18; thence along the South line of the said NE 1/4 SE 1/4 and the South line of the NW 1/4 SE 1/4 of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW 1/4 SE 1/4 of Section 18; thence along the West line of the said NW 1/4 SE 1/4, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C 1/4) of said Section 18; thence along the South line of the SE 1/4 NW 1/4, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on the North line of the SE 1/4 NW 1/4 of Section 18; thence along the said North line of the SE 1/4 NW 1/4 of said Section 18, North 89°41'38" East, a distance of 586.71 feet, to the Northwest corner of the SW 1/4 NE 1/4 of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE 1/4 NE 1/4 of said Section 18; thence along the said North line of SE 1/4 NE 1/4, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE 1/4 NE 1/4 of said Section 18; thence along the East line of the Said SE 1/4 NE 1/4 Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE 1/4 NE 1/4 Section 18; thence along the said East line of the SE 1/4 NE 1/4 Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E 1/4 corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW 1/4 SW 1/4, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.



LOCATOR MAP NOT-TO-SCALE

ABBREVIATION	POINT OF COMMENCEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REVISION
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
∠	ANGULAR ANGLE
RAD.	RADIUS
AL	ARC LENGTH
CH.	CHORD LENGTH
CHD.	CHORD BEARING
BLK.	BLOCK
PL.	PLAT BOOK
BOOK	BOOK
PAGE	PAGE

AREA OF ANNEXATION

ANNEXATION PERIMETER	17,100.86 FT.
CONTIGUOUS PERIMETER	9,308.75 FT.
AREA IN SQUARE FEET	10,340,003 FT. ²
AREA IN ACRES	237.318

The Sketch and Description contained herein have been derived from available plans and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. The plat does not constitute a legal survey and is not intended to be used as a basis for establishing or verifying property boundaries.

ORDINANCE NO. _____ EFFECTIVE DATE _____
99999 99999

PRELIMINARY

ADD 1 SHEET, PLOT NO. 2820
Incorporated Level Survey for the
City of Grand Junction
DATE: _____

THIS IS NOT A BOUNDARY SURVEY

NOTICE	DRAWN BY	DATE	SCALE
Approved to Release by an authorized person under the authority of the Director of the Bureau of Land Management, U.S. Department of the Interior. All rights reserved. This document is the property of the Bureau of Land Management and is loaned to you for your use only. It is not to be distributed outside your agency.	_____	09-24-2008	1"=100'
	CHECKED BY	DATE	
	APPROVED BY	DATE	

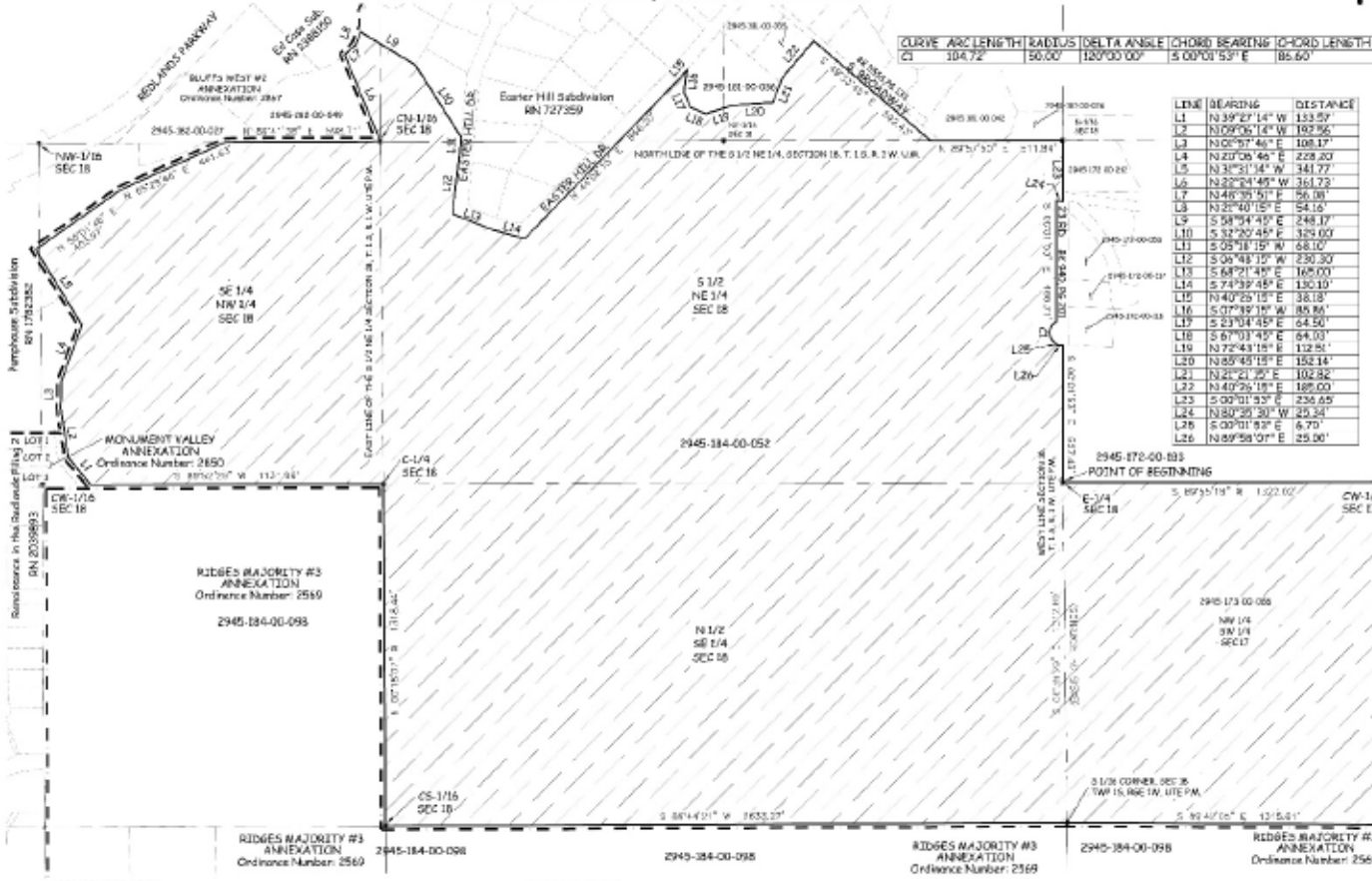


PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

REDLANDS 360
ANNEXATION

REDLANDS 360 ANNEXATION

LYING IN THE N 1/2 SE 1/4, NE 1/4, SE 1/4 NW 1/4 OF SECTION 18, AND NW 1/4 SW 1/4 OF SECTION 17,
TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	104.72'	50.00'	120°00'00"	S 00°00'53" E	85.60'

LINE	BEARING	DISTANCE
L1	N 39°27'14" W	133.57'
L2	N 02°00'14" W	163.96'
L3	N 02°07'46" E	108.17'
L4	N 23°00'46" E	228.20'
L5	N 31°51'54" W	341.77'
L6	N 22°04'49" W	361.73'
L7	N 44°35'57" E	56.98'
L8	N 27°40'15" E	54.16'
L9	S 58°04'49" E	248.17'
L10	S 32°20'45" E	329.00'
L11	S 05°11'15" W	68.10'
L12	S 00°43'15" W	230.30'
L13	S 68°21'41" E	165.00'
L14	S 74°39'45" E	130.10'
L15	N 40°25'15" E	38.18'
L16	S 07°49'19" W	85.86'
L17	S 23°04'45" E	54.50'
L18	S 67°03'49" E	64.03'
L19	N 72°43'18" E	112.85'
L20	N 65°45'15" E	152.14'
L21	N 21°21'20" E	102.82'
L22	N 40°25'18" E	189.00'
L23	S 00°01'53" E	236.65'
L24	N 80°30'30" W	25.24'
L25	S 00°01'53" E	6.70'
L26	N 89°58'07" E	25.00'

- ABBREVIATIONS**
- P.O.B. POINT OF BEGINNING
 - A.O.B. POINT OF BEGINNING
 - S.O.B. POINT OF BEGINNING
 - S.O. SECTION
 - T.W.P. TOWNSHIP
 - R. RANGE
 - SEC. SECTION
 - E.P. EASTING
 - W.P. WESTING
 - S.P. SOUTHING
 - N.P. NORTHING
 - S.P.F. SQUARE FOOT
 - C.P. CORNER
 - A.P. ANGLE
 - M.P. MILE
 - R.P. ROAD
 - H.P. HOLE
 - P.P. PILE MARK
 - R.P. ROCK
 - P.V. PILE



PRELIMINARY

THIS IS NOT A BOUNDARY SURVEY

AREA OF ANNEXATION	0.00 AC
AREA OF EXISTING ROAD	0.00 AC
AREA OF EXISTING LOT	0.00 AC

ORDNANCE NO.	2569
EFFECTIVE DATE	7/17/17



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

REDLANDS 360
ANNEXATION

FISCAL IMPACTS OF REDLANDS 360 ANNEXATION

July 15, 2020

BBC
RESEARCH &
CONSULTING

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Denver, CO 80202
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BACKGROUND

- ▶ Redlands 360 requires annexation for land into the City
- ▶ Proposed development will:
 - Include 1,644 residences
 - Add 30,000 square feet of commercial space
 - Take place on a 20 year development horizon
- ▶ Fiscal elements:
 - One-time (capital) expenditures and revenues
 - Annual recurring operations (providing services for the new development)

ONE-TIME REVENUES AND EXPENSES

METHODOLOGY

▶ Revenues

- Impact fees implemented in 2019
- Increase to full fees by July 1, 2023
- Beyond 2023 will increase with inflation

▶ Expenditures

- Impact fees based on capital models and level of service for:
 - *Police*
 - *Fire*
 - *Transportation*
 - *Parks and Recreation*
- Police and Fire revenues were implemented at 100 percent of capital needs.
- Parks and Recreation and Transportation were implemented at 75 percent of capital needs

RESULTS - OVERALL

Development type	Revenue	Expenditure	Fiscal impact (Rev. - Exp.)
Single-family attached (516 units)			
Fire	\$ 366,360	\$ 366,360	\$ -
Police	\$ 157,380	\$ 157,380	\$ -
Parks and Recreation	\$ 650,160	\$ 866,880	\$ (216,720)
Transportation	\$ 2,774,532	\$ 3,699,376	\$ (924,844)
Single-family detached (978 units)			
Fire	\$ 694,380	\$ 694,380	\$ -
Police	\$ 298,290	\$ 298,290	\$ -
Parks and Recreation	\$ 1,232,280	\$ 1,643,040	\$ (410,760)
Transportation	\$ 6,887,076	\$ 9,182,768	\$ (2,295,692)
Multi-family (150 units)			
Fire	\$ 70,050	\$ 70,050	\$ -
Police	\$ 30,000	\$ 30,000	\$ -
Parks and Recreation	\$ 127,200	\$ 169,600	\$ (42,400)
Transportation	\$ 421,650	\$ 562,200	\$ (140,550)
Commercial - Retail			
Fire	\$ 4,890	\$ 4,890	\$ -
Police	\$ 2,060	\$ 2,060	\$ -
Parks and Recreation	\$ -	\$ -	\$ -
Transportation	\$ 72,270	\$ 96,360	\$ (24,090)
Commercial - Office			
Fire	\$ 1,910	\$ 1,910	\$ -
Police	\$ 810	\$ 810	\$ -
Parks and Recreation	\$ -	\$ -	\$ -
Transportation	\$ 57,790	\$ 77,053	\$ (19,263)
Commercial - Warehouse			
Fire	\$ 340	\$ 340	\$ -
Police	\$ 140	\$ 140	\$ -
Parks and Recreation	\$ -	\$ -	\$ -
Transportation	\$ 9,210	\$ 12,280	\$ (3,070)
Total	\$13,858,778	\$17,936,167	\$ (4,077,389)

SUMMARY

▶ Revenues

- \$14.1 million in total impact fees
- Majority from residential development (\$13.9 million)
- Largest share goes to transportation (\$10.4 million)

▶ Expenditures

- Costs fully covered for capital improvements related to fire and police
- \$3.5 million deficit for transportation
- \$600,000 deficit for parks

▶ Overall \$4.1 million capital deficit

RECURRING REVENUES AND EXPENSES

METHODOLOGY - REVENUES

- ▶ Property taxes
 - Subject to Gallagher Amendment assessment ratio
 - Based on real estate values from the developer
- ▶ Sales and use taxes*
 - Based on current per-household sales tax estimate
 - Adjusted based on sales tax sources study (22% of sales taxes generated by residents)
- ▶ Charges for services
 - Payments for rec center classes, ambulance transport, and other defined services
 - Allocated on a per-household basis
- ▶ Other revenues
 - Allocated on a per-household basis

*Based on 2020 budget projections. These estimates will likely diminish due to COVID 19 and the associated economic downturn.

METHODOLOGY - EXPENSES

▶ Budget overview

- Total of \$161 million annual operating revenues
 - *\$84 million in General Fund Expenditures*
 - *\$36 million in other general government funds (CIP fund, debt service, communications center)*
 - *\$40 million in Enterprise Fund Expenditures*
- Analysis focuses on General Fund and a portion of general government
- Enterprise funds will adjust to additional costs and revenues of the new development as needed

RESULTS – ONGOING FISCAL IMPACT AT BUILDOUT

Category	Annual value (in thousands)
Revenue	
City general government sales and use taxes	\$ 668
Property taxes	\$ 442
County sales taxes	\$ 112
Charges for services	\$ 617
Intergovernmental charges	\$ 150
Franchise fees	\$ 176
Economic development	\$ 44
Other fees and services	\$ 534
Total	\$ 2,743
Expenditures	\$ 4,027
Annual deficit	\$ (1,283)

OVERALL RESULTS

Capital Impact

\$4.1 million deficit

across development timeline

Operating Impact

\$1.3 million deficit

annually at buildout

CONCLUSIONS AND RECOMMENDATIONS

▶ Common issue for many Colorado municipalities

- Residential growth rarely “pays its own way”
- Gallagher Amendment results in lopsided property tax revenues
- Often leads to over building of commercial properties
- Sales taxes are often supplemented by visitors or out of jurisdiction residents (especially in regional centers and resort areas)

▶ City considerations

- Use of municipal districts
- Specific revenue streams for operation and capital needs
- Negotiate increased public benefits and/or capital improvements
- Persigo agreement provides a structure for annexation
 - *Surplus when annexation is primarily commercial*
 - *Deficit when annexation is primarily residential*

QUESTIONS?

THANK
YOU!

BBC
RESEARCH &
CONSULTING

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Denver, CO 80202
(303) 321-2547
kwilliams@bbcresearch.com



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: July 15, 2020

Presented By: Ken Watkins, Fire Chief

Department: Fire

Submitted By: Ken Watkins

Information

SUBJECT:

Items Relating to Fire Station 3 Replacement

- i. Resolution Authorizing a Land Exchange with Mesa County Valley School District 51
- ii. Resolution Authorizing a Grant Request through the Colorado Department of Local Affairs

RECOMMENDATION:

Staff recommends adoption of the resolutions.

EXECUTIVE SUMMARY:

The Fire Department has been planning a major remodel or replacement of Fire Station 3 located at 582 25 ½ Road for several years. Fire Station 3 was originally built in 1975 and last remodeled in 1985 and has reached the end of its useful life. The station would be built using the current Fire Station 6 design and the project would use a traditional bid process for selecting a General Contractor.

The location of the station is good and provides an acceptable response time to many existing and growing areas of the City. The City will benefit from Station 3 remaining near its present location. Staff has proposed building a new station just to the south of the current location on property owned by Mesa County Valley School District 51 and to apply for a grant to assist with funding the design and construction of the replacement station.

To facilitate this project this is a two-part request for a) authorization to complete a land exchange with Mesa County Valley School District 51, b) authorization to submit a grant request to the Colorado Department of Local Affairs for a Tier II Energy Impact

Grant of \$1 million. The required supplemental appropriation is included as a separate item on this agenda for first reading and setting the second reading for August 5th, 2020.

BACKGROUND OR DETAILED INFORMATION:

Staff provided informational memorandums to City Council on February 5th and March 6th, 2020 proposing a major remodel or rebuild of Fire Station 3. Known as the Pomona station, Fire Station 3 was built in 1975 and is located just south of Pomona Elementary School at 25 ½ and Patterson. The project had been planned for 2023 in between Fire Stations 7 & 8 but due to the safety and maintenance factors listed below, staff is proposing moving this project up to 2021.

- Inability to address firefighter safety and cancer prevention concerns
- No gender separation and privacy for employees
- No ability for future facility expansion for personnel or apparatus
- Major maintenance issues involving plumbing, drainage, and roof
- Inability to meet future expansion needs of the department

The department has proposed building a new station just to the south of the current location on property owned by School District 51 that currently serves as a parking lot for the elementary school and adjacent softball and baseball fields. Moving the station to the south would create a safer environment for school parking as it would eliminate students and parents walking in front of or behind the current fire station. In addition, the location continues to be ideal for response and allows the existing fire station to stay in-service during construction.

Staff is proposing to exchange 1.1 acres that the current fire station 3 sits on for approximately 1.4 acres owned by the school district. As part of this proposal the City would be responsible for demolition of the existing station and construction of a new parking lot in its place. Staff met with district representatives on January 6, 2020 to explore this option and followed up with a written request for the exchange on February 6, 2020. School district staff have expressed support for this proposal, but the COVID-19 Pandemic delayed formalizing this exchange until now, with the item scheduled to go before the school district board on July 21, 2020.

This project has also been identified as a priority for application to the Colorado Department of Local Affairs (DOLA) Tier II Energy Impact Grant for up to \$1 million. Staff believes this is a good opportunity for this grant because Fire Station #3 is the department's hazardous materials response station and has a direct correlation with energy and industry. Approval for application of the DOLA grant is part of this request to meet the next grant application deadline of August 1, 2020.

The cost of this project is estimated at \$5.5 million and the required supplemental

appropriation ordinance is on this agenda for first reading setting a second reading on August 5th. The supplemental appropriation is necessary to complete the design and secure a general contractor for construction beginning in 2020 with anticipated completion in 2021.

Moving up the construction of a new Fire Station 3 is critical for eliminating the issues of the current facility and to bring the station in line with our other stations for safety and design. It also allows for grow and expansion in the future as the community needs change.

FISCAL IMPACT:

This project is not part of the First Responder Tax but is funded in the five-year balanced portion of the 10-year capital budget. The estimated cost of demolition of the current station, construction of the new station, and reconstruction of the existing parking lot is \$5.5 million. In order to move the project forward for completion in 2021, funds will need to be appropriated in 2020. These funds need to be in the 2020 budget for the total estimated cost of \$5.5 million to complete the design and secure a general contractor. This will mean budgeting use of the General Fund reserves in 2020. However, with a successful grant award of \$1 million the net cost will be \$4.5 million. Staff only expects to spend \$200,000 in 2020 on design, with the remaining \$4.3 million carrying forward to 2021 for construction and funding from 0.75% sales tax revenues. This will result in only the amount spent in 2020 (estimated at \$200,000) being used out of the General Fund reserves.

After City Council authorization of use of General Fund reserves for COVID-19 relief efforts; \$500,000 for #GJStrong for basic needs; \$540,000 for business stabilization and recovery; and \$87,000 in support of Homeward Bound; and still assuming a 25% annual reduction in sales tax revenues, the estimated General Fund Balance at 12/31/2020 is \$21.78 million with a minimum reserve of \$15.2 million which is based on the 2020 Adopted Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 45-20, a resolution ratifying and authorizing the exchange of real property between the City of Grand Junction and Mesa County Valley School District 51; and

I move to (adopt/deny) Resolution No. 46-20, a resolution authorizing the City Manager to submit a grant request to the Colorado Department of Local Affairs' Energy and Mineral Impact Assistance Program for the replacement of Fire Station 3.

Attachments

1. Resolution

2. DOLA Grant App CC Resolution rev
3. Fire Station 3 Presentation

**RESOLUTION -
A RESOLUTION RATIFYING AND AUTHORIZING
THE EXCHANGE OF REAL PROPERTY BETWEEN
THE CITY OF GRAND JUNCTION AND
MESA COUNTY VALLEY SCHOOL DISTRICT 51**

RECITALS:

The City of Grand Junction ("City") owns Fire Station 3 at 582 25 ½ Road ("City Property") in Grand Junction, Colorado.

Mesa County Valley School District 51 ("District") owns property at 588 25 ½ Road (with an unaddressed parcel to be subdivided therefrom) ("District Property") near the City Property.

The District Property has historically been used for ingress, egress and parking for Pomona Elementary School, Kronkright Field and the City property has historically been used for the Fire Station 3. Fire Station 3 was originally built in 1975 and last remodeled in 1985 and has reached the end of its useful life. The location of the station is good and provides an acceptable response time to many existing and growing areas of the City. The City will benefit from Station 3 remaining near its present location.

The City and the District have negotiated and agreed, subject to the authorization of each body's governing body, that the District Property will be used for construction/relocation of City Fire Station 3 and the City Property will be used for parking for Pomona Elementary School. The District acknowledges and agrees to the changes of use of the respective properties and waives any rights or claims that it now has to the location of the parking, access to the parking or the construction and operation of the Fire Station.

If the exchange of properties is ratified and approved, the City, in accordance with terms negotiated by and between the City and the District, will remove the current Fire Station 3 from the City Property and reconstruct the Station on the District's Property. Furthermore, the City will construct parking for the District on the former Fire Station site.

The City and the District have determined that each party's cost basis in their respective holdings is substantially equivalent and that an outright exchange of these holdings constitutes fair and reasonable consideration to both parties.

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

That the exchange of property with the Mesa County Valley School District 51 as described herein and in the agreement by and between the City and the District is authorized and ratified and furthermore, authorizes the City Manager to execute the agreement and take any and all actions necessary or required to effect the exchange.

Any modification to the conditions stated herein or the addition of new terms or conditions shall require further review, consent and ratification of those terms.

ADOPTED this 15th day of July 2020.

C.E. "Duke" Wortmann
President of City Council

ATTEST:

Wanda Winkleman
City Clerk



**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ____-20**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT
REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS' (DOLA)
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM FOR THE
REPLACEMENT OF FIRE STATION 3**

RECITALS.

The Fire Department is requesting replacement of Fire Station 3 located at 582 25½ Road. Application of a Colorado Department of Local Affairs (DOLA) for a Tier II Energy Impact Grant has been identified to assist with funding this project in the General Fund Capital Budget. If awarded, these grant funds will help offset the construction costs of a replacement Fire Station 3. The project was planned for 2023 but due to the firefighter health/safety and facility maintenance factors listed below staff is recommending that this project be moved up to 2021.

- Inability to address firefighter safety and cancer prevention strategies
- No gender separation and privacy for employees
- No ability for future facility expansion for personnel or apparatus
- Major maintenance issues involving plumbing, drainage, and roof

The request to DOLA is for a \$1.0 million grant with a \$4.5 million match for a total project amount of \$5.5 million to assist with funding for the construction of a replacement Fire Station 3.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the City Manager to submit a \$1million grant request, with local match of \$4.5 million, in accordance with and pursuant to the recitals stated above to the Colorado Department of Local Affairs' Energy and Mineral Impact Assistance Program for the construction of a replacement Fire Station 3.

Dated this 15th day of July 2020.

C.E. Duke Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk

Grand Junction City Council

July 15, 2020

Item 6a. Fire Station 3 Replacement

Resolution Authorizing a Land Exchange with Mesa County Valley School District 51

Resolution Authorizing a Grant Request through the Colorado Department of Local Affairs

Fire Station 3 Replacement— 585 25 ½ Road



Fire Station 3 Replacement

Why Replacement?

- **Age**
 - ✓ 45 year old facility with a number of maintenance and capital needs
 - ✓ Evaluated major remodel with architect/consultant
- **Size**
 - ✓ 5,477 square feet plus 900 square feet for an equipment storage building
 - ✓ New station designs are 9,000-10,000 square feet
- **Design**
 - ✓ Firefighter safety and cancer prevention
 - ✓ Gender separation and privacy
 - ✓ Ability to expand for the future
- **Location**
 - ✓ Evaluated relocation for response coverage
 - ✓ Continues to be a good location – west, northwest, city core, hospitals
 - ✓ Create space between Pomona Elementary and the fire station

Fire Station 3 Replacement



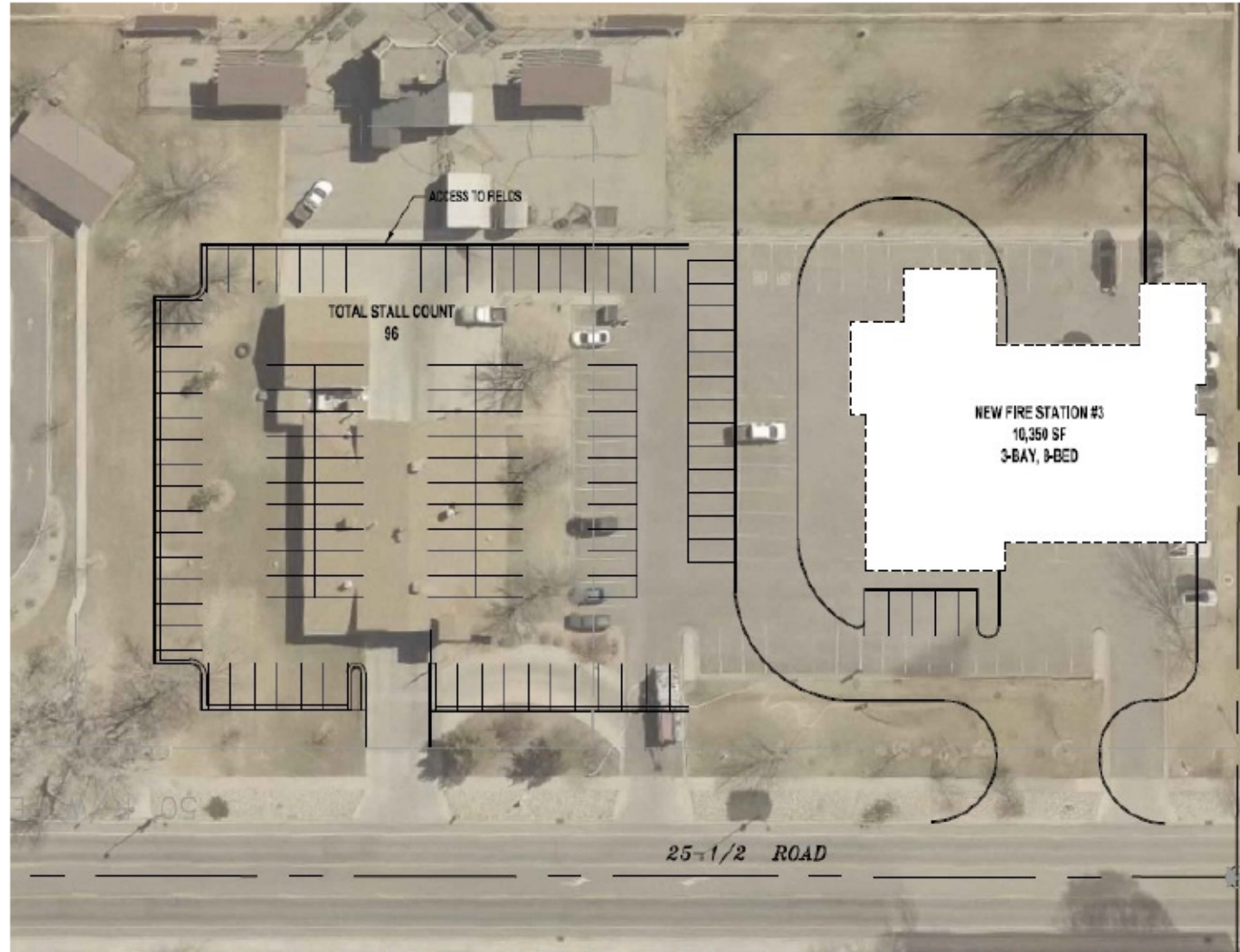
Fire Station #3 Replacement



Fire Station 3 – Land Exchange



Fire Station 3 – Land Exchange

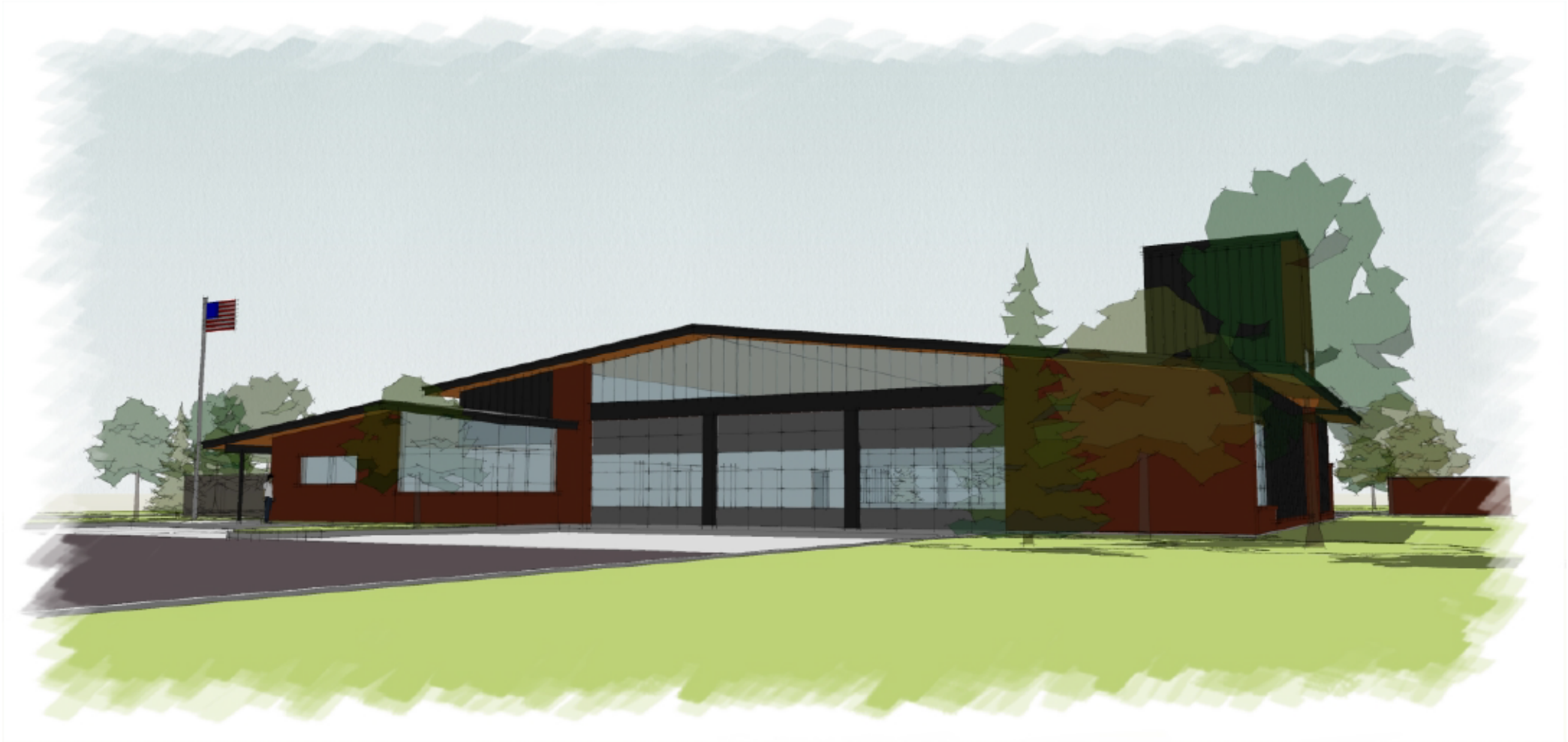


Fire Station 3 – Scope of Project

2020 - 2021

- *Supplemental Appropriation for funding - \$5.5 million*
- *Land exchange with Mesa County Valley School District 51*
- *Application for DOLA Energy and Mineral Impact Assistance Program Tier II Grant*
- Site planning and architectural design
- Complete bid process and secure general contractor
- Relocate sanitary sewer line
- Construction of new fire station
- Demolition of existing fire station
- Construction of new parking lot

Fire Station 3 Replacement – Questions?





Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: July 15, 2020

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Deed of Conservation Easement - 2312 Monument Road

RECOMMENDATION:

Approve the Conservation Easement on 2312 Monument Road, a 20.65 acre parcel.

EXECUTIVE SUMMARY:

Colorado West Land Trust (CWLT) and the City of Grand Junction partnered to acquire a 20-acre parcel in the Monument Road Corridor. The majority of the cost was from a Great Outdoors Colorado (GOCO) grant announced in March 2020. This land is required to build the second phase of the Monument Connect Trail, linking the Lunch Loop Trailhead to South Camp Road. This Phase II is a future capital project that will be competitive in future funding cycles with GOCO and others. This Conservation Easement, a GOCO requirement, is being placed on the property in anticipation of the CWLT deeding the property to the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

Colorado West Land Trust and the City of Grand Junction are partnering to build a connector trail along the Monument Corridor that will connect open space and trailheads, serving as a linear park, and become a strategic asset for the community as one of the City's greatest offerings to connect its residents to the outdoors. The missing link to completing this paved corridor trail is this 20 acre parcel, 2312 Monument Road that will greatly enhance connectivity and access for people of all ages and abilities to one of our area's most popular trail systems, the Lunch Loop. This missing link provides a trail corridor and a spectacular wild lands open space with

access to the BLM's Lunch Loop Trail system.

Phase I of the Monument Connect Trail connects downtown to the Lunch Loop Trailhead, and has been used extensively by all ages of hikers, bikers, runners and walkers since the Grand Opening and Chain Breaking Event held on February 20, 2020. The acquisition of this 2312 Monument Road enables Phase II of the Monument Connect Trail, linking the Lunch Loop trailhead up to the existing detached sidewalk at South Camp Road.

The future Phase II paved trail will create a 10 mile paved trail loop connecting the Riverfront Trail, Lunch Loop, Rigs Hill, Connected Lakes, the Audubon Trail, downtown Grand Junction, and neighborhoods representing diverse populations. The subject property will also provide an additional access to the Lunch Loop trail system for kids, families, and individuals who now can only access by car at the main trailhead. This proposed section of a paved Monument Corridor connector trail will complement the section of paved trail now under construction, the Lunch Loop Connector Trail, that is connecting the Riverfront to the Lunch Loop Trailhead along the lower section of the Corridor.

CWLT will purchase and conserve the 20 acre subject property, formerly part of a larger 37 acre parcel, that will serve as a spectacularly scenic trail corridor, provide needed additional public access to BLM's Lunch Loop trails, as well as provide a beautiful natural open space along No Thoroughfare Wash. The primary drainage from the Colorado National Monument to the Colorado River, this desert intermittent wash provides a unique riparian zone with native vegetation and wildlife habitat that bisects the parcel's upper dry lands. While invasive species and two track jeep roads were at one time prevalent throughout the Lunch Loop and Three Sisters open space, this parcel remains relatively undisturbed, featuring native plants.

In 2015, CWLT, City of Grand Junction trail engineers, Mesa County Regional Transportation Office staff, and BLM's local Recreation Planner identified this larger 37 acre property as essential for the paved trail alignment to connect the Lunch Loop Trailhead to the existing South Camp Road paved trail, completing the Monument Corridor connector trail. CWLT met with the landowner of this property at 2312 Monument Road in 2015 to discuss an option to buy all or part of this property. The landowner was not ready to sell at that time.

In 2019, 2312 Monument Road came up for sale. CWLT determined that the best outcome would be to partner with the developer who would purchase the entire property, to divide off the most environmentally sensitive and recreationally important piece for a trail corridor and public open space.

FISCAL IMPACT:

No direct fiscal impact from this action.

The City did participate with CWLT in the acquisition of the property in April. The funding for the acquisition was \$30,000 from the City; \$99,130 from other partner funding; and \$156,920 from a GOCO grant for a total cost of \$286,050.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 47-20, a resolution authorizing a Conservation Easement for approximately 21 acres of land at 2312 Monument Road for the ongoing development of the Monument Road Trail and other recreation and conservation activities and uses.

Attachments

1. Resolution Monument Road
2. Deed of Conservation Easement
3. Map
4. Conservation Easement Presentation

RESOLUTION NO. __-20

A RESOLUTION AUTHORIZING A CONSERVATION EASEMENT FOR APPROXIMATELY 21 ACRES OF LAND AT 2312 MONUMENT ROAD FOR THE ONGOING DEVELOPMENT OF THE MONUMENT ROAD TRAIL AND OTHER RECREATION AND CONSERVATION ACTIVITIES AND USES

Recitals:

On October 2, 2019 the City Council approved Resolution 63-19 which supported the Mesa County Land Conservancy, Inc., with the trade name of Colorado West Land Trust, a private, non-profit land conservation corporation ("Trust"), in its acquisition of approximately twenty-one acres (20.65) of land located at 2312 Monument Road ("Property") in the City of Grand Junction.

The intent of the Trust, and ultimately the City, was to acquire the Property and place a conservation easement ("Conservation Easement") on it and deed it to the City as open space. Resolution 63-19 provided that the City would enter into such further agreements as necessary and proper to obtain and pass through grant funds to the Trust and complete the project. Great Outdoors Colorado ("GOCO") awarded a grant, the Property has been acquired and the Conservation Easement has been drafted, reviewed by City staff and is recommended for approval by City Council.

The Conservation Easement, in the form attached, contains restrictions on the use and development of the Property, which are intended to protect its open space and other trail based recreation and conservation values. The City Council has found that the Conservation Easement is consistent with the prior approval, provides benefits that are in the public interest and by and with the adoption of this Resolution authorizes the President of the City Council, on behalf of the City Council, to approve and sign the Conservation Easement for the purpose of forever conserving the open space character, wildlife habitat, and scenic qualities of the Property.

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

The City Council does consent and agree to the execution this reservation of Deed of Conservation Easement for the purpose of acknowledging that the Property is being conveyed to the City subject to the terms of the Deed of Conservation Easement, attached hereto and incorporated by this reference as if fully set forth.

Passed and adopted this 15th day of July, 2020.

C.E. "Duke" Wortmann
President of the City Council

ATTEST:

Wanda Winkelman
City Clerk

**RESERVATION OF
DEED OF CONSERVATION EASEMENT**
Mesa County Land Conservancy, Inc. dba Colorado West Land Trust
Property, Mesa County, CO

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #20011 (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY, WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS RESERVATION OF DEED OF CONSERVATION EASEMENT is made this [redacted] day of [redacted], 2020 by the MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation, doing business as COLORADO WEST LAND TRUST, 1006 Main Street, Grand Junction, Colorado, 81501 (the “Conservancy”) which is conveying the property described in Exhibit A (“Property” or “the Property”) herein subject to the reservation of this Deed of Conservation Easement to the CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, the address of which is 250 North 5th Street, Grand Junction, CO 81521 (for the purpose of this reservation referred to herein as the “Grantor” or the “City”), for the purpose of forever conserving the open space character, wildlife habitat, and scenic qualities of the subject property. The City has executed this reservation of Deed of Conservation Easement for the purpose of acknowledging that the Property is being conveyed to it subject to the terms of this Deed of Conservation Easement. The Grantor and the Conservancy are individually referred to herein as a “Party”, and are collectively referred to herein as the “Parties”. The “Effective Date” of this Reservation of Deed of Conservation Easement is the date of recording in the Mesa County Clerk and Recorder’s Office.

The following Exhibits are attached hereto and made a part of this Conservation Easement:

- Exhibit A - Legal Description of Property
- Exhibit B - Map of Property

RECITALS:

Grantor is the sole owner in fee simple of certain real property located in Mesa County, Colorado, encompassing 20.65 acres of land, more or less, more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference, together with appurtenances, improvements located thereon, mineral rights owned by the Grantor.

- A) The open space, scenic vistas, trail connectivity, recreational and other characteristics of the Property, its current use and state of improvement, are described in a **Present Conditions Report (“Baseline Report”)** dated May 1, 2020 and acknowledged in writing by both Parties to be complete and accurate as of the date of this Easement. Both the Grantor and Conservancy shall permanently keep signed copies of the Baseline Report, which will be used by the Conservancy to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. The Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

- B) The Property possesses natural, scenic, open space, trail connectivity and recreational values (collectively, the “**Conservation Values**”) of great importance to the Grantor and the Conservancy, and the peoples of Mesa County, the State of Colorado, and the United States of America, which are worthy of protection, and which are described in the Baseline Report. The conservation purposes described in these Recitals are part of the Conservation Values of the Property.
- C) **Relatively Natural Habitat.** The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(3) is furthered by this Easement, “To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives.” A majority of the Property remains in an essentially natural condition with native habitats. Native habitats include Shadscale/Galleta grass community and Greasewood bottomlands. A majority of the Property is undisturbed and has well developed cryptobiotic soil crusts that provide nitrogen and resistance to erosion to the sandy and clayey soils. The intermittent drainage of No-Thoroughfare Canyon flows across the Property. Three individuals of Colorado hookless cactus (*Schlerocactus glaucous*), a federally listed rare plant, were observed on the Property. These habitats, as well as their proximity to Colorado National Monument, host mammals including deer, fox, mountain lions, and even bear as well as a wide variety of birds and reptiles. No-Thoroughfare Wash is a natural wildlife movement corridor, and preserving this portion keeps that corridor uninterrupted for several miles outside of the Monument. Development of any trailhead and trails in this area requires special precautions.
- D) **Open Space.** The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(4) is furthered by this Easement, “The preservation of certain open space (including farmland and forest land) for the scenic enjoyment of the general public and will yield a significant public benefit.”
- 1) The Property contains an array of Conservation Values that make it an ideal property to conserve, from natural habitat and views to providing tremendous natural recreational benefit for the public. The Property serves as a strategic location for a paved connector trail and trail access to the Bureau of Land Management’s (BLM) existing open space and soft surface trail system. This Property is located adjacent to BLM owned land and highly accessible from existing residential neighborhoods. Once conserved, the Property will provide a new trailhead to BLM owned land for pedestrians and bike riders. The Property’s paved trail will connect popular existing outdoor amenities, including the Lunch Loop Trailhead (also referred to as the Tabeguache Trailhead) and bike park, the Colorado Riverfront trail system, downtown Grand Junction, the Audubon Trail and the James M. Robb Connected Lakes State Park. The protection of the Property will allow the general public to use and enjoy it for generations to come.
 - 2) The Property can also be seen from existing BLM land, residential neighborhoods, and Monument Road. This Property provides extensive uninterrupted views for trail users and help preserves a wildlife corridor along No Thoroughfare Wash.
 - 3) The Property is located along the Monument Corridor, a significant recreational and open space area containing a mix of federal and locally owned conserved lands for public use. The Property is adjacent to the BLM’s non-motorized Tabeguache/Lunch Loop public open space and less than half a mile from the City of Grand Junction’s Tabeguache Trailhead, where 193 acres are conserved. The National Park Service’s Colorado National Monument, approximately 40,000 acres of open space, scenic lands, and wildlife habitat is approximately one quarter of a mile to the west of the Property. Another 80 acres of privately owned land, conserved with the Conservancy, is adjacent

to the Monument and serves as a buffer for the Monument's open space and wildlife habitat, hosting a variety of native species along its section of No Thoroughfare Wash. Just north of the Property, across Monument Road are 16 acres of land purchased by Colorado West Land Trust for public open space.

- 4) The Property is situated along a major growth corridor which is experiencing increasing development pressure. With new development, the community is losing scenic views of natural landscapes and access to open space and the mosaic of wildlife and bird habitat in the area is disappearing.
 - 5) Preservation of the Property and its open space provides significant public benefit; possible subdivision and development of the Property would result in the degradation of the scenic character of the area, and decrease opportunities for recreational uses of the natural surrounding areas. The perpetual conservation easement will ensure that the Property continues to provide significant public benefits to the general public who appreciate its scenic values and who will continue to utilize the recreational opportunities generated as a result of its protection.
- E) The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the clearly delineated governmental conservation policies set forth below.
- i) C.R.S. §§38-30.5-101, *et seq.*, provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."
 - ii) The Colorado Wildlife and Parks and Outdoor Recreation statutes, C.R.S. §§33-1-101, *et seq.*, which provide that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors," and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."
 - iii) The Property is located in Mesa County, whose Countywide Land Use Plan contains the following goals: "to encourage preservation of sustainable ecosystems," and "to protect important open lands." Furthermore, "new development should accommodate and protect wildlife habitats" and "assure that open land is recognized as a limited and valuable resource which must be conserved whenever possible."
 - iv) In 2002, Mesa County and the City of Grand Junction Planning Commissions jointly adopted a Redlands Neighborhood Plan, and that Plan was subsequently incorporated into the Grand Junction Comprehensive Plan by vote of the City Council in February 2010. Findings supporting the adoption of the Redlands Neighborhood Plan include the following:

"Monument Road has been identified as a visually important corridor on the Redlands, providing access to the Tabeguache [Lunch Loop] trailhead and a gateway to the Colorado National Monument. In addition to the ridgeline views along the corridor, the views on either side of the roadway are also of importance to maintain the open vistas to the Monument."

- v) Funding for this project has been provided in part by the Board. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grant programs and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.
- F) The Conservancy is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a "qualified organization" as defined in Section 170(h)(3) of the Code, and a charitable organization as defined in C.R.S. §38-30.5-104(2), and has the resources and commitment to protect and defend the conservation purposes of this Easement.
- G) The Conservancy is certified by the State of Colorado Division of Conservation to hold conservation easements for which a state tax credit is claimed for the current year.
- H) The Grantor desires to protect the Conservation Values of the Property in perpetuity by creation of a conservation easement in gross under Article 30.5 of Title 38, Colorado Revised Statutes.
- I) The Conservancy accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

AGREEMENT:

NOW, THEREFORE, for reasons given, and in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§38-30.5-101, *et seq.*, the Conservancy, its successors and assigns, hereby reserves and Grantor accepts the Property subject to this conservation easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property (the "Easement" or the "Deed"), exclusively for the purpose of conserving and forever maintaining the open space character, access to recreational trails and other recreational uses, wildlife habitat, and scenic qualities of the Property.

1. Purpose. It is the purpose of this Easement to assure that the Property will forever remain predominantly in a combination of its scenic, recreation and open space condition and to prevent any use of the Property that will diminish, impair or interfere with the Conservation Values of the Property. The Parties intend that this Easement will confine the use of the Property to recreational and public open space access uses. It is the purpose of this Easement to remove and preclude the right to develop and construct housing and other buildings on the Property, except as provided herein. The provisions and restrictions contained in this Easement are intended to ensure that the Property remains available for outdoor recreation and paved trail connectivity in accordance with Section 170(b)(1)(E)(iv) of the Internal Revenue Code.
2. Permitted Uses of Property. The following uses and practices by Grantor, though not an exhaustive recital, are consistent with preservation of the Conservation Values of this Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the

Conservancy. Procedures for prior approval are listed below. The remainder of these consistent uses shall not be precluded, prevented, or limited by this Easement.

2.1. Recreational and Educational Uses.

2.1.1. Recreational and Educational Uses. The Grantor shall have the right to engage in or permit the public to engage in non-motorized educational and recreational activities, such as hiking, bicycling, dog walking and other similar recreational uses, subject to the terms of the Public Access Paragraph 9, herein (“**Recreational and Educational Uses**”). Grantor shall have the right to allow Recreational and Educational Uses which, by way of example only, may include bicycle tours, stewardship activities, and community engagement activities, and educational seminars.

2.2. Management Plan.

2.2.1 The Management Plan. The Management Plan will be created through a process that will include the Conservancy, the City of Grand Junction (Grantor), and representatives of other interested parties as designated by the City of Grand Junction and the Conservancy. The Management Plan incorporating these maintenance obligations shall be completed and approved within two (2) years of the Effective Date. The Management Plan will identify important natural resource values (such as rare plants, paleontological resources and/or scenic views) and ensure that public uses and/or facilities are compatible with preserving Conservation Values. The Conservancy shall provide the Management Plan to the Board. The Parties shall review the Management Plan within 60 days of the anniversary of the Effective Date no less than every five (5) years and update it as the Parties determine to be necessary.

2.2.2 Trails, Trail Facilities. Trails for bicycling and hiking (“**Trails**”), and related facilities, such as but not limited to, trailheads, informational/directional kiosks, signage, restrooms and other improvements necessary to support the uses of the Trails (“**Trail Facilities**”), may be constructed, maintained, repaired and replaced on the Property in the locations and in the manner identified in The Management Plan.

2.2.3 Maintenance by Grantor. The Grantor’s responsibilities will be fully outlined in the Management Plan. These responsibilities may include maintenance of all hard surface trails, trailheads and areas of public access, targeted weed control in trailhead areas and around paved trails, removal of graffiti. Grantor will not be responsible for soft surface single track trails. The roles of other partnering entities in maintaining soft surface trails and open space areas will be outlined in The Management Plan.

2.2.4. Building Areas; Location of Restrooms, Kiosks and Parking. A maximum of two (2) building areas (“**Building Areas**”), not more than one (1) acre in size each, shall be allowed on the Property, in the location(s) designated and for the purposes described in the Management Plan and determined by the Grantor and the Conservancy. Restrooms, other open air structures including informational kiosks, shade shelters, and seating areas may be located in the Building Areas. Building areas are not for residential buildings.

2.1.5. Minor Structures. Grantor may locate open air structures including shade structures, interpretive and informational signs outside of the Building Areas in locations as designated in the Management Plan and determined by the Grantor and the Conservancy.

2.1.6. Nothing in this Easement shall be deemed to alter protections provided to the Conservancy under C.R.S §33-41-103, or any subsequent legislation. Grantor and the Conservancy specifically agree that the Grantor is both the owner and the manager of the Property, including the manager of recreational activities on the Property, and as provided in C.R.S §33-41- 103(2)(d), the Conservancy shall not be held liable for the Grantor's management of the Property for recreational or any other purposes.

2.3. Trails and Trail Construction.

2.2.1. Trails. Trails and Trail Facilities may be constructed, maintained and managed on the Property in a manner consistent with the Management Plan, by or under the direction of the Grantor or pursuant to a contract entered into by Grantor, with the prior written approval of the Conservancy as provided in Paragraph 18, herein, which approval shall not be unreasonably withheld.

2.2.2. Approval for Trails. The approvals described in Paragraph 2.2.1 shall be given by the Conservancy within 45 days as provided in Paragraph 18, herein, unless it is determined that the proposed activity, or the location of any trails, will substantially diminish or impair the open space or wildlife habitat Conservation Values of the Property or is otherwise inconsistent with the Purpose of this Easement, in which case permission shall be denied.

2.2.3. Public Use. Public use of the Trails is allowed, subject to the terms of the Public Access Paragraph 9, herein.

2.4. Fencing. Exterior boundary fencing shall be allowed on the Property as well as fencing, if necessary, to protect environmentally sensitive areas or areas containing paleontological or cultural resources, and/or for property management purposes. The construction or reconstruction of any fence is prohibited, except to repair or replace existing fences, build new fences for purposes of reasonable and customary management for wildlife, or to build new fences for separation of ownership and uses on the Property.

2.5. Paving; Utilities. No portion of the Property shall be paved or otherwise covered with concrete, asphalt or other paving materials, provided, however, a hard surface (concrete, asphalt or other paving materials) bicycle and/or pedestrian trail may be constructed on the Property as Phase 2 of the Monument Trail, connecting the Tabeguache Trailhead to the South Camp Road paved trail and associated facilities including an underpass under Monument Road, as permitted in the Management Plan. Grantor may also install, construct and maintain utilities (including above-ground utilities, with the prior written approval of the Conservancy as provided in Paragraph 18) for the benefit of the Property and consistent with the Purpose, but for no other properties.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. In addition to the above statement, the following uses and activities are expressly prohibited or restricted as provided below.
 - 3.1. No Subdivision. The Parties agree that the division, subdivision, de facto subdivision or partition in kind of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including but not limited to condominium interests or the partition in kind of undivided interests) is prohibited. At all times Grantor shall own and convey the Property (including without limitation the improvements, appurtenances, Mineral Rights and Water Rights) as a single parcel, which shall be subject to the provisions of this Easement, regardless of whether the Property consists of separate parcels as of the date of recording of this Easement, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes. Grantor may own the single parcel by joint tenancy or tenancy in common. However, Grantor shall not undertake any legal proceeding to subdivide or partition in kind in any manner such undivided interests in the single parcel.
 - 3.2. Commercial and Industrial Activities. For the purposes of this Easement the terms “industrial” and “commercial” uses have the same meaning as in the City of Grand Junction zoning code. The Property may not be used for industrial activities or uses. The Property may be used for the Recreational and Educational Uses described in Paragraph 2.1. Commercial uses inconsistent with the Purpose of the Easement are prohibited.
 - 3.3. Boundary Line Adjustments. No boundary line adjustment shall be allowed which removes any portion of the Property from this Easement, or which results in any increased density of development on or off the Property; nor shall the Property be used for calculating density of development or permitted uses on any other property or for the purpose of increasing the density of development or uses that might be permitted on any other property. The Conservancy, in its discretion, may approve a boundary line adjustment proposed by the Grantor, if consistent with the purpose of this Easement, provided that at all times the entire Property shall remain subject to this Easement.
 - 3.4. Buildings or Other Structures. No buildings or other similar structures shall be erected or placed on the Property, except as provided in Paragraph 2, Permitted Uses of Property.
 - 3.5. Paving; Driveway. Subject to the provisions of Paragraph 2, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other paving materials except as specifically set forth in Section 2.4.
 - 3.6. Signs and Billboards. With the exception of the Conservancy’s right to place a sign on the perimeter of the Property as described below, and the signs which are permitted in the Management Plan, no signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for an appropriate and customary identification sign, a sign or signs acknowledging contributors to the acquisition of the Property, signs regarding the recreational use of the Property and educational and interpretive signs. No signs shall diminish, impair or interfere with the Conservation Values of the Property. The

Conservancy shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public

- 3.7. No Mining which Disturbs the Surface. The drilling, exploration by geophysical and other methods, mining, extraction and operating for and producing from the Property, including the construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, of any kind or description, and including all activities described as "oil and gas operations" in C.R.S. §34-60-103, as amended (collectively referred to as "**mining**"), of soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fuel, or any other mineral substance, of any kind or description (collectively referred to as "**Minerals**"), is prohibited on the Property, except as provided in this paragraph entitled "Mining". Mining which disturbs the surface of the Property is prohibited; mining that does not disturb the surface in any way is permitted, as provided in this Paragraph ("Mining").
- 3.8. Trash. The dumping or uncontained accumulation of trash or refuse on the Property is prohibited.
- 3.9. Hazardous Materials. The storage, dumping or other disposal of "**Hazardous or Toxic Materials**" or of non-compostable refuse on the Property is prohibited. For the purpose of this Easement "Hazardous or Toxic Materials" shall be taken in its broadest legal context and shall include any petroleum products as defined in ASTM Standard E 1527-05 and any hazardous or toxic substance, material or waste that is regulated under any federal, state or local law. Notwithstanding anything in this Easement to the contrary, the prohibitions in this Easement do not make or allow the Conservancy or the Board to become an owner or operator of the Property, nor does it permit the Conservancy or the Board to exercise physical or managerial control over the day-to-day operations of the Grantor or control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Conservancy may bring an action to protect the Conservation Values of the Property, as described in this Easement. (The prohibitions in this Easement do not impose liability on the Conservancy for Hazardous or Toxic Materials, nor shall the Conservancy be construed as having liability as a "responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, or similar federal or state statutes.) Nothing in this paragraph shall prohibit the use of chemicals and products in accordance with applicable laws and manufacturer's instructions.
- 3.10. Aircraft runways. Aircraft runways are prohibited.
- 3.11. Rights of Way, Easements and Utility restrictions. Except for existing and approved roads and utilities as specifically referenced herein, there shall be no rights of way and access easements including driveways, roads, utilities and utility lines upon or within the Property without the prior written approval of the Conservancy. No towers, power generation or transmission facilities, antennas or equipment for telecommunications or radar shall be allowed.

- 3.12. Commercial Recreational Activities. Commercial recreational activities are prohibited, except those with a *de minimus* impact on the Conservation Values, as determined by the Conservancy, in its sole discretion. Grantor shall not construct or place any new recreational improvement on the Property, except that is provided in paragraph 2 Permitted Uses of Property including but not limited to athletic fields, courts, golf courses or ranges, airstrips, helicopter pads, or shooting ranges.
- 3.13. Motorized Vehicles. Use of snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles except for trail or property-maintenance and/or emergency response purposes, is prohibited.
- 3.14. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited.
4. Water Rights. No water rights are encumbered by this Easement.
5. Rights to the Conservancy. To accomplish the purpose of this Easement, in addition to the rights described in C.R.S. §§38-30.5-101, *et seq.*, as amended from time to time, the following rights are granted to the Conservancy:
 - 5.1. To preserve and protect the Conservation Values of the Property;
 - 5.2. To enter upon the Property, in order to monitor compliance with and otherwise enforce the terms of this Easement.
 - 5.3. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, or which may be reasonably expected to have material adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use, and
 - 5.4. To place and maintain on the perimeter of the Property a sign or signs indicating that a conservation easement is held by the Conservancy on the Property. The size of the sign and the location, design and content of such signs shall be determined through mutual agreement of the Grantor and the Conservancy.
6. Rights Retained by Grantor. The Conservancy grants to Grantor and to Grantor's successors, and assigns, all rights to use the Property in accordance with the Management Plan, that are not expressly prohibited herein and are consistent with the preservation of the Conservation Values of this Easement.
7. Responsibilities of the Grantor and the Conservancy Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Conservancy, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:
 - 7.1. Taxes. The Grantor is exempt for payment of taxes and assessments. If in the future the owner of the Property is not exempt from payment of taxes and

assessments, then during its period of ownership such owner shall be solely responsible for payment of taxes and assessments levied against the Property, including any taxes imposed upon, or incurred as a result of, this Easement. If the Conservancy is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse the Conservancy for the same.

7.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including weed control and eradication, to the extent it may be required by law, and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. The Conservancy shall have no obligation for the upkeep or maintenance of the Property.

7.3. Insurance; Mortgages, Deeds of Trust. The Grantor shall be responsible for the maintenance of comprehensive general liability insurance or self-funded insurance, in an amount of at least \$2,000,000 with coverages determined by the Grantor, on the Property. Grantor shall name the Conservancy as an additional insured on such comprehensive general liability insurance coverage and shall provide a certificate of such insurance to the Conservancy upon the request of the Conservancy. Any mortgage or deed of trust which encumbers all or a portion of the Property shall be subordinate to the terms of this Easement and the foreclosure of any such mortgage or deed of trust shall not adversely affect the existence or continuing validity of this Easement.

8. Enforcement

8.1. The Conservancy shall have the right to prevent and correct violations of the terms of this Easement, including taking appropriate legal action, in accordance with the terms of this subparagraph. If the Conservancy finds what it believes is a violation, it shall provide written notice to the Grantor and the Board of such alleged violation. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, wildlife habitat or scenic qualities of the Property, the Conservancy will give the Grantor sixty (60) days to correct the violation before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Conservancy may obtain an injunction to stop it, temporarily or permanently. A court may also issue an order requiring the Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Conservancy for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. These rights are in addition to any rights as described in C.R.S. §§38-30.5-101, *et seq.*, as amended from time to time. The failure of the Conservancy to take immediate action shall not bar it from doing so at a later time.

8.2. Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy. Accordingly, any forbearance by the Conservancy to exercise its rights under this Easement shall not be deemed or construed to be a waiver by the Conservancy of any term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or

remedy or be construed as a waiver. Grantor hereby waives the defenses of laches, estoppel and prescription in any action brought by the Conservancy to enforce this Easement. Grantor hereby waives any defense available to Grantor pursuant to C.R.S. §38-41-119.

- 8.3. If the Conservancy prevails in any action to enforce or defend the terms of this Easement, any costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor, including, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If the court finds no violation or if Grantor prevails in any action to enforce or defend the terms of this Easement, then Grantor and the Conservancy shall each bear their own expenses and attorney fees. The Grantor and the Conservancy agree that this allocation of expenses is appropriate in light of the potential disparate financial incentives of the Grantor and the Conservancy and the Conservancy's public benefit mission.
9. Public Access. The public shall have access to the Property for recreational opportunities, subject to the regulations imposed on such use and access imposed by the Grantor as may be necessary to protect the public safety, and to protect the other Conservation Values of the Property, and to balance wildlife habitat needs and public recreation.
10. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against the Grantor for any injury or change to the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such natural events. Grantor understands that nothing in this Easement relieves the Grantor of any obligation or restriction on the use of the Property imposed by law.
11. Assignment of Easement.
 - 11.1. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to an organization that:
 - 11.1.1. is a qualified organization at the time of transfer under I.R.C. § Section 170(h) as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder;
 - 11.1.2. is authorized to acquire and hold conservation easements under Colorado law;
 - 11.1.3. agrees in writing to assume the responsibilities imposed on Grantee by this Deed; and;
 - 11.1.4. is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

- 11.2. The Board shall have the right to require the Conservancy to assign its rights and obligations under this Easement to a different organization if the Conservancy ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Paragraph 11, the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to the satisfaction of the Board, the Board may require that the Conservancy assign this Easement to an organization designated by the Board that complies with Paragraph 11.1, 11.2 and 11.3, above.
- 11.3. If the Conservancy desires to transfer this Easement to a qualified organization having similar purposes as the Conservancy, but Grantor or the Board has refused to approve the transfer, the Conservancy may seek an order by a court with jurisdiction to transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on the Conservancy by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.
- 11.4. Upon compliance with the applicable portions of this Paragraph 11, the Parties shall record an instrument completing the assignment in the property records of the county or counties in which the Property is located and provide a copy of the recorded assignment to the Board. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances.
12. Transfer of Property. Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Conservancy and the Board in writing at least forty-five (45) days prior to the transfer of the Property; Grantor may be required to pay the Board an Additional Refund as provided in Paragraph 37, below. The document of conveyance shall expressly refer to this Easement. Upon any transfer of the Property, or any portion thereof, Grantor shall have no further liability or obligations under this Easement with respect to the portion of the Property which is transferred, except to the extent such liability arises from acts or omissions occurring prior to the date of transfer.
13. Amendment of Easement. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time), and (v) receives the Board's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. A copy of the recorded amendment shall be provided to the Board. Amendment of the Deed shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances. In order to preserve the Deed's priority, the Board may require that

Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances, and the Board may require a new title policy. For the purposes of the Board's approval under item (v) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Deed. Nothing in this Paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment. The Conservancy shall have the right to charge a fee to Grantor for time and costs associated with any amendment.

14. Hold Harmless. To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend the Conservancy and the Board and the members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successor and assigns of each of them (collectively, "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with (a) injury or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence (in which case liability shall be apportioned in accordance with Colorado law) or intentional acts or omissions of any of the Indemnified Parties; (b) the obligations of Grantor and the Conservancy specified herein and the obligations of the Conservancy under the Enforcement Paragraph, above; and (c) the presence or release of Hazardous or Toxic Materials on, under or about the Property. The Indemnified Parties acknowledge and agree that the City of Grand Junction has certain legal protections from liability in accordance with C.R.S. §§ 24-10-101 *et seq.* and may, as it determines appropriate, assert those protections as allowed by law to any action(s) in tort or which could lie in tort, regardless of whether that may be the form of relief chosen by a claimant.
15. Termination of Easement.
 - 15.1. This Deed constitutes a real property interest immediately vested in the Conservancy, the value of which has not been determined as of the Effective Date. Should this Deed be taken for the public use or otherwise terminated according to this Paragraph 15, the Conservancy shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property, expressed as a percentage, as of the date of the taking or termination (the "**Easement Value Percentage**"). The Easement Value Percentage shall be used to determine Grantee's compensation according to the following Paragraph 15.2.
 - 15.2. If a court with jurisdiction determines that conditions on or around the Property have changed so much that none of the conservation purposes of the easement created by this Deed can continue to be fulfilled, the court, at the joint request of Grantor, the Conservancy and the Board, may terminate the easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public or permitted authority renders it impossible to fulfill all of these conservation purposes, the easement may be terminated through condemnation proceedings. If the Easement is terminated and the Property is sold or taken for public or permitted use in whole or in part, then Grantor and the Conservancy shall act jointly to recover the full fair market value of the affected portion of the Property valued as unencumbered by this Easement and all damages resulting

from the condemnation or termination, and as required by Treasury Regulation Sec. 1.170A-14(g)(6), the Conservancy shall be entitled to a percentage of the gross sale proceeds or condemnation award in an amount which is at least equal to the ratio of the value of this Easement to the unrestricted fair market value of the Property, as these values are determined as of the date of the taking or termination (the "Conservancy's Proceeds"). The Conservancy's Proceeds Percentage shall remain constant. The Board shall be entitled to receive fifty nine percent (59%) of the Conservancy's Proceeds. Upon the Conservancy's receipt of the Conservancy's Proceeds, the Conservancy shall promptly remit to the Board its share of these proceeds. The Conservancy shall use the Conservancy's Proceeds consistently with the conservation purposes of this Easement. The Conservancy's remedies described in this Paragraph shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108.

- 15.3. In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of the Grantor, the Conservancy and the Board that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.
16. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond this Deed; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 15 above. In the event of any condemnation of the fee title, the requirements of this section shall continue to apply with the exception of the need for prior written Board approval. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale or condemnation of the fee title (which shall be defined as the fair market value of the property being sold in the Sale or condemnation of the fee title, minus direct transaction costs) ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the portion of the Board's Grant amount attributed to the original purchase price by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale or condemnation of the fee title. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest

- due at the time of the Sale or condemnation of the fee title. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale or condemnation of the fee title. If a Sale or condemnation of the fee title occurs to a third party that is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board.
17. Interpretation. This Easement shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes and protection of the Conservation Values. Grantor intends this donation of a Deed of Conservation Easement to qualify for a deduction under Section 170(h) of the Code and for the credit under C.R.S. §39-22-522, all provisions of this Easement shall be interpreted to effectuate that intent, and a court may reform this Easement as necessary to effectuate such intent, while preserving the Conservation Values of the Property.
18. Perpetual Duration. The easement created by this Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in this Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
19. Approvals. Certain activities herein are allowed only if the permission of the Conservancy is first obtained. When approval of the Conservancy is required, the Grantor must give notice to the Conservancy of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information and must be deemed sufficient by the Conservancy in its sole discretion for review of the proposed activity to constitute proper notice. The Conservancy shall have forty-five (45) days from the receipt of the notice to review the proposed activity and to notify the Grantor of any objections thereto. Except as provided herein where the Conservancy's approval may be withheld in its discretion, the approval may be withheld only upon a reasonable determination by the Conservancy that the action as proposed would be inconsistent with the purpose of this Easement and materially adversely impact the Conservation Values of the Property; the reason(s) for such determination shall be set forth with specificity by the Conservancy in such written notice to Grantor. Grantor shall not engage in the proposed act or use until Grantor receives the Conservancy's approval in writing. The Grantor shall be responsible for all reasonable costs of the Conservancy associated with the approval, including the Conservancy's reasonable attorney fees, unless the Parties agree otherwise.
20. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by Federal Express or other similar courier service specifying the earliest available delivery, or by certified mail, return receipt requested, to the Grantor, the Conservancy and the Board, at the following addresses, unless otherwise notified:

To the Grantor:

City of Grand Junction c/o City Attorney
250 N. 5th Street
Grand Junction, CO 81501

To the Conservancy:

The Mesa County Land Conservancy dba Colorado West Land Trust
1006 Main Street
Grand Junction, CO 81501

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
1900 Grant St., Suite 725
Denver, CO 80203

21. Grantor's Title Warranty; Access. The Grantor warrants that it has good and sufficient title and legal and physical access to the Property, that the Conservancy has access to the Property for the purposes described in this Easement, that any mortgages, deeds of trust or monetary liens encumbering the Property are subordinate to the terms of this Easement, and hereby promises to defend the same against all claims from any persons. Grantor hereby grants to the Conservancy the right to access the Property for the purposes described herein, across any property owned by the Grantor, including this Property, or across any easements, rights of way or routes of access of any kind or description, now owned or later acquired by the Grantor, and to ensure that at all times the Conservancy has full right of access to the Property for the purposes described in this Easement. The Parties intend that this Easement encumber the Property, including any property accreted thereto, and including the Minerals, (*if applicable*, except to the extent described in the Pre-Exiting Mineral Reservations, Severances or Leases Paragraph, above), and the Water Rights described herein, whether any such interest is now owned or is later acquired by the Grantor.
22. Grantor's Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of Hazardous or Toxic Materials on the Property and promises to defend and indemnify the Conservancy, its successors and assigns, against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
23. Grantor's Other Warranties. Grantor is duly authorized (and if the Grantor is an entity it is properly organized and in good standing), and has taken all necessary actions to execute this Easement and this Easement is enforceable against Grantor in accordance with its terms. Grantor is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property or this Easement.

24. **No Transfer of Development Rights.** For purposes of this Easement, “**Development Rights**” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Easement, Grantor conveys to the Conservancy all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor herein. Under no circumstances shall any portion of the Property be used for the purpose of calculating or giving credits, which result in additional density of development, beyond what is allowed in this Easement, on or off of the Property. Grantor shall not grant access across the Property to or for the benefit of any other Property without the prior written permission of the Conservancy which permission it may withhold in its sole discretion.
25. **Acceptance.** As attested by the signature of its President affixed hereto, the Conservancy hereby accepts without reservation the rights and responsibilities conveyed by this Easement.
26. **Recording.** The Conservancy shall record this instrument in timely fashion in the official records of Mesa County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.
27. **Non-Merger.** A merger of this Easement and the fee title to the Property cannot occur by operation of law because, in addition to the Conservancy’s rights and interest under this Easement, the Board has rights under this Easement. Under Colorado law, the existence of these rights precludes unity of title. If the Conservancy wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), the Conservancy must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Conservancy first transfer this Easement to another qualified organization consistent with Paragraph 11 above. In the event the Conservancy acquires fee title interest or any other interest in the Property without the Conservancy’s prior knowledge (e.g., receiving real property by will), the Conservancy must immediately provide notice of its acquisition to the Board, and the Board may require that the Conservancy transfer this Easement another qualified organization consistent with Paragraph 11 above.
28. **No Third-Party Beneficiary.** This Deed is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, and the Board and their respective successors and assigns for the purposes set forth in this Easement. This Easement does not create rights or responsibilities in any third parties beyond Grantor, Grantee, and the Board.
29. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
30. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

31. Joint Obligation. In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Deed upon Grantor.
32. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado. Venue for any dispute concerning this Easement shall be Mesa County, Colorado.
33. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
34. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
35. Conservancy Acknowledgement of Donation (I.R.C. Sec. 170(f)(8)). The Conservancy acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided, except for the consideration, if any, recited above.
36. Recitals and Exhibits Incorporated. The Recitals, above, and the Exhibits attached hereto, are incorporated into this Easement and are a material part of this Easement.
37. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board under this Deed shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.
38. Land Management/Management Plan. To facilitate periodic communication between Grantor and the Conservancy about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "Management Plan" jointly prepared and agreed upon by Grantor and the Conservancy within one year of the Effective Date. The Conservancy shall provide the Management Plan to the Board. The Parties shall review the Management Plan at least every five (5) years and update it if either Party determines an update is

TO HAVE AND TO HOLD this Deed of Conservation Easement unto the Conservancy, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Deed of Conservation Easement as of the date first shown above.

GRANTOR:

CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of the City of Grand Junction, a Home Rule Municipality, as Grantor.

WITNESS my hand and official seal.

My commission expires: _____
(SEAL)

Notary Public

Accepted:

MESA COUNTY LAND CONSERVANCY, INC., a Colorado non-profit corporation,
doing business as **COLORADO WEST LAND TRUST**:

by: _____

its: _____

attest: _____

its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ and by _____ as _____, of the Mesa County Land Conservancy, Inc., a Colorado non-profit corporation, doing business as Colorado West Land Trust, as Grantee.

WITNESS my hand and official seal.

My commission expires: _____.

(SEAL)

Notary Public

Exhibit A – Legal Description of Property

MESA COUNTY, COLORADO

Lot 2, No Thoroughfare Creek Minor Subdivision, according to the plat thereof recorded on _____, 2020, at Reception No. _____, in the records of the Mesa County Clerk and Record.

Exhibit B - Map of Property



Connected Lakes State Park

Downtown Grand Junction

Redlands Loop Trail

Colorado River

Audubon Trail

State Highway 340

Riverfront Trail

Las Colonias Park & Botanic Gardens

Rigg's Hill, Dinosaur Quarry

Lunch Loop Connector Trail, completion in December 2019

South Camp Rd

Monument Rd

Lunch Loops Tabeguache Trails

Proposed connector trail

Subject Property (see parcel map for detail)

- Existing Paved Paths
- Lunch Loops Trail
- Multi-modal Alternative to CNM
- Colorado National Monument
- BLM Land
- Public Open Space

N

0 0.25 0.5 1 1.5 2 Miles

Conservation Easement

Missing Link for the Monument Corridor Connector



Project Summary

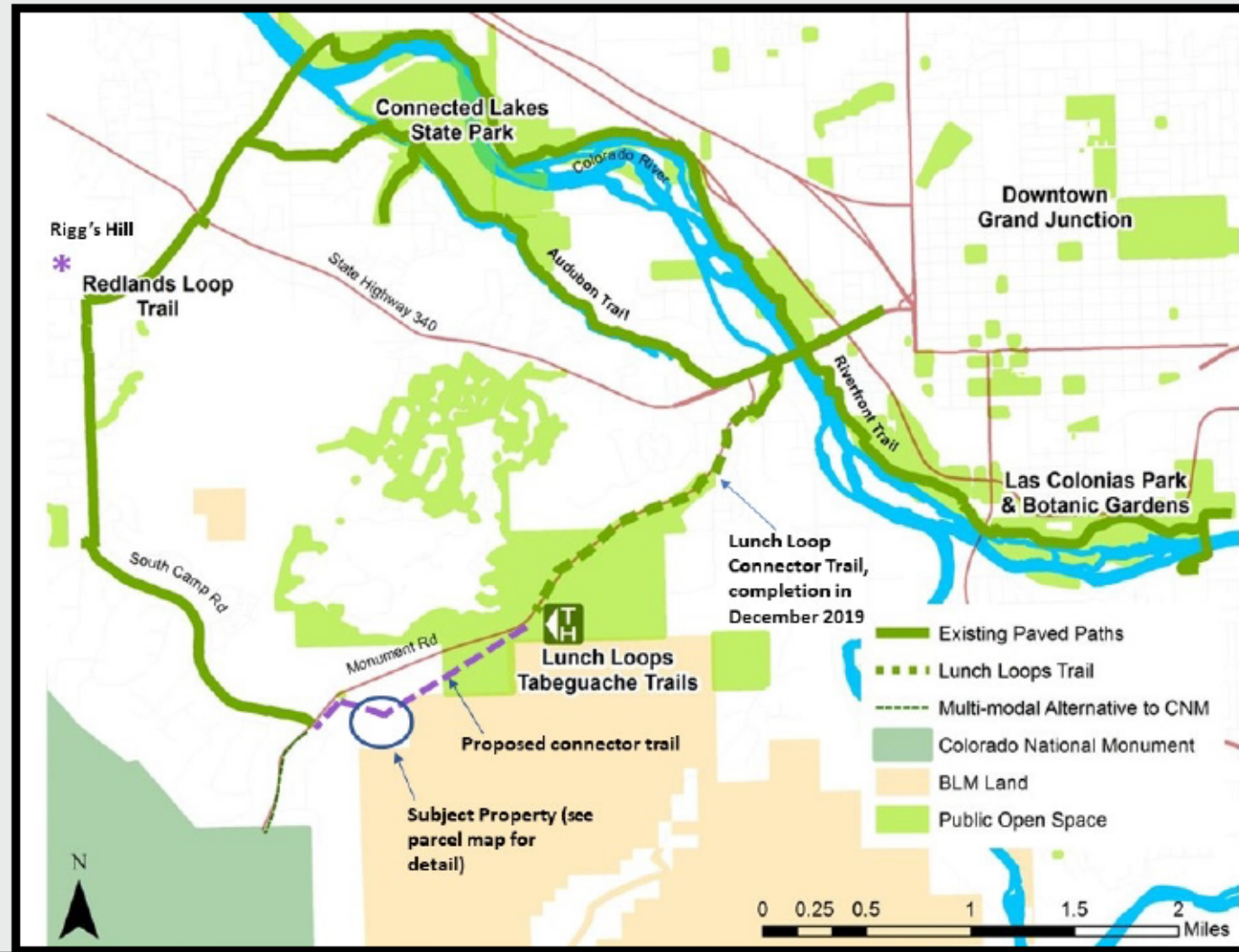
Project Description:

- Colorado West Land Trust (CWLT) and the City of Grand Junction
- City will acquire a 20-acre parcel to complete a FUTURE phase II of Monument Connect
- To enhance connectivity and access for all ages and abilities to the Lunch Loop system.

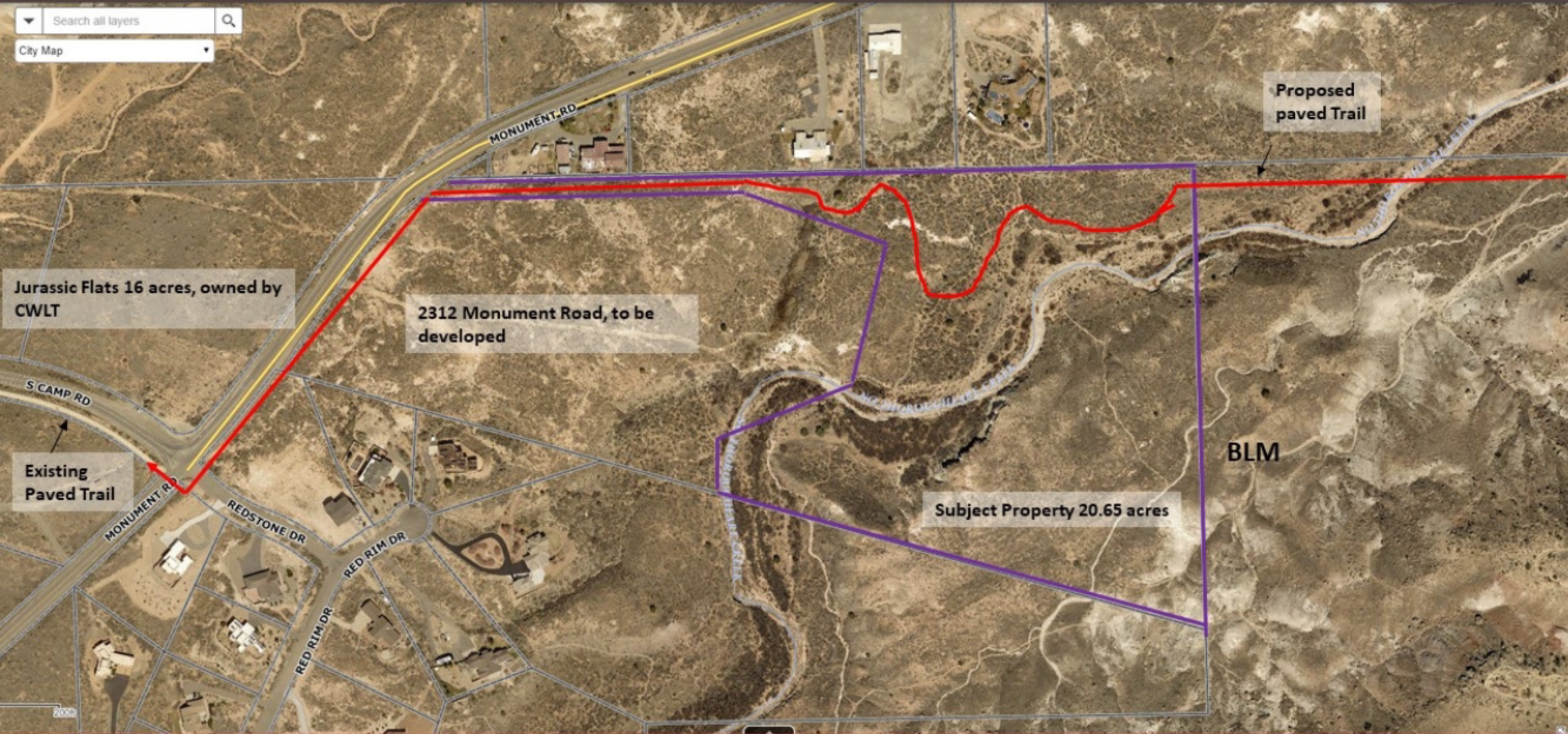
Funding Summary	
Applicant Funding	\$30,000
Partner(s) Funding	\$99,130
GOCO Grant Amount	\$156,920
Total Project Cost	\$286,050

Project Summary

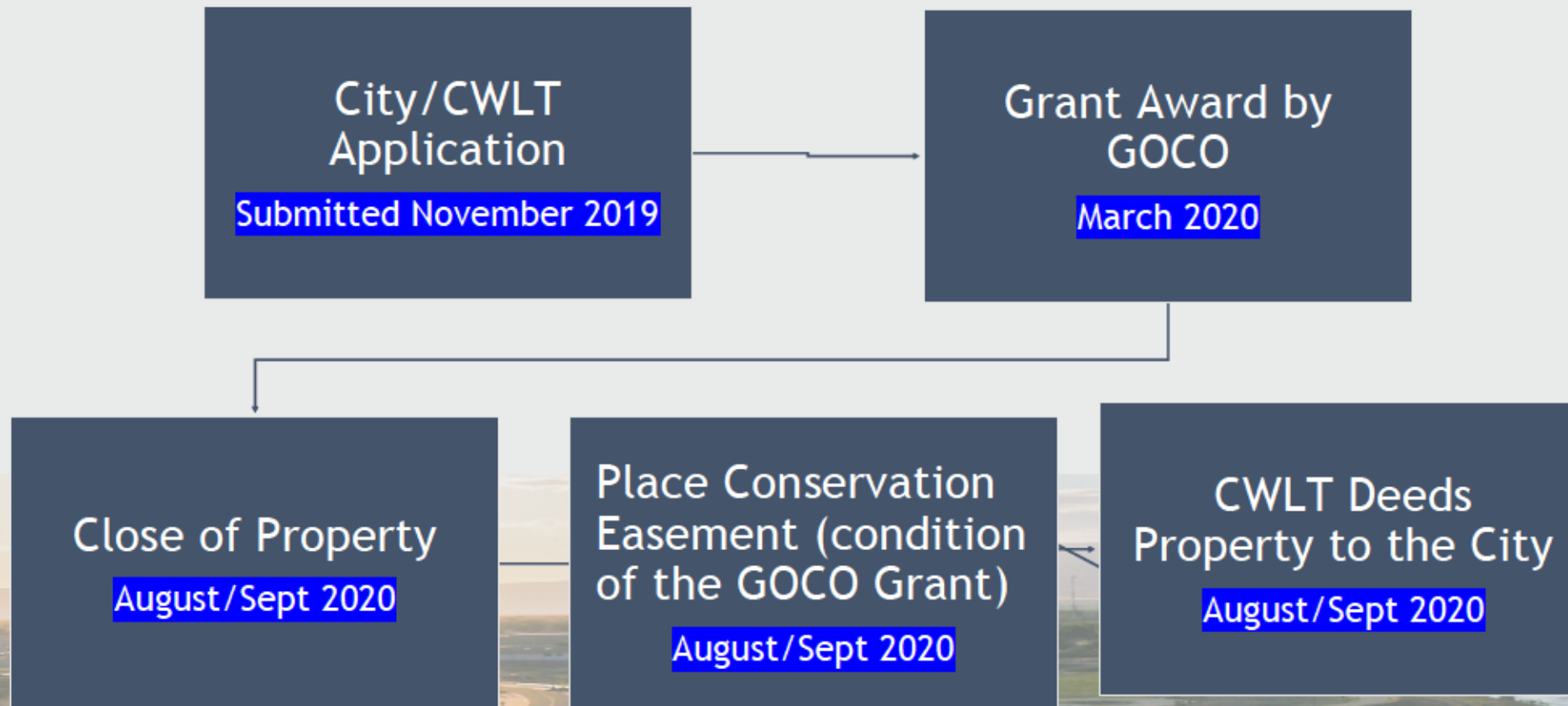
- This land acquisition is necessary to complete Phase II of the Monument Connect trail, which would create a 10-mile paved trail loop connecting the Riverfront Trail, Lunch Loop, Riggs Hill, Connected Lakes, the Audubon Trail, downtown Grand Junction, and neighborhoods.
- Provides additional access to the Lunch Loop trail system for kids, families, and individuals.



Estimated Subject Property Boundaries on Aerial Map



Acquisition of Land and Conservation Easement



Conservation Easement

