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**CITY COUNCIL AGENDA  
WEDNESDAY, NOVEMBER 4, 2020  
250 NORTH 5<sup>TH</sup> STREET  
5:00 PM – DINNER  
5:20 PM – PRE-MEETING – CITY HALL AUDITORIUM  
5:30 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

*To become the most livable community west of the Rockies by 2025*

**Call to Order, Pledge of Allegiance, Invocation**

**Pastor Laura Stephenson, St. Matthew's Episcopal Church**

*The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.*

**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.*

**Proclamations**

Proclaiming November 11, 2020 as A Salute to All Veterans 2020 in the City of Grand Junction

Proclaiming November 9 -13, 2020 as Law Enforcement Records Personnel Week in the City of Grand Junction

**Appointments**

To the Grand Junction Housing Authority

**Presentations**

- a. Summary of November Election Results: Ballot Question Related to Removing Revenue and Spending Limitations

## **City Manager Report**

## **Council Reports**

### **CONSENT AGENDA**

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

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

- a. Summary of the October 19, 2020 Workshop
- b. Minutes of the October 21, 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. Quasi-judicial
  - i. Introduction of an Ordinance to Rezone Two Parcels Totaling 2.97 Acres from I-O (Industrial Office) to BP (Business Park Mixed Use) Located at the Southwest Corner of Fracture Lane and 25 ½ Road and Set a Public Hearing for November 18, 2020
  - ii. Introduction of an Ordinance in Regards to the Refunding (Refinancing) of \$5,540,000 Certificates of Participation, Series 2010, Increasing the Certificates of Participation Payments, extending the term to 2045, and Set Public Hearing for November 18, 2020

#### **3. Contracts**

- a. CDBG 2020 Program Year Subrecipient Agreements between the Counseling and Education Center, HomewardBound of the Grand Valley, HopeWest, Hilltop Community Resources, Inc., the Community Food Bank and the City of Grand Junction

#### **4. Resolutions**

- a. A Resolution Adopting the 29 Road at I-70 Interchange Planning and Environmental Linkages Study

### **REGULAR AGENDA**

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

#### **5. Contracts**

- a. Taser/AXON Body Camera and Taser Contract

#### **6. Resolutions**

- a. A Resolution Authorizing the Business Incubator/Small Business Development Center Grant Program for Small Businesses

#### **7. Public Hearings**

- a. Quasi-judicial
  - i. A Resolution Approving and Accepting the Improvements Connected with the Victor Drive Sanitary Sewer Improvement District No. SS-20, Giving Notice of a Public Hearing, and Introduction of an Ordinance Approving the Assessable Cost and Set a Public Hearing for December 16, 2020

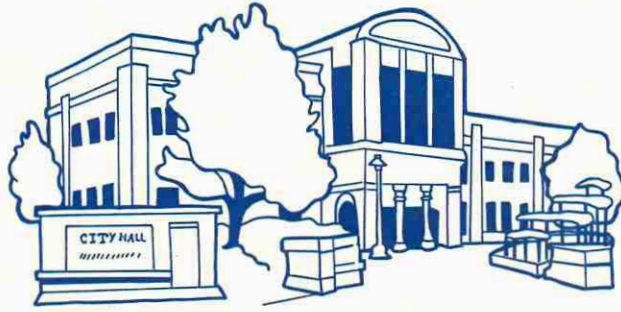
#### **8. Non-Scheduled Citizens & Visitors**

*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,** our Veterans have made sacrifices and worked diligently to keep our nation free; and

**Whereas,** it is right for our community and our Nation to seek ways in which to recognize and show our appreciation for those men and women who have faithfully served our country; and

**Whereas,** the citizens across the United States will be celebrating Veteran's Day on November 11, 2020; and

**Whereas,** it is proper for citizens to honor our Veteran's service to our country and there will be a Veterans Day Ceremony at the Western Slope Veterans Memorial Cemetery on November 11th at 1100 hours and a virtual Veterans Day parade activity during the month of November 2020; and

**Whereas,** this event will be the 28<sup>th</sup> annual local parade and salute to our Veterans.

**NOW, THEREFORE,** I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 11, 2020 as

***"A Salute to All Veterans 2020"***

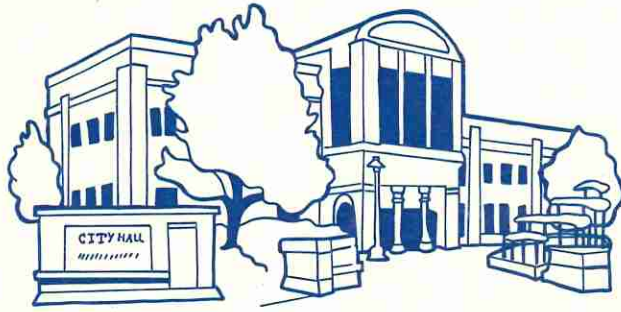
in the City of Grand Junction.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4<sup>th</sup> day of November, 2020.

*C.E. Duke Wortmann*

Mayor



*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** dedicated law enforcement records personnel serve the People of Grand Junction and provide them with a vital service; and

**Whereas,** law enforcement records personnel are crucial to assisting law enforcement agencies in the identification, pursuit, capture, and processing of suspects; and

**Whereas,** these professionals continually use their expertise and experience in maintaining criminal justice agency records and statistics, providing data for improving apprehension strategies; and

**Whereas,** the efficiency of the qualified and committed personnel who staff law enforcement records is materially influenced by the people's attitude and understanding the importance of the work they perform; and

**Whereas,** law enforcement records personnel serving the City of Grand Junction have exhibited professionalism, efficiency, and compassion during the performance of their essential duties in the past year.

**NOW, THEREFORE,** I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 9 – 13, 2020 as

## *"Law Enforcement Records Personnel Week"*

in the City of Grand Junction and encourage citizens to recognize our City's law enforcement records personnel for their valuable contributions to our law enforcement community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4<sup>th</sup> day of November 2020.

*C.E. Duke Wortmann*

Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** November 4, 2020

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Selestina Sandoval

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**Information**

**SUBJECT:**

To the Grand Junction Housing Authority

**RECOMMENDATION:**

To appoint the interview committee's recommended members.

**EXECUTIVE SUMMARY:**

There are two vacancies on the Grand Junction Housing Authority.

**BACKGROUND OR DETAILED INFORMATION:**

John Howe and R. Timothy Hudner have terms expiring on October 31, 2020. John Howe has reapplied, but R. Timothy Hudner did not reapply. One additional application was received from Richard Krohn. Appointments are made for five year terms.

**FISCAL IMPACT:**

n/a

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendations to the Grand Junction Housing Authority.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #a.**

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**Meeting Date:** November 4, 2020  
**Presented By:** Wanda Winkelmann, City Clerk  
**Department:** City Clerk  
**Submitted By:** Wanda Winkelmann

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**Information**

**SUBJECT:**

Summary of November Election Results: Ballot Question Related to Removing Revenue and Spending Limitations

**RECOMMENDATION:**

For City Council information.

**EXECUTIVE SUMMARY:**

Review the election results of the permanent de-Brucing ballot question.

**BACKGROUND OR DETAILED INFORMATION:**

At the August 19, 2020 Regular City Council meeting, a resolution was adopted to place a question on the November 3, 2020 ballot concerning a permanent de-Brucing. As election results will be available after the packet deadline, staff will present the results at the November 4, 2020 City Council meeting.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

**Attachments**

None





**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY**  
**October 19, 2020**

**Meeting Convened:** 4:02 p.m. in the City Hall Auditorium

**Meeting Adjourned:** 6:58 p.m.

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

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch (attended virtually), Budget Coordinator Linda Longenecker, Financial Analyst Matt Martinez, Public Works Director Trent Prall, Senior Assistant to the City Manager Greg LeBlanc, Fire Chief Ken Watkins, Deputy Fire Chief Chris Angermuller, Utilities Director Randi Kim, Water Services Manager Mark Ritterbush, Parks & Recreation Director Ken Sherbenou, Police Chief Doug Shoemaker, and City Records Manager Debbie Kemp.

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Mayor Wortmann called the meeting to order.

**Agenda Topic 1. Discussion Topics**

a. 2021 Budget Workshop:

- Lodging Share Partners and Economic Development Partners Funding Discussion
  1. Lodging Share Partner Grand Junction Regional Air Service Alliance  
Diane Schwenke, President and CEO of the Grand Junction Chamber of Commerce, shared with Council the accomplishments of the Grand Junction Regional Air Alliance during the year 2019. The COVID-19 pandemic in 2020 slowed progress for the Alliance; however, in August of 2020, progress resumed, and Ms. Schwenke shared what progress is being made. They hope to have continued progress with the use of the 2021 Lodging tax dollars.
  2. Lodging Share Partner Greater Grand Junction Sports Commission  
Derek Wagner, Vice President, Intergovernmental and Community Affairs, gave an overview of the 2019 supported events and stated that, with the pandemic, events were cancelled in 2020. They are hoping to be able to go forward with events in 2021.

3. Economic Development Partner Colorado Mesa University (CMU)  
Tim Foster, President of CMU, reviewed student enrollment and noted CMU has started a Physician Assistant (PA) program which requires a new building. A new building will be underway in December and will house the PA, Physical Therapy, and Occupational Therapy programs.

There was discussion concerning the funding to CMU of \$2.5 million (which stops in 2026) and \$250,000 starting in 2027.

4. Economic Development Partner Grand Junction Chamber of Commerce  
Diane Schwenke, President and CEO of the Grand Junction Chamber of Commerce, stated that the \$40,000 request for 2021 will help pay the salary of a Business Retention and Expansion Director position. She provided an overview what they have been doing to help the community during the pandemic.
5. Economic Development Partner Western CO Latino Chamber of Commerce  
Sonia Gutierrez and Jorge Pantoja, representing Western CO Latino Chamber of Commerce, reviewed their purpose and said with the requesting funding, they will provide classes, open forums, and discussions to give entrepreneurs, business owners, and community members in general a space to share their ideas, ask questions, express their concerns, address their needs, and connect with potential partners.
6. 5. Economic Development Partner Western Colorado Business Development Corp. DBA the Business Incubator Center  
Jon Maraschin, Executive Director of the Business Incubator Center, reviewed the Commercial Kitchen Programs, small business development, Business Loan Fund, GJMakerspace, and the 2020 demographics. The requested funding supports all of these programs.

There was discussion about the Business Loan Fund and retention of current businesses.

7. Economic Development Partner Grand Junction Economic Partnership  
Robin Brown, Executive Director of the Grand Junction Economic Partnership, highlighted projects for 2020, and reviewed projects for the 2021 funding request.

City Council asked about the Foreign Trade Zone. Diane Schwenke with the Grand Junction Chamber of Commerce stated that the pandemic slowed progress on

establishing the Foreign Trade Zone but is still optimistic that it will be established in three years.

Horizon Drive Business Improvement District Operating Plan and Budget Presentation  
Vara Kusal, Executive Director for the Horizon Drive Association Business Improvement District stated that their main focus for 2020 has been to work with the Urban Trails Committee, City of Grand Junction, Mesa County, Regional Transportation Planning Office and Colorado Mesa University to improve wayfinding with pavement markings and signage for the “Maroon Route,” a marked bike route beginning along Horizon Drive and ultimately connecting to the Riverside Trail. For 2021, they have budgeted for the “Dash” and a “Call for Artists” for artwork at the G Road and Horizon Drive roundabout with a theme of Outdoor Recreation.

A break was called for at 5:40 p.m. Mayor Wortmann excused himself from the remainder of the Workshop and Mayor Pro Tem Andrews presided. The Workshop resumed at 6:02 p.m.

- Non-profit Funding and Capital Budget Presentation  
City Attorney Caton explained that the Non-profit Funding is part of the General Fund and referred to the list of Non-Profit requests and proposed funding. The process of reviewing the applications and selecting the Non-profits was discussed. Most of the requests are reoccurring; there are a couple of new ones, Caprock Academy and the Riverside Educational Center.

Councilmember Stout requested a better application process next year as she was advised by Non-profits that this was not a very clear application process. There are other Non-profits that should be given the opportunity to apply for funding.

Capital Budget Presentations were:

- Transportation by Public Works Director Trent Prall
- Parks & Recreation by Parks & Recreation Director Ken Sherbenou
- Utilities by Utilities Director Randi Kim

City Manager Caton reviewed the process for the adoption of the 2021 budget.

## **Agenda Topic 2. City Council Communication**

There was none.

**Agenda Topic 3. Next Workshop Topics**

There was no discussion.

**Agenda Topic 4. Other Business**

Interview Committees were selected for the Volunteer Board Vacancies for the Housing Authority and Visit Grand Junction.

Council discussed whether the City Council meeting should be canceled on November 4, 2020 due to the election being on November 3, 2020. Council will resume the conversation at the October 21, 2020 City Council meeting when all of Council will be present to decide.

**Adjournment**

The Workshop adjourned at 6:58 p.m.

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

**October 21, 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 21<sup>st</sup> day of October 2020 at 5:30 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel (participated remotely), 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, Deputy City Clerk Janet Harrell, and Deputy City Clerk Selestina Sandoval. Council President Wortmann called the meeting to order and students Clayton Donaldson and Mikayla Loughlin led the Pledge of Allegiance which was followed by a moment of silence.

**Citizen Comments**

Tonya Wren expressed frustration with comments made regarding hate speech during the last City Council meeting.

Jessica Joy spoke of the FBI definition of terrorism and Black Lives Matter.

Richard Puter spoke of his concern for the future of our nation.

Stephania Vasconez spoke of her experience participating in the Grand Valley Task Force.

Scott Beilfuss spoke of a survey conducted at Colorado Mesa University (CMU) regarding student concerns.

**Proclamations**

**Proclaiming October 24, 2020 as McInnis Canyons National Conservation Area Day in the City of Grand Junction**

Council President Wortmann read the proclamation. Greg Wolfgang, Bureau of Land Management Field Manager for the Grand Junction office, and Collin Ewing, National Conservation Area Manager and Sara McCall, Executive Director of Colorado Canyons Association accepted the proclamation.

**Proclaiming October 21, 2020 as Imagine a Day Without Water Day in the City of Grand Junction**

Councilmember Pe'a read the proclamation. Utilities Director Randi Kim accepted the proclamation.

**Parks, Recreation, and Open Space (PROS) Master Plan Findings Presentation**

Parks and Recreation Director Ken Sherbenou gave an overview and introduced Pat O'Toole with Green Play who presented the PROS survey findings.

**Council Reports**

Councilmember Stout gave an update on the Downtown Development Authority, Business Improvement District, the Commission on Arts and Culture, the Colorado Municipal League Policy Committee, and the Grand Valley Task Force.

Council President Wortmann attended the Hispanic/Latino Heritage night at CMU.

**CONSENT AGENDA**

Councilmember Andrews moved to adopt Consent Agenda item #1. Councilmember Pe'a seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Summary of the October 5, 2020 Workshop
- b. Minutes of the October 7, 2020 Executive Session
- c. Minutes of the October 7, 2020 Regular Meeting

**REGULAR AGENDA**

***\*Clerk's Note: Pursuant to Resolution 14-20, Councilmembers participating remotely cannot vote on quasi-judicial matters.***

**An Ordinance Amending the Comprehensive Plan Future Land Use Designation for a Property of 4.52 Acres Located at 2515 Riverside Parkway from Business Park Mixed Use to Commercial and an Ordinance Rezoning Said Property from CSR (Community Services and Recreation) to C-2 (General Commercial)**

The Applicant, STGC Holdings, LLC, requested a designation amendment to the

Comprehensive Plan Future Land Use Map from Business Park Mixed Use to Commercial and a rezone from CSR (Community Services & Recreation) zone district to C-2 (General Commercial) for the 4.52-acre property located at 2515 Riverside Parkway in anticipation of future retail development. The requested C-2 zone district is not consistent with the current Comprehensive Plan designation, however it is consistent with the requested designation amendment.

Senior Planner Lance Gloss presented this item.

The public hearing was opened at 6:40 p.m.

There were no public comments.

The public hearing was closed at 6:40 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4958, an ordinance approving a Comprehensive Plan Amendment request from a Business Park Mixed Use Future Land Use designation to a Commercial Future Land Use designation for a 4.55-acre parcel, located at 2515 Riverside Parkway, on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by roll call vote with Councilmember McDaniel abstaining.

Councilmember Pe'a moved to adopt Ordinance No. 4959, an ordinance approving a rezone request from a CSR (Community Services & Recreation) zone district to a C-2 (General Commercial) zone district for a 4.55-acre parcel, located at 2515 Riverside Parkway, on final passage and ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by roll call vote with Councilmember McDaniel abstaining.

**An Ordinance Amending the Planned Development (PD) Zoning Ordinance and Development Plan for the North Seventh Street Historic Residential District to Add Allowed Uses on the Property Located at 535 North 7<sup>th</sup> Street**

The applicant Arlo Dicristina (owner of Elysium Studios) requested approval of an amendment to the Planned Development (PD) zoning ordinance and Development Plan to establish the R-O (Residential Office) as the underlying zone and add uses allowed on the property located at 535 North 7<sup>th</sup> Street within the North Seventh Street Historic Residential District. The property was formerly the First Church of Christ, Scientist but has been purchased by the Applicant for other private use.

In March 2012, the City approved Ordinance No. 4508 including the Plan for the PD zoning which established the underlying R-8 (Residential 8 dwelling units per acre) zone district for purposes of allowed uses within the District, adoption of guidelines and standards, and a review process by which new construction or alterations within the zone are determined.



This proposal is to amend Ordinance No. 4508 to add uses other than those allowed in the R-8 district, applicable only to the property located at 535 North 7<sup>th</sup> Street. The proposed amendment entails 1) a revision to establish the R-O (Residential Office) district as the underlying zone; and 2) a revision to the text of the North Seventh Street Historic Residential District Guidelines and Standards to include the proposed new uses for the property located at 535 North 7<sup>th</sup> Street. No other revisions to Ordinance No. 4508 are proposed.

Principal Planner Kristen Ashbeck presented this item.

Applicant Arlo Dicristina was present to answer questions.

Conversation ensued regarding the size and layout of the building.

The public hearing was opened at 6:52 p.m.

Tim Stouffer spoke in support of this item and is happy to see this building used.

Andy Sweet spoke in support of the item.

The public hearing was closed at 6:54 p.m.

Comments were made lauding the applicant for his vision with this venture.

Councilmember Andrews moved to adopt Ordinance No. 4960, an ordinance amending Ordinance No. 4508 to establish the Planned Development (PD) zone district and development plan for the North Seventh Street Historic Residential District to add allowed uses on the property located at 535 North 7<sup>th</sup> 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 McDaniel abstaining.

**An Ordinance Zoning the Airport North Boundary Annexation, Approximately 187.69-Acres to a City Planned Development - PAD (Planned Airport Development) and Amending the Outline Development Plan (ODP), Located Generally at the Northern Edge of the Grand Junction Regional Airport, Parcels 2701-113-00-002 and 2705-154-00-003**

The applicant Grand Junction Regional Airport requested a zone of annexation for the Airport North Boundary Annexation from County AFT (Agricultural, Forestry, Transitional) zone district to City Planned Airport Development (PAD), a Planned Development (PD) zone district per Ordinance No. 4834; and an amendment to the Planned Development Outline Development Plan (ODP) to include the annexation area and designating it as an Aeronautical Zone (PD Zone/District) area. The annexation area is 187.69 acres and consists of two parcels of land located generally at the northern edge of the Grand Junction Regional Airport and includes

property deeded to the Airport by the Bureau of Land Management (BLM), parcels 2705-154-00-003 and 2701-113-00-002. The Airport sought City annexation of these parcels so that the entire airport environs area is within City limits and under the City's land use jurisdiction. Further, the parcels are located within the City's Urban Development Boundary (UDB).

Principal Planner David Thornton presented this item.

The public hearing was opened at 7:02 p.m.

There were no public comments.

The public hearing was closed at 7:02 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4961, an ordinance approving a Zone of Annexation request for the Airport North Boundary Annexation to PAD, a Planned Development zone district per Ordinance No. 4834 and amending the Grand Junction Regional Airport ODP to include the annexation area within the Aeronautical PD Zone/District area Located along the N/NE border of airport properties including tax parcels 2705-154-00-003 and 2701-113-00-002, on final passage and ordered final publication in pamphlet form. Councilmember Taggart seconded the motion. Motion carried by roll call vote with Councilmember McDaniel abstaining.

**An Ordinance Rezoning 8.24 Acres Located at 1405 Wellington Avenue from R-O (Residential Office) to BP (Business Park)**

The applicant Hilltop Health Services ("Hilltop") requested a rezone from R-O (Residential – Office) to BP (Business Park) for 8.224 acres, to better align with the existing use of the property and facilitate anticipated future development on the site including expanding the number of residents and the types of services available on the property called Bacon Campus.

Associate Planner Senta Costello presented this item.

The public hearing was opened at 7:08 p.m.

There were no public comments.

The public hearing was closed at 7:08 p.m.

Councilmember Andrews moved to adopt Ordinance No. 4962, an ordinance approving a rezone request from a R-O (Residential – Office) to BP (Business Park) for a 8.224 acre parcel, located at 1405 Wellington Avenue, on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by roll call vote with Councilmember McDaniel abstaining.

**An Ordinance Amending Chapter 2 of the Grand Junction Municipal Code Regarding Campaign Violations**

The purpose of this item is to amend the Grand Junction Municipal Code (GJMC) to include a procedure for the filing of alleged campaign violations.

City Attorney John Shaver presented this item.

Conversation ensued regarding inclusion of elected officials in the ordinance, possible conflicts of interest with the representation of the City Attorney and the City of Grand Junction and procedures should that arise.

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

Dennis Simpson provided feedback on clarifications he would like made in the ordinance.

The public hearing was closed at 7:22 p.m.

Conversation resumed regarding the process for posting and accepting public comment and how complaints would be handled, processed and if they should be outlined in the ordinance.

Councilmember Pe'a moved to adopt Ordinance No. 4963, an ordinance amending Title 2, Chapter 2.20 of The Grand Junction Municipal Code regarding campaign and political finance violations on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by roll call vote with Councilmember Stout and Councilmember Taggart voting No.

**Non-Scheduled Citizens & Visitors**

Dennis Simpson spoke of his experience communicating with City Council and City staff and then spoke of his concerns with the process for presenting the budget.

Jorge Pantoja thanked council for their participation in Hispanic Heritage Month activities.

**Other Business**

City Council discussed whether to cancel or reschedule the November 4<sup>th</sup> City Council meeting due to possible safety concerns as a result of the November 3<sup>rd</sup> election results. Councilmembers Andrews, Norris, Pe'a, and Council President Wortmann wished to move forward with the meeting. Councilmember Stout and McDaniel were not in support of a Council meeting being held the day after the election. Councilmember Taggart noted he will be absent from the November 4<sup>th</sup> meeting. Councilmember Stout stated she will not participate in this meeting.

**Adjournment**

The meeting adjourned at 7:58 p.m.

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Selestina Sandoval  
Deputy City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** November 4, 2020

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

**Department:** Community Development

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

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance to Rezone Two Parcels Totaling 2.97 Acres from I-O (Industrial Office) to BP (Business Park Mixed Use) Located at the Southwest Corner of Fracture Lane and 25 ½ Road and Set a Public Hearing for November 18, 2020

#### **RECOMMENDATION:**

Planning Commission heard this item at their October 27, 2020 meeting and voted (7-0) to recommend approval of this request.

#### **EXECUTIVE SUMMARY:**

The Applicant, David Forenza, is requesting a rezone of two parcels totaling approximately 2.97 acres located at the southwest corner of Fracture Lane and 25 ½ Road from I-O (Industrial Office) to BP (Business Park Mixed Use). The requested BP zone district conforms with the existing Comprehensive Plan Future Land Use Map designation of Commercial/Industrial.

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

##### **BACKGROUND**

The 2.97-acre property comprises two parcels located at the eastern boundary of the Foresight Park Development originally subdivided in the 1970's and early 1980's. Much of the construction within this park took place in the 1980's and 1990's. The subject property was replatted in 2001 as the RMO Office Development, but has remained vacant. While the property does not have a designated address at this time, it is situated at the southwest corner of Fracture Lane and 25 ½ Road, approximately 500 feet northwest of the Patterson Road and 25 ½ Road intersection.

Directly adjacent to the north is a medical office, adjacent to the south is the US Postal Service Distribution Center, to the east is a two-story multi-family development, and to the west is vacant land and a manufacturing center. The subject property is currently zoned I-O (Industrial Office), as is much of the larger Foresight Park development. Adjacent zoning to the north, south, and west is I-O, while adjacent zoning to the east is R-24 (Residential 24 units/acre).

The Applicant is seeking a rezone of the subject property from I-O to BP (Business Park Mixed Use). While the I-O and BP zoning designations are very similar, there is one key difference, being that BP allows for multi-family residential uses with a density between 8 units and 24 units/acre. While there have been no applications for a Major Site Plan Review for a multi-family development on the subject property to date, the Applicant has expressed interest in developing the property for multi-family use in the future, which is the primary reason for the rezone request.

The Comprehensive Plan Future Land Use Map identifies the property as Commercial/Industrial. Zone districts that implement the Commercial/Industrial future land use category includes the C-2 (General Commercial), MU (Mixed Use), BP (Business Park Mixed Use), I-O (Industrial Office), and I-1 (Light Industrial) zone districts. As such, the proposal is supported by the Future Land Use Map.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting was held on July 6, 2020 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. The meeting took place in-person, with a virtual option via Skype for those who did not feel comfortable attending in-person. There were seven attendees of the meeting, including the Applicant team and City planning staff. Concerns at the meeting generally revolved around the potential of increased traffic and potential parking issues if a multi-family use is developed.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on September 17, 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 October 16, 2020. The notice of this public hearing was published on October 20, 2020 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

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

following criteria:

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

The Comprehensive Plan includes a Future Land Use Map which identifies the subject parcels as having a Commercial/Industrial designation. Both the proposed zoning of BP, as well as the existing zoning designation of I-O are supported by the Future Land Use Map designation of Commercial/Industrial. The Applicant's General Project Report states that the site has been vacant for decades, and that in light of the COVID-19 pandemic, the demand for commercial properties has greatly diminished, while residential demand is still high. While this may be true in the short-term, the long-term outlook for commercial properties is still unknown. As such, staff has been unable to identify any subsequent event that has invalidated the original premises of the existing I-O zoning.

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

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

As previously indicated, the subject property is situated on the eastern edge of the Foresight Business Park, which was originally subdivided in the 1970's and early 1980's. Much of the construction within this park took place in the 1980's and 1990's, with the newest development in the park being the medical office building adjacent to the north of the subject property (constructed in 2001). There are still a few properties within the park that remain vacant, including the subject parcels. Notably, outside of the Foresight Business Park, but adjacent to the east of the subject site is a multi-family apartment complex that was constructed in 1998. While there has been fairly limited new development within a half mile radius of the subject site over the last decade, there is a commercial development under construction approximately 750 feet to the southeast of the site, known as Rivertown Center. This is a proposed mixed-use development inclusive of retail, office, and medical office space situated along Patterson Road. This development is in the early stages of construction. Plans have been approved for a 21,150 square foot medical office, and plans are under review for a 3,800 square foot retail building.

While there is development occurring close to the subject site, Staff believes it is premature to conclude that the character or condition of the area has changed. Therefore staff finds that this criterion has not been met.

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

The subject property is within an urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with BP zone district. The type and scope of land-use allowed within the BP zone district is similar in character and extent to the existing land-use of nearby properties, which contain a mix of office, light industrial and multi-family uses. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Commercial and employment opportunities such as retail, offices, and restaurants are found nearby along Patterson Road. Additionally, multi-modal access to the site is sufficient, with 25 ½ Road having dedicated bike lanes, and multiple Grand Valley Transit (GVT) bus stops in close proximity, the closest being about 100 feet southwest of the subject property. The application packet was sent out to applicable utility companies for this proposal, and there were no comments or objections expressed during the review process.

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

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

As previously indicated, the primary difference between the I-O zone district and BP zone district is the allowance for multi-family residential (which requires a density range between 8 units and 24 units per acre). BP zoning is very limited, only accounting for 0.3% of all property within the Grand Junction city limits, a majority of which is already built out. BP is a unique zoning district, that allows for a range of light to moderate industrial uses, commercial uses, and multi-family residential uses. While the BP zone district is very limited within the City, other zone districts can accommodate most of the land uses allowed within the BP zone district, specifically the M-U (Mixed Use) zone district. While the M-U zone district is also somewhat limited (accounting for 1.2% of all property within the Grand Junction City limits), there is over 150 acres of vacant M-U zoned land approximately 1.5 miles northwest of the subject site.

Additionally, if the Applicant's primary intention is the construction of multi-family, there are several zoning districts that can accommodate this use in other locations within Grand Junction. The R-O, B-2, C-1, M-U, and R-24 zone districts all allow for multi-family residential with a maximum density of 24 units/acre and greater (24 units/acre is the maximum density in the BP zone district). This suggests that there is not an inadequate supply of land available that can accommodate the proposed land use.

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

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



The Future Land Use designation of Commercial/Industrial contemplates mix of commercial, office, and light industrial uses, with residential uses being limited to the business park mixed use development. The community and area will benefit from this proposed rezone request by allowing a variety of uses, inclusive of multi-family residential, at a location north of the City Center already well-served by transportation infrastructure and utilities. As such, staff finds this criteria has been met.

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

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

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

Policy B: Create Opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles travelled thus increasing air quality.

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

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

Policy B: Encourage mixed-use development and identification of locations for increased density.

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

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Fracture Lane Rezone, RZN-2020-521, rezoning 2.97 acres from I-O (Industrial-Office) to an BP (Business Park Mixed Use) for the property located at the southwest corner of Fracture Lane and 25 ½ Road, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive

Plan;

2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Planning Commission recommends approval of the request.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to introduce an ordinance approving the request for a rezone from and I-O (Industrial Office) zone district to a BP (Business Park Mixed Use) zone district located at the southwest corner of Fracture Lane and 25 1/2 Road and set a public hearing for November 18, 2020.

**Attachments**

1. Application Packet
2. Neighborhood Meeting Documentation
3. Maps & Exhibits
4. Planning Commission Minutes
5. Proposed Zoning Ordinance

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

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

Existing Land Use Designation: Commercial/Industrial Existing Zoning: I-O  
 Proposed Land Use Designation: Commercial/Industrial Proposed Zoning: BP

### Property Information

Site Location: Fracture Ln 25 1/2 RD. Site Acreage: 1.782  
 Site Tax No(s): 2945-033-85-001 Site Zoning: I-O  
 Project Description: Rezone

### Property Owner Information

### Applicant Information

### Representative Information

Name: <u>Fracture Lane Development LLC</u>	Name: <u>Same as owner</u>	Name: <u>RAL ARCHITECTS</u>
Street Address: <u>PO Box 2852</u>	Street Address: <u></u>	Street Address: <u>PO Box 133</u>
City/State/Zip: <u>EDWARDS, CO 81632</u>	City/State/Zip: <u></u>	City/State/Zip: <u>EAGLE, CO 81631</u>
Business Phone #: <u>970-390-2332</u>	Business Phone #: <u></u>	Business Phone #: <u>970-376-4227</u>
E-Mail: <u>DFOREATZA@COMAID.COM</u>	E-Mail: <u></u>	E-Mail: <u>BOBBY@RALARCH.COM</u>
Fax #: <u></u>	Fax #: <u></u>	Fax #: <u></u>
Contact Person: <u>DALE FOREATZA</u>	Contact Person: <u></u>	Contact Person: <u>BOBBY LANN</u>
Contact Phone #: <u>970-390-2332</u>	Contact Phone #: <u></u>	Contact Phone #: <u>970-376-4227</u>

**NOTE: Legal property owner is owner of record on date of submittal.**

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

Signature of Person Completing the Application [Signature]

Date 10-19-20

Signature of Legal Property Owner [Signature]

Date 10-19-20

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

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

Existing Land Use Designation	<u>COMMERCIAL/INDUSTRIAL</u>	Existing Zoning	<u>I-O</u>
Proposed Land Use Designation	<u>COMMERCIAL/INDUSTRIAL</u>	Proposed Zoning	<u>BP</u>

### Property Information

Site Location: FRACURE L. 25 1/2 RD. Site Acreage: 1.194

Site Tax No(s): 2945-033-85-002 Site Zoning: I-O

Project Description: Rezone

### Property Owner Information

### Applicant Information

### Representative Information

Name: <u>FRACURE LAND DEVELOPMENT LLC</u>	Name: <u>SAME AS OWNER</u>	Name: <u>RAL ARCHITECTS</u>
Street Address: <u>PO BOX 2882</u>	Street Address: <u></u>	Street Address: <u>PO BOX 133</u>
City/State/Zip: <u>EGG HARBOR, NJ 08023</u>	City/State/Zip: <u></u>	City/State/Zip: <u>EAGLE, CO 81631</u>
Business Phone #: <u>970-390-2332</u>	Business Phone #: <u></u>	Business Phone #: <u>970-376-4227</u>
E-Mail: <u>DFRACURA@GMAIL.COM</u>	E-Mail: <u></u>	E-Mail: <u>BOBBY.L@RALARCH.COM</u>
Fax #: <u>-</u>	Fax #: <u></u>	Fax #: <u>-</u>
Contact Person: <u>DAVE FRACURA</u>	Contact Person: <u></u>	Contact Person: <u>BOBBY LAM</u>
Contact Phone #: <u>970-390-2332</u>	Contact Phone #: <u></u>	Contact Phone #: <u>970-376-4227</u>

**NOTE: Legal property owner is owner of record on date of submittal.**

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

Signature of Person Completing the Application [Signature] Date 10.19.20

Signature of Legal Property Owner [Signature] Date 10.19.20

**General Project Report**

**Rezone Application  
Fracture Lane and 25-1/2 Road  
Grand Junction, Colorado**

**August 16, 2020**



PO Box 133 - Eagle, CO 81632 - 970.376.4227 -  
[bobbyl@ralarch.com](mailto:bobbyl@ralarch.com)

## **Property**

Lot 1, Block 2, RMO Office Development, SEC 3 1S 1W  
Parcel 2945-033-85-001  
1.77acres

Lot 2, Block 2, RMO Office Development, SEC 3 1S 1W  
Parcel 2945-033-85-002  
1.19acres

## **Address**

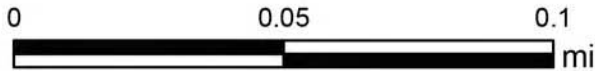
TBD Fracture Lane and 25-1/2 Road

## **Property Description**

Both properties are vacant lots located within the RMO Office Development Park immediately to the North of the US Post Office on the corner of Patterson Road and 25-1/2 Road. The properties are surrounded on the other three sides by streets:  
25-1/2 Road to the East  
Fracture Land to the North  
Eisenhauer Street to the West

The lots are generally flat with little to no existing vegetation. A vicinity map and ALTA survey of the properties are included as follows:

# Vicinity Map



Printed: 8/14/2020  
1 inch equals 188 feet  
Scale: 1:2,257

# ALTA/NSPS LAND TITLE SURVEY

SE1/4 SW1/4 SECTION 3, T.1S., R.1W. UTE MERIDIAN  
LOTS 1 & 2, RMO OFFICE DEVELOPMENT

### TITLE POLICY SCHEDULE B EXCEPTIONS

- STANDARD EXCEPTIONS OMITTED AS THEY ARE STANDARD EXCEPTIONS
- RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 23, 1891 IN BOOK 11 AT PAGE 120 UNDER RECEPTION NUMBER 12458. - Original Patent, not plottable.
- ALL THE RIGHT, TITLE AND INTEREST OF THE GRANTOR BY VIRTUE OF ANY CONTRACTS OR DEEDS HERETOFORE MADE WITH AND TO SAID GRANTOR OR ITS GRANTORS BY THE GRAND RIVER DITCH COMPANY, THE MESA COUNTY DITCH COMPANY, THE PIONEER EXTENSION DITCH COMPANY, THE INDEPENDENT RANCHMEN'S DITCH ASSOCIATION, OR THE GRAND VALLEY CANAL COMPANY, TO CLAIM, OBTAIN OR USE WATER, FROM THE CANAL OR CANALS OF SAID COMPANIES, FOR THE PURPOSE OF IRRIGATING OR USING WATER ON THE SUBJECT PROPERTY, TOGETHER WITH ALL THE WATER RIGHTS, PRIVILEGES OR EASEMENTS CONVEYED BY SAID CONTRACTS OR DEEDS TO SAID GRANTOR OR ITS GRANTORS, AS CONVEYED BY E. J. CURRIER TO THE GRAND VALLEY IRRIGATION COMPANY, ITS SUCCESSORS OR ASSIGNS, IN INSTRUMENT RECORDED FEBRUARY 16, 1894 IN BOOK 48 AT PAGE 4 UNDER RECEPTION NO. 17840. - Not a survey matter.
- RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 19, 1978 UNDER RECEPTION NO. 1174311 IN BOOK 1170 AT PAGE 598. - not plottable.
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FORESIGHT PARK FOR INDUSTRY FILING NO. THREE RECORDED AUGUST 11, 1981 UNDER RECEPTION NO. 1265596. - Plotted hereon.
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CORPORATE EASEMENT, GRANTED TO U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, RECORDED FEBRUARY 12, 1996 IN BOOK 2207 AT PAGE 241 UNDER RECEPTION NO. 1746207. - Plotted hereon.
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RMO OFFICE DEVELOPMENT RECORDED MAY 16, 2001 UNDER RECEPTION NO. 1996367. - Plotted hereon.
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF UNRECORDED RIGHT OF FIRST REFUSAL AGREEMENT DATED AUGUST 31, 2018, BY AND BETWEEN PNB GRAND JUNCTION LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS BUYER, AND R.M.O. LAND CO., A COLORADO LIMITED LIABILITY COMPANY, AS SELLER, COMMENCING ON SEPTEMBER 1, 2018 AND EXPIRING ON SEPTEMBER 1, 2041, AS EVIDENCED IN MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 04, 2018 UNDER RECEPTION NO. 2853298. - Not a survey matter.

### ALTA TABLE A

#### OPTIONAL SURVEYOR RESPONSIBILITIES & SPECIFICATIONS

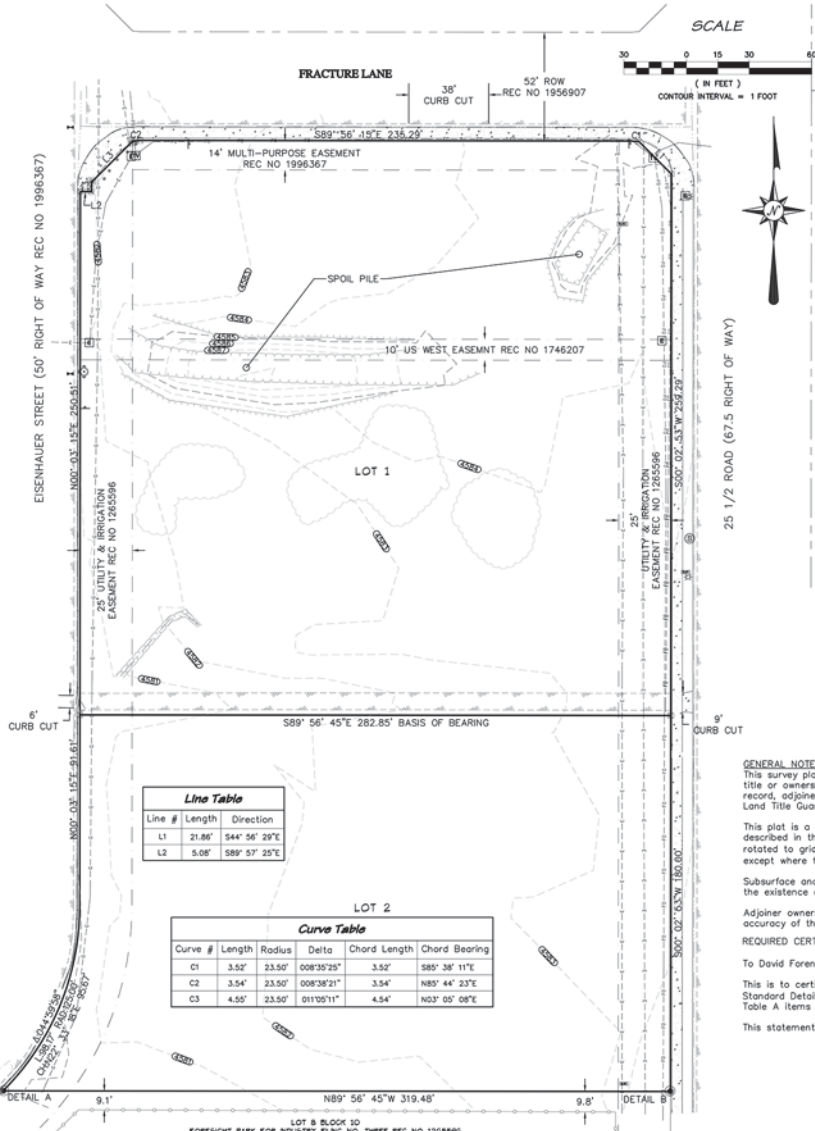
ITEM	OPTIONAL SURVEYOR RESPONSIBILITIES & SPECIFICATIONS
1	MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. - SHOWN HEREON
2	ADDRESS: TBD, 25 1/2 GRAND JUNCTION, CO 80515
3	FLOOD ZONE CLASSIFICATION: SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" - OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, FEMA PANEL # 68077C0800G
4	GROSS LAND AREA: 12925.3 SQ. FT. OR 2.97 ACRES AS SURVEYED
5	VERTICAL RELIEF: FROM GROUND SURVEY, CONTOUR INTERVAL IS 1'. BENCHMARK: NGS "MCOI", ELEVATION = 4753.79 (NAVD 88 DATUM)
6a	CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, HEIGHT AND FLOOR SPACE AREA RESTRICTIONS AND PARKING REQUIREMENTS SET FORTH IN A ZONING REPORT OR LETTER PROVIDED BY CLIENT, IF NONE, SO STATE. - SEE TABLE HEREON
6b	GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. - SHOWN HEREON
8	SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY, (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED UNDER SECTION 5 ABOVE) SUCH AS PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, ETC. - SHOWN HEREON
9	STRIPING, NUMBER AND TYPE OF PARKING SPACES SHOWN HEREON. IN PARKING AREAS, LOTS AND STRUCTURES (E.G. HANDICAPPED, MOTORCYCLE, REGULAR, ETC.). NO PARKING SPACES CONSTRUCTED AS OF THIS SURVEY.
10a	DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS DESIGNATED BY THE CLIENT WITH RESPECT TO ADJOINING PROPERTIES (CLIENT TO OBTAIN NECESSARY PERMISSIONS). - SHOWN HEREON
10b	DETERMINATION OF WHETHER CERTAIN WALLS DESIGNATED BY THE CLIENT ARE PLUMB (CLIENT TO OBTAIN NECESSARY PERMISSIONS). - SHOWN HEREON
11	LOCATION OF UTILITIES (REPRESENTATIVE EXAMPLES OF WHICH ARE SHOWN BELOW) EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. UNDERGROUND UTILITY CONNECTIONS FOR WHICH THERE ARE NO PLUMB RECORD READINGS AVAILABLE ARE NOT SHOWN FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987. - SHOWN HEREON
13	NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS. - SHOWN HEREON
14	DISTANCE TO THE NEAREST INTERSECTING STREET AS SPECIFIED BY THE CLIENT. - SHOWN HEREON
16	OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS. - NO EVIDENCE WAS OBSERVED AT THE TIME OF SURVEY
18	LOCATION OF WETLAND AREAS AS DELINEATED BY QUALIFIED SPECIALIST.

### LAND SURVEY DEPOSITS

Mesa County Surveyor's Office  
Date \_\_\_\_\_  
Deposit No. \_\_\_\_\_

### BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at [http://emap.mesacounty.us/gps\\_survey/GVAZONE.htm](http://emap.mesacounty.us/gps_survey/GVAZONE.htm).  
Bearings based on north line of Lot 2 of Block 2, RMO Office Development, Reception Number 1996367.  
County of Mesa, (S 89°46'45"E) northwesterly corner is a 2" aluminum cap marked LS 18469, ROLLAND ENG.;  
Northerly corner is a 2" aluminum cap marked LS 18469, ROLLAND ENG.



### SCALE



### LEGEND

- ⊗ FIBEROPTIC LINE
- ⊖ GAS LINE
- W- WATER LINE
- E- UNDERGROUND ELECTRIC LINE
- CHAIN LINK/IRON FENCE
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE
- SETBACK LINE
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FLOW LINE
- ⊕ ELECTRIC BOX
- ⊕ FIRE HYDRANT
- ⊕ SANITARY MANHOLE
- ⊕ WATER METER
- ⊕ CABLE TV PEDESTAL/PULL BOX
- ⊕ TELEPHONE PEDESTAL/PULL BOX
- ⊕ FIBER OPTIC PEDESTAL/PULL BOX
- ⊕ ELECTRIC PEDESTAL/PULL BOX
- ⊕ LIGHT POLE
- ⊕ IRRIGATION CONTROL VALVE
- ⊕ SIGN
- ⊕ BOLLARD

### Description of Surveyed Property

Lot 1 and Lot 2 of Block 2, RMO Office Development (Reception Number 1996367)  
(2.967 ACRES MORE OR LESS)

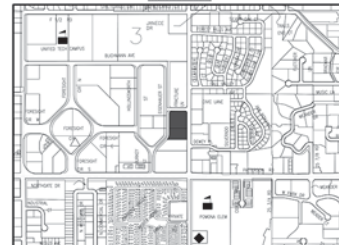
### GENERAL NOTES

- This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Land Title Guarantee Company, GR6504274-2, dated June 18, 2020. Other documents may exist which could affect this property.
- This plot is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced hereon. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS). The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.
- Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or above ground containment vessels that may affect the use or development of this land.
- Adjoiner ownership information was obtained from the City of Grand Junction GIS City Map on June 19, 2020. No certification to the accuracy of this data is made by this surveyor.
- REQUIRED CERTIFICATION  
To David Foranzo, and Land Title Guarantee Company and each of their respective successors and/or assigns:  
This is to certify that this map and plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no Table A items thereof. The field work was completed on 18 June 2020.  
This statement is not a guaranty, either expressed or implied.



Lineal Units of Measurement are U.S. Survey Feet.

MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SN01) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72748N  
LONGITUDE: 108°32'01.43552W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.000218181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)



## ALTA/NSPS LAND TITLE SURVEY

SE1/4 SW1/4 SECTION 3, T.1S., R.1W. UTE MERIDIAN  
LOTS 1 & 2, RMO OFFICE DEVELOPMENT

Sheet 1 of 1	Date: 6/22/2020	Job No: 1930-002
	Drawn: AKT	Checked: TPJ

**RIVER CITY CONSULTANTS**  
215 Fifth Avenue, Unit 201  
Grand Junction, CO 81501  
www.rcvwest.com  
Phone: 970.241.4722  
Fax: 970.241.6841

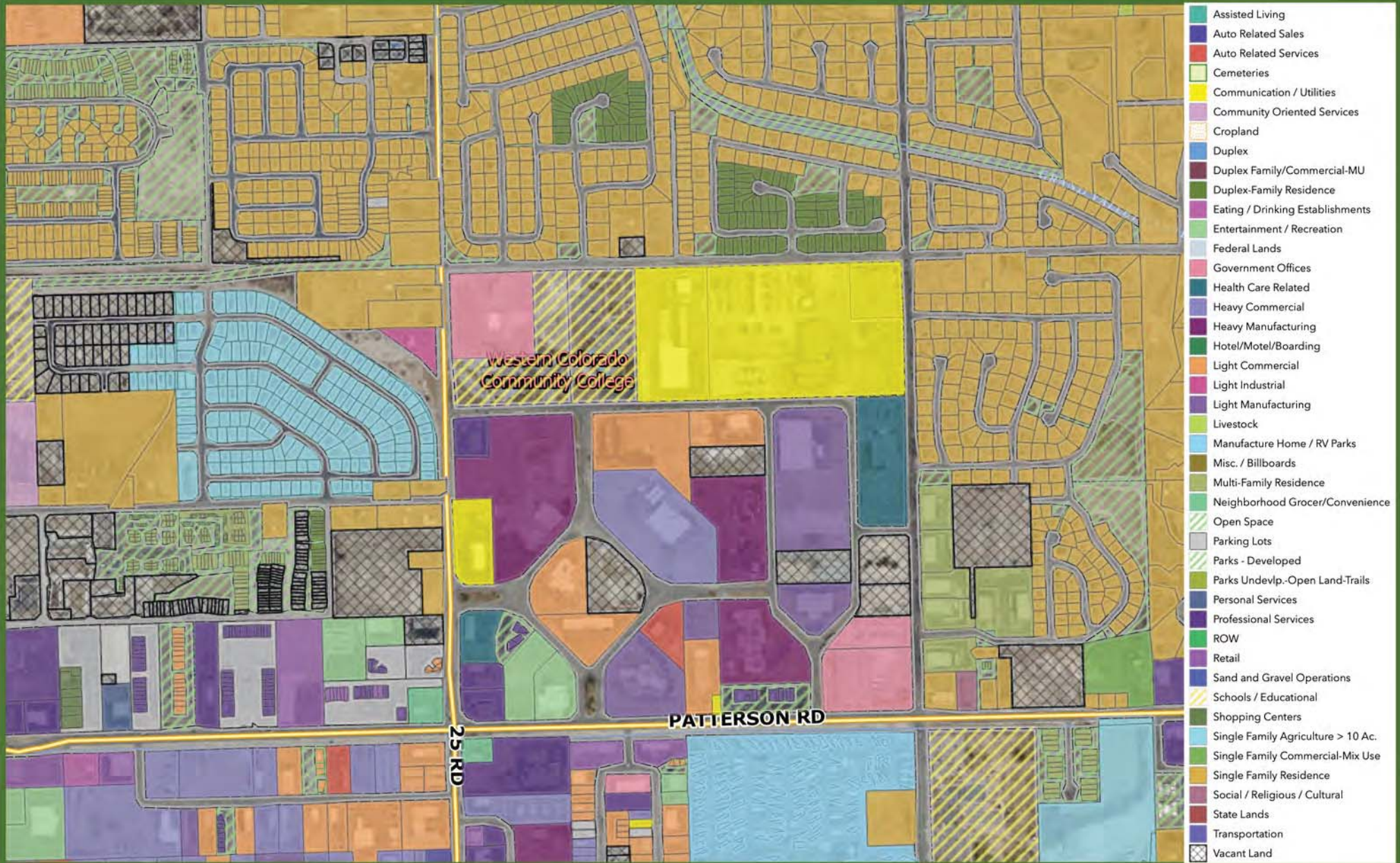


## **Surrounding Area**

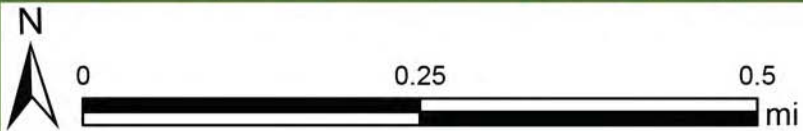
The surrounding area is very diverse ranging from residential to government to medical to manufacturing. There is a significant residential component in this entire general area including immediately across the street to the east from the subject property.

All surrounding uses and planning zones are demonstrated on the following maps, including future land use.

# Current Surrounding Uses

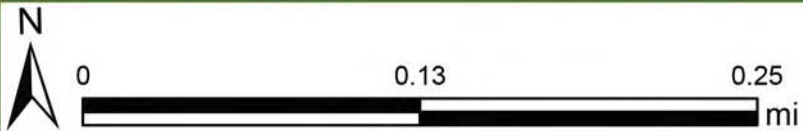


- Assisted Living
- Auto Related Sales
- Auto Related Services
- Cemeteries
- Communication / Utilities
- Community Oriented Services
- Cropland
- Duplex
- Duplex Family/Commercial-MU
- Duplex-Family Residence
- Eating / Drinking Establishments
- Entertainment / Recreation
- Federal Lands
- Government Offices
- Health Care Related
- Heavy Commercial
- Heavy Manufacturing
- Hotel/Motel/Boarding
- Light Commercial
- Light Industrial
- Light Manufacturing
- Livestock
- Manufacture Home / RV Parks
- Misc. / Billboards
- Multi-Family Residence
- Neighborhood Grocer/Convenience
- Open Space
- Parking Lots
- Parks - Developed
- Parks Undeveloped-Open Land-Trails
- Personal Services
- Professional Services
- ROW
- Retail
- Sand and Gravel Operations
- Schools / Educational
- Shopping Centers
- Single Family Agriculture > 10 Ac.
- Single Family Commercial-Mix Use
- Single Family Residence
- Social / Religious / Cultural
- State Lands
- Transportation
- Vacant Land



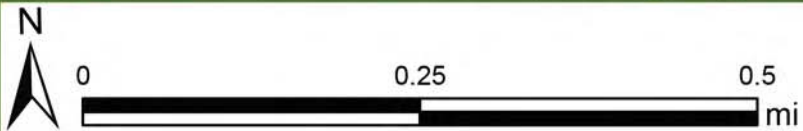
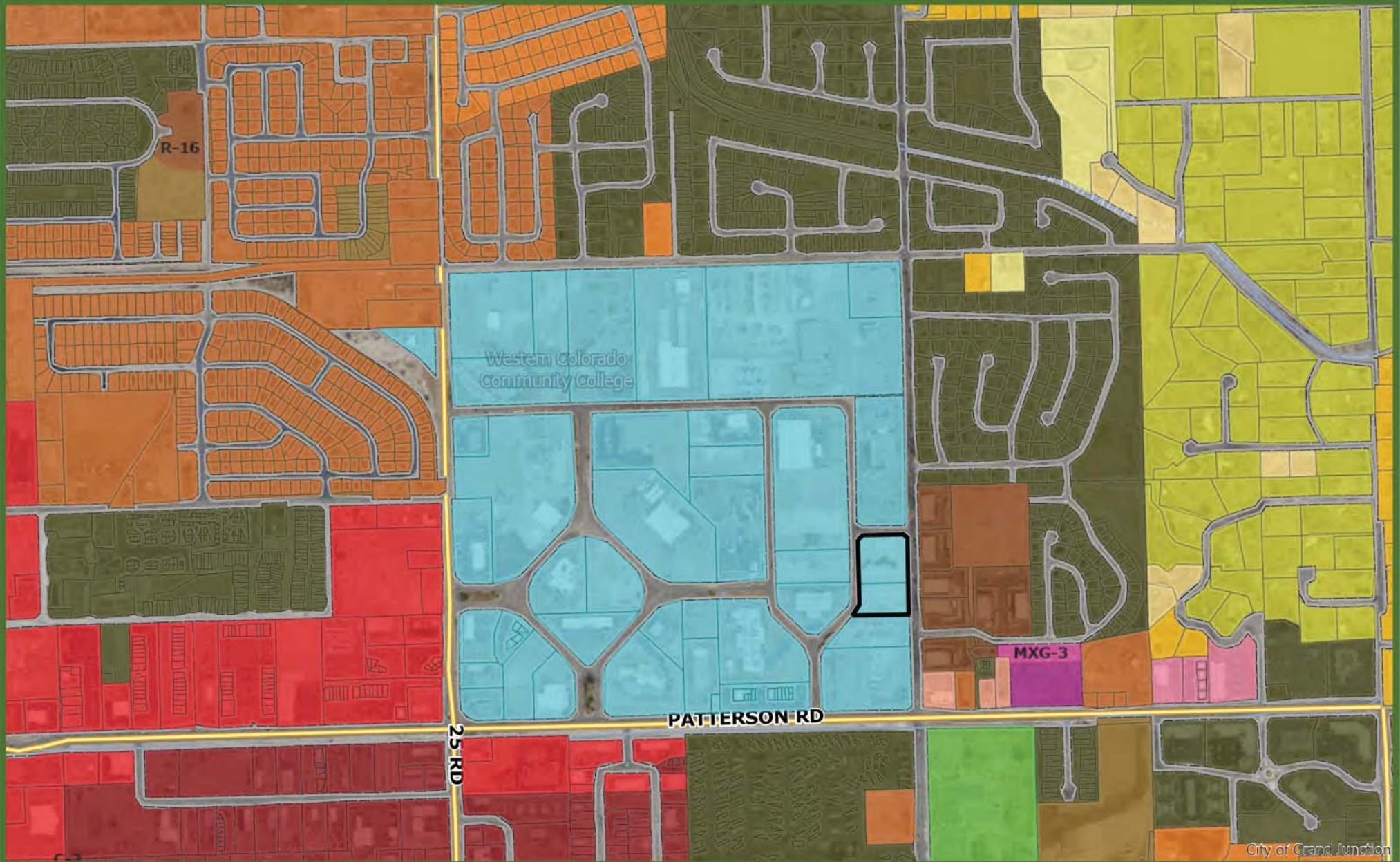
Printed: 8/14/2020  
 1 inch equals 752 feet  
 Scale: 1:9,028

# Zoning Map 01



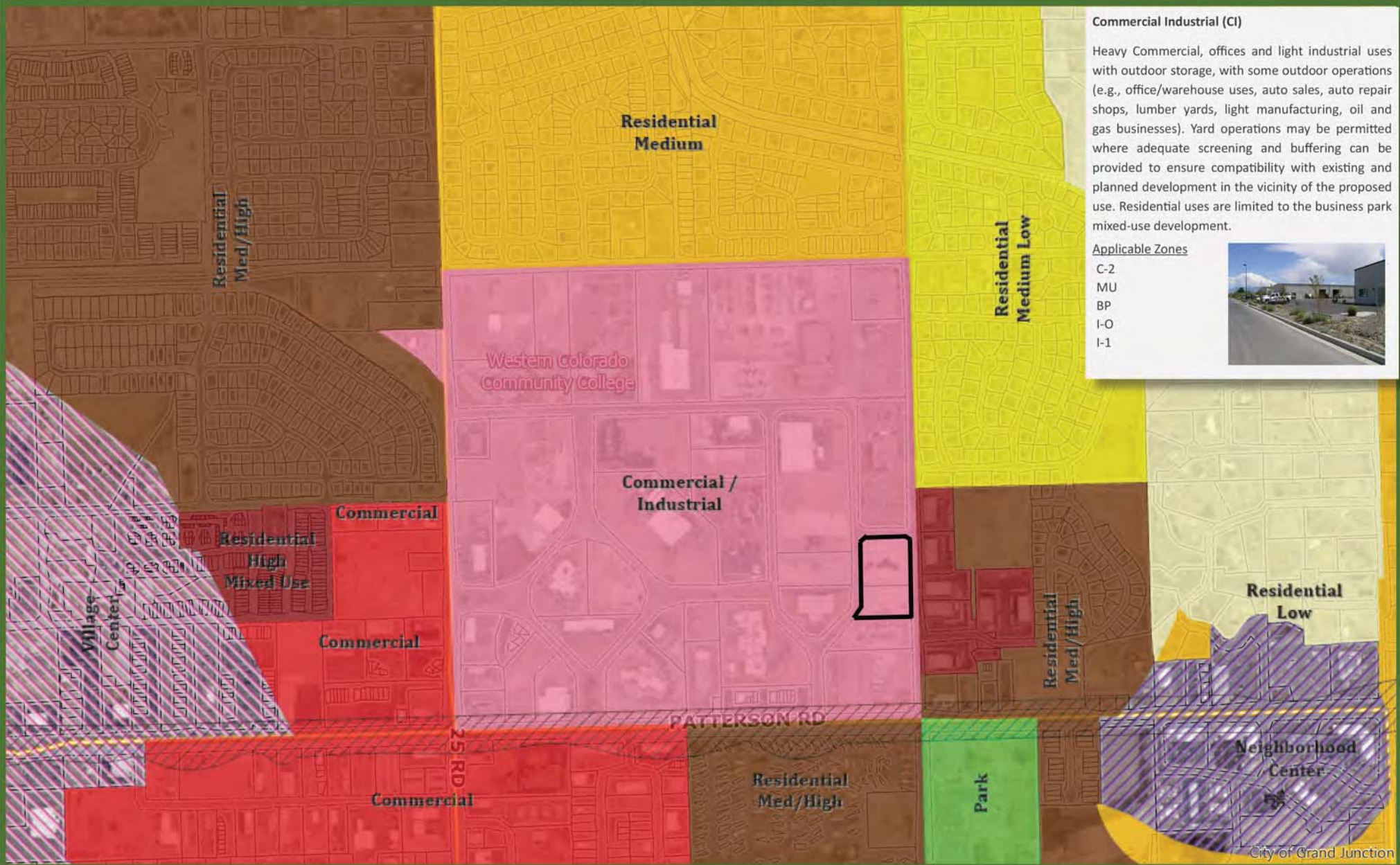
Printed: 8/14/2020  
1 inch equals 376 feet  
Scale: 1:4,514

# Zoning Map 02



Printed: 8/14/2020  
1 inch equals 752 feet  
Scale: 1:9,028

# Future Land Use Map

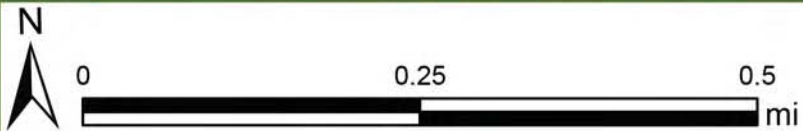


**Commercial Industrial (CI)**

Heavy Commercial, offices and light industrial uses with outdoor storage, with some outdoor operations (e.g., office/warehouse uses, auto sales, auto repair shops, lumber yards, light manufacturing, oil and gas businesses). Yard operations may be permitted where adequate screening and buffering can be provided to ensure compatibility with existing and planned development in the vicinity of the proposed use. Residential uses are limited to the business park mixed-use development.

Applicable Zones

- C-2
- MU
- BP
- I-O
- I-1

Printed: 8/14/2020  
 1 inch equals 752 feet  
 Scale: 1:9,028

City of Grand Junction

## Zoning Comparison

Current zoning - I-O Industrial/Office Park

Proposed zoning - BP Business Park Mixed use

A side by side comparison of these two zoning districts is as follows:

	I-O	BP
Lot Area	1ac	1ac
Width	100'	100'
Frontage	n/a	n/a
Principal Structure Setbacks		
Front	15'	15'
Side	0'	0'
Side abutting residential	10'	10'
Rear	10'	10'
Accessory Structure Setbacks		
Front	25'	25'
Side	0'	0'
Side abutting residential	5'	5'
Rear	10'	10'
Lot coverage	n/a	n/a
Height	65'	65'
Density (min per ac)	n/a	8
Density (max per ac)	n/a	24
Building size (max)	n/a	n/a

The main difference in the zoning designation is that BP opens up the opportunity for a residential component to be constructed on the property.

## Zone Change Criteria

21.02.140 Code amendment and rezoning.

(a) Approval Criteria. In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

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

**These properties have been vacant for decades. With current changes in business practices, especially in light of the COVID pandemic, the need for commercial properties has greatly diminished. Residential property needs have been in increasingly greater demand.**

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

**This property is located immediately adjacent to existing residential properties and the surrounding greater neighborhood is primarily residential. While several areas of the I-O zoned property remain vacant, the adjacent residential zoned areas have been completely built out. The Comprehensive Land Use plan identifies a residential component in the designated future land use (Commercial Industrial CI) for this property.**

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

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

**The proposed zone change opens up the opportunity for residential construction on the property at a density between 8-24 units per acre. The current housing demand within the community demonstrates that there is a shortage of residential product, especially given a current influx of new residents to the community and socio-economic shifts occurring with the COVID pandemic.**

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

## Description of Property

Property: Lot 1, Block 2, RMO Office Development  
Site Location: Fracture Ln and 25-1/2 Rd  
Site Tax No: 2945-033-85-001

Property: Lot 2, Block 2, RMO Office Development  
Site Location: Fracture Ln and 25-1/2 Rd  
Site Tax No: 2945-033-85-002









State Documentary Fee  
Date: October 16, 2020  
\$43.50

**Special Warranty Deed**  
(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **R.M.O. LAND CO., LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **627 25 1/2 RD, Grand Junction, CO 81505**, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$435,000.00) \*\*\*Four Hundred Thirty Five Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **FRACTURE LANE DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 2882, Edwards, CO 81632**, City or Town of **Edwards**, County of **Eagle** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

**LOTS 1 AND 2 IN BLOCK 2 OF RMO OFFICE DEVELOPMENT, COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **TBD 25 1/2 ROAD, GRAND JUNCTION, CO 81505**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **October 16, 2020**.

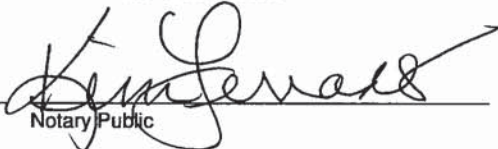
**R.M.O. LAND CO., LLC, A COLORADO LIMITED LIABILITY COMPANY**

By:   
**ROBERT FRAZHO, AS MANAGING MEMBER**

State of **Colorado** )  
 )ss.  
County of **MESA** )

The foregoing instrument was acknowledged before me on this day of **October 16th, 2020** by **ROBERT FRAZHO AS MANAGING MEMBER OF R.M.O. LAND CO., LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 1-10-2024   
Notary Public

**KIMBERLY ANN FERRANS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20204001258  
My Commission Expires January 10, 2024

When recorded return to: **FRACTURE LANE DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**PO BOX 2882, Edwards, CO 81632**





## Site Meeting Summary

Meeting both on site and via advertised Zoom meeting

Meeting Date: July 6, 2020

Attendance: Dave Forenza, Developer  
Robbie Stewardson, Developer  
Bobby Ladd, Architect  
Jace Hochwalt, GJ Planning  
Rex Nelson  
Sean Hazell  
Sven Wedekin

All attendance was in person with no Zoom meeting participation.

## Discussion points:

### General discussion

The neighbors were generally supportive of development on the property with some practical concerns. Their main concerns centered around traffic mitigation and on street parking. The Developer has no plans to utilize any of the surrounding streets for parking which appears to be an unapproved use of the right-of-way in the first place. All of the project parking will be accommodated on site and the Developer will work with City of Grand Junction planning to locate site accesses to best work with the existing traffic flow.

### Traffic along Fracture Ln and Eisenhower St.

The neighbors shared that there were various traffic peaks throughout the day timed with work shift hours for the neighboring businesses and school traffic moving through the neighborhood from Western Colorado Community College. Additionally, they stated that there was steady traffic throughout the day generated by the post office.

### On street parking

The neighbors stated that on street parking for Eisenhower St. was an issue as the roads aren't wide enough to accommodate it.

### Overnight truck parking from adjacent properties on Eisenhower St.

The neighbors stated that most of the on street parking was from tractor-trailers associated with the Post Office and that most of those were parked there overnight. They stated that the street becomes almost non-traversable by two way traffic when the trucks are parked along the street like that. The discussion shifted towards whether or not the trucks were allowed to park there at all, let alone overnight and that the on-street parking could instead be an enforcement issue with the City of Grand Junction.

**RAL** ARCHITECTS, INC.

PO Box 1805  
EDWARDS, CO 81632  
PHONE: 970.376.4227  
EMAIL: [BOBBYL@RALARCH.COM](mailto:BOBBYL@RALARCH.COM)

Foresite Park Owners and Tenants Association

The neighbors stated that there was an active HOA for the Foresite Park development, but in the title work forwarded to the developer there was no documentation that the HOA was still in existence and applied to the subject properties.

Submitted by:



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RAL Architects, Inc.  
Bobby Ladd, RA

Mailing Date: June 26, 2020

RE: Proposed Rezoning  
Lot 1 and Lot 2, Block 2  
RMO Office Development  
Fracture Ln and 25 1/2 Rd

Dear Property Owner:

We are hosting a required neighborhood meeting to discuss a proposed rezoning on the above referenced parcels. The current zoning is I-O (Industrial/Office Park) and we are proposing a rezone to BP (Business Park Mixed Use). This proposed rezoning specifically opens the opportunity to construct multifamily dwelling units on the property in a density ranging from 8-24 units per acre.

The meeting will be held on the subject property located at the intersection of Fracture Ln and 25 1/2 Rd on July 6, 2020 at 5:30 pm. In recognition of current COVID concerns, the meeting will also be accessible online via Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2363713238?pwd=N0kyWkFiUkVEcStrZVEvT3hSazdGQT09>

Meeting ID: 236 371 3238

Password: 1gs2Qm

Dial by your location

Meeting ID: 236 371 3238

Password: 775231

Find your local number: <https://zoom.us/u/abRnuHm5c>

The list of property owners being notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

Sincerely,  
RAL Architects, Inc.



Bobby Ladd, RA  
President

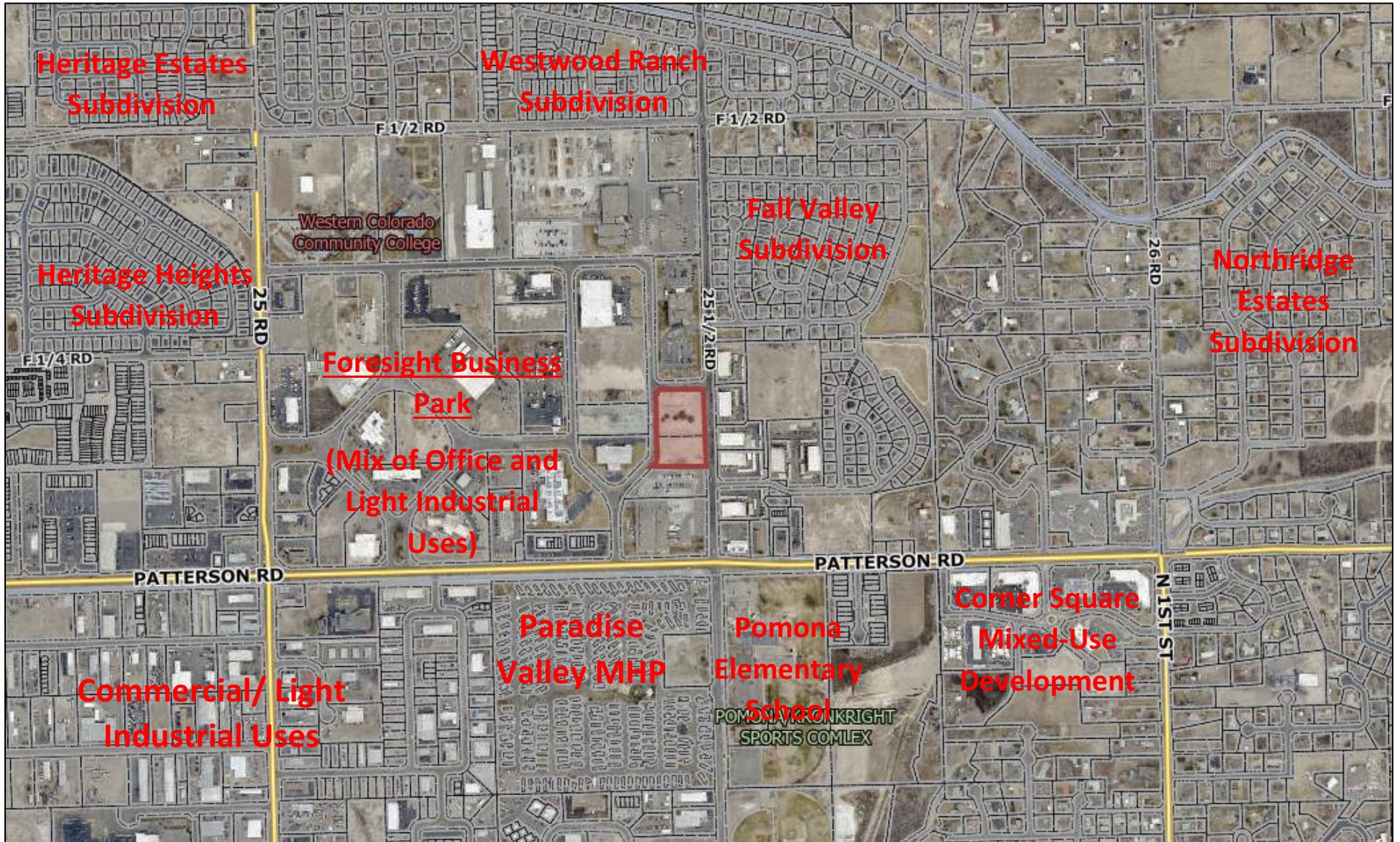


Vicinity Map (Immediate Area)





### Vicinity Map (Expanded View)



# Zoning Map





**[Item can be viewed at 46:10](#)**

Consider a Request by David Forenza to Rezone Two Parcels Totaling 2.97 acres from I-O (Industrial Office) to BP (Business Park Mixed Use) Located at the Southwest Corner of Fracture Lane and 25 ½ Road.

**Staff Presentation**

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

**Questions for Staff**

None.

**Applicant's Presentation**

The Applicant, Bobby Ladd, representing the property owner, made a brief statement regarding the request.

**Questions for Applicant**

None.

**Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, October 20, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:56 p.m. on October 27, 2020.

**Applicant's Response**

None.

**Questions for Applicant or Staff**

None.

**Discussion**

None.

**Motion and Vote**

Commissioner Susuras made the following motion, "Chairman, on the Fracture Lane Rezone request from an I-O (Industrial Office) zone district to a BP (Business Park Mixed Use) zone district for a 2.97-acre property located at the southwest corner of Fracture Lane and 25 ½ Road, City file number RZN-2020-521, I move that the Planning

Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Commissioner Scissors seconded the motion.

Commissioner Teske made a comment in support of the request.

The motion carried 7-0.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE REZONING TWO PARCELS TOTALING 2.97 ACRES FROM I-O  
(INDUSTRIAL OFFICE) TO BP (BUSINESS PARK MIXED USE)**

**LOCATED AT THE SOUTHWEST CORNER OF FRACTURE LANE AND 25 ½ ROAD**

Recitals:

The Applicant, David Forenza of Fracture Lane Development, LLC owns two parcels totaling approximately 2.97 acres of land at the southwest corner of the Fracture Lane and 25 ½ Road intersection (referred to herein and more fully described below as the "Property"). The Property is designated by the Comprehensive Plan Future Land Use Map as having a Commercial/ Industrial Future Land Use. The Applicant proposes that the property be rezoned from I-O (Industrial Office) to BP (Business Park Mixed Use).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Property to the BP (Business Park Mixed Use) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Commercial/Industrial of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the BP (Business Park Mixed Use) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned BP (Business Park Mixed Use):

Lots 1 and 2 of Block 2 of the RMO Office Development, in Mesa County, Colorado, as recorded at Reception #1996367 in the records of the Mesa County Clerk and Recorder.

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



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** November 4, 2020

**Presented By:** Greg, Ken Sherbenou, Parks and Recreation Director, Jay Valentine, General Services Director

**Department:** General Services

**Submitted By:** Jay Valentine

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### Information

#### **SUBJECT:**

Introduction of an Ordinance in Regards to the Refunding (Refinancing) of \$5,540,000 Certificates of Participation, Series 2010, Increasing the Certificates of Participation Payments, extending the term to 2045, and Set Public Hearing for November 18, 2020

#### **RECOMMENDATION:**

Introduce a proposed ordinance for refunding Certificates of Participation, Series 2010 and set a public hearing for November 18, 2020.

#### **EXECUTIVE SUMMARY:**

The City has an opportunity to refund its \$5,540,000 Certificates of Participation, Series 2010 (COPs) in order to achieve proceeds from debt service savings that will go to stadium improvements identified in the Stadium Master Plan. Along with these savings, by extending the term 10 years to 2045 and applying additional debt service contributions from the City and Colorado Mesa University (CMU), approximately \$7.465 million in proceeds could be put toward identified priority improvements.

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

The Parks Improvement Advisory Board (PIAB), comprised of the City, the Grand Junction Baseball Committee, the County, the School District and Colorado Mesa University, adopted the Stadium Master Plan on January 7, 2020. This Master Planning proceeded through much of 2019 and engaged the services of the 2011 Stadium Tower architect Perkins and Will.

Through several meeting and iterations of the plan, numerous needs were identified with the most pressing being a renovation plan with a 2-4 year implementation timeframe. Each member of PIAB articulated their highest needs, all of which are captured in the 2-4 year Stadium Renovation project. The Grand Junction Baseball committee priorities include replacing the outfield of Suplizio, replacing the stands behind home plate and the 3rd baseline, reconfiguring the front entry plaza and creating a home for the JUCO Hall of Fame. Colorado Mesa University priorities include creating an entry plaza for Stocker, replacing the West Stands and improvements to the Information-Technology infrastructure. The School District highest priorities include increasing parking along with improving ticketing and entry for Stocker to reduce bottleneaking.

As of December 1, 2020 the City can refund the remaining \$5,540,000 of the Series 2010 COPs callable on December 1, 2020 at an expected interest rate of 2.66%. Currently, the annual COP payment is approximately \$532,000 and of this amount, the City pays \$232,000 and Grand Junction Baseball (JUCO) pays \$300,000. The proposed refinancing has the City contribution increasing to \$300,000, JUCO remaining at \$300,000 and CMU contributing \$100,000. This \$700,000 annual payment, which will extend through 2045 and is an increase of 10 years from the original term, will generate an estimated \$7,465,000 in proceeds to go toward improvements to Stoker Stadium and Suplizio Field. This project fund will likely grow depending on the eventual interest rate secured, additional partner contributions, and any grant funding that may be secured for the project. The new term through 2045 aligns with the new contract between Grand Junction Baseball and the NJCAA to hold the JUCO World Series at the Stadium.

Debt Service payments for the COPs are subject to annual appropriation by City Council.

### **FISCAL IMPACT:**

The City COP payment will increase from \$232,000 to \$300,000 annually. Grand Junction Baseball will continue to pay \$300,000 and CMU will contribute \$100,000 annually. The COP will have a term that extends through 2045 compared to the current term of 2035.

### **SUGGESTED MOTION:**

I move to introduce a proposed ordinance approving the refunding of the \$5,540,000 Certificates of Participation, Series 2010, increasing the COP payment to accommodate approximately \$7,465,000 million in proceeds for an estimated total principal of \$10,920,000 extending the original term to 2045, and set a public hearing for November 18, 2020.



## **Attachments**

1. 20-0128 - Grand Junction Stadium \_ Renovation and Master Plan - Perkins and Will, final
2. Second Amendment to Indenture 10.29.2020
3. Second Amendment to Lease 10.29.2020
4. Second Amendment to Ground Lease 10.29.2020
5. Continuing Disclosure Certificate
6. Ordinance 10.29.2020

# GRAND JUNCTION STADIUM RENOVATION AND MASTER PLAN

## **PART 1:**

Recommended Master Plan by Priorities.

Page 2 - Renovation Project (2-4 years)

Page 3 - Medium Priority Improvements (10-12 years)

Page 4 - Lower Priority Improvements (12+ years)

## **PART 2:**

Rough Order of Magnitude Costs by Priorities.

Page 5 - Renovation Project Costs (2-4 years)

Page 6 - Medium Priority Improvement Costs (10-12 years)

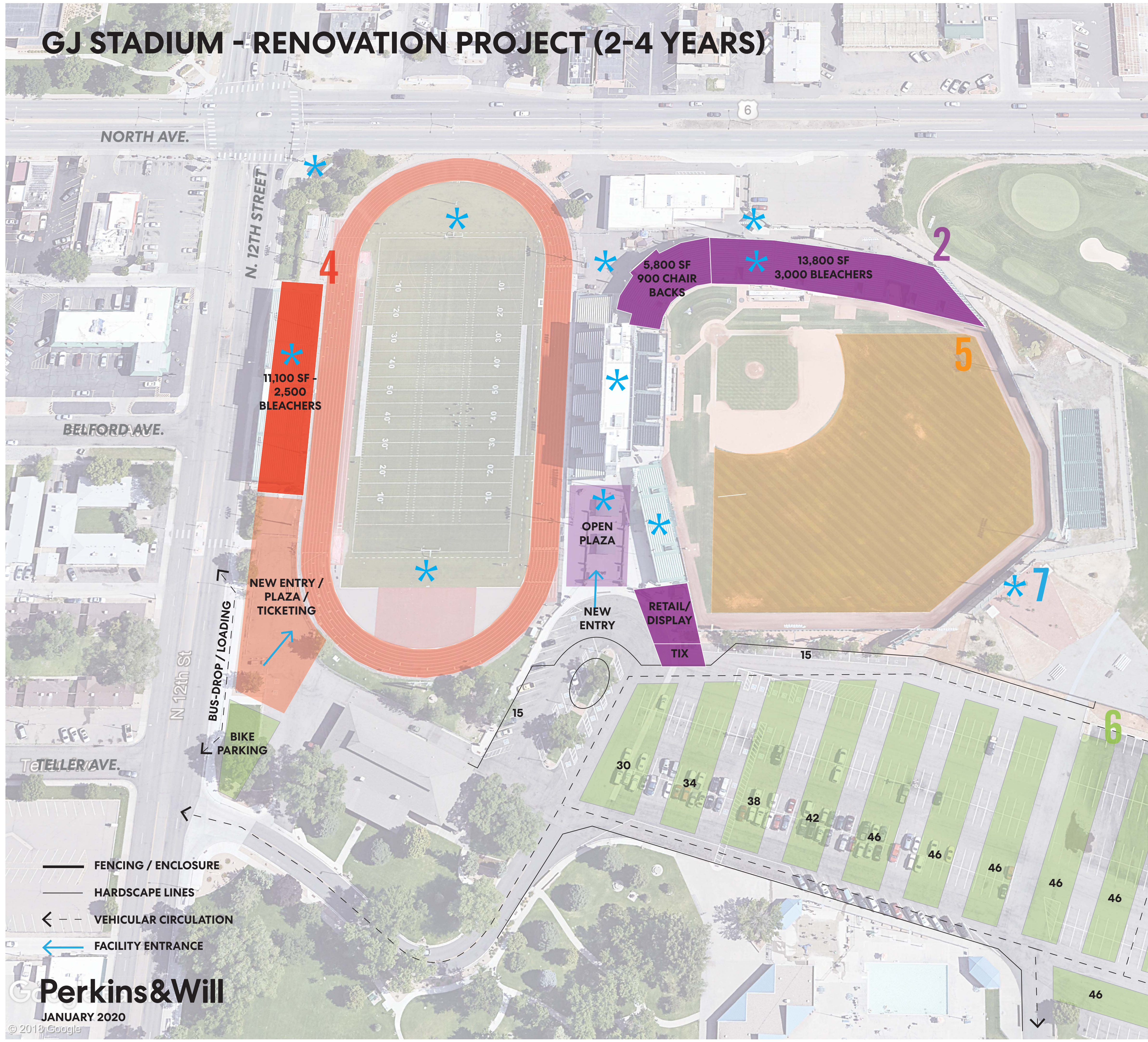
Page 7 - Lower Priority Improvement Costs (12+ years) & Grand Total

## **PART 3:**

Summary.

Page 8 - Overall Master plan

# GJ STADIUM - RENOVATION PROJECT (2-4 YEARS)



**2 - ENHANCED ENTRY / CIRCULATION / SEATING. \$4.4 - \$4.8 MILLION**

- Demolish existing north stands from home plate all the way east. Build new bleachers to include 900 chair back seats behind home plate and 3,000 new bleacher seating. New seating section to include distributed ADA seating and accommodations, camera platform, scorers box, and appropriate draining.
- Demolish current ticket booth and entry gates to create a new grand entry with open plaza / festival area south of the Lincoln Tower. Include upgraded security.
- Develop a new building with access from parking lot and entry plaza to include a new ticket office and retail / display space on ground level.

**4 - UPGRADES TO STOCKER STADIUM. \$1.9 - \$2.3 MILLION**

- Resurface track.
- Replace water main under football field. Remove old one and re-plumb new one on the 40 yard line of west stands.
- Create new festival plaza / ticketing experience at the southwest entrance. Include upgraded security.
- Demolish existing west stands and build new bleachers to include 2,500 new bleacher seating, football-oriented sight lines, distributed ADA seating and accommodations, and relocation of light poles.
- Plan for more spectator amenities in later phase with permanent support spaces below.

**5 - OUTFIELD SURFACE REPLACEMENT & DRAINAGE. \$300,000 - \$500,000**

**6 - SITE DEVELOPMENT. \$300,000 - \$500,000**

- Reconfigure south lot to maximize parking count (105 net space increase) and create safer pedestrian access.
- Dedicated bicycle parking and shuttle drop-off to encourage alternate modes of transportation and clear congestion.

**7 - IT / ELECTRICAL / AV INFRASTRUCTURE UPGRADES. \$2.5 - \$2.9 MILLION**

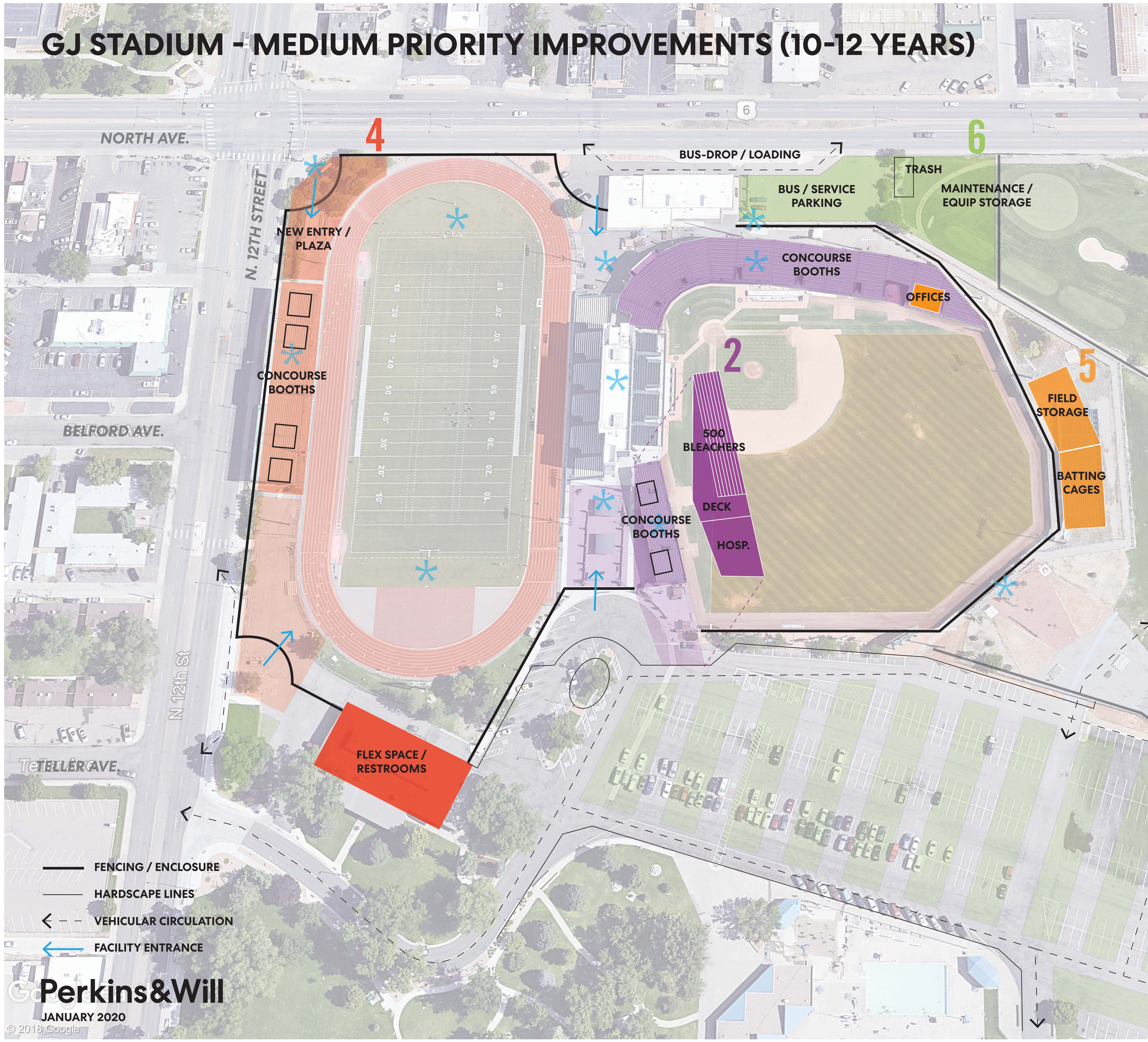
- IT needs at all ticketing locations (north, west, and south).
- IT needs at Lincoln Tower press box .
- Upgrade all lighting to LED, at stadium and field.
- Electrical needs with all new bleacher sections for food vendors (220 amp connections).
- Electrical needs at football end-zones for VIP booths / seating.
- Upgrade sound system.
- Addition of camera platforms and camera plug-in capabilities.
- Upgrade existing scoreboard and northwest corner marquee.

**TOTAL PROJECT COSTS : \$9.4 - \$11 MILLION**

- FENCING / ENCLOSURE
- HARDSCAPE LINES
- ← VEHICULAR CIRCULATION
- ← FACILITY ENTRANCE

300 ft

# GJ STADIUM - MEDIUM PRIORITY IMPROVEMENTS (10-12 YEARS)



## 2 - ENHANCED ENTRY / CIRCULATION / SEATING. \$4.7 - \$5.1 MILLION

- Demolish existing south stands and build new to include 500 new bleacher seating with backs and distributed ADA throughout.
- Create an upper level multi-use meeting / club space (100-person capacity) and rooftop patio that connects to reconstructed seating.
- New concourse, concessions, merchandise, and storage spaces below all seating sections (flexible space for portable carts or booths with adequate power and lighting).
- New foul ball netting.

## 4 - UPGRADES TO STOCKER STADIUM. \$8.3 - \$8.7 MILLION

- Create new festival plaza / ticketing experience at the northwest entrance.
- Demolish existing west stadia facilities and add new concourse, concessions, merchandise, and storage spaces below stadia (flexible space for portable carts or booths with adequate power and lighting).
- Add HT football dressing room below stadia (simple, large meeting space with lavs / toilets).
- Renovate the Barn into a new multi-purpose event structure to accommodate large flat floor events (such as consumer shows, staging areas for large track meets, etc.).

## 5 - NEW OUTFIELD FACILITIES. \$2.4 - \$2.8 MILLION

- Renovate facility manager and grounds manager offices below north bleachers.
- Upgrade outfield fencing, include new padding and gate access to field storage.
- Demolish the outfield bleachers to create a dedicated space for enclosed, secure field storage and indoor batting cages.
- No spectator facilities.

## 6 - SITE DEVELOPMENT. \$1.6 - \$2.0 MILLION

- Expand north lot slightly into golf course and relocate putting green.
- Dedicated area for maintenance / grounds equipment storage.
- Dedicated bus / service drop-off and parking separate from spectator access.
- New permanent fencing throughout to improve security and access control. Include screening around Stocker Stadium.
- Hardscape and landscaping at all entry plazas.

**TOTAL PROJECT COSTS : \$17 - \$18.6 MILLION**

- FENCING / ENCLOSURE
- HARDSCAPE LINES
- ← VEHICULAR CIRCULATION
- ← FACILITY ENTRANCE

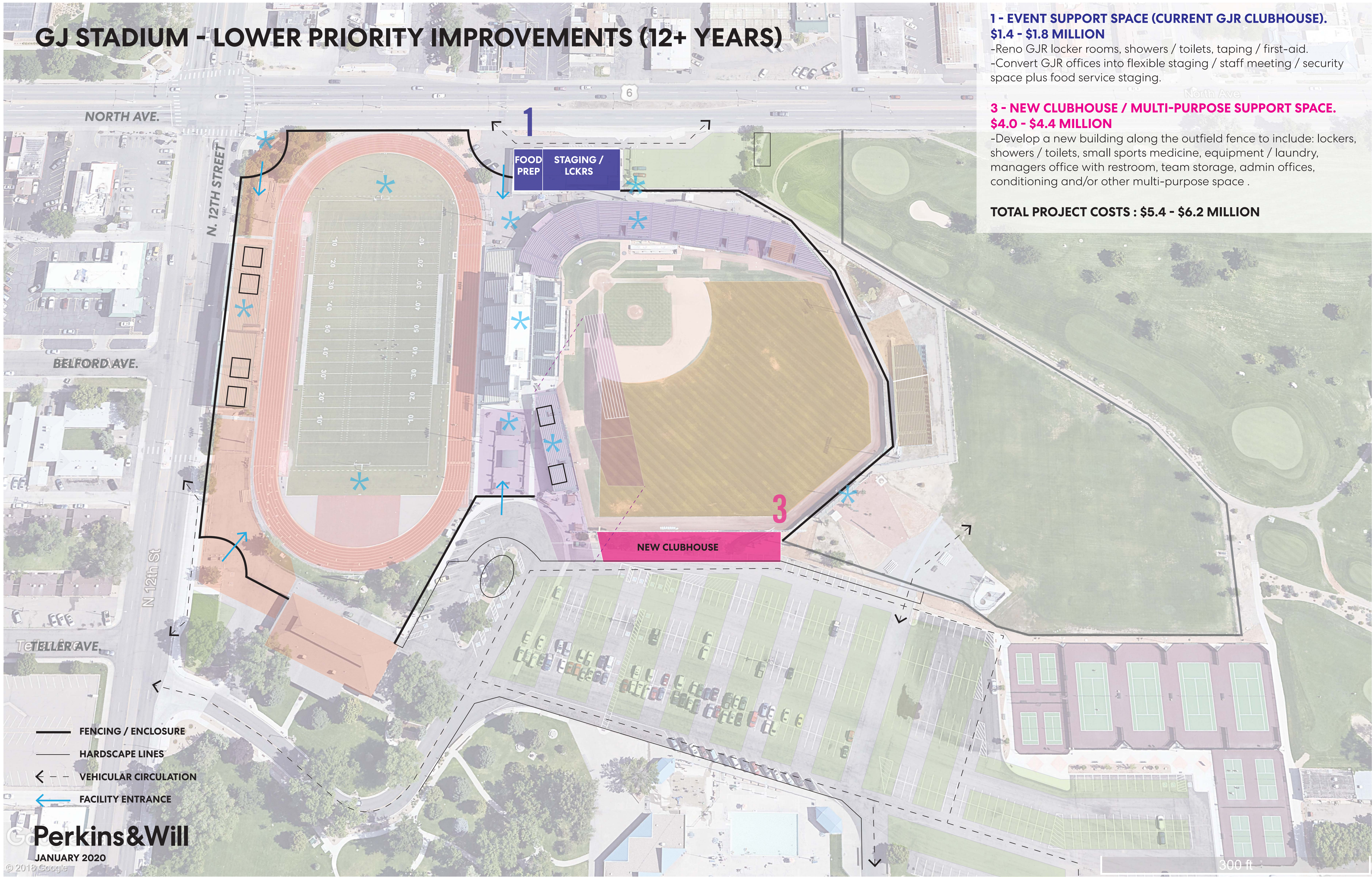
300 ft

# GJ STADIUM - LOWER PRIORITY IMPROVEMENTS (12+ YEARS)

**1 - EVENT SUPPORT SPACE (CURRENT GJR CLUBHOUSE).  
\$1.4 - \$1.8 MILLION**  
-Reno GJR locker rooms, showers / toilets, taping / first-aid.  
-Convert GJR offices into flexible staging / staff meeting / security space plus food service staging.

**3 - NEW CLUBHOUSE / MULTI-PURPOSE SUPPORT SPACE.  
\$4.0 - \$4.4 MILLION**  
-Develop a new building along the outfield fence to include: lockers, showers / toilets, small sports medicine, equipment / laundry, managers office with restroom, team storage, admin offices, conditioning and/or other multi-purpose space .

**TOTAL PROJECT COSTS : \$5.4 - \$6.2 MILLION**



**1**  
FOOD PREP STAGING / LCKRS

**3**  
NEW CLUBHOUSE

- FENCING / ENCLOSURE
- HARDSCAPE LINES
- ← VEHICULAR CIRCULATION
- ← FACILITY ENTRANCE

300 ft

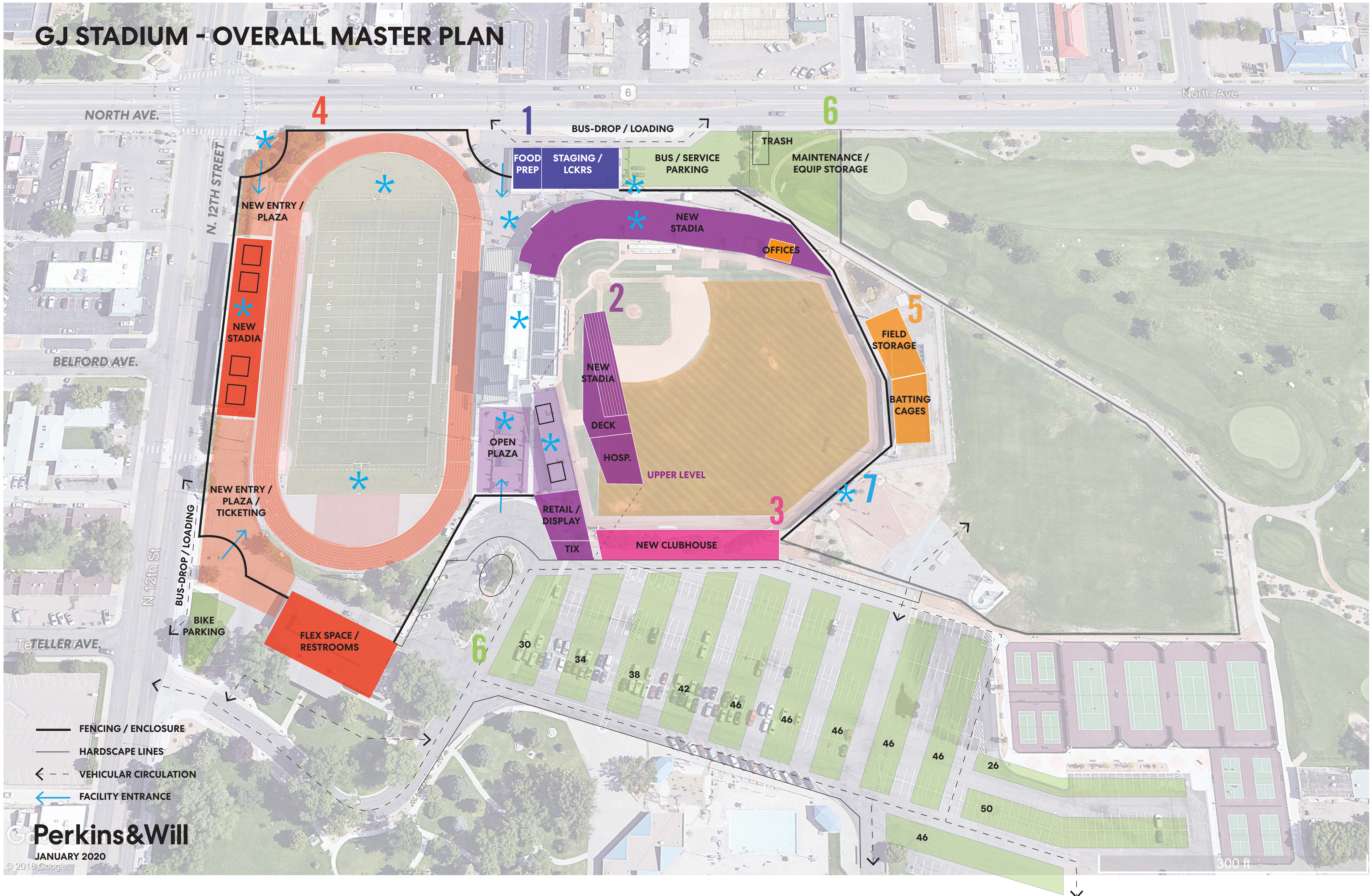
RENOVATION PROJECT (2-4 YEARS)						BY PROJECT AREA		
	Comments	NSF	GSF	\$/SF	Const. \$	Stocker	Suplizio	Shared
<b>2</b>	<b>Enhanced Entry / Circulation / Seating</b>							
	Demo Existing North Bleachers	19,600	19,600	\$3.00	\$58,800		\$76,440	
	Reconstruct North Bleachers - Behind Home Plate	900	900	\$345.00	\$310,500		\$403,650	
	Reconstruct North Bleachers - Home Plate to East	3,000	3,000	\$240.00	\$720,000		\$936,000	
	Camera Platform & Prefab Scorers Box	300	420	\$300.00	\$126,000		\$163,800	
	Reno Main Entry - Create Open Plaza	7,000	7,000	\$65.00	\$455,000			\$591,500
	New Ticketing and Retail / Display Building	3,800	4,750	\$400.00	\$1,900,000			\$2,470,000
	<b>Total</b>	<b>34,600</b>	<b>35,670</b>	<b>-</b>	<b>\$3,570,300</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$4,641,390</b>	<b>\$0</b>	<b>\$1,579,890</b>	<b>\$3,061,500</b>
<b>4</b>	<b>Upgrades to Stocker Stadium</b>							
	Resurface Track	40,000	40,000	\$8.00	\$320,000	\$416,000		
	Replace Water Main Under Football Field	-	-	-	\$25,000	\$32,500		
	New Entry Plaza / Ticketing - West Stadia	25,000	25,000	\$25.00	\$312,500	\$406,250		
	Demo Existing West Bleachers	11,100	11,100	\$5.50	\$61,050	\$79,365		
	Relocate Light Poles	2	2	\$22,000.00	\$44,000	\$57,200		
	Reconstruct West Bleachers	2,500	2,500	\$330.00	\$825,000	\$1,072,500		
	<b>Total</b>	<b>78,602</b>	<b>78,602</b>	<b>-</b>	<b>\$1,587,550</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$2,063,815</b>	<b>\$2,063,815</b>	<b>\$0</b>	<b>\$0</b>
<b>5</b>	<b>Outfield Surface Replacement</b>							
	Outfield Surface Replacement	78,000	78,000	\$4.00	\$312,000		\$405,600	
	<b>Total</b>	<b>78,000</b>	<b>78,000</b>	<b>-</b>	<b>\$312,000</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$405,600</b>	<b>\$0</b>	<b>\$405,600</b>	<b>\$0</b>
<b>6</b>	<b>Site Development</b>							
	Reconfigure Parking - South Lot	135,000	135,000	\$2.00	\$270,000			\$351,000
	<b>Total</b>	<b>135,000</b>	<b>135,000</b>	<b>-</b>	<b>\$270,000</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$351,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$351,000</b>
<b>7</b>	<b>IT / Electrical / AV Infrastructure Upgrades</b>							
	Upgrade IT - All Ticketing Locations	-	-	-	\$40,000			\$52,000
	Upgrade IT - Lincoln Tower Press Box	-	-	-	\$90,000			\$117,000
	Upgrade Lighting - All LED	-	-	-	\$900,000			\$1,170,000
	Upgrade Electrical - Under North Bleachers	-	-	-	\$500,000		\$650,000	
	Add Electrical - Football Endzones for VIP	-	-	-	\$100,000	\$130,000		
	Upgrade AV - Sound System	-	-	-	\$200,000			\$260,000
	Upgrade AV - Add Camera Platforms & Plug-ins	-	-	-	\$50,000			\$65,000
	Upgrade AV - Existing Scoreboard & Marquee	-	-	-	\$160,000			\$208,000
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>\$2,040,000</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$2,652,000</b>	<b>\$130,000</b>	<b>\$650,000</b>	<b>\$1,872,000</b>
<b>RENOVATION PROJECT TOTAL (2-4 YEARS)</b>		<b>326,202</b>	<b>327,272</b>	<b>=</b>	<b>\$7,779,850</b>			
<b>Total Project Cost</b>		<b>1.3</b>			<b>\$10,113,805</b>	<b>\$2,193,815</b>	<b>\$2,635,490</b>	<b>\$5,284,500</b>

MEDIUM PRIORITY IMPROVEMENTS (10-12 YEARS)						BY PROJECT AREA		
	Comments	NSF	GSF	\$/SF	Const. \$	Stocker	Suplizio	Shared
<b>2</b>	<b>Enhanced Entry / Circulation / Seating</b>							
	Demo South Bleachers	5,800	5,800	\$4.50	\$26,100		\$33,930	
	Reconstruct South Bleachers	500	500	\$265.00	\$132,500		\$172,250	
	New Upper Roof Deck	2,500	3,125	\$150.00	\$468,750		\$609,375	
	New Hospitality / Multi-purpose Room	2,600	3,250	\$480.00	\$1,560,000		\$2,028,000	
	New Concourse Concessions - 15 POS	1,500	1,875	\$480.00	\$900,000		\$1,170,000	
	Food and Beverage Equipment	-	-	-	\$300,000		\$390,000	
	New Merchandise Booths - 4 POS	400	500	\$380.00	\$190,000		\$247,000	
	New Merchandise Storage	150	188	\$125.00	\$23,438		\$30,469	
	New Foul Ball Netting	-	-	-	\$200,000		\$260,000	
	<b>Total</b>	<b>13,450</b>	<b>15,238</b>	<b>-</b>	<b>\$3,800,788</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$4,941,024</b>	<b>\$0</b>	<b>\$4,941,024</b>	<b>\$0</b>
<b>4</b>	<b>Upgrades to Stocker Stadium</b>							
	New Entry Plaza / Ticketing - West Stadia	25,000	25,000	\$25.00	\$312,500	\$406,250		
	Demo Existing West Stadia Facilities	2,000	2,000	\$75.00	\$150,000	\$195,000		
	New West Stadia Facilities	1,000	1,250	\$400.00	\$500,000	\$650,000		
	New West Stadia Concourse	4,000	5,000	\$20.00	\$100,000	\$130,000		
	Restrooms--Men (west stadia)	1,200	1,500	\$500.00	\$750,000	\$975,000		
	Restrooms--Women (west stadia)	2,200	2,750	\$500.00	\$1,375,000	\$1,787,500		
	Restrooms--Special Needs	125	156	\$275.00	\$42,969	\$55,859		
	Reno Existing Barn	11,750	11,750	\$250.00	\$2,937,500	\$3,818,750		
	Add Restrooms (Barn)	600	750	\$500.00	\$375,000	\$487,500		
	<b>Total</b>	<b>47,875</b>	<b>50,156</b>	<b>-</b>	<b>\$6,542,969</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$8,505,859</b>	<b>\$8,505,859</b>	<b>\$0</b>	<b>\$0</b>
<b>5</b>	<b>New Outfield Facilities</b>							
	Reno Facility Manager Office	125	156	\$350.00	\$54,688			\$71,094
	Reno Grounds Manager Office	125	156	\$350.00	\$54,688			\$71,094
	Reno Outfield Fence w/ Padding	700	700	\$250.00	\$175,000		\$227,500	
	Demo Outfield Bleachers	5,900	5,900	\$4.50	\$26,550		\$34,515	
	New Secure Field Storage	3,200	4,000	\$275.00	\$1,100,000		\$1,430,000	
	New Covered Batting Cages	3,200	4,000	\$150.00	\$600,000		\$780,000	
	<b>Total</b>	<b>13,250</b>	<b>14,913</b>	<b>-</b>	<b>\$2,010,925</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$2,614,203</b>	<b>\$0</b>	<b>\$2,472,015</b>	<b>\$142,188</b>
<b>6</b>	<b>Site Development</b>							
	New Parking - North Lot (over golf course)	11,600	11,600	\$15.00	\$174,000			\$226,200
	Relocate Putting Green	9,000	9,000	\$22.00	\$198,000			\$257,400
	Dedicated Grounds Equipment / Storage	2,000	2,000	\$150.00	\$300,000			\$390,000
	Bus / Service Parking / Service Drive	9,400	9,400	\$2.00	\$18,800			\$24,440
	New Permanent Fencing Throughout	1,800	1,800	\$150.00	\$270,000			\$351,000
	Sidewalks / Hardscape	40,000	40,000	\$8.00	\$320,000			\$416,000
	Landscaping	20,000	20,000	\$6.00	\$120,000			\$156,000
	<b>Total</b>	<b>93,800</b>	<b>93,800</b>	<b>-</b>	<b>\$1,400,800</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$1,821,040</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,821,040</b>
<b>MEDIUM PRIORITY IMPROVEMENTS TOTAL (10-12 YEARS)</b>		<b>168,375</b>	<b>174,106</b>	<b>=</b>	<b>\$13,755,481</b>			
<b>Total Project Cost</b>		<b>1.3</b>			<b>\$17,882,126</b>	<b>\$8,505,859</b>	<b>\$7,413,039</b>	<b>\$1,963,228</b>

<b>LOWER PRIORITY IMPROVEMENTS (12+ YEARS)</b>						<b>BY PROJECT AREA</b>		
	<i>Comments</i>	<i>NSF</i>	<i>GSF</i>	<i>\$/SF</i>	<i>Const. \$</i>	<i>Stocker</i>	<i>Suplizio</i>	<i>Shared</i>
<b>1</b>	<b>Event Support Space (Current GJ Rockies Clubhouse)</b>							
	Reno Locker Rooms	1,500	1,875	\$100.00	\$187,500			\$243,750
	Reno Showers / Toilets	800	1,000	\$200.00	\$200,000			\$260,000
	Reno Taping / First Aid	150	188	\$150.00	\$28,125			\$36,563
	Reno Staging	1500	1,875	\$150.00	\$281,250			\$365,625
	Event Security	250	313	\$115.00	\$35,938			\$46,719
	Food Service Support / Staging Area	1,700	2,125	\$250.00	\$531,250			\$690,625
	<b>Total</b>	<b>5,900</b>	<b>7,375</b>	<b>-</b>	<b>\$1,264,063</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$1,643,281</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,643,281</b>
<b>3</b>	<b>New Clubhouse / Multi-purpose Support Space</b>							
	New Locker Room	880	1,100	\$450.00	\$495,000			\$643,500
	New Showers/Toilets	600	750	\$500.00	\$375,000			\$487,500
	New Sports Medicine	500	625	\$450.00	\$281,250			\$365,625
	New Equipment/Laundry Room	500	625	\$400.00	\$250,000			\$325,000
	New Manager's Office w/Restroom	250	313	\$350.00	\$109,375			\$142,188
	New Team Storage	1,000	1,250	\$275.00	\$343,750			\$446,875
	New Admin Offices	1,000	1,250	\$350.00	\$437,500			\$568,750
	New Conditioning/Multi-purpose	2,500	3,125	\$300.00	\$937,500			\$1,218,750
	<b>Total</b>	<b>7,230</b>	<b>9,038</b>	<b>-</b>	<b>\$3,229,375</b>			
	<b>Total Project Costs</b>	<b>1.3</b>			<b>\$4,198,188</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,198,188</b>
<b>LOWER PRIORITY IMPROVEMENTS TOTAL (12+ YEARS)</b>		<b>13,130</b>	<b>16,413</b>	<b>=</b>	<b>\$4,493,438</b>			
	<b>Total Project Cost</b>	<b>1.3</b>			<b>\$5,841,469</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,841,469</b>
<b>GRAND TOTAL (ALL PHASES)</b>		<b>507,707</b>	<b>517,791</b>	<b>=</b>	<b>\$26,028,769</b>			
	<b>Total Project Cost</b>	<b>1.3</b>			<b>\$33,837,399</b>	<b>\$10,699,674</b>	<b>\$10,048,529</b>	<b>\$13,089,196</b>



# GJ STADIUM - OVERALL MASTER PLAN



- FENCING / ENCLOSURE
- HARDSCAPE LINES
- VEHICULAR CIRCULATION
- FACILITY ENTRANCE

300 ft

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Attention: Dee P. Wisor, Esq.

Pursuant to Section 39-13-104(1)(i), Colorado Revised Statutes, this Second Amendment to Mortgage and Indenture of Trust is exempt from the documentary fee.

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GRAND JUNCTION PUBLIC FINANCE CORPORATION, INC.

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

AS TRUSTEE

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SECOND AMENDMENT TO  
MORTGAGE AND INDENTURE OF TRUST

Dated as of  
[closing date], 2021

This is a security agreement with respect to chattels,  
as well as a mortgage on real estate and other property.

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This Second Amendment to Mortgage and Indenture of Trust amends and supplements (a) the Mortgage and Indenture of Trust, dated as of November 15, 2010, between the Corporation and the Trustee, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553354; and (b) the First Amendment to Mortgage and Indenture of Trust, dated as of December 1, 2011, between the Corporation and the Trustee and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593854.

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SECOND AMENDMENT TO MORTGAGE AND INDENTURE OF TRUST

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(This Table of Contents is not a part of this Second Amendment to Mortgage and Indenture of Trust and is only for convenience of reference.)

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## SECOND AMENDMENT TO MORTGAGE AND INDENTURE OF TRUST

THIS SECOND AMENDMENT TO MORTGAGE AND INDENTURE OF TRUST (this “Second Amendment to Indenture”) dated as of [closing date], 2021, entered into by and between the GRAND JUNCTION PUBLIC FINANCE CORPORATION, INC. (the “Corporation”), a nonprofit corporation duly organized and validly existing under the laws of the State of Colorado, as lessor, and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee (the “Trustee”), having an office and place of business in Denver, Colorado, duly organized and existing under the laws of the United States of America, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, amends and supplements (a) the Mortgage and Indenture of Trust, dated as of November 15, 2010, between the Corporation and the Trustee, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553354; and (b) the First Amendment to Mortgage and Indenture of Trust, dated as of December 1, 2011, between the Corporation and the Trustee and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593854.

### WITNESSETH:

WHEREAS, the City of Grand Junction, Colorado (the “City”), is a duly organized and existing home rule municipality of the State of Colorado (the “State”), created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City; and

WHEREAS, the Corporation is a nonprofit corporation organized, existing and in good standing under the laws of the State, is duly qualified to do business in the State, and, under its articles and bylaws, is authorized to own and manage its properties, to conduct its affairs in the State and to act in the manner contemplated herein; and

WHEREAS, the City and the Corporation have previously entered a Ground and Improvement Lease Agreement, dated as of November 15, 2010, as amended by a First Amendment to Ground and Improvement Lease, dated as of December 1, 2011 (collectively, the “2010 Ground Lease”) pursuant to which the City leased to the Corporation, certain real property owned by the City as more specifically set forth in Exhibit A to the 2010 Ground Lease, as amended (the “Leased Property”), which Leased Property was leased back to the City by the Corporation pursuant to the terms of a Lease Purchase Agreement, dated as of November 15, 2010 (the “Original Lease”), as amended by a First Amendment to Lease Purchase Agreement, dated as of December 1, 2011 (the “First Amendment to Lease”); and

WHEREAS, the Corporation and the Trustee have previously entered into a certain Mortgage and Indenture of Trust dated as of November 15, 2010 (the “Original Indenture”), as amended by a First Amendment to Mortgage and Indenture of Trust dated as of December 1, 2011 (the “First Amendment to Indenture” and together with the Original Indenture and this Second Amendment to Indenture, the “Indenture”); and

WHEREAS, pursuant to the Original Indenture, there were executed and delivered the “Certificates of Participation, Series 2010” (the “2010 Certificates”); and

WHEREAS, the proceeds from the sale of the 2010 Certificates were disbursed by the Trustee, at the direction of the City as agent for the Corporation, to defray the costs of the Project (as defined in the Original Indenture); and

WHEREAS, the Indenture provides that Additional Certificates (as defined in the Original Indenture) may be executed and delivered to provide funds to pay the costs of refunding the outstanding 2010 Certificates and to finance capital projects as the City deems necessary or desirable; and

WHEREAS, the City has determined that it is in the best interest of the City for the Corporation to refund the outstanding 2010 Certificates (the “2021 Refunding Project”) to achieve interest rate savings and to finance improvements to Lincoln Park, Sam Suplizio Field, and Ralph Stocker Stadium (the “2021 Improvement Project”, and together with the 2021 Refunding Project, the “2021 Project”); and

WHEREAS, in order to effectuate the 2021 Project, the City and the Corporation will enter into a Second Amendment to Ground and Improvement Lease, dated as of [closing date], 2021 (the “Second Amendment to Ground Lease” and together with the 2010 Ground Lease, the “Lease”); a Second Amendment to Lease Purchase Agreement, dated as of [closing date], 2021 (the “Second Amendment to Lease” and together with the Original Lease and the First Amendment to Lease, the “Lease”); and

WHEREAS, pursuant to this Second Amendment to Indenture, the Trustee is consenting to the execution and delivery of the Second Amendment to Ground Lease and Second Amendment to Lease; and

WHEREAS, in order to effectuate the 2021 Project, there will be executed and delivered the “Certificates of Participation, Series 2021” (the “2021 Certificates”) that will be issued as Additional Certificates and will be executed and delivered pursuant to this Second Amendment to Indenture; and

WHEREAS, the net proceeds from the sale of the 2021 Certificates, together with other available moneys, will be applied to effectuate the 2021 Project and to pay the costs of execution and delivery of the 2021 Certificates; and

WHEREAS, the Indenture provides that the Trustee and the Corporation may, with the written consent of the City, but without the consent of, or notice to, the Owners of the Certificates, enter into a supplemental indenture to, among other purposes, set forth the terms and conditions and other matters in connection with the execution and delivery of Additional Certificates; and

WHEREAS, the City has given its written consent to the execution and delivery of this Second Amendment to Indenture; and

WHEREAS, the Trustee and the Corporation have each authorized the execution and delivery of this Second Amendment to Indenture; and

WHEREAS, it is now necessary to enter into this Second Amendment to Indenture to provide for the execution and delivery of the 2021 Certificates as Additional Certificates under the Indenture in order to effectuate the 2021 Project, and to provide terms in connection therewith; and

WHEREAS, the Trustee has entered into the Indenture, including the First Amendment to Indenture and this Second Amendment to Indenture, for and on behalf of the Certificate Owners, and will hold its rights under the Indenture, including its rights with respect to the Leased Property, except as otherwise specifically provided in the Indenture, for the equal and proportionate benefit of the Certificate Owners, and will disburse monies received by it in accordance with the Indenture; and

WHEREAS, all things necessary to make the 2021 Certificates, when executed and delivered by the Trustee as in the Indenture (including this Second Amendment to Indenture) provided, legal, valid and binding assignments of proportionate interests in rights to receive Base Rentals and certain other payments, as herein provided, and to constitute the Indenture (including this Second Amendment to Indenture) a valid, binding and legal instrument for the security of the Certificates in accordance with its terms, have been done and performed;

NOW, THEREFORE, THIS SECOND AMENDMENT TO INDENTURE WITNESSETH and it is expressly declared, that all Certificates issued and secured under the Indenture (including this Second Amendment to Indenture) are to be executed, authenticated and delivered and all said property, rights, interests, revenues and receipts pledged, assigned and mortgaged hereby and by the Indenture, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Indenture (including this Second Amendment to Indenture), and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Certificate Owners, as follows:

## ARTICLE I DEFINITIONS AND APPLICABILITY

**Section 1.1. Definitions Generally.** Unless otherwise defined in Sections 1.2 and 1.3 of this Second Amendment to Indenture or unless the context requires otherwise, all capitalized words and phrases in this Second Amendment to Indenture shall have the respective meanings set forth in Article I of the Original Indenture and Section 2 of the First Amendment to Indenture.

**Section 1.2. Second Amendment to Indenture Definitions.** For all purposes of this Second Amendment to Indenture, the following terms, except where the context requires otherwise, shall have the meanings set forth below.

“2021 Certificates” mean the Certificates of Participation, Series 2021 executed and delivered pursuant to the terms and provisions of this Second Amendment to Indenture and constituting Additional Certificates under the Lease and the Indenture.

“2021 Improvement Project” means improvements to Lincoln Park, Sam Soplizio Field, and Ralph Stocker Stadium.

“2021 Project” means the 2021 Refunding Project and the 2021 Improvement Project.

“2021 Refunding Project” means the refunding and prior redemption of all of the Outstanding 2010 Certificates.

“First Amendment to Lease” means the First Amendment to Lease Purchase Agreement, dated December 1, 2011, between the Corporation, as lessor, and the City, as lessee.

“First Amendment to Indenture” means the First Amendment to Mortgage and Indenture of Trust, dated December 1, 2011, between the Trustee and the Corporation.

“Original Indenture” means the Mortgage and Indenture of Trust dated as of November 15, 2010 between the Corporation and the Trustee.

“Second Amendment to Ground Lease” means the Second Amendment to Ground and Improvement Lease, dated as of [closing date], 2021, between the Corporation and the City.

“Second Amendment to Lease” means the Second Amendment to Lease Purchase Agreement dated as of [closing date], 2021, between the Corporation and the City.

“Second Amendment to Indenture” means the Second Amendment to Mortgage and Indenture of Trust dated as of [closing date], 2021, between the Trustee and the Corporation.

“Underwriter” means D.A. Davidson & Co.

**Section 1.3. Amendments to Definitions in the Indenture.** The following terms as set forth in the Original Indenture are hereby amended to read as follows:

“Reserve Fund Requirement” is amended and restated in its entirety as follows: “Reserve Fund Requirement” means \$0.00.

**Section 1.4. Second Amendment to Indenture; Consent to Document Amendments.** This Second Amendment to Indenture amends and supplements the Original Indenture, as amended pursuant to the First Amendment to Indenture, and is entered in accordance with the provisions of the Indenture. This Second Amendment to Indenture shall hereafter form a part of the Indenture and all the terms and conditions contained herein shall be deemed to be part of the Indenture for any and all purposes. Except as expressly amended by the First Amendment to Indenture and this Second Amendment to Indenture, the Original Indenture shall remain as originally stated and is hereby ratified, approved and confirmed. The Trustee hereby consents to the execution and delivery of the Second Amendment to Ground Lease and Second Amendment to Lease

**Section 1.5. Applicability of the Indenture.** Except as otherwise provided herein, the provisions of the Indenture, which includes the First Amendment to Indenture and this Second Amendment to Indenture, govern the 2021 Certificates. However, specific provisions concerning and exclusive to the 2021 Certificates as set forth in the Second Amendment shall apply solely to the 2021 Certificates.

For all purposes of the Indenture and the Lease, “Certificates” shall mean and include the 2021 Certificates and any Additional Certificates to be executed and delivered in the future, if any.

**ARTICLE II**  
**AUTHORIZATION, TERMS, EXECUTION**  
**AND DELIVERY OF 2021 CERTIFICATES**

**Section 2.1. Authorization.** The 2021 Certificates shall be issued, sold and delivered as Additional Certificates in the aggregate principal amount of \$[par]. The 2021 Certificates are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2021 Certificates after their delivery for value.

The 2021 Certificates are being issued as Additional Certificates in accordance with Section 2.12 of the Original Indenture. Each of the 2021 Certificates shall evidence an assignment of a proportionate interest in rights to receive Revenues, proportionately and ratably secured with all other issues of Additional Certificates, if any, executed and delivered pursuant to Section 2.12 of the Original Indenture, without preference, priority or distinction of any Certificates or Additional Certificates over any other.

**Section 2.2. Execution and Delivery of 2021 Certificates.**

(a) The 2021 Certificates are being sold, executed and delivered hereunder to effectuate the 2021 Project and to pay the costs of execution and delivery of the 2021 Certificates.

(b) Each of the 2021 Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. Each of the 2021 Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the 2021 Certificates are held by a Depository, one 2021 Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate of the Outstanding 2021 Certificates.

**Section 2.3. 2021 Certificate Details.**

(a) The 2021 Certificates shall be substantially in the form set forth in Exhibit A attached hereto and by this reference made a part hereof, with such appropriate variations, omissions and insertions as may be required by the circumstances, or as may be permitted or required hereby.

(b) The aggregate principal amount of the 2021 Certificates shall be \$[par]. The 2021 Certificates shall be dated as of their date of execution and delivery and shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:



<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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(c) The Interest Payment Dates for the 2021 Certificates shall be June 1 and December 1, commencing June 1, 2021. The 2021 Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date, beginning on June 1, 2021. Each 2021 Certificate authenticated prior to the first Interest Payment Date thereon shall bear interest from the date of execution and delivery of the 2021 Certificates, except that if, as shown by the records of the Trustee, interest on such 2021 Certificate shall be in default, any 2021 Certificate issued in exchange for or upon the registration of transfer of such 2021 Certificate shall bear interest from the date to which interest has been paid in full on such 2021 Certificate or, if no interest has been paid on such 2021 Certificate, the date of execution and delivery of the 2021 Certificates. Each 2021 Certificate shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates borne by such 2021 Certificate from the date on which such principal, premium or interest became due and payable.

**Section 2.4. Payment of the 2021 Certificates** The 2021 Certificates shall bear interest until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest accrued on the 2021 Certificates shall be paid on each Interest Payment Date. Interest on the 2021 Certificates shall be computed upon the basis of a 360-day year consisting of twelve 30-day months.

**Section 2.5. Delivery of the 2021 Certificates.** Upon the execution and delivery of this Second Amendment to Indenture, the Trustee shall execute and deliver the 2021 Certificates to the Underwriter thereof, as hereinafter in this Section provided.

(a) Prior to the delivery by the Trustee of any of the 2021 Certificates, there shall have been filed with the Trustee the following:

(i) originally executed counterparts of the Second Amendment to Ground Lease, the Second Amendment to Lease, and the Second Amendment to Indenture;

(ii) a certified copy of the ordinance adopted by the City approving the Second Amendment to Ground Lease and the Second Amendment to Lease;

(iii) a certified copy of the resolution adopted by the Corporation approving the Second Amendment to Ground Lease, the Second Amendment to Lease, and the Second Amendment to Indenture;

(iv) a written opinion of Special Counsel regarding the issuance and authorization of the 2021 Certificates and certain tax matters as set forth in Section 2.12(b) of the Original Indenture; and

(v) a written order to the Trustee by the City to deliver the 2021 Certificates to the purchaser or purchasers identified therein upon payment to the City of the sum set forth therein.

(b) Thereupon, the Trustee shall deliver the 2021 Certificates to the Underwriter of the 2021 Certificates, upon payment to the Trustee of a sum equal to \$ \_\_\_\_\_ as set forth in the City's order specified in (a)(v). Such sum shall be deposited or paid pursuant to Article III of this Second Amendment to Indenture.

### **ARTICLE III REVENUES AND FUNDS**

**Section 3.1. Disposition of Proceeds of 2021 Certificates.** The net proceeds of the 2021 Certificates, together with the balances in the Certificate Fund and the Reserve Fund, in the total amount of \$ \_\_\_\_\_, shall be accounted for as follows:

(a) \$ \_\_\_\_\_ shall be applied by the Trustee to the optional redemption of the 2010 Certificates.

(b) \$ \_\_\_\_\_ shall be deposited into the Costs of Execution and Delivery Fund and applied to pay the costs of execution and delivery of the 2021 Certificates.

(c) \$ \_\_\_\_\_ shall be deposited into the Project Fund.

### **ARTICLE IV REDEMPTION OF 2021 CERTIFICATES**

**Section 4.1. Optional and Mandatory Sinking Fund Prepayment.**

(a) The 2021 Certificates are subject to optional prepayment prior to their respective maturity dates as follows:

(i) The 2021 Certificates maturing on or prior to June 1, 20\_\_ are not subject to optional prepayment prior to their respective maturity dates. The 2021 Certificates maturing on and after June 1, 20\_\_ are subject to prepayment prior to maturity at the option of the City, on June 1, 20\_\_ and on any date thereafter, in whole or in part, in any order of maturity and by lot within a maturity (giving proportionate weight to 2021 Certificates in denominations larger than \$5,000), at a price equal to the principal

amount of each 2021 Certificate, or portion thereof, so prepaid, plus accrued interest thereon to the prepayment date, without premium.

(ii) If less than all the Outstanding 2021 Certificates are to be prepaid, the Trustee, upon written instruction from the City, shall select the 2021 Certificates to be prepaid from the maturity dates selected by the City, and by lot within each such maturity in such manner as the Trustee shall determine; provided, that the portion of any 2021 Certificate to be prepaid in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

(b) [mandatory sinking fund prepayment?]

**Section 4.2. Extraordinary Mandatory Prepayment.** The 2021 Certificates shall be prepaid in whole if the Lease Term is terminated by reason of the occurrence of an Event of Nonappropriation or a Lease Event of Default, as further provided in Section 4.01(b) of the Original Indenture.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**Section 5.1. Titles, Headings, Etc.** The titles and headings of the articles, sections and subdivisions of this Second Amendment to Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

**Section 5.2. Governing Law.** This Second Amendment to Indenture shall be governed by and construed in accordance with the law of the State of Colorado.

**Section 5.3. Execution in Counterparts.** This Second Amendment to Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 5.4. Effective Date.** This Second Amendment to Indenture shall become effective as of the date first above written.

IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Second Amendment to Mortgage and Indenture of Trust as of the date set forth above.

GRAND JUNCTION PUBLIC FINANCE  
CORPORATION, INC.

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

(SEAL)

ATTEST:

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

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Trustee

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

The City of Grand Junction, Colorado hereby consents to the execution and delivery of this Second Amendment to Mortgage and Indenture of Trust.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF COLORADO    )  
  )  
MESA COUNTY            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as President of Grand Junction Public Finance Corporation, Inc., a nonprofit corporation in good standing and organized under the laws of the State of Colorado.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

My commission expires \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
  )  
MESA COUNTY            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as Secretary of Grand Junction Public Finance Corporation, Inc., a nonprofit corporation in good standing and organized under the laws of the State of Colorado.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

My commission expires \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
CITY AND                    )        ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as an authorized officer of Zions Bancorporation, National Association, as trustee.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

My commission expires \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

EXHIBIT A

(Form of 2021 Certificates)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**CERTIFICATE OF PARTICIPATION  
SERIES 2021  
EVIDENCING ASSIGNMENT OF A PROPORTIONATE  
INTEREST IN RIGHTS TO RECEIVE CERTAIN REVENUES  
PURSUANT TO THE LEASE PURCHASE AGREEMENT, DATED AS OF NOVEMBER  
15, 2010, AS AMENDED, BETWEEN THE GRAND JUNCTION PUBLIC FINANCE  
CORPORATION, INC., AS LESSOR, AND THE CITY OF GRAND JUNCTION,  
COLORADO, AS LESSEE**

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

<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>INTEREST RATE</u>	<u>CUSIP</u>
----------------------	--------------------------------	--------------------------	--------------

[closing date], 2021

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THIS CERTIFIES THAT the registered owner specified above, or registered assigns, has a proportionate interest in rights to receive certain revenues, as described below, pursuant to an annually renewable Lease Purchase Agreement, dated as of November 15, 2010, as amended (the “Lease”), between GRAND JUNCTION PUBLIC FINANCE CORPORATION, INC. a Colorado nonprofit corporation (the “Corporation”), as lessor, and CITY OF GRAND JUNCTION, COLORADO (the “City”), as lessee. The proportionate interest of the registered owner of this Certificate of Participation, Series 2021 (this “2021 Certificate”) is secured as provided in the Lease and in the Mortgage and Indenture of Trust dated as of November 15, 2010, as amended (the “Indenture”), between the Corporation and Zions Bancorporation, National Association, as trustee (the “Trustee”), for the registered owners of the 2021 Certificates (the “Owners”), whereby certain rights of the Corporation, as lessor under the Lease, have been assigned by the Corporation to the Trustee for the benefit of the Owners. Under the Indenture, the Corporation has also assigned to the Trustee, for the benefit of the Owners, a mortgage and security interest in the Leased Property (as defined in the Lease). To the extent not

defined herein, terms used in this 2021 Certificate shall have the same meanings as set forth in the Indenture and the Lease.

This 2021 Certificate bears interest, matures, is payable, is subject to prepayment prior to maturity, and is transferable as provided in the Indenture.

This 2021 Certificate is one of an issue of certificates evidencing assignments of proportionate interests in rights to receive certain revenues, as described below, pursuant to the Lease and the Indenture, in an aggregate principal amount of \$[par] for the purpose of providing funds to finance the costs of the Project. The City is leasing the Leased Property from the Corporation pursuant to the Lease, and the City has agreed to pay directly to the Trustee certain Base Rentals in consideration for its right to use the Leased Property, which Base Rentals are required by the Indenture to be distributed by the Trustee to the payment of all the outstanding Certificates, including the 2021 Certificates, and interest thereon.

The 2021 Certificates are being executed and delivered as Additional Certificates under the Indenture and are proportionately and ratably secured under the Lease and the Indenture with any Additional Certificates issued from time to time in the future.

THE LEASE, THIS 2021 CERTIFICATE, THE ISSUE OF 2021 CERTIFICATES OF WHICH IT FORMS A PART, AND THE INTEREST HEREON DO NOT CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY AND SHALL NOT CONSTITUTE A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT CITY DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. THE LEASE, THE INDENTURE AND THE 2021 CERTIFICATES DO NOT DIRECTLY OR INDIRECTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE SPECIFICALLY APPROPRIATED FOR ITS THEN CURRENT FISCAL YEAR. EXCEPT TO THE EXTENT PAYABLE FROM THE PROCEEDS OF THE SALE OF THE 2021 CERTIFICATES AND INCOME FROM THE INVESTMENT THEREOF, NET PROCEEDS OF CERTAIN INSURANCE, PERFORMANCE BONDS AND CONDEMNATION AWARDS, NET PROCEEDS RECEIVED AS A CONSEQUENCE OF BREACHES OF WARRANTY OR DEFAULTS UNDER CERTAIN CONTRACTS OR NET PROCEEDS OF LEASING THE LEASED PROPERTY OR ANY PORTION THEREOF, SALE OF THE LEASED PROPERTY OR ANY PORTION THEREOF, AND REPOSSESSION, LIQUIDATION OR OTHER DISPOSITION OF THE LEASED PROPERTY, OR SUCH OTHER FUNDS AS MAY BE HELD THEREFOR UNDER THE INDENTURE, THIS 2021 CERTIFICATE, THE ISSUE OF WHICH IT FORMS A PART AND THE INTEREST HEREON WILL BE PAYABLE DURING THE TERM OF THE LEASE SOLELY FROM THE BASE RENTALS TO BE PAID BY THE CITY UNDER THE LEASE. ALL PAYMENT OBLIGATIONS OF THE CITY UNDER THE LEASE, INCLUDING, WITHOUT LIMITATION, THE CITY'S OBLIGATION TO PAY BASE RENTALS, ARE FROM YEAR TO YEAR ONLY AND DO NOT CONSTITUTE A MANDATORY CHARGE OR REQUIREMENT IN ANY ENSUING FISCAL YEAR BEYOND THE THEN CURRENT FISCAL YEAR AND ARE SUBJECT TO THE ACTION OF THE CITY IN ANNUALLY APPROPRIATING MONEYS OF THE CITY FOR SUCH PAYMENTS AND FOR THE PERFORMANCE OF ALL OBLIGATIONS OF



THE CITY UNDER THE LEASE DURING THE FISCAL YEAR FOLLOWING SUCH APPROPRIATION.

THE LEASE IS SUBJECT TO ANNUAL RENEWAL AT THE OPTION OF THE CITY AND WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE LEASE WILL TERMINATE, AND THIS 2021 CERTIFICATE AND THE INTEREST HEREON WILL BE PAYABLE FROM SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE FROM LEASING OF THE LEASED PROPERTY OR ANY PORTION THEREOF, SALE OF THE LEASED PROPERTY OR ANY PORTION THEREOF, AND REPOSSESSION, LIQUIDATION OR OTHER DISPOSITION OF THE LEASED PROPERTY (AFTER PAYMENT OF ALL FEES AND EXPENSES DUE TO THE TRUSTEE AND THE CORPORATION). THE CORPORATION HAS NO OBLIGATION TO MAKE, AND SHALL NOT MAKE, ANY PAYMENT OF ANY OF THE 2021 CERTIFICATES OR THE INTEREST THEREON. NO DIRECTOR OR OFFICER OF THE CORPORATION SHALL BE PERSONALLY LIABLE ON THE 2021 CERTIFICATES OR INCUR ANY OTHER LIABILITY BY REASON OF THE CORPORATION'S HAVING ENTERED INTO THE LEASE OR THE INDENTURE. UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT BY THE CITY, THE CORPORATION OR THE TRUSTEE OF THIS 2021 CERTIFICATE OR THE INTEREST HEREON.

Reference is hereby made to the Lease and the Indenture for a description of the rights, duties and obligations of the City, the Corporation, the Trustee and the Certificate Owners, the terms upon which Additional Certificates may be issued, the terms upon which the Certificates and any Additional Certificates are secured, the terms and conditions upon which the Certificates will be deemed to be paid at or prior to maturity or redemption of the Certificates upon the making of provision for the full or partial payment thereof, the rights of the Certificate Owners upon the occurrence of an Event of Default or an Event of Nonappropriation, the ability to amend the Indenture, and to all the provisions to which the Certificate Owner, by the acceptance of this 2021 Certificate, assents.

This 2021 Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes ("C.R.S."). Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of this 2021 Certificate after its delivery for value.

This 2021 Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction.

This 2021 Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, unless it shall have been manually signed on behalf of the Trustee.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Zions Bancorporation, National Association, as  
Trustee

By: \_\_\_\_\_  
Authorized Representative

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

TRANSFER

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

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

\_\_\_\_\_  
Signature Guaranteed by a Member  
of the Medallion Signature Program:

\_\_\_\_\_  
Address of transferee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or other tax  
identification number of transferee:

\_\_\_\_\_

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever, and be guaranteed by a financial institution that is a member of a Medallion Program.

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Certificate have been prepaid in accordance with the terms of the Indenture authorizing the issuance of this Certificate.

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<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

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(End of Form of 2021 Certificates)

AFTER RECORDATION PLEASE RETURN TO:  
Butler Snow LLP  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Attention: Dee P. Wisor, Esq.

Pursuant to Section 39-13-104(1)(i), Colorado Revised Statutes, this Second Amendment to Lease Purchase Agreement is exempt from the documentary fee.

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GRAND JUNCTION PUBLIC FINANCE CORPORATION

AS LESSOR

AND

CITY OF GRAND JUNCTION, COLORADO

AS LESSEE

---

SECOND AMENDMENT TO  
LEASE PURCHASE AGREEMENT

---

DATED AS OF [CLOSING DATE]

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This Second Amendment to Lease Purchase Agreement amends and supplements (a) the Lease Purchase Agreement, dated as of November 15, 2010, between the Corporation and the City, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553352; and (b) the First Amendment to Lease Purchase Agreement, dated as of December 1, 2011, between the Corporation and the City and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593853. The interest of the Corporation in this Second Amendment to Lease Agreement has been assigned to Zions Bancorporation, National Association (formerly Zions First National Bank) Denver, Colorado, as trustee (the "Trustee") under that certain (a) the Mortgage and Indenture of Trust, dated as of November 15, 2010, between the Corporation and the Trustee, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553354; (b) the First Amendment to Mortgage and Indenture of Trust, dated as of December 1, 2011, between the Corporation and the Trustee and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593854; and (c) a Second Amendment to Mortgage and Indenture of Trust, dated as of [closing date] between the Corporation and Trustee.

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**SECOND AMENDMENT TO  
LEASE PURCHASE AGREEMENT**

This SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT, dated as of [closing date] (this “Second Amendment to Lease”), is by and between GRAND JUNCTION PUBLIC FINANCE CORPORATION, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Colorado (the “Corporation”), as lessor, and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Colorado (the “City”), as lessee.

W I T N E S S E T H:

WHEREAS, the Corporation is a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Colorado (the “State”), is duly qualified to do business in the State, and, under its articles of incorporation and bylaws, is authorized to own and manage its properties, to conduct its affairs in the State and to act in the manner contemplated herein; and

WHEREAS, the City is a duly and regularly created, organized and existing municipal corporation, existing as such under and by virtue of the Constitution and laws of the State of Colorado and its City Charter (the “Charter”); and

WHEREAS, the City has the power, pursuant to Section 2(f) of Article I of the Charter and Sections 31-1-102 and 31-15-713(c), of the Colorado Revised Statutes, as amended, to lease any real estate owned by the City, together with any facilities thereon, when deemed by the Council of the City (the “Council”) to be in the best interest of the City; and

WHEREAS, the City and the Corporation have previously entered a Ground and Improvement Lease Agreement, dated as of November 15, 2010, as amended by a First Amendment to Ground and Improvement Lease, dated as of December 1, 2011 (collectively, the “2010 Ground Lease”) pursuant to which the City leased to the Corporation, certain real property owned by the City as more specifically set forth in Exhibit A to the 2010 Ground Lease, as amended (the “Leased Property”), which Leased Property was leased back to the City by the Corporation pursuant to the terms of a Lease Purchase Agreement, dated as of November 15, 2010, as amended by a First Amendment to Lease Purchase Agreement, dated as of December 1, 2011 (the collectively, the “2010 Lease”); and

WHEREAS, the Corporation and Zions Bancorporation, National Association (the “Trustee) have previously entered into a certain Mortgage and Indenture of Trust dated as of November 15, 2010 (the “Original Indenture”), as amended by a First Amendment to Mortgage and Indenture of Trust dated as of December 1, 2011 (the “First Amendment to Indenture” and together with the Original Indenture, the “Indenture”); and

WHEREAS, pursuant to the Original Indenture, there were executed and delivered the “Certificates of Participation, Series 2010” (the “2010 Certificates”); and

WHEREAS, the proceeds from the sale of the 2010 Certificates were disbursed by the Trustee, at the direction of the City as agent for the Corporation, to defray the costs of the Project (as defined in the Original Indenture); and

WHEREAS, the Indenture provides that Additional Certificates (as defined in the Original Indenture) may be executed and delivered to provide funds to pay the costs of refunding the outstanding 2010 Certificates and to finance capital projects as the City deems necessary or desirable; and

WHEREAS, the City has determined that it is in the best interest of the City for the Corporation to refund the outstanding 2010 Certificates (the “2021 Refunding Project”) to achieve interest rate savings and to finance improvements to Lincoln Park, Sam Suplizio Field, and Ralph Stocker Stadium (the “2021 Improvement Project”, and together with the 2021 Refunding Project, the “2021 Project”); and

WHEREAS, in order to effectuate the 2021 Project, the City and the Corporation wish to enter into this Second Amendment to Lease Purchase Agreement, dated as of [closing date], 2021; and

WHEREAS, this Second Amendment to Lease is permitted to be executed by Section 9.04 of the Indenture, and the Trustee has consented to the execution of this Second Amendment to Lease pursuant to the same; and

WHEREAS, the Board of Directors of the Corporation has adopted a resolution authorizing and approving the execution and delivery by the Corporation of this Second Amendment to Lease; and

WHEREAS, the Council has adopted an ordinance authorizing and approving the execution and delivery by the City of this Second Amendment to Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

Section 2. Base Rentals. Exhibit D is hereby amended to read as follows:

EXHIBIT D

BASE RENTALS SCHEDULE (1)

<u>Date</u>	<u>Base Rentals Principal Component</u>	<u>Base Rentals Interest Component</u>	<u>Total Base Rentals</u>
May 15, 2021			
November 15, 2021			
May 15, 2022			
November 15, 2022			
May 15, 2023			
November 15, 2023			

<u>Date</u>	<u>Base Rentals Principal Component</u>	<u>Base Rentals Interest Component</u>	<u>Total Base Rentals</u>
May 15, 2024			
November 15, 2024			
May 15, 2025			
November 15, 2025			
May 15, 2026			
November 15, 2026			
May 15, 2027			
November 15, 2027			
May 15, 2028			
November 15, 2028			
May 15, 2029			
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May 15, 2036			
November 15, 2036			
May 15, 2037			
November 15, 2037			
May 15, 2038			
November 15, 2038			
May 15, 2039			
November 15, 2039			
May 15, 2040			
November 15, 2040			

Section 4. Definitions. In Exhibit A of the Lease, the following definitions are hereby amended to read as follows:

“2021 Improvement Project” means improvements to Lincoln Park, Sam Suplizio Field, and Ralph Stocker Stadium.

“2021 Project” means the 2021 Refunding Project and the 2021 Improvement Project.



“2021 Refunding Project” means the refunding and prior redemption of all of the Outstanding 2010 Certificates.

“Ground Lease” means the Ground and Improvement Lease Agreement, dated as of November 15, 2010, as amended by a First Amendment to Ground and Improvement Lease Purchase Agreement, dated December 1, 2011, between the City, as lessor, and the Corporation, as lessee, and a Second Amendment to Ground and Improvement Lease Agreement, dated as of [closing date], between the City, as lessor, and the Corporation, as lessee, as from time to time amended and supplemented.

“Indenture” means the Mortgage and Indenture of Trust, dated as of November 15, 2010, as amended by a First Amendment to Mortgage and Indenture of Trust, dated December 1, 2011, between the Trustee and the Corporation, and a Second Amendment to Mortgage and Indenture of Trust, dated as of [closing date], between the Corporation and the Trustee, as from time to time amended and supplemented.

“Lease” means this Lease Purchase Agreement, dated as of November 15, 2011, as amended by First Amendment to Lease Purchase Agreement, dated December 1, 2011, between the Corporation, as lessor, and the City, as lessee, and a Second Amendment to Lease Purchase Agreement, dated as of [closing date], between the City and the Corporation, and any amendments or supplements thereto, including the exhibits attached thereto.

“Project” means (i) the construction, acquisition, installation, and equipping of certain improvements to the buildings and facilities located in Lincoln Park in the City, including certain improvements to Sam Suplizio Field and Ralph Stocker Stadium as financed by the proceeds of the 2010 Certificates and (ii) the 2021 Improvement Project.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Corporation have caused this Second Amendment to Lease Purchase Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,  
a Municipal Corporation, as lessor

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

(SEAL)

ATTEST:

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

GRAND JUNCTION PUBLIC FINANCE  
CORPORATION, as lessee

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

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2021, by \_\_\_\_\_ and \_\_\_\_\_, as President of the City Council and Clerk, respectively of the City of Grand Junction, Colorado, a Municipal Corporation.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2021, by \_\_\_\_\_ and \_\_\_\_\_, as President and Secretary of the Board of Directors of the Grand Junction Public Finance Corporation, a Colorado non-profit corporation.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

AFTER RECORDATION PLEASE RETURN TO:  
Butler Snow LLP  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
Attention: Dee P. Wisor, Esq.

Pursuant to Section 39-13-104(1)(i), Colorado Revised Statutes, this Second Amendment to Ground Lease and Improvement Agreement is exempt from the documentary fee.

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CITY OF GRAND JUNCTION, COLORADO

AS LESSOR

AND

GRAND JUNCTION PUBLIC FINANCE CORPORATION

AS LESSEE

---

SECOND AMENDMENT TO  
GROUND AND IMPROVEMENT LEASE AGREEMENT

---

DATED AS OF [CLOSING DATE]

---

This Second Amendment to Ground and Improvement Lease Agreement amends and supplements (a) the Ground and Improvement Lease Agreement, dated as of November 15, 2010, between the Corporation and the City, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553352; and (b) the First Amendment to Ground and Improvement Lease Agreement, dated as of December 1, 2011, between the Corporation and the City and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593852. The interest of the Corporation in this Second Amendment to Ground and Improvement Lease Agreement has been assigned to Zions Bancorporation, National Association (formerly Zions First National Bank) Denver, Colorado, as trustee (the "Trustee"), under that certain (a) the Mortgage and Indenture of Trust, dated as of November 15, 2010, between the Corporation and the Trustee, and recorded on November 16, 2010 in the real estate records of Mesa County, Colorado at Reception No. 2553354; (b) the First Amendment to Mortgage and Indenture of Trust, dated as of December 1, 2011, between the Corporation and the Trustee and recorded in the real estate records of the Mesa County, Colorado at Reception No. 2593854; and (c) a Second Amendment to Mortgage and Indenture of Trust, dated as of [closing date] between the Corporation and Trustee.

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**SECOND AMENDMENT TO  
GROUND AND IMPROVEMENT LEASE AGREEMENT**

This SECOND AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT, dated as of [closing date] (this “Second Amendment to Ground Lease”), is made by and between the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation organized and existing under the Constitution and laws of the State of Colorado (the “City”), as lessor, and GRAND JUNCTION PUBLIC FINANCE CORPORATION, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Colorado (the “Corporation”), as lessee.

W I T N E S S E T H:

WHEREAS, the City is a duly and regularly created, organized and existing municipal corporation, existing as such under and by virtue of the Constitution and laws of the State of Colorado and its City Charter (the “Charter”); and

WHEREAS, the City has the power, pursuant to Section 2(f) of Article I of the Charter and Sections 31-1-102 and 31-15-713(c), of the Colorado Revised Statutes, as amended, to lease any real estate owned by the City, together with any facilities thereon, when deemed by the Council of the City (the “Council”) to be in the best interest of the City; and

WHEREAS, the City and the Corporation have previously entered a Ground and Improvement Lease Agreement, dated as of November 15, 2010, as amended by a First Amendment to Ground and Improvement Lease, dated as of December 1, 2011 (collectively, the “2010 Ground Lease”) pursuant to which the City leased to the Corporation, certain real property owned by the City as more specifically set forth in Exhibit A to the 2010 Ground Lease, as amended (the “Leased Property”), which Leased Property was leased back to the City by the Corporation pursuant to the terms of a Lease Purchase Agreement, dated as of November 15, 2010, as amended by a First Amendment to Lease Purchase Agreement, dated as of December 1, 2011 (the collectively, the “2010 Lease”); and

WHEREAS, the Corporation and Zions Bancorporation, National Association (the “Trustee) have previously entered into a certain Mortgage and Indenture of Trust dated as of November 15, 2010 (the “Original Indenture”), as amended by a First Amendment to Mortgage and Indenture of Trust dated as of December 1, 2011 (the “First Amendment to Indenture” and together with the Original Indenture, the “Indenture”); and

WHEREAS, pursuant to the Original Indenture, there were executed and delivered the “Certificates of Participation, Series 2010” (the “2010 Certificates”); and

WHEREAS, the proceeds from the sale of the 2010 Certificates were disbursed by the Trustee, at the direction of the City as agent for the Corporation, to defray the costs of the Project (as defined in the Original Indenture); and

WHEREAS, the Indenture provides that Additional Certificates (as defined in the Original Indenture) may be executed and delivered to provide funds to pay the costs of refunding

the outstanding 2010 Certificates and to finance capital projects as the City deems necessary or desirable; and

WHEREAS, the City has determined that it is in the best interest of the City for the Corporation to refund the outstanding 2010 Certificates (the “2021 Refunding Project”) to achieve interest rate savings and to finance improvements to Lincoln Park, Sam Suplizio Field, and Ralph Stocker Stadium (the “2021 Improvement Project”, and together with the 2021 Refunding Project, the “2021 Project”); and

WHEREAS, in order to effectuate the 2021 Project, the City and the Corporation wish to enter into this Second Amendment to Ground and Improvement Lease, dated as of [closing date], 2021; and

WHEREAS, this Second Amendment to Ground Lease is permitted to be executed by Section 9.04 of the Indenture, and the Trustee has consented to the execution of this Second Amendment to Ground Lease; and

WHEREAS, the Council has adopted an ordinance authorizing and approving the execution and delivery by the City of this Second Amendment to Ground Lease; and

WHEREAS, the Board of Directors of the Corporation has adopted a resolution authorizing and approving the execution and delivery by the Corporation of this Second Amendment to Ground Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

Section 1. Amendment of Section 5.2. Section 5.2 the 2010 Ground Lease is hereby replaced amended to read:

Section 5.2 Termination of Ground Lease Term. The term of this Ground Lease shall terminate on the earliest to occur of the following:

- (a) The termination of the Lease Term as provided in Sections 4.2(b), 4.2(d) or 4.2(e) of the Lease.
- (b) Discharge of the Indenture as a result of the fact that all Certificates have been paid or have been deemed to have been paid as provided in the Indenture.
- (c) December 31, 2045.

The term of any sublease of the Leased Property or any portion thereof, or any assignment of the Trustee's interest in this Ground Lease, pursuant to the Lease or the Indenture, shall not extend beyond December 31, 2045.

Section 3. Applicability of 2010 Ground Lease. Except as otherwise provided herein, the provisions of the 2010 Ground Lease remain in full force and effect,

IN WITNESS WHEREOF, the City and the Corporation have caused this Second Amendment to Ground Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,  
a Municipal Corporation, as lessor

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

(SEAL)

ATTEST:

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

GRAND JUNCTION PUBLIC FINANCE  
CORPORATION, as lessee

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

ATTEST:

\_\_\_\_\_  
Secretary



STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2021, by \_\_\_\_\_ and \_\_\_\_\_, as President of the City Council and Clerk, respectively of the City of Grand Junction, Colorado, a Municipal Corporation.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2021, by \_\_\_\_\_ and \_\_\_\_\_, as President and Secretary of the Board of Directors of the Grand Junction Public Finance Corporation, a Colorado non-profit corporation.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Grand Junction Colorado, a duly organized and existing home rule municipality of the State of Colorado, (the “City”), in connection with its authorization, execution and delivery of a Lease Purchase Agreement, dated as of November 15, 2010, as amended (the “Lease”), between Grand Junction Public Finance Corporation as lessor, and the City, as lessee, and the execution and delivery of the Certificates of Participation, Series 2021, in the aggregate principal amount of \$[par] (the “Certificates”), evidencing assignments of a proportionate interest in rights to receive certain revenues pursuant to the Lease. The Certificates are being executed and delivered pursuant to a Mortgage and Indenture of Trust, dated as of November 15, 2010, as amended (the “Indenture”), between the Corporation and Zions First National Bank, now Zions Bancorporation, National Association (the “Trustee”). The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Lease or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 and ending on December 31, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Certificates.

“Participating Underwriter” shall mean the original underwriter of the Certificates required to comply with the Rule in connection with an offering of the Certificates.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer’s fiscal year of each year, commencing nine (9) months following the end of the Issuer’s fiscal year ending December 31, 2020, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Certificates.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Certificates. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Certificates.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Certificates, *if material*;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;<sup>1</sup>

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation<sup>2</sup> of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

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<sup>1</sup> For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

<sup>2</sup> For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term “financial obligation” is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term “financial obligation” does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of “financial obligation” are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term “debt obligation” generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation<sup>2</sup> of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Certificates; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Certificates.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Certificates, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

DATE: \_\_\_\_\_, 2021.

**CITY OF GRAND JUNCTION, COLORADO**

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



**EXHIBIT "A"**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Grand Junction, Colorado

Name of Issue: Certificates of Participation, Series 2021, in the aggregate principal amount of \$[par] Evidencing Assignment of a Proportionate Interest in Rights to Receive Certain Revenues Pursuant to the Lease Purchase Agreement, Dated as of November 15, 2010, as amended, between the Grand Junction Public Finance Corporation, Inc., as lessor, and the City of Grand Junction, Colorado, As lessee.

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated - \_\_\_\_\_, 202\_. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

CITY OF GRAND JUNCTION, COLORADO

**EXHIBIT “B”**

OFFICIAL STATEMENT TABLES TO BE UPDATED

See page -iv- of the Official Statement

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_

AN ORDINANCE CONCERNING LINCOLN PARK, SAM SUPLIZIO FIELD, AND RALPH STOCKER STADIUM AND IN CONNECTION THEREWITH AUTHORIZING THE REFINANCING OF CERTAIN OUTSTANDING FINANCIAL OBLIGATIONS AND THE FINANCING OF IMPROVEMENTS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A GROUND LEASE AND AMENDMENT TO A LEASE PURCHASE AGREEMENT AND THE APPROVAL OF CERTAIN OTHER DOCUMENTS AND MATTERS RELATED THERETO.

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

**Section 1. Recitals:**

(A) The City of Grand Junction, Colorado (the “City”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”).

(B) Members of the City Council of the City (the “City Council”) have been duly elected or appointed and qualified.

(C) The City has the power, pursuant to Section 2(f) of Article I of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City.

(D) Pursuant to such authority, and in order to construct certain public improvements (the “2010 Project”) to Lincoln Park, Sam Suplizio Field, and Ralph Stocker Stadium (collectively, the “Property”), the City has entered into a Ground and Improvement Lease Agreement, dated as of November 15, 2010, as amended by a First Amendment to Ground and Improvement Lease, dated as of December 1, 2011 (collectively, the “2010 Ground Lease”) pursuant to which the City leased to Grand Junction Public Finance Corporation, a Colorado non-profit corporation (the “Corporation”), certain real property owned by the City (the “Leased Property”), which Leased Property was leased back to the City by the Corporation pursuant to the terms of a Lease Purchase Agreement dated as of November 15, 2010 as amended by a First Amendment to Lease Purchase Agreement, dated as of December 1, 2011 (collectively, the “2010 Lease”).

(E) In order to finance the 2010 Project, pursuant to a Mortgage and Indenture of Trust, between the Corporation and Zions First National Bank, now Zions Bancorporation, National Association (the “Trustee”), dated as of November 15, 2010 as amended by a First Amendment to Mortgage and Indenture of Trust, dated as of December 1, 2011 (collectively, the “2010 Indenture”) there were issued “Certificates of Participation, Series 2010, Representing Assignments of the Right to Receive Certain Revenues Pursuant to a Lease Purchase Agreement,

dated as of November 15, 2010, between the Grand Junction Public Finance Corporation and the City of Grand Junction, Colorado” in the aggregate original principal amount of \$7,770,000 (the “2010 Certificates”).

(F) Pursuant to Section 2.12 of the 2010 Indenture, under certain conditions Additional Certificates (as defined in the 2010 Indenture) may be executed and delivered under the terms of the 2010 Indenture for the purpose of, among other things, refunding or refinancing all or any portion of the 2010 Certificates or financing capital projects as the City deems necessary or desirable.

(G) Pursuant to Section 9.01 and 9.05 of the 2010 Indenture, the 2010 Indenture, the 2010 Ground Lease and the 2010 Lease may be amended, without the consent or notice to the owners of the 2010 Certificates, to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.12 of the 2010 Indenture.

(H) The Council has determined that it is in the best interest of the City and its inhabitants to amend the 2010 Lease (the “Second Amendment to Lease” and, together with the 2010 Lease, the “Lease”) and the 2010 Ground Lease (the “Second Amendment to Ground Lease” and, together with the 2010 Ground Lease, the “Ground Lease”) so that the Corporation may, pursuant to an amendment to the 2010 Indenture (the “Second Amendment to Indenture” and, together with the 2010 Indenture, the “Indenture”), authorize the execution and delivery of certain Certificates of Participation, Series 2021 (the “2021 Certificates”), the proceeds of which will be used to refund and discharge that portion of the 2010 Certificates as set forth in a sale certificate (the “2021 Refunding Project”) and to finance improvements to the Property (the “2021 Improvement Project”, together with the 2021 Refunding Project, the “2021 Project”).

(I) Pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property.

(J) The City’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect.

(K) Pursuant to the Second Amendment to Indenture, there are expected to be executed and delivered the 2021 Certificates, dated as of their date of delivery, that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

(L) The net proceeds of the 2021 Certificates are expected to be used to provide funds in an amount sufficient to affect the 2021 Project.

(M) There has been presented to the Council and are on file at the City offices the following: (i) the proposed form of the Second Amendment to Ground Lease; (ii) the proposed form of the Second Amendment to Lease; and (iii) the proposed form of the Continuing Disclosure Certificate to be provided by the City (the “Disclosure Certificate”).

(N) No member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this ordinance.

**Section 2. Short Title.**

This ordinance shall be known and may be cited by the short title “2021 COP Ordinance.”

**Section 3. Ratification and Approval of Prior Actions:**

All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Ground Lease, the Lease, the implementation of the 2021 Project, the execution and delivery of the Second Amendment to Ground Lease, the Second Amendment to Lease, and the execution and delivery of the 2021 Certificates is hereby ratified, approved and confirmed.

**Section 4. Finding of Best Interests:**

The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State of Colorado and the Charter, that the 2021 Project under the terms and provisions set forth in the Second Amendment to Ground Lease, the Second Amendment to Lease and the Second Amendment to Indenture is necessary, convenient and in furtherance of the City’s purposes and is in the best interests of the inhabitants of the City and the City Council hereby authorizes and approves the same.

**Section 5. Supplemental Act; Parameters:**

The Council hereby elects to apply all of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the “Supplemental Act”) to the Second Amendment to Ground Lease and the Second Amendment to Lease and in connection therewith delegates to any of the President of the City Council (the “President”), the City Manager of the City (the “City Manager”) or the Finance Director of the City (the “Finance Director”) the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act in relation to the Second Amendment to Ground Lease and the Second Amendment to Lease, and to execute a sale certificate (the “Sale Certificate”) setting forth such determinations, including without limitation, the term of the Ground Lease, the rental amount to be paid by the Corporation pursuant to the Ground Lease, the term of the Lease and the rental amount to be paid by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Ground Lease Term shall not extend beyond December 31, 2045;
- (b) the Lease Term shall not extend beyond December 31, 2045;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$13,500,000;
- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$750,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$18,750,000;
- (f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2021 Certificates shall not exceed 5.00%; and
- (g) the net present value savings to the City as a result of the 2021 Refunding Project shall be at least 3.0% of the refunded principal amount.

The Council hereby agrees and acknowledges that the proceeds of the 2021 Certificates will be used to finance the costs of the 2021 Project and to pay other costs of execution and delivery of the 2021 Certificates.

The City hereby consents to and acknowledges the execution and delivery of the Second Amendment to Indenture by the Corporation and the Trustee and the use of the proceeds of the 2021 Certificates to affect the 2021 Project.

**Section 6. Approval of Documents:**

The Second Amendment to Ground Lease, the Second Amendment to Lease, and the Disclosure Certificate, in substantially the forms presented to the Council and on file with the City, are in all respects approved, authorized and confirmed, and the President of the City Council is hereby authorized and directed for and on behalf of the City to execute and deliver the Second Amendment to Ground Lease, the Second Amendment to Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as presented to the Council, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this ordinance.

**Section 7. Approval of Official Statement:**

The City Finance Director and City Attorney are authorized to prepare or cause to be prepared a Preliminary Official Statement, in substantially the form of the Preliminary Official Statement dated May 3, 2019, prepared in connection with the Refunding Certificates of Participation, Series 2019, with such changes, updates and modifications as are necessary to describe the terms of the 2021 Certificates, the 2021 Project, the documents approved in Section 6 hereof, the City's current financial circumstances, and other material information. A final Official Statement, in substantially the form of the Preliminary Official Statement, with such

changes, updates and modifications as hereafter directed and approved by authorized officers of the City, is in all respects approved and authorized.

**Section 8. Authorization to Execute Collateral Documents:**

The President and City Clerk and other appropriate officials or employees of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this ordinance. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this ordinance and to place the seal of the City on any document authorized and approved by this ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this ordinance and are specifically authorized and directed hereby to invest such funds in Permitted Investments as are defined and provided in the Indenture. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

**Section 9. No General Obligation Debt:**

No provision of this ordinance, the Ground Lease, the Lease, the Indenture, the 2021 Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or home rule charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2021 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2021 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Ground Lease, the Lease or the 2021 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2021 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

**Section 10. Reasonableness of Rentals:**

The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 5 hereof, constitute the fair

rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Corporation's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Corporation's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Corporation pursuant to the Ground Lease is reasonable consideration for the leasing of the Leased Property to the Corporation for the term of the Ground Lease as provided therein.

**Section 11. Exercise of Option; Direction to Trustee:**

In order to affect the 2021 Refunding Project, the City Council does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem certain of the outstanding 2010 Certificates set forth in the Sale Certificate on the earliest applicable redemption date.

**Section 12. No Recourse against Officers and Agents:**

Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2021 Certificates. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2021 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

**Section 13. Repealer:**

All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules of the City Council, if any, which might prevent the final passage and adoption of this ordinance as an emergency measure at this meeting of the City Council be, and the same hereby are, suspended.

**Section 14. Severability:**

If any section, subsection, paragraph, clause or provision of this ordinance or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals by the City during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the City during the Lease Term and provisions for the conveyance of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance or such documents, the intent being that the same are severable.



**Section 15. Charter Controls:**

Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

**Section 16. Effective Date, Recording and Authentication:**

This ordinance shall be in full force and effect 30 days after its final passage and final publication pursuant to Section 136 of Article XVI of the Charter.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF GRAND JUNCTION, COLORADO

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

(SEAL)

ATTEST:

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

PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF GRAND JUNCTION, COLORADO

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

(SEAL)

ATTEST:

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

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

I, Wanda Winkelmann, the duly elected, qualified and acting City Clerk of the City of Grand Junction, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading, and ordered published in pamphlet form by the City Council (the “Council”) of the City at a regular meeting of the Council held at the City Hall on \_\_\_\_\_, 2020, and was duly adopted on second reading and ordered published in pamphlet form by the Council at a regular meeting held on \_\_\_\_\_, 2020, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The passage of the Ordinance on first reading on \_\_\_\_\_, 2020, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
C.E. “Duke” Wortmann, President of the City Council				
Kraig Andrews, Vice President of the City Council				
Phillip Pe’a				
Anna Stout				
Phyllis Norris				
Chuck McDaniel				
Rick Taggart				

3. The passage of the Ordinance on second and final reading on \_\_\_\_\_, 2020, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
C. E. “Duke” Wortmann, President of the City Council				
Kraig Andrews, Vice President of the City Council				
Phillip Pe’a				
Anna Stout				
Phyllis Norris				
Chuck McDaniel				
Rick Taggart				

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

5. The Ordinance has been signed by the President, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

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

7. Notices of the meetings of \_\_\_\_\_, 2020 and \_\_\_\_\_, 2020, in the forms attached hereto as Exhibit A, were duly given to the Council members and were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

8. The ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on \_\_\_\_\_, 2020 and \_\_\_\_\_, 2020, as required by the Charter. The affidavits of publication are attached hereto as Exhibit B. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

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City Clerk

EXHIBIT A

(Attach Notices of Meetings)

EXHIBIT B

(Attach Affidavits of Publication)



## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** November 4, 2020

**Presented By:** Kristen Ashbeck, Principal Planner/CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Principal Planner/CDBG Admin

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### **Information**

#### **SUBJECT:**

CDBG 2020 Program Year Subrecipient Agreements between the Counseling and Education Center, HomewardBound of the Grand Valley, HopeWest, Hilltop Community Resources, Inc., the Community Food Bank and the City of Grand Junction

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

The Subrecipient Contract formalizes the City's award of funds to various agencies allocated from the City's CDBG 2020 Program Year as approved by City Council at its August 19, 2020 meeting. The allocation includes the following grants: 1) \$10,000 to Counseling and Education Center (CEC); 2) two grants to HomewardBound of the Grand Valley in the amounts of \$25,000 and \$20,000; 3) \$10,000 to HopeWest; 4) \$13,000 to Hilltop Community Resources, Inc.; and 5) \$15,000 to the Community Food Bank. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing use of the funds.

#### **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 has received \$469,134 in CDBG 2020 Program Year funds allocated in the Annual Action Plan approved by City Council at its August 19, 2020 meeting.

### Counseling and Education Center (CEC)

This program provides counseling services for low income citizens. Funds are requested to help pay for 165 more counseling sessions for an estimated 11 more clients seeking care.

### HomewardBound of the Grand Valley

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. Two CDBG grants were awarded to 1) improve services with the purchase of 20 metal bunk beds to replace remaining wooden beds and 120 under bed storage units; and 2) to rehabilitate the structure with new access control at entry doors and heaters, lighting and remote gate opening for the exterior Day Program area. .

### HopeWest

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.

### Hilltop Community Resources, Inc.

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.

### Community Food Bank

The Community Food Bank recently purchased a new warehouse for its operations located at 476 28-1/2 Road. CDBG funds will be used to replace the roofing on a portion of the building.

The agencies listed above are considered "subrecipients" to the City. The City will "pass through" a portion of its 2020 Program Year funds to the agencies but the City remains responsible for the use of these funds. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing the use of the funds. The contracts must be approved before the subrecipients may obligate or spend any of the Federal funds. The Subrecipient Agreement with each agency contains the specifics of the projects and how the money will be used by the subrecipients.

### **FISCAL IMPACT:**

Previously approved 2020 CDBG Program Year Budget: \$469,134 including \$75,000 for program administrative costs.

The City will "pass through" a total of \$93,000 of the 2020 CDBG funds to the Subrecipients listed above.

**SUGGESTED MOTION:**

I move to authorize the City Manager to sign the Subrecipient Contracts between the City of Grand Junction and the Counseling and Education Center, HomewardBound of the Grand Valley, HopeWest, Hilltop Community resources, Inc. and the Community Food Bank for funding through the City's 2020 Community Development Block Grant (CDBG) Program Year allocation.

**Attachments**

1. 2020 CDBG Subrecipient Agreements



**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:**  
**Amount of Grant: \$10,000**  
**Subrecipient: Counseling and Education Center**  
**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$10,000 from its 2020 Program Year CDBG Entitlement Funds to provide counseling services to low and moderate income persons in Grand Junction, Colorado ("Property").
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit 570.201(e). It shall meet this objective by providing the above-referenced counseling services in Grand Junction, Colorado.
3. This project consists of providing counseling services to low and moderate income persons that reside within the City limits. It is understood that \$10,000 of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project or above and beyond this amount shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$474,698 as follows:  

CDBG Funds: \$10,000    Other Funds: \$464,698
6. This project will provide approximately 165 more counseling sessions to an estimated 10 clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

**1. Output Measures**

A. Total Number of unduplicated clients anticipated to be served during the contract: 10

B. Number of unduplicated LMI City residents to be served during the contract: 10

C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 10; ii) have improved access to the service or benefit \_\_\_\_ ; and iii) receive the service or benefit that is improved/no longer substandard \_\_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1\_5\_\_Q2\_5\_\_Q3\_\_Q4\_\_

**3) Payment Schedule**

During the contract, funds will be drawn Q1\_50%\_\_Q2\_50%\_\_Q3\_\_Q4\_\_

**4) Outcome Measures**

**Activity** (select one) \_\_ Senior Service \_\_ Youth Service \_\_ Homeless Service  
\_\_ Disabled Service X LMI Service \_\_ Fair Housing Service \_\_\_\_ Housing \_\_\_\_ Other  
(insert specify)

**Primary Objective** (select one) X Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_\_ Availability/Accessibility \_\_\_\_ Affordability  
X Sustainability

**Summarize the Means by which Outcomes will be Tracked, Measured and Reported**

CEC staff and the CEC application process asks questions about "household" income and will ask for information even from "non-traditional" households (e.g., a single parent who has their new partner living in the home but they are not legally married). The sliding fee scale considers family size as compared to the monthly household income. The scale is updated each year referencing the Federal poverty guidelines. We verify the client's zip code to confirm that they live within the city boundaries. We use the fee of \$35.00 per session, or below, as qualifying for the "low-income counseling" program. The amount of income can vary due to the impact of the family size, so monthly income is not used as the defining line until size of family is included. For example, a family of eight that has yearly income of \$54,790 would qualify as "low income," but for a family of only one, the income could be \$26,890.

\_\_\_\_ Subrecipient

\_\_\_\_ City of Grand Junction

**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:**

**Amount of Grant: \$25,000**

**Subrecipient: HomewardBound of the Grand Valley**

**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$25,000 from its 2020 Program Year CDBG Entitlement Funds to improve services to homeless persons in Grand Junction, Colorado ("Property").
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit 570.201(c). It shall meet this objective by providing the above-referenced services for the homeless population in Grand Junction, Colorado.
3. This project consists of the purchase of new, metal bunkbeds and under bed storage containers to improve nightly accommodations for homeless individuals and families. It is understood that \$25,000 of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project or above and beyond this amount shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$41,700.
6. This project will provide improved services for an estimated total of 3,820 unduplicated clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

**Attachment 1 – Performance Measures**

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 3,820
- B. Number of unduplicated LMI City residents to be served during the contract: 3,820
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: \_\_\_ 16; ii) have improved access to the service or benefit\_\_\_ ; and iii) receive the service or benefit that is improved/no longer substandard: 3,820.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1: 955 Q2: 955 Q3: 955 Q4: 955

**3) Payment Schedule**

During the contract, funds will be drawn Q1 50% Q2 50% Q3 \_\_\_ Q4 \_\_\_

**4) Outcome Measures**

**Activity** (select one) \_\_\_ Senior Service \_\_\_ Youth Service X Homeless Service  
\_\_\_ Disabled Service \_\_\_ LMI Service \_\_\_ Fair Housing Service \_\_\_ Housing \_\_\_ Other  
(insert specify)

**Primary Objective** (select one) X Create a suitable living environment \_\_\_ Provide decent, affordable housing \_\_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_ Availability/Accessibility \_\_\_ Affordability  
X Sustainability

**Summarize the Means by which Outcomes will be Tracked, Measured and Reported**

All guests checking in to the shelter for the first time must complete the Homeless Management Information System Intake Packet, which includes a request for income information. HMIS data is updated every six months. The income information recorded is based on self-reporting. If a person is requesting emergency shelter, it is generally accepted that they are homeless and eligible for services.

\_\_\_ Subrecipient  
\_\_\_ City of Grand Junction

**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:**

**Amount of Grant: \$20,000**

**Subrecipient: HomewardBound of the Grand Valley**

**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$20,000 from its 2020 Program Year CDBG Entitlement Funds for improvements to the community homeless shelter building located at 2853 North Avenue, Grand Junction, Colorado ("Property"). Subrecipient provides a variety of services to homeless individuals and families.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(c)). It shall meet this objective by completing the above-referenced facility improvements for homeless persons in Grand Junction, Colorado.
3. 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 at the community homeless shelter located at 2853 North Avenue. The Property is currently owned and operated by Subrecipient which will continue to operate the facility. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$28,100.
6. This project will improve the safety and efficiency and extend the useful life of this facility for the 3,820 unduplicated clients provided services in the building.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction



**Attachment 1 – Performance Measures**

**1. Output Measures**

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 3,820

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 3,820

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit\_\_\_\_; ii) how many will have improved access to the service or benefit: 3,820 And iii) how many will receive the service or benefit that is improved/no longer substandard: \_\_\_\_?

**2. Schedule of Performance**

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 month FY contract Q1:955 Q2: 955 Q3: 955 Q4: 955

**3. Payment Schedule**

During the 12 month FY contract funds will be drawn Q1\_\_\_\_ Q2: 50% Q3: 50% Q4\_\_

**4. Outcome Measures**

*Activity* (select one) \_\_ Senior Service \_\_ Youth Service X Homeless Service  
\_\_ Disabled Service \_\_ LMI Service \_\_ Fair Housing Service

*Primary Objective* (select one) X Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity (ies)

*Primary Outcome Measurement* (select one) \_\_ Availability/Accessibility \_\_ Affordability  
X Sustainability

**Summarize the Means by which Outcomes will be Tracked, Measured and Reported**

All guests checking in to the shelter for the first time must complete the Homeless Management Information System Intake Packet, which includes a request for income information. HMIS data is updated every six months. The income information recorded is based on self-reporting. If a person is requesting emergency shelter, it is generally accepted that they are homeless and eligible for services.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:**  
**Amount of Grant: \$10,000**  
**Subrecipient: HopeWest**  
**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$10,000 from its 2020 Program Year CDBG Entitlement Funds to provide youth grief counseling services to low and moderate income persons in Grand Junction, Colorado (“Property”).
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit 570.201(e). It shall meet this objective by providing the above-referenced youth grief counseling services in Grand Junction, Colorado.
3. This project consists of providing counseling services to low and moderate income persons that reside within the City limits. It is understood that \$10,000 of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project or above and beyond this amount shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$464,767 as follows:

CDBG Funds: \$10,000    Other Funds: \$449,767.95
6. This project will provide approximately youth grief counseling sessions to an estimated 450 clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_ Subrecipient  
\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

**1. Output Measures**

- A. Total Number of unduplicated clients anticipated to be served during the contract: 450
- B. Number of unduplicated LMI City residents to be served during the contract: 450
- C. Of the City residents to be served, how many will: i) have new or continued access to the service/benefit: 450; ii) have improved access to the service or benefit\_\_\_\_ ; and iii) receive the service or benefit that is improved/no longer substandard\_\_\_\_\_.

**2.) Schedule of Performance**

Estimate the number of unduplicated City residents to be served per quarter of the contract:  
Q1\_112\_\_Q2\_112\_\_Q3 113\_\_Q4 113\_\_\_\_\_

**3) Payment Schedule**

During the contract, funds will be drawn Q1\_50%\_ Q2\_50%\_ Q3\_\_Q4\_\_

**4) Outcome Measures**

**Activity** (select one) \_\_ Senior Service \_\_ Youth Service \_\_ Homeless Service  
\_\_ Disabled Service X LMI Service \_\_ Fair Housing Service \_\_\_\_ Housing \_\_\_\_ Other  
(insert specify)

**Primary Objective** (select one) X Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity(ies)

**Primary Outcome Measurement** (select one) \_\_\_\_ Availability/Accessibility \_\_\_\_ Affordability  
X Sustainability

**Summarize the Means by which Outcomes will be Tracked, Measured and Reported**

We interview families (intake form) to verify the income of beneficiaries for HopeWest Kids, including School Groups or Camp. At least 50% of the participants are below the poverty level in terms of family means. Families are in crisis, and we must eliminate any barriers to youth enrolled in HopeWest Kids. For that reason, School groups are without charge. We often waive camp fees for our families. For example, Camp Good Grief, our overnight camp for school-age youth, the actual cost per child is \$275; HopeWest will charge each camper \$50. For families that express financial concerns, we waive the registration fee on their word. Fundraising (Annual Holiday Show, Golf Tournament, Spoons Under the Moon, Individual and Corporate Donations) and grant funding like United Way and CDBG, among others, make up the difference.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:**

**Amount of Grant: \$13,000**

**Subrecipient: Hilltop Community Resources Inc.**

**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$13,000 from its 2020 Program Year CDBG Entitlement Funds to purchase a vehicle for transportation for the domestic violence program.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced services to domestic violence victims of low/moderate income in Grand Junction, Colorado.
3. Transportation is a significant barrier for low-income families. Hilltop Community Resources current vehicle is 17 years old with over 100,000 miles and is becoming unreliable and in need of frequent repairs. CDBG funds will be used to purchase a new 7-passenger vehicle to provide transportation for domestic violence clients to and from various support services. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$25,425 broken down as follows:  

CDBG: \$13,000      Hilltop Community Resources Inc. Other Sources: \$9,150
6. This project will provide transportation needs for 400 clients.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient  
\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12-month FY contract: 300

B. Number of unduplicated LMI City residents to be served with grant funds during the 12-month FY contract: 216

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit:- 200; ii) how many will have improved access to the service or benefit - 150? And iii) how many will receive the service or benefit that is improved/no longer substandard - 200?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12-month FY contract Q1: 54 Q2: 54 Q3: 54 Q4: 54

3) Payment Schedule

During the 12-month FY contract funds will be drawn Q1: 100% Q2: \_\_\_ Q3 \_\_\_ Q4 \_\_\_

4) Outcome Measures

Activity (select one) \_\_\_ Senior Service \_\_\_ Youth Service \_\_\_ Homeless Service \_\_\_ Disabled Service X LMI Service \_\_\_ Fair Housing Service

Primary Objective (select one) X Create a suitable living environment \_\_\_ Provide decent, affordable housing \_\_\_ Create economic opportunity (ies)

Primary Outcome Measurement (select one) \_\_\_ Availability/Accessibility \_\_\_ Affordability \_\_\_ Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

Latimer House’s intake process includes eligibility verification. Most women and children entering the shelter are homeless and with limited resources.

Hilltop's Latimer House and Family Resource Center are located in Census Tract 2.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

**2020 SUBRECIPIENT CONTRACT FOR  
CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
EXHIBIT A  
SCOPE OF SERVICES**

**Date Approved:** \_\_\_\_\_

**Amount of Grant: \$15,000**

**Subrecipient: Community Food Bank**

**Completion Date: August 31, 2021**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$15,000 from its 2020 Program Year CDBG Entitlement Funds to replace the roof on the Community Food Bank Intake and Programs Office portion of the building located at 476 28 ½ Road, Grand Junction, Colorado (“Property”). Subrecipient provides an emergency food supply for individuals and families in crisis.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced facility rehabilitation for low/moderate income households in Grand Junction, Colorado.
3. The project consists of replacement of the roof on the existing main intake and programs office building located at 476 28 ½ Road. CDBG funds will be used towards this project. The Property is currently owned and operated by Subrecipient which will continue to operate the facility. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$165,000.  
  
CDBG Funds: \$15,000    Other Funds: \$150,000
6. This project will improve the safety and extend the useful life of this facility for the 35,000 clients provided services in the building.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction



8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 35,000

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 24,500

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit \_\_\_\_; ii) how many will have improved access to the service or benefit \_\_\_\_? And iii) how many will receive the service or benefit that is improved/no longer substandard: 24,500?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 month FY contract Q1:6125 Q2: 6125 Q3: 6125: Q4: 1596125

3) Payment Schedule

During the 12 month FY contract funds will be drawn Q1: 100% Q2: \_\_\_\_ Q3 \_\_\_\_ Q4 \_

4) Outcome Measures

*Activity* (select one) \_\_ Senior Service \_\_ Youth Service \_\_ Homeless Service  
\_\_ Disabled Service X LMI Service \_\_ Fair Housing Service

*Primary Objective* (select one) X Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity (ies)

*Primary Outcome Measurement* (select one) X Availability/Accessibility \_\_ Affordability  
\_\_ Sustainability

*Summarize the means by which outcomes will be tracked, measured and reported*

While we do not verify individual income levels, we offer a self-reporting survey and also interview our clients to determine their current situation and need. For our food box delivery program, we work directly with partner agencies such as Mesa County Public Health, Mesa County Meals on Wheels, The Joseph Center, Riverside Education Center, the VA Hospital, and Grand Valley Peace and Justice Center who have a referral process to ensure we are reaching the most vulnerable residents in our community.

\_\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction



## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** November 4, 2020  
**Presented By:** Trent Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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### **Information**

#### **SUBJECT:**

A Resolution Adopting the 29 Road at I-70 Interchange Planning and Environmental Linkages Study

#### **RECOMMENDATION:**

Staff recommends the resolution adopting the 29 Road at I-70 Interchange Planning and Environmental Study.

#### **EXECUTIVE SUMMARY:**

As part of the Planning and Environmental Linkages study for a proposed interchange at 29 Road and I-70, the Board of Mesa County Commissioners and the Grand Junction City Council are to consider a resolution of support for the results of the study.

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

Mesa County and the City of Grand Junction are nearing completion of a Planning and Environmental Linkages (PEL) Study to define the need and an overall vision for a new interchange on I-70 on the north side of Grand Junction, between the existing Horizon Drive and I-70B interchanges.

The PEL process is a study approach used to coordinate transportation planning efforts and to identify potential transportation benefits and impacts and environmental concerns, which can be applied to make planning decisions and for planning analysis. It is generally conducted before overall project construction funding and phasing is identified. The PEL study process can be helpful in discovering project needs and

garnering project support for an overall vision when a project involves multiple jurisdictions, and can be used as a project prioritization tool.

PEL studies link planning efforts to future environmental processes and result in valuable information that may ultimately be used to prepare a National Environmental Policy Act (NEPA) study and for further design development. The adoption and use of a PEL study in the NEPA process is subject to determination by the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA).

The project's Technical Team, including CDOT, FHWA and other agencies, provided guidance and input into development of the evaluation criteria and alternatives. The project Purpose and Need, alternatives evaluation, summaries of agency and public coordination, study recommendations, environmental summary, and action plan have been documented in the PEL Study Report.

This comprehensive study began in August of 2018 and is scheduled for completion in November 2020. Using input gathered from public meeting #1 held February 28, 2019, technical team meetings with agency stakeholders, and public meeting #2 held August 6th through 27th, improvement concepts were developed and evaluated.

Two alternatives are being carried forward into the next round of environmental documentation: 1) 29 Road at I-70, and 2) 30 Road area at I-70. 29 Road at I-70 will be identified as the preferred alternative.

Next Steps After the PEL: Following completion of the PEL, next steps will include CDOT's Interchange Approval Process (also called Policy Directive 1601) as well as FHWA's Interstate Access Request. The attached graphic depicts where we are at in the overall process of the development of an interchange on I-70.

Mesa County and the City of Grand Junction have \$1.6 million (\$800k each) set aside in their respective capital programs in 2020 and 2021 to complete both CDOT's and FHWA's approval processes. One of the keys to the next step and garnering Colorado State Transportation Commission approval of the interchange will be to identify funding for the interchange.

### **FISCAL IMPACT:**

The next phase of the interchange approval process is proposed for 2021-2022 and is estimated at \$1.6 million split evenly between Mesa County and City of Grand Junction. The City has budgeted \$400,000 in both 2021 and 2022.

### **SUGGESTED MOTION:**

I move to adopt Resolution No. 64-20, a resolution supporting the findings of the Planning and Environmental Linkages study regarding an interchange at 29 Road at I-70.

**Attachments**

1. 29 Rd at I-70 Interchange PEL Report
2. Interchange authorization process graphic
3. RES-29 Rd at I-70 PEL Support Resolution 102620

## **29 ROAD INTERCHANGE AT I-70 PEL STUDY**

### **Planning & Environmental Linkages (PEL) Study Report**

*Submitted to:*



**Mesa County Public Works**  
P.O. Box 20,000  
Grand Junction, CO 81502



**City of Grand Junction Engineering**  
250 North 5th Street  
Grand Junction, CO 81501

*Submitted by*



**David Evans and Associates, Inc.**  
1600 Broadway, Suite 800  
Denver, CO 80202

September 2020



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**APPENDICES**

- A. Level 1 Screening Matrix
- B. Resource Agency Coordination Summary
- C. Public Comments
- D. North Airport Local Roadway Connection Concept
- E. Environmental Resource Maps

## LIST OF ACRONYMS

AASHTO	American Academy of State Highway Transportation Officials
BLM	Bureau of Land Management
CDOT	Colorado Department of Transportation
CFR	Code of Federal Regulations
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Administration
FHWA	Federal Highway Administration
GVMPO	Grand Valley Metropolitan Planning Organization
I-70B	I-70 Business Loop
MP	mile post
MCRTM	Mesa County Regional Travel Model
NAC	noise abatement criteria
NEPA	National Environmental Policy Act
PEL	Planning and Environmental Linkages
SPFs	safety performance functions
UPRR	Union Pacific Railroad
US	United States Highway
U.S.	United States
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service

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## INTRODUCTION

Mesa County and the City of Grand Junction, in coordination with the Grand Valley Metropolitan Planning Organization (GVMPO) and Colorado Department of Transportation (CDOT), initiated this Planning and Environmental Linkages (PEL) study to investigate the need and vision for improved access to I-70 between Horizon Drive and the I-70 Business Loop (I-70B) in Grand Junction. An interchange at 29 Road has long been identified in many local and regional plans as a way to enhance local and regional connectivity, as part of a larger plan to provide connections in and around Grand Junction. Mesa County and the City of Grand Junction partnered on transportation improvements to support this connectivity for decades, including completion of Riverside Parkway and the project to carry 29 Road over I-70B and the Union Pacific Railroad (UPRR). The city and county continued their partnership through this study to determine the best way to provide enhanced access to I-70 northeast of downtown Grand Junction.

The study was conducted following Federal Highway Administration (FHWA) PEL guidance regarding the integration of transportation planning and the National Environmental Policy Act (NEPA) process, which encourages the use of planning studies to provide information for incorporation into future NEPA documents (23 Code of Federal Regulations [CFR] 450). The goal of these early integrated planning efforts is to streamline subsequent alternatives analysis during the NEPA processes. This PEL study is intended to provide the framework for the long-term implementation of transportation improvements as funding is available. The following NEPA process principles were followed for this PEL study:

- Preparation of a project Purpose and Need
- Screening of alternatives utilizing a NEPA-appropriate process to identify feasible and significantly different alternatives
- Coordination with federal, state, and local agencies, including concurrence at key decision points to align with those of the NEPA process:
  - Purpose and Need
  - Screening evaluation criteria
  - Development of a range of alternatives
  - Identification of alternatives to move forward, as project funding is available

A project Purpose and Need was developed in accordance with Council of Environmental Quality NEPA regulations (40 CFR 1506.13). A public process utilizing technical data was applied to

identify a reasonable range of alternatives, as described by the Council on Environmental Quality guidance (40 CFR 1502.14). Reasonable alternatives include those that are practical or reasonable from the technical and economic standpoint and using common sense. Initial improvement concepts were screened to eliminate those that did not meet the project Purpose and Need. Based on the alternatives evaluation, two new interchange alternatives were identified to carry forward into future NEPA processes and project development.

This PEL Study Report summarizes the findings and recommendations for the project. The *Area Conditions Report* (June 2019), available on the project web page ([www.mesacounty.us/residents/transportation/29-road](http://www.mesacounty.us/residents/transportation/29-road)), was completed during this study and provides additional information and details regarding the existing conditions.

## Study Area

The traffic study area and the environmental resource review study area are illustrated in **Figure 1**. The traffic study roadways lie within the City of Grand Junction and unincorporated Mesa County. Traffic volumes were studied along I-70, 29 Road, Patterson Road, and at the adjacent Horizon Drive and I-70B interchanges. Environmental conditions were studied for the area surrounding a potential 29 Road interchange location, between CDOT mile post (MP) 32.7 and MP 33.5. This area was chosen based on CDOT's standard one-mile minimum interchange spacing for urban areas (*2018 CDOT Roadway Design Guide* Section 10.5.3, page 10-12) and area physical constraints, like the Highline Canal.

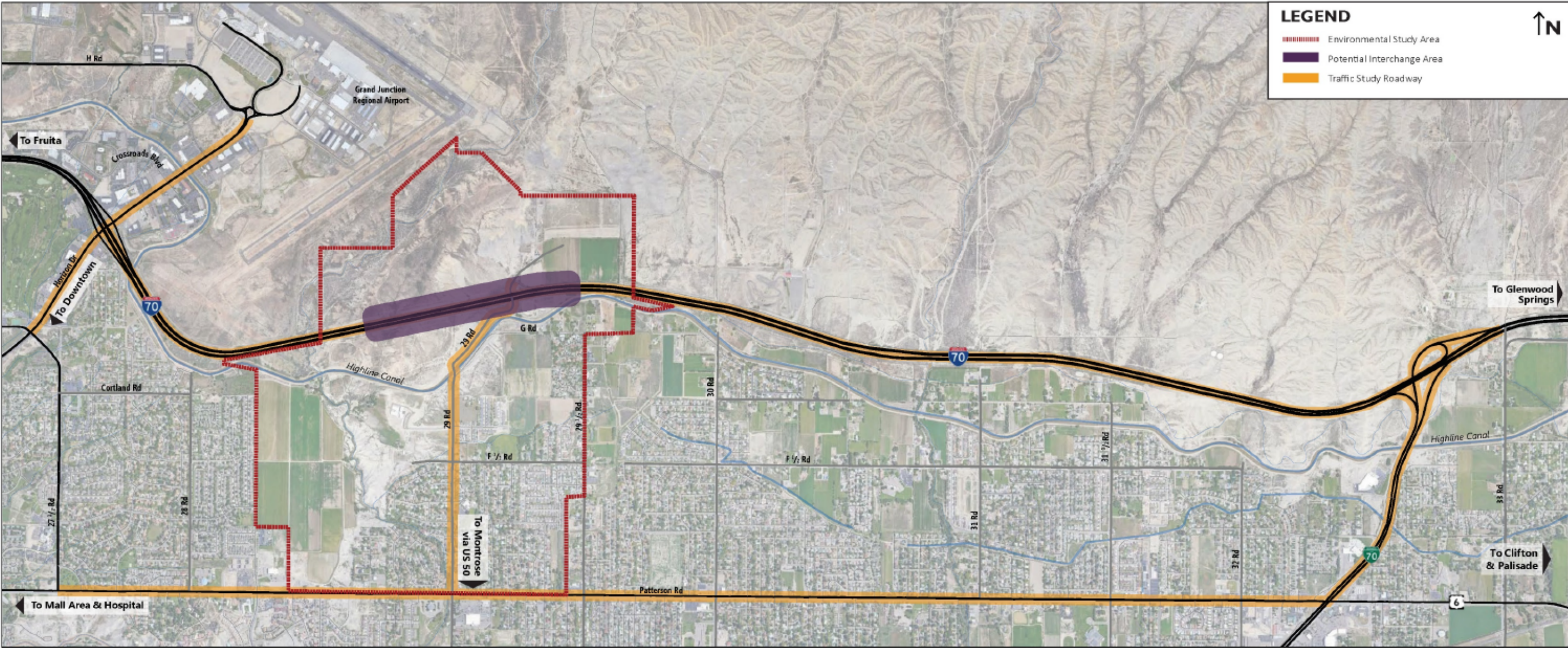
## Regional Planning Context

Many plans have considered improved access to I-70 between Horizon Drive and I-70B. The planning studies and plans reviewed for this PEL study are listed below. Summaries of these plans can be found in the *Area Conditions Report* (June 2019).

- *Grand Junction Circulation Plan* (2018), Grand Junction
- *Grand Valley Regional Transportation Plan Update 2040* (2014), Mesa County
- *Grand Junction Regional Airport Master Plan* (2009), Grand Junction Regional Airport
- *Wildlife Hazard Management Plan* (2008), Grand Junction Regional Airport

The *Grand Junction Circulation Plan* and the *Grand Junction Regional Airport Master Plan* both identify a new interchange at 29 Road and I-70.

Figure I. Study Area



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## Land Use

### Existing Land Use

South of I-70 between Horizon Drive and I-70B, land uses consist primarily of established single-family residential neighborhoods with churches and schools. Matchett Park, located west of 29 Road, has remained undeveloped since it was acquired in 1996, but it is planned as a regional recreational amenity. North of F 1/2 Road, properties remain largely undeveloped except for Independence Academy Charter School (Independence Academy) and single family homes. The North I-70 Frontage Road ties into 29 Road just north of the 29 Road bridge over I-70, providing access from areas south of I-70 to the Grand Junction Motor Speedway and other recreation. Two single family residences and an electrical substation are located on 29 Road north of the Highline Canal.

### Future Land Use

Future planned land uses are depicted in Figure 2. The land use represented on this map reflects the City of Grand Junction and Mesa County's land use vision for the study area, as shown in the *Grand Junction Comprehensive Plan*. Residential development will remain between I-70 and Patterson Road with large areas of commercial and industrial development in the undeveloped properties north of the Highline Canal and I-70. Details on the planned development expected in the undeveloped areas north of I-70 and between the airport and the I-70B interchange are described in the Purpose and Need chapter of this report.

The Mesa County Regional Transportation Planning Office estimates future transportation demand through the use of a travel demand model, formally known as the Mesa County Regional Travel Model (MCRTM). Socioeconomic data from the GVMPO 2010 and 2040 MCRTMs used for this study were compiled for the traffic analysis zones partially or fully located within the environmental study area boundaries shown in Figure 2. The household and employment totals for the year 2010 and forecasted year 2040 are shown in Table 1. As shown, employment in the area was forecasted to increase by almost 580 jobs by year 2040, an increase of 421% over existing year 2010 totals. Population in the area was forecasted to increase by over 600 households, an increase of 79% over existing year 2010 totals.

**Table 1. Travel Demand Forecasting Land Use Growth**

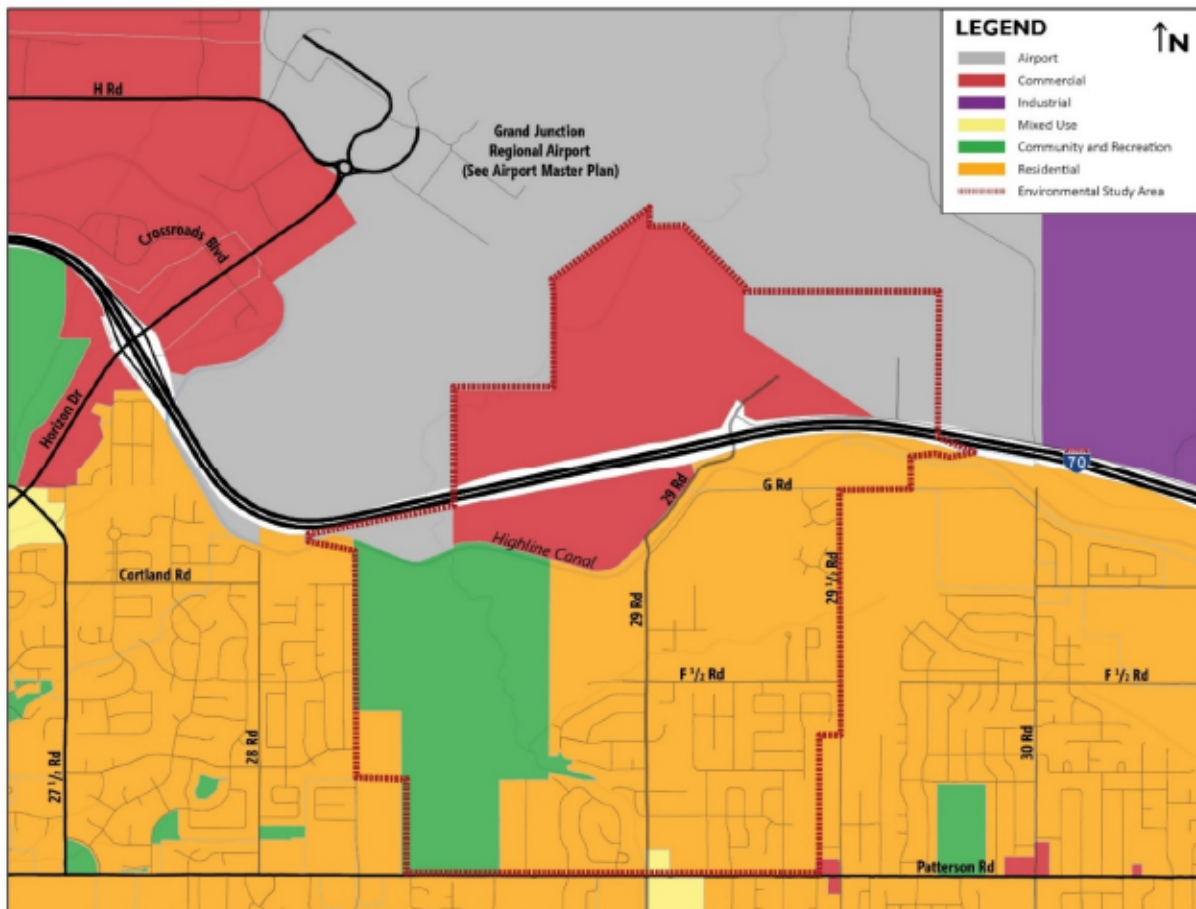
YEAR	EMPLOYMENT	HOUSEHOLDS
2010	137	798
2040	714	1,432
Absolute Growth	+ 577	+ 634
Percent Growth	421%	79%

Source: GVMPO 2010 and 2040 regional travel demand models



This land use growth information is from the 2040 MCRTM available at the beginning of this study. The MCRTM is fully updated approximately every five years to coincide with each regional transportation plan update and GVMPO recently updated the MCRTM to extend projections to 2045 and update land use projections.

**Figure 2. Future Land Use**



Source: City of Grand Junction GIS Mapping

The MCRTM takes into account future population, employment and economic forecasts as well as other variables, including land use, estimates of future activity from local governments, and travel demands from outside of Mesa County. The Office of the State Demographer provides forecasts for population, statewide and by county. The forecast for Mesa County in 2045 is 225,529 persons. This compares closely with the forecast from the last planning cycle of 225,223 in 2040. Consequently, the MCRTM shows similar travel forecast results for 2045 as it did for 2040 with the model used for this PEL study.

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## PURPOSE AND NEED

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This Purpose and Need statement was developed in coordination with agency stakeholders with review by the general public. The specific needs, summarized below, are based on the analysis and findings documented in this report and in separate documents prepared as part of this project, including the *Area Conditions Report*. Thorough documentation of the process and recommendations is a critical element of the PEL process so the decisions can be used in future NEPA processes.

The existing Horizon Drive interchange provides the main access to the Grand Junction Regional Airport north of I-70. The existing I-70B interchange has directional ramps only to/from the south, providing direct movements into and out of the Clifton area and southeastern areas of Grand Junction. The 29 Road corridor serves as an arterial north-south travel corridor connecting people in north and south Grand Junction to United States Highway (US) 50, I-70B, North Avenue, and Patterson Road. There is an existing bridge carrying 29 Road over I-70, but no access to/from I-70. South of I-70 between the Horizon Drive and I-70B interchanges, land uses consist primarily of single-family residential neighborhoods with community resources. A future business park and commercial and industrial development is planned and zoned for the large undeveloped properties east of the Grand Junction Regional Airport, directly adjacent to and north of I-70.

### Purpose

The purpose of the project is to enhance the region's transportation network to improve local and regional connectivity and to provide enhanced access to/from I-70 to planned land use.

### Need

Improved access to I-70 is needed to:

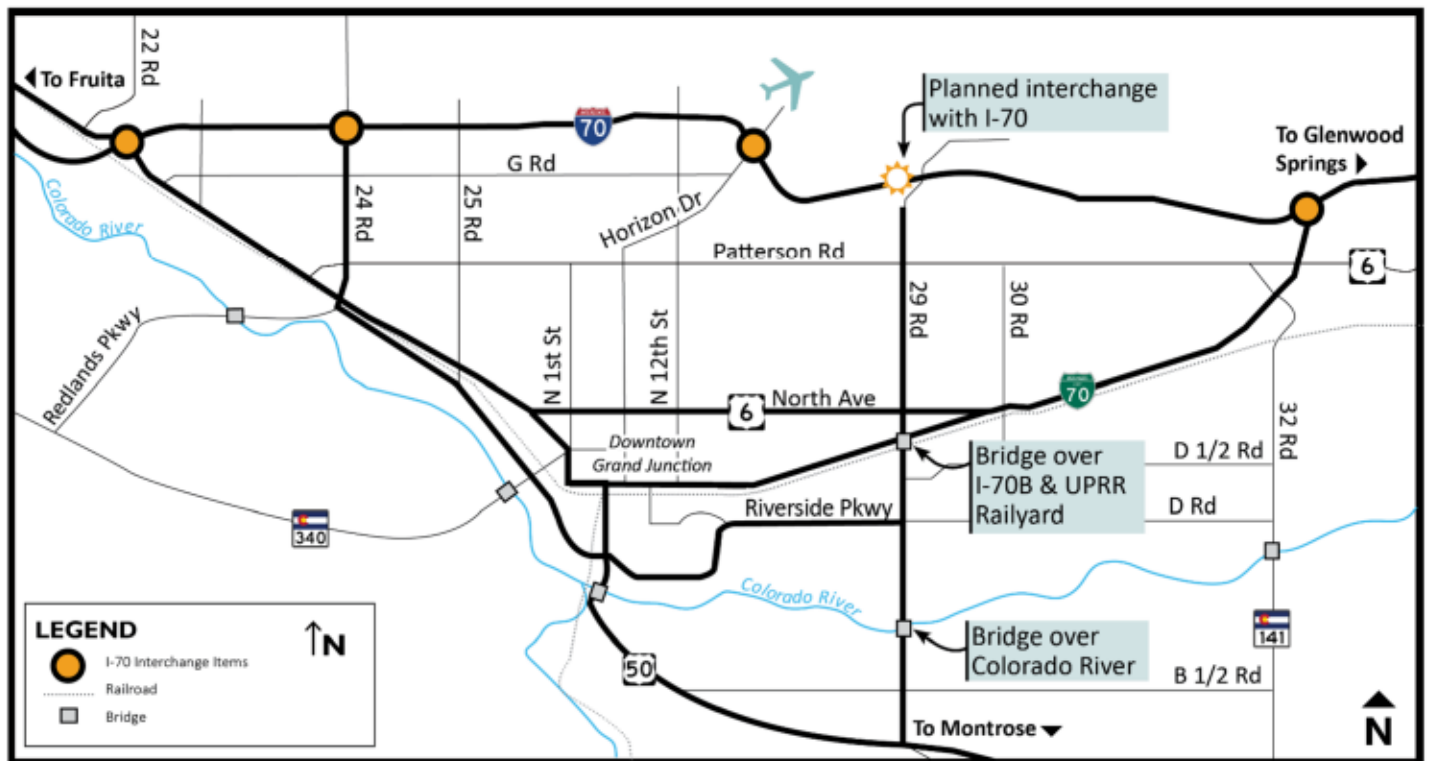
- Address limited transportation network connectivity with no east-central north-south arterial corridor with access to/from I-70; and
- Provide transportation infrastructure needed to support planned land use adjacent to and north of I-70.

**System Linkage**

The City of Grand Junction arterial roadway network (shown in Figure 3) includes several major east-west roadway corridors providing continuous connections between the eastern and western edges of the city (at the I-70 and US 50 interchange and the I-70 and I-70B interchange): I-70, Patterson Road, US 6 (North Avenue), Riverside Parkway/D Road, I-70B, and US 50. There are three bridges across the Colorado River that lead directly north through Grand Junction from US 50, the state highway providing access to/from southern Colorado and further southwest with connections to Utah, Arizona, and New Mexico. The 5th Street bridge leads to the I-70 and US 50 interchange on the west side of the city. The 32 Road bridge leads to the I-70 and I-70B interchange on the east side of the city. The 29 Road bridge provides access through the central area of Grand Junction with a bridge over the UPRR railyard, a grade-separated interchange at I-70B, and connections to the east-west corridors listed above, but does not directly access I-70.

The I-70 and Horizon Drive interchange provides the main access to the Grand Junction Regional Airport and the business areas south of the airport, but Horizon Drive is not a direct north/south route through the city and does not provide a continuous route to/from US 50.

**Figure 3. Grand Junction Arterial Roadway Network**



The lack of redundant and continuous north-south arterial corridors with connections to key east-west corridors (I-70, Patterson Road, US 6 (North Avenue), Riverside Parkway/D Road, I-70B, and US 50) limits travel choices for residents, visitors, and businesses in central, southeast, and downtown Grand Junction. Additional infrastructure redundancy in the arterial transportation network, specifically related to north-south continuity through the city and I-70 freeway access, will also improve the ability for travelers to move through and around the city with acceptable traffic operations after a disruptive event or changing conditions (e.g., construction impacts, emergency or planned closures).

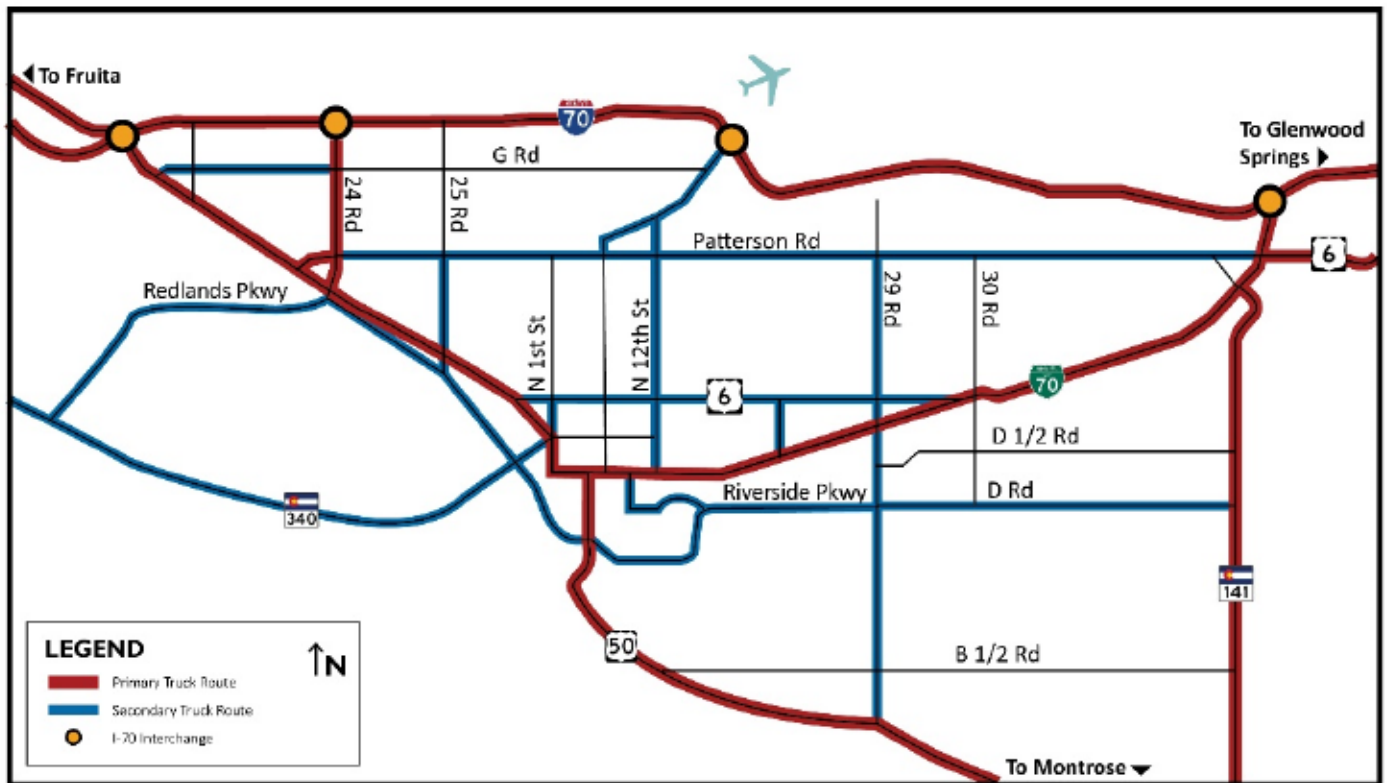
The absence of a north-south arterial corridor with an I-70 interchange in the central Grand Junction area east of downtown creates out-of-direction travel paths for access to/from I-70. Residents in established and growing neighborhoods south of I-70 currently must travel east or west on local streets and/or through multiple intersections along east-west corridors to access I-70. Intersections along 29 Road south of I-70 currently operate at level of service D (LOS D) during the morning peak hour with localized congestion observed at the access to the Independence Academy during school ingress and egress periods. With residential commuter and school traffic in the morning peak hour, queues on southbound 29 Road at Patterson Road typically extend past adjacent neighborhood accesses. By 2040, traffic operations at the 29 Road intersections are expected to degrade to LOS F during the morning peak hour and LOS E during the evening peak hour.

The existing I-70 and Horizon Drive interchange operates well with LOS A at the ramp terminal roundabouts during peak hours. There are no identified safety issues at the I-70 and Horizon Drive interchange, but Horizon Drive south of I-70 has a high number of sideswipe and angle crashes due to the traffic volumes and density of driveways with a two-way-left-turn center lane. As future traffic increases, safety issues related to congestion will worsen.

With a street connection only to the south, the I-70B interchange operates well with fully directional movements on and off the freeway without traffic moving through an intersection. The existing I-70B interchange configuration would not provide I-70 access for the planned development areas north of I-70.

Designated truck routes through the city are illustrated in **Figure 4**. US 50, I-70B, and 24 Road are designated primary truck routes with I-70 interchanges. Horizon Drive is a designated secondary truck route south of I-70. 29 Road is designated a secondary truck route between US 50 and Patterson Road.

Figure 4. Grand Junction Designated Truck Routes



The lack of a continuous north-south corridor with I-70 access as a designated truck route in the central area of Grand Junction east of downtown reduces efficiencies for freight travel to/from the Downtown Industrial Corridor, located along Riverside Parkway west of 29 Road. This need for improved truck movement efficiencies for north-south travel will be increased with the planned economic development expected north of I-70 and east of the Grand Junction Regional Airport, as described below.

#### Enhanced Access for Adjacent Land Uses

There is a need for adequate transportation infrastructure to support existing and planned population and employment growth shown in current local and regional land use and transportation plans, which were adopted through comprehensive planning processes with public and stakeholder involvement. Enhanced access to the area adjacent to and north of I-70 has been included in transportation and land use plans for decades.

The large properties north of I-70 are planned and zoned for business park and commercial and industrial land uses and improved direct access to I-70 is needed to address the viability of development and respond to the increased regional travel demand within the area.

Improved I-70 access for the area north of the freeway would open up almost 1,400 acres of developable parcels north of I-70, south of the urban development boundary, and between the airport and I-70B, including multiple large parcels zoned for Business Park Mixed Use, Industrial, Commercial/Industrial, and Future Industrial Reserve. A parcel north of I-70 at 29 Road is zoned Planned Development and is about 230 acres owned by one property owner, which can be master-planned for a major business and commercial development. The proposed Horizon View Business Park would be the largest planned business park in the city and would be capable of marketing larger sites for economic development recruitment purposes. With an interstate-accessible location, the property is also suitable for larger retail developments, such as an outlet mall, entertainment center, or membership warehouse store serving regional trade. If the land north of I-70 is developed consistent with current plans, travel demand and congestion will grow substantially along 29 Road, as it is the only bridge across I-70 in this area. As a business and commercial development and/or business park, users will travel east or west on local streets and/or east-west corridors to access I-70, contributing to future congestion throughout the area between Horizon Drive and I-70B south of I-70.

The City of Grand Junction, Grand Junction Economic Partnership, and other economic development partners have had success with recruiting new business to Grand Junction from the Colorado Front Range, including Rocky Mount Roof Racks and Bonsai Zip Lines. In addition, the Bureau of Land Management (BLM) is in the process of relocating their headquarters from Washington DC to Grand Junction. The area north of I-70 and near the airport would provide a differentiated site for economic development recruitment.

Improved access to I-70 between Horizon Drive and I-70B will also benefit existing and planned community resources and recreation facilities. Independence Academy was recently constructed along 29 Road south of I-70. A charter school for pre-Kindergarten through 8th grade within Mesa County Valley School District 51, the school attracts students throughout Grand Junction. Improved access to I-70 and the city's transportation network will enhance access for the school's existing community, as well as planned future expansion.

Matchett Park, located west of 29 Road and south of I-70, has remained undeveloped since it was acquired in 1996, but it is planned as a regional recreational amenity. There is currently limited regional access to the future park facilities. There is also currently no multimodal access to BLM recreational opportunities north of I-70 and east of the airport.

## Project Goals

Additional goals of enhanced access to/from I-70 between Horizon Drive and I-70B are to:

- Be consistent with local and regional plans
- Improve network capacity
- Improve safety for all modes
- Balance local access and regional mobility
- Enhance local multimodal travel options along planned Active Transportation Corridors
- Avoid, minimize, or mitigate environmental impacts
- Complement local community surroundings and context

## ALTERNATIVES EVALUATION

The intent of the alternatives development and evaluation process is to identify and screen a broad range of reasonable alternatives for the study area that recognizes the project Purpose and Need and diverse elements of the transportation system and surrounding environment. The process includes developing screening criteria based on the project Purpose and Need and goals, developing a range of reasonable alternatives, and narrowing options, if possible, through a documented and multi-tiered screening process. The PEL study screening process documents the recommendations for alternatives to be considered during future project development and NEPA process(es).

The intent of this PEL study was to identify and evaluate alternatives that meet the project Purpose and Need. The study concluded at the end of Level 1 screening with multiple reasonable alternatives meeting the Purpose and Need recommended for consideration with future NEPA process(es).

### No Action Alternative

The No Action alternative is included for comparison to the action alternatives under NEPA (40 CFR §1502.14). Under the No Action alternative, only programmed projects that are planned and funded by CDOT, Mesa County, City of Grand Junction, or other entities would be completed. Safety and maintenance activities that are required to sustain the base transportation system would be provided. New connections and capacity improvements in the “Existing + Committed” projects in the Grand Valley 2040 Regional Transportation Plan, excluding the widening of 29 Road from Patterson Road with a new interchange at I-70, are listed in Table 2. These projects are in the 2040 MCRTM utilized this study. GVMPO recently updated the MCRTM to extend projections to 2045 and the No Action alternative will be updated to the latest MCRTM with the travel demand forecasting in future project phases.

**Table 2. Existing and Committed Projects Included in No Action Alternative**

CORRIDOR SEGMENT	LANES	FORECAST YEAR
I-70B – Rimrock Avenue to 1st and Grand	Four lanes with median	2020
24 Road – Patterson Road to I-70	Five lanes	2020
22 Road – New facility across UPRR and US 6 to River Road	Three lanes	2030
F 1/2 Road Parkway – I-70B east to 25 Road/Patterson Road	Four lanes with median	2040
23 ½ Road – F 1/2 to G Road	Three lanes	Post 2040

Source: GVMPO



## Level I (Purpose and Need) Screening

The purpose of the Level 1 screening is to eliminate fatally flawed alternatives or alternatives that do not meet the project Purpose and Need. Level 1 screening is supported by the baseline data compiled and collected for the study. During the Level 1 screening, alternatives are evaluated qualitatively using available data and professional judgment of the project team engineering and planning staff.

Level 1 screening criteria were developed to screen concepts using the primary elements of the project Purpose and Need: system linkage and enhanced access for adjacent land uses. Concepts were evaluated with a “Yes” or “No” answer to the following questions to demonstrate each alternative’s ability to meet the individual project needs.

- System Linkage
  - Does the alternative improve local connectivity with a central north-south arterial corridor with I-70 access?
  - Will the alternative improve regional connectivity with additional capacity and reduced delays along north-south arterials with I-70 access within the study area?
  - Will the alternative improve the ability for travelers to move through and around the region with acceptable traffic operations?
  - Does the alternative improve truck movement efficiencies within the city?
- Enhanced Access for Adjacent Land Uses
  - Is the alternative consistent with (not in conflict with) adopted local and regional plans?
  - Does the alternative provide transportation infrastructure needed to support planned land use adjacent to and north of I-70?

An alternative that has a “No” answer to any of the questions is considered to not fully meet the project Purpose and Need. If a concept should be evaluated quantitatively and with more criteria in order to make an informed decision, it was carried forward for further evaluation in future NEPA process(es).

## Alternatives Development

A variety of alternatives were identified for consideration, focusing on the project Purpose and Need to improve north-south network connectivity and provide transportation infrastructure needed to support planned land use. The range of alternatives developed for

the project included arterial corridor improvements with new interchange access to I-70, as well as improvements to the existing I-70 interchanges between Horizon Drive and I-70B. Given the area constraints and the needs described in the Purpose and Need, the following conceptual action alternatives, in addition to the No Action alternative, were considered in the Level 1 screening. Illustrations of the action alternative concepts are included in Figure 5.

***Alternative 1 – I-70/Horizon Drive Interchange Improvements and New North Connection***

- Capacity improvements at the I-70/Horizon Drive ramp terminal roundabouts
- Capacity and operational improvements along Horizon Drive north of I-70
- New major collector roadway from the Horizon Drive/Crossroads Boulevard intersection, across the Highline Canal, and around the airport property within CDOT right-of-way adjacent to I-70, terminating at the 29 Road/North I-70 Frontage Road intersection
- New multimodal facilities along new major collector with connections to Active Transportation Corridor at Horizon Drive

***Alternative 2 – New I-70/29 Road Interchange with North Connection***

- New grade-separated interchange on I-70 at 29 Road with an arterial connection to the North I-70 Frontage Road
- Capacity and operational improvements along 29 Road from I-70 to Patterson Road
- New multimodal facilities along 29 Road

***Alternative 3 – New Midpoint Interchange with North Connection***

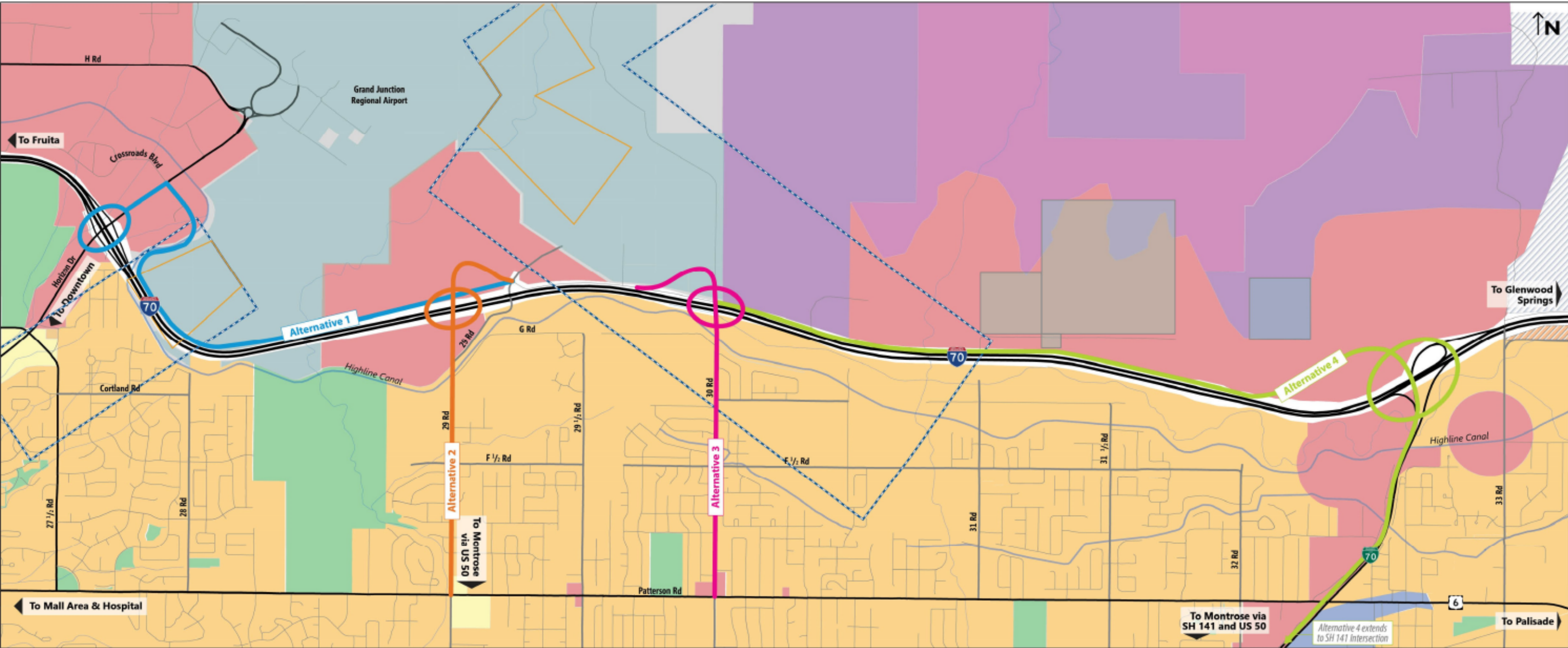
- New grade-separated interchange on I-70 approximately halfway between the existing Horizon Drive and I-70B interchanges (located at 30 Road) with an arterial connection to the North I-70 Frontage Road
- Capacity and operational improvements along 30 Road from I-70 to Patterson Road
- New multimodal facilities along 30 Road

***Alternative 4 – I-70/I-70B (Clifton) Interchange Reconfiguration and New North Connection***

- Reconfiguration of the I-70/I-70B interchange to provide arterial access north of I-70
- Capacity and operational improvements along I-70B from I-70 to SH 141
- New principal arterial roadway extending north from the I-70 interchange and west to the existing paved North Frontage Road
- New multimodal facilities along the new principal arterial with connections to Active Transportation Corridors crossing I-70B south of I-70

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Figure 5. Action Alternatives



Source: City of Grand Junction GIS Mapping

**LEGEND**

<b>Future Land Use</b>		<b>Airport Areas</b>
Airport	Village Center	Airport-Owned Property
Commercial	Large Lot (+35 acres)	Runway Clear Zone
Industrial	Mt. Garfield View Protection Area (GVPA)	Runway Critical Zone
Mixed Use	Cooperative Planning Area (CPA)	
Community and Recreation		
Residential		

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## Level I Screening Results

The No Action and four action alternatives were evaluated against the Purpose and Need screening criteria. The Level 1 screening results are summarized in Table 3. The complete Level 1 screening matrix can be found in Appendix A.

After the Level 1 screening, it was determined that both Alternative 2 (New I-70/29 Road Interchange with North Connection) and Alternative 3 (New Midpoint Interchange with North Connection) meet the Purpose and Need and will be carried forward for further evaluation in future NEPA process(es). However, Alternative 2 (New I-70/29 Road Interchange with North Connection) is the recommended alternative from this PEL study as it meets the Purpose and Need to a higher degree with its inclusion in existing adopted local and regional plans. Due to the long history of planning for the new I-70 interchange at 29 Road, it is anticipated an interchange at that location would have less private property (right-of-way), environmental, and community impacts than a new midpoint interchange with the arterial improvements south of I-70 needed with the project.

**Table 3. Level I Screening Results**

ALTERNATIVE	LEVEL I SCREENING RESULT	EXPLANATION
No Action	Carried Forward	<ul style="list-style-type: none"> <li>Used for Baseline Comparison in NEPA</li> </ul>
Alternative 1 – I-70/Horizon Drive Interchange Improvements and New North Connection	Eliminated for this Project	<ul style="list-style-type: none"> <li>Does not enhance transportation network because it does not improve traffic operations with added capacity along central arterial connection to I-70</li> <li>Does not improve truck efficiencies without new capacity or connection</li> <li>Circuitous collector route around airport does not support planned land use as primary connection to I-70</li> </ul>
Alternative 2 – New I-70/29 Road Interchange with North Connection	Carried Forward and Recommended	<ul style="list-style-type: none"> <li>This alternative is recommended as it meets the Purpose and Need to the highest degree</li> </ul>
Alternative 3 – New Midpoint Interchange with North Connection	Carried Forward	<ul style="list-style-type: none"> <li>While the alternative meets the Purpose and Need, it does not meet it to the same degree as Alternative 2 as it is not currently identified in adopted local and regional plans</li> </ul>
Alternative 4 – I-70/I-70B (Clifton) Interchange Reconfiguration and New North Connection	Eliminated for this Project	<ul style="list-style-type: none"> <li>Does not enhance transportation network because it does not improve traffic circulation along central arterial connection to I-70</li> <li>Does not improve truck efficiencies without new capacity or connection</li> </ul>

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## AGENCY AND PUBLIC COORDINATION

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Understanding the ideas, perspectives, and needs of key stakeholders was critical to building broadly supported decisions and solutions. The involvement of federal, state, and local agencies and community members was emphasized throughout the PEL study process and feedback was solicited at key decision points to guide the alternatives evaluation and shape the study recommendations.

### Technical Team

The study included the formation of a Technical Team that met frequently to provide technical input and guidance. The Technical Team was heavily involved in shaping the project Purpose and Need, alternatives that were considered, and alternatives evaluation. Members of the Technical Team kept their respective elected officials updated. The Technical Team included staff from:

- Mesa County
- City of Grand Junction
- GVMPO
- CDOT
- FHWA
- Grand Junction Regional Airport
- Federal Aviation Administration (FAA)

During the first Technical Team meeting, members reviewed and agreed to group goals and expectations as well as a method of consensus for key decision points, which was documented through acceptance of the distributed meeting notes. The Technical Team provided a formal mechanism through which agency representatives could communicate regional and local needs relating to transportation decisions for the PEL study.

Seven meetings of the Technical Team were held:

- September 20, 2018
- November 7, 2018
- January 15, 2019
- April 30, 2019
- September 12, 2019
- December 11, 2019
- July 16, 2020

## Resource Agency Coordination

The study was coordinated with local, state and federal resource agencies, including:

- BLM
- City of Grand Junction Parks and Recreation
- Colorado Department of Public Health and Environment Air Pollution Control Division
- Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division
- Colorado Department of Public Health and Environment Water Quality Control Division
- Colorado Historical Society State Historic Preservation Officer
- Colorado Parks and Wildlife Northwest Region – Grand Junction
- Grand Junction Regional Airport
- Grand Valley Water Users Association
- Mesa County Historical Society
- Mesa County Irrigation District
- Palisade Irrigation District
- U.S. Army Corps of Engineers Regulatory Division – Colorado West Branch
- U.S. Bureau of Reclamation, Western Colorado Area Office
- U.S. Environmental Protection Agency Region 8
- U.S. Fish and Wildlife Service Colorado Field Office
- Ute Water Conservancy District

Information was distributed to representatives at these resource agencies at three points during the study. Early in the study, a letter and study area map were mailed as an introduction to the PEL study process and confirmation of preferred contact information was requested. A second letter requested review of the *Draft Area Conditions Report* related to their specific resource(s). The final letter provided a link to the Draft PEL Study Report documenting the draft study recommendations to facilitate review of potential resource impacts and next steps required for future NEPA processes. A summary matrix of the resource agency coordination and input is included in **Appendix B**.



## Additional Stakeholder Coordination

Small group meetings were held with individuals representing public agencies, organizations, and other stakeholders directly affected by the project to identify likely impacts and help shape the study recommendations. These meetings and presentations occurred as follows:

- GVMPO Technical Advisory Committee meeting – January 9, 2019
- Grand Junction City Council workshop – January 14, 2019
- Mesa County Board of County Commissioners briefing – January 15, 2019
- GVMPO Technical Advisory Committee meeting – February 13, 2019
- Grand Junction Regional Airport Board update – April 4, 2019
- FHWA and CDOT Draft Purpose and Need review meeting – May 16, 2019
- CDOT and Local Agency leadership meeting – February 26, 2020
- Associated Members for Growth and Development meeting – September 2, 2020

## Public Engagement

This study hosted two public meetings to provide information about study progress and to engage community members in the planning process. It was important that potential users of the interchange and local roadway improvements, as well as property owners and residents in the project vicinity, were able to clearly understand the study process and provide input regarding the desired improvements.

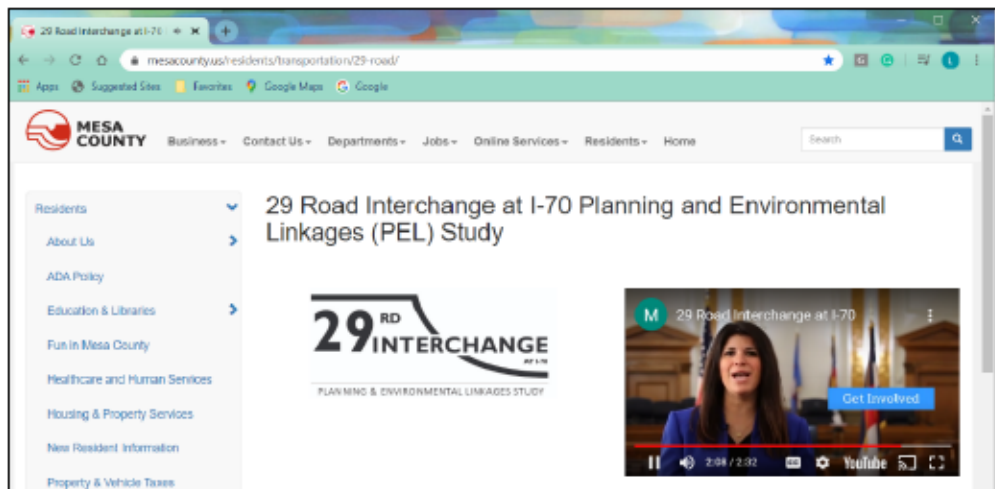
The first public meeting for the study was held in an open house format on February 28, 2019 at the Faith

Heights Church in Grand Junction. Attendees were invited to learn about the study and give input regarding existing conditions and the need for improvements. Approximately 125 members of the public attended the meeting.



To advertise the meeting, a postcard mailer was sent to nearly 3,000 property owners in the area, a news release was sent to the project email list, local media outlets including KREX TV

publicized the meeting in advance and after the meeting, and local agency partners distributed information on their websites, to their email list serves, and through social media. A project web page on Mesa County's website provided project information, including an engaging video featuring Grand Junction's City Manager Greg Caton and Mesa County Commissioner Rose Pugliese outlining the project need and potential benefits, followed by an invitation to all to participate and share their vision for the project.



In addition to the open house, project team members also provided a presentation to the School Board and interested nearby residents at Independence Academy on April 29, 2019. This meeting was advertised by Independence Academy on their social media, through email and text to all parents of the school's students, and through the school's Family Council's Peachjar information service.

Advertisements encouraged members of the general public to attend. Approximately 50 people attended to learn about improved access to I-70 and potential improvements to 29 Road between I-70 and Patterson Road and to ask questions of the project team.



The study's final public meeting was held virtually to allow for community members to review the results of alternatives development and screening and to provide feedback regarding the draft study recommendations. Holding this meeting online and advertising through local television and newspapers, in addition to the electronic advertisement methods used for the first public meeting, allowed a large number of people to learn about

the proposed improvements and offer comments while maintaining physical distance and avoiding the spread of COVID-19. A video was posted to the project web page with graphics and associated text both on screen and read aloud, followed by a survey. The video was viewed approximately 600 times. For those without internet access, hard copies of the graphics and on-screen text were available at the Mesa County Central Services Building for pick-up, along with printed comment forms.

## Public Comments

Input was solicited at the public meetings and community members were also able to submit comments via the project web page throughout the course of the study. Comments received were posted to the project web page and shared with the project staff and Technical Team. Summaries of comments received are included in Appendix C and main comment themes are summarized in Table 4.

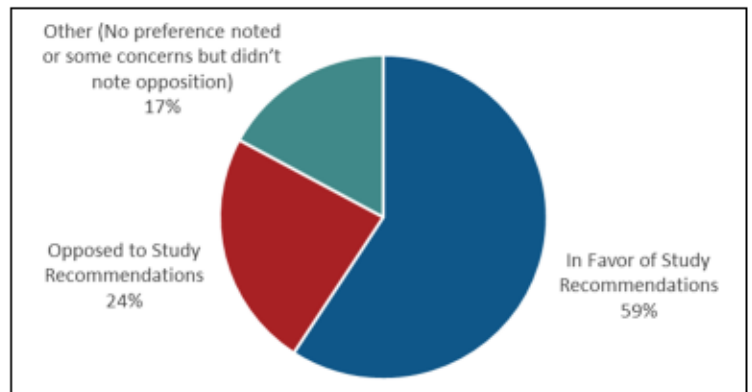
**Table 4. Public Comment Themes**

SOURCE	COMMENT THEME
Surrounding Public Meeting #1	<ul style="list-style-type: none"> <li>▪ Strong agreement with Purpose and Need elements. The interchange is needed.</li> <li>▪ This project is long awaited and should be funded.</li> <li>▪ The project will bring improved travel efficiency and needed connections.</li> <li>▪ The project could benefit the economy and prepares the city for future growth.</li> <li>▪ Characteristics of neighborhoods surrounding the project may be changed and residential impacts could occur due to increased traffic, trucks, and noise.</li> <li>▪ Concern that this project may increase traffic on Patterson Road.</li> <li>▪ Traffic calming measures need to be implemented.</li> <li>▪ Pedestrian safety is important.</li> <li>▪ Include bike lanes or facilities that promote safe pedestrian travel (especially near the school).</li> <li>▪ Need a signalized intersection at Independence Academy.</li> <li>▪ 29 Road will need widened and traffic calming measures added.</li> <li>▪ Many suggestions for other roadway improvements around the city in addition to a 29 Road interchange.</li> <li>▪ Concern regarding commercial development (at the interchange south of I-70) near homes and Independence Academy.</li> </ul>
Independence Academy School Board & Community Meeting	<ul style="list-style-type: none"> <li>▪ Need additional bond money designated for this project.</li> <li>▪ Morning and afternoon congestion should be fixed with traffic signal improvements.</li> <li>▪ Don't do the project and fix existing roads instead.</li> <li>▪ Consider plans for the 29 Road interchange that have been in place for many years. The interchange is needed.</li> </ul>

SOURCE	COMMENT THEME
Project Web Page Between Public Meetings	<ul style="list-style-type: none"> <li>■ Support for the project beginning quickly.</li> <li>■ Funds should be spent on other projects in the County instead.</li> <li>■ The project will improve airport connections but landing lights may distract drivers.</li> <li>■ Concern that new access to 29 Road will add additional traffic to nearby roadways.</li> <li>■ Concern that the project will impact the Grand Valley Power substation.</li> </ul>
Surrounding Public Meeting #2	<ul style="list-style-type: none"> <li>■ Majority of commenters support the study’s recommended alternative (New I-70/29 Road Interchange with North Connection).                             <ul style="list-style-type: none"> <li>- Positive outcomes anticipated, including improved access and reduced congestion.</li> <li>- 29 Road interchange is long overdue and necessary for the community.</li> <li>- Best option of all the alternatives presented.</li> </ul> </li> <li>■ Concerns of those opposed to study recommendations:                             <ul style="list-style-type: none"> <li>- Impacts along 29 Road with truck traffic, school/bicyclist/pedestrian safety issues, and added congestion.</li> <li>- Don’t want neighborhood character change, including increased noise/pollution.</li> <li>- Don’t agree with the need for a new interchange and/or it should not be a funding priority.</li> </ul> </li> <li>■ Need improvements to 29 Road south of Patterson with new interchange.</li> <li>■ Need for safe walking and bicycling facilities, especially for children.</li> <li>■ Mixed reviews for the New Midpoint Interchange with North Connection.                             <ul style="list-style-type: none"> <li>- Support due to improved access and avoiding impacts to 29 Road.</li> <li>- May be less convenient and more impactful than a 29 Road interchange.</li> </ul> </li> </ul>

The second public meeting had a three-week-long comment period for viewing the virtual meeting information and submitting comments. Of the 76 people submitting comments, the majority of commenters were in favor of the study recommendations. The concerns of those opposed to the recommended alternative cited project elements that can be mitigated with further planning and design in future project phases, such as:

- Truck traffic and designation of 29 Road as a truck route,
- School children, pedestrian, and bicyclist safety along 29 Road, and
- Traffic congestion along 29 Road.



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## STUDY RECOMMENDATIONS

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Based on the results of the alternatives evaluation process, two alternatives will be carried forward into future project development and NEPA evaluation. These recommendations were presented at the second public meeting for the PEL study to solicit feedback on the alternatives evaluation process and the draft study recommendations. Comments received from the public indicate overall support for the study recommendations. Themes of the public comments on the project are described in the Public and Agency Coordination section of this report.

### Alternatives to be Carried Forward

Two action alternatives meet the project Purpose and Need and are considered reasonable alternatives to be carried forward into future NEPA process(es):

- Alternative 2 – New I-70/29 Road Interchange with North Connection
- Alternative 3 – New Midpoint Interchange with North Connection

Only the potential locations along I-70 and arterial connections for the new interchanges were identified for this study. Interchange concept layouts will be developed and evaluated with the next phases of project development, as a preferred alternative is identified in the NEPA process. Design elements will be defined to consider design solutions to minimize costs and operational, safety, and property impacts while maximizing project connectivity and access benefits for the surrounding region. As project development moves forward, the area conditions inventory and environmental overview completed for this PEL study should be reviewed and updated as needed to reflect the most current conditions for consideration of impacts and avoidance.

### Interchange Spacing

According to the *CDOT Roadway Design Guide* (2018), the minimum interchange spacing should be one mile in urban areas. It also notes that in urban areas spacing of less than one mile may be allowed with the use of auxiliary lanes, grade-separated ramps, or collector-distributor roads. The area surrounding I-70 and 29 Road is within the GVMPO urban boundary and is considered an urban area. Interchange spacing is defined by American Association of State Transportation Officials (AASHTO) as the distance between the cross-streets.

With the initial alternatives developed for the PEL study, an interchange at 29 Road (Alternative 2) is expected to have spacing of about 1.4 to 1.6 miles to Horizon Drive. An interchange located about halfway between the existing Horizon Drive and I-70B interchanges (Alternative 3) would have spacing of about 2.6 miles to Horizon Drive. More distance between interchanges may be better for freeway operations, but an interchange in the vicinity of 29 Road does meet the CDOT and AASHTO recommended minimums.

The National Cooperative Highway Research Program (NCHRP) Report 687 *Guidelines for Ramp and Interchange Spacing* (Transportation Research Board, 2011) outlines research of the impact of ramp spacing on mainline freeway speed. It showed that ramp spacing (the distance between ramp gore points) has the greatest impact when traffic volumes of the freeway, the ramps, or both are near, but not at, capacity. Under low to moderate volume, such as the existing and future forecasted volumes at I-70, 29 Road, and Horizon Drive, changes in ramp spacing generally have little effect on freeway operations.

Considering a potential 29 Road interchange location between MP 32.7 and MP 33.5 and a typical diamond interchange layout, the distance between the 29 Road and Horizon Drive ramp merge and diverge points (the ramp spacing) is estimated at about 4,700 feet. The NCHRP Report 687 provides a planning level tool depicting the relationship between entrance-exit ramp spacing and relative crash risk. The tool shows that the incremental safety benefit of providing ramp spacing longer than 2,600 feet is relatively negligible.

## Recommended Alternative

Alternative 2 (New I-70/29 Road Interchange with North Connection) is the recommended alternative from this PEL study as it meets the Purpose and Need and project goals to the highest degree with its inclusion in existing adopted local and regional plans. It is also anticipated an interchange at 29 Road would have less private property (right-of-way), environmental, and community impacts than the new midpoint interchange alternative. The following sections describe several considerations for further assessment during future NEPA process(es) and project development.

### I-70 Freeway Operations and Safety

As part of the initial area conditions evaluation, projected traffic forecasts utilizing the 2040 Mesa County Regional Travel Model (the most current available model during the study) were developed. A new interchange at 29 Road was included in the “Existing + Committed” projects in *the Grand Valley 2040 Regional Transportation Plan*. The project team completed traffic analysis for I-70 and the adjacent interchanges with and without a new interchange at

29 Road using Highway Capacity Software. The forecasts and initial I-70 evaluation and results are described in the *Area Conditions Report*.

The 2040 traffic forecasts show a 30% increase in traffic along I-70 between Horizon Drive and 29 Road with the addition of the new interchange connection. For the initial analysis, the I-70 operations between the 29 Road and Horizon Drive were analyzed as separate ramp merge and diverge areas with no auxiliary lane connection between the on and off ramps. The I-70 traffic analyses with and without the new interchange showed an increase in vehicular density along I-70 with the new 29 Road interchange. The freeway and the ramp merge and diverge areas would operate well at LOS A or LOS B during the AM and PM peak hours in 2040 with or without the new interchange. This indicates that the freeway would not be negatively impacted with the approximate 1.5-mile spacing between the 29 Road and Horizon Drive interchanges.

#### *Auxiliary Lane Analysis*

An additional Highway Capacity Software analysis was completed to consider an auxiliary lane in each direction along I-70 between the Horizon Drive and 29 Road interchanges to potentially mitigate impacts to I-70 traffic from short ramp-to-ramp trips. The analysis looked at the future traffic operations of the weaving segment, which is defined by the Highway Capacity Manual as the segment between an on ramp and an off ramp where the two ramps are connected by an auxiliary lane. Under this scenario, the two ramps would be connected by an auxiliary lane that drops at the off ramp, creating a one-sided weave where no weaving maneuver requires more than one lane change. The analysis results show the weaving segment between the interchanges would operate at LOS A or LOS B during the AM and PM peak hours with the 2040 traffic projections.

#### *Operations Beyond 2040*

To consider operations beyond the 2040 traffic volume projections, a sensitivity analysis was completed to evaluate increased levels of traffic volumes. The freeway and ramp volumes at each interchange were linearly increased until any segment operated worse than LOS D. In the eastbound direction, the weaving section degraded to LOS F in the PM peak hour at double the 2040 projected traffic volumes. In the westbound direction, the weaving section did not degrade to LOS F until PM peak hour volumes were at levels 2.5 times the 2040 projected traffic volumes.

Considering the average 3.2% annual growth rate in the travel demand model forecasts along this segment of I-70, the weaving section would not degrade to unacceptable (lower than LOS D) operations until after 2060. That far into the future, it can be expected that

advancements in connected and autonomous vehicles will likely increase the general capacity of freeway and weaving, merging, and diverging areas. This may prolong the operations along this section of I-70 even longer.

The planning-level analysis completed for this study with the Highway Capacity Software shows that constructing a new interchange on I-70 in the vicinity of 29 Road will not create operational issues well beyond the planning horizon. Increasing the interchange spacing from Horizon Drive with the new interchange located about halfway between Horizon Drive and I-70B (as in the Alternative 3 developed with this study) does not change the operational results from the Highway Capacity Software.

Future project development to define the specific location of the new interchange and the interchange layout with lane configurations for the ramps and I-70 design should consider more detailed traffic analysis with microsimulation software to identify specific operational issues and potential mitigation measures.

### *Safety*

The crash history for the section of I-70 from west of Horizon Drive to east of I-70B interchanges from January 2015 to December 2017 is summarized in the *Area Conditions Report*. There is a spike in the number of crashes that occurred around milepost (MP) 32, where there is a curve just east of the Horizon Drive interchange. In late 2018 cable rail was installed in the I-70 median near Horizon Drive and in early 2019 the I-70 speed limit was reduced from 75 miles per hour to 70 miles per hour between MP 24.9 (west of the study area) to MP 32.2 (east of the curves east of Horizon Drive) due to a high number of crashes experienced in the area.

CDOT developed Highway Segment Safety Performance Functions (SPFs) to estimate the average crash frequency for a specific site type as it relates to the annual average daily traffic of the facility. These SPFs are used to predict the potential that a corridor has for crash reduction based on the observed versus the predicted crash frequency. Based on the number of crashes from 2015 through 2017, the SPF for this section of I-70 is around the expected mean for Urban 4-Lane Divided Freeways with an average annual daily traffic of 23,100 vehicles per day, indicating a moderate potential for crash reduction.

Within the potential 29 Road interchange area (MP 32.7-33.5), there was a spike in crashes at MP 33. However, four of the five of those crashes occurred within one hour of one day in snow/icy conditions, indicating that most of those crashes can be considered secondary crashes.

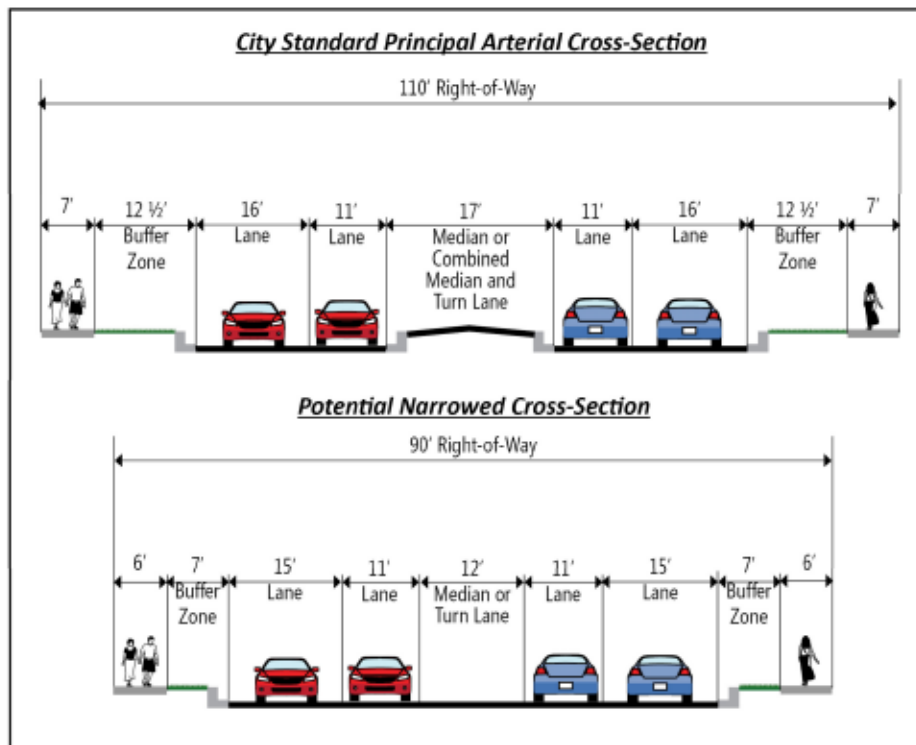


With the I-70 safety mitigation measures implemented recently within the study area, future projects phases for the interchange should include a full safety evaluation with the latest crash data, including as much time after the changes as possible in the evaluation period.

### 29 Road Arterial Improvements

As shown in the *Area Conditions Report*, the 2040 traffic volume projections along 29 Road increase substantially to over 28,000 vehicles per day between I-70 and F 1/2 Road with the 29 Road interchange at I-70 connection. The I-70/29 Road interchange project includes widening 29 Road to a four-lane arterial with multimodal improvements between I-70 and Patterson Road. The potential typical sections for 29 Road are shown in Figure 6. The City of Grand Junction standard cross-section for a principal arterial is 110 feet wide with a detached sidewalk on both sides of the roadway. However, a narrowed cross-section with reduced median, outside lane, and sidewalk buffer width may be considered to reduce the overall right-of-way width to 90 feet. To further minimize property impacts at specific locations, the sidewalk buffer may be eliminated with an attached sidewalk.

**Figure 6. Potential 29 Road Cross-Section**



When 29 Road is widened to a four-lane arterial with the I-70 interchange connection, intersections will be modified with enhanced improvements (traffic signal or roundabout) at full-movement intersections. The potential locations for future enhanced intersection

improvements, shown in Figure 7, are Bonito Avenue, F 1/2 Road, and Brodick Way (Independence Academy access). Traffic signals should only be constructed if warranted based on the criteria in the Manual of Uniform Traffic Control Devices. A roundabout may be considered at a full-movement access, if appropriate for the expected traffic volumes and pedestrian/bicycle movements and geometry of the intersection.

The project will also consider enhancements for walking and biking along 29 Road. Bike lanes along 29 Road would tie into existing bike lanes creating a five-mile bike and pedestrian connection from I-70 on the north to US 50 on Orchard Mesa.

**Figure 7. 29 Road Improvements**



### New Horizon Drive Connection

With a new interchange connection at 29 Road, the 2040 traffic forecasts show a substantial increase in I-70 traffic between Horizon Drive and 29 Road. In addition to the consideration of auxiliary lanes along I-70 to mitigate potential impacts to freeway traffic from short ramp-to-ramp trips, a local roadway connection from 29 Road to Horizon Drive may be considered with future project development. The *Grand Junction Circulation Plan* shows a new major collector roadway from the Horizon Drive/Crossroads Boulevard intersection, around the south side of the Grand Junction Airport, to connect north of the I-70/29 Road interchange.

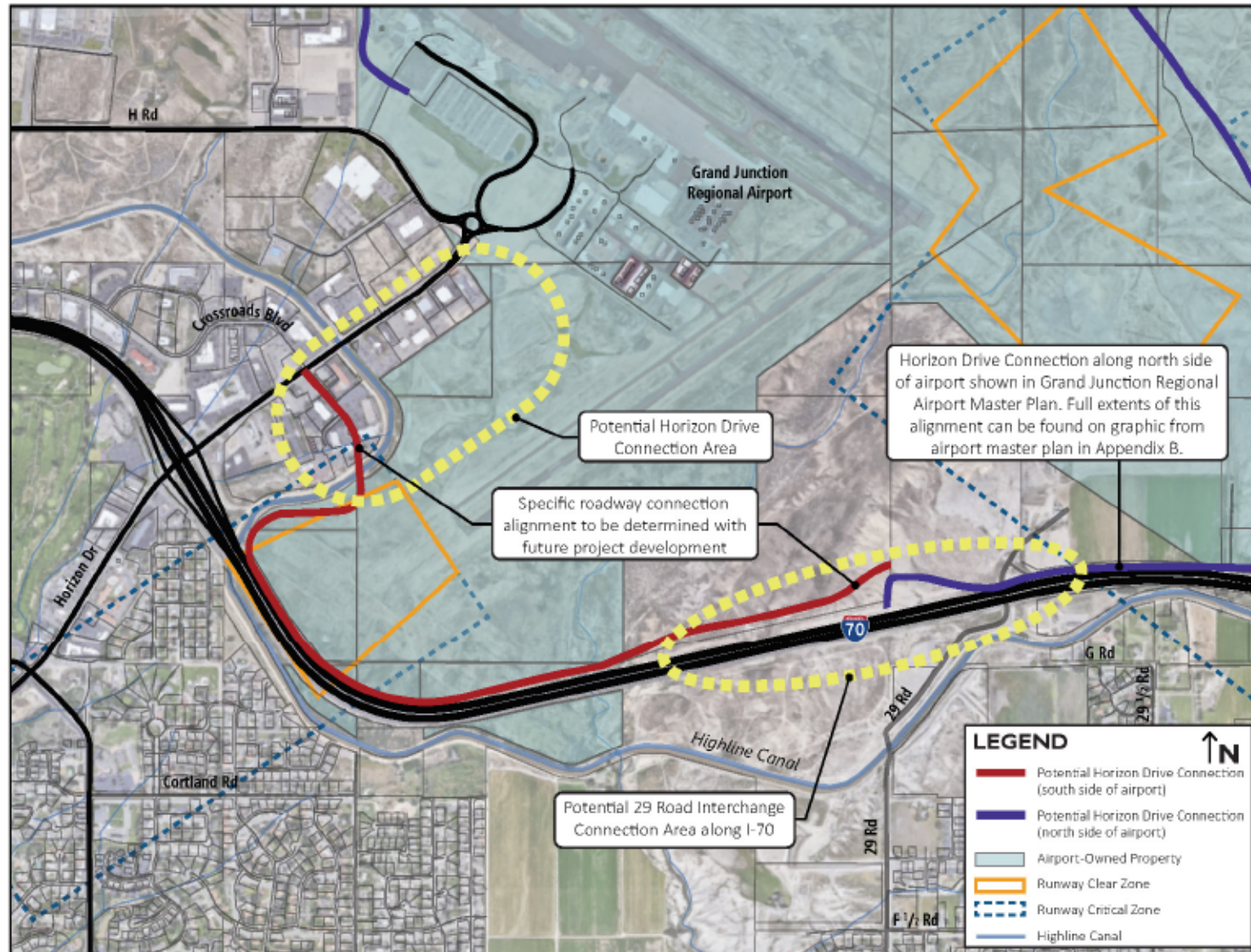
During the PEL study, the Grand Junction Airport and FAA Technical Team representatives noted the difficulties to obtain airport and FAA approvals for a new non-airport roadway on airport property, and the restrictions for any new roadways in an airport Runway Protection Zone. They also noted that, due to planned airport development, a new local roadway should not be planned to connect to Horizon Drive at the H Road roundabout.

Utilizing City of Grand Junction roadway standards for a major collector, the project team developed a concept for a two-lane local connection between Horizon Drive and 29 Road north of I-70 and south of the airport, shown in **Figure 8**.

To minimize airport property impacts, the section of the new local connection along I-70 was located within CDOT right-of-way. With approximately 60 to 90 feet of available space between the I-70 edge of pavement and airport fence, the standard 80-foot collector section would need to be reduced to provide a standard clear zone area for driver recovery. Using guardrail may reduce the space needed, but the local roadway would still cross within the future Runway Protection Zone. Due to the constraints of the Runway Protection Zone, the Grand Junction Airport Authority cannot support that Horizon Drive connection alignment at this time. However, Authority staff plan to complete a feasibility study of reducing the constraints of the runway protection for the Horizon Drive connection.

The alignment of the roadway connection to Horizon Drive would be determined with future project development. In addition to this local connection alignment south of the airport, a new roadway connection around the north side of the airport, as shown in the *Grand Junction Regional Airport Master Plan*, may be considered. The north side connection included in the airport master plan is shown in **Appendix D**. Other potential new local roadway connections, north or south of I-70, may be considered during future project development, if needed to mitigate operational or safety impacts due to local traffic on I-70 between interchanges.

Figure 8. Potential New Horizon Drive Connection



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## ENVIRONMENTAL SUMMARY

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The purpose of this section is to summarize environmental resources present and identify next steps to be completed during future NEPA process(es). Both alternatives carried forward from this PEL study involve a new interchange on I-70, which is a federal facility and will require compliance with NEPA requirements, regardless of the funding source. Specific environmental impacts and mitigation measures will be determined during the subsequent NEPA evaluation process and included in final plans as improvements move to construction.

The *Area Conditions Report* provides detailed information regarding regulatory requirements for the resources analyzed for this PEL Study. The environmental study area is focused around the area of most likely physical impacts of a new I-70 interchange at 29 Road. The environmental study area did not include the area for Alternative 3 (New Midpoint Interchange with North Connection); all discussion of existing conditions in the following sections are only for the recommended alternative: Alternative 2 (New I-70/29 Road Interchange with North Connection). If Alternative 3 is selected as the preferred alternative in a future NEPA process, environmental resources will need to be further reviewed and assessed for presence prior to determining impacts and mitigation. The next steps information for each resource applies to both alternatives as the regulatory processes are the same regardless of interchange location.

As discussed in the Agency and Public Coordination Section of this report, resource agencies were provided the Draft PEL Study Report for review. Comments were received from the following agencies and incorporated as appropriate in this report:

- City of Grand Junction Parks and Recreation
- Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division
- Colorado Historical Society State Historic Preservation Officer
- Colorado Parks and Wildlife Northwest Region – Grand Junction
- Grand Junction Regional Airport
- Grand Valley Drainage District
- Palisade Irrigation District
- U.S. Bureau of Reclamation, Western Colorado Area Office
- U.S. Environmental Protection Agency Region 8
- U.S. Fish and Wildlife Service Colorado Field Office

The following agencies responded stating no issues with the project and no comments on the report:

- BLM
- Colorado Department of Public Health and Environment Air Pollution Control Division
- Colorado Department of Public Health and Environment Water Quality Control Division
- Grand Valley Water Users Association
- U.S. Army Corps of Engineers Regulatory Division – Colorado West Branch
- Ute Water Conservancy District

The following agencies did not respond or provide comments on the Draft PEL Study report:

- Mesa County Historical Society
- Mesa County Irrigation District

The resources assessed for this study are listed below. Maps of resources present in the study area can be found in **Appendix E**.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>■ Built Environment:<ul style="list-style-type: none"><li>» Air Quality</li><li>» Community and Social Resources</li><li>» Floodways and 100-year Floodplains</li><li>» Hazardous Materials</li><li>» Historic Resources</li><li>» Noise</li><li>» Parks and Recreational Resources</li></ul></li></ul> | <ul style="list-style-type: none"><li>■ Natural Environment:<ul style="list-style-type: none"><li>» Prime and Unique Farmlands</li><li>» Water Quality</li><li>» Threatened and Endangered Species and Biological Resources</li><li>» Wetlands and Waters of the U.S.</li></ul></li></ul> |
|---|---|

## Built Environment

### Air Quality

The study area is located within the Western Slope monitoring region and is within an attainment status for all National Ambient Air Quality Standard criteria pollutants (carbon monoxide, ground level ozone, sulfur dioxide, nitrogen dioxide, particulate matter, and lead).

As both alternatives carried forward are located in an attainment area, no quantitative analysis would be required in a subsequent NEPA analysis as long as the area continues to be in attainment for the six criteria pollutants. A qualitative analysis of impacts may be required.

### Community Resources

Land use in the study area is composed primarily of residential and agricultural, with interspersed commercial development primarily along Patterson Road. Community and social resources within the study area include:

- Independence Academy Charter School (675 29 Road)
- Life Tabernacle Church and Academy Christian School (363 29 Road)
- Grace Point Church (606 28 3/4 Road)
- Bookcliff Heights Congregation (608 29 Road)
- Darla Jean Park (2868 Darla Drive)
- Matchett Park (28 1/4 Road and Patterson Road)

There are no environmental justice (low income or limited-English proficient) populations located in the study area.

Information on community composition and community issues should be collected and refined throughout future project development. The study area should at least include communities within and immediately surrounding the preferred alternative. Additionally, ongoing conversations with property owners, businesses, and residences potentially affected should also be a critical part of future project development.

### Floodways and 100-year Floodplains

A review of Federal Emergency Management Agency (FEMA) flood insurance rate maps was conducted and no FEMA floodplain designations occur within the study area. The existing Indian Wash channel runs northwest to southeast through the project area, running adjacent to 29 Road just north of Patterson Road. There is no designated FEMA floodplain north of Patterson Road, but to the south of Patterson Road is a designated Zone AE with base flood elevations determined. The upstream crossing of I-70 for Indian Wash consists of a two-cell 10-foot by 10-foot reinforced concrete box culvert.

Changes to 29 Road may require hydraulic modeling for the channel with future project development due to the proximity to the channel and the downstream floodplain designation.

## Hazardous Materials

The environmental records search identified hazardous material facilities present in the or near the study area. Only one facility was identified within the environmental study area: the Lucky Me gas station in the northeast corner of the 29 Road and Patterson Road intersection.

A Modified Phase I Environmental Site Assessment or CDOT Initial Site Assessment should be conducted at site-specific locations to evaluate hazardous materials that may require remediation prior to acquisition or development. Based on the results of the future investigations, further subsurface investigations, including the collection of subsurface soil samples and groundwater samples, may be required to delineate the specific horizontal and vertical extents of contamination. During the design process, this information can be used to identify avoidance options, when possible, and to develop specific contaminated soils/groundwater material management or mitigation measures. The Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division should be contacted regarding potential surface water and groundwater issues that may be encountered during construction.

## Historic Resources

There are no properties listed on the Colorado State Register of Historic Properties or the National Register for Historic Places (NRHP) in the study area, however there are properties that have been previously recorded in the study area. The City of Grand Junction does not have any designated landmarks or historic districts within the study area.

A total of nine historic properties have been previously recorded within the study area, including eight residential properties and one irrigation ditch. The residences were constructed between 1900 and 1925. Previous survey of these properties was conducted in 1981 and no assessment was made regarding their eligibility. It is possible that the eligibility status noted in this report could change once the Section 106 process takes place.

The irrigation ditch, the Government Highline Canal, was constructed between 1912 in 1915 and is significant for its association with early Bureau of Reclamation irrigation programs and the economic development of Mesa County. The canal extends for 55 miles through the northern area of Grand Valley. Sections of the canal have been lined with membranes and concrete. The Government Highline Canal was determined Officially Eligible in 1985. This resource extends across the width of the study area south of I-70 and will be potentially impacted by both alternatives carried forward.



During future NEPA process(es), historic resources will need to be evaluated under Section 106 of the National Historic Preservation Act and Section 4(f) (23 CFR 774) of the U.S. Department of Transportation Act of 1966 (Section 4(f)). An Area of Potential Effect will need to be established and all historic resources identified in this study will need to be evaluated for eligibility and effects once a project is identified and funded to move forward into NEPA. In addition, any other resources that are 45 years or older that have not been previously surveyed or were outside the environmental study area will need to be evaluated.

If there is an adverse effect determination under Section 106 for a historic property, there also may be a “use” under Section 4(f). Use of Section 4(f) resources should be avoided and minimized wherever possible. A Section 4(f) evaluation may be required if use of these resources occurs as a result of the project.

## Noise

CDOT categorizes the sensitivity of noise receptors based on a property’s land use type and has associated Noise Abatement Criteria (NAC) for each land use type. The NAC are noise levels that are compared to existing or future noise levels during NEPA to determine the impact threshold. The land use types, NAC decibel level, activity description and study area presence are summarized in Table 5.

A noise assessment should be performed to determine noise sensitive receptors that may be impacted by the preferred alternative in NEPA. Typically, any receptors within 500 feet of the roadway are included in the analysis to be sure that they will not exceed the NAC threshold. The noise assessment should include modeling both existing and future conditions to evaluate if mitigation may be required.

For noise mitigation to be recommended as part of the project, it must be considered both “reasonable and feasible” based on CDOT criteria. Noise mitigation is feasible if it can be constructed without major engineering or safety issues, provides a reduction of at least five decibels to at least one impacted receptor, and a wall that is 20 feet high or less reduces noise by at least seven decibels at a minimum of one benefitted receptor. Reasonableness deals with whether the barrier can be designed to achieve a noise reduction of seven decibels at a minimum of one benefitted receptor, whether the barrier can be constructed in a cost-efficient manner, and the desires of the community. All three of these criteria must be met for a barrier to be considered reasonable to construct.

**Table 5. Noise Abatement Criteria and Study Area Presence**

ACTIVITY CATEGORY	ACTIVITY dBA (DECIBEL)	ACTIVITY DESCRIPTION	STUDY AREA PRESENCE
A	56 (exterior measurement)	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.	No
B	66 (exterior)	Residential	Yes
C <sup>1</sup>	66 (exterior)	Active sport areas, amphitheaters, auditoriums, campgrounds, cemeteries, day care centers, hospitals, libraries, medical facilities, parks, picnic areas, places of worship, playgrounds, public meeting rooms, public or non-profit institutional structures, radio studios, recording studios, recreational areas, Section 4(f) sites, schools, television studios, trails, and trail crossings.	Yes
D	51 (interior)	Auditoriums, day care centers, hospitals, libraries, medical facilities, places of worship, public meeting rooms, public or non-profit institutional structures, radio studios, recording studios, schools, and television studios.	N/A- only applicable if there are potential exterior areas of frequent human use
E <sup>1</sup>	71 (exterior)	Hotels, motels, time-share resorts, vacation rental properties, offices, restaurants/bars, and other developed lands, properties or activities not included in A-D or F.	Yes, along Patterson Road
F	NA	Agriculture, airports, bus yards, emergency services, industrial, logging, maintenance facilities, manufacturing, mining, rail yards, retail facilities, ship yards, utilities (water resources, water treatment, electrical), and warehousing.	Yes
G	NA	Undeveloped lands that are not permitted for development.	Yes

<sup>1</sup> Includes undeveloped lands permitted for this activity category.

Source: CDOT, 2015

### Parks and Recreational Resources

The study area includes two existing parks: Darla Jean Park located on Darla Drive and Matchett Park located on Patterson Road. While Matchett Park has remained undeveloped since it was acquired in 1996, Grand Junction approved the Matchett Park Master Plan in 2014 and received grant funding for improvements to the park, which include a community recreation and aquatic center, sporting fields, festival pavilion, trails, bicycle paths, and

nature viewing areas. Grand Junction is currently working on a citywide Parks, Recreation, and Open Space Master Plan, which will be completed in 2021 and will prioritize improvements for parks, recreation facilities, and open spaces.

Other existing recreational facilities in the study area include neighborhood interconnecting trails that utilize sidewalks and other paved off-road shared paths for pedestrian and bicycle travel. There are also bicycle lanes in both directions of Patterson Road.

Outside of the study area and approximately 0.5 mile north of I-70, the majority of the land is owned and managed by the BLM. The area is referred to as the Grand Valley Off-Highway Vehicle Special Recreation Management Area and encompasses approximately 15 square miles bounded by 27 1/4 Road to the west and 32 Road to the east. The BLM's Resource Management Plan (2015) includes 29 Road as an access point for the Grand Valley SRMA, but according to BLM's online interactive map there are currently no recreational facilities, trails, or other designated points of interest in the area. The Resource Management Plan states that 29 Road offers opportunities for future development of recreation support facilities such as parking/unloading areas, restrooms, campsites, and event venues.

Impacts to public parks and recreational resources are generally under the jurisdiction of Section 4(f), which affords special protection to existing and planned parks, recreation areas, and wildlife/waterfowl refuges that are open to the public and affected by a federal transportation project. Potential recreational Section 4(f) properties that could be impacted by the preferred alternative in NEPA should be evaluated for Section 4(f) applicability. When FHWA determines that a project as proposed may use a Section 4(f) property, there are three methods available to approve the use; preparing a de minimis impact determination; applying a programmatic Section 4(f) evaluation; or preparing an individual Section 4(f) evaluation. If the preferred alternative impacts a Section 4(f) property, one of these processes will need to be completed.

## Natural Environment

### Prime and Unique Farmlands

Approximately 397 acres (36%) of the study is classified as "prime farmland if irrigated." These areas occur within Matchett Park and throughout the eastern and southeastern portions of the study area. Much of the land in the southeastern study area is currently residential and would not qualify as prime farmland because it is not available for farming. Further evaluation of other lands identified as "prime farmland if irrigated" would be

required to determine if irrigation water is being applied. No unique farmland was identified in the study area.

A detailed analysis of the project design impacts to the existing prime farmland should occur as well as coordination with local planners and other local officials. Coordination with the Natural Resource Conservation Service should be part of further project development to be sure that changes resulting from a project are compatible with environmental regulations and the local planning offices. Additionally, ongoing conversations with property owners, businesses, and residents potentially affected will be a critical part of the project development process.

### Water Quality

According to Colorado's Section 303(d) List (effective March 2, 2018), all tributaries to the Colorado River, including wetlands, are listed as impaired from the Government Highline Canal Diversion to a point immediately below Salt Creek. Within the study area, this includes Indian Wash (Waterbody ID: COLCLC13b\_D) which is listed as impaired for aquatic life use due to selenium and iron. A total maximum daily load, which is a calculation for the maximum amount of pollutant allowed to enter an impaired waterbody, for this stream segment has not yet been developed.

Impaired waters should be considered during future project development and efforts should be made to avoid and minimize impacts to water-related resources to the extent possible, including the implementation of control measures during construction to minimize sediment runoff. As the project progresses, continued coordination will be required with local, state, and federal agencies to maintain water quality standards within the study area.

The wasteway at Indian Wash is designed to waste all water that drains within that reach of the Canal in case of an emergency. This will need to be fully considered by any modeling in this area during future design phases.

The Grand Valley Drainage District was created to facilitate and manage irrigation return flows and many of their drains are comingled with municipal separate storm sewer waters. Future NEPA and design phases will need to consider new separate storm sewer system facilities. In addition, new impervious surface from any alternative and potential impacts to Indian Wash and Fruitvale Drainage will need to be considered during NEPA and design phases.

## Threatened and Endangered Species and Biological Resources

As described below, federal and state species lists were reviewed for potential presence in the study area. While additional information regarding biological resources, such as non-threatened and endangered species and noxious weeds were not included in the *Area Conditions Report*, next steps for these resources are included in this study.

### *Federally Listed Species*

A review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation system (USFWS, 2019) indicates that there is a potential for nine threatened and endangered species to occur, or potentially be affected by activities, in the study area:

- Yellow-billed Cuckoo (*Coccyzus americanus*)
- Bonytail Chub (*Gila elegans*)
- Colorado Pikeminnow (*Ptychocheilus lucius*)
- Humpback Chub (*Gila cypha*)
- Razorback Sucker (*Xyrauchen texanus*)
- Colorado Hookless Cactus (*Sclerocactus glaucus*)

No critical habitat exists within the study area for any federally listed species. However, the Colorado River is designated as critical habitat for the bonytail chub, Colorado pikeminnow, humpback chub, and razorback sucker. The Government Highline Canal extends through the study area and receives water diverted from the Colorado River. The study area is located within the Upper Colorado River Endangered Fish Recovery Program and water depletions in the basin may adversely affect these species. The USFWS has prepared a Programmatic Biological Opinion for Section 7 consultation related to water depletions in the Upper Colorado Basin.

Yellow-billed cuckoo use riparian wooded habitat with dense cover and Colorado hookless cactus occur primarily on alluvial benches along the Colorado and Gunnison Rivers, as well as other tributaries on gravelly or rocky surfaces or on river terrace deposits. Indian Wash, which has an intermittent flow, may not operate as suitable habitat for the cuckoo but should be considered for further review and potential future field surveys for both species.

### *State-Listed Species*

According to the Colorado Natural Heritage Program Tracking List, 12 state-listed species were identified with the possible potential to occur in the study area:

- Northern Leopard Frog (*Lithobates pipiens*)
- Burrowing Owl (*Athene cunicularia*)
- American Peregrine Falcon (*Falco peregrinus anatum*)
- Ferruginous Hawk (*Buteo regalis*)
- Bald Eagle (*Haliaeetus leucocephalus*)
- Humpback Chub (*Gila cypha*)
- Bonytail Chub (*Gila elegans*)
- Roundtail Chub (*Gila robusta*)
- Long-nosed Leopard Lizard (*Gambelia wislizenii*)
- Razorback Sucker (*Xyrauchen texanus*)
- Kit Fox (*Vulpes macrotis*)
- Colorado Pikeminnow (*Ptychocheilus Lucius*)

There are white-tailed prairie dog (*Cynomys leucurus*) towns located within and adjacent to the study area. These towns are often utilized by burrowing owls for habitat. Although burrowing owls have not been observed in the area, there is potential for burrowing owls to be present. Colorado Parks and Wildlife recommends the following, which will also be documented during future NEPA process(es):

- If construction is to take place between March 1 and October 31, the area should be surveyed for the presence of burrowing owls prior to construction activities occurring. The owls are susceptible to being buried and killed in their holes by construction activity.
- If construction is to occur between November 1 and February 28, it is very unlikely owls would be present during construction. Burrowing owls are migratory and are rarely found in Colorado in the winter.

### **Section 7 of the Endangered Species Act**

During subsequent NEPA process(es) and project development, comprehensive and updated special-status species lists will need to be obtained and, if appropriate, a field survey will need to be conducted for federal- and state-listed species. If species of concern are found to be within the study area, further coordination with the appropriate regulatory agencies must take place and suitable measures will need to be developed to avoid and/or minimize impacts to these sensitive resources.

### **Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act**

In order to comply with these Acts, preconstruction and during construction surveys for nesting birds (including eagles and other raptors) should be done if any ground-disturbing

activities are planned during the nesting season. The nesting season varies by species but is generally from April 1 to August 31. If active nests are present, no-work buffers or other restrictions will likely be required around the nest during construction activities. The size of the buffer will be determined in coordination with Colorado Parks and Wildlife, USFWS, and CDOT biologists. There are suitable areas within the potential interchange area for red-tailed hawk nesting. Colorado Parks and Wildlife recommends survey of the potential nesting sites for nesting activity prior to construction activities occurring. Red-tailed hawk nesting activity occurs between February 15 and July 15. If eagles are expected to be present, additional surveys may be required to identify winter roosting sites, which may also require no-work buffers or other restrictions. Further guidance on required surveys can be found in Section 240 Protection of Migratory Birds of the *CDOT Standard Specifications for Road and Bridge Construction*.

#### Noxious Weeds

A noxious weed survey should be completed during an on-site reconnaissance survey. The survey should map noxious weed populations, and if recommended based on the results of the survey, an integrated noxious weed management plan may need to be prepared for the project.

#### Wetlands and Waters of the U.S.

According to the USFWS National Wetland Inventory, the study area contains numerous potential wetlands, including both palustrine emergent and palustrine scrub-shrub. Generally, palustrine emergent wetlands are dominated by emergent (herbaceous) vegetation and palustrine scrub-shrub wetlands are dominated by shrubs. The study area wetlands occur in topographic swales, roadside and irrigation ditches, and/or in association with streams.

Other potential waters of the U.S. identified in the study area include Indian Wash and Government Highline Canal. Indian Wash is an open channel with intermittent flow. Within the study area, Indian Wash meanders adjacent to agricultural land within Matchett Park and continues through residential areas before ultimately discharging to the Colorado River.

Government Highline Canal (Canal) is a manmade open channel with regulated flow and is operated by the Grand Valley Water Users' Association. Any impact from a future project on the Government Highline Canal system that adds to its regulatory obligations will not be permitted. The Canal is approximately 55 miles long and extends through the study area south of I-70, potentially impacted by both alternatives carried forward. Government

Highline Canal and portions of Indian Creek are classified by the National Wetland Inventory as riverine features.

In addition, the Canal is under the jurisdiction of the U.S. Bureau of Reclamation and is operated and maintained by the Grand Valley Water Users' Association. Any alternative, including the recommended alternative, that would result in the crossing of and potential impact to the Canal would need to align wherever crossing the Canal and/or Operations and Maintenance (O&M) roads and facilities. The O&M facilities include, but are not limited to, siphons, head gates, laterals, drains and the O&M Road. In addition, stormwater drainage from the proposed roads cannot be discharged into the Canal or O&M facilities. Any multimodal transportation connections associated with the recommended alternative, including trails along the Canal, as identified in the County's Master Trail and/or Transportation Plans will first need to consult with the U.S. Bureau of Reclamation, the Grand Valley Water Users' Association, Mesa County Irrigation District, and the Palisade Irrigation District. Current policy does not allow O&M roads or other facilities to be used by the public for recreation. Several provisions would need to be met before any new trails along O&M facilities would be considered.

Wetland delineations should be completed during the next phase of project development in the areas that could be impacted by project-related activities. Impacts to wetlands should be avoided where feasible. Due to their importance, impacts to water-related resources, specifically waters of the U.S. including wetlands, should be avoided. If avoidance is not feasible, best management practices should be implemented to reduce direct and indirect impacts to these resources.

If waters of the U.S. in the area of potential impacts are considered to be U.S. Army Corps of Engineers (USACE) jurisdictional, impacts would likely be permitted under a USACE Section 404 Nationwide Permit. Only the USACE has the authority to make final determinations regarding jurisdiction, permitting, and mitigation. CDOT mitigates all wetland impacts at a 1:1 ratio (up to or equal to USACE mitigation, not in addition) regardless of USACE jurisdictional status, or mitigation requirements.



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## ACTION PLAN

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The PEL process is intended to provide the framework for the long-term implementation of the recommended alternative as funding is available and to be used as a resource for future NEPA documentation. Funding for the interchange construction has not been identified at this time. Identification of a recommended interchange location in this PEL study is consistent with the FHWA's objective of evaluating and selecting transportation solutions on a broad enough scale to provide meaningful analysis and next steps for further project development. However, the requirements of fiscal constraint must be satisfied for FHWA and CDOT to approve further NEPA documentation.

The next steps in the project development process are outlined and illustrated in [Figure 9](#). These steps will be coordinated with CDOT and FHWA to ensure consistency with the interchange approvals and NEPA processes.

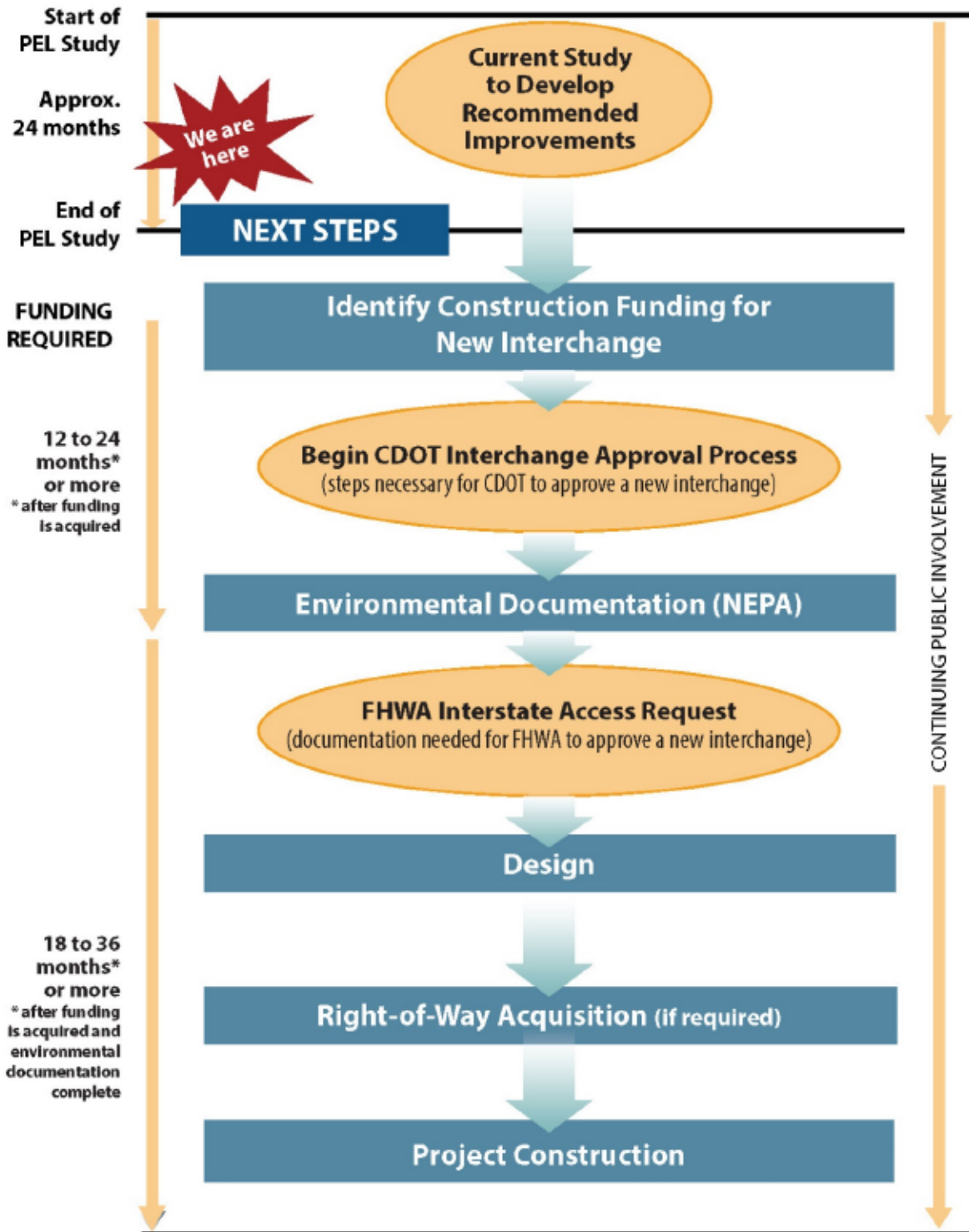
### CDOT Interchange Approval Process

A new interstate interchange requires adherence to *CDOT Policy and Procedural Directive 1601 Interchange Approval Process*. The 1601 process is an established process to review and approve new interchanges or major improvements to existing interchanges that connect with the state or the federal-aid highway system.

The 1601 process can begin with Mesa County and the City of Grand Junction officially notifying CDOT of the project initiation. Following a pre-application meeting and Intergovernmental Agreement, the County and City may use many components of this PEL study as elements of the interchange System Level Study. This flow of information from the PEL study into the System Level Study is consistent with FHWA's policy that is intended to streamline and eliminate duplicate documentation for FHWA interchange access approval.

As described in the Study Recommendations section of this report, updated traffic and safety data, updated traffic forecasts, plus additional traffic and safety analysis will be required for the area surrounding the interchange, as well as the adjacent interchanges, to identify potential operational and safety benefits and impacts along I-70 as part of the NEPA process.

**Figure 9. Project Implementation Process**



## Identification of the Preferred Alternative

The first steps in the NEPA process will focus on additional information or updates to baseline data (such as updating the traffic forecasts with the new GVMPO travel demand model and updating the safety evaluation with the most recent crash data) which will rapidly identify and document the preferred alternative. Utilizing the Purpose and Need and project goals developed with this PEL study, the two alternatives carried forward can be quickly screened with a Level 2 comparative screening. The Level 2 screening expands measures for each evaluation criterion from Level 1 screening and provides additional screening criteria based on the project goals. These measures can be a mix of qualitative and quantitative assessments, based on the criteria and the availability of data. The preliminary Level 2 comparative screening criteria that was developed as part of the overall alternatives evaluation with this PEL study are shown in Table 6.

Prior to starting the NEPA documentation, a PEL-to-NEPA Transition Memorandum will reference this PEL Report for the Purpose and Need, alternatives development, and Level 1 screening conducted during the PEL study, and will provide a brief summary of the Level 2 evaluation. This memo will substantiate the reason for proceeding into the NEPA documentation with one action alternative and the No Action Alternative.

The CDOT NEPA scoping process will utilize environmental data and analyses gathered during this PEL study to identify potential areas for supplemental environmental resource information or additional resources that were not assessed as part of this study, such as visual resources.

## FHWA Interstate Access Request

Interchange conceptual layouts and design elements needed along I-70 and local connections for the preferred alternative will be refined during the development of the NEPA analysis and documentation.

As a new interchange, a full Interstate Access Request will be required for FHWA approval. The Interstate Access Request documentation may be completed and submitted during analysis for FHWA “acceptance”. Final approval for the new access cannot precede the completion of NEPA, but once NEPA is completed, approval of the access is granted if there are no changes in the interchange location or layout of the “accepted” concept.

**Table 6. Preliminary Level 2 Evaluation Criteria**

CATEGORY	CRITERIA
System Linkage	Ability of the alternative to provide improved connectivity with reduced out-of-direction travel for access between I-70 and central Grand Junction
	I-70 operations – future (2040) ramp merge/diverge and mainline operations (speed and density)
	Arterial road and interchange operations – future (2040) arterial and peak hour intersection operations (LOS and delay)
	I-70 safety – ability of the alternative to improve safety along I-70
	Arterial road safety – ability of the alternative to improve safety along the arterial roadway
	Multimodal connectivity – ability of the alternative to enhance local multimodal travel options
	Multimodal safety – ability of the alternative to address perception of comfort and safety for pedestrians and bicyclists along the arterial roadway
Access and Land Use	Ability of the alternative to provide consistency with adopted transportation and land use plans
	Ability of the alternative to avoid incompatible land use
	Ability for the alternative to be approved by the Grand Junction Regional Airport
	Ability of the alternative to improve access to existing and planned community resources (parks, churches, schools)
Community and Environment	Ability of the alternative to minimize impacts on community resources (parks, churches, schools)
	Relative property impacts based on potential right-of-way needs
	Ability of the alternative to access local and regional recreational facilities
	Ability of the alternative to avoid, minimize, and mitigate impacts on environmental resources: <ul style="list-style-type: none"> <li>■ Noise</li> <li>■ Wetlands and waters of the US</li> <li>■ Potential threatened and endangered species habitat</li> <li>■ Previously identified and potential historic sites</li> </ul>
Implementability	Potential major utility impacts
	Relative construction cost estimate (for comparison only)



# APPENDIX A

## Level I Screening Matrix









## APPENDIX B

# Resource Agency Coordination Summary











# APPENDIX C

## Public Comments





## Public Meeting #1 Summary of Comments

The first public meeting for the 29 Road Interchange at I-70 Planning and Environmental Linkages (PEL) Study was held on February 28, 2019 at the Faith Heights Church in Grand Junction. This meeting was held from 4:00 – 6:00 PM in an open house format, with no formal presentation. Attendees were invited to learn about the study and give input regarding existing conditions. Approximately 125 members of the public attended the meeting.

To advertise the meeting, a postcard mailer was sent to nearly 3,000 property owners in the area, a news release was sent to the project email list and local media outlets, advertised on KREX news, and local agency partners distributed information on their websites, to their email list serves, and through social media.

Following is a summary of comments submitted from the beginning of the project through March 31, 2019. Comments were compiled from various sources, including those submitted via email and the project web page surrounding the meeting, and on comment forms and project team member notepads during the meeting.

### **Do you agree with the draft project Purpose and Need elements? What do you think the purpose of a new 29 Road interchange and any other transportation improvements recommended by this study should be?**

#### **Project Support**

- I agree with the draft project purpose and need elements.
- I am in favor of building an interstate interchange at 29 Road. Let's build it!
- Build it.
- It is a needed change.
- Please complete this project. It has been needed for years.
- I definitely agree! This project is LONG OVERDUE. We need a new connection to I-70.
- I'm not opposed to it.
- I'm excited by the potential for improved convenience of access, not only to I-70 but also for sidewalks, bike paths along 29 Road.
- Yes. Yes. Widen and streamline 29 Road.
- Overall, I think a new interchange would be positive and help with access and traffic flow.
- I'd like to see it happen soon!
- Get it done.
- Hope project moves forward.

- Build it and people will travel more effective.
- It looks very promising — have to see how the plans develop.
- After attending the Public Meeting #1 Overview, it was educational to learn the master plan of the intersection project. Having lived in Grand Junction my entire life, it is a project that is desperately needed and a long time coming. Knowing that funding is always a major hurdle, it should be made clear to the parties involved for the funding options how important this project is to the future of the Grand Junction area and the positive impact it will have for future growth and economic development.
- We need this interchange. It's right in the middle of Grand Junction and would make it so much more convenient get to North Avenue to get to Orchard Mesa to get to Highway 50. I vote Yes to a 29 Road interchange.
- The need for a route connecting I-70 to Highway 50 has been an existence since the 60's. This project has been begged for for decades. At this point, with the eastern side of Grand Junction needing revitalization before it totally dries up, the need for 29 Road connection with I-70 is even more crucial. Completion of a 29 Road connection with I-70 will bring much need commerce into the area, increased tourism traffic, increased consumers headed towards points south on Hwy 50 and more efficient traffic flow north and south. Please do everything possible to make this long needed addition a reality.
- I am very excited that planning has FINALLY commenced for the 29 Road link to I-70! I live on the south side of Patterson just west of 29 Road, and I work on Horizon Drive. Turning left into heavy traffic on Patterson Road every day is difficult and dangerous! It would make life so much easier and less stressful if I could turn right onto Patterson and then left at the traffic light on 29 Road and be able to access I-70 to get to work on Horizon Drive. I wish this had been done decades ago!
- I like the idea of a 29 Road interchange at I-70 as long as residents who live in that area have all their concerns addressed. Growth is inevitable in our valley and access to 6 & 50 to Delta via 29 Road would be a boon to many. Along with other pro reasons for the development, I would hope it might bring more interest in revitalizing North Avenue east of 12th Street by having more business interest in that area. Right now it seems to be the forgotten child in the city.
- What a relief to receive a card in the mail about the 29 Road Interchange with I-70. This 29 Road and I-70 interchange has been sorely needed by the citizens of Mesa County and ALL TRAVELERS needing direct access from I-70 & 29 Road to Fruitvale, North Avenue, the Walmart area shopping, Orchard Mesa, and of course, Hwy 50 south to Delta/Montrose and beyond. Frankly, I'm very surprised that this project was not completed at least fifteen years ago! It's been obvious that this is a NEEDED exit from I-70 to service many thousands of locals and visitors to the Western Slope. With its completion, the use of the bridge on 29 Road over the Colorado River will see the increased use for which it was built. After completion, the savings in time, fuel, and yes, patience, would be HUGE. We cannot say strongly enough that this project should be put on the fast-track much sooner than later.
- I fully support the proposed 29 Road interchange. If approved, it will not only provide an additional link to I-70, but encourage economic growth. Businesses can take advantage of the undeveloped land north of the interstate paving way for future growth for the city. As a resident

who has to get around through Patterson Road to access I-70 via the business loop, having a 29 Road interchange would help me reduce 10 minutes of travel time. Furthermore, even after the construction of the 29 Road interchange, I presume the majority of commuters traveling west from Palisade will frequently still use the I-70B Clifton exit as a means to reach Highway 50. However, commuters traveling east from Horizon Drive in addition to many residents and tourists coming from GJ regional airport, will realize the benefit of a direct route to Hwy 50 from 29 Road interchange, which saves travel time, instead of long way detours via Hwy 50 GJ exit, or I-70B Clifton exit.

- Agree - would improve Matchett Park & Rec Center access off I-70 and take pressure off Patterson Road and Horizon Drive.
- It would reduce traffic on Horizon Drive and 27 ½ Road and provide direct access to I-70B and Highway 50.
- The city of Grand Junction needs to prepare for its future growth and transportation is key to that overall need. We know the city will continue to grow. We don't know where the millions of people living on our three coasts who will be displaced as the seas rise will want to live but all inland cities like Grand Junction need to prepare. So my take is that the purpose of the new 29 Road Interchange must be to prepare for increased volumes of transportation. I commend the results of this study.
- To save energy moving traffic from point A to point B. Today we burn a tremendous amount of energy. Stop and go. Example: before when we stopped at a stop light and we wanted to turn right we had to wait for the light to turn green. Now we can turn right on red.
- The existing conditions seem to strongly confirm the need for the project. The potential issues, if any, are not immediately obvious to a layman like me.
- As our airport connects with more cities directly the traffic volumes in and out of the airport will grow rapidly. Several main arteries are already stressed with airport traffic and the new road into the airport is an essential need. This new airport artery is a brilliant addition and is a tribute to those who proposed it.

## Residential Impact Concerns

### **Traffic Impacts**

- What is projected increase of highway traffic count on 29 Road south North Avenue? There is a lot of residential impact. Access to Hwy 50 is already available on Exit 37.
- Looks like traffic on N. 29 Road (north of F 1/2 Road) will increase from 500 to 26,000 cars per day. Residents off Brodick Road will not be able to get out of their neighborhood and onto 29 Road with this amount of cars. There is no other way (at this time) to get out of this neighborhood. Cars at stop signs at F 1/2 Road would also have a tough time trying to get onto 29 Road.
- When the interchange is in, the area to the north will expand causing a lot of truck traffic on the residential area of 29 Road.
- Concern that this project will bring increased traffic to the area where people are walking in the neighborhoods.

- It is going to cause too much noise.
- Noise will be an issue.
- We have a house on 29 1/2 Road. It is a nice country road where people enjoy the quiet and walk their dogs. I'm concerned what new traffic and noise impact might be with the new interchange and would like to see the traffic study impact to include 29 1/2 Road. Thanks.
- Some impact from extra traffic but I think we can live with it.
- I heard comments from other attendees regarding traffic and noise — increased traffic, more noise. The project will affect 29 Road residences.
- I already know that I cannot stop this project, but needs to have some way to slow people down also. Too many people use it as a race track to get to the desert already.

#### ***Right of Way***

- I would like to know if/how much they plan to widen the street? We have a gravel area in front of our house that I am sure they are going to take some of it for this project.
- Concern regarding the amount of room 29 Road improvements would require and encroachment into yards.
- Will 29 Road be widened onto my property? Will there be barriers put up for traffic noise?

#### ***Property Values***

- I was wondering if there will be any study on the impact of residential property values for the homes in the study area.
- As a property owner who backs up to 29 Road I have a serious concern in regards to the loss of value to a home I have owned for 20+ years. What is the plan to compensate those who will lose value with the increase in traffic?

#### ***Multiple Concerns/Other***

- I question the need for this project given that the Clifton exit is 2 miles or so east and also connects directly to Hwy 50. I appreciate what's been built so far on 29 Road, but if it's designed to be a major thoroughfare why wasn't it designed to be a 4-lane road rather than 2 lanes? From Patterson north to I-70 I don't see how it's possible to have 4 lanes and so you have a high volume of traffic, including trucks, going through a 2 lane residential area. I know this has been in the planning stages for a number of years, but I don't see that you've done any planning for what the effects of this project might be for residents along 29 Road. Unless I get much better information I'm opposed to this project.
- Living on 29 Road, I would like to see more about what is being done to protect my home value, sound issues, traffic coming through my front yard, etc.
- I think it makes sense but living on 29 Road makes me very nervous.
- I feel that there is no consideration for residents who want a quiet neighborhood to live and raise children.
- An interchange will bring thieves, vandals and transients into the neighborhoods along 29 Road.

### Please share your thoughts regarding existing conditions and/or issues in the project study area.

- I live near [info redacted] Patterson and Partee, one block from 29 Road and I have been waiting years for this project that started at Highway 50 to be finished. I look forward to this being completed. Traffic on my residential street has been impacted only because traffic cannot turn east onto Patterson without going to the 29 Road exit so they make a u-turn on Partee. Please take into account the amount of traffic on 29 Road and change the light for north and south traffic so that it stays green longer. That actually needs to occur now.
- Patterson very busy. 29 Road moderately busy. Project long overdue.
- Has the new residential area east of 29 Road been considered?

### School Concerns

- I am concerned about the school that is on 29 Road. My house faces 29 Road and my address looks like it would have a 29 Road address. I would like to make sure there are going to be sidewalks from at least the school to Patterson Road. I see kids walking on the street all the time and I am afraid someone is going to get ran over.
- I was unable to make the public meeting, but I am concerned about the volume of traffic and the effect on subdivisions along 29 Road. Most subdivisions do not have a second exit onto Patterson. In the morning and afternoon the traffic is very congested with parents shuttling their children to the Charter school near the canal. It is very difficult during those time to enter 29 Road. When the traffic accessing I-70 is added to this school traffic it will be impossible for the residents to access 29 Road and Patterson. Some can access Patterson via Partee, but trying to turn left without a stop light is very hazardous. I have lived on Bonito for over 50 years and am very concerned about the large increase in traffic. When I walk my dog in the morning or afternoon during the school start/end time I cannot cross 29 Road on foot.
- What's planned for Brodick Way which is across from Independence Academy? It's already difficult to get onto 29 Road from Brodick Way during school drop off and pick up time and then to add traffic from I-70 could make it next to impossible to get onto 29 Road.
- Worried about school traffic.
- Concerned about excessive speed, especially with school.
- Many folks commented on the school and kids and traffic. However, have heard from others that only two kids currently walk to school.
- The school will fight school property acquisition.
- Right now we need sidewalks all the way to Patterson Road. The road needs to be repaired and more turn lane space put in at Patterson Road to accommodate the school traffic.
- We own a house on Darla Drive and are against a 29 Road interchange at I-70. Why would you want to put an interchange to I-70 in a residential area and on a road where two schools are located? The traffic on 29 Road is already bad in the morning and afternoon when school starts and finishes.

## What suggestions do you have regarding a new 29 Road interchange at I-70?

### Bicycle and Pedestrian Accommodations

- At the public open house meeting on February 28, it was mentioned that as part of this proposed development 29 Road would be expanded to five lane from Patterson Road to I-70. This road would also include bike lanes "and/or" a detached paved multi-modal trail. I put "and/or" in quotes because I wasn't able to catch if the plan was for a detached trail and bike lanes, or just one or the other. It's very possible that this hasn't even been determined yet. I'd like to provide the perspective of a long time local cyclist [affiliated with Mesa County Bicycling Alliance]: The users of a detached trail are not the same group of cyclists who prefer a bike lane, and in fact, due the speed differential, are actually incompatible. Detached trails attract slower moving traffic, commonly including walkers and children, while more experienced utility and recreation cyclists much prefer bike lanes due to the increased safety at intersections and the ability to travel more quickly (also bike lanes tend to be better maintained, but that's another story). Given that this project includes a frontage road on the north side of I-70 that connects to H Road at the airport, I anticipate that this portion of 29 Road will be very popular with utility and recreation cyclists. It will allow cyclists in the eastern part of Grand Junction to much more easily go to and from norther Grand Junction and the farm roads in the Fruita area. Therefore, I strongly recommend that both bike lanes and detached (or attached) paved multi-modal trails be included in the design for 29 Road, and that at least bike lanes be included for the entire length of the frontage road that accesses H Road. Thank you.
- Will there be any projection/recommendations for increased public transportation and safe bike lanes in the study area?
- Hope it includes bike lanes.
- Keep bike lanes on 29 Road, keep the bike lanes south or north clean.
- I would welcome the 29 Road interchange IF it includes pedestrian and bicycle amenities/improvements. Right now it is deplorable!!
- Hikers, bikers, and school children need walkways, paths, and accommodations.

### School-related Improvements

- Pedestrian improvements/bicycle access for schools. Particularly if traffic will increase due to the interchange.
- Need light at school intersection.
- Need turn lane to accommodate school traffic, when they get out in the afternoon.
- Today the traffic from Independence Academy and Walnut Estates have a conflict at the intersection with 29 Road. We need a stoplight/turn signal, and sidewalks.

### 29 Road Improvements within the Study Area

- Stoppages and slow down on 29 Road need to be minimized. 29 Road should be planned as a 5 lane road and all necessary easements obtained even if only 3 lanes are initially built. The study should make sure the existing property owners along 29 Road are dealt with fairly.

- Need to widen 29 Road. Should lessen Patterson Road traffic.
- Need to widen 29 Road.
- Link it to H Road and airport.
- 29 Road will need traffic calming elements (like Horizon) and lower speed limits.
- Largest concern for 29 Road being calmed and lower speed (30-35 mph).
- No roundabouts please those things are confusing and dangerous!

#### Other

- Hopefully the final design and improvements will not impinge on the Grand Valley Power Facility, including the solar farm.
- Build it and they will come.
- Be sure to prepare for a huge volume of truck, auto and bus traffic. I believe the volume will be greater than anticipated.
- Like every proposal there will be those who oppose it and will seek cutbacks. If forced to make some cutbacks I strongly suggest that the new airport road must not be cut. I also suggest that rather than cut any part of the proposal it would be better to stretch out the construction time frame because every part of it is needed.

### General suggestions and comments

#### 29 Road Improvements Outside of the Study Area

- I just want to know if 29 Road will be 4 laned all the way through to Highway 50? If that's not part of the plan, you are only asking for increased disaster. As somebody that drives 29 Road every day, there are major issues when it transitions from four lanes to two lanes at the Riverside and 29 Road intersection. During heavy volume times of transit traffic 29 Road can be backed up from the Riverside intersection all the way to the 6 and 50 overpass. Has anyone actually gone out and done a study on the amount of vehicles that utilize 29 Road on the southern end? I believe it could be a huge asset to Mesa County if it's done properly. Thank you for all your time and energy and effort being put into this matter.
- First, why not finish 29 Road (4-lane) from D Road to Highway 50? Second, 4 lane 29 Road from North Avenue to Patterson Road. Third, finish 29 Road, 4 lane from Patterson including an interchange. You should not start at I-70 and go to Patterson Road will contribute massively to more congestion on the whole length of 29 Road.

#### Improve Other Roadways

- The same type of planning was done for North Avenue. Stage 1 of that project was supposed to address issues that were at the top of the list of most importance... being traffic congestion, speeding, installation of bike lanes.... And after millions were spent, all we got was an oversized sidewalk and some plants. Now not only is North Avenue as unsafe as it was before, but now the sidewalk is unsafe as well. I have been hit by people racing down the sidewalk while I was walking....and cars now zoom off North Avenue into and out of business parking lots...without a



care as they cut across the sidewalk. This project has not reduced the speeds, or the congestion, or given more access with bike lanes to get students and citizens out of cars and onto bikes in the heart of the city.... So why would this new 29 Road be any different.... follow up and fix the failed project on North Avenue, then I would give this new project my blessing to move forward.

- G Road should be 5 laned from Hwy 6 & 50 all the way to 29 Road. We badly need another east - west corridor.
- Simply widen 29 Road and build a frontage road to Horizon Drive utilizing the existing 29 Road/I-70 Bridge. No exit is necessary. Just build "G" Road or one frontage road to connect Horizon Drive to Clifton. Make I-70 a toll road from DeBeque to Utah and build up enough money to pay cash for the improvements. Privatize I-70 and allow tolls. Reduce traffic on Patterson Road – it's already too much!
- A lot of interest in seeing F 1/2 Road completed through to the east and west.
- Issues with no connection across F ½ Road to the east. Would like sub-divide property, but can't without that.
- Why don't you expand the current interchanges of 32 Road and 24 Road to truck traffic and make those 4 lane roads. They are already in place and would cause the taxpayers a lot less to upgrade. (D Road to Highway 50) and all 24 Road.
- Freight from Utah to Denver, going to Delta and Montrose can easily use 32 Road interchange. Why isn't 32 Road completed (4-lane) from D Road to Highway 50?
- Need road repair, sidewalks to Patterson Road.
- The interchange will add to the congestion that already exists on Patterson Road. Your study said 11,800 cars/day below Patterson on 29 Road.
- Why are improvements/paving upgrades being completed on Riverside when 29 Road is such a mess?

### Zoning and Commercial Development

- Multiple comments have been made regarding future commercial zoning south of the interstate adjacent to the residential zoning.
- Please make certain, wherever possible, that future development minimizes non-arid tolerant landscaping. The Colorado River is already oversubscribed.
- Concerned about commercial development at interchange.
- I would like to see all commercial zoning north of I-70; not south of I-70 close to school and neighborhoods. We don't want gas stations, etc. in this area.
- Sewer and water and utilities to the proposed commercial development are a key problem.
- I can't see the need for an interchange. It will only benefit business above I-70, without the necessary roads to Highway 50.

### Cost and Funding

- How much funding is now approved and designated for this interchange from the Fed. Hwy. Trans. and CO. Trans. departments? What is the plan to get this money approved for construction? What is the timeframe for getting this money? Thank you.
- The study appears fairly complete — you have touched on numerous areas of concern. Just didn't hear anything about COST!!
- I feel that this project will cost taxpayers millions at the expense of the current residents of the area.
- Who will pay for the interchange and improvements to 29 Road to US 50?

### Public Involvement

- Info share was good at the meeting. Will continue to follow progress of development.
- Very informative and helpful to talk to people involved in it.
- If you do another meeting have oral presentations along with a "map browsing" line. Your last meeting was too confusing and crowded. Give some handout copies of the proposal. The last meeting would have been more informative with handouts. If this proposal is needed you need to do a better job of selling it.
- A separate meeting for residents impacted.

### Other

- You don't really care what we think!!
- Some items which need studied are: 1) Why is this interchange needed? 2) How is this to be funded? A public vote? 3) Will noise and light pollution be controlled? 4) How will traffic from proposed schools, community center, and residents be incorporated? 5) Where will people go who exit the new 29 Road interchange?











**29 Road Interchange at I-70 Planning and Environmental Linkages Study**

- 29 Road Interchange at I-70 Planning and Environmental Linkages Study
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- 29 Road Interchange at I-70 Planning and Environmental Linkages Study

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## Summary of Comments Received Between Public Meetings #1 and #2

Following is a summary of comments submitted via email and the project web page from April 1, 2019 through May 27, 2020.

### Comments

#### Project Support

- The Grand Junction Regional Airport needs another airport access point.
- When evaluating interstate exit configurations the team should consider the possible distraction of the landing lights from planes as they approach runway end 29. A diamond might be less distraction for drivers than any circular patterns like a cloverleaf.
- I am all for the completion of the project, been hoping it will start soon.
- The sooner, the better!

#### Project Opposition

- Really bad idea. Simple. Won't get used that much because the way Highway 50 is angled. Think about it.
- The 29 Road access is simply going to dump more traffic on Patterson Road, and will not serve to reduce congestion along that corridor. Additionally, the county needs to spend less time and money on this unneeded corridor, and more money cleaning up the self created trash dumps scattered throughout the valley. Doing so would make it a much more pleasant area in which to live and improve the existing traffic corridors that are already in place but not traveled due to the poor condition of the neighborhoods. For example, North Avenue is a fine traffic corridor, and if the city and county would conduct "in fill" practices and redevelopment in the areas from 30 Road to 28 Road, perhaps the traffic wouldn't be so heavy and condensed elsewhere in the valley. Instead, they continue to over develop around the mall creating terrible congestion. Ditto for Patterson Road. How about a fix and expansion of 1st Street from Patterson to North? How about an expansion of G Road from Horizon Drive to 22 Road?

#### Property Impacts

- The concept plans of the interchange that show the proposed locations of the on/off ramps indicate that the location of the east-bound onramp going through an existing Grand Valley Power electrical substation. The relocation of this substation is not feasible, and the onramp will need to be located farther west to avoid this parcel.
- I understand we really do need an interchange on 29 Rd. If you look up my address on G Rd, you'll see that there is a two lane street in front of my house. I do NOT want G Rd to become a busier thoroughfare as in putting G Rd through to 30 Rd. We don't have sidewalks here and this area is a well known walking loop due to the lack of traffic around here. Plus, my house was built in 1947 and is much closer to the street. Not to mention that I'm one of the few people around here that



is still on septic. Widening the street will inevitably get into my leach field. Oh, and I can't tap into the city sewer system because it doesn't come down the street this far. The last I was told from the city is that if my septic system is affected, I will have to pay the city to bring the sewer down and have to pay to tap in as well (which will obviously bankrupt me and I'll lose the house. Period. So, if the street is widened, does that mean I'll be bought out for the project? Also, based on the initial interchange design, it shows that the end of the e/b acceleration ramp goes behind my house. I think the noise and additional traffic will be absolutely unbearable. I have more issues, but I figure this is a good start. Many thanks for your time.

## Public Meeting #2 Summary of Comments

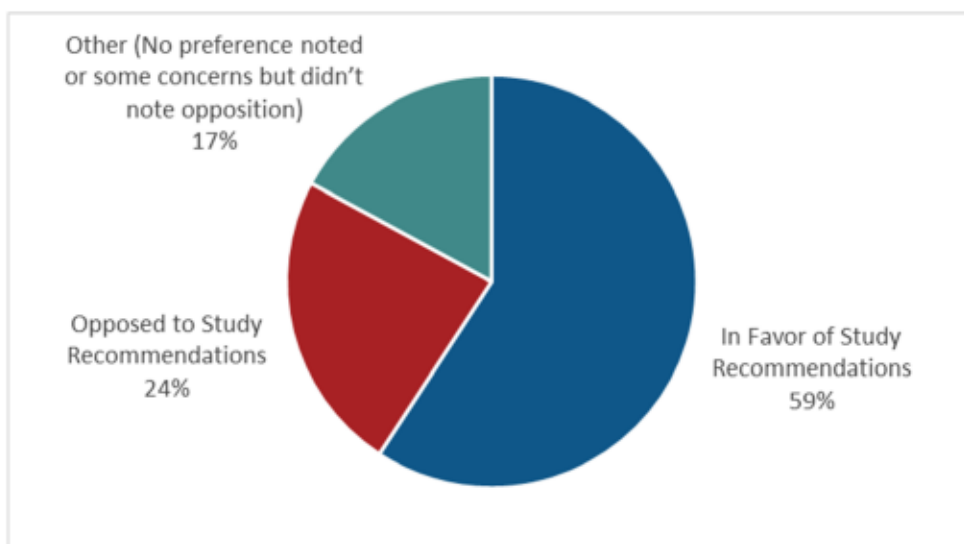
The second public meeting for the 29 Road Interchange at I-70 Planning and Environmental Linkages (PEL) Study was held online to provide a safe, convenient way for community members to engage during the COVID-19 pandemic. The goal of this public engagement point was to provide an update regarding the study progress and obtain public feedback regarding the draft study recommendations.

A video containing public meeting graphic displays was posted to the project web page for a three week-long comment period (August 6 – 27, 2020). During this timeframe, the video was viewed 575 times. The video provided a study overview, described the alternatives developed and the alternatives evaluation process, presented the draft study recommendations, and outlined next steps. The video will remain on the project web page and continues to garner views.

Voiceover narration provided an easy way for people to watch and/or listen, and each graphic “slide” of the video had the narration text written on the side of the screen for those who are hearing impaired or would prefer to read the summary. For those without internet access, hard copies of the graphics and on-screen text were available at the Mesa County Central Services Building for pick-up, along with printed comment forms. Viewers were invited to comment on the draft recommendations through the project web page’s comment form.

This public engagement opportunity was advertised through an email blast to the project mailing list, news release to encourage TV and print media coverage, and City of Grand Junction and Mesa County communication channels. The County advertised on their social media accounts and blog, sent messages to newsletter subscribers, and made the invitation to participate a spotlight feature on their home page.

Following is a listing of comments submitted through the project web page and emails during the public comment period of August 6 – 27, 2020, organized by the requested subjects and general themes. Of the 76 people submitting comments, the majority of commenters were in favor of the study recommendations, as seen in the sentiment analysis pie chart.



## Please provide feedback regarding the alternatives development and evaluation.

- I support the addition of access to I-70 from 29 Road.
- I agree the 29 Road interchange is the best option.
- I primarily agree with the I-70/29 Road Interchange option.
- We have always been for the 29 Road Interchange. We believe it is much needed as our population grows.
- I'm glad the evaluation shows the value of a new interchange at 29 or 30 Road. This will be a welcome change.
- A North - South corridor is already in place with the 29 Road bridge over the Colorado River and the Union Pacific rail corridor. Alternative 2 is the only reasonable solution from a cost standpoint and functionality. Alternatives 1, 3 and 4 are unreasonable.
- The process seems reasonable although it has taken forever.
- Anything to lighten the traffic on 27 1/2 Road between Patterson and Horizon Dr. Drivers have a hard time trying to enter 27 1/2 Road from our subdivisions and with a round about going in on 27 1/2 Road and G Road it's going to get worse.
- Thank you for providing it to us to see the thought process.
- The video only covered the process.....not the potential positives and negatives. This is like asking people to comment on a new movie...based only on a video of how they hired the actors. There is nothing there to give feedback on.
- I don't see any of the alternatives as viable.
- Will any of the improvements identified in Alternative 1 be pursued further to make access improved from the airport to 29 Road other than on I-70? Once upon a few reviews ago, the modeling indicated that lanes would needed to be added to I-70 between Horizon Drive and a 29 Road interchange. Is that still the case or did something change?
- I attended the February 2019 public meeting. I have read the information on this site, and I watched the accompanying video. The discussion seems to be just about which of the two alternatives to proceed with, not why any such improvement is really necessary. The planners seem to be prioritizing potential "economic growth" over liveable communities, and the rapid transportation of motorized vehicles over people. There isn't any discussion of the non-quantifiable costs involved, such as degradation of the quality of the affected neighborhoods. Making Grand Junction into a less liveable community will have adverse economic costs as well. Haven't you people learned anything from the mistakes made in places like Denver? Further, in regard to this process, I find it condescending that the City and County would simply say to us 'here are your two choices, decide' without honestly considering the option of not building an interchange at all. It has the appearance that the City and County are determined to spend the money no matter what the public says.

- I am writing you to voice my concerns about the 29 Road I-70 Interchange project. I have been familiarizing myself with the plans and would like to know more about the process and timeline and why you feel this interchange is needed. My concerns and issues are as follows:
  - » Has a study or assessment been made to show the necessity and impacts of this project? Do the benefits outweigh the negative impacts and the cost?
  - » Where's the funding? The scale of the project will require extensive funds.
- Based on our observations, adding an interchange at either location would alleviate a lot of traffic currently going through 27 1/2, Patterson, and G Road. That would help traffic in those areas considerably.

**Do you agree with the study's recommended alternative? Please provide comments regarding both alternatives below.**

**Carried Forward, Recommended: New I-70/29 Road Interchange with North Connection (including 29 Road improvements between I-70 and Patterson Road)**

**Benefits/In Favor**

- Yes, a new I-70 interchange is needed.
- I agree with the 29 Road option. I work on 29 1/2 Road but have to use the interstate to get to and from work every day. This improvement would be wonderful as I have to access the interstate through Clifton or Horizon at this time. I would much rather be able to go down 29 Road.
- I agree this is a real necessity in Grand Junction. There is so much traffic congestion on Patterson Road during peak travel times. I live in the north east part of town and have always wished for a 29 Road exit to and from the interstate.
- I think this project will provide an essential North South connection to I-70 between 32 Road and Horizon Drive. This is vital to relieve future traffic circulation issues on the main East West roadways such as Patterson Road and North Avenue.
- Agree.
- I think this would be great. It would be nice to have a connection to I-70 between Horizon and Clifton.
- Yes, we agree with this recommendation.
- Agree with this I-70/29 road interchange this makes the most sense and least intrusive changes.
- Go for it!! Long overdue!
- I believe that this would be the best plan.
- I am very supportive of this measure to move forward as an additional option to connect with I-70 and even the airport and future expansion as it may happen for this area.
- Great idea - congestion in and around North Avenue is affecting safety of motorists and pedestrians.
- I agree and look forward to the completion of this project. It is one long in coming, to be sure.

- This drive route option not only provides another good access to the airport but it serves as a route for handling internal access for those centrally located between Clifton and Horizon drive. It also provides a good access point for commercial vehicles to North Avenue and even the industrial zone south of North Avenue and near 29 Road. The four quadrants surrounding the I-70 entrance/exit points on both sides will provide for additional commercial and vendor operations.
- I have lived in the 29 Road north Grand Junction area for the last 15+ years and have longed for the 29 Road/I-70 interchange. It is a much needed connection to I-70 that would help alleviate a lot of traffic from East Grand Junction to the Mall area along Patterson/F Road. It's not beneficial for a large population between 28 1/2 Road and 31 Road to use the Clifton I-70 interchange or the Horizon I-70 interchange for getting across town. You might as well stay on F Road. This will change that. Plus it will give a quick exit to the east and also complete the loop south from I-70 to Hwy 50.
- Our family feels this proposed exit/interchange would help to alleviate the excessive traffic congestion that plagues Grand Junction. Hopefully, as alluded to, this would be the first of other implemented solutions to assist with traffic flow.
- Yes. I think the interchange with I-70 and 29 Road is essential.
- Yes the I-70/29 Road Interchange is needed. Concentrated traffic at Horizon Drive and 32 Road lead to excess traffic, noise, pollution and accidents.
- Looks like the best choice for a much needed I-70 interchange. Plan looks good from the interstate to Patterson but what about the connection at Highway 50? It will have a big impact on that neighborhood.
- I just moved here from Denver and this is the first I have heard about it, but I support making this area more accessible.
- 29 Road is an artery of our community. Connecting it to I-70 would greatly benefit our community. A must.
- I would be in favor of going forward with the 29 Road interchange and would vote to fund this if it came up in an election ballot measure. I am in favor of this option.
- Please get this project started. This is the most direct way for persons travelling from Orchard Mesa to get to the Interstate. Even though I don't live there, it will take the burden off of Horizon Drive.
- Long overdue! please build it now.
- Yes. This really needs to be done!
- Agree. Alternate of adding an exit at 29 Road makes the most sense and will making getting across the valley much easier. Often trips from north west Grand Junction to Orchard Mesa are difficult. Transportation in the region could benefit from increased use of I-70 and adding this exit will help that.
- Yes, the recommended alternative sounds good. An interchange at 29 Road would be awesome! This is what this area of town needs to make the freeway easier to access.
- If are going to build it, this one is probably preferable.

- Yes build ASAP. Having access to future Matchett Park will be extremely beneficial.
- Yes, I agree with this alternative. It will provide excellent access to many points in the city.
- I'm so happy that this is finally happening!!!! We've needed this for more than 15 years.
- Great job on this presentation. We welcome this project! We live near 29 Road and Patterson, and through this means more traffic in our area, we thoroughly agree with the need for "better" traffic flow in the greater GJ area! The 29 Road interchange with I-70 will provide a tremendous benefit to our area. (Plus...if you can arrange for a Cracker Barrel Restaurant to be placed near the new interchange, then life will be good!! May capitalism do its work!) Again - great job, everyone! Your hard work is appreciated.
- I have reviewed the attached update and watched the short video. I am highly in favor of the proposed 29 Road interchange to connect with I-70.
- It seems like this one was preferred because of an already determined preference. It makes sense to choose this option for many reasons.
- I agree with the recommended alternative.
- Although I live off 29 Road, and the result will mean more traffic going past, I think this is the best choice given the fact that the road goes all the way to I-70 already.
- I have wanted an I-70/29 Road Interchange for decades! I wish it had been done years ago!
- I think that the I-70/29 Road Interchange is long overdue. It should also help reduce the congestion on Patterson.
- As a 20 year resident of Darla Jean subdivision I support this project. This project is long overdue.
- I agree that 29 Road is the better option.
- Yes it would be nice, but have 30 Road would be great as well.
- I like using 29 Road when I go into town, from Whitewater, and this would also be the most direct route off of I-70 for truckers either going East on Hwy 50 or coming into town from Hwy 50 Delta/Montrose to get onto I-70. This always seemed like an unfinished project after the river bridge was put in at 29 Road.
- Seems to be the best option.
- The 29 Road interchange seems to be the absolute logical choice. 29 Road already runs from Hwy 50 all the way to Patterson Road and above, which would make the interchange a straight through access point across the valley. I-70/29 Road is a much better choice than 30 Road. It also would have much less impact on residents that are located on those two roads. To minimize impact on local residents, 29 Road is the best choice.
- If I read the slides correctly, one of the reasons for not recommending the midpoint interchange is because it would need to be designated a truck route. What kind of truck traffic is anticipated? Is 29 Road currently designated a truck route? If it were signed a truck route from the state highways at either end, does that imply CDOT ownership or responsibility? Also, truck route designation seems to be in conflict with the stated goal of improving pedestrian and bicycle access, especially given the school in close proximity to the new interchange and the designated school walking routes for the neighborhood.

- The I-70/29 Road interchange has long been needed to relieve congestion on Patterson and facilitate east west traffic in GJ. Sooner the better, traffic congestion continues to grow on Patterson Avenue.

### Concerns or Opposed

- This will cause too much traffic on 29 Road. I live on Texas and it is difficult to make a left hand turn on 29 Road during rush hour. Also nobody stops on 29 Road when children are walking home. Several times I have seen them run across the 29 Road on the crosswalk because cars are not stopping. With any type of big truck traffic or increased road use this is a nightmare.
- Too much noise, increase air pollution in a higher populated area.
- I am not in favor of this recommendation. The impact on the communities along 29 Road would be subject to noise, traffic congestion and possibly property damage. We enjoy the quiet of our neighborhood.
- I disagree.
- I am greatly worried about the added traffic on 29 Road. I ride my bike along this road extensively to commute to work, and see this proposed change as a huge hinderance to this activity. 30 Road already appears to be set up for additional traffic, at least up to F 3/4 road. It is unclear from your presentation why this alternative was eliminated. It appears to be better developed, wider, and less of an impact on owner properties. 29 Road has numerous homes right on the proposed improvements. I am thinking particularly of the home on corner of 29 and F 1/2 and the homes off of Bonito and Hermosa. This seems to be an added expense to the project that using 30 Road would not incur.
- No, there isn't any funding for it and it is not necessary. If you want to improve the traffic into Grand Junction, put a concrete wall along the south side of I-70 between Clifton exit and pull out before Palisade. It's someone's special interest.
- My concern is the amount of traffic south of Patterson as trucks and large vehicles use this to access Hwy 50. There should be a weight limit south of Patterson so these don't use the 29 Road bridge.
- It seems that the City of Grand Junction continues to not listen to its residents and taxpayers. The need to link I-70 to Hwy 50 is done by Hwy 141 which does not go through residential neighborhoods (or school zones) and is better equipped to handle heavy traffic, is maintained by the state and offers easy access to fuel stations and food for travelers and truckers. Risking the safety of children and residents for a truck route that is not needed should not be a priority for the Grand Valley.
- I live near 29 Road and it sounds dreadful, there's too much traffic on Patterson at this time, and 29 is a narrow road, I like the idea of 30 Road much better as it spreads it out.
- We live on 29 Road. We are both 80 years old and have a reverse mortgage. If we are put out of our home we would have no place to live. My husband is on oxygen and all that extra traffic fouling the air would be very bad for his lungs. Another consideration is the school on 29 Road. Traffic is backed up for blocks as there are no school buses for the 300 students.
- No, I disagree.

- The proposed route along 29 Road between I-70 and Hwy 50 would cut off approximately 3 miles compared to the existing route at 32 Road. It is not a good idea to put a truck route through 29 Road. Near the north end you are cutting through neighborhoods that will be negatively impacted such a route. There are neighborhoods close to 29 Road along much of its route that will be negatively impacted by the increased truck traffic. It would be no faster than the existing route on 32 Road because of the reduced speeds on 29 Road. There are four schools within about a quarter mile of 29 Road. A truck route is not appropriate. I must ask who exactly in Grand Junction is going to benefit from further carving up the city with major roads. Only the land owners on I-70. Shame on you if you really think this is what Grand Junction needs.
- While at first I thought this would be a good thing when I realized traffic on 29 Road would go from 500 to 26,000 vehicles a day I realized this will threaten the neighborhoods on either side of 29 Road. Noise, traffic, pollution and a reduction of walk-able neighborhoods are the main downsides to this project. Not to mention wasting taxpayer funds on a project that is a duplication of current access. The 32 Road exit is much better suited to carry the type of commercial traffic to Highway 50. Also, the Horizon Drive exit which is one and half miles west and already has accommodations for travelers in place. Plus after a dismal year of Covid it seems important to support the business on Horizon Drive and continue the support in the upcoming years. Considering the above factors there is no real need to have 29 Road connect to Highway 50, 32 Road already does that quite nicely and it is 4 lanes with several center turn lanes. 29 Road presently does not have these features in place, which will either require widening or result in bumper to bumper traffic from I-70 all the way to Highway 50. When coming from the west, the I-70 business loop provides direct access to Highway 50. So, why do the city/Mesa Co. want to do this project? Is it the possibility that the land at the 29 Road and I-70 junction could profit the city and or county? I understand that public budgets are squeezed right now, but is sacrificing the comfort and safety of the local citizenry the right way to resolve the present shortfall? 29 Road with one lane in each direction and a single turn lane will never be able to handle this much traffic. Children going to and from Nisley Elementary School and Bookcliff Middle school will need pedestrian crossings which will make timing of lights to facilitate traffic flow impossible. God help anyone that trying exit their neighborhood and turn across traffic, or trust thier kids to walk back and forth from school safely. Putting several large truck stops off the I-70 interchange will mean 29 Road will become the main throughfare to access highway 50. I'm not sure the people that live along 29 Road are comfortable with a lot more truck traffic in their area. Presently the people north of Patterson on 29 Road have a quiet existence, which will disappear once this project is built. Truck stops in winter are noisy pollution filled areas as truckers' idle engines all night to stay warm and keep engines from freezing up. This project is a solution in search of a problem. There already are 2+ ways to access Highway 50, 32 Road in Clifton is a mere 3 miles to the east. Horizon Blvd to the west is only 1 1/2 miles to the west. This project is total duplication! brought on by access to free federal highway funds. The city professes to want to help Horizon Blvd businesses, but what do they think this will do to traffic and business along that corridor? Scrap this project, it's not needed and will ruin the neighborhoods along 29 Road forever. Total waste of taxpayer money.
- I do not agree with the proposal for the New I-70/29 Road interchange. I do not want huge commercial trucks driving through our neighborhood along with all the other traffic it will bring. We have two schools on 29 Road and it will not be safe for the children to walk or ride their bikes on 29 Road anymore. The amount of noise and pollution it will bring is heavily underestimated. I



live on a corner of 29 Road and I believe my property value will go down. It definitely won't go up. I think the city should improve the existing interchanges.

- The traffic exiting I-70 will have nowhere to go increasing traffic on Patterson. I do not want I-70 traffic any closer. Patterson and 29 Road are already over used. The I-70 exit is not necessary.
- Why spend millions of dollars on a unnecessary interchange in a residential neighborhood with schools next to 29 road. Putting an interchange will increase unnecessary traffic, reduce safety measures for our children, and cause chaos for all. During the school year, school traffic is backed up on 29 Road north of Patterson from Independence Academy Charter school entrance completely to F Road between 7:30-8:30am and between 3:30-4:30pm. This school does not offer a bussing system, therefore children who attend this school from pre-K to 8th grade must be dropped off and picked up by a private vehicle. This school has roughly 500 students, plus staff members. There are several bus stops along the way of 29 Road north of Patterson. Bussing systems to other elementary, middle and high schools will temporarily delay traffic as well. Safety is always a concern in my eyes. I feel like I currently live in a safe neighborhood, with minimal noise. With an interchange brings transients, out of towners and others unfamiliar with the area. With there being two schools on 29 Road, it would be very easy for a child to be abducted from a school play yard or a bus stop and the criminal will hop on the interstate and never be seen again with OUR children. There are several bus stops along the way of 29 Road, children who also walk to and from school daily on a safe path, will deem no longer safe if this interchange is built. I live off 29 Road, there is no reason why another interchange need built with one 3 miles East and 3 miles West of us. It does not take very much extra time to access these, my husband and I both work in Fruita and we do not want this. Truckers have simple access from the interchange off 32 Road to Highway 50, no need to build an alternative route. It is undesirable to bring commercial trucks in our neighborhoods. There is no extra room on 29 Road for these truckers to pull over for a flat tire or to map a route. Most of our neighborhood side streets are not large enough to allow these large 18 wheelers who are lost, to allow for them to turn around in a cul-de-sac. We need to focus our money elsewhere on updating roads and interchanges instead of building a new one that is not sensible. If I wanted to live next to an interstate interchange, I would have bought elsewhere. Our children are our priority, and for parents to not feel safe letting their kids walk or ride their bike to school, play in the neighborhood, or even enjoy an evening stroll is not fair to us.
- This alternative is not acceptable. It would be highly disruptive to communities between Patterson Road and I-70 and would adversely affect all of the communities along the entire length of 29 Road. The increased traffic on 29 Road would effectively divide the city between east and west (more than it already is). We've all watched eastern Grand Junction deteriorate over the last few decades, this would only hasten the process.

### **Carried Forward, Not Recommended: New Midpoint Interchange with North Connection (including 30 Road improvements between I-70 and Patterson Road)**

#### **Benefits/In Favor**

- 30 Road needs improvement whether or not there is a midpoint interchange.
- Given the negative impacts and issues of putting an I-70 interchange at 29 Road, the Midpoint Interchange Alternative should continue to be considered. 29 Road is close to Horizon Drive.

- I am located very close to 29 Road and Patterson. I already hear traffic at night and would prefer for it not to become louder. Also concerned with future business growth in that area which could play into further air pollution and noise. I live in a newer subdivision and was not aware of these plans 10 years ago when I bought the property. Therefore I am in favor of moving this to 30 Road which happens to be where I lived prior to my last move. There are less homes in that area and it is a short distance from I-70B and I-70 to impact less area.
- Having this option midway between horizon and the business loop exits makes a lot of sense. Perhaps it didn't get selected because there seems to be an already established bias for 29 Road. Perhaps they should be compared more equitably without the bias for 29 Road.
- We prefer this option as safer for the community considering the proximity to schools on 29 Road.
- This would be appreciated to assist with positive traffic flow in this specific area.
- Definitely needed.
- I would like to see improvement on 30 Road and create an intersection. This would be a great idea.

#### **Concerns or Opposed**

- This just doesn't seem as convenient, and after watching the video, it looks more impactful.
- The location of 30 Road doesn't make sense to invest this type of funding because it doesn't connect to I-50/regional traffic and has much more residential neighborhoods along it than 29 Road.
- I do not believe that this would help anything at all.
- Not nearly effective as a 29 Road interchange.
- I agree this isn't a good alternative.
- No, again, it's someone's special interest.
- This is a dumb idea. Why is it even considered?
- The 30 Road option does not make sense to me, as it does not offer a direct route between I-70 and Hwy 50/Orchard Mesa.
- This would make 30 Road and I-70B even more dangerous.
- No.
- Do not add 30 Road at this time.
- I-70/29 Road Interchange much better location.
- Unnecessary.
- This is a viable consideration, but I agree that 29 Road makes more sense.
- This looks like it would be added costs to continue 30 Road to I-70.
- This would be dumb. 29 Road already has a straight shot to I-70. 29 road needs improvement from Patterson to G road. West Side walks are non-existent from F to F ¼.

- The 29 corridor makes more sense.
- Not the best choice. Would entail having to cross connect with other roadways instead of the straight through ability of 29 Road.
- I do not agree with this proposal either.
- I am not advocating for a 30 Road interchange, particularly with the lack of infrastructure along 30 Road for peds and bikes and all of the back out driveways. I am curious about the implication of providing improved access to BLM recreation lands north of I 70. Does this mean consideration of the north frontage road improvements beyond the existing?
- Like the 29 Road alternative, this project is not desirable for the same reasons.

**Please provide input, issues, or concerns that should be considered as the project moves forward with the next phases of project development.**

- No concerns. The sooner this can happen, the better!
- Please make improvements to 29 Road now. It's dangerous for kids going to schools. Improve 29 to the canal today! A frontage road to Horizon may be useful.
- Development continues along Patterson further dumping traffic on this busy road. Get this done and move up the priority!

**Intersection Treatments**

- No more roundabouts.
- No stinking roundabouts!
- No roundabouts!!
- I have a concern about roundabouts. Would prefer a center turn lane.
- I suggest a roundabout at Patterson and 29 Road. And reduced speed limits on North Avenue from 29 Road to 1st Street.
- There are already 11 stop lights between F Road and eastbound Highway 50. Please consider roundabouts for additional intersections. They are much more efficient.
- I am a bit concerned about the right in, right out portion.
- I would not recommend right in right out in the intersections as this would be a traffic nightmare during school hours and heavy traffic. Northbound traffic attempting to turn right in to Darla Jean would have to yield and be backed up all the way to Patterson.
- Please, for the love of God, make the turn light when you are going east on Patterson and turning north on 29 Road a little longer during school days! You are lucky to get 3 cars through, and there is so much traffic trying to get to the school. I know it needs to be controlled, but I find it ridiculous that the 3rd car is racing through the light when it changes. Please have someone look at that. There has to be a way to get another couple cars through at least. Thank you for letting me voice my one gripe! Thank you for all you guys are doing.

- Insure that you make enough turn lanes for Orchard and Patterson due to more people using that route.
- Please don't be overly creative and find ways to short the budget by not having all 4 on/off ramps like the 29 Road bridge at I-70 Business Loop, or lane switch overs...

### Improvements to 29 Road South of Patterson

- If the recommended I-70/29 Road interchange is going to be implemented, we should consider improvements to the intersections of 29 and North Avenue too. There is a Walgreens and post office on that intersection and a Walmart nearby-- increased traffic would most likely utilize those stores more and the parking lot entrances/exits should not interfere with traffic flow. The same goes for the Safeway on Patterson & 29 Road. Bike lane/path improvement should be integrated into the project, especially since the Bike Path is cut off by 29 Road. there should be a safe alternative to biking on 29 Road to connect to Unawep or C 1/2 Road to eventually get to Eagle Rim Park or Colonias Park to join the bike path again. If the project improving 29 Road is going to increase traffic, we should consider a bike path bridge over 29th and extension of the path along the river to those parks.
- If this alternative is selected, there should be improvements to 29 Road thru to Hwy 50. I can see where this new interchange would provide a straight route from I-70 to Hwy 50 and would increase the traffic south of Patterson by a large amount. Perhaps closing some intersections such as Pinyon and 29 Road would be in order.
- Lane additions will be needed from Patterson to the North Avenue to accommodate the traffic. Having one lane from Patterson to North Avenue is already taxing, especially with two schools (i.e. Bookcliff and Nisley) traffic and with the expected increase of traffic from this proposal would need to be accounted for.
- Careful development of businesses at Hwy 50 and reduce impact on the homes there from noise and increased safety issues.
- The project needs to address 29 Road from Hwy 50 to River Road, increase to 4 lanes. 29 Road between Patterson and North needs to increase to 4 lanes. Consideration should be given to both left and right turn lanes. Right turn lanes are so important to keep traffic moving. The whole of 29 Road should be 4 lanes minimum.
- Traffic should be limited south of Patterson and over the 29 Road bridge. This interchange will increase the volume and size of traffic linking I-70 and Hwy 50.
- Considering traffic going south towards Montrose, as well as the south side of the city/Orchard Mesa, are the 2 lanes between Patterson and North Ave enough for estimated traffic? My concern is that it will get congested through there, especially around Orchard Avenue, where I have seen young children walking to go to school (Bookcliff Middle and Nisley Elementary). I realize it's not possible to add lanes there due to existing homes, I'm just curious if that area has been evaluated for safety in regards to possible congestion.

### Property and/or Neighborhood Impacts

- Find a way to appease the residents along 29 Road north of F Road. They will have the greatest opposition to this project because of traffic and noise.

- As a resident of the area I believe creating five lanes between Patterson Road and the proposed Interstate Exchange would cause many problems for all residents that border 29 Road. The entire strip on both sides of 29 Road is residential. Several streets have only one outlet which is to 29 Road. Then there is Independence Academy. Twice a day traffic backs up as parents line up to drop off and pick up students. 29 Road should only be widened to three lanes. If the county wants a five lane access, they should widen 24 Road where only commercial and agricultural properties line the road. Thank you.
- How is road widening going to happen by canal and new home shelter? Residents from I-70 south will lose sidewalks and yards thru area.
- Concerns are the Safety of our children and anyone walking or riding their bikes on 29 Road. The heavy traffic, noise and making our neighborhood not a safe and inviting place to live anymore. Our property values going down. I do not want to lose any acreage on my property because of this.
- Just how much all that road construction is going to effect people's commutes. I know there isn't much that can be done about that... But my step kids go to Independence Academy, and that is already a s\*\*\* show to get in and out of. So I hope it can all be done as smoothly as possible....
- I am concerned about the amount of traffic that will result from this project. When school is in session it is hard to enter 29 Road from a side street in the morning and afternoon, Also, it is a problem for neighborhoods that do not have another exit access other than 29 Road.

#### School/Pedestrian/Bicyclist Safety

- Definitely needs to allow safe walking and biking routes.
- I am also worried about pedestrian travel. 29 Road has needed some major improvements for pedestrians for years, especially for children who go to the two schools along that road. If this interchange is not done on 29 road, do you have plans to at least address biking and pedestrian needs along this road?
- Please consider the impact on the schools, shopping and churches in the 29 Road area with the increase of traffic. Right now the kids can walk to Nisley Elementary or Bookcliff Middle schools safely. There is also considerable pedestrian traffic along 29 Road due to the low income and homeless housing units where the residents don't have transportation available.
- Will these road improvements present a danger to citizens especially children?
- There is a school on 29 Road, North of Patterson, Independence Academy and I worry about sending additional traffic through a school zone. The concern is for the children, but also for traffic getting backed in the morning and after school during drop off and pick up times.

#### Environmental Considerations

- The video did not really touch on the environmental factors. Are there any, such as, migration patterns for birds, etc. it would negatively impact?
- Please keep in mind irrigation and drainage (stormwater and irrigation) issues during the planning and design process. Some say that drainage improvements along the 29 Road corridor have been delayed until 29 Road is improved. Also, there are Palisade Irrigation District underground pipelines on both sides of 29 Road in various locations as well as irrigation crossings.

- With continued drought in the region, will tree/shrub planters be wide enough to support long term health? And will tree species that are more adaptive be installed? CSU Extension no longer recommend planting ash trees. What does CPW think, does this impact any wildlife?

### Multiple Topics

- I live on Hermosa Court, just off 29 Road and these are my comments about developing 29 Road access to Interstate 70. It's a bad idea for the neighborhoods east and west of 29 Road which already have enough problems from traffic and noise especially during morning/evening rush hour during the week and also weekends and holidays when people are taking their ORVs out to the desert. One of my questions is: who really wants this road expanded? I haven't heard a single citizen, especially from this neighborhood clamoring for this. Are there any people other than city planners who want this? There should be a public vote before we spend millions of dollars and endure years of road construction. Speaking of expansion, the PEL says you will reduce the 29 Road cross-section from 110' to 90'. Funneling all the traffic coming from North Avenue/Patterson I-70 together onto a smaller road, and adding the City's favorite traffic feature - roundabouts, will only make the congestion worse and increases the chance of accidents. Another question is where are you going to get the money from? You have not identified any funding and this project will be very expensive. Federal, state and local budgets will be severely impacted for the next few years because of Coronavirus. Matchett Park should be completed first before any 29 Road to I-70 development. Why do you need another north/south road in this area? Your PEL document says there is a need for one, but you haven't given any reasons why this is necessary. The 32 Road access to I-70 is only 3 miles away and it's in a commercial zone with wider roads that can accommodate faster speeds. That access also better serves Orchard Mesa East out to Whitewater and Delta. From 27 1/2 Road to Horizon Drive better serves that west neighborhoods with access to I-70 and is about the same distance as any 29 Road access. The PEL document says that 29 road access will enable land use north of I-70 but it doesn't really detail what those uses will be. Housing and businesses are not going to be built north of I-70 near 29 Road. Recreation? Most of the recreation resources are East towards Palisade and Grand Mesa area or west towards Fruita and the BookCliffs and the National Monument. Under PEL goals it says you want to enhance "multimodal travel" which I'm guessing means bikes and walking but it seems like you're also trying to encourage more commercial truck travel on 29 Road given reasons listed on the PEL screening matrix. Who wants to walk/bike on 29 Road next to big trucks barreling up and down it? And where would people walk/bike to? If people want to walk or bike anywhere it would be towards the west towards Matchett Park or south towards North Avenue. Lastly, under your screening matrix, you didn't provide any proof of why 29 Road to I-70 is a good idea. All you did is say any other route is not acceptable.
- As a resident in one of the subdivisions off of 29 Road there are numerous concerns I have with this development:
  - » Safety. There are two schools on 29 Road and bus stops. Within the past couple of years several children have been hit (or nearly hit) either crossing the street to/from their school or while getting off the school bus. Increased non-local traffic will only increase the likelihood of more unfortunate accidents and increased frustration of drivers that will come off the interstate into school zones.
  - » Home values. As a resident I am very concerned about the effect an interchange will have on home values. Placing an interchange/truck route in a residential neighborhood would

undoubtedly decrease home values with the increased traffic, noise, pollution and a decreased neighborhood feel.

- » Traffic. While the intent is to help travelers get to where they need to be, I believe it will have the opposite effect for those who routinely use 29 Road. If you have ever driven 29 Road during dropoff or pick up time for the schools you would know that traffic becomes backed up onto Patterson Road or nearly to F ½ Road. For example, I was driving home last week and it took 10 minutes from me to get to Patterson Road to my street which is less than half a mile from Patterson Road. I believe the interchange would cause an increase in this traffic problem as cars would be forced to bottleneck at the Patterson and 29 Road intersection where widening the road appears problematic. While you may argue that this interchange would help with the school traffic, I don't believe it would, and it is not a tradeoff that most parents would want, safety comes first.
  - » Funding. In the last election, funding for the 29 Road Interchange was voted down. It would be fiscally irresponsible for the local government to prioritize funding on 29 Road to accommodate an interchange when there are many roads that are not in good repair throughout the city that could use those funds. We are still in a global pandemic that will have crippling economic effects for years to come resulting in budget cuts and reduced tax revenue, conservative spending should be adhered to.
  - » Development. In the article that was published in The Sentinel, it mentions the need for the Interchange for the development north of I70 off 29 Road. North of I70 is minimally used BLM land (primarily by OHVs), airport property and some private land along the frontage road. Overall it is a rather barren wasteland, and I have a hard time buying that there is going to be economic development that will benefit the community. It was also cited in the article that it would be beneficial for the development of Matchett Park, which was also voted down in the last election.
- As a concerned community member my hope is that due diligence has been done in selecting this project. Have any of the below alternatives been considered?
    - » Upgrade the existing interchanges.
    - » Fix the roundabouts on Horizon Drive to accommodate truck traffic.
    - » Focus attention on more pedestrian and bicycling facilities. I would like to clear up the meaning of my comment about more pedestrian and bicycling facilities. I was speaking of more of these facilities for the entire valley, not 29 Road specifically.
    - » If you proceed with the project here are some of the negative impacts and concerns.
      - Some concerns for 29 Road that have been stated are the negative impact on new and old neighborhoods and the two schools and a church.
      - This project will have effects on the environment and wildlife in the area.
      - Children's safety. There are two schools on 29 Road. Other safety issues including walkers, District 51 buses, etc.
      - It's undesirable to bring commercial truck traffic by neighborhoods. Neighborhoods will be dealing with noise and light pollution, air quality issues

and congestion. Their quality of life will change dramatically. What concessions do you usually make for this kind of traffic for the neighborhoods?

- Our community has a great feel, sense of community and a small town flavor. Developments put that culture at risk. It's important to be smart and thoughtful with growth. This project has the potential to change the character of Grand Junction that many in the community value.
  - Having a canal close to the interstate causes more issues and expense.
  - Our priorities should be the maintenance and safety of I-70 and our local roads.
  - Grand Valley Power's substation and solar farm southeast corner of 29 Road bridge over I-70.
  - Significant overhead power and communication lines along 29 Road.
  - Changes to canal may require hydraulic modelling for the channel.
- As for details:
    - » F½ intersection could use of roundabout or a light. Noting the volume of traffic for the Independence Academy (and having family who attend there), I would suggest a traffic light. A roundabout would potentially be too congestive during morning and afternoon pickups making F½ westbound entrance difficult.
    - » Brodick Way is a very sticky wicket making the solution most difficult. Virtually all westbound traffic in the morning turns south bound. Many a kind north bound soul stops and yields to a few cars turning, but this then backs up the north bound I.A. traffic flow. Having a light here may be too close to the F½ light and a roundabout may also be too congestive. Obviously, traffic flows from that subdivision will increase with growth. A light may allow for a better traffic pulse.
    - » The amount of landfill for the Northwest portion of 29 Road. near Bonita is massive, and I often ponder this as I drive by.
    - » The private land impact would appear to be less than another options, thus, making this the best option, right?
    - » I totally concur with the 5 lane plan where possible. This will definitely aid in traffic flow.
    - » The bike lanes would be most helpful in the overall connectivity flow of the valley.
    - » Life Academy's school start and traffic flow seems to be synced differently with Independence Academy, but I'm sure those who attend there would have a better view of the congestion issues.
    - » With the increase in residential homes in this area, this interchange is a welcomed addition easing cross town movement. Currently, I sometimes back track to Clifton interchange in order to avoid traffic congestion on Patterson.
    - » Thank you for all the hard work and perseverance. As noted, this is a very needful and vital project for our community.



## Please provide general suggestions and comments regarding this study

### General Support

- Fully support - looking forward to getting it done.
- Please get it done sooner than later! It's been long awaited.
- Great plan using a corridor that is almost all there anyway.
- I would like to see this project move forward as quickly as possible.
- Been looking forward to this for a long time. The area of town around 29 Road needs this boost, and it is one the area has been waiting on for a long time.
- Would like to see progress soon and expected it long ago.
- This interchange is needed. As someone who drives to Rifle and Denver on a regular basis, would make access to I-70 much closer, and keep me off Patterson Road, which continues to grow with traffic as the valley grows.

### Project Not Needed/Should Direct Funds to Other Things

- This did not really address need. Bottom line before the investment is made is how will this improve the lives of County and City citizens. I don't think it will. Will cause more through traffic from 50 to I 70. We want people to stop and stay awhile, and spend money, not speed through town. Also what is this planned development north of I-70. Have not heard of any plans.
- I was under opinion voters said NO in 2019 election, what had changed?
- Project is a solution in search of a problem. Nobody wants it, nobody needs it. The voters spoke. Why can't you listen to them? This project is unneeded and unwanted, and will end up as our small version of the Embarcadero Freeway in San Francisco or the Alaskan Way Viaduct in Seattle. What money the City does have is much better spent elsewhere. Use the money allocated for this slick study to actually do something needed, like improving access to the growing residential area north of I-70 or segregated bike lanes.
- As alluded to above, the basic premise for pursuing this project is flawed and counterproductive. The City of GJ and Mesa County are proposing to sacrifice the liveability of communities all along 29 Road and elsewhere in the City in exchange "growth". Such economic growth is not assured and any that does occur will be trivial compared to the loss of quality of life in Grand Junction. At the public meeting in 2019, representatives from the City admitted that traffic going to and from Hwy 50 and I-70 will continue to use Hwy 50 on the west and Hwy 141 on the east, so this project would do little to improve such connectivity. Instead, it will just funnel local traffic into the 29 Road corridor. It'll just split the city in half and accomplish nothing. From the perspective of the City of GJ as a whole, not just from the viewpoint of a few business interests, this is a terrible idea. The thinking seems to be that improving motorized vehicle traffic flow, even through neighborhoods, is a desirable goal in and of itself. Why? Why is it worth making communities less hospitable, noisier, even less walkable, and dangerous for children just so others can drive to I-70 three minutes quicker? The thinking needs to be about what is best for the city as a whole, not just what is most convenient for a few drivers. Cities are made of people, not cars.

- This project was put to the voters in 2019 and they rejected it. Let it die already. Quit paying consultants money to tell the City and County only what they want to hear and start listening to the people who live here and will be adversely affected by this project.
- No, it's another special interest for the city/county. Place that infrastructure money into new city snow removal, snow plows, shop personnel, drivers. Patch the pot holes on I-70 business loop, Patterson and North Avenue. Tearing up 29 Road and I-70 is a boondoggle and will cause traffic noise and air pollution to established housing. The infrastructure money can be spent on schools. It should be spent there on health and safety. 2018 group labeled it transportation. In 2018, the group was probably considering the river front project, colon river recreation, bosai, and all the tourists they would attract! Lol now, we have Covid, and there will be something else, so put the money into winter equipment. Supplies, labor, and the concrete fence.

#### Improvement Suggestions Outside Study Area

- Personally I have been in this valley for 38 yrs and I have often wondered why many of our North/South roads are not connected to I-70 and I-70B automatically. I don't think they should be in just a few locations otherwise traffic congestion, noise and air pollution are unavoidable. Frontage roads along both highways can accommodate directing traffic to on and off ramps. Our current frontage roads are confusing as some don't continue the length of the highways so there is a lot of stops and starts. Thank goodness we do have the 29 Road bridge to 6 & 50 as that was long overdue. Thanks for allowing input.

#### Other

- Thank you for the presentation and the opportunity to respond and give input.
- Need to provide a more detailed map.
- Graphic on p 23 is miss labeled. F 1/4 is labeled as Music. Music is one street north.
- CDOT is worthless and they cannot manage highways to save themselves whatsoever. Look at how they manage the roads between GJ and Delta and GJ and Palisade. If we have to rely on CDOT engineers then we are screwed (i.e. highways described above are the example). We need reliable engineers to provide a meaningful design.



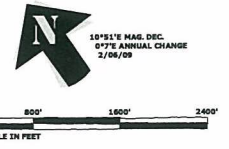
## APPENDIX D

# North Airport Local Roadway Connection Concept



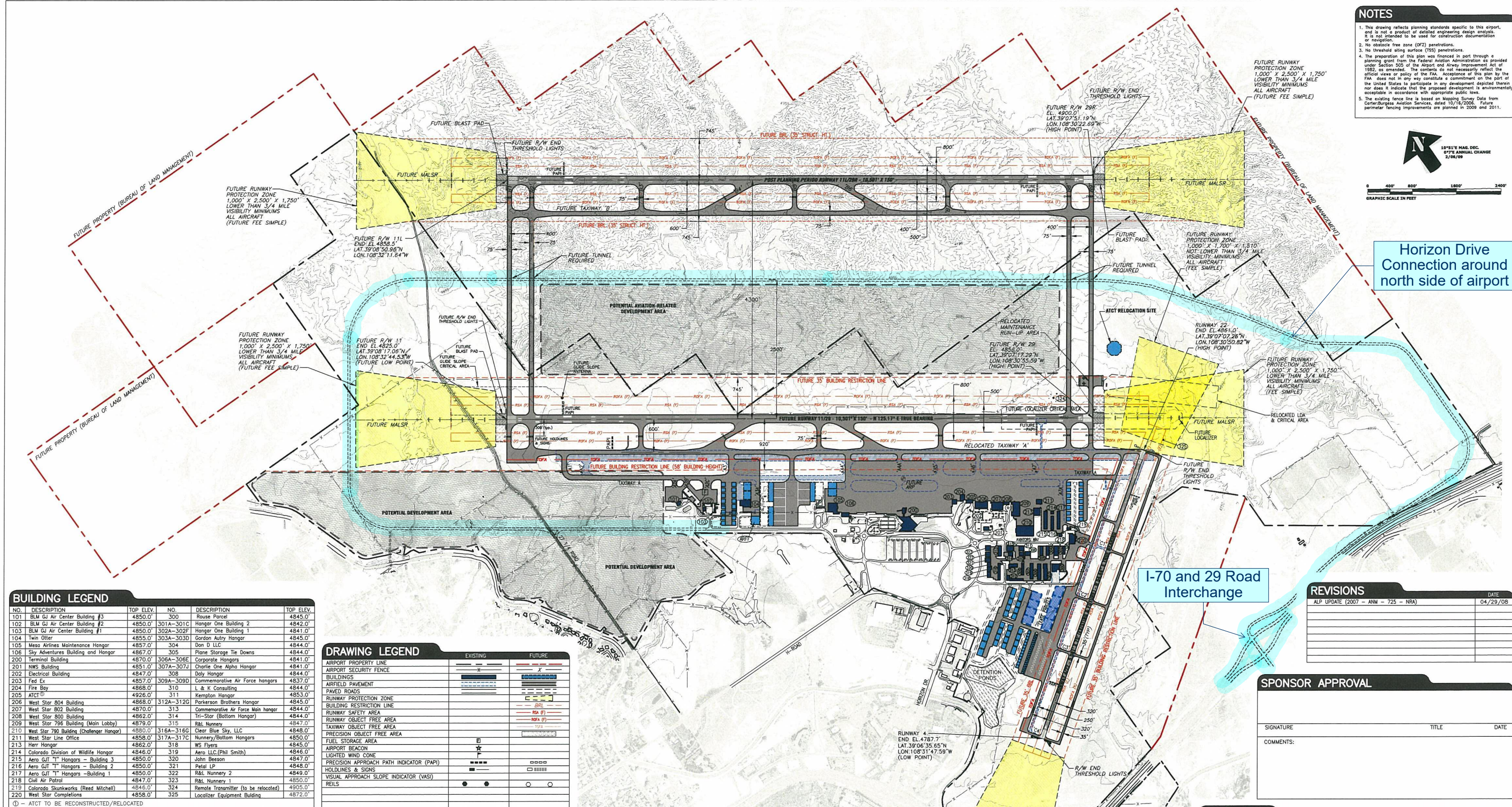
**NOTES**

- The drawing reflects planning standards specific to this airport, and is not a product of detailed engineering design analysis. It is not intended to be used for construction documentation or final design.
- No obstacle free zone (OFZ) penetrations.
- No threshold lighting surface (TSS) penetrations.
- The preparation of this plan was financed in part through a planning grant from the Federal Aviation Administration as provided under Section 553 of the Airport and Airway Improvement Act of 1982, as amended. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this plan by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted thereon nor does it indicate that the proposed development is environmentally acceptable in accordance with applicable public law.
- The existing fence line is based on Mapping Survey Data from Carter/Burgess Aviation Services, dated 10/16/2006. Future perimeter fencing improvements are planned in 2009 and 2011.



Horizon Drive Connection around north side of airport

I-70 and 29 Road Interchange



**BUILDING LEGEND**

NO.	DESCRIPTION	TOP ELEV.	NO.	DESCRIPTION	TOP ELEV.
101	BLM GJ Air Center Building #3	4850.0'	300	Rouse Parcel	4845.0'
102	BLM GJ Air Center Building #2	4850.0'	301A-301C	Hanger One Building 2	4842.0'
103	BLM GJ Air Center Building #1	4850.0'	302A-302F	Hanger One Building 1	4841.0'
104	Twir Otter	4855.0'	303A-303D	Gordon Autry Hangar	4845.0'
105	Mesa Airlines Maintenance Hangar	4837.0'	304	Don O LLC	4844.0'
106	Sky Adventures Building and Hangar	4867.0'	305	Plane Storage Tie Downs	4844.0'
200	Terminal Building	4870.0'	306A-306E	Corporate Hangars	4841.0'
201	NWS Building	4851.0'	307A-307J	Charlie One Alpha Hangar	4841.0'
202	Electrical Building	4847.0'	308	Dolly Hangar	4844.0'
203	Fed Ex	4857.0'	309A-309D	Commemorative Air Force hangars	4837.0'
204	Fire Bay	4868.0'	310	L & K Consulting	4844.0'
205	ATCT	4926.0'	311	Kempston Hangar	4853.0'
206	West Star 804 Building	4868.0'	312A-312G	Parkerson Brothers Hangar	4845.0'
207	West Star 802 Building	4870.0'	313	Commemorative Air Force Main hangar	4844.0'
208	West Star 800 Building	4862.0'	314	Tri-Star (Bottom Hangar)	4844.0'
209	West Star 796 Building (Main Lobby)	4879.0'	315	R&L Nunery	4847.0'
210	West Star 782 Building (Challenger Hangar)	4850.0'	316A-316G	Clear Blue Sky, LLC	4848.0'
211	West Star Line Office	4858.0'	317A-317C	Nunery/Bottom Hangars	4850.0'
213	Herr Hangar	4862.0'	318	WS Flyers	4845.0'
214	Colorado Division of Wildlife Hangar	4846.0'	319	Aero LLC (Phil Smith)	4846.0'
215	Aero GJT "T" Hangars - Building 3	4850.0'	320	John Beeson	4847.0'
216	Aero GJT "T" Hangars - Building 2	4850.0'	321	Petal LP	4848.0'
217	Aero GJT "T" Hangars - Building 1	4850.0'	322	R&L Nunery 2	4849.0'
218	Civil Air Patrol	4847.0'	323	R&L Nunery 1	4850.0'
219	Colorado Skunkworks (Reed Mitchell)	4846.0'	324	Remote Transmitter (to be relocated)	4905.0'
220	West Star Composites	4858.0'	325	Localizer Equipment Building	4872.0'

① - ATCT to be RECONSTRUCTED/RELOCATED

**DRAWING LEGEND**

	EXISTING	FUTURE
AIRPORT PROPERTY LINE	---	---
AIRPORT SECURITY FENCE	---	---
BUILDINGS	---	---
AIRFIELD PAVEMENT	---	---
PAVED ROADS	---	---
RUNWAY PROTECTION ZONE	---	---
BUILDING RESTRICTION LINE	---	---
RUNWAY SAFETY AREA	---	---
RUNWAY OBJECT FREE AREA	---	---
TAXIWAY OBJECT FREE AREA	---	---
PRECISION OBJECT FREE AREA	---	---
FUEL STORAGE AREA	---	---
AIRPORT BEACON	---	---
LIGHTED WIND CONE	---	---
PRECISION APPROACH PATH INDICATOR (PAPI)	---	---
HOLDLINES & SIGNS	---	---
VISUAL APPROACH SLOPE INDICATOR (VASI)	---	---
REILS	---	---

**RUNWAY DATA**

ITEM	RUNWAY 11/29		RUNWAY 04/22		POST PLANNING PERIOD RUNWAY 11L/29R	
	EXISTING	FUTURE	EXISTING	FUTURE	EXISTING	FUTURE
APPROACH VISIBILITY MINIMUMS	1/2 MILE/1 MILE	1/2 MILE/1/2 MILE	1/2 MILE/1/2 MILE	1/2 MILE/1/2 MILE	1/2 MILE/1/2 MILE	1/2 MILE/1/2 MILE
PART 77 APPROACH TYPE	PRECISION/NON-PRECISION	PRECISION/PRECISION	VISUAL/VISUAL	NON-PRECISION/NON-PRECISION	N/A	PRECISION/PRECISION
PART 77 APPROACH SLOPES	50:1/50:1	SAME	20:1/20:1	SAME	N/A	50:1/50:1
RUNWAY LENGTH & WIDTH	10,501' x 150'	SAME	5,501' x 75'	SAME	N/A	10,501' x 150'
PAVEMENT TYPE	ASPHALT	SAME	ASPHALT	SAME	N/A	ASPHALT
PAVEMENT STRENGTH (X 1,000 LBS.)	110 SW/180 DW/260 DT	SAME	26 SW/26 DW	SAME	N/A	110 SW/180 DW/260 DT
RUNWAY LIGHTING	HIR	SAME	MIRL	SAME	N/A	HIRL
RUNWAY MARKING	PRECISION	SAME	VISUAL	NON-PRECISION	N/A	PRECISION
NAVIGATIONAL AIDS (ELECTRONIC)	CAT I ILS/LDA/GPS	CAT I ILS/WAAS LPV	N/A	GPS	N/A	CAT I ILS, GPS
VISUAL AIDS (LIGHTING)	PAPI, RVR, MALS/R, VASI, REIL	SAME/RALS/R	PAPI, REIL/REIL	PAPI, REIL/PAPI, REIL	N/A	MALS, RVR/MALS, RVR
AIRPORT REFERENCE CODE	D-III	D-IV	B-II	SAME	N/A	D-IV
EFFECTIVE GRADIENT % (PER AVIATION DATA SHEET)	0.36%	0.29%	1.3%	SAME	N/A	0.40%
MAXIMUM GRADIENT	1.13%	0.29%	1.37%	SAME	N/A	0.40%
LINE OF SIGHT	CRITERIA MET	SAME	CRITERIA MET	SAME	N/A	CRITERIA MET
RUNWAY END COORDINATES (NAD 83)	LAT 39°08'05.89"N / LONG 108°32'39.62"W	LAT 39°08'17.06"N / LONG 108°32'44.53"W	LAT 39°06'35.65"N / LONG 108°31'47.59"W	LAT 39°07'28.13"N / LONG 108°31'38.75"W	LAT 39°07'51.19"N / LONG 108°32'22.69"W	LAT 39°07'51.19"N / LONG 108°32'22.69"W
RUNWAY END ELEVATION (NAVD 88)	4822.9' / 4861.4'	4825.0' / 4856.0'	4787.7' / 4861.0'	SAME	N/A	4858.5' / 4900.0'
RUNWAY HIGH/LOW POINT ELEVATION	4861.4' / 4822.9'	4854.0' / 4825.0'	4861.0' / 4787.7'	SAME	N/A	4900.0' / 4858.5'
TOUCHDOWN ZONE ELEVATION (TDZE)	4833.0' / 4861.4'	4833.0' / 4856.0'	4825.0' / 4861.0'	SAME	N/A	4900.0'
RWY SAFETY AREA WIDTH	500'	SAME	150'	SAME	N/A	500'
RWY SAFETY AREA BEYOND R/W END	1000' / 1000'	SAME	300' / 300'	SAME	N/A	1000' / 1000'

**AIRPORT DATA**

LOCATION - COUNTY	EXISTING	FUTURE
	MESA	SAME
TOWNSHIP/RANGE	T.1 NORTH/R.1 EAST	SAME
AIRPORT ELEVATION (AMSL) NAVD 88	4861.0'	4900.0'
AIRPORT REFERENCE POINT (ARP) NAD 83	LAT 39°07'20.69"N / LONG 108°31'36.25"W	LAT 39°07'28.13"N / LONG 108°31'38.75"W
AIRPORT REFERENCE CODE	D-III(11/29)/B-IV(22)	D-IV/SAME
NPSA SERVICE LEVEL/ROLE	COMM. SERVICE	SAME
MEAN MAX. TEMPERATURE (HOTTEST MONTH)	92.1°F	SAME
AIRPORT & TERMINAL NAVAIDS	BEACON	ALL EXISTING PLUS R/W 11L/29R - LS MALS/R, RVR 20 - LS MALS/R, RVR 20 - LS MALS/R, RVR 20 - LS MALS/R
CRITICAL AIRCRAFT (11/29)	CRJ-200/B-727-300	B-757
WINGSPAN (FEET)	66.6/108	124.8
UNDERCARRIAGE WIDTH (FEET)	10.4/19	24
APPROACH SPEED	141/138	135
MAXIMUM TAKE-OFF WEIGHT (LBS.)	53,000/209,500	255,000
CRITICAL AIRCRAFT (4/22)	CITATION 550	SAME
WINGSPAN (FEET)	52.2	SAME
UNDERCARRIAGE WIDTH (FEET)	12.6	SAME
APPROACH SPEED	112	SAME
MAXIMUM TAKE-OFF WEIGHT (LBS.)	14,800	SAME

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ALP UPDATE (2007 - ANM - 725 - NRA)	04/29/08

**SPONSOR APPROVAL**

SIGNATURE	TITLE	DATE

COMMENTS:

**GRAND JUNCTION REGIONAL AIRPORT**  
GRAND JUNCTION, COLORADO

Figure F2 | **AIRPORT LAYOUT PLAN FUTURE**

**Barnard Dunkelberg & Company**

DATE: NOV 2009  
SCALE: 1" = 800'  
SHEET NO. F.5

TULSA  
1558 East 15th Street  
Tulsa, Oklahoma 74120  
918.585.8844  
 DENVER  
1743 Wazee Street, Suite 400  
Denver, Colorado 80202  
303.626.8844



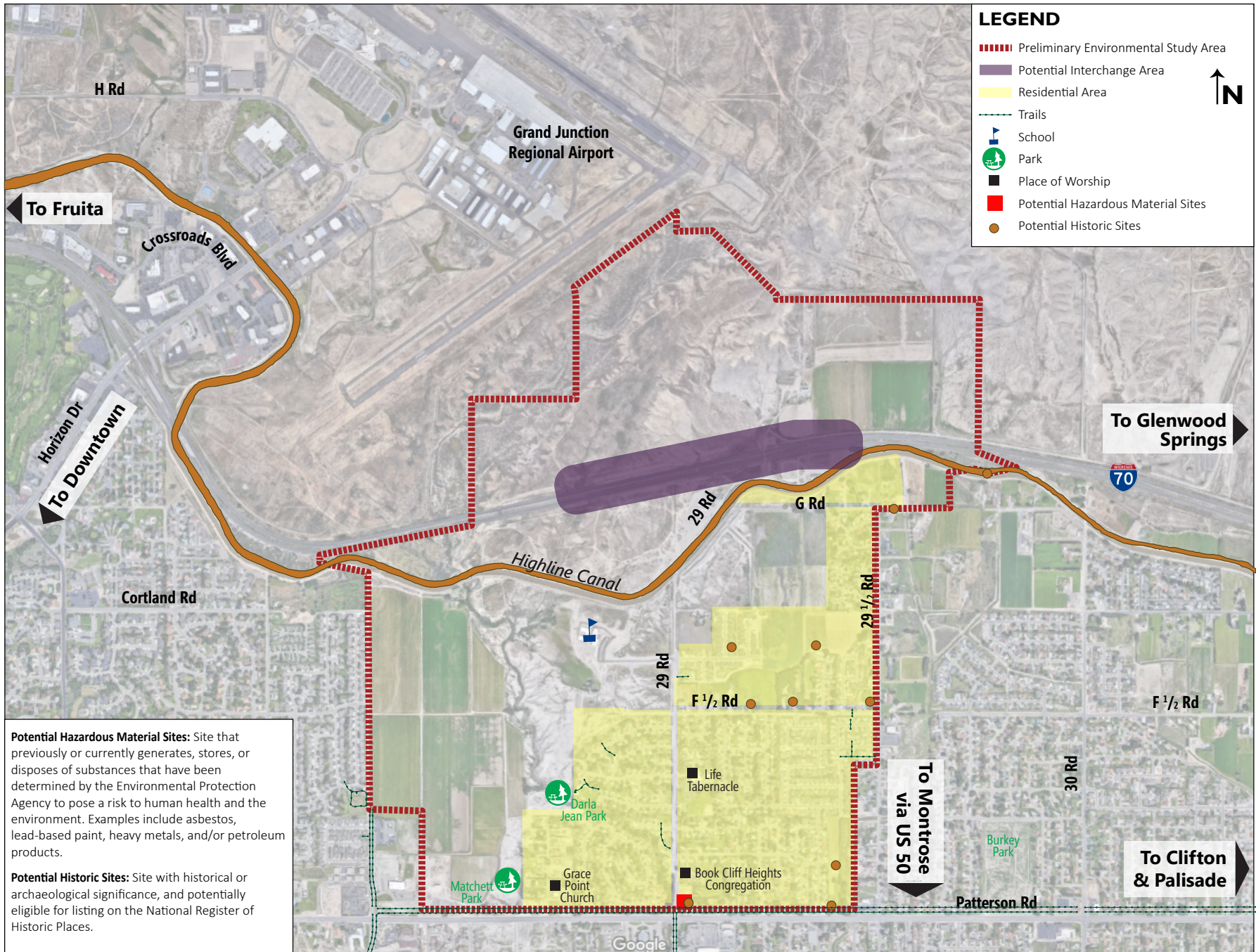
# APPENDIX E

## Environmental Resources



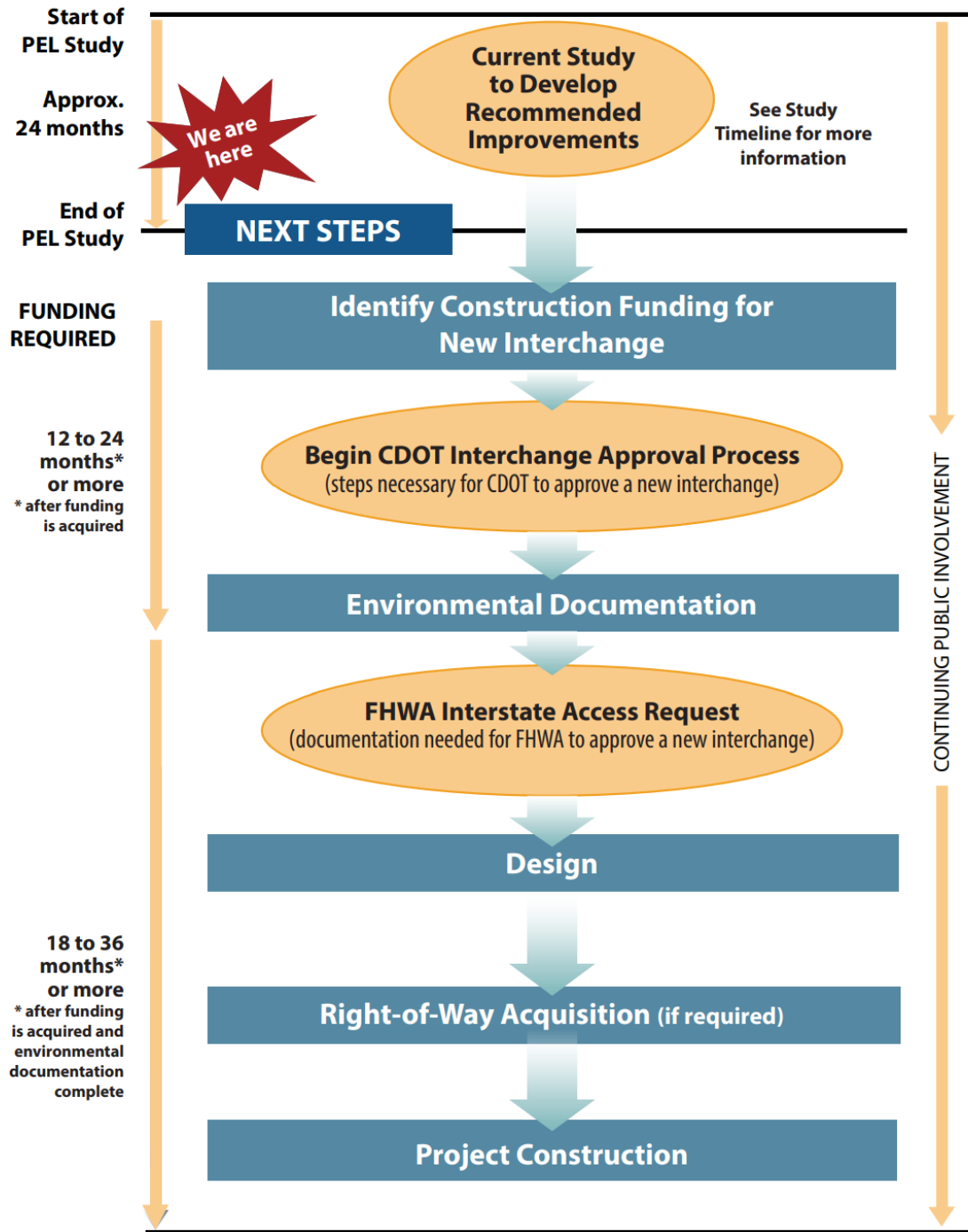


**BUILT ENVIRONMENT CONDITIONS**



# NATURAL ENVIRONMENT CONDITIONS





**CITY OF GRAND JUNCTION, COLORADO**

**Resolution No. \_\_-20**

**A RESOLUTION IN SUPPORT OF THE ADOPTION OF THE PLANNING AND ENVIRONMENTAL LINKAGES STUDY FOR AN INTERCHANGE AT 29 ROAD AND I-70.**

Recitals.

In accordance with the Colorado Constitution, the Charter of the City of Grand Junction and the laws and ordinances thereof, the City is authorized to make land use and development decisions for projects within its jurisdiction and as a related and equal matter, is responsible for planning transportation projects, plans and proposals. Consistent with that authority, the City desires to improve transportation facilities for 29 Road between Patterson Road and I-70 in order to provide the desired services for the City of Grand Junction residents and businesses.

The City has been an active participant in the 29 Road at I-70 Interchange Planning and Environmental Linkages (PEL) Study (Study) together with Mesa County, Colorado Department of Transportation, the Mesa County Regional Transportation Planning Office, and the Federal Highway Administration collectively referred to as Project Agencies.

The Project Agencies have committed to work to complete the National Environmental Policy Act (NEPA) requirements, which when completed will determine the specific improvements to be planned for 29 Road and I-70.

Following completion of the Study, the Project Agencies will continue to work cooperatively to secure funding from all available sources including but not limited to local, federal, state, private, and developer sources and will take appropriate actions to implement the Study improvements.

The Study will be used as a planning and guidance document for the next phase of environmental planning for the interchange.

NOW, THEREFORE, BE IT RESOLVED THAT The City Council of the City of Grand Junction, Colorado expresses its support for and adopts the Planning and Environmental Linkages Study prepared by Mesa County in conjunction with the other Project Agencies for an Interchange at 29 Road and I-70 together with its associated recommendations.

PASSED and ADOPTED this 4<sup>th</sup> day of November 2020.

---

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

ATTEST:

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Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #5.a.

---

**Meeting Date:** November 4, 2020

**Presented By:** Doug Shoemaker, Chief of Police, Jay Valentine, General Services Director

**Department:** Police

**Submitted By:** Doug Shoemaker, Chief of Police

---

### Information

#### **SUBJECT:**

Taser/AXON Body Camera and Taser Contract

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to execute a contract with Axon, Inc., for the provision of Body-Worn Cameras and Tasers for the Grand Junction Police Department over a period of 10 (ten) years at a total cost of \$3,039,337.35 over the course of those years.

#### **EXECUTIVE SUMMARY:**

This request is to award Axon, Inc., a ten-year contract, which is subject to annual appropriations, to provide body worn cameras and Tasers, along with all associated software, licensing and storage costs with their operation.

The Grand Junction Police Department has been utilizing body-worn cameras provided by Axon, Inc. since 2019 and Axon, Tasers since 2004. To ensure compatibility and consistency with these products, this purchase will be a sole source procurement.

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

The Grand Junction Police Department first began utilizing body-worn cameras in 2019, which are provided by Axon, Inc. Since that time, their use has resulted in increased accountability and transparency, as well as provided tremendous evidentiary value to cases for prosecution in court. Currently assigned to all police personnel from the rank of officer to sergeant, the passage of Senate Bill 217 will soon require any law

enforcement officer in the State of Colorado to wear one as well.

Tasers, also provided by Axon, have been in use by GJPD since 2004, and they have been an effective tool in how the agency addresses response to resistance.

Given that it falls between using physical force and deadly force, the Taser provides officers an option that can be more effective when dealing with violent and physically resistant suspects. When applied properly and per our extensive training standards, the Taser reduces the risk of injury to officers and suspects through muscular incapacitation as opposed to hands-on techniques which may require pain compliance. Continuing to utilize Tasers also allows integration into the existing Axon body worn camera system, so each time a taser is produced, it automatically activates the body-worn cam system – this safety feature only works with an Axon body worn camera.

Axon has set the life of the Taser at roughly 3-5 years, and of our current Tasers, the X26P model, 97% are already past warranty. Of those, at least 50% have displayed some type of critical malfunction which has resulted in sidelining the unit, thus leaving the officer without the Taser during his or her shift.

The long-term contract with Axon will immediately remedy this situation, as well as ensure that we maintain a broad spectrum of use of force options and continue our dedication to accountability.

As mentioned above, the Grand Junction Police Department has been utilizing body-worn cameras provided by Axon, Inc. since 2019 and Axon, Tasers since 2004. To ensure compatibility and consistency with these products, this purchase will be a sole source procurement.

**FISCAL IMPACT:**

The total cost over the length of the 10-year contract is \$3,039,337.35. For 2021, the cost is \$229,924.81, which includes both body-worn cameras and Tasers.

**SUGGESTED MOTION:**

I move to (approve/not approve) the Purchasing division to enter into a sole source contract with Axon, Inc. and approve an initial payment in the amount of \$229,924.81 with an aggregate amount of \$3,039,337.35 over a ten-year period subject to annual appropriations.

**Attachments**

1. Q-268337-44120.715BM
2. Q-268352-44120.715BM
3. Grand Junction MSPA 2020-10-30 (Final)







# AXON

**Grand Junction Police Dept. - CO**

**AXON SALES REPRESENTATIVE**

Brian Moutinho

9168062275

[bmoutinho@axon.com](mailto:bmoutinho@axon.com)

**ISSUED**

10/16/2020



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**SALES REPRESENTATIVE**

Brian Moutinho  
Phone: 9168062275  
Email: bmoutinho@axon.com  
Fax:

**PRIMARY CONTACT**

William Baker  
Phone: (970) 549-5220  
Email: williams@gjcity.org

**SHIP TO**

William Baker  
Grand Junction Police Dept. - CO  
555 UTE AVE.  
Grand Junction, CO 81501  
US

**BILL TO**

Grand Junction Police Dept. - CO  
555 UTE AVE.  
Grand Junction, CO 81501  
US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73687	EVIDENCE.COM VIEWER LICENSE	120	2	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	142	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	142	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	1,420	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	120	142	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	15	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	5	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	29	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	29	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	142	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		41	699.00	457.91	18,774.31
74028	WING CLIP MOUNT, AXON RAPIDLOCK		46	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		41	0.00	0.00	0.00
<b>Other</b>						
Unlimited 7 10 YEAR BUNDLE	Unlimited 7 10 YEAR BUNDLE	120	142	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20400	UNLIMITED 7 PAYMENT YEARS 1-5	12	142	1,188.00	678.88	96,400.96
73827	AB3 CAMERA TAP WARRANTY	60	41	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	60	142	900.00	0.00	0.00
					Subtotal	122,735.27
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	122,735.27

## Year 1 - TAP Upgrade

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		101	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		18	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		111	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		101	0.00	0.00	0.00
<b>Other</b>						
73827	AB3 CAMERA TAP WARRANTY	60	101	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		18	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		4	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
<b>Other</b>						
73828	AB3 8 BAY DOCK TAP WARRANTY	12	18	0.00	0.00	0.00

## Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73827	AB3 CAMERA TAP WARRANTY	12	4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20400	UNLIMITED 7 PAYMENT YEARS 1-5	12	142	1,188.00	916.14	130,091.88
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	-55.98	-7,949.16
					Subtotal	129,702.72
					Estimated Tax	0.00
					Total	129,702.72

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		142	0.00	0.00	0.00
20400	UNLIMITED 7 PAYMENT YEARS 1-5	12	142	1,188.00	1,104.00	156,768.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20400	UNLIMITED 7 PAYMENT YEARS 1-5	12	142	1,188.00	1,104.00	156,768.00

## Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73310	AXON CAMERA REFRESH TWO		142	0.00	0.00	0.00
20400	UNLIMITED 7 PAYMENT YEARS 1-5	12	142	1,188.00	1,104.00	156,768.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	15	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	5	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	29	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	29	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	142	0.00	0.00	0.00
<b>Other</b>						
20401	UNLIMITED 7 PAYMENT YEAR 6	1	142	99.00	1,104.00	156,768.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00

## Year 6 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20402	UNLIMITED 7 PAYMENT YEAR 7	1	142	104.00	1,104.00	156,768.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73345	AXON CAMERA REFRESH THREE		142	0.00	0.00	0.00
20403	UNLIMITED 7 PAYMENT YEAR 8	1	142	109.00	1,104.00	156,768.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20404	UNLIMITED 7 PAYMENT YEAR 9	1	142	114.00	1,104.00	156,768.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

## Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73346	AXON CAMERA REFRESH FOUR		142	0.00	0.00	0.00
20405	UNLIMITED 7 PAYMENT YEAR 10	1	142	120.00	1,104.00	156,768.00
73348	MULTI-BAY BWC DOCK 4TH REFRESH		18	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	29	180.00	180.00	5,220.00
73835	AUTO TAGGING LICENSE PAYMENT	12	142	180.00	240.69	34,177.98
					Subtotal	198,505.98
					Estimated Tax	0.00
					Total	198,505.98

**Grand Total 1,840,485.83**

## Summary of Payments

Payment	Amount (USD)
Year 1	122,735.27
Year 1 - TAP Upgrade	0.00
Spares	0.00
Year 2	129,702.72
Year 3	198,505.98
Year 4	198,505.98
Year 5	198,505.98
Year 6	198,505.98
Year 7	198,505.98
Year 8	198,505.98



## Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	198,505.98
Year 10	198,505.98
<b>Grand Total</b>	<b>1,840,485.83</b>

## Notes

Agency has existing contract #00021044 (originated via Q-190153) and is terminating that contract upon the new license start date (11/15/2020) of this quote.

The parties agree that Axon is granting a refund of \$33,609.07 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 10/15/2020-10/31/2020, resulting in a 11/15/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #00021044. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible replacements at the 30, 60, 90 and 120-month marks of this contract.

This quote is contingent upon simultaneous execution of the "Product Expansion" quote (Axon Q-268352).

This quote is contingent upon agency payment of Year 2 of contract #00021044 (SI-1655795 in the amount of \$127,704.00).

Axon is discounting \$53,352.00 to account for shipped BWC hardware and software intended for future deployments over the first 24 months of this new contract.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (Or write N/A):</b> _____	

Please sign and email to Brian Moutinho at [bmoutinho@axon.com](mailto:bmoutinho@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



# AXON

**Grand Junction Police Dept. - CO**

**AXON SALES REPRESENTATIVE**

Brian Moutinho

9168062275

[bmoutinho@axon.com](mailto:bmoutinho@axon.com)

**ISSUED**

10/16/2020



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**SALES REPRESENTATIVE**

Brian Moutinho  
Phone: 9168062275  
Email: bmoutinho@axon.com  
Fax:

**PRIMARY CONTACT**

William Baker  
Phone: (970) 549-5220  
Email: williams@gjcity.org

**SHIP TO**

William Baker  
Grand Junction Police Dept. - CO  
555 UTE AVE.  
Grand Junction, CO 81501  
US

**BILL TO**

Grand Junction Police Dept. - CO  
555 UTE AVE.  
Grand Junction, CO 81501  
US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	2	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	142	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	142	0.00	0.00	0.00
20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS		142	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	61	142	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		142	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		3	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		142	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		142	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		426	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		426	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		1	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		284	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		284	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		284	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		284	0.00	0.00	0.00
20036	TASER 7 10 YEAR DOCK WARRANTY		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		170	0.00	0.00	0.00
20035	TASER 7 10 YEAR BATTERY WARRANTY		170	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		3	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		2	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		16	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		16	0.00	0.00	0.00
12105	AXON AIR, M200 PART 03 TB55 (IFB) BATTERY		2	475.00	475.00	950.00
12103	AXON AIR, ZENMUSE Z30		1	2,999.00	2,999.00	2,999.00
12112	AXON AIR, ZENMUSE XT2 640 x 512 RADIOMETRIC, 30Hz, 19mm		1	13,200.00	13,200.00	13,200.00
12325	AXON AIR, IPAD MINI		1	450.00	450.00	450.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
12349	AXON AIR, MAVIC 2 ENTERPRISE IPAD CHARGING CABLE		1	6.00	6.00	6.00
<b>Other</b>						
20241	TASER 7 CERTIFICATION 10 YEAR PLAN	120	142	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	120	142	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	120	142	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	142	720.00	423.37	60,118.54
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		3	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20236	TASER 7 CERTIFICATION PLAN ADD-ON PLAN	12	8	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	8	0.00	0.00	0.00
High Performance Drone Bundle	High Performance Drone Bundle		1	0.00	0.00	0.00
12088	AXON AIR, MATRICE 210 V2		1	10,410.00	10,410.00	10,410.00
12338	AXON AIR EVIDENCE.COM LICENSE	61	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00
20094	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT		8	240.00	240.00	1,920.00
Subtotal						107,189.54
Estimated Shipping						0.00
Estimated Tax						0.00
Total						107,189.54

## Year 1 - Trade In

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		122	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		4	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		284	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		284	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	142	720.00	746.61	106,018.62



## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20095	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	107,938.62
					Estimated Tax	0.00
					Total	107,938.62

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		284	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		284	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		284	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		284	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		16	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		16	0.00	0.00	0.00
<b>Other</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	142	720.00	746.61	106,018.62
20096	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	107,938.62
					Estimated Tax	0.00
					Total	107,938.62

## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		284	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		284	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	142	720.00	746.61	106,018.62
20097	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	107,938.62
					Estimated Tax	0.00
					Total	107,938.62

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		284	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		284	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00

## Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	142	720.00	746.61	106,018.62
20098	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	107,938.62
					Estimated Tax	0.00
					Total	107,938.62

## Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73449	RESPOND DEVICE LICENSE	60	142	0.00	0.00	0.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		1	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		1	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		16	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		16	0.00	0.00	0.00
<b>Other</b>						
20243	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	12	142	780.00	795.25	112,925.50
12338	AXON AIR EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00

## Year 6 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20236	TASER 7 CERTIFICATION PLAN ADD-ON PLAN	12	8	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	12	8	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20094	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	131,981.50
					Estimated Tax	0.00
					Total	131,981.50

## Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20243	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	12	142	780.00	795.25	112,925.50
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20095	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	131,981.50
					Estimated Tax	0.00
					Total	131,981.50

## Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		16	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		16	0.00	0.00	0.00
<b>Other</b>						
20243	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	12	142	780.00	795.25	112,925.50
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20096	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	131,981.50
					Estimated Tax	0.00
					Total	131,981.50

## Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20243	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	12	142	780.00	795.25	112,925.50

## Year 9 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20097	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	131,981.50
					Estimated Tax	0.00
					Total	131,981.50

## Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		16	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		16	0.00	0.00	0.00
<b>Other</b>						
20243	TASER CERTIFICATION PROGRAM YEAR 6-10 PAYMENT	12	142	780.00	795.25	112,925.50
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	900.00	1,800.00
73665	RESPOND DEVICE PAYMENT	12	142	108.00	108.00	15,336.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20098	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT		8	240.00	240.00	1,920.00
					Subtotal	131,981.50
					Estimated Tax	0.00
					Total	131,981.50

**Grand Total 1,198,851.52**

## Discounts (USD)

Quote Expiration: 11/10/2020

List Amount	1,215,031.00
Discounts	16,179.48
<b>Total</b>	<b>1,198,851.52</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	107,189.54
Year 1 - Trade In	0.00
Spares	0.00
Year 2	107,938.62
Year 3	107,938.62
Year 4	107,938.62
Year 5	107,938.62
Year 6	131,981.50
Year 7	131,981.50
Year 8	131,981.50

## Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	131,981.50
Year 10	131,981.50
<b>Grand Total</b>	<b>1,198,851.52</b>



## Notes

Agency has existing contract #00021044 (originated via Q-190153) and is terminating that contract upon the new license start date (11/15/2020) of this quote.

The parties agree that Axon is granting a credit of \$21,960.00 (applied to Year 1 Payment) for trade-in of CEW hardware.

If, prior to the shipment of drone hardware listed on this quote, the U.S. government imposes additional import tariffs and/or duties on drone hardware, then the parties agree that Axon may, in its sole discretion, increase the price of the above-mentioned drone hardware by the same percentage of said tariff and/or duty increase. The Customer shall pay the increased price as reflected on the invoice provided by Axon to the Customer, per the terms of this agreement.

This quote is contingent upon simultaneous execution of the "Continuation of Services" quote (Axon Q-268337).

This quote is contingent upon agency payment of Year 2 invoice of contract #00021044 (SI-1655795 in the amount of \$127,704.00)

The agency is qualified in Year 6 to receive the next generation of the Taser Program, if such program is generally available, on a like kind basis to the Taser 7 Certification Program.

Axon is discounting \$20,160.00 to account for shipped CEW hardware intended for future deployments over the first 24 months of this new contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (Or write N/A):</b> _____	

Please sign and email to Brian Moutinho at [bmoutinho@axon.com](mailto:bmoutinho@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Grand Junction Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

**1** **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2** **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

Notwithstanding the above, Agency's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to Axon. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated.

**3** **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Warranty.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.
- 7.3 **Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.
- 7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.
- 7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and**

by the provisions in this Agreement.

**7.4.2** Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

**8** **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9** **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.

**10** **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

**11** **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

**12** **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

**13** **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

**14** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

**15** **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

**16** **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this

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Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

**17 Termination.**

**17.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

**17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Agency's obligations under this Agreement are subject to annual appropriation by the Agency's City Council. Any failure of a City Council annually to appropriate adequate monies to finance Agency's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Axon of any failure to appropriate such adequate monies

**17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

**18 Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**19 Previous Agreements.** The Parties agree that Axon is granting a refund of \$33,609.07 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 10/15/2020-10/31/2020, resulting in a 11/15/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing the existing contract between Axon and Agency. All TAP obligations from the existing contract will be considered fulfilled upon execution of this Agreement and Quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible replacements at the 30, 60, 90 and 120-month marks of this Agreement, as further described in the Technology Assurance Plan Appendix attached hereto.

Both Quotes Q-268337 and Q-268352 must be executed with this Agreement, and Agency must make

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 9.0

Release Date: 4/17/2020

payment of Year 2 of the existing contract under invoice SI-1655795 in the amount of \$127,704.00. Axon is discounting \$53,352.00 to account for shipped body-worn camera hardware and software intended for future deployments over the first 24 months of the Quotes.

**20** General.

**20.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**20.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**20.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**20.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**20.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**20.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**20.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**20.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**20.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**20.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**20.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255

Agency:  
Attn:  
Street Address  
City, State, Zip

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legal@axon.com

Email

**20.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.****Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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**Axon Cloud Services Terms of Use Appendix**

**1 Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

**3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

**4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon

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### Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 6** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency

Content because of suspension, except as specified in this Agreement.

**11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

**12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

**13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

**13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

**13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

**13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

**13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

**13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

**13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

**13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

**14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

## TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1** **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2** **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3** **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4** **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<b>Agency Size</b>	<b>Days to Return from Start Date of TASER 7 Subscription</b>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5** **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6** **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection

with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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## Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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**Axon Aware Appendix**

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1** **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2** **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3** **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4** **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5** **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.





## Grand Junction City Council

### Regular Session

Item #6.a.

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**Meeting Date:** November 4, 2020

**Presented By:** Greg Caton, City Manager

**Department:** City Manager's Office

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

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing the Business Incubator/Small Business Development Center Grant Program for Small Businesses

#### **RECOMMENDATION:**

Staff recommends the approval of the resolution.

#### **EXECUTIVE SUMMARY:**

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered "Critical Businesses" were forced to temporarily close or dramatically limit operations. While nearly all local businesses are facing hardship and economic losses, businesses that have been forced to close or significantly cut back are struggling to pay mortgages, rent and other obligations. On May 6, 2020, the City Council approved Ordinance 4920 authorizing temporary assistance by and through an appropriation of \$540,000.00 to the Business Stabilization and Recovery Fund ("Fund.") The City's Fund, which was administered by the Business Incubator/Small Business Development Center ("BIC/SBDC") as a revolving loan fund, was to support business with a physical location in Grand Junction with expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts due to COVID-19.

On October 19, 2020 the US Treasury issued Guidance that makes clear that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by closures due to COVID. The Guidance establishes that the City has discretion to determine what

payments are necessary and accordingly, with approval of this Resolution, a program for assisting small businesses with grants to help cover the costs of business interruption caused by required closures will be authorized. The grants will be administered by the BIC/SBDC and shall be awarded and expended in furtherance of the purposes of this Resolution and in response to and because of the declared COVID-19 emergency. The Business Incubator is requesting \$300,000 from the City of Grand Junction that will be used to create a COVID-19 response grant fund that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. Grants will be up to \$7,500 based on certain criteria.

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

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered “Critical Businesses” were forced to temporarily close or dramatically limit operations. While nearly all local businesses are facing hardship and economic losses, businesses that have been forced to close or significantly cut back are struggling to pay mortgages, rent and other obligations.

On May 6, 2020, the City Council approved Ordinance 4920 authorizing temporary assistance by and through an appropriation of \$540,000.00 to the Business Stabilization and Recovery Fund (“Fund.”) The City’s Fund, which was administered by the Business Incubator/Small Business Development Center (“BIC/SBDC”) as a revolving loan fund, was to support business with a physical location in Grand Junction with expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts due to COVID-19.

The Fund, with the assistance of the BIC/SBDC loaned approximately \$120,000.00 in accordance with the terms of the Ordinance. The City Council thanks the SBDC/BIC, and the other Economic Development partners for their assistance in developing and implementing the Fund and its continuing assistance with the administration of this grant fund.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a \$2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, determining which expenditures are eligible under the CARES Act has not been perfectly clear. On October 19, 2020 the US Treasury issued Guidance that makes clear that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by closures due to COVID. Eligible expenditures may include, for example, a grant program to benefit small businesses that have closed to promote social distancing measures or that are affected by decreased customer demand and loss of revenue, which is not reimbursed or reimbursable by another Federal program(s), as a result of the COVID-19 public

health emergency.

The Guidance establishes that the City has discretion to determine what payments are necessary and accordingly, with approval of this Resolution, a program for assisting small businesses with grants to help cover the costs of business interruption caused by required closures will be authorized. The grants will be administered by the BIC/SBDC and shall be awarded and expended in furtherance of the purposes of this Resolution and in response to and because of the declared COVID-19 emergency.

Given the unprecedented economic impacts of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that the expenditure of funds for the purposes described in this resolution should be CARES Act eligible and the expenditure of up to \$300,000.00 for these purposes is necessary, proper and will further the general health, safety and welfare of the community.

The Business Incubator is requesting \$300,000 from the City of Grand Junction that will be used to create a COVID19 response grant fund that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. Grants will be up to \$7,500 based on criteria outlined below. To qualify for funding, businesses must meet the following criteria:

1. Applicant must be able to document a decrease in revenue due to Covid 19 and/or direct Covid19 expenses. This will be verified through submitted financial statements.
2. Applicants who have received a loan from the City pursuant to the Business Stabilization and Recovery fund may apply for grant funding; however, no business may receive more than \$7,500 total.
3. Applicant has been forced to temporarily close or forced to dramatically limit operations due to the COVID19 pandemic.
4. Applicant must have been open as of March 1, 2020 with a physical address in the City limits of Grand Junction.
5. Applicant applying for the funding must be a small business with less than 50 full-time employees and have local ownership.
6. Applicant must be in good standing with the City of Grand Junction and Colorado Secretary of State.

If approved, the City Council 1) directs the City Manager to provide up to \$300,000.00 to the BIC/SBDC to fund grants to Grand Junction businesses as provided in this Resolution. With the funding of this grant program, the Business Stabilization and Recovery Fund shall be closed, except for the BIC/SBDC administration of the loans heretofore made. Unspent money disbursed to the BIC/SBDC in accord with the Business Stabilization and Recovery Fund, Ordinance 4920, shall be returned to the City as a precondition to funding this grant program. Disbursement for approved grants must be timely made by the City to BIC/SBDC and in event on a biweekly basis; and, 2)

Grants authorized by this Resolution shall not exceed \$7500.00 per applicant business. A business that received a loan from the City pursuant to the Business Stabilization and Recovery fund may apply for grant funding; however, no business may receive more than \$7500.00 total; and, 3) Grants authorized by this Resolution shall be disbursed on or before December 11, 2020 with an accounting of the awards, in a form required by the City, to be filed with the City Manager on or before December 11, 2020.

**FISCAL IMPACT:**

The City Council has previously authorized supplemental appropriations for the original Business Stabilization and Recovery Fund of \$540,000 to be administered by the Business Incubator as a revolving loan fund. It is estimated that approximately \$160,000 (\$120,000 loans plus \$40,000 administration fees) will be expended out of this appropriation. This leaves enough appropriation authority to fund the \$300,000 business grant program as described. Therefore, there is no action required of City Council to amend the 2020 budget or to approve supplemental appropriations.

Because the expenditure of the grant program funds are considered to be eligible for CARES reimbursement, there will be no fiscal impact to the City.

**SUGGESTED MOTION:**

I move to approve Resolution 65-20.

**Attachments**

1. COVID-19 Grant Fund Overview
2. RES-Business Support103020



Expert Help • Targeted Resources • Tangible Results

October 29, 2020  
Grand Junction City Council  
Attn: Mayor Wortmann  
250 N. 5th Street  
Grand Junction, CO 81501

RE: COVID19 Response Grant Fund

Mayor Wortmann,

Please find the attached outline for establishing a \$300,000 COVID19 Grant Fund that will be used to assist businesses in the City of Grand Junction during this time of crisis. After the successful launch and ending of the Grand Junction Business Stabilization and Recovery fund (ending October 31, 2020) we continue to see a need in the community for business assistance and are requesting that the City establish a grant fund as outlined in outline. Our intent is to deploy these funds in a manner that qualifies for Cares Act reimbursement by the City of Grand Junction.

As background for this request, the Business Incubator and ED Partners (Primarily the Business Incubator, Grand Junction Chamber of Commerce and Grand Junction Economic Partnership) are now actively using our organizations and teams to respond to the needs of our community during this time of crisis. We have all largely pivoted from being "Economic Developers" to becoming a powerful "Covid19 Response Team" as we all help our local businesses find ways to survive with the tools at our disposal. There have been several initiatives from the Federal Government from PPP to EIDL loan programs and the current Energize Colorado Gap fund that have been somewhat helpful for the larger businesses, however, these programs continue to leave many of our core businesses without assistance or worse with the uncertainty of having to repay a loan that may or may not be forgivable as the program rules continue to change.

Based on feedback from our local businesses and ED Partners, we are requesting that the City of Grand Junction provide funds to the Business Incubator to establish a new grant fund that we can use as an additional tool to help our Grand Junction businesses come through this crisis, rebuild, and pay taxes. If these businesses close and liquidate, we know from our history that rebuilding and re-establishing a tax base will take years if not decades. Now is the time to act.

If you have any questions, or need additional information, please feel free to contact me at (970)243-5242 or [Jmaraschin@gjincubator.org](mailto:Jmaraschin@gjincubator.org)  
Thank you for your leadership in this time of crisis.

  
Sincerely,  
Jon Maraschin, Executive Director



## **Overview:**

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered "Critical Businesses" were forced to temporarily close or dramatically limit operations. While nearly all local businesses are facing hardship and economic losses, businesses that have been forced to close or significantly cut back are struggling to pay mortgages, rent and other obligations.

In May of this year, the City of Grand Junction passed the Business Recovery and Stabilization Fund in an effort to help Grand Junction Businesses get up to \$7,500 in needed access to capital; as of the writing of this overview 38 businesses have been funded at an average of \$3,100. Loan amounts were smaller than anticipated due to the constraints of the program that were based on the knowledge that was available at the time. This program is being ended on October 30, 2020 and the remaining capital net of applications in process will be returned to the City of Grand Junction; it is anticipated that the amount will be approximately \$379,000.

Now that we have significantly more information than we did in May of this year, it is proposed that a new grant fund of \$300,000 be established to run between 11/5/2020 and 12/11/2020 to help our local businesses in need. The basic structure of this program will be similar to the Business Recovery and Stabilization fund, however, grantee funding will be based on a documented decrease in revenue in accordance with the Cares Act in anticipation of the City of Grand Junction's ability to have these dollars qualify for reimbursement.

## **Program Description:**

The Business Incubator is requesting \$300,000 from the City of Grand Junction that will be used to create a COVID19 response grant fund that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. Grants will be up to \$7,500 based on criteria outlined below.

## **To qualify for funding, businesses must meet the following criteria:**

1. Applicant must be able to document a decrease in revenue due to Covid 19 and/or direct Covid19 expenses. This will be verified through submitted financial statements.
2. Applicants who have received a loan from the City pursuant to the Business Stabilization and Recovery fund may apply for grant funding; however, no business may receive more than \$7,500 total.
3. Applicant has been forced to temporarily close or forced to dramatically limit operations due to the COVID19 pandemic.
4. Applicant must have been open as of March 1, 2020 with a physical address in the City limits of Grand Junction.
5. Applicant applying for the funding must be a small business with less than 50 full-time employees and have local ownership.
6. Applicant must be in good standing with the City of Grand Junction and Colorado Secretary of State.

7. Applicant must submit a basic survivability plan prior to approval. Borrowers are strongly encouraged to work with the Grand Junction to have a higher likelihood of success.

**Approved uses of loan funds:**

1. Funds may be used to pay fixed and operational costs.

**Job Creation/Retention Requirements:** There are no job retention/creation requirements.

**Leverage of Other Funds:** While leveraging other funds and/or negotiating payment concessions are strongly encouraged, there is no direct requirement to leverage these funds.

**Federal Requirements:** Because these funds are anticipated to be supported with Federal dollars, any EIDL or PPP funds that the applicant has received will be deducted from the total documented decrease in revenue, which may potentially decrease the amount of the grant; *for example, if applicant documents a decrease in revenue of \$10,000 and has received \$5,000 of EIDL or PPP funds, then the applicant would only be eligible for \$5,000 in grant funds.*

**Term:** N/A.

**Draw Period:** All approved grant funds will be disbursed by December 11, 2020.

**A RESOLUTION REVISING AND ESTABLISHING A SECOND COVID IMPACTED BUSINESS GRANT PROGRAM AND DETERMINING THAT THE EXPENDITURE IS NECESSARY DUE TO THE PUBLIC HEALTH EMERGENCY**

RECITALS:

On May 6, 2020, the City Council approved Ordinance 4920 authorizing temporary assistance by and through an appropriation of \$540,000.00 to the Business Stabilization and Recovery Fund (“Fund.”) The City’s Fund, which was administered by the Business Incubator/Small Business Development Center (“BIC/SBDC”) as a revolving loan fund, was to support business with a physical location in Grand Junction with expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts due to COVID-19.

The Fund, with the assistance of the BIC/SBDC loaned approximately \$120,000.00 in accordance with the terms of the Ordinance. The City Council thanks the SBDC/BIC, and the other Economic Development partners for their assistance in developing and implementing the Fund and its continuing assistance with the administration of this grant fund.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a \$2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, determining which expenditures are eligible under the CARES Act has not been perfectly clear. On October 19, 2020 the US Treasury issued Guidance that makes clear that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by closures due to COVID. Eligible expenditures may include, for example, a grant program to benefit small businesses that have closed to promote social distancing measures or that are affected by decreased customer demand and loss of revenue, which is not reimbursed or reimbursable by another Federal program(s), as a result of the COVID-19 public health emergency.

The Guidance establishes that the City has discretion to determine what payments are necessary and accordingly, with approval of this Resolution, a program for assisting small businesses with grants to help cover the costs of business interruption caused by required closures will be authorized. The grants will be administered by the BIC/SBDC and shall be awarded and expended in furtherance of the purposes of this Resolution and in response to and because of the declared COVID-19 emergency.

Given the unprecedented economic impacts of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that the expenditure of funds for the purposes described in this resolution should be CAREs Act eligible and the expenditure



46 of up to \$300,000.00 for these purposes is necessary, proper and will further the general health,  
47 safety and welfare of the community.

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49 **NOW, THEREFORE, BE IT RESOLVED THAT:**

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51 1) The City Council directs the City Manager to provide up to \$300,000.00 to the BIC/SBDC to  
52 fund grants to Grand Junction businesses as provided in this Resolution. With the funding of this  
53 grant program, the Business Stabilization and Recovery Fund shall be closed, except for the  
54 BIC/SBDC administration of the loans heretofore made. Unspent money disbursed to the  
55 BIC/SBDC in accord with the Business Stabilization and Recovery Fund, Ordinance 4920, shall  
56 be returned to the City as a precondition to funding this grant program. Disbursement for  
57 approved grants must be timely made by the City to BIC/SBDC and in event on a biweekly  
58 basis; and,

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60 2) Grants authorized by this Resolution shall not exceed \$7500.00 per applicant business. A  
61 business that received a loan from the City pursuant to the Business Stabilization and Recovery  
62 fund may apply for grant funding; however, no business may receive more than \$7500.00 total;  
63 and,

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65 3) Grants authorized by this Resolution shall be disbursed on or before December 11, 2020 with  
66 an accounting of the awards, in a form required by the City, to be filed with the City Manager on  
67 or before December 16, 2020.

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

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74 ATTEST:

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Wanda Winkelmann

78 City Clerk



## Grand Junction City Council

### Regular Session

Item #7.a.i.

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**Meeting Date:** November 4, 2020

**Presented By:** Randi Kim, Utilities Director

**Department:** Utilities

**Submitted By:** Kurt Carson, Wastewater Services Manager

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### **Information**

#### **SUBJECT:**

A Resolution Approving and Accepting the Improvements Connected with the Victor Drive Sanitary Sewer Improvement District No. SS-20, Giving Notice of a Public Hearing, and Introduction of an Ordinance Approving the Assessable Cost and Set a Public Hearing for December 16, 2020

#### **RECOMMENDATION:**

Staff Recommends the City Council Adopt a Resolution Approving and Accepting the Improvements Connected with the Victor Drive Sanitary Sewer Improvement District No. SS-20, Give Notice of a Public Hearing Concerning a Proposed Assessing Ordinance, and Conduct a First Reading of the Proposed Assessing Ordinance.

#### **EXECUTIVE SUMMARY:**

The City has completed the installation of sanitary sewer facilities as requested by the majority of the property owners located on Victor Drive, north of G Road. The proposed resolution is the required first step in the formal process of levying assessments against properties located in the improvement district. A public hearing and second reading of the proposed assessing ordinance will be scheduled for the December 16th, 2020 Council meeting.

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

Sewer improvement districts historically begin with public interest. The City or Mesa County receive questions from property owners in an area regarding possibility of sewer service and connection to the Persigo wastewater treatment plant. Staff work with the property owners to help them find the best solution to their sanitary sewer

needs.

This project was constructed under the Septic System Elimination Program (SSEP) that was adopted by City Council and Mesa County Commissioners in May of 2000. The SSEP provides financial assistance for property owners who wish to participate in sewer improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district cost for eligible owners to have sewer service extended to their property lines. To be eligible for the 30% cost share incentive the existing septic system on the property needs to be eliminated and all buildings be connected to sanitary sewer.

This proposed sewer improvement district consists of one (1) single-family property which is currently connected into a septic system at 705 Victor drive and one (1) vacant lot with no septic system. Both property owners have signed a petition requesting that this sewer improvement district be created. People's Ordinance No. 33 authorizes the City Council to create improvement districts when requested by a majority of the property owners to be assessed.

A summary of the process that follows submittal of the petition is provided below.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

1. √ May 20, 2020: City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
2. √ July 1, 2020: After a 30-day minimum period, Council conducted a public hearing and passed a Resolution creating the sewer improvement district. The public hearing was for questions regarding validity of the submitted petition.
3. √ July 2, 2020: Construction contract awarded to the apparent low bidder.
4. √ October 1, 2020: Construction of the new sewer line completed.
5. √ October 16, 2020: After construction is complete, the project engineer prepared a Statement of Completion identifying all costs associated with the sewer improvement district.
6. ► **November 4, 2020**: Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts the first reading of the proposed Assessing Ordinance.
7. December 16, 2020: Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
8. December 17 – 19, 2020: The adopted Assessing Ordinance is published for

three consecutive days.

9. December 19, 2020 – January 18, 2021: The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at any time during the ten-year period.

Property owners are assessed for the actual costs of design, construction, inspection and administration. Under current policy adopted by a joint resolution between the City and Mesa County, Persigo Septic System Elimination Funds pay 30% of the assessable costs.

In addition to assessments, the property owners are responsible for bearing the following expenses:

- Costs to physically connect their service line to the building to be sewerred;
- Plant Investment Fees;
- Trunk Line Extension Fees.

The City is responsible for extending each service line from the sewer main to the property line. The property owner is responsible for extending the service line from their property line to the building to be sewerred.

The Plant Investment Fee is currently \$4,919 for each sewer connection. The Plant Investment Fee will be raised to \$5,067 in 2021.

Trunk Line Extension Fees apply only if a trunk line was extended to the neighborhood. Trunk Line Extension Fees are not applicable to this Improvement District.

The published assessable costs per lot include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by January 18th, 2021. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 6% accruing against the declining principal balance.

### **FISCAL IMPACT:**

The 2020 Adopted Budget for the Persigo Sewer Fund included a total of \$60,000 for sewer improvement districts. The total project cost for the Victor Drive Sewer Improvement District No. SS-20 was \$29,188. For this district, of the two benefiting properties one is eligible for 30% cost share and the other is not. Therefore, the Sewer Fund will be reimbursed \$24,809.80 plus the 6 percent charge for a total of \$26,298.39 through property assessments.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 66-20, a Resolution Approving and Accepting the Improvements Connected with the Victor Drive Sanitary Sewer Improvement District No. SS-20, Give Notice of a Public Hearing Concerning a Proposed Assessing Ordinance on December 16<sup>th</sup>, 2020, and introduce an ordinance approving the assessable cost of the improvements made in and for the victor drive sanitary sewer improvement district no. SS-20.

**Attachments**

1. Ownership Summary
2. Improvement Boundary map
3. Engineer's Statement of Final Completion
4. Resolution Approving and Accepting the Improvements
5. Notice
6. Assessing Ordinance Victor Drive SS-20

## OWNERSHIP SUMMARY

### VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT SS-20

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS	ESMT REQ.?
2701-354-26-024	<ul style="list-style-type: none"><li>Kim &amp; Kimberly Jessup</li></ul>	705 Victor Drive	N
2701-354-26-029	<ul style="list-style-type: none"><li>Karen Ann Rigg</li></ul>	Vacant parcel	N

- Indicates property owners who signed the petition = 2 of 2 or 100%

**BOUNDARY OF THE VICTOR DRIVE SANITARY SEWER  
IMPROVEMENT DISTRICT SS-20**



October 16, 2020

Victor Drive Sewer Improvement District SS-20

Construction – September 21, 2020 through October 1, 2020

Engineer's Statement of Final Completion

The project consisted of the installation of 248 L.F. of new 8" PVC sewer main, 65 L.F. of 4" PVC sewer service lines, 2 service connections, and 1 manhole. Work also included restoration of disturbed areas including gravel and asphalt road surfaces, and shoulders.

The project was located on Victor Drive just north of G Road. The project connected into the existing sewer mainline pipe in G Road and extended new 8-inch sewer pipe north on Victor Drive.

On May 20, 2020, the Grand Junction City Council passed a Resolution declaring its intent to create a Sewer Improvement District SS-20. This sewer improvement district consists of 1 single-family property which is currently connected into a septic system at 705 Victor Drive, and one vacant lot with no septic system. A public hearing to acknowledge the Resolution was held on July 1, 2020 following a minimum 30-day period. On July 1, 2020, City Council accepted the bid and awarded the construction contract for the Victor Drive Sewer Improvement District to Sorter Construction, Inc.

Construction was accomplished by Sorter Construction, Inc. who submitted a low bid for the project of \$31,751. Only one change order was needed on this project. Change order #1 was issued to finalize the contract price based on the actual quantities installed (-\$2,563.00). The cost savings were due to stabilization material, flagging hours, and the Minor Contract Revisions line items not being used on this project. Construction began on September 21, 2020 and was completed on October 1, 2020.

The final cost of the project was \$29,188. The City Engineering Depts. estimated total project cost was \$35,126.

Based on the final project cost, the net cost to each residential lot, based on 2 participating lots (2 EQU's), is \$14,594.00. With the 705 Victor Drive property having a septic system they are eligible to receive the benefit of the Persigo System 30% discount for septic system elimination. As a result, the assessable cost for the 705 Victor Drive property is \$10,215.80. The assessable cost for the vacant lot with no septic system is \$14,594.00. The vacant lot is not eligible for the Persigo System 30% discount.

Lee Cooper, P.E.  
City of Grand Junction  
Project Engineer



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND ACCEPTING THE IMPROVEMENTS  
CONNECTED WITH VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT  
NO. SS-20 AND GIVING NOTICE OF A PUBLIC HEARING**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Sanitary Sewer Improvement District No. SS-20; and

WHEREAS, the City Council has caused to be prepared a statement showing the total assessable costs associated with Sanitary Sewer Improvement District No. SS-20 to be apportioned upon and levied against the real property comprising the District Lands which specifically benefit from the improvements associated with said District.

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

1. That the improvements connected with Victor Drive Sanitary Sewer Improvement District No. SS-20 be, and the same are hereby, approved and accepted; that the statement showing the total assessable costs associated with said District be, and the same is hereby, approved and accepted as the statement of the assessable costs of said Sanitary Sewer Improvement District No. SS-20.
2. That the costs connected with Sanitary Sewer Improvement District No. SS-20 be apportioned upon and levied against the real property comprising the District Lands.
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share to be apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the City Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, being Ordinance No. 178, as amended, and People's Ordinance No. 33.

**PASSED** and **ADOPTED** this 4<sup>th</sup> day of November 2020.

---

C.E. Duke Wortmann  
President of the Council

Attest:

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Wanda Winkelmann  
City Clerk

## NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for December 16<sup>th</sup>, 2020, at 6:00 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the district of lands known as Victor Drive Sanitary Sewer Improvement District No. SS-20, and all persons interested therein, as follows:

That the City of Grand Junction has completed, and the Grand Junction City Council has accepted the improvements connected with Sanitary Sewer Improvement District No. SS-20. Said District and improvements are authorized by and in accordance with the terms and provisions of City Resolution No. 30-20, passed and adopted by the Grand Junction City Council on the 20<sup>th</sup> day of May, 2020, whereby said City Council declared its intention to create said District, and by City Resolution No. 38-20, passed and adopted by the Grand Junction City Council on the 1<sup>st</sup> day of July, 2020, whereby the Grand Junction City Council created and established said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of said City, being Ordinance No. 178, as amended.

That the whole cost of the improvements connected with said District and to be assessed against the District Lands, as hereinafter described, has been definitely ascertained and is in the sum of \$26,298.39. Said sum includes a one-time charge of six percent (6%) for costs of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the city of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements; and that the owner(s) so paying shall be entitled to an allowance of six percent (6%) for costs of collection and other incidentals.

That any complaints or objections that may be made in writing by the said owner or owners of land within said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice; that any such complaints or objections will be heard and determined by the said City Council at a public hearing on Wednesday, December 16<sup>th</sup>, 2020, at 6:00 p.m. in the City Council Chambers located at Grand Junction City Hall, 250 North 5<sup>th</sup> Street in Grand Junction, Colorado, at which time the said City Council will consider passage of a proposed ordinance to assess the cost of said improvements against the real estate in said District, and against the respective owners of said real estate, as by law provided.

That the sum of \$26,298.39 for improvements connected with Sanitary Sewer Improvement District No. SS-20 is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally, as follows, to wit:

<b>TAX SCHEDULE NO.</b>	<b>LEGAL DESCRIPTION</b>	<b>ASSESSMENT</b>
2701-354-26-024	N 200.76FT LOT 2 BELLA VISTA SUB SEC 35 1N 1W	\$10,828.75
2701-354-26-029	LOT 21 BELLA VISTA SUB SEC 35 1N 1W	\$15,469.64

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

**AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR THE VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-20, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11<sup>TH</sup> DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICT; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT**

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Sanitary Sewer Improvement District No. SS-20, in the City of Grand Junction, pursuant to Ordinance No. 178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Sanitary Sewer Improvement District No. SS-20, and the apportionment of cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Victor Drive Sanitary Sewer Improvement District No. SS-20, in the City of Grand Junction, Colorado, which said Notice was caused to be published in the Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on November 5, 2020, and the last publication thereof appearing on November 7, 2020); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said District assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Sanitary Sewer Improvement District No. SS-20, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Sanitary Sewer Improvement District No. SS-20 be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$26,298.39, said sum including a one-time charge of six percent (6%) for costs of collection and other incidentals; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2701-354-26-024	N 200.76FT LOT 2 BELLA VISTA SUB SEC 35 1N 1W	\$10,828.75
2701-354-26-029	LOT 21 BELLA VISTA SUB SEC 35 1N 1W	\$15,469.64

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty (30) days shall be conclusively considered and held an election on the part of such owner to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of six percent (6%) per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of six percent (6%) per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at the rate of six percent (6%) per annum as aforesaid; and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty (30) days after the final publication of this Ordinance, and an allowance of the six percent (6%) added for cost of collection and other incidentals shall be made on all payments made during said period of thirty (30) days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Sanitary Sewer

Improvement District No. SS-20 shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Sanitary Sewer Improvement District No. SS-20, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading, shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten (10) days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the city of Grand Junction.

Introduced on First Reading this 4<sup>th</sup> day of November 2020.

**PASSED** and **ADOPTED** on the 16<sup>th</sup> day of December 2020.

Attest:

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Wanda Winkelmann  
City Clerk

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C.E. Duke Wortmann  
President of the Council