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**CITY COUNCIL AGENDA
WEDNESDAY, FEBRUARY 3, 2021
VIRTUAL MEETING
LIVE STREAMED
BROADCAST ON CABLE CHANNEL 191

5:20 PM – PRE-MEETING
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Citizen Comments

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

Citizens have three options for providing Citizen Comments: 1) [Virtually](#) during the meeting (registration required), 2) via phone by leaving a message at 970-244-1504 until noon on February 3, 2021 or 3) submitting comments online until noon on February 3, 2021 by completing this [form](#). Please reference the agenda item and all comments will be forwarded to City Council.

Appointments

Commission on Arts and Culture

City Manager Report

Council Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Minutes of the January 20, 2021 Regular Meeting

2. Set Public Hearings

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

- a. Legislative
 - i. Introduction of an Ordinance Repealing Ordinance No. 2768 and Setting a Public Hearing for February 17, 2021

3. Contracts

- a. Public Safety Building Renovation Furniture and Fixtures Sole Source Contract
- b. Contract for Lorey Drive Construction Project
- c. Mesa County Animal Services Contract
- d. Police Vehicle Purchase and Sole Source for Equipment and Installation

4. Resolutions

- a. Resolution Issuing a Revocable Permit to Continue to Allow a Temporary Subdivision Marketing Sign for Summer Hill Subdivision within the Right-of-Way Located at the Intersection of 26 ½ Road and Summer Hill Way
- b. Resolutions Concerning the Issuance of Revocable Permits to 1) the Lowell Village Metropolitan District for the Installation and Ongoing Maintenance of Bioswales, Landscaping and Private Water Service Lines; and 2) Downtown Grand Junction REgeneration, LLC, Peter Smith, Robert Traw and Robert Breeden to Allow for Eaves of New Homes to Overhang in the White Avenue, North 8th Street and Grand Avenue Rights-of-Way Adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1

REGULAR AGENDA

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

5. Public Hearings**a. Legislative**

- i. Clarification of the Ballot Title and Question Referring an Amendment of Ordinance No. 4295 to the April 6, 2021 Municipal Election All as Established by Ordinance No. 4979
- ii. An Ordinance Dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District
- iii. An Emergency Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations

b. Quasi-judicial

- i. Resolution Amending the 2019 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program to Include Round 3 CDBG-CV Funds Received via the CARES Act and Allocate the Funds to Additional Activities

6. Non-Scheduled Citizens & Visitors

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

7. Other Business**8. Adjournment**



Grand Junction City Council

Regular Session

Item #

Meeting Date: February 3, 2021

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Kerry Graves

Information

SUBJECT:

Commission on Arts and Culture

RECOMMENDATION:

To appoint the interview committee's recommended members.

EXECUTIVE SUMMARY:

There are three vacancies on the Commission on Arts and Culture.

BACKGROUND OR DETAILED INFORMATION:

There are three full term vacancies on the Commission on Arts and Culture. Gary Ambrosier, Donna Fullerton and Kristian Hartter's terms are expiring.

FISCAL IMPACT:

n/a

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Commission on Arts and Culture.

Attachments

None

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

January 20, 2021

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 20th day of January 2021 at 5:32 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel (participated remotely), Phyllis Norris, Phillip Pe'a, Anna Stout (participated remotely), Rick Taggart (participated remotely), and Council President Duke Wortmann.

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

Council President Wortmann called the meeting to order and Councilmember Pe'a led the Pledge of Allegiance which was followed by a moment of silence.

Citizen Comments

There were none.

Proclamations

Proclaiming Crime Stoppers Month in the City of Grand Junction

Councilmember Pe'a read the proclamation. Mesa County Crime Stoppers Board Member Kathy Daniels accepted the proclamation virtually.

City Manager Report

City Manager Caton did not have a report.

Council Reports

Councilmember Taggart spoke about the Dr. Martin Luther King, Jr. (MLK) Day Celebration and attended the Grand Junction Housing Authority meeting.

Council President Wortmann thanked Councilmembers Stout and Taggart for attending and helping lead the MLK Day Celebration.

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the January 4, 2021 Workshop
- b. Minutes of the January 6, 2021 Executive Session
- c. Minutes of the January 6, 2021 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduce an Ordinance Dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District and Set a Public Hearing for February 3, 2021

3. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Amending Grand Junction Municipal Code Pertaining to Liquor Licensing Distance Requirements - CONTINUED TO FEBRUARY 17, 2021

4. Contracts

- a. Sole Source Purchase of Point Blank Rifle Plates
- b. CDBG 2020 Program Year Subrecipient Agreement between the Grand Junction Housing Authority and the City of Grand Junction
- c. Lease Agreement for Farming Rights for Saccomanno Park Property
- d. Construction Contract with Xcel Energy for the Riverfront at Dos Rios

5. Resolutions

- a. Resolution Authorizing Application to Great Outdoors Colorado (GOCO) for the Blue Heron Trailhead and Boat Ramp Revitalization

REGULAR AGENDA**Items Relating to the April 6, 2021 Election****A Resolution Setting of a Rate of Taxation for Marijuana Related Businesses**

Draft ballot language for a measure regarding the establishment of authority to impose additional sales and use tax and an excise tax on marijuana businesses in the City was prepared in anticipation of the April 6, 2021 election.

Senior Planner Lance Gloss and City Attorney John Shaver presented this item.

Discussion included that the resolution uses the term "regulated marijuana" to refer to both medical and retail marijuana which conforms with Colorado law, the term "marijuana businesses" would be defined in subsequent City regulatory procedures which would be considered by a future Council and passed by ordinance (outline to be available prior to election), what the best timing would be to discuss/determine marijuana regulatory procedures, that this question only addresses taxation and the authority of Council to determine the level of taxation up to the resolution maximum, the pros and cons of voters or Council determining the types and number of marijuana businesses to be allowed within the City.

A public comment period was opened at 6:17 p.m.

There were no comments.

The public comment period closed at 6:17 p.m.

Councilmember Stout moved to adopt Resolution No. 09-21, a resolution setting a title and submitting to the electorate on April 6, 2021 a measure concerning the taxation of the sale of regulated marijuana and marijuana products, regulated marijuana product manufacturing and cultivation of marijuana for regulated sale to pay for parks, recreation, open space, trails and enforcement purposes and to retain and spend revenues as defined by Article X, Section 20 of the Colorado Constitution for payment therefor and providing other details relating thereto. Councilmember Pe'a seconded the motion. Motion carried by roll call vote with Councilmembers Norris and McDaniel voting NO.

A Resolution Regarding the Repeal of Referred Measure A of the April 5, 2011 Regular Municipal Election

Draft of ballot language for a measure regarding the repeal of the 2011 voter approved moratorium on marijuana businesses in the City was prepared in anticipation of the April

6, 2021 election.

Senior Planner Lance Gloss and City Attorney John Shaver presented this item.

Discussion included clarification verbiage for the resolution by changing the term “uses” to “activities”, the pros and cons of voters or Council determining the number of marijuana businesses to be allowed within the City and if this question should be moved to the November 2021 election.

A public comment period was opened at 6:32 p.m.

There were no comments.

The public comment period was closed at 6:32 p.m.

Councilmember Pe'a moved to adopt Resolution No. 10-21, a resolution setting a title and submitting to the electorate on April 6, 2021 a measure concerning the repeal of the 2011 Referred Measure A to allow marijuana business(es) in the City of Grand Junction, Colorado with the amendment to change the term “uses” to “activities” on line 71. Councilmember Stout seconded the motion. Motion carried by roll call vote with Councilmembers Norris, Andrews and McDaniel voting NO.

An Ordinance Referring a Ballot Proposition to the April 6, 2021 Regular Municipal Election Regarding the Amendment of Ordinance No. 4295

Applicant “The Eddy at Grand Junction, LLC” requested an adjustment to an existing City trail easement that was established to provide for the development of a section of the Colorado Riverfront Trail. This easement was created by a voter approved measure in 2013 and cannot be adjusted, vacated, or diminished by an act of Council without further approval from the People. Therefore, the applicant requested City Council refer a question to the April 6, 2021 ballot to allow for the adjustment of this easement in terms of size and location and amending conditions imposed on development of the site by the same 2013 voter approved measure.

Senior Planner Lance Gloss and City Attorney John Shaver presented this item.

Property owner Stephanie Copeland of Four Points Funding said she and her development team are committed to retaining the Riverfront Trail through the proposed development to the east as well as adding a connection to the west and proposed changes to the ballot language in order to make it clearer.

Mr. Gloss introduced an exhibit from Ms. Copeland of her proposed changes to the ballot language and read it into the record.

Discussion included concerns about the ultimate location of the trail and changes to the ballot language.

The public hearing opened at 7:17 p.m.

No public comments were received during the public hearing. Comments were received prior to the meeting which are attached.

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

Councilmember Andrews moved to adopt Ordinance No. 4979 with approved edits, an ordinance referring a ballot proposition to the April 6, 2021 Regular Municipal Election regarding the Amendment of Ordinance No. 4295 on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Council took a break at 7:24 p.m.

The meeting resumed at 7:34 p.m.

An Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations

At the December 14, 2020 and January 4, 2021 Council workshops the Mesa County Economic Development First Responders and Western Colorado Community Foundation (WCCF) presented updates on COVID-19 response activity. City Council requested a program be developed to assist businesses in 2021. The Business Incubator (BIC) presented a COVID-19 Response Grant Fund program to aid small businesses with fixed costs in the amount of \$500,000 to be administered by the BIC through the Revolving Loan Fund, as well as \$25,000 for BIC administrative costs. The WCCF also presented a plan to be administered by them that would establish a \$250,000 grant fund program to help alleviate hunger for Grand Junction residents by distributing grants to agencies directly responsible for food and hunger relief, as well as \$2,000 to cover WCCF administrative costs. City Council also discussed establishing a fund of \$250,000 to assist Non-Profit Organizations who are otherwise ineligible to participate in other COVID relief programs.

Finance Director Jodi Welch provided background on this item.

Councilmember Stout reported she met with President of the Grand Junction Area

Chamber of Commerce Diane Schwenke, Executive Director of Business Incubator Center Jon Maraschin, Western Colorado Community Foundation President and Executive Director Anne Wenzel and Grants and Outreach Director Tedi Gillespie, City Manager Greg Caton and City Attorney John Shaver to work on what criteria will need to be met to qualify for the non-profit funding program and, who and how the funding will be allocated.

The public hearing opened at 7:50 p.m.

There were no public comments.

The public hearing closed at 7:50 p.m.

Discussion included tabling the amount for the non-profit program until details are available and other available options for Council to move forward.

Councilmember Andrews moved to adopt Ordinance No. 4981 as amended, an ordinance making Supplemental Appropriations to the 2021 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2021 and ending December 31, 2021 for a COVID-19 Response Grant Fund to Aid Small Businesses, for a Grant Program to Help Alleviate Hunger for Grand Junction Residents totaling \$777,000, and appropriating \$250,000 for ratification at a future meeting for a Non-Profit Assistance Program on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Amending the Planned Development Zoning and Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

The City of Grand Junction, requested approval of an amended Planned Development (PD) zoning ordinance and Outline Development Plan (ODP) to add approximately 0.4 acres of property to the Riverfront at Dos Rios Planned Development and add uses allowed within portions of the Light Industrial/Commercial area. In April 2019 the City approved a PD and ODP, but continued to acquire adjacent properties which were added to the PD and ODP by amendment in May 2020. This amendment will add final properties located at 636 and 636 ½ Lawrence Avenue to the Development.

Principal Planner Kristen Ashbeck presented this item.

Discussion included that this change would not add to the City's infrastructure costs.

The public hearing opened at 7:55 p.m.

There were no public comments.

The public hearing closed at 7:55 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4982, an ordinance amending Ordinance No. 4928 to rezone to Planned Development (PD) and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:58 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: February 3, 2021

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Repealing Ordinance No. 2768 and Setting a Public Hearing for February 17, 2021

RECOMMENDATION:

Approve the Ordinance on first reading and set a public hearing for February 17, 2021.

EXECUTIVE SUMMARY:

In 1994 the City Council passed Ordinance No. 2768 conditionally vacating Northacres Road and Sage Court rights of way. This action is consideration of an ordinance to repeal Ordinance 2768 because the conditions of the vacation have not been met.

BACKGROUND OR DETAILED INFORMATION:

In 1994 the City Council passed Ordinance No. 2768 conditionally vacating Northacres Road and Sage Court rights of way. The approval of the ordinance was specifically contingent upon the re-plat of Lot 1, 2 and 7 of Northacres Subdivision that never occurred. Thus, conditions created by the Ordinance and a related access agreement have not been satisfied and accordingly the vacation of the rights of way was never completed.

The property is for sale and a possible purchaser has requested that the City Council repeal the Ordinance. The City staff has reviewed the purchaser's request and determined that the Ordinance may be repealed and rescinded without adverse impact to the City.

FISCAL IMPACT:

There is no direct fiscal impact to the City from this action.

SUGGESTED MOTION:

I move to introduce an ordinance repealing Ordinance No. 2768 an ordinance vacating Northacres Road and a portion of Sage Court in the City of Grand Junction and set a public hearing for February 17, 2021.

Attachments

1. ORD-Rescinding No. 2768
2. Ordinance No. 2768

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 2768 AN ORDINANCE VACATING NORTHACRES ROAD AND A PORTION OF SAGE COURT IN THE CITY OF GRAND JUNCTION

RECITALS:

On September 7, 1994 the City Council passed Ordinance 2768 (“Ordinance” or “the Ordinance”) conditionally vacating certain rights of way legally described therein and generally described as Northacres Road and Sage Court. The Ordinance is recorded in the Mesa County land title records at Book 2100, Page 724 *et. seq.*

The Ordinance, and the vacation of the rights of way that were the subject of that Ordinance, was conditioned on the owner/developer of the Northacres Subdivision (“Subdivision”) and neighbors adjacent to the Subdivision satisfying the terms of an access agreement (“Agreement”) that was intended to serve the needs of the Subdivision and the neighbors when the Subdivision developed. The Agreement was incorporated by reference into the Ordinance. The Subdivision has not developed, the conditions of the Agreement were not met and accordingly the vacation of the rights of way was never completed.

The Subdivision property is for sale and a possible purchaser has requested that the City Council repeal and rescind the Ordinance to alleviate any question or other impediment to development that the Ordinance and the Agreement may have. The City staff has reviewed the purchaser’s request and determined that the Ordinance may be repealed and rescinded without adverse impact to the City.

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

Ordinance 2768 is hereby rescinded, repealed and rendered of no legal effect. Furthermore, this ordinance shall be an annotation to the City’s records concerning Ordinance 2768 with the official City record reflecting this action. This ordinance shall be recorded in the Mesa County land title records.

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 3rd day of February 2021.

C.E. “Duke” Wortmann
President of the City Council
City of Grand Junction, Colorado

Attest:

Wanda Winkelman
City Clerk

PASSED on second reading, approved and ordered published in pamphlet form by the City Council of the City of Grand Junction, Colorado this ____ day of February 2021.

C.E. "Duke" Wortmann
President of the City Council
City of Grand Junction, Colorado

Attest:

Wanda Winkelman
City Clerk

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CITY OF GRAND JUNCTION, COLORADO

Ordinance No. 27681696061 03:23 PM 09/23/94
MONIKA TODD CLR&REC MESA COUNTY COVACATING NORTHACRES ROAD AND A PORTION OF SAGE COURT
CITY OF GRAND JUNCTION

Recitals.

Northacres Road and Sage Court were dedicated and platted as part of the Northacres Subdivision. This subdivision was approved for seven lots. Both of these dedicated rights-of-way were intended to provide access to the seven lots of the Northacres subdivision.

As platted, Northacres Road comes off of North 7th Street (26 1/2 Road) and extends west for approximately 780 feet. The dedicated right-of-way terminates near the Grand Valley Canal.

Sage Court was dedicated as a cul-de-sac street and provides frontage to all lots in the Northacres Subdivision except for Lot 1. The full dedicated length of Sage Court is approximately 500 feet.

A proposal was made to the City of Grand Junction to re-plat Lots 1, 2 and 7, Northacres Subdivision. This re-plat involves the complete vacation of Northacres Road and that portion of Sage Court extending south of Northacres Road to southern ends of Lots 2 and 7.

The Grand Junction Planning Commission, at its July 5, 1994 hearing, approved the final re-plat of Lots 1, 2 and 7, Northacres Subdivision and recommended approval of the requested vacations.

The City Council has duly considered the matter and the recommendation of the Planning Commission and finds that the requirements for vacation of rights-of-way, as set forth in Section 8-3 of the Zoning and Development Code, have been satisfied.

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

That the rights-of-way described below are hereby vacated subject to compliance with the Sage Court Agreement, attached hereto, and subject to the completion of the development of Lots 1, 2, and 7, Northacres Subdivision, in accordance with the Community Development Department's final approval on such subdivision:

That portion of Northacres Road and Sage Court located in Northacres Subdivision, a plat on file and recorded in the Mesa County Clerk and Recorder's Office, being more particularly described as follows:

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Beginning at the northeast corner of said Northacres Subdivision;

Thence West 780.00 feet along the north line of said plat;

Thence South 17 degrees 30 minutes West 52.43 feet along the west line of said plat to the south right-of-way line of said Northacres Road;

Thence along said right-of-way line East 225.76 feet to a point of curvature;

Thence 31.42 feet along the arc of a curve to the right having a radius a 20 feet, a central angle of 90 degrees and a chord bearing South 45 degrees 0 minutes 0 seconds East 28.28 feet to the west right-of-way line of said Sage Court;

Thence along said right-of-way line South 55.32 feet;

Thence along said right-of-way line 36.65 feet along the arc of a curve to the right having a radius of 30 feet, a central angle of 70 degrees and a chord bearing South 35 degrees 0 minutes 0 seconds West 34.41 feet;

Thence along said right-of-way line South 70 degrees West 46.22 feet;

Thence along said right-of-way line 50.16 feet along the arc of a curve to the left having a radius of 80 feet, a central angle of 35 degrees 55 minutes 22 seconds and a chord bearing South 52 degrees 2 minutes 19 seconds West 49.34 feet;

Thence South 89 minutes 31 minutes 34 seconds East 99.44 feet to the east right-of-way line of Sage Court;

Thence along said right-of-way line 97.74 feet along the arc of a curve to the left having a radius of 80 feet, a central angle of 70 degrees 0 minutes 0 seconds and a chord bearing North 35 degrees 0 minutes 0 seconds East 91.77 feet;

Thence along said right-of-way line North 55.32 feet to a point of curvature;

Thence 31.42 feet along the arc of a curve to the right having a radius of 20 feet, a central angle of 90 degrees and a chord bearing North 45 degrees 0 minutes 0 seconds East 28.28 feet to the south right-of-way line of said Northacres Road;

Thence along said right-of-way East 460 feet;

Thence 31.42 feet along the arc of a curve to the right having a radius of 20 feet, a central angle of 90 degrees and a chord bearing South 45 degrees 0 minutes 0 seconds East 28.28 feet to the west right-of-way line of 7th Street;

Thence North along said right-of-way line 70 feet to the point of beginning.

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INTRODUCED for FIRST READING and PUBLICATION this 17th day of August, 1994.

PASSED on SECOND READING this 7th day of September, 1994.

ATTEST:

Stephanie Hye
City Clerk

RT Mantlo
President of City Council



AGREEMENT

BOOK 2100 PAGE 727

This agreement is made between the City of Grand Junction, William Merkel ("Developer" or "Merkel"), John I. Gordon and Sharon A. Gordon ("Gordon"), Michael R. Heuton and Judy M. Heuton ("Heuton"), William E. Putnam and Wanda Wray Putnam ("Putnam"), Harry K. Webster and Ruth H. Webster ("Webster"), Gordon R. Gilbert and Victoria L. Gilbert ("Gilbert"), and Mark S. Wilson and Virginia B. Wilson ("Wilson").

Recitals.

For many years, the residents of Sage Court (hereinafter referred to as "Sage Court residents") used an under-improved private right-of-way for access to their homes, which private right-of-way burdened the Gordon and Heuton properties. During that same period, a platted but unimproved right-of-way, created at the time of the recordation of the Northacres Subdivision plat, existed.

Merkel has received preliminary approval to re-subdivide and develop residential lots on the northern portion of the original Northacres Subdivision, specifically lots 1, 2, and 7. To provide access to the lots in the proposed re-subdivision of Lots 1, 2, and 7 of Northacres Subdivision, Merkel is willing to relocate and re-align Northacres Road in a way that would make feasible the discontinuation of the use of the under-improved road, and provide adequate ingress/egress to the existing homes.

For the Sage Court residents, a purpose of this agreement is to provide for the continued existence of an area lying on the inside curve of the Sage Court cul-de-sac, locally known as "Putnam Park."

The parties enter into this agreement to provide a permanent right-of-way solution, to resolve other issues as set forth herein and to improve the Merkel and other property.

Now, therefore, in consideration of the benefits received, the promises made and the burdens assumed the parties agree as follows:

1. (a) Merkel shall apply to obtain final plat approval for the replat of Lots 1, 2, and 7 of Northacres Subdivision on or before October 1, 1994. Merkel shall seek approval for a subdivision re-plat substantially similar to that shown on Exhibit J-1, attached hereto. No changes to the alignment of those portions of Sage Court and Northacres Road which are not located on Merkel's property shall be allowed without the written consent of the owner(s) of the adjacent property; however, notwithstanding the foregoing, the City Council may, as a part of a public

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hearing process, make such changes if the Council finds that the change(s) is in the interest of the public.

- (b) As a part of the subdivision process, Merkel shall offer to dedicate to the City the right-of-way (which is under his ownership and control) as identified on Exhibit J-1 and shall improve Northacres Road and the portion of the platted Sage Court which is north of the north lot lines of lots 3 & 6, Northacres Subdivision, to the minimums set by City standards. Merkel shall not be required to construct curb, gutter and sidewalk improvements on the south half of that part of Northacres Road which abuts the Gordon property. That portion of Sage Court north of the north line of lots 3 & 6, Northacres Subdivision, shall be constructed, by Merkel, without curb, gutter and sidewalk and shall consist of a twenty-two foot (22') wide asphalt street section consistent with current City standards, from such north line to a point (determined by the City Engineer) where the street section shall be widened so as to transition to a twenty-eight foot (28') wide asphalt section at the end of the curb return (at the intersection of Sage Court and Northacres Road). Merkel shall provide required curb returns at the intersection of Sage Court and Northacres Road which shall be constructed of concrete curb and gutter.
2. (a) The City shall, following Merkel's completion of the construction of Northacres Road and that portion of Sage Court north of the north lot lines of lots 3 & 6, Northacres Subdivision, as weather permits and materials are available, but in any event by October 1, 1995, cause the surface of the realigned Sage Court right-of-way lying south of said north lot lines to be paved with recycled asphalt.
- (b) Following the paving described in (a) above, the City Manager agrees to submit to the City Council an ordinance to vacate that portion of the Sage Court right-of-way which is wider than the paved and realigned Sage Court generally as shown on Exhibit J-1, subject however to a reservation for existing utilities, specifically including the existing fire hydrant and supply line(s) and provided further that the land which is inside the inner curve line of the cul-de-sac shall not be vacated but shall be dealt with as provided in paragraph 7 (b), below. The City shall submit such a vacation ordinance to the Council within forty-five (45) days following the completion of the paving. The City shall provide the necessary legal descriptions.
- (c) The City agrees that it shall, contemporaneously with (by contracting with Merkel or his contractor) or forthwith

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after the completion of the improvements required of Merkel on Seventh Street, complete the improvements along the west side of Seventh Street which adjoins Gordon's property with curb, gutter, and either sidewalk and suitable aggregate between the sidewalk and the curb or an attached sidewalk. Upon completion of such improvements, there will be no unpaved area between the curbing and the sidewalk adjacent to the area to be improved by the City pursuant to this subsection. The City shall complete such work as soon as is practicable, considering that such work will be done in conjunction with the other City bids, but in no event later than October 1, 1995.

- (d) If required, the City agrees to pay to Public Service Company of Colorado an amount, in no event more than \$2,000.00, to connect the present gas lines serving the Sage Court residents to a new gas line caused to be installed by Merkel. Any such new connection shall be located in public right-of-way. There shall be no charge to the Sage Court residents for this task.
- (e) Merkel is, notwithstanding any provision to the contrary herein, only responsible for and required to provide legal descriptions for activities and improvements which occur on, or within the bounds of, lots 1, 2 and 7 of Northacres Subdivision.

3. Webster, Putnam, Gilbert, and Wilson (hereinafter referred to as "Sage Court residents") and Heuton agree to Quit Claim all of their individual and collective interest(s) in and to the 1976 right-of-way to Gordon, for no additional consideration. Heuton agrees to Quit Claim Heuton's interest(s) in the 1976 right-of-way to Gordon. Each of the Quit Claim deeds to be executed shall be in the form as shown on Exhibit 3. Such fully executed conveyances shall be delivered to Western Colorado Title Company, as escrow agent, on or before (10) ten calendar days following execution hereof. Such escrow agent shall cause the same to be recorded forthwith following receipt of a letter from the City's Director of Public Works that the following work has been completed and approved by the City: (1) the construction of Sage Court north of the north line of lots 3 and 6 and Northacres Road; (2) surfacing of Sage Court south of Merkel's southern property line; and (3) connection of the gas lines providing service to the Sage Court residents to the new gas line constructed on Merkel's property. Each such quit claim deed shall reserve the right in the grantor(s), their successors and assigns, to the existing easement(s) for City water for the continued use, maintenance and operation so long as such City water line is in use and no alternative City water line(s) are physically available to serve each such grantor(s). The Sage Court residents, jointly and severally, agree to pay the costs of such escrow which is \$100.00.

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Q.
E.P.
C.W.

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4. Within ten (10) days of written request from the City or Merkel, Gordon agrees to grant by warranty deed to Merkel, and Merkel agrees to dedicate to the City of Grand Junction, for use as a public right-of-way, a parcel eight feet in width (from north to south) beginning at the northeast corner of Gordon property, thence westerly to the first point where Northacres Road does not abut the Gordon property and such additional right-of-way on 7th Street as is required to comply with the provision of 2(c), above. Such parcel is shown graphically on Exhibit J-1, attached hereto. Merkel shall cause the legal description of such parcel to be prepared and delivered to the City Attorney on or before September 15, 1994. The City Attorney shall, upon receipt of such legal description, prepare an appropriate warranty deed and deliver same to Gordon's attorney. Upon execution thereof, Gordon shall cause said executed deed to be delivered to the City Attorney who shall cause it to be recorded contemporaneously with the re-plat of Lots 1, 2, and 7 of Northacres Subdivision.

5. City agrees that Gordon, Heuton, and the Sage Court residents, and their successors in title, shall not be required to construct or contribute toward the cost of improvements to the roadway including curb, gutter and sidewalk serving Northacres Subdivision, even though same abuts their north property boundaries, so long as the Gordon, Heuton and the Sage Court residents' properties, respectively, remain in their current condition and a development permit is neither applied for nor required. The City represents that it has no present plans to make such improvements; such improvement(s) would typically only occur if the homeowners petitioned for such improvements, in which case the homeowners would share in the costs of the improvements.

6. This agreement shall have no binding effect until it is executed by each party identified herein. This agreement may be signed in counterparts. The signature of a party may be evidenced by a facsimile copy thereof with hard copy to follow forthwith.

7. (a) For that portion of Sage Court which is not on the property to be developed by Merkel and which is, pursuant to this Agreement, to be paved by the City, the pavement width shall be twenty-two feet (22') or, if less than twenty-two feet (22') because of site constraints, the maximum usable for travel (as determined by the Director of Public Works of the City).

(b) On or before January 1, 1995, the Sage Court residents shall cause to be formed an association which shall have as a lawful purpose thereof the right, duty and power to apply for, and receive and be bound by, a revocable permit from the City (if for whatever reason said association is not formed, the revocable permit shall be issued to the Sage Court residents); such permit shall grant the right to the association to maintain and operate what is locally known as "Putnam Park," pursuant to the terms of such permit. The City shall create the legal description of

s:sagct.agr:8/22/94:page 4 of 6

Q
ep
cc

BOOK 2100 PAGE 731

"Putnam Park." The Sage Court residents shall not be required to pay a fee for the issuance of such revocable permit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION



by: Mark Achen date: 9-7-94
Mark Achen, City Manager

TEST:
by: Stephanie Nye date: 9-7-94
Stephanie Nye, City Clerk

by: William D. Merkel date: 9-1-94
William Merkel, Developer

by: John I. Gordon date: 8/26/94
John I. Gordon

by: Sharon A. Gordon date: 8/26/94
Sharon A. Gordon

by: Michael R. Heuton date: 8/25/94
Michael R. Heuton

by: Judy M. Heuton date: 8/25/94
Judy M. Heuton

by: William E. Putnam date: 23 AUGUST 1994
William E. Putnam

by: Wanda Wray Putnam date: 23 August 1994
Wanda Wray Putnam

s:sagect. agr: 8/22/94: page 5 of 8

20
N.E.P.
K.C.

BOOK 2100 PAGE 732

by: Harry K. Webster date: August 23, 1994
Harry K. Webster

by: Ruth H. Webster date: August 23, 1994
Ruth H. Webster

by: Gordon R. Gilbert date: 8/23/94
Gordon R. Gilbert

by: Victoria L. Gilbert date: 8/23/94
Victoria L. Gilbert

by: Mark S. Wilson date: 8/23/94
Mark S. Wilson

by: Virginia B. Wilson date: 8/23/94
Virginia B. Wilson

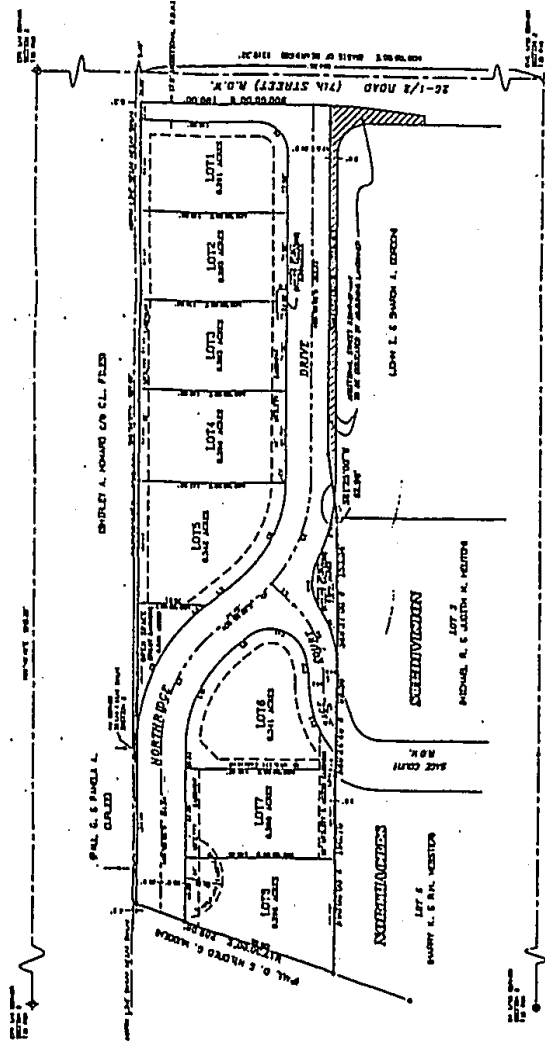
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200

NORTHACRES REPLAT

REPLAT OF LOTS 1, 2, AND 7, NORTHACRES SUBDIVISION

EXHIBIT J - 1



LARGE/CLUSTER TABLE

LOT	AREA	PERCENT	AREA	PERCENT	AREA	PERCENT	AREA	PERCENT
1	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
2	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
7	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
8	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
9	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
10	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
11	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
12	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
13	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
14	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
15	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
16	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
17	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
18	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
19	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
20	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
21	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
22	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
23	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
24	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
25	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
26	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
27	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
28	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
29	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
30	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
31	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
32	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
33	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
34	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
35	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
36	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
37	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
38	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
39	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
40	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
41	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
42	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
43	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
44	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
45	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
46	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
47	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
48	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
49	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
50	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
51	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
52	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
53	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
54	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
55	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
56	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
57	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
58	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
59	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
60	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
61	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
62	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
63	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
64	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
65	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
66	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
67	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
68	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
69	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
70	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
71	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
72	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
73	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
74	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
75	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
76	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
77	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
78	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
79	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
80	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
81	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
82	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
83	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
84	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
85	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
86	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
87	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
88	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
89	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
90	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
91	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
92	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
93	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
94	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
95	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
96	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
97	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
98	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
99	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00
100	1.00	100.00	1.00	100.00	1.00	100.00	1.00	100.00

From Original

BOOK 2100 PAGE 733

NORTHACRES REPLAT
REPLAT OF LOTS 1, 2, & 7
NORTHACRES SUBDIVISION

THOMPSON-LANGFORD CORPORATION
 174 ROAD 200 S-210 (1000)
 GRAND JUNCTION, CO. 81505 (303) 243-6007

Exhibit J-1

RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

BOOK 2100 PAGE 735

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Michael R. Heuton and Judy A. Heuton.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Address

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Harry K. Webster and Ruth H. Webster.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Address



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: February 3, 2021

Presented By: Mike Nordine, Deputy Police Chief

Department: Police

Submitted By: Deputy Chief Mike Nordine

Information

SUBJECT:

Public Safety Building Renovation Furniture and Fixtures Sole Source Contract

RECOMMENDATION:

Staff recommends Council Authorize the Sole Source contract with Office Outfitters Inc. for the purchase of furniture and fixtures for the Public Safety Building Renovation project.

EXECUTIVE SUMMARY:

Office Outfitters Inc. was the vendor providing furniture and fixtures for the Public Safety Building when it was built in 2012. In order to maintain consistency in form, design and style Staff requests Office Outfitters be used for this project. This is particularly necessary since many of the areas being renovated are not replacing furniture and fixtures but adding to them.

BACKGROUND OR DETAILED INFORMATION:

The Public Safety Building is being renovated to accommodate the additional staff authorized with the passage of 2B in April of 2019. The increase of 31 positions in the Department requires additional space.

FISCAL IMPACT:

Council approved \$400,000 for the total project in the 2021 Budget. The bid for the construction phase of the project was approved at \$315,000. Furniture and Fixtures are anticipated to be \$85,000.

SUGGESTED MOTION:

I move to (approve/not approve) the Sole Source contract with Office Outfitters for the purchase of furniture and fixtures for the Public Safety Building Renovation Project.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: February 3, 2021

Presented By: Trent Prall, Public Works Director, Jay Valentine, General Services Director

Department: Public Works - Streets

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

Contract for Lorey Drive Construction Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the Lorey Drive Construction Project in the amount of \$212,762.25.

EXECUTIVE SUMMARY:

This construction contract includes the reconstruction of Lorey Drive from Ella Street to 1st Street. This contract with Agave Construction, LLC, if approved, will reconstruct an approximately 550 linear foot long segment of Lorey Drive, which consists of two lanes along with curb, gutter, and sidewalk.

BACKGROUND OR DETAILED INFORMATION:

This project will include the reconstruction of approximately 550 feet of roadway on Lorey Drive between Ella Street and 1st Street. It will include adjustments to an irrigation line, storm sewer, and the replacement/upsized of a storm inlet. It will also include new sidewalk, curb, and gutter along the north side of the street to connect the new ADA ramp on the corner of 1st Street to the existing sidewalk, providing continuous access for pedestrians along this segment of roadway.

This contract includes 41 linear feet of irrigation line, 79 linear feet of storm sewer, 1 manhole, 1 storm drain inlet, 2,716 square yards of asphalt milling/removal, 780 tons of

new aggregate base course, 600 tons of hot mix asphalt placement, 118 linear feet of concrete curb, gutter, and sidewalk, and 1 concrete curb ramp.

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

Firm	Location	Bid Amount
Agave Construction, LLC	Grand Junction, CO	\$212,762.25
Sorter Construction, Inc.	Grand Junction, CO	\$225,235.25
Oldcastle SW Group, Inc. dba United Companies	Grand Junction, CO	\$232,572.85
MM Skyline Contracting, Inc.	Grand Junction, CO	\$240,339.00
Kilgore Companies, LLC dba Elam Construction	Grand Junction, CO	\$249,694.00
CW Construction, Inc.	Grand Junction, CO	\$266,207.50
M.A. Concrete Construction, Inc.	Grand Junction, CO	\$267,517.00
CON-SY, INC.	Grand Junction, CO	\$283,730.24

This project is scheduled to begin in late February with an expected final completion date of the end of March.

FISCAL IMPACT:

The funding for this project was budgeted in the 2020 Contract Street Maintenance Fund and will be included in the first supplemental appropriation ordinance. A total of \$250,000 is budgeted to cover the anticipated project costs as well as testing requirements.

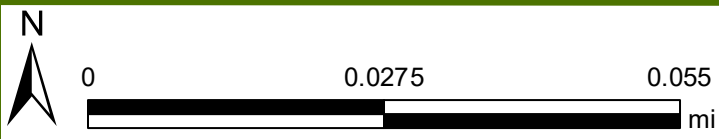
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Agave Construction, LLC of Grand Junction, CO for the Lorey Drive Construction Project in the amount of \$212,762.25.

Attachments

1. Lorey Drive Construction Project Limits

Lorey Drive Construction Project Limits



Printed: 1/21/2021

1 inch = 94 feet





Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: February 3, 2021

Presented By: Doug Shoemaker, Chief of Police

Department: Police

Submitted By: Doug Shoemaker

Information

SUBJECT:

Mesa County Animal Services Contract

RECOMMENDATION:

It is recommended that City Council approve the contract with Mesa County Animal Services for the provision of animal services within the City of Grand Junction for the period of January 1, 2021, through December 31, 2021.

EXECUTIVE SUMMARY:

Mesa County Animal Services (MCAS) has provided animal services for the City of Grand Junction at a contract rate since at least 1983. This contract provides for the continuation of such services for the period of January 1, 2021 through December 31, 2021.

BACKGROUND OR DETAILED INFORMATION:

The City has adopted Title 6 of the Grand Junction Municipal Code for the control of animals within the City, and has contracted with MCAS to administer and enforce the Code.

The County has agreed to enforce the Code at a maximum cost to the City of not more than \$383,939.21, payable each quarter in the amount of \$95,854.80, with the final amount due based on the actual cost accounting for the services provided throughout the year.

FISCAL IMPACT:

The contract services cost are included in the 2021 Adopted budget.

SUGGESTED MOTION:

I move to (approve/deny) the contract with Mesa County Animal Services for the provision of animal services within the City of Grand Junction for the period of January 1, 2021 through December 31, 2021 and (authorize/not authorize) the Mayor to sign.

Attachments

1. Animal Services Contract

**AGREEMENT BETWEEN MESA COUNTY, COLORADO, A POLITICAL
SUBDIVISION OF THE STATE OF COLORADO, BY AND THROUGH THE MESA
COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE CITY OF GRAND
JUNCTION, A COLORADO HOME RULE MUNICIPALITY, PERTAINING TO ANIMAL
SERVICES.**

The City of Grand Junction, a Colorado home rule municipality ("City"), and Mesa County, Colorado, a Political Subdivision of the State of Colorado, by and through the Mesa County Board of County Commissioners, ("Mesa County" or "County") for the benefit of Mesa County Animal Services ("MCAS") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated January 11 , 20 21 , is intended to provide the basis for animal services for the year January 1, 2021 through December 31, 2021.

AGREEMENT

(1) The City has adopted Title 6 of the Grand Junction Municipal Code ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce the animal control Code within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Three Hundred Eighty Three Thousand, Nine Hundred Thirty Nine and 21/100ths (\$383,939.21). The City shall make three equal payments to the County of, Ninety Five Thousand, Nine Hundred Eighty Four and 80/100ths (\$95,984.80), on or before March 31, June 30, and September 30, 2021. A final payment for 2021 services shall be made on or before January 15, 2022 following an actual cost accounting for the animal control services provided to the City by MCAS. The final payment for services shall not exceed \$383,939.21 but may, as shown by the accounting, be less than that amount. Upon receipt of four payments not to exceed the total sum of \$383,939.21 the County shall have received full consideration for its services.

All fines and shelter/impoundment revenues derived from 2021 enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered and such revenue is separate and apart from the calculation of payments due to the County from the City.

(4) The consideration paid by the City to the County as established by this

Agreement is sufficient to support the making and enforcement of this Agreement. The consideration is determined as follows:

a. Mesa County's actual expenses (shown herein below as personnel expenditures, operating expenditures and Mesa County OMB Circular A-87 Cost Allocation Plan – 2019 Actual Expenditures) for animal services from July 1, 2019 through June 30, 2020 shall be reduced by MCAS operation revenues from July 1, 2019 through June 30, 2020, excluding as provided in (3) all fines and shelter/impoundment revenues paid by the City.

The resulting amount represents the Estimated Net Cost of the overall, combined City-County animal services program for 2021.

The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures permitted in the formula in paragraph (4)c hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended. There are no approved Capital expenditures for the term of this Agreement.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Estimated Net Cost of the City-County Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the Estimated City Cost for Animal Services 2021. The resulting figure is the estimated amount due Mesa County under this Agreement for providing animal control services in 2021. That amount will be paid as provided in paragraph (3) hereof.

The 2021 calculation is:

\$ 655,605.00	personnel expenditures 7/1/19 to 6/30/20
\$ 178,128.00	operating expenditures 7/1/19 through 6/30/20
\$ 298,028.00	Mesa County A-87 Cost Allocation Plan 2019 Actual Expenditures
\$ 0.00	Capital expenditures
\$ 252,578.00	MCAS operation revenues from 7/1/19 through 6/30/20

\$ 879,183.00	Estimated Net Cost of City-County Program
X 43.67	City's 3-year average percentage of Animal Control Responses 7/1/17 through 6/30/20
\$ 383,939.21	Estimated City Cost for Animal Services 2021.
\$ 95,984.80	PAYMENTS DUE Mesa County for Estimated City Cost for Animal Services for 2021. Final payment based on actual costs, all payments not to exceed Estimated City Cost for Animal Services 2021.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for emergency calls for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted in the Grand Junction Municipal Court in the same manner as other enforcement actions as determined by the City prosecutor. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) Liability. Each party understands and agrees that each may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101, et seq., C.R.S. and as amended. Each party shall be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Any person(s) employed by the City or the County that performs work hereunder shall remain employee(s) of the respective party and not agent(s) and/or employee(s) of the other party.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2021 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2022 services no later than November 1, 2021. After

review of the proposed Agreement, the City will on or before December 1, 2021, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2021 Agreement.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2021, the provision of animal services to the City shall cease June 30, 2022.

Attest:

CITY OF GRAND JUNCTION

City Clerk:

Mayor:

Date: _____

Date: _____

Attest:

COUNTY OF MESA



County Clerk: Tina M. Peters



Board of County Commissioners
Chairperson: Scott McInnis

Date: 1/11/2021

Date: 1/11/2021



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: February 3, 2021

Presented By: Doug Shoemaker, Chief of Police, Jay Valentine, General Services Director

Department: Police

Submitted By: Jay Valentine

Information

SUBJECT:

Police Vehicle Purchase and Sole Source for Equipment and Installation

RECOMMENDATION:

Staff recommends the purchase of twelve police patrol units from Phil Long Ford in the amount of \$421,373.00.

Staff also recommends Sole Sourcing patrol car equipment and installation to AV-Tech Electronics in the amount of \$189,642.02.

EXECUTIVE SUMMARY:

This purchase is for replacement of twelve police patrol units and will be purchased through accruals in the Fleet replacement fund. Replacement is determined through a life cycle cost analysis along with a physical condition assessment which factors in vehicle age, mileage, maintenance and repair cost to date, overall vehicle appearance, and historical failure analysis based on mileage.

The purchase of these units for \$421,373 will replace twelve patrol units that have reached the end of their useful life. The Sole Source request ties to the vehicle purchase as this is the conversion process where items such as light bars and equipment are added to the standard vehicle in the amount of \$189,642.02.

BACKGROUND OR DETAILED INFORMATION:

The purchase of these units for \$421,373 will replace twelve patrol units that have

reached the end of their useful life. As part of the fleet replacement program these unit will be used as Commander, Sergeant, K-9, and uniform patrol purposes.

Ford Motor Company rolled over the prices from 2020 to 2021 with no price increase for this year. Consequently, this order of 12 units will be a piggyback on last year's purchase that was procured based off of the result of a competitive bid through the State of Colorado.

The Sole Source request ties to the vehicle purchase as this is the conversion process where items such as light bars and equipment are added to the standard vehicle. In the past, Av-Tech has been the low bidder and has demonstrated proven customer service by working closely with Fleet, and the Police department to ensure all our cars built identical in accessory equipment make, location and functionality. Through this sole source a separate purchase order will be issued to Av-Tech electronics in the amount of \$189,642.02.

FISCAL IMPACT:

The replacement funds are budgeted in the 2021 Fleet replacement budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Phil Long Ford for the purchase of twelve (12) Ford Utility Interceptor police vehicles in the amount of \$421,327.00 and enter into a sole source contract with Av-Tech electronics in the amount of \$189,642.02.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: February 3, 2021
Presented By: Scott D. Peterson, Senior Planner
Department: Community Development
Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Resolution Issuing a Revocable Permit to Continue to Allow a Temporary Subdivision Marketing Sign for Summer Hill Subdivision within the Right-of-Way Located at the Intersection of 26 ½ Road and Summer Hill Way

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Applicant, Paradise Hills Properties LLC, is requesting a Revocable Permit to allow a subdivision marketing sign which advertises Summer Hill Subdivision within the right-of-way of Summer Hill Way at the intersection with 26 1/2 Road. If the request is approved, the applicant will remove the sign at the time when the last home within the subdivision is constructed or by January 1, 2024, whichever comes first. The Revocable Permit allows the City to acknowledge the existing encroachment and sets an end date for when the sign will be removed while retaining the ability to require the removal of the sign at any point in time should the need arise for the public use of the right-of-way.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The existing real estate marketing sign advertising Summer Hill Subdivision located at the intersection of 26 ½ Road and Summer Hill Way has been in place for approximately 20 years. Upon a recent inquiry made from a member of the general public, the City was unable to locate any permit for the sign nor any permit that allowed

the encroachment into the City's right of way. Paradise Hills Properties LLC first began development of Summer Hill Subdivision in the late 1990's. Currently the subdivision consists of eight (8) filings with a total of an estimated 170 completed single-family homes. The final filing of Summer Hill is currently under construction and when completed, a total of 200 homes will have been developed.

The sign located at the intersection of 26 ½ Road and Summer Hill Way was first installed in the early 2000's and has remained in place ever since. The sign has been updated and repaired over the years by the applicant. With the Revocable Permit application, the applicant is requesting to receive approval for the existing sign to remain at its present location and the permit would establish a timeframe on when the sign will be removed. As proposed, the sign would need to be removed at the time of when the last undeveloped lot within the subdivision is issued a planning clearance or January 1, 2024, whichever comes first.

A Revocable Permit is needed to ensure that any private development on public land is safely conducted in a manner that does not pose potential burdens on the public.

ANALYSIS

Per Section 21.02.180 (c) of the Grand Junction Zoning & Development Code, requests for a Revocable Permit shall demonstrate compliance with all of the following approval criteria:

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

The granting of the Revocable Permit will continue to allow wayfinding for the traveling public by maintaining an identifying element of Summer Hill Subdivision within view of the 26 ½ Road right-of-way, at the intersection with Summer Hill Way. The granting of this Revocable Permit request will also require that the applicant remove the sign at the time when the last home within the subdivision is constructed or by January 1, 2024, whichever comes first, therefore bringing an official end date on which the sign will be removed from the public right-of-way. Staff therefore finds this criterion has been met.

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

The granting of the Revocable Permit will continue to allow wayfinding for the traveling public by maintaining an identifying element of Summer Hill Subdivision at the intersection of 26 ½ Road and Summer Hill Way, that will continue to aid in finding the subdivision efficiently. There is a strong desire from the developer of the project to continue the placement of the sign at this location and the representative has provided that it assists in wayfinding and locating the subdivision. Staff has found this criterion to

have been met.

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

The existing intersection of 26 ½ Road and Summer Hill Way is currently suitable for the placement of a temporary marketing sign and it has been erected for approximately 20 years at this location without issue or obstruction for those utilizing the right of way. The existing location of the sign within the right-of-way does not interfere with any anticipated future City improvements at this time and does not create a site distance problem. The granting of the Revocable Permit does not inhibit the City or other utility companies from maintaining their required infrastructure, if necessary. No adverse comments were received from utilities or other service providers during the review process concerning this requested Revocable Permit request. Therefore, staff finds this criterion has been met.

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

The existing location for the Summer Hill Subdivision marketing sign, which has been in this location for nearly 20-years, has not had any documented negative impacts within this time period on access, traffic circulation, neighborhood stability or character and is located outside of the floodplain and natural hazard areas. Staff therefore finds this criterion has been met.

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

The subdivision marketing sign will conform with all City standards should approval of the Revocable Permit be approved. The applicant has submitted for a sign permit and has demonstrated compliance with the City's sign regulations; however the permit issuance is contingent upon approval of the encroachment into City right of way.

The proposal also conforms to the recently adopted Comprehensive Plan, in the particular, Principal 5, Strong Neighborhoods and Housing Choices, Goal 3, Support continued investment in and ongoing maintenance of infrastructure and amenities in established neighborhoods.

Staff, therefore, finds this criterion has been met.

(6) The application complies with the submittal requirements as set forth in

Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual.

The application complied with the submittal requirements for a Revocable Permit. Therefore, this criterion has been found to be met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Revocable Permit request from Paradise Hills Properties LLC to allow a subdivision marketing sign which advertises Summer Hills Subdivision within the right-of-way of Summer Hill Way at the intersection with 26 1/2 Road, the following findings of fact and conditions have been made:

1. The request has demonstrated compliance with Section 21.02.180 (c) of the Zoning and Development Code.

Condition 1. Obtain Sign Permit.

Condition 2. The Sign shall be removed at the time when the last home within the subdivision is constructed or by January 1, 2024, whichever occurs first.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

This request does not have a direct fiscal impact to the City.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 11-21, a resolution concerning the issuance of a Revocable Permit to Paradise Hills Properties, LLC for a temporary subdivision marketing sign for Summer Hill Subdivision within the public right-of-way at the intersection of 26 1/2 Road and Summer Hill Way with the findings of fact and conditions as listed in the staff report.

Attachments

1. Development Application - Dated 11-16-20
2. RES-Revocable Permit Summerhill

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Applicant Information

Representative Information

Name:

Name:

Name:

Street Address:

Street Address:

Street Address:

City/State/Zip:

City/State/Zip:

City/State/Zip:

Business Phone #:

Business Phone #:

Business Phone #:

E-Mail:

E-Mail:

E-Mail:

Fax #:

Fax #:

Fax #:

Contact Person:

Contact Person:

Contact Person:

Contact Phone #:

Contact Phone #:

Contact Phone #:

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

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

Signature of Person Completing the Application

Darah Galvin

Digitally signed by Darah Galvin
 Date: 2020.11.16 12:05:18 -07'00'

Date

Signature of Legal Property Owner



Date

Summer Hill Subdivision

General Project Report

Revocable Permit

A. Request:

Paradise Hills Properties LLC is requesting a Revocable Permit to allow an existing free-standing sign within the Summer Hill Way right-of-way adjacent to 26 ½ Rd at the entrance to Summer Hill Subdivision (see Exhibit A & Exhibit B) until the last home in the subdivision is under construction or January 1, 2024, whichever comes first.

B. Background:

Summer Hill Subdivision first began development under Paradise Hills Properties LLC in the late 1990's, and currently consists of 8 filings with a total of roughly 170 completed homes. The final filing of Summer Hill is currently under construction and when completed, there will be a total of 200 homes in the development. This subdivision incorporates a low-maintenance lifestyle with varied topography, unique natural drainages, and many different walking paths.

The area around the site has recently been undergoing major development. The request for the allowance of the existing sign is intended to: 1) receive formal approval for the existing sign that has been in place for nearly 20 years; 2) continue to provide wayfinding for homebuyers, agents, contractors, etc.; 3) to establish a timeline for future removal of this sign.

The sign was first installed in the early 2000's, and has been there ever since, although it has been updated and kept in good repair over time. The triangle of land where the sign is located was landscaped by the developer and is maintained by the HOA.

The existing location for this sign is located within the right-of-way for Summer Hill Way on the corner of 26 ½ Rd

C. Code Analysis:

Per Section 21.02.180 (c) of the Grand Junction Zoning and Development Code, requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. There will be benefits derived by the community or area by granting the proposed revocable permit.

The granting of this permit will allow for better wayfinding for visitors and potential new owners to the property by keeping the identifying element of Summer Hill within view of 26 ½ Rd traffic. The subdivision of about 200 homes generates significant traffic volume and if the sign were to be removed, it would increase the likelihood of possible traffic incidents, primarily unplanned circulation or recirculation caused from confusion to multiple developments off of 26 ½ Rd.

- b. There is a community need for the private development use proposed for the City property.

The Summer Hill community provides a wonderful low maintenance living subdivision focused on outdoor living to the community. Helping maintain and enhance the visibility of the site will aide new homebuyers, construction personnel, and others associated with the new construction in finding the property efficiently.

- c. The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.

The existing Summer Hill Way right-of-way is suitable for an encroachment of a free-standing sign. The encroachment of the proposed sign into the Right of Way does not interfere with any anticipated future City improvements and does not create a site distance problem. The sign has existed in this location for approximately 20 years. Per Exhibit C, a wayfinding sign was requested by the City for construction traffic at Lanai and 26 ½ Road back in 2002, which would have been a comparable location and use. The granting of the Revocable Permit does not inhibit the City or other utility companies from maintaining their required infrastructure.

- d. The proposed use shall be compatible with the adjacent land uses.

The proposed encroachment is compatible with adjacent land uses as it meets, and apart from it being located within City right-of-way, all of the standards set forth under Section 21.06.040(e).

- e. The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.

The encroachment of the proposed sign into the Summer Hill Way right-of-way can help access and traffic circulation from 26 1/2 by making the property easier to locate and does not create a site distance concern as it is set back enough from 26 ½ Rd

- f. The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.

The proposed use, which is existing, conforms to all City standards, codes and regulations. It is also worth mentioning that the proposed use is also common throughout the City as it is common for real estate marketing sign to be placed at the

entrance to a subdivision as well as the many signs we see on a daily basis advertising open houses, yard sales, etc.

- g. The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, Chapter Two of the Zoning and Development Code and the SSID Manual.

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

D. Exhibits:

Exhibit A – Legal Description

Exhibit B – Map Depiction

Exhibit C- Construction Sign Letter

Exhibit D- Aerial Location Map

Exhibit E- Pictures of Existing Sign

Exhibit F- Letter of Approval from Summer Hill Homeowner's Association

Exhibit A – Legal Description

REVOCABLE PERMIT

A parcel of land being described at Reception Number 1899260, at the Mesa County Clerk and Recorder, situated in the southwest quarter of the northeast quarter of Section 26 Township 1 North, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado,

Containing 450 Square feet, more or less.

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



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

Exhibit B- Map Depiction and Corresponding Deed

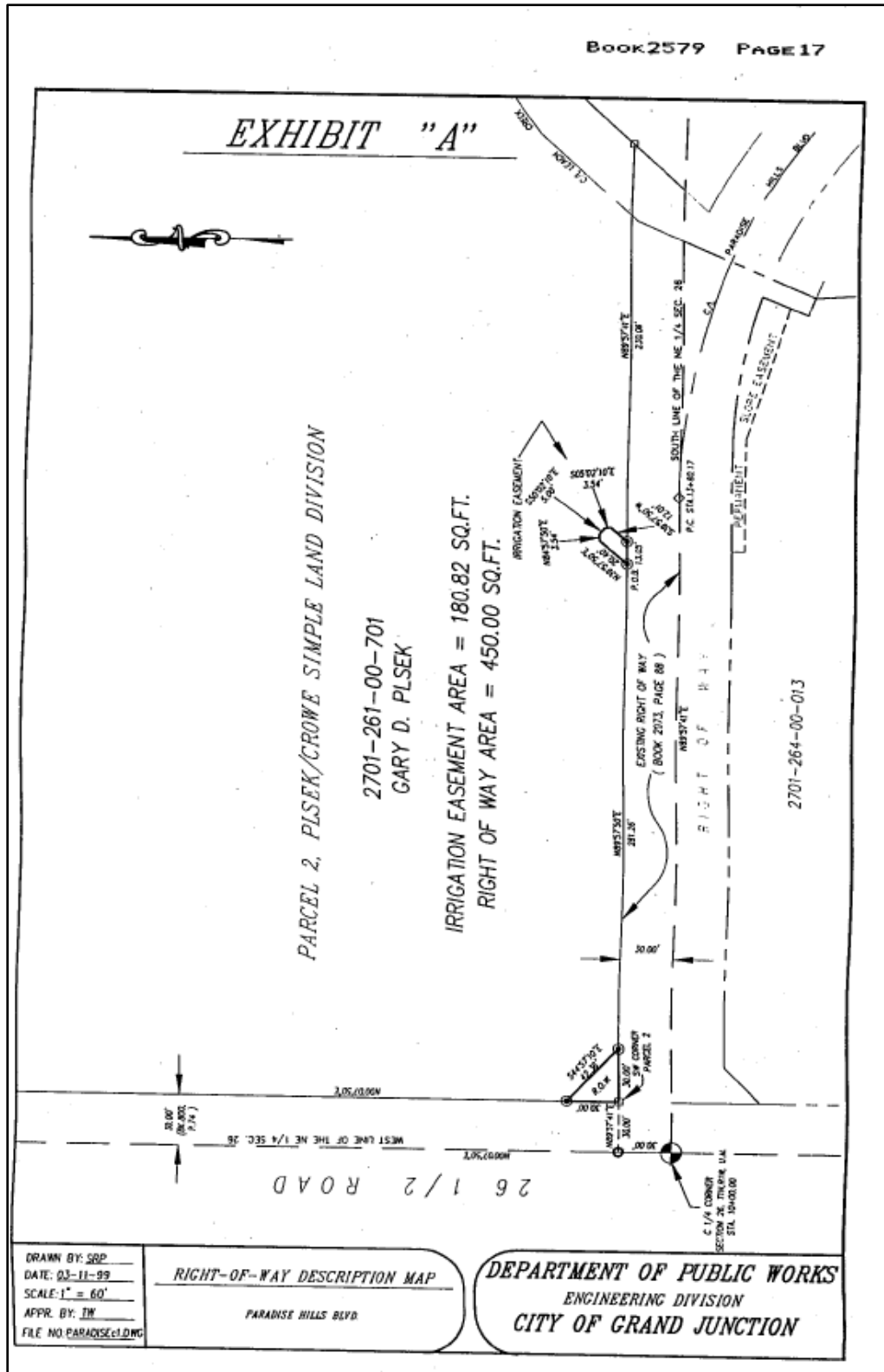


Exhibit B- Map Depiction and Corresponding Deed

2 PAGE DOCUMENT

BOOK 2579 PAGE 16
1899260 04/23/99 0151PM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$NO FEE


WARRANTY DEED

Gary D. Plsek, Grantor, for and in consideration of the sum of Four Hundred Fifty and 00/100 Dollars (\$450.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantees, its successors and assigns forever, the following described tract or parcel of land for Roadway and Utilities right-of-way purposes, to wit:

Commencing at the Center 1/4 Corner of Section 26, Township 1 North, Range 1 West of the Ute Meridian, City of Gand Junction, County of Mesa, State of Colorado, and considering the West line of the SW 1/4 SW 1/4 NE 1/4 of said Section 26 to bear N00°07'50"E with all bearings contained herein being relative thereto;
thence N00°07'50"E along the west line of said WE 1/4 SW 1/4 NE 1/4 a distance of 30.00 feet; thence leaving the West line of said SW 1/4 SW 1/4 NE 1/4, N89°57'41"E a distance of 30.00 feet to the True Point of Beginning;
thence N00°07'50"E a distance of 30.00 feet;
thence S44°57'10"E a distance of 42.36 feet;
thence S89°57'50"W a distance of 30.00 feet to the True Point of Beginning,
containing 450.00 square feet as described herein and depicted on the Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that he will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23rd day of March, 1999.




Gary D. Plsek

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Gary D. Plsek.



My commission expires: 3.3.01
witness my hand and official seal.

Notary Public 

The foregoing legal description was prepared by S. Pace, 250 North 5th Street, Grand Junction, CO, 81501

Exhibit C -- Construction Sign Letter

From: Kelly Arnold
To: Bob Blanchard; Dan Wilson; Jim Spehar
Date: 9/26/02 5:05PM
Subject: Summerhill Development construction traffic meeting/agreement

FINAL - 09/26/02 5:00 pm

This e-mail is being faxed to Robert Bray and shall be placed in Community Development file.

This e-mail is to memorialize the meeting between Jim Spehar, Robert Bray, Kelly Arnold, Dan Wilson, Bob Blanchard, and Rich Krohn on September 26, 2002. The purpose was a follow-up to the issue of construction traffic for the past week to the new Summerhill development phase that has homes currently under construction. It was agreed that the public improvement phase of this development has been completed. This meeting was for purposes of discussing the home construction traffic.

It was agreed:

- 1) Signs would be placed on entrances of Catalina, Bahamas, and Lania (on G Road and 26 1/2 Road) that will state construction traffic for the Summerhill development is prohibited and that Summerhill Lane should be used for construction traffic. The signs will be developed by Robert Bray. Staff contact for placing of the signs will be Bob Blanchard.
- 2) Robert Bray has and will contact the primary construction contractors that Summerhill Lane will be the construction traffic road.
- 3) A barricade will be placed at the entrance of the current new phase of Summerhill, at a point similar to the previous barricade location. It is acknowledged that this barricade can be accessible to realtors and home owners, but must be closed at all times except for when those who have accessibility are opening and closing the barricade.
- 4) Removal of the barricade (anticipated to be 60 to 90 days of this meeting) will occur once Robert Bray notifies the City Manager that the first home owner will be moving into their home within a week to 10 days.
- 5) Prior to the removal of the barricade, the construction road will be built and a maintenance plan will be submitted by Robert Bray, to meet standards for construction traffic as discussed, throughout the construction phase of this development.

All the above items will be completed as soon as possible. It is anticipated that they will be completed within one week.

It was agreed that if there are further concerns after implementation of the items from this meeting or later on during the construction phase, that the parties will meet again to determine if there are other items that need to be addressed.

CC: City Council

*Darge -
This needs
to go in the
Summerhill
file -*

Exhibit D – Aerial Location Map



Exhibit E – Photos of Existing sign



Figure 1



Figure 2

Exhibit F – Letter of Approval from Summer Hill Homeowner’s Association



November 12, 2020

Scott Patterson
City of Grand Junction
Zoning and Development Department

Ref: Revocable Permit Request for Sign at Summer Hill Subdivision Entrance

Dear Scott:

On behalf of the residents in Summer Hill subdivision, I would like to express our support for approving the request for the above-mentioned Revocable Request for the Bray sign. The sign has been present for over 20 years and has been a landmark for home buyers and visitors to find Summer Hill. The actual Summer Hill sign is not easily visible from 26-1/2 Road due to its location approximately 50 yards from 26-1/2 Rd and the turn onto Summer Hill Way is easily missed. The Bray sign has been a useful way to locate Summer Hill.

The sign has been maintained very well and reflects the quality of the homes in the subdivision. The residents are aware that the need for the Bray sign will expire at the time all the Filings in the subdivision are completed.

Thank you for your support of this request.

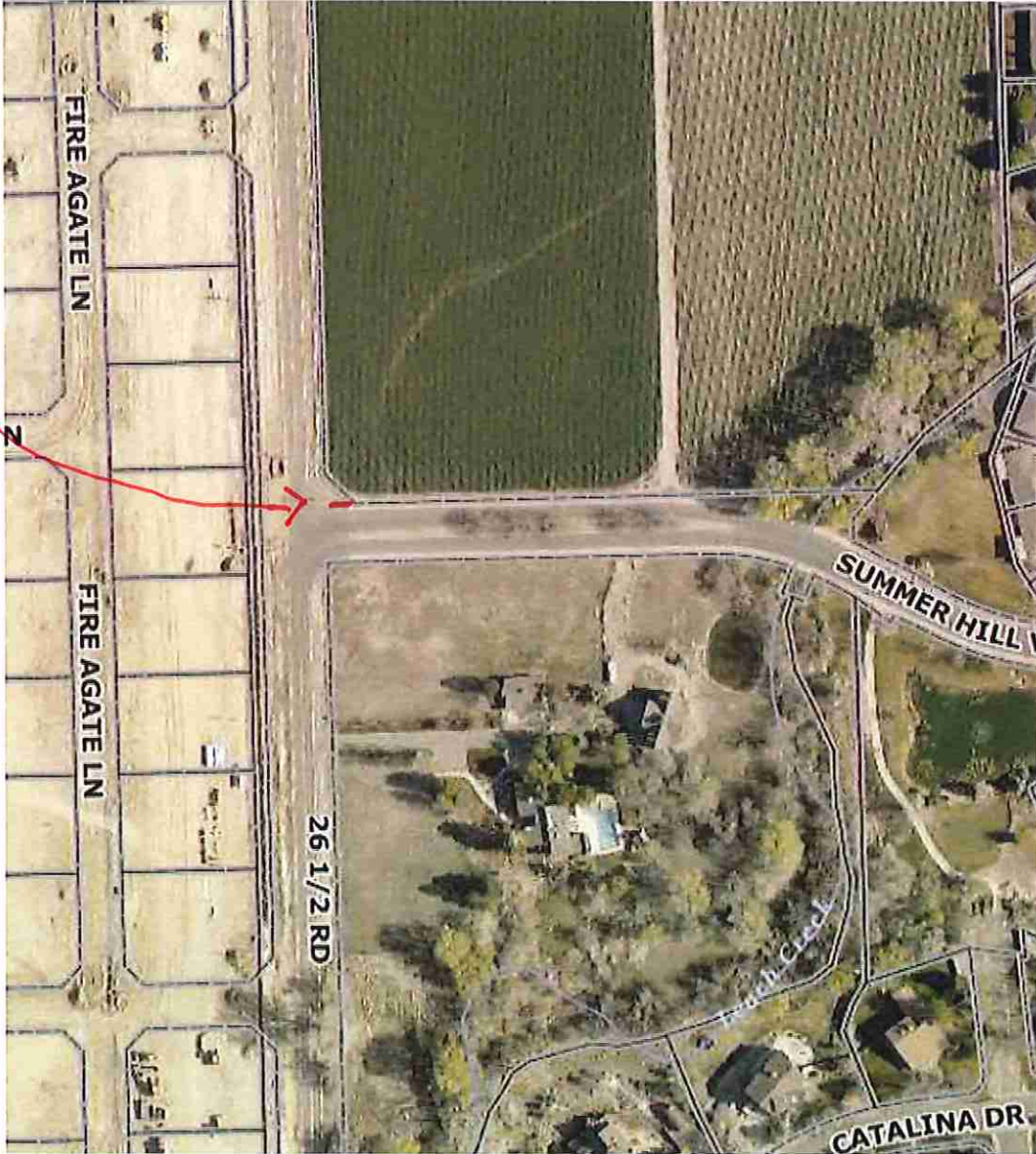
Sincerely,

Janet Hassell, President
Summer Hill Homeowners Association

Cc: HOA Board, Kevin Bray

Summer Hill Homeowners Association PO Box 3896 Grand Junction CO 81502
Email: GJSummerHillHOA@gmail.com Web site: SummerHillhoagj.com

SIGN LOCATION



City of Grand Junction Review Comments

Date: January 13, 2021 **Comment Round No.** 1 **Page No.** 1 of 4
Project Name: Summer Hill Subdivision - Sign **File No:** RVP-2020-758
Project Location: 26 1/2 Road & Summer Hill Way

Check appropriate if comments were mailed, emailed, and/or picked up.

Property Owner(s):
 Mailing Address:
 Email: **Telephone:**
 Date Picked Up: **Signature:**

Representative(s): Darah Galvin
 Mailing Address: 244 N. 7th Street, Grand Junction, CO 81501
 Email: darah@brayandco.com **Telephone:** (970) 263-2956
 Date Picked Up: **Signature:**

Developer(s): Paradise Hills Property LCC – Attn: Kevin Bray
 Mailing Address: 244 N. 7th Street, Grand Junction, CO 81501
 Email: kevinbray@brayandco.com **Telephone:** (970) 242-3647
 Date Picked Up: **Signature:**

CITY CONTACTS

Project Manager: Scott D. Peterson, Senior Planner
Email: scottp@gjcity.org **Telephone:** (970) 244-1447
Dev. Engineer: Rick Dorris
Email: rickdo@gjcity.org **Telephone:** (970) 256-4034

City of Grand Junction REQUIREMENTS (with appropriate Code citations)

CITY PLANNING

1. Application proposal is to request a Revocable Permit (Section 21.02.180 of the Zoning & Development Code) to allow a subdivision marketing sign within the right-of-way of Summer Hill Way at the intersection with 26 1/2 Road that has been in place for many years for Summer Hill Subdivision. If application is approved, applicant is proposing to remove the sign at the time when the last home within the subdivision is constructed or January 1, 2024, whichever comes first. No additional response required.

Applicant's Response:
Document Reference:

2. Legal Description & Map Exhibit of Vacation Area:

City Surveyor has reviewed and approved the submitted metes/bounds legal description and exhibit for the proposed Revocable Permit area. No further response required. Once Revocable Permit application has been reviewed and approved by City Council, document will be recorded in the office of the Mesa County Clerk & Recorder. Applicant will be responsible for all associated recording fees. Code Reference: IV-2 of the SSIDS Manual.

Applicant's Response:

Document Reference

3. Sign Permit

If Revocable Permit would be approved by City Council, applicant will be required to obtain a separate Sign Permit from the Community Development Department. For residential developments, signage shall not exceed 32 square feet in size and 8' in height.

Code Reference: Section 21.06.070 of the Zoning & Development Code.

Applicant's Response:

Document Reference

4. Revocable Permit Request:

FYI. Proposed request will be scheduled for the February 3, 2021 City Council meeting. City Project Manager will notify applicant if for any reason this meeting schedule would change.

Code Reference: Section 21.02.180 (d) of the Zoning & Development Code.

Applicant's Response:

Document Reference:

CITY DEVELOPMENT ENGINEER

No comments.

Applicant's Response:

Document Reference:

CITY SURVEYOR – Renee Parent – reneep@gjcity.org (970) 256-4003

No comments.

Applicant's Response:

Document Reference:

CITY FIRE DEPARTMENT – Matt Sewalson – mattse@gjcity.org (970) 549-5855

The Grand Junction Fire Department has no comments.

Applicant's Response:

Document Reference:

CITY ADDRESSING – Pat Dunlap – patd@gjcity.org (970) 256-4030

No comments.

Applicant's Response:

Document Reference:

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Mesa County Building Department

Contact Name: Harry Middlemas

Email / Telephone Number: harry.middlemas@mesacounty.us (970) 244-1656

MCBD has no objections to this project.

Applicant's Response:

Review Agency: Xcel Energy

Contact Name: Brenda Boes

Email / Telephone Number: Brenda.k.boes@xcelenergy.com (970) 244-2698

Xcel has no objections.

Applicant's Response:

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

• No objection.

Applicant's Response:

Review Agency: Grand Valley Water Users

Contact Name: Kevin Conrad

Email / Telephone Number: office@gvwua.com (970) 242-5065

Grand Valley Water Users have no comments.

Applicant's Response:

Review Agency: Grand Valley Power

Contact Name: Perry Rupp

Email / Telephone Number: prupp@gvp.org (970) 242-0040

No comment.

Applicant's Response:

REVIEW AGENCIES

(Responding with “No Comment” or have not responded as of the due date)

The following Review Agencies have not responded as of the comment due date.

1. Century Link
2. Assistant City Attorney
3. Spectrum Communications

The Petitioner is required to submit electronic responses, labeled as “**Response to Comments**” for the following agencies:

1. **N/A. Application will proceed to City Council review.**

Date due: **N/A.**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.

Applicant’s Signature

Date

AGREEMENT

1667252 02:04 PM 01/07/94
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT made and entered into this 7th day of December, 1993, by and between Paradise Hills Partnership, a Colorado general partnership the partners of which are Bray and Company, a Colorado corporation and JMC Co., a Colorado Corporation, 1015 North Seventh Street, Grand Junction, CO, 81501 ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, hereinafter referred to as "CITY."

In consideration of the mutual obligations, benefits, duties and promises the parties hereto agree as follows:

1. Developer represents that it is the owner of the Property described in Exhibit "Paradise Hills Partnership," attached hereto (the "Property") and that it has the authority to enter into this Agreement on the terms and conditions set forth. If Developer needs to obtain the consent or agreement of another party in order to effectuate this Agreement, Developer agrees to do so. Developer shall provide a copy of a partnership resolution establishing that the person who signs this Agreement has the full authority to bind Paradise Hills Partnership, and the respective partners thereof, to this Agreement.
2. City has initiated the annexation process to annex the Property into the City. The City may annex the Property in conjunction with other properties in the area in order that the City may maximize the extent of territory annexed.
3. This Agreement may be recorded with the Clerk and Recorder in Mesa County, Colorado, and if recorded shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
4. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment or collection by City of any fee or charge which is of uniform or general application, or necessary for the protection or promotion of the public health or welfare.
5. If the annexation of the Property or any portion thereof is challenged by a referendum or an initiative, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the election. If the final judgment of a court of competent jurisdiction orders the disconnection of all or any portion of the Property from the City, then this Agreement and all provisions contained herein

shall be null and void and of no further effect as to that portion of the Property which is disconnected, except as otherwise provided herein. If such final judgment does not require the disconnection of all or a portion of the Property from the City, then Developer and City shall continue to be bound by all the terms and provisions of this Agreement.

6. In the event that the annexation of the Property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative election), City and Developer shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be, in part, an agreement to annex the Property to City pursuant to § 31-12-121, C.R.S. and the terms of this Agreement shall be binding on the parties. Developer shall reapply for annexation, or the City may sign, as Developer's attorney-in-fact, a petition to annex, when the Property becomes eligible for annexation as determined by City.

7. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held illegal or invalid. Each party represents to the other that it is unaware of any pending actions or existing circumstances which would void this Agreement or make the provisions of this Agreement impossible to perform, except as provided herein.

8. Except as otherwise stated herein, no right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by § 31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at Developer's request, this Agreement shall be void and of no further force and effect as to any portion of the Property.

9. (a) Access for the development of the Property to H Road or 26½ Road via the existing rights-of-way to the south is discouraged by the City because of existing physical and other limitations on such rights-of-way. The City has determined that the public health and safety will be promoted, and additional impacts on the existing Paradise Hills development will be reduced, by providing for primary access to the Property from the west. The Developer concedes that the City's determination in this regard is appropriate. The City, however, is not willing to pay for the costs required to provide such access to the Property from the west unless the City has the opportunity to be reimbursed for such costs from developments which use such

access. The development of the Property is likely to generate the largest portion of traffic using such access. Therefore, it is a condition of the construction by the City of such additional access, and a condition of this Agreement, that the Developer pay for a portion of the construction of such access. The City reserves the right to be reimbursed from other developments which may use the subject roadway, whether such reimbursements takes the form of an impact fee, a reimbursement fee, a condition of planning approval or other form.

(b) The Developer acknowledges that the City cannot promise to obtain the necessary right-of-way. The City does agree, however, to use its best efforts, and all legal rights, remedies and powers available to it, to acquire such right-of-way at fair market value for such western access.

(c) Subject to the other terms of this Agreement, if the City is able to obtain the necessary right-of-way, the City agrees that it will thereafter construct a roadway which will provide access from North 7th Street (also known as 26½ Road) to the Property (said right-of-way shall be known, for the purposes of this Agreement, as "Paradise Boulevard"). The eastern terminus of Paradise Boulevard shall be immediately east of the drainage structure (to be constructed as part of the construction of Paradise Boulevard) over the drainage wash which is the western property line of the Property.

(d) The estimated costs for construction of Paradise Boulevard, based on presently available information are:

- (i) Right-of-way acquisition: 550 feet in length, 80 feet in width times \$1.50 per square foot: \$66,000;
- (ii) Earthwork: 3500 cubic yards times \$2.50/cubic yard: \$8,750.;
- (iii) Drainage structure: 80 feet times \$650/lf: \$52,000;
- (iv) Roadway: 550 feet in length times lf: \$77,000.;
- (v) Engineering and design: 15% of \$203,750: \$30,563;
- (vi) Contingency: 6.7%: \$15,688;
- (vii) Total cost: \$250,000.

For purposes of this provision, the phrase "cost of construction" includes: engineering and design and construction costs, costs of right-of-way acquisition (including costs and expenses of condemnation, if any), amounts paid to contractors for the performance of necessary work related to Paradise Boulevard, soils and geologic studies, traffic control, sampling and analysis and surveying.

(e) If the City is able to obtain the required right-of-way, the City shall plan for and engineer the construction of Paradise Boulevard in 1994 or as soon thereafter as is possible.

The construction and specifications of Paradise Boulevard shall be in accordance with the specifications and subject to the direction of the City, provided, however, that Paradise Boulevard shall be sufficient to provide primary access to the Property based on the RSF-5 zoning. Paradise Boulevard shall be constructed as a boulevard for its full length.

(f) Developer shall pay to the City a portion of the cost of construction for Paradise Boulevard ("Developer Contribution") equal to sixty-five percent (65%) of the lesser of (i) the actual cost of construction of Paradise Boulevard or (ii) the \$250,000 estimated total cost of Paradise Boulevard specified in subsection 9(d) above.

The Developer Contribution shall be paid as follows:

(i) At the time of final plat recording for each subsequent phase or filing of any portion of the Property (beginning with Filing 8), Developer shall pay the City a portion of the Developer Contribution determined by multiplying the Developer Contribution by a fraction in which the numerator is the gross number of acres (rounded to the nearest whole acre) in the phase or filing being platted, and the denominator is the total number of acres of the Property (81) and then adding to that product interest accrued on the then unpaid principle balance of the Developer Contribution, and finally multiplying the resulting sum by one-half. This calculation may be pictorially represented as follows:

$$\left[(\text{Developer Contribution} \times \frac{\text{Number of Acres in Filing}}{81}) + \text{accrued interest} \right] \times 1/2 = \text{Amount due at filing of final plat}$$

(ii) In addition, at the time of issuance of each building permit for each structure in each subsequent phase or filing of the Property (beginning with Filing 8), Developer (or the permittee if Developer has not paid the amount previously) shall pay the City a sum equal to the amount due at final plat of that phase or filing, multiplied by a fraction in which the numerator is 1 (one) and the denominator is the total number of lots in that phase or filing. That calculation may be pictorially represented as follows:

$$\text{Amount due at filing final plat} \times \frac{1}{\text{Number of lots in that filing}} = \text{Amount due at each building permit issuance in that filing}$$

The purpose of the above calculations is that Developer Contribution (plus accrued interest) will be paid on a per-acre and per structure basis as the Property is developed, with one-half of the portion of the Developer Contribution due as to specific acreage upon recording of the final plat of that filing of the Property and the remaining one-half of the Developer

Contribution attributable to that acreage due in equal portions upon issuance of each building permit for a structure to be built on a lot or parcel approved in the final plat of that filing.

(h) The Developer Contribution shall accrue interest from the date the City certifies completion of Paradise Boulevard to the Developer in writing until paid at the rate of seven percent (7%) per annum. All payments described in the preceding subsection shall be applied first to accrued interest and then to the unpaid principal balance of the Developer Contribution. Any remaining unpaid balance of the Developer Contribution shall be due upon recording of the final plat of the last unplatted portion of the Property, or January 1, 2009, whichever first occurs.

(i) Under its existing agreement with Mesa County, the Developer is required to commence construction of the street connecting the present northerly terminus of Lanai Drive with the northerly terminus of Catalina Court (presently the site of a temporary construction road for Filing 7) upon issuance of the 41st building permit in Filing 7. The City will not attempt to enforce that agreement against the Developer.

(j) The Developer shall give written notice of its application for final plat approval for any portion of the Property to the City's Public Works and Utilities Director who shall diligently thereafter undertake the bid process to construct Paradise Boulevard. The City shall award the bid for construction within twenty (20) days after recording of final plat for any portion of the Property, or such late date as is required by circumstances beyond the City's control. At the time the City commences construction of Paradise Boulevard, Developer shall commence construction of the street ("Connector Road") connecting the northerly terminus of Lanai Drive with the eastern terminus of Paradise Boulevard ("Connector Road"). The Connector Road shall not be a boulevard. It shall be constructed to the standard of a residential collector street eastward to the first cross-street not a cul-de-sac or a closed loop and from there to the northern terminus of Lanai Drive at a residential street section standard, or such comparable standards as shall then be in force in the City.

(k) Upon the completion of Paradise Boulevard and the Connector Road, Developer shall make such changes, or other improvements, as may be reasonably required by the City in order that vehicular access is permanently discontinued to and from the temporary construction road running from the northern terminus of Lanai Drive to the northern terminus of Catalina Court under the Mesa County resolution approving Filing 7 of Paradise Hills.

(l) Developer shall provide a right-of-way for pedestrian and bicycle access connecting the existing Paradise Hills subdivision with the Property.

(m) Developer shall cause some or all of the Property to be burdened with covenants and restrictions to include the formation and continued existence of a homeowner's association, or the like, which shall have the duty (and the ability to collect assessments or fees to fulfill such duty) to maintain, or to contract to maintain, the grassy and landscaped areas in the center area of Paradise Boulevard. At the time that the property to the west of the Property, which uses Paradise Boulevard as an access, develops, if the City has the power, the City shall require that such other property share in an equitable manner the maintenance obligations with respect to the grassy and landscaped areas in the center of Paradise Boulevard.

10. The Developer has proposed that the City adopt, in accordance with the provisions of the Zoning and Development Code of the City, RSF-5 zoning for the Property. The City's planning staff has reviewed the request and agrees that such zoning is consistent with City requirements, the current zoning of the Property and is desirable. The City's planning staff agrees to recommend such zoning to the Planning Commission and the City Council.

If the City Council does not adopt RSF-5 zoning for the Property, this Agreement may be terminated at the option of the Developer, if Developer gives written notice of such termination within 30 calendar days of the Council's adoption of a different zoning for the Property.

11. If Paradise Boulevard is constructed, as set forth above, and the Developer Contribution remains in effect, and so long as the overall density of the Property does not exceed five units per acre, Developer shall not be required to provide or construct access roads to I Road, to 27½ Road, or to 26½ Road north of H½ Road. Notwithstanding the foregoing, Developer shall construct such other roads as may be required to provide internal access for the Property. Notwithstanding anything to the contrary contained elsewhere in this Agreement, so long as overall density of the Property does not exceed five units per acre, Developer shall not be required to contribute to the cost of construction or improvement of off-site roadway improvements or to pay traffic impact fees relative to the development of any portion of the Property.

12. City agrees that Developer, or its assigns, shall be entitled, upon proper application therefor, to refund(s) of City sales and use taxation which apply to the sale or use of those items required to be purchased or used in order to construct those systems and the infrastructure which the City requires Developer to install to serve the Property, for example:

pipe, street lights, manholes, sewer connections and appurtenances, asphalt, road base, traffic signs and devices, and concrete and related miscellaneous items.

The previous paragraph shall not exempt any person from the filing requirements established by Chapter 24 of the City Code nor from any other requirement of said Chapter of the City Code.

13. The improvements guarantee required by the City Code to ensure that the required improvements are constructed by the Developer (to City standards) may be in the form of an agreement in substantially similar form to that attached hereto as Exhibit "Disbursement Agreement."

14. Developer shall, contemporaneously herewith, execute a power of attorney for the purpose of annexing the Property to the City which shall terminate upon termination of this Agreement. A copy of the power of attorney is attached hereto and labelled Exhibit "Paradise Hills Partners Power of Attorney." Subject to the terms of this Agreement, at such times as the City deems necessary, Developer agrees to take such other steps and to execute such other documents as may be required by the City in order to accomplish the annexation to the City of the Property.

15. The Developer shall obtain any required governmental approvals, including any approvals from the City, at no cost to the City, for the construction, repair and maintenance of the utilities which are required to serve the Property.

16. The Developer understands that this Agreement does not change or modify Developer's obligations to pay costs, fees and other charges normally charged by the City, or other local governments or utilities, such as plant investment fees, inspection fees, parks/open space fees, sewer service charges, or any other charges or fees which the City, or another local government, is now charging, or may be charging in the future on a uniform or system-wide basis.

17. If the City vacates Catalina Court, it will give notice to the Developer of such intention, and if requested by Developer, reserve necessary utility easements for the benefit of the Property and public utilities.

18. This Agreement shall bind the signatory parties and their respective heirs, successors and assigns.

19. The Developer's remedies, upon non-performance by the City pursuant to this Agreement, are limited to the following: the developer shall give notice of default to the City Manager specifying the action giving cause to said default. The City shall have 30 days from its receipt of said notice to correct the alleged default. Upon the correction of said default within the

thirty (30) days period the Agreement shall be restored and all terms and conditions will be in full force and effect.

In the event a default is not timely corrected, the Developer has the right to sue for specific performance, however, in no event shall the City be liable for any damages whether indirect, special or consequential. Each party agrees to pay its own attorney's fees in such event, unless otherwise provided by law.

20. This Agreement constitutes the entire agreement of the parties and supersedes any prior discussions, agreements or negotiations.

21. Notice pursuant to this Agreement shall be given by certified mail to the address listed under the signature lines or to such other address as a party may hereafter designate by certified mail.



Stephanie Nye
Stephanie Nye
City Clerk

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

By: Mark K. Achen
Mark K. Achen
City Manager

Paradise Hills Partnership
a Colorado general partnership
1015 N. 7th Street
Grand Junction CO 81501

By its general partners:

Lynn Sh
Secretary

Bray and Company
a Colorado corporation
Phil D. Bray

Anthony & Susan
Secretary
Vice Presidents

JMC Co., a Colorado corporation
Joe Lacy
Joe Lacy, President

EXHIBIT

BOOK 2040 PAGE 228

PARADISE HILLS PARTNERSHIP

Township 1 North, Range 1 West, Ute Meridian

Section 25: That portion of the $W\frac{1}{2}SW\frac{1}{2}NW\frac{1}{2}$ lying West of the Government Highline Canal, EXCEPT Paradise Hills Filing No. 7;

That portion of the West 100 feet of the $NW\frac{1}{2}NW\frac{1}{2}$ lying West of the Government Highline Canal;

Section 26: That portion of the $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{2}$ lying North of Paradise Hills Filing No. 5, West of Paradise Hills Filing No. 7, and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records

That portion of the $E\frac{1}{2}NE\frac{1}{2}$ lying South and West of the Government Highline Canal, EXCEPT Paradise Hills Filing No. 7

Commencing at the center of Section 26; thence North $89^{\circ}57'50''$ East along the North line of the $NW\frac{1}{2}SE\frac{1}{2}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainage ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the $E\frac{1}{2}NE\frac{1}{2}$ of said Section 26 by the following four courses:

North $41^{\circ}35'47''$ East 111.67 feet;
North $52^{\circ}31'05''$ East 153.69 feet;
North $58^{\circ}47'13''$ East 276.77 feet;
North $31^{\circ}10'46''$ East 638.09 feet;

thence South $00^{\circ}04'23''$ West along the West line of the $E\frac{1}{2}NE\frac{1}{2}$ of said Section 26 a distance of 865.90 feet to the NE Corner of the $NW\frac{1}{2}SE\frac{1}{2}$ of Section 26; thence South $89^{\circ}57'50''$ West along the North line of the $NW\frac{1}{2}SE\frac{1}{2}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado.

EXHIBIT DISBURSEMENT AGREEMENT
TO AGREEMENT DATED DECEMBER 7, 1993,
BETWEEN PARADISE HILLS PARTNERSHIP AND
THE CITY OF GRAND JUNCTION, COLORADO

BOOK 2040 PAGE 229

No disbursement agreement or improvements guarantee beyond recording of this Agreement in the real estate records of the office of the Mesa County Clerk and Recorder is required for this Agreement, despite the language of section 13 of the Agreement.

Notwithstanding the above statement, the City may require its normal subdivision improvements agreements, and security for performance of those agreements, for improvements to be constructed in connection with each future filing of the Property.

EXHIBIT

PARADISE HILLS PARTNERS

POWER OF ATTORNEY

BOOK 2040 PAGE 230

PARADISE HILLS PARTNERSHIP,
BE IT KNOWN, that ~~we~~, a Colorado general partnership, as owners of the real property situate in Mesa County, Colorado, and described as:

See Exhibit "Paradise Hills Partnership" attached and incorporated by this reference

subject to the provisions of that certain Agreement dated December 7, 1993, between Paradise Hills Partnership and the City of Grand Junction, Colorado, ~~I~~ hereby designates and appoints the City Clerk of the City of Grand Junction as my/~~our~~ Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as I/~~we~~ might do if personally present.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my/~~our~~ death / (the death of either of both of us) / or dissolution.

As a further covenant to run with the land, ~~we~~ (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

IN WITNESS WHEREOF, ~~we~~ (I) have hereunto set ~~our~~ (my) hand(s) and seal(s) this 15th day of December, 1993.

PARADISE HILLS PARTNERSHIP, a Colorado general partnership
by its general partner,

BRAY AND COMPANY, a Colorado corporation

By: [Signature]
Robert L. Bray, President

ATTEST:
[Signature]
Secretary

STATE OF COLORADO)
)
COUNTY OF MESA)

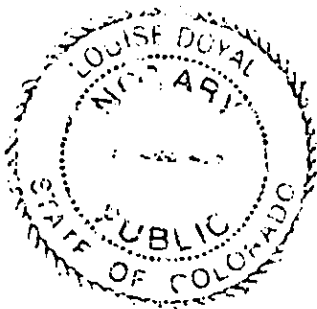
BOOK 2040 PAGE 231

ss:

The foregoing instrument was acknowledged before me
this 15th day of December, 19 93 by

Robert L. Bray

WITNESS my hand and official seal:



Louise Doyal
Notary Public

10-27-94
My Commission expires:

POWER OF ATTORNEY

PARADISE HILLS PARTNERSHIP,
BE IT KNOWN, that ~~we~~, a Colorado general partnership, as owners of the real property situate in Mesa County, Colorado, and described as:

See Exhibit "Paradise Hills Partnership" attached and incorporated by this reference

subject to the provisions of that certain Agreement dated December 7, 1993, between Paradise Hills Partnership and the City of Grand Junction, Colorado,

~~do~~ hereby designates and appoints the City Clerk of the City of Grand Junction as my/~~our~~ Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as I/~~we~~ might do if personally present.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my/~~our~~ death /~~(the)~~ death of either/ or/ both of/~~us~~/ or dissolution.

As a further covenant to run with the land, ~~we~~ (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

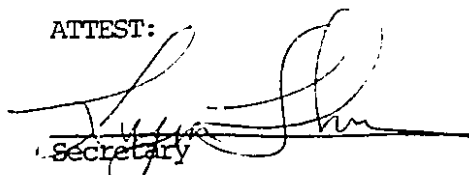
IN WITNESS WHEREOF, ~~we~~ (I) have hereunto set ~~our~~(my) hand(s) and seal(s) this 15th day of December, 1993.

PARADISE HILLS PARTNERSHIP, a Colorado
general partnership
by its general partner,

BRAY AND COMPANY, a Colorado corporation

By: 
Robert L. Bray, President

ATTEST:


Secretary

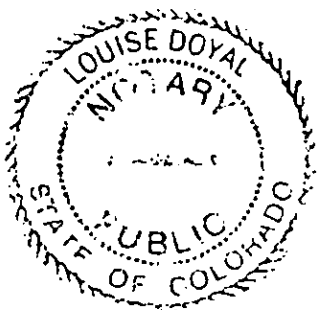
STATE OF COLORADO)
) SS:
COUNTY OF MESA)

BOOK 2040 PAGE 233

The foregoing instrument was acknowledged before me
this 15th day of December, 19 93 by

Robert A. Gray

WITNESS my hand and official seal:



Louise Doyal
Notary Public

10-27-94
My Commission expires:

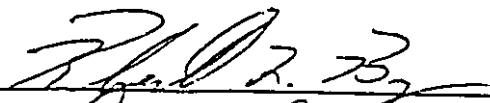
CONSENT OF BOARD OF DIRECTORS
OF BRAY AND COMPANY
IN LIEU OF MEETING

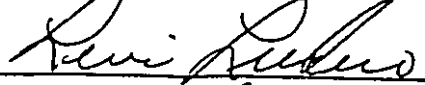
BOOK 2040 PAGE 234

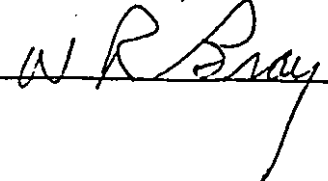
Pursuant to the provision of Section 7-5-108 C.R.S., the undersigned, being all the directors of Bray and Company, a Colorado Corporation, acting without notice or a meeting, waive notice and the holding of a meeting and consent to, adopt, and vote in favor of the following resolution:

RESOLVED, that the appropriate officers of the corporation are authorized and directed to sign on behalf of the corporation in its capacity as one of two general partners of Paradise Hills Partnership, a Colorado General Partnership, that certain agreement dated December 7, 1993 between Paradise Hills Partnership and City of Grand Junction concerning annexation of certain property owned by Paradise Hills Partnership into the City of Grand Junction.

DATED December 16, 1993.







JMC CO.
UNANIMOUS CONSENT IN WRITING
OF THE BOARD OF DIRECTORS
DECEMBER 7, 1993

BOOK 2040 PAGE 235

The undersigned, being all of the Directors of JMC CO., a Colorado corporation (the "Company"), by unanimous consent in writing, pursuant to Section 7-5-108 C.R.S., hereby adopt the following resolution and consent to the action provided therein:

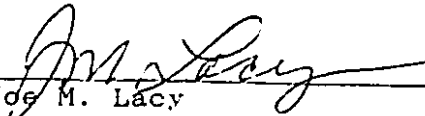
RESOLVED, that the appropriate officers of the Company are authorized and directed to sign on behalf of the Company, in its capacity as one of two general partners of the Paradise Hills Partnership, a Colorado General Partnership, that certain agreement dated December 7, 1993 between JMC CO. and the City of Grand Junction concerning annexation of certain property owned by JMC Co., into the City of Grand Junction.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names as of this 7th day of December, 1993.


Harold C. Simmons

Glenn R. Simmons

Michael A. Snetzer



Joe M. Lacy



Anthony L. Snyder


JMC CO.
UNANIMOUS CONSENT IN WRITING
OF THE BOARD OF DIRECTORS
DECEMBER 7, 1993

BOOK 2040 PAGE 236

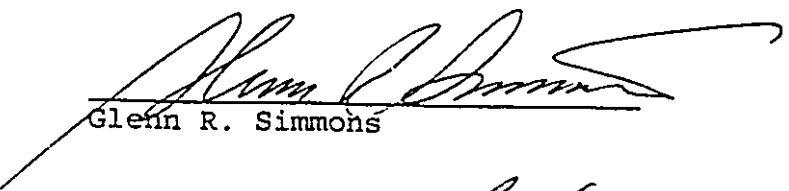
The undersigned, being all of the Directors of JMC Co., a Colorado corporation (the "Company"), by unanimous consent in writing, pursuant to Section 7-5-108 C.R.S., hereby adopt the following resolution and consent to the action provided therein:

RESOLVED, that the appropriate officers of the Company are authorized and directed to sign on behalf of the Company, in its capacity as one of two general partners of the Paradise Hills Partnership, a Colorado General Partnership, that certain agreement dated December 7, 1993 between JMC Co. and the City of Grand Junction concerning annexation of certain property owned by JMC Co., into the City of Grand Junction.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names as of this 7th day of December, 1993.



Harold C. Simmons



Glenn R. Simmons



Michael A. Snetzer

Joe M. Lacy

Anthony L. Synder

BOOK 2040 PAGE 237

REAL ESTATE MORTGAGE

1645773 11144 AM 08/11/93
MONIKA TODD CLK&REC MESA COUNTY CO

THIS MORTGAGE executed on the 28th day of June, 1993,
between BRAY AND COMPANY, a Colorado Corporation ("Mortgagor"),
and THE COUNTY OF MESA, State of Colorado ("Mortgagee").

1. Grant of Mortgage. For good and valuable consideration
as stated in section 9 of that certain Agreement ("Agreement")
between Mortgagor and Mortgagee of the same date as this Mortgage
and, in order to secure performance by Mortgagor of the covenants
and obligations of Mortgagor contained in sections 1 through 4 of
the Agreement, the Mortgagor conveys and grants the Mortgagee, its
successors or assigns, the following real property ("Property") in
Mesa County, Colorado:

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South
and West of the Government Highline
Canal;

N $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of that certain tract
of land conveyed in Book 1052 at Page 103
of the Mesa County records and East of
that certain tract of land conveyed in
Book 1013 at Page 639 of the Mesa County
records; EXCEPT Paradise Hills Filing
No. 4 and Filing No. 7;

Commencing at the center of Section 26;
thence North 89°57'50" East along the
North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section
26 with all bearings contained herein
being relative thereto, a distance of
558.00 feet to a point on the
Southeasterly bank of a drainage ditch,
said point also being the True Point of
Beginning; thence Northeasterly along the
Southeasterly bank of said drainage ditch
to a point on the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$
of said Section 26 by the following four
courses:

- North 41°35'47" East 111.67 feet;
- North 52°31'05" East 153.69 feet;
- North 58°47'13" East 276.77 feet;
- North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along the
West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26
a distance of 865.90 feet to the NE
Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26;
thence South 89°57'50" West along the

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado

to have, hold and retain, together with all easements, rights of way, improvements, ditches, ditch rights, water rights (including reservoir rights and any water or ditch rights represented by shares or certificates in any corporation or association) and other appurtenances located upon or used in connection with the Property described above, subject to the terms and provisions of this instrument.

2. Warranty of Title. Mortgagor, for itself and its successors or assigns, warrants to the Mortgagee, its successors or assigns, that Mortgagor is the owner of the Property and has full power and lawful right to convey and encumber the Property; that the Property is free from all liens and encumbrances (except as specifically stated in this instrument) and that Mortgagor, its successors or assigns, will make such further assurances and execute such additional documents reasonably necessary to perfect the Mortgagee's lien created by the Mortgage.

3. Termination of Mortgage. If Mortgagor, its successors or assigns, shall perform and comply with all of the stipulations, agreements, conditions and provisions of the Agreement and of this instrument, then this instrument and the lien and estate created by this instrument shall cease and thereafter shall be null and void.

4. Agreements of Mortgagor. Mortgagor, for itself and for its successors or assigns, agrees with Mortgagee, its successors or assigns, as follows:

(a) To perform and comply with the covenants and obligations of Mortgagor contained in sections 1 through 4 of the Agreement, which are the only provisions of the Agreement performance of which is secured by this Mortgage;

(b) To pay the taxes and assessments levied or assessed against the Property. If the same are not promptly paid, the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any other rights granted by this instrument;

(c) In case suit shall be brought for the foreclosure of this Mortgage, to pay reasonable attorneys fees incurred by Mortgagee, which attorneys fees shall be entered and allowed as part of the decree or judgment in such foreclosure action;

BOOK 1998 PAGE 468

(d) Not to commit or allow waste, impairment or deterioration of the Property and not create or allow to be created any liens or charges against the Property (other than general ad valorem taxes) which for any reason would be superior to the lien of this Mortgage; and

(e) Promptly to perform and comply with the stipulations, agreements and conditions in the Agreement and in this Mortgage.



MORTGAGOR:

BRAY AND COMPANY, a Colorado Corporation

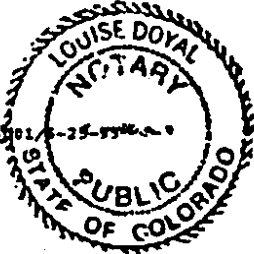
By: Robert L. Bray, President

STATE OF COLORADO)
COUNTY OF MESA)ss:
)

The foregoing instrument was acknowledged before me this day of June, 1993 by Robert L. Bray as President of Bray and Company, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 12-27-94



Louise Doyal
Notary Public

BOOK 1998 PAGE 456

AGREEMENT

1648972 11:44 AM 08/11/93
HOWICKA TODD CLK REC MESA COUNTY CO

THIS AGREEMENT is made at Grand Junction, Colorado, as of the ~~28th~~ of ~~June~~, 1993, between THE COUNTY OF MESA (the "County"), State of Colorado, and BRAY AND COMPANY, a Colorado corporation ("Developer"). Developer's address is 1015 North Seventh Street, Grand Junction, CO 81501.

RECITALS

A. Developer has applied for the approval of the County for a final plat and plan for a planned unit development referred to as Paradise Hills Filing No. 7 (the "Subdivision"). The County Commissioners have approved that application by Resolution No. MCM 91-128 dated July 23, 1991. That resolution requires that Developer and the County agree to contractual provisions relative to provisions for temporary access to the Subdivision for emergency vehicles and construction traffic over a private right-of-way to be constructed by Developer over property owned by the Developer outside the boundaries of the Subdivision.

B. This Agreement sets forth the agreement of Developer and the County relative to that temporary access described above and certain other matters relative to the approval of the Subdivision by the County.

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are acknowledged, Developer and the County agree:

TERMS

1. Subject to limitations stated in this Agreement, Developer shall construct and maintain at all times during construction of improvements in the Subdivision a private secondary access roadway ("Access ROW") from the existing northern terminus of Catalina Court (which is located in Paradise Hills Filing No. 5 east of 26 $\frac{1}{2}$ Road running north and south off of Catalina Drive) north across the drainage ditch bordering Paradise Hills Filing No. 5, then generally northeasterly and generally parallel to Catalina Drive, to the northern terminus of Lanai Drive at the north boundary of Paradise Hills Filing No. 7. All of the real property described in this Agreement is located in Mesa County, Colorado.

1.1 The exact location of the Access ROW will be determined by subsequent agreement of Developer and the County in an additional written agreement or written plans or legal description, any of which shall note upon it the written approval of Developer and the County.

1.2 Despite the provisions of subsection 1.1, all or part of the Access ROW may be relocated from time to time by Developer to prevent erosion, to make the Access ROW more readily passable, or for any other reasonable purpose, so long as the end points of the Access ROW shall not be changed from those stated.

2. The Access ROW shall consist of an unimproved dirt surface graded to a width of not less than 22 feet for its entire length.

2.1 As part of the Access ROW, Developer shall install and maintain in the drainage ditch near the existing northern terminus of Catalina Court a corrugated metal culvert or culverts sufficient to handle a ten-year flood and shall construct and maintain a compacted dirt low water crossing not less than 22 feet in width across the drainage ditch over the culvert.

2.2 During the Access ROW's use as a construction access, Developer shall:

(a) Use reasonable efforts to limit dirt and mud from the Access ROW being deposited upon existing County roads by maintaining gravel mats at each end of the access road not less than 100 feet in length; and

(b) Take reasonable steps to control dust generated by construction traffic on the Access ROW.

3. Subject to limitations stated in this Agreement, Developer agrees, at its cost, to maintain the Access ROW described in sections 1 and 2 above such that it is passable at all times for use by construction traffic and emergency vehicles. This shall not require its improvement beyond the standards specified in sections 1 and 2.

3.1 Upon written notice from the County of any violation of this provision by Developer, Developer shall within five business days remedy the violation described in such written notice, subject to the limitation that if correction of such condition reasonably requires more than that period of time, Developer shall not be in violation of this provision if it is taking all reasonable steps to diligently correct the violation.

3.2 If Developer fails to substantially correct any such violation within the specified time period, the County may:

(a) Withhold issuance of any further building permits for any lot then owned by Developer in Paradise Hills Filing No. 7 until correction of the violation which is the subject of the notice from the County to the Developer;

(b) Maintain an action against Developer for its violation of the provisions of this Agreement;

(c) Cause the violation to be corrected at the expense of the County, and maintain an action in the District Court of Mesa County, Colorado, against Developer to recover the actual and reasonable costs of correction of the violation which is the subject of the notice to Developer;

(d) Foreclose the mortgage securing Developer's performance of its obligations under the provisions of this section; or

(e) Pursue any other remedy available under applicable law.

4. Developer's obligation to maintain, and to permit use by any person or entity of, the Access ROW described in this Agreement shall continue only until commencement of construction of a permanent roadway providing a second access to Paradise Hills Filing No. 7 over a dedicated and constructed public right-of-way.

4.1 Developer agrees that, when building permits have been issued by the County for forty-one lots in Paradise Hills Filing No. 7, Developer shall begin the process of construction of a permanent road to then applicable public urban road standards connecting the presently existing northern terminus of Catalina Court to the terminus of Lanai Drive at the north boundary of Paradise Hills Filing No. 7.

4.2 The exact location of that roadway shall be agreed in writing by Developer and the County at the time of construction. Neither Developer nor the County shall unreasonably withhold approval of the location of that permanent roadway.

4.3 Once construction of that permanent roadway is commenced, construction shall be completed within a reasonable time.

5. Upon commencement of construction of that permanent roadway, all rights of any person or entity to utilize the Access ROW shall terminate immediately without additional action by, or notice to, any person or entity.

6. Except when the Access ROW is being used on a daily basis by construction vehicles for construction of infrastructure improvements for the benefit of all of Paradise Hills Filing No. 7 (or Phase 1 or 2 of Filing No. 7 as those phases are designated by Developer in its sole discretion), access to the Access ROW shall be blocked at all times to public traffic by installation and maintenance of a chain, cable, gate, or comparable means of restricting public access, but permitting access by emergency vehicles and construction traffic.

6.1 In that regard, Developer shall, upon request, provide to any entity providing emergency services and any person or entity contractually obligated to construct (or assist in construction of) improvements on any lot in Paradise Hills Filing No. 7 a key, or the combination to any lock placed on any barrier across the Access ROW. This provision does not authorize any person or entity other than Developer (or other person expressly authorized by Developer) to place any additional lock on that barrier.

6.2 By execution of this Agreement, but subject to the provisions of section 8 below, Developer authorizes any provider of emergency services to cut any lock or take any other steps required to dismantle or destroy any barrier across the Access ROW if reasonably required to utilize the Access ROW in an actual emergency.

7. All contracts entered into by Developer for sale of any lot in Paradise Hills Filing No. 7, and all contracts made by Developer with any contractor or subcontractor relative to the construction of any improvements on any portion of Paradise Hills Filing No. 7, shall comply with the requirements of this section 7. The contracts described above are together referred to in this section 7 as "Contracts."

7.1 All Contracts shall contain the following provision:

All heavy construction vehicles (including, for example, scrapers, loaders, backhoes, paving machines, and cement mixer trucks; but excluding, for example, pickup trucks, light delivery trucks, and workers' personal vehicles) shall access and exit Paradise Hills Filing No. 7 utilizing 264 Road or North 7th Street to Catalina Drive, then east on Catalina Drive to the point opposite Catalina Court where the new construction access road exits Catalina Drive to the north, and thereafter shall utilize the construction access road, and all construction traffic shall not utilize Lanai Drive or any other route than that described above; PROVIDED, this provision shall be suspended any time Catalina Drive west of Catalina Court is impassable for any reason.

The rights to utilize the private construction access road described above are limited to the persons and purposes described in this provision.

This provision shall cease to be effective and construction traffic shall have no further right or obligation to utilize the

construction access road north of Catalina Court upon commencement of construction of a permanent public road replacing the construction access road, which may occur without action by or notice to any person or entity.

7.2 As to sale of any lots in Paradise Hills Filing No. 7 by Developer, Developer's obligations under this subsection shall be fulfilled if the contract for sale of any lot by Developer contains (a) the language described in the preceding subsection, (b) a statement that these provisions shall not be merged in the deed conveying the subject lot by Developer to the purchaser, and (c) a statement that the above provisions shall bind the heirs, successors in interest, and assigns of the lot buyer.

7.3 The County shall be the third-party beneficiary of any rights of Developer created by the inclusion in the Contracts of the provision specified in section 7 above. Developer shall have no obligation to enforce this provision of any of the Contracts. The County acknowledges Developer's assertion that it cannot preclude the use of existing public roads by any person or entity.

7.4 Developer may include in any of the Contracts language satisfactory in form and substance to Developer, in its sole discretion, by which the party with whom Developer is contracting and any other person or entity utilizing the Access ROW shall indemnify and hold Developer harmless from and against all claims, damages, bodily injury, property damage, and demands of every nature (for example, reasonable attorneys fees and costs and expenses of litigation) incurred by, or asserted against, Developer based upon use of the Access ROW or compliance with the contract provisions specified in subsection 7.1.

8. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Developer shall have the absolute unconditional right to preclude any person or entity from utilizing the Access ROW at any time or times, or under any circumstances, when such useage would, in the sole opinion of the Developer, constitute or create an unreasonably dangerous or hazardous condition or situation. This provision shall not be utilized by Developer to defeat its maintenance obligation under section 2 above, but does authorize Developer to limit or preclude useage of the Access ROW while or until maintenance of the Access ROW is completed.

9. Developer's performance of its obligations under the provisions of sections 1 through 4 of this Agreement shall be secured by a mortgage from Developer to the County encumbering that real property in Mesa County, Colorado, the legal description of which is attached as Exhibit A in form and substance satisfactory to Developer and the County. The obligations secured shall include all construction and maintenance of the Access ROW and construction of the permanent public road described in section 4.

9.1 The County agrees that it will subordinate the lien of the mortgage described in this section 9 to a deed of trust or mortgage to secure a loan, in whole or in part, for the purpose of construction of the permanent roadway described in section 4 of this Agreement and will take all actions and sign and deliver all documents reasonably required to evidence that subordination; provided that the lender agrees in writing to disburse the loan proceeds attributable to construction of the permanent roadway described in section 4 above only for or after actual construction of that permanent roadway.

9.2 Any default by Developer authorizing the foreclosure of that mortgage shall constitute the nonpayment of sums due under the secured obligation which may be cured pursuant to Section 38-38-104, C.R.S., or as otherwise permitted by applicable law. The mortgage described in this section shall be released, and the written and signed release recorded, by the County upon completion of the permanent public road described in section 4.

10. In any litigation concerning any alleged violation of the provisions of this Agreement, the parties agree that the proper venue shall be the District Court of Mesa County, Colorado, and that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit in addition to any other remedy available to the prevailing party.

11. As part of the final plat process for Paradise Hills Subdivision Filing No. 7, Developer is required to pay to the County development impact fees ("DIF") in an amount equal to the \$225 multiplied by the number of unbuilt residential lots in Paradise Hills Filing No. 7 (52 lots), which totals \$11,700 for this filing. Developer has paid two-thirds of the DIF (\$7,800) upon signing this Agreement. The remaining one-third DIF for Paradise Hills Filing No. 7 shall be governed by the provisions of this section.

11.1 Developer shall be entitled to a credit against up to one-third of the DIF if Developer makes certain repairs to Lanai Drive south of Filing No. 7. Engineering drawings of the areas which are the subject of this provision are attached as Exhibit B and incorporated by this reference. Any such repairs undertaken by or on behalf of Developer shall be completed in compliance with County road specifications in force at the time the work is performed.

11.2 If Developer elects to perform the road repair work described above, it shall do so by obtaining written bids from no fewer than three bidders acceptable to Developer and the County. The successful bid and bidder (which bid and bidder shall be selected by Developer) and work performed on Lanai Drive shall be subject to acceptance by the County, which acceptance shall not be unreasonably withheld.

11.3 If the completion of all road repairs shown on the attached engineering drawings will cost more than \$3,900 based on

7/23

the bid accepted by Developer and the County, Developer shall have no obligation to accept any bid for those repairs unless the difference between the total cost of the repairs and \$3,900 is paid by the County's check payable jointly to Developer and the successful bidder prior to Developer signing the contract for the Lanai Drive road repairs.

11.4 If the accepted bid for the Lanai Drive road repairs is less than \$3,900, Developer shall pay County an amount equal to the difference between the successful bid and \$3,900 at the time the contract for the Lanai Drive road repairs is awarded.

11.5 With the agreement of Developer, which it may withhold in its sole discretion, if the cost of Lanai Drive improvements as specified in the attached engineering drawings exceeds \$3,900, Developer and County may agree to scale back the scope of those improvements in an effort to achieve a construction cost of \$3,900 or less.

11.6 Developer shall have the right, in its sole discretion, to pay the County \$3,900 in lieu of undertaking the Lanai Drive street repairs, if that amount is paid to the County prior to signing by Developer of the contract awarding the bid for construction of those repairs.

11.7 The County may withhold the issuance of any building permits for lots then owned by Developer in Paradise Hills Subdivision Filing No. 7 until one of the following occurs:

(a) The final one-third of the DIF in the amount of \$3,900 described in subsection 11.1 above is paid in full; or,

(b) The Lanai Drive road repairs are completed to the satisfaction of the County (which shall not be unreasonably denied) and any amount by which the bid for those repairs is less than \$3,900 is paid by Developer to the County.

11.8 County will have the right to inspect and accept (which acceptance shall not be unreasonably withheld) any repairs to Lanai Drive performed pursuant to provisions of this section. Acceptance of those repairs by County constitute a full and final release of any claims of any nature County might be otherwise entitled to assert against Developer relative to those repairs, including, by way of example and not limitation, any claims for breach of express or implied warranty, consequential damages, or damage to the property of County or any third party.

11.9 Failure by the County to reject any aspect of the repairs upon reasonable grounds within seven (7) days after written request for acceptance shall constitute acceptance of the repairs or that aspect of the repairs described in the request for acceptance.

12. The County may enforce its rights under this Agreement in any manner allowed by applicable law; for example, by holding of the granting of, or suspension of, building permits upon any lot in Paradise Hills Filing No. 7 then owned by Developer. This provision is subject to Developer's rights to notice and cure, and all other provisions of this Agreement.

13. Developer has signed and delivered to the County a Building Permit Hold Agreement covering all lots in the Subdivision to secure performance by Developer of its obligations under Mesa County Development Improvements Agreements for Phases 1 and 2 of the Subdivision. The County agrees it will sign and deliver to Developer a release of that Building Permit Hold Agreement and accept as substitute collateral for performance of those Development Improvements Agreements a Subdivision Improvements Disbursement Agreement signed by a bank and providing for segregation of Developer's loan proceeds by the bank in the amount required by the Development Improvements Agreements to complete construction of those improvements specified in the Development Improvements Agreements uncompleted at the time of such substitution of collateral. The disbursement agreement shall entitle the County to obtain disbursement of funds to it for completion of those uncompleted improvements described in the Development Improvements Agreements upon presentation of (a) request for disbursement; and (b) a certification executed by the County Public Works Director or his designee, stating that Developer is in default under the Development Improvements Agreement and specifying the exact nature of that default and the purpose for which the funds sought by the County are to be utilized. The disbursement agreement may also permit disbursement to the County upon other terms specified by the disbursement agreement. The County shall not unreasonably refuse to accept a Subdivision Improvements Disbursement Agreement as substitute collateral pursuant to this provision. Acceptance of an improvement by the County shall preclude the County from drawing additional funds under the disbursement agreement for that improvement. The County will use funds drawn under the disbursement agreement only for the purpose of completing improvements described in the Development Improvements Agreements.

14. Each of the individuals signing this Agreement warrants and represents that he or she is duly authorized to sign this Agreement for the entity for which the Agreement is signed and to bind that entity to perform its obligations under the terms and conditions of this Agreement.

15. The provisions of this Agreement shall bind and benefit Developer, the County, and each of their successors in interest and assigns.

BRAY AND COMPANY, a Colorado corporation

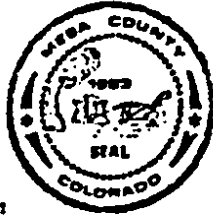
By: Robert L. Bray
Robert L. Bray



BOOK 1998 PAGE 464

COUNTY OF MESA, STATE OF COLORADO

By: *Dorilyn B. Genova*
Dorilyn B. Genova, Chairman of
Board of Mesa County Commissioners



ATTEST:

Monika Todd
Monika Todd, Mesa County
Clerk and Recorder

AS/10/2556-00:

EXHIBIT A

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Government Highline Canal;

N $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of that certain tract of land conveyed in Book 1052 at Page 103 of the Mesa County records and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records; EXCEPT Paradise Hills Filing No. 4 and Filing No. 7;

Commencing at the center of Section 26; thence North 89°57'50" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainage ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 by the following four courses:

North 41°35'47" East 111.67 feet;
North 52°31'05" East 153.69 feet;
North 58°47'13" East 276.77 feet;
North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 a distance of 865.90 feet to the NE Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; thence South 89°57'50" West along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado

IN CITY

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

BOOK 2040 PAGE 250

WALKER FIELD PROPERTY
MESA COUNTY B

PUBLIC AIRPORT
AUTHORITY

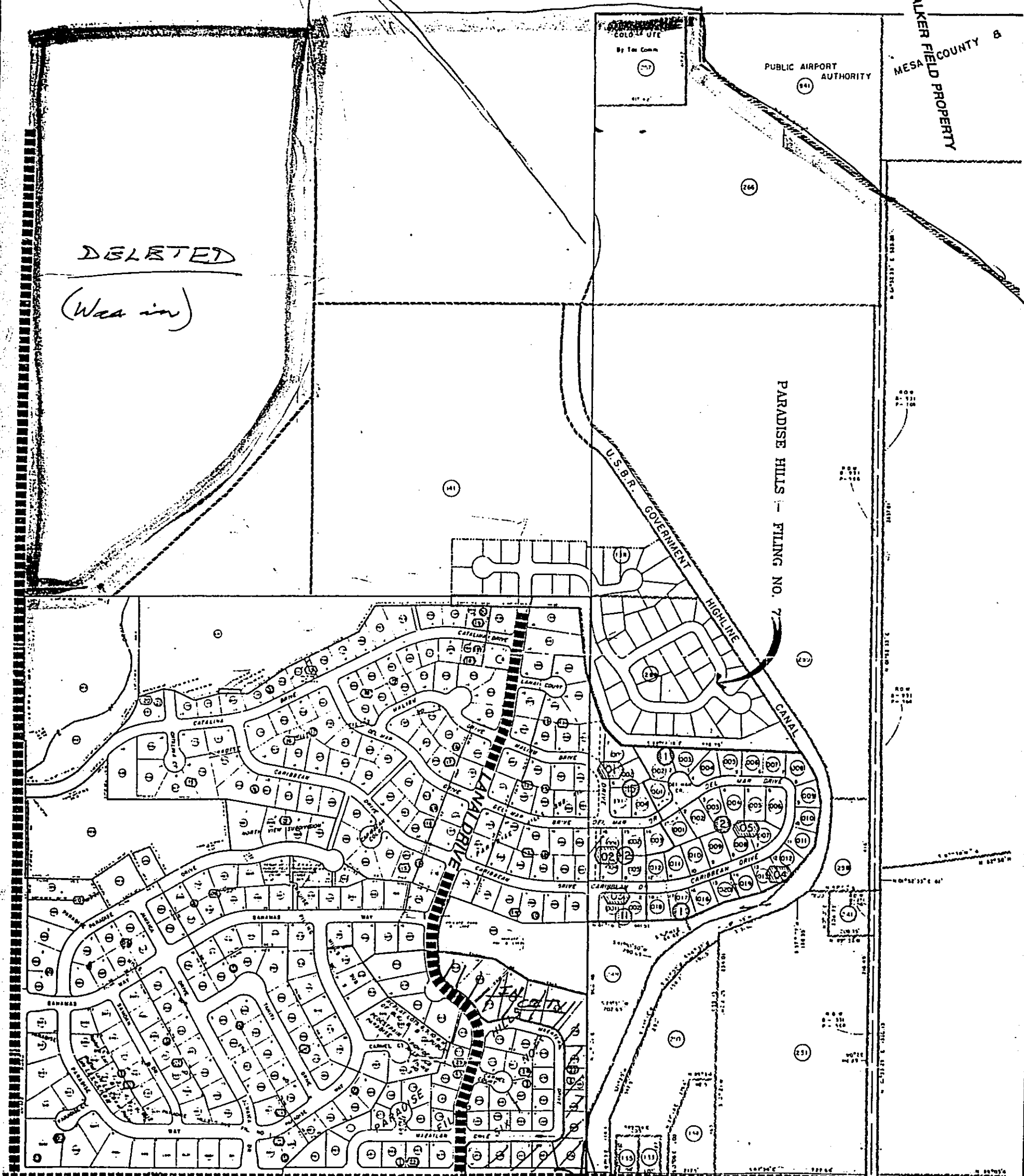
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PARADISE HILLS - FILING NO. 7

U.S.G.R. GOVERNMENT
HIGHLINE

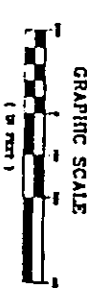
CANAL



H ROAD

N 12th STREET (27 ROAD)

N 7th STREET (26 1/2 RO.)



ARMSTRONG CONSULTANTS, INC. 1000 N. 10th Street, Suite 100 Mesa, Arizona 85201 Phone: (602) 962-1111	
DRAWN BY D. ERIZ	DATE OCT., 1990
CHECKED BY P.M.O./TAL.	NO. NO. 905334
SHEET 2	

ASSESSORS MAP
 PARADISE HILLS SUBDIVISION
 MESA COUNTY, COLORADO

ASSIGNMENT OF
REAL ESTATE MORTGAGE AND RIGHTS
UNDER AGREEMENT

BOOK 2040 PAGE 251

THIS ASSIGNMENT is made by the COUNTY OF MESA (the "County"), State of Colorado, to the CITY OF GRAND JUNCTION, COLORADO (the "City").

RECITALS

A. The County is a party to that certain agreement ("Agreement") with Bray and Company, a Colorado corporation ("Developer") dated June 28, 1993, and recorded August 11, 1993, in Book 1998 at Page 456 in the Mesa County, Colorado real estate records. The County is also mortgagee under that certain real estate mortgage ("Mortgage") dated June 28, 1993 and recorded in Book 1998 at Page 466 in Mesa County, Colorado real estate records, which secures performance by Developer of certain of its obligations contained in the Agreement. The Mortgage encumbers certain real property ("Property") in Mesa County, Colorado, legally described as:

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Government Highline Canal;

N $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of that certain tract of land conveyed in Book 1052 at Page 103 of the Mesa County records and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records; EXCEPT Paradise Hills Filing No. 4 and Filing No. 7;

Commencing at the center of Section 26; thence North 89°57'50" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainage ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 by the following four courses:

North 41°35'47" East 111.67 feet;
North 52°31'05" East 153.69 feet;
North 58°47'13" East 276.77 feet;
North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along
the West line of the E½NE¼ of said
Section 26 a distance of 865.90 feet
to the NE Corner of the NW¼SE¼ of
Section 26; thence South 89°57'50"
West along the North line of the
NW¼SE¼ of said Section 26 a distance
of 762.05 feet to the True Point of
Beginning, EXCEPT the West 30 feet
herein described property conveyed
to Mesa County in instrument
recorded April 6, 1961, in Book 800
at Page 74, Mesa County, Colorado

with all its apurtenances.

B. The Agreement concerns construction of temporary and permanent access roadways to Paradise Hills Filing No. 7 ("The Subdivision"). The Subdivision has been annexed into the City. Based upon that annexation, the County wishes to assign its rights under the Agreement and Mortgage to the City.

ASSIGNMENT

IN CONSIDERATION of the facts stated in the above recitals, the County assigns to the City and its successors and assigns the Mortgage, and all of the County's rights under the Agreement; provided, that all payments required by section 11 of the Agreement have been made by Developer to the County and shall be retained by the County.

This Agreement is made without warranty or representation of any nature.

DATED this _____ day of _____, 19__.

COUNTY OF MESA, STATE OF COLORADO

By: _____
Chairman of The Board
Mesa County Commissioners

ATTEST:

Monica Todd, Mesa County Clerk
and Recorder

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
PARADISE HILLS PROPERTIES LLC FOR A TEMPORARY SUBDIVISION
MARKETING SIGN FOR SUMMER HILL SUBDIVISION WITHIN THE PUBLIC RIGHT-
OF-WAY AT THE INTERSECTION OF 26 ½ ROAD
AND SUMMER HILL WAY**

Recitals.

Paradise Hills Properties LLC, the Petitioner, has requested that the Grand Junction City Council issue a Revocable Permit to allow the Petitioner to install, maintain and repair a temporary subdivision marketing sign for Summer Hill Subdivision within the following described public right-of-way:

A parcel of land being described at Reception Number 1899260, at the Mesa County Clerk and Recorder, situated in the southwest quarter of the northeast quarter of Section 26 Township 1 North, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, containing 450 square feet, more or less.

Relying on the information supplied by the Petitioner and contained in the Community Development Department File No. RVP-2020-758, the City Council has determined that approval of the revocable permit would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

That the City Manager is hereby authorized and directed to issue to the Petitioner the Revocable Permit, in the form attached to this resolution, for the purposes described in this resolution and the permit for the use of the public right-of-way described, all subject to each and every term and condition of the Revocable Permit.

PASSED and ADOPTED this 3rd day of February, 2021.

Attest:

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

Wanda Winkelmann
City Clerk

REVOCABLE PERMIT

Recitals.

Paradise Hills Properties LLC, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner as allowed by the Charter and ordinances of the City of Grand Junction, to install, maintain and repair a temporary subdivision marketing sign advertising Summer Hill Subdivision within the following described public right-of-way:

A parcel of land being described at Reception Number 1899260, at the Mesa County Clerk and Recorder, situated in the southwest quarter of the northeast quarter of Section 26 Township 1 North, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, containing 450 square feet, more or less.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2020-758 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way. The Petitioner may not assign any obligation arising out of or under this Permit and/or the agreement.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

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

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

6. The Petitioner agrees to obtain a separate Sign Permit.

7. The Petitioner also agrees that the sign shall be removed at the time when the last home within the subdivision is constructed or January 1, 2024, whichever occurs first.

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

Dated this _____ day of _____, 2021.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Kevin L. Bray, Manager
Paradise Hills Properties LLC

Exhibit A

2 PAGE DOCUMENT

WARRANTY DEED

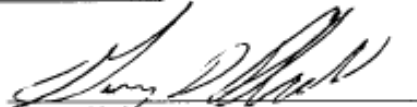
BOOK 2579 PAGE 16
1899260 04/23/99 0151PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$No FEE

Gary D. Plsek, Grantor, for and in consideration of the sum of Four Hundred Fifty and 00/100 Dollars (\$450.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantees, its successors and assigns forever, the following described tract or parcel of land for Roadway and Utilities right-of-way purposes, to wit:

Commencing at the Center 1/4 Corner of Section 26, Township 1 North, Range 1 West of the Ute Meridian, City of Gand Junction, County of Mesa, State of Colorado, and considering the West line of the SW 1/4 SW 1/4 NE 1/4 of said Section 26 to bear N00°07'50"E with all bearings contained herein being relative thereto;
thence N00°07'50"E along the west line of said WE 1/4 SW 1/4 NE 1/4 a distance of 30.00 feet; thence leaving the West line of said SW 1/4 SW 1/4 NE 1/4, N89°57'41"E a distance of 30.00 feet to the True Point of Beginning;
thence N00°07'50"E a distance of 30.00 feet;
thence S44°57'10"E a distance of 42.36 feet;
thence S89°57'50"W a distance of 30.00 feet to the True Point of Beginning,
containing 450.00 square feet as described herein and depicted on the Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that he will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23rd day of March, 1999.



Gary D. Plsek

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Gary D. Plsek.

My commission expires: 3.3.01
unless my hand and official seal.



Notary Public Peggy Holcomb

The foregoing legal description was prepared by S. Pace, 250 North 5th Street, Grand Junction, CO, 81501

EXHIBIT "A"

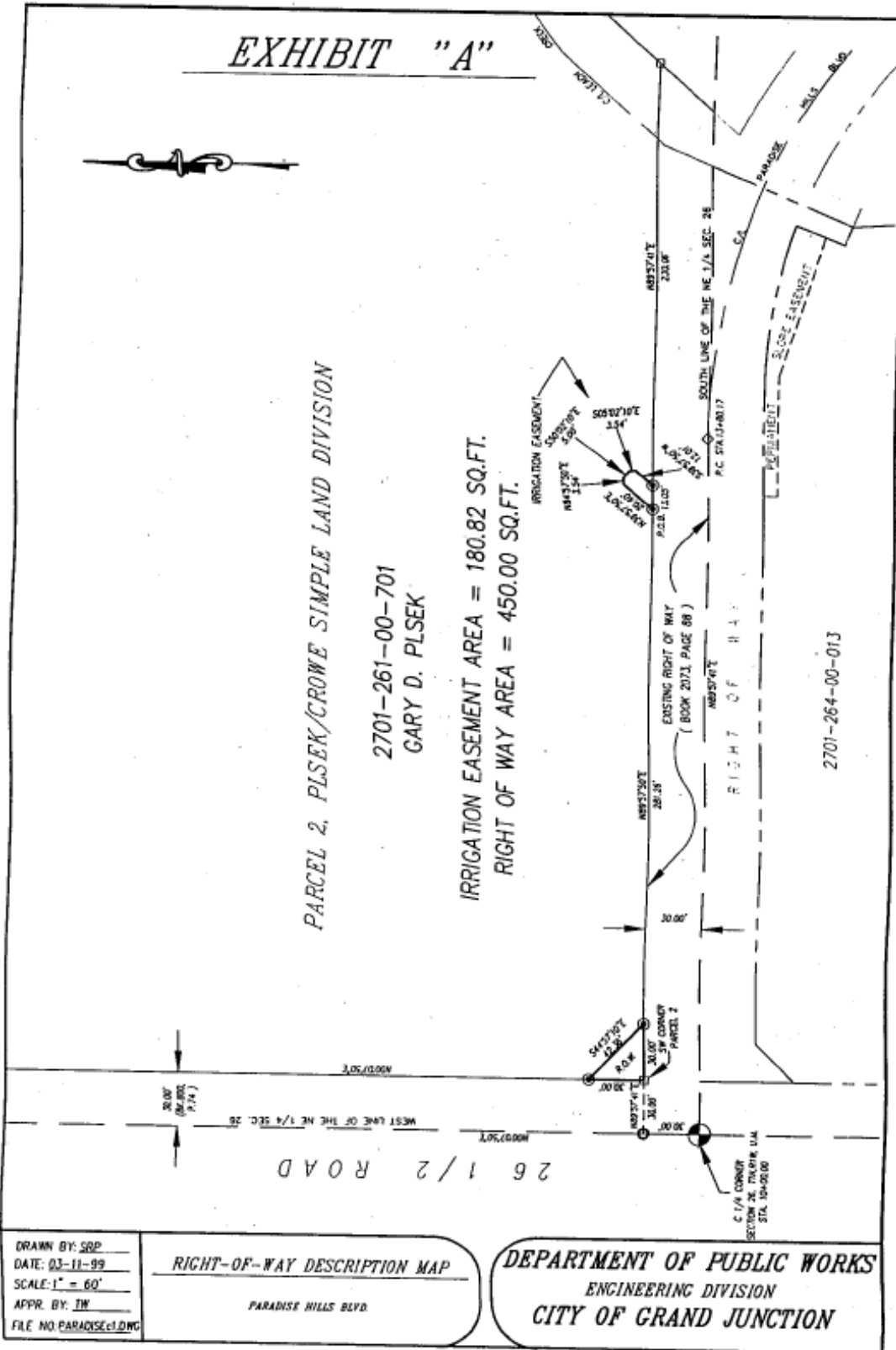


PARCEL 2, PLESEK/CROWE SIMPLE LAND DIVISION

2701-261-00-701
GARY D. PLESEK

IRRIGATION EASEMENT AREA = 180.82 SQ.FT.
RIGHT OF WAY AREA = 450.00 SQ.FT.

2701-264-00-013



DRAWN BY: SBP
DATE: 03-11-99
SCALE: 1" = 60'
APPR. BY: IW
FILE NO: PARADISE.dwg

RIGHT-OF-WAY DESCRIPTION MAP

PARADISE HILLS BLVD.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: February 3, 2021

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Resolutions Concerning the Issuance of Revocable Permits to 1) the Lowell Village Metropolitan District for the Installation and Ongoing Maintenance of Bioswales, Landscaping and Private Water Service Lines; and 2) Downtown Grand Junction REgeneration, LLC, Peter Smith, Robert Traw and Robert Breeden to Allow for Eaves of New Homes to Overhang in the White Avenue, North 8th Street and Grand Avenue Rights-of-Way Adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The first phase of the Lowell Village Townhome development is completed with four units on the northwest corner of 8th Street and White Avenue and the remainder of the project (Phase 2) has been issued a conditional approval. The Lowell Village Metropolitan District is requesting a Revocable Permit to allow for installation and ongoing maintenance of bioswales for drainage purposes, landscaping and water service lines within the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to the remainder of the project.

In addition, Downtown Grand Junction REgeneration LLC, Peter Smith, Robert Traw and Robert Breeden are requesting a Revocable Permit to allow for the eaves on the front and sides of the proposed town home units to overhang and encroach into a portion of the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to the remainder of the project. The permits are for construction of the

remainder of the project on Lots 1,3 and 4 R5 Block Subdivision Amended and Lot 5 Lowell Village Phase1.

The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the encroachment from the rights-of-way should it be necessary in the future. It also formalizes the ongoing Metropolitan District responsibilities for these improvements that are also referenced in the Intergovernmental Agreement (IGA) between the City and the District.

BACKGROUND OR DETAILED INFORMATION:

Phase 1 of the Lowell Village Townhomes project on the southeast corner of North 7th Street and Grand Avenue known as the R-5 block has been completed (4 units) and construction of Phase 2 (32 units) has been issued conditional approval. The plans for the project include installation of bioswales as part of the surface drainage system for the development, landscaping and private water service lines within the the park strips (area between sidewalk and curb) along the adjacent rights-of-way for White Avenue, North 8th Street and Grand Avenue. Per the Intergovernmental Agreement (IGA) between the Lowell Village Metropolitan District and the City, these improvements are to be installed and maintained by the District. This Revocable Permit provides the City's consent for these improvements to be made within the City's right of way as well as their removal, should become necessary.

In addition, the property at 310 North 7th Street known as the R-5 block has received approval to construct the second phase of development for the Lowell Village Townhomes project. The second phase is for 32 more townhome units with detached garages on the remainder of the block. The property is zoned B-2 (Downtown Business) which allows a front yard setback of 0 feet. The Zoning and Development Code permits encroachment of such items as projecting signs within rights-of-way downtown, provided they are higher than 8 feet above grade. Consequently, the development of these units with eaves projecting approximately 2 feet into the adjacent rights-of-way were approved for construction provided the projection will be higher than 8 feet above grade and subject to approval of a Revocable Permit for this encroachment by City Council. The Revocable Permit allows the City to acknowledge the construction of the encroaching eaves within its rights-of-way while retaining the ability to require the removal of the encroachments from the rights-of-way should it be necessary in the future.

FISCAL IMPACT:

This action does not have a direct fiscal impact to the City.

SUGGESTED MOTION:

I move to (adopt/deny) 1) Resolution No. 12-21, a resolution concerning the issuance

of a revocable permit to the Lowell Village Metropolitan District to allow for the construction, installation and maintenance of private storm drainage facilities, microbasins, water lines, landscaping and irrigation systems in the White Avenue, North 8th Street and Grand Avenue public rights-of-way adjacent to R5 Block Subdivision Amended and Lowell Village Phase I; and 2) Resolution No. 13-21, a resolution concerning the issuance of a revocable permit to Downtown Grand Junction REgeneration, LLC, Peter Smith, Robert Traw and Robert Breeden to allow for eaves of proposed new structures of town home units to overhang and encroach in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1. Approval of Resolution 12-21 is conditioned on the Lowell Village Metropolitan District adopting a resolution and acceding to the terms of the revocable permit.

Attachments

1. LOWELL VILLAGE TOWNHOMES PHASE 2 MAPS
2. Phase 2 Landscape Resolution with Revocable Permit
3. Phase 2 Overhang Resolution with Revocable Permit

LOWELL VILLAGE TOWNHOMES PHASE 2 LOCATION MAP



PROPOSED REVOCABLE PERMIT AREAS (green)



RESOLUTION NO. __-21

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO THE LOWELL VILLAGE
METROPOLITAN DISTRICT TO ALLOW FOR THE CONSTRUCTION,
INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES,
MICROBASINS, WATER LINES, LANDSCAPING, AND IRRIGATION SYSTEMS IN
THE WHITE AVENUE, NORTH 8TH STREET AND GRAND AVENUE PUBLIC
RIGHTS-OF-WAY ADJACENT TO R5 BLOCK SUBDIVISION AMENDED AND
LOWELL VILLAGE PHASE I**

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for improvements within and adjacent to its boundaries stated in its Metropolitan District Service Plan and in the final approved plans for the Lowell Village development.

B. The Petitioner has requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for the construction, installation and maintenance of storm drainage facilities, microbasins, water lines, landscaping and irrigation systems in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to the R5 Block Subdivision Amended and Lowell Village Phase 1 subdivision, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A attached to the Revocable Permit for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Southwest corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended , a distance of 198.59 feet to the Southwest corner of Tract B, Lowell Village Phase 1 (Reception No.2932814); thence S00°01'33"W, a distance of 21.56 feet; thence N89°25'50"W, a distance of 198.69 feet; thence N00°16'43"E, a distance of 19.85 feet to the Point of Beginning.
AND

Beginning at the Northwesterly corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence N13°18'30"E, a distance of 21.22 feet; thence N69°33'42"E, a distance of 14.21 feet; thence S89°54'26"E, a distance of 368.18 feet; thence S35°13'00"E, a distance of 18.39 feet; thence S00°09'22"W, a distance of 180.47 feet; thence N89°55'50"W, a distance of 21.15 feet to the Northeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814); thence N00°03'27"E along the West right of way line of North

8th Street adjoining the East line of said R5 Block Subdivision Amended (Reception No.2835112), a distance of 170.00 feet to the Northeast corner Lot 3, of said R5 Block Subdivision Amended; thence N89°55'53"W along the South right of way line of Grand Avenue adjoining the North line of said R5 Block Subdivision Amended, a distance of 375.51 feet to the Point of Beginning.

White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Recorders Office.

Containing an area of 17,691 Square Feet (0.406 Acres) more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the developer of the District, Downtown Grand Junction LLC, as contained in File No. SUB-2019-687 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction. Petitioner indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

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

The City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to every term and condition contained in the attached Revocable Permit. The Revocable Permit may not pass to a successor or be assigned without prior approval by the City Council and is conditioned on the Lowell Village Metropolitan District adopting a resolution and acceding to the terms of the revocable permit.

PASSED and ADOPTED this _____ day of _____, 2021.

Attest:

City Clerk

President of the City Council

REVOCABLE PERMIT

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for improvements within and adjacent to its boundaries stated in its Metropolitan District Service Plan and indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

B. The Petitioner has requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for the construction, installation and maintenance of storm drainage, microbasins, landscaping and irrigation systems in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A attached hereto for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Southwest corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended , a distance of 198.59 feet to the Southwest corner of Tract B, Lowell Village Phase 1 (Reception No.2932814); thence S00°01'33"W, a distance of 21.56 feet; thence N89°25'50"W, a distance of 198.69 feet; thence N00°16'43"E, a distance of 19.85 feet to the Point of Beginning.

AND

Beginning at the Northwesterly corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence N13°18'30"E, a distance of 21.22 feet; thence N69°33'42"E, a distance of 14.21 feet; thence S89°54'26"E, a distance of 368.18 feet; thence S35°13'00"E, a distance of 18.39 feet; thence S00°09'22"W, a distance of 180.47 feet; thence N89°55'50"W, a distance of 21.15 feet to the Northeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814); thence N00°03'27"E along the West right of way line of North 8th Street adjoining the East line of said R5 Block Subdivision Amended (Reception No.2835112), a distance of 170.00 feet to the Northeast corner Lot 3, of said R5 Block Subdivision Amended; thence N89°55'53"W along the South right of way line of Grand Avenue adjoining the North line of said R5 Block Subdivision Amended, a distance of 375.51 feet to the Point of Beginning.

White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Containing an area of 17,691 Square Feet (0.406 Acres) more or less, as described herein and illustrated on Exhibit "A".

C. Relying on the information supplied by the developer of the District, Downtown Grand Junction LLC, as contained in File No. SUB-2019-687 in the office of the City's Community

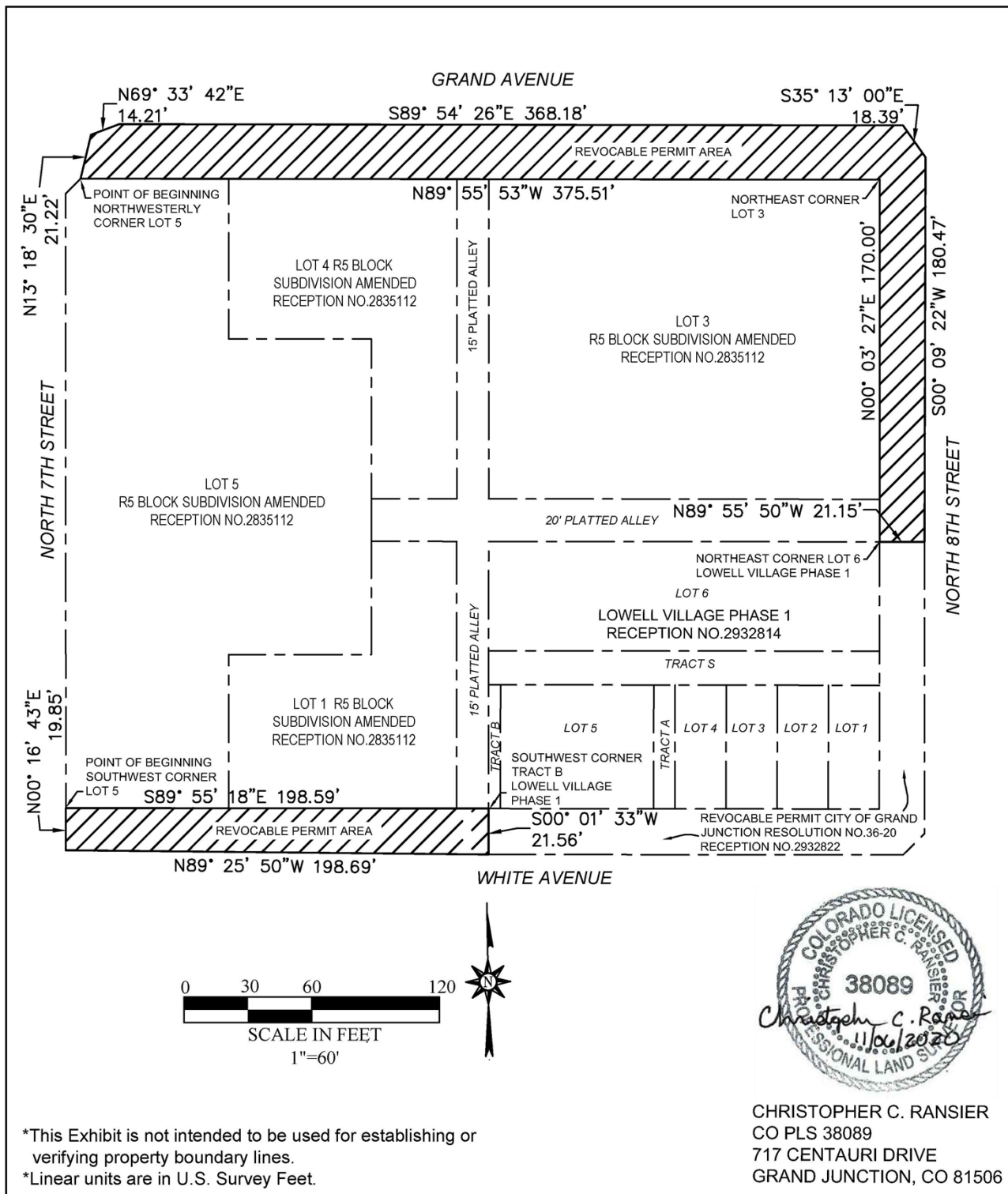
Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction. Petitioner indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

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

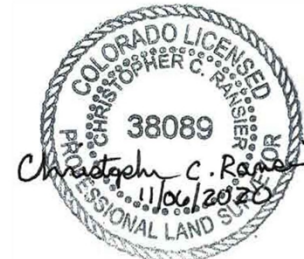
1. The Petitioner's use and occupancy of the public rights-of-way as authorized pursuant to this Permit in accordance with the final approved plans in File No. SUB-2019-687 shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever or to allow others to do the same. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason. The Revocable Permit *does not* grant exclusive use of the area.
3. The Petitioner agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioner within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of improvements.
4. The Petitioner agrees that it shall at all times keep the above-described public rights-of-way and the facilities authorized pursuant to this Permit in good condition, repair and operation.
5. This Revocable Permit for the storm drainage, microbasins, water lines, landscaping and irrigation systems in the rights-of-way shall be issued only upon Petitioner's agreement that it shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachments or uses permitted, including but not limited to damages to any public improvement, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public rights-of-way and, at its own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The right-of-way shall be returned in the same or similar condition as it existed at the time of the Permit or as otherwise agreed by the City.
6. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit. The Permit shall only become effective with confirmation through resolution of the Petitioner's Board, attached to this Permit, stating that the Petitioner shall abide by all the terms of the Permit including those regarding the hold harmless and indemnity clauses.

EXHIBIT A

SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.



CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506

RESOLUTION NO. __-21

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO DOWNTOWN GRAND JUNCTION
REGENERATION LLC, PETER SMITH, ROBERT TRAW, AND ROBERT BREEDEN
TO ALLOW FOR EAVES OF NEW STRUCTURES TO OVERHANG AND ENCROACH
IN THE WHITE AVENUE, NORTH 8TH STREET AND GRAND AVENUE RIGHTS-OF-
WAY ADJACENT TO LOTS 1, 3 AND 4 R5 BLOCK SUBDIVISION AMENDED AND
LOTS 5 AND 6 LOWELL VILLAGE PHASE 1**

Recitals.

A. Downtown Grand Junction Regeneration LLC, a Colorado Limited Liability Company, Peter Smith, Robert Traw, and Robert Breeden, hereinafter referred to as the Petitioners, represent they are the owners of the property to be platted and developed as Lowell Village Phase 2 including the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision.

B. The Petitioners have requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for eaves of new structures, to include residential dwelling units and above garage space, to overhang and encroach in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A of the Revocable Permit for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, Beginning at the Southwest corner Lot 1, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended, a distance of 5.47 feet to the Point of Beginning; thence S89°55'18"E, a distance of 96.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 96.00; thence N00°04'42"E, a distance of 2.00; feet to the Point of Beginning.

AND

Beginning at the Southwest corner Lot 5, Lowell Village Phase 1 (Reception No.2932814) thence S89°55'18"E along the North right of way line of White Avenue, a distance of 72.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 72.00 feet; thence N00°04'42"E, a distance of 2.00 feet to the Point of Beginning.

AND

Beginning at the Southeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814) thence N00°03'39"E along the West right of way line of North 8th Street, a distance of 63.51 feet; thence S89°56'24"E, a distance of 2.00 feet; thence

S00°03'39"W, a distance of 63.51 feet; thence N89°56'24"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence S00°03'39"W along the West right of way line of North 8th Street, a distance of 74.69 feet to the Point of Beginning; thence S89°56'21"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.11 feet; thence N89°56'21"W, a distance of 2.00 feet; thence N00°03'39"E, a distance of 63.11 feet to the Point of Beginning.

AND

Beginning at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.49 feet; thence N00°04'07"W, a distance of 2.00 feet; thence S89°55'53"E, a distance of 98.49 feet; thence S00°03'39"W, a distance of 60.69 feet; thence S89°56'21"E, a distance of 2.00 feet to the West right of way line of North 8th Street; thence N00°03'39"E along the West right of way line of North 8th Street, a distance of 58.69 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 106.49 feet to the Point of Beginning; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 72.00 feet; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 72.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northwest corner Lot 4, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'53"E along the South right of way line of Grand Avenue, a distance of 5.90 feet to the Point of Beginning; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 96.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the South right of way line of Grand Avenue; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.00 feet to the Point of Beginning.

White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Containing an area of 1,239 Square Feet more or less, as described herein and illustrated on Exhibit A of the Revocable Permit..

C. Relying on the information supplied by the Petitioners and contained in File No. SUB-2019-687 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this _____ day of _____, 2021.

Attest:

City Clerk

President of the City Council

REVOCABLE PERMIT

Recitals.

A. Downtown Grand Junction Regeneration LLC, a Colorado Limited Liability Company, Peter Smith, Robert Traw, and Robert Breeden, hereinafter referred to as the Petitioners, represent they are the owners of the property to be platted and developed as Lowell Village Phase 2 including the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision.

B. The Petitioners have requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for eaves of new structures, including residential dwelling units and above garage space, to overhang and encroach in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, Beginning at the Southwest corner Lot 1, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended, a distance of 5.47 feet to the Point of Beginning; thence S89°55'18"E, a distance of 96.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 96.00; thence N00°04'42"E, a distance of 2.00; feet to the Point of Beginning.

AND

Beginning at the Southwest corner Lot 5, Lowell Village Phase 1 (Reception No.2932814) thence S89°55'18"E along the North right of way line of White Avenue, a distance of 72.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 72.00 feet; thence N00°04'42"E, a distance of 2.00 feet to the Point of Beginning.

AND

Beginning at the Southeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814) thence N00°03'39"E along the West right of way line of North 8th Street, a distance of 63.51 feet; thence S89°56'24"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.51 feet; thence N89°56'24"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence S00°03'39"W along the West right of way line of North 8th Street, a distance of 74.69 feet to the Point of Beginning; thence S89°56'21"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.11 feet; thence N89°56'21"W, a distance of 2.00 feet; thence N00°03'39"E, a distance of 63.11 feet to the Point of Beginning.

AND

Beginning at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.49 feet; thence N00°04'07"W, a distance of 2.00 feet; thence S89°55'53"E, a distance of 98.49 feet; thence S00°03'39"W, a distance of 60.69 feet; thence S89°56'21"E, a distance of 2.00 feet to the West right of way line of North 8th Street; thence N00°03'39"E along the West right of way line of North 8th Street, a distance of 58.69 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 106.49 feet to the Point of Beginning; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 72.00 feet; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 72.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northwest corner Lot 4, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'53"E along the South right of way line of Grand Avenue, a distance of 5.90 feet to the Point of Beginning; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 96.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the South right of way line of Grand Avenue; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.00 feet to the Point of Beginning.

White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Containing an area of 1,239 Square Feet more or less, as described herein and depicted on Exhibit A attached hereto.

C. Relying on the information supplied by the Petitioners and contained in File No. SUB-2019-687 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public rights-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioners, for themselves and for their successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public rights-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioners agree that they shall at all times keep the above-described public rights-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Permit shall be effective only upon the signatures of all the Petitioners and the City Manager appearing hereon. Petitioners' agree on their behalf and that of their successors and assigns that they shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioners shall, at the sole expense and cost of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing first class letters to a Petitioner's last known addresses), peaceably surrender all or some of said public right-of-way and, at their own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public in the same or similar condition as when the Permit was issued or as otherwise agreed by the City.

6. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

7. This Revocable Permit and the foregoing Resolution shall be recorded by the Petitioners, at the Petitioners' expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2021.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

By signature below each Petitioner agrees to abide by all the terms set forth in the Revocable Permit for themselves and their successors and assigns:

Downtown Grand Junction Regeneration LLC
a Colorado Limited Liability Company

By: _____
Jeremy Nelson, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing agreement to the terms the Revocable Permit was acknowledged before me this _____ day of _____, 2021, by Jeremy Nelson, Manager of Downtown Grand Junction Regeneration LLC.

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

Notary Public

Peter Smith

State of _____)
)ss.
County of _____)

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this _____ day of

_____, 2021, by Peter Smith.

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

Notary Public

Robert Traw

State of _____)
)ss.
County of _____)

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this _____ day of _____, 2021, by Robert Traw.

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

Notary Public

Robert Breeden

State of _____)
)ss.
County of _____)

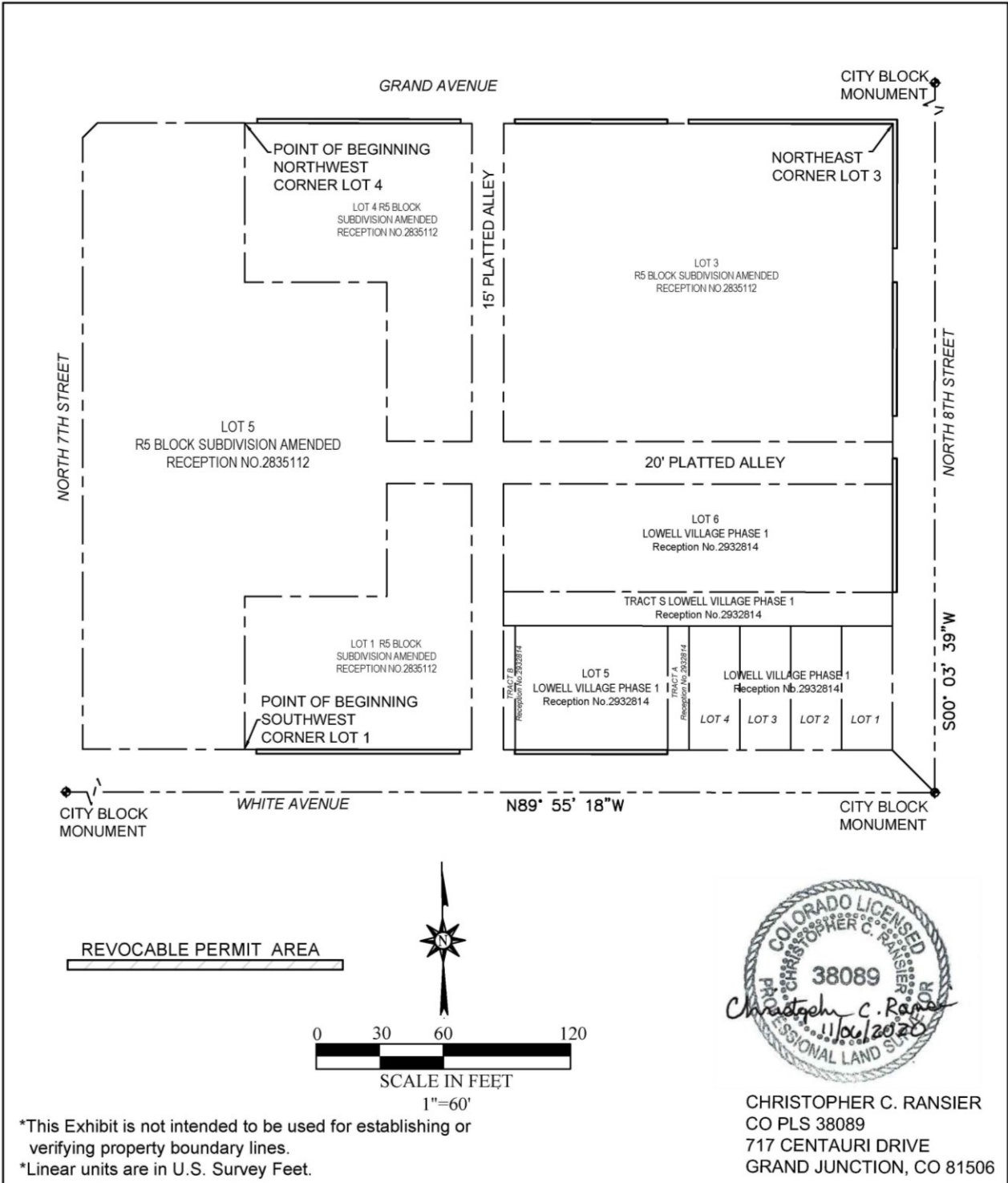
The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this _____ day of _____, 2021, by Robert Breeden.

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

Notary Public

EXHIBIT A

SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.

CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: February 3, 2021
Presented By: John Shaver, City Attorney
Department: Community Development
Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

Clarification of the Ballot Title and Question Referring an Amendment of Ordinance No. 4295 to the April 6, 2021 Municipal Election All as Established by Ordinance No. 4979

RECOMMENDATION:

Staff recommendation approval of this ordinance.

EXECUTIVE SUMMARY:

At the January 20, 2021 hearing of the Grand Junction City Council, the City Council voted unanimously (7-0) to adopt Ordinance No. 4979, an ordinance referring a question to the April 2021 ballot. The ballot question asks voters whether the conditions of Ordinance No. 4295, which was confirmed by vote through Referred Measure A of the April 2013 ballot, shall be amended by the adoption of a new development plan for that property. At the January 20, 2021 hearing on this item, several changes were made to the text of the question that had been drafted by staff, at the suggestion of the applicant and a request for improved clarity of the question by several Councilmembers.

The language of the question adopted on January 20 encompasses two questions rather than one. In order to avoid voter confusion, staff proposes these minor changes to the text that resolve this issue.

BACKGROUND OR DETAILED INFORMATION:

A mixed-use development called The Eddy, containing a mix of multifamily residential buildings and camping areas, has been proposed to be constructed at 347 ½ 27 ½

Road, 2757 C ½ Road, and an adjacent unaddressed parcel, commonly known as the Brady Trucking Property. In addition to requests for a boundary line adjustment and major site plan review, this proposal includes a request to adjust the location of an existing City trail easement that was established to provide for the development of a section of the Colorado Riverfront Trail. Because the easement was created by a voter-approved measure in 2013, it cannot be adjusted, vacated, or diminished by an act of Council without further approval from the People. Therefore, the Applicant for this project, The Eddy at Grand Junction, LLC, requests that the City Council refer a question to the April 6, 2020 ballot that would allow for the adjustment of this easement in terms of size and location, and that would amend the conditions imposed on development of the site by the same 2013 voter-approved measure.

As drafted, and with voter approval of the measure, conditions on development could be amended by an administrative approval of a development plan for the property. Absent voter approval of the measure, the trail, buffering and site conditions created by Ordinance No. 4295 will control.

At the January 20, 2021 hearing of the City Council, several Councilmembers also indicated that they were interested in the details of the proposed development plan for the site. That proposed development plan consists of two reviews: a subdivision review (for a lot line adjustment creating no new lots) and a site plan review (designed for two-phase implementation, and requiring further review for phase two to be approved). The proposed plan documents can be reviewed at this link - <https://bit.ly/35AJSh0> - under the respective file numbers SSU-2020-713 SPN-2020-762. These files do not contain approved plans or plats, as no approvals have been granted in association with this project.

As noted earlier, the language that was adopted on January 20 contains two questions rather than one. This is atypical and will likely reduce understanding on the part of voters. Staff therefore recommends approval of this ordinance to make minor clarifying changes to the question to be referred to the April 2021 ballot.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

SUGGESTED MOTION:

I move to clarify and adopt revisions to Ordinance No. 4979, an ordinance referring a ballot proposition to the April 6, 2021 Regular Municipal Election regarding the Amendment of Ordinance No. 4295 on final passage and order final publication in pamphlet form.

Attachments

1. 2013 Ballot Question
2. Ordinance No. 4295
3. Existing Easement Legal Description and Map Exhibit
4. Ordinance No. 4979
5. Ordinance No. 4979 _ Feb 3 Clarify _ Track Changes
6. Ordinance No. 4979 _ Feb 3 Clarify _ Clean

Referred Measure A – April 6, 2013 Ballot – City of Grand Junction Regular Municipal Election

Text of Question:

Shall Ordinance No. 4295 zoning property located at 347 ½ Road to I-1, Light industrial, and zoning property located at 348 27 ½ Road and 2757 C ½ Road to I-O, Industrial Office, with certain conditions, including but not limited to the dedication of a public trail easement 50 feet wide adjacent to the Colorado River along the entire southern property boundary; dedication of a public trail easement 50 feet wide along the east property boundary and installation of a landscape buffer 25 feet wide and a screen wall along the west, north and south property boundaries be adopted?

Results of Vote:

YES: 8,307 votes (73.88%)

NO: 2,937 votes (26.12%)

Measure Passes.

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. 4295
AN ORDINANCE ZONING THE BRADY SOUTH ANNEXATION TO
LIGHT INDUSTRIAL (I-1) AND INDUSTRIAL/OFFICE PARK (I-O) ZONE DISTRICT
LOCATED AT 347 AND 348 27-1/2 ROAD AND 2757 C-1/2 ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Brady South Annexation to the Industrial/Office Park (I-O) zone district finding that it conforms with the land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The applicant has requested the zoning of the westerly parcel be I-1 and the easterly 2 parcels be I-O. The proposed zone district(s) meet(s) the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Light Industrial (I-1) and Industrial/Office Park (I-O) zone districts are in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code. The Applicant concurred with the Staff recommendation and agreed with the proposed zoning and conditions.

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

The following property be zoned Light Industrial (I-1): BRADY SOUTH ANNEXATION – 347 27-1/2 Road - All of GLO Lot 3 Section 24, T1S, R1W exc W 10CH

And the following properties be zoned Industrial/Office Park (I-O): BRADY SOUTH ANNEXATION – 348 27-1/2 Road and 2757 C-1/2 Road


W 367.65FT OF LOT 2 SEC 24 1S 1W W OF DN and a PARCEL OF LAND IN GLO LOT 2 SEC 24 1S 1W DESC ASFOLL BEG S 89DEG 53' E 367.65FT & S 30FT FR NW COR SDLOT 2 S 89DEG53' E 335.18FT TO C-LI OF DRN S 33DEG52'W ALG SD C-LI 457.11FT TO A PT 14FT N OF PRESENT LI OF COLO RIVER N 56DEG05' W & PARALLEL WITH SD RIVER 96.94FT N 326.15FT TO POB

The zoning stated herein is subject to and with agreement of the Applicant, to the conditions outlined in Exhibit A attached hereto and incorporated by this reference as if fully set forth.

Said parcels total 12.62 acres (549,691 square feet), more or less, as described.

INTRODUCED on first reading the 3rd day of September, 2008 and ordered published.
ADOPTED on second reading the 17th day of September, 2008.

ATTEST:



Stephanie Tuin

Stephanie Tuin
City Clerk

Gregg Palmer

Gregg Palmer
President of the Council

EXHIBIT A
CONDITIONS OF ZONING THE BRADY SOUTH ANNEXATION

Zoning as stated in Ordinance 4295 shall be subject to the conditions listed below.

West and North Boundaries Adjacent to City of Grand Junction Las Colonias Property:

- 25-foot landscape buffer with wall on inside of landscape area
- Plantings within required 25-foot landscape buffer shall meet Code requirements for number of plant materials (e.g. trees/shrubs per square footage) and groundcover.

East Boundary:

- 50-foot trail or tract, wall and 8-foot landscape buffer outside wall per Code
- 8-foot landscape buffer and wall may be placed within 50-foot trail easement or tract subject to approval by City and Riverfront Commission

Along Entire Length of Colorado River:

- No fence or wall required
- 50-foot or tract from property line along entire length (all 3 parcels) assuming property line is at the top of the bank
- Minimum 50-foot building setback subject to provision of landscape buffer as below
- 25-foot landscape buffer (no wall or fence) between trail and site development along entire length (all 3 parcels)
- 25-foot landscape buffer may overlap with 50-foot trail easement or tract subject to approval by City and Riverfront
- Plantings within required 25-foot landscape buffer shall meet Code requirements for number of plant materials (e.g. trees/shrubs per square footage) and groundcover

Trail Construction: Not Required by Applicant

Building Orientation: Buildings may have any orientation on site, provided they meet setbacks of the zone district

Grant of Trail Easement or Tract and Improvements Pertaining to Above Conditions:

- Entire trail easement (all 3 parcels) or tract shall be dedicated
- Remainder of the improvements may be met incrementally as each property develops

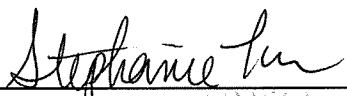
Security Fencing

- The applicant/property owner may erect security fence per the Grand Junction Zoning and Development Code outside of the required trail easement or tract
- The City of Grand Junction shall contribute up to \$30,000.00 toward the construction of security fencing along the south and east property lines. The contribution shall be paid on a reimbursement basis upon satisfactory completion of construction of the fence

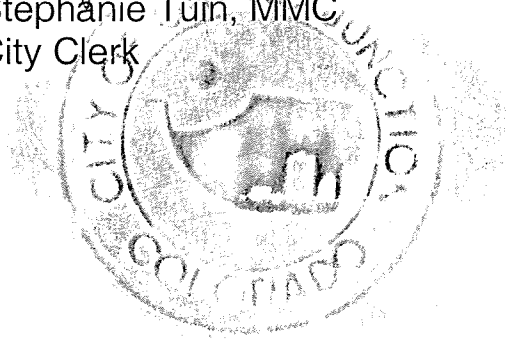
I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4295 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd of September, 2008 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 17th day of September, 2008, at which Ordinance No. 4295 was read, considered, adopted and ordered published in full by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 13th day of October, 2008.



Stephanie Tuin, MMC
City Clerk



Published: September 5, 2008
Published: September 25, 2008
Effective: October 25, 2008

City of Grand Junction
Certification of Effective Date of Ordinance No. 4295

Ordinance No. 4295 - An Ordinance Zoning Property Located at 347 27 1/2 Road to I-1, Light Industrial, and Zoning Property Located at 348 27 1/2 Road and 2757 C 1/2 Road to I-O, Industrial Office was adopted by the Grand Junction City Council on September 17, 2008.

Within the thirty days following the final adoption of the Ordinance, a referendum petition was initiated, circulated and returned to the City Clerk thus suspending the Ordinance from going into effect. The petition representatives were Harry Griff and Candi Clark.

The City Clerk certified sufficient signatures on the petitions for the referendum to be taken to the City Council at its meeting on December 3, 2008. Prior to the City Council meeting, on December 2, 2008, Diane Schwenke filed a protest to the petitions. The protest initiated a hearing process whereby the City Clerk heard arguments both for and against the protest. That hearing was held on January 9, 2009.

The City Clerk ruled on January 16, 2009 that petition section #079 which contained 18 signatures should be deemed invalid. That finding reduced the number of valid signatures to below the minimum required resulting in the petition becoming legally insufficient. Based on that finding the zoning ordinance was then effective. To prevent the zoning called for in Ordinance No. 4295 from taking effect, the petition group (Candi Clark *et. al.*) filed a lawsuit challenging the City Clerk's findings.

Chief District Court Judge Bottger agreed with the City Clerk's decision invalidating petition section #079 (the signatures that Candi Clark notarized, including her own.)

The petition group appealed Judge Bottger's decision to the Colorado Court of Appeals. The Court of Appeals overturned Judge Bottger on the notary issue. Brady asked the Supreme Court to review the Court of Appeals decision but that request was denied and the case was remanded to Judge Bottger.

Judge Bottger ruled on the other claims in the lawsuit (he affirmed the other decisions that the City Clerk made; however, because of the notary issue those rulings did not help resolve the case) and remanded the case to the City. Now with the remand the matter is set for hearing by the City Council.

On September 5, 2012 the City Council heard the matter again and referred the question to the voters at the next regular election to be held April 2, 2013.

The ballot question was:

CITY OF GRAND JUNCTION REFERRED MEASURE A

Shall Ordinance No. 4295 zoning property located at 347 27 1/2 Road to I-1, Light Industrial, and zoning property located at 348 27 1/2 Road and 2757 C 1/2 Road to I-O, Industrial Office, with certain conditions, including but not limited to the dedication of a public trail easement 50 feet wide adjacent to the Colorado River along the entire southern property boundary; dedication of a public trail easement 50 feet wide along the east property boundary and installation of a landscape buffer 25 feet wide and a screen wall along the west, north and south property boundaries be adopted?

The results of the election on Referred Measure A were:

	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
For the Ordinance	1,766	2,295	914	2,239	1,093	8,307
Against the Ordinance	730	711	337	710	449	2,937

The Canvassing Board on April 3, 2013 concluded that for the City of Grand Junction Referred Measure A, the ordinance was adopted by the greater number of votes.

Therefore Ordinance No. 4295 is declared to be adopted and effective April 3, 2013.

Certified under my hand and seal this 5th day of April, 2013



Stephanie Tuin
Stephanie Tuin, City Clerk

"EXHIBIT A"
TRAIL EASEMENT VACATION

A certain parcel of land described at Reception No.2684027 and lying in Government Lots 2 and 3 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

A certain 50.00 foot wide parcel of land entirely within the following three (3) parcels of land: Parcel No.1 and No.2 of the lands described in Book 4172, Page 725 and Parcel No. 2 of the lands described in Book 4172, Page 722, all in the Public Records of Mesa County, Colorado, lying North of the Northerly top of bank for the Colorado River and South of a line 50.00 feet North of and parallel with said Northerly top of bank.

TOGETHER WITH

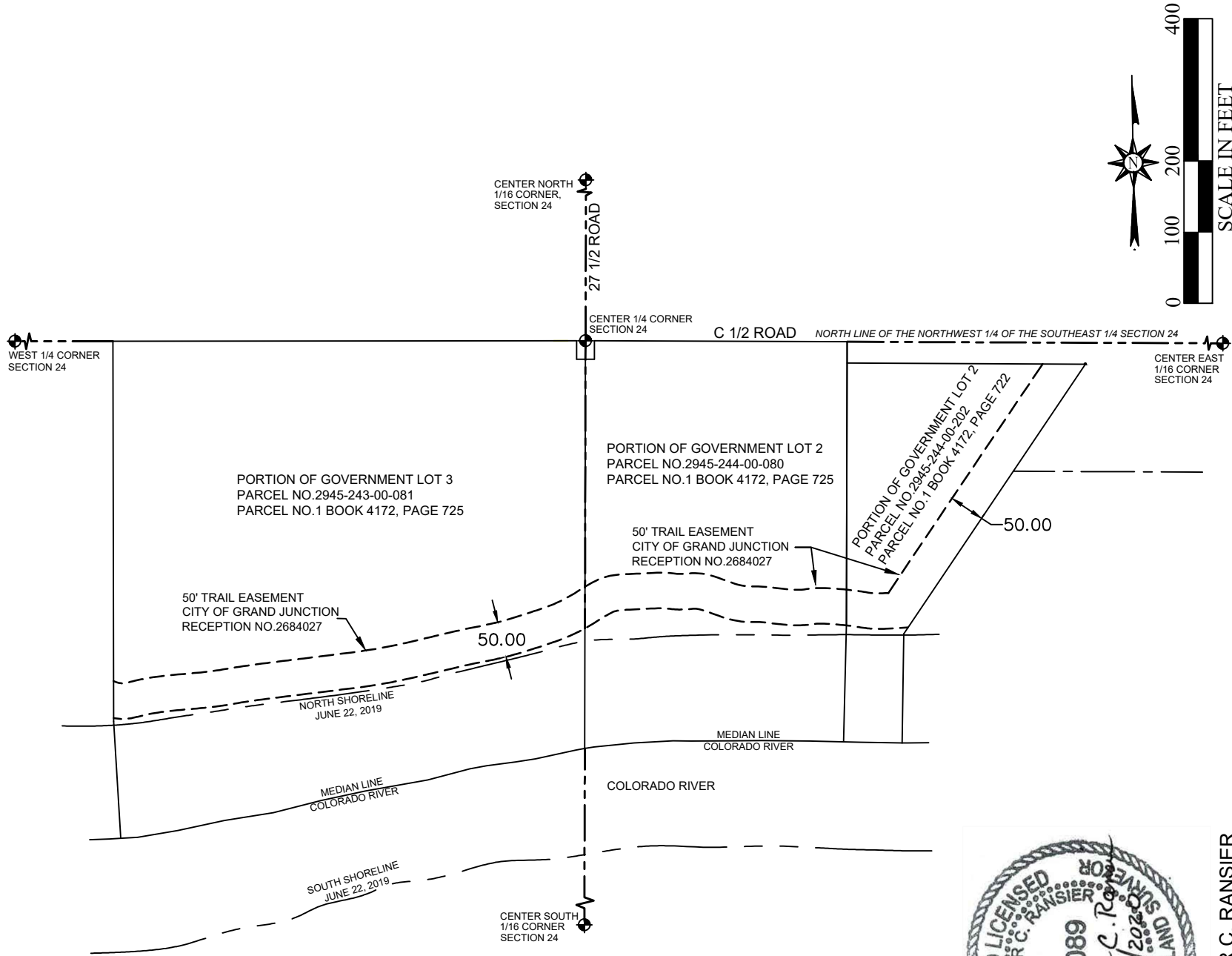
The East 50.00 feet of Parcel No. 2 of the lands described in Book 4172, Page 722, Public Records of Mesa County, Colorado, being parallel with and 50.00 feet West of, as measured perpendicular to, the East line of said Parcel No. 2, LESS HOWEVER, that 50.00 foot wide parcel of land lying North of the Northerly top of bank for the Colorado River and South of a line 50.00 feet North of and parallel with said Northerly top of bank.

Containing 1.7 Acres, more or less, as described herein and depicted on "EXHIBIT B"

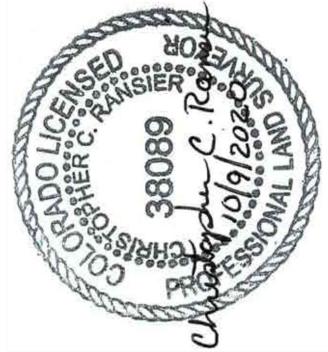


This legal description prepared by:
Christopher C. Ransier CO PLS 38089
717 Centauri Drive
Grand Junction, CO 81506

"EXHIBIT B"



SCALE IN FEET
1"=200'



CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506

*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4979

**AN ORDINANCE REFERRING A BALLOT PROPOSITION TO THE APRIL 6, 2021
REGULAR MUNICIPAL ELECTION REGARDING THE AMENDMENT OF
ORDINANCE NO. 4295**

RECITALS.

On September 17, 2008 the City Council adopted Ordinance 4295. That Ordinance zoned the property located at 347 and 348 27 ½ Road and 2757 C ½ Road ("Property") to Light Industrial (I-1) and Industrial/Office Park (I-O) with and subject to certain conditions, which were acceptable to the owner.

Those conditions included, but were not limited to, certain landscape buffering, fencing and trail dedications, all of which were intended to buffer development of the Property from the Las Colonias Park and to benefit the public by ensuring a continuation of the River trail through the Property to points to the East.

In accordance with the conditions of the Ordinance, the owner conveyed to the City a 50' trail through the Property along the Colorado River. Other of the conditions were not satisfied as those were incidental to development, which did not occur. The Property has remained undeveloped since Ordinance 4295 was adopted.

On August 7, 2019 the City Council adopted Ordinance 4864, which was instigated by the entity that owned the Property in 2008, amended the zoning to Light Commercial (C-1); however, the site development conditions imposed by Ordinance 4295 were not changed as those conditions benefitted the public and had been affirmed by the electorate in April 2013 as described below.

Within thirty days following the final adoption of Ordinance 4295 in 2008 a referendum petition suspended the Ordinance. The City Clerk found the petition to be sufficient and pursuant to the City Charter, the City Council was scheduled to reconsider the Ordinance on December 2, 2008. A citizen filed a protest to the petitions and a hearing was set before the City Clerk on January 9, 2009.

A hearing was held and on January 16, 2009 the City Clerk ruled that 18 signatures were invalid due to a notarial problem on the petition section that included those signatures. That finding reduced the number of valid signatures below the minimum required resulting in the petition becoming legally insufficient. Based on that finding Ordinance 4295 became effective.

The petition group filed a lawsuit challenging the City Clerk's findings. The District Court affirmed the City Clerk's findings.

The petition group appealed the District Court ruling to the Colorado Court of Appeals. The Court of Appeals overturned the District Court and the property owner petitioned the Colorado Supreme Court for review. The Supreme Court declined to hear the case and it was remanded to District Court.

The District Court affirmed the City Clerk's finding except as to the notarial issue and remanded the matter to the City.

On September 5, 2012 the City Council considered these matters and referred Ordinance 4295 to the April 2013 municipal election.

The Ordinance appeared on the April 3, 2013 ballot as Referred Measure A; Measure A passed with 8307 voting for the ordinance and 2937 voting against the Ordinance.

The Property is now owned by The Eddy at Grand Junction, LLC ("Applicant.") The Applicant has submitted to the City a development plan for the Property (City file SPN 2020-762) ("Development Plan" or "Plan".) The Plan proposes a multifamily apartment complex together with up-scale camping and a central building for the shared use of tenants and campers. In order to accomplish the Plan, the Applicant seeks authority to modify the conditions of Ordinance 4295 while correspondingly meeting the intent of Ordinance 4295 by providing trail connections across the property and to the east, west, and north, which are integral to the fulfillment of its Plan. Other specific conditions imposed by Ordinance 4295 are not addressed by the Plan.

On January 20, 2021 the City Council considered this Ordinance, the adoption of which will refer a ballot question to amend 2013 Referred Measure A to the regular municipal election on April 6, 2021.

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

The ballot question will provide for the amendment of 2013 Measure A which established certain conditions on the development of the property located at 347 and 348 27 ½ Road and 2757 C ½ Road. Certain conditions on the development will be established by adoption of a plan for the property that provides for a new trail easement with connections across the property and to the east, west, and north and for light commercial and residential uses on the property.

The following question shall be submitted to the registered electors at the regular municipal election on April 6, 2021.

SHALL 2013 REFERRED MEASURE A APPROVING ORDINANCE 4295 BE AMENDED IN THE CONTEXT OF THE CURRENT ZONING OF THE PROPERTY? ORDINANCE 4295 IS AN ESTABLISHED ORDINANCE OF THE CITY OF GRAND JUNCTION, COLORADO ESTABLISHING CERTAIN CONDITIONS ON THE DEVELOPMENT OF THE PROPERTY LOCATED AT 347 AND 348 27 ½ ROAD AND 2757 C ½ ROAD, WHICH CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE DEDICATION OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ADJACENT TO

THE COLORADO RIVER ALONG THE ENTIRE SOUTHERN PROPERTY BOUNDARY, DEDICATION OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ALONG THE EAST PROPERTY BOUNDARY AND INSTALLATION OF A LANDSCAPE BUFFER 25 FEET IN WIDTH AND A SCREEN WALL ALONG THE WEST, NORTH AND SOUTH PROPERTY BOUNDARIES BE AMENDED BY THE ADOPTION OF A DEVELOPMENT PLAN WHICH HONORS THE REQUIREMENT FOR A TRAIL EASEMENT PROVIDING FOR CONNECTIVITY FOR THE PLANNED TRAIL SYSTEM ALONG THE RIVERFRONT FOR THE PROPERTY LOCATED AT 347 AND 348 27 ½ ROAD AND 2757 C ½ ROAD, WHICH PLAN IS AND SHALL BE SUBJECT TO THE GRAND JUNCTION MUNICIPAL CODE AND IF THE CODE IS SATISFIED AND THIS QUESTION IS APPROVED THEN 2013 VOTER APPROVED MEASURE A SHALL BE AMENDED CONSISTENT WITH THE PLAN, ALL AS A VOTER APPROVED MEASURE UNDER ARTICLE XVI, PARAGRAPH 137 AND 142 OF THE CITY CHARTER?

_____ Yes – For the Ordinance

_____ No – Against the Ordinance

The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and, pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S. regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Introduced on first reading and ordered published this 6th day of January 2021.

Passed on second reading and ordered published this 20th day of January 2021.



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



ATTEST:



Wanda Winkelmann
City Clerk

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4979 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 6th day of January 2021 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 20th day of January 2021, at which Ordinance No. 4979 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of January 2021.



Deputy City Clerk

Published: January 08, 2021
Published: January 22, 2021
Effective: February 21, 2021



1 ORDINANCE 4979

2 AN ORDINANCE REFERRING A BALLOT PROPOSITION TO THE APRIL 6, 2021 REGULAR
3 MUNICIPAL ELECTION REGARDING THE AMENDMENT OF ORDINANCE 4295

4

5 RECITALS.

6 On September 17, 2008 the City Council adopted Ordinance 4295. That Ordinance zoned the property
7 located at 347 and 348 27 ½ Road and 2757 C ½ Road (“Property”) to Light Industrial (I-1) and
8 Industrial/Office Park (I-O) with and subject to certain conditions, which were acceptable to the owner.

9 Those conditions included, but were not limited to, certain landscape buffering, fencing and trail
10 dedications, all of which were intended to buffer development of the Property from the Las Colonias Park
11 and to benefit the public by ensuring a continuation of the River trail through the Property to points to the
12 East.

13 In accordance with the conditions of the Ordinance, the owner conveyed to the City a 50’ trail through the
14 Property along the Colorado River. Other of the conditions were not satisfied as those were incidental to
15 development, which did not occur. The Property has remained undeveloped since Ordinance 4295 was
16 adopted.

17 On August 7, 2019 the City Council adopted Ordinance 4864, which was instigated by the entity that
18 owned the Property in 2008, amended the zoning to Light Commercial (C-1); however, the site
19 development conditions imposed by Ordinance 4295 were not changed as those conditions benefitted the
20 public and had been affirmed by the electorate in April 2013 as described below.

21 Within thirty days following the final adoption of Ordinance 4295 in 2008 a referendum petition
22 suspended the Ordinance. The City Clerk found the petition to be sufficient and pursuant to the City
23 Charter, the City Council was scheduled to reconsider the Ordinance on December 2, 2008. A citizen
24 filed a protest to the petitions and a hearing was set before the City Clerk on January 9, 2009.

25 A hearing was held and on January 16, 2009 the City Clerk ruled that 18 signatures were invalid due to a
26 notarial problem on the petition section that included those signatures. That finding reduced the number
27 of valid signatures below the minimum required resulting in the petition becoming legally insufficient.
28 Based on that finding Ordinance 4295 became effective.

29 The petition group filed a lawsuit challenging the City Clerk’s findings. The District Court affirmed the
30 City Clerk’s findings.

31 The petition group appealed the District Court ruling to the Colorado Court of Appeals. The Court of
32 Appeals overturned the District Court and the property owner petitioned the Colorado Supreme Court for
33 review. The Supreme Court declined to hear the case and it was remanded to District Court.

34 The District Court affirmed the City Clerk’s finding except as to the notarial issue and remanded the
35 matter to the City.

36 On September 5, 2012 the City Council considered these matters and referred Ordinance 4295 to the
37 April 2013 municipal election.

38 The Ordinance appeared on the April 3, 2013 ballot as Referred Measure A; Measure A passed with 8307
39 voting for the ordinance and 2937 voting against the Ordinance.

40 The Property is now owned by The Eddy at Grand Junction, LLC (“Applicant.”) The Applicant has
41 submitted to the City a development plan for the Property (City file SPN 2020-762) (“Development Plan”
42 or “Plan”.) The Plan proposes a multifamily apartment complex together with up-scale camping and a
43 central building for the shared use of tenants and campers. In order to accomplish the Plan, the Applicant
44 seeks authority to modify the conditions of Ordinance 4295 while correspondingly meeting the intent of
45 Ordinance 4295 by providing trail connections across the property and to the east, west, and north, which
46 are integral to the fulfillment of its Plan. Other specific conditions imposed by Ordinance 4295 are not
47 addressed by the Plan.

48 On January 20, 2021 the City Council considered this Ordinance, the adoption of which will refer a ballot
49 question to amend 2013 Referred Measure A to the regular municipal election on April 6, 2021.

50 On February 3, 2021 the City Council considered clarifying adjustments to this Ordinance to reduce voter
51 confusion due to grammatical inconsistencies and multiple lines of questioning.

52 NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND
53 JUNCTION THAT:

54 The ballot question will provide for the amendment of 2013 Measure A which established certain
55 conditions on the development of the property located at 347 and 348 27 ½ Road and 2757 C ½ Road.
56 Certain conditions on the development will be established by adoption of a plan for the property that
57 provides for a new trail easement with connections across the property and to the east, west, and north and
58 for light commercial and residential uses on the property.

59 The following question shall be submitted to the registered electors at the regular municipal election on
60 April 6, 2021.

61 ~~SHALL 2013 REFERRED MEASURE A APPROVING ORDINANCE 4295, REFERRED TO VOTERS~~
62 ~~IN 2013 AS MEASURE A,~~ BE AMENDED IN THE CONTEXT OF THE CURRENT ZONING OF
63 ~~THE PROPERTY? BY MODIFYING CERTAIN ORDINANCE 4295 IS AN ESTABLISHED~~
64 ~~ORDINANCE OF THE CITY OF GRAND JUNCTION, COLORADO ESTABLISHING CERTAIN~~
65 ~~CONDITIONS ON THE DEVELOPMENT OF THE PROPERTY LOCATED AT 347 AND 348 27 ½~~
66 ~~ROAD AND 2757 C ½ ROAD, WHICH CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE~~
67 ~~DEDICATION OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ADJACENT TO THE~~
68 ~~COLORADO RIVER ALONG THE ENTIRE SOUTHERN PROPERTY BOUNDARY, DEDICATION~~
69 ~~OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ALONG THE EAST PROPERTY~~
70 ~~BOUNDARY AND INSTALLATION OF A LANDSCAPE BUFFER 25 FEET IN WIDTH AND A~~
71 ~~SCREEN WALL ALONG THE WEST, NORTH AND SOUTH PROPERTY BOUNDARIES ~~BE~~~~
72 ~~AMENDED BY THE ADOPTION WITH THE APPROVAL~~ OF A DEVELOPMENT PLAN WHICH
73 HONORS THE REQUIREMENT FOR A TRAIL EASEMENT PROVIDING FOR CONNECTIVITY
74 FOR THE PLANNED TRAIL SYSTEM ALONG THE RIVERFRONT FOR THE PROPERTY
75 LOCATED AT 347 AND 348 27 ½ ROAD AND 2757 C ½ ROAD, WHICH DEVELOPMENT PLAN
76 IS AND SHALL BE SUBJECT TO THE GRAND JUNCTION MUNICIPAL CODE AND IF THE
77 CODE IS SATISFIED AND THIS QUESTION IS APPROVED THEN 2013 VOTER APPROVED
78 MEASURE A SHALL BE AMENDED CONSISTENT WITH THE PLAN, ALL AS A VOTER
79 APPROVED MEASURE UNDER ARTICLE XVI, PARAGRAPH 137 AND 142 OF THE CITY
80 CHARTER?

81 _____ Yes - For the Ordinance

82 _____ No – Against the Ordinance

83

84 The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and,
85 pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S.
86 regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any election
87 contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the
88 form or content of the ballot title shall be commenced by petition filed with the proper court within five
89 days after the title of the ballot issue or ballot question is set.

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91 Adopted on first reading this ~~20th day of January~~ 3rd day of February 2021.

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93 _____

94 C.E. “Duke” Wortmann

95 President of the Council

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97 ATTEST:

98 _____

99 Wanda Winkelmann

100 City Clerk

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102 _____

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1 ORDINANCE 4979

2 AN ORDINANCE REFERRING A BALLOT PROPOSITION TO THE APRIL 6, 2021 REGULAR
3 MUNICIPAL ELECTION REGARDING THE AMENDMENT OF ORDINANCE 4295

4

5 RECITALS.

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7 located at 347 and 348 27 ½ Road and 2757 C ½ Road (“Property”) to Light Industrial (I-1) and
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9 Those conditions included, but were not limited to, certain landscape buffering, fencing and trail
10 dedications, all of which were intended to buffer development of the Property from the Las Colonias Park
11 and to benefit the public by ensuring a continuation of the River trail through the Property to points to the
12 East.

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14 Property along the Colorado River. Other of the conditions were not satisfied as those were incidental to
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16 adopted.

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18 owned the Property in 2008, amended the zoning to Light Commercial (C-1); however, the site
19 development conditions imposed by Ordinance 4295 were not changed as those conditions benefitted the
20 public and had been affirmed by the electorate in April 2013 as described below.

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22 suspended the Ordinance. The City Clerk found the petition to be sufficient and pursuant to the City
23 Charter, the City Council was scheduled to reconsider the Ordinance on December 2, 2008. A citizen
24 filed a protest to the petitions and a hearing was set before the City Clerk on January 9, 2009.

25 A hearing was held and on January 16, 2009 the City Clerk ruled that 18 signatures were invalid due to a
26 notarial problem on the petition section that included those signatures. That finding reduced the number
27 of valid signatures below the minimum required resulting in the petition becoming legally insufficient.
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30 City Clerk’s findings.

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32 Appeals overturned the District Court and the property owner petitioned the Colorado Supreme Court for
33 review. The Supreme Court declined to hear the case and it was remanded to District Court.

34 The District Court affirmed the City Clerk’s finding except as to the notarial issue and remanded the
35 matter to the City.

36 On September 5, 2012 the City Council considered these matters and referred Ordinance 4295 to the
37 April 2013 municipal election.

38 The Ordinance appeared on the April 3, 2013 ballot as Referred Measure A; Measure A passed with 8307
39 voting for the ordinance and 2937 voting against the Ordinance.

40 The Property is now owned by The Eddy at Grand Junction, LLC (“Applicant.”) The Applicant has
41 submitted to the City a development plan for the Property (City file SPN 2020-762) (“Development Plan”
42 or “Plan”.) The Plan proposes a multifamily apartment complex together with up-scale camping and a
43 central building for the shared use of tenants and campers. In order to accomplish the Plan, the Applicant
44 seeks authority to modify the conditions of Ordinance 4295 while correspondingly meeting the intent of
45 Ordinance 4295 by providing trail connections across the property and to the east, west, and north, which
46 are integral to the fulfillment of its Plan. Other specific conditions imposed by Ordinance 4295 are not
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48 On January 20, 2021 the City Council considered this Ordinance, the adoption of which will refer a ballot
49 question to amend 2013 Referred Measure A to the regular municipal election on April 6, 2021.

50 On February 3, 2021 the City Council considered clarifying adjustments to this Ordinance to reduce voter
51 confusion due to grammatical inconsistencies and multiple lines of questioning.

52 NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND
53 JUNCTION THAT:

54 The ballot question will provide for the amendment of 2013 Measure A which established certain
55 conditions on the development of the property located at 347 and 348 27 ½ Road and 2757 C ½ Road.
56 Certain conditions on the development will be established by adoption of a plan for the property that
57 provides for a new trail easement with connections across the property and to the east, west, and north and
58 for light commercial and residential uses on the property.

59 The following question shall be submitted to the registered electors at the regular municipal election on
60 April 6, 2021.

61 SHALL ORDINANCE 4295, REFERRED TO VOTERS IN 2013 AS MEASURE A, BE AMENDED IN
62 THE CONTEXT OF THE CURRENT ZONING OF THE PROPERTY BY MODIFYING CERTAIN
63 ESTABLISHED CONDITIONS ON THE DEVELOPMENT OF THE PROPERTY LOCATED AT 347
64 AND 348 27 ½ ROAD AND 2757 C ½ ROAD, WHICH CONDITIONS INCLUDE BUT ARE NOT
65 LIMITED TO THE DEDICATION OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH
66 ADJACENT TO THE COLORADO RIVER ALONG THE ENTIRE SOUTHERN PROPERTY
67 BOUNDARY, DEDICATION OF A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ALONG THE
68 EAST PROPERTY BOUNDARY AND INSTALLATION OF A LANDSCAPE BUFFER 25 FEET IN
69 WIDTH AND A SCREEN WALL ALONG THE WEST, NORTH AND SOUTH PROPERTY
70 BOUNDARIES WITH THE APPROVAL OF A DEVELOPMENT PLAN WHICH HONORS THE
71 REQUIREMENT FOR A TRAIL EASEMENT PROVIDING FOR CONNECTIVITY FOR THE
72 PLANNED TRAIL SYSTEM ALONG THE RIVERFRONT FOR THE PROPERTY LOCATED AT 347
73 AND 348 27 ½ ROAD AND 2757 C ½ ROAD, WHICH DEVELOPMENT PLAN IS AND SHALL BE
74 SUBJECT TO THE GRAND JUNCTION MUNICIPAL CODE AND IF THE CODE IS SATISFIED
75 AND THIS QUESTION IS APPROVED THEN 2013 VOTER APPROVED MEASURE A SHALL BE
76 AMENDED CONSISTENT WITH THE PLAN, ALL AS A VOTER APPROVED MEASURE UNDER
77 ARTICLE XVI, PARAGRAPH 137 AND 142 OF THE CITY CHARTER?

78 _____ Yes - For the Ordinance

79 _____ No – Against the Ordinance

80

81 The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and,
82 pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S.
83 regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any election
84 contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the
85 form or content of the ballot title shall be commenced by petition filed with the proper court within five
86 days after the title of the ballot issue or ballot question is set.

87

88 Adopted on first reading this 3rd day of February 2021.

89

90 _____

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

93

94 ATTEST:

95 _____

96 Wanda Winkelmann
97 City Clerk

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Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: February 3, 2021
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Ordinance Dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District

RECOMMENDATION:

Approval of an ordinance dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District.

EXECUTIVE SUMMARY:

It is the recommendation of the Boards of the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District that each District be dissolved.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction Rimrock Marketplace General Improvement District was formed and has been in existence since 2001. The Rimrock Marketplace Special Improvement District was formed and has been in existence since 2002.

The Districts were formed to facilitate the development of the Rimrock Center.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts; the method for organization thereof; and the process and powers of such districts. CRS 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing

body on the matter. CRS 31-25-625 requires that no district shall be dissolved until "t has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or until funds are on deposit and available therefor."

In the last two years, neither the City of Grand Junction Rimrock Marketplace General Improvement District nor the Rimrock Marketplace Special Improvement District has provided any services or facilities; has any outstanding obligations or documented revenue or expenditures on the most recently approved budgets; or performed any statutory or service responsibilities for well over a month and has no plans to do so in the future. On January 6, 2021, Finance Director Jodi Welch signed Affidavits confirming the financial activities of each Board. Such Affidavits are attached hereto.

The respective Boards of each District has determined that it is in the best interests of all concerned that each District be dissolved. On December 16, 2020, each Board passed and adopted Board resolutions supporting the dissolution of each District. Such resolutions are attached hereto.

FISCAL IMPACT:

All debts, obligations, and liabilities of the District have been satisfied.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4983, an ordinance dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District on final passage and order final publication in pamphlet form.

Attachments

1. Resolution Rimrock Marketplace GID
2. Affidavit -Rimrock Marketplace GID
3. Resolution Rimrock Marketplace SID
4. Affidavit - Rimrock Marketplace SID
5. ORD - Dissolution of Rimrock GID & SID - 011321

RESOLUTION NO. ____

A RESOLUTION SUPPORTING THE DISSOLUTION OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT.

Recitals:

The City of Grand Junction Rimrock Marketplace General Improvement District (the "District") has been in existence since August 1, 2001.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts, the method for organization thereof, and the processes and powers of such districts; CRS 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. CRS 31-25-625 requires that no district shall be dissolved until:

It has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or
until funds are on deposit and available therefor.

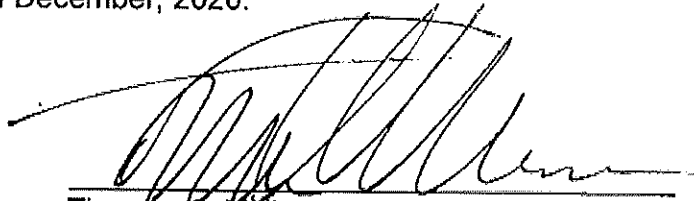
In the last two years, the District has not provided any services or facilities; has no outstanding obligations; has no documented revenue or expenditures on the 2020 Rimrock Marketplace budget, and has not performed any statutory or service responsibilities for more than thirty days prior to the date of this unanimous consent of the governing body and has no plans to do so in the future.

After due consideration, the Board of the District supports that it is in the best interests of all concerned that the District be dissolved.

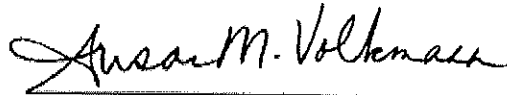
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT THAT:

- 1: The Board of the District strongly supports that the District be dissolved.
2. The District has not provided any services or facilities; has no outstanding obligations; and has not performed any statutory or service responsibilities for more than thirty days prior to this unanimous consent and has no plans to do so in the future.
4. The District has satisfied all of its debts, obligations and liabilities.
5. This Resolution shall be in full force and effect from and after its passage and adoption.

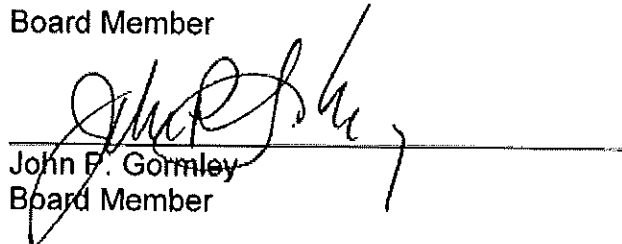
Passed and adopted this 16th day of December, 2020.



Thomas C. Volkmann
Board Member



Susan M. Volkmann
Board Member



John F. Gormley
Board Member

AFFIDAVIT OF JODI WELCH

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

I, Jodi Welch, being first duly sworn, depose and state:

1. That I am currently employed as the Finance Director of the City of Grand Junction.
2. As the Finance Director, I oversee all financial activities, including monitoring cash flow, accounts and financial transactions. I also oversee the budget, expenditures and financial accounts for the Rimrock Marketplace Special Improvement District.
3. I have prepared this Affidavit for the board of the Rimrock Marketplace Special Improvement District's consideration.
4. The Rimrock Marketplace Special Improvement District has satisfied all of its debts, obligations and liabilities. All funds are on deposit and available therefor.
5. By and with my signature I do state that the contents of this affidavit are true, accurate, complete and correct and based upon personal knowledge.



Jodi Welch
Finance Director
City of Grand Junction Colorado

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of January 2021, 2020 by Jodi Welch.


Notary Public

My Commission expires: July 31, 2021



RESOLUTION NO. _____

**A BOARD RESOLUTION SUPPORTING THE DISSOLUTION OF THE RIMROCK
MARKETPLACE SPECIAL IMPROVEMENT DISTRICT.**

Recitals:

The Rimrock Marketplace Special Improvement District (the "District") has been in existence since December 18, 2002.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts, the method for organization thereof, and the processes and powers of such districts: CRS 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. CRS 31-25-625 requires that no district shall be dissolved until:

It has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or
until funds are on deposit and available therefor.

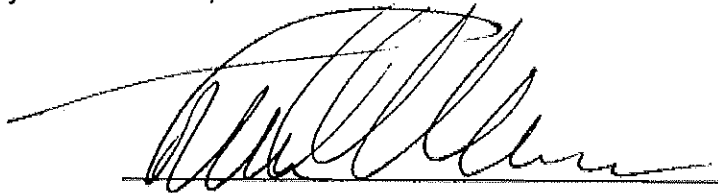
In the last two years, the District has not provided any services or facilities; has no outstanding obligations; has no documented revenue or expenditures on the 2020 Rimrock Marketplace budget, and has not performed any statutory or service responsibilities for more than thirty days prior to the date of this unanimous consent of the governing body and has no plans to do so in the future.

After due consideration, the Board of the District determines that it is in the best interests of all concerned that the District be dissolved.


**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE
RIMROCK MARKETPLACE SPECIAL IMPROVEMENT DISTRICT THAT:**

1. The Board of the District hereby agrees that the District be dissolved.
2. The District has not provided any services or facilities; has no outstanding obligations; and has not performed any statutory or service responsibilities for more than thirty days prior to this unanimous consent of the governing body and has no plans to do so in the future.
4. The District has satisfied all of its debts, obligations and liabilities.
5. This Resolution shall be in full force and effect from and after its passage and adoption.

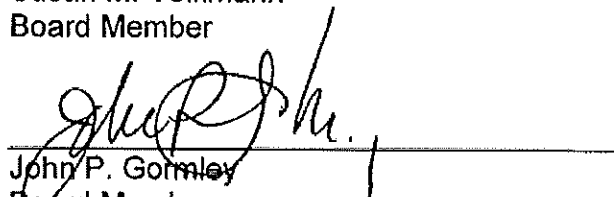
Passed and adopted this 16th day of December, 2020.



Thomas C. Volkmann
Board Member



Susan M. Volkmann
Board Member




John P. Gormley
Board Member

AFFIDAVIT OF JODI WELCH

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

I, Jodi Welch, being first duly sworn, depose and state:

1. That I am currently employed as the Finance Director of the City of Grand Junction.
2. As the Finance Director, I oversee all financial activities, including monitoring cash flow, accounts and financial transactions. I also oversee the budget, expenditures and financial accounts for the City of Grand Junction Rimrock Marketplace General Improvement District.
3. I have prepared this Affidavit for the board of the City of Grand Junction Rimrock Marketplace General Improvement District's consideration.
4. The City of Grand Junction Rimrock Marketplace General Improvement District has satisfied all of its debts, obligations and liabilities. All funds are on deposit and available therefor.
5. By and with my signature I do state that the contents of this affidavit are true, accurate, complete and correct and based upon personal knowledge.



 Jodi Welch
 Finance Director
 City of Grand Junction Colorado

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of January, ²⁰²¹~~2020~~ by
Jodi Welch. SS



 Notary Public

My Commission expires: July 31, 2021



ORDINANCE NO. _____

AN ORDINANCE DISSOLVING THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT AND THE RIMROCK MARKETPLACE SPECIAL IMPROVEMENT DISTRICT

RECITALS:

The City of Grand Junction Rimrock Marketplace General Improvement District was formed and has been in existence since August 1, 2001. The Rimrock Marketplace Special Improvement District was formed and has been in existence since December 18, 2002. The formation Ordinances approved by the City Council are 3478 and 3361 respectively and to the extent necessary for context are incorporated by this reference. The Districts were formed to facilitate the development of the Rimrock Center.

Colorado Revised Statutes (“C.R.S.”) Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts; the method for organization thereof; and the processes and powers of such districts: C.R.S. 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. C.R.S. 31-25-625 requires that no district shall be dissolved until “[i]t has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or until funds are on deposit and available therefor.”

In the last two years, neither the City of Grand Junction Rimrock Marketplace General Improvement District nor the Rimrock Marketplace Special Improvement District has provided any services or facilities; has any outstanding obligations or documented revenue or expenditures on the most recently approved budgets; or performed any statutory or service responsibilities and has no plans to do so in the future. On January 6, 2021, Finance Director Jodi Welch signed Affidavits confirming the financial activities of each Board. The Affidavits are attached hereto and incorporated by this reference.

The Boards of the Districts have determined that it is in the best interests of all concerned that each District be dissolved. On December 16, 2020, each Board passed and adopted Board resolutions supporting the dissolution of each District. The resolutions are attached hereto and incorporated by this reference.

Because the district representatives have determined that dissolution is proper, this ordinance is proffered to the City Council, as the governing body, for the dissolution of the districts. A certified copy of the ordinance shall be provided to the County Clerk and Recorder for the dissolution of the districts to be complete.

The City staff has reviewed the resolutions of the governing bodies of the districts and is aware of no reason that the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement Districts should not be dissolved.

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

The City of Grand Junction Rimrock Marketplace General Improvement District, as established in Ordinance 3478, has not adopted a budget with line items other than zero for two years; provided no services or facilities for two years; has no outstanding financial obligations; and has not performed any statutory or service responsibilities for thirty days since the notice of the meeting of the governing body and has no future planned activities to do so. As such, it is in the best interests of all concerned that the Rimrock Marketplace General Improvement District shall be dissolved.

The Rimrock Marketplace Special Improvement District, as established in ordinance 3361, has not adopted a budget with line items other than zero for two years; provided no services or facilities for two years; has no outstanding financial obligations; and has not performed any statutory or service responsibilities for thirty days since the notice of the meeting of the governing body and has no future planned activities to do so. As such, it is in the best interests of all concerned that the Rimrock Marketplace General Improvement District shall be dissolved.

Introduced on first reading this 20th day of January 2021.

Adopted on second reading this ____ day of February 2021 and ordered published in pamphlet form.

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

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.iii.

Meeting Date: February 3, 2021

Presented By: Greg Caton, City Manager

Department: City Manager's Office

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

An Emergency Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations

RECOMMENDATION:

Staff recommends approval of the emergency ordinance making supplemental appropriations to the 2021 Budget.

EXECUTIVE SUMMARY:

This item is being brought back to City Council for consideration because the public notice requirements for the original ordinance were not met for the hearing held on January 20, 2021. A standard ordinance would require re-advertisement; however, Charter Section 50 permits the adoption of an emergency ordinance on the date it is introduced.

The Mesa County Economic Development First Responders presented an update on COVID-19 response activity to City Council during the December 14, 2020 workshop. City Council provided direction to develop a program that could assist businesses in 2021. The Business Incubator presented a COVID-19 Response Grand Fund program to aid small businesses with fixed costs at the January 4, 2021 City Council workshop. The supplemental appropriation would provide \$500,000 from the General Fund reserve to create a new COVID-19 response grant fund for 2021 that will be administered by the Business Incubator Center (BIC) through the Revolving Loan Fund to aid small businesses, as well as \$25,000 for BIC administrative costs.

City Council also discussed the needs of area non-profits at its December 14, 2020 work session. Agency partners were asked to return at a future workshop with information on current needs of residents related to hunger/food assistance and input regarding a second round of funding to meet COVID-related needs. At the City Council workshop on January 4, 2021, the Western Colorado Community Foundation (WCCF) presented a plan for establishing a grant fund program to help alleviate hunger for Grand Junction residents. The supplemental appropriation would provide \$250,000 from the General Fund reserve to fund a program administered by the WCCF to distribute grants to agencies directly responsible for food and hunger relief, as well as \$2,000 to cover WCCF administrative costs.

At the January 4, 2021 workshop City Council also discussed establishing a fund to assist Non-Profit Organizations who are otherwise ineligible to participate in other COVID relief programs. The supplemental appropriation would provide \$250,000 toward a program, the details and administration of which are yet to be developed. On January 11, 2021 Councilmember Stout met with Jon Maraschin, Anne Wentzel, Tedi Gillespie, Diane Schwenke and City Manger Caton and City Attorney Shaver to discuss the parameters of the non-profit organization benefit program.

BACKGROUND OR DETAILED INFORMATION:

This ordinance is being brought forward for consideration as an emergency because the public notice requirements were not met for the hearing held on January 20, 2021 and therefore a re-advertisement would be required, delaying the important distribution these funds. Charter Section 50 permits the adoption of an emergency ordinance on the date it is introduced.

Small Business Aid

As part of the community's response to the COVID-19 pandemic, several local economic development entities have formed the Mesa County Economic Development First Responders. This group collectively works together to help facilitate the economic recovery of the community.

The current COVID-19 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 and, while Mesa County has the largely successful Five Star program, the majority of local businesses are operating below break-even capacity; many of these businesses are days away from closing. BIC learned from the last few initiatives that the grant amount of \$7,500 is adequate to cover 2-4 months of fixed costs (rent, mortgage, utilities, etc.) for most local businesses as they continue to work closely with their landlords and banks, so BIC believes that

this continues to be the correct grant amount that businesses need. BIC also learned that many local businesses used their PPP/EIDL funds to keep staff on their payroll and those funds were spent months ago, so netting these funds out of grant eligibility has put them further at risk.

The Business Incubator is requesting \$500,000 from the City of Grand Junction that will be used to create a new COVID-19 response grant fund for 2021 that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. This fund will be effectively split into two programs to continue to assist prior grantees and fund those businesses who have heretofore been ineligible to receive funds. Grants will be up to \$5,000 for prior recipients of forgivable loan/grant funds from the City of Grand Junction and up to \$7,500 for new applicants.

In order to administer this program, the Business Incubator Center requests a 5% (\$25,000) administrative fee; this is based on the estimated cost for BIC to run this program. The program will run for 45 days from time funding becomes available.

History of Small Business Assistance

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 November 4, City Council approved \$300,000 for the creation of a COVID-19 response grant fund that is administered through the Revolving Loan Fund. Grants will be up to \$7,500 based on certain criteria. As of December 10, a total of \$338,423 has been disbursed to 54 businesses for an average of \$6,267.09 per business. Applications from 15 businesses were not able to be funded as they had already received significant PPP/EIDL funds or opened in 2020, which made them unable to document a decrease in revenue from 2019. BIC has also disbursed \$414,493 in Energize Colorado Gap Fund grants (an average of \$15,000 per business) to 33 businesses in Mesa County. BIC is currently exploring the creation of a low-interest micro loan program out of its own funds to try and fill some of the gaps that existing programs were unable to accommodate.

Hunger and Food Assistance

In early Spring 2020, City Council approved \$500,000 for emergency grants for basic needs (food and housing assistance) for its citizens. WCCF administered a rapid response grants process to solicit proposals and distribute those funds in early April.

Approximately 65% of those funds were distributed for hunger relief. All funds were used to meet this emergency need at the onset of the COVID-19 pandemic.

Based on the WCCF's leadership work on hunger in Mesa County, their deep knowledge of the nonprofit community and close tracking of the COVID crisis and its community impact, WCCF is recommending that City Council consider authorizing funding up to \$250,000 for a second round of grants to help alleviate hunger for Grand Junction residents. These funds would be distributed in Q1 2021 to meet current needs that result from a 10-month long and continuing pandemic. WCCF proposes running a competitive application process on behalf of the City of Grand Junction upon approval and release of funding, similar to the successful process in administering the #GJStrong Fund Grants in April 2020. These new grants would be focused on hunger relief organizations and programs only. Eligible organizations need to have a Grand Junction address and serve Grand Junction residents.

Non-Profit Organization Assistance

Non-Profit Organizations were not eligible for the Business Stabilization and Recovery Fund or the Small Business Grant Program administered by BIC, as well as many of the Federal assistance programs. Therefore City Council wishes to develop a program where Non-Profit Organizations can receive assistance in their operations during a time when many have experienced an increase in the need for services and/or a decrease in revenues to fund operations.

FISCAL IMPACT:

This supplemental appropriation adds \$1,027,000 to the General Fund 2021 budget to fund additional aid to small businesses, fund additional grants to help alleviate hunger for Grand Junction residents, and to fund assistance to Non-Profit organizations. In 2020 the City responded immediately in the first quarter to make budget reductions in anticipation of reduced revenues due to economic impact from the Pandemic. As a result of frugal spending in-line or below the reduced expense budget, better than expected revenues, as well as the reimbursement of COVID related expenses through the CARES Act (administered by the State) the General Fund Reserve is expected to increase. The year has just ended and it will take 30 to 45 days to conduct all closing procedures and finalize financial information in preparation for the annual independent audit, but preliminarily staff is estimating between \$4 million and \$4.4 million to be added to the General Fund reserves. With the \$1.1 million budgeted and planned use of reserves in 2021 (for Fire Station #3), the ending fund balance for 2021 is now projected to be between \$33.2 million and \$33.6 million. This is well above the minimum reserve required of \$19.3 million (25% of operating), and therefore, there are sufficient funds in the General Fund Reserve for Council to authorize the appropriation to fund the above designated programs.

SUGGESTED MOTION:

I move to (adopt/deny) Emergency Ordinance No. 4981, an emergency ordinance to make Supplemental Appropriations to the 2021 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2021 and ending December 31, 2021 of \$1,027,000.00 to support the #GJSTRONG Fund in the City of Grand Junction, Colorado for emergency food supply and economic relief to businesses and nonprofit agencies in Grand Junction on final passage and order final publication in full.

Attachments

1. BIC City Grant Fund 2021 Proposal January 5 Update
2. WCCF Memo to City Council for #GJStrong Fund Grants 12.30.20
3. 2021 Supplemental Appropriation Community Relief EMERGENCY ORDINANCE



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January 5, 2021
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 Program Description for establishing a new 2021 \$500,000 COVID19 Grant Fund that will be used to assist businesses in the City of Grand Junction during this ongoing time of crisis. After the successful launch and ending of the Grand Junction Business Stabilization and Recovery loan fund and subsequent grant fund (detailed results attached) our community continues to have a significant need for business assistance.

As background for this request, the Business Incubator and ED Partners (Primarily the Business Incubator and Grand Junction Chamber of Commerce) are now actively using our organizations and teams to respond to the needs of our community during this time of crisis. While there have been several initiatives under the Cares Act, Energize Colorado Gap Fund and two prior City of Grand Junction initiatives, we continue to see our core businesses struggle to stay open as the pandemic continues; we have also clearly found segments of our business community that have been left out of prior initiatives and this program has measures to include these businesses. Now that we have a vaccine on the horizon, we are hopeful that another grant fund can enable our local businesses to remain open for another 90-120 days until we see the restrictions begin to recede and life return to a new normal.

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
Thank you for your leadership in this time of crisis.

Sincerely,

Jon Maraschin
Executive Director





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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 and, while we have the largely successful Five Star program, the majority of our local businesses are operating below break-even capacity; many of these businesses are days away from closing. We learned from our last few initiatives that the grant amount of \$7,500 is adequate to cover 2-4 months of fixed costs (rent, mortgage, utilities, etc.) for most local businesses as they continue to work closely with their landlords and banks, so we believe that this continues to be the correct grant amount that our businesses need. We also learned that many of our local businesses used their PPP/EIDL funds to keep staff on their payroll and those funds were spent months ago, so netting these funds out of grant eligibility has put them further at risk.

Based on what we have learned and the new field of play, I have outlined our new program description for your review.

Program Description:

The Business Incubator is requesting \$500,000 from the City of Grand Junction that will be used to create a new COVID19 response grant fund for 2021 that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. This fund will be effectively split into two programs to continue to assist prior grantees and fund those businesses who have heretofore been ineligible to receive funds.

Grants will be up to \$5,000 for prior recipients of forgivable loan/grant funds from the City of Grand Junction and up to \$7,500 for new applicants.

In order to administer this program, the Business Incubator requests a 5% (\$25,000) administrative fee; this is based on our estimated cost to run this program.

Program will run for 45 days from time funding becomes available.

To qualify for funding, businesses must meet the following criteria:

1. Applicant must attest that they have had a negative financial impact by being forced to close or significantly reduce operations due to the Covid19 Pandemic





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and that their revenues have decreased; businesses who have had an increase in revenues during the pandemic will not be eligible.

2. Businesses who have received prior funding from the City of Grand Junction Business Recovery and Stabilization forgivable loan and/or grant funds may apply, however are only eligible for funding up to \$5,000 under this program.
3. Businesses who have not received funding from the City of Grand Junction under the Business Recover and Stabilization forgivable loan/grant programs are eligible to receive up to \$7,500 in funding under this grant program; these businesses were largely ineligible under the prior programs due to launching/acquiring a business in 2020 and/or receipt of PPP/EIDL funds rendering them ineligible for additional grant funding.
4. Prior Cares Act Dollars that have been received by applicants will not be considered in their current application as those funds were largely spent months ago and are not relevant to the current financial situation.
5. Business must be physically located in the City Limits of Grand Junction.
6. Nonprofit businesses are ineligible for funding under this program.
7. Applicant applying for the funding must be a small business with less than 25 full-time employees.
8. Applicant must attest that they are in good standing with the City of Grand Junction and Colorado Secretary of State.
9. To be considered for approval, applicants will be required to the following:
 - a. Current financial statements and year-end 2019 if they were in business at that time
 - b. Documentation of costs showing need for funding
 - c. Current financial situation including operational income and outside sources of income
 - d. Projected business expenses for 90 days
 - e. Any significant changes to business model "pivots"
 - f. Basic business/survivability plan (template will be provided with application)
 - g. Other information as requested.
10. Applicants are strongly encouraged to work with the Grand Junction SBDC to have a higher likelihood of success.

Approved uses of loan funds:

1. Funds may be used to pay fixed and operational costs.





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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: None

Results from Prior Programs:

\$540,000 Grand Junction Business Stabilization and Recovery Fund:

- Ordinance was passed May 6, 2020 and funds became available June 8, 2020
- Based on underwriting criteria outlined in the ordinance, businesses could apply for up to \$7,500 in forgivable loans
- \$40,000 of funds were for coaching, technical assistance, and administration of this forgivable loan program; \$500,000 of funds were available for forgivable loans
- Program was ended 12/31/2020 with 38 loans made for a total of \$121,003
- \$378,997 of un-lent funds were returned to the City November 4th, 2020
- Average loan amount was \$3,184.29
- 35 loans have been fully forgiven; the remaining 3 loans total \$12,522.48 (face amounts are \$6,396.97, \$3,436.84 & \$2,688.67 respectively); these are all being processed for forgiveness and will be completed/forgiven before 12/31/20

Grand Junction Business Stabilization Grant fund:

- Resolution was passed November 4, 2020 creating a \$300,000 grant fund
- Based on criteria outlined in the resolution, businesses could apply for up to \$7,500 in grant funds for a documented decrease in revenue, net of receipt of prior PPP/EIDL or GJ Covid forgivable loan funds in accordance with Cares Act guidance and the resolution
- Program ended December 4, 2020 with 39 grants made for a total of \$217,420 and average of \$5,574.87
- Of the 39 businesses funded, 23 participated in the forgivable loan program and 16 were new applicants.





MEMORANDUM

TO: City Council Members, City of Grand Junction
Greg Caton, City Manager, City of Grand Junction

FROM: Anne Wenzel and Tedi Gillespie, Western Colorado Community Foundation

DATE: December 30, 2020

RE: Second Round of Funding for #GJStrong Fund Grants (for Food Assistance)

The City of Grand Junction has asked for information on current needs of residents related to hunger/food assistance and our input regarding a second round of funding to meet COVID-related needs. This memo focuses on hunger-related needs associated with the ongoing COVID-19 pandemic. City Council is talking separately with the affordable housing and homeless leaders regarding rental assistance and housing-related needs.

In early Spring 2020, City Council approved \$500,000 for emergency grants for basic needs (food and housing assistance) for its citizens. Our organization administered a rapid response grants process to solicit proposals and distribute those funds in early April. Approximately 65% of those funds were distributed for hunger relief. All funds were used to meet this emergency need at the onset of the COVID-19 pandemic.

Based on our Community Foundation's leadership work on hunger in Mesa County, our deep knowledge of the nonprofit community and close tracking of the COVID crisis and its community impact, ***WCCF is recommending that City Council consider authorizing funding up to \$250,000 for a second round of grants to help alleviate hunger for Grand Junction residents. These funds would be distributed in Q1 2021 to meet current needs that result from a 10-month long and continuing pandemic.***

In contrast to the emergency grant funding last Spring, funding is needed now in the winter months of 2021 for these reasons:

- A substantial increase in clients in need has continued for many months now. Meals on Wheels has provided 30% more meals in 2020 as compared to 2019. Community Food Bank saw triple their usual number of clients during several months this year. This increased

demand is expected to last into summer until the vaccine is available to everyone in the community, the COVID surge flattens and the economy can begin to recover.

- Nonprofit organizations have continued to manage new means of program delivery, including drive through services and home delivery, to ensure social distancing and other health mandates. Availability and reliability of volunteers continues to be an issue for many hunger relief organizations. These issues lead to additional operating costs than what the nonprofits budgeted.
- While gearing up to serve increased needs, nonprofits providing food assistance have not been able to do as much fundraising this year to cover costs.
- Rising prices due to food shortages, unevenness in the food supply chain, and high demand has increased food costs impacting the organizations' budgets (depending on the food item, increases are 6 to 40% higher than 2019).
- Even as a second federal stimulus is passed, people have gone into further debt with back-rent, back bills, and putting off non-essential purchases.
- Mesa County hunger relief organizations were well-positioned to collaborate and pivot operations as needed since they have worked together for several years through the Mesa County Hunger Alliance. Even though the Hunger Alliance has done an excellent job of working together to meet client needs, organizations expect to see high volumes of clients through the 1st quarter of 2021.

WCCF proposes running a competitive application process on behalf of the City of Grand Junction upon approval and release of funding, similar to the successful process in administering the #GJStrong Fund Grants in April 2020. These new grants would be focused on hunger relief organizations and programs only. Eligible organizations need to have a Grand Junction address and serve Grand Junction residents.

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS TO THE 2021 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021 OF \$1,027,000.00 TO SUPPORT THE #GJSTRONG FUND IN THE CITY OF GRAND JUNCTION, COLORADO FOR EMERGENCY FOOD SUPPLY AND ECONOMIC RELIEF TO BUSINESSES AND NONPROFIT AGENCIES IN GRAND JUNCTION

RECITALS:

For the past 12 months the City, the State and the Nation have endured the novel coronavirus of 2019 (COVID-19) pandemic. Over the course of those months the City, the State and the Nation have variously declared the existence of emergency conditions in response to the pandemic and have been coping with the circumstances wrought by the pandemic. Serious economic consequences resulted and persisted, all of which have occasioned layoffs, job loss, contractions of business opportunities, business closures and reduced economic activity, vitality and strength.

In response to the local emergency, and by and with this Ordinance, the City Council is authorizing assistance to persons and businesses that have been directly and indirectly impacted by COVID-19. An appropriation for and possible assistance to non-profit organizations is contemplated in this appropriation ordinance; however, the expenditure of funds for those purposes following appropriation is contingent on and subject to separate confirmation of and ratification by the City Council of a process for determining recipients and eligibility for funds.

The temporary assistance afforded by the passage of this ordinance includes a second allocation of funds to the #GJSTRONGFUND emergency fund ("Fund") in the City's budget for expenditure for the expenses directly and indirectly related to food support to those in need. That support will be distributed in collaboration with the Western Colorado Community Foundation ("WCCF"). Additionally, funds will be allocated to the use of the Business Incubator Center/Small Business Development Center ("BIC/SBDC") to assist eligible businesses.

The City Manager is authorized to expend the appropriation for these purposes in cooperation with the WCCF and the BIC/SBDC. The appropriated funds shall in all ways be expended in furtherance of the purposes of these purposes and in response to and because of the COVID-19 emergency.

Given the unprecedented economic impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that an appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

47 This ordinance appropriates a certain sum of money to defray the expenses and
48 liabilities of the Fund and to provide economic assistance all as specifically or generally
49 stated in this Ordinance together with an amendment of the 2021 budget. Supplemental
50 appropriations are required to ensure adequate appropriations by fund. If a new project
51 or spending is authorized by City Council a supplemental appropriation is required for
52 the legal authority to spend the funds. This Ordinance confirms that authority.

53

54 This emergency supplemental appropriation provides for the addition of \$1,027,000.00
55 to the General Fund 100 of the City budget for emergency, temporary assistance.

56

57 At its February 3, 2021 meeting the City Council considered the foregoing Recitals, the
58 purposes of this Ordinance and the importance of it to the Community and determined
59 that an appropriation in the sum of \$1,027,000.00 is necessary and proper given the
60 current emergency.

61

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

64

65 That the following sum of money be appropriated from unappropriated fund balance and
66 additional revenues to the Fund indicated for the year ending December 31, 2021, to be
67 expended from such funds as follows:

68

Fund Name	Fund #	Appropriation
General Fund	100	\$1,027,000.00

71

72

73 City Council hereby declares that a special emergency exists and that this ordinance is
74 necessary to ensure the preservation of the peace and the public health, safety and
75 welfare by effectuating the Council's publicly articulated purposes as stated herein and
76 in the Declaration of Emergency.

77

78 In declaring a special emergency, and by and with the adoption of this ordinance, the
79 City Council is conscientiously stewarding the public's funds by infusing funds to
80 temporarily support people's needs resulting because of significant economic disruption,
81 hardship or consequences of the declared COVID-19 emergency.

82

83 This Ordinance, immediately on its final passage, shall be recorded in the City book of
84 ordinances kept for that purpose, authenticated by the signatures of the Mayor and the
85 City Clerk. The full text of the Ordinance, in accordance with the Charter of the City of
86 Grand Junction, is to be published in full within three days.

87

88 This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take
89 effect immediately upon passage and with the unanimous approval of City Council.

90

91 This Ordinance is necessary to protect the public health, safety and welfare of the
92 residents of the City. If any provision of this Ordinance is found to be unconstitutional or

93 illegal, such finding shall only invalidate that part or portion found to violate the law. All
94 other provisions shall be deemed severed or severable and shall continue in full force
95 and effect.

96

97

98

99 _____
99 C.E. "Duke" Wortmann

100 President of the Council

101

102

103 ATTEST:

104

105

106 _____
106 Wanda Winkelmann

107 City Clerk

108

109

110

DRAFT



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: February 3, 2021

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Resolution Amending the 2019 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program to Include Round 3 CDBG-CV Funds Received via the CARES Act and Allocate the Funds to Additional Activities

RECOMMENDATION:

City Council reviewed and discussed requests for CDBG-CV3 funds at a work session on January 4, 2021.

EXECUTIVE SUMMARY:

City Council will consider an amendment to the 2019 Action Plan to include \$357,800 CDBG-CV Round 3 funds and consider to which activities and programs the funds will be allocated as new projects within the 2019 Plan related to COVID-19 response and recovery efforts.

BACKGROUND OR DETAILED INFORMATION:

Background

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 U.S. Department of Housing and Urban Development (HUD) notified the City of Grand Junction on September 11, 2020 of its special allocation of CDBG funds to be used to address impacts of COVID-19. The funds, in the amount of \$357,800, known as CDBG-CV3 may be expended immediately upon amendment to the City of Grand Junction's 2019 Annual Action Plan (AAP) that was adopted in June 2019. Funds may

be allocated to typical CDBG-eligible activities, provided they are in response to COVID-19 impacts in the areas of buildings and improvements, economic development, public services and planning and technical assistance.

In addition, HUD has provided the following guidance for the allocation and expenditure of CDBG-CV funds.

- The typical 15% cap on services expenditure has been suspended by HUD
- Intended to be gap funding – must not supplant other funds received and ensure no duplication of benefits
- Must amend 2019 CDBG AAP and apply for funds – HUD will expedite contract
- CDBG-CV can be used to reimburse expenditures made prior to execution of contract
- Must be expended by September 2023

CDBG 2019 Annual Action Plan Amendment

The 2019 CDBG Annual Action Plan (2019 AAP) allocated the City of Grand Junction's 2019 CDBG funds in the amount of \$461,255 to 17 activities that presently are either completed or underway. In April 2020, the City received notice from the Department of Housing and Urban Development (HUD) that it was awarded supplemental CDBG funds in the amount of \$275,976 through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). The City amended its 2019 AAP in June 2020 in order to incorporate the CDBG-CV funds in the 2019 AAP overall budget and allocate the CDBG-CV funds to additional activities within the 2019 Program Year. In September 2020, the City received notice from the HUD that a third round of CDBG-CV funds had been awarded in the amount of \$357,800. Consequently, this request is to again amend the 2019 AAP overall budget and allocate the Round 3 funds to additional activities within the 2019 Program Year.

On January 4, 2021 City Council met in a workshop to discuss the funding requests and recommended funding for the following activities.

- Quarantine Resources - \$72,000 to Karis, Inc.
- On-Site Presence/Security at Quarantine Locations - \$75,794 to Karis, Inc.
- Case Management - \$17,448 to HomewardBound of the Grand Valley
- Rental Assistance/Relief - \$142,558 to Grand Valley Catholic Outreach
- Foreclosure Prevention/Relief - \$50,000 to Housing Resources of Western Colorado

FISCAL IMPACT:

The City will receive \$357,800 in CDBG-CV funds via the CARES Act to be allocated to new activities within an amended 2019 CDBG Action Plan.

The 2021 budget will be amended in order to authorize spending and is included in the Supplemental Appropriation Ordinance on this agenda for first reading.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 14-21, a resolution amending the 2019 Program Year Action Plan as a part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program pertaining to \$357,800 in Round 3 CDBG-CV funds to be allocated to the proposed funding requests listed in the staff report.

Attachments

1. 2019 Action Plan Resolution

RESOLUTION NO. __

A RESOLUTION AMENDING THE 2019 PROGRAM YEAR ACTION PLAN AS A PART OF THE GRAND JUNCTION FIVE-YEAR CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PERTAINING TO ROUND 3 CDBG-CV FUNDS

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development (HUD) in 1996;

WHEREAS, this designation entitles Grand Junction to receive a special allocation of CDBG funds via the CARES Act to address community impacts of COVID-19 known as CDBG-CV;

WHEREAS, to be eligible for CDBG-CV funding, the City of Grand Junction must submit an amendment to its 2019 Program Year Action Plan to be adopted as part of the City's Five-Year Consolidated Plan to include funding in the amount of \$357,800 and allocated to various activities which will address community impacts of COVID-19;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;

WHEREAS, the purpose of the CDBG-CV funds are to address these same needs but in specific relevance to the Community's response and recovery from COVID-19 impacts; and

WHEREAS, the planning process in developing the amendment to the 2019 Program Year Action Plan was consistent with the amended Citizen Participation Plan per HUD guidance issued in March and April 2020, including public notice and a public hearing.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO that the Amended CDBG 2019 Program Year Annual Action Plan, as a part of the Five-Year Consolidated Plan and amendments to the CDBG Citizen Participation Plan are hereby adopted.

Adopted this ____ day of _____, 2021.

ATTEST:

City Clerk

President of City Council