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**CITY COUNCIL AGENDA  
WEDNESDAY, FEBRUARY 16, 2022  
250 NORTH 5<sup>TH</sup> STREET – CITY HALL AUDITORIUM  
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)  
BROADCAST ON CABLE CHANNEL 191  
5:30 PM – REGULAR MEETING**

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

**Proclamations**

Proclaiming February 27, 2022 as National TRiO Day in the City of Grand Junction

**Appointments**

To the Horizon Drive Association Business Improvement District

**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 four options for providing Citizen Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, February 16, 2022 or 4) submitting comments [online](#) until noon on Wednesday, February 16, 2022 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Council Reports**

**CONSENT AGENDA**

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

*removed for individual consideration.*

**1. Approval of Minutes**

- a. Summary of the January 31, 2022 Workshop
- b. Minutes of the February 2, 2022 Regular Meeting

**2. Continue Public Hearings**

- a. Legislative
  - i. An Ordinance Making Supplemental Appropriations for the Ridges Irrigation Pumphouse Equipment and Continuing the Public Hearing to March 2, 2022
  - ii. An Ordinance Making Supplemental Appropriations for the Lincoln Park Multi-Purpose Building with Colorado Mesa University and Continuing the Public Hearing to March 2, 2022

**3. Contracts**

- a. Contractor Approval for the Private Ash Tree Treatment Program
- b. Lease Agreement for Farming Rights for Saccomanno Park Property
- c. Lincoln Park Stadium Renovation Contract to Convert Stadium Lighting to LED
- d. Spring Cleanup - Clifton Pickup - Intergovernmental Agreement Between the City of Grand Junction and Mesa County
- e. Contract to Purchase Grand Junction CRI
- f. Flowline Replacement – Pipe & Supply/Materials Purchase

**4. Resolutions**

- a. A Resolution Accepting AIP Grant No. 3-08-0027-074-2022 Concessions Rent Relief Airport Rescue Grant Agreement in the Amount of \$214,188 for Concession Relief Under the American Rescue Plan Act (ARPA) Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the City Manager and City Attorney to Sign



- b. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for Dos Rios Riverfront Revitalization

## 5. Other Action Items

- a. Accept a Request by Frog Pond, LLC for the Dedication of 1.06 Acres of Land in the Proposed Frog Pond Subdivision

## REGULAR AGENDA

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

## 6. Public Hearings

- a. Legislative
  - i. An Ordinance Amending Title 21 of the Grand Junction Municipal Code to Modify Residential Density Regulations in the B-1 (Neighborhood Business), C-1 (Light Commercial), M-U (Mixed Use), and BP (Business Park Mixed Use) Zoning Districts
  - ii. An Ordinance Making Supplemental Appropriations
- b. Quasi-judicial
  - i. An Ordinance Rezoning 2.4 Acres from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac), Located at 639 Pioneer Road
  - ii. A Resolution Accepting the Petition for the Annexation of 9.84 Acres of Land and Ordinances Annexing and Zoning the Brown Property Annexation to R-4 (Residential - 4 du/ac), Located at 2537 G 3/8 Road
  - iii. An Ordinance Rezoning Lot 7, Block 5, Cimarron Mesa Subdivision - 16.70 Acres Total from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located South of Hwy 50 and West of B 1/2 Road

## 7. 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.*

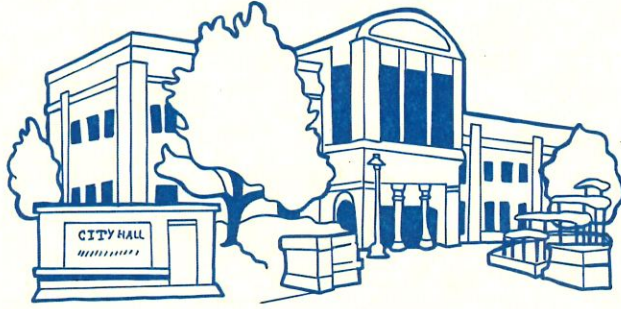
## 8. Other Business

**9. Executive Session - City Hall Administration Conference Room**

- a. EXECUTIVE SESSION UNDER C.R.S. 24-6-402(4)(b) OF THE COLORADO OPEN MEETINGS LAW TO CONFER WITH AND RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING THE CITY'S POSITION AND STRATEGY(IES) RELATIVE TO THE POSSIBLE FILING OF A CONDEMNATION ACTION AGAINST USHER NV LLC REGARDING VARIOUS PROPERTY INTERESTS LOCATED TO THE EAST OF 24 ROAD AND SOUTH OF G ROAD ALL OF WHICH INTERESTS ARE REQUIRED FOR THE 24 ROAD IMPROVEMENT PROJECT
- b. Motion for Executive Session

**10. Conclusion of Executive Session and Adjournment of February 16, 2022 City Council Meeting - City Hall Administration Conference Room**

- a. City Council will return to Open Session to conclude the Executive Session; the City Council will not be returning to Open Session in the City Council chambers. Adjournment of the February 16, 2022 City Council meeting will occur in the City Hall Administration Conference Room.



*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** TRIO, a collection of federally funded programs designated to prepare low-income and first-generation students (students from families whose parents do not have a four-year college degree) for college success, was founded in 1964; and

**Whereas,** TRIO refers to the first three programs of this nature that fell under the Higher Education Amendments of 1968, Upward Bound, Talent Search, and a program now known as Student Support Services; and

**Whereas,** the TRIO programs, with the help of students, staff, and community members, has grown to eight programs that help students seek higher education; and

**Whereas,** the TRIO programs provide opportunities and access to services to assist students of all academic journeys by adding a second TRIO grant to better serve the STEM student population of Colorado Mesa University. Both programs, TRIO STEM and TRIO Regular, provide resources pertinent to academic success; and

**Whereas,** the TRIO Student Support Services Programs at Colorado Mesa University served more than 195 students in the 2020-2021 school year with 86% returning to continue their education; and

**Whereas,** National TRIO Day is a day to celebrate its positive impact on local communities and the nation, to reflect on the importance of education, and a time to act to protect further access to higher education.

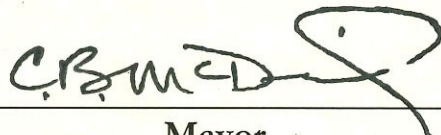
**NOW, THEREFORE,** I, C.B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim February 27, 2022 as

## *“National TRIO Day”*

in the City of Grand Junction and urge all the citizens of the City to turn their attention to and increase awareness of the needs of disadvantaged young people and adults aspiring to improve their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 16<sup>th</sup> day of February 2022.



  
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Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** February 16, 2022  
**Presented By:** Laura Bauer, Interim City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Horizon Drive Association Business Improvement District

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

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

**BACKGROUND OR DETAILED INFORMATION:**

Cameron Reece, Jay Moss, and Jim Cagle have terms expiring April 30, 2022.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (reappoint/not reappoint) the interview committee's recommendation to the Horizon Drive Association Business Improvement District.

**Attachments**

None



## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

January 31, 2022

**Meeting Convened:** 5:30 p.m. Meeting held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

**City Councilmembers present:** Councilmembers Phil Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, Abe Herman, Anna Stout, and Mayor Chuck McDaniel.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Senior Assistant to the City Manager Greg LeBlanc, Finance Director Jodi Welch, Interim City Clerk Laura Bauer, and Deputy City Clerk Selestina Sandoval.

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### Agenda Topic 1. Discussion Topics

#### **a. Public Market Feasibility Study**

Councilmember Taggart introduced presenter Dr. Kathryn Bedell. Dr. Bedell is a local rancher seeking funding for a feasibility study to determine the interest of the community and area ranchers and farmers for a public market. The public market would provide a market for local farmers and ranchers and local food for consumers. The preferred location is the plaza at Las Colonias for the marketplace and an industrial spot nearby for food storage. The federal government has grant funding for these projects; however, the timeline for submittal is tight. Dr. Bedell sees her role as a facilitator of the entire project, starting with the feasibility study and curating bulk producers and local business owners. She anticipates her time commitment to be 10-20 hours per week, over a 6-8-week period at a rate of \$50 per hour.

Council had questions about the history of funding feasibility studies for private enterprise, obtaining funding assistance from other agencies, supporting county producers versus city producers, site selection and whether this would be a project for LCDC. After some discussion Council felt this would likely be a two-phase process. Phase I would be the feasibility study and Phase II would be a site analysis. Council directed City Manager Caton to connect with the City's grant writers and seek funding partners.

## **b. Audit Committee**

The discussion was broken down into steps.

Step 1. Should there be an audit committee? Council felt there would be value in an audit committee to provide transparency, accountability, and more information to Council.

Step 2. What would be the functions of the committee? Council agreed that the committee would not conduct a separate audit but serve as a point of contact to discuss matters and facilitate the audit. The committee would review the RFP for audit services, supervise the audit, oversee the audit process, and serve as a point of contact for the auditor.

Step 3. How many members should serve on the committee? Council discussed the possibility of having someone from academia serve on the committee, having the Mayor and Mayor Pro Tem serve as ex-officio members, and if other Councilmembers should serve. It was decided that this was a good function for the Mayor and Mayor Pro Tem as ex-officio members.

Step 4. Charter Document. The City Attorney's Office will provide a draft Charter for review.

## **c. Internal Controls Audit**

Council felt that an internal controls audit could assure Council that there are appropriate internal controls in place, and they are being followed. Upon completion of the regular audit, Council doesn't receive any feedback relative to internal controls. There were questions about whether this had to be a separate audit, how often it should occur, and the cost. In response to Council questions, Finance Director Jodi Welch stated that there has never been an internal controls audit. She reached out to an auditing firm who conducts these types of audits and cost would be based on the development of an RFP and scope of service. Council was supportive of moving forward with drafting an RFP for an internal controls audit.

## **d. Quarterly Financial Reports**

Since May, Council has received two quarterly reports. Council expressed concerns about the format, the amount of detail in the reports, and some potentially conflicting information among the different reports. A Councilmember asked about the water fund, the sewer fund and the sales tax money allocated to capital projects. In response to Council questions, Finance Director Jodi Welch stated that finance can run numerous reports. Some Councilmembers felt that it was not their function to review all revenues and expenditures, but to review the overall finances of the City.

**Agenda Topic 2. City Council Communication**

Councilwoman Stout reported on the 360 Review Process for the City Manager and City Attorney. There was 100% response rate from both Council and Leadership. The City Manager and City Attorney reviews will be in upcoming executive sessions.

Councilman Taggart would like to see a portion of the TABOR overrides rebated to the citizens.

Councilwoman Stout volunteered to serve on the interview committee for the Parks and Recreation Advisory Board. There are four members with expiring terms.

**Agenda Topic 3. Next Workshop Topics**

City Manager Caton stated that the next City Council workshop will be held on February 14, 2022, to discuss cannabis regulations.

**Agenda Topic 4. Other Business**

Councilmember Reitz was appointed to replace Councilmember Stout to the ARPA Committee. The first meeting is Tuesday, February 1, 2022, at 1:30 pm either virtually or at the stadium. The committee will do preliminary work such as setting up a Charter.

**Adjournment**

There being no further business, the workshop adjourned at 7:50 p.m.

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

**February 2, 2022**

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

The City Council of the City of Grand Junction convened into regular session on the 2<sup>nd</sup> day of February 2022 at 5:30 p.m. Those present were Councilmembers Abe Herman, Phillip Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Council President Chuck McDaniel.

Also present were City Manager Greg Caton, City Attorney John Shaver, Interim City Clerk Laura Bauer and Deputy City Clerk Janet Harrell.

Council President McDaniel called the meeting to order. Homeschool student Jase Donalson led the Pledge of Allegiance which was followed by a moment of silence.

**Presentations**

**Champion of the Arts**

Commission on Arts & Culture Chair Sarah Dishong honored Gary Ambrosier as the 26<sup>th</sup> recipient of the Champion of the Arts Award and presented him with a painting by Charles Morris.

**Appointments**

**To the Planning Commission/Zoning Board of Appeals**

Councilmember Herman moved to appoint Melanie Duyvejonck to the Planning Commission for a term ending October 2024 and Kim Herek to the 1<sup>st</sup> Alternate position on the Zoning Board of Appeals/Planning Commission for a term ending October 2025 and Jimmie Phillips to the Zoning Board of Appeals/Planning Commission 2<sup>nd</sup> Alternate position for a term ending October 2025. Councilmember Pe'a seconded the motion. Motion carried by unanimous voice vote.

**Citizen Comments**

Bruce Lohmiller spoke about recent shootings, the importance of recognizing and reporting warning signs of violent behavior, and COVID-19 vaccinations.

Randy Spydell asked Council to consider using a ranked choice voting method to fill Council vacancies. He referred Council to Section 37 of the City Charter.



Ed Kowalski expressed concern regarding traffic safety and thanked Mayor McDaniel for taking time to talk to him.

Richard Swingle thanked Council for their service and talked about the Fire Station 5 ambulance studies.

### **City Manager Report**

City Manager Greg Caton clarified some timeline points regarding the proposed ambulance for Fire Station 5 and noted evaluations and findings will be completed this spring.

### **Council Reports**

Councilmember Reitz thanked Commission on Arts & Culture Chair Sarah Dishong for her professionalism and efficiency and introduced Marlene Godsey as the Commission's new City staff liaison. He then noted the Commission's annual grant funds were increased for 2022, 21 applications were received and art displays around the City have been, or will be, updated soon.

Councilmember Simpson attended the Grand Valley Regional Transportation Committee meeting.

Councilmember Stout attended the Business Incubator Center (BIC) meeting and noted the BIC will have a Leading Edge course beginning soon. She also attended the Riverview Technology Corporation meeting and explained some of the upcoming challenges posed by the Department of Energy moving from their building. The Associated Governments of Northwest Colorado, Colorado Municipal League and the Grand Junction Area Chamber of Commerce have committees, all of which Councilmember Stout attends, watching state legislation that may impact local governments.

Councilmember Pe'a spoke on behalf of the Parks & Recreation Advisory Board and said they are in favor of the Redlands 360 items that are on this agenda.

Councilmember Herman attended the Urban Trails Committee, Grand Junction Economic Partnership, Homeless Coalition, and the American Rescue Plan Act (ARPA) Committee meetings. He then explained the purpose of the ARPA Committee.

Councilmember Taggart attended the Grand Junction Regional Airport Authority meeting.

Council President McDaniel attended the Grand Junction Housing Authority meeting and announced a virtual community meeting, "Coffee with Abe and Chuck" to be held on February 4<sup>th</sup>.

**CONSENT AGENDA**

Councilmember Simpson requested Consent Agenda item 4.a. be moved to the Regular Agenda.

Councilmember Pe'a moved to adopt the Consent Agenda items #1 - #5 excluding item 4.a. Councilmember Herman seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Minutes of the January 19, 2022 Regular Meeting

**2. Set Public Hearings**

- a. Legislative

- i. Introduction of an Ordinance to Amend Title 21 of the Grand Junction Municipal Code to Modify Residential Density Regulations for Development Projects in the B-1 (Neighborhood Business), C-1 (Light Commercial), M-U (Mixed Use), and BP (Business Park Mixed Use) Zoning Districts and Setting a Public Hearing for February 16, 2022

- b. Quasi-judicial

- i. Introduction of an Ordinance to Rezone 2.4 Acres from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac), Located at 639 Pioneer Road and Setting a Public Hearing for February 16, 2022
- ii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Trinklein Annexation of 0.88 Acres, Located at 2067 Ferree Drive, and Setting a Public Hearing for March 16, 2022
- iii. Introduction of an Ordinance Zoning Approximately 9.84 Acres from County RSF-R (Residential Single Family Rural) to R-4 (Residential 4 du/ac) for the Brown Property Annexation, Located at 2537 G 3/8 Road, and Setting a Public Hearing for February 16, 2022
- iv. Introduction of an Ordinance to Rezone Lot 7, Block 5, Cimarron Mesa Subdivision - 16.70 Acres Total from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located South of Hwy 50 and West of B ½ Road and Setting a Public Hearing for February 16, 2022

### 3. Contracts

- a. Contract for the 28 ¼ Road and Hawthorne Road Construction Project
- b. Contract to Purchase Grand Junction CRI (MOVED TO FEBRUARY 16, 2022)
- c. 2021 Community Development Block Grant (CDBG) Subrecipient Agreement between Karis, Inc. and the City of Grand Junction
- d. Purchase Crosswalk Flashing Beacons

### 4. Resolutions

- a. A Resolution Amending Resolution No. 45-18 Concerning the Voter Approved Increase in the Lodgers Tax (Lodgers Tax Increase) and Defining and Describing Proper Expenditures Thereof – **Moved to Regular Agenda**
- b. A Resolution Approving the Vacation of 5 Feet of a 50 Foot Public Irrigation Easement, Located at 791 Jordanna Road

### 5. Other Action Items

- a. Adopt Cultural Strategic Plan 2022-2027

## **REGULAR AGENDA**

### **A Resolution Amending Resolution No. 45-18 Concerning the Voter Approved Increase in the Lodgers Tax (Lodgers Tax Increase) and Defining and Describing Proper Expenditures Thereof – Moved from Consent Agenda**

By law the City Council must determine that the revenue derived from the Lodgers Tax Increase is collected, retained and spent solely for the purpose(s) of promoting and marketing travel, tourism and tourism related activities, as provided in Measure 2A. With this Resolution the City Council is exercising its authority to define and describe the proper purposes of the annual allocation(s) to the Grand Junction Regional Air Service Alliance (GJRASA).

Discussion included that the purpose of this item is to allow these tax funds to be used for new and restoration of (suspended/terminated) airline services, that the City's scope does not go beyond authorizing and defining expenditures within the context of the ballot question, the City could compel the GJRASA to disclose final agreements (public disclosure could be a detriment to negotiations due to the competitive nature of the industry), the Memo of Understanding will be reviewed and include discussion that if there is a non-disclosure agreement the City Manager, Attorney and Finance Director would be allowed to review the agreement.

Councilmember Taggart moved to adopt Resolution No. 16-22, a resolution amending Resolution No. 45-18 concerning the voter approved increase in the Lodgers Tax (Lodgers Tax Increase) and defining and describing proper expenditures thereof. The motion was seconded. Motion carried by voice vote with Councilmember Simpson voting no.

### **Introduction of an Ordinance Making Supplemental Appropriations and Setting a Public Hearing for February 16, 2022**

This supplemental appropriation will provide necessary spending authority for the procurement of a new Fire Department ladder truck, replacement of equipment in the Ridges Irrigation system, additional funding for the lighting project at the Lincoln Park Stadium, the contract to construct the multi-purpose building at the Lincoln Park Stadium in partnership with Colorado Mesa University, and additional funding to expand the recently approved employee childcare facility.

Finance Director Jodi Welch and City Manager Greg Caton presented this item.

Discussion included the distinction of Council as a policy board versus staff functions, from which fund (loan or rate/undetermined) the Ridges item will be paid and that it will be paid back through user fees.

Councilmember Herman moved to introduce an ordinance making supplemental appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 and set a public hearing for February 16, 2022. Councilmember Pe'a seconded the motion. Motion carried by unanimous voice vote.

### **Request for 2022 Fireworks Displays at Suplezio Field**

Fireworks displays were requested on behalf of Colorado Mesa University (CMU), Junior College World Series, Grand Junction Rockies and the City of Grand Junction for a total of five shows. All requested shows would be in conjunction with baseball games for the following dates: May 6<sup>th</sup> – CMU participation night, May 31<sup>st</sup> (Memorial Day) – JUCO's salute to veterans, June 10<sup>th</sup> – Grand Junction Rockies, July 4<sup>th</sup> (Independence Day) – City of Grand Junction/Grand Junction Rockies, and August 5<sup>th</sup> – Grand Junction Rockies (if either Rockies show is cancelled due to weather, a show would be rescheduled to August 19<sup>th</sup>).

Previously 10 shows were approved each year but there was significant negative feedback from the surrounding neighborhood. In response to neighborhood and Council concerns, staff proposed reducing the number of shows to five. All partners who participate in the fireworks shows agreed to this downsized schedule.

Parks & Recreation Director Ken Sherbenou and Grand Junction Rockies President Mick Ritter presented this item.

Discussion included thanking staff and the Grand Junction Rockies for taking neighborhood concerns into account and establishing a set time for the July 4<sup>th</sup> show, CMU will play as many games at Lincoln Park as construction will allow, installation of the LED lights is projected to be late summer/early fall, set start times for fireworks shows will be considered when the LED lights are installed, the July 4<sup>th</sup> show is scheduled to start at 9:45 p.m., and the history of Council direction regarding fireworks shows.

Councilmember Stout moved to approve the request for five public fireworks displays at Lincoln Park Stadium as presented by Colorado Mesa University, Grand Junction Baseball (JUCO), Grand Junction Rockies, and the City of Grand Junction. Councilmember Herman seconded the motion. Motion carried by unanimous voice vote.

### **Items Related to the Redlands 360 Development Zoning & Metropolitan District**

#### **An Ordinance for a Planned Development (PD) Outline Development Plan (ODP) for the Redlands 360 Development Proposed on a Total of 600 Acres South of the Redlands Parkway and Highway 340 Intersection Over a 25-Year Timeframe**

Grand Junction Land Company, LLC (GJLC) and Redlands Three Sixty, LLC (360), in conjunction with La Plata Communities, LLC (applicant) proposed the Redlands 360 Planned Development (Development) project to be constructed on 600 acres of land generally located south of the Redlands Parkway and the Highway 340 intersection, east of South Camp Road, west of Highway 340, and north of the Ridges/Redlands Mesa development.

The applicant requested approval of a Planned Development (PD) Outline Development Plan (ODP) for the proposed Development and, if approved, will zone a portion of the property that was recently annexed to the City, rezone a portion of the property from R-4 to PD, amend the Comprehensive Plan to relocate a small portion of Commercial land use within the site, and establish an overall PD ODP for the entire property. It is anticipated the development will occur over a 25-year timeframe.

#### **Intergovernmental Agreement with the Redlands 360 Metropolitan Districts Nos. 1 through 9 ("Districts") for Construction and Maintenance of Improvements Associated with the Redlands 360 Development South of the Redlands Parkway and State Highway 340 Intersection and the Canyon Rim 360 Subdivision Located at the East End of Canyon Rim Drive**

In June 2020, City Council conditionally approved the Redlands 360 Metropolitan Districts Nos. 1 through 9 Service Plan. The conditions for approval were 1) City review and approval of a Development Plan for the property defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the Districts. The first condition will be met upon favorable consideration of the Planned Development (PD) Outline Development Plan (ODP) (agenda item 8.a.i.) for the Redlands 360 Development. The City's consideration and approval of this item will satisfy condition 2.

The purpose of the IGA is to set forth the obligations of and benefits to the parties in relation to maintenance activities associated with Public Improvements located within and adjacent to the Service Area.

**Consider a Request by La Plata Communities, LLC to Accept the Dedication of 6.48 Acres of Land in the Canyon Rim 360 Subdivision to the Redlands 360 Metropolitan Districts Nos. 1 through 9 as Dedicated for General Public Use**

La Plata Communities, LLC (applicant) proposed the City accept the dedication of 6.48 acres of open space to the Redlands 360 Metropolitan Districts Nos. 1 through 9 for general public access and use. The 6.48 acres is comprised of three tracts within the subdivision that provide trail access; connections to the proposed open space, parks, and trail system that will be within the Redlands 360 Project. The proposed open space will serve an area where, based on the recent Parks, Recreation and Open Space (PROS) Master Plan, there is a lack of public neighborhood open space and parks.

Principal Planner Kristen Ashbeck presented the Redlands 360 items.

Council took a break at 7:18 p.m.

The meeting resumed at 7:31 p.m.

La Plata Communities, LLC President and Chief Financial Officer Douglas Quimby, Director of Planning Cody Humphrey and Kaart Planning, Planning Manager Ted Ciavonne provided a presentation on the Redlands 360 Master Plan Community Project.

Discussion included that it will be sad for this popular recreation area to be developed yet exciting to see this development, the development's open spaces will be maintained by the Metro Districts, some restrooms will be included in the open spaces, construction of the trail systems will coincide with the development of the adjacent lands, discussions with the BLM (Bureau of Land Management) for permissions/permits regarding the south entrance are in process, per state statute the open spaces will be available to the public in perpetuity, the historic trails will remain "soft" but be improved for greater stability, residents will only be offered conservation landscaping options (xeriscape, no irrigation to homes, lawn restrictions, solar allowed), the 25-year timeframe is based on community factors, the development's PD range is far below the City Code's allowed "maximum" density, the previously approved Canyon Rim open space will be integrated into the ODP and within the Metro Districts, and Metro District No. 1 and 9 have been formed but cannot function until the Service Plan conditions have been met and approved by the City through an IGA (agenda item 8.a.ii.).

The public hearing opened at 8:44 p.m.

There were no public comments.

The public hearing closed at 8:44 p.m.

Councilmember Taggart moved to adopt Ordinance No. 5051, an ordinance zoning the Redlands 360 Annexation, amending the Comprehensive Plan, rezoning a portion of the proposed of the Redlands 360 Development and establishing Planned Development (PD) Outline Development Plan (ODP) for the entire Redlands 360 Development generally located south of the Redlands Parkway and Highway 340 intersection over a 25-year timeframe including approval of the request to accept the dedication of a minimum of 185 acres of land in the Redlands 360 Development, in compliance with Section 21.06.020(a)(1) of the Zoning and Development Code on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Councilmember Stout moved to adopt Resolution No. 19-22, a resolution entering into an agreement with the Redlands 360 Metropolitan Districts Nos. 1 through 9 regarding construction and ongoing maintenance of improvements associated with the Redlands 360 and Canyon Rim Developments. Councilmember Herman seconded the motion. Motion carried by unanimous roll call vote.

Councilmember Reitz moved to approve the request to accept the dedication of land in the Canyon Rim 360 Subdivision, Tracts B, D and E totaling 6.48 acres, in satisfaction of Section 21.06.020(a)(1) of the Zoning and Development Code. Councilmember Stout seconded the motion. Motion carried by unanimous roll call vote.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

Councilmember Herman said the ARPA Committee requested direction from Council regarding a suggested timeframe in which to submit a report. After discussion Council recommended a six-month timeframe.

**Adjournment**

The meeting adjourned at 8:55 p.m.

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Laura Bauer, MMC  
Interim City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #2.a.i.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Jodi Welch, Finance Director  
**Department:** Finance  
**Submitted By:** Jodi Welch, Finance Director

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**Information**

**SUBJECT:**

An Ordinance Making Supplemental Appropriations for the Ridges Irrigation Pumphouse Equipment and Continuing the Public Hearing to March 2, 2022

**RECOMMENDATION:**

Staff recommends continuing the public hearing for the supplemental appropriation ordinance for the Ridges Irrigation pumphouse equipment to March 2, 2022.

**EXECUTIVE SUMMARY:**

This action continues the second reading and the public hearing for supplemental appropriations for Ridges Irrigation pumphouse equipment to March 2, 2022, when the associated contract for the project will also be considered.

**BACKGROUND OR DETAILED INFORMATION:**

In the 2022 Adopted Budget, the replacement of a motor control center in the Ridges irrigation system was funded for \$175,000 through an interfund loan between the Water and Irrigation Funds. This project recently went to bid and the low bid came in at \$215,649, so an additional \$40,649 is needed to move forward with the project. There are a few options regarding the source of the additional funding that will be provided with the agenda documentation on March 2, 2022.

Regardless of the source of funds, the required supplemental appropriation is \$40,649 in the Ridges Irrigation Fund (Fund 309), and the revised Supplemental Appropriation Ordinance for this project is attached.

**FISCAL IMPACT:**



The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

**SUGGESTED MOTION:**

I move to continue an ordinance making Supplemental Appropriations and Amending the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 for the Ridges irrigation pumphouse equipment and continue the public hearing to March 2, 2022.

**Attachments**

1. February 16 2022 Supplemental Appropriation Ordinance Irrigation Fund

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2022 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2022 to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
Ridges Irrigation Fund	309	\$ 40,649

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** February 16, 2022  
**Presented By:** Jodi Welch, Finance Director  
**Department:** Finance  
**Submitted By:** Jodi Welch, Finance Director

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### **Information**

#### **SUBJECT:**

An Ordinance Making Supplemental Appropriations for the Lincoln Park Multi-Purpose Building with Colorado Mesa University and Continuing the Public Hearing to March 2, 2022

#### **RECOMMENDATION:**

Staff recommends continuing the public hearing for the supplemental appropriation ordinance for the Lincoln Park multi-purpose building with Colorado Mesa University to March 2, 2022.

#### **EXECUTIVE SUMMARY:**

This action continues the second reading and the public hearing for supplemental appropriations for the Lincoln Park multi-purpose building with Colorado Mesa University to March 2, 2022, when the associated contract for the project will also be considered.

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

In 2021, City Council approved amendments to the 2021 budget for the Stadium project which included a multi-purpose building predominantly funded by Colorado Mesa University (CMU). The building will include lockers for the CMU football team, public restrooms, and multi-purpose rooms. Originally, the cost of the building was estimated at \$2.8 million with CMU funding \$2.3 million and the City funding \$500,000. Earlier this month, Shaw Construction, as the Construction Manager-General Contractor on the project, provided a Guaranteed Maximum Price (GMP) of \$3,146,172. CMU has agreed to fund \$2,646,172 and the City funding will remain at \$500,000. In order to have the funds necessary to execute the amendment to the construction contract with Shaw Construction (on this agenda), a supplemental appropriation is required to re-

appropriate the 2021 budget and add the additional cost that CMU will be funding.

The required supplemental appropriation is \$500,000 in the General Fund (Fund 100) from the reserves for the City's portion (transfer to Sales Tax Capital Fund), and \$3,146,172 in the Sales Tax Capital Fund for the project, of which \$2,646,172 will be reimbursed by CMU. Because the General Fund \$500,000 transfer was already appropriated in the 2021 amended budget, this action does not decrease the projected 12/31/2022 General Fund Reserves.

**FISCAL IMPACT:**

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

**SUGGESTED MOTION:**

I move to continue an ordinance making Supplemental Appropriations and Amending the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 for the Lincoln Park multi-purpose building with Colorado Mesa University and continue the public hearing to March 2, 2022.

**Attachments**

1. February 16 2022 Supplemental Appropriation Ordinance Lincoln Park Multi-Purpose Building

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2022 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2022 to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
General Fund	100	\$ 500,000
Sales Tax CIP Fund	201	\$ 3,146,172

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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



**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

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**Information**

**SUBJECT:**

Contractor Approval for the Private Ash Tree Treatment Program

**RECOMMENDATION:**

Staff recommends approval of the contract with T4 Tree Service.

**EXECUTIVE SUMMARY:**

Per direction from City Council, the Parks and Recreation Department has developed a program to support and encourage the treatment of private ash trees in the City to support the overall health of the urban tree canopy. Drought combined with intensifying pressure from the Ash Bark Beetle and the Lilac Ash Borer is devastating the tree canopy. Public trees are being protected by the Forestry department under Parks and Recreation and the City Council directed the creation of a program to help private Ash Trees. This program will provide a 50 / 50 cost-share for property owners, capped at \$400 per resident. These funds will encourage private property owners to have a qualified vendor treat their private ash trees, providing insect control for up to 3 years. Qualified trees must be on residentially zoned lots, be in fair condition or better, and have a trunk diameter of 8 inches or larger. This program also offers a \$100 per tree rebate program for residents to replace up to 3 trees found to be too small or of too poor of condition, purchased from local nurseries. Depending on the utilization rate of the program, staff projects the City's share for treatments to range from \$40,000 to \$60,000. The City received one bid from T4 Tree Service. As there was only one proposal, approval is needed by City Council.

**BACKGROUND OR DETAILED INFORMATION:**

In an effort to provide support to residential private property owners within Grand Junction, the City has developed a private ash tree treatment and replacement cost-

share program. The City completed a request for proposals process to select a private tree service company to provide services to residents to protect private ash trees under attack from insects. This program will provide a 50 / 50 cost-share for property owners, capped at \$400 per resident. These funds will encourage private property owners to have a qualified vendor treat their private ash trees, providing insect control for up to 3 years. Qualified trees must be on residentially zoned lots, be in fair condition or better, and have a trunk diameter of 8 inches or larger. This program also offers a \$100 per tree rebate program for residents to replace up to 3 trees found to be too small or of too poor of condition, purchased from local nurseries. Depending on the utilization rate of the program, staff projects the City's share for treatments to range from \$40,000 to \$60,000.

The majority of Grand Junction's tree canopy cover is found on residential private property (61%), and the benefits provided have a positive impact on the entire Grand Valley. Grand Junction's urban tree canopy covers over 4,000 acres of land, providing millions of dollars in annual savings through stormwater runoff reduction, air quality improvement, and carbon sequestration. With ash trees making up an estimated 20% of the population, the expanding negative impact of ash pests is putting millions of dollars of public benefits at risk. With the exceptional drought facing Mesa County, pressure from the Lilac Ash Borer and the Ash Bark Beetle, and the looming threat from the likely arrival of the Emerald Ash Borer (EAB), taking action now is imperative.

A formal Request for Proposals (RFP) was issued via BidNet (an online solicitation site for government agencies), posted on the City's website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractor's Association, and advertised in the Daily Sentinel. BidNet sent the bid notice to 120 vendors and 11 of them downloaded the document. Only one vendor responded; T4 Tree Service. As there was only one proposal, approval is needed by City Council. The limited response to this project was not surprising due to the fact that there are very few vendors in the valley with the experience, expertise, and administrative support to execute the contract as written. T4 is proposing a bid of \$11 per diameter-inch to treat private trees (which is \$6 dollars / inch less than what is commonly quoted in the Valley for this service). The City is hoping to have this contract finalized soon, and begin education / marketing work to kick off the program as part of the Southwest Arborfest celebration.

**FISCAL IMPACT:**

The cost of this project is included in the 2022 budget.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to execute a purchase order with T4 Tree Service to support the treatment of private ash trees up to \$60,000.

**Attachments**

1. Response T4 Tree Service RFP-4969-22-SH





**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4969-21-SH Private Ash Tree Assistance Services**

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

**Standard cost per inch diameter:** \$ 11

(Keep in mind the actual rate charged to homeowners will be negotiated and a firm contract fee established.)

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 10 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

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

T4 Tree Service  
Company Name – (Typed or Printed)

Jeddy Hildebrandt  
Authorized Agent Signature

2393 F 1/2 Rd  
Address of Offeror

Grand Junction CO 81505  
City, State, and Zip Code

Jeddy Hildebrandt  
Authorized Agent – (Typed or Printed)

970-640-4026  
Phone Number

Teddy@T4tree.com  
E-mail Address of Agent

1/17/22  
Date

## Private Ash Tree Assistance Services Information for T4 Tree Service

My name is Teddy Hildebrandt , owner of T4 Tree Services. 2393 F ½ Rd. Grand Junction CO 81505. 970-640-4026. [Teddy@T4Tree.com](mailto:Teddy@T4Tree.com).

Our company is licensed (#14068) by the Colorado Department of Agriculture to apply integrated pest management treatments on trees in this state. We are applying for this program because we are committed to saving the healthy Ash trees in the Grand Valley and acknowledge the tremendous amount of value they add to our landscape.

### Experience

1. Similar projects
  - a. Colorado Mesa University - spray over over 80 Ash trees to protect against lilac ash borers and ash bark beetle.
  - b. City of Fruita - spray over 90 Ash trees on all right of ways and parks to protect against lilac ash borers and ash bark beetle
2. We have been treating Ash trees here since 2010 and are very familiar with all the problems they have. I also treated thousands of Ash and Elm trees in the front range from 2004-2008 while working for Shady Tree Service.
3. At the end of 2021, we just started trunk injecting Ash trees. Before that we sprayed and applied systemic pesticides on them for the past 12 years. We do have plenty of experience injecting trees with the same system used for EB on Ash trees. We have been trunk injecting Sycamore trees with a fungicide to control anthracnose since 2017.

### Personnel/Qualifications

1. Teddy Hildebrandt - Qualified Supervisor (#8113) with CDA. 970-640-4026. I started doing trunk injections on Elm trees in Denver from 2004-2008 for dutch elm disease. Currently I have been supervising trunk injections to Sycamore trees in Grand Junction from 2017-present.
2. Seth Stowell - Certified Operator (#39487) with CDA. 970-712-2216. Seth will be the **project manager** for these treatments and is our PHC supervisor. He has been doing trunk injections on Sycamores since 2020. Seth was also the one who started trunk injections on Ash trees last summer 2021.
3. Jacob Youngblood - 209-743-6057. He will be working with Seth and assisting him when injecting Ash Trees. He is studying to become a Certified Operator at the moment.
4. Robert Rizzuto - Certified Operator (#30780) and Certified Arborist. 970-424-4964. He has been applying all of our chemicals and fertilizers since 2014. He is our tree crew supervisor but will assist Seth if needed.
5. Melissa Malott - T4 Office Supervisor. 970-778-0318. She will be in charge of all scheduling, routing and billing for this project.

### Strategy and Implementation

1. To start, we have 2 office personnel to promptly answer, schedule and follow up with all customers. Once a customer calls, we will set up a meeting to look at their trees and go over the plan with them to treat if needed. The customer will receive an electronic copy

of the proposal and will need to accept it before we can start work. The office will contact them at least 24 hours before we come out. Then our assigned chemical technician will go out, inject the trees and then leave a warning flag on property and a detailed work order with the customer. After the customer is satisfied with the work, the office will then send them an invoice.

2. The chemical we will be injecting into the Ash trees will be Emamectin Benzoate.
3. The injection equipment we will be using is made by Rainbow Tree Care Science called Q-Connect Infuser.
4. We do understand the scope of work that needs to be completed and will adhere to all the requirements in order to be effective in treating these Ash trees.
5. T4 Tree Service has over 20 employees to service our trees here in the Grand Valley. Specifically, we have 5 chemical trucks and 5 full time employees that work in the plant health care department. We are very efficient when routing the jobs to be completed. We are always aware of each time sensitive application and will make sure it gets done when it's supposed to.
6. We strive to answer all calls as they come in, but if we can't our company policy is to return all phone calls the same day and respond to all emails within 24 hours. Once a customer has confirmed the work, we will be able to treat their trees in about 1-2 weeks or less.

#### References

1. Doug McDonald with Colorado Mesa University 1100 North Ave. Grand Junction CO 970-250-0002. [dcmacdon@coloradomesa.edu](mailto:dcmacdon@coloradomesa.edu)  
The past 3 years we have been treating over 80 Ash trees on campus for the lilac ash borer
2. Art Shires with the City of Fruita 324 N. Coulson Fruita CO 970-462-5406. [ashires@fruita.org](mailto:ashires@fruita.org)  
The past 2 years we have been treating all 95 Ash trees on city right of ways and parks for lilac ash borer.
3. Steve Hillard - 887 25 Rd (Grand Junction, CO) 81506 512-213-8888. [shillard@counciltree.com](mailto:shillard@counciltree.com)  
For the past 5 year we have been treating Steve's trees to keep the lilac ash borers, ash bark beetles and aphids out of his Ash trees.

#### Fee Proposal

1. We will charge **\$11 per diameter inch** to inject Ash trees





**COLORADO**  
 Department of Agriculture  
 Division of Plant Industry

305 Interlocken Parkway, Broomfield, CO 80021  
 Tel: (303) 869-9066 Email: commercialapplicator@state.co.us

**COMMERCIAL APPLICATOR ENDORSEMENT**

License Number: 14068  
 Date Issued: 12/16/2021

Effective Date: 01/01/2022  
 Good Through: 12/31/2022

Mailing Address:

T 4 TREE SERVICES, LLC  
 2393 F 1/2 ROAD  
 GRAND JUNCTION, CO 81505

Home/Records Address:

2393 F 1/2 ROAD  
 GRAND JUNCTION, CO 81505

Doing-Business-As Name(s) (DBA)

T 4 TREE SERVICES, LLC

Contact: TEDDY D. HILDEBRANDT  
 Insurance Expires: 03/12/2022

Phone: (970) 640-4026  
 Aerial: N

**This endorsement is valid for the following categories ONLY:**

Agricultural:	106
Ornamental:	207
Structural:	

**Qualified Supervisors**

<u>Lic. #</u>	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Lic. Expires</u>
08113	HILDEBRANDT	TEDDY	D	01/11/2022

License Categories: 106 207

**Certified Operators**

<u>Lic. #</u>	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Lic. Expires</u>
30780	RIZZUTO	ROBERT		03/07/2022
39487	STOWELL	SETH	H	06/10/2025

License Categories: 207



**Grand Junction City Council**

**Regular Session**

**Item #3.b.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

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**Information**

**SUBJECT:**

Lease Agreement for Farming Rights for Saccomanno Park Property

**RECOMMENDATION:**

Approve a lease agreement for farming on the Saccomanno Park property between the City of Grand Junction and Jay Pollock.

**EXECUTIVE SUMMARY:**

The City offers several properties for lease by private operators for activities such as farming, cell towers, food service, etc. The Saccomanno Park property is currently being utilized for farming purposes. The original lease agreement was with Art Fisher, who has since retired. This new lease is with a new tenant, Jay Pollock. The lease is proposed for 2022 through 2024, with the option of two additional 1-year lease renewal extensions.

**BACKGROUND OR DETAILED INFORMATION:**

Sacomanno Park is considered an undeveloped park totaling approximately 31 acres, located at 26 1/2 Road and H Road. The property has been leased for farming purposes since 2002. There are no changes to this lease from the previous lease, with the exception of the new tenant, Jay Pollock, as well as aligning the lease with the calendar year, ending December 31, 2024.

**FISCAL IMPACT:**

The annual rent revenue is \$1,000, which is included in the General Fund.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) a lease agreement for farming on the Saccomanno Park property between the City of Grand Junction and Jay Pollock until December 31, 2024.

**Attachments**

1. Lease - 2022-2024 - Farming Rights for Saccomanno Farm - PR - 2 8 22
2. Saccomanno Farm Map

## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Jay Pollock, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 1041 24 Road, Grand Junction, Colorado 81501 and whose email address is [pollock@fisherliquorbarn.com](mailto:pollock@fisherliquorbarn.com).

### RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26½ Road and H Road and hereinafter referred to as "the Property". The City acquired the property for park purposes and intends to develop the Property as a community park; however, timing for development and use of the Property as a community park is uncertain. Until the Property is developed as a community park, the City believes it is in the best interest of the community that the Property continue to be maintained as a productive farm subject to the terms and rights and conditions of this Lease Agreement, that the water rights and ditch rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease the farming rights associated with the Property in accordance with the desires and express intent of the City. Lessee has represented to the City that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use the water and water rights and ditches and ditch rights to their full and maximum extent, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property, including water and water rights and ditches and ditch rights, all in accordance with the terms and conditions of this Agreement.

2. Term.

2.1 The term of this Lease shall commence on February 17, 2022, and continue through December 31, 2024, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event Lessor determines, at Lessor's sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to lease the Property for two (2) additional one (1) year terms commencing on January 1,

2025, and expiring on December 31, 2026 (“third term”) as more fully set forth in paragraph 12 below.

The City may, in its sole discretion, allow Lessee to continue to occupy a designated portion of the Property for a reasonable period of time for the sole purpose of storing crops which have been harvested from the Property pending the sale and/or delivery of said crops to market.

2.2. City’s right to terminate during the term. This Lease may be terminated by the City prior to the end of the term if funding becomes available for development of park facilities on the Property. Therefore the parties intend and understand that no action or investment shall be undertaken by the Lessee in any subsequent calendar year of the Lease term, or any renewal term, that would create an expectation of use for farming activities or harvest without first notifying the City and obtaining the City’s express written acknowledgment.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,000.00 per year, which shall be due and payable, without demand by the City, on or before February 29, 2022. In the event payment of rent is not received by the City on or before March 15, 2022, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before April 15, 2022, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement. Lessee shall pay any and all taxes, including but not limited to real estate and/or possessory interest taxes that arise out of or under this lease.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself:

- (a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;
- (b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose;
- (c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee’s use and quiet enjoyment of the Property for the purposes set forth in this Agreement; and
- (d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages, as a result of any condemnation;
- (e) the right to lease a portion of the Property, the location and area of which will be determined by and in the sole discretion of the City, to a third party for a telecommunications tower and associated ground equipment.

5. Use and Condition of the Property.



5.1 Lessee agrees that Lessee's use of the Property is strictly limited to the growing and cultivating of the type(s) of crop(s) which are mutually agreed upon between the City and Lessee and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent farm-like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

5.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, gates, ditches, headgates, piping and other irrigation facilities located upon the Property, and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

5.6 Lessee agrees the property is subject to a City lease option and lease with a third party for telecommunication tower(s) and supporting equipment of tower(s). Telecommunications lessee shall have reasonable ingress and egress to and from the premises to conduct surveys, inspections, structural soil tests, excavation, tower construction, maintenance, repair and/or upgrade, installation, maintenance, improvement/upgrade of ground equipment, and other related activities during any lease period at any time of any day or night. The City in its sole discretion may determine the location and area of the tower and equipment lease.

6. Irrigation of the Property. Irrigation of the Property is an essential duty and obligation to be undertaken by Lessee on behalf of the City. Irrigation of the Property shall be undertaken in accordance with the following provisions:

6.1 The City agrees to pay the base water assessments, when the same become due and payable, which are levied by authorities having jurisdiction and control over the irrigation water appropriated to the Property.

6.2 Lessee agrees to pay for all costs and fees, when the same become due and payable, which are charged for water usage in excess of the base amounts set forth in subparagraph 6.1 above.

6.3 Lessee shall apply the base water and such additional water as is necessary to the Property to irrigate crops during the historical irrigating season. Any failure by Lessee to irrigate the Property as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Property, shall be grounds for immediate termination of this Lease:

- a. failure or refusal to cultivate the Property and/or make use of available water upon the Property without the prior written consent of the City; or
- b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Property in such a manner as to allow the full application of water rights to the Property.

7. Fees and Charges. Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property, excepting the base water assessment which the City shall pay as set forth in paragraph 6.1. If Lessee fails to pay any of the foregoing when the same become due and payable, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

8. Nonliability of the City for Damage.

8.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

8.3 The City shall not be liable to Lessee for any damages or loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from the use of the Property by the third-party telecommunications tower lessee.

8.4 The City shall not be liable to Lessee for any damages or loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from the City's termination of this Lease pursuant to and in accordance with Section 2.2 of this Lease Agreement.

9. Hazardous Substances.

9.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all

governmental authorities (“the Authorities”) under Environmental Laws and other applicable laws.

- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee’s sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee’s behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee’s use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City’s request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee’s obligations hereunder.
- e. Lessee’s obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee’s agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee’s failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee’s obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

## 11. Default, Sublet, Termination, Assignment.

### 11.1 Should Lessee:

- (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or
- (b) abandon or vacate the Property; or
- (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City’s option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction

in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11.4 This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor and if Lessor chooses, at its sole option and discretion, to again lease the farming rights associated with the Property, at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Farm Lease for two (2) additional one (1) year terms, upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before November 1, 2024, give written notice to Lessor of Lessee's desire and intention to lease the Property for a second term.

13. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

14. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To Lessor:

City of Grand Junction, Attention Ken Sherbenou  
1340 Gunnison Avenue  
Grand Junction, CO 81501

To Lessee(s):

Jay Pollock  
1041 24 Road  
Grand Junction, CO 81501.

All notices shall be deemed given:

- (a) if sent by mail, when deposited in the mail;
- (b) if delivered by hand or courier service, when delivered; or
- (c) if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to which notice shall be given.

15. Not a Partnership.

15.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to farm the Property and carry out the terms and provisions of this Lease. It is expressly agreed

between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

16. Enforcement, Partial Invalidity, Governing Law.

16.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

16.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

17. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

18. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

The City of Grand Junction

Lessee(s):

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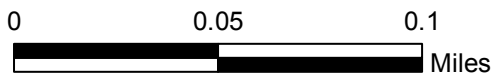
Ken Sherbenou  
Parks & Recreation Director

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Jay Pollock



# City of Grand Junction



Printed: 1/5/2017

1 inch = 248 feet



**Grand Junction City Council**

**Regular Session**

**Item #3.c.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

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**Information**

**SUBJECT:**

Lincoln Park Stadium Renovation Contract to Convert Stadium Lighting to LED

**RECOMMENDATION:**

Staff recommends approval of the lighting contract amendment (change order) with Shaw Construction for the conversion of the Sports Lighting to LED.

**EXECUTIVE SUMMARY:**

At the January 5, 2022 City Council meeting, staff discussed the fact that the Department of Local Affairs did not fund a grant application for \$600,000 which partially funded the conversion of sports lighting to LED lighting at the Stadium. The new LED lighting is a high priority and has many benefits, including improved lighting for televised events, energy savings, and the ability to instantaneously be turned on and off, which is especially needed for the annual fireworks shows. Council directed staff to bring back a supplemental appropriation to fund the \$600,000 gap created when the grant was not awarded. The supplemental appropriation authorizing the spending for the lighting project is on this agenda for consideration.

Note that the total Stadium project, including the lighting portion, was included in the 2021 Amended Budget, and amounts not spent in 2021 will be carried forward in the upcoming supplemental appropriation for capital projects.

**BACKGROUND OR DETAILED INFORMATION:**

The City pursued a \$600,000 Department of Local Affairs (DOLA) grant to enable the replacement of the sports lighting to LED lights, for a total project budget of \$1.2 million. The antiquated metal halide lights currently at the Stadium would be upgraded to a modern and state-of-the-art LED lighting system. The current lighting at Stocker is

simply not bright enough, especially in the end zones. Some major networks such as ESPN refuse to broadcast night games at Stocker since it does not have television ready lights. The new lighting design would meet the minimum foot-candle, or brightness, to allow televising evening CMU football games. New LED lights would reduce energy consumption from 246 kW to 141 kW, a 43% reduction in energy usage. This equates to an annual savings of over \$24,000 per year.

New LED lights can be instantaneously turned off and on, which gives much greater flexibility when running the 300 plus events at the Stadium each year. This is especially needed for the annual fireworks shows to improve patron safety when exiting the Stadium after a fireworks show. The cost of the lighting project is \$1.2 million with \$600,000 funded by General Fund. \$600,000 was planned to be paid by the DOLA grant. The DOLA grant to enable this improvement was pursued in December 2021 and was not awarded.

On January 5th, staff reported to City Council about the status of the grant and answered questions related to the project. City Council then gave direction to pursue the project and bring forth the required supplemental appropriation to fully fund the project as well as the contract necessary to complete the conversion of the lights to LED.

**FISCAL IMPACT:**

The cost for the lighting project is \$1.2 million. \$600,000 is appropriated in the 2021 Capital Fund budget and will be carried forward with the overall Stadium capital project. The additional \$600,000 is included in the supplemental appropriation for consideration on this agenda.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the lighting replacement contract with Shaw Construction and to execute a contract amendment to the existing contract with Shaw Construction on the Lincoln Park Stadium Renovation project.

**Attachments**

1. Stadium PCO #001\_LED Lighting Upgrade Scope w Shaw Cont





# Pending Change Order No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

**PCO No. 001 LED Lighting with EM Power Upgrade**

**Date Sent: 1/20/2022**

**Transmitted To:**

*Ken Sherbenou,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809*

**From:**

*Joe Farstad, Project Manager  
Shaw Construction LLC  
Tel: 970-248-2645  
Fax:  
Email: joefarstad@shawconstruction.net*

**Description of Proposal:**

Upgrade all field lighting to LED fixtures.

**Cost Summary for Item : 1 Musco - Stadium LED Lighting w/ EM Power Upgrade**

Phase	Description	Quantity	Unit Price	Amount
016522- -	Field Lighting	1 LS	1,176,500.00	1,176,500.00
<b>Net Total for Item 1:</b>				<b>\$1,176,500.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	8,823.75
Performance Bond	0.75%	8,823.75
Builders Risk	0.07%	823.55
Profit	3.95%	47,201.36
<b>Subtotal:</b>		<b>\$65,672.41</b>

**Total Item #1: \$1,242,172.41**  
**Time Extension: NONE**

**Cost Summary for Item : 2 Asphalt Specialists - Electrical Trench Asphalt Patch-Back**

Phase	Description	Quantity	Unit Price	Amount
002740- -001	Asphalt Paving - Patch-Back	1 LS	1,800.00	1,800.00
<b>Net Total for Item 2:</b>				<b>\$1,800.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	13.50
Performance Bond	0.75%	13.50
Builders Risk	0.07%	1.26
Profit	3.95%	72.22
<b>Subtotal:</b>		<b>\$100.48</b>

**Total Item #2: \$1,900.48**  
**Time Extension: NONE**



# Pending Change Order No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

### Cost Summary for Item : 3 EC - Emergency Power System

Phase	Description	Quantity	Unit Price	Amount
016010- -001	EM Power System	1 LS	150,122.00	150,122.00
<b>Net Total for Item 3:</b>				<b>\$150,122.00</b>

Description	Percentage	Amount		
Liability Insurance	0.75%	1,125.92	<b>Total Item #3:</b>	<b>\$158,501.85</b>
Performance Bond	0.75%	1,125.92		
Builders Risk	0.07%	105.09		
Profit	3.95%	6,022.92		
<b>Subtotal:</b>				
			<b>Time Extension:</b>	<b>NONE</b>

### Cost Summary for Item : 4 Burner - Concrete Curb, Gutter & Sidewalk

Phase	Description	Quantity	Unit Price	Amount
003000- -001	Burner - Concrete Curb, Gutter an	1 LS	1,887.60	1,887.60
<b>Net Total for Item 4:</b>				<b>\$1,887.60</b>

Description	Percentage	Amount		
Liability Insurance	0.75%	14.16	<b>Total Item #4:</b>	<b>\$1,992.97</b>
Performance Bond	0.75%	14.16		
Builders Risk	0.07%	1.32		
Profit	3.95%	75.73		
<b>Subtotal:</b>				
			<b>Time Extension:</b>	<b>NONE</b>

### Cost Summary for Item : 5 CW - Trenching and Put-Back

Phase	Description	Quantity	Unit Price	Amount
002500- -001	CW - Trenching and Put-Back	1 LS	26,500.00	26,500.00
<b>Net Total for Item 5:</b>				<b>\$26,500.00</b>

Description	Percentage	Amount		
Liability Insurance	0.75%	198.75	<b>Total Item #5:</b>	<b>\$27,979.23</b>
Performance Bond	0.75%	198.75		
Builders Risk	0.07%	18.55		
Profit	3.95%	1,063.18		
<b>Subtotal:</b>				
			<b>Time Extension:</b>	<b>NONE</b>



# Pending Change Order No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

**Cost Summary for Item : 6 Shaw Contribution from Concrete Buyout Savings**

Phase	Description	Quantity	Unit Price	Amount
003300- -001	Shaw Contribution from Concrete	1 LS	-220,381.86	-220,381.86
<b>Net Total for Item 6:</b>				<b>\$-220,381.86</b>

Description	Percentage	Amount
Liability Insurance	0.75%	-1,652.86
Performance Bond	0.75%	-1,652.86
Builders Risk	0.07%	-154.27
Profit	3.95%	-8,841.75
<b>Subtotal:</b>		<b>\$-12,301.74</b>

**Total Item #6: \$-232,683.60**

**Time Extension: NONE**

**Grand Total PCO #001: \$1,199,863.34**  
**Total Time Extension: NONE**

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Joe Farstad, Project Manager

Name Ken Sherbenou,

Project: Lincoln Park Stadium Relights  
Grand Junction, CO  
Ref: 185950  
Date: January 18, 2022

Quotation Price – Materials Only Delivered to Job Site

<b>Base Bid – (LED Retrofit on Stocker and Suplizio)</b> .....	<b>\$997,685.00</b>
<b>Add 1 – (Emergency Lighting Musco VE Option)</b> .....	<b>\$1,176,500.00</b>
<b>Add 2 – (Emergency Lighting Per Electrical Drawings)</b> .....	<b>\$1,263,016.00</b>

Sales tax is not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology -Base

Light-Structure System™ Description

- 2 – 80' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 9 - Factory wired poletop luminaire assemblies
- 129 - Factory aimed and assembled luminaires, including BallTracker® luminaires
- 15 - Factory aimed and assembled pole color accent luminaires
- UL Listed assemblies

SportsCluster® system Description

- 5 - Factory wired poletop luminaire assemblies
- 43 - Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- 4 - Factory aimed and assembled pole color accent luminaires
- UL Listed assemblies

Guaranteed Lighting Performance

- Guaranteed light levels of 75 foot-candles (Stocker)
- Guaranteed light levels of 100 foot-candles infield and 70 foot-candles outfield. (Suplizio)
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight



## Quote

### Control Systems and Services

- Control-Link® control and monitoring with Show-Light+® entertainment package to provide (6) six pre-programmed and (3) three custom theatrical shows set to customer-supplied and licensed music, onsite dimming, and custom color accent lighting control.
- 2 - Touchscreen interface(s) to provide pre-programmed theatrical effects

### Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

### ***Installation Services Provided***

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See scope of work below.

### ***Payment Terms***

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Musco's Credit Department will provide payment terms.

### ***Delivery Timing***

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8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- ***Shipment of entire project together to one location.***
- Voltage and phasing to be confirmed prior to production.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker  
Colorado Field Sales Representative  
Musco Sports Lighting, LLC  
Phone: 720-614-1115  
E-mail: Stephen.baker@musco.com





**Lincoln Park Stadium Relights  
Suplizio Field & Stocker Field  
Grand Junction, CO**

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by standard utility locates (i.e. water lines, electrical lines, irrigation systems and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Any necessary power company fees and requirements.
4. All permitting fees (payment). Musco subcontractor will obtain the required permitting if required.
5. Provide on site area for storage and staging.
6. Provide electrical plans and existing as-built drawings as necessary.

**Musco Responsibilities:**

1. Provide required poles, electrical enclosures, luminaires, pole harnesses and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Assist installing subcontractor and assure responsibilities are satisfied.

**Musco Subcontractor Responsibilities**

**General:**

1. Provide labor, equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary dumpsters for waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain any required permitting, Musco customer to pay for associated costs, if any.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields and sensitive areas when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide adequate ground protection as needed for access to pole locations with equipment.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



### **Demolition:**

1. Remove and properly dispose of the existing lighting fixtures, enclosures, cross-arms and wiring on (7) existing poles and (1) existing roof top rack at Suplizio Field. Stocker Field will require removal and disposal of similar equipment on (2) existing poles and (2) existing roof racks. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
2. Leave existing power feed and equipment ground in place for connection to new equipment.

### **Poles and Luminaires:**

1. Install new sports lighting equipment on (7) existing poles and (1) existing roof rack(Suplizio Field) and (2) existing poles and (2) existing roof racks(Stocker Field) including, fixtures, cross-arms, wiring, enclosures and associated strapping and bracketing.
2. Install (2) new assembled Light Structure System poles on West side of Stocker Field

### **Electrical:**

1. Provide labor, materials and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials and equipment to reuse existing electrical wiring as permitted. Existing wiring to be extended and new wiring to be installed to locations where existing wiring was damaged during previous construction phase.
3. Provide as-built drawings on completion of installation as required.
4. Emergency egress lighting adders have been provided in Musco quotation.

### **Show-Light+™ Entertainment Controls Package**

1. Provide labor, equipment and materials to install a total of (3) Lighting Contactor Cabinets, (2) Communication Cabinets, (2) Auxillary Lighting Interface Cabinets for emergency power and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a stepdown transformer for 120 V control circuit if not available at each Lighting Contactor Cabinet location. Each communication cabinet to have 120 V power available. Emergency auxillary cabinet requires emergency power 120 V.
3. Provide 24 AWG twisted wire pair cable. Recommended Belden 7937A or equal. Cable should be underground rated (working distance 1,500 ft). Fiber will likely be used for all or a portion of the communication cabling for this installation.
4. Communication cabling to be installed between Lighting Contactor Cabinet location and Communication Cabinet located near Musco provided Touch Screen in Press Box for each field. Musco subcontractor to provide all required Fiber switches, splice boxes, etc. not provided by Musco and termination as required. Drain wire is landed at surge device on Lighting Contactor Cabinet. Communication cabinet requires earth ground.
5. Connect provided touch screen power supply at each field. Requires 120 V outlet for each location.
6. Provide audio cable 1/8 in (3.5 mm) plug from customer audio system to Communication Cabinet for each field (land on Cueserver, must be within 50 ft).



7. Land customer provided DMX cable in Musco DMX Gateway Cabinet on DMX512 input terminals if required.
8. Contractor will commission Control Link by contacting Control Link Central at 877-347-3319.

### CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all of its employees, subcontractors and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all of its subcontractors, employees, visitors, suppliers and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
  - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
  - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
  - c. Jobsite shall be kept free of debris including, but not limited to, cardboards and packing materials which can become windborne.
  - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
  - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.



- f. Subcontractor shall provide the Musco project manager with an “Emergency List” showing Subcontractor’s designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
  - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker’s compensation claims involving the Project.
  - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
  - i. Jobsite shall be policed on a daily basis for compliance to the above conditions.
  - j. Subcontractor’s employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
  - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
  - c. Verify that components have been assembled per Musco installation instructions.
  - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor’s work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco’s reputation is built.
  - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
  - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
  - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer; and act accordingly.





# Proposal

2462 Industrial Blvd.

Grand Junction, CO 81505

970-242-8487 / [www.asphaltgj.com](http://www.asphaltgj.com)

<b>Submitted To:</b>	<b>Phone:</b> 970-270-4087	<b>Date:</b> 1-17-2021
Shaw Construction LLC Attn: Mr. Aaron Handke 760 Horizon Drive Grand Junction CO 81506	GJ Lincoln Park Stadium Improvements <b>Electrical Trench Patching</b> Grand Junction CO	

We Hereby propose to perform the following services:

**WE NOW ACCEPT CREDIT CARDS Please add 3%**

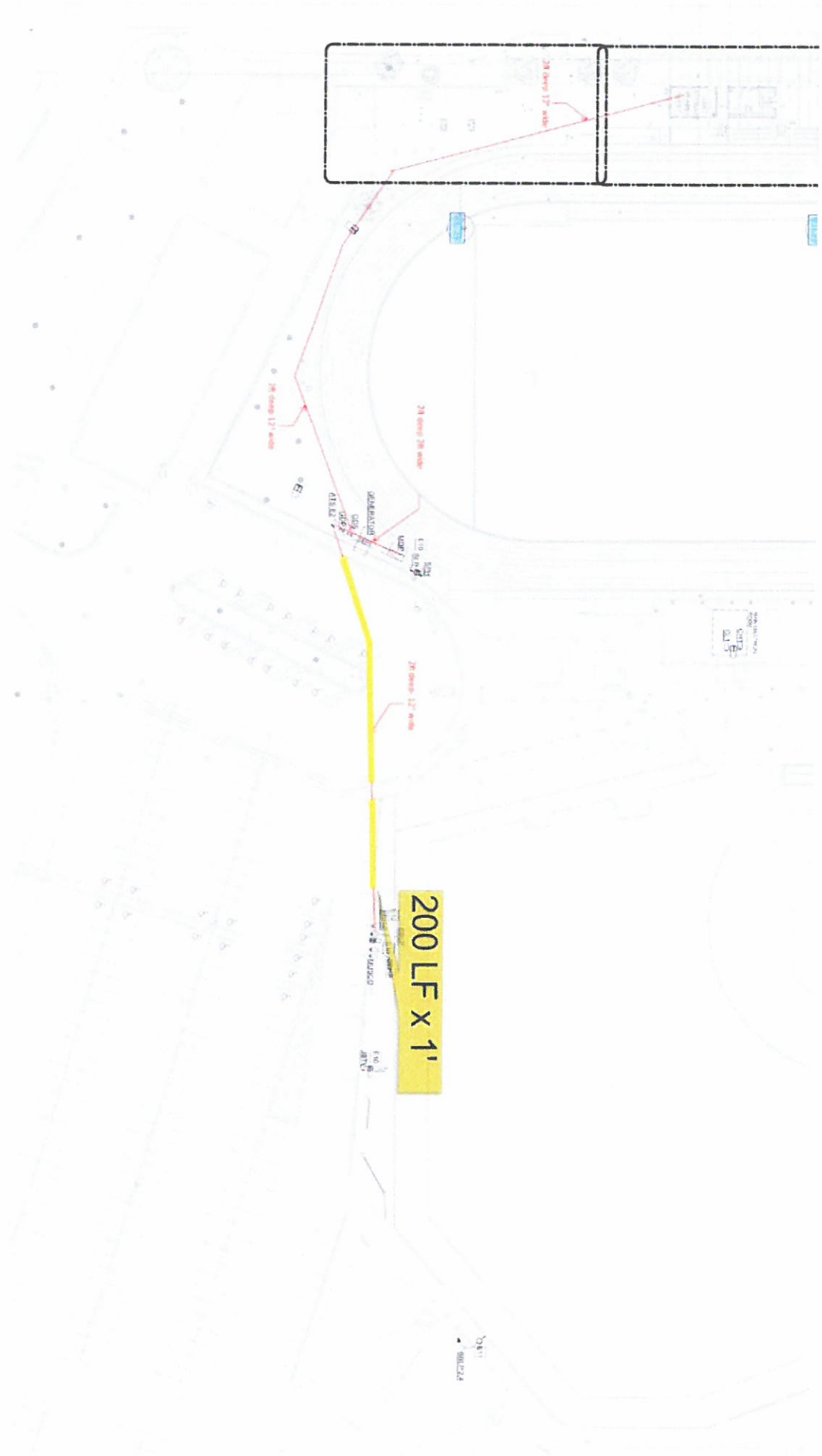


3" Asphalt Patching Electrical Trench approximately 200 square feet @ \$9.00/SF = \$1,800.00

1. Excavate existing base in trench three inches and compact base.
2. Furnish and install a three-inch compacted asphalt mat to meet existing grade.
3. Price includes one mobilization. All other will be billed \$500.00 each.
4. Traffic control is not included.
5. **We are not responsible for future settlement of trench patch.**

**Notes:**

1. Traffic control, testing, engineering, construction staking, surveying, permits, permit fees and signage are not included in this quote, unless specifically called out.
2. Soft spot excavation is not included. If encountered this work will be completed on a T&M Basis.
3. Work is based on paving in frost free conditions.
4. Work is based on a 40-hour work week. Overtime is not included.
5. Final billing will be based off actual quantities installed.
6. Shouldering is not included in prices above.
7. We cannot guarantee complete drainage in areas with less than 1.5% fall.
8. Above pricing does not include Performance and Payment Bond. If required, please add 1.5%.
9. These bid conditions, in their entirety, will become a governing part of any contract or subcontract. This shall be accomplished by including a copy of this proposal in the contract or subcontract agreement.
10. Reflective cracking will occur if this is an overlay quote and may occur within the first year. We cannot warranty against reflective cracking.







Date: 1/12/2022

## Change Order Proposal

TO:

Shaw Construction  
  
Grand Junction, CO

RE:

Lincoln Park Stadium Upgrades  
  
Grand Junction, CO

Attn: Joe Farstad  
Phone #: 940-248-2645  
Email: [joefarstad@shawaconstruction.net](mailto:joefarstad@shawaconstruction.net)

Change Order Request No. EM System  
Change Order Proposal No. EC-03

*We hereby propose to modify our original proposal / contract for the following change to our scope:*

Supply and install all Emergency Equipment on the one line. Generator, ATS's, Docking station, and panel boards.

**Exclude all trench & backfill and concrete housekeeping pads**

QTY.	DESCRIPTION	UNIT		EXT. PRICE
Quote	Cummins	\$	-	\$ 54,675.00
Quote	Rexel Gear (with Coordination study)			\$ 25,279.00
Lot	material			\$ 30,555.32
				\$ -
				\$ -
8.00	Hours Labor Project Manager	\$	75.00	\$ 600.00
44.00	Hours Labor - Site Superintendent	\$	63.00	\$ 2,772.00
221.5	Hours Labor - Journeyman (Straight Time Base)	\$	55.00	\$ 12,182.50
221.50	Hours Labor - Apprentice (Straight Time Base)	\$	47.00	\$ 10,410.50
				\$ -
10%	Overhead & Profit			\$ 13,647.43
				\$ -
				\$ 150,121.75

Need Answer By: **ASAP**  
Submitted By: Paul Russell

*Please add the following amount from our contract and issue a formal change order for:*

One Hundred Fifty Thousand One Hundred Twenty Two ----- Dollars \$ 150,122.00

Acceptance of this proposal will increase the contract time by	<u>0</u> days
Original Contract Sum: _____	Pending Changes to Date: \$ _____
Approved Change Orders To Date: \$ _____	This Change Order: \$ <u>150,122.00</u>
Approved Contract Sum To Date: \$ _____	Pending Contract Sum: \$ <u>150,122.00</u>

**Acceptance of Proposal.** *The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

GJLP stadium upgrade EC CO#03 EM Genset

Job Number: 541

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Underground Feeder Raceway ---								
1184	1-1/4" PVC Conduit	450	262.50	C	1,181.25	5.25	C	23.63
1187	1" PVC Conduit	915	190.47	C	1,742.80	4.50	C	41.18
2077	1-1/4" PVC Male Adaptor	2	97.43	C	1.95	0.11	E	0.22
2080	2-1/2" PVC Male Adaptor	12	177.80	C	21.34	0.15	E	1.80
2131	1-1/4" PVC Coupling	2	56.58	C	1.13	0.08	E	0.16
2134	2-1/2" PVC Coupling	13	136.98	C	17.81	0.12	E	1.56
--- 01 Underground Feeder Raceway Total ---					2,966.28			68.55
--- 02 Underground Branch Raceway ---								
1183	1" PVC Conduit	510	190.47	C	971.40	4.50	C	22.95
2076	1" PVC Male Adaptor	4	79.10	C	3.16	0.09	E	0.36
2130	1" PVC Coupling	4	36.35	C	1.45	0.06	E	0.24
--- 02 Underground Branch Raceway Total ---					976.01			23.55
--- 03 Above Ground Feeder Raceway ---								
1006	2-1/2" EMT	70	1,030.59	C	721.41	12.00	C	8.40
1331	2-1/2" EMT Elbow	6	2,925.38	C	175.52	0.75	E	4.50
1346	1-1/4" GRC Elbow	2	1,476.93	C	29.54	0.63	E	1.26
1349	2-1/2" GRC Elbow	13	47.00	E	611.00	1.01	E	13.13
1450	2-1/2" Set Screw Steel Conn	4	12.41	E	49.64	0.26	E	1.04
1550	2-1/2" Set Screw Steel Cplg	13	1,966.35	C	255.63	0.21	E	2.73
1597	1-1/4" Locknut	2	62.04	C	1.24	0.03	E	0.06
1600	2-1/2" Locknut	12	303.84	C	36.46	0.08	E	0.96
1612	2-1/2" Plastic Bushing	4	141.15	C	5.65	0.06	E	0.24
2365	2-1/2" Conduit Hanger w/Bolt	9	204.90	C	17.93	18.00	C	1.58
2445	3/8" All Thread	18	97.13	C	17.00	9.44	C	1.65
2447	Hex Nut 3/8" Zinc Plated	18	53.94	C	9.44	0.30	C	0.05
2451	Flange Beam Clamp for 3/8" Thrd Rod	9	167.27	C	14.64	15.00	C	1.31
5932	Unistrut (Deep)	100	393.68	C	393.68	15.00	C	15.00
5935	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	12	0.00	E	0.00	0.22	E	2.76
5936	1/4" Spring Nut	24	146.69	C	35.21	7.50	C	1.80
5937	3/8" Spring Nut	40	157.76	C	63.10	7.88	C	3.15
5940	Hex Head Cap Screw 1/4 Inch X 1-1/2 Inch Zinc Plate	24	62.73	C	15.06	15.00	C	3.60
5941	3/8-16X2-1/4 Inch Hex Head Bolt	40	288.48	C	115.39	16.50	C	6.60
5943	1/4" Flat Washer	24	88.56	C	21.25	0.03	E	0.72
5944	3/8" Flat Washer	40	55.62	C	22.25	0.03	E	1.20
--- 03 Above Ground Feeder Raceway Total --					2,611.04			71.74
--- 04 Above Ground Branch Raceway ---								
1345	1" GRC Elbow	4	1,076.42	C	43.06	0.54	E	2.16
1596	1" Locknut	4	45.08	C	1.80	0.03	E	0.12
--- 04 Above Ground Branch Raceway Total --					44.86			2.28
--- 05 Feeder Wire ---								
2662	#8 THHN CU Stranded Wire	460	824.49	M	379.27	9.38	M	4.31
2663	#6 THHN CU Stranded Wire	1,945	932.96	M	1,814.61	10.50	M	20.42
2664	#4 THHN CU Stranded Wire	920	1,482.11	M	1,363.54	13.50	M	12.42
2670	#3/0 THHN CU Stranded Wire	4,100	4,763.19	M	19,529.08	25.50	M	104.55
--- 05 Feeder Wire Total ---					23,086.50			141.70
--- 06 Branch Wire ---								
2680	#14 THHN CU Solid Wire	1,071	172.50	M	184.75	6.75	M	7.23

\* Target, Labor column 2



GJLP stadium upgrade EC CO#03 EM Genset

Job Number: 541

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 06 Branch Wire Total ---				184.75		7.23
--- 07 Switchgear ---						
4478	125 KW Generator (w/out fuel tank)	1	QUOTE 12	0.00	37.20 E	37.20
4495	Generator Battery Charger	1	QUOTE 12	0.00	1.44 E	1.44
4510	Generator Block Heter Connect	1	QUOTE 12	0.00	0.18 E	0.18
4518	75-500 Gallon Generator Fuel Tank Installation	1	QUOTE 12	0.00	6.24 E	6.24
4614	225 Amp 600 Volt 3 Pole Double Throw Automatic Tra	2	QUOTE 2	0.00	10.80 E	21.60
62116	unistrut T Brackets	8	37.50 E	300.00	0.52 E	4.24
BBH-E	200 Amp Surf Panel-Nema 3R	1	QUOTE 2	0.00	7.13 E	7.13
FBH_E	200 Amp Surf Panel-Nema 1	1	QUOTE 2	0.00	6.38 E	6.38
GDB	400A Distribution Board-Nema 3R	1	QUOTE 2	0.00	17.40 E	17.40
GDS	400A Distribution Board-Nema 3R	1	QUOTE 2	0.00	17.40 E	17.40
--- 07 Switchgear Total ---				300.00		119.21
--- 10 Voice/Data/Video ---						
2934	Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	735	525.00 M	385.88	12.08 M	8.88
--- 10 Voice/Data/Video Total ---				385.88		8.88
Job Total				30,555.32		443.14

\* Target, Labor column 2



January 11, 2022

To: EC Electric

Prepared by

Melissa Guillen  
 (970) 261-5815  
 melissa.l.guillen@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
	<b><u>125kW Generator</u></b>		
1	<b>C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating-Standby Power (ESP) Emissions Certification-SI, EPA, Emergency, Stationary, 40CFR60 Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Control Mounting-Left Facing PowerCommand 2.3 Controller IBC Seismic Certification OSHPD Seismic Certification Gauge-Oil Pressure Warning-Low Fuel Gas Pressure Analog Meters-AC Output Stop Switch-Emergency Relays-Auxiliary, Qty 2, 25A-15V DC/10A-30V DC Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 200A, 3P, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor-Electronic, Isochronous Single Gas Fuel-NG or LP Vapor Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Coolant Heater, Extreme Cold Ambient Voltage-277/480, 3 Phase, Wye, 4 Wire Engine Oil Heater-120 Volts AC, Single Phase Engine Oil Cummins Certified Test Record Genset Warranty-2 Years Base Alternator-60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Extension-Oil Drain	1	\$ 37,495.00

	Green Sound Level 2 Intake Baffle-Ship Loose Battery Rack Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready Circuit Breaker Installation-12VDC Shunt Trip Circuit Breaker Installation-1SPDT, Auxiliary Contacts Enclosure Kit-Sound Level 2 Duct Annunciator-panel mount with enclosure (RS485) Battery System start up & testing 4 hour load bank testing Remote E-stop Delivery to site, off-loading not included			
				<b>SUB TOTAL: \$ 37,495.00</b> (Sub Total for 125kW Generator)
	<b><u>Transfer Switches E2 &amp; E3</u></b>			
1	<b>OTECC, OTEC Transfer Switch-Electronic Control: 300A</b> OTECC300, Transfer Switch, PowerCommand, 300 Amp Interface-Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Listing-UL 1008/CSA Certification Application-Utility to Genset Transfer Switch Warranty-2 Year Comprehensive Cabinet-Type 1 Poles-4 (Switched Neutral) Frequency-60 Hz System-3 Phase, 3 or 4 Wire Voltage-480 Volts AC Genset Starting Battery-12V DC PC40 Control Aux Relay-Emergency Position-12 Volts DC Aux Relay-Normal Position-12 Volts DC	2		\$ 7,152.00
				<b>SUB TOTAL: \$ 7,152.00</b> (Sub Total for Transfer Switches E2 & E3)
	<b><u>Generator Docking Station</u></b>			
1	<b>200 Amp Generator Docking Station</b>	1		\$ 10,028.00
				<b>SUB TOTAL: \$ 10,028.00</b> (Sub Total for Generator Docking Station)

**TOTAL: \$ 54,675.00**

Quote valid for 30 days

Current lead-time: Generator, 43-45 weeks from order date; ATS's, 15-17 weeks from order date; GDS, 10-12 weeks from order date.

Quote value does not include any tax.

Quotation: Q-93764-20220111-0635



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**Submitted by:**

**Melissa Guillen**  
[melissa.l.guillen@cummins.com](mailto:melissa.l.guillen@cummins.com)  
(970) 261-5815

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

<Rest of the page is intentionally left blank>

## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

***AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.***

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

#### **WARRANTY PROCEDURE**

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

#### **INDEMNITY**

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

#### **DEFAULT; REMEDIES**

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

#### **CUSTOMER REPRESENTATIONS; RELIANCE**

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

#### **CONFIDENTIALITY**

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

#### **GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

#### **INSURANCE**

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

#### **ASSIGNMENT**

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

#### **INTELLECTUAL PROPERTY**

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

### MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

### COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

Check if this Agreement pertains to government work or facilities





Jillian Bearden  
Rexel USA  
559 SANDHILL LN UNIT 500  
GRAND JUNCTION, CO 81505  
jillian.bearden@rexelusa.com  
719-223-3863  
January 12, 2022  
Quote No.: UKA-00023925  
Doc Rev. 0.1

Project: GRAND JUNCTION LINCOLN PARK - EM SYSTEM

Dear Valued Customer,

Thank you for your inquiry for GRAND JUNCTION LINCOLN PARK - EM SYSTEM. We are pleased to respond with our proposal based on the details and requirements of your inquiry. Thank you for allowing Rexel USA to participate on this project. Please do not hesitate to contact us with any questions.

Best Regards,

Jillian Bearden  
Rexel USA

PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.





## Equipment Count

Quantity	Description
3	Panelboard
<b>3</b>	<b>Total Items</b>



## Summary of Proposal

### Estimated Lead Time

The Estimated Lead-Times contained in this proposal are for estimating purposes only and reflect what we expect the projected timeline to be. These lead-times reflect the time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change and depend on factory loading, scheduled plant shutdowns, and job size at time of order entry. Please contact your ABB sales representative if accelerated/firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Days)	Quantity
1	Lighting Panelboard, ReliaGear RE	FBH-E	60	1
2	Lighting Panelboard, ReliaGear RE	BBH-E	60	1
3	Power Panelboard, ReliaGear neXT	GDB	50	1



## Notes

### Project Level - Notes

#### a. Comment(s)

The following comments provide clarification to our proposal:

- QUOTE BASED ON CONSTRUCTION DOC 09/30/2021 DRAWINGS. EM SYSTEM - RED CLOUD  
- \*\*\*\*\*THIS PROJECT PRICING IS GOOD FOR 30 DAYS ONLY. - REQUOTE AFTER THAT.  
- I HAVE INCLUDED SPD'D THE EM PANEL BOARDS. 130KA PER PHASE / 65KA PER MODE.  
- PRICE DOES NOT INCLUDE START UP, TESTING, ARC-FLASH, OR SHORT CIRCUIT STUDIES.  
SEE BELOW FOR ADDER  
- SUBJECT TO VERIFICATION. SUBJECT TO APPROVAL. SUBJECT TO RE-QUOTE.  
- ONLY PROVIDING WHAT IS IN THIS PROPOSAL.  
- REVIEW ALL TERMS AND CONDITIONS ATTACHED IN BOM/PROPOSAL.

#### \*\*\*\*\*NOT PROVIDING:

- GENERATOR AND ATS NOT INCLUDED IN PROPOSAL.
- NO SPARES AND OR ATTIC STOCK, AVAILABLE UPON REQUEST.
- EM LIGHTING CONTROL PANEL (KEY NOTE 3) NOT INCLUDED.
- PRICING VALID FOR ORIGINAL BID PACKAGE ONLY. ADDITIONAL ITEMS REQUIRED AFTER ORDER AWARDED WILL REQUIRE RE-QUOTE.
- 10 YEAR WARRANTY NOT INCLUDED - PLEASE REACH OUT FOR PRICING IF NEEDED FOR THE SPD'S.

#### \*\*\*\*\*ADDERS

Short circuit/coordination/arc flash:

Short circuit/coordination study:

Arc flash analysis:

Arc flash labels:

Submittal review (engineer of record comments):

Booklet reports in electronic PDF submittal:

Total: \$5,694.00

#### \*\*Optional Services:

Site survey of existing gear (includes travel expenses): \$2,460.00

Placement of arc flash labels: \$2,460.00

Arc flash safety training: \$5,350.00



### **Total Net Price**

The total net price for the item(s) defined in this quotation is:

**\$18,113.00 USD**



### Panel Summary Report

Item	Qty	Marks	Sect	Type	Service	Ckts	Feed	Mounting	Main	Bus/Trip	CU/AL	Incoming Cable Size/Qty	AIC	Box	Layout	Meter
1	1	FBH-E	RE		277/480 3P4W	42	Bottom	Surface	MCB	225/200	CU	1-lug/phase 1-cable/lug #4 -300 MCM	42K	AB64B	Auto	
2	1	BBH-E	RE		277/480 3P4W	42	Bottom	Surface	MCB	225/200	CU	1-lug/phase 1-cable/lug #4 -300 MCM	42K	AB64B	Auto	
3	1	GDB	neXT		277/480 3P4W	6	Bottom	Surface	MLO	250	CU	1-lug/phase 2-cable/lug 2/0-500MCM	65K	ER6040R	Auto	



## Bill of Material(s)

Item No.	Quantity	Description
1	1	<p><b>Lighting Panelboard, ReliaGear RE</b>  <b>Marks: FBH-E</b></p> <p>1 Section(s), Nema 1 Enclosure  225 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz  Minimum Interrupt Rating: 42kA Fully Rated  Incoming Feed: Bottom  Surface Mounted  42 Circuits  UL67 / CSA C22.2 No. 29 Certified  cULus Certified  Height: 64.5 Inches; Width: 20 Inches; Depth: 5.75 Inches</p> <p>1 200 Amps Main Breaker XT4H250  1 Ekip Dip LSI  1-lug/phase 1-cable/lug #4 -300 kcmil</p> <p><b>Main Option Details</b></p> <p>1 Copper Bus Heat Rated  4 Ground-Box bonded TGL2  1 Ground main lug TGL20  1 100% Rated Neutral  1 NEMA 1 Enclosure</p> <p><b>Feeders</b></p> <p>4 Breaker Device 20 Amps 3 Poles TEYL  2 Breaker Device 30 Amps 3 Poles TEYL  6 Breaker Device 20 Amps 1 Poles TEYL  18 Breaker Space Device 20 Amps 1 Poles TEYL</p> <p><b>Modifications</b></p> <p>1 Door within Door  1 Screw-On Nameplate  1 Corbin Latch Bolt 15767  1 ME, 65kA/mode,130kA/phase (TPME277Y06AS)  1 Interior: ASF3422DBX AXT6B7  1 Box: AB64B  1 Front: AF64SPLU</p>

2	1	<p><b>Lighting Panelboard, ReliaGear RE</b>  <b>Marks: BBH-E</b></p>
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1 Section(s), Nema 1 Enclosure



## Bill of Material(s)

Item No.	Quantity	Description
		225 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 42kA Fully Rated Incoming Feed: Bottom Surface Mounted 42 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 64.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	200 Amps Main Breaker XT4H250
	1	Ekip Dip LSI
		1-lug/phase 1-cable/lug #4 -300 kcmil
		<b>Main Option Details</b>
	1	Copper Bus Heat Rated
	4	Ground-Box bonded TGL2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 1 Enclosure
		<b>Feeders</b>
	6	Breaker Device 20 Amps 3 Poles TEYL
	2	Breaker Device 30 Amps 3 Poles TEYL
	18	Breaker Device 20 Amps 1 Poles TEYL
		<b>Modifications</b>
	1	Door within Door
	1	Screw-On Nameplate
	1	Corbin Latch Bolt 15767
	1	ME, 65kA/mode,130kA/phase (TPME277Y06AS)
	1	Interior: ASF3422DBX AXT6B7
	1	Box: AB64B
	1	Front: AF64SPLU
<b>3</b>	<b>1</b>	<b>Power Panelboard, ReliaGear neXT</b> <b>Marks: GDB</b>
		1 Section(s), Nema 3R Cabinets 250 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 65kA Fully Rated Section 1 of 1 Incoming Feed: Bottom Surface Mounted



## Bill of Material(s)

Item No.	Quantity	Description
		UL67 Certified
		Height: 60 Inches; Width: 40 Inches; Depth: 14.5 Inches
1		250 Amps Main Lugs
		Main Lug (2) #2-500 mcm, No Feed Through
		<b>Main Option Details</b>
1		Copper Bus Heat Rated
1		100% Rated Neutral
1		NEMA 3R Cabinets
		<b>Feeders</b>
2		Breaker Device 200 Amps 3 Poles XT4H250
2		Ekip Dip LSI
2		(1) 3/0 AWG - 350 MCM
2		Breaker Space Device 100 Amps 3 Poles XT1H125
2		TMF
		<b>Modifications</b>
1		Same Box Size
1		Nameplates (75C141109P109)
1		Ground: GDBG10AL
1		Bus: IN1602BL3H2
1		Neutral: NL04I0NSTNDAL
1		Enclosure: ER6040R
1		Frame: IF1640F
1		Front 1 of 2: FT40S00135
1		Front 2 of 2: FT40S00260
1		Gutter: GC40F16BLA
1		WirePost: BP40F
1		TVSS: SP277Y06X402
3		MLO and/or FTL Kit: LGML260A
1		Spacer: SR01BB
1		Spacer: SR02BF
1		Spacer: SR2XBF
2		Spacer: SRT1BB
1		PPXT FA INT
1		PPXT FA BOX





To be filled out by Distributor

**PANEL MARKS: FBH-E**

**TECHNICAL SPECIFICATIONS**

PANEL TYPE: RS PANELBOARD  
 QUANTITY: 1  
 AMPS: 225A  
 VOLTAGE: 480Y/277V  
 SYSTEM: 3P4W  
 KAIC: 42 KAIC SC FULLY RATED  
 MATERIAL: COPPER BUS  
 PLATE: NO PLATE  
 ENCLOSURE: NEMA 1 ENCLOSURE  
 MOUNTING: SURFACE  
 SECTION: 1  
 MAIN DISCONNECT DEVICE

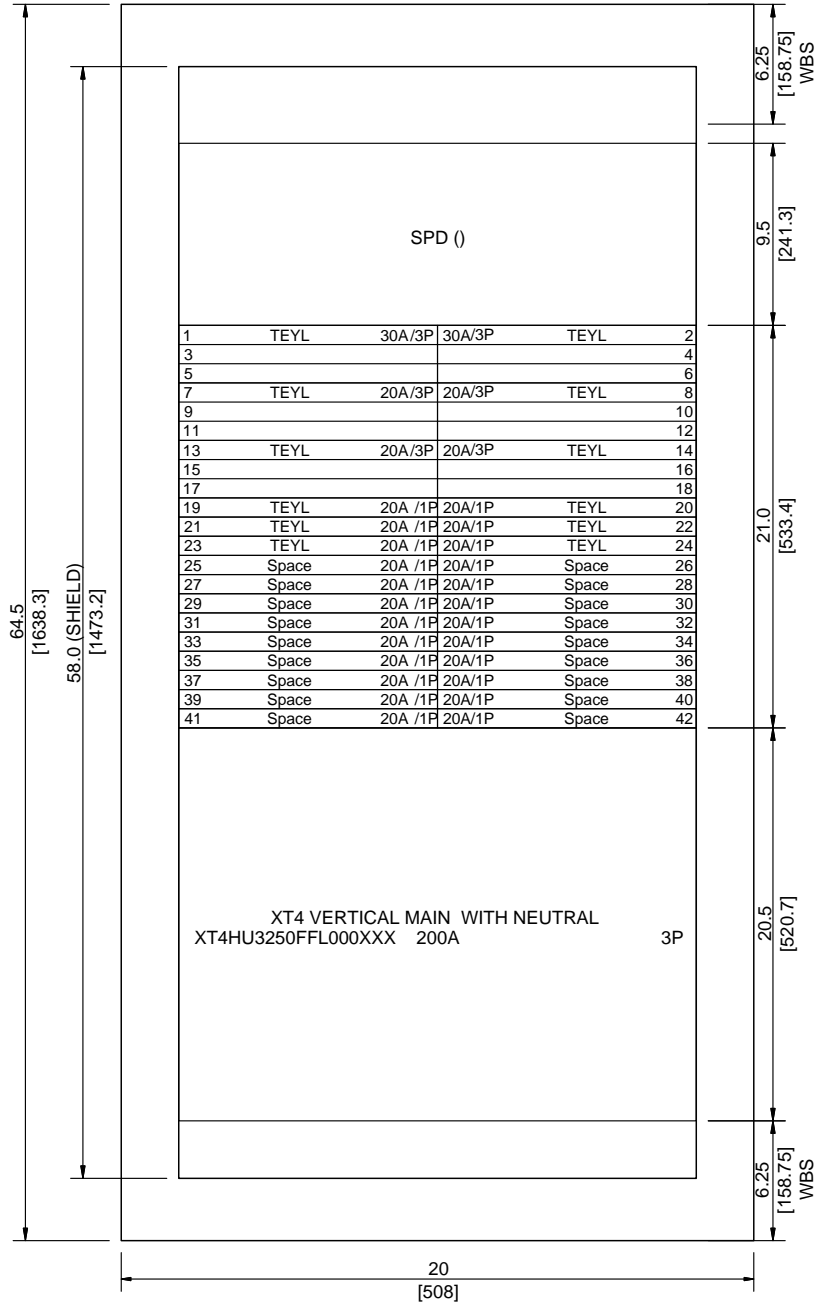
FEED DIR. Bottom  
 TYPE: Breaker  
 AMPS: 200  
 CATALOG NO.: XT4HU3250FFL000XXX  
 POLES: 3  
 LUGS: 1-lug/phase 1-cable/lug #4 -300 MCM  
 ACCESSORIES: Trip Unit (Ekip Dip LSI)

**OPTIONS INCLUDED**

QTY	DESCRIPTION
1	Copper Bus Heat Rated
4	Ground-Box bonded TGL2
1	Ground main lug TGL20
1	Door within Door
1	Screw-On Nameplate
1	ME, 65kA/mode, 130kA/phase (TPME277Y06AS)
1	Corbin Latch Bolt 15767

**BRANCH DEVICES**

QTY	AMPS/POLES	DESCRIPTION
4	20A /3P	TEYL3020B
2	30A /3P	TEYL3030B
6	20A /1P	TEYL1020B
18	20A /1P	Space TEYL1020B



PANEL INFORMATION	
INTERIOR	ASF3422DBX AXT6B7
INTERIOR	
BOX	AB64B
FRONT	AF64SPLU
TROUGH	
TROUGH END	
PULL BOX	
DIMENSIONS	64.5"X20"X5.75"

1. WBS - WIRE BENDING SPACE.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.

PROJECT NAME : GRAND JUNCTION LINC-OLN PARK - EM SYSTEM  
 CUSTOMER: REXEL, GRAND JUNCTI-ON  
 VERSION.DATE.TIME



**Industrial Solutions by ABB**

PANEL ID: AS PANELBOARD  
 APPROVED BY:  
 DATE: 1/11/2022 4:18:48 PM  
 REVISION NO.

PRODUCT NAME: ReliaGear LIGHTING PANELBOARD

DRAWING NO:  
 ITEM NO: 1  
 MARKS: FBH-E  
 QUOTE NO: UKA-00023925  
 SHEET: 1

**PANEL MARKS:**

**BBH-E**

**TECHNICAL SPECIFICATIONS**

PANEL TYPE: RS PANELBOARD  
 QUANTITY: 1  
 AMPS: 225A  
 VOLTAGE: 480Y/277V  
 SYSTEM: 3P4W  
 KAIC: 42 KAIC SC FULLY RATED  
 MATERIAL: COPPER BUS  
 PLATE: NO PLATE  
 ENCLOSURE: NEMA 1 ENCLOSURE  
 MOUNTING: SURFACE  
 SECTION: 1  
 MAIN DISCONNECT DEVICE

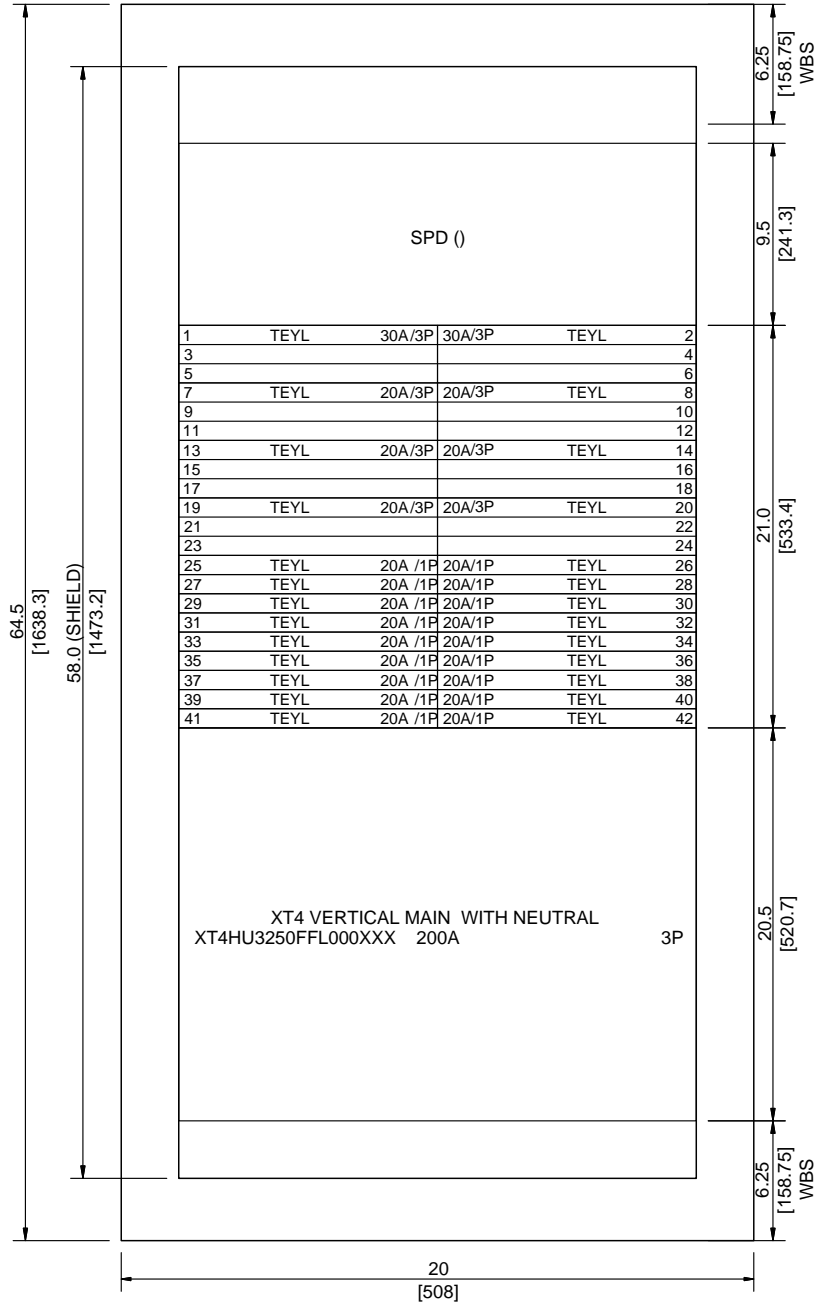
FEED DIR. Bottom  
 TYPE: Breaker  
 AMPS: 200  
 CATALOG NO.: XT4HU3250FFL000XXX  
 POLES: 3  
 LUGS: 1-lug/phase 1-cable/lug #4 -300 MCM  
 ACCESSORIES: Trip Unit (Ekip Dip LSI)

**OPTIONS INCLUDED**

QTY	DESCRIPTION
1	Copper Bus Heat Rated
4	Ground-Box bonded TGL2
1	Ground main lug TGL20
1	Door within Door
1	Screw-On Nameplate
1	ME, 65kA/mode, 130kA/phase (TPME277Y06AS)
1	Corbin Latch Bolt 15767

**BRANCH DEVICES**

QTY	AMPS/POLES	DESCRIPTION
6	20A /3P	TEYL3020B
2	30A /3P	TEYL3030B
18	20A /1P	TEYL1020B



PANEL INFORMATION	
INTERIOR	ASF3422DBX AXT6B7
INTERIOR	
BOX	AB64B
FRONT	AF64SPLU
TROUGH	
TROUGH END	
PULL BOX	
DIMENSIONS	64.5"X20"X5.75"

1. WBS - WIRE BENDING SPACE.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.

PROJECT NAME : GRAND JUNCTION LINC-OLN PARK - EM SYSTEM  
 CUSTOMER: REXEL, GRAND JUNCTION



**Industrial Solutions by ABB**

PANEL ID: AS PANELBOARD  
 APPROVED BY:  
 DATE: 1/11/2022 4:18:48 PM  
 REVISION NO.

PRODUCT NAME: ReliaGear LIGHTING PANELBOARD

DRAWING NO:  
 ITEM NO: 2  
 MARKS: BBH-E  
 QUOTE NO: UKA-00023925  
 SHEET: 1

**PANEL MARKS:**

**GDB**

**TECHNICAL SPECIFICATIONS**

PANEL TYPE: neXT Factory Assembled Interior  
 QUANTITY: 1  
 AMPS: 250A  
 VOLTAGE: 480Y/277V  
 SYSTEM: 3P4W  
 KAIC: 65 KAIC SC FULLY RATED  
 MATERIAL: COPPER BUS  
 PLATE: SILVER PLATE  
 ENCLOSURE: NEMA 3R CABINETS  
 MOUNTING: SURFACE  
 SECTION: 1  
 MAIN DISCONNECT DEVICE

FEED DIR. Bottom  
 TYPE: Lugs  
 AMPS/SENSOR: 250A/-  
 CATALOG NO.: LGML260A  
 POLES: 3  
 LUGS: Main Lug (2) #2-500 mcm, No Feed Through

**INTERIOR X-VALUES**

TOTAL X BUS AVAILABLE X BUS  
 16 12

**OPTIONS INCLUDED**

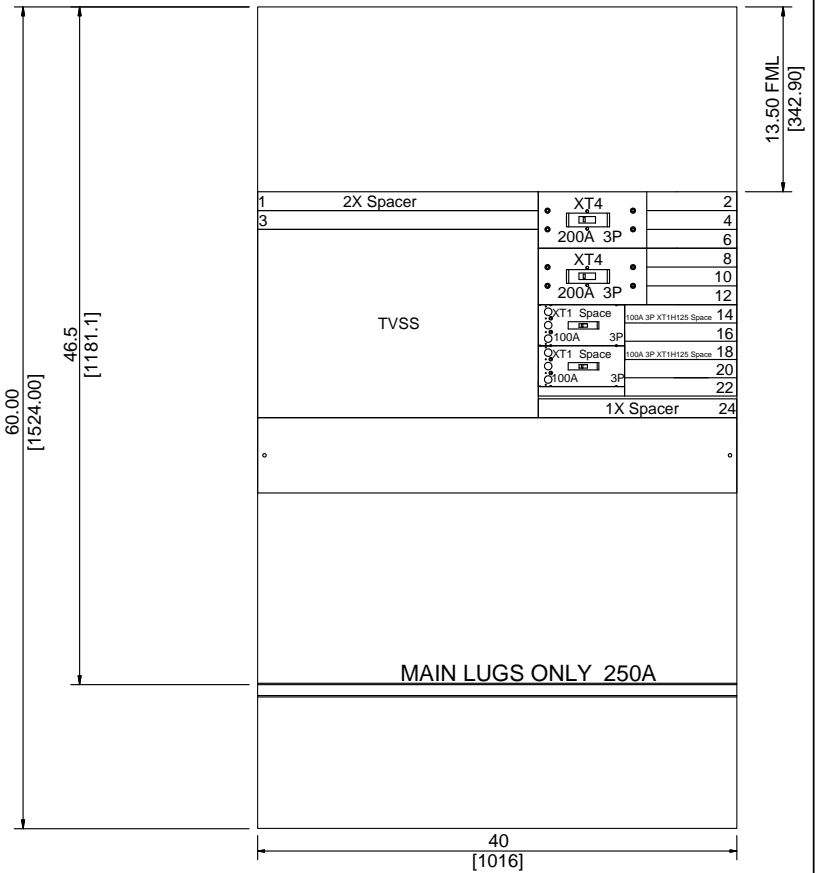
QTY	DESCRIPTION
1	Copper Bus Heat Rated
1	Grnd-Box bonded
1	Nameplates (75C141109P109)
1	ME, 65kA/mode, 130kA/phase

**BRANCH DEVICES**

QTY	AMPS/SENSOR/POLES	DESCRIPTION
2	200A /250A /3P	XT4HU3250FY8000XXX
2		Ekip Dip LSI
2		(1) 3/0 AWG - 350 MCM
2	100A /- /3P	Space XT1HU3100AYD000XXX
2		TMF

**BOM**

QTY	CAT #	DESCRIPTION
1	GDBG10AL	Ground
1	IN1602BL3H2	Bus
1	NL0410NSTNDAL	Neutral
1	ER6040R	Enclosure
1	IF1640F	Frame
1	FT40S00135	Front 1 of 2
1	FT40S00260	Front 2 of 2
1	GC40F16BLA	Gutter
1	BP40F	WirePost
1	SP277Y06X402	TVSS
3	LGML260A	MLO and/or FTL Kit
1	SR01BB	Spacer
1	SR02BF	Spacer
1	SR2XBF	Spacer
2	SRT1BB	Spacer



PANEL INFORMATION	
BOX	ER6040R
DIMENSIONS	60"X40"X14.5"

- FML - FRAME MOUNTING LOCATION.
  - DRAWING NOT TO SCALE.
  - DIMENSIONS ARE IN INCHES[mm].
- NEUTRAL CAN BE MOUNTED IN ANY CORNER

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS. NEUTRAL ARE PRESSURE LUGS.

PROJECT NAME : GRAND JUNCTION LINC-OLN PARK - EM SYSTEM  
 CUSTOMER: REXEL, GRAND JUNCTION



**Industrial Solutions by ABB**

PANEL ID: neXT Panel Assembled Interior  
 CREATED BY: Bearden, Jillian  
 DATE: 1/11/2022 4:18:48 PM  
 REVISION NO.

PRODUCT NAME: ReliaGear neXT PANELBOARD

DRAWING NO:  
 ITEM NO: 3  
 MARKS: GDB  
 QUOTE NO: UKA-00023925  
 SHEET: 1





## TERMS AND CONDITIONS

### *Policies and Conditions of Sale*

1. This proposal is offered subject to a duly executed Master Supply Agreement (MSA) between ABB and Customer, as applicable. If no duly executed MSA exists, ABB Inc. General Terms and Conditions of Sale apply. In the event of any conflict between (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale and these TERMS AND CONDITIONS, (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale shall prevail, in that order.
2. The customer (distributor or direct served customer, as applicable) warrants that there are no governmental contracting requirements or regulations that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms as have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Order must be released for manufacture within 90 days. If drawings are required, they must be returned approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason, the price will increase 1.5% for each partial/full month that shipment is delayed after the 90-day period.
5. For MV Transformers (including Padmount, Substation, & Power transformers), quotation expires in 30 calendar days unless terminated sooner by notice. Approval Orders: Prices are valid for units released for shipment within 30 days from the initial mailing date of approval drawings. If not, and/or shipment is delayed for any reason beyond 30 days, the price will be subject to change based on current market conditions. If approval extends beyond 30 days, pricing will be determined at time of release for agreed upon delivery.
6. Price(s) quoted are for estimated lead times given; expedited schedule may require additional charges.

### *Payment Terms*

1. Net 30 days or per Master Services Agreement with customer
2. For projects up to \$500,000 terms of payment are 100% upon invoicing.
3. If project value exceeds \$500,000 net, progress payments are required payable at the following milestones:
  - 20% upon delivery of drawings
  - 30% upon release of equipment
  - 50% upon shipment

### *Warranty*

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.

### *Order Cancellation - Schedule of Charges*

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 60% - Approved drawings returned. Job released for manufacture and shipment.
4. 80% - Material accumulated and production started.
5. 100% - Manufacturing completed.

### *Delivery and Transportation*

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling is allowed on orders of \$1500 net or more to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

### *Other Notes*

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.



Expiration Date: 02/10/22

### Quotation

**TO:**  
 EC ELECTRIC INCORPORATED  
 2535 W PINYON AVE  
 GRAND JUNCTION, CO 81505-6914

**Project Info:**  
 Project: Lincoln Park - Sport lighting adder  
 Job #: #GE-011122-513776  
 Bid Date: 01/11/22  
 Bid Time: 04:00 PM EST  
 Quoter: Jillian Bearden

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
PANEL FBHP	1		BREAKERS FOR SPROT LIGHTING	Unit	1,472.000/EA	1,472.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>  
 Full phone support at (888) 739-3577

**From:**  
 REXEL 3213 GRJ GRAND JUNCTION  
 Dave Irick 970-245-8682  
 559 SANDHILL LN  
 UNIT 500  
 GRAND JUNCTION, CO 81505-7104  
 Printed By: Jillian Bearden

<b>Total</b>	<b>1,472.00</b>
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**Notes**



Jim Burner: 970-433-3388  
 Ashley Sharon: 970-270-0575

1/19/2022  
 Lincoln Park  
 Shaw Construction

COR No. 4

Description of Work **Replace Curb, Gutter & Sidewalk**

## PROPOSAL

Burner Construction, LLC. proposes to supply all labor, materials and equipment to construct the foundations and to form, pour and finish related flatwork as identified in the plans and specifications listed below. This proposal is valid for 60 days from the above proposal date. This proposal is also based on a typical 5 day 40 hour work week.

Item Description	Qty.	Unit	Total
<b>SITE CONCRETE</b>			
Curb & Gutter	10.00	LF	\$ 684.00
4" Side walk w/ fiber	100.00	SF	\$ 1,032.00
O&P	10%		\$ 171.60

<b>Total Proposal:</b>	<b>\$ 1,887.60</b>
------------------------	--------------------

**ALTERNATE/OPTIONS**

Alternate	\$	-
Alternate	\$	-
Foundations Winter Charges & 2% NC Accelerator	\$	-
Slab-On-Grade Winter Charges & 2% NC Accelerator	\$	-
Slab-On-Deck Winter Charges & 2% NC Accelerator	\$	-
Site Concrete Winter Charges & 2% NC Accelerator	\$	56.00

**Qualifications:**

Plans dated:	<b>01/00/00</b>	
Number of Concrete pumps included for this project. Truck access is assumed for all site flatwork.		<b>0</b>
Number of Mobilization included in this project.		<b>3</b>

**Exclusions:**

Highlighted if Included in Proposal

Dirt grades +/-0.1" by others	Caulking	Excavation
Temporary Heat/Winter Protection	Vapor Barrier	Dewatering
Winter Charges & NC Accelerators	Insulation	Material testing
Grouting of baseplates	Light Pole Bases	Demolition
Work involved w/ MSE retaining walls	Colored Concrete	Helical piles
Moisture cure of slabs (we provide spray on only)	Stamped Concrete	Polishing
Rubber / epoxy / polished finish of slabs	Walk off mats	Flow Fill
Work involved w/ storm drain / site utilities (Vaults / Boxes / Culverts)	Concrete washout basin	
Embedded metal fabrications supplied by others (installed by us)	Utility Locates (public or private)	



Add Mixes not specifically identified on the drawings (e.g. Green Umbrella, Con Cure, Vapor Lock, Shrinkage & Testing)  
Surveying / Horizontal Control. (building corners to provided by others within the excavation).

**Submitted by**  
**Burner Construction LLC**



**Grand Junction City Council**

**Regular Session**

**Item #3.d.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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**Information**

**SUBJECT:**

Spring Cleanup - Clifton Pickup - Intergovernmental Agreement Between the City of Grand Junction and Mesa County

**RECOMMENDATION:**

Authorize the Mayor to sign an Intergovernmental Agreement (IGA) with Mesa County for the City to pick up a portion of the Clifton area as part of the 2022 Spring Cleanup Program.

**EXECUTIVE SUMMARY:**

The proposed agreement defines the partnership between Mesa County and the City of Grand Junction for the City to pick up a portion of the Clifton Area as part of the 2022 Spring Cleanup program. The City's 2022 Spring Cleanup Program is scheduled for April 4 through April 15. The IGA calls for the City to be reimbursed \$3,624/hour based on the estimated labor, equipment and contractors. Depending on participation rates from residents, the City has estimated the additional time to collect the area between 7 and 15 hours. Based on the estimated collection time, the City would receive between \$25,000 and \$54,000. Actual hours will be charged.

**BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction has provided a Spring Cleanup Program to residential customers for well over 100 years. Mesa County has piloted a similar program for the last two years for a portion of the Clifton area. Mesa County will be expanding their program again in 2022. In the area bounded by 31 Road on the west, 32 Road on the east, E ½ Road on the north and the Colorado River on the south (AREA), the City has annexed all new development over the last 25 years and therefore already operates its Spring Cleanup Program in approximately 1/3 of the area.

In the interest of providing more effective and efficient government service, Mesa County has requested the City pick up the subject area.

The purpose of the IGA is to establish the lines of communications and responsibility for the various work items necessary for the program addition. The IGA also establishes for Mesa County to reimburse the City on a per hour basis.

The City's 2022 Spring Cleanup Program is scheduled for April 4 through April 15.

Approximately 1600 residential addresses within the area are within Mesa County jurisdiction and are proposed to be added to the City's 2022 program. Consistent with the City's program, apartments and manufactured home parks and other residential properties that are served off private streets are not be eligible for the program. Similarly, commercial/industrial properties are also not eligible.

The City proposes to pick up the area the week of April 11, weather permitting.

**FISCAL IMPACT:**

The City will pick up and haul to the Mesa County transfer facility at 3215 D Road. Mesa County will be responsible for the transfer of materials at 3215 D Road, haul off to the landfill and tipping fees. The IGA calls for the City to be reimbursed \$3,624/hour based on the estimated labor, equipment, and contractors as identified in Attachment C of the IGA. Depending on participation rates from residents, the City has estimated the additional time to collect the area between 7 and 15 hours. Based on the estimated collection time, the City would receive between \$25,000 and \$54,000. Actual hours will be charged.

Although the City's cost to the Clifton area described will be fully reimbursed, we will add the spending authority to the upcoming supplemental appropriation of \$54,000.

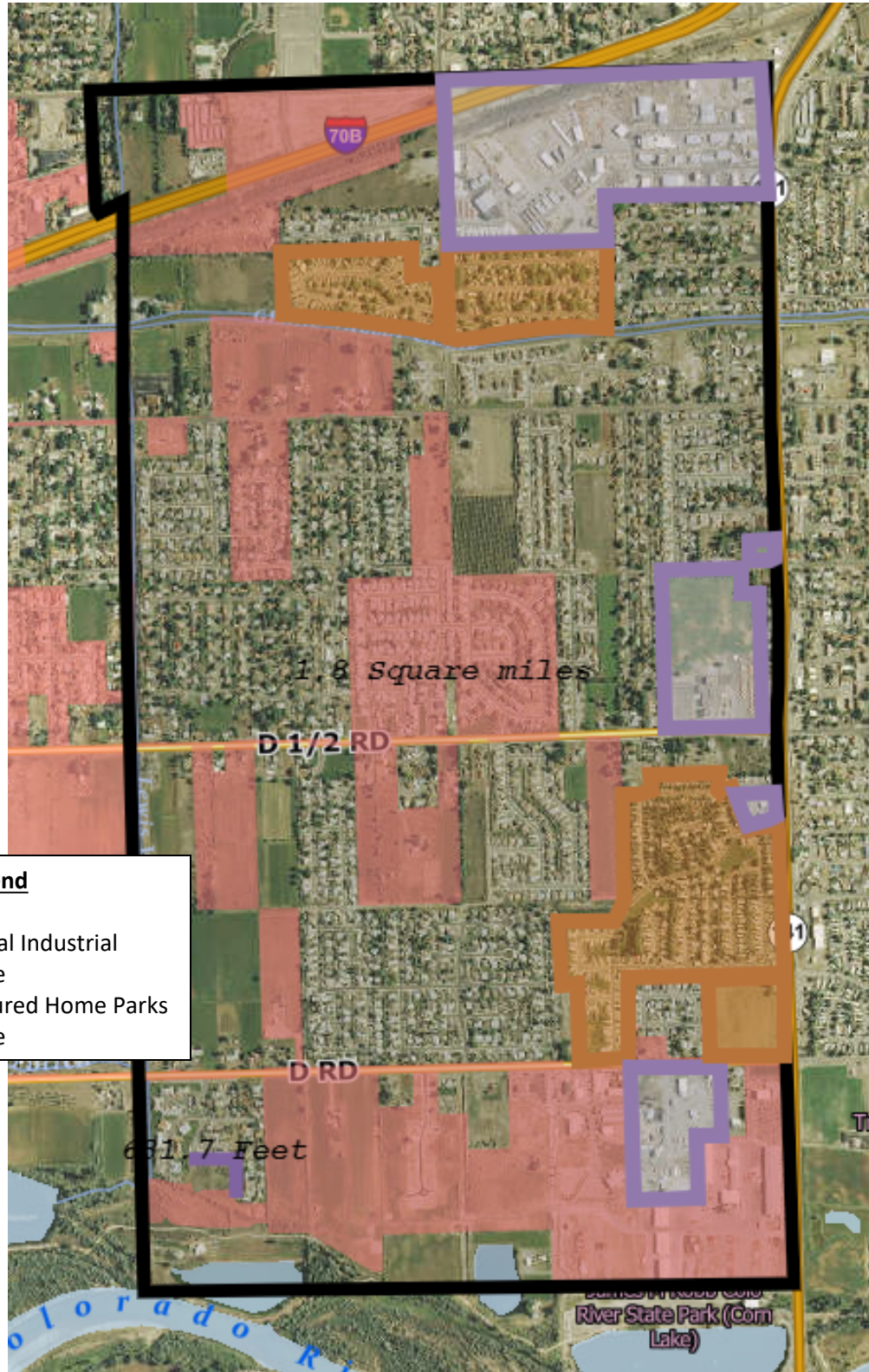
**SUGGESTED MOTION:**

I move to (approve/deny) the request for the Mayor to sign an Intergovernmental Agreement with Mesa County for the City to pickup a portion of the Clifton Area as part of the 2022 Spring Cleanup Program.




**Attachments**

1. IGA Spring Cleanup Clifton Pickup Attachments
2. AGR-Expand Spring Cleanup to Mesa County 021022

Attachment A – AREA



**Legend**

-  City Limits
-  Commercial Industrial not eligible
-  Manufactured Home Parks not eligible

ATTACHMENT B – BROCHURE

# 2022

ANNUAL

## Spring Clean-Up Program


*A service for City  
residential properties*

**If you live in the City Limits -  
north of North Avenue**  
your items need to be out by  
**7 a.m. on April 4, 2022**

---

**If you live in the City Limits -  
south of North Avenue**  
your items need to be out by  
**7 a.m. on April 11, 2022**  
(including annexed areas of Orchard Mesa & the Redlands)

DO NOT put your items out before MARCH 29, 2021.  
Any items out before this date are subject to a notice of  
violation and a possible \$1,000 fine.



Public Works  
333 West Avenue, Bldg. A  
Grand Junction, CO 81409

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**Electronic & Hazardous Waste Disposal**  
The Mesa County Landfill does not accept electronic waste (E-Waste) or other hazardous wastes. This means these items cannot be thrown away in your household garage or left out for the Spring Clean-Up Program.

**E-Waste**  
The majority of electronic devices contain some amount of lead, mercury and cadmium – all of which can be potentially hazardous to the environment when not properly managed. For a list of these devices, please see the section on “Items We Will Not Pick-up.”

The following locations will safely dispose of E-Waste for a small fee:

**Mesa County Hazardous Waste Facility**  
3071 US Highway 50  
*Please see website or call for details*  
[www.mesacounty.us/swm](http://www.mesacounty.us/swm)  
(970) 257-9336 or (970)-256-9543

**Waste Management**  
1227 Winters Avenue  
*Please see website or call for details*  
[www.wm.com](http://www.wm.com)  
(970) 243-4345

**Hazardous Waste**  
Products that are corrosive, explosive, flammable and toxic are considered hazardous waste. This long list of products may include some items you have in your house or garage. Most products will have “signal words” on the label like DANGER, CAUTION, WARNING and POISON. For a list of these devices, please see section on “Items We Will Not Pick-up.”

To properly dispose of these items, please contact the **Mesa County Hazardous Waste Facility** (970) 257-9336 or (970) 256-9543.



**What is Spring Clean-Up?**

Since the early 1900's the City has conducted an annual clean-up program to help residents get rid of yard waste and unusable items from households. It is our most popular residential program!

**Where to Place Your Pile**

Place your items in ONE pile, in the street, up against the gutter, in front of **YOUR** house.

If your house is in an area with no on-street parking, you will receive a separate notification on where to place your items.

**Only YOUR items should be in front of YOUR house!**

**Consider Donating**

Instead of sending your items to the landfill, why not donate them? Several local charitable organizations can benefit from the donation of reusable items. For a list of local charitable organizations visit our website:

[www.gjcity.org](http://www.gjcity.org)



**Helpful Hints**

- Items can be set out as early as March 28, 2022
- Items should be out by 7 a.m. the Monday of your scheduled week - City crews move quickly and will not be able to return to an area once they have already been through it
- Piles should be located on the street, in the gutter, in front of your house
- Keep piles separate from your household trash containers or other items you do not want removed
- To avoid property damage, place items at least 3-feet away from buildings, fences, mailboxes, etc. - the City is not responsible for damage to these structures
- Do not set debris on private property such as driveways and lawns
- Do not put out hazardous waste or e-waste of any kind
- Do not combine piles with your neighbors - any residence with a pile of debris that is over one dump-truck load (approximately 10 cubic yards) will be charged \$150 per load.

**Items We Will Not Pick Up**

Banned by Landfill:		E-Waste:	
<ul style="list-style-type: none"> <li>• Tires</li> <li>• Asphalt Rubble</li> <li>• Concrete Rubble</li> <li>• Engines</li> <li>• Fuel Tanks</li> <li>• Gas/Air Cylinders</li> <li>• Items longer than 6 ft. in length</li> <li>• Microwaves</li> <li>• Lawn Mowers</li> </ul>	<ul style="list-style-type: none"> <li>• Refrigerators</li> <li>• Freezers</li> <li>• Air Conditioners</li> <li>• Liquids of any kind</li> <li>• Antifreeze</li> <li>• Oil</li> <li>• Grease</li> <li>• Gasoline/Diesel</li> <li>• Paint/Stain</li> <li>• Batteries</li> </ul>	<ul style="list-style-type: none"> <li>• Cell Phones/PDA's</li> <li>• Televisions/Monitors</li> <li>• VCR/DVD Players</li> <li>• Printers/Copiers</li> <li>• Scanners/Fax Machines</li> <li>• Cameras/Camcorders</li> <li>• Computers/CPU's</li> <li>• Keyboards</li> <li>• Gaming Consoles</li> <li>• MP3 Players/iPods</li> </ul>	

For a small fee, any Mesa County resident can dispose of tires (year-round) at the Mesa County Landfill.

Call (970) 241-6846 for details.

For more information visit our website

[www.gjcity.org](http://www.gjcity.org)

or call the

Spring Clean-Up Hotline

(970) 256-4111

For the latest program information

# ATTACHMENT C – City Hourly Cost Estimate

City of Grand Junction  
 Department of Public Works  
 Streets/Stormwater Division

**Project:** Spring Cleanup  
**Subject:** Expansion to Clifton / hourly cost for pickup

Position	Classification	Qty	Rate (Step 5 avg)	Burdened	Overtime	Extended/ Hour	Comments
<b>Crews</b>							
<b>10 crews of 1 skid steer and 3 trucks - total of 30 trucks (19 contract)</b>							
Crew Leader		10	\$ 29.67	30%	1.5	\$ 578.57	
Equip Operator		11	\$ 24.33	30%	1.5	\$ 521.88	
Contract Skid Steers		8	\$ 45.83			\$ 366.67	
City Skid Steers		2	\$ 18.00			\$ 36.00	depreciation, fuel, maint
Contract Trucks (with drivers)		19	\$ 86.89			\$ 1,650.89	
City Trucks		11	\$ 30.00			\$ 330.00	depreciation, fuel, maint
<b>Other</b>							
Traffic Control	Equipment Operator	3	\$ 24.33	30%	1.5	\$ 142.33	
<b>Total operations</b>		<b>47</b>				<b>\$ 3,626.33</b>	<b>does not incl rolloff/sweeping / mattresses</b>

Skid Steers	Days	Hrs/Day	Contract/hr	Skid Steers	\$/hour
\$ 33,000.00	9	10	\$ 367	8	\$ 45.83 per hour per contracted skid steer
			\$ 60	2	\$ 18.00 per hour per skid steer
Trucks	Days	Hrs/Day	Contract/hr	Trucks	\$/hour
\$ 148,580.00	9	10	\$ 1,651	19	\$ 86.89 per hour per contracted truck (truck, driver, fuel)
			\$ 330	11	\$ 30.00 per hour per City truck (truck and fuel only)

<b>Not included</b>							
Roll Off Site Supervisor	Crew Leader	2	\$29.67	30%	1.5	\$ 115.71	
Front End Loader	Equipment Operator	2	\$ 24.33	30%	1.5	\$ 94.89	
City Front End Loader		2	\$ 25.00			\$ 50.00	depreciation, fuel, maint
Street Sweeping	Specialty Equip Oper	3	\$ 26.88	30%	1.5	\$ 157.25	
Sweeper		3	\$ 55.00			\$ 165.00	depreciation, fuel, maint
Mattress Pickup Crew	Equipment Operator	3	\$ 26.88	30%	1.5	\$ 157.25	
Pickup/trailer		1	\$ 14.00			\$ 14.00	depreciation, fuel, maint

1 INTERGOVERNMENTAL AGREEMENT  
2 REGARDING CITY COLLECTION AND TRANSPORTATION OF CERTAIN SOLID WASTES IN MESA  
3 COUNTY COLORADO  
4

5 This Intergovernmental Agreement Regarding City Collection and Transportation of Certain Solid Wastes in Mesa  
6 County, Colorado ("IGA" or "Agreement"), is hereby made and entered into this \_\_\_ day of \_\_\_\_ 2022, by and  
7 between the City of Grand Junction ("City") and the County of Mesa ("County") for the purposes of the City collecting  
8 and hauling, for the benefit of the County and certain of its residents, but not disposing, certain solid wastes in Mesa  
9 County, Colorado. The City and the County shall hereafter be referred to collectively as the "Parties," or individually  
10 as a "Party."

11 RECITALS

12 The City has provided an annual Spring cleanup program ("Program") to City residents for well over 100 years. In  
13 2020 and 2021 the County piloted a similar program for certain residences in the Clifton area in unincorporated Mesa  
14 County. The County intends on expanding its 2021 effort in 2022. The area proposed by the County for the City to  
15 provide Program services in 2022 is the area bounded by 31 Road on the West, 32 Road on the East, E½ Road on the  
16 North and the Colorado River on the South ("AREA") as shown on Attachment A to this Agreement.

17 Since 1998, and because the City has annexed new development the jurisdictional limits of the City and County are  
18 irregular, and accordingly the City provides Program services in approximately 1/3 of the AREA. The City and  
19 County have agreed that it is in their mutual best for the County to contract with the City to provide more effective  
20 and efficient government services to certain of the County residents residing in the AREA.

21 The City's 2022 Program is scheduled for April 4 - April 15 with the approximately 1600 residential addresses within  
22 AREA being added to and served by, as provided by this IGA, the City's Program. The City's service of the AREA,  
23 as defined herein and in accordance with the terms hereof, will commence on and after April 11, 2022.

24 Colorado law expressly endorses "local efforts . . . focused toward the reduction of the volume . . . of the waste stream  
25 . . . through source reduction, recycling, composting, and similar waste management strategies," and also recognizes  
26 that "improper disposal of solid wastes poses significant public health risks and environmental hazards" (C.R.S. 30-  
27 20-100.5(d)(III)). And, pursuant to C.R.S. 31-15-401 and Article XX, Section 6 of the Colorado Constitution and  
28 other applicable authority, the Parties acknowledge and agree that pursuant to C.R.S. 29-1-201 *et. seq.*, as amended,  
29 and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any  
30 function, service or facility lawfully authorized to contract for, and once made to enforce this IGA for the purposes of  
31 and to the ends stated herein.

32 AGREEMENTS OF THE PARTIES

33 Purpose.

34 The purpose of this IGA is to memorialize the Parties' agreement to cooperate in the development and implementation  
35 of a neighborhood Spring cleanup program ("Program") by and with which the City will provide certain Program  
36 services to certain residences in the Clifton area in unincorporated Mesa County. The area to be served by the City is  
37 the area bounded by 31 Road on the West, 32 Road on the East, E ½ Road on the North and the Colorado River on  
38 the South ("AREA") as shown on Attachment A to this Agreement.

39 The City's 2022 Program is scheduled for April 4 - April 15 with approximately 1600 residential addresses within  
40 AREA being served by, as provided by this IGA, the Program services.

41



42 Definitions.

43 The term "Solid Waste" for purposes of this Agreement shall mean those allowed items and materials, (see, Attachment  
44 B to this Agreement) appropriately placed and discarded by certain residential properties located within the AREA.  
45 "Solid Waste" shall exclude those items and materials prohibited by Attachment B, including, liquid wastes, sewage,  
46 sewage sludge, septic tank or cesspool pumping's, and/or industrial by-products or waste; materials handled at  
47 facilities licensed pursuant to the provisions on radiation control in C.R.S. Title 25; exploration and production wastes  
48 as defined in C.R.S. 34-60-103(4.5); electronics/circuit boards (E-waste); discarded or abandoned vehicles or parts  
49 thereof, including but not limited to tires; residential appliances; fertilizer(s) and/or materials used as fertilizers or for  
50 other productive purposes; household hazardous wastes; and hazardous materials as defined in the rules and  
51 regulations adopted by the Hazardous Materials Transportation Act of 1987.

52 The term "Transfer Station" shall mean a parcel of land at which solid waste, awaiting transportation to the Mesa  
53 County landfill, may be deposited by the City and transferred from trucks for stockpiling and/or for collection,  
54 containerization or processing. (see, C.R.S. 30-20-101 (8)).

55 Unless otherwise defined herein or as may be in conflict with the terms and intent of this IGA, all terms shall have the  
56 same meaning as provided in Section C.R.S. 30-20-101 *et. seq.*,

57 General Provisions.

58 Mesa County is and shall be solely responsible for notification, in a form(s) determined by it, of eligible residents  
59 within the AREA. Information to be provided shall be similar or equal to that provided in Attachment B to this  
60 Agreement. City Program services will not include street sweeping and the City will not pick up or haul mattresses.

61 All commercial/Industrial properties within the AREA are ineligible for Program Services.

62 Apartments and manufactured home parks, and other residential properties within the AREA that are served off of  
63 private streets are ineligible for Program services.

64 The City will procure and provide all necessary equipment, labor and traffic control to perform the Program services.  
65 To the extent necessary or required this IGA shall serve as a permit, license and authorization for the City to use and  
66 occupy County streets and roads and the Transfer Station location. Furthermore, the City is authorized to regulate and  
67 control traffic, during the conduct and delivery of Program services, as necessary or required to perform the Program  
68 services.

69 The County shall provide the City at no cost a secure Transfer Station location. The County shall be solely responsible  
70 for applying for and securing zoning and/or other permitting necessary for lawful use by the City of the Transfer  
71 Station location. The County has identified and proposed the Transfer Station location to be located at 3215 D Road,  
72 Mesa County, Colorado. The City has inspected the proposed location and no objection to the siting of the Transfer  
73 Station at 3125 D Road. If the Transfer Station is not located at 3125 D Road, then the City may reasonably object  
74 and the County shall remedy such objection or in the event the City's objection is not remedied, this IGA shall be  
75 terminated and shall be rendered null, void and of no effect.

76 The County agrees that any Transfer Station location must be no less than 30,000 total square feet of unobstructed  
77 land area with a space designated for City Solid Waste collected in the AREA and a space designated for County solid  
78 waste collected in the AREA. The discrete spaces are required and shall be maintained so that the Parties may  
79 accurately determine tipping fees to be paid respectively by the City and the County. The City space shall be no less  
80 than 150 ft x 200 ft. The City agrees that it will temporarily improve the Transfer Station location with milled asphalt  
81 surfacing. The County shall be responsible at no cost to the City to a) construct a fence or other barrier to maintain  
82 discrete and secure City and County spaces and b) restore the Transfer Station location to the condition required by  
83 its lease or license agreement with the owner of Transfer Station location.

84 The County agrees that it shall pay for and otherwise be responsible to load and transport roll-off containers from the  
85 transfer site at 3215 D Road to the Mesa County landfill. The County shall pay any and all tipping fees associated  
86 with the Solid Waste collected from the AREA and transported by the City to the Transfer Station.

87 The County agrees to pay the City \$3,624.00/hour billed for labor, equipment and contractors as identified in  
88 Attachment C to this Agreement (“2022 Rate.”) The City has estimated that the Program will require 7-15 hours.  
89 Actual hours will be charged at the 2022 Rate with partial hours of greater than a one-half hour being billed and paid  
90 as full hours.

91 Entire Agreement.

92 This IGA, together with the Attachments, constitutes the entire agreement and understanding between the Parties on  
93 the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this  
94 IGA, except for other written agreements and understandings referred to herein.

95 Modifications.

96 No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained,  
97 shall be valid unless the modification(s) is(are) approved in writing by each Party.

98 Third Party Beneficiaries.

99 It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and  
100 actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall  
101 give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties  
102 that any person or entity, other than the Parties, receiving Program services arising from the City’s performance of  
103 this IGA shall be deemed to be an incidental beneficiary only.

104 Applicable Law; Governing Law; Venue.

105 The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations. This IGA  
106 shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action  
107 concerning this IGA or the matters provided for herein shall be proper solely in the Mesa County District Court.

108 Governmental Immunity.

109 Neither Party intends to waive, expressly or impliedly, by any provision of this IGA, the monetary limits or any other  
110 rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*,  
111 as amended or any other privilege or immunity provided by law.

112 Appropriation of Funds.

113 Notwithstanding anything herein to the contrary, the obligations of each Party under this IGA shall be, where  
114 appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to perform the  
115 obligations provided herein. In the event that sufficient funds are not appropriated by either Party, as required  
116 hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall  
117 rendered null, void and of no effect.

118 No obligation provided in this IGA is intended to be, or shall be interpreted as, a multiple year direct or indirect debt  
119 or other financial obligation whatsoever within the meaning of the Colorado Constitution or laws of the State of  
120 Colorado.

121 Indemnification by the County.

122 To the extent authorized by law the County will indemnify and defend the City, its officers, employees, insurers, and  
123 self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including,  
124 without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage,  
125 or any other loss of any kind whatsoever, arising out of or in any manner connected with performance of the work  
126 contemplated by this IGA and the County's administration and enforcement of, or arising out of or in any manner  
127 connected with this IGA, except to the extent such liability, claim or demand arises through the willful or wanton act  
128 or omission of the City, its officers, employees, or agents. To the extent indemnification is required under this IGA,  
129 the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability,  
130 claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and  
131 attorney fees. The County's indemnity obligation under this Section shall survive the termination of this IGA, and  
132 shall be fully enforceable thereafter, subject to any applicable statute of limitation.

133 Indemnification by the City.

134 To the extent authorized by law the City will indemnify and defend the County, its officers, employees, insurers, and  
135 self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including,  
136 without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage,  
137 or any other loss of any kind whatsoever, arising out of or in any manner connected with performance of the work  
138 contemplated by this IGA and the City's administration and enforcement of, or arising out of or in any manner  
139 connected with this IGA, except to the extent such liability, claim or demand arises through the willful or wanton act  
140 or omission of the County, its officers, employees, or agents. To the extent indemnification is required under this IGA,  
141 the City agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability,  
142 claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and  
143 attorney fees. The City's indemnity obligation under this Section shall survive the termination of this IGA, and shall  
144 be fully enforceable thereafter, subject to any applicable statute of limitation.

145 Insurance.

146 The City shall require its contractors to provide insurance, with the coverages the City requires for its Program, to be  
147 applicable to the County as *Additional Named Insureds*.

148 Waiver.

149 The failure of either Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any right(s)  
150 conferred by or under the IGA.

151 Dispute Resolution and Attorney's Fees.

152 Any dispute(s) arising out of or under this IGA is(are) subject to a good faith attempt by the Parties to settle and resolve  
153 the dispute by mutual agreement, followed by submission of the dispute to the Mesa County Board Chair and the  
154 President of the City Council to jointly act as a mediator. If a dispute(s) remains unresolved following mediation,  
155 then either Party may proceed to have the dispute(s) resolved pursuant to litigation.

156 If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs,  
157 including the value of the services of in-house counsel.

158 Paragraph Headings.

159 Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed  
160 upon this IGA.

161 Binding Effect.

162 This Agreement is binding upon and inures to the benefit of the Parties and their respective successor governing  
163 boards.

164 Approval by the Mesa County Board of Commissioner and the Grand Junction City Council.

165 In accordance with C.R.S. 29-1-203(1) this IGA will not become effective unless and until it has been approved by  
166 the Mesa County Board of Commissioners and the Grand Junction City Council, or by such persons with the authority  
167 to approve the IGA on behalf of each of the City and the County.

168 Counterparts.

169 This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute  
170 one and the same instrument.

171 IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this  
172 Intergovernmental Agreement Regarding the City Collection and Transportation of Certain Solid Wastes in Mesa  
173 County, Colorado, effective as of the date of the last signature shown below.

174 MESA COUNTY

175

176 \_\_\_\_\_  
177 Cody Davis, Chair  
178 Mesa County Board of Commissioners  
179

\_\_\_\_\_  
ATTEST: Tina Peters, County Clerk  
Date: \_\_\_\_\_

180

181 CITY OF GRAND JUNCTION

182

183 \_\_\_\_\_  
184 C.B. McDaniel, President of City Council  
185 Grand Junction City Council  
186

\_\_\_\_\_  
ATTEST: Laura Bauer, Interim City Clerk  
Date: \_\_\_\_\_

187



**Grand Junction City Council**

**Regular Session**

**Item #3.e.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine

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**Information**

**SUBJECT:**

Contract to Purchase Grand Junction CRI

**RECOMMENDATION:**

Staff recommends the purchase of Grand Junction CRI.

**EXECUTIVE SUMMARY:**

The City of Grand Junction's Solid Waste and Recycling enterprise fund is currently under a contract with Grand Junction Curbside Recycling Indefinitely (GJ CRI) to provide residential curbside recycling. The current owners of GJ CRI may step away from the business, leaving the opportunity for the City to take full ownership of the company.

Because the City already funds the operation through annual contract payments, taking ownership of the company will provide operational efficiencies and expanded recycling opportunities for the community.

The cost to purchase GJ CRI is \$389,636.50.

**BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction began its partnership with GJ CRI when City Council adopted the curbside recycling pilot program in 1992. In 2007, the City entered into a 10-year funding agreement with GJ CRI that guaranteed the City would furnish the premises to operate the business and pay for all of the labor, technical, administrative and professional services, and all supplies, materials, equipment, office functions and any other resources required to perform the curbside recycling program. All money derived from the sale of commodities collected at the curb is returned to the City to help

offset program costs.

At the expiration of the contract, the owners of GJ CRI exercised the 10-year renewal option and the contract is now in place through 2027. Recently, however, the founders and current owners, Steve and Elaine Foss, have communicated their desire to step away from the operation, leaving the opportunity for the City to take full ownership of the company. Taking ownership of the company will provide operational efficiencies and expanded recycling opportunities for the community.

By contract, each year GJ CRI and City staff meet to finalize the budget for the next years' operation. The agreed upon amount in 2021 was \$800,604, however a budget agreement for 2022 has not been reached. If the ownership is transferred to the City, all 11 current GJ CRI employees would have the opportunity to apply for these positions through an internal hiring process.

**FISCAL IMPACT:**

The 2022 Solid Waste budget includes \$824,625 for the 2022 planned contract payment to GJ CRI. If the recycling operation is purchased, the amount required for the purchase is within this amount in the 2022 Adopted Budget. A future supplemental appropriation would be required for the operations, once those costs are established.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Manager to enter into a contract to purchase Grand Junction Curbside Recycling Indefinity for \$389,636.50.

**Attachments**

1. Final Schedules with Attachments - AGR-CRI Asset Purchase Agreement (2)
2. AGR-CRI Asset Purchase Agreement 021522
3. RES-GJ CRI 021522

**Schedule “1(a)(i)”**  
**Furniture, Fixtures and Equipment**

See “Asset Short Report”, attached hereto, with a run date of 09/27/21, with handwritten insertions and deletions reflected thereon. This list has been reviewed, revised and accepted by the Parties.

Asset Short Report

Group	Date in Service	Property Description	Tax-Meth Conv	Tax Period	Tax Cost	Total Sec 179 Expense	Tax CY Sec 179 Expense	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr
<b>Group: 2000-BUILDINGS</b>											
2000-BUILDINGS	3/23/09	COVERALL CANVAS BUILDING	150DBHY	15.0	25,296.00	0.00	0.00	12,648.00	21,935.15	746.86	22,682.01
2000-BUILDINGS	6/15/11	DECK ADDITION ON SOUTH END	150DBMQ	15.0	4,175.00	0.00	0.00	2,097.77	2,997.77	247.41	2,845.18
		2000-BUILDINGS			29,471.00	0.00	0.00	15,245.77	24,932.92	994.27	25,927.19
<b>Group: 2050-COMPUTER EQUIPMENT</b>											
2050-COMPUTER EQ	1/14/11	LAPTOPS (1 OF 2) <i>for lease system</i>	200DBMQ	5.0	708.95	0.00	0.00	708.95	708.95	0.00	708.95
2050-COMPUTER EQ	6/25/13	HP ENVY COMPUTER	200DBHY	5.0	1,134.21	0.00	0.00	0.00	1,134.21	0.00	1,134.21
2050-COMPUTER EQ	7/6/14	R/R GIGI COMPUTER SYSTEM	200DBHY	5.0	1,809.88	0.00	0.00	0.00	1,809.88	0.00	1,809.88
		2050-COMPUTER EQUIPMENT			3,653.04	0.00	0.00	708.95	3,653.04	0.00	3,653.04
<b>Group: 2100-OFFICE EQUIPMENT - Kenise Mitchell - Attachments copies on email</b>											
2100-OFFICE EQUIP	5/01/97	OFFICE EQUIPMENT TRANSFER	200DBHY	7.0	3,710.01	0.00	0.00	0.00	3,710.01	0.00	3,710.01
2100-OFFICE EQUIP	12/26/96	PERKINS PRINTER-8568MTTS	200DBHY	5.0	1,586.62	0.00	0.00	0.00	1,586.62	0.00	1,586.62
2100-OFFICE EQUIP	7/02/10	NEW PHONE SYSTEM	200DBHY	7.0	6,446.40	0.00	0.00	0.00	6,446.40	0.00	6,446.40
2100-OFFICE EQUIP	9/27/11	POWER POINT PROJECTOR	200DBMQ	5.0	376.76	0.00	0.00	376.76	376.76	0.00	376.76
		2100-OFFICE EQUIPMENT			12,059.19	0.00	0.00	376.76	12,059.19	0.00	12,059.19
<b>Group: 2150-EQUIPMENT - 6 Trippen (New) \$32,037</b>											
2150-EQUIPMENT	6/09/96	EX-608-BALER	200DBHY	7.0	36,236.00	0.00	0.00	0.00	36,236.00	0.00	36,236.00
2150-EQUIPMENT	12/01/98	CR-MECH IN GROUND CONVEYO	200DBHY	7.0	20,000.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00
2150-EQUIPMENT	6/30/99	PLASTICS BLOWER	200DBHY	7.0	784.17	0.00	0.00	0.00	784.17	0.00	784.17
2150-EQUIPMENT	7/25/99	STEEL TANKS	200DBHY	5.0	2,857.68	0.00	0.00	0.00	2,857.68	0.00	2,857.68
2150-EQUIPMENT	12/05/06	CONCRETE BARRIERS 4	200DBHY	7.0	453.25	0.00	0.00	0.00	453.25	0.00	453.25
2150-EQUIPMENT	6/30/07	WELDING EQUIPMENT	200DBHY	7.0	380.62	0.00	0.00	0.00	380.62	0.00	380.62
2150-EQUIPMENT	6/30/07	FORKA DOCK X2	200DBHY	7.0	9,500.00	0.00	0.00	0.00	9,500.00	0.00	9,500.00
2150-EQUIPMENT	6/30/07	REGENERATION UNIT - <i>slap coats</i>	200DBHY	7.0	1,757.00	0.00	0.00	0.00	1,757.00	0.00	1,757.00
2150-EQUIPMENT	6/30/07	PNEUMATIC CONVEYOR	200DBHY	7.0	3,490.00	0.00	0.00	0.00	3,490.00	0.00	3,490.00
2150-EQUIPMENT	6/30/07	CONTAINER BUILDING CONVEY	200DBHY	7.0	11,837.20	0.00	0.00	0.00	11,837.20	0.00	11,837.20
2150-EQUIPMENT	6/30/07	4823 CONVEYOR	200DBHY	7.0	21,975.00	0.00	0.00	0.00	21,975.00	0.00	21,975.00
2150-EQUIPMENT	6/30/07	OTTO INDUSTRIES CURBSIDE BIN	200DBHY	7.0	5,064.13	0.00	0.00	0.00	5,064.13	0.00	5,064.13
2150-EQUIPMENT	6/30/07	FIRE SUPPRESSION PUMP AND HC	200DBHY	7.0	1,121.23	0.00	0.00	0.00	1,121.23	0.00	1,121.23
2150-EQUIPMENT	6/30/07	CONTAINER BIN	200DBHY	7.0	5,152.71	0.00	0.00	0.00	5,152.71	0.00	5,152.71
2150-EQUIPMENT	6/30/07	VACUUM	200DBHY	7.0	1,023.46	0.00	0.00	0.00	1,023.46	0.00	1,023.46
2150-EQUIPMENT	6/30/07	SHOPS EQUIPMENT	200DBHY	7.0	227.98	0.00	0.00	0.00	227.98	0.00	227.98
2150-EQUIPMENT	6/30/07	25000-SAWBLADES	200DBHY	7.0	25,296.26	0.00	0.00	0.00	25,296.26	0.00	25,296.26
2150-EQUIPMENT	7/02/08	7/3CAM STYLE HOPPERS/SELF TIP	200DBHY	7.0	9,972.00	0.00	0.00	0.00	9,972.00	0.00	9,972.00
2150-EQUIPMENT	10/09/08	SC15 CONVEYOR	200DBHY	7.0	10,650.00	0.00	0.00	0.00	10,650.00	0.00	10,650.00
2150-EQUIPMENT	3/11/09	S10 CONVEYOR	200DBHY	7.0	8,150.00	0.00	0.00	0.00	8,150.00	0.00	8,150.00
2150-EQUIPMENT	4/09/09	SAFETY UPGRADES	200DBHY	7.0	6,185.05	0.00	0.00	0.00	6,185.05	0.00	6,185.05
2150-EQUIPMENT	8/06/09	PROCESSING PLATFORM-REMOV.	200DBHY	7.0	14,947.16	0.00	0.00	0.00	14,947.16	0.00	14,947.16
2150-EQUIPMENT	10/07/09	TRANSFER CONVEYOR	200DBHY	7.0	1,795.00	0.00	0.00	0.00	1,795.00	0.00	1,795.00
2150-EQUIPMENT	11/20/12	2007 JOHN DEERE SKID STEER	200DBHY	7.0	25,269.24	0.00	0.00	0.00	25,269.24	0.00	25,269.24
2150-EQUIPMENT	11/20/12	PHOTOVOLTAIC SYSTEMS	200DBHY	5.0	25,011.00	0.00	0.00	0.00	21,259.35	0.00	21,259.35
2150-EQUIPMENT	11/20/12	SELF TIPPING CONTAINERS (INCL	200DBMQ	7.0	18,297.50	0.00	0.00	18,297.50	18,297.50	0.00	18,297.50
2150-EQUIPMENT	11/20/12	(25) 300 GALLON TOWERS	200DBHY	7.0	6,492.48	0.00	0.00	0.00	6,492.48	0.00	6,492.48
2150-EQUIPMENT	11/20/12	TRANSFER-PORTAL	200DBHY	7.0	17,822.00	0.00	0.00	0.00	17,822.00	0.00	17,822.00

- \$29,598 in 2017 - two (2) New Doosan Forklifts  
all next page



Group	Date In Service	Property Description	Tax-Meth Conv	Tax Period	Tax Cost	Total Sec 179	Tax CY Sec 179 Expense	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Dopr
<b>Group: 2150-EQUIPMENT (continued)</b>											
2150-EQUIPMENT	2/09/15	OCC RACK #2 FOR TUNDRA	200DBHY	7.0	3,606.25	0.00	0.00	1,803.13	3,203.94	160.92	3,364.86
2150-EQUIPMENT	12/18/17	FORKLIFT B	200DBHY	7.0	29,598.37	0.00	0.00	29,598.37	29,598.37	0.00	29,598.37
2150-EQUIPMENT	12/29/17	FORKLIFT A	200DBHY	7.0	29,598.37	0.00	0.00	29,598.37	29,598.37	0.00	29,598.37
2150-EQUIPMENT	9/14/20	2020 SKID STEER	200DBHY	7.0	48,835.81	0.00	0.00	48,835.81	0.00	48,835.81	48,835.81
		<b>2150-EQUIPMENT</b>			<b>403,497.92</b>	<b>231,189.80</b>	<b>0.00</b>	<b>128,133.18</b>	<b>350,508.15</b>	<b>48,996.73</b>	<b>399,504.88</b>
<b>Group: 2200-FURNITURE &amp; FIXTURES</b>											
2200-FURNITURE & I	1/2/10	STEVES DESK	200DBHY	7.0	2,028.12	2,028.12	0.00	0.00	2,028.12	0.00	2,028.12
2200-FURNITURE & I	1/21/10	KENMORE WASHER & DRYER (ST	200DBHY	7.0	947.12	947.12	0.00	0.00	947.12	0.00	947.12
2200-FURNITURE & I	2/01/10	FILE DRAWER	200DBHY	7.0	279.89	279.89	0.00	0.00	279.89	0.00	279.89
2200-FURNITURE & I	2/11/10	OFFICE FURNITURE	200DBHY	7.0	900.00	900.00	0.00	0.00	900.00	0.00	900.00
2200-FURNITURE & I	2/11/10	DESK AND CABINETS	200DBHY	7.0	1,115.22	1,115.22	0.00	0.00	1,115.22	0.00	1,115.22
2200-FURNITURE & I	2/15/10	FURNITURE FROM HOLMAN HOU	200DBHY	7.0	1,289.26	1,289.26	0.00	0.00	1,289.26	0.00	1,289.26
2200-FURNITURE & I	2/20/10	BOOKCASE	200DBHY	7.0	244.68	244.68	0.00	0.00	244.68	0.00	244.68
2200-FURNITURE & I	2/22/10	CABINET	200DBHY	7.0	346.62	346.62	0.00	0.00	346.62	0.00	346.62
2200-FURNITURE & I	3/11/10	TABLE & CHAIRS FOR ANNEX	200DBHY	7.0	488.46	488.46	0.00	0.00	488.46	0.00	488.46
2200-FURNITURE & I	4/22/10	OFFICE DIVIDERS	200DBHY	7.0	1,413.57	1,413.57	0.00	0.00	1,413.57	0.00	1,413.57
2200-FURNITURE & I	6/01/11	OFFICE DESK CONSTRUCTION	200DBHQ	7.0	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00
2200-FURNITURE & I	1/5/18	BUILDING G SIGN	200DBHY	7.0	3,775.19	0.00	0.00	3,775.19	3,775.19	0.00	3,775.19
		<b>2200-FURNITURE &amp; FIXTURES</b>			<b>17,828.13</b>	<b>9,052.94</b>	<b>0.00</b>	<b>8,775.19</b>	<b>17,828.13</b>	<b>0.00</b>	<b>17,828.13</b>
<b>Group: 2250-LEASEHOLD IMP</b>											
2250-LEASEHOLD IMP	12/01/08	LEASEHOLD IMP - BUILDING UPG	SL-MM	27.5	2,792.73	0.00	0.00	0.00	1,469.13	69.82	1,538.95
2250-LEASEHOLD IMP	3/11/09	SAFETY UPGRADES	SL-MM	39.0	4,877.29	0.00	0.00	0.00	1,294.24	119.95	1,414.17
2250-LEASEHOLD IMP	4/03/09	PROCESSING PLATFORM-PLASTIC	SL-MM	39.0	8,948.19	0.00	0.00	0.00	2,456.92	229.44	2,686.36
2250-LEASEHOLD IMP	6/01/09	ELECTRIC GARAGE DOORS	SL-MM	39.0	3,170.31	0.00	0.00	0.00	856.93	81.29	938.22
2250-LEASEHOLD IMP	3/09/10	REMODEL ANNEX BUILDING	SL-MM	39.0	2,407.00	0.00	0.00	0.00	604.34	61.72	666.06
2250-LEASEHOLD IMP	6/17/10	WALL PANELS & GARAGE DOOR	SL-MM	39.0	3,029.00	0.00	0.00	0.00	741.10	77.67	818.77
2250-LEASEHOLD IMP	7/28/10	SHELVES, COUNTER, PUSH WALL	SL-HY	15.0	4,663.16	0.00	0.00	2,331.58	3,808.26	155.44	3,963.70
		<b>2250-LEASEHOLD IMP</b>			<b>29,687.68</b>	<b>0.00</b>	<b>0.00</b>	<b>2,331.58</b>	<b>11,230.92</b>	<b>795.31</b>	<b>12,026.23</b>
<b>Group: 2300-TOOLS</b>											
2300-TOOLS	5/01/97	SMALL TOOLS	200DBHY	7.0	3,118.00	2,600.00	0.00	0.00	3,118.00	0.00	3,118.00
2300-TOOLS	8/05/99	ANGLE GRINDER AND PADS	200DBHY	7.0	100.02	100.02	0.00	0.00	100.02	0.00	100.02
2300-TOOLS	8/05/99	TORCH KIT	200DBHY	7.0	311.85	311.85	0.00	0.00	311.85	0.00	311.85
2300-TOOLS	9/01/99	TANKS, CRT, ACBT	200DBHY	7.0	377.76	377.76	0.00	0.00	377.76	0.00	377.76
2300-TOOLS	2/28/01	SAFETY RACK & COMPRESSOR	200DBHY	5.0	964.66	964.66	0.00	0.00	964.66	0.00	964.66
2300-TOOLS	3/01/02	MAGNETIC SEPARATOR	200DBHY	7.0	1,912.50	0.00	0.00	573.75	1,912.50	0.00	1,912.50
2300-TOOLS	01/10/02	HYDRA-TOOL TANK CENTER	200DBHY	7.0	1,000.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00
2300-TOOLS	7/01/03	WELDER & PRESSURE WASHER	200DBHY	7.0	1,466.76	1,466.76	0.00	0.00	1,466.76	0.00	1,466.76
2300-TOOLS	10/15/05	TOTERS	200DBHY	7.0	1,154.95	1,154.95	0.00	0.00	1,154.95	0.00	1,154.95
2300-TOOLS	12/01/08	SUMMIT FLOOR SCALE	200DBHY	7.0	2,027.13	2,027.13	0.00	0.00	2,027.13	0.00	2,027.13
2300-TOOLS	12/01/08	JOHN DEER POWER WASHER 3900	200DBHY	7.0	1,075.42	1,075.42	0.00	0.00	1,075.42	0.00	1,075.42
2300-TOOLS	12/01/08	100 POUND RICE LAKE SCALE	200DBHY	7.0	1,548.00	1,548.00	0.00	0.00	1,548.00	0.00	1,548.00
2300-TOOLS	12/19/08	5000 POUND RICE LAKE SCALE	200DBHY	7.0	2,388.71	2,388.71	0.00	0.00	2,388.71	0.00	2,388.71
2300-TOOLS	10/15/09	CASTERED METAL TOOL BOX	200DBHY	7.0	884.46	884.46	0.00	0.00	884.46	0.00	884.46
2300-TOOLS	12/08/14	OCC TIPPABLE RACK	200DBHY	7.0	2,655.00	2,655.00	0.00	0.00	2,655.00	0.00	2,655.00

*2 scale*

**Asset Short Report**

Group	Date In Service	Property Description	Tax-Meth Conv	Tax Perfd	Tax Cost	d	Total Sec 179	Tax CY Sec 179 Expense	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr
<b>Group: 2300-TOOLS (continued)</b>												
2300-TOOLS	4/28/16	DUMP STATION HOPPER, COVER	200DBHY	7.0	3,644.74	c	0.00	0.00	1,822.37	3,075.48	162.65	3,238.13
			2300-TOOLS		25,221.96		17,346.72	0.00	2,396.12	24,652.70	162.65	24,815.35
<b>Group: 2350-TRAILERS</b>												
2350-TRAILERS	5/01/07	TRAILER #3 GRAY RECYCLING	200DBHY	5.0	3,617.25		0.00	0.00	0.00	3,617.25	0.00	3,617.25
2350-TRAILERS	5/01/07	1995 RECYCLING TRAILER	200DBHY	7.0	9,240.00		0.00	0.00	0.00	9,240.00	0.00	9,240.00
2350-TRAILERS	7/01/06	TRAILER #5	200DBHY	7.0	6,508.07		6,508.07	0.00	0.00	6,508.07	0.00	6,508.07
2350-TRAILERS	6/30/07	TRAILER #6	200DBHY	7.0	5,186.57		5,186.57	0.00	0.00	5,186.57	0.00	5,186.57
2350-TRAILERS	6/30/07	TRAILER #7	200DBHY	7.0	500.00		500.00	0.00	0.00	500.00	0.00	500.00
2350-TRAILERS	11/29/11	TRAILER #7	200DBHQ	7.0	41,028.46		0.00	0.00	41,028.46	41,028.46	0.00	41,028.46
2350-TRAILERS	6/28/18	GRANT TRAILER 2018 - 8	200DBHY	7.0	17,007.76		0.00	0.00	17,007.76	17,007.76	0.00	17,007.76
		Trailer #1	2350-TRAILERS		83,088.11	c	12,194.64	0.00	58,036.22	83,088.11	0.00	83,088.11
<b>Group: 2400-VEHICLES</b>												
2400-VEHICLES	6/20/07	2006 CHEVY TRUCK	200DBHY	5.0	25,236.28		3,260.00	0.00	0.00	25,236.28	0.00	25,236.28
2400-VEHICLES	3/21/08	2008 TOYOTA TUNDRA	200DBHY	5.0	11,160.00		11,160.00	0.00	0.00	27,090.83	0.00	27,090.83
2400-VEHICLES	7/21/09	2009 CHEVY SILVERADO #26	200DBHY	5.0	29,924.21		25,000.00	0.00	2,463.10	29,924.21	0.00	29,924.21
2400-VEHICLES	9/24/09	2009 CHEVY SILVERADO #27	200DBHY	5.0	29,303.65		25,000.00	0.00	2,151.83	29,303.65	0.00	29,303.65
2400-VEHICLES	3/6/10	2010 PRIUS	200DBHY	5.0	26,128.86		11,868.86	0.00	0.00	26,128.86	0.00	26,128.86
2400-VEHICLES	2/05/10	2002 PRIUS	200DBHY	5.0	9,000.00		9,000.00	0.00	0.00	9,000.00	0.00	9,000.00
2400-VEHICLES	6/15/12	2012 TOYOTA TRIGS - Kim	200DBHY	5.0	30,826.85		0.00	0.00	19,445.82	30,826.85	0.00	30,826.85
2400-VEHICLES	4/25/13	2013 TOYOTA TUNDRA	200DBHY	5.0	31,571.23		0.00	0.00	15,785.62	31,571.23	0.00	31,571.23
2400-VEHICLES	8/25/16	2016 TOYOTA TUNDRA	200DBHY	5.0	38,212.85		0.00	0.00	11,560.00	22,685.00	2,075.00	24,760.00
			2400-VEHICLES		237,289.97	c	84,480.00	0.00	42,374.58	221,651.26	2,075.00	223,726.26
<b>Grand Total</b>					<b>841,777.00</b>	c	<b>365,160.61</b>	<b>0.00</b>	<b>258,378.35</b>	<b>749,184.42</b>	<b>53,023.96</b>	<b>802,208.38</b>

2006 ? 2009 chevy Trucks traded in for 2022 F-250

**Schedule "1(a)(ii)"**  
**Telephone Numbers and Websites**

Website: [gjcric.com](http://gjcric.com)

Telephone number: (970)242-1036 and (970)243-4329 (which also has served as Seller's fax number)

**Schedule “1(a)(iv)”**  
**Included Contracts**

Seller has approximately 4,500 customers for recycling curbside pickup. The list of such customers has been made available to Buyer during the term of the Recycling Agreement, at Closing, Seller’s computer system and the customer data contained thereon, will be Buyer’s as included in the Transferred Assets.

The terms and conditions of the Seller’s recycling services to its customers, and the current form of subscription agreement used by Seller, are available for viewing and download from the Seller’s website, gjcri.com. All such service agreements are also contained in the Seller’s computer system to be transferred to Buyer at Closing.

Seller’s relationships with its material purchasers (i.e., ALCOA, GreenFiber, Norco Steel, and various plastic mills, are not reduced to writing and purchases are made based upon the quality of the materials supplied by Seller and the applicable market price for the material purchased.

Seller is also the recipient of a grant from CDPHE the funds for which have been used to acquire certain equipment included in the Transferred Assets identified in Section 1(a)(vii) of the Agreement. Seller has been reimbursed all amounts under that grant, and Buyer agrees to assume and perform all obligations of Seller set forth in the agreements relating to that grant, copies of which are attached hereto.

Seller is also the lessee of a Konica Minolta copier/printer located in the Seller’s office and used in the operation of the Business, which lease is to be assumed by Buyer at Closing.

Seller’s licenses consist of Colorado Department of Transportation licenses, City of Grand Junction permit as a hauler, sales tax licenses, etc. Seller does not anticipate the need for transfer or assignment of those licenses, to the extent they are assignable, but will assist the Buyer (at no cost to Seller) in the assignment process upon request.

# CURBSIDE RECYCLING SUBSCRIPTION FORM



Name: \_\_\_\_\_

Service Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

1. HOW DID YOU DISCOVER OUR SERVICE? \_\_\_\_\_

2. BILLING: select one of the following three options:

I own or rent the residence listed above, and the City utility bill for the residence comes in my name. I agree to have a \$1.75 recycling service charge added to my monthly utility bill for once-per-month service.

I reside at the address listed above, but my name is not on the City utility bill. (e.g., landlord pays the utilities) Enclosed is a \$21.00 check made out to *The City of Grand Junction* for 1 year of once-per-month service.

I own/rent the residence listed above, but utilities are not billed by the City. (e.g. townhouses where HOA pays utilities) Enclosed is a \$21.00 check made out to *GJ CRI* for 1 year of once-per-month service.

3. CONTAINERS: Four containers are needed to properly sort all materials. Upon request, we provide up to four reusable 22-gallon polypropylene bags at no additional charge with initial sign up. Any additional bags or replacements are \$3.50 each. Bins are also available for purchase. However, we do not require that you use our containers. Storage tubs, laundry baskets, and boxes work just as well. Be sure that your containers: 1) are not falling apart; 2) weigh no more than 40 lbs when loaded with recyclables; 3) do not collect rainwater, leaves, garbage, etc, and 4) allow you to follow our guidelines for separation/preparation of materials. We deliver containers once per week, usually on Friday. They can also be picked up at our office at 333 West Ave. Bldg G, right behind our drop off. Select from the following three options:

I will be using my own containers, which meet the above requirements.

I would like \_\_\_\_\_ 22gal. reusable recycling bags (4 are available at no charge, additional are \$3.50 each)

I would like \_\_\_\_\_ green, open, stackable recycling bins for \$12.00 each. Enclosed is a check made out to *GJ CRI*. (These are UV-resistant, 18 gallon containers with the gecko logo. Dimensions are approximately 25" by 16" by 13".)

4. SCHEDULES & INFORMATION: [www.gjcri.com](http://www.gjcri.com) is the primary source for program information, including current schedules with holiday changes, annual reports, any changes to our list of accepted materials, and other important news or helpful tips. Your schedule does not change from year-to-year unless we specifically notify you.

5. SIGNATURE: I certify that the information above is correct. I agree to participate in the curbside recycling program according to the guidelines provided to me either on paper or in electronic/online format. I agree to keep up-to-date with any changes made to materials accepted or preparation methods. I understand that my recycling collection day and set-out location will be assigned and my recyclables must be prepared and ready for pickup by 8 a.m. for collection prior to the end of the work day. I understand that holidays may change my collection day, and I will check the website for those changes.

Signature of Person(s) Requesting Service

Date

Submit this form either by mail or electronically:

*GJ CRI posts all annual reports, schedules, and updates online - if you require paper mailings, check here*

Curbside Recycling Indefinitely, Inc. (GJ CRI)

P.O. Box 2450 Grand Junction, CO 81502

Schedule 1(a)(iv)

Subscription Form(s)

## HOW TO PREPARE

All materials must be sorted prior to collection. Materials that do not meet these guidelines may be refused. It is not necessary to keep corrugated cardboard in a container; a neat, orderly stack will do. The other categories MUST be in some type of container. You are not required to use our containers, but recycling containers must be:

- in good shape, not falling apart/dangerous
- under 40 lbs when loaded
- filled with only one category of material
- free of water/ice, leaves, garbage, etc.
- secured to prevent scattering by wind

Recyclables must be out by **8 AM** on pickup day.

Set out only what is generated by your household. You may set out more than one container of each category, but **do not mix materials from different categories together.**

Unless otherwise noted on your registration form, **collection occurs at the curb of the street bearing your address, not in the alley.** Assistance for persons with disabilities is available.

## PROHIBITED ITEMS

- Electronics/E-waste
- Batteries of any kind
- Hazardous materials: asbestos, chemicals, oils, paints, cleaners, needles, etc.
- Yard debris/compostables/food waste
- Construction debris/wood
- Medical waste: used gloves/masks, medicine

Contact Mesa County Landfill's Household Hazardous Waste Facility (970-256-9543) for disposal/recycling options, or refer to the Hard-to-Recycle Guide on our website.



**NO HAZARDOUS MATERIALS**

## THE FIVE CATEGORIES:

### 1. GLASS

Glass bottles, jars, and jugs of any color. Rinse them out and remove all lids. Steel/aluminum lids can be recycled with cans. Discard any others.

**KEEP OUT:** glass that is not a bottle, jar, or jug. Pyrex, ceramics, drinking glasses, vases, plate glass, light bulbs, tempered glass of any kind, glass pipes, or trinkets.



### 2. PAPER

Newspapers, magazines, catalogs, junk mail (open and remove all plastics, including envelope windows), paperback books, white or pastel office-quality paper. Small amounts of shredded paper is also accepted. Paper egg cartons go here. Phone books must have all plastic and magnets removed.



**KEEP OUT:** wet/greasy/oily paper, plastic newspaper delivery bags, carbons, ream wrappers, photographs, greeting cards, gift wrap/bags, tissues or paper towels.



**Remove anything plastic:** envelope windows, plastic cards, sleeves, wraps, bags. #2 and #4 plastic film is recyclable at local retailers.

### 3. SINGLE-LAYER CHIPBOARD

Flattened cereal/cracker boxes, most 6pk/12pk beer or soda containers, toilet/paper towel tubes, construction paper and poster board. Rip it to make sure it is single-layer, not corrugated.

**KEEP OUT:** wet/greasy/oily chipboard, milk/juice cartons, paper plates & food-soiled paper, laundry/dish detergent boxes or waxy paperboard.

## 4. ALUMINUM, STEEL, AND

### PLASTICS

Aluminum & steel cans/lids, and #1, #2, & #5 plastic bottles, jars, & jugs. #5 lids & tubs are also okay. **Remove and discard all labels from aluminum.** Labels may remain on plastics unless the label itself instructs you to remove it for recycling. Limit size to 5 gallons and under. Remove and discard all plastic lids if you do not know what number they are, or if they are other than #1, #2, or #5. Rinse & drain food containers. Completely drain non-food containers.



**KEEP OUT:** #3, #4, #6 & #7 plastics, aluminum foil, pie tins, scrap metal, foam of any kind, plastic bags (#2 and #4 plastic film is recyclable at local retailers), large storage bins, furniture, toys, trash cans, plastics marked "biodegradable" or "compostable", motor oil containers.

**No aluminum with ANY plastic on its labels, rings, decorations, reclosable tops, or threads, etc.**  
**No blister/clamshell/flip-top packaging regardless of number, commonly used as clear plastic salad, vegetable, and take-out containers.**

## 5. CORRUGATED CARDBOARD

Clean, non-glossy, unwaxed corrugated cardboard. It will have two layers of paper separated by a ruffie/wavy piece of cardboard: tear it to verify.

**Break down, flatten, and stack** cardboard next to other recyclables. It is not necessary to keep corrugated cardboard in a container; a neat, orderly stack will do. Weigh down on windy days. Brown paper sacks go here and not with the paper.

**KEEP OUT:** wet/greasy/oily/painted/waxed cardboard of any kind, packing materials, edge guards or map/document tubes. (They contain non-recyclable stiffeners and glues.)

## COLLECTION SCHEDULE

Schedules and route maps are available at [www.gjcri.com](http://www.gjcri.com). The following holidays will affect some routes:

<b>New Year's Day</b>	January 1st
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July 4th
<b>Labor Day</b>	1st Monday in September
<b>Thanksgiving Day</b>	4th Thursday in November
<b>Christmas Day</b>	December 25th

If you miss your regularly scheduled collection for any reason you should use our free drop off, located at 333 West Avenue Building G, inside the City Shops campus.

## CUSTOMER PRICING

Available to our subscribers only:

- Once-per-month curbside service: \$1.75
- Special pickups: \$5.00 each
- Recycling bags beyond first 4: \$3.50 each
- 18-gallon recycling bins: \$12.00 each

## IDENTIFYING PLASTICS

Recyclable plastics have a number, usually on the bottom, but sometimes printed on the label somewhere. **GJ CRI only accepts #1, #2, and #5.**



HDPE

The curbside recycling program is operated by Curbside Recycling Indefinitely, Inc. (GJ CRI), a locally-owned private company, in partnership with the City of Grand Junction. Please refer all questions about your curbside recycling service directly to GJ CRI. **Transfers, cancellations, and other modifications of service need to be made known to GJ CRI directly.**

### Recycling Responsibly

We are doing everything we can to recycle as much as possible. All materials are sold to domestic mills for re-production into useful materials. We can't do this without you, and we wouldn't want it any other way.



# RESIDENTIAL RECYCLING GUIDELINES

UPDATED: JULY 2019

## CURBSIDE RECYCLING INDEFINITELY, INC.

(GJ CRI)

P.O. BOX 2450

GRAND JUNCTION, CO 81502

(970) 242-1036

[info@gjcri.com](mailto:info@gjcri.com)

[www.gjcri.com](http://www.gjcri.com)





# CURBSIDE RECYCLING INDEFINITELY, INC. (GJ CRI)



KEEPING GRAND JUNCTION CLEAN AND EARTH-CONSCIOUS SINCE 1989!

P.O. Box 2450, Grand Junction, CO 81502

Phone: (970) 242-1036 E-mail: info@gjcri.com Website: www.gjcri.com

## RECYCLING BINS AND BAGS

Please use any containers that serve your needs, making sure that they are in good repair, do not collect water, and weigh no more than 40 lbs (material included).

**You are not required to use our containers.**

RECYCLING BAGS: 22 gallon reusable polypropylene bags with handles attached.

RECYCLING BINS: Green, 18 gallon, UV resistant, plastic recycling bins with lettering and the gecko logo for purchase at \$12.00 per bin. These are open, stackable containers. (Dimensions are approx. 25" by 16" by 13") **Recycling bins and bags are limited to curbside recycling customers only.**

Please print clearly:

Name \_\_\_\_\_

Address \_\_\_\_\_

Day Time Phone \_\_\_\_\_

Price includes tax and delivery.

I would like \_\_\_ bins x \$12.00 each.

Total \$\_\_\_\_.\_\_\_\_

I would like \_\_\_ regular, 22 gallon recycling bags x \$3.50 each

Total \$\_\_\_\_.\_\_\_\_

Enclosed is my check to GJ CRI for \$\_\_\_\_.\_\_\_\_.



## SUBRECIPIENT VERSUS CONTRACTOR DETERMINATION TOOL

(Click here for definitions)

## FILL IN ALL BLUE SECTIONS

Project Name:		RREO grant Program - Colorado Waste Diversion RFA	
Start/End Dates of Project:		Start	End
		7/1/2021	6/30/2022
Division, Program and/or Unit Name:		DEHS	
Entity's (contractor or subrecipient) Legal Name:		N/A	
Source of Funding (General Fund, State, Private, Federal):		State	
Federal Grant Number / Appropriation:		N/A	
Catalog of Federal Domestic Assistance (CFDA) Number (for federal funding), State Statute or other Funding Authority:		CRS 25-16.5-106.5	
QUESTION (Click anywhere in question boxes below to see related guidance)		(Select yes or no from the drop down list)	SUBRECIPIENT OR CONTRACTOR DETERMINATION
1. Does the funded entity have responsibility for determining participant eligibility?		No	Contractor
2. Does the funded entity have its performance measured against whether the objectives of the program (funding objectives) are met?		Yes	Subrecipient
3. Does the funded entity have responsibility for programmatic decision-making?		Yes	Subrecipient
4. Is the funded entity responsible for adherence to applicable program requirements specified in the award?		Yes	Subrecipient
5. Is the relationship with the funded entity for this particular project in that they are working with us to achieve an outcome and not simply to provide a good or service?		Yes	Subrecipient
6. Does the funded entity provide the goods or services within normal business operations?		Yes	Contractor
7. Does the funded entity provide similar goods or services to many different purchasers?		No	Subrecipient
8. Does the funded entity operate in a competitive environment where many organizations are performing the same or similar work?		No	Subrecipient
9. Does the funded entity provide goods or services that are ancillary to the operation of the program?		Yes	Contractor
10. Is the funded entity subject to the compliance requirements of the federal program?		No	Contractor
FINAL DETERMINATION The determination must be analyzed as a whole. Additional questions for consideration are included in the guidance to assist with the final determination. Be sure to document the reasoning for the determination in your files.		FINAL DETERMINATION (Select subrecipient or contractor from drop down list.)	Subrecipient
Printed name and title of Program/Division staff completing form	Kendra Appelmann-Eastvedt	Signature Kendra Appelmann-Eastvedt	Digitally signed by Kendra Appelmann-Eastvedt Date: 2020.11.20 14:23:41 -07'00' Date: 11/20/2020
Printed name of Fiscal Services Manager or delegate		Signature Jeff Stalter	Digitally signed by Jeff Stalter Date: 2020.11.20 15:08:51 -07'00' Date:
A PRINTED COPY OF THE DETERMINATION TOOL MUST BE COMPLETED, SIGNED AND INCLUDED IN THE PACKET FOR ALL CONTRACTS, INCLUDED WITH STRAIGHT PAYS FOR SERVICES WHEN A COMMITMENT DOCUMENT DOES NOT EXIST, AND INCLUDED WITH PURCHASE ORDER SUBMISSIONS IN CORE.			

## Schedule 1(a)(iv) Grant CDPHE

**STATE OF COLORADO**  
**DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT CONTRACT**

**SIGNATURE AND COVER PAGE(S)**

<b>State Agency</b> Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Contractor</b> Curbside Recycling Indefinitely, Inc. dba GJCRI 333 West Avenue Grand Junction, CO 81501
<b>Original Contract Number</b> 2022*2228	<b>Contract Performance Beginning Date</b> <b>The later of the Effective date or August 27, 2021</b>
<b>Contract Maximum Amount</b> <b>Initial Term</b> 08/27/2021-06/30/2022                      \$53,449.00 <b>Extension Terms</b> 07/01/2022-6/30/2023                      \$0  <b>Contract Maximum Amount</b> \$53,449.00	<b>Contract Expiration Date</b> June 30, 2023  Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
<b>Pricing/Funding</b> <b>Price Structure:</b> Cost Reimbursement <b>Contractor Shall Invoice:</b> Monthly <b>Funding Source:</b> State    \$53,449.00	<b>Miscellaneous</b> Authority to enter into this Contract exists in: CRS 25-1.5-101 - CRS 25-1.5-113 Law-Specified Vendor Statute (if any): n/a  Procurement Method: Request For Application (RFA) Solicitation Number (if any): 32875
<b>State Representative</b> Kendra Appelman-Eastvedt Recycling Grants Supervisor Environmental Health & Sustainability, RREO Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246	<b>Contractor Representative</b> Annalisa Pearson-Wallis Curbside Recycling Indefinitely, Inc. dba GJCRI 333 West Avenue Grand Junction, CO 81501 info@gjcricom
<b>Exhibits</b> <b>The following Exhibits and Attachments are attached and incorporated into this Contract:</b> Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget	
<b>Contract Purpose</b> Increasing curbside recycling in Mesa County through upgraded equipment purchases.	

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p><b>CONTRACTOR</b> Curbside Recycling Indefinitely, Inc dba GJCRI.</p> <hr/> <p style="text-align: center;">By: Signature</p> <p>FULL NAME</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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

\_\_\_\_\_  
Name of State Controller Delegate

\_\_\_\_\_  
Title of State Controller Delegate

Contract Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

## 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Public Health and Environment (the “State” or “CDPHE”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to that in §20 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a

termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified

in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.

- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- G. **“End of Term Extension”** means the time period defined in §2.D.
- H. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- I. **“Exhibits”** means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period defined in §2.B.
- N. **“Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any

information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- R. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJJ, and State personnel records not subject to disclosure under CORA.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

##### A. Completion of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

##### B. Option to Initiate Phase

The State, at its discretion, shall have the option to direct Contractor to begin performance of any of the contract phases described in the Exhibits. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter." The Contractor shall begin work on each phase as of the effective date of the notice requiring Contractor to complete that phase, or a later date if one is contained in the notice, and shall complete all Work described for that phase in this Contract.

## 5. PAYMENTS TO CONTRACTOR

### A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

### B. Payment Procedures

#### i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

#### ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

#### iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due



until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

## 6. REPORTING - NOTIFICATION

### A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action

and deliver copies of such pleading or document to the State's principal representative identified in on the Signature and Cover Page.

**B. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **15**, in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§6.B** shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor

Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as this Contract, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure agreements to the State upon request.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation

from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

#### D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

### 9. CONFLICTS OF INTEREST

#### A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

#### B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

#### C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

#### D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

### 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies approved by the State.

#### A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and

scope of their employment.

**B. General Liability**

Commercial general liability insurance written covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**E. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**F. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**G. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**H. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

## I. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract by the effective date of the contract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

## 11. BREACH

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11**., shall have all of the remedies listed in this **§12.A.** in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's

request.

b. **Payments**

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. **Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. **Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

a. **Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. **Withhold Payment**

Withhold payment to Contractor until Contractor corrects its Work.

c. **Deny Payment**

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. **Intellectual Property**

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (a) secure that right to use such Work for the State or Contractor; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Contractor's Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

### **13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the state to be contrary to the public interest or the State's best interest.

### **14. DISPUTE RESOLUTION**

#### **A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

#### **B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDPHE as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

### **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

### **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

#### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based



on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the

case of open source software, the license terms set forth in the applicable open source license agreement.

## **17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## **18. GENERAL PROVISIONS**

### **A. Assignment**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

### **B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### **C. Binding Effect**

Except as otherwise provided in §18.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

### **E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other

attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in §19 of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from Colorado state and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that

all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

**ii. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

**iv. Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI,

Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any

requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.



**20. SAMPLE OPTION LETTER**

State Agency : <b>Colorado Department Of Public Health and Environment</b> <b>4300 Cherry Creek Dr S</b> <b>Denver, CO 80246</b>	Original Contract Number: <b>Click here to enter text</b>
Contractor (Name and Address) <b>Click here to enter text</b>	Option Letter Contract Number: <b>Click here to enter text</b>
Contract Performance Beginning Date : <b>Click here to enter text</b>	Current Contract Expiration Date: <b>Click here to enter text</b>
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
<b>Current Contract Maximum Cumulative Amount</b>						

**1) OPTIONS**

- A.Option to extend for an Extension Term
- B.Option to change quantity of goods under the Contract
- C.Option to change quantity of services under the Contract
- D.Option to change Contract rates
- E.Option to initiate next phase of Contract

**2) REQUIRED PROVISIONS:**

- A. In accordance with Section(s) Click here to enter text of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning Click here to enter text and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B.In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to Click here to enter text the quantity of Click here to enter text at the rates stated in the Original Contract as amended for the following reason: Click here to enter text
- C.In accordance with Section(s) Click here to enter text of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in Click here to enter text for the following reason: Click here to enter text. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) Click here to enter text of the Original Contract referenced above, the State hereby exercise its option to initiate Phase Click here to enter text, which shall begin on Click here to enter text and end on Click here to enter text at the cost/price specified in Section Click here to enter text .
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above

**3) OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter text** whichever is later.

<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Lisa McGovern, Procurement and Contracting Section Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Travis Yoder, Controller</p> <p>Option Effective Date: _____</p>
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**ADDITIONAL PROVISIONS**  
**To Original Contract Routing Number 2022\*2228**

**These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.**

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE Standardized Invoice Form and is accessible from the CDPHE internet website <https://cdphe.colorado.gov/standardized-invoice-form> and is incorporated and made part of this Contract by reference. The Invoice Form must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one the method listed below.

The Contractor shall submit the following documentation with the completed invoice; copies of timesheets, paystubs, credit card receipts, copies of cleared checks, invoices with zero balance shown, etc.

Combine the completed and signed Invoice Form and supporting documentation into an electronic document. Email the combined invoice and supporting documentation to: Dylan Fills Pipe, CDPHE Contract Monitor, [dylan.fillspipe@state.co.us](mailto:dylan.fillspipe@state.co.us).

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

2. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have **Thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
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3. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
4. Ten percent (10%) of each reimbursement request, but not to exceed \$5,344.9 will be withheld until the Contractor submits a draft year-end report or until all project objectives have been achieved, whichever is later.
5. This award does not include funds for Research and Development.

**EXHIBIT A**

6. Contractor shall manage all budget lines as they appear in Exhibit C, Budget. Contractor is authorized to move funds among budget lines only with the prior, express written permission of the CDPHE Contract Monitor. A request to move funds shall be accompanied by an updated budget and justification for the move. This may be accomplished electronically.
7. Contractor shall not sell, transfer, abandon, dispose of equipment, or otherwise allow the equipment or materials to become unavailable for use during the term of the contract, without prior written authorization from the CDPHE Contract Monitor.
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Colorado Department of Public Health and Environment  
Mailstop: DEHS-A2  
Attn: Kendra Appelman-Eastvedt, RREO Program  
4300 Cherry Creek Drive South  
Denver, CO 80246

Freight and other associated costs to transfer the equipment from the Contractor to the buyer must not be subtracted from the sale price.

10. Contractor acknowledges and agrees that CDPHE may, at its sole discretion, execute a security lien against any piece of equipment purchased by Contractor pursuant to this contract. Any such lien shall remain in place until CDPHE determines that Contractor has satisfied all obligations of the contract, and CDPHE acknowledges and releases Contractor by written notice.
11. Contractor acknowledges and agrees that CDPHE may, at its sole discretion, request a signed attestation or other documentation certifying the Contractor's matching contribution to this project.
12. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

**STATEMENT OF WORK**  
To Original Contract Number 2022\*2228

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to protect both public health and the environment in Colorado by increasing curbside recycling in Mesa County. Curbside Recycling Indefinitely Inc. (GJCRI) is one of the main processing facilities for multi-stream recycling on the Western Slope and sells materials direct to mills, allowing stimulation of the local economy by bringing in revenue from other areas across the country. The material processed by GJCRI comes from dozens of area businesses, over 3,600 curbside residential customers, and an average of 200 vehicles per day at their free public drop-off. In order to move toward statewide recycling goals, GJCRI requires proper infrastructure is in place to handle continued, steady growth of multi-stream recycling. Having reliable, efficient equipment is essential to process the 1,501 tons (in 2020) of clean, mill-ready recyclables shipped and to allow for growth.

Grant funds will be used to purchase a forklift and self-tipping material storage containers to accommodate the increase in recycling at the GJ CRI drop-off facility. During the first 12 months of project implementation, GJ CRI anticipates to process material from an additional 50-100 households, and to divert 148 additional tons of material from going to the landfill.

The Recycling Resources Economic Opportunity (RREO) Program is supporting this project because it meets the 2016 Colorado Integrated Solid Waste and Materials Management Plan statewide and regional solid waste diversion goals by addressing solid waste generation, source reduction, and recycling and disposal regulations and policies.

**II. Definitions:**

- 1. CDPHE: Colorado Department of Public Health and Environment
- 2. GJ CRI: Curbside Recycling Indefinitely Inc. dba GJ CRI
- 3. RREO: Recycling Resources Economic Opportunity Program

**III. Work Plan:**

<b>Goal #1:</b> To protect Colorado’s environment and human health by implementing sustainable practices to achieve improvements in waste management through behavioral change in individuals.	
<b>Objective #1:</b> No later than the expiration date of this contract increase material processing capacity at GJ CRI drop-off facility.	
<b>Primary Activity #1</b>	Contractor shall purchase recycling collection equipment as listed in Exhibit C, Budget.
<b>Sub-Activities #1</b>	<ul style="list-style-type: none"> <li>1. Contractor shall acquire one (1) forklift.</li> <li>2. Contractor shall test the forklift.</li> <li>3. Contractor shall acquire a minimum of six (6) self-tipping containers.</li> <li>4. Contractor shall install self-tipping containers.</li> </ul>
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**EXHIBIT B**

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. CDPHE Contract Monitor will schedule the post-award meeting based on a mutually agreeable date and time with the contractor. CDPHE Contract Monitor will provide to the Contractor via email an agenda for the post-award meeting. The post-award meeting will be conducted by phone or virtual meeting software.</li> <li>3. Contractor shall notify CDPHE Contract Monitor via email with three (3) business days if there is an anticipated delay that exceeds a scheduled completion date by more than two (2) weeks.</li> <li>4. Contractor shall respond to all CDPHE inquiries within 48 hours.</li> <li>5. Contractor shall submit all non-report deliverables via email to the CDPHE Contract Monitor.</li> <li>6. Contractor shall participate in a Project Field Audit with the CDPHE Contract Monitor. The audit will be conducted in person or virtual meeting software. CDPHE Contract Monitor will contact the Contractor no less than two (2) weeks prior to the desired Project Field Audit date to select a mutually agreeable date and time.</li> <li>7. CDPHE Contract Monitor will provide to the Contractor access to onlinereporting templates 30 days prior to each report’s submittal deadline.</li> <li>8. Contractor shall include the following at a minimum in each report:             <ol style="list-style-type: none"> <li>a. Tons of recyclable material collected at the drop-off site as a result of this project.</li> <li>b. Greenhouse gas equivalent of tons of recyclable material collected at the drop-off site as a result of this project.</li> <li>c. Tons of recyclable material processed onsite as a result of this project.</li> <li>d. Number of households using drop-off service.</li> <li>e. Number of vehicles taking recyclables to the drop-off site.</li> <li>f. Details of education and outreach materials.</li> <li>g. Number of jobs created</li> </ol> </li> <li>9. Contractor shall verify the appropriate language when crediting CDPHE in marketing materials with the Contract Monitor.</li> <li>10. Contractor shall allow no fewer than three (3) business days to comment on the draft language or logo from the date the CDPHE Contract Monitor receives the request.</li> </ol>								
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**EXHIBIT B**

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**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

## EXHIBIT C

**BUDGET**  
To Original Contract Routing Number 2022\*2228

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**I. Budget Table**

Budget Category	Award Amount	Matching Amount	Total Amount
<b>Equipment and Infrastructure</b>			
Forklift	\$30,592.00	\$0.00	\$30,592.00
Self-tipping containers	\$22,857.00	\$0.00	\$22,857.00
Horizontal baler	\$0.00	\$85,250.00	\$85,250.00
Baler structure	\$0.00	\$13,188.00	\$13,188.00
<b>Total Project Cost</b>	<b>\$53,449.00</b>	<b>\$98,438.00</b>	<b>\$151,887.00</b>

**I. Budget Narrative***Equipment and Infrastructure*

1. **Forklift** – One (1) forklift with a minimum of 4,500 lbs lifting capacity.
2. **Self-tipping containers** – A minimum of four (4) containers, including shipping



**STATEMENT OF WORK**  
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**BUDGET**  
To Original Contract Routing Number 2022\*XXXX

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<b>Equipment and Infrastructure</b>			
Forklift	\$30,592.00	\$0.00	\$30,592.00
Self-tipping containers	\$22,857.00	\$0.00	\$22,857.00
Horizontal baler	\$0.00	\$85,250.00	\$85,250.00
Baler structure	\$0.00	\$13,188.00	\$13,188.00
<b>Total Project Cost</b>	<b>\$53,449.00</b>	<b>\$98,438.00</b>	<b>\$151,887.00</b>

**I. Budget Narrative**

*Equipment and Infrastructure*

1. **Forklift** – One (1) forklift with a minimum of 4,500 lbs lifting capacity.
2. **Self-tipping containers** – A minimum of four (4) containers, including shipping

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p><b>CONTRACTOR</b> Curbside Recycling Indefinitely, Inc dba GJCRI.</p>	<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p>
<p><i>Steven M. Foss</i> By: Signature</p>	<p>_____ By: Signature</p>
<p>FULL NAME <i>Steven M Foss</i> Name of Person Signing for Contractor</p>	<p>_____ Name of Executive Director Delegate</p>
<p>TITLE <i>CEO</i> Title of Person Signing for Contractor</p>	<p>_____ Title of Executive Director Delegate</p>
<p>Date: <i>9/8/2021</i></p>	<p>Date: _____</p>

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

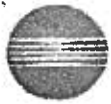
\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Name of State Controller Delegate

\_\_\_\_\_  
Title of State Controller Delegate

Contract Effective Date: \_\_\_\_\_

-- Signature and Cover Pages End --

**Premier Advantage Agreement**

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

**CUSTOMER INFORMATION**

FULL LEGAL NAME <b>CURBSIDE RECYCLING INDEFINITELY IN</b>			STREET ADDRESS <b>333 WEST AVE BLDG G</b>	
CITY <b>GRAND JUNCTION</b>	STATE <b>CO</b>	ZIP <b>81501-5826</b>	PHONE* <b>970 242 1036</b>	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER ONE GUARANTEE**

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or [www.kmbs.konicaminolta.us](http://www.kmbs.konicaminolta.us).



<b>Make/Model/Accessories</b> (including Software Description and Supplier / Lessor # if applicable)	Asset Invoice Information	Serial Number	Start Meter Read(s)
<b>1 - BIZHUB C3350</b>			

 See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ <u>74.22</u>	\$ _____
Payment includes <u>0</u> B&W pages per month		Overages billed <u>QUARTERLY</u> at \$ <u>0.01329</u> per B&W page		
Payment includes <u>0</u> Color pages per month		Overages billed <u>QUARTERLY</u> at \$ <u>0.06922</u> per Color page		

 See attached Pool Billing Schedule

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

<b>Konica Minolta Premier Finance</b>			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

**CUSTOMER ACCEPTANCE**

<b>CURBSIDE RECYCLING INDEFINITELY IN</b>		<u>2/09/18</u>
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
	<b>ELAINE FOSS</b>	<b>OWNER</b>
FEDERAL TAX I.D. #	PRINT NAME	TITLE

**CONTINUING GUARANTEE**

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

<b>X</b>
----------

Schedule 1(a)(iv)  
Konica Minolta

PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED
-------------------------	-----------------------	-------

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.  
See reverse side for additional terms and conditions

KMPF0005 - US 10/01/16



**1. LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will remove the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day of an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

**4. OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

**5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

**6. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

**7. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**8. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (i) insure the equipment against all loss or damage naming us as loss payee; (ii) obtain liability and third party property damage insurance naming us as an additional insured; and (iii) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (b) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**9. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

**10. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**12. DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (608-522) of the UCC.

**13. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**14. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**15. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic, and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

**16. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us.

**17. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) You have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

# Order Agreement

**Check Applicable Box**     
  Purchase     
  Lease     
  Other:

<b>VOICE TO</b> Account #			<b>SOLD TO</b> Account # PR 0005176543			<b>SHIP TO</b> Account #		
Legal Name KONICA MINOLTA PREMIER FINANCE			Legal Name CURBSIDE RECYCLING INDEFINITELY IN			Legal Name CURBSIDE RECYCLING INDEFINITELY IN		
Attn Line 1			Attn Line 1			Attn Line 1 KYM TORTUGA		
Attn Line 2			Attn Line 2			Attn Line 2		
Street Address 10201 CENTURION PKWY N STE 100			Street Address 333 WEST AVE BLDG G			Street Address 333 WEST AVE BLDG G		
City JACKSONVILLE State FL Zip 32256			City GRAND JUNCTION State CO Zip <sup>81501-</sup> 5826			City GRAND JUNCTION State CO Zip <sup>81501-</sup> 5826		
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)			Tax Exempt # _____					
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)			P.O. # _____			P.O. Expiration Date _____		
<b>Payment Terms:</b>			<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below.			<input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____		
SEE LEASE			Contact Name: _____ Phone: _____			Check # _____ Amount _____		

**Requested Delivery Date:** SEE ATTACHED     
 **Maintenance Contract**   
 Accepted   
 Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A4Y4011	BIZHUB C3350			
1	7670525505	DELIVERY CHARGE - LEVEL 0			
1	7640018092	BASIC NETWORK SERVICE - BNS02			
1	A6EDW11	FK-512 FAX KIT			
1	A6XXWY1	MK-738 MOUNT KIT FOR FAX UNIT			
1	7640018745	BIZHUB SECURE SMALL MFP			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	

**ADDITIONAL CHARGES**

Network     
  Removal     
  Other

Additional Charges \_\_\_\_\_  
**TOTAL** \_\_\_\_\_  
 (TOTAL is exclusive of applicable taxes)

**PICK-UP**      **Requested Removal Date:** 02/14/2018

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1		PHASER 8560	CFX343095

COMMENTS

## Equipment Removal Authorization

 Customer: CURBSIDE RECYCLING INDEFINITELY IN

 Pick Up Address: CURBSIDE RECYCLING INDEFINITELY IN, 333 WEST AVE BLDG G, GRAND JUNCTION, CO, 81501-5826

Equipment being removed from Customer's Location:

Make: <u>XEROX</u>	Model: <u>PHASER 8560</u>	Serial Number: <u>CFX343095</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

**Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

**Lease Company Owned Asset:**

Lease Company Name: \_\_\_\_\_ Lease #: \_\_\_\_\_

- Upgrade to Return**      KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return**      Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

# Order Package Acceptance Agreement

Customer Name/Address:

CURBSIDE RECYCLING INDEFINITELY IN  
333 WEST AVE BLDG G  
GRAND JUNCTION, CO 81501-5826

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00406947 time stamped 02/09/18 02:06 PM).

KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: Elaine Foss  
(Please Print)

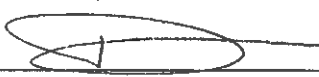
Signature: 

Title: Vice President

Date: 2/9/18

**KMBS Representative**

Name: Patrick Grimes  
(Please Print)

Signature: 

Date: 2/9/18

**KMBS Manager**

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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

**Schedule "1(a)(vii)"**  
**Accounts Receivable**

To be determined at Closing from Buyer's books and records  
(excepting those items referenced in Section 1(a)(vii))

**Schedule “1(b)(vii)”**  
**Excluded Assets**

There is no list of Excluded Assets – all such assets have been previously removed from the list attached with Schedule “1(a)(i)”, above.

**Schedule "3(b)"**  
**Remaining Obligations Under Included Contracts**

See Schedule "1(a)(iv)" for description of the Included Contracts. The obligations to be assumed are those services set forth in the information provided on Seller's website, [gjcri.com](http://gjcri.com), and the subscription agreement, schedules, etc. contained therein. Buyer is also obligated to make any arrangements necessary and appropriate to the transfer of all utilities, phone services, fuel purchases, vehicle registration and licensing, vehicle maintenance, etc., related to the Transferred Assets and its post-Closing operation of the Business.

**Schedule "5(b)"**  
**Ownership of Assets and Properties**

All Transferred Assets are owned by Sell free and clear of liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims.



**Schedule "5(c)"**  
**Condition of Assets and Properties**

All Transferred Assets are in good working order, (ordinary wear and tear excepted). Buyer acknowledges it is generally familiar with the condition of the Transferred Assets, including its age and operation, from the Parties' relationship under the Recycling Agreement and Buyer's inspections at the Seller's facility.

**Schedule "5(g)"**

**Labor, Employment Contracts, and Employee Benefit Programs**

Seller is not a party to any collective bargaining agreement or employment agreement (other than those employment terms to be satisfied and/or terminated by Seller at Closing as provided in the Agreement), and Seller has experienced no material labor problems and is not a party to any pending or, to Seller's knowledge, threatened labor dispute.

**Schedule "5(h)"**  
**Litigation**

None.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT the "Agreement", and collectively with all other documents contemplated in this Agreement, the "Transaction Documents") is made this \_\_\_ day of February, 2022, by and between CURBSIDE RECYCLING INDEFINITELY, INC., dba GJ CRI, a Colorado corporation (the "Seller") and THE CITY OF GRAND JUNCTION, a home rule municipality (the "Buyer"). Seller and Buyer are collectively referred to herein as the "Parties".

### RECITALS:

A. Seller conducts the business of recycling waste materials (the "Business") pursuant to that certain Agreement with Buyer dated July 18, 2007, as amended to date (the "Recycling Agreement").

B. The Parties hereto desire to effect the purchase by Buyer of substantially all of the assets of Seller, upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

#### 1. Sale and Purchase.

(a) Assets and Properties to be Sold and Purchased. At the Closing (as hereinafter defined), Seller shall sell and Buyer shall purchase, subject to all the terms and conditions of this Agreement, the following assets and properties of Seller (the "Transferred Assets"):

(i) Furniture, Fixtures and Equipment. All machinery, equipment, furniture, computer equipment, fixtures, leasehold improvements, inventory, displays, work in progress, furnishings, office equipment and all other tangible and intangible personal property, wherever located, owned by Seller and used or intended for use by Seller in connection with the Business, including, but not limited to, all the foregoing listed on Schedule "1(a)(i)" hereto (hereafter the "Equipment");

(ii) Telephone Numbers and Websites. All telephone numbers, advertising rights and arrangements, websites, and related items used in the Business on the date hereof, and all licenses or franchises pursuant to which Seller may be entitled to use any of the foregoing, including, but not limited to, those listed in Schedule "1(a)(ii)" hereto;

(iii) Books and Records. Financial records and data from the two years prior to the Closing, current employee payroll records, contracts, licenses, and other current business records of Seller pertaining to the operation of the Business, but excluding Seller's corporate minute book, corporate seal and stock record books. Seller may retain copies of the general business financial records and any records necessary for tax and compliance

purposes. Buyer will receive all active client or customer contracts and vendor lists, as well as active vendor contracts.

(iv) Contracts. All rights and interests in, to and under all licenses, agreements and contracts of Seller listed on Schedule "1(a)(iv)" hereto (hereafter, the "Included Contracts");

(v) Intellectual Property Rights. All methodologies, processes, trade secrets, trade name, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, techniques, and other proprietary information and materials of any kind and in any stage of development, including, without limitation, modifications, enhancements, designs, techniques, methods, and all other information, relating to the Business or used in or derived from the Transferred Assets (collectively, the "Seller Intellectual Property"); and

(vi) Warranty Rights. All rights of Seller under express or implied warranties from its suppliers with respect to the Transferrets, to the extent transferable; and

(vii) Accounts Receivable. Seller's accounts receivable due by their respective terms after the Closing Date, as set forth on Schedule "1(a)(vii)"; provided, however, that the accounts receivable to be transferred hereunder shall not include any amounts derived from pre-Closing sales of material by Seller for which payment is received after the Closing.

(b) Assets and Properties Not to be Purchased and Sold. Notwithstanding anything to the contrary contained in this Agreement, there is excluded from the assets and properties to be transferred pursuant to this Agreement and from the computation of the purchase price in accordance with Section 2 hereof, and Seller shall retain Seller's right, title and interest in and to the following assets (collectively, the "Excluded Assets"):

(i) all cash and cash equivalents of Seller as of the Closing Date (hereinafter defined), subject to such cash and cash equivalents derived from product sales and payable to the Buyer pursuant to the Recycling Agreement;

(ii) all insurance policies and causes of action, lawsuits, claims, demands, rights of recovery and set-off under or with respect to, and the proceeds of, insurance policies;

(iii) causes of action, lawsuits, claims, demands, and rights of recovery and set-off with respect to any Excluded Assets;

(iv) prepaid taxes and any claims for any refund, rebate or abatement with respect to taxes for any period ending on or before the Closing;

(v) Contracts other than Included Contracts;

(vi) any and all income tax returns and related workpapers used to prepare the same for periods ending on or prior to the Closing Date;

(vii) all of Seller's employee benefit plans, pension plans, and assets thereunder; and

(viii) all personal property identified as on Excluded Asset on Schedule "1(b)(viii)" herein.

2. Purchase Price.

(a) Amount of Purchase Price. The total purchase price (the "Purchase Price") for all of the Transferred Assets shall be (i) Three Hundred Eighty Nine Thousand Six Hundred Thirty Six and 50/100 Dollars (\$389,636.50) and (ii) the assumption by Buyer at the Closing of the Included Contracts.

(b) Payment of Purchase Price. Buyer shall pay the Purchase Price by electronic transfer, certified or cashier's check at Closing.

(c) Allocation of Purchase Price. The parties agree that the Purchase Price shall be allocated for all purposes pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") as follows:

Furniture, Fixtures, Equipment	\$	115,000.00
Goodwill		274,636.50
<b>Total</b>	<b>\$</b>	<b>389,636.50</b>

Buyer and Seller shall file on a timely basis with the Internal Revenue Service substantially identical IRS Forms 8594 consistent with such allocation. Buyer and Seller agree, for all tax purposes, to report the transactions effected pursuant to the Transaction Documents in a manner consistent with the terms of this Agreement (including the Purchase Price allocation set forth herein) and neither of them shall take a position on any tax return, before any tax authority or in any judicial proceeding that is, in any manner, inconsistent with such allocation without the consent of the other or unless specifically required pursuant to a determination by an applicable tax authority. The parties shall promptly advise one another of the existence of any tax audit, controversy or litigation related to any allocation hereunder.

3. Assumption of Liabilities.

(a) Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume and agree to timely pay and discharge in full when due the following liabilities and obligations of Seller (collectively, the "Assumed Liabilities"):

(i) all liabilities and obligations of Seller under Included Contracts included in the Transferred Assets;

(ii) all other liabilities and obligations of Seller expressly assumed by Buyer under this Agreement.

(b) Attached hereto as **Schedule "3(b)"** is a summary of all agreements within the Included Contracts under which there remain obligations of Seller. Buyer assumes these obligations based upon the summary of the terms contained on **Schedule "3(b)"**.

4. **Liabilities of Seller Not Assumed by Buyer.** Except as otherwise expressly provided herein, (including but not limited to Section 3 above), Buyer shall not be deemed to have assumed any obligations or liability of Seller, including, without limitation, the following (the "Excluded Liabilities"):

(a) Any obligation or liability of Seller to Buyer or any other person or entity which arises from, or the existence of which constitutes, any breach of any covenant or agreement, or a misrepresentation of any representation or warranty, under this Agreement or any other agreement;

(b) Any contingent or undisclosed obligation or liability of Seller;

(c) Any obligation or liability of Seller incurred in connection with this Agreement or the transactions contemplated hereby;

(d) Any obligation or liability of Seller for any federal, state or local income taxes, sales or use taxes, real or personal property taxes, payroll, withholding or social security taxes, or other taxes of any kind or description; and

(e) Any obligation or liability of Seller due according to its terms prior to the Closing Date related to the ownership and operation of the Business and the Transferred Assets, including, but not limited to, utility, telephone, internet and fuel bills incurred prior to the Closing and all obligations and liabilities to current or former employees of Seller for compensation, reimbursements or benefits incurred in connection with or arising out of such employees' employment by Seller.

5. **Seller's Representations, Warranties and Covenants.** To induce Buyer to enter into this Agreement, and for the benefit of Buyer, Seller represents and warrants, to its actual knowledge, and agrees as follows:

(a) **Organization and Standing.** Seller is a corporation duly organized and validly subsisting under the laws of the State of Colorado.

(b) **Ownership of Assets and Properties.** Except as set forth on **Schedule "5(b)"** hereto, Seller has good and marketable title to the Transferred Assets, which are used in or necessary to the operation of the Business, all of which are owned by Seller, free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of every kind and character.

(c) Condition of Assets and Properties. Except as set forth in **Schedule "5(c)"** hereto, the machinery, equipment, fixtures, furniture, furnishings, office equipment and all other tangible personal assets and properties of Seller included in the Transferred Assets presently used in, or necessary to the operation of, the Business are sold in good working order (ordinary wear and tear excepted).

(d) Leases, Contracts, Agreements and Other Commitments. Except for the Included Contracts, all of which contracts Buyer agrees to assume, effective at the Closing, to Seller's Knowledge, Seller is not a party to any material written, oral or implied (i) contract for any person or firm to render services of any kind which is not terminable at will by Seller without penalty; (ii) contract for the future purchase of materials, supplies or equipment; (iii) contract for the sale of any products or the furnishing of any services by Seller; or (iv) lease, contract, agreement or other obligation not made or created in the ordinary course of business or, if made in the ordinary course of business, which is not terminable at will by Seller without penalty.

(e) Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement and the other Transaction Documents, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof, will not result in the breach of any term or provision of, or result in the termination or modification of, or constitute a default under, or conflict with, or cause the acceleration of any obligation of Seller under, or permit any party to modify or terminate, any loan agreement, note, debenture, indenture, mortgage, deed of trust, lease, contract, agreement or other obligation of any description to which Seller is a party or by which it is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator or any applicable law, rule or regulation.

(f) Actions in the Ordinary Course of Business. If this Agreement is executed before the Closing Date, from the date hereof until the Closing Date, Seller:

(i) will not take any action outside of the ordinary and usual course of business;

(ii) will not borrow any money or become contingently liable for any obligation or liability of another in connection with the Business;

(iii) will pay all of its debts and obligations related to the Business as they become due;

(iv) will not, without the consent of Buyer, incur any debt, liability or obligation of any nature which is contemplated to extend beyond the Closing Date,

(v) will not knowingly waive any right of substantial value related to the Business; and

(vi) will use its best efforts to preserve the Business intact, and to preserve its relationships with its customers, suppliers and others with whom it deals.



(g) Labor, Employment Contracts, and Employee Benefit Programs. Seller agrees to use its best efforts to make all of its employees available for employment by Buyer, which employment by Buyer shall commence, if at all, at the time of Closing, and will not take any efforts to induce any such employee to refuse employment by Buyer. Seller is not a party to any collective bargaining agreement or employment agreements and Seller has not experienced any material labor problems and is not a party to any pending or, to Seller's knowledge, threatened labor dispute, except as otherwise expressly set forth on **Schedule "5(g)"** hereto. Seller is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. Seller covenants to Buyer that Seller has paid, or will as soon as practicable after the Closing will pay, all of its employees any and all amounts owed from Seller under any written or oral employment, retirement, pension, profit sharing, stock option, bonus, hospitalization, vacation or other employee benefit plan, practice, agreement or understanding which Seller had with its employees, through the date of the Closing.

(h) Litigation. Except as set forth on **Schedule "5(h)"** hereto, there are no suits, actions, claims, arbitrations, administrative or other proceedings or governmental investigations pending or threatened against or affecting Seller, its business or the Transferred Assets in any court or before or by any federal, state, local or other governmental department or agency, and neither Seller nor its business nor the Transferred Assets is subject to any order, judgment, award, decree or ruling of any court or governmental agency. In addition to the foregoing, Seller is not contemplating the institution of any suit, actions, claim, arbitration, administrative or other proceeding.

(i) Authorization. The execution, delivery and performance of the Transaction Documents to which Seller is a party has been duly authorized by all necessary action of Seller. Seller has full power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder. This Agreement and each Transaction Document to which Seller is a party has been validly executed and delivered and constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

6. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer represents, to its actual knowledge, and warrants as follows:

(a) Organization and Standing. Buyer is a home rule municipality under the laws of the State of Colorado.

(b) Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement and the other Transaction Documents, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof, will not result in the breach of any term or provision of, or constitute a default under, or conflict with, or cause the acceleration of any obligation under, any loan agreement, note, debenture, indenture, mortgage, deed of trust, lease, contract, agreement or other obligation of any description to which Buyer is a party or by which Buyer is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any applicable law, rule or regulation.

(c) Authorization. The execution, delivery and performance of the Transaction Documents to which Buyer is a party has been duly authorized by all necessary action of Buyer. Buyer has full power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder. This Agreement and each Transaction Document to which Buyer is a party has been validly executed and delivered and constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(d) Employment Offer to Seller's Employees. Prior to the Closing Date at a time mutually agreed upon by the Parties, Buyer will provide to Seller's employees who meet Buyer's employment criteria an offer of employment the terms and conditions on which Buyer will employ such persons effective from the Closing.

7. Continuation and Survival of Representations and Warranties.

Seller and Buyer acknowledge and agree that each of the representations and warranties contained in this Agreement shall be true and correct on and as of the Closing Date and shall survive the consummation of the transactions contemplated by this Agreement. Any action based upon an alleged breach of a representation or warranty contained in this Agreement (as distinguished from a breach of a covenant of either party to the other hereunder) shall be brought within twelve (12) months from and after the Closing Date (as hereinafter defined) or shall be deemed waived. Seller and Buyer hereto acknowledge and agree that the only representations and warranties made by Seller in connection with the transactions contemplated by this Agreement are those that are set forth herein, which representations and warranties shall supersede any and all information, representations and warranties made by Seller prior to the date hereof, including during due diligence.

8. Notice/Disclosure of Transaction. The Parties agree that it is in their mutual best interests, and the best interests of Seller's customers, that a joint notice outlining the timing of this purchase and sale, the terms and timing of recycling collection from customers after the Closing, and other operational matters be provided to Seller's customers no later than February 28, 2022, and a press release to be published on the Buyer's website and in the Daily Sentinel, and available to the media on request. The parties agree to jointly prepare that notice and to reference therein the successful partnership of the parties over the past thirty (30) years in the creation and operation of the program under the Recycling Agreement and that the subject purchase and sale is an amicable commercial transaction.

9. Closing.

The closing under this Agreement (the "Closing") shall take place at the offices of Buyer, Grand Junction, Colorado at 4:00 p.m. MST on February 18, 2022 (the "Closing Date").

(a) Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered to Buyer:

(i) All bills of sale, instruments of assignment, releases, termination statements and other instruments and documents, and passwords or security codes which control or restrict access to computer equipment and programs, as may be necessary to convey to Buyer title to all the Transferred Assets, free and clear of all liens, claims, charges, security interests and encumbrances of any kind, except those disclosed by Seller to Buyer and expressly assumed or created by Buyer pursuant to this Agreement;

(ii) The written consents to assignment of all persons and entities whose written consent is necessary to the continued effectiveness and validity, after assignment or transfer as provided herein, of all Included Contracts;

(iii) All keys of the premises occupied by Seller, and all keys, passwords, and security codes to any equipment transferred to Buyer pursuant to this Agreement; and

(iv) Copies of the books, records and files of Seller included in the Transferred Assets, as defined above;

(v) A company resolution of Seller authorizing and approving the transaction contemplated herein;

(vi) Such other documents, instruments or certificates as shall reasonably be requested by Buyer or its counsel.

(b) Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered, to Seller:

(i) The full Purchase Price to be paid at Closing pursuant to Section 2 hereof; and

(ii) Such other documents, instruments or certificates as shall reasonably be requested by Seller or its counsel.

#### 10. Brokers and Finders.

Each of the parties hereto represents and warrants to the others that it has not employed or retained any broker or finder in connection with the transactions contemplated by this Agreement nor has it had any dealings with any person which may entitle that person to a fee or commission from any party hereto. Each of the parties hereto indemnifies and holds the others harmless from and against any and all claims, demands or damages whatsoever by virtue of any such arrangement or commitment made by it with or to any person that may entitle such person to any fee or commission from the other parties to this Agreement.

11. Noncompetition.

(a) Noncompetition Covenants. Because of the importance of Steve Foss and Elaine Foss (the "Fosses") to the development and operation of the Business by Seller, as well as their knowledge of and reputation in Seller's industry, Buyer is unwilling to enter into and perform this Agreement unless the Fosses agree to be bound by the restrictive covenants contained in this Section 11. In addition, the Parties expressly recognize that, should the Fosses or Seller violate the provisions of this Section 11, the value of the Transferred Assets to Buyer could be severely diminished. The Parties also expressly recognize that there are many other business opportunities available to the Fosses. For these reasons, as additional consideration for the mutual obligations of the Parties hereunder in recognition of the benefits to the Fosses of the transactions contemplated herein, to induce Buyer to enter into this Agreement and for the benefit of Buyer, the Fosses agree that the following restrictive covenants are fair and reasonable. By executing this Agreement, the Fosses agree to be bound by all of the terms and conditions of this Section 11.

(b) Duration and Extent of Restriction. The Fosses shall not, for a period ending five (5) years from and after the Closing Date, within Grand Junction, Colorado, engage in a business or enterprise which includes the sale, marketing, installation, service, or consultation regarding waste recycling, the same as or similar to, or in general competition with, the Business. The term "engage in" shall include, but shall not be limited to, activities, whether direct or indirect, as owner, proprietor, partner, joint venturer, franchisor, stockholder, consultant or lender.

(c) Restrictions with Respect to Customers. In furtherance of, and without in any way limiting the restriction in subsection (b) of this Section 11, for the period specified in subsection (b) of this Section 11, the Fosses shall not, directly or indirectly:

(i) request any present or future customer(s) or supplier(s) of Seller to curtail or cancel their business with the Business;

(ii) disclose the identity of any past, present or future customers of either Seller or Buyer to any other person or entity engaged in a business the same as, similar to or in general competition with the Business;

(iii) solicit or canvas, or authorize any other person to solicit or canvas, from any past, present or future customers of either Seller or Buyer, any business for either Seller or any other person or entity engaged in a business the same as, similar to or in general competition with the Business, as owned and operated by Buyer; or

(iv) induce or attempt to influence any employee of Buyer to terminate his or her employment.

As used in this subsection (c) "future customer" shall mean a customer with whom business will have been transacted by Buyer between the date hereof and the end of the term specified in subsection (b) of this Section 11.

(d) Remedies for Breach. The Fosses acknowledge that the restrictive covenants contained in this Section 11, in view of the nature of the business in which Seller has been engaged, are reasonable and necessary to protect the legitimate interests of Buyer and that any violation of these restrictive covenants would result in irreparable injury to Buyer. The Fosses agrees that, in the event of a violation of any of such restrictive covenants, Buyer shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Buyer may be entitled. In the event of a violation, the period of noncompetition referred to in this Section 11 shall be extended by a period of time equal to that period beginning when such violation commenced and ending when the activities constituting such violation shall have been finally terminated in good faith. If it is determined by a court of competent jurisdiction that the foregoing restrictive covenants, or any part(s) thereof, are illegal or unenforceable, it is the intent of the Fosses and Buyer that the scope of the covenant(s) be reduced by such court to conform to the requirements of law.

12. Indemnification.

A. Seller Indemnity. Seller agrees to indemnify and hold harmless Buyer and its representatives, officers, directors, employees, agents, members, managers, agents, affiliates, predecessors, successors and assigns (the “Buyer Indemnitees”) from and against any and all costs, losses, liabilities, damages, litigation, claims, costs and expenses, including reasonable attorney’s fees and other expenses of investigation and defense (collectively, the “Damages”) to which the Buyer Indemnitees may become subject to or which are incurred in connection with, arise out of, result from, or are attributable to: (i) any breach of the terms of this Agreement or any certificate or other document delivered hereunder or pursuant hereto by Seller, including any breach of any representation or warranty made by Seller, or the failure by Seller to perform any of the covenants or obligations contained herein or in any certificate or other document delivered hereunder or pursuant hereto; (ii) any of the Excluded Liabilities (including any claims asserted under any principle or theory of successor or transferee liability); or (iii) any use of the assets by Seller before the effective time of the Closing.

B. Buyer Indemnity. To the fullest extent allowed by applicable law, Buyer agrees that to indemnify and hold harmless the Seller and its representatives, directors, officers, employees, members, managers, agents, affiliates, predecessors, successors, and assigns (the “Seller Indemnitees”) from and against any and all damages to which the Seller Indemnitees may become subject to or which are incurred in connection with, arise out of, result from, or are attributable to: (i) any breach of the terms of this Agreement or any certificate or other document delivered hereunder by Buyer, including any breach of any representation or warranty made by Buyer, or the failure by Buyer to perform any of the covenants or obligations contained herein or in any certificate or other document delivered hereunder or pursuant hereto; or (ii) any use of the assets by Buyer on or after the effective time of the Closing.

13. Miscellaneous.

(a) Indulgences. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(b) Controlling Law; Venue. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of Colorado, notwithstanding any other conflict-of-law provisions to the contrary. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against the applicable party in the Colorado District Court for the County of Mesa, and each party hereby consents to the jurisdiction of such court in any such action or proceeding and waives any objection to venue laid therein.

(c) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered personally or mailed to the parties at the addresses set forth below:

If to Buyer:                   CITY OF GRAND JUNCTION  
Attn: John Shaver, City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

If to Seller:                   GJCRI  
Attn: Steve and Elaine Foss  
PO Box 23264  
Glade Park, CO 81523

If to Fosses:                   Steve and Elaine Foss  
PO Box 23264  
Glade Park, CO 81523

Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) on the next business day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next business day delivery, and (iii) on the 3<sup>rd</sup> business day following the date on which the piece of mail containing such communication is

posted, if sent by mail. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this subsection 13(c) for the giving of notice.

(d) Binding Nature of Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, in its sole discretion.

(e) Attorneys' Fees and Costs. In the event of any litigation, arbitration or other proceeding to enforce any of the provisions of this Agreement, the prevailing party in such proceeding shall be entitled to an award of its reasonable attorneys' fees and costs incurred in prosecuting or defending such action, as the case may be.

(f) Further Assurances. Each party hereto shall execute and deliver all other agreements, instruments and documents and take all other actions as any other party hereto may, from time to time, reasonably request in order to effectuate the transactions contemplated herein.

(g) Provisions Severable. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable, in whole or in part.

(h) Entire Agreement. This Agreement, including all exhibits hereto and all documents contemplated hereby, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written,. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by facsimile signature, each of which shall be deemed an original and all of which taken together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CURBSIDE RECYCLING INDEFINITELY, INC.,  
dba GJ CRI a Colorado corporation

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

Acknowledged and agreed as to Section 11 only:

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Steven M. Foss

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Elaine Lawrie Foss

**BUYER:**

**CITY OF GRAND JUNCTION,**  
a Colorado Home Rule municipality

By \_\_\_\_\_  
Greg Caton  
City Manager



Resolution No. \_\_-22

Approving an Asset Purchase Agreement for the City's Acquisition of Grand Junction Curbside Recycling Indefinitely (GJ CRI)

Recitals.

GJ CRI has conducted a waste recycling materials business in and for the City for many years. The business has been most recently conducted pursuant to an agreement by and between GJ CRI and the City dated July 18, 2007. The City and GJ CRI have negotiated and agreed that the City will affect the purchase from GJ CRI of substantially all of the assets upon the terms and conditions set forth in the attached Asset Purchase Agreement and the schedules incorporated therein (Agreement).

NOW, THEREFORE, BE IT RESOLVED, in consideration of the Agreement and GJ CRI's express intention to be bound to the terms thereof, the City Council ratifies, authorizes and approves:

- 1) The purchase for \$389,636.50 of substantially all of the assets of Grand Junction Curbside Recycling Indefinitely (GJ CRI) upon the terms and conditions set forth in the Asset Purchase Agreement and the schedules attached to and incorporated therein; and,
- 2) All actions heretofore taken by the officers, employees and agents of the City relating to the Asset Purchase Agreement which are consistent with the provisions of the attached Agreement and this Resolution; and,
- 3) The purchase is for and in support of the operations of the City and will benefit the City and its residents. Accordingly, all actions taken or to be taken by the officers, employees and agents of the City relating to the use of the acquired Assets and the conduct of business thereunder and/or therewith, which are consistent with the provisions of this Resolution, are ratified, approved and confirmed.

PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF FEBRUARY 2022.

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C.B. McDaniel  
City Council President

ATTEST:

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Laura Bauer  
Interim City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #3.f.

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**Meeting Date:** February 16, 2022

**Presented By:** Randi Kim, Utilities Director, Jay Valentine, General Services Director

**Department:** Utilities

**Submitted By:** John Eklund, Public Works Project Engineer

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### **Information**

#### **SUBJECT:**

Flowline Replacement – Pipe & Supply/Materials Purchase

#### **RECOMMENDATION:**

Staff recommends that City Council authorize the City Purchasing Division to execute a purchase order with Core & Main LP for the Flowline Replacement – Pipe & Supply/Materials in the amount of \$6,166,187.20.

#### **EXECUTIVE SUMMARY:**

This material purchase will provide pipe and appurtenances needed for three water supply line projects scheduled for 2022: the Purdy Mesa Flowline Replacement, the Kannah Creek Flowline Replacement, and the new interconnection between the two transmission lines. The projects renew water supply infrastructure that is past its design life, thereby ensuring delivery of treated water to the City's customers.

Considering the large quantity of materials, current price volatility, and long-lead times due to supply chain interruptions, the Staff initiated an invitation to bid to purchase materials directly rather than as part of a construction contract while engineering design is still underway. This allows the City to take advantage of current pricing ahead of the busy construction season and discounts associated with larger quantity purchases. It will also allow for earlier order time to facilitate delivery ahead of construction.

The total cost for the purchase of these materials is \$6,166,187.20, which is funded by the Water Enterprise Fund. The bulk of the materials will be delivered by July 2022 with the exception of certain valves that will be delivered by mid-September 2022. A separate invitation to bid will be issued after design completion and construction is scheduled for completion by December 2022.

**BACKGROUND OR DETAILED INFORMATION:**

The Purdy Mesa and Kannah Creek Flowlines deliver raw water from the base of the Grand Mesa to the City's two water treatment plants. The Utilities Department has been working to renew these important pipelines, which are both past their design life, to ensure reliable and safe drinking water to its customers. The final two segments of the Purdy Mesa Flowline, that will be replaced, total 6.1 miles. The segments of the Kannah Creek Flowline to be replaced have been identified as high priority due to break history, steep, rugged terrain and challenging access. Portions of both flowlines will be realigned to improve access and ease of maintenance, with less impact on adjacent residents.

The projects include replacement of approximately 6.1 miles of the Purdy Mesa Flowline and 2.9 miles of the Kannah Creek Flowline. In addition, a new interconnection will be constructed between the Purdy Mesa and Kannah Creek Flowlines that will improve operational flexibility and resiliency of water supply during drought and other situations that could interrupt operation of either line.

A formal Invitation for bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Four companies submitted bids, all of which were found to be responsive and responsible for the amounts below. Of the four bids, only the first two companies submitted prices for all items. The latter two only submitted pricing for select items and were found to be non-responsive.

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Core & Main	Grand Junction, CO	\$ 6,166,187.20
Grand Junction Pipe & Supply	Grand Junction, CO	\$ 6,280,105.76
Grand Junction Winwater	Grand Junction, CO	Non-responsive
VSI Waterworks	Alpharetta, GA	Non-responsive

**FISCAL IMPACT:**

The total cost for the purchase of these materials is \$6,166,187.20. These expenses were included in the 2022 Adopted Budget for the Water Enterprise Fund in two capital projects; \$7.5 million for the Purdy Mesa Flowline and \$3.55 million for the Kannah Creek Flowline Replacement. These projects will be funded by a low interest loan from the CWCB Water Loan program as well as a \$300,000 grant from the Bureau of Reclamation.

Budgeted expenses are as follows:

<b>Project Name</b>	<b>2022 Budget</b>	<b>Pipe Material Expense</b>
Purdy Mesa Flowline Replacement	\$7,500,000	\$4,662,612.05
Kannah Creek Flowline Replacement	\$3,550,000	\$1,503,575.15
Total:	\$11,050,000	\$6,166,187.20

The remaining budget is available for construction and other related expenses.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) City Purchasing Division to execute a purchase order with Core and Main, LP of Grand Junction, CO for the Flowline Replacement – Pipe & Supply/Materials Purchase in the amount of \$6,166,187.20.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** February 16, 2022

**Presented By:** Greg Caton, City Manager

**Department:** City Manager's Office

**Submitted By:** Gregory LeBlanc, Sr. Assistant to the City Manager

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### **Information**

#### **SUBJECT:**

A Resolution Accepting AIP Grant No. 3-08-0027-074-2022 Concessions Rent Relief Airport Rescue Grant Agreement in the Amount of \$214,188 for Concession Relief Under the American Rescue Plan Act (ARPA) Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the City Manager and City Attorney to Sign

#### **RECOMMENDATION:**

Staff recommends approval of this grant.

#### **EXECUTIVE SUMMARY:**

The FAA is providing concession relief funds under the American Rescue Plan Act of 2021 for airport sponsors to relieve rent and minimum annual guarantees, proportionally, to eligible small and large in-terminal concessions through the Concessions Rent Relief Airport Rescue Grant Agreement in the amount of \$214,188 for concession relief under the American Rescue Plan Act (ARPA) between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority.

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

The FAA is providing concession relief funds under the American Rescue Plan Act of 2021 for airport sponsors to relieve rent and minimum annual guarantees, proportionally, to eligible small and large in-terminal concessions. The objective of the program is to enable airports to provide relief to concessionaires that have suffered decreases in revenue as a result of the decline in passenger traffic from the COVID-19 pandemic. The relief will be allocated proportionately to eligible concessionaires by size in accordance with the FAA guidance. This grant will be administered in accordance

with the authority delegated to the Executive Director and Finance Director in Resolution 2021-006 and the concession relief plan will be submitted to the Executive Committee for review and approval before any relief is applied to tenant invoices. The funds are available for use until September 20, 2025. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority.

The Concessions Rent Relief Airport Rescue Grant Agreement in the amount of \$214,188 for concession relief under the American Rescue Plan Act (ARPA) between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority.

The grant offer was approved by the Airport Board of Commissioners at their January 18, 2022 meeting and by the Mesa County Board of Commissioners at their February 8, 2022 meeting.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City as a result of this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 20-22, a resolution authorizing the City Manager to sign and submit a Grant Agreement and Supplemental Co-Sponsorship Agreement in support of the Grand Junction Regional Airport to the Concessions Rent Relief Airport Rescue Grant Agreement in the amount of \$214,188.

**Attachments**

1. 2.1 GJT-NMG-3-08-0027-074-2022-Grant Agreement
2. RES-Concession Grant 020922



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

FAA DEN ADO  
26805 E 68<sup>th</sup> Ave, Suite 224  
Denver, CO 80249

## Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

January 10, 2022

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

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

Ms. Janet Rowland, Chair  
Mesa County Board of Commissioners  
544 Rood Avenue  
Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Ms. Rowland:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-08-0027-074-2022 for Grand Junction Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 28, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi Invoicing System. The



terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

Mike Matz is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Mike Matz at [michael.b.matz@faa.gov](mailto:michael.b.matz@faa.gov). The FAA sincerely values your cooperation in these efforts.

Sincerely,



[Marc Miller \(Jan 10, 2022 16:04 MST\)](#)

Marc Miller  
Acting Manager, Denver Airports District Office



Department of Transportation  
Federal Aviation  
Administration

**CONCESSIONS RENT RELIEF AIRPORT RESCUE**

**GRANT AGREEMENT**

**PART I – OFFER**

Federal Award Offer Date                    January 10, 2022

Airport/Planning Area                         Grand Junction Regional Airport

Concessions Rent Relief Airport  
Rescue Grant Number                         3-08-0027-074-2022                         [Contract No. DOT-FA22NM-K1048]

Unique Entity Identifier                        15-613-5394

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated September 22, 2021 for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Grand Junction Regional Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

**WHEREAS**, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

**WHEREAS**, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Grand Junction Regional Airport, consisting of the following;

**WHEREAS**, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

**WHEREAS**, this Grant hereby obligates \$171,350 to in-terminal Small Airport Concessions per the ARP Act, and \$42,838 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport

concession in an amount that reflects each eligible in-terminal airport concession’s proportional share of the total amount of the rent and MAG at Grand Junction Regional Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called “the Plan”), until the funds have been fully expended;

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement (“Grant Agreement” or “Agreement”); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$214,188, allocated as follows:

\$171,350	ARPA Small Concessions	KZ2022
\$42,838	ARPA Large Concessions	KY2022

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. The Period of Performance:
  - 1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
  - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
- b. The Budget Period:
  - 1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
  - 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
- c. Closeout and Termination.



1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before February 28, 2022, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
- 11. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract.
- 15. Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
- 16. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

**18. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under this Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –
    - A. Associated with performance under this Grant Agreement; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB



Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

**19. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:
    - A. Gross mismanagement of a Federal grant;
    - B. Gross waste of Federal funds;
    - C. An abuse of authority relating to implementation or use of Federal funds;
    - D. A substantial and specific danger to public health or safety; or
    - E. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - A. A member of Congress or a representative of a committee of Congress;
    - B. An Inspector General;
    - C. The Government Accountability Office;
    - D. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
    - E. A court or grand jury;
    - F. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - G. An authorized official of the Department of Justice or other law enforcement agency.
  - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Co-Sponsor**. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained and attached herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
21. **Limitations**. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
22. **Face Coverings Policy**. The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#) is no longer effective.
23. **Small and Large Concessions Rent Relief Set-Asides**. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
24. **Concessions Rent Relief Airport Rescue Plan**. The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
25. **Small Airport Concessions Rent Relief Set-Aside**. The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than \$56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
26. **Large Airport Concessions Rent Relief Set-Aside**. The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of more than \$56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
27. **Adjustments to Proportionality among Airport Concessions**.
- a. **Adjustments to Proportionality among Airport Concessions Set-Aside**. The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected



during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

- b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.
- 28. Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.
- 29. Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

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

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 10, 2022

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Marc Miller*

Marc Miller (Jan 10, 2022 16:04 MST)

(Signature)

**Marc Miller**

(Typed Name)

**Acting Manager, Denver Airports District Office**

(Title of FAA Official)

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Dated

L

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

*(Name of Sponsor)*

*(Signature of Sponsor's Designative Official/Representative)*

**By:**

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

*(Title of Sponsor's Designative Official/Representative)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*



**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**CITY OF GRAND JUNCTION, COLORADO**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designative Official/Representative)*

**By:**

\_\_\_\_\_  
*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designative Official/Representative)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions rent and MAG relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

By:

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated \_\_\_\_\_

**COUNTY OF MESA, COLORADO**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designative Official/Representative)*

**By:**

\_\_\_\_\_  
*(Type Name of Sponsor's Designative Official/Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designative Official/Representative)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions rent and MAG relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*



## CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

#### A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

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

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

#### FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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

##### **1. Purpose Directly Related to the Airport.**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

###### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

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

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—



- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

- a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

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

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

## c. Duration

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

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

## d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

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

## e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-

grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

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

**11. Disadvantaged Business Enterprises.**

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

RESOLUTION \_\_\_-22

AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Federal Aviation Administration (FAA) has awarded the Grand Junction Regional Airport Authority (GJRAA or Airport)/its sponsors, American Rescue Plan Act (ARPA) funds (Funds) to proportionally relieve rent and minimum annual for in-terminal concession operations. The Funds are to provide relief to concessionaires that have suffered decreases in revenue as a result of the decline in passenger traffic from the COVID-19 pandemic. The Funds will be allocated proportionately to eligible concessionaires by size in accordance with FAA guidance.

The Funds will be administered in accordance with the authority delegated to the GJRAA Executive Director and Finance Director pursuant to GJRAA Resolution 2021-006. The concession relief plan will be submitted to the GJRAA Executive Committee for review and approval before any Funds are applied to tenant invoices. The amount of the ARPA grant award represents 100% of the estimated costs of the plan. The Funds are available for use until September 20, 2025.

As creators and co-sponsors of the Airport, the Mesa County Commission and the Grand Junction City Council must approve grant awards from the FAA for the use and benefit of the GJRAA. The FAA grant offer is \$214,188.00. Mesa County approved the grant at its February 8, 2022 meeting.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Offers and Agreement(s) from the Federal Aviation Administration in the amount of \$214,188.00 in support of, and for the use and benefit of the GJRAA as described generally herein and in more detail in the Grant Offer and Agreement(s) (grant offer No. 3-08-0027-074-2022).

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$214,188.00 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorizes the City Manager and City Attorney to sign the Grant and Co-Sponsorship Agreements.



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C.B. McDaniel  
President of the Council

ATTEST:

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Laura Bauer  
Interim City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** February 16, 2022

**Presented By:** Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for Dos Rios Riverfront Revitalization

#### **RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to submit a \$600,000 grant request to the Colorado Department of Local Affairs for the development of the Riverfront at Dos Rios.

#### **EXECUTIVE SUMMARY:**

Grand Junction is currently experiencing a riverfront revitalization. Dos Rios is at the epicenter of this effort, as a public-private partnership is working to enable this dramatic conversion from a junkyard to a community hub. Grant funding is necessary to maximize the success of the project and the City will submit a grant request to the Colorado Department of Local Affairs should this resolution be approved. Grant funding will expand the public improvements already funded in the 2022 budget currently slated to deliver riverfront improvements, including riverbank clean-up and improvement, a public beach area, an expansive splash pad, and a destination playground.

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

The City of Grand Junction requests a DOLA grant to support the Dos Rios development, a public-private partnership currently transforming the site. It is a 58-acre mixed-use development in the heart of the City of Grand Junction. The project consists of 15.8 acres of parks and open space, 9.5 acres for light industrial/commercial, and 10.2 acres for mixed-use development. The DOLA grant would enable the expansion of the Dos Rios splash park, enable more extensive riverfront improvements and support the new destination play feature.

The Dos Rios development is at the center of the “String of Pearls” along the river corridor, a vision for stellar amenities close to town and along the Colorado River. Throughout the 58 acres, the horizontal infrastructure has recently been completed. This includes all utilities: 6,400 feet of storm drains, 1,900 feet of sewer lines, 5,600 feet of domestic water, 10,500 feet of raw water for irrigation, 3,800 feet of joint utility trenching (Xcel gas and power, CenturyLink, Spectrum, Fiber) 28 street lights and 158 pedestrian level lighting. Improvements also include 36,000 cubic yards of earthwork, 30,000 cubic yards of fill, landscaping, 10,800 feet of curb, gutter, and sidewalk, parking areas, 5,200 feet of interior roadways, 850 linear feet of Colorado River bank stabilization, along with the overhead required such as mobilization, traffic control, and construction testing.

The 15.8 acres available for parks and open space will be publicly available and open to the community. The private mixed-use development is planned to break ground in mid-2022. This \$600,000 grant request is for the expansion of the public realm amenities to maximize the success of the project.

**FISCAL IMPACT:**

This \$600,000 grant request will expand the budget for the Dos Rios Public Amenities funded in the 2022 adopted budget currently at \$1 million. Should a grant be rewarded, staff will return to City Council to authorize the additional spending of the grant funding through a supplemental appropriation.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 21-22, a resolution authorizing the City Manager to submit a grant request to the Department of Local Affairs' Energy and Mineral Impact Assistance Program for development of the Riverfront at Dos Rios.

**Attachments**

1. DOLA Grant App CC Resolution Dos Rios 2 2022



**CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. \_\_\_-22**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT  
REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA)  
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM FOR DEVELOPMENT  
OF THE RIVERFRONT AT DOS RIOS**

**RECITALS.**

Recitals:

Dos Rios, 58 acres of land that has been used historically as a landfill and junkyard, is undergoing a dramatic transformation with conversion to a mixed used development including 16 acres of developed parkland.

The "Project" plan centers around the expansion of public realm amenities partly funded in 2022 including riverfront improvements, a splash park and playground. These amenities complement the recently built and installed horizontal infrastructure including utilities, roadways and curb gutter and sidewalk. The additional of expanded park components beyond the basic park design depends on the receipt of grant funding from the Department of Local Affairs (DOLA).

After due consideration, the City Council of the City of Grand Junction supports the Project and desires the City to submit a DOLA grant application in the amount of \$600,000 to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to complete the Project.

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

- 1: The City Council of the City of Grand Junction strongly supports the application to DOLA to obtain funds needed to complete the expanded Project. The City Manager is authorized and directed to work to finalize and timely submit such DOLA grant application.
- 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project, and authorizes the City Manager to sign an appropriate grant agreement on behalf of the City as grantee of the DOLA grant.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2022.

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Chuck McDaniel  
President of the Council

ATTEST:

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Laura Bauer  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.a.**

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**Meeting Date:** February 16, 2022  
**Presented By:** Scott Peterson, Senior Planner  
**Department:** Community Development  
**Submitted By:** Scott Peterson, Senior Planner

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**Information**

**SUBJECT:**

Accept a Request by Frog Pond, LLC for the Dedication of 1.06 Acres of Land in the Proposed Frog Pond Subdivision

**RECOMMENDATION:**

Staff recommends the City conditionally accept the dedication of 1.06-acres of land encompassing portions of and adjacent to No Thoroughfare Wash within the proposed Frog Pond Subdivision (proposed Tract A) located at 2501 Monument Road.

**EXECUTIVE SUMMARY:**

The Applicant, Frog Pond LLC, proposes the City accept dedication of 1.06-acres of open space located within and adjacent to No Thoroughfare Wash within the proposed Frog Pond Subdivision (proposed Tract A) located at 2501 Monument Road in lieu of payment of the required 10% Open Space Fee. The proposed open space tract of land is part of the No Thoroughfare Wash drainageway and is located on the west side of Monument Road.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

A Final Subdivision Plan for a total of 12 dwelling units comprised of single-family detached along with two (2) existing duplex units and one (1) lot reserved for future commercial development, is currently under review by the City for the proposed Frog Pond Subdivision to be located at 2501 Monument Road (3.30-acres total) (City file # PLD-2020-146). The proposed residential development would be constructed within one (1) filing. Existing zoning for the property is PD (Planned Development) and the proposed overall residential density for the subdivision will be 4.84 du/ac.

Section 21.06.020 (a) (1) of the Zoning and Development Code states: *“the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10% of the gross acreage of the property or the equivalent of 10% of the value of the property. The decision as to whether to accept money or land as required by this section shall be made by the Director.”* Further, subsection (4) states: *“...The City Council may accept the dedication of land in lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10% of the value of the property.”* Under this requirement, the minimum land dedication requirement for this subdivision would be 0.33-acres (based 3.30-acres). The applicant’s proposed dedication to the City is 1.06-acres of property.

As part of the proposed development, the Applicant is proposing to provide a separate tract (Tract A – 1.06 acres) located on the west side of Monument Road for the area that encompasses the existing hillside and No Thoroughfare Wash that would be granted to the City in-lieu of payment of the required 10% Open Space fee. The proposed residential lots/dwelling units and commercial lot would be located on the east side of Monument Road and would include the remaining 2.24-acres. The City of Grand Junction also presently owns the adjacent property to the south, 2478 Monument Road which totals an additional 1.26-acres.

The Public Works Director has expressed an interest that wash basins should be under public control for maintenance purposes for the conveyance of stormwater and recommends the City conditionally accept the open space dedication. Presently, this area of No Thoroughfare Wash is private property, owned by the Applicant.

Early in the development stages and as part of the original Outline Development Plan application in 2018 (City file # PLD-2018-350), the applicant had planned to donate the land to the City as part of the development review process. The City’s Public Works Director has also expressed an interest in acquiring the property due to the fact that No Thoroughfare Wash has become a maintenance problem more recently as the area has become filled with sediment and heavy debris this past year caused by rainstorms earlier in 2021 with runoff from the Colorado National Monument and adjacent properties. Due to this excess debris, the City and County are currently working together to remove the debris in this area with an anticipated start date in first quarter 2022 so that the channel can begin to flow again in its natural basin and not overflow Monument Road as has been the case this past year. Therefore, the City has indicated that dedication of proposed Tract A to the City would be the preferred option rather than payment of the open space fee so that the City would have control over this property.

As part of the Final Subdivision Plan application and as part of this request, City staff recommends conditional acceptance of Tract A by the City. Presently, the adjacent neighbor, Bernard and Jeanne Hejny, 115 Glade Park Road have an existing shed that encroaches on proposed Tract A. The shed has encroached onto the applicant’s property for many years but went unnoticed until the applicant was surveying the property as part of the subdivision application. The applicant approached the owners with an Easement Agreement document that would need to be signed acknowledging

the encroachment and when and if they would ever sell their property, the shed would need to be removed (see attached Easement Agreement). The applicant has stated that the Hejny's appear to be supportive of signing the document. City staff is agreeable to this approach that the shed can remain as is until such a time as the Hejny's sell their property. Recording fees for the Easement Agreement document would be the responsibility of the applicant.

### **ANALYSIS**

In accordance with the Zoning and Development Code, payment of a fee in lieu of open space dedication can be considered so long as the fee is at least 10 percent of the appraised value of the property. The Applicant did complete an MAI appraisal of the property and it was determined that the 3.3-acres had a value of \$152,000.00. Additionally, the value of the land to be dedicated has been reviewed by a third-party appraiser who found the property proposed to be dedicated (1.06-acres) has a value that exceeds the 10% value as determined for the payment of the 10% Open Space fee.

### **FISCAL IMPACT:**

If accepted by the City, future maintenance responsibilities of the tract of land would fall upon the City. However, in accordance with the Zoning and Development Code, payment of a fee in-lieu of open space dedication can be considered so long as the fee is at least 10 percent of the appraised value of the property. The required open space fee for the proposed Frog Pond Subdivision would be \$15,200.00 (10% of the appraised land value of \$152,000.00).

### **SUGGESTED MOTION:**

I move to (conditionally approve/deny) the request to accept the dedication of land in the Frog Pond Subdivision, proposed Tract A, 1.06-acres, with the following condition as outlined within Staff Report, in compliance with Section 21.06.020 (a) (1) of the Zoning and Development Code.

Condition #1: Ratification and recording of Easement Agreement by both Applicant and property owner of 115 Glade Park Road regarding existing shed encroachment and process for removal at a later date.

### **Attachments**

1. Letter from Applicant - Requesting Tract A to the City
2. Aerial Photo
3. Proposed Subdivision Plat - Frog Pond Subdivision
4. Easement Agreement with Adjacent Property Owner - Shed
5. MAI Appraisal Report - Frog Pond Subdivision



Sept 2, 2020  
City of Grand Junction  
Community Development  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

SUBJECT: FROG POND SUBDIVISION TRACT A LAND DEDICATION

To Whom it may concern:

On behalf of Frog Pond, LLC, we propose that the City of Grand Junction accept the dedication of Tract A of Frog Pond Subdivision PLD-2020-146. This land has been planned as a donation to the City since the original ODP, PLD-2018-350, was presented and accepted in December of 2018.

This dedication includes 45,870 square feet of land, just over one acre, on the west side of Monument Road, and dedicating this land will provide wetlands protection, allow for drainage maintenance, and preserve a wildlife corridor for this portion of Monument Road.

This Tract of land is currently bordered to the south by 2478 Monument Road which is also owned by the City of Grand Junction.

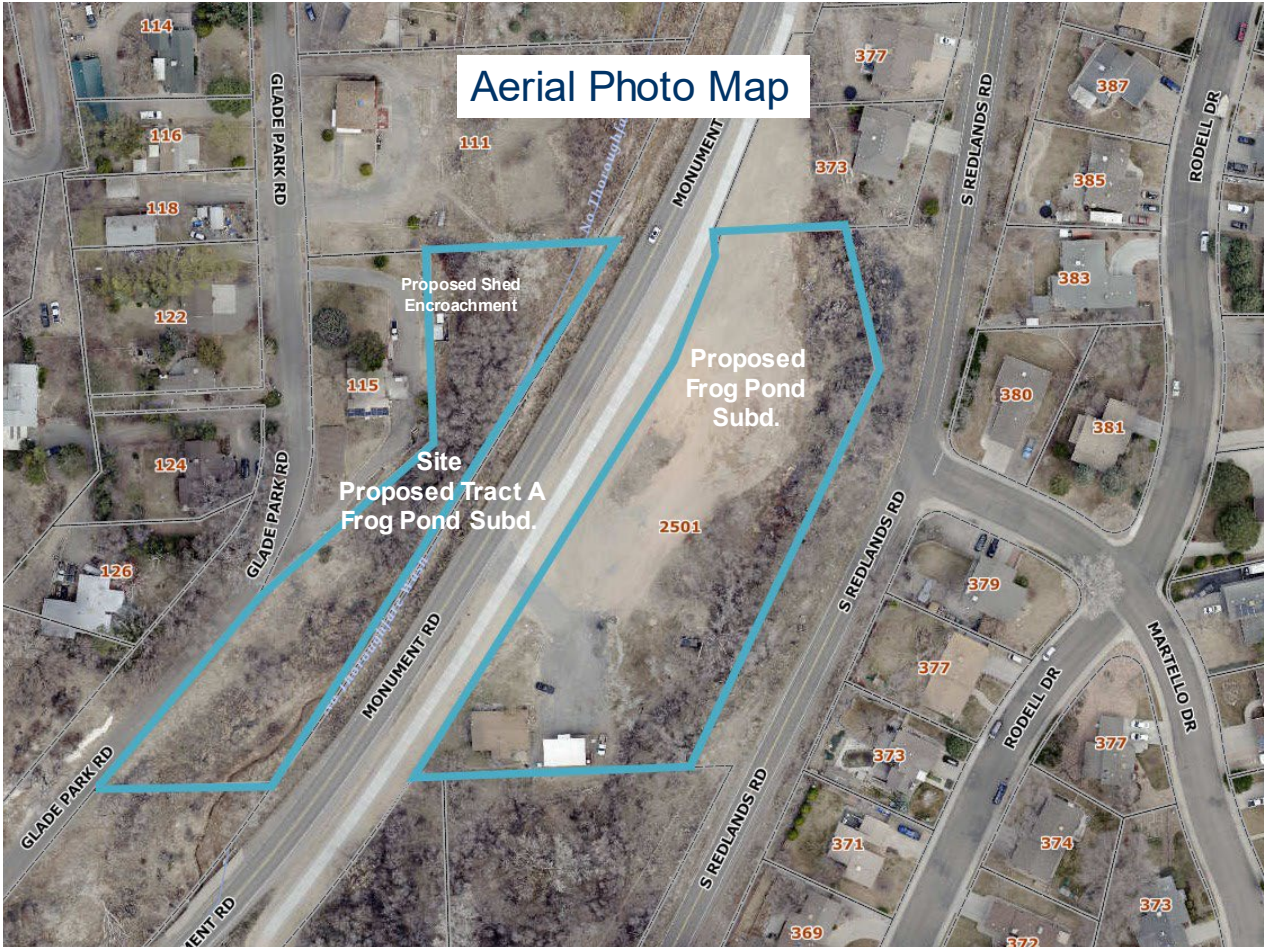
Per the requirements of the code, the applicant will either dedicate land equal to 10% of the total, or provide a fee in lieu equal to 10% of the value of the land determined by a limited use appraisal. Because the land being dedicated is approximately 30% of the total and knowing that the City has already expressed a desire for the land both at the staff level and the council level, we are submitting this request without the appraisal.

We thank you for your consideration in this matter and please let us know if you have questions. The property is currently going through the subdivision process and the dedication will happen at plat recording.

Respectfully,



Kevin Bray  
Manager, Frog Pond LLC









# FROG POND SUBDIVISION

## Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W., Ute Meridian. City of Grand Junction, Mesa County, Colorado

Know All Persons By These Presents:

The undersigned, Frog Pond LLC, is the owner of record of that real property situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West, City of Grand Junction, County of Mesa, State of Colorado, the ownership of which is demonstrated at Reception Number 2739927 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Beginning at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO, at the north one-sixteenth corner common to said Section 22 and Section 21 (P.O.B. 1), whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto,

Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 42.20 feet to the east line of Right of Way as recorded at Reception Number 2764923 and a point of cusp on a curve concave to the northwest having a radius of 1380.61 feet and a central angle of 03°14'13" and being subtended by a chord which bears North 34°36'22" East 77.99 feet;  
 Thence northeasterly along said curve, a distance of 78.00 feet;  
 Thence North 33°05'30" East, a distance of 286.84 feet to the beginning of a curve concave to the northwest having a radius of 1225.43 feet and a central angle of 08°42'08" and being subtended by a chord which bears North 29°08'52" East 185.94 feet;  
 Thence northeasterly along said curve, a distance of 186.12 feet to the south line of Lot 4 of Little Rock Minor Subdivision as recorded at Reception Number 1819881;  
 Thence North 89°17'42" East, a distance of 114.11 feet to the west line of right of way as recorded at Reception Number 1001479;  
 Thence South 10°27'18" East, a distance of 126.51 feet;  
 Thence South 26°32'42" West, a distance of 384.75 feet to the south line of the Northwest quarter of the Northwest quarter of said Section 22;  
 Thence North 89°46'42" West, a distance of 214.39 feet to the Point of Beginning.

Together with a parcel of land as recorded at Reception Number 2739927 at the Mesa County Clerk and Recorder, situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO, at the north one-sixteenth corner common to said Section 22 and Section 21, whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto.  
 Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 161.35 feet to the Point of Beginning (P.O.B. 2);  
 Thence South 89°16'28" West, a distance of 142.66 feet to the east right of way line of Glade Park road as recorded at Reception Number 258205;  
 Thence North 42°15'31" East, a distance of 223.03 feet to the southwest corner of Lot 20 of Mesa Vista Subdivision as recorded at Reception Number 258205;  
 Thence North 49°27'27" East, a distance of 202.02 feet to the southeast corner of said Lot 20;  
 Thence North 00°05'37" West, a distance of 165.05 feet to the northeast corner of said Lot 20;  
 Thence North 89°16'15" East, a distance of 144.89 feet to the west line of right of way as recorded at Reception Number 989557 and a point of cusp on a curve concave to the northwest having a radius of 1859.86 feet and a central angle of 03°46'28" and being subtended by a chord which bears South 31°15'09" West 122.50 feet;  
 Thence southwesterly along said curve, a distance of 122.52 feet;  
 Thence South 33°08'23" West tangent to said curve, a distance of 286.84 feet to the beginning of a curve tangent to said line;  
 Thence southwesterly a distance of 144.38 feet along the curve concave to the northwest, having a radius of 1382.39 feet and a central angle of 05°59'03" and being subtended by a chord which bears South 36°07'55" West 144.32 feet, to the Point of Beginning.

Said owners have by these presents laid out, platted and subdivided the above described real property into parcels, Lots, Tracts and streets as shown hereon, and designates the same as FROG POND SUBDIVISION, in the City of Grand, County of Mesa, State of Colorado,

Tract A is dedicated to the City of Grand Junction for the use of the public forever.

Tract B is to be granted to Frog Pond Owners Association INC by separate instrument and is subject to a utility easement over its entirety as more fully provided in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROG POND SUBDIVISION.

The City of Grand Junction is hereby granted a perpetual easement for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenants thereto over the drainage easement within Tract B shown hereon. The City of Grand Junction is also dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or the property owners' association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities.

All sanitary sewer easements are dedicated to the City of Grand Junction as perpetual easements for the use and benefit of the Persigo 201 Sewer System, a perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, including ingress and egress to the sanitary sewer and its facilities and appurtenances on, along, over, under, through and across the Easement.

All multipurpose easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All tracts/easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owner shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

All utility, drainage & landscape easements, and combinations thereof, are to be granted to Frog Pond Owners Association INC by separate instrument.

The 10' A & M Easements are granted as more fully provided in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROG POND SUBDIVISION.

Shed easement to be granted to the owner of LOT 20 of MESA VISTA SUBDIVISION as recorded at Reception Number 258205, by separate instrument. The easement shall not be appurtenant to the property and will not run with the title to the property.

Said owner does hereby acknowledge that all lienholders or encumbrancers, if any, associated with the interests of this plat have been represented hereon.

Said owner does subscribe hereunder this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Kevin Bray, Manager, Frog Pond LLC.

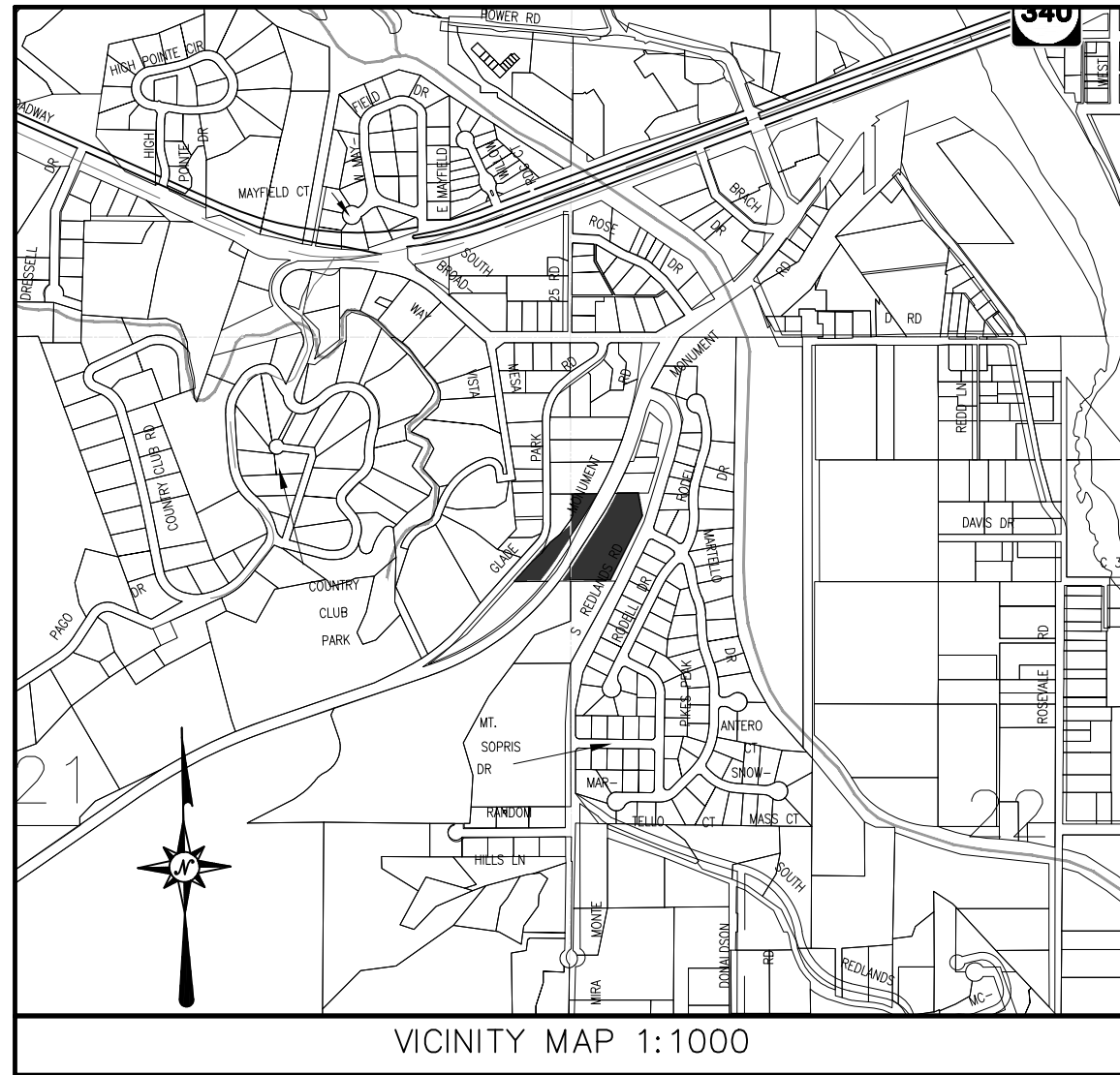
STATE OF COLORADO )  
 ) ss  
 COUNTY OF MESA )

This plat was acknowledged before me by \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ My  
 commission expires: \_\_\_\_\_

Witness my hand and seal \_\_\_\_\_ Notary Public

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



LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded at Reception Number 2739928 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon.

Lienholder hereby acknowledges the following as depicted and/or dedicated on this plat:

- (1) the existence and location of public rights-of-way, including any rights of maintenance and administration of rights-of-way;
- (2) the existence of individual lots and the location of lot lines;
- (3) and the zoning density proposed for this subdivision. Lienholder hereby agrees, in the event of partial foreclosure on its lien against the property depicted in this plat, that items (1) through (3) above and all rights incident thereto shall survive any such partial foreclosure.

In witness whereof, the said corporation has caused these presents to be signed by its \_\_\_\_\_

with the authority of its board of directors this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

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

STATE OF COLORADO )  
 ) ss  
 COUNTY OF MESA )

This plat was acknowledged before me by \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ My  
 commission expires: \_\_\_\_\_

Witness my hand and seal \_\_\_\_\_ Notary Public

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

### TITLE CERTIFICATION

We \_\_\_\_\_, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Frog Pond, LLC, a Colorado Limited Liability Company; That the current taxes have been paid; That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; That all easements, reservations and rights of way of record are shown hereon.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME AND TITLE

### CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
 ) ss  
 COUNTY OF MESA )

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF MESA COUNTY, COLORADO,  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ AND WAS  
 RECORDED AT RECEPTION NO. \_\_\_\_\_ DRAWER NO. \_\_\_\_\_  
 AND FEES \_\_\_\_\_

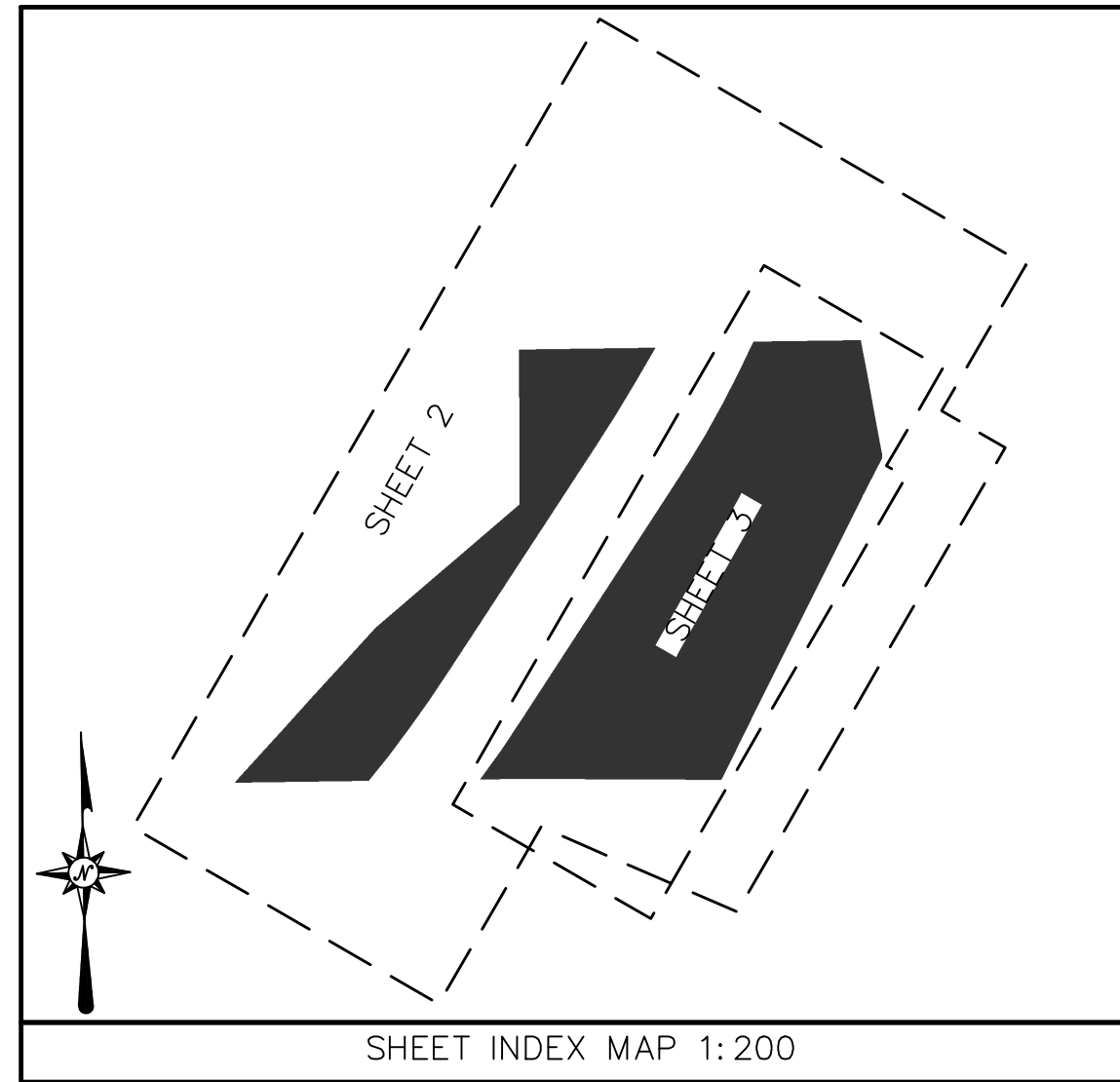
CLERK AND RECORDER \_\_\_\_\_ DEPUTY CLERK

CITY APPROVAL  
 THIS PLAT OF FROG POND SUBDIVISION, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, IS HEREBY APPROVED AND DEDICATIONS ACCEPTED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

CITY MANAGER \_\_\_\_\_ CITY MAYOR

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



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

MCLCS ZONE "GVA"  
 TRANSVERSE MERCATOR PROJECTION  
 POINT OF ORIGIN (SN01) AND CENTRAL MERIDIAN:  
 LATITUDE: 39°06'22.72746N  
 LONGITUDE: 108°32'01.43552W  
 NORTHING: 50,000FT  
 EASTING: 100,000FT  
 SCALE FACTOR: 1.000218181798  
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

### BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at [http://emap.mesacounty.us/gps\\_survey/GVAZONE.htm](http://emap.mesacounty.us/gps_survey/GVAZONE.htm), determined by GPS observation of the west line of the Northwest quarter of the Northwest quarter of Section 22, T.1S., R.1W., Ute Meridian, The north sixteenth corner of said Section 22 & 21 being a 3" brass cap marked MESA COUNTY SURVEY MARKER NO and the northwest corner of said section 22 being a 2.5" aluminum cap marked AES PLS 24320, bearing North 00°05'37" West, as shown hereon.

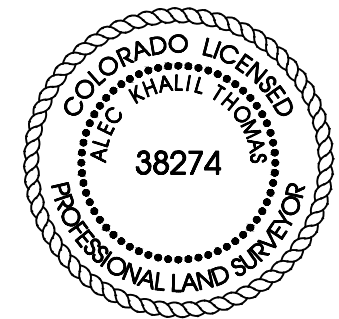
This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way, easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Land Title Guarantee Company, GJL65027606.1, dated January 17, 2020. Other documents may exist which would affect this property.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

### SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of Frog Pond Subdivision, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,  
 Colorado PLS 38274



CITY USE BLOCK	
TRACT B	RECEPTION NO. _____
UTILITY, DRAINAGE & LANDSCAPE EASEMENTS	RECEPTION NO. _____
A & M EASEMENTS	RECEPTION NO. _____
COVENANTS, CONDITIONS & RESTRICTIONS	RECEPTION NO. _____
SHED EASEMENT	RECEPTION NO. _____
_____	RECEPTION NO. _____
_____	RECEPTION NO. _____
_____	RECEPTION NO. _____

**RIVER CITY CONSULTANTS**  
 215 Pitkin Avenue, Unit 201 Phone: 970.241.4722  
 Grand Junction, CO 81501 www.rcwest.com Fax: 970.241.8841

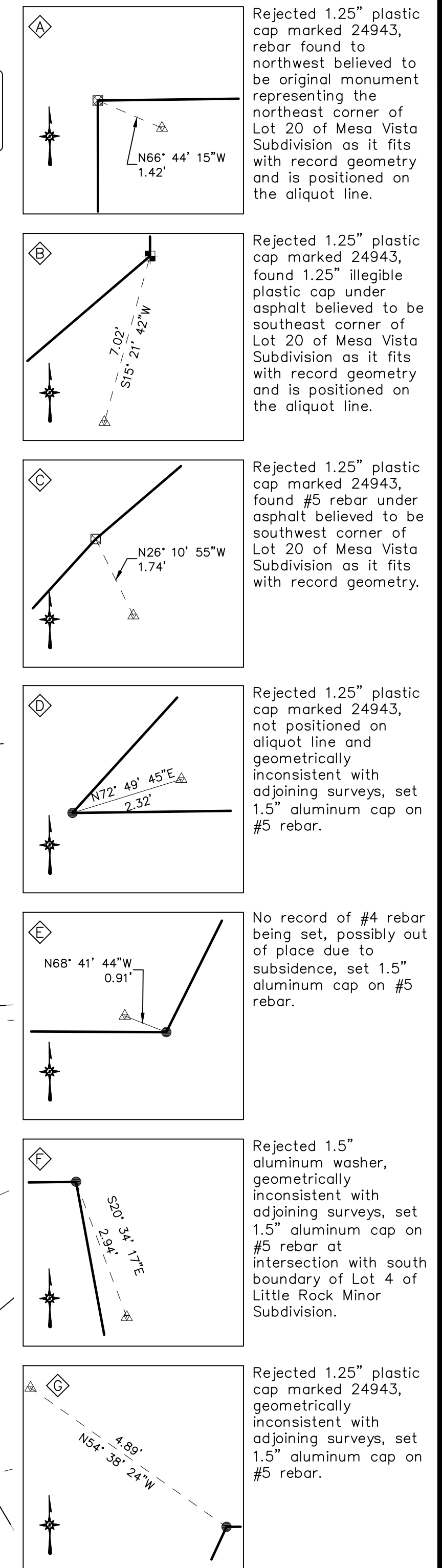
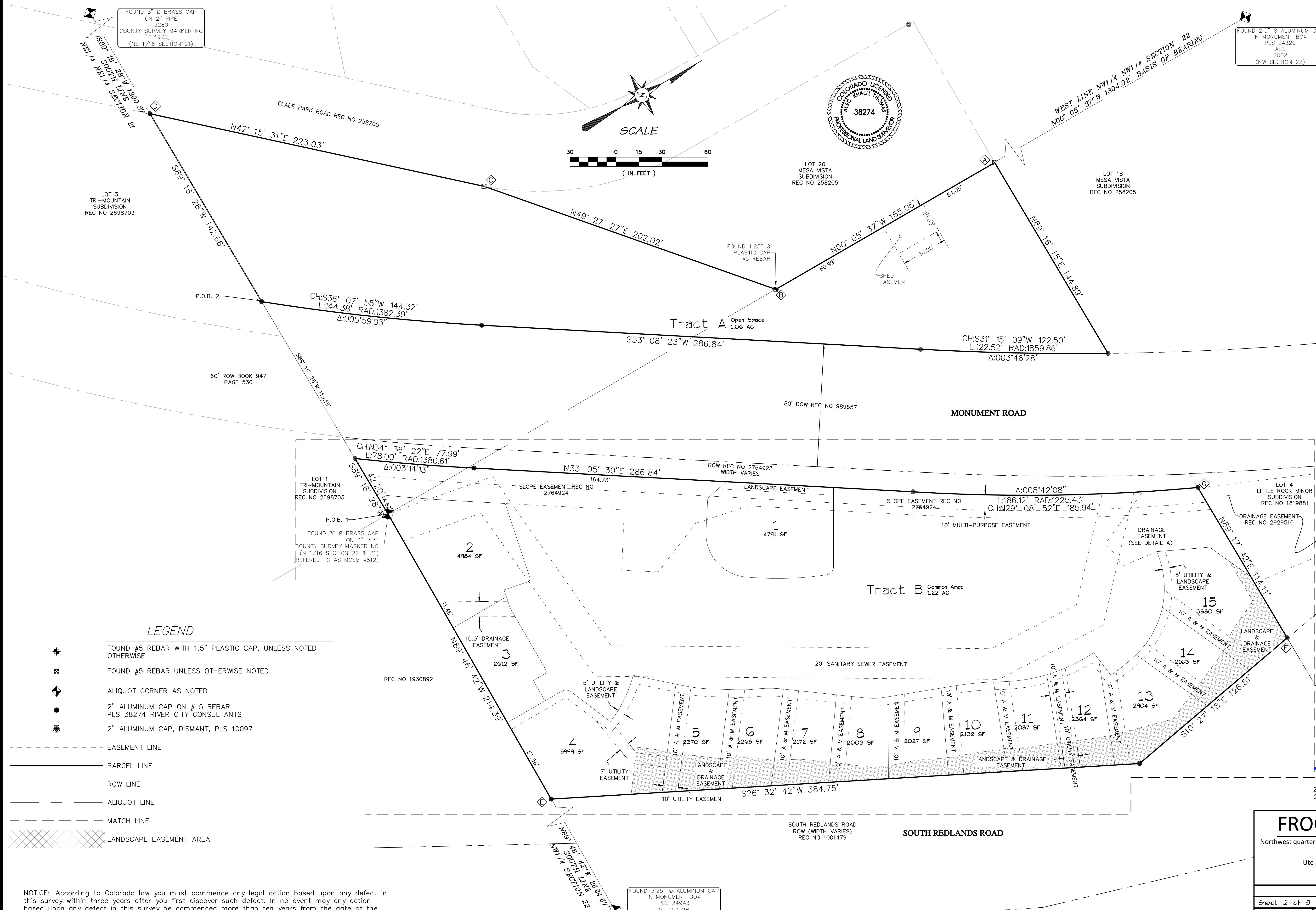
**FROG POND SUBDIVISION**  
 Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W., Ute Meridian. City of Grand Junction, Mesa County, Colorado

Sheet 1 of 3	Date: 6/14/21	Job No. 0422-031
Surveyed: SLG	Drawn: AKT	Checked: TPJ
Drawing name: S:\PROJ\2150422_Bray\01_Frog Pond\Survey\0422-031_FROG POND SUBDIVISION.dwg		



# FROG POND SUBDIVISION

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado



## LEGEND

- ⊕ FOUND #5 REBAR WITH 1.5" PLASTIC CAP, UNLESS NOTED OTHERWISE
- ⊞ FOUND #5 REBAR UNLESS OTHERWISE NOTED
- ◊ ALIQUOT CORNER AS NOTED
- 2" ALUMINUM CAP ON #5 REBAR  
PLS 38274 RIVER CITY CONSULTANTS
- ⊛ 2" ALUMINUM CAP, DISMANT, PLS 10097
- - - - - EASEMENT LINE
- — — — — PARCEL LINE
- - - - - ROW LINE
- - - - - ALIQUOT LINE
- - - - - MATCH LINE
- ▨ LANDSCAPE EASEMENT AREA

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## FROG POND SUBDIVISION

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

Sheet 2 of 3	Date: 6/14/21	Job No. 0422-031
Surveyed: SLG	Drawn: AKT	Checked: TPJ
Drawing name: S:\PROJECTS\0422-031\Frog Pond\Survey\0422-031-Frog Pond Subdivision.dwg		

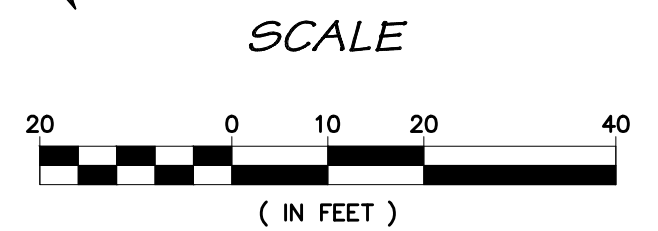
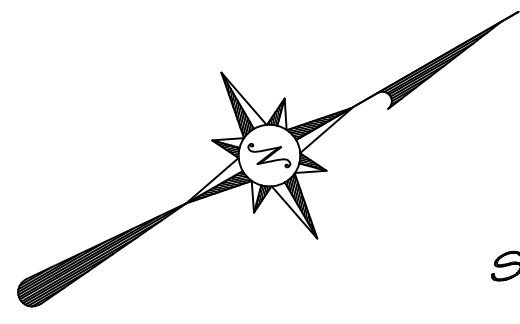
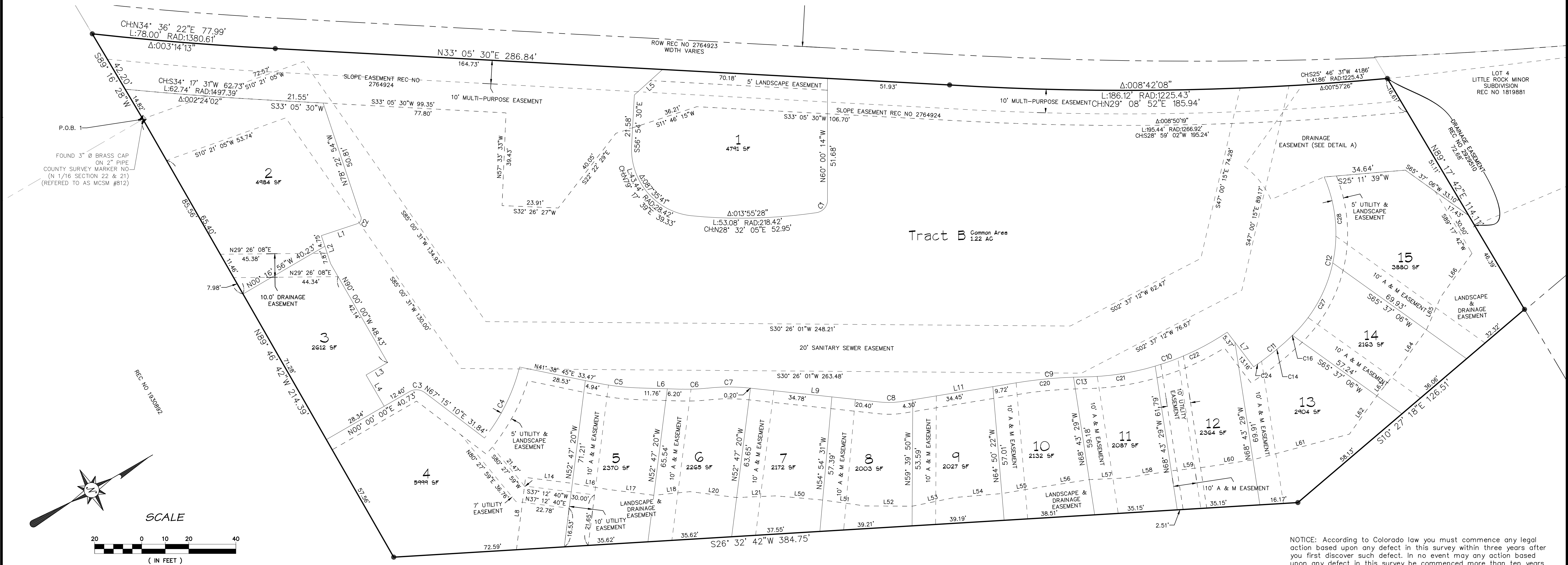
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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

FOUND 3.25" Ø ALUMINUM CAP  
IN MONUMENT BOX  
PLS 24943  
(C-N 1/16  
SECTION 22)



# FROG POND SUBDIVISION

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

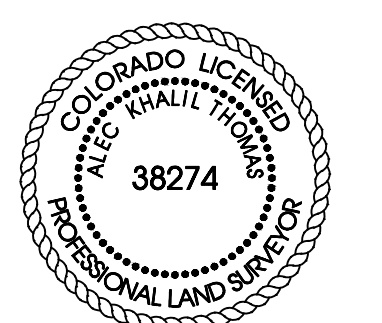
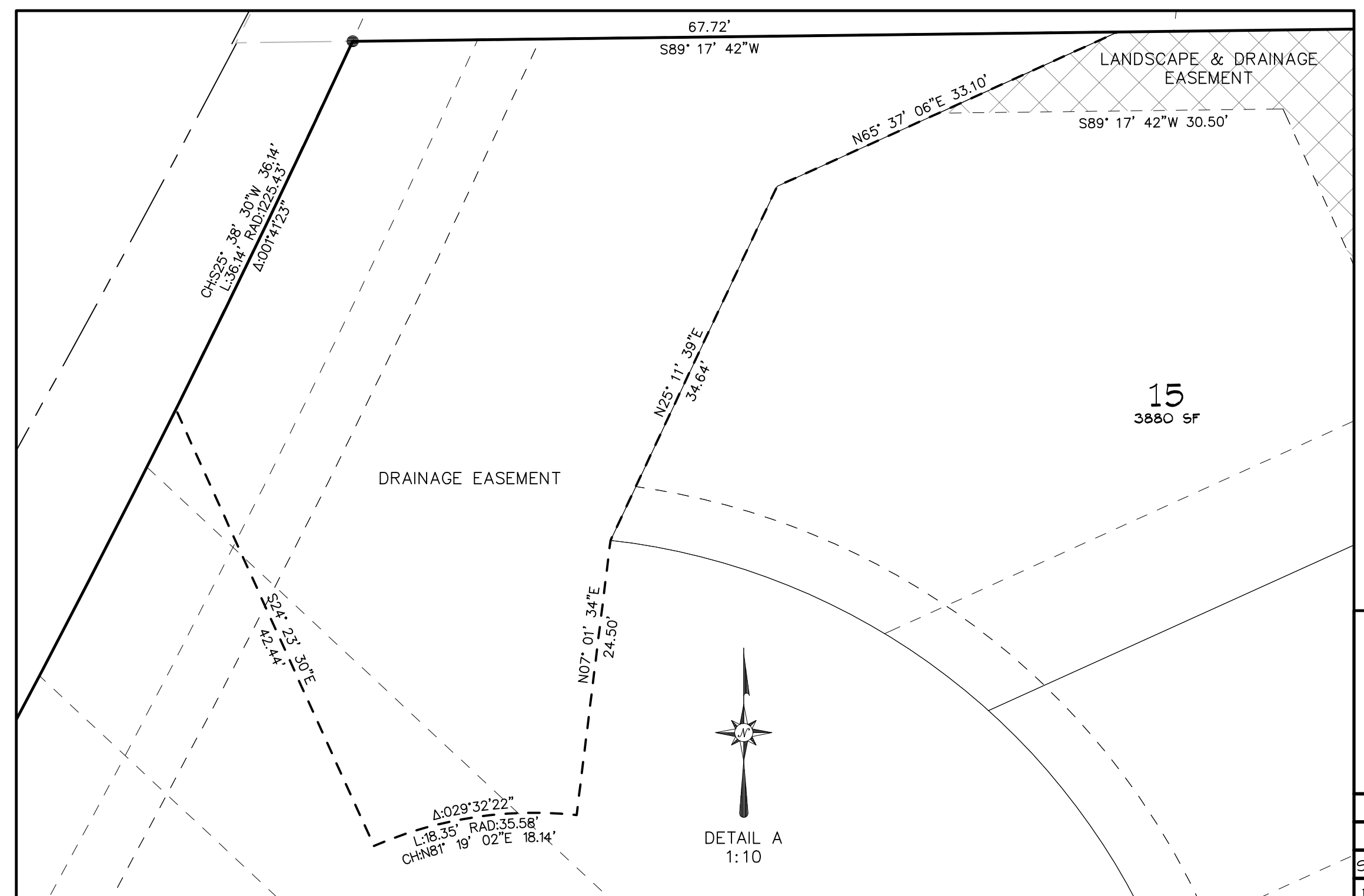


NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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

Line #	Length	Direction
L1	16.08'	N11° 37' 06"E
L2	12.63'	N78° 22' 54"W
L3	10.58'	N00° 00' 00"E
L4	15.33'	N90° 00' 00"W
L5	16.12'	S12° 05' 34"E
L6	17.97'	N31° 42' 19"E
L7	18.53'	N82° 40' 01"E
L8	30.96'	N52° 47' 20"W
L9	55.38'	N36° 08' 10"E
L11	48.47'	N20° 40' 59"E
L14	20.00'	N37° 12' 40"E
L16	15.01'	N39° 45' 03"E
L17	20.00'	N37° 12' 40"E
L18	15.39'	N24° 16' 56"E
L20	20.00'	N37° 12' 40"E
L21	16.66'	N27° 32' 30"E
L50	20.00'	N35° 05' 29"E
L51	18.17'	N37° 55' 22"E
L52	20.00'	N30° 20' 10"E
L53	18.55'	N18° 28' 33"E

Line #	Length	Direction
L54	20.00'	N25° 09' 38"E
L55	17.58'	N20° 36' 52"E
L56	20.00'	N21° 16' 31"E
L57	15.09'	N27° 23' 32"E
L58	20.00'	N21° 16' 31"E
L59	15.01'	N23° 34' 13"E
L60	20.00'	N21° 16' 31"E
L61	42.42'	N15° 05' 18"E
L62	20.00'	N24° 22' 54"W
L63	15.02'	N21° 27' 03"W
L64	20.00'	N24° 22' 54"W
L65	15.33'	N36° 20' 26"W
L66	22.75'	N24° 22' 54"W

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	7.71'	5.42'	081°34'34"	7.08'	N19° 12' 56"W
C2	3.80'	2.42'	090°00'00"	3.42'	N33° 22' 54"W
C3	6.94'	5.92'	067°15'10"	6.55'	N33° 37' 35"E
C4	33.87'	80.08'	024°14'06"	33.62'	N33° 43' 59"W
C5	18.39'	106.00'	009°56'26"	18.37'	N36° 40' 32"E
C6	10.78'	76.58'	008°03'50"	10.77'	N27° 40' 24"E
C7	18.19'	83.42'	012°29'41"	18.15'	N29° 53' 20"E
C8	9.87'	36.58'	015°27'12"	9.84'	N28° 24' 34"E
C9	29.13'	193.42'	008°37'45"	29.10'	N24° 59' 51"E
C10	64.78'	111.58'	033°15'46"	63.87'	N12° 40' 50"E
C11	21.07'	130.08'	009°16'48"	21.05'	N09° 04' 20"W
C12	73.21'	60.08'	069°49'04"	68.77'	N48° 37' 16"W
C13	4.31'	193.42'	001°16'37"	4.31'	S28° 40' 25"W
C14	16.93'	130.08'	007°27'29"	16.92'	N09° 59' 00"W
C16	0.17'	60.08'	000°09'54"	0.17'	N13° 47' 41"W
C20	24.82'	193.42'	007°21'08"	24.80'	S24° 21' 33"W
C21	30.83'	109.52'	016°07'38"	30.73'	S21° 23' 54"W
C22	33.96'	111.58'	017°26'07"	33.82'	S04° 46' 01"W
C24	4.14'	130.08'	001°49'20"	4.14'	S05° 20' 36"E
C27	35.75'	60.08'	034°05'45"	35.23'	S30° 55' 31"E
C28	37.29'	60.08'	035°33'25"	36.69'	S65° 45' 06"E



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Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

Sheet 3 of 3	Date: 6/8/21	Job No. 0422-031
Surveyed: SLG	Drawn: AKT	Checked: TPJ
Drawing name: S:\PROJ\0422-031\Frog Pond\Survey\0422-031-Frog Pond Subdivision.dwg		

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is dated as of \_\_\_\_\_, 2021, and is made by Frog Pond, LLC (“Grantor”), to and for the benefit of Bernard and Jeanne Hejny (“Grantees”).

### RECITALS

A. Grantor is the owner of certain real property located in Mesa County, Colorado more particularly described as all of Frog Pond Subdivision according to the plat thereof recorded or to be recorded in the records of the Mesa County Clerk and Recorder, specifically including, without limitation, Tract A (“Grantor’s Property”).

B. Grantee is the owner of certain real property also located in Mesa County, Colorado located adjacent to Grantor’s Property commonly known by street address as 115 Glade Park Road, Grand Junction, Colorado, 81507 (the “Grantee’s Property”).

C. Grantors desire to grant Grantee an easement for the purpose of installing, maintaining, using, and accessing the existing sheds and related facilities located on the that portion of Grantor’s Property as shown and depicted on that certain plat map of Frog Pond Subdivision with the reference “Shed Easement” (the “Shed Easement”) on the date of this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants an easement to Grantees as follows:

1. Grant of Easement. Grantor hereby grants to Grantees a non-exclusive easement on, over, across, under and through the Shed Easement for the purpose of installing, maintaining, using, and accessing the existing sheds and related facilities located on the Shed Easement on the date of this Agreement.

2. Maintenance and Repair. Grantees shall be solely responsible for all costs and expenses for the construction, operation, maintenance, repair or replacement of the improvements located or to be located within the Shed Easement and shall have the right of ingress and egress on, along, over, under through and across the Shed Easement in connection with any such construction, operation, maintenance, repair or replacement.

3. Termination of Easement. The easement granted by this Agreement shall continue for so long as Grantees, or one of them, holds sole record title to Grantee’s Property. At such time as record title to the Grantee’s Property is held by any person or entity other than Grantees, or either one of them, the easement granted by this Agreement shall automatically terminate and be of no further force or effect.

4. Integration. This Agreement is the complete agreement between the Parties as to its subject matter. All previous or contemporaneous negotiations, commitments, statements, agreements, and understandings, whether oral or in writing, are merged herein and extinguished. In the event any provision in this Agreement is found to be unenforceable, all enforceable provisions shall nevertheless continue in full force and effect.

5. Recording. This Agreement shall be recorded with the Clerk and Recorder of Mesa County, Colorado.

6. Counterparts and Facsimile. This Agreement may be executed in several counterparts and as executed shall constitute an agreement binding on the parties even though not all of the parties signed the same counterpart. Facsimile or electronic signatures are binding and shall be given full effect.

DATED as of the day and year written above.

GRANTOR:

Frog Pond, LLC

By: \_\_\_\_\_  
Kevin Bray, its manager

GRANTEES:

\_\_\_\_\_  
Bernard Hejny, individually

\_\_\_\_\_  
Jeanne Hejny, individually



STATE OF COLORADO        )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kevin Bray, as manager of Frog Pond, LLC.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Bernard and Jeanne Hejny.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

# APPRAISAL REPORT

2501 MONUMENT ROAD

GRAND JUNCTION, CO 81507



**Effective Date of Valuation:**

**December 28, 2020**

**Date of the Report:**

**December 31, 2020**

**Prepared For:**

**Mr. Kevin Bray**

**Frog Pond, LLC**

**Prepared by:**

**Nisley & Associates, Inc.**  
2764 Compass Drive, Suite 238  
P. O. Box 446  
Grand Junction, Colorado 81502-0446  
Copyright © 2020, by Nisley & Associates, Inc.



**JOHN W. NISLEY, MAI, SRA**  
*REAL ESTATE APPRAISER & CONSULTANT*  
2764 Compass Drive, Suite 238 - POST OFFICE BOX 446  
GRAND JUNCTION, COLORADO 81502-0446  
PHONE (970) 242-8076



December 31, 2020

Mr. Kevin Bray  
Frog Pond, LLC  
244 N. 7<sup>th</sup> Street  
Grand Junction, CO, 81501

Re: Appraisal report of 2501 Monument Road, Grand Junction, CO 81507

Dear Mr. Bray:

As requested, I have completed an Appraisal Report on the property located at 2501 Monument Road in Grand Junction, Colorado. The subject property contains 3.3678 acres, with access from Monument Road. The property was inspected on December 28, 2020. Attached hereto is my report containing data gathered during my investigation upon which, in part, my opinion of value is based. The property is being valued as vacant land for open space fee determination. The property is improved with two duplexes; however, these are not part of the appraised value.

Based on the data and assumptions contained in the report, it would be my opinion that the Market Value for the subject property would be:

**ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS**

**(\$152,000.00)**

In this appraisal, there has been no investigation of any liens which may or may not be in existence. My work has to do only with the estimate of value. It is expressly understood that the scope of my study and report thereon does not include the possible impact of price controls, energy requirements or environmental regulations, licensing requirements or other restrictions concerning the property except where such matters have been brought to my attention and are disclosed in the report.

Respectfully submitted,

John W. Nisley, MAI, SRA (A.I.)  
Certified General Appraiser  
Colorado - # CG01313453  
License Expiration - 12/31/21

**TABLE OF CONTENTS**

**TABLE OF CONTENTS.....3**

**INTRODUCTION .....4**

**IDENTIFICATION OF PROPERTY.....4**

**LEGAL DESCRIPTION .....4**

**CLIENT AND INTENDED USERS .....4**

**INTENDED USE .....4**

**EFFECTIVE DATE OF THE APPRAISAL .....4**

**DATE OF THE REPORT.....4**

**TYPE OF VALUE AND SOURCE.....4**

**PROPERTY RIGHTS APPRAISED .....5**

**SCOPE OF WORK.....5**

**EXPOSURE AND MARKETING TIME.....6**

**TAX AND ASSESSMENT DATA.....7**

**PERSONAL PROPERTY .....7**

**HISTORY OF THE PROPERTY.....7**

**LOCATIONAL DATA .....9**

**SITE DESCRIPTION .....12**

**HIGHEST AND BEST USE .....15**

**ABOUT THE APPRAISAL PROCESS .....16**

**SALES COMPARISON APPROACH .....18**

**FINAL VALUE CONCLUSION.....30**

## INTRODUCTION

### Identification of Property

The property to be appraised in this report consists of land located at 2501 Monument Road in Grand Junction, Colorado. The subject exists as one tract, however it is divided by Monument Road, with approximately 1.053 acres on the west side and 2.314 acres on the east side, for a total of 3.368 acres, rounded. As will be seen from the overall development plan, the land on the west side of Monument Road will be dedicated, with no construction occurring in that area, while the land on the east side is planned for development of a total of 21 residential units and a small limited commercial area. The zoning on the property is zoned PD for Planned Development, with the plan having R-5 defaults. The property has two duplexes currently in existence onsite, however these are not part of the valuation of the property for the purpose of this appraisal. For the purpose of this report, the open space fee considers the property as vacant land ready for development.

### Legal Description

According to Assessor's records, the legal description for the property is as follows:

BEG SE COR NE4NE4 SEC 21 1S 1W UM W TO GLADE PARK HWY NELY ALG HWY TO SW COR LOT 20 MESA VISTA SUB N 42DEG29MIN E 202.5FT TO SE COR LOT 20 N TO NE COR LOT 20 E TO A PT 60FT W OF C OF HWY TO MESA FARM SLY TO S LI NW4NW4 SEC 22 1S 1W W TO BEG EXC RD IN BK 947 PG 524 AND ALSO EXC RD ROW R-2764923 MESA CO RECDS - 3.38 AC

### Client and Intended Users

The client of this appraisal report is Mr. Kevin Bray for Frog Pond, LLC. The intended users of the report include the client of the report and the City of Grand Junction for use in their determination of open space fees. No other users are intended by the appraiser.

### Intended Use

The intended use of this appraisal report is to aid in or support decisions related to the requirement for determination of open space fees on the property for the City of Grand Junction.

### Effective Date of the Appraisal

The effective date of the appraisal is December 28, 2020. This was the date of inspection by the appraiser and the date to which all opinions of value apply.

### Date of the report

The date of the report is December 31, 2020.

### Type of Value and Source

The type of value estimated in this appraisal is the Market Value of the subject property on an "as is" basis. For the purpose of this report, Market Value is defined as follows:

*"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.*

*Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:*

*Buyer and seller are typically motivated;*

*Both parties are well informed or well advised and each acting in what he considers his own best interest;*

*A reasonable time is allowed for exposure in the open market;*

*Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*

*The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

This definition is from regulations published by the Federal Regulatory Agencies pursuant to Title XI of the Financial Institution's Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010.

### **Property Rights Appraised**

The property rights appraised in this report are unencumbered fee simple estate rights of ownership. According to the 6<sup>th</sup> edition of the Dictionary of Real Estate Appraisal, the fee simple estate is defined as the "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

### **SCOPE OF WORK**

In order to complete this appraisal assignment, it was necessary to complete several steps to obtain data and information regarding the subject property, as well as market data which reflect the motivations and reactions of active buyers and sellers in the local marketplace for this type of property. The steps in the valuation process include:

- Defining the appraisal problem, including identification of the property to be appraised, as well as the property rights appraised. This step also includes identifying the effective date of appraisal and the purpose and uses of the appraisal.
- Preliminary analysis and data selection and collection, including both specific and general information regarding the subject property and comparable market data, primarily from an investigation of public records and deeds, a physical inspection of the subject property, drive-by/exterior inspections of the comparables, and confirmation of the sales.
- Parameters and extent of data research are detailed in each applicable section of the appraisal report.
- Highest and Best Use analysis, which usually includes both the study of the site, as though vacant and available to be used at its highest and best use, and a study of the property as improved.

- Analysis of the applicability of the three approaches to value (the Cost Approach, the Market Data/Sales Comparison Approach, and the Income Approach) to the appraisal problem followed by the valuation analysis using the appropriate techniques. All of these approaches will be discussed in the valuation of the subject. The extent of the process of collecting, confirming and reporting data includes interviews with realtors in the area, sales and income data available from public records, as well as interviews with property owners and/or tenants, data gathered from the Assessor's and Treasurer's offices, as well as the Clerk and Recorder's office or title company.

We have tried to confirm all market data used in the development of these three approaches to value with the buyer, seller or realtor involved in the transaction. This is not always possible, however. A good faith effort has been made by us in collecting, confirming, and reporting all available market data. The only limitation regarding market data for is the scarcity of data within the marketplace. There have been no limitations placed on us with regard to the collection, confirmation and reporting of market data available by the client or other parties.

- Reconciliation of the value indications, correlating the approaches to value in order to arrive at a final value estimate.
- The last step is communication of the analysis and conclusions, in this case, the form of a written report.

The appraisal report is not intended to be misleading in any manner. If there are any questions concerning the appraisal report, these questions should be directed to the appraiser.

The subject property was inspected as follows:

Appraiser	Extent of Inspection	Date Inspected
John W. Nisley, MAI, SRA	Drive by- assume vacant	December 28, 2020

The subject property consists of a tract of land assumed to be vacant, ready for residential development. The subject property contains approximately 3.3678 acres of land.

In the appraisal of vacant land, only the Sales Comparison Approach is applicable. The Cost Approach uses the Sales Comparison Approach for land value, and there is not enough Income data to support an Income Approach. Therefore, only a Sales Comparison Approach is used.

## EXPOSURE AND MARKETING TIME

Exposure time is the concept of the period of time in the past that would be assumed the subject would have been listed prior to the date of valuation in order to sell at the appraised price. This is based on exposure in the open market and the time frame which other sales have occurred. Marketing time is the concept of the future time frame required to sell the property after the date of value at the appraised price.

To determine the exposure and marketing time for the subject, I have analyzed sales and active listings for residential development tracts in the Grand Junction area. It must be noted that it is common for residential development land to sell without being marketed in the Grand Junction area Multiple Listing Service. Many of the developers actively purchasing land are aware of the direction of development throughout the valley and

for adjacent land which would be considered in-fill development. It is also common for property owners with land adjacent to existing developments to contact individual developers to arrange a purchase.

Lot 2 of the Christianson Minor Subdivision sold on November 7, 2017 for \$415,000.00. The property was purchased by Quail Meadows, LLC. The property was listed for 187 days prior to sale.

The property located at 2920 E 7/8 Road sold on November 24, 2017 for \$190,000.00. This property was listed for \$250,000.00 and was listed for 327 days prior to sale. The property sold for \$190,000.00, or 76% of the original listing price.

The property located at 2105 J Road sold for \$333,000.00 on April 13, 2018. This property was listed for 41 days prior to sale.

Based on my conversations with multiple developers and single-family residential builders in the area, there is currently a shortage of vacant residential lots available for developers to purchase. This is particularly evident in the southeast Grand Junction market. Many of the builders are buying multiple lots in order to secure building sites to meet demand for new construction of single-family homes in the Grand Junction market.

Based on the demand for vacant residential lots at this time, there has been an increase for raw development land as well. Based on these factors, I have determined a reasonable exposure and marketing time for the subject property to be less than one year.

## TAX AND ASSESSMENT DATA

The subject property is taxed as Parcel Number 2944-211-01-019 by the Mesa County Assessor's office. The property is assessed and taxed according to the following clip from the assessor's website.

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Property Tax & Water
2020	<a href="#">1115_1215</a>	\$225,980	\$110,500	\$336,480	\$16,160	\$7,900	\$24,060	14100	0.0632190	\$0.00	<b>*\$1,521.05</b>
2019	<a href="#">1115_1215</a>	\$225,980	\$110,500	\$336,480	\$16,160	\$7,900	\$24,060	11276	0.0653460	\$0.00	\$1,572.24
2018	<a href="#">1115_1215</a>	\$175,470	\$110,500	\$285,970	\$12,630	\$7,960	\$20,590	11276	0.0722340	\$0.00	\$1,487.28

As will be noted in this report, no value is placed on the current improvements.

## PERSONAL PROPERTY

There is no personal property included in the values presented in this report.

## HISTORY OF THE PROPERTY

According to the Mesa County Assessor's records, the subject property is under the ownership of Frog Pond, LLC. Records indicate that the property was purchased on October 9, 2015 at an overall price of \$263,000.00. After that, on June 23, 2016, Frog Pond, LLC sold to the City of Grand Junction a tract containing approximately 6,978 square feet along the east side of Monument Road for the construction of a bike path, which is now in place on the property. The property was annexed into the City of Grand Junction on December



13, 2018, with that annexation indicating a total land area of 195,619 square feet, or 4.49 acres more or less. It appears that that annexation includes all of Monument Road in the legal description. The overall development plan for the property indicates that approximately 100,830.62 square feet along the east side of Monument Road will be included as PD land with an R-5 default zone. The west side of the road that contains 45,870.95 square feet will be considered land dedication that includes wetlands protection, drainage maintenance, and wildlife corridor. There is approximately 14,670.16 square feet in the proposed layout on the east side that will be used as limited commercial use, with this being the maximum acreage. The commercial use can include up to 10% of that land area, with uses including office, restaurant/coffee shops (no drive-thru), food truck, daycare, bike shop/bike rentals, fitness studio, and tourist services. Some restricted uses include a drive-thru, gas station, liquor store, and automotive repair/service.


According to the owners of the property, there are some extraordinary costs that will be incurred in this project that would not be typical in other projects, given the subject's location. The subject is located in a draw that is an access point from the City of Grand Junction to the Colorado National Monument on Monument's east side. That access road, known as Monument Road, has had development occur over the last 20 years very near the road, and the subject is one of the latest in that string of development. In the area of the subject, No Thoroughfare Wash comes down from the Colorado National Monument through other developments to the subject's south, and then through the draw to the point of the subject property. Just south of the subject, fairly near the intersection of Glade Park Road and Monument Road, No Thoroughfare Wash goes into a culvert and the bike trail crosses the top of that culvert. At that point, the culvert directs the water underneath Monument Road and to the opposite side of the street from the subject. One extraordinary cost comes from that relocation of No Thoroughfare Wash, and this is a block wall that will be needed to keep water from spilling over from No Thoroughfare Canyon along Monument Road. The engineer for the subject owners has estimated a cost of \$30.00 per square foot times 780 square feet, for a cost of \$23,400.00.

Additionally, the subject property is lower in topography than Monument Road and has, historically, seen some flooding. This has been a number of years ago, however the site will be required to have approximately 6,322 cubic yards of dirt brought in for construction on the center and north side of the east side of the property, according to the owner. This has an estimated cost of \$20.00 per yard for a total cost of \$126,440.00. This indicates a total cost of approximately \$150,000.00 that will probably need to be spend on extraordinary costs of development.

## LOCATIONAL DATA

The subject property is located in Grand Junction, Colorado. Grand Junction is located on the western slope of Colorado and is the county seat for Mesa County. According to the Bureau of Labor and Statistics, the estimated unemployment rate for the City of Grand Junction, in January 2020, prior to the CO-VID pandemic, was approximately 3.1%, which is higher than the State of Colorado at approximately 2.5%. That raised to 10.2% in May of 2020 for the state, and 12.6% in April of 2020 for the city.

The City of Grand Junction Community Development Department publishes statistics for development applications submitted. The following information is from their website.

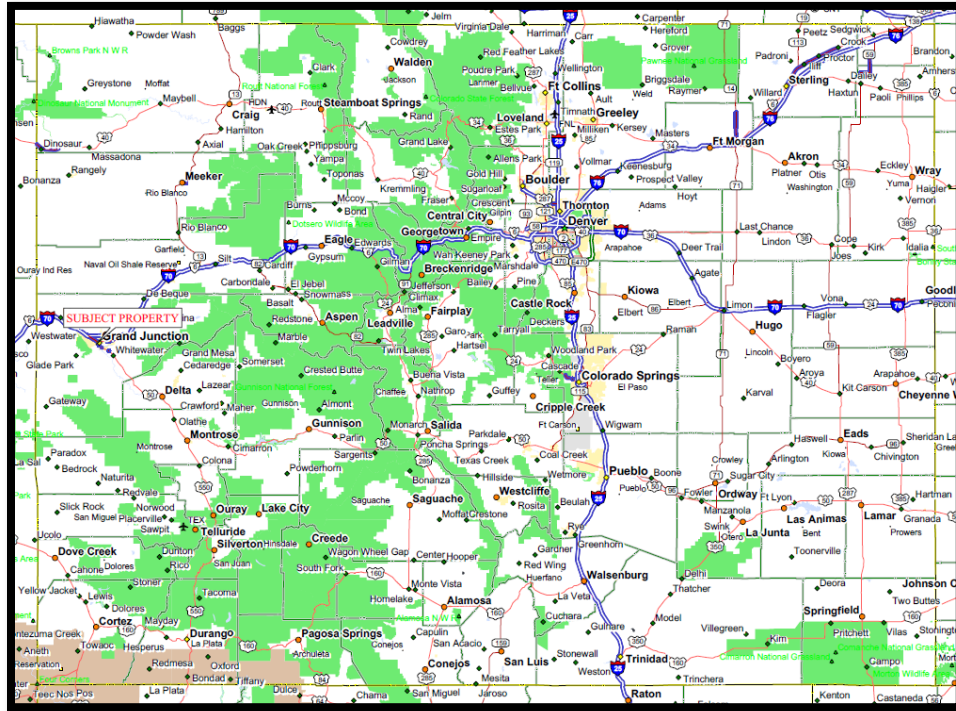


**DEVELOPMENT APPLICATIONS SUBMITTED**  
The table and graph below represent the number of development applications submitted for each month on an annual basis.  
Applications from 1/1/2011 12:00:00AM to 11/30/2020

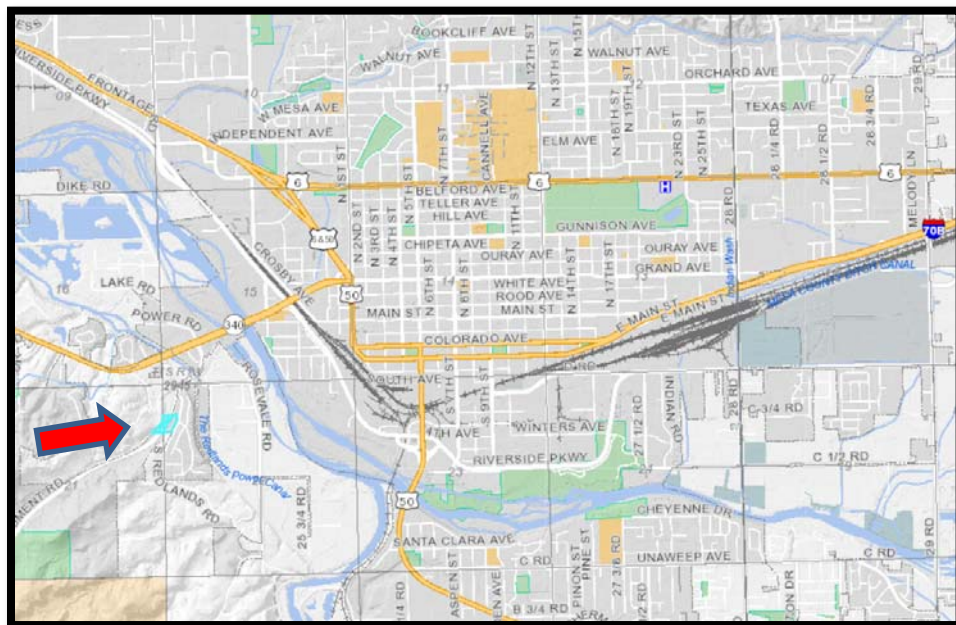
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
1st Quarter	January	13	27	22	26	12	14	16	21	17	24
	February	15	14	18	19	16	21	15	13	19	17
	March	23	19	18	12	21	26	22	17	22	28
	<b>Q1 Total</b>	<b>51</b>	<b>60</b>	<b>58</b>	<b>57</b>	<b>49</b>	<b>61</b>	<b>53</b>	<b>51</b>	<b>58</b>	<b>69</b>
2nd Quarter	April	17	7	27	18	17	21	18	29	33	28
	May	18	21	12	15	26	30	19	15	35	38
	June	29	19	27	22	15	21	22	15	25	40
	<b>Q2 Total</b>	<b>64</b>	<b>47</b>	<b>66</b>	<b>55</b>	<b>58</b>	<b>72</b>	<b>59</b>	<b>59</b>	<b>93</b>	<b>106</b>
3rd Quarter	July	20	17	18	19	15	14	21	42	21	28
	August	16	19	19	16	15	22	15	27	32	20
	September	14	10	26	18	19	17	35	41	42	29
	<b>Q3 Total</b>	<b>50</b>	<b>46</b>	<b>63</b>	<b>53</b>	<b>49</b>	<b>53</b>	<b>71</b>	<b>110</b>	<b>95</b>	<b>77</b>
4th Quarter	October	25	23	19	16	16	19	22	72	18	23
	November	22	14	14	17	13	18	28	21	23	45
	December	23	12	15	16	15	38	15	26	26	0
	<b>Q4 Total</b>	<b>70</b>	<b>49</b>	<b>48</b>	<b>49</b>	<b>44</b>	<b>75</b>	<b>65</b>	<b>119</b>	<b>67</b>	<b>68</b>
<b>Year End</b>		<b>235</b>	<b>202</b>	<b>235</b>	<b>214</b>	<b>200</b>	<b>261</b>	<b>248</b>	<b>339</b>	<b>313</b>	<b>320</b>

As can be seen, the 2020 levels are above the 2019 levels for new development. New construction is booming, in part due to lower interest rates. The subject property is located on the north side of Broadway in the western part of Grand Junction known as the Redlands. Historically, values in the Redlands have been substantially higher than other parts of Grand Junction, except for North Grand Junction. Access into the subject area is primarily from Broadway, which is also known as Colorado Highway 340. Access to Broadway is from Grand Avenue in the City of Grand Junction, from 17 Road in Fruita, or from the Redlands Parkway, which becomes South Broadway south of Broadway.

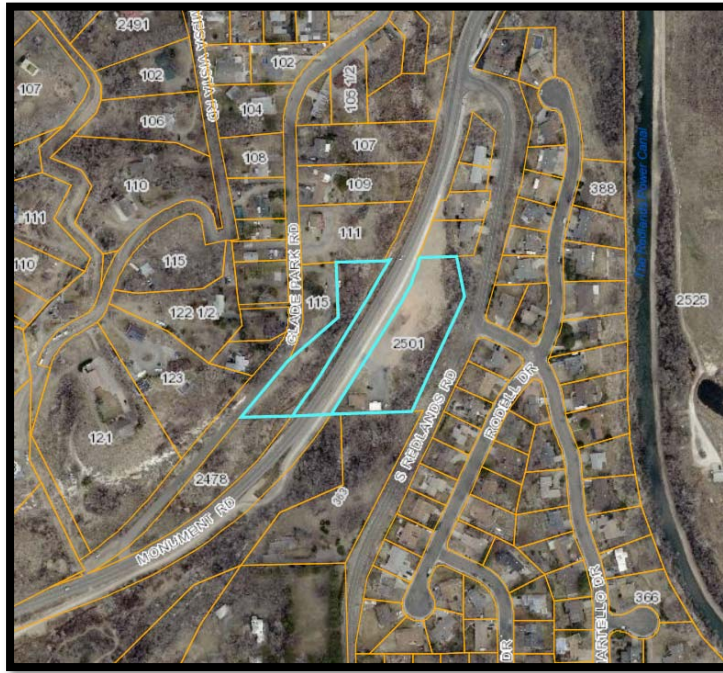
### STATE MAP



### CITY MAP



**NEIGHBORHOOD AERIAL**



**ZONING MAP**





## SITE DESCRIPTION

The subject property consists of two parcels tracts of land that are split by Monument Road, with one tract containing just over an acre on the west side of Monument Road, with roughly 2 ½ acres on the east side of Monument Road. Just south of the subject, No Thoroughfare Wash goes from the east side of Monument Road to the west side, and all of the land on the east side of that property, which falls along the west side of Monument Road at the low end of the property, is for No Thoroughfare Wash which runs from the south toward the north. On the east side of the property, a bike path was constructed that is known as the Monument Road Trail, and this connects downtown to the Lunch Loop's trailhead for bikers and hikers. The property is included under an overall development plan that was annexed to the city to provide planned development with R-5 (residential, five dwelling units per acre) and CSR (community services and recreation) default zone districts. The portion of the land that is CSR is the west side of Monument Road, which is to be dedicated as open space, providing a natural area for runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. This open space is about 31% of the total acreage. The proposed use on the west side is to include residential uses as allowed in the R-5 zoning, including single-family attached and detached, duplex/2-family, multi-family, civic and home occupation, as well as up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-thru), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-thru business, gas station, liquor store, and automotive repair/service.

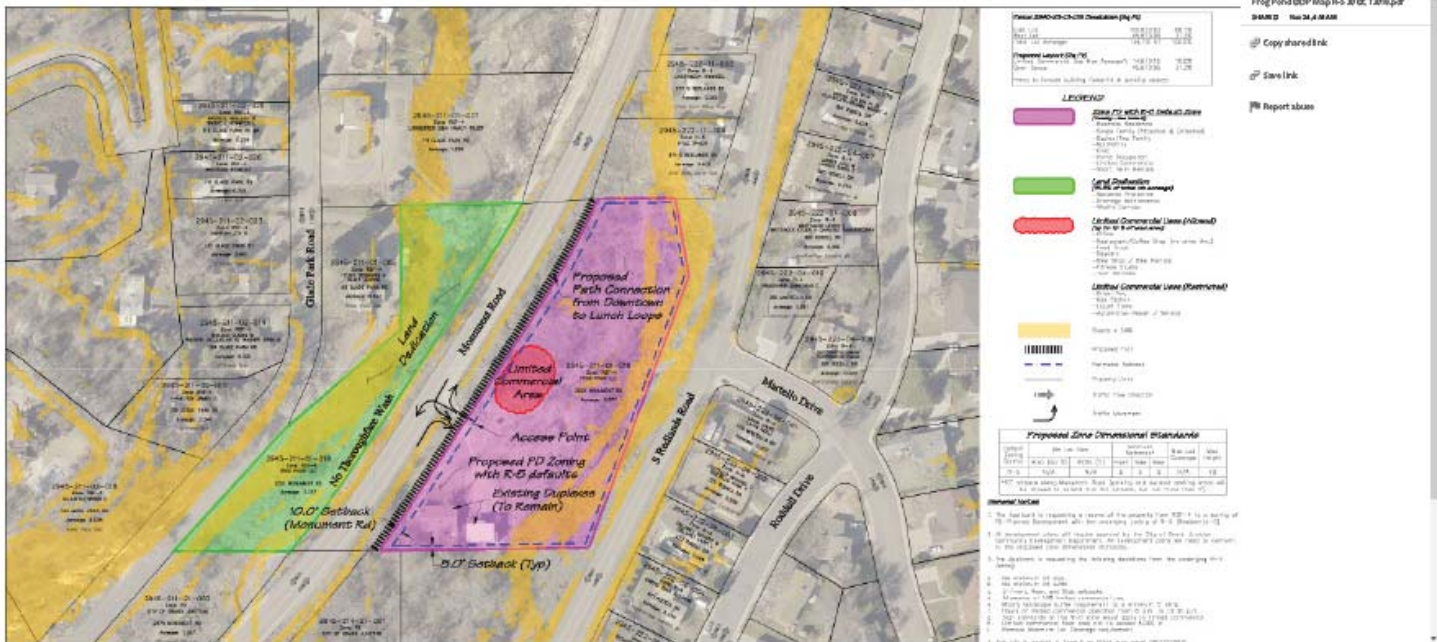
The density/intensity shown in the ODP approval shows a proposal for 14 to 21 residential units that result in a density range from four dwelling units per acre (du/ac) to 4.7 du/ac, which is within the range of the default zone requirements. The statements within the density/intensity section of the plan would indicate that the entire acreage is being used toward the density. Therefore, the value that would be considered for the subject would be the entire size of approximately 3.3678 acres, with the eastern one acre being able to be used for density and dedication for open space.

Both parcels are somewhat irregular in configuration, however the western parcel has reasonably steep topography in several areas, with the bottom land where the wash is located draining toward the wash area. On the east side, the property is relatively flat in topography, with a slight drainage to the north from the south in this tract.

Utility providers in the area will include Ute Water for water provisions, the City of Grand Junction for sewer, Public Service for gas and electricity, and numerous providers for phone and cable tv.

Again, the property is being valued as though vacant, but under its existing planned development zoning with an R-5 default. The overall development plan is included on the following page.

## Overall Development Plan





Residential District Summary Table

	RR	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24
<b>Lot</b>										
Area (min. ft. unless otherwise specified)	5 acres	1 acre	30,000	15,000	7,000	4,000	3,000	n/a	n/a	n/a
Width (min. ft.)	150	100	100	100	70	40	40	30	30	30
Frontage (min. ft.)	50	50	50	50	20	20	20	20	20	20
Frontage on cul-de-sac (min. ft.)	30	30	30	30	n/a	n/a	n/a	n/a	n/a	n/a
<b>Setback</b>										
Principal structure										
Front (min. ft.)	20	20	20	20	20	20	20*	20*	20*	20*
Side (min. ft.)	50	15	15	15	7	5	5	5	5	5
Rear (min. ft.)	50	30	30	30	25	15	10	10	10	10
Accessory structure										
Front (min. ft.)	25	25	25	25	25	25	25	25	25	25
Side (min. ft.)	50	5	3	3	3	3	3	3	3	3
Rear (min. ft.)	50	10	10	5	5	5	5	5	5	5
<b>Bulk</b>										
Lot coverage (max.)	5%	15%	20%	30%	50%	60%	70%	75%	75%	80%
Height (max. ft.)	35	35	35	35	40	40	40	60	60	72
Density (min. units per acre)	n/a	n/a	n/a	n/a	2	3	5.5	8	12	16
Density (max. units per acre)	1 unit / 5 acres	1	1	2	4	5.5	8	12	16	n/a
Cluster allowed	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
<b>Notes</b>										
Note: Minimum lot area, lot width and lot frontage do not apply to two-family dwellings or multifamily. *20 feet for the garage portion of a principal structure and 15 feet for the remainder of the principal structure. R-5: Min. lot area civic – 20,000 sf. R-8: Min. lot area civic – 20,000 sf.										

Based on the size of approximately 3.4 acres, the number of dwelling units allowed would be around 17 units. The planned development approves between 14 and 21 units for the property along with a 10% commercial component. Care will need to be taken in the construction of the development that may be proposed for the subject so that above-grade improvements meet the requirements set forth in the table presented.

Because of the location and topography of the subject, there are several extraordinary costs that were presented earlier. These costs include the costs for importing dirt to the subject property as well as the costs for the block wall along Monument Road. These two costs total approximately \$150,000.00.

## HIGHEST AND BEST USE

Process – The highest and best use of the property must be determined for both the subject site as though vacant and for the property as currently improved (if applicable). The highest and best use is:

1. Physically possible for the site.
2. Permitted or reasonably probable under the zoning laws and deed restrictions that apply to the site.
3. Economically feasible.
4. The use which will produce the highest net return on investment (i.e. highest value) from among the possible, permissible, and economically feasible uses.

### As if Vacant

The first step in determining the highest and best use of the subject is to consider what would be legally permissible on the site. As mentioned earlier, the subject property is in PD Zoning, and 14-21 units are proposed to be constructed on the property, along with a commercial component of around 10% of the land on the east side. More than likely, if the property were vacant, the City of Grand Junction Planning Office would approve it for a residential development.

After legal permissibility is considered, the next determination in the highest and best use is to determine what would be physically possible on the site. The property is fairly level in topography and irregular in configuration. Other than the extraordinary costs presented above, there are no physical constraints which would unduly restrict development on the site other than overall size. Any potential development on the site must consider the configuration and overall size. The extraordinary costs may have to be reduced for economic feasibility, which may require, then, a smaller project development.

The third determination in the highest and best use is to determine what would be financially feasible in the market. Based on the legal and physical permissibility of the site, more than likely any potential development would be for single family residential uses. There has been new development of single-family development land in numerous locations across the Grand Valley. They have, in some cases, sold lots very quickly, given demand for new construction. Without cost information for the subject development, I cannot address potential feasibility of the subject development. However, if the extraordinary costs are incurred, the land may have no value on an as is basis.

If the subject were currently vacant and available for use, the same demand would still exist. Based on this fact, we have concluded the highest and best use for the subject on an “as if vacant” basis to be for single family subdivision development, at a point in time when it is proven that the development is economically feasible.



## ABOUT THE APPRAISAL PROCESS

The valuation process involves gathering information pertinent to the subject and the valuation procedure. This data is accumulated from the market and applied toward a value conclusion involving three valuation approaches. The value indications of the cost, sales comparison, and income capitalization approaches establish a range from which a final opinion of value is formed through the process of reconciliation. The process is illustrated in the flow chart in Figure 4.1.<sup>1</sup>

The first step in the cost approach is to form an opinion of the subject site value. Then, the estimated reproduction cost of the improvements is developed. This step is followed by the application of depreciation for losses in value due to physical wear and tear and any possible functional deficiencies or negative external influences. The total of these estimates—the depreciated cost of the improvements and an allowance for site improvements and site value—represents the value of the property by the cost approach.

Sales comparison involves the collection of sales and listing data of properties that are similar to the subject property. These sales are compared to the subject, and adjustments are applied to the sales prices of the comparables to arrive at an indication of most probable price for the subject. If a comparable is inferior to the subject, a positive dollar or percentage adjustment is applied to the comparable sale price. If a comparable is superior to the subject, a negative dollar or percentage adjustment is applied.

In the income capitalization approach, current rental income is forecast for the subject property by comparison to comparable rental properties and examination of the subject's past performance. The resulting operating income is converted into a value indication by an applicable and supportable capitalization method.

The three approaches to value are interrelated. Each requires the gathering and analysis of data that pertains to the property being appraised. From the approaches applied, the appraiser develops separate indications of value for the property being appraised. To complete the valuation process, the appraiser integrates the information drawn from market research, data analysis, and the application of the approaches to reach a value conclusion.<sup>2</sup>

Useful definitions to the valuation process include, but are not limited to, the following:

**Anticipation.** *The perception that value is created by the expectation of benefits to be derived in the future.*

**Balance.** *The principle that real property value is created and sustained when contrasting, opposing, or interacting elements are in a state of equilibrium.*

**External obsolescence.** *A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.*

**Functional obsolescence.** *The impairment of functional capacity of improvements according to market tastes and standards.*

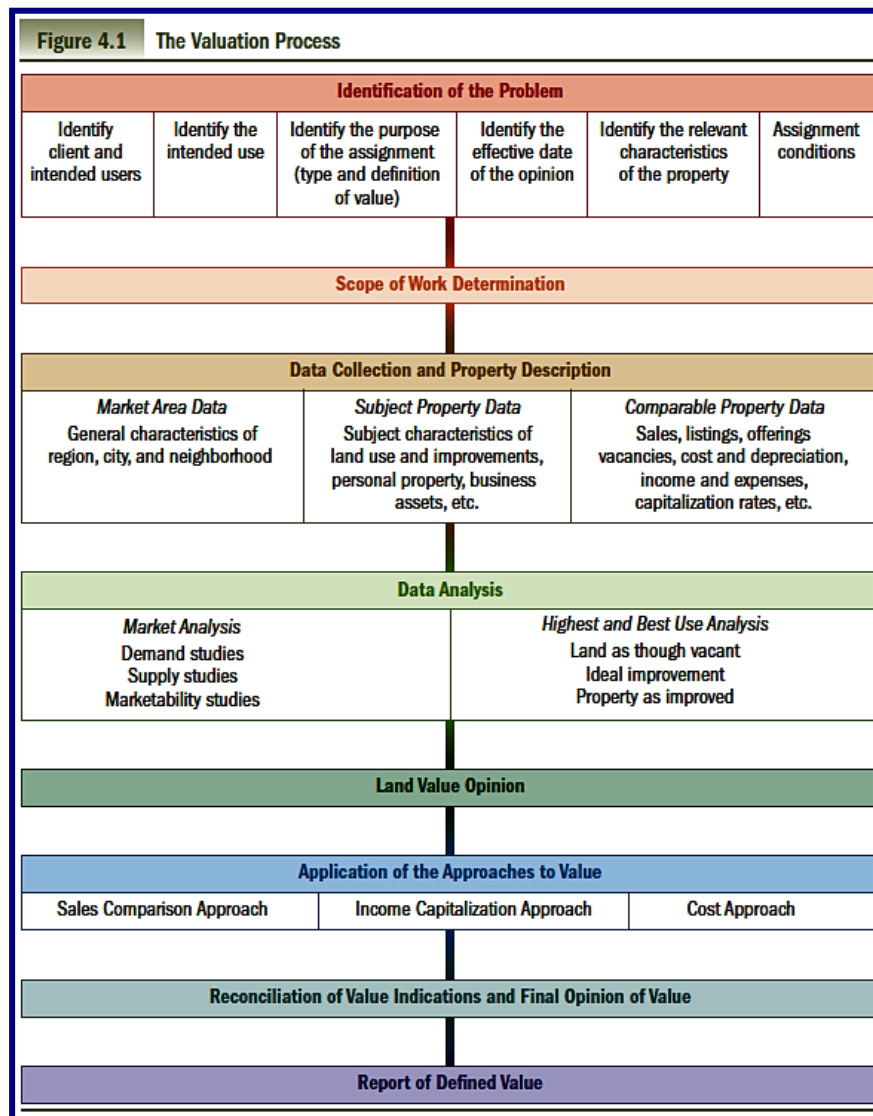
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1. *The Appraisal of Real Estate*, 14<sup>th</sup> edition. Chicago: Appraisal Institute, 2013, P. 37.

2. *Ibid*, P. 36.

**Supply and demand.** *In economic theory, the principle that states that the price of a commodity, good, or service varies directly, but not necessarily proportionately, with demand, and inversely, but not necessarily proportionately, with supply. In a real estate appraisal context, the principle of supply and demand states that the price of real property varies directly, but not necessarily proportionately, with demand and inversely, but not necessarily proportionately, with supply.*

**Substitution.** *The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.*



## SALES COMPARISON APPROACH

In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings or pending sales of properties that are similar to the subject property. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. A major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties.

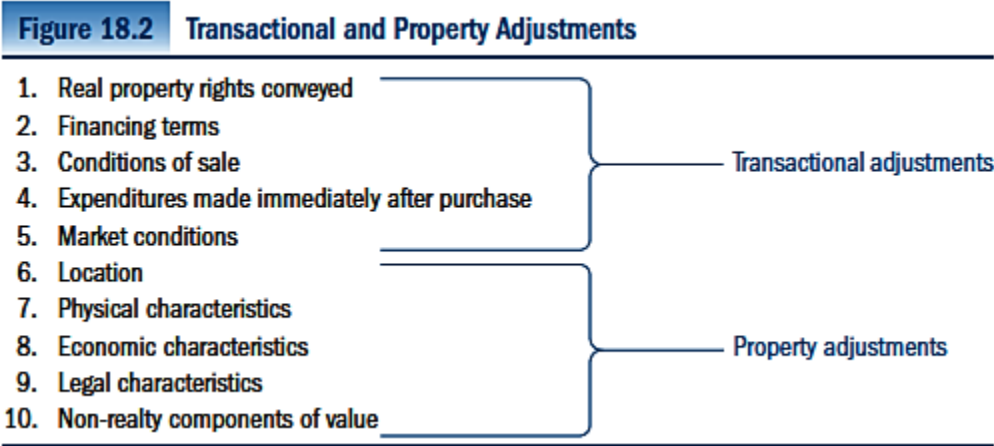
The sales comparison process entails five primary steps:

- “Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.
- “Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm’s-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.
- “Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser’s goal is to define and identify a unit of comparison that explains market behavior.
- Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.
- “Reconcile the various value indications produced from the analysis of comparables into a value conclusion.”

Tantamount to the cost approach, appraisal principles related to the sales comparison include substitution, balance, and externalities. In this approach, the appraiser interprets the actions of buyers and sellers in an open market. Per the principle of substitution, when two or more properties of similar utility are available, and assuming there is no undue delay, the one with the lowest sale price will receive the greatest demand. The implication of this procedure is important because it uses similar properties sold in the subject marketplace. It is for this reason that it is frequently considered one of the most reliable value indicators in the real estate market in general.

The following includes comparable descriptions and grids that facilitate the adjustment analysis of the comparable sales to the subject. To accomplish this adjustment process, the appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market data. Elements of comparison are the characteristics of properties and transactions that help explain the variance of prices paid for real estate.

Ten basic elements of comparison that should be considered in the sales comparison analysis include:



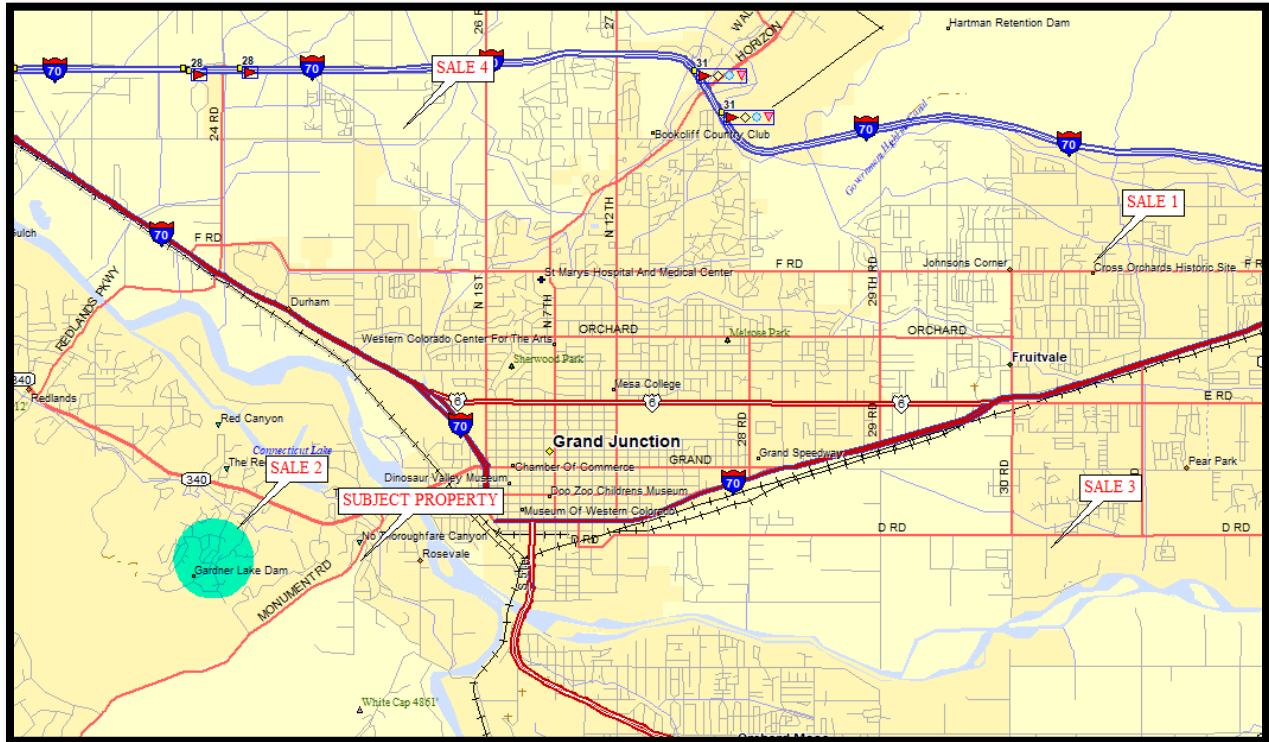
To determine the market value of the subject property through the Sales Comparison Approach, I have analyzed sales of land which have occurred in the Grand Junction area over the last several years. I was able to find four smaller sales, with one of those sales occurring near the subject in the Ridges.

Each of the sales was first adjusted for transactional elements including:

- Real property rights conveyed
- Financing terms
- Conditions of sale
- Expenditures made after purchase
- Market Conditions

After the transactional elements are considered, adjustments are then made for property characteristics, including location/ accessibility/visibility, zoning, land area, usability/configuration, and other factors. The sales analyzed are as follows:

### SALES MAP

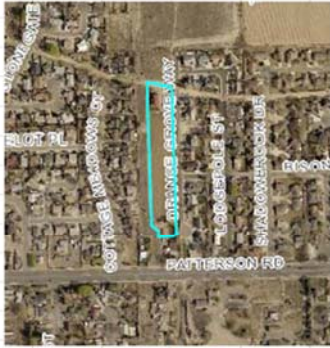


<b>Comparable Sale # 1</b>	
Address	LOTS 2-10, ORANGE GROVE SUB.
City, State, Zip Code	Grand Junction, CO 81504
County	Mesa

<b>Sale Information</b>	
Buyer	OG2, LLC
Seller	RICHARD W. FULTS
Sale Date	February 11, 2020
Sales Price	\$95,000
Sales Price Per Acre- Land	\$39,583.33
Reception No.	2913217

<b>Transactional Elements</b>	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Cash to Seller
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

<b>Property Characteristics</b>	
Type	Vacant development land
Acres	2.400
Zoning	R-4
Number of lots	9
Sales price per lot	\$10,555.56
Improvements	None- Road on east side
Topography	Typical
Frontage	Orange Grove Way
Accessibility	Access from Orange Grove Way
Visibility	Visibility from Orange Grove Way
Assessor Parcel Number	2943-04437-002 (part)
Previous Sales in the Past Three Years	None



Sale Aerial - Mesa County Assessor

**Remarks**  
 The sale consists of part of a slightly larger tract, however, upon subdivision, the seller retained the first lot and his home on that lot.





<b>Comparable Sale # 3</b>	
Address	3029 D ROAD
City, State, Zip Code	Grand Junction, CO 81504
County	Mesa

<b>Sale Information</b>	
Buyer	CMH Homes
Seller	Robillard
Sale Date	January 17, 2018
Sales Price	\$85,000
Sales Price Per Acre. Land	\$29,720.28
Reception No.	2828037

<b>Transactional Elements</b>	
Real Property Rights Conveyed	Fee Simple
Financing Terms	Conventional
Conditions of Sale	Typical
Expenditures Made Immediately After Purchase	None impacting sales price
Market Conditions	Similar

<b>Property Characteristics</b>	
Type	Vacant development land
Acres	2.86
Zoning	RSFR
Number of lots	1
Sales price per lot (total)	\$85,000.00
Improvements	house, not habitable
Topography	Typical
Frontage	D Road
Accessibility	Access from D Road
Visibility	Visibility from D Road
Assessor Parcel Number	2943-212-00-009
Previous Sales in the Past Three Years	NONE



Sale Aerial

**Remarks**  
 This property is located near the subject, but is long and narrow. It was advertised as "great development land", but would require the removal of the residence prior to development. It sold after 1064 days on the market.





### **Units of comparison**

The first step of the adjustment process is to determine which unit of comparison is applicable to the given market. In the valuation of development properties, the typical unit of comparison is the sales price per acre. When speaking with market participants and analyzing marketing packages, it is clear that this is the only applicable unit of comparison for the subject property. Given the overall size of the subject and sales, the more consistent unit of comparison was the price per acre basis. Therefore, all adjustments are made on a price per acre basis.

### **Adjustment derivation**

After the comparable sales have been selected and the unit of comparison has been determined, adjustments are quantitatively estimated. These adjustments are made on a percentage basis and represent the magnitude difference based on my observation of the subject and the comparables. These are comparable to qualitative adjustments converted to quantitative adjustments to present a reasonable adjusted value for the subject.

In order to derive adjustments, the first characteristics which must be considered are transactional elements.

### **Transactional elements**

Prior to derivation of adjustments for physical and locational characteristics, the sales must be adjusted for transactional elements, including real property rights conveyed, financing terms, conditions of sale, expenditures made after purchase, and market conditions.

### **Real Property Rights Conveyed**

Each of the sale transactions included the fee simple estate rights of ownership. No adjustments are necessary to consider differences in real property rights conveyed.

### **Financing Terms**

The financing terms of each transaction was either conventional or cash to the seller. The financing terms did not impact the sales price of any of the sales. Therefore, no adjustments were necessary for financing terms.

### **Conditions of sale**

Each of the sales was an arms-length transaction with typical conditions of sale. No adjustments were necessary for this factor.

### **Expenditures made after purchase**

In vacant land tracts, after the purchase, many things can be done to the property for future development. However, these things typically do not influence the purchase price. The sales had no expenditures made after purchase. Therefore, no adjustments were made to consider expenditures made after purchase in these sales.

### **Market conditions**

Due to the limited sales activity and other market volume, it is extremely difficult to determine an adjustment for market conditions which would represent changes in the market since the time of sale. Overall, there has not been a significant trend in either direction in terms of sales prices or rental rates over the past several years. Overall, the market conditions are considered similar today as when each of the sales took place. However, the date of sale of each of the comparable properties is considered in the reconciliation of value. Therefore, no adjustments are made for market conditions, however it is considered.

### **Physical Characteristics**

After transactional elements are considered, adjustments are then made to consider differences in physical characteristics, including location/accessibility/visibility, zoning, total land area, usability/configuration, and other factors. These adjustments have been calculated as follows:

### **Location/accessibility/visibility**

The subject is well located in the Redlands with very limited views of the surrounding area. The property is in a draw and, while access is good from Monument Road, the property has very limited views. For location/accessibility/visibility, Sale #1 was the sale of nine paper lots in Orange Grove Subdivision, and the location would be considered somewhat similar, being an in-fill development with somewhat limited views. No adjustment was made to that sale. Sale #2 was in the Ridges and this included developed sites in multiple tracts. A minus 10% adjustment was made for location, accessibility, and visibility. Views will be adjusted below. Sale #3 was located along D Road, and this is an inferior location to the subject. A 25% upward adjustment was made to that sale. Sale #4 was located near 25 ½ Road and G Road, in an area of higher-priced homes and reasonably good views. A 25% downward adjustment was made for location.

### **Zoning**

The subject has a zoning of Planned Development with an R-5 default. Since the property does include some potential for commercial use, upward adjustments were necessary for comparison to all of the sales. Sale #1 was an R-4 zone, and a 15% upward adjustment was made to that sale. The property in the Ridges was zoned Planned Development, however had no commercial components, and a 10% upward adjustment was made for that factor. Sales #3 and #4 were both zoned R-4, and 15% adjustments were made to those sales.

### **Land area**

Smaller tracts typically sell for more per acre than larger tracts. The sales were all similar in size other than Sale #2. This sale was 12.04 acres, and an upward adjustment of 20% was made for that factor.

### **Usability/configuration/views**

The subject property has good usability and a slightly irregular configuration; however, it has poor views. Sale #1 has average views and was developed for paper lots prior to its sale. The costs of that, however, were done by the buyer prior to the sale. The exact costs prior to sale were not considered under expenditures made after purchase presented above. This property

would have slightly better views than the subject, and a minus 5% adjustment was made for this factor. Sale #2 was in the Ridges, and the sites all had somewhat different views. Several of the sites, however, were very well located on the fringe of hillsides and had good views. A minus 20% adjustment was made for those factors. Sale #3 had average views, and a minus 5% adjustment was made for that factor. Sale #4 had good views, and a minus 20% adjustment was made for that.

### **Other/development costs**

Within this category, it can be noted that the subject has two tracts, however one will be dedicated for open space. In addition, the property has some extraordinary costs not encountered by many other developments. Rather than making a large deduction at the end of the valuation process, since these costs are not necessarily known for the sales, I have considered that difference through a percentage adjustment. For Sale #1, the property had nine paper lots that this sale was contingent upon receiving. The buyer took the project through the entitlement process prior to closing on the sale and also paid open space fees on the project prior to sale. All these costs would be considered as somewhat extraordinary, and no adjustment was made to that sale for these factors. Sale #2 had multiple tracts, and two of those tracts have already been subdivided into multiple lots. Of the four parcels, one parcel was developed into three lots, and sales have occurred on at least one of those lots. A second tract has been platted for 32 lots. This would be considered to be superior to the subject, and a 20% downward adjustment was made for that factor. Sale #3 has an extension of 30 ¼ Road that will occur on the property's west side, and there is currently an access road along the west side of that property as well. That will limit the usability of that site substantially and, therefore, it is considered somewhat similar to the subject. In addition, this sale has a drainage ditch along the west side, and this would appear to potentially affect about a third of the property. No adjustment was made to this sale. Sale #4 is located along G Road and has the Grand Valley Main Line Canal along the southwest side of the property. This will affect the usability of that portion of the property, and that property may incur some expense due to the canal. This will not be as significant as the subject, and a downward adjustment of 10% was made to this sale.

### **Application of adjustments**

The next step of the Sales Comparison Approach is to apply the adjustments determined to the sales. Each sale will then indicate a value to the subject. Applying each of the adjustments described above indicates the following value conclusion based on the comparable sales:

**SALES COMPARISON ANALYSIS GRID**

**2501 MONUMENT ROAD** **NISLEY & ASSOCIATES**  
**GRAND JUNCTION, COLORADO** **12/28/2020**

	SUBJECT	SALE 1		SALE 2		SALE 3		SALE 4	
ADDRESS	2501 MONUMENT ROAD	LOTS 2-10, ORANGE GROVE SUB.		MULTIPLE TRACTS, RIDGES		3029 D ROAD		APPROX. 2528 G ROAD	
	GRAND JUNCTION	GRAND JUNCTION		GRAND JUNCTION		GRAND JUNCTION		GRAND JUNCTION	
OVERALL SALES PRICE	NA	\$95,000		\$769,486		\$85,000		\$360,000	
OVERALL SALES PRICE/ACRE	NA	\$39,583.33		\$63,910.76		\$29,720.28		\$78,774.62	
LESS: CONTRIBUTORY VALUE OF IMPROVEMENTS	NA	\$0		\$0		\$0		\$0	
ALLOCATED SALES PRICE TO LAND	NA	\$95,000		\$769,486		\$85,000		\$360,000	
\$/AC LAND AREA	NA	\$39,583.33		\$63,910.76		\$29,720.28		\$78,774.62	
DATE	12/28/2020	2/11/2020		5/31/2019		1/17/2018		10/16/2019	
DAYS ON MARKET		43							
REAL PROPERTY RIGHTS CONVEYED	FEE SIMPLE	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00	FEE SIMPLE	\$0.00
FINANCING TERMS		CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CONVENTIONAL	\$0.00
CONDITIONS OF SALE		TYPICAL	\$0.00	TYPICAL	\$0.00	TYPICAL	\$0.00	CASH	\$0.00
EXPENDITURES MADE AFTER PURCHASE		NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00	NONE IMPACTING SALES PRICE	\$0.00
MARKET CONDITIONS		SIMILAR	\$0.00	SIMILAR	\$0.00	SIMILAR	\$0.00	SIMILAR	\$0.00
ADJUSTED SALES PRICE	NA	\$95,000.00		\$769,485.60		\$85,000.00		\$360,000.00	
ADJUSTED SALES PRICE/ACRE	NA	\$39,583.33		\$63,910.76		\$29,720.28		\$78,774.62	
LOCATION/ACCESSIBILITY/VISIBILITY	REDLANDS/GOOD/GOOD	30 3/4 RD., NO. OF PATTERSON	0%	RIDGES- DEV. SITES	-10%	D Road	25%	25.5 & G	-25%
ZONING- DENSITY ALLOTMENT	PD- R-5 DEFAULT	R-4	15%	PD	10%	R-4	15%	R-4	15%
TOTAL LAND AREA- ACRES	3.3678	2.40	0%	12.04	20%	2.860	0%	4.570	0%
USABILITY/ CONFIGURATION/VIEWS	GOOD- IRREGULAR- POOR VIEWS	GOOD- RECTANGULAR- AVG. VIEWS	-5%	GOOD- IRREGULAR- GOOD VIEWS	-20%	GOOD- IRREGULAR- AVG. VIEWS	-5%	GOOD- RECTANGULAR- GD. VIEWS	-20%
OTHER/DEV. COSTS	2 TRACTS- 1 FOR DEDICATION- EXTRAORDINARY COSTS	9 PAPER LOTS	0%	MULTIPLE TRACTS	-20%	30.25 RD. EXT., DRAINAGE	0%	GV CANAL	-10%
NET ADJ.		10.0%		-20.0%		35.0%		-40.0%	
<b>ADJ. \$/ACRE</b>		<b>\$43,541.66</b>		<b>\$51,128.61</b>		<b>\$40,122.38</b>		<b>\$47,264.77</b>	



## **FINAL VALUE CONCLUSION**

**Indicated Value by the Sales Comparison Approach:                   \$152,000.00**

Based on the Sales Comparison Approach, I have concluded an overall value for the subject at:

**ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS  
(\$152,000.00)**

Respectfully submitted,

John W. Nisley, MAI, SRA (A.I.)  
Certified General Appraiser  
Colorado - #CG01313453

**JOHN (JACK) W. NISLEY**  
**QUALIFICATIONS**

**EDUCATION:**

University of Denver

Bachelor of Science in Business Administration,  
1976 - Major Study: Real Est. and Const. Management

Jones Real Estate College

Broker Studies

American Institute of Real Estate Appraisers

1978, Course 1A, Introduction to Real Estate Appraisal  
1979, Course 1B, Capitalization Theory and Techniques  
1979, Course II, Urban Properties  
1980, Income Capitalization Workshop  
1980, Course VI, Introduction to Real Estate Investment Analysis  
1981, Subdivision Analysis Seminar  
1981, Business Valuation Seminar  
1982, Standards of Professional Practice  
1983, Capitalization Theory & Techniques II  
1983, Capitalization Theory & Techniques III  
1984, Water and Value  
1985, Standards of Professional Practice  
1985, Evaluating Commercial Construction  
1985, Residential Construction Analysis

1986, R-41B Seminar  
1986, Foreclosure Seminar (Grand Junction Board of Realtors)  
1987, Ad Valorem Tax and Assessed Values  
1987, R-41C and the Appraiser  
1987, Uniform Residential Appraisal Report  
1988, Standards of Professional Practice Update  
1988, Rates, Ratios and Reasonableness  
1989, Current Appraisal Issues  
1988, Residential Demonstration Report Writing Seminar Grader's Training  
1989, Residential Demonstration Report Writing Seminar Grader's Training  
1989, Standards of Professional Practice Update  
1989, Valuation Methodology  
1989, Environmental Hazards

Appraisal Institute – recent seminars and classes

2014, USPAP 2014-2015 and the New Reporting Options  
2014, USPAP 7-Hour Update  
2015, The Lost & Forgotten Cost Approach  
2015, The Sharing Economy & Real Estate  
2015, Board the Appraisal Bus/ CDOT Projections  
2015, Analyzing Operating Expenses  
2015, Using your HP12C Calculator  
2015, Cool Tools, New Technology for Real Estate Appraisers  
2016, USPAP 7-Hour Update  
2017, Valuing Fractional Interests  
2017, Colorado Property Taxes  
2017, Trends in Health Care Real Estate

2017, 2018-2019 7-hour National USPAP Update Course  
2017, The Discounted Cash Flow Model: Concepts, issues, and Apps.  
2018, Colorado Economic & Development Update/Seminar  
2018, Online Business Practices and Ethics  
2018, Reviewer/Regulator Perspectives  
2018, Hot Topics and Myths in Appraiser Law  
2018, The Valuation of Solar Photovoltaic Systems  
2019, Mountains and Valleys Valuation  
2019, Appraisers Spreading Their Wings  
2019, Opportunity Zones  
2019, 2020-2021 7-hour National USPAP Update Course  
2020, Colorado Economic Real Estate Update



**MEMBERSHIPS AND LICENSES:**

Appraisal Institute - MAI Designation, #6925, 6-29-1984; SRA Designation 3-13-2007.  
State of Colorado Certified General Appraiser - License #CG01313453

**BACKGROUND AND EXPERIENCE:**

Appraisal Apprentice - Mountain Realty Company - 6/75 to 9/75, 3/76 to 8/76  
Fee Appraiser - Nisley & Associates, Inc. - 8/76 to Present Time

**Qualified as Expert Witness in Mesa, Montezuma, Gunnison, and Garfield Counties District Courts**

Appraisal Institute Committees - Served on Demonstration Report Grading Panel and  
Experience Review Panel

Appraisal Institute - Served on Colorado Chapter Board of Directors, Past Chair of Membership  
Retention and Development (Admissions) 2001, Colorado Experience Review Panel, Colorado  
Chapter Secretary/Treasurer for 2002, Colorado Chapter Vice President 2003, President 2004,  
Immediate Past President 2005, 2006-2008 Regional Representative for Colorado to Region II

Have been a Property Tax Arbitrator in Mesa County, Eagle County, Hearing officer in Montrose County

**TYPES OF WORK DONE:**

Residential - Single Family, Multi-Family, Assisted Living Facilities, Nursing Homes, Bed & Breakfasts  
Residential and Commercial Subdivisions  
Commercial - Office, Retail, and Wholesale Properties  
Industrial Properties  
Condominiums  
Farms, Wineries  
Vacant Land  
Special Use Properties  
Arbitration

**PURPOSE OF APPRAISALS:**

Acquisition	Mortgage	Estate Planning	Tax Arbitration
Tax Planning	Exchange	Development	Property tax hearing
Sales	Insurance	Open Space fees	
Foreclosure	Bankruptcy	Divorce	

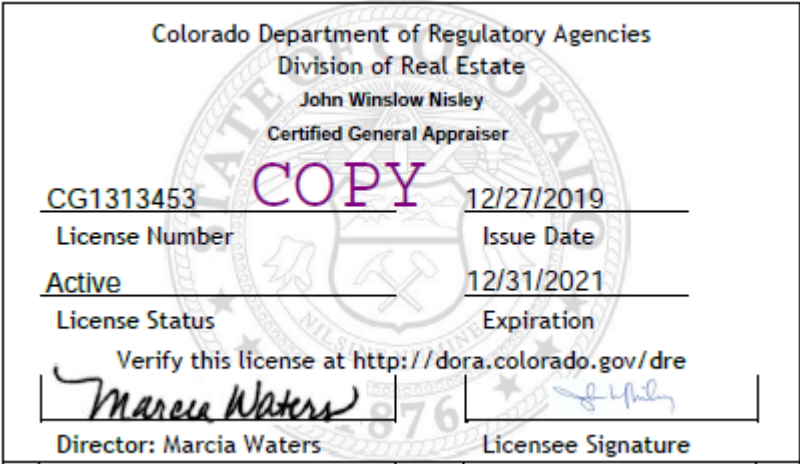
**AREAS WORKED IN: (Counties)**

Mesa County	Delta County	Montrose County	Garfield County
Moffat County	Rio Blanco County	Pitkin County	Gunnison County
Ouray County	Larimer County	San Miguel County	Montezuma County
LaPlata County	San Juan County	Eagle County	Routt County
(All in Colorado)			
Moab, and Grand County, Utah			

**PARTIAL LIST OF CLIENTS:**

School Dist. 51, Mesa Co.	First Bank Systems	Cornerstone Private Capital
Grand Valley	S.D. 16, Garfield Co.	Bank Midwest
Bank of the West	Alpine Bank	Home Loan State Bank
Zions Bank	Bank of the San Juans	Mountain Valley Bank
Greg Kampf	Bank of Colorado	Hilltop Services
Rio Grande Federal Credit Union	Intrust Bank	Builder Finance
Town of Carbondale	Habitat for Humanity	United Bank
	Numerous Private Individuals and Companies	

Mesa County  
 Eagle County  
 Montrose County



**ASSUMPTIONS AND LIMITING CONDITIONS**

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The 2014-2015 edition of Uniform Standards of Professional Appraisal Practice eliminates reference to "Summary" or "Self-Contained" styles of reporting. Instead, "Standard 2 does not dictate the form, format, or style of real property appraisal reports. The form, format, and style of a report are functions of the needs of intended users and appraisers. The substantive content of a report determines its compliance." This report is designed to be similar to the requirements of a "Summary" report as described in former editions of USPAP and satisfies the current reporting standards. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any and all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. On the letter of transmittal and the last page of the report, both signatories are in blue ink. If the signatures are not in blue ink, the appraisal report may not be an original.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the route observations made during the appraisal process.
15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
20. THE ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THESE TWENTY NUMBERED LIMITED CONDITIONS AND ASSUMPTIONS.

**CERTIFICATION**

The undersigned does hereby certify that, to the best of my knowledge and belief, and except otherwise noted in this appraisal report:

1. The statements of fact contained in this report are true and correct.
2. The report analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting a predetermined result.
7. My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulation result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I, John W. Nisley, have completed the continuing education program of the Appraisal Institute.

\_\_\_\_\_  
John W. Nisley, MAI, SRA  
Certified General Appraiser  
Colorado - #CG01313453

12/31/2020  
\_\_\_\_\_  
Date

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4826

**AN ORDINANCE ZONING THE FROG POND ANNEXATION TO PLANNED DEVELOPMENT (PD)  
WITH R-5 (RESIDENTIAL, 5 DU/AC) AND CSR (COMMUNITY SERVICES AND RECREATION)  
DEFAULT ZONE DISTRICTS**

**LOCATED AT 2501 MONUMENT ROAD**

Recitals

The Applicant, Frog Pond LLC, is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for the Frog Pond development. The approximately 3.5 acre parcel is bisected by Monument Road, with 2.5 acres on the east side and 1 acre on the west side. The proposed plan includes mixed use development of the east parcel, including residential and limited commercial, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located at 2501 Monument Road.

The City Council finds, after a public hearing and review of the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP), determined that it satisfies the applicable criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan.

The City Council also finds and determines that the ODP achieves substantial long-term community benefits, as required by the Zoning and Development Code, by providing the following:

1. *Other recreational amenities.* As stated in the Applicant's General Project Report, the property owner has worked diligently with the City on the Monument Road trail. The City has obtained additional right-of-way along the frontage of this property for the trail. In addition, the property owner worked cooperatively with the City to re-establish a drainage that was key to obtaining right-of-way on adjoining properties. The applicant could have waited to provide the ROW and easements needed for the trail concurrent with the development application, but was willing to work with the City prior to application to meet the City's deadlines to apply for grant funding. The Monument Road trail, scheduled for construction in 2019, will traverse the frontage of the east parcel, providing a connection from downtown to the Lunch Loops trailhead.

2. *Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art.* The proposal preserves the No Thoroughfare Wash drainage as a natural area. The Wash provides for drainage and flash flood waters coming off the Colorado National Monument. The area is heavily vegetated and provides habitat for a variety of species.

**The City Council finds that a PD zone district with default zones of R-5 and CSR and with the deviations and standards established in the ODP, is consistent and conforms with**



- 1) the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; and
- 2) the rezoning criteria provided in GJMC 21.02.140;
- 3) the planned development requirements of Section 21.05.040(f);
- 4) the applicable corridor guidelines and other overly districts.

The City Council also finds that such PD zoning provides the following:

- 5) public services and facilities that are adequate for and concurrent with the projected impacts of the development;
- 6) circulation and access adequate to serve all development pods/areas to be developed;
- 7) appropriate screening and buffering of adjacent property;
- 8) an appropriate range for density for the entire property or for each pod/area to be developed;
- 9) an appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;
- 10) an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and
- 11) long term community benefits.

Section 21.05.040 (g) of the Code allows for deviations from the default district standards as long as community amenities are provided that are in excess of what would otherwise be required by the code. **The City Council finds that the deviations from the standards of the default zones established by this ordinance are supported by the provision of the following amenities:**

*1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;*

The Applicant worked cooperatively with the City prior to project submittal on establishing the alignment and providing the right-of-way for the Monument Road trail.

*2. Open space, agricultural land reservation or land dedication of 20% or greater;*

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage.

3. *Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.*

The proposed project is a mixed use development that includes residential and limited commercial use to serve the area and trail users, while preserving the natural area on the west side of Monument Road.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission reviewed the request for the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP) and determined that it satisfies the applicable criteria of the Zoning and Development Code, is consistent with the purposes, intent, goals and policies of the Comprehensive Plan, and is generally compatible with land uses located in the surrounding area, and recommended approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE OUTLINE DEVELOPMENT PLAN AS A PLANNED DEVELOPMENT FOR FROG POND IS APPROVED WITH THE FOLLOWING STANDARDS AND DEFAULT ZONES:

A. This Ordinance applies to the following described property:

East Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying east of Monument Road and being more particularly described as follows:

Beginning at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto;

Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 58.13 feet to the easterly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1462.39 feet;

Thence along said right of way 86.42 feet along said curve having a central angle of 3°23'09" and a chord bearing North 35°00'35" East, a distance of 86.41 feet;

Thence continuing along said right of way North 33°19'00" East, a distance of 286.84 feet;

Thence continuing along said right of way 179.96 feet along the arc of a curve to the left, having a radius of 1939.86 feet, a central angle of 5°18'55" and a chord bearing North 30°39'33" East, a distance of 179.89 feet to the south line of Little Rock Minor Subdivision as recorded at Reception Number 1819881 of the Mesa County Records;

Thence along said south line North 89°29'00" East, a distance of 124.76 feet to the westerly right of way of South Redlands Road as recorded at Reception Number 1001479 of the Mesa County records;

Thence along said westerly right of way South 9°58'12" East, a distance of 104.46 feet;

Thence continuing along said right of way South 20°18'48" West, a distance of 384.60 feet to the south line of the northwest quarter of the northwest quarter of said Section 22;

Thence along said line South 89°29'00" West, a distance of 308.12 feet to the Point of Beginning.



Containing 2.47 acres, more or less.

#### West Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying west of Monument Road and being more particularly described as follows:

Commencing at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto;

Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 160.33 feet to the westerly right of way line of Monument Road as recorded in Book 947 at Page 524 or the Mesa County records;

Thence continuing along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 141.53 feet to the easterly right of way of Glade Park Highway as recorded on that plat of Mesa Vista subdivision recorded at Reception Number 258205 of the Mesa County records;

Thence along said right of way North 42°26'00" East, a distance of 220.31 feet to the southwesterly corner of Lot 20 of said Mesa Vista subdivision;

Thence along the southeasterly line of said Lot 20 North 49°25'00" East, a distance of 202.50 feet to the southeast corner of said Lot 20;

Thence along the east line of said Lot 20 North 00°07'00" East, a distance of 165.40 feet to the northeast corner of said Lot 20;

Thence North 89°29'00" East, a distance of 145.04 feet to the westerly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1859.86 feet;

Thence along said right of way 121.11 feet along the arc of said curve, having a central angle of 3°43'52" and a chord bearing South 31°27'04" West, a distance of 121.09 feet;

Thence continuing along said right of way South 33°19'00" West, a distance of 286.84 feet;

Thence continuing along said right of way 143.53 feet along the arc of a curve to the right, having a radius of 1382.39 feet, a central angle of 5°56'56", and a chord bearing South 36°17'28" West, a distance of 143.46 feet to the Point of Beginning.

Containing 0.99 acres, more or less.

#### **Establishment of Uses:**

The proposed ODP preserves the No Thoroughfare Wash drainage, located on the west side of Monument Road, as open space. The proposed uses on the remainder of the property on the east side of Monument Road include residential uses as allowed in the R-5 zoning, including Single Family attached and detached, Duplex/Two Family, Multifamily, Civic and Home Occupation, as well up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-through), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-through business, gas station, liquor store, automotive repair/service.

**Density/Intensity:**

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

**Access:**

The location of the current driveway access from Monument Road to serve the existing duplex units will also serve future development. Improvements to the access and the need for a turn lane on Monument Road will be determined at the time of Preliminary/Final Plan development. Additional right-of-way along Monument Road has already been obtained to accommodate the future road section, as well as the Monument Road Trail that will be constructed by the City in 2019.

**Open Space and Pedestrian Amenities:**

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument.

The Applicant has conveyed additional right-of-way adjacent to the property east of Monument Road to accommodate the Monument Road Trail that will connect downtown Grand Junction to the Lunch Loops/Tabaguache trailhead along Monument Road.

**Phasing:**

The Applicant is proposing to develop the project in a single phase with the ODP being valid for a period of 5 years from the approval date of this ordinance.

**Default Zones:**

The Default Zones shall be CSR (Community Services and Recreation) for the West parcel and R-5 (Residential, 5 du/ac) for the East parcel.

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum



lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. Proposed deviations are shown in the following table:

Dimensional Standard	R-5	Cluster	Proposed ODP
Frontyard setback (Principal/Accessory):	20'/25'.	20'/25'	5' *
Sidyard setback (Principal/Accessory):	5'/3'.	5'/3'	5'
Rearyard setback (Principal/Accessory):	25'/5'	10'/5'	5'
Maximum building height:	40'.	40'	40'
Maximum Lot Coverage:	60%.	70%	N/A
Minimum Lot Area:	4,000 sq. ft.	3,000 sq.ft.	N/A
Minimum Lot Width:	40'	40'	N/A

\*10' setback along Monument Road (parking and outdoor seating areas will be allowed to extend into the setback, but not more than 5')

The standards for the limited commercial use of the site are as follows:

1. Hours of operation from 6 a.m. to 10:30 p.m.
2. Sign standards of the R-O zone district
3. Maximum acreage of limited commercial area use of 14,670.16 s.f. (10% of total land area) to include building footprint and parking
4. Maximum floor area of limited commercial building not to exceed 8,000 s.f.

**Landscaping & Fencing:**

Landscaping will meet or exceed the requirements of the Code. Section 21.06.040(d) requires 14' wide street frontage landscape adjacent to the public right-of-way, except where detached walks are provided it can be 5'. The proposed Monument Road trails will be detached along this section.

**Signage:**

Signage for the limited commercial uses shall conform to the standards of the R-O (Residential-Office) zone district.

**Should the PD and/or ODP expire, lapse or become invalid for any reason, the Property shall be fully subject to the then-applicable standards of the default zones established for each area of the Property (CSR for the West parcel and R-5 for the East parcel), without the requirement of any further action such as rezoning, by the City.**

Introduced for first reading on this 7<sup>th</sup> day of November, 2018 and ordered published in pamphlet form.

PASSED and ADOPTED this 5<sup>th</sup> day of December, 2018 and ordered published in pamphlet form.

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

ATTEST:

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



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4826 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 7<sup>th</sup> day of November, 2018 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 5<sup>th</sup> day of December, 2018, at which Ordinance No. 4826 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 12<sup>th</sup> day of December, 2018.

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

Published: November 09, 2018  
Published: December 07, 2018  
Effective: January 06, 2019



## Grand Junction City Council

### Regular Session

Item #6.a.i.

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**Meeting Date:** February 16, 2022  
**Presented By:** Felix Landry, Planning Supervisor  
**Department:** Community Development  
**Submitted By:** Felix Landry, Planning Supervisor

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### **Information**

#### **SUBJECT:**

An Ordinance Amending Title 21 of the Grand Junction Municipal Code to Modify Residential Density Regulations in the B-1 (Neighborhood Business), C-1 (Light Commercial), M-U (Mixed Use), and BP (Business Park Mixed Use) Zoning Districts

#### **RECOMMENDATION:**

The Planning Commission heard this request at its January 11, 2022 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Community Development Director is proposing amendments to sections of the Grand Junction Municipal Code (GJMC) Title 21 to modify provisions of the Zoning and Development Code. The proposed amendment removes maximum residential density requirements in B-1 Neighborhood Business, C-1 Light Commercial, M-U Mixed Use, and BP Business Park Mixed Use zoning districts.

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

##### **BACKGROUND**

In an effort to keep the Zoning and Development Code to address opportunities for housing density, staff is proposing revisions to the GJMC that govern residential density within commercial zone districts. The maximum density allowed for projects occurring in commercially or mixed use zone districts has been identified as a barrier to developing additional multifamily units within several recently proposed projects. The Planning Commission discussed these topics at its November 18, 2021 workshop and supported this text amendment and subsequently heard and recommended approval of the text amendment at their January 11, 2022 meeting.

### **Mixed Use and Industrial Standards Summary Table**

Presently, the Zoning and Development Code includes a table that identifies and summarizes the bulk standards (e.g. setbacks and other dimensional requirements) in the Mixed Use and Industrial Zone Districts in Section 21.03.080. This table, as it presently exists, is included below. You will note that the B-1 Neighborhood Business, C-1 Light Commercial, M-U Mixed Use, and BP Business Park Mixed Use zoning districts all have a maximum density prescribed in the second to last row of the standards. The remaining districts do not have a prescribed maximum density.

In recent discussions with several developers, they expressed a desire to add additional residential uses or build at higher densities in these zoning districts, but the density maximums in the zone district prohibits it. In these cases, the desired density has been marginally higher than the prescribed maximum, or has prevented an existing commercial/office structure from converting its existing space into residential units. Here are some examples:

1. 918 N 7<sup>th</sup> Street: Originally built as a residential structure on 0.16 acres, now houses 3 commercial/office units. The owner would like to convert the space back into residential but the density maximum of 16 units per acre prevents it. The code also prohibits this project from including one half of the adjacent ROW in the density calculation.

2. 805 Struthers Ave (B1): A 1.92 acre redevelopment project within the downtown overlay district with a base zoning of C-2. The downtown overlay allows residential development within C-2 zoning if it develops to the C-1 residential standards, which includes a maximum density of 24 units per acre. The developer would like the flexibility to add 2-4 additional units depending on what they can park and fit within the other regulations.

3. 656 Market Street: a proposed multi-family development on 2.65 acres in M-U. Staff noted that the original site plan left a significant portion of the property undeveloped. The developer stated that they'd be happy to add additional units but cannot meet the prescribed maximum density of 24 units per acre in the M-U district.



	<b>R-O</b>	<b>B-1</b>	<b>B-2</b>	<b>C-1</b>	<b>C-2</b>	<b>CSR</b>	<b>M-U</b>	<b>BP</b>	<b>I-O</b>	<b>I-1</b>	<b>I-2</b>
<b>Lot</b>											
Area (min. ft. unless otherwise specified)	5,000	10,000	n/a	20,000	20,000	1 ac	1 ac	1 ac	1 ac	1 ac	1 ac
Width	50	50	n/a	50	50	100	100	100	100	100	100
Frontage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Setback</b>											
<i>Principal structure</i>											
Front (min. ft.)	20	20	0	15	15	15	15	15	15	15	15
Side (min. ft.)	5	0	0	0	0	0	0	0	0	0	0
Side – abutting residential (min. ft.)	0	10	0	10	10	10	10	10	10	10	10
Rear (min. ft.)	10	15	0	10	10	10	10	10	10	10	10
<i>Accessory structure</i>											
Front (min. ft.)	25	25	25	25	25	25	25	25	25	25	25
Side (min. ft.)	3	0	0	0	0	0	0	0	0	0	0
Side – abutting residential (min. ft.)	0	5	0	5	5	5	5	5	5	5	0
Rear (min. ft.)	5	15	0	10	10	10	10	10	10	10	10
<b>Other Dimensional Requirements</b>											
Lot coverage (max.)	70%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Height (max. ft.)	40	40	80	65	65	65	65	65	65	50	50
Density (min. units per acre)	4	8	8	12	n/a	n/a	8	8	n/a	n/a	n/a
Density (max. units per acre)	None	16	None	24	None	None	24	24	None	None	None
Building size (max. sf)	10,000	15,000	None	None	None	None	None	None	None	None	None
<b>Notes</b>											

**B-1:** Max. building size varies by use; retail – 15,000 sf (unless a CUP is approved), office 30,000

**B-2:** Parking front setback for parking as a principal use – 30 ft., for accessory 6 ft..

**C-1:** Min. rear setback – 0 if an alley is present

Even without prescribed maximum densities, the scale of development, achievable at a site, will still be restricted by other portions of the code such as maximum heights, setbacks, lot coverage, required landscaping, and parking requirements. This text amendment proposes removing the maximum density numbers for the B-1 Neighborhood Business, C-1 Light Commercial, M-U Mixed Use, and BP Business Park Mixed Use zoning districts to provide for more creative projects which best utilize developable land, allow for increased density and better achieve the goals of the Comprehensive Plan. Due to other site design restrictions such as height, setbacks and parking, the amendment will not alleviate all existing regulations regarding scale and size of development.

### **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on January 4, 2022 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

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

The proposed amendment implements the 2020 One Grand Junction Comprehensive Plan, specifically the following sections:

Planning Principal 3: Responsible and Managed Growth - 6 Support the development of neighborhood-centered commercial uses and mixed-use development.

6(c) - Walkable Centers: Support the development of walkable community/neighborhood commercial centers that provide a variety of services and amenities to the immediate area, expand housing options, and/or provide live-work opportunities. Centers will vary in size and type but should be located consistent with the Commercial and Industrial areas framework map.

6(d) – Density/Intensity: Encourage the transition of low-intensity or otherwise obsolete single-use centers to higher intensity, mixed-use centers over time. Emphasize strategies that will expand housing options and available services within the immediate neighborhood.

Planning Principal 5: Strong Neighborhoods and Housing Choices – 1 Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

1(c): Housing Types – promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as

duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

Furthermore, this amendment implements the following strategies from the Grand Valley Housing Needs Assessment and Strategy:

Strategy 3: Implement land use code changes that facilitate attainable housing development and housing diversity.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the proposed amendment to the "Mixed Use and Industrial Standards Summary table" in Section 21.03.080 of Title 21 Development Regulations in the Grand Junction Municipal Code, case ZCA-2022-4, the following findings of fact have been made:

1. The proposed amendments to the Zoning and Development Code are useful in that they ensure the health, safety, and general welfare of the public, and refine processes that assist in the logical and orderly development of the city.
2. The proposed amendments to the Zoning and Development Code implement Key Principles and Strategies of the Comprehensive Plan and the City's adopted Housing Strategy.

Therefore, the Planning Commission recommends approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5052, an ordinance amending the Mixed Use and Industrial Bulk Standards Summary Table in Section 21.03.080 of Title 21 of the Zoning and Development Code to remove the density maximums described for B-1 (Neighborhood Business), C-1 (Light Commercial), M-U (Mixed Use), and B-P (Business Park Mixed Use) zoning districts on final passage and order final publication in pamphlet form.

**Attachments**

1. Draft Ordinance - Removing Density Caps

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING THE MIXED USE AND INDUSTRIAL BULK STANDARDS SUMMARY TABLE IN SECTION 21.03.080 OF THE ZONING AND DEVELOPMENT CODE, TO REMOVE THE DENSITY MAXIMUMS DESCRIBED FOR THE B-1 NEIGHBORHOOD BUSINESS, C-1 LIGHT COMMERCIAL, M-U MIXED USE, AND B-P BUSINESS PARK MIXED USE ZONING DISTRICTS.**

Recitals:

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

The amendments to the Zoning and Development Code eliminate (1) requirements that have been proven, over time, impractical, difficult or impossible to apply or enforce, and for which there are other safeguards in the Code furthering the intent of the provisions; (2) inconsistencies within the Code; (3) unnecessary regulations; or (4) duplicative information.

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

After public notice and public hearing, the Grand Junction City Council finds that the proposed Code amendments are necessary to maintain effective regulations to implement the Comprehensive Plan.

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

**Section 21.03.080 Mixed Use and Industrial Bulk Standards Summary Table is amended as follows (deletions struck through):**

Highlighted areas showing the required Density (max. units per acre) shall be changed from 16, 24, 24, and 24 to None as depicted below.

**Mixed Use and Industrial Bulk Standards Summary Table**

	<b>R-O</b>	<b>B-1</b>	<b>B-2</b>	<b>C-1</b>	<b>C-2</b>	<b>CSR</b>	<b>M-U</b>	<b>BP</b>	<b>I-O</b>	<b>I-1</b>	<b>I-2</b>
<b>Lot</b>											
Area (min. ft. unless otherwise specified)	5,000	10,000	None	20,000	20,000	1 ac	1 ac	1 ac	1 ac	1 ac	1 ac
Width	50	50	None	50	50	100	100	100	100	100	100
Frontage	None	None	None	None	None	None	None	None	None	None	None
<b>Setback</b>											
Principal structure											
Front (min. ft.)	20	20	0	15	15	15	15	15	15	15	15
Side (min. ft.)	5	0	0	0	0	0	0	0	0	0	0
Side - abutting residential (min. ft.)	0	10	0	10	10	10	10	10	10	10	10
Rear (min. ft.)	10	15	0	10	10	10	10	10	10	10	10
Accessory structure											
Front (min. ft.)	25	25	25	25	25	25	25	25	25	25	25
Side (min. ft.)	3	0	0	0	0	0	0	0	0	0	0
Side - abutting residential (min. ft.)	0	5	0	5	5	5	5	5	5	5	0
Rear (min. ft.)	5	15	0	10	10	10	10	10	10	10	10
<b>Other Dimensional Requirements</b>											
Lot coverage (max.)	70%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Height (max. ft.)	40	40	80	65	65	65	65	65	65	50	50
Density (min. units per acre)	4	8	8	12	n/a	n/a	8	8	n/a	n/a	n/a
Density (max. units per acre)	None	16	None	24	None	None	24	24	None	None	None
** Gross floor area	10,000	15,000	None	None	None	None	None	None	None	None	None
<b>Notes</b>											

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor



## Grand Junction City Council

### Regular Session

Item #6.a.ii.

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**Meeting Date:** February 16, 2022

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

**Department:** Finance

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

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### **Information**

#### **SUBJECT:**

An Ordinance Making Supplemental Appropriations

#### **RECOMMENDATION:**

Staff recommends approval of an ordinance making supplemental appropriations and amending the 2022 City of Grand Junction Budget.

#### **EXECUTIVE SUMMARY:**

This supplemental appropriation will provide necessary spending authority for additional funding for the lighting project at the Lincoln Park stadium, additional funding to expand the recently approved employee child care facility, and the procurement of a new Fire Department ladder truck.

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

##### **Lincoln Park Stadium Lighting Project:**

At the January 5th, 2022 City Council meeting, staff discussed the fact that the Department of Local Affairs did not fund a grant application for \$600,000 which partially funded the conversion of sports lighting to LED lighting at the Stadium. The new LED lighting is a high priority and has many benefits, including improved lighting for televised events, energy savings, and the ability to instantaneously be turned on and off, which is especially needed for the annual fireworks shows. Council directed staff to bring back a supplemental appropriation to fund the \$600,000 gap created when the grant was not awarded.

The required supplemental appropriation is \$600,000 in the General Fund (Fund 100) from the reserves for transfer to the Sales Tax Capital Fund (Fund 201) for the project.



Note that the total Stadium project, including the lighting portion, was included in the 2021 Amended Budget, and amounts not spent in 2021 will be carried forward in the upcoming supplemental appropriation for capital projects. The amendment to the contract with Shaw Construction for the lighting project is on this agenda for consideration.

Expansion of Employee Child Care Facility:

At the January 19th, 2022 City Council meeting, Council approved the acquisition and renovation of a City employee child care facility. Also at that meeting, the Council inquired about the potential to expand the facility and gave staff direction to evaluate the expansion. The original facility would accommodate 40 child care spots in 3 rooms. The expansion is for an additional two rooms which would provide another 20 child care spots for a total of 60. Staff has determined the expansion could be accomplished with an additional 1800 square feet for \$600,000.

Originally, the first-year subsidy was estimated at \$99,000, which included start-up costs. With the expansion, the subsidy is now estimated at \$129,000, which also includes additional start-up costs. Consistent with how the \$99,000 was absorbed in the original adopted budget, the additional \$30,000 subsidy will also be absorbed, so the only additional spending authority required is for the additional fee revenue that is generated with the two additional rooms.

The annual ongoing subsidy was estimated at \$107,000 for 3 rooms/40 spots and is now estimated at \$148,000 for 5 rooms/60 spots. Because of economies of scale, although the total subsidy increases, the subsidy per child care spot is reduced from \$2,675 to \$2,467.

The required supplemental appropriation for the expansion is \$600,000 in the General Fund (Fund 100) from the reserves for transfer to the Sales Tax Capital Fund (Fund 201). And an additional \$600,000 in the Sales Tax Capital Fund to add to the expansion to the project. The General Fund also requires the supplemental appropriation of the additional operating costs of \$117,000 which is fully offset by an additional \$117,000 in revenues.

Fire Department Ladder Truck:

At the January 19, 2022 City Council meeting, Council approved the purchase of a Ladder Truck with Front Range Fire Apparatus of Frederick, Colorado for \$1,578,563. This unit is a new addition to the fleet and will be assigned to the future Fire Station 7. The build time for this ladder truck is estimated to be 18 months, which has increased since the pandemic and related supply chain impacts. Ordering the ladder truck now, with payment upon delivery, inspection, and acceptance will allow for the ladder truck to be delivered and ready for service when Fire Station 7 construction is completed in 2024 and to avoid future cost increases. It is the City's standard procedure on significant fleet purchases such as this to pay only upon delivery, full inspection and

acceptance, ensuring the specifications of the procurement were met. Specifically, when the unit is delivered to the Department, the authorized agent of the Department shall inspect the delivery to ensure the unit matches specifications detailed in the purchase order and is in acceptable condition.

This action will authorize the spending. The required supplemental appropriation is \$1,578,563 in the First Responder Sales Tax Fund (Fund 107), which has sufficient reserves to appropriate for the purchase of the ladder truck.

*Note:* The second reading and public hearing for supplemental appropriations for the Lincoln Park Multi-Purpose Building with Colorado Mesa University and the Ridges Irrigation Pumphouse Equipment was continued to March 2nd in order to be considered with the associated contracts. See continued public hearings on this agenda.

Attached is a table summarizing supplemental appropriations by Fund and the Supplemental Appropriation Ordinance.

**FISCAL IMPACT:**

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

At adoption of the 2022 Budget, the General Fund Reserve at 12/31/2022 was projected to be \$32.5 million of which \$7.9 million was available above restricted funds and the required minimum reserve. Therefore there is sufficient reserves to fund the \$600,000 for the Stadium lighting project and the \$600,000 for the child care facility expansion.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5053, an ordinance making Supplemental Appropriations and Amending the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 on final passage and order final publication in pamphlet form.

**Attachments**

1. February 16 2022 Supplemental Appropriation Ordinance
2. February 16, 2022 Supplemental Appropriation Summary By Fund

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2022 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2022 to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
General Fund	100	\$ 1,317,000
First Responder Fund	107	\$ 1,578,563
Sales Tax CIP Fund	201	\$ 600,000

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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

**City of Grand Junction**  
**February 16, 2022 Supplemental Appropriation**  
**Summary By Fund**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
General Fund	Stadium Lighting (transfer)	\$ 600,000
General Fund	Child Care Facility Expansion (transfer)	600,000
General Fund	Child Care Facility Operating	117,000
	Total General Fund	<u>\$ 1,317,000</u>
First Responder Fund	Ladder Truck for Fire Station No. 7	\$ 1,578,563
Sales Tax Capital Fund	Child Care Facility Expansion	600,000



## Grand Junction City Council

### Regular Session

Item #6.b.i.

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**Meeting Date:** February 16, 2022  
**Presented By:** Senta Costello, Development Coordinator  
**Department:** Community Development  
**Submitted By:** Senta Costello, Development Coordinator

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### **Information**

#### **SUBJECT:**

An Ordinance Rezoning 2.4 Acres from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac), Located at 639 Pioneer Road

#### **RECOMMENDATION:**

The Planning Commission heard this request at their January 25, 2022 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, the State of Colorado, acting by and through the Department of Human Services of CO, is requesting a rezone of one parcel totaling 2.4 acres located at 639 Pioneer Road from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac). The requested R-5 (Residential 5 du/ac) is consistent with the Comprehensive Plan Land Use Map designation of Residential Low.

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

##### **BACKGROUND**

The property is a rectangular parcel totaling 2.4 acres located at the north end of Pioneer Road northeast of the 29 ½ Road and Patterson Road intersection. The property was annexed in 2008 with the Pinson-Hergistad two-part serial Annexation which was a total of 3.02 acres and zoned R-4 (Residential 4 du/ac).

The property was part of the Grover Acres, a simple subdivision to separate the eastern 2.4-acre lot from the house located on the property, in 2008.

The Applicant is requesting the rezone to facilitate the development of the property for a two building, 6 residents each, group living facility. As the homes will be located on

one property in a campus-style design, they are considered to be a single facility under the Zoning and Development Code and classified as a Large Group Living Facility. Large Group Living Facilities are not allowed in the R-4 (Residential 4 du/ac) zone district but are allowed in the R-5 (Residential 5 du/ac) zone district.

The current R-4 (Residential 4 du/ac) and the proposed R-5 (Residential 5 du/ac) zone district implement the Comprehensive Plan Land Use Map designation of Residential Low.

The Applicant plans on submitting a Site Plan Review for the review of the site development piece of the proposed Group Living Facility in the near future.

### **NOTIFICATION REQUIREMENTS**

Neighborhood meetings regarding the proposed rezone request were held on June 24, 2021 and July 22, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Both meetings were well attended by approximately 30 neighbors. There were a few questions regarding the proposed residents, staffing, and emergency vehicle frequency. The primary questions and concerns were regarding the proposed street connection from Pioneer Road to North Acre Court, which was initially a requirement of the project. After additional discussion with neighbors, the Applicant, City Engineering staff and Community Development, the connection requirement has been removed.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on October 18, 2021. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on December 30, 2021 and again January 11, 2022 to all property owners within 1000 feet and all neighbors who signed in at the neighborhood meeting. The notice of this public hearing was published on January 4, 2022 and on January 18, 2022, in the Grand Junction Daily Sentinel.

### **ANALYSIS**

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

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

The property was annexed under the previously adopted 2010 Comprehensive Plan and its corresponding Future Land Use designation of Residential Medium which was implemented by the R-4, R-5 and R-8 zone districts. In 2020, a new Comprehensive Plan was adopted with new designations. This property is now designated under the new Plan as Residential Low; however, this designation is also implemented by the R-4

and R-5 zone districts. While there have been subsequent events that changed for this property, they did not invalidate the original premise. Therefore, staff finds that this criterion has not been met.

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

Properties in the area have historically and continue to residentially develop in densities that meet both the R-4 and R-5 zone district standards. There has not been a change in character or conditions in the area. Therefore, staff finds this criterion has not been met.

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

The subject property is within the urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the R-5 zone district. The type and scope of land use allowed within the R-5 zone district is similar in character and extent to the existing land use of nearby properties which contain single family residential and civic uses in the immediate vicinity and retail and service uses within 1/2 to 1 mile to the south along the Patterson Road corridor.

The site is currently served by Ute Water, City of Grand Junction sanitary sewer, storm water facilities, Xcel Energy natural gas service and Grand Valley Power electrical service. There is a GVT bus route along Patterson Road. Based on these considerations, staff finds that this criterion has been met.

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

The surrounding neighborhood is largely zoned R-5, the corresponding County zones of RSF-4 and RSF 5, or PD (Planned Development) with densities that correspond to those of a R-5 development. The proposed R-5 (Residential 5 du/ac) fits in with the surrounding neighborhoods regarding densities; however, it also demonstrates there is not an inadequate supply of suitably designated land within the community. Therefore, staff finds that this criterion has not been met.

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

The Department of Human Services of CO currently owns and operates the Grand Junction Regional Center, located at 2800 Riverside Parkway, which is a home for residents with intellectual and development disabilities. The Grand Junction Regional Center is looking at downsizing and/or ultimately no longer housing residents. The proposed homes would provide housing for 12 residents, allowing them to remain in



Grand Junction near their families and care givers. Without new homes being constructed locally, the residents would be moved to other cities with facilities that can provide the care needed. The community derives a benefit by keeping these residents and their families near care and support services. Based on these considerations, staff finds that this criterion has been met.

Changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-5 (Residential – 5 du/ac) implements the following Plan principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Intensification and Tiered Growth Plan (Chapter 3). Subject property is located within Tier 2 (Suburban Infill) – Description: Areas within the existing Urban Development Boundary and 201 that are urbanizing or proximate to areas that are urbanizing. This Tier also includes areas that were mostly developed in unincorporated Mesa County and infrequently improved with urban infrastructure such as curbs, gutters, sidewalks, and parks. Annexation is appropriate for new development and redevelopment in Tier 2 areas, though annexation for existing subdivisions and/or neighborhoods is not generally desirable.

Policy: In Tier 2, the City should promote the annexation of those parcels which are surrounded by, or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services. Tier 2 includes the western portions of Redlands on the City's west side, as well as Pear Park and Orchard Mesa.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation; and as a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The R-5 (Residential 5 du/ac) zone district requested for the property is an implementing zone district of the Residential Low Future Land Use designation for this property.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing The Department of Human Services of CO Rezone request, RZN-2021-

733, for the property located at 639 Pioneer Road, the following findings of fact have been made:

1. The request conforms with the 2020 Comprehensive Plan and Section 21.02.140(a) of the Zoning and Development Code.

Therefore, the Planning Commission recommends approval of the request

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5054, an ordinance rezoning from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac) zone district the property located at 639 Pioneer Road, Grand Junction, CO on final passage and order final publication in pamphlet form.

**Attachments**

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Maps
3. Exhibit 3 - Public Comment from Neighborhood Meetings
4. Exhibit 4 - Previous Approvals-Ordinances
5. Exhibit 5 - Draft Zoning Ordinance



# Development Application

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

Petition For: Annexation/Zone of Annexation

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

Existing Land Use Designation: Exempt Existing Zoning: R-4

Proposed Land Use Designation: Residential Proposed Zoning: R-5

### Property Information

Site Location: 639 Pioneer Rd, Grand Junction, CO 81504 Site Acreage: 2.40 Acres

Site Tax No(s): Parcel Number: 2943-054-94-002 Site Zoning: R-4

Project Description: Project is for construction of a pair of new 4,000sf homes with (6) bedrooms each. This project is new construction on a previously undeveloped site.

### Property Owner Information

Name: Colorado - Dept of Personnel & Administration

Street Address: 1525 Sherman St.

City/State/Zip: Denver, CO 80203

Business Phone #: 303-866-6537

E-Mail: tobin.follenweider@state.co.us

Fax #: 303-866-5563

Contact Person: Tobin Follenweider

Contact Phone #: 720-255-6705

### Applicant Information

Name: Chamberlin Architects

Street Address: 437 Main Street

City/State/Zip: Grand Junction

Business Phone #: 970-242-6804

E-Mail: etscherter@chamberlinarchitects.com

Fax #: 970-422-7422

Contact Person: Eric Tscherter

Contact Phone #: 970-242-6804

### Representative Information

Name: Planning & Technical Services / Division of Facilities Management

Street Address: 4112 South Knox Court

City/State/Zip: Denver, CO 80236

Business Phone #: 303-866-7294

E-Mail: curtis.marwitz@state.co.us

Fax #: 303-866-7299

Contact Person: Curtis Marwitz

Contact Phone #: 303-866-7294

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

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

Signature of Person Completing the Application:  Date: 7/12/21

Signature of Legal Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_



## **GENERAL PROJECT REPORT**

### **Grand Junction Regional Center Homes**

September 29, 2021

Senta Costello, Associate Planner  
City of Grand Junction Planning Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear Senta,

We are pleased to submit the attached information for your review and consideration for the above referenced project. Chamberlin Architects has been engaged by the Colorado Department of Human Services to help them with the design and construction of two homes for intellectual and developmentally disabled adults.

Please accept the following as our General Project Report:

A. Project Description:

1. Location: 639 Pioneer Road, Grand Junction, CO 81504
2. Acreage: 2.40 Acres.
3. Proposed Use: Residential to house and rehabilitate individuals under the direct care of the State with intellectual/developmental disabilities. These homes will not accept people with violent or sexual inappropriate behavior per CDHS placement regulations.
4. Project Scope: Two new 6-bed houses. In addition to bedrooms, the homes will have a full bath,  $\frac{3}{4}$  bath,  $\frac{1}{2}$  bath, Living Room, Kitchen, Dining room, Den, Meds Room, Staff Office, Laundry, and a Mechanical Room. A small storage shed will be located between the homes. Site improvements include landscaping (trees, shrubs, xero-scaping) as well as asphalt parking and concrete walks. Privacy fencing will be provided at the property lines between the new and existing homes.
5. Building Height: 25'

· A P R O F E S S I O N A L C O R P O R A T I O N ·

437 MAIN STREET  
GRAND JUNCTION, COLORADO 81501-2511  
TELEPHONE (970) 242-6804  
FAX (970) 245-4303  
WEBPAGE [www.chamberlinarchitects.com](http://www.chamberlinarchitects.com)

6. Building Area, gross	
Home A:	3,905 gsf
Home B:	3,905 gsf
Shed:	<u>215 gsf</u>
Total	8,025 gsf

B. Public Benefit:

The Reginal Center Homes provide housing for developmentally disabled individuals in the community. These homes will be a place for these individuals to live as part of a neighborhood community environment (not an institutional environment). Residents in these homes will be provided proper care and support as they endeavor to re-enter society on their own terms.

C. Neighborhood Meeting: Two meetings were completed (6/23/2021 and 7/22/2021). The 7/22/21 meeting provided the required notification to residents within 1,000ft of the planned development as required for a group living facility. All notes, attendees and comments received at two meetings conducted will be provided to planning. No further meetings are required to our knowledge. The public can attend the planning commission and city council meetings for this project.

D. Project Compliance, Compatibility, and Impact:

1. Adopted Plans and/or policies  
Residential development on previously undeveloped site.
2. Land Use in the Surrounding Area:  
Residential single-family homes with R-4 and R-5 zoning within the City of Grand Junction. The immediately adjacent Mesa County zoning is RSF-4 and RMF-5 which are comparable zoning densities to the City of GJ R-4 and R-5.
3. Site Access and Traffic Patterns:  
Per City Planning direction, a connection is planned between Northacre Court and Pioneer Road. Two entry drives into the property off of this new connection will provide access to parking and the homes. The two drives are for safety and will allow the vans used for transporting the residents to avoid going in reverse on the property.
4. Availability of Utilities:  
Utilities are immediately available in the adjacent streets for all the primary utilities electric, gas, water, sanitary and storm.
5. Special Demands on Utilities:

The City development engineer has expressed concerns over the storm water conveyance that currently flows through the property in a large underground pipe. This drainage pipe allows flow from the new neighborhoods continuing to be developed to the northwest of this property. This project has limited impervious surface increase and at the proposed layout would have less impact than that allowed by its R-4 or requested R-5 zoning.

6. Effects on Public Facilities:

The addition of these Reginal Center Homes to the neighborhood will be comparable to the addition of typical residential homes. The connection between Northacre Court and Pioneer Road will allow additional neighborhood circulation for police, fire vehicles and emergency vehicles as required by the development engineer. A traffic study has been requested by the City Of Grand Junction and is currently in process to evaluate traffic capacity on the streets connected by this proposed development. The residents do not drive so transportation of residents will be by staff using vans.

7. Parking: Per GJMC 21.06.050 the parking required for group living is 1 per 4 beds plus 1 per each 3 employees. Therefore:

$$\begin{array}{rcl} 12 \text{ beds} / 4 & = & 3 \\ 12 \text{ employees} / 3 & = & 4 \\ \text{Total} & = & 7 \text{ (20 provided)} \end{array}$$

8. Hours of Operation: Residents will be full time and semi-permanent in nature.

9. Number of Employees: Per CDHS, there are three staff members on each shift per home, with two shifts per day.

10. Signage Plans: No signing of the property except for required traffic signage and home numbering are anticipated.

11. Site Soils and Geology:  
See Attached Soils Report.

12. Impact of Project on Site Geology and Geological Hazards: none expected.

E. Zoning and Development Code:

We are requesting a rezone of the property from R-4 to R-5 to allow the two group homes to be on the same property allowing the 12 residents under the R-5 zoning. The R-4 zoning only allows a small group living facility with a maximum occupancy of 5 to 9 residents. The R-5 zoning allows a large group living facility with 10 to 16 residents which accommodates the planned 12 residents.

The surrounding neighborhood that is within the City of Grand Junction zoning is R-4 and R-5. The balance of the adjacent neighborhood is in Mesa County which has RSF-4 and RMF-5 zoning which are comparable zoning densities to the City of Grand Junction R-4 and R-5 zones.

The group living facility will be registered as required per code annually.

We therefore hold that the planned development and rezone requested is in conformity with the current neighborhood's use and zoning. Also it is of lesser impact to traffic than the maximum density allowed under the current R-4 zoning which is 4 units/acre x 2.4 acres = 9 units.

F. Development Schedule and Phasing

Construction is planned to begin in the Winter/Spring of 2022 and is expected to take approximately 7 months. This is dependent upon receipt of the required planning approvals.

Let me know if you have any questions concerning the above information.

Sincerely,



Eric Tscherter, AIA, LEED AP

Cc: Curtis Marwitz, Architect II / Division of Facilities Management

Attachments:

Development Application GJRC Homes  
Statement of Ownership w/Deed  
Improvement Survey w/Legal Description







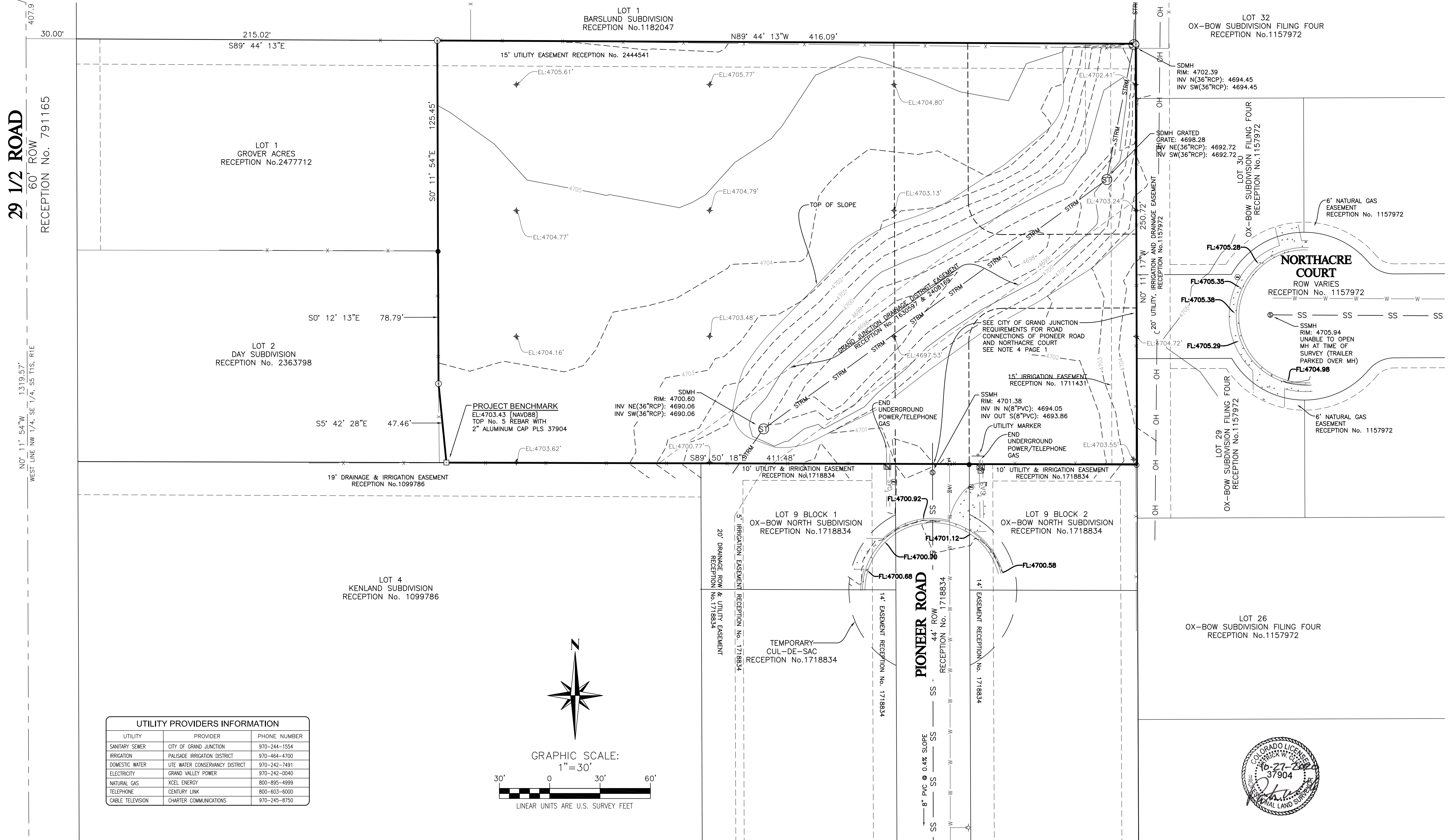
# ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NW¼ SE¼ SECTION 5  
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

FOUND  
CENTER QUARTER CORNER  
SECTION 5, T1S, R1E, UTE  
2.5" BRASS CAP, ILLEGIBLE  
0.4' BELOW GRADE IN BOX

FOUND  
EAST 1/16 CORNER  
SECTION 5, T1S, R1E, UTE  
3.25" ALUMINUM CAP, MCSM 1654  
0.3' BELOW GRADE IN BOX

NORTH LINE NW 1/4, SE 1/4, S5 T1S, R1E  
589' 44' 02"E 1322.48'  
BASIS OF BEARING

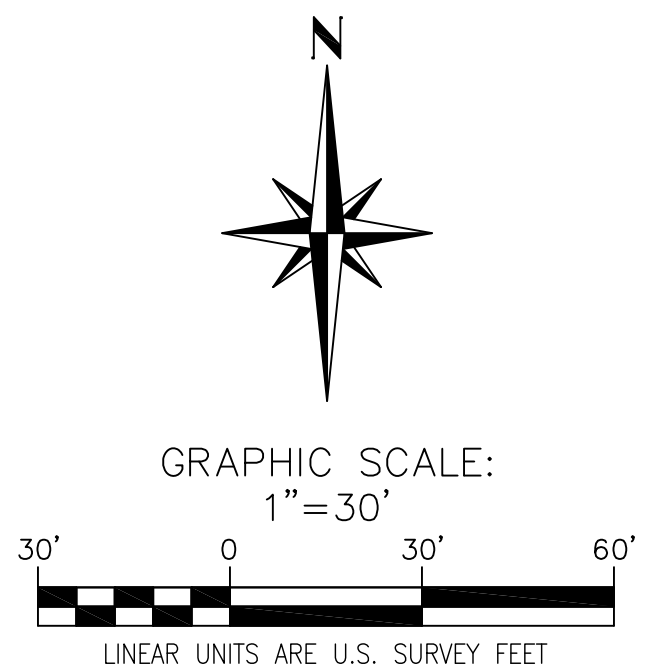


29 1/2 ROAD  
60' ROW  
RECEPTION No. 791165

WEST LINE NW 1/4, SE 1/4, S5 T1S, R1E  
1319.57'

SOUTH LINE NW 1/4, SE 1/4, S5 T1S, R1E  
589' 51' 42"E 1321.90'

UTILITY PROVIDERS INFORMATION		
UTILITY	PROVIDER	PHONE NUMBER
SANITARY SEWER	CITY OF GRAND JUNCTION	970-244-1554
IRRIGATION	PALMSIDE IRRIGATION DISTRICT	970-464-4700
DOMESTIC WATER	UTE WATER CONSERVANCY DISTRICT	970-242-7491
ELECTRICITY	GRAND VALLEY POWER	970-242-0040
NATURAL GAS	XCEL ENERGY	800-895-4999
TELEPHONE	CENTURY LINK	800-603-6000
CABLE TELEVISION	CHARTER COMMUNICATIONS	970-245-8750



- LEGEND:**
- FOUND SURVEY MARKER AS DESCRIBED
  - FOUND No. 5 REBAR WITH RED PLASTIC CAP LS 24943
  - FOUND No. 5 REBAR WITH 2" ALUMINUM CAP FROM ROLLAND ENGINEERING
  - FOUND No. 5 REBAR WITH NO CAP
  - SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
  - EXISTING SIGN
  - EXISTING UTILITY PEDESTAL
  - EXISTING SANITARY SEWER MANHOLE

- EXISTING STORM MANHOLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING STORM LINE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING CONCRETE



**ALTA / NSPS LAND TITLE SURVEY**  
SITUATED IN THE NW¼ SE¼ SECTION 5  
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2020136 FIELD WORK: SL  
DATE: 10/27/20 DRAWING NAME: 639 PIONEER RD. DRAWN BY: OM

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S.  
3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE/FAX (970)434-7038

OWNERSHIP STATEMENT – GOVERNMENT ENTITY

(a) STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PERSONNEL AND ADMINISTRATION FOR THE USE AND BENEFIT OF THE DEPARTMENT OF HUMAN SERVICES ("Entity") is the owner of the following property:

(b) LOT 2 GROVER ACRES SEC 5 1S 1E - 2.40AC, known as No. 639 Pioneer Road, Grand Junction, CO 81504

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Deputy Executive Director of Department of Personnel & Administration for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

- My legal authority to bind the Entity both financially and concerning this property is unlimited.
- My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

\_\_\_\_\_

- The Entity is the sole owner of the property.
- The entity owns the property with other(s). The other owners of the property are:

\_\_\_\_\_

On behalf of Entity, I have reviewed the application for the (d) Rezoning of property from R-4 to R-5 I have the following knowledge or evidence of a possible boundary conflict affecting the property: (e) N/A

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: [Handwritten Signature]

Printed name of person signing: Tobin Folkenweider

State of Colorado )

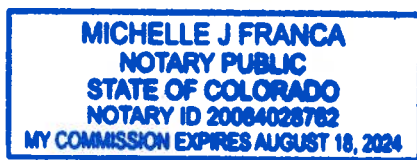
County of Denver ss.

Subscribed and sworn to before me, in my presence, this 9th day of June, 20 21, a Notary Public in and for the State of Colorado.

[Handwritten Signature]

Notary Public

My Notary Commission expires on 08/18/2024.





# ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NW¼ SE¼ SECTION 5  
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

## TABLE A

### OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
  - As shown
- Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
  - To Be Determined
- Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only. The Property described on this Survey does not lie within a Special Flood Hazard Area ("SFHA") as defined by the Federal Emergency Management Agency; the Property lies within Zone(s) X of the Flood Insurance Rate Map identified as Community Panel No 08077C Panel 0802 Suffix G, bearing an effective date of October 16, 2012.
- Gross land area.
  - 2.40 Acres / 104,359 square feet
- Vertical relief with the source of information (e.g. ground survey, aerial map), contour interval, datum, and originating benchmark identified.
- Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
  - shown hereon
- Location of utilities existing on or serving the surveyed property as determined by:
  - shown hereon
  - observed evidence collected pursuant to Section 5.E.iv.
  - evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and
  - markings requested by the surveyor pursuant to an 811 utility locate or similar request

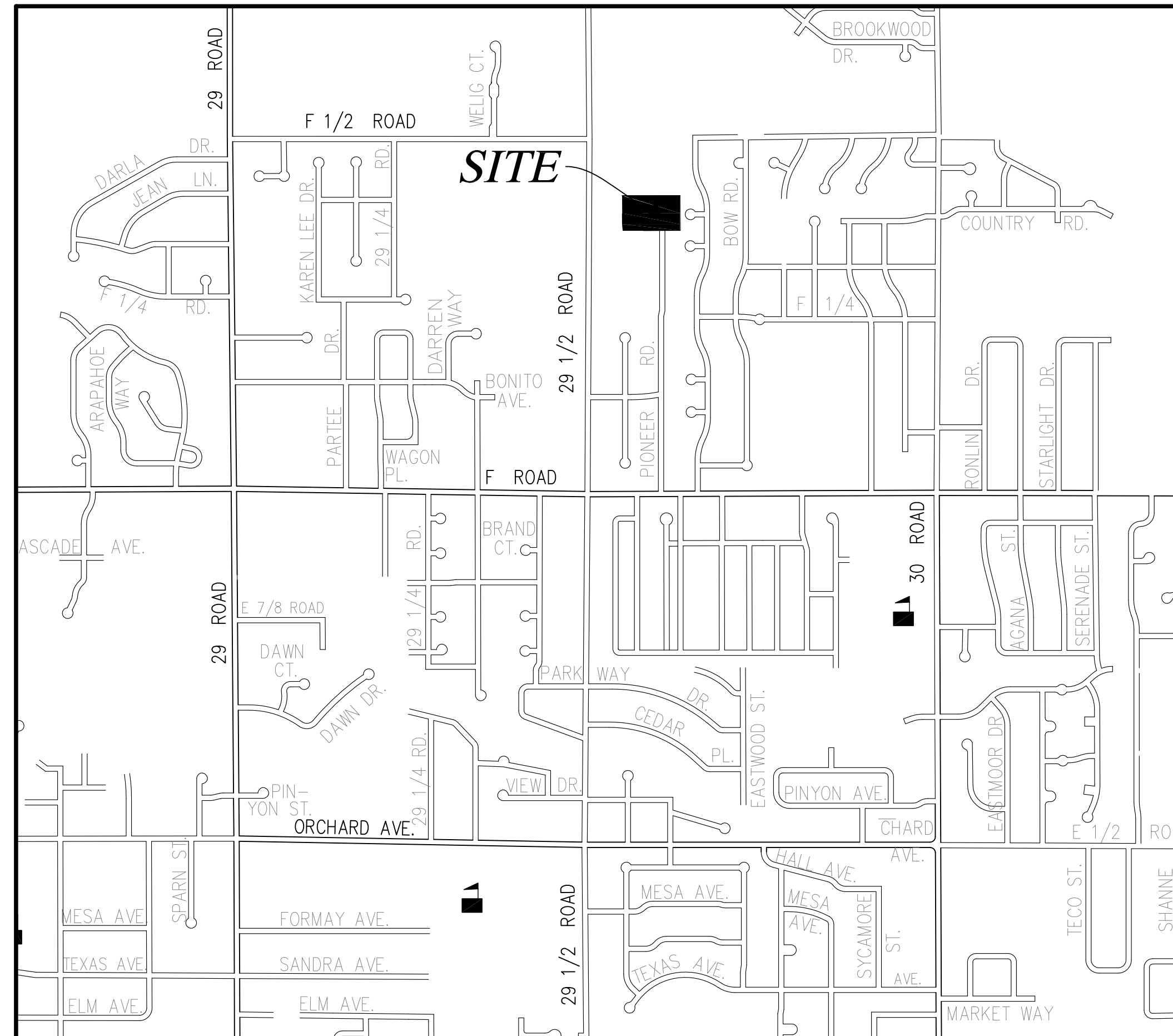
Representative examples of such utilities include, but are not limited to:

  - Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
  - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
  - Utility company installations on the surveyed property.

Note to the client, insurer, and lender — With regard to Table A, item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
- Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
- Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
  - none observed
- Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
  - none observed
- Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).
  - shown hereon

## GENERAL NOTES

- BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 5 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, THE BEARING USED S89°44'02"E IS BASED ON GPS OBSERVATIONS WHILE USING THE MESA COUNTY SURVEY INFORMATION MANAGEMENT SYSTEM.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT, IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY MEETS ALL REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. §§38-51-102(12) & 106 AND AN IMPROVEMENT SURVEY PLAT AS SET FORTH IN §§38-51-102(9).
- PROPERTY SURVEYED HEREON IS SUBJECT TO CITY ZONING AND DEVELOPMENT CODE REQUIREMENTS OF STREET CONNECTIVITY WITH PIONEER ROAD AND NORTHCREEK COURT, WHICH WILL AFFECT BUILDING ENVELOPE(S) AND OF FURTHER SUBDIVISION.



### Legal Description of Surveyed Property:

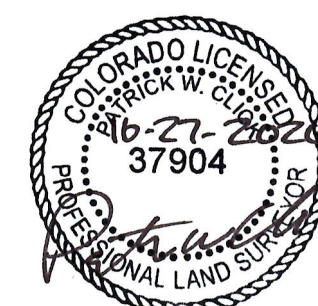
LOT 2 OF GROVER ACRES, A REPLAT OF LOT 1 OF DAY SUBDIVISION,  
COUNTY OF MESA,  
STATE OF COLORADO.

To The State of Colorado for the Benefit of the Colorado Department of Human Services, and Land Title Guarantee Company,

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, Jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 8, 11, 13, 16, 17 and 19. of Table A thereof.

Field work completed: October 14, 2020.

Patrick W. Click  
Colorado PLS 37904



LAND TITLE GUARANTEE COMPANY  
ORDER NUMBER: GJR65044656  
DATE: OCTOBER 15, 2020

SCHEDULE B, PART II  
Exceptions

- Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
  - none shown hereon
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  - none shown hereon
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  - none shown hereon
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - not a survey matter
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires record for value the estate or interest or mortgage thereon covered by this Commitment.
  - not a survey matter
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
  - not a survey matter
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
  - not a survey matter
- THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO INTERSECT SAID PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 14, 1891 IN BOOK 11 AT PAGE 90 UNDER RECEPTION NO. 11493.
  - not a survey matter
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT, GRANTED TO THE GRAND VALLEY DRAINAGE DISTRICT, RECORDED MARCH 12, 1918 IN BOOK 220 AT PAGE 256 UNDER RECEPTION NO. 143262. EASEMENT ABANDONMENT AGREEMENT PERTAINING TO SAID EASEMENT WAS RECORDED OCTOBER 18, 2007 IN BOOK 4537 AT PAGE 799 UNDER RECEPTION NO. 2408169.
  - not shown hereon
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RIGHT OF WAY EASEMENT, GRANTED TO GRAND VALLEY RURAL POWER LINES, INC., A COLORADO CORPORATION, RECORDED NOVEMBER 15, 1937 IN BOOK 369 AT PAGE 140 UNDER RECEPTION NO. 329557.
  - not shown hereon
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BARSLUND SUBDIVISION RECORDED JANUARY 23, 1979 AT RECEPTION NO. 1182074.
  - shown hereon
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS AND LIMITATIONS OF POWER OF ATTORNEY DESIGNATING T.M. FORD, MESA COUNTY ADMINISTRATOR, OR HIS SUCCESSOR IN INTEREST, AS ATTORNEY IN FACT, RECORDED JANUARY 23, 1979 IN BOOK 1184 AT PAGE 97 UNDER RECEPTION NO. 1182076.
  - not a survey matter
- TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT AND AGREEMENT, WITH THE GRAND JUNCTION DRAINAGE DISTRICT, RECORDED OCTOBER 07, 1987 IN BOOK 1665 AT PAGE 314 UNDER RECEPTION NO. 1468394; AND EASEMENT ABANDONMENT AGREEMENT RECORDED OCTOBER 2, 2007 IN BOOK 4526 AT PAGE 746 UNDER RECEPTION NO. 2405126. NOTE: AFFIDAVIT OF CORRECTION PERTAINING TO SAID EASEMENT ABANDONMENT AGREEMENT WAS RECORDED OCTOBER 18, 2007 IN BOOK 4537 AT PAGE 801 UNDER RECEPTION NO. 2408170.
  - not shown hereon
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND AGREEMENT RECORDED FEBRUARY 26, 1993 IN BOOK 1958 AT PAGE 182 UNDER RECEPTION NO. 1830597; AND EASEMENT ABANDONMENT AGREEMENT RECORDED OCTOBER 2, 2007 IN BOOK 4526 AT PAGE 746 UNDER RECEPTION NO. 2405126.
  - not shown hereon
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NON-EXCLUSIVE IRRIGATION EASEMENT AGREEMENT RECORDED MARCH 13, 1995 IN BOOK 2132 AT PAGE 800 UNDER RECEPTION NO. 1711431.
  - shown hereon
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DAY SUBDIVISION, RECORDED FEBRUARY 12, 2007 AT RECEPTION NO. 2363798.
  - shown hereon
- EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF GROVER ACRES RECORDED JUNE 16, 2008 UNDER RECEPTION NO. 2444541.
  - shown hereon

<b>ALTA / NSPS LAND TITLE SURVEY</b>		
SITUATED IN THE NW¼ SE¼ SECTION 5 TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN COUNTY OF MESA, STATE OF COLORADO		
JOB #: 2020136	FIELD WORK: SL	
DATE: 10/27/20	DRAWING NAME: 639 PIONEER RD.	DRAWN BY: OM
<b>POLARIS SURVEYING</b>		
PATRICK W. CLICK P.L.S.		
3194 MESA AVE. #B GRAND JUNCTION, CO 81504 PHONE/FAX (970)434-7038		

## City of Grand Junction Application Review Comments

**Date:** November 15, 2021      **Comment Round No.** 1  
**Project Name:** GJ Regional Center Group Home Rezone      **File No:** RZN-2021-733  
**Project Location:** 639 Pioneer Rd

**Check appropriate box(es)**

**Property Owner(s):** State of Colorado - Dept of Human Services - Curtis Marwitz

**Mailing Address:** 4112 S Knox Ct, Denver CO 80236

**Email:** [curtis.marwitz@state.co.us](mailto:curtis.marwitz@state.co.us)      **Telephone:** 303-866-7294

**Applicant(s):** Same as owner

**Representative(s):** Chamberlin Architects – Eric Tschertter / Scott Hagen

**Mailing Address:** 437 Main St, Grand Junction CO 81501

**Email:** [etscherter@chamberlainarchitects.com](mailto:etscherter@chamberlainarchitects.com) / [shagen@chamberlinarchitects.com](mailto:shagen@chamberlinarchitects.com)      **Telephone:** 970-242-6804

**Project Manager:** Senta Costello      **Email:** [sentac@gjcity.org](mailto:sentac@gjcity.org)      **Telephone:** 970-244-1442

**Development Engineer:** Rick Dorris      **Email:** [rickdo@gjcity.org](mailto:rickdo@gjcity.org)      **Telephone:** 970-256-4034

## City of Grand Junction REQUIREMENTS (with appropriate Code citations)

**PLANNING**

Requirements: Please provide a legal description for the property proposed to be rezoned.

**Applicant's Response:** LOT 2 OF GROVER ACRES, A REPLAT OF LOT 1 OF DAY SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO

**Document Reference:** ALTA Commitment dated 10/12/20, American Land Title Association

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

**Date due:** February 13, 2022

**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**





State Documentary Fee  
Date: December 02, 2020  
\$13.00

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


Grantor(s), **LHANA M. JORDAN AND BRIAN MICHAEL JORDAN**, whose street address is , City or Town of , County of and State of **None**, for the consideration of **(\$130,000.00) \*\*\*One Hundred Thirty Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PERSONNEL AND ADMINISTRATION FOR THE USE AND BENEFIT OF THE DEPARTMENT OF HUMAN SERVICES**, whose street address is **1525 SHERMAN STREET, Denver, CO 80203**, City or Town of **Denver**, County of **Denver** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

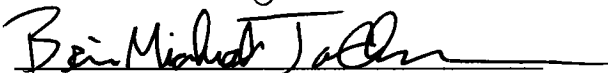
**LOT 2 OF GROVER ACRES, A REPLAT OF LOT 1 OF DAY SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **639 PIONEER RD, GRAND JUNCTION, CO 81504**

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

Signed this day of **December 02, 2020**.

  
\_\_\_\_\_  
**LHANA M. JORDAN**

  
\_\_\_\_\_  
**BRIAN MICHAEL JORDAN**

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

The foregoing instrument was acknowledged before me on this day of **December 2nd, 2020** by **LHANA M. JORDAN AND BRIAN MICHAEL JORDAN**

Witness my hand and official seal

My Commission expires: 9.3.23   
Notary Public

**TARA ROBERTS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20154035070  
My Commission Expires September 3, 2023  
County of Mesa

When recorded return to: **STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PERSONNEL AND ADMINISTRATION FOR THE USE AND BENEFIT OF THE DEPARTMENT OF HUMAN SERVICES**  
**1525 SHERMAN STREET, Denver, CO 80203**



# ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NW¼ SE¼ SECTION 5  
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

FOUND CENTER QUARTER CORNER SECTION 5, T1S, R1E, UTE 2.5" BRASS CAP, ILLEGIBLE 0.4' BELOW GRADE IN BOX

FOUND EAST 1/16 CORNER SECTION 5, T1S, R1E, UTE 3.25" ALUMINUM CAP, MCSM 1654 0.3' BELOW GRADE IN BOX

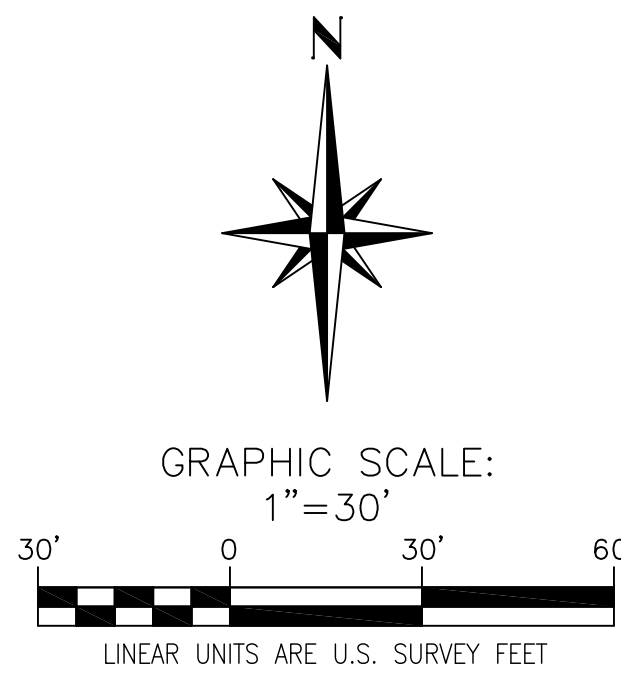
NORTH LINE NW 1/4, SE 1/4, S5 T1S, R1E S89° 44' 02"E 1322.48' BASIS OF BEARING

29 1/2 ROAD  
60' ROW  
RECEPTION No. 791165

WEST LINE NW 1/4, SE 1/4, S5 T1S, R1E  
N0° 11' 54"W 1319.57'

SOUTH LINE NW 1/4, SE 1/4, S5 T1S, R1E S89° 51' 42"E 1321.90'

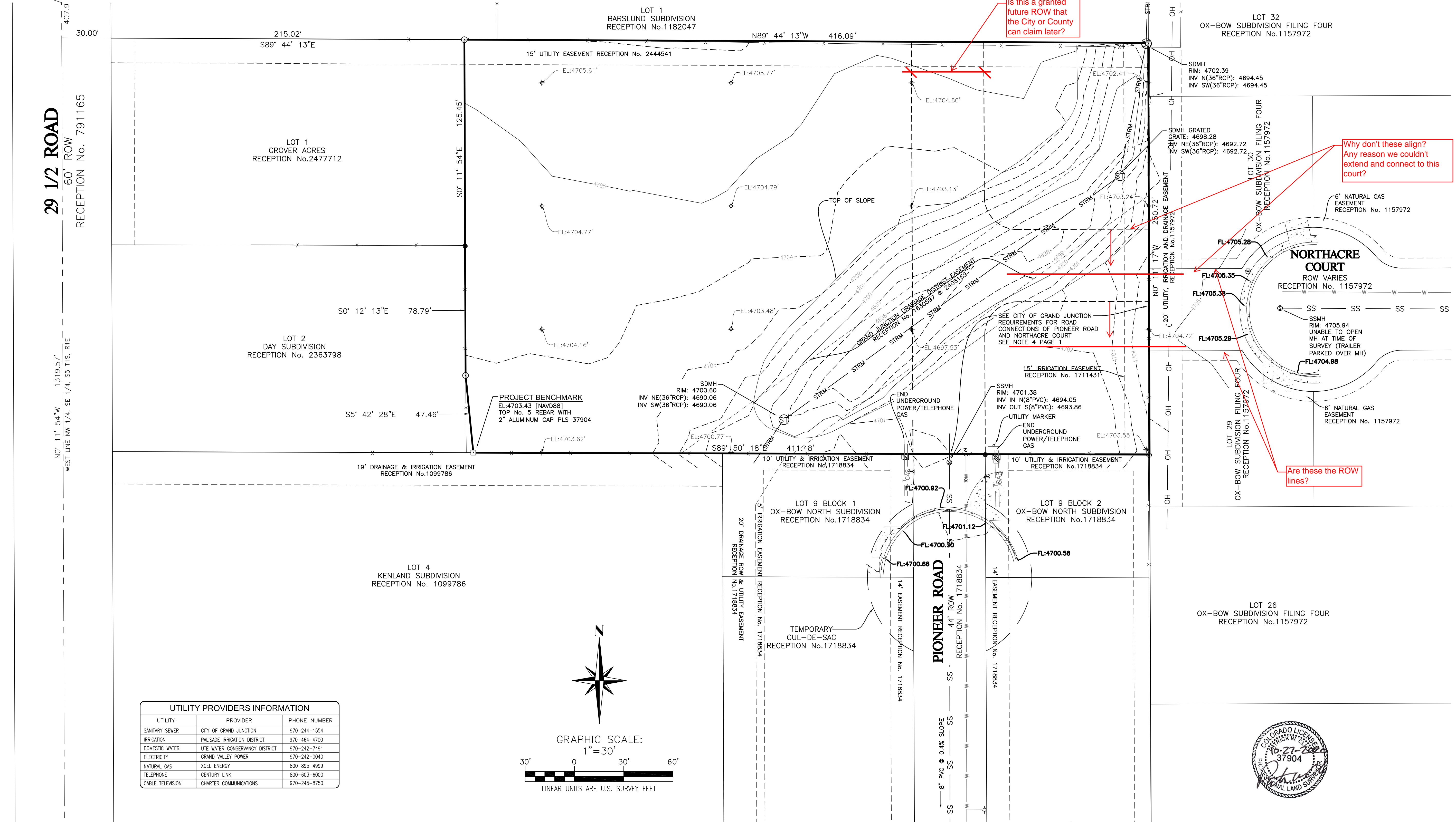
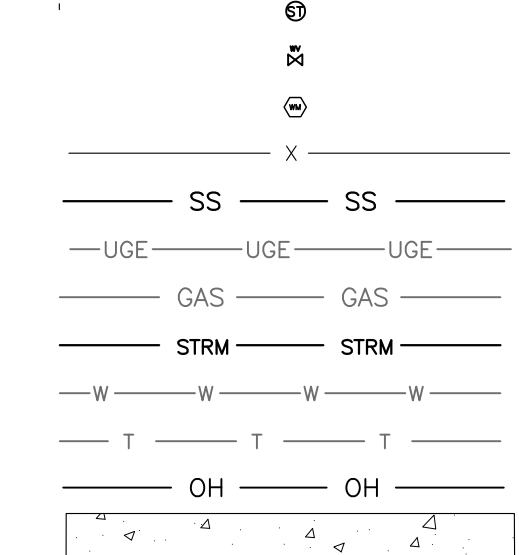
UTILITY PROVIDERS INFORMATION		
UTILITY	PROVIDER	PHONE NUMBER
SANITARY SEWER	CITY OF GRAND JUNCTION	970-244-1554
IRRIGATION	PALMSIDE IRRIGATION DISTRICT	970-464-4700
DOMESTIC WATER	UTE WATER CONSERVANCY DISTRICT	970-242-7491
ELECTRICITY	GRAND VALLEY POWER	970-242-0040
NATURAL GAS	XCEL ENERGY	800-895-4999
TELEPHONE	CENTURY LINK	800-603-6000
CABLE TELEVISION	CHARTER COMMUNICATIONS	970-245-8750



### LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND No. 5 REBAR WITH RED PLASTIC CAP LS 24943
- FOUND No. 5 REBAR WITH 2" ALUMINUM CAP FROM ROLLAND ENGINEERING
- FOUND No. 5 REBAR WITH NO CAP
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING SANITARY SEWER MANHOLE

- EXISTING STORM MANHOLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING STORM LINE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING CONCRETE



Is this a granted future ROW that the City or County can claim later?

Why don't these align? Any reason we couldn't extend and connect to this court?

Are these the ROW lines?



**ALTA / NSPS LAND TITLE SURVEY**  
SITUATED IN THE NW¼ SE¼ SECTION 5  
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2020136 FIELD WORK: SL  
DATE: 10/27/20 DRAWING NAME: 639 PIONEER RD. DRAWN BY: OM

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S.  
3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE/FAX (970)434-7038



# AERIAL / LOCATION MAP



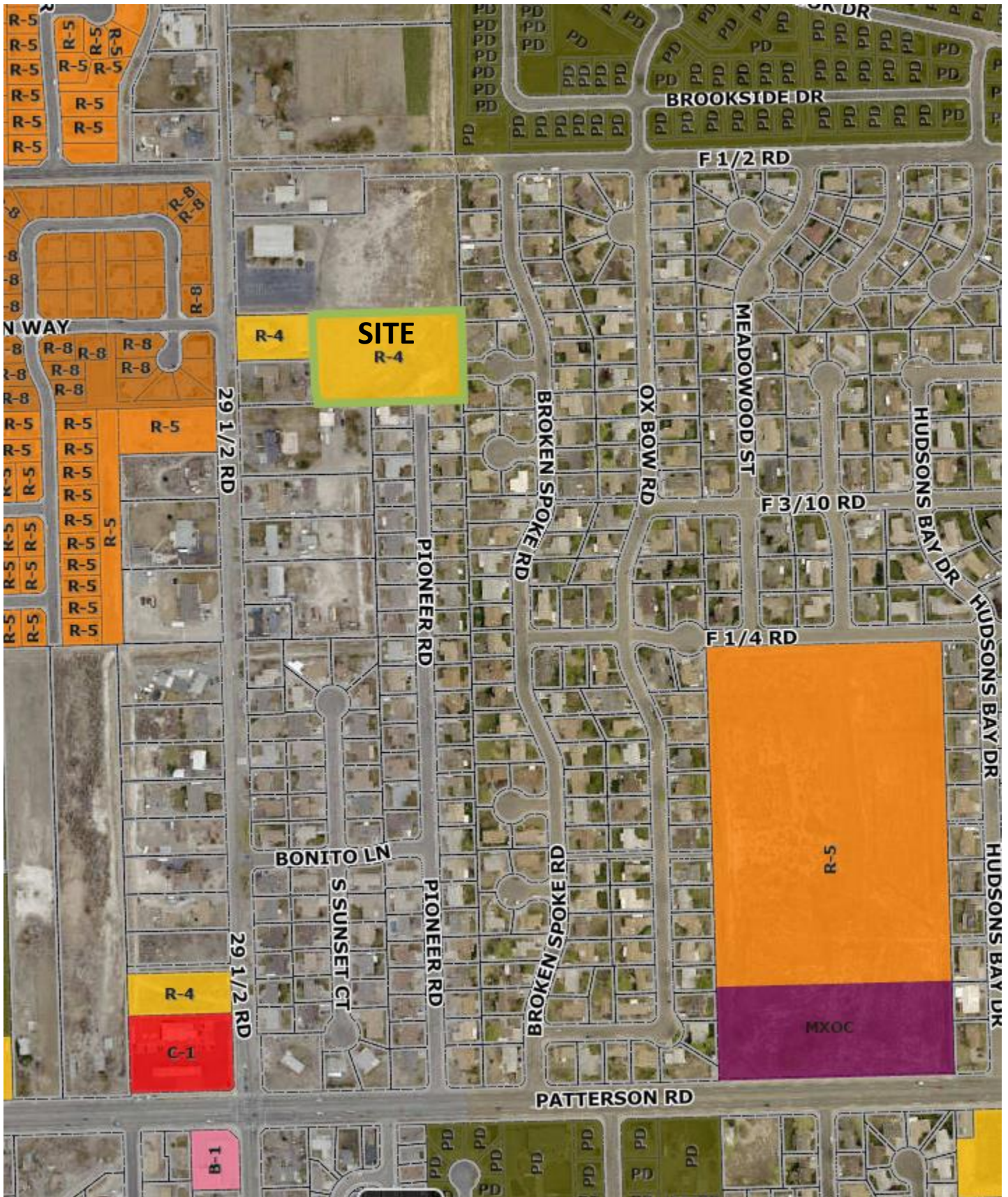


# FUTURE LAND USE MAP





# ZONING MAP





# STREET VIEW



## Senta Costello

---

**From:** Senta Costello  
**Sent:** Monday, June 28, 2021 6:08 PM  
**To:** Bernie and Mary Anne Pacini  
**Cc:** Curtis.marwitz@state.co.us; etscherter@chanberlinarchitects.com  
**Subject:** RE: 639 Pioneer Road Project

Good evening, Mr. Pacini

I'm copying the applicant and their representative so they may also address any of the questions as appropriate.

The Zoning and Development Code requires a mailing list be generated by the Community Development Department using the Mesa County Assessor's property owner information, using a radius of 500 feet from the property line of the subject property for all property owners and 1000 feet for all registered Home Owner's Associations for projects requesting a rezone. This is the list that was prepared and used for mailing the invitations for the meeting held last week. The Applicant intended that meeting to cover both the rezone and group living facility, which is allowed by Code. However, the Code also requires the mailing/neighborhood meeting list for a group living facility to use a 1000-foot radius for all property owners. Our staff member who was preparing the list was unaware that the list was also for a group living facility and so did not prepare the larger list. The error was discovered this morning. A new mailing list has been created using the 1000-foot radius for all property owners. The Applicant and their Representative will be hosting another meeting in the next couple of weeks using this list for mailing the invitations, so all neighbors are notified and have the opportunity to attend and/or comment.

As for access, the City Engineering office may consider other alternatives for access if any were presented; however, at this point the only legal access available is via Pioneer Rd and Northacre Ct. That said, I have reviewed several group living facilities of this size and type of residents, including the one north of this site on 29 ½ Rd; typically they generate similar traffic as a single family home. The residents don't drive so the vehicles that come and go are staff, the occasional visitor and Emergency Services which in most cases don't use lights/sirens when coming to the properties unless it is truly warranted like they would if coming to your house or mine. Should the property be developed as is under the current zone, it could potentially have up to 9 homes which would generate much more traffic.

Please don't hesitate to email or call with additional questions, comments and/or concerns or if you'd like to further discuss.

Respectfully,

Senta

*Senta Costello*  
*Associate Planner*  
*City of Grand Junction*  
*Community Development*  
*970-244-1442*  
[sentac@gjcity.org](mailto:sentac@gjcity.org)

-----Original Message-----

From: Bernie and Mary Anne Pacini <brpacini@gmail.com>  
Sent: Saturday, June 26, 2021 12:48 PM  
To: Senta Costello <sentac@gjcity.org>

Cc: Curtis.marwitz@state.co.us; etscherter@chanberlinarchitects.com

Subject: 639 Pioneer Road Project

\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\*

Dear Mr. Costello,

I was unable to attend the meeting regarding the 639 Pioneer Road Project. It concerns me that notification was given only to the immediately adjacent properties and included no details as to use of this property. This did create trust issues with the rest of the neighborhood. It is my understanding this project is designed to house residents of the now closing State Home. My concern is the increased traffic this project will bring to a cul-de-sac. Is it at all feasible to develop alternate access to this site other than up a dead end street? 291/2 Road is already a through street. Indeed, there is already a similar facility further north on 291/2 Road. The increased housing developments off 291/2 road will require further traffic control measures in the near future. Can you combine objectives to solve two problems? I have lived in this neighborhood for 40 years and would hate to see Pioneer Road developed into a high volume street.

Sincerely,

Bernard R. Pacini, M.D.

## Senta Costello

---

**To:** Therese Paquette; curtis.marwitz@state.co.us; Eric Tscherter  
**Cc:** Rick Dorris  
**Subject:** RE: 639 Pioneer Road Proposed project  
**Attachments:** 639 Pioneer Project.doc

Good morning, Kevin and Therese

I've responded to the Planning related questions directly in your letter in blue. Some of the items I've left for responses by the Applicant and/or their Representative as they are project specific. There are also some of the access questions that I am referring to our Development Engineer, who is out of the office until next week.

*Senta Costello*  
*Associate Planner*  
*City of Grand Junction*  
*Community Development*  
970-244-1442  
[sentac@gjcity.org](mailto:sentac@gjcity.org)

---

**From:** Therese Paquette <theresepaq@yahoo.com>  
**Sent:** Tuesday, June 29, 2021 6:44 PM  
**To:** Senta Costello <sentac@gjcity.org>; curtis.marwitz@state.co.us; Eric Tscherter <etscherter@chamberlinarchitects.com>  
**Subject:** 639 Pioneer Road Proposed project

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Please read the attached letter. Thanks!

Kevin and Therese Paquette  
622 Pioneer Road  
Grand Junction, CO 81504  
[theresepaq@yahoo.com](mailto:theresepaq@yahoo.com)

## Senta Costello

---

**From:** Eric Tscherter <etscherter@chamberlinarchitects.com>  
**Sent:** Monday, June 28, 2021 2:42 PM  
**To:** mandy@mandyrush.com  
**Cc:** Senta Costello  
**Subject:** RE: 639 Pioneer Road

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Ms. Rush,

DHS will operate the two – six bed homes for residents who are intellectually and developmentally disabled. Of the residents from the Regional Center that will be the first residents some are medically fragile (which means they cannot move on their own) in wheelchairs and some are autistic. All the residents are adults. There will not be any sexual offenders per DHS intake and evaluation requirements as shared in the meeting last week. There will be a six foot privacy fence around the DHS property for resident privacy. None of the residents drive but are transported to and from their homes in vans once a day. The (8) staff per shift for both the homes will change shifts at 7am and 7pm daily. The residents do have occasional family visitors.

**Eric Tscherter**, AIA, LEED AP  
Architect



**Architecture | Interior Design**  
437 Main Street  
Grand Junction, CO 81501  
970.242.6804 M: 970.623.3470  
[chamberlinarchitects.com](http://chamberlinarchitects.com)

---

**From:** Senta Costello <sentac@gjcity.org>  
**Sent:** Monday, June 28, 2021 9:32 AM  
**To:** Eric Tscherter <etscherter@chamberlinarchitects.com>  
**Subject:** FW: 639 Pioneer

Hi Eric,

Could you and/or your Applicant get back to Mandy about her questions. I've responded with some of the basic Code information and some historical knowledge from the last homes established when the Regional Center downsized 12 yrs. ago.

*Senta Costello*  
*Associate Planner*  
*City of Grand Junction*  
*Community Development*



970-244-1442  
[sentac@gjcity.org](mailto:sentac@gjcity.org)

---

**From:** Mandy Rush <[mandy@mandyrush.com](mailto:mandy@mandyrush.com)>  
**Sent:** Friday, June 25, 2021 2:29 PM  
**To:** Senta Costello <[sentac@gjcity.org](mailto:sentac@gjcity.org)>  
**Subject:** 639 Pioneer

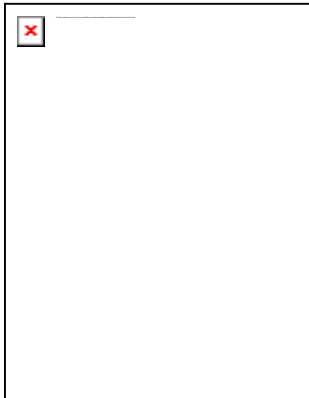
**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Hi Senta, spoke to Scott Petersen today and he said you might know more about the State Dept of Human Services plan for this 2 acre lot. Scott said it would be a group home but curious if you know the demographics of the residences as I have a buyer looking to purchase the house next door to that property and curious what to expect in the future as far as traffic and neighbors, etc. Thanks so much,

--  
Mandy Rush  
RE/MAX 4000, INC  
120 W Park Dr, #200  
Grand Junction, CO 81505

970-241-4000 office  
970-260-1310 cell  
[mandy@mandyrush.com](mailto:mandy@mandyrush.com)

Let's connect! Visit [connectwithmandyrush.com](http://connectwithmandyrush.com) for the latest updates on Grand Junction area real estate!



## Senta Costello

---

**From:** Senta Costello  
**Sent:** Monday, June 28, 2021 9:23 AM  
**To:** Mandy Rush  
**Cc:** Scott Peterson  
**Subject:** RE: 639 Pioneer

Good morning, Mandy

Yes, they are proposing 2 buildings with 6 residents each. Typically, we don't see traffic all that different than a single family home; however, the representative or applicant can likely give you the best picture of the residents demographics, staffing, etc.

There are 4 other homes that were established in residential neighborhoods when the Regional Center downsized about 12 yrs. ago and have not had any issues reported from the neighbors.

I've forwarded your email to the applicant and representative so they can provide you with additional information. There will also be another neighborhood meeting in the next couple of weeks that you and/or prospective buyers are welcome to attend. It has not been scheduled as yet, but I can let you know when there is additional information.

Have a great week!

Senta

*Senta Costello*  
*Associate Planner*  
*City of Grand Junction*  
*Community Development*  
970-244-1442  
[sentac@gjcity.org](mailto:sentac@gjcity.org)

---

**From:** Mandy Rush <mandy@mandyrush.com>  
**Sent:** Friday, June 25, 2021 2:29 PM  
**To:** Senta Costello <sentac@gjcity.org>  
**Subject:** 639 Pioneer

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Hi Senta, spoke to Scott Petersen today and he said you might know more about the State Dept of Human Services plan for this 2 acre lot. Scott said it would be a group home but curious if you know the demographics of the residences as I have a buyer looking to purchase the house next door to that property and curious what to expect in the future as far as traffic and neighbors, etc. Thanks so much,

--

Mandy Rush  
RE/MAX 4000, INC  
120 W Park Dr, #200  
Grand Junction, CO 81505

970-241-4000 office  
970-260-1310 cell  
[mandy@mandyrush.com](mailto:mandy@mandyrush.com)

Let's connect! Visit [connectwithmandyrush.com](http://connectwithmandyrush.com) for the latest updates on Grand Junction area real estate!



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 4181**

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

**PINSON-HERIGSTAD ANNEXATION #1**

**APPROXIMATELY 0.33 ACRES**

**LOCATED AT 644 1/2 29 1/2 ROAD**

**WHEREAS**, on the 14<sup>th</sup> day of January, 2008, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 20<sup>th</sup> day of February, 2008; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**PINSON-HERIGSTAD ANNEXATION NO. 1**

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of Lot 1 of Day Subdivision described in Book 4353, Page 491 public records of Mesa County, Colorado, thence S89°44'29"E along the North line of said Lot 1 of Day Subdivision, a distance of 250.00 feet; thence S00°12'10"E a distance of 50.00 feet; thence N89°44'29"W a distance of 225.00 feet; thence S00°12'10"E a distance of 75.79 feet; thence N89°50'34"W a distance of 25.00 feet to the Southwest corner of said Lot 1 of Day Subdivision; thence N00°12'10"W along a line being 30.00 feet East of and parallel with, the East line of the NE 1/4 SW 1/4 of said Section 5, said line also being the East line of Summit View Estates

Annexation, City of Grand Junction, Ordinance No. 3611, a distance of 125.84 feet to the Point of Beginning.

Said parcel contains 0.33 acres (14,395.13 sq. ft.), more or less, as described.

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

**INTRODUCED** on first reading on the 14<sup>th</sup> day of January, 2008 and ordered published.

**ADOPTED** on second reading the 20<sup>th</sup> day of February, 2008.

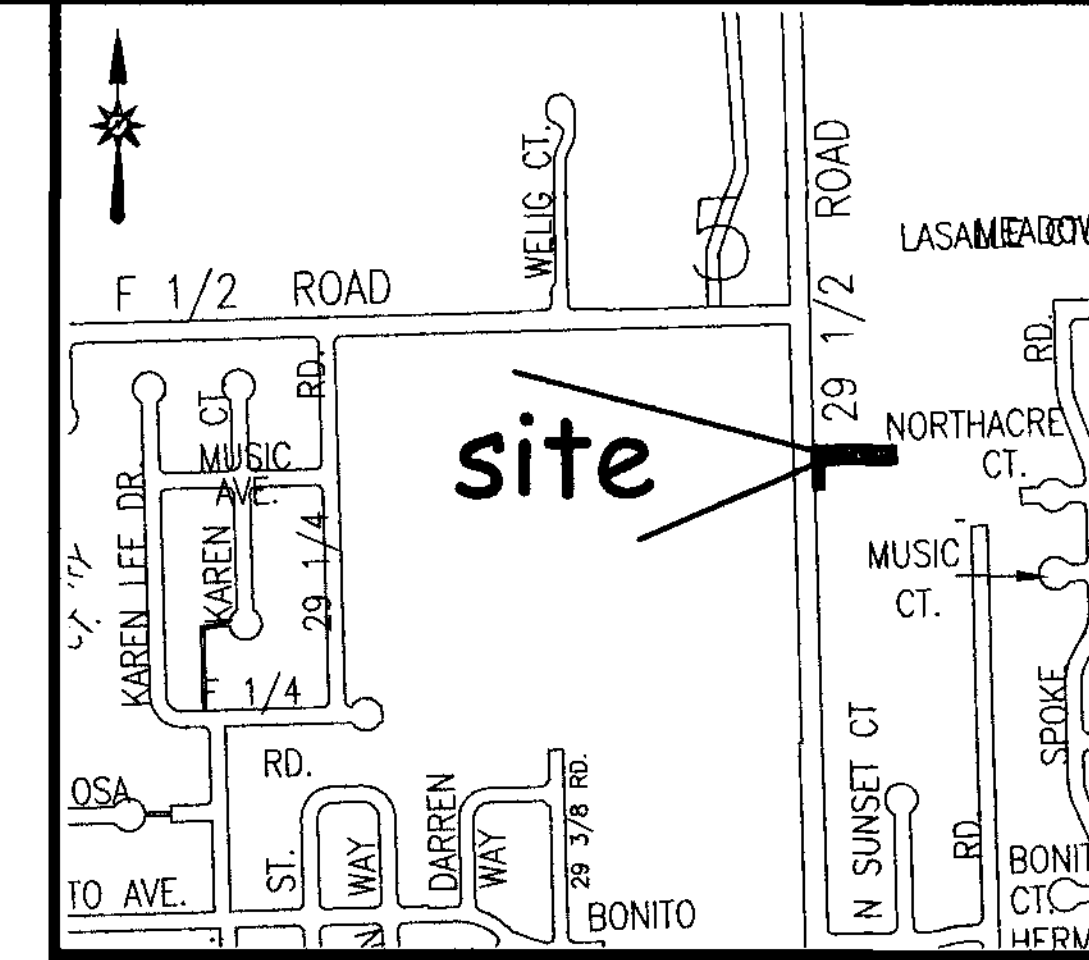
Attest:

/s/: James J. Doody  
President of the Council

/s/: Stephanie Tuin  
City Clerk

# PINSON - HERIGSTAD ANNEXATION NO. 1

SITUATE IN THE NW 1/4 OF THE SE 1/4 OF SECTION 5, T1S, R1E, U.M.  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

## LEGAL DESCRIPTION

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of Lot 1 of Day Subdivision described in Book 4353, Page 491 public records of Mesa County, Colorado, thence S89°44'29"E along the North line of said Lot 1 of Day Subdivision, a distance of 250.00 feet; thence S00°12'10"E a distance of 50.00 feet; thence N89°44'29"W a distance of 225.00 feet; thence S00°12'10"E a distance of 75.79 feet; thence N89°50'34"W a distance of 25.00 feet to the Southwest corner of said Lot 1 of Day Subdivision; thence N00°12'10"W along a line being 30.00 feet East of and parallel with, the East line of the NE 1/4 SW 1/4 of said Section 5, said line also being the East line of Summit View Estates Annexation, City of Grand Junction, Ordinance No. 3611, a distance of 125.84 feet to the Point of Beginning.

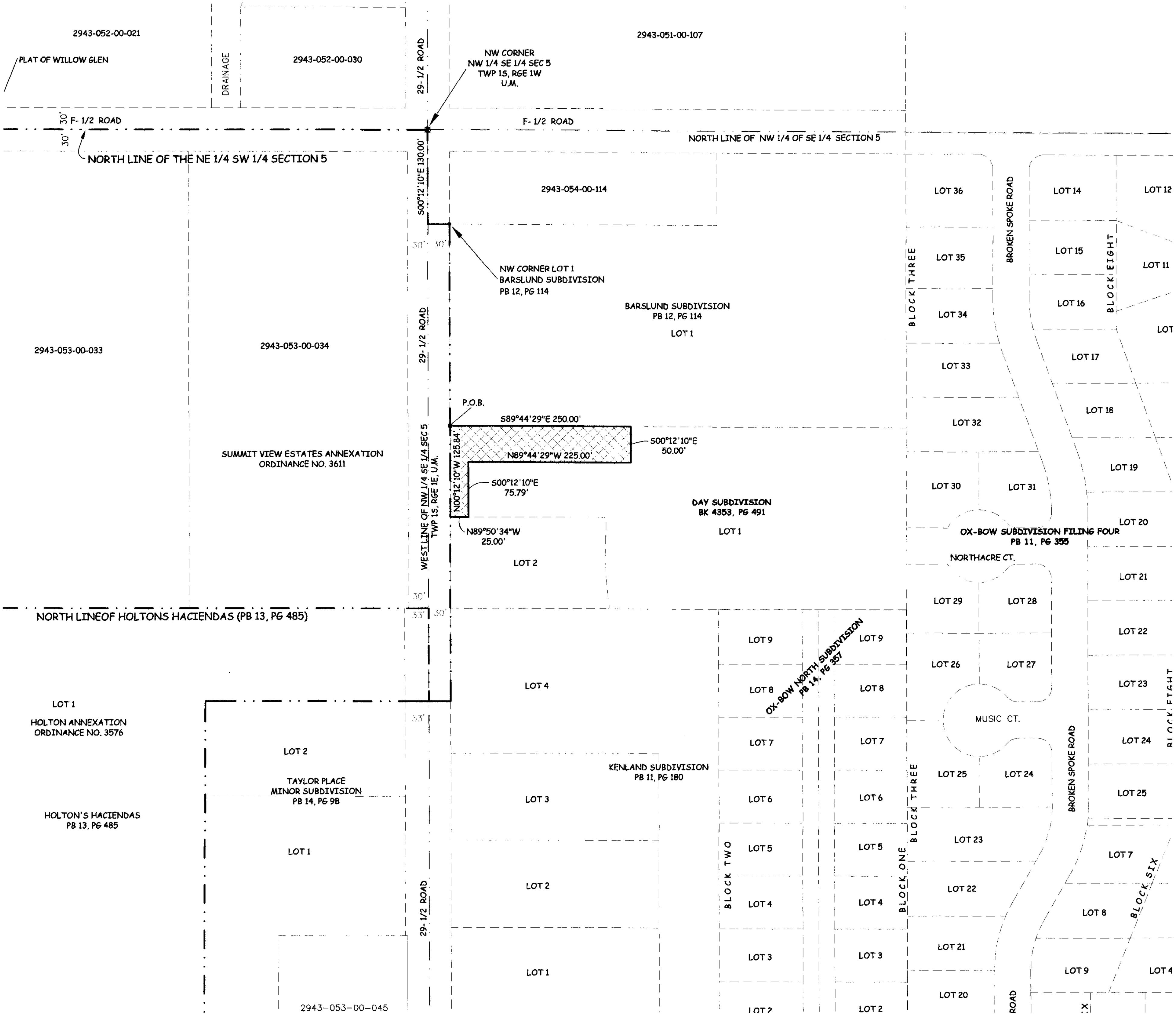
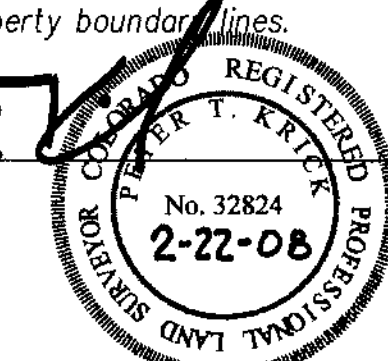
ABBREVIATIONS

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

The Description(s) contained herein have been derived from

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

*[Signature]*  
 PETER T. KRICK, PLS No. 32824  
 Professional Land Surveyor for the  
 City of Grand Junction  
 DATE: February 22nd, 2008

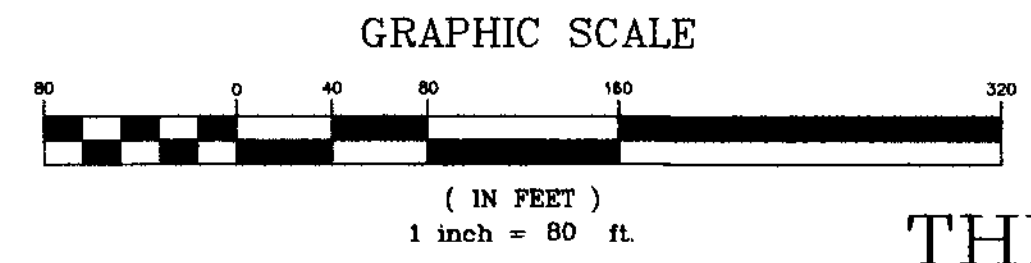


AREA OF ANNEXATION

ANNEXATION PERIMETER	751.62 FT
CONTIGUOUS PERIMETER	125.84 FT.
AREA IN SQUARE FEET	14,395.13
AREA IN ACRES	0.33

LEGEND

ANNEXATION BOUNDARY	---
EXISTING CITY LIMITS	---



ORDINANCE NO. 4181

EFFECTIVE DATE  
March 23rd, 2008

THIS IS NOT A BOUNDARY SURVEY

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

DRAWN BY	J.K.T.	DATE	12-14-07
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	



PUBLIC WORKS AND UTILITIES  
REAL ESTATE DIVISION

PINSON - HERIGSTAD  
ANNEXATION NO. 1

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 4182**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO  
PINSON-HERIGSTAD ANNEXATION #2  
APPROXIMATELY 2.69 ACRES  
LOCATED AT 644 1/2 29 1/2 ROAD**

**WHEREAS**, on the 14<sup>th</sup> day of January, 2008, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 20<sup>th</sup> day of February, 2008; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**PINSON-HERIGSTAD ANNEXATION NO. 2**

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of Lot 1 of Day Subdivision described in Book 4353, Page 491 public records of Mesa County, Colorado; thence S89°44'29"E along the North line of said Lot 1 of Day Subdivision, a distance of 250.00 feet to the Point of Beginning; thence S89°44'29"E along the North line said of Lot 1 of Day Subdivision, a distance of 381.12 feet to the Northeast corner of said Day Subdivision, said point also being on the West line of Ox-Bow Subdivision Filing Four described in Plat Book 11, Page 355 public records of Mesa County, Colorado; thence S00°11'35"W along the West line of said Ox-Bow Subdivision Filing Four, a distance of 250.72 feet to the Southeast corner of said Lot 1 of Day Subdivision; thence N89°50'34"W along the South line of said Lot 1 of Day Subdivision, a distance of 411.42 feet; thence N05°42'44"W a distance of 47.46 feet; thence N00°12'29"W a distance of 78.79 feet; thence N89°50'34"W a distance of 190.09 feet; thence N00°12'10"W a distance of



75.79 feet; thence S89°44'29"E a distance of 225.00 feet; thence N00°12'10"W a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 2.69 acres (116,972.39 sq. ft.), more or less, as described.

**INTRODUCED** on first reading on the 14<sup>th</sup> day of January, 2008 and ordered published.

**ADOPTED** on second reading the 20<sup>th</sup> day of February, 2008.

Attest:

/s/: James J. Doody  
President of the Council

/s/: Stephanie Tuin  
City Clerk

**ORDINANCE NO. 4183**

**AN ORDINANCE ZONING THE PINSON-HERIGSTAD ANNEXATION TO  
R-4  
LOCATED AT 644 1/2 29 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 Pinson-Herigstad Annexation to the R-4 zone district finding that it conforms with the recommended 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 zone district meets 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 R-4 zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-4 (Residential 4 du/ac).

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of Lot 1 of Day Subdivision described in Book 4353, Page 491 public records of Mesa County, Colorado, thence S89°44'29"E along the North line of said Lot 1 of Day Subdivision, a distance of 250.00 feet; thence S00°12'10"E a distance of 50.00 feet; thence N89°44'29"W a distance of 225.00 feet; thence S00°12'10"E a distance of 75.79 feet; thence N89°50'34"W a distance of 25.00 feet to the Southwest corner of said Lot 1 of Day Subdivision; thence N00°12'10"W along a line being 30.00 feet East of and parallel with, the East line of the NE 1/4 SW 1/4 of said Section 5, said line also being the East line of Summit View Estates Annexation, City of Grand Junction, Ordinance No. 3611, a distance of 125.84 feet to the Point of Beginning.

Said parcel contains 0.33 acres (14,395.13 sq. ft.), more or less, as described.

And also,

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal

Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of Lot 1 of Day Subdivision described in Book 4353, Page 491 public records of Mesa County, Colorado; thence S89°44'29"E along the North line of said Lot 1 of Day Subdivision, a distance of 250.00 feet to the Point of Beginning; thence S89°44'29"E along the North line said of Lot 1 of Day Subdivision, a distance of 381.12 feet to the Northeast corner of said Day Subdivision, said point also being on the West line of Ox-Bow Subdivision Filing Four described in Plat Book 11, Page 355 public records of Mesa County, Colorado; thence S00°11'35"W along the West line of said Ox-Bow Subdivision Filing Four, a distance of 250.72 feet to the Southeast corner of said Lot 1 of Day Subdivision; thence N89°50'34"W along the South line of said Lot 1 of Day Subdivision, a distance of 411.42 feet; thence N05°42'44"W a distance of 47.46 feet; thence N00°12'29"W a distance of 78.79 feet; thence N89°50'34"W a distance of 190.09 feet; thence N00°12'10"W a distance of 75.79 feet; thence S89°44'29"E a distance of 225.00 feet; thence N00°12'10"W a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 2.69 acres (116,972.39 sq. ft.), more or less, as described.

**INTRODUCED** on first reading the 6<sup>th</sup> day of February, 2008 and ordered published.

**ADOPTED** on second reading the 20<sup>th</sup> day of February, 2008.

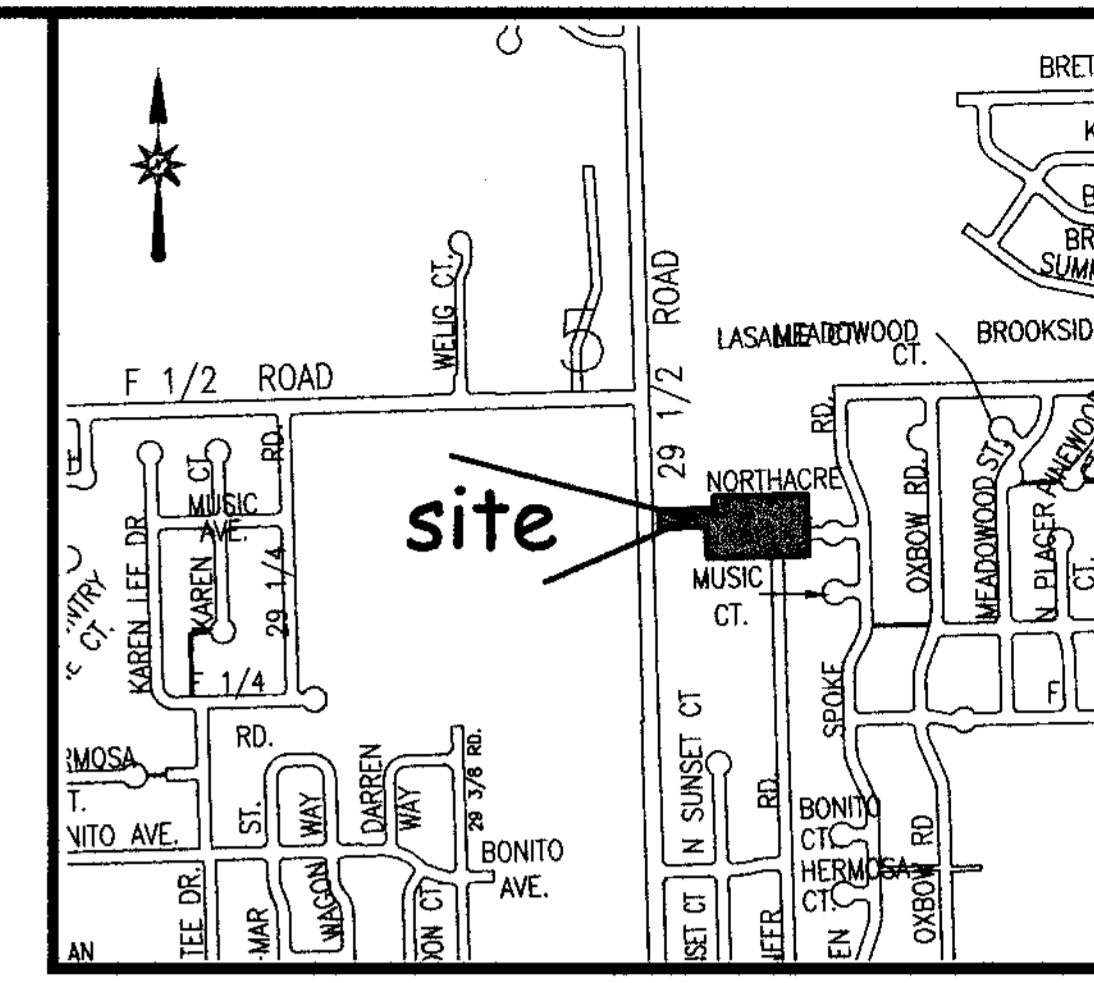
ATTEST:

/s/: James J. Doody  
President of the Council

/s/: Stephanie Tuin  
City Clerk

# PINSON - HERIGSTAD ANNEXATION NO. 2

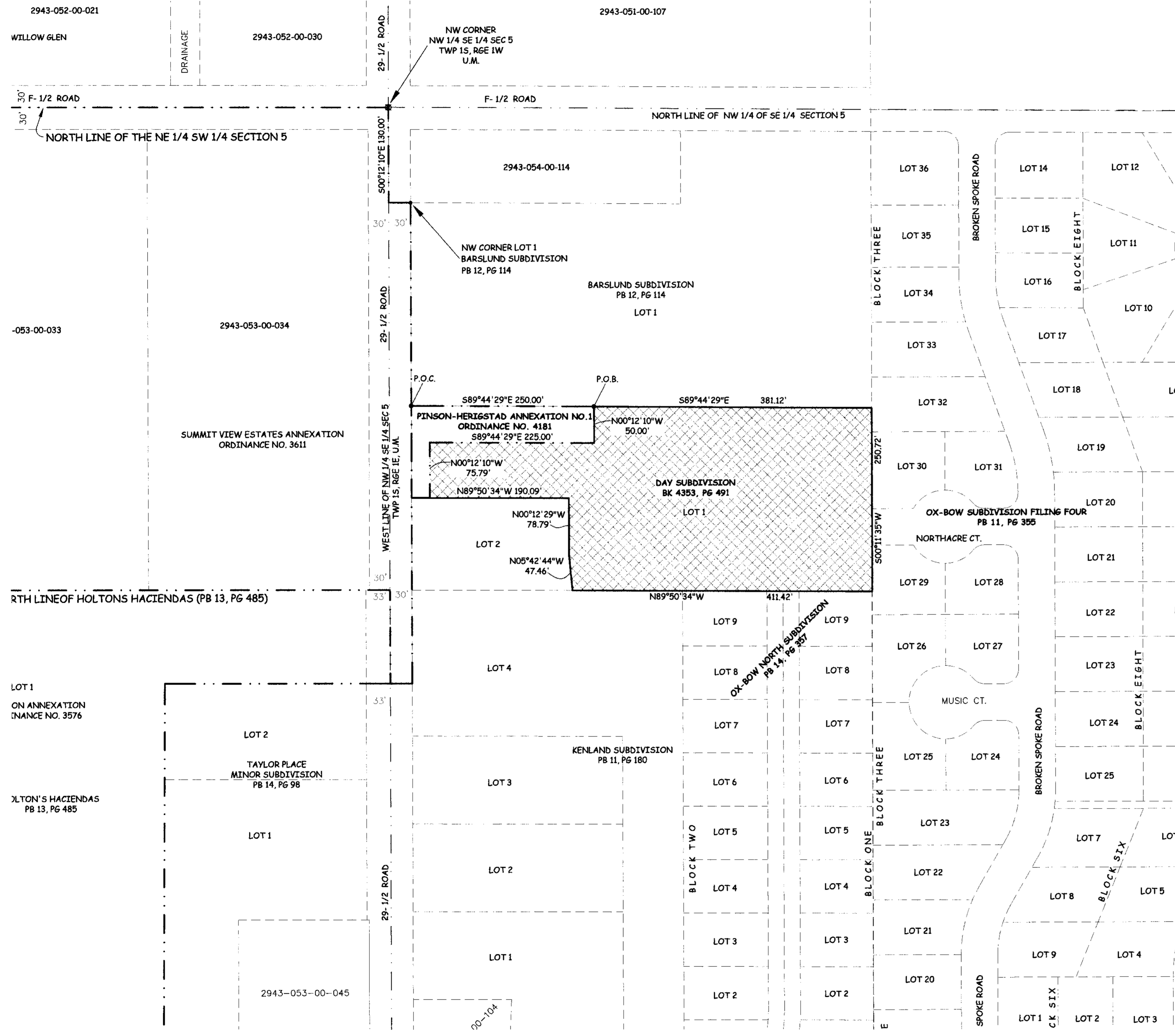
SITUATE IN THE NW 1/4 OF THE SE 1/4 OF SECTION 5, T1S, R1E, U.M.  
COUNTY OF MESA, STATE OF COLORADO



## LEGAL DESCRIPTION

A certain parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 5, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

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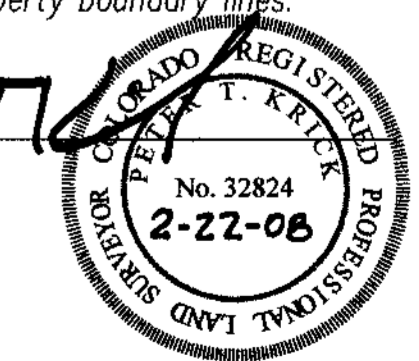


**ABBREVIATIONS**

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

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

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



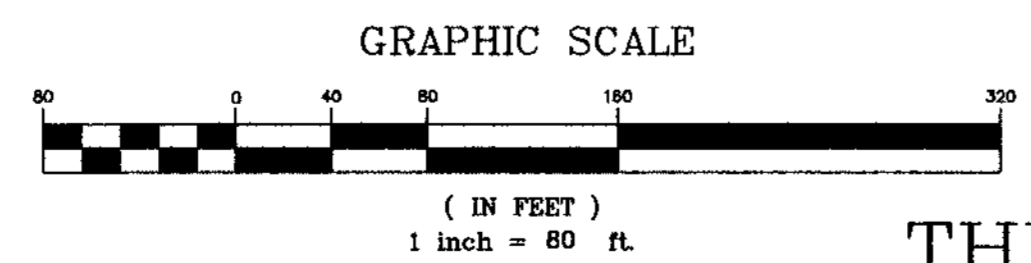
DATE: February 22nd, 2008

**AREA OF ANNEXATION**

ANNEXATION PERIMETER	1,710.39 FT
CONTIGUOUS PERIMETER	350.79 FT
AREA IN SQUARE FEET	116,972.39
AREA IN ACRES	2.69

**LEGEND**

ANNEXATION BOUNDARY	---
EXISTING CITY LIMITS	---



**ORDINANCE NO.**  
4182

**EFFECTIVE DATE**  
March 23rd, 2008

**THIS IS NOT A BOUNDARY SURVEY**

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

DRAWN BY	J.K.T.	DATE	12-14-07
DESIGNED BY	_____	DATE	_____
CHECKED BY	P.T.K.	DATE	_____
APPROVED BY	_____	DATE	_____



**PUBLIC WORKS AND UTILITIES  
REAL ESTATE DIVISION**

**PINSON - HERIGSTAD  
ANNEXATION NO. 2**







**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING FROM R-4 (4 DU/ACRE) TO R-5 (RESIDENTIAL 5 DU/AC) ZONE DISTRICT THE PROPERTY LOCATED AT 639 PIONEER ROAD, GRAND JUNCTION, COLORADO**

Recitals:

The property owner, State of Colorado, acting by and through the Department of Personnel and Administration for the use and benefit of the Department of Human Services, proposes a rezone from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) on a total of 2.4-acres, located at 639 Pioneer Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low of the Comprehensive Plan and the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that rezoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a rezone.

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

The following described property in the City of Grand Junction shall be zoned R-5 (Residential – 5 du/ac) on the City zoning map:

LOT 2 OF GROVER ACRES, COUNTY OF MESA, STATE OF COLORADO.

Introduced on first reading this \_\_\_ day of \_\_\_\_\_, 2022 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_ day of \_\_\_\_\_, 2022 and ordered published in pamphlet form.

ATTEST:



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Wanda Winkelmann  
City Clerk

---

C.B. McDaniel  
President of the City Council



## Grand Junction City Council

### Regular Session

Item #6.b.ii.

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**Meeting Date:** February 16, 2022

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

**Department:** Community Development

**Submitted By:** Kristen Ashbeck, Principal Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for the Annexation of 9.84 Acres of Land and Ordinances Annexing and Zoning the Brown Property Annexation to R-4 (Residential - 4 du/ac), Located at 2537 G 3/8 Road

#### **RECOMMENDATION:**

Staff recommends adoption of a resolution accepting the petition for the Brown Property Annexation, and approval of the annexation ordinance. The Planning Commission heard the zoning of annexation request at its January 25, 2022 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, McCurter Land Company LLC is requesting a zone of annexation to R-4 (Residential 4 dwelling units per acre) for the Brown Property. The approximately 9.82 acres consists of 1 parcel located at 2537 G-3/8 Road. The subject property includes an existing single-family home and a few outbuildings. There is 0.02 acres (982 square feet) of G-3/8 Road right-of-way in the annexation. The property is Annexable Development per the Persigo Agreement. The requested zone district of R-4 is consistent with the Residential Low (2 to 5.5 dwelling units per acre) land use category of the Comprehensive Plan and the PD (Wilson Ranch) and R-4 zoning of adjacent properties within the City limits. The request for annexation is being considered concurrently by City Council with the zone of annexation request at this hearing.

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

##### **ANNEXATION REQUEST**

The Applicant, McCurter Land Company LLC is requesting annexation of approximately 9.82 acres consisting of one parcel of land located at 2537 G-3/8 Road. The subject

property has an existing single-family home and a few outbuildings. The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits in anticipation of future residential subdivision development of the property. There is 0.02 acres of G 3/8 Road right-of-way in the annexation.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – January 5, 2022
- Planning Commission considers Zone of Annexation – January 25, 2022
- Introduction of a Proposed Ordinance on Zoning by City Council – February 2, 2022
- Acceptance of Petition and Public Hearing on Annexation, and Comprehensive Plan Amendment and Zoning by City Council – February 16, 2022
- Effective date of Annexation and Zoning – March 17, 2022

### **ZONE OF ANNEXATION REQUEST**

The Applicant's property is currently in the County and has a County zoning of RSF-R (Residential Rural). Surrounding properties to the north, south and west are zoned RSF-R in Mesa County with some City R-4 (Residential 4 dwelling units per acre). Directly to the east is City PD (Planned Development), which is the Wilson Ranch subdivision.

The annexation area has sewer service and all other urban amenities on the property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The goal to "encourage infill and redevelopment to leverage existing infrastructure" supports the Applicant's request for a zone of annexation of R-4.

The Applicant is interested in preparing the property for future residential development, consistent with the scope and type of development envisioned by the Comprehensive Plan with the Land Use Map designation of Residential Low (2 to 5.5 dwelling units per acre) density. The R-4 zoning requires a minimum of 2 dwelling units per acre, therefore the requested zoning of R-4 implements the designated land use category.

The purpose of the R-4 (Residential 4 dwelling units per acre) zone district is to provide for medium-low density single-family and two-family residential uses where adequate public facilities and services are available. This property is located within an urban infill area of the community. The greater surrounding area both within the city limits and unincorporated Mesa County are a mix of large lot single family homes as well as developed with single-family detached homes with urban densities. Further subdivision development is encouraged within this infill area of the City by the 2020 One Grand Junction Comprehensive Plan. The property provides a large enough site to accommodate such development.

In addition to the R-4 zoning requested by the petitioners, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Low (2 to 5.5 dwelling units per acre).

- R-5 (Residential 5 dwelling units per acre)
- CSR (Community Services and Recreation)

## **NOTIFICATION REQUIREMENTS**

A virtual Neighborhood Meeting regarding the proposed Annexation and Zoning was held on August 21, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant, Applicant's representative and City staff were in attendance along with two members of the public.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code including posting the property with an application sign. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property and the Planning Commission public hearing was published in the Grand Junction Daily Sentinel. The opportunity for public comment was also available through the GJSpeaks platform.

## **ANALYSIS**

### **Annexation Analysis**

The property is currently adjacent to the existing city limits to the west and south. The necessary one sixth contiguity requirements of State Statutes for annexation is being met. The property owner has signed a petition for annexation.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Brown Property Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described. The petition has been signed by the owners of all properties or 100% of the owners and includes 100% of the property described excluding right-of-way.
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The Brown Property Annexation has just under 23% of the perimeter of the annexation contiguous with the existing City limits, meeting the contiguity requirements for annexation.
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.
- d) The area is or will be urbanized in the near future. The property owner, McCurter Land Company LLC is currently preparing for the development of residential housing at

R-4 urban densities.

e) The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits on the west and south sides and will be required at the time of development to interconnect with existing urban services. Utilities and City services are available and currently serve the existing urban area near this site.

f) No land held in identical ownership is being divided by the proposed annexation. The entire property owned by the applicants is being annexed.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioners have granted consent to the City to annex the property.

Please note that the annexation petition was prepared by the City.

### **Zone of Annexation Analysis**

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified below.

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

The property owners have petitioned for annexation into the City limits and requested zoning of R-4 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Low (2 to 5.5-12 dwelling units per acre). Since the Applicant's property is currently in the County, and the current County zoning is not in compliance with the Comprehensive Plan, the annexation of the property is a subsequent event that invalidates the original premises, including the existing county zoning designation. Therefore, the staff and Planning Commission found this criterion has been met.

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

The character or condition of the areas has not substantially changed to satisfy this criterion. The staff and Planning Commission found that this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the proposed R-4 zone district.

The Applicant intends to develop the property with single family residential lots in compliance with the requested R-4 zone district. The property has street access to G-3/8 Road as well as from Brush Creek Road stubbed to the property from the south. Water and sewer services are available to this property. The property is within the Ute Water District service area. The property is currently within the Persigo 201 Sewer Service Area with three 8-inch sewer lines proximate to the property in Castle Creek Road, Brush Creek Rd, and 25 ½ Road. The sewer lines have sufficient capacity to serve urban densities as proposed on this site. The site is served by Mesa County Valley School District 51 public schools, including Appleton Elementary, West Middle School and Grand Junction High School. Commercial Services are located within 2 to 3 miles along the Patterson Road corridor. No changes in fire protection and emergency medical response are expected due to the development of this property. Primary response is from Fire Station 3 at 582 25 ½ Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 3 has the capacity to handle the increase in calls for service resulting from this annexation and development. Staff found the public and community facilities are adequate to serve the type and scope of the residential land use proposed at the R-4 density. Therefore, staff and Planning Commission found this criterion has been met.

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

The subject property and surrounding area are designated on the Comprehensive Plan Land Use Map as Residential Low (2 to 5.5 dwelling units per acre). The proposed zoning designation of R-4 meets the intent of achieving the minimum and desired density for the property with this request, to develop within the contemplated Residential Low density land use category. For properties already annexed into the City limits in this area, they are zoned mostly R-4 with some PD that is developed at a similar density (Wilson Ranch). There are a number of larger undeveloped or underdeveloped parcels in the vicinity that are currently in the County but, if annexed to the City as developed, would most likely be zoned similarly. Therefore, while not presently zoned as such, there is an adequate supply of suitably designated land in the Comprehensive Plan in the area that could be developed at R-4 densities. Thus, staff and Planning Commission found that there is not an inadequate supply of R-4 zoning and therefore found this criterion has not been met.

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

Annexation and zoning of the property will create additional land within the City limits for anticipated growth and it continues to fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits within the infill tier of the Comprehensive Plan. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district will provide an opportunity for housing within a range of density that is consistent with the ongoing needs of the community. This

principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the 2020 One Grand Junction Comprehensive Plan. Therefore, staff and Planning Commission found that this criterion has been met.

### **Consistency with Comprehensive Plan**

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-5 and CSR zone districts could be considered in a Residential Low Land Use area, the R-4 zone district is consistent with the recommendations of the Plan and most compatible with the surrounding neighborhood. The zoning request for the Brown Property Annexation is consistent with the chapters, goals and principles of the Comprehensive Plan listed below.

#### Chapter 2

##### Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

##### Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

#### Chapter 3

Intensification and Tiered Growth Plan. Subject property is located within Tier 2 – In Tier 2, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

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

After reviewing the Brown Property Annexation Zone of Annexation, ANX-2021-585 request for the property located at 2537 G 3/8 Road, from County RSF-R (Residential Rural) to a City R-4 (Residential 4 dwelling units per acre) zoning, the following findings of facts have been made:

For Annexation:



1. Based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, staff finds the Church on the Rock North Annexation is eligible to be annexed because of compliance with the seven (7) criteria (a through g) found in the Statutes.

The following were reviewed for Zoning only:

2. The request conforms with Section 21.02.140 of the Zoning and Development Code.

3. The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the annexation and Planning Commission recommended approval of the zone of annexation request.

**FISCAL IMPACT:**

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$1,000,000 of actual value, City property tax revenue on residential property at the current assessment rate would be approximately \$556 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Public Works. The Brown Property Annexation does not include annexation of any existing County infrastructure and therefore there are no additional Public Works requirements for street maintenance, sweeping, lighting, drainage, or snow removal other than that proposed for the future subdivision itself.

Utilities. Water and sewer services are available to this property. The property is within the Ute Water District service area. The property is currently within the Persigo 201 Sewer Service Area. Three 8-inch sewer lines are proximate to the property on Castle Creek Road, Brush Creek Rd, and 25 ½ Road that ultimately convey wastewater to the 18-inch interceptor on Patterson Road. These sewer line should has sufficient capacity to serve an additional 37 sewer taps. The developer will be required to extend sewer to serve the development and the builder will be required to pay Plant Investment Fees. Therefore, there is no fiscal impact to the Persigo Sewer Enterprise Fund.

Fire Department. Currently this property is in the Grand Junction Rural Fire Protection District which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 7.6010 mill levy that generates \$202 per year. If annexed, the property will be excluded from the rural fire district and the City's 8 mills will generate \$213 per year prior to development. If the property develops at the estimated 37 dwelling units with an estimated value of \$600,000 each, the estimated annual property tax revenue (at the current residential assessment rate) would be approximately \$12,000 per year. Sales and use tax revenues will be dependent on

construction activity and consumer spending on City taxable items for residential and commercial uses. This amount will need to pay for not only fire and emergency medical services, but also other City services provided to the area. City services are supported by a combination of property taxes and sales/use taxes.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 3 at 582 25 ½ Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 3 has the capacity to handle the increase in calls for service resulting from this annexation and development.

Police Department. The Grand Junction Police Department does not anticipate a need for an increase in personnel or equipment to provide police services to this proposed annexation. However, this annexation along with future annexations and the accompanying infrastructure will in time have an accumulative impact which will require an increase in Police Department personnel and equipment in order to continue to provide adequate services.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 22-22, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Brown Property Annexation, approximately 9.84 acres, located at 2537 G 3/8 Road is eligible for annexation, as well as (adopt/deny) Ordinance No. 5055, an ordinance annexing territory to the City of Grand Junction, Colorado, Brown Property, approximately 9.84 acres, located at 2537 G 3/8 Road, on final passage and order final publication in pamphlet form and (adopt/deny) Ordinance No. 5056, an ordinance zoning the Brown Property Annexation to R-4 (Residential - 4 dwelling units per acre) zone district, from Mesa County zoning of RSF-R (Residential Rural) on final passage and order final publication in pamphlet form.

**Attachments**

1. Development Application
2. Brown Property Annexation Maps
3. Brown Property Annexation Schedule
4. Brown Property Annexation Plat-Annex Plat update 12-9-21
5. Planning Commission Minutes - 2022 - January 25
6. Resolution Accepting Petition for Annexation
7. Brown Property Annexation Ordinance
8. ORD-Brown Property Zoning 012622

## 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 <input type="text" value="Residential Single Family - Rural"/>	Existing Zoning <input type="text" value="RSF-R"/>
Proposed Land Use Designation <input type="text" value="Residential Low"/>	Proposed Zoning <input type="text" value="R-4"/>

Property Information

Site Location: <input type="text" value="2537 G 3/8 Road, Grand Junction, CO 81505"/>	Site Acreage: <input type="text" value="9.82 Acres"/>
Site Tax No(s): <input type="text" value="2701-343-00-108"/>	Site Zoning: <input type="text" value="RSF-R Mesa County"/>
Project Description: <input type="text" value="To annex and zone the parcel to R-4."/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

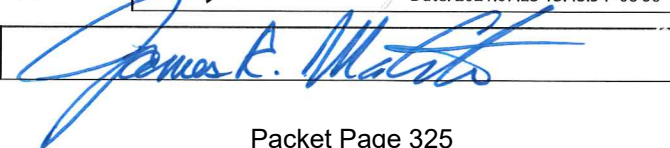
Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application <input type="text" value="Tracy States"/>	<small>Digitally signed by Tracy States Date: 2021.07.23 13:43:54 -06'00'</small>	Date <input type="text" value="August 23, 2021"/>
Signature of Legal Property Owner 		Date <input type="text" value="8/23/2021"/>

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) McCurter Land Company, LLC ("Entity") is the owner of the following property:

(b) 2537 G 3/8 Road, Grand Junction, CO 81505

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Member for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

To matters pertaining to 2537 G 3/8 Road, Grand Junction, CO.

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Annexation/Zone of Annexation

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) None

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: *James R. McCurter*

Printed name of person signing: James R. McCurter, Member

State of Colorado )

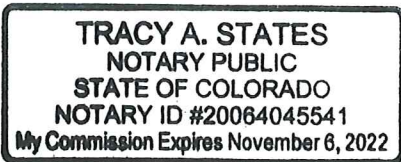
County of Mesa ) ss.

Subscribed and sworn to before me on this 23<sup>rd</sup> day of August, 20 21

by James R. McCurter, Member

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



*Tracy A. States*  
Notary Public Signature



State Documentary Fee  
Date: August 19, 2021  
\$120.00

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

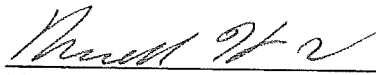
Grantor(s), **RUSSELL H. BROWN AND SHAROL L. BROWN**, whose street address is **2537 G 3/8 RD, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$1,200,000.00) \*\*\*One Million Two Hundred Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **MCCURTER LAND COMPANY, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY**, whose street address is **2458 HOME RANCH CT, Grand Junction, CO 81505**, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

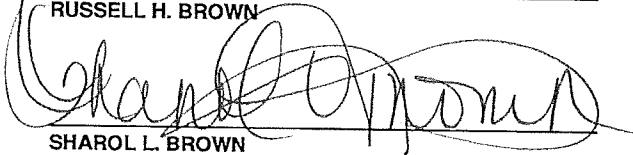
See attached "Exhibit A"

also known by street and number as: **2537 G 3/8 RD, GRAND JUNCTION, CO 81505**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **August 19, 2021**.

  
\_\_\_\_\_  
**RUSSELL H. BROWN**

  
\_\_\_\_\_  
**SHAROL L. BROWN**

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

The foregoing instrument was acknowledged before me on this day of **August 19th, 2021** by **RUSSELL H. BROWN AND SHAROL L. BROWN**

Witness my hand and official seal

My Commission expires: 12-5-21   
\_\_\_\_\_  
Notary Public

JESSICA CARLSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19974021948  
My Commission Expires December 5, 2021  
County of Mesa

When recorded return to: **MCCURTER LAND COMPANY, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY**  
**2458 HOME RANCH CT, Grand Junction, CO 81505**



**Exhibit A**

A TRACT OF LAND LOCATED IN THE SW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$  OF SAID SECTION 34;  
THENCE ALONG THE WEST LINE OF SAID SW $\frac{1}{4}$  OF SECTION 34 AN ASSUMED BEARING OF SOUTH 00°00'00" WEST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO, A DISTANCE OF 668.13 FEET TO THE EXTENDED CENTERLINE OF G 3/8 ROAD;  
THENCE SOUTH 89°55'38" EAST ALONG SAID CENTERLINE A DISTANCE OF 1983.5 FEET;  
THENCE SOUTH 00°43'52" WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF LOT 41 OF POMONA PARK AS FILED IN THE RECORDS OF MESA COUNTY, COLORADO;  
THENCE CONTINUING SOUTH 00°43'52" WEST ALONG THE EAST LINE OF THE SAID LOT 41 A DISTANCE OF 627.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41;  
THENCE ALONG THE SOUTH LINE OF SAID LOT 41 NORTH 89°55'38" WEST A DISTANCE OF 93.23 FEET;  
THENCE NORTH 00°04'22" EAST 108.72 FEET;  
THENCE NORTH 18°50'38" WEST 371.84 FEET;  
THENCE NORTH 00°00'00" EAST 167.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 41 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF G 3/8 ROAD;  
THENCE SOUTH 89°55'38" EAST ALONG THE NORTH LINE OF SAID LOT 41, A DISTANCE OF 221.24 FEET TO THE POINT OF BEGINNING;

AND

LOT 42 OF POMONA PARK SUBDIVISION;  
EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42;  
THENCE SOUTH 204 FEET;  
THENCE WEST 404 FEET;  
THENCE NORTH 204 FEET;  
THENCE EAST 404 FEET TO THE POINT OF BEGINNING;  
AND EXCEPT BEGINNING AT A POINT 131 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 42;  
THENCE SOUTH 189 FEET;  
THENCE EAST 90 FEET;  
THENCE NORTH 189 FEET;  
THENCE WEST 90 FEET TO THE POINT OF BEGINNING,

ALL IN COUNTY OF MESA, STATE OF COLORADO.



STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Ivan Geer, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

[Signature]

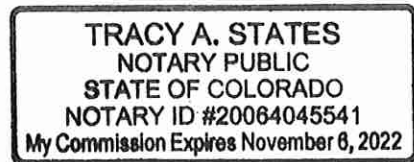
Subscribed and sworn to before me this 1<sup>st</sup> day of September, 2021.

Witness my hand and official seal.

Tracy A. States  
Notary Public

466 Duffy Drive  
Grand Junction, Co 81504  
Address

My commission expires: 11/06/2022





**BROWN PROPERTY ANNEXATION  
PETITION FOR ANNEXATION**

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

GENERAL LOCATION: 2537 G-3/8 Road generally located on the southwest corner of G-3/8 Road and 25-1/2 Road.

Tax Identification Number: 2701-343-00-108

As described and shown on the attached Annexation Parcel Description

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

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

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

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

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

---

James R. McCurter, Member  
McCurter Land Company, LLC  
NAME

2458 Home Ranch Ct.  
Grand Junction, Co 81505  
ADDRESS

Print Name, Title: James R. McCurter, Member

  
SIGNATURE

9-1-21  
DATE

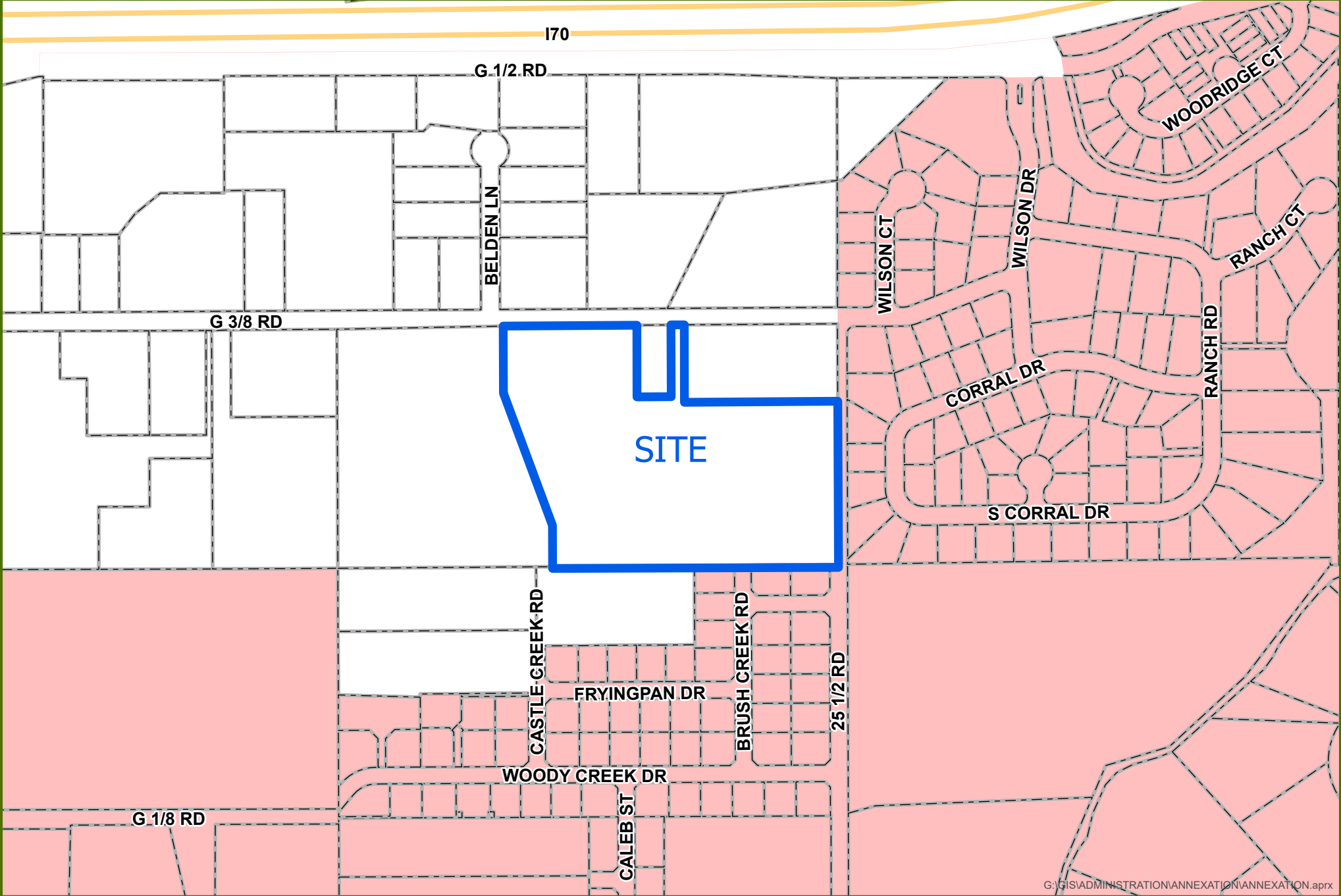
**PERIMETER BOUNDARY LEGAL DESCRIPTION  
BROWN PROPERTY ANNEXATION**

A tract of land located in the SW 1/4 NE 1/4 SW 1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian being more particularly described as follows:

Commencing at the Northwest corner of the SW 1/4 of said Section 34, thence along the West line of said SW 1/4 of Section 34 an assumed bearing of South 00°00' 00" West with all bearings herein being relative thereto, a distance of 668.13 feet to the extended centerline of G 3/8 Road, thence South 89°55'38" East along said centerline a distance of 1983.5 feet, thence South 00°43'52" West 20.00 feet to the True Point of Beginning also being the Northeast corner of Lot 41 of Pamona Park as filed in the records of Mesa County, Colorado, thence continuing South 00° 43' 52" West along the East line of the said Lot 41 a distance of 627.60 feet to the corner of said Lot 41, thence along the South line of said Lot 41 North 89° 55' 38" West a distance of 93.23 feet, thence North 00° 04' 22" East 108.72 feet, thence North 18° 50' 38" West 371.84 feet, thence North 00° 00' 00" East 167.34 feet to a point on the North line of said Lot 41 also being the South right of way line of G 3/8 Road, thence South 89° 55' 38" East along the North line of said Lot 41, a distance of 221.24 feet to the true point of beginning,

Lot 42 in PAMONA PARK SUBDIVISION,  
EXCEPT Beginning at the Northeast corner of said Lot 42, thence South 204 feet, thence West 404 feet, thence North 204 feet, thence East 404 feet to point of beginning, AND EXCEPT Beginning at a point 131 feet East of the Northwest corner of said Lot 42, thence South 189 feet, thence East 90 feet, thence North 189 feet, thence West 90 feet to the point of beginning,  
ALL IN MESA COUNTY, COLORADO.

# BROWN ANNEXATION



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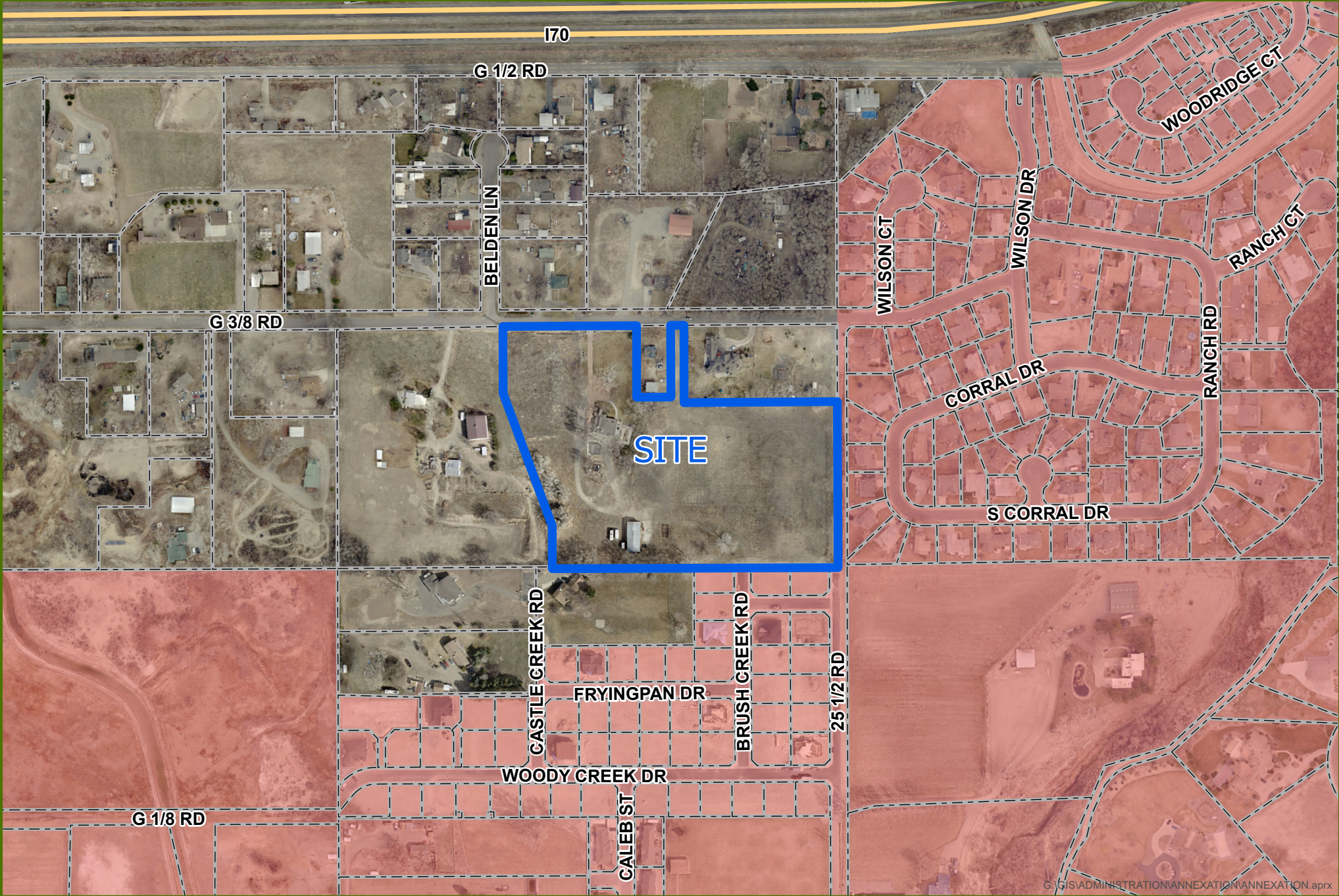


0 0.05 0.1 Miles

 Annexation  City Limits



# BROWN ANNEXATION



0 0.05 0.1 Miles

 Annexation  City Limits



# BROWN ANNEXATION - LAND USE



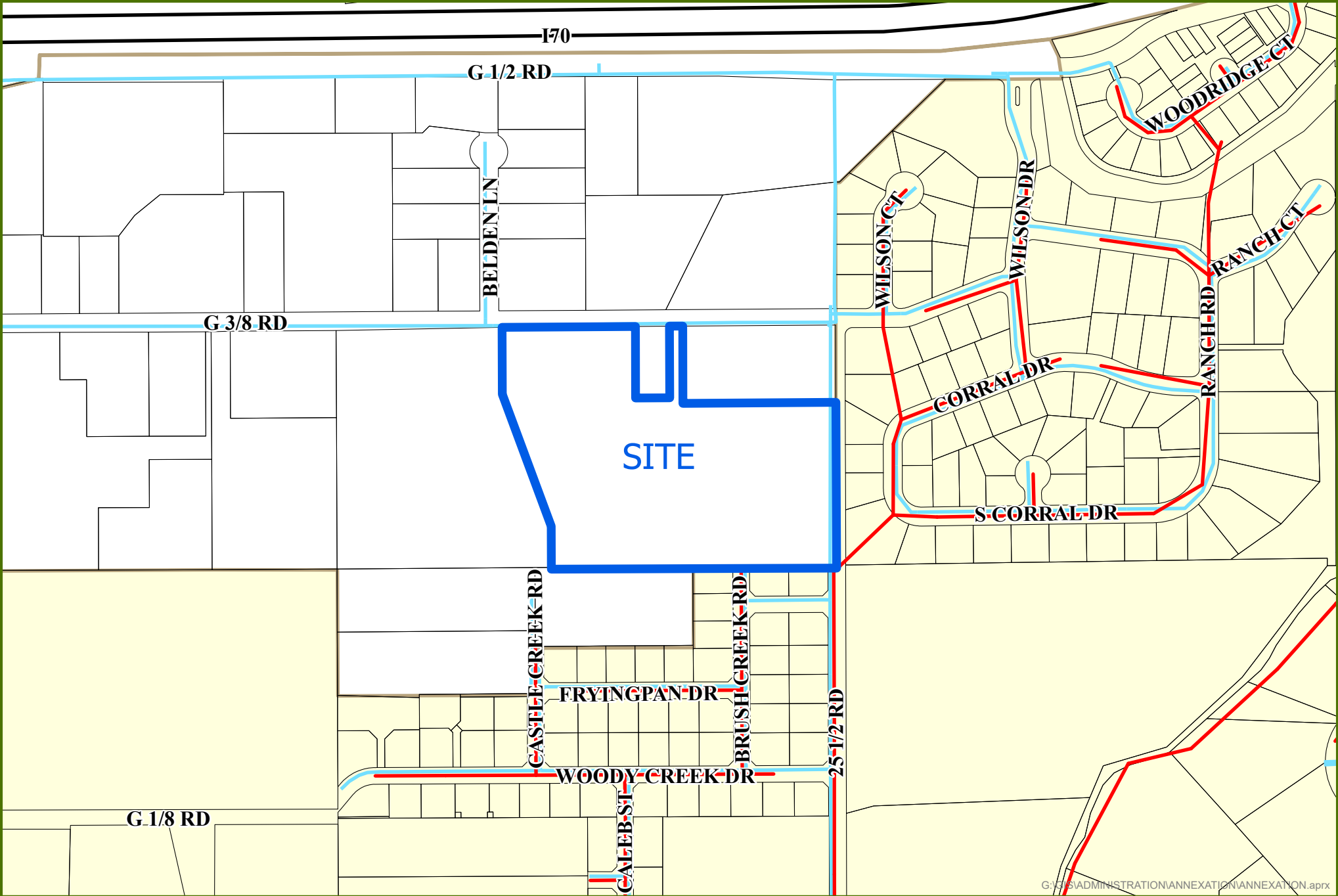
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0 0.05 0.1 Miles

 Annexation Boundary

# BROWN ANNEXATION - UTILITIES



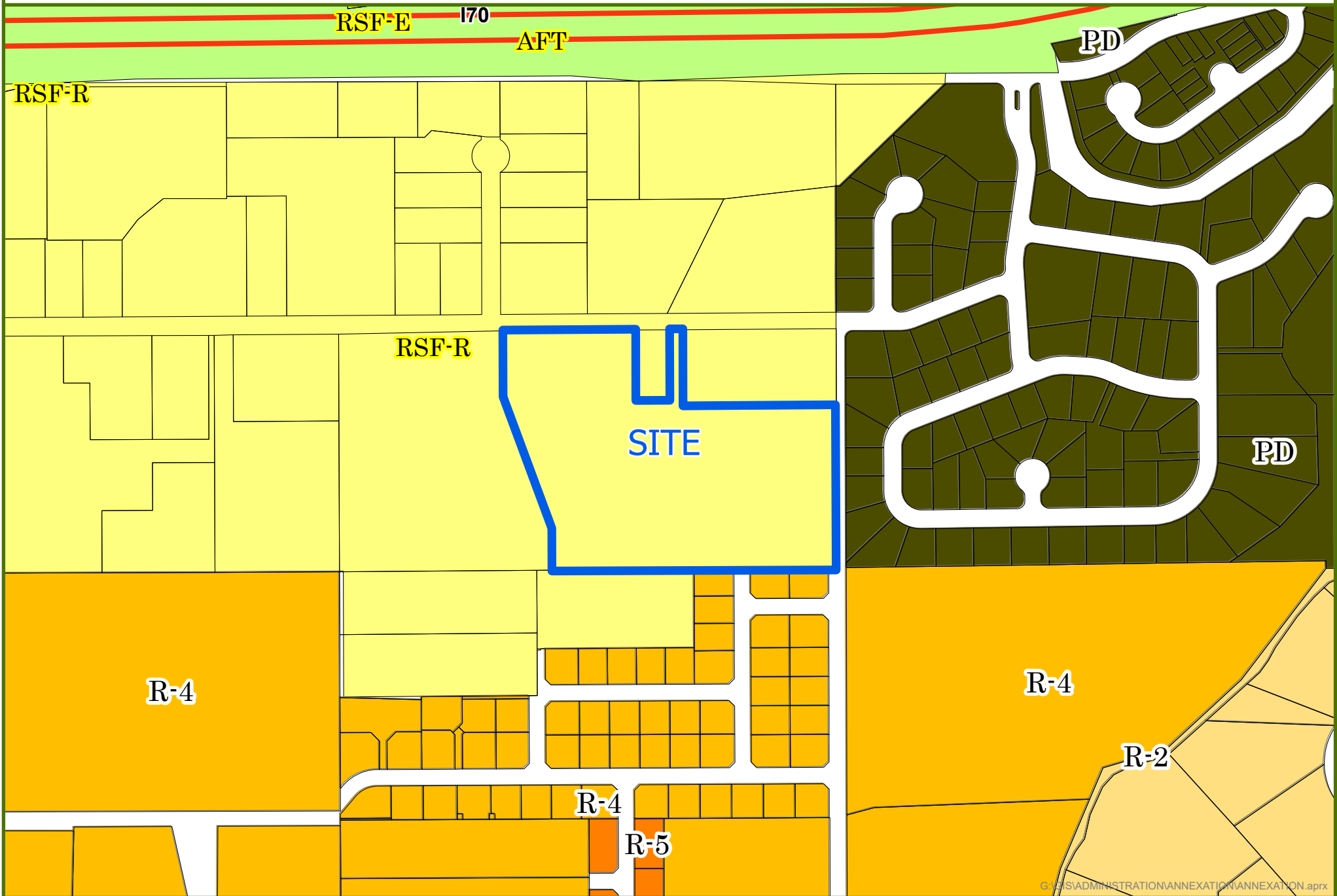
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0 0.05 0.1 Miles

SEWER UTE WATER CITY LIMITS

# BROWN ANNEXATION - ZONING



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0 0.05 0.1 Miles

 Annexation

City Zoning  
Packet Page 336

County Zoning

Date Created: 9/27/2021

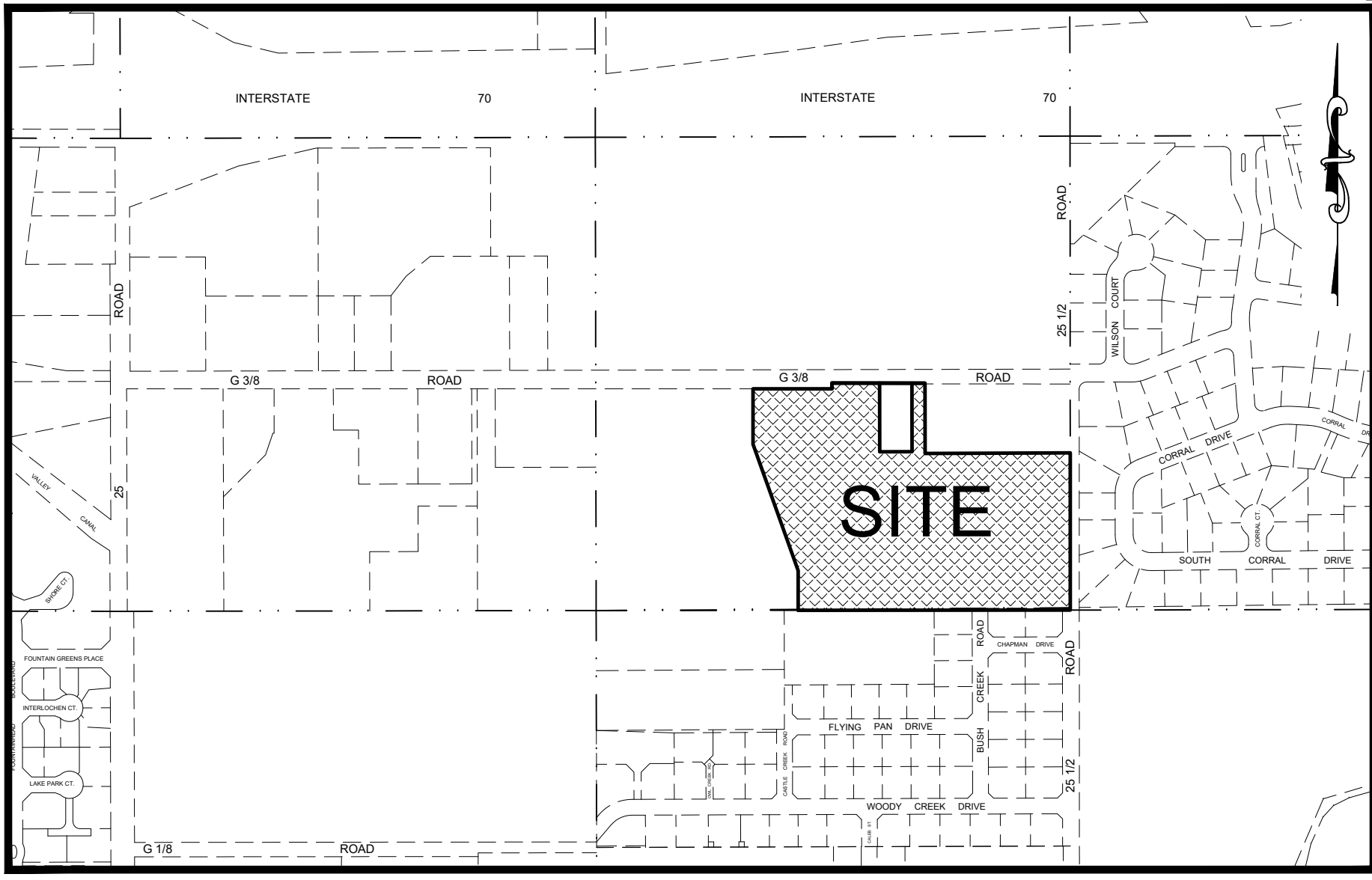




<b>BROWN PROPERTY ANNEXATION</b>			
<b>5 January 2022</b>	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
<b>25 January 2022</b>	Planning Commission Considers Zone of Annexation		
<b>2 February 2022</b>	City Council Intro Proposed Zoning Ordinance		
<b>16 February 2022</b>	City Council Accept Petition/Annex and Zoning Public Hearing		
<b>17 March 2022</b>	Effective date of Annexation and Zoning		
<b>ANNEXATION SUMMARY</b>			
File Number		ANX-2021-585	
Location		2537 G 3/8 Road	
Tax ID Number(s)		2701-343-00-108	
Number of Parcel(s)		1	
Existing Population		2	
No. of Parcels Owner Occupied		0	
Number of Dwelling Units		1	
Acres Land Annexed		9.84	
Developable Acres Remaining		9.73	
Right-of-way in Annexation		982 square feet of G 3/8 Road	
Previous County Zoning		RSF-R	
Proposed City Zoning		R-4	
Surrounding Zoning:	North:	RSF-R (Mesa County)	
	South:	RSF-R (Mesa County) and R-4 (City)	
	East:	PD (Planned Development)	
	West:	RSF-R (Mesa County)	
Current Land Use		Large Lot Single Family Residential (SFR)	
Proposed Land Use		Appx 37 Detached Single Family	
Surrounding Land Use:	North:	Large Lot Single Family Residential	
	South:	Large Lot SFR and Aspen Valley SFR	
	East:	SFR – Wilson Ranch	
	West:	Large Lot Single Family Residential	
Comprehensive Plan Designation:		Residential Low	
Zoning within Comprehensive Plan Designation:		Yes:	X      No:
Values:	Assessed	\$26,630	
	Actual	\$328,390	
Address Ranges		2533 – 2545 G 3/8 Road	
Special Districts:	Water	Ute Water District	
	Sewer	Grand Junction 201 Service Area Boundary	
	Fire	Grand Junction Rural Fire District	
	Irrigation/Drainage	Grand Valley Irrigation Company	
	School	Mesa County Valley School District 51	
	Pest	Grand River Mosquito Control District	

# BROWN PROPERTY ANNEXATION

Located within the NE 1/4 SW 1/4 SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



## SITE LOCATION MAP

SCALE: 1" = 400'

## LEGAL DESCRIPTION

A parcel of land being a tract of land as described in Reception Number 2995999 said tract being a portion of Lots 41 & 42 of Pomona Park as described in Reception Number 12485 and a portion of the G 3/8 Road Right-of-Way described in a deed filed under Reception Number 1047999 and dedicated on said Pomona Park Plat, all situated in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 34, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado said parcel being more particularly described as follows:

Beginning at the center-south one-sixteenth (1/16) corner of said Section 34 and assuming the East line of said NE 1/4 SW 1/4 bears N00°02'12"W with all other bearings contained herein being relative thereto; thence S89°39'33"W along the South line of said NE 1/4 SW 1/4, also being the South line of said Lots 41 & 42 of Pomona Park, a distance of 758.65 feet; thence N00°02'59"W, a distance of 107.29 feet; thence N18°53'47"W, a distance of 371.74 feet; thence N00°12'27"W, a distance of 167.42 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 1047994; thence continuing N00°12'27"W, a distance of 2.00 feet; thence N89°45'26"E, a distance of 216.88 feet; thence N00°25'06"E, a distance of 15.95 feet; thence N89°45'26"E, a distance of 258.33 feet; thence S00°02'15"E, a distance of 2.00 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 12485; thence S89°45'26"W along said Southerly Right-of-Way line, a distance of 125.35 feet; thence the following three (3) courses around the perimeter of a parcel of land as described in Reception Number 2908328; S00°14'34"E, a distance of 189.00 feet; N89°45'26"E, a distance of 90.00 feet; N00°14'34"W, a distance of 189.00 to a point on said Southerly Right-of-Way line of G 3/8 Road; thence N89°45'26"E along said Southerly Right-of-Way line, a distance of 35.35 feet to the Northwest corner of a parcel of land as described in Reception Number 2840205; thence S00°02'15"E along the West line of said parcel, a distance of 203.97 feet to the Southwest corner of said parcel; thence N89°45'50"E along the South line of said parcel, a distance of 403.99 feet to a point on the Westerly Right-of-Way line of 25 1/2 Road as dedicated on Reception Number 1373058 and said East line of the NE 1/4 SW 1/4 of Section 34; thence S00°02'12"E, along said West Right-of-Way line to the Point of Beginning.

Said parcel of CONTAINING 428,547 square feet or 9.84 Acres, more or less, as described.

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

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	AS	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

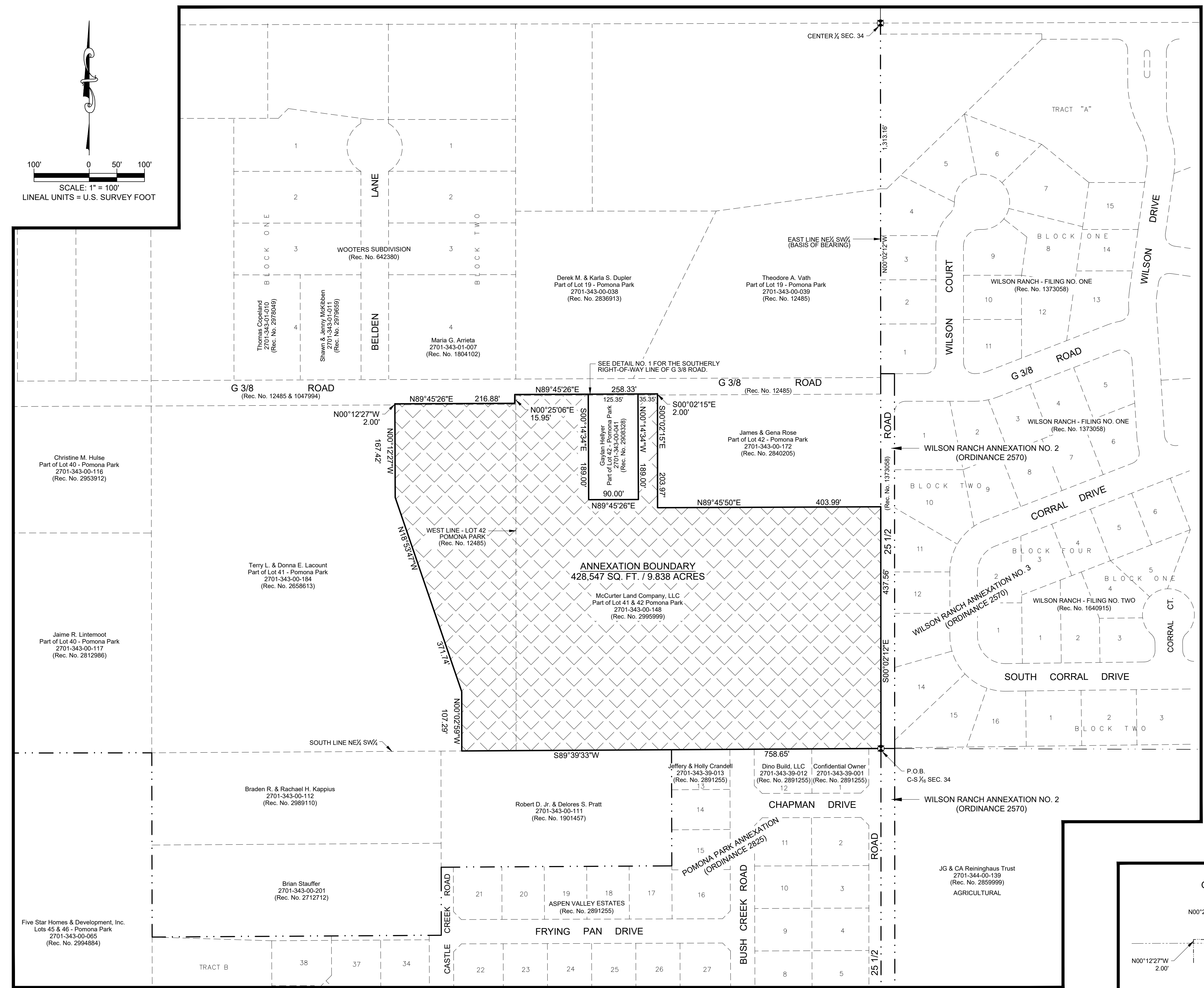
AREAS OF ANNEXATION	
ANNEXATION PERIMETER	3,570.50 FT.
CONTIGUOUS PERIMETER	816 FT.
AREA IN SQUARE FEET	428,547
AREA IN ACRES	9.84
AREA WITHIN R.O.W.	982 SQ. FT.
	0.02 ACRES

<b>ORDINANCE NO.</b> XXXX	<b>EFFECTIVE DATE</b> NOVEMBER XX, 2021
------------------------------	--

DETAIL NO. 1	
NOT TO SCALE	

NOTE:  
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT & DEED DESCRIPTIONS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT \_\_\_\_\_ DATE \_\_\_\_\_  
STATE OF COLORADO - P.L.S. NO. 38266  
FOR THE CITY OF GRAND JUNCTION  
333 WEST AVENUE - BLDG. C  
GRAND JUNCTION, CO. 81501

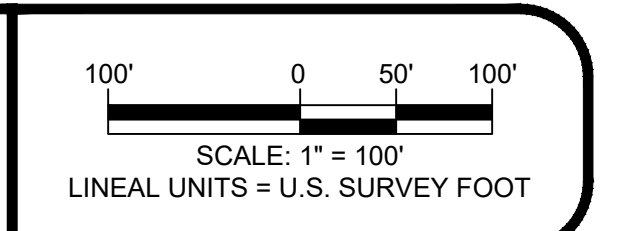


**THIS IS NOT A BOUNDARY SURVEY**

G:\Data\SURVEY\Annexations\2021\585 - Browns - Kris\60 CAD\Browns Annexation Plat.dwg - PLOTTED 2021-12-09

**NOTICE:**  
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: NCW DATE: 11/2021  
DESIGNED BY: DATE:  
CHECKED BY: RBP DATE: 12/09/2021  
APPROVED BY: RBP DATE: 11/2021



**PUBLIC WORKS ENGINEERING DIVISION**

**BROWN PROPERTY ANNEXATION**  
Located within the NE 1/4 SW 1/4 SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

**GRAND JUNCTION PLANNING COMMISSION**  
**January 25, 2022, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, George Gatseos, Shanon Secrest, Sandra Weckerly, Melanie Duyvejonck, and Kimberly Herek.

Also present were Jamie Beard (Assistant City Attorney), Kristen Ashbeck (Principal Planner), Felix Landry (Planning Supervisor), Scott Peterson (Senior Planner), Senta Costello (Associate Planner) and Kalli Savvas (Planning Technician).

There were 19 members of the public in attendance and 2 virtually.

**REGULAR AGENDA**

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**1. Brown Annexation Zoning ANX-2021-585**

Consider a request by McCurter Land Company LLC to Zone 9.84 acres from County RSF-R (Residential Single Family Rural) to R-4 (Residential 4 dwelling units per acre).

Commissioner Scissors excused himself from this item.

**Staff Presentation**

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

**Applicant Presentation**

Tracy States, River City Consultants, was present and available for questions.

**Questions for Applicant or Staff**

Commissioner Weckerly and Teske asked question about the public comment road design. Commissioner Gatseos read a public comment submitted by email.

**Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, January 18, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

The public hearing was closed at 5:49 p.m. on January 25, 2022.

**Discussion**

Commissioner Gatseos stated that this project supports the comprehensive plan and that he has concerns for the ingress/egress.

**Motion and Vote**

Commissioner Duyvejonck made the following motion Mr. Chairman, on the Zone of Annexation request for the property located at 2537 G-3/8 Road, City file number ANX-2021-585, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Commissioner Weckerly seconded the motion. The motion carried 5-0. Teske, Gatseos, Weckerly, Duyvejonck, and Herek.

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
BROWN PROPERTY ANNEXATION  
APPROXIMATELY 9.84 ACRES  
LOCATED AT 2537 G 3/8 ROAD  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 5<sup>th</sup> day of January 2022, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**BROWN PROPERTY ANNEXATION  
Perimeter Boundary Legal Description**

A parcel of land being a tract of land as described in Reception Number 2995999 said tract being a portion of Lots 41 & 42 of Pomona Park as described in Reception Number 12485 and a portion of the G 3/8 Road Right-of-Way described in a deed filed under Reception Number 1047999 and dedicated on said Pomona Park Plat, all situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado said parcel being more particularly described as follows:

Beginning at the center-south one-sixteenth (1/16) corner of said Section 34 and assuming the East line of said NE1/4 SW1/4 bears N00°02'12"W with all other bearings contained herein being relative thereto; thence S89°39'33"W along the South line of said NE1/4 SW1/4, also being the South line of said Lots 41 & 42 of Pomona Park, a distance of 758.65 feet; thence N00°02'59"W, a distance of 107.29 feet; thence N18°53'47"W, a distance of 371.74 feet; thence N00°12'27"W, a distance of 167.42 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 1047994; thence continuing N00°12'27"W, a distance of 2.00 feet; thence N89°45'26"E, a distance of 216.88 feet; thence N00°25'06"E, a distance of 15.95 feet; thence N89°45'26"E, a distance of 258.33 feet; thence S00°02'15"E, a distance of 2.00 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 12485; thence S89°45'26"W along said Southerly Right-of-Way line, a distance of 125.35 feet; thence the following three (3) courses around the perimeter of a parcel of land as described in Reception Number 2908328; S00°14'34"E, a distance of 189.00 feet; N89°45'26"E, a distance of 90.00 feet; N00°14'34"W, a distance of 189.00 to a point on said Southerly Right-of-Way line of G 3/8 Road; thence N89°45'26"E along said Southerly Right-of-Way line, a distance of 35.35 feet to the Northwest corner of a parcel of land as

described in Reception Number 2840205; thence S00°02'15"E along the West line of said parcel, a distance of 203.97 feet to the Southwest corner of said parcel; thence N89°45'50"E along the South line of said parcel, a distance of 403.99 feet to a point on the Westerly Right-of-Way line of 25 1/2 Road as dedicated on Reception Number 1373058 and said East line of the NE1/4 SW1/4 of Section 34; thence S00°02'12"E, along said West Right-of-Way line to the Point of Beginning.

Said parcel of CONTAINING 428,547 square feet or 9.84 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 16<sup>th</sup> day of February 2022; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 16<sup>th</sup> day of February 2022.

\_\_\_\_\_  
C.B. McDaniel  
President of the Council

ATTEST:

\_\_\_\_\_  
Laura Bauer  
Interim City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**APPROXIMATELY 9.84 ACRES  
LOCATED AT 2537 G 3/8 ROAD**

**WHEREAS**, on the 5<sup>th</sup> day of January 2022, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 16<sup>th</sup> day of February, 2022; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**BROWN PROPERTY ANNEXATION  
Perimeter Boundary Legal Description**

A parcel of land being a tract of land as described in Reception Number 2995999 said tract being a portion of Lots 41 & 42 of Pomona Park as described in Reception Number 12485 and a portion of the G 3/8 Road Right-of-Way described in a deed filed under Reception Number 1047999 and dedicated on said Pomona Park Plat, all situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado said parcel being more particularly described as follows:

Beginning at the center-south one-sixteenth (1/16) corner of said Section 34 and assuming the East line of said NE1/4 SW1/4 bears N00°02'12"W with all other bearings contained herein being relative thereto; thence S89°39'33"W along the South line of said NE1/4 SW1/4, also being the South line of said Lots 41 & 42 of Pomona Park, a distance of 758.65 feet; thence N00°02'59"W, a distance of 107.29 feet; thence N18°53'47"W, a distance of 371.74 feet; thence N00°12'27"W, a distance of 167.42 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 1047994; thence continuing N00°12'27"W, a distance of 2.00 feet; thence N89°45'26"E, a distance



of 216.88 feet; thence N00°25'06"E, a distance of 15.95 feet; thence N89°45'26"E, a distance of 258.33 feet; thence S00°02'15"E, a distance of 2.00 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 12485; thence S89°45'26"W along said Southerly Right-of-Way line, a distance of 125.35 feet; thence the following three (3) courses around the perimeter of a parcel of land as described in Reception Number 2908328; S00°14'34"E, a distance of 189.00 feet; N89°45'26"E, a distance of 90.00 feet; N00°14'34"W, a distance of 189.00 to a point on said Southerly Right-of-Way line of G 3/8 Road; thence N89°45'26"E along said Southerly Right-of-Way line, a distance of 35.35 feet to the Northwest corner of a parcel of land as described in Reception Number 2840205; thence S00°02'15"E along the West line of said parcel, a distance of 203.97 feet to the Southwest corner of said parcel; thence N89°45'50"E along the South line of said parcel, a distance of 403.99 feet to a point on the Westerly Right-of-Way line of 25 1/2 Road as dedicated on Reception Number 1373058 and said East line of the NE1/4 SW1/4 of Section 34; thence S00°02'12"E, along said West Right-of-Way line to the Point of Beginning.

Said parcel of CONTAINING 428,547 square feet or 9.84 Acres, more or less, as described and depicted on Exhibit A.

**INTRODUCED** on first reading on the 5<sup>th</sup> day of January 2022 and ordered published in pamphlet form.

**ADOPTED** on second reading the 16<sup>th</sup> day of February 2022 and ordered published in pamphlet form.

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C.B. McDaniel  
President of the Council

ATTEST:

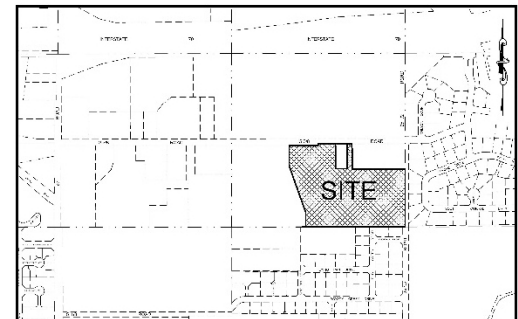
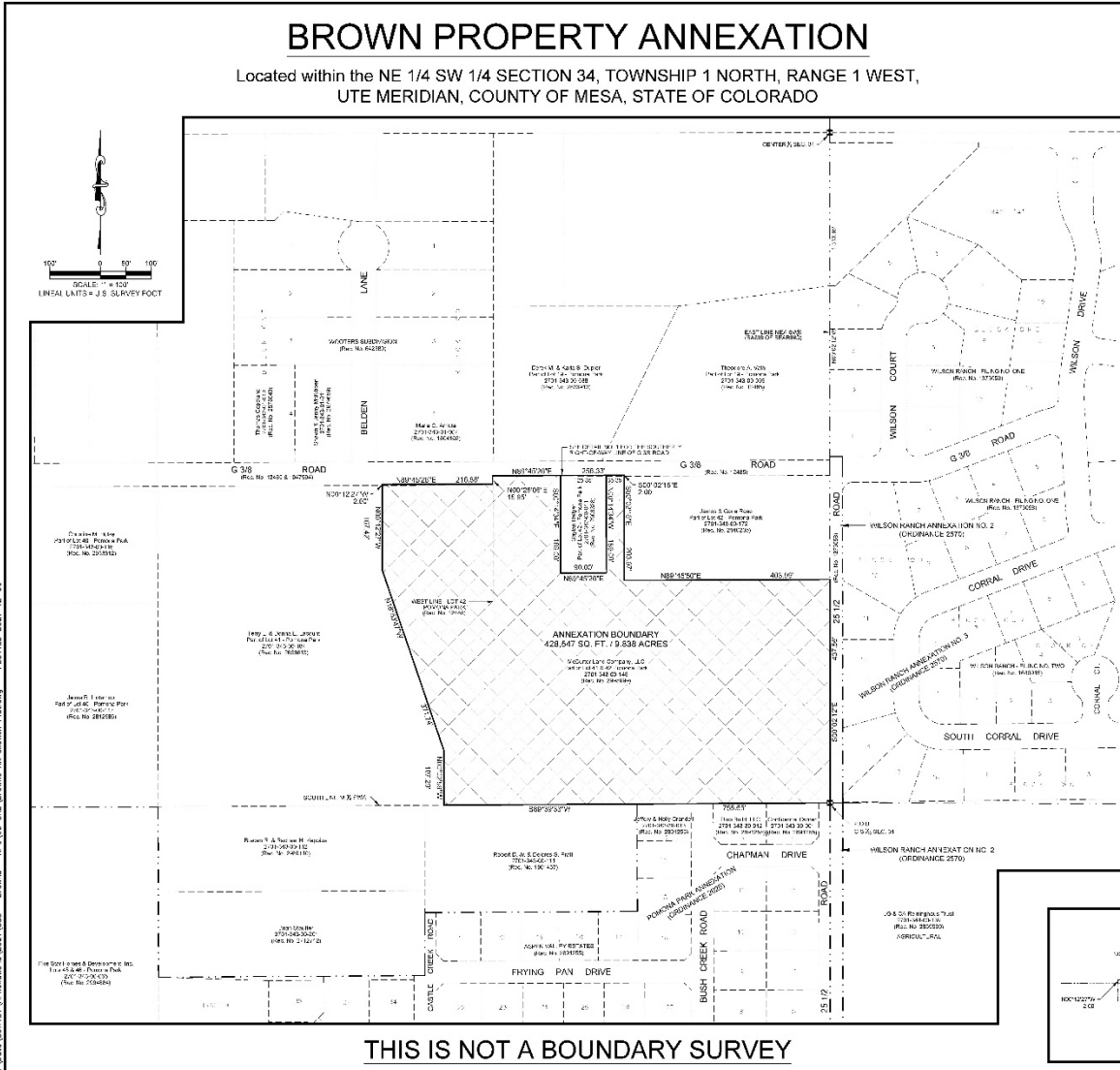
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Laura Bauer  
Interim City Clerk

# EXHIBIT A

## BROWN PROPERTY ANNEXATION

Located within the NE 1/4 SW 1/4 SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**SITE LOCATION MAP**  
SCALE: 1" = 100'

### LEGAL DESCRIPTION

A parcel of land being a tract of land as described in Reception Number 12485 and a portion of the G 3/8 Road Right-of-Way described in a deed filed under Reception Number 1047999 and dedicated on said Pomona Park Plat, all situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado said parcel being more particularly described as follows:

Beginning at the center-south one-sixteenth (1/16) corner of said Section 34 and assuming the East line of said NE1/4 SW1/4 bears N00°02'12"W with all other bearings contained herein being relative thereto; thence S89°39'32"W along the South line of said NE1/4 SW1/4, also being the South line of said Lots 41 & 42 of Pomona Park, a distance of 758.95 feet; thence N00°02'55"W a distance of 107.29 feet; thence N11°52'47"W, a distance of 371.74 feet; thence N00°12'27"W, a distance of 187.42 feet to a point on the Southern Right-of-Way Line of G 3/8 Road as described in Reception Number 1047999; thence continuing N00°12'27"W, a distance of 2.00 feet; thence N89°45'25"E, a distance of 118.98 feet; thence N00°23'01"E, a distance of 15.98 feet; thence N89°45'25"E, a distance of 259.33 feet; thence S00°02'15"E, a distance of 2.00 feet to a point on the Southern Right-of-Way Line of G 3/8 Road as described in Reception Number 12485; thence S89°45'25"W along said Southern Right-of-Way line, a distance of 125.35 feet; thence the following three (3) courses around the perimeter of a parcel of land as described in Reception Number 2965929: S89°44'24"E, a distance of 189.00 feet; N89°02'25"E, a distance of 90.00 feet; N00°4'34"W, a distance of 189.00 to a point on said Southern Right-of-Way line of G 3/8 Road; thence N89°46'25"E along said Southern Right-of-Way line a distance of 35.35 feet to the Northwest corner of a parcel of land as described in Reception Number 2342205; thence S00°02'12"E along the West line of said parcel, a distance of 203.97 feet to the Southwest corner of said parcel; thence N89°45'50"E along the South line of said parcel, a distance of 403.90 feet to a point on the Western Right-of-Way line of 25 1/2 Road as dedicated on Reception Number 1373058 and said East line of the NE1/4 SW1/4 of Section 34; thence S00°02'12"E, along said West Right-of-Way line to the Point of Beginning.

Said parcel of land CONTAINING **428,647** square feet or **9.81** Acres, more or less, as described.

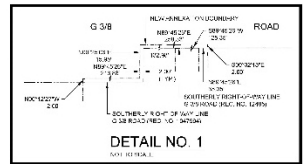
LEGEND	
ANNEXATION BOUNDARY	---
EXISTING CITY LIMITS	---

SURVEY ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
SEC.	SECTION
TOWNSHIP	TOWNSHIP
RANGE	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
REC.	RECEPTION
90 FT	SQUARE FOOT
±	GENERAL ANGLE
RAD.	RADIANS
ARC.	ARC LENGTH
CHD.	CHORD LENGTH
CB	CURVED BEARING
SR	SUBCOMPOUND
P.B.	PLAT BOOK
SR.	SHEET
PG.	PAGE
HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION	
ANNEXATION PERIMETER	3,036.00 FT.
CONTIGUOUS REMAINDER	515 FT.
AREA IN SQUARE FEET	428,647
AREA IN ACRES	9.81
AREA WITHIN R.O.W.	882.00 FT.
	0.12 ACRES

<b>ORDINANCE NO.</b>	XXXX
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<b>EFFECTIVE DATE</b>	NOVEMBER XX, 2021
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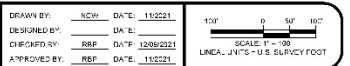
**NOTE:** THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SURVEYS MADE IN OPEN RECEPTIONS AS SET FORTH IN THE 50% OF THE MESA COUNTY CLERK'S RECORDS. THIS PLAN OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A NOTICE OF ESTABLISHING OR CONFIRMING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT  
STATE OF COLORADO - P.L.S. NO. 202058  
FOR THE CITY OF GRAND JUNCTION  
301 WEST JUPITER, SUITE C  
GRAND JUNCTION, CO. 81501

**THIS IS NOT A BOUNDARY SURVEY**

**NOTICE:** PROCEEDINGS TO CONVEY LAND MAY BE TAKEN OR BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SIGNATURE HEREON.

DRAWN BY: NCM DATE: 11/22/21  
DESIGNED BY: BAE DATE: 11/22/21  
CHECKED BY: RRP DATE: 12/08/21  
APPROVED BY: RRP DATE: 11/22/21



**PUBLIC WORKS ENGINEERING DIVISION**

**BROWN PROPERTY ANNEXATION**  
Location: Within the NE 1/4 SW 1/4 SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO.

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE ZONING THE BROWN PROPERTY ANNEXATION  
LOCATED AT 2537 G 3/8 ROAD  
TO R-4 (RESIDENTIAL – 4 DU/AC) ZONE DISTRICT**

Recitals:

The property owners have petitioned to annex 9.82 acres into the City limits. The annexation is referred to as the Brown Property Annexation.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Brown Property Annexation from County RSF-R (Residential Rural) to City R-4 (Residential – 4 dwelling units per acre) finding that the R-4 zone district conforms with the designation of Residential Low as shown on the Land Use Map of the Comprehensive Plan (Plan), the principles and strategies of the Plan and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-4 (Residential 4 dwelling units per acre) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code for the parcel as designated.

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

The following parcel in the City of Grand Junction, Mesa County, Colorado known as the Brown Property Annexation is hereby zoned R-4 (Residential 4 dwelling units per acre).

**2537 G 3/8 Road**

(Tax Parcel 2701-343-00-108)

A parcel of land being a tract of land as described in Reception Number 2995999 said tract being a portion of Lots 41 & 42 of Pomona Park as described in Reception Number 12485 and a portion of the G 3/8 Road Right-of-Way described in a deed filed under Reception Number 1047999 and dedicated on said Pomona Park Plat, all situated in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado said parcel being more particularly described as follows:

Beginning at the center-south one-sixteenth (1/16) corner of said Section 34 and assuming the East line of said NE1/4 SW1/4 bears N00°02'12"W with all other bearings contained herein

being relative thereto; thence S89°39'33"W along the South line of said NE1/4 SW1/4, also being the South line of said Lots 41 & 42 of Pomona Park, a distance of 758.65 feet; thence N00°02'59"W, a distance of 107.29 feet; thence N18°53'47"W, a distance of 371.74 feet; thence N00°12'27"W, a distance of 167.42 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 1047994; thence continuing N00°12'27"W, a distance of 2.00 feet; thence N89°45'26"E, a distance of 216.88 feet; thence N00°25'06"E, a distance of 15.95 feet; thence N89°45'26"E, a distance of 258.33 feet; thence S00°02'15"E, a distance of 2.00 feet to a point on the Southerly Right-of-Way Line of G 3/8 Road as described in Reception Number 12485; thence S89°45'26"W along said Southerly Right-of-Way line, a distance of 125.35 feet; thence the following three (3) courses around the perimeter of a parcel of land as described in Reception Number 2908328; S00°14'34"E, a distance of 189.00 feet; N89°45'26"E, a distance of 90.00 feet; N00°14'34"W, a distance of 189.00 to a point on said Southerly Right-of-Way line of G 3/8 Road; thence N89°45'26"E along said Southerly Right-of-Way line, a distance of 35.35 feet to the Northwest corner of a parcel of land as described in Reception Number 2840205; thence S00°02'15"E along the West line of said parcel, a distance of 203.97 feet to the Southwest corner of said parcel; thence N89°45'50"E along the South line of said parcel, a distance of 403.99 feet to a point on the Westerly Right-of-Way line of 25 1/2 Road as dedicated on Reception Number 1373058 and said East line of the NE1/4 SW1/4 of Section 34; thence S00°02'12"E, along said West Right-of-Way line to the Point of Beginning.

Said parcel of CONTAINING 428,547 square feet or 9.84 Acres, more or less, as described.

**INTRODUCED** on first reading this 2<sup>nd</sup> of February 2022 and ordered published in pamphlet form.

**ADOPTED** on second reading this 16<sup>th</sup> day of February 2022 and ordered published in pamphlet form.

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C.B. McDaniel  
President of the Council

ATTEST:

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Laura Bauer  
Interim City Clerk



## Grand Junction City Council

### Regular Session

Item #6.b.iii.

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**Meeting Date:** February 16, 2022  
**Presented By:** Scott Peterson, Senior Planner  
**Department:** Community Development  
**Submitted By:** Scott Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

An Ordinance Rezoning Lot 7, Block 5, Cimarron Mesa Subdivision - 16.70 Acres Total from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located South of Hwy 50 and West of B 1/2 Road

#### **RECOMMENDATION:**

The Planning Commission heard this item at its January 25, 2022 meeting and voted (6-0) to recommended approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Applewood South LLC, is requesting a rezone from R-4 (Residential - 4 du/ac) to R-8 (Residential – 8 du/ac) for a platted lot (Lot 7, Block 5, Cimarron Mesa Subdivision) totaling 16.70-acres located south of Hwy. 50 and west of B ½ Road in anticipation of future residential subdivision development. The requested R-8 zone district is consistent with the Comprehensive Plan Land Use Map designation of Residential Medium.

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

##### **BACKGROUND**

The subject property is situated south of Highway 50 and west of B ½ Road and Dos Rios Elementary School. The property is currently vacant. The applicant is seeking a change in zoning that implements the 2020 Grand Junction Comprehensive Plan and prepares for future residential subdivision development. The current City zoning for the property is R-4 (Residential 4 du/ac) which is neither consistent with nor implements the adopted Comprehensive Plan.

The purpose of the R-8 (Residential – 8 du/ac) zone district is to provide for medium-

high density attached and detached dwellings, two-family dwellings, and multi-family. R-8 is a transitional district between lower-density single-family districts and higher-density multi-family or business development. A mix of dwelling types is allowed in this district.

The request for a rezone anticipates future subdivision and development on the property. The Applicant seeks to develop a residential subdivision with a density range between 5.5 – 8 dwelling units an acre. Understanding that the Comprehensive Plan adopted in 2020 promotes growth through infill, the future land use requires a minimum density of 5.5 units per acre. The current zone district of R-4 (Residential – 4 du/ac) does not implement this goal, as the maximum permitted density (4 du/ac) is less than the minimum required by the Comprehensive Plan (5.5 du/ac). The R-4 zone district allows a minimum density of 2 du/acre while the proposed R-8 (Residential – 8 du/ac) zone district has a minimum density requirement of 5.5 units per acre that aligns well with and implements the land use designation of Residential Medium.

In addition to the R-8 (Residential – 8 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Medium (5.5 – 12 du/ac):

- a. R-12 (Residential – 12 du/ac)
- b. CSR (Community Services and Recreation)
- c. MXR-3 (Mixed Use Residential)
- d. MXG-3 (Mixed Use General)
- e. MXS-3 (Mixed Use Shopfront)

In reviewing the other zoning district options for implementing the Residential Medium land use designation, the CSR zone district also allows single-family detached development but at a minimum of 1-dwelling unit per acre, while the R-12 zone district allows for two-family dwelling units and multi-family development and the Mixed-Use zone districts allow for multi-family. Given the applicant's intent to build single-family residential homes, the R-12 or CSR would be the only zone districts able to implement the land use designation of Residential Medium.

The properties adjacent to the subject property to the north are zoned R-4 (Residential – 4 du/ac), which is also owned by the applicant, PD (Planned Development) for an existing manufactured home park, and R-8 (Residential – 8 du/ac), with a future land use designation of Residential Medium. The adjacent Antietam Subdivision to the west is zoned R-4 (Residential – 4 du/ac) with R-4 zoning also to the east and south for Dos Rios Elementary School and the existing Cimarron Mesa Subdivision. Also to the south are properties zoned R-2 (Residential – 2 du/ac).

#### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone and subdivision request was held on November 30, 2021, in accordance with Section 21.02.080 (e) & 21.02.070 (a) (2) (iv) of the Zoning and Development Code. The applicant's representative and City

staff were in attendance along with over twenty residents. A presentation of the rezone request to R-8 was made by the applicant's representative, along with information about the proposed subdivision which would have over 132 single-family detached and attached residential lots when fully built out between the applicant's two properties.

Those in attendance expressed concerns regarding increased traffic from the proposed addition of residential development into the neighboring subdivisions and the need for a signalized intersection at Highway 50.

The notice was consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with a new application sign on January 13, 2022. Mailed notice of the public hearings before the Planning Commission and the City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on January 14, 2022. The notice of the Planning Commission public hearing was published on January 18, 2022 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which provides that the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The existing platted lot is currently zoned R-4, (Residential – 4 du/ac). While the property owner could still develop under the R-4 zone district, they have requested a rezone to increase the residential density consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from Residential Medium Low (2 – 4 du/ac) under the 2010 Comprehensive Plan to Residential Medium. This change in land use designation now requires a minimum of 5.5 dwelling units per acre. Therefore, the current zoning of R-4 is not in compliance with Future Land Use designation. Therefore, the staff finds that this criterion is met.

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

The existing platted adjacent subdivisions of Antietam and Cimarron Mesa to the west and east are currently zoned R-4 (Residential – 4 du/ac) which is in compliance with their Comprehensive Plan Future Land Use map designations of Residential Low. Both subdivisions were platted and developed in 2005 and 2003 respectfully. The applicant's property requested to be rezoned to R-8 is designated as Residential Medium. However, the character of the area has not changed since 2005, with the exception of the proposed Tracys Village commercial development adjacent to Highway 50 located to the northeast of the applicant's property, which will also include a new Taco Bell restaurant. Final approvals and infrastructure installation for this subdivision and fast-



food restaurant will begin in the first quarter 2022. A new signalized intersection would also be installed at Palmer and Highway 50 with this commercial development. Therefore, staff finds that this criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the proposed R-8 zone district. Public sanitary sewer service, Ute Water domestic water service, Xcel Energy electrical and gas service are available near or to the site. Transportation infrastructure is also adequate to serve development of the type and scope associated with the R-8 zone district. The City Fire Department also expressed no concern about providing service for the additional density proposed by the rezone. Therefore, the staff finds that this criterion is met.

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

There is currently an inadequate supply of suitably designated land located on the southside of Highway 50 in this area that is zoned R-8. The applicant has requested a rezone to increase the residential density to be consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from Residential Medium Low (2 – 4 du/ac) under the 2010 Comprehensive Plan to Residential Medium in order to promote additional densities on existing vacant parcels of land to aid in the avoidance of leapfrog and sprawl development. This change in land use designation now requires a minimum of 5.5 dwelling units per acre. Therefore, the current zoning of R-4 is not in compliance with the Future Land Use designation. Therefore, the staff finds this criterion to be met.

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

The requested zone district of R-8 will provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of a growing community. The current property is vacant. By rezoning the property to R-8 which is in compliance with the 2020 Comprehensive Plan Future Land Use Map and developing at a minimum of 5.5 du/ac, it will provide for additional opportunities for housing to be constructed at a higher density. The community and area will also benefit from the potential for development of currently vacant parcels of land and underutilized site, close to an existing elementary school and commercial services along the Highway 50 corridor that, should it develop, will be required to meet current code standards for such subdivision improvements and other on-site improvements. Therefore, the staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes

are consistent with the vision, goals, and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-8 (Residential – 8 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Plan Principle 3: Responsible and Managed Growth
  - o Goal: Support fiscally responsible growth...that promotes a compact pattern of growth...and encourage the efficient use of land.
  - o Goal: Encourage infill and redevelopment to leverage existing infrastructure.
  - o The proposed rezone will provide for a higher density of development as allowed under the Comprehensive Plan nestled into an existing community where infrastructure is already available to the site.
  
- Plan Principle 5: Strong Neighborhoods and Housing Choices
  - o Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.
  - o The R-8 (Residential – 8 du/ac) allows for flexibility in the type of housing units that can be built per the Zoning & Development Code, allowing for both single-family attached and detached living units. With this ability, it becomes easier to add diversity to the City's housing stock.
  
- Plan Principle 6: Efficient and Connected Transportation
  - o Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
  - o The subject property is located south of Highway 50 and connects, or has the ability to connect, to existing and future commercial businesses located along the Highway 50 corridor. Dos Rios Elementary School is also located within walking distance of the proposed residential development.
  
- Plan Principle 8: Resource Stewardship
  - o Goal: Promote the use of sustainable development.
  - o Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the city. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure which is already available on the site of the proposed rezone.

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

After reviewing the Cimarron Mesa II Rezone request from R-4 (Residential 4 du/ac) to R-8 (Residential – 8 du/ac) for Lot 7, Block 5, Cimarron Mesa Subdivision, the following findings of facts have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
  
- 2) The request is consistent with the vision (intent), goals, and policies of the

Comprehensive Plan.

Therefore, the staff recommends approval of the request.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

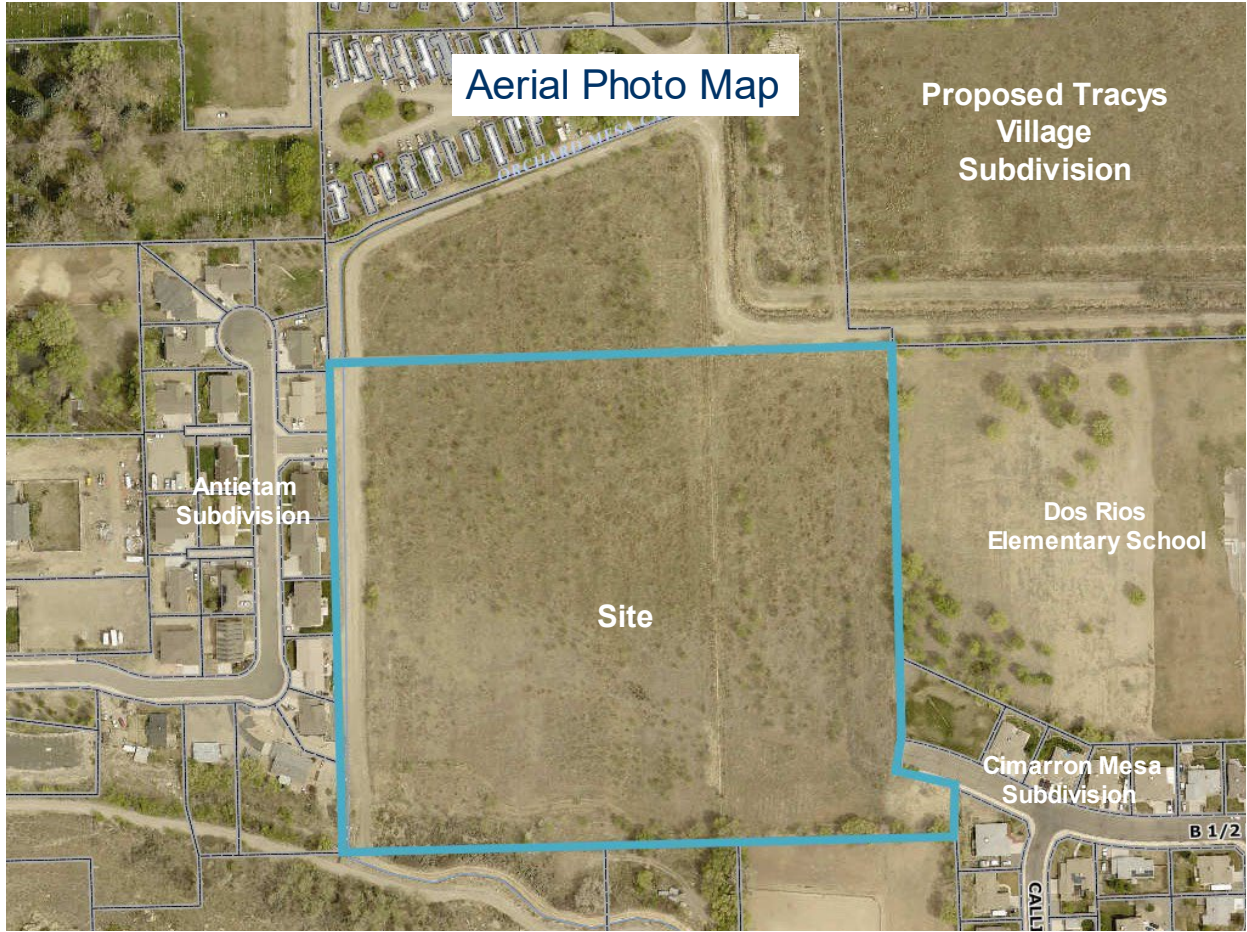
I move to (adopt/deny) Ordinance No. 5057, an ordinance rezoning from R-4 (Residential - 4 du/ac) to R-8 (Residential - 8 du/ac) for Lot 7, Block 5, Cimarron Mesa Subdivision, located south of Highway 50 and west of B ½ Road on final passage and order final publication in pamphlet form.

**Attachments**

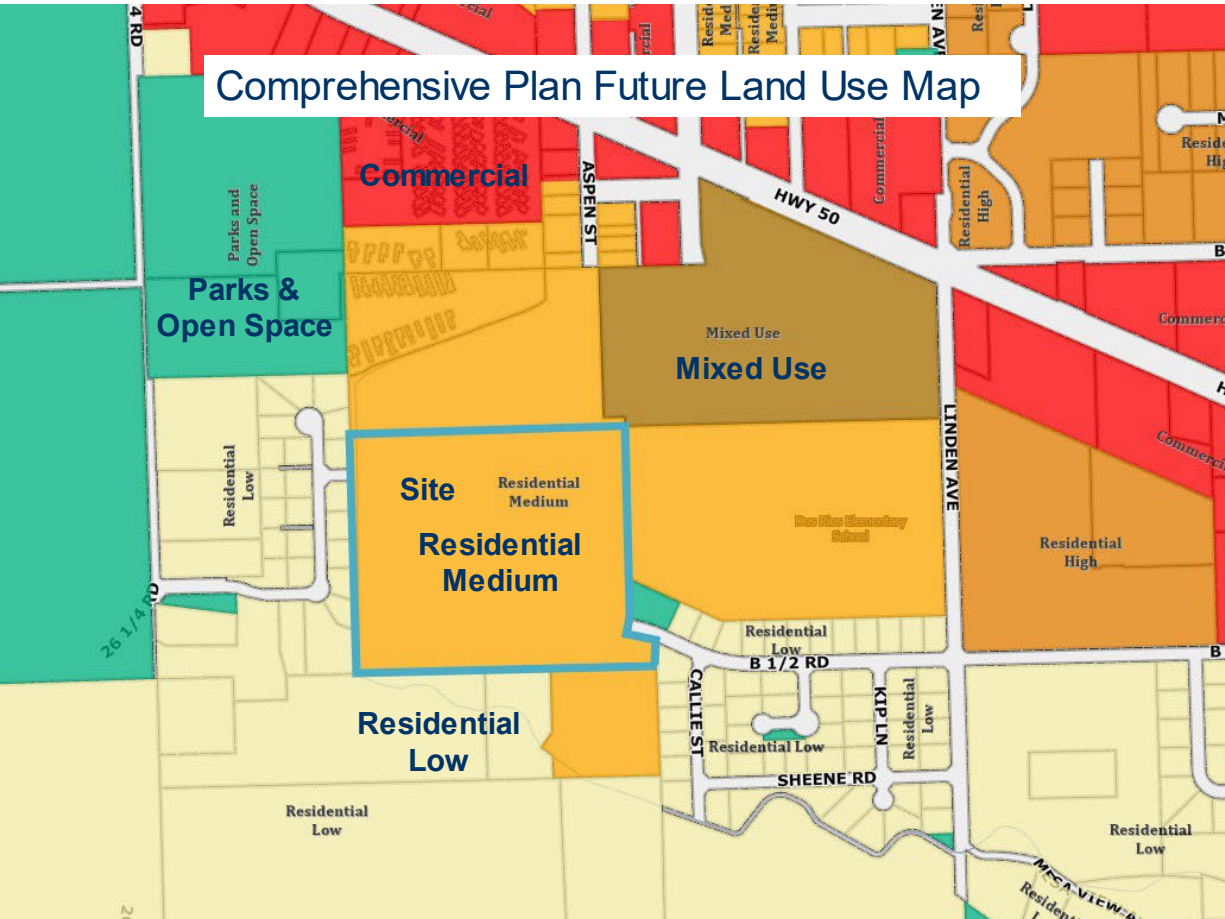
1. Site Location, Aerial & Zoning Maps, Etc (2)
2. Development Application Dated December 3, 2021
3. Correspondence Received from Applicant Removing Northern Lot from Rezone Consideration
4. Correspondence Received from Public
5. Planning Commission Minutes - 2022 - January 25 - Draft
6. Correspondence Received from Cimarron Mesa HOA Board
7. Correspondence Received from Cimarron Mesa HOA Board - Exhibits
8. Derek Email
9. Kozak Email
10. ORD-Cimmaron Rezone 020922

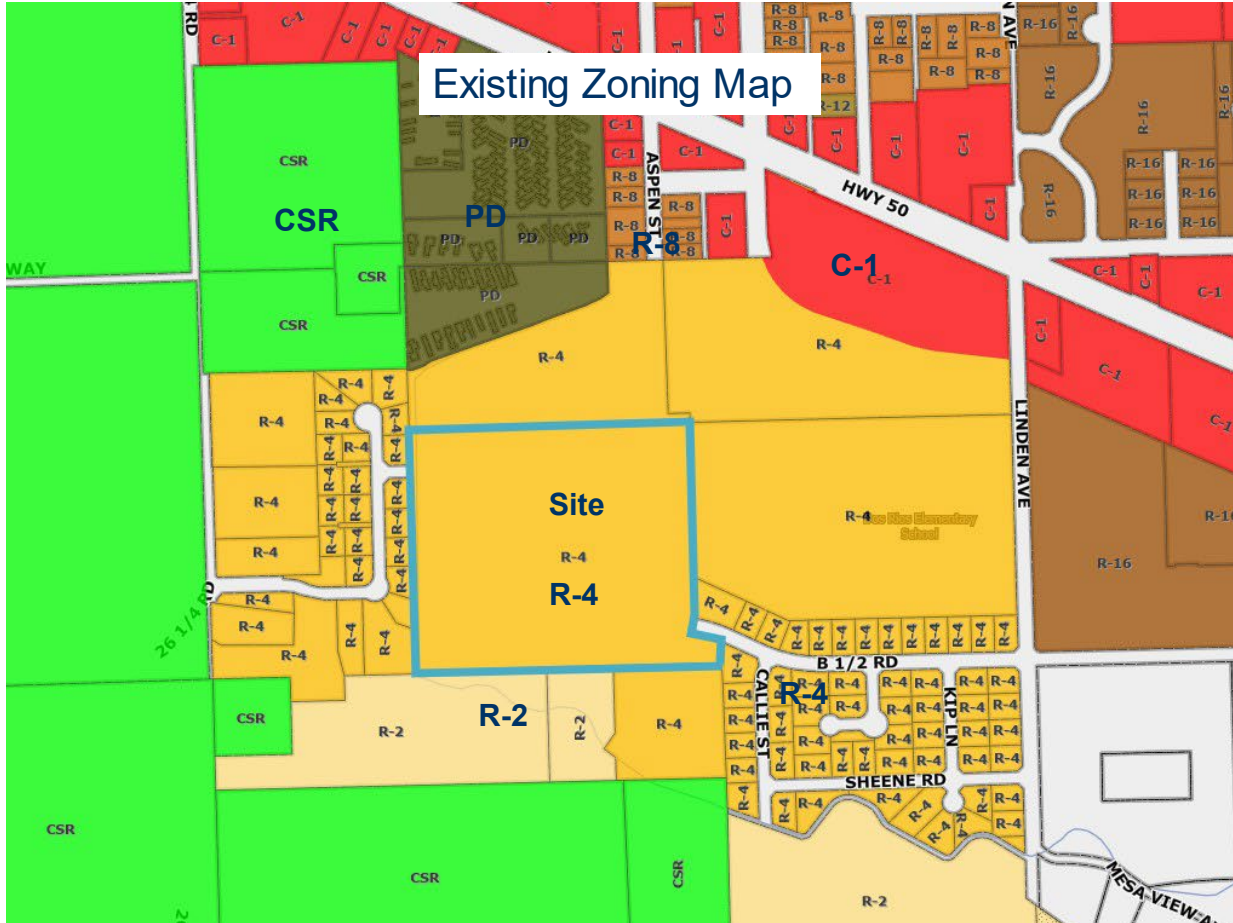






# Comprehensive Plan Future Land Use Map









**Google Maps Street view of property from B 1/2 Road, looking west – July 2012**



**Google Maps Street view of property from Vicksburg Avenue, looking east – July 2012**

# 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	<input type="text" value="Agricultural"/>	Existing Zoning	<input type="text" value="R-4"/>
Proposed Land Use Designation	<input type="text" value="Residential"/>	Proposed Zoning	<input type="text" value="R-8"/>

## Property Information

Site Location:	<input type="text" value="South of Highway 50 &amp; West of B 1/2 Road"/>	Site Acreage:	<input type="text" value="6.78 &amp; 16.7"/>
Site Tax No(s):	<input type="text" value="2945-261-36-001 &amp; 2945-262-39-007"/>	Site Zoning:	<input type="text" value="Agricultural"/>
Project Description:	<input type="text" value="Request to Rezone the two properties to R-8."/>		

## Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

## Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

## Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Signature of Legal Property Owner

Date

Date



**Project Narrative Rezone Application  
Cimarron Mesa  
Grand Junction, CO 81503  
November 2021**

**2829 North Ave. #105, Grand Junction, CO 81501  
Ph: 970-640-6913**



Date: November 10th, 2021

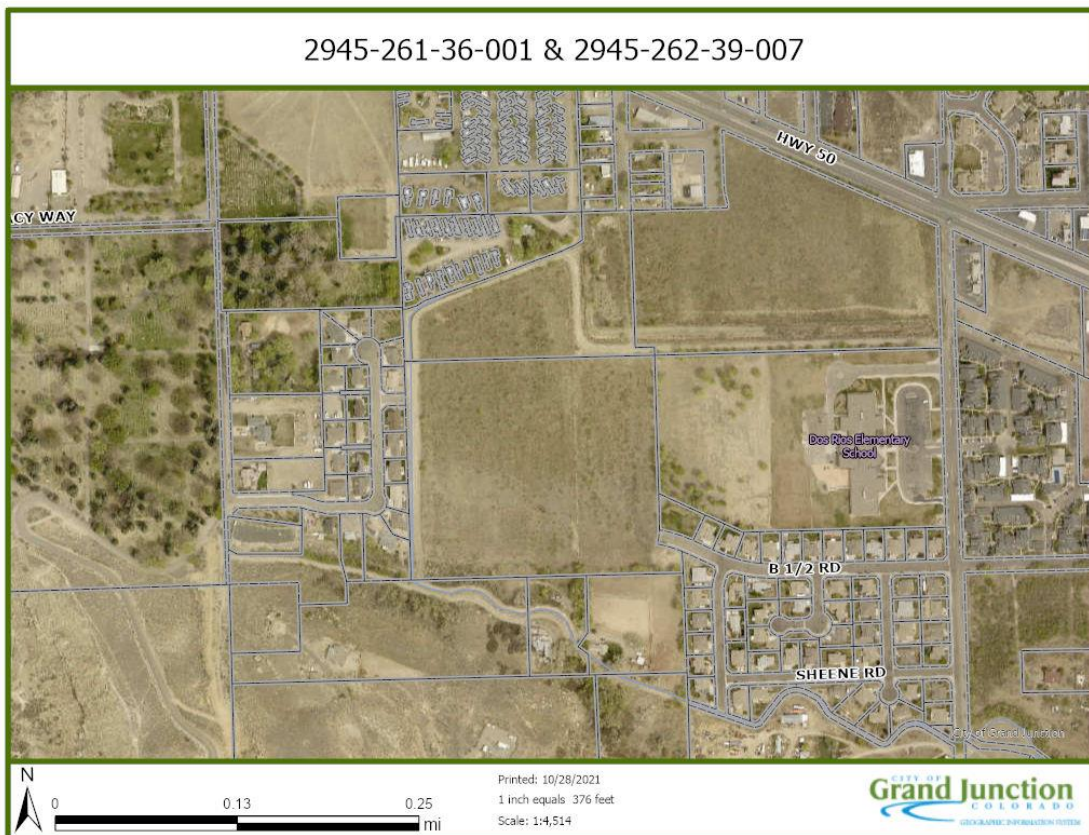
Prepared by: Kim Kerk, PM

Submitted to: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Project: Request to rezone from R-4 to R-8 (4-8 du/acre)

Property Address: South of Highway 50, Grand Junction, CO

Tax Schedule No.: # 2945-261-36-001 & 2945-262-39-007



**Project Applicant: Kim Kerk Land Consulting & Dev.**  
**Project Developer: Applewood South, LLC**

**2829 North Ave. #105, Grand Junction, CO 81501**  
**Ph: 970-640-6913**



**Project Narrative for Rezone Application  
Cimarron Mesa  
Grand Junction, Colorado**

**Introduction:** Proposed Rezone Request to R-8 (Residential 8- 8 units/acre).

**Property Locations/Zonings and Legal**

The subject properties are located at 2945-261-36-001 (parcel A) containing 6.78 acres and 2945-262-39-007 (parcel B) containing 16.7 acres, south of Highway 50 in Grand Junction, CO. The parcels are currently zoned R-4 (Residential-4 d/u acre). The developer is requesting to rezone the parcels to R-8 (8 d/u an acre). With an approved rezone the proposal for the subdivision is to build approximately 100+/- single family lots.

The legal description of this sites are as follows:

LOT 1 CARVILLE SIMPLE SUBDIVISION SEC 26 1S 1W - 6.78 AC

LOT 7 BLK 5 CIMARRON MESA SUBDIVISION SEC 26 1S 1W & AN UND INT IN TRACTS - 16.68AC

**Petitioners Intent:**

Applicant is requesting a rezone to R-8 (Residential 8- 8 units/acres). The 2020 GJ Comprehensive Plan designates this property as Residential Medium. Rezone of the property to R-8 (Residential 8-8 du/ac) is appropriate to the Residential Medium (RM) designation as Residential Medium encompasses density ranging from 5.5 to 12 d/u an acre.

Cimarron Mesa, the proposed subdivision, would include single family detached residential homes as well as pods of individually owned multi-family homes. The proposed number of homes is 100 plus, (73 is the minimum number of units required) and equates to an overall density of 5.61 d/u per acre.

**Development Schedule and Phasing:**

The subdivision development plan is to construct in 2 phases.

**Current Use/Site Characteristics:**

Currently the property is vacant.

**2829 North Ave. #105, Grand Junction, CO 81501  
Ph: 970-640-6913**





## 21.02.140 Code Amendment and Rezoning.

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

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

Subsequent events have invalidated the original premises as it did not account for the unforeseeable continual medium density growth along highway 50, which is now a densely populated Minor Collector in the Grand Junction 2020 Comprehensive Plan.

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

The character of the area has changed significantly. The proposed new neighborhood, Cimarron Mesa, is compatible with existing zoning to the north, south, east, and west and other neighboring properties. R-8 zoning is not only compatible with the neighborhood it is supported by the 2020 Comprehensive Plan designation Residential Medium (5.5 -12 d/u an acre). It creates a good transition from medium density to higher density on the east, bordering Dos Rios Elementary and R-16 zoning.

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

The impact on public facilities (i.e., schools, fire, police, roads, parks, etc.) is reasonable given the size of this development and considering that the project proposal is to develop within the recommended density of the 2020 Comprehensive Plan. Additionally, Impact Fees will be collected contributing to future needs such as schools and parks.

All utilities are available and have capacity to serve the proposed development.

Water- Ute Water

Sewer- City of Grand Junction

Irrigation Water- Orchard Mesa Irrigation District

Drainage- Grand Valley Drainage District

Fire Protection- City of Grand Junction

Police- City of Grand Junction

Communications- Charter and Century Link

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

Suitably designated land is becoming less & less available to meet the demand for R-8 (Residential 8 units per acre). The additional benefit of this proposed development is the promotion of infill and the reduction of leapfrog and/ or sprawling development.

**2829 North Ave. #105, Grand Junction, CO 81501**

**Ph: 970-640-6913**



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

The surrounding community will derive benefit from R-8 zoning simply because we are proposing a compatible and consistent neighborhood, instead of adding much higher or lower density in the middle of this medium density community. It does appear to be appropriate and transitional to develop medium density lots in this neighborhood that is mainly comprised of R-4 to R-8 zoning.

**2020 Comprehensive Plan definition of Residential Medium Designations:**

**Residential Medium Range of Density** • Between 5.5 and 12 dwelling units per acre. Characteristics • Comprised of residential uses with a range of housing types and densities. • Typically located in areas within walking distance of services and amenities and public transit. • Provides housing near commercial and employment areas. Land Uses • Primary: residential, home-based businesses. • Secondary: accessory dwelling units, shared common space, parks, schools, places of worship, home-based businesses, other public/institutional uses, other complementary neighborhood uses. Implementing Zone Districts • Residential-8 (R-8 du/ac) • Residential-12 (R-12 du/ac) • Community Services and Recreation (CSR) • Mixed Use Residential (MXR-3) • Mixed Use General (MXG-3) • Mixed Use Shopfront (MXS-3).

*In summary, the applicant respectfully submits to request a Rezone from City of Grand Junction Community Development Department from R-4 to R-8.*

*Thank you.*

**2829 North Ave. #105, Grand Junction, CO 81501  
Ph: 970-640-6913**



## **Legal Description**

LOT 1 CARVILLE SIMPLE SUBDIVISION SEC 26 1S 1W - 6.78 AC

LOT 7 BLK 5 CIMARRON MESA SUBDIVISION SEC 26 1S 1W & AN UND INT IN TRACTS - 16.68AC

## Neighborhood Meeting Sign In Sheet

<b>Date:</b>	<b>November 30th, 2021</b>		
<b>Subdivision:</b>	<b>Cimarron Mesa Subdivision</b>		
<u>Name</u>	<u>Email Address</u>	<u>Phone</u>	<u>Comments</u>
S. Toolson	sg.toolson@yahoo.com	970-361-8442	
Rich Toolson	rw.toolson@yahoo.com		
Athar Jameson	atharjameson2018@gmail.com		
Jack Jameson		970-234-2657	
Jamie Cucuiat	jcucuiat@icloud.com	970-250-4549	
Gary Ketchum	gapaake@netzero.com	970-261-2828	
CHANCE BARFOOT	CHANCE1BARFOOT@GMAIL.COM	470-799-9391	
Jemison Giezantanner	drem37@gmail.com	970-985-5941	
<del>Rusta-Jameson</del>		<del>970-314-7289</del>	
James Colby	itsJamesColby@gmail.com	970-261-4991	
Terry Strade	TstradeBGA@gmail.com	970-276-6948	
DOMINIC EDGINTON	DOMINIC.EDGINTON@GMAIL.COM	(210) 667-5369	
CARISSA EDGINTON	CEEDGINTON@07@GMAIL.COM	(210) 792-5406	
DON POTTER	dsp399@gmail.com	970-978-1192	
Kim Kerk	KimK355@outlook.com	970-640-6913	
Allison Hamel	allisonh355@outlook	970-314-9131	





## Cimarron Mesa Neighborhood Meeting – 11/30/2021

The meeting started at 5:30 pm. In attendance were 20 neighbors, 1 GJ City Planning employee, Scott Peterson and 2 project representatives, Kim Kerk and Allison Hamel, see attached sign-in sheet).

Kim Kerk, Project Manager (PM) is the representative working with team to coordinate project. All comments will be submitted to city for submittal process. The subdivision is for 117 +/- lots.

The developer is requesting a rezone to R-8 (Residential 8- 8 units/acres). Cimarron Mesa, the proposed subdivision, would include single family detached residential homes as well as pods of individually owned multi-family homes. The proposed number of homes is 100 +/-, (73 is the minimum number of units required) and equates to an overall density of 5.61 d/u per acre.

Questions and discussion points as follows:

1. How does the density compare to the subdivision on the East side of the project?
  - A. The subdivision on the East is very similar to the density that we are proposing for this project.
2. What homes will be built first?
  - A. Because we are in the early stages of planning & development, we are not sure. Single family homes will likely be built first, however, it also depends on Tracy's Village project that is located to the East.
3. Is electricity going to be installed above or underground?
  - A. All of the electric lines and cables will be undergrounded.
4. How many units will be built in the multi-family homes?
  - A. We are proposing three townhomes with 15 units each and 28 duplexes.  
What are you envisioning for the duplexes?
    - A. There will be a combination of 1 & 2 story duplexes.  
Will there be apartments?
      - A. No, there will not be any apartments.
5. How does Aspen St. connect into the proposed subdivision?
  - A. This street is part of the subdivision and will be built with the development of this project. The timeline on the development of this street is to be determined and will be built out when the houses in the northeast corner are developed.
6. What is the guarantee that the signalized intersection will be built on Palmer Street?
  - A. The Tracy's village project is very close to being approved by the City and this intersection is a requirement.
7. My concern is the heavy equipment that will be used during construction on B ½ road. Who will be responsible for the improvement of this street if/when it is needed?
  - A. Anyone can reach out to the City street team or Public Works to voice their concerns regarding street improvements.
8. When will construction begin, and how are you going to prepare the current homeowners for construction?
  - A. We estimate to start building homes around 2023. There will be a designated construction entrance before construction begins. Please feel free to reach out to

myself, Kim Kerk, or the City Planner, Scott Peterson, for any questions or concerns. We will also notify you if there are any updates or changes in the plans.

9. Are there any development plans for 26 ¼ road?
  - A. There are no proposed development or improvements for this street at this current time.
  - B. Where is the entrance from Highway 50 going to be?
  - C. The entrance from Highway 50 will be from Linden Ave. and Palmer Street.
  - D. Will B ½ road be accessible?
  - E. Yes, it will be accessible.
10. Could you please tell us who will be building the homes and if this subdivision will have an HOA.
  - A. The developer will bring in four to five different companies to build the homes. The existing Cimarron Mesa HOA eliminated these parcels from the HOA. We will create a new HOA for this subdivision and will work together to create consistencies within the neighborhoods.
11. Would it be possible to place speed bumps on Linden Avenue to slow traffic down?
  - A. The City does not like to do that.
12. Are there any plans for open space or parks?
  - A. There are not any proposed plans at this time. This is something that I could mention to the developer.
13. With the Rezone, are you proposing to build more homes than the current density of the property?
  - A. The current density allows for 4 units per acre. The proposed subdivision is planned to transition from lower density on the South end and expand to higher density in the North to match the existing neighborhoods.
14. Will there be irrigation available to the new subdivision?
  - A. Orchard Mesa Irrigation Company will supply irrigation water to the property. There is a 54-foot irrigation easement that runs along the West side of the parcels that will be narrowed down to about 25 feet. A pressurized irrigation system is proposed with the subdivision.

The meeting adjourned at 6:30 pm.

Both Scott Peterson and Kim Kerk expressed that they are available at any time by phone or email and will update them on any changes with the project going forward.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Applewood South, LLC, am the owner of the following real property:

(b) 2945-261-36-001 & 2945-262-39-007

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

[Empty box for other owners]

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) \_\_\_\_\_

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: [Signature]

Printed name of owner: Tim Foster, Managing Member, Applewood South, LLC

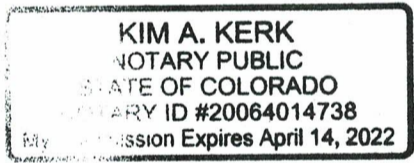
State of Colorado )

County of Mesa ) ss.

Subscribed and sworn to before me on this 1<sup>st</sup> day of November, 20 21  
by Tim Foster

Witness my hand and seal.

My Notary Commission expires on 04/14/2022



[Signature]  
Notary Public Signature

Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.

NOTICE TO THE  
PUBLIC  
REGARDING THE  
SCHEDULED  
MEETING OF THE  
BOARD OF SUPERVISORS





State Documentary Fee  
Date: September 29, 2021  
\$72.50

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

Grantor(s), **C. CHRIS CARNES AND CRYSTAL L. CARNES**, whose street address is **1172 23 1/2 RD, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$725,000.00) \*\*\*Seven Hundred Twenty Five Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **APPLEWOOD SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **301 EAST DAKOTA DRIVE, Grand Junction, CO 81507**, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

*TF*

**PARCEL A:**

**LOT 1 OF CARVILLE SIMPLE SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.**

**PARCEL B:**

**LOT 7 IN BLOCK 5 OF CIMARRON MESA SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **2650 B 1/2 ROAD, GRAND JUNCTION, CO 81503**

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

Signed this day of **September 29, 2021**.

*C. Chris Carnes*  
\_\_\_\_\_  
**C. CHRIS CARNES**

*Crystal L. Carnes*  
\_\_\_\_\_  
**CRYSTAL L. CARNES**

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

The foregoing instrument was acknowledged before me on this day of **September 29th, 2021** by **C. CHRIS CARNES AND CRYSTAL L. CARNES**

Witness my hand and official seal

My Commission expires: 11-15-21

*Julianna McNeill*  
\_\_\_\_\_  
Notary Public

JULIANNA MCNEILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19934017213  
My Commission Expires November 15, 2021  
County of Mesa

When recorded return to: **APPLEWOOD SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**301 EAST DAKOTA DRIVE, Grand Junction, CO 81507**



# City of Grand Junction Review Comments

**Date:** January 3, 2022      **Comment Round No.** 1      **Page No.** 1 of 4  
**Project Name:** Cimarron Mesa II Rezone      **File No:** RZN-2021-861  
**Project Location:** South of Hwy 50 & west of B ½ Road

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

**Property Owner(s):** Applewood South LLC – Attn: Tim Foster  
 **Mailing Address:** 301 E. Dakota Drive, Grand Junction, CO 81507  
 **Email:** [Timothyfoster57@gmail.com](mailto:Timothyfoster57@gmail.com)      **Telephone:** (970) 260-8785  
 **Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Representative(s):** Land Consulting & Development LLC – Attn: Kim Kerk  
 **Mailing Address:** 2829 North Avenue, Suite 105, Grand Junction, CO 81501  
 **Email:** [Kimk355@outlook.com](mailto:Kimk355@outlook.com)      **Telephone:** (970) 640-6913  
 **Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Developer(s):**  
 **Mailing Address:**  
 **Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
 **Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## CITY CONTACTS

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

# City of Grand Junction REQUIREMENTS (with appropriate Code citations)

## CITY PLANNING

1. Application is for a Rezone from R-4 (Residential – 4 du/ac) to R-8 (Residential – 8 du/ac) in anticipation of future residential subdivision development. Existing two (2) properties total 23.47 +/- acres in size. Comprehensive Plan Future Land Use Map identifies the properties as Residential Medium. The proposed R-8 (Residential – 8 du/c) Zone District is an applicable zone district within the Residential Medium category. No additional response required.

**Applicant's Response:**  
**Document Reference:**

2. Public Correspondence Received:

As of this date, City Project Manager has not received any additional public correspondence concerning the proposed rezone application, other than what was received at the Neighborhood Meeting on November 30, 2021. If any future correspondence is received, City Project Manager will forward to the applicant and representative for their information and file.

**Applicant's Response:**

**Document Reference:**

3. Planning Commission and City Council Public Hearings:

Planning Commission and City Council review and approval required for proposed Rezone request. City Project Manager will **tentatively** schedule application for the following public hearing schedule:

- a. Planning Commission review of request: January 25, 2022.
- b. First Reading of request by City Council: February 2, 2022.
- c. Second Reading of request by City Council: February 16, 2022.

Please plan on attending the January 25<sup>th</sup> Planning Commission meeting and the February 16<sup>th</sup> City Council Meeting. The February 2<sup>nd</sup> meeting you do not need to attend as that is only scheduling the hearing date and the item is placed on the Consent Agenda with no public testimony taken. Both the January 25<sup>th</sup> and February 16<sup>th</sup> meetings begin at 5:30 PM at City Hall in the Council Chambers.

If for some reason, applicant cannot make these proposed public hearing dates, please contact City Project Manager to reschedule for the next available meeting dates.

Code Reference: Sections 21.02.140 of the Zoning and Development Code.

**Applicant's Response:**

**Document Reference:**

**CITY SURVEYOR – Renee Parent – [reneep@gjcity.org](mailto:reneep@gjcity.org) (970) 256-4003**

---

Reviewed legal description for parcel to be rezoned.

The legal descriptions are not complete, the county and state need to be included and block needs to be spelled out. It would also be good to include the city. What was provided appeared to be an abbreviation from the GIS system. See below, similar to what appears in the Warranty Deed provided:

LOT 1, CARVILLE SIMPLE SUBDIVISION, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LOT 7, BLOCK 5, CIMARRON MESA SUBDIVISION, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

**Applicant's Response:**

**Document Reference:**

**CITY FIRE DEPARTMENT – Matt Sewalson – [mattse@gjcity.org](mailto:mattse@gjcity.org) (970) 549-5855**

---

The Grand Junction Fire Department has no comments for the proposed rezoning.

If you have any questions, call the Grand Junction Fire Department at 970-549-5800.

**Applicant's Response:**

**Document Reference:**

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](mailto:harry.middlemas@mesacounty.us) (970) 244-1656

---

MCBD has no objections to this project.

Applicant's Response:

**Review Agency:** Xcel Energy

**Contact Name:** Mike Castro

**Email / Telephone Number:** [Michael.a.castro@xcelenergy.com](mailto:Michael.a.castro@xcelenergy.com) (970) 244-2715

---

Xcel Energy has received an application for tentative load study and proposed facility locations.

Applicant's Response:

**Review Agency:** Ute Water Conservancy District

**Contact Name:** Jim Daugherty

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

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- No objection to rezone; however, it should be noted that the District has existing water facilities and recorded easements (presented on Subdivision Sketch) which have not been considered in the layout of the proposed subdivision. Easement language would prohibit the development of these improvements as proposed. Please contact David Priske (Ute Water District Engineer).
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
- If you have any questions concerning any of this, please feel free to contact Ute Water.

Applicant's Response:

## REVIEW AGENCIES

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

The following Review Agencies have responded with “No Comment.”

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1. City Development Engineer

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

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1. Orchard Mesa Irrigation District

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

1. **N/A.**

Date due: **N/A. Application will proceed to public hearing schedule.**

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**

**From:** [Tim Foster](#)  
**To:** [Scott Peterson](#)  
**Cc:** [Kim Kerk](#); [Mike Foster](#); [merlin@assetengineering.net](mailto:merlin@assetengineering.net); [Ivan Geer](#)  
**Subject:** Re: Pre-Application Review Comments - Cimarron Mesa II  
**Date:** Wednesday, January 12, 2022 11:04:30 AM

---

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Scott this is to follow up on our phone conversation earlier today. I will not rehash the details of our interactions to date with the city engineer but suffice to say after four months and multiple conversations on the phone and in person the last minute and new proposed requirement that we build roads here there and everywhere including crossing a rather large ditch simply make moving forward in our current format not feasible.

Therefore, please accept this e mail as the withdrawal of the northern parcel from any consideration. That parcel clearly fits with the properties to the north and potentially to the east. We will continue forward with the southern parcel or Lot 7 IN BLOCK 5 OF CIMARRON MESA SUBDIVISION. As this is the final portion of the Cimarron Mesa Subdivision the previously anticipated access points should suffice.

Thank you for your time and consideration if you have any questions or comments please feel free to contact me at your convenience.

Tim Foster

On Tue, Jan 11, 2022 at 11:49 AM Scott Peterson <[scottp@gjcity.org](mailto:scottp@gjcity.org)> wrote:

Kim,

See attached Pre-Application Review Comments that have been received so far in preparation for our meeting this afternoon at 3:30 PM.

See you then.

Scott Peterson

Senior Planner

City of Grand Junction

[scottp@gjcity.org](mailto:scottp@gjcity.org)



(970) 244-1447

**From:** [Tim Foster](#)  
**To:** [Scott Peterson](#)  
**Cc:** [Ivan Geer](#); [Kim Kerk](#); [Merlin Schreiner](#); [Mike Foster](#)  
**Subject:** Re: Cimarron Mesa II Rezone - RZN-2021-861  
**Date:** Thursday, January 13, 2022 2:52:54 PM

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**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

We are firm in our decision. We thought that made sense initially but given the level and variety of new exactions and requirements it makes sense to keep it simple. So we are only moving forward with the southern parcel as I informed you on the phone and in my e mail.

Lot 1 of the Carville subdivision is a very different parcel and does not fit with the southern parcel which I might note again is simply the completion of the Cimarron subdivision.

On Thu, Jan 13, 2022 at 2:37 PM Scott Peterson <[scottp@gjcity.org](mailto:scottp@gjcity.org)> wrote:

Tim,

I am in receipt of your email from yesterday, but I just wanted to verify that you still wish to remove the northern parcel (Lot 1, Carville Simple Subdivision) from your rezone request from R-4 to R-8. You mentioned that the intention was to market the property for sale, however, please keep in mind that whoever buys the property would more than likely need to rezone to R-8 in order to develop the site. Since you are going through the rezone process (public hearings) at this time for the southern parcel (Lot 7, Block 5, Cimarron Mesa Subdivision), you might want to consider keeping the northern parcel as part of the R-8 rezone request, but I will defer to your wishes if that is what you would like to do to only rezone one (1) of the parcels. Let me know your thoughts and if you would still like to proceed with only the rezone request for the southern parcel as I am in the process of finalizing my Staff Report in preparation for the January 25<sup>th</sup> Planning Commission meeting.

Thanks Tim.

Scott Peterson

Senior Planner

City of Grand Junction

[scottp@gjcity.org](mailto:scottp@gjcity.org)

(970) 244-1447

## Cimarron Mesa II Rezone - GJ Speaks Comments

Ribchard Toolson -

As a resident of the antitum subdivision traffic is a real concern. I understand the need for growth and the need for a more affordable housing model is need in the area. Knowing that more density would be a key aspect in accomplishing this goal. However, without the developer connecting aspen street to the main body of the subdivision the traffic on 26 1/4 Road will become an issue. The road is in very poor shape and is barely wide enough to accommodate two-way traffic. Combine this with the city's desire to keep this a peaceful quite area with slow speed limits and signs stating local traffic only after 10 pm because of the cemetery. The fact is that 26 1/4 road is the only road that has a turning light at highway 50 that can be accessed without back tracking. This will account for an addition once developed of 600-800 or more vehicles using this road. With funeral parties reducing the road to a one lane street at times there can be no doubt that accidents and or confrontations are going to happen for all of the reasons stated above. Personally, I would like to have the larger parcel left as it is currently zoned. However, the realities of the housing issues that are pervasive nationwide mean that this change will most likely take place. In conclusion at the very least a connection that bridges the drainage canal on aspen street is a necessity for the main development area of the two lots. this will enable use to the new Palmer Street interchange to access west bound lanes of highway 50. With addressing the substandard condition of 26 1/4 road and parking for funerals being dealt with in a thoughtful and timely manner as well.

James Morris -

Hello, I am concerned that this new zoning density will basically degrade the rural feeling of our neighborhood, with both subdivisions to the east and west zoned R4 and considering the Spyglass subdivision's density, this increase to R8 density will be out of character for this area. Along with it will be even more traffic and noise on B 1/2 Rd through my subdivision, which appears to be the proposed main access point. Does the city understand what the traffic is like on Linden and B 1/2 Rd during school operations? Especially the intersection of those two roads? I understand the willingness of the City of GJ management to adopt higher density to prevent increased urban sprawl however I certainly don't like the "packed in like sardines" effect of rezoning for increased density that changes the existing character of an area. Although it is "consistent" with the Land Use codes, those same codes should be applied with care and consideration of all factors, especially the existing character of a neighborhood and uniformity. Who made the ridiculous and inconsiderate decision to send notices only to people within 500 ft of the proposed site? The entire subdivisions of Cimarron Mesa and Antietam as well as other landowners in the area should have received the notices. Everyone that is going to be affected by the increased traffic and noise should have been informed. 500 ft is basically nothing considering the impact this construction will have on people living in this area. There is already very heavy traffic on US 50 in the mornings and afternoons when people transit to work and back. It is also the main route for people coming in to do business or shopping from the neighboring communities to the southeast of us. Increasing density is also contributing to increased traffic on this main thoroughfare in addition to what R4 zoning would have contributed. My thought is that if there is going to be a traffic signal and controlled intersection at Palmer and US Hwy 50 then it would provide an excellent and safer access point for the proposed subdivision. There are many children in this area and more traffic due to this new subdivision will make it less safe for them as well as others who walk for their health. I Do hope the planning commission and decision-making people will listen to the public and have consideration for our input. Thank you.

**GRAND JUNCTION PLANNING COMMISSION**  
**January 25, 2022, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, George Gatseos, Shanon Secrest, Sandra Weckerly, Melanie Duyvejonck, and Kimberly Herek.

Also present were Jamie Beard (Assistant City Attorney), Kristen Ashbeck (Principal Planner), Felix Landry (Planning Supervisor), Scott Peterson (Senior Planner), Senta Costello (Associate Planner) and Kalli Savvas (Planning Technician).

There were 19 members of the public in attendance and 2 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from December January 11, 2022.

**REGULAR AGENDA**

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**1. Brown Annexation Zoning**

**ANX-2021-585**

Consider a request by McCurter Land Company LLC to Zone 9.84 acres from County RSF-R (Residential Single Family Rural) to R-4 (Residential 4 dwelling units per acre).

Commissioner Scissors excused himself from this item.

**Staff Presentation**

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

**Applicant Presentation**

Tracy States, River City Consultants, was present and available for questions.

**Questions for Applicant or Staff**

Commissioner Weckerly and Teske asked question about the public comment road design. Commissioner Gatseos read a public comment submitted by email.

**Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, January 18, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

The public hearing was closed at 5:49 p.m. on January 25, 2022.

## **Discussion**

Commissioner Gatseos stated that this project supports the comprehensive plan and that he has concerns for the ingress/egress.

## **Motion and Vote**

Commissioner Duyvejonck made the following motion Mr. Chairman, on the Zone of Annexation request for the property located at 2537 G-3/8 Road, City file number ANX-2021-585, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Commissioner Weckerly seconded the motion. The motion carried 5-0. Teske, Gatseos, Weckerly, Duyvejonck, and Herek.

## **2. Cimarron Mesa II Rezone **RZN-2021-861****

Consider a request by Applewood South LLC to rezone two (2) properties (Lot 1, Carville Simple Subdivision & Lot 7, Block 5, Cimarron Mesa Subdivision - 23.47-acres total) from R-4 (Residential - 4 du/ac) to R-8 (Residential – 8 du/ac) located south of Hwy. 50 and west of B ½ Road.

### **Staff Presentation**

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

### **Applicant Presentation**

Kim Kerk, the applicant was present.

### **Questions for Applicant or Staff**

Kim Kerk responded to the public comment.

Kim Kerk stated that the R-8 zoning would not be at max.

Kim Kerk stated that they are working to meet the density.

Commissioner Weckerly asked to see the comprehensive plan overlay zone.

Commissioner Secrest asked about the access points.

Commissioner Gatseos asked the applicant about the R-8 zoning.

Commissioner Teske asked about if there are 80 units or 92 units to better understand the density.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, January 18, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

A individual made comment that the acreage is different than originally presented and asked for additional traffic testing, stated that one of the access points is a cemetery and the other access point does not have good sidewalks.

The public hearing was closed at 6:18 p.m. on January 25, 2022.



## **Discussion**

Commissioner Gatseos made a comment that the applicant is coming in at the lower range of density for this area.

## **Motion and Vote**

Commissioner Secrest made the following motion Mr. Chairman, on the Rezone request for the Cimarron Mesa II Rezone for Lot 7, Block 5, Cimarron Mesa Subdivision, located south of Highway 50 and west of B ½ Road, City file number RZN-2021-861, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Commissioner Herek seconded the motion. The motion carried 6-0. Teske, Secrest, Gatseos, Weckerly, Duyvejonck, and Herek.

### **3. GJ Regional Center Group Home Rezone **File # RZN-2021-733****

Consider a request by the State of Colorado, acting by and through the Department of Personnel and Administration for the use and benefit of the Department of Human Services (the "Department of Human Services of CO") to 2.4 acres from R-4 (Residential 4 du/ac) to R-5 (Residential 5 du/ac), located at 639 Pioneer Road.

#### **Staff Presentation**

Senta Costello, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Applicant Presentation**

The applicant was present and available for questions.  
The applicant stated that the only connection would be pioneer road.

#### **Questions for Applicant or Staff**

Commissioner Gatseos asked about the historical location designations and zoning.

#### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, January 18, 2022, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Robert Lewis made a comment about the road and traffic.

Kevin Beaker, made a comment about the traffic.

Dustin Littlejohn asked a question online.

The public hearing was closed at 6:38 p.m. on January 25, 2022.

## **Discussion**

Commissioner Gatseos and Teske made comment in support based off the comprehensive plan, and that the applicant is making effort to respond the concerns.

### **Motion and Vote**

Commissioner Herek made the following motion Mr. Chairman, on the rezone for the property located at 639 Pioneer Road, City file number RZN-2021-733, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.

Commissioner Secrest seconded the motion. The motion carried 6-0. Teske, Secrest, Gatseos, Weckerly, Duyvejonck, and Herek

### **4. Other Business**

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None.

### **5. Adjournment**

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Commissioner Weckerly moved to adjourn the meeting. Commissioner Secrest seconded the motion. The vote to adjourn was 6-0. Secrest, Gatseos, Secrest, Weckerly, Duyvejonck, and Herek.

The meeting adjourned at 6:43 p.m.

DRAFT

2/14/22

To: Grand Junction City Council

From: Cimarron Mesa Homeowners' Association Board, board@cimarronmesahoa.org

Re: Rezone Lot 7, Block 5, Cimarron Mesa Subdivision - 16.70-acres total from R-4 (Residential - 4 du/ac) to R-8 (Residential – 8 du/ac)

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On 11/30/2021 a neighborhood meeting was held at Dos Rios Elementary School to inform of a proposed development of 2 parcels west of the school including a rezone of the area from its current designation of R-4 to R-8. Attendees were informed the development would contain approximately 132 residential structures on an area of approximately 23 acres. The plan showed access to the development would be Vicksburg Avenue from the west and B ½ Road from the east. No access to the development from the north was represented. (Exhibits A1 and A2)

“Those in attendance expressed concerns regarding increased traffic from the proposed addition of the residential development into the neighboring subdivisions and the need for a signalized intersection at Highway 50.” (Paragraph 2, Page 3, Grand Junction City Staff Report dated 1/25/22)

Scott Peterson of the City of Grand Junction presented the meeting with a map of the Tracy's Village Subdivision on the adjacent parcel to the northeast of the proposed development. This subdivision is currently under construction and will include a road (Stacey Drive) that will dead end at the property line of the proposed development. The developer's representative was unaware of the Tracy's Village subdivision or the construction of Stacey Drive. Peterson also informed the meeting that a traffic light is planned to be installed at the intersection of Highway 50 and Palmer Street. (Exhibits B1 and B2).

On 1/25/22 this development was presented to the Grand Junction planning commission. At the neighborhood meeting on 11/30/21 a development of 2 parcels of approximately 23 acres had been presented. On 1/25/22 only 1 parcel of 16.7 acres was presented to the commission for rezone consideration. The parcel presented was originally platted in 2003 as the second phase of the Cimarron Mesa Subdivision (Exhibits C1, C2, and C3).

Included in the documents presented to the Planning Commission is an email chain between the developer and Scott Peterson. On 1/12/22 the developer said he no longer wishes to develop the north parcel as “...the last minute and new proposed requirement that we build roads here there and everywhere including crossing a rather large ditch simply make moving forward in our current format not feasible. Therefore, please accept this e mail as the withdrawal of the northern parcel from any consideration. That parcel clearly fits with the properties to the north and potentially to the east. We will continue forward with the southern parcel or Lot 7 IN BLOCK 5 OF CIMARRON MESA SUBDIVISION. As this is the final portion of the Cimarron Mesa Subdivision the previously anticipated access points should suffice.” (Exhibit D1)

On 1/13/22 the developer said, “So we are only moving forward with the southern parcel as I informed you on the phone and in my e mail. Lot 1 of the Carville subdivision is a very different parcel and does not fit with the southern parcel which I might note again is simply the completion of the Cimarron subdivision.” (Exhibits D2)

The southern parcel, the currently proposed development site, is zoned R-4, the same as when it was originally plotted in 2003. The current Cimarron Mesa subdivision to the east is zoned R-4. The Antietam subdivision to the west is zoned R-4. B ½ Road and Vicksburg Ave were designed to accommodate developments of R-4 zoning. (Exhibit E1)

Included for consideration to the planning commission on 1/25/22 were photographs of B ½ Road and Vicksburg Avenue at their current dead-ends to the south parcel. Not included was any information about the feeder streets that lead to these access points:

1. 26 ¼ Rd from Gettysburg Street to Hwy 50 is an unmarked 2 lane road without shoulders which passes through the Orchard Mesa Cemetery. (Exhibits F1 and F2)
2. B ½ Road from Linden Avenue to 27 Road is an unmarked 2 lane road that passes the Monument Ridge Town Homes. The north shoulder is used for parking and the north sidewalk is a designated school walk route. There is no shoulder on the south side. The road is also a signed bike route (pink route). There is no designated bicycle travel lane. (Exhibit G1)
3. Linden Avenue from B ½ Road to Highway 50 is a 2-lane road with painted lane separation. Dos Rios Elementary School is on the west. Monument Ridge Town Homes are on the east. The intersection with Highway 50 is uncontrolled. Both sides of the street are designated school walk routes. (Exhibit H1)

The proposed rezone to R-8 would **require** a minimum of 5.5 residential units per acre and allow a maximum of 8 residential units per acre.

Cimarron Mesa	15.55 Acres	54 residences	3.47/Ac
Antietam	9.10 Acres	23 residences	2.52/Ac
Total Currently Developed	24.65 Acres	77 residences	3.12/Ac
Proposed Development R-4	16.70 Acres	max 66 residences	3.95/Ac
Proposed Development R-8	16.70 Acres	min 92, max 133	5.50/Ac, 7.96/Ac

R-8 zoning would **require** at a minimum that units totaling 119% (92/77) of the existing residences in the area be constructed on a parcel only 67.7% (16.70/24.65) of the existing developed land, thus drastically changing the character and density of the area. The 2020 Grand Junction Comprehensive Plan identifies the long-term plan for the subject parcel as ‘Residential Medium’. Grand Junction Municipal Code 21.03.020(d) and 21.03.040(e) identify R-4 zoning as “medium-low density”. **Therefore, there is no compelling argument that rezoning should occur to satisfy the objectives of the Comprehensive Plan as it is already appropriately zoned.**

Zoning District	RESIDENTIAL							
	Low				Medium		High	
	Rural	Estate	RL	RML	RM	RMH	RH-MU	UR RH- MU
	RR	•	•	•	•			
R-E	•	•	•	•				
R-1	•	•	•	•				
R-2	•	•	•	•				
R-4	•	•	•	•	•	•		
R-5	•	•	•	•	•	•		
R-8					•	•		
R-12					•	•		
R-16						•	•	•
R-24+							•	•

Grand Junction Municipal Code 21.03.020(d)

The subject parcel has been designated an R-4 subdivision since it was originally platted in 2003. The traffic facilities in the area are inadequate to safely absorb the increased vehicle traffic that would accompany a rezone to R-8.

When asked to assist with traffic mitigation concerns, the developer decided instead to strike an existing parcel from the proposal even though a road is currently being constructed by the developer of a neighboring parcel which would provide direct mitigation options.

The developer has declined to consider investments to the property to minimize the negative effects on safety and wellbeing of surrounding residents yet is requesting the city to grant an unnecessary rezone which would provide the developer a significant monetary benefit.

From the 1/13/22 email, “So we are only moving forward with the southern parcel as I informed you on the phone and in my e mail. Lot 1 of the Carville subdivision is a very different parcel and does not fit with the southern parcel which I might note again is simply the completion of the Cimarron subdivision.”

**We do not object to “simply the completion of the Cimarron subdivision”; however, what is being proposed is not “simply the completion”. The existing Cimarron Mesa HOA strongly opposes this rezone without a traffic mitigation strategy. For the reasons stated above, we ask the council to consider the effect of this rezone more thoroughly before blindly accepting the recommendation of the Planning Commission.**

## Exhibits

- A1. Proposed development presented at 11/30/21 neighborhood meeting by Kim Kerk
- A2. Proposed parcels presented at 11/30/21 neighborhood meeting by Kim Kerk
- B1. Tracy's Village subdivision presented at 11/30/21 neighborhood meeting by Scott Peterson
- B2. Overlay of Tracy's Village on proposed parcels
- C1. Site Location Map presented at 1/25/22 Planning Commission meeting, "Site Location, Aerial & Zoning Maps"
- C2. 2003 plat of parcel in Cimarron Mesa Subdivision, Mesa County Assessor
- C3. Overlay of Tracy's Village subdivision on Site Location Map
- D1. Email conversation 1/12/22 from agenda of 1/25/22 Planning Commission Meeting, "Correspondence Received From Applicant Removing Northern Lot from Rezone Consideration"
- D2. Email conversation 1/13/22 from agenda of 1/25/22 Planning Commission Meeting, "Correspondence Received From Applicant Removing Northern Lot from Rezone Consideration"
- E1. Current Zoning Map, Grand Junction City GIS
- F1. Photo of 26 ¼ Rd at Gettysburg St looking north
- F2. Photo of 26 ¼ Rd at Legacy Way looking south
- G1. Photo of B ½ Rd at Linden Ave looking east
- H1. Photo of Linden Ave at B ½ Rd looking north





Exhibit A2











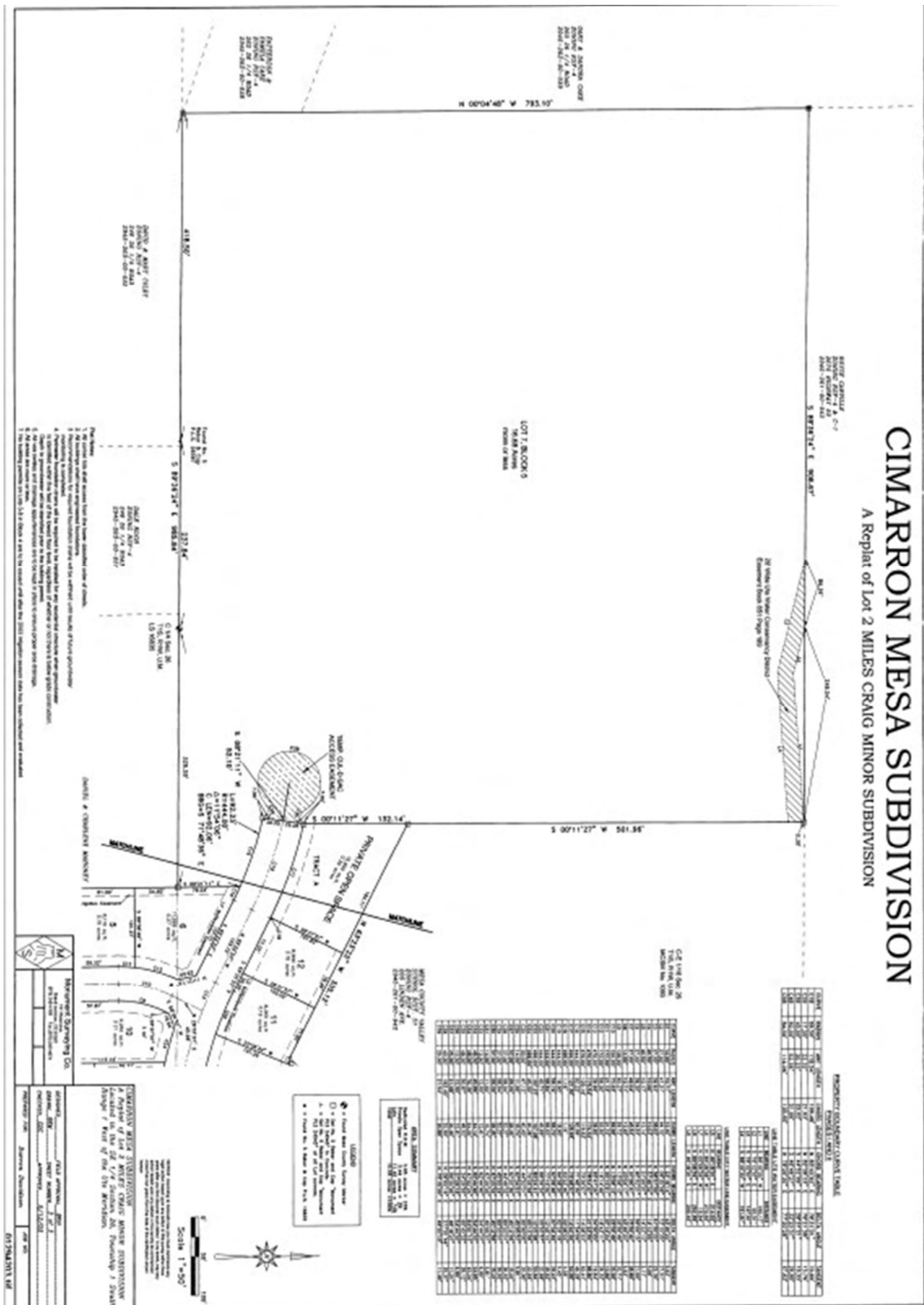


# Exhibit C1



# CIMARRON MESA SUBDIVISION

A Replat of Lot 2 Miles Craig Minor Subdivision









# Exhibit D1

**From:** [Tim Foster](#)  
**To:** [Scott Peterson](#)  
**Cc:** [Kim Kerk](#); [Mike Foster](#); [merlin@assetengineering.net](#); [Ivan Geer](#)  
**Subject:** Re: Pre-Application Review Comments - Cimarron Mesa II  
**Date:** Wednesday, January 12, 2022 11:04:30 AM

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Thank you for your time and consideration if you have any questions or comments please feel free to contact me at your convenience.

Tim Foster

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Kim,

See attached Pre-Application Review Comments that have been received so far in preparation for our meeting this afternoon at 3:30 PM.

See you then.

Scott Peterson

Senior Planner

City of Grand Junction

[scottp@gjcity.org](mailto:scottp@gjcity.org)



# Exhibit D2

**From:** [Tim Foster](#)  
**To:** [Scott Peterson](#)  
**Cc:** [Ivan Geer](#); [Kim Kerk](#); [Merlin Schreiner](#); [Mike Foster](#)  
**Subject:** Re: Cimarron Mesa II Rezone - RZN-2021-861  
**Date:** Thursday, January 13, 2022 2:52:54 PM

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We are firm in our decision. We thought that made sense initially but given the level and variety of new exactions and requirements it makes sense to keep it simple. So we are only moving forward with the southern parcel as I informed you on the phone and in my e mail.

Lot 1 of the Carville subdivision is a very different parcel and does not fit with the southern parcel which I might note again is simply the completion of the Cimarron subdivision.

On Thu, Jan 13, 2022 at 2:37 PM Scott Peterson <[scottp@gjcity.org](mailto:scottp@gjcity.org)> wrote:

Tim,

I am in receipt of your email from yesterday, but I just wanted to verify that you still wish to remove the northern parcel (Lot 1, Carville Simple Subdivision) from your rezone request from R-4 to R-8. You mentioned that the intention was to market the property for sale, however, please keep in mind that whoever buys the property would more than likely need to rezone to R-8 in order to develop the site. Since you are going through the rezone process (public hearings) at this time for the southern parcel (Lot 7, Block 5, Cimarron Mesa Subdivision), you might want to consider keeping the northern parcel as part of the R-8 rezone request, but I will defer to your wishes if that is what you would like to do to only rezone one (1) of the parcels. Let me know your thoughts and if you would still like to proceed with only the rezone request for the southern parcel as I am in the process of finalizing my Staff Report in preparation for the January 25<sup>th</sup> Planning Commission meeting.

Thanks Tim.

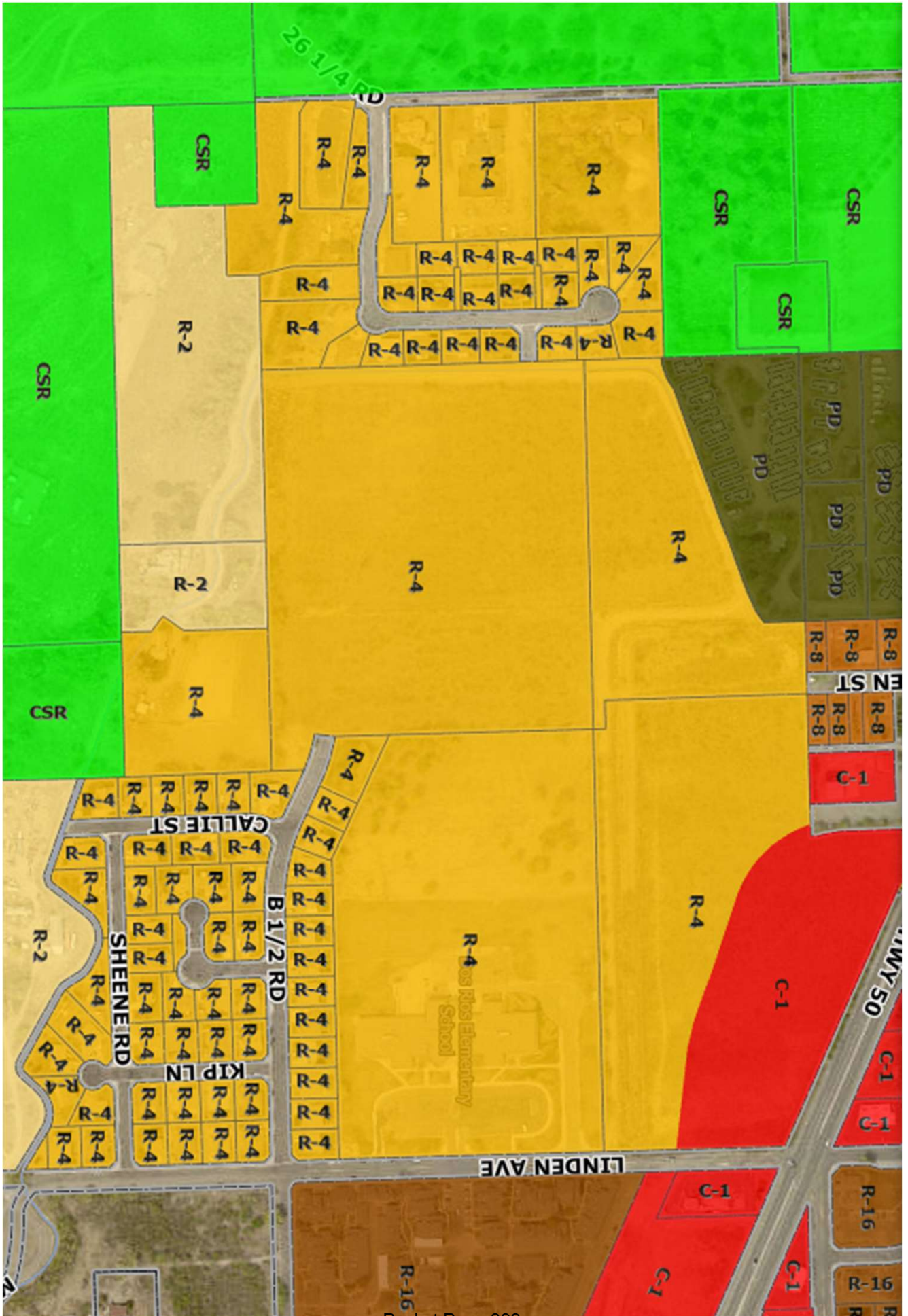
Scott Peterson

Senior Planner

City of Grand Junction

[scottp@gjcity.org](mailto:scottp@gjcity.org)

# Exhibit E1





# Exhibit F1

1/31/22

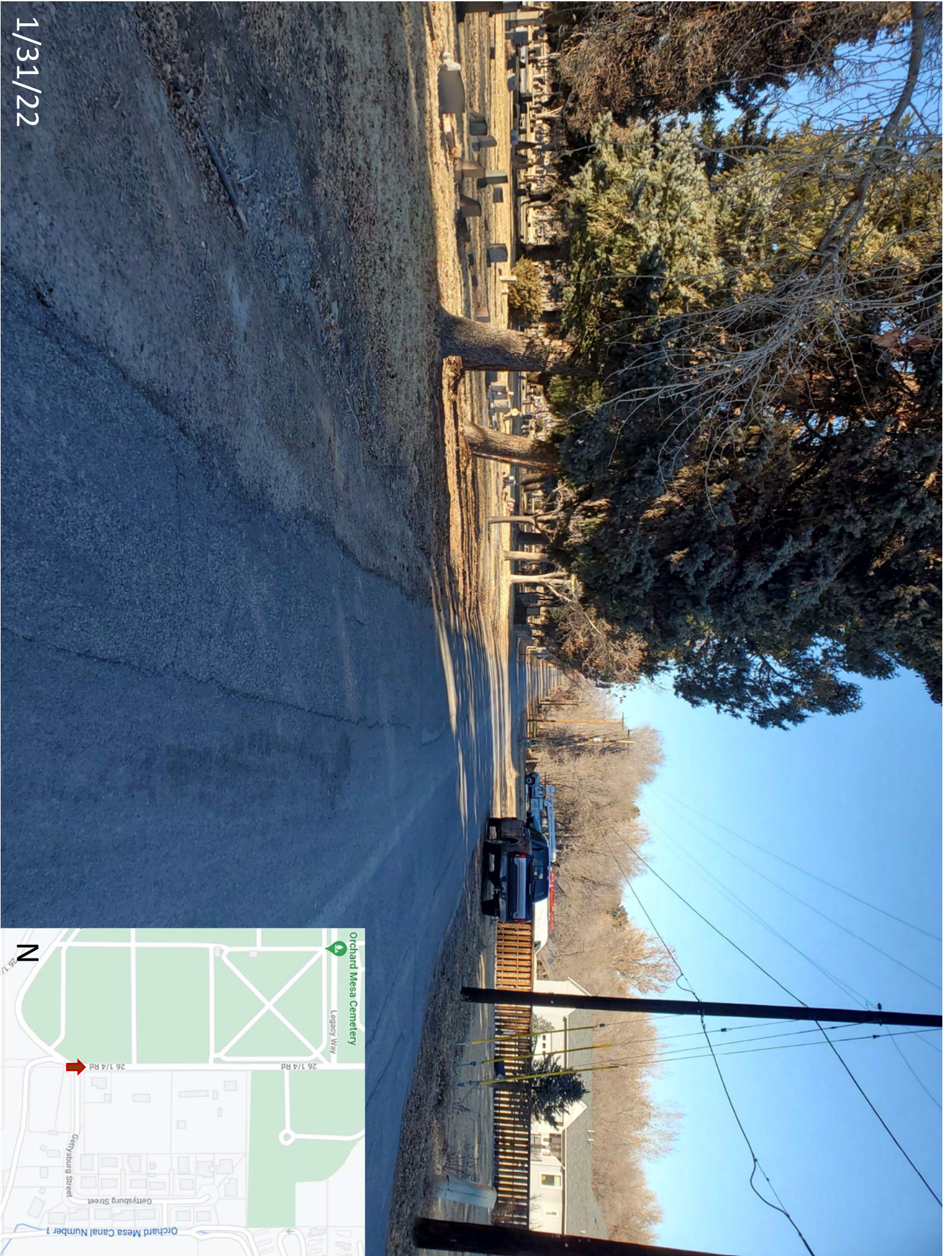
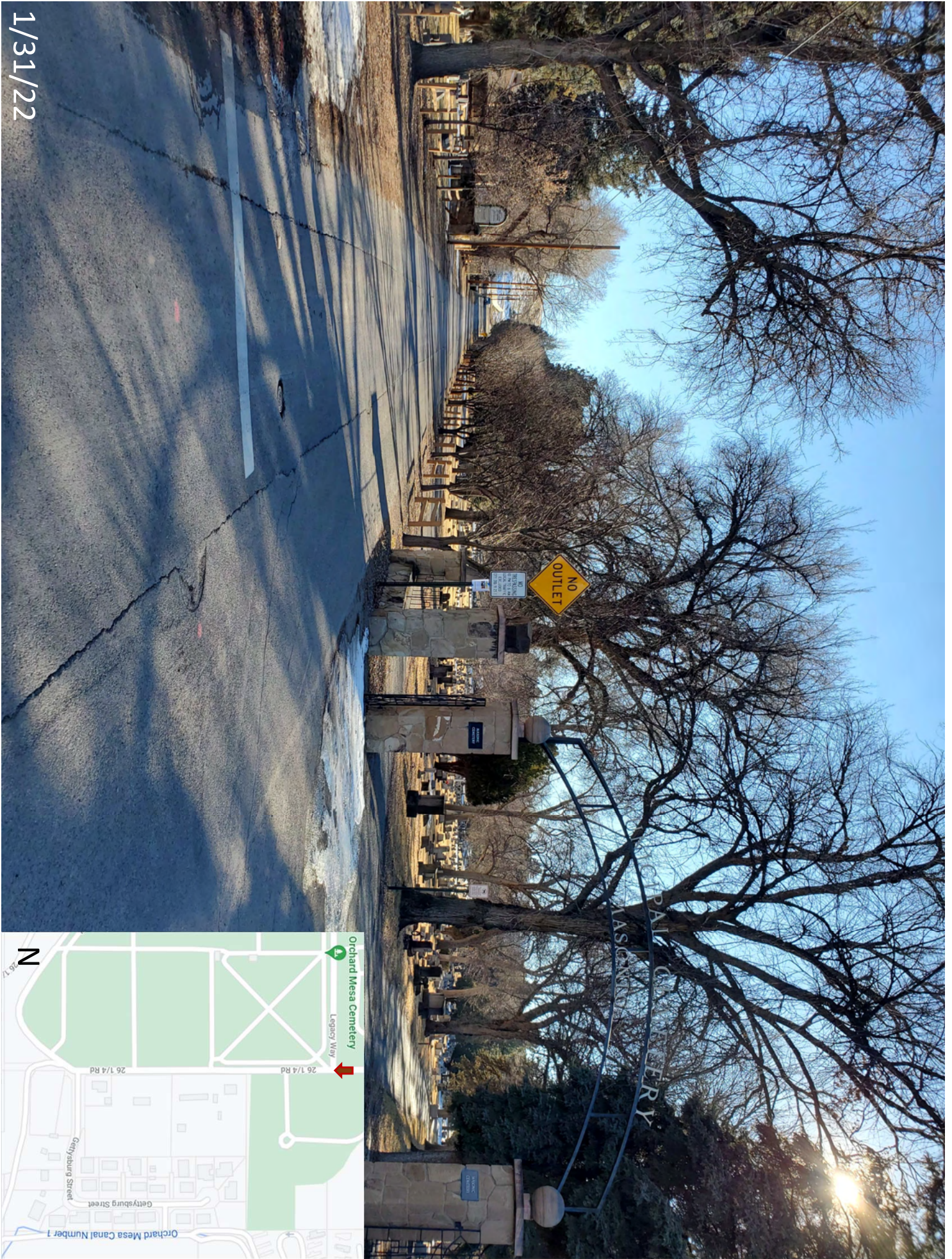




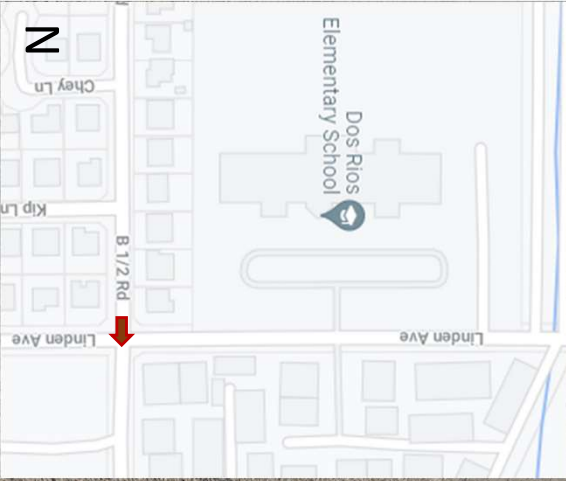
Exhibit F2

1/31/22





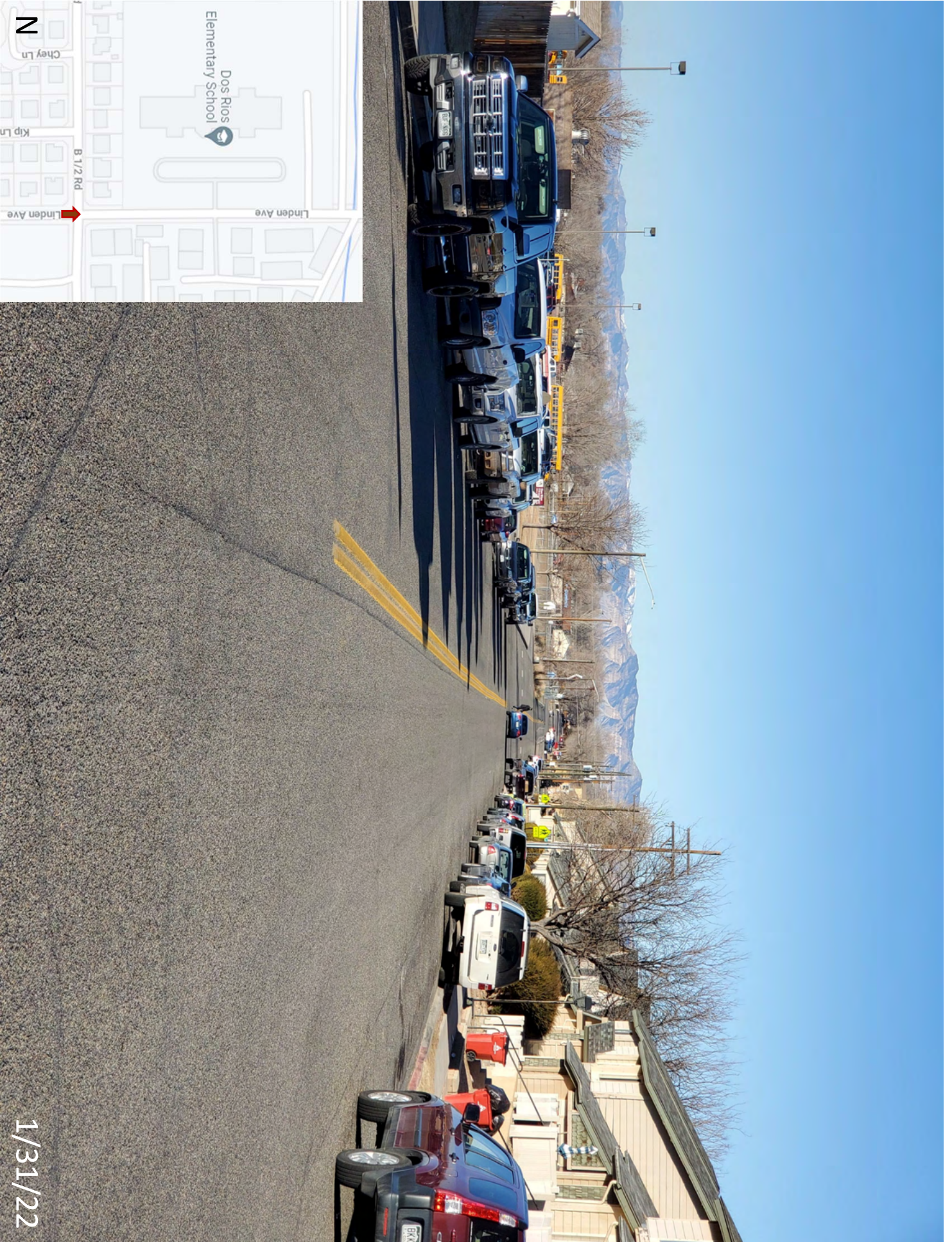
# Exhibit G1



1/31/22



# Exhibit H1



1/31/22



**From:** Derek K <[knoke7@hotmail.com](mailto:knoke7@hotmail.com)>  
**Sent:** Monday, February 14, 2022 10:44  
**To:** comdev <[comdev@gjcity.org](mailto:comdev@gjcity.org)>  
**Subject:** Comments for RZN-2021-861

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RZN-2021-861 - CIMARRON MESA II REZONE - SOUTH OF HWY 50 & WEST OF B 1/2 ROAD

I own property that is zoned RS-4 in Antietam subdivision. I tried to comment by phone and online, it says the opportunity is closed. I OPPOSE this rezoning. Properties on all 4 sides of this parcel are zoned RS-4. I do not oppose development at the RS-4 level. I do believe additional access would be necessary through the neighboring north subdivision that has been approved. B 1/2 road would not be sufficient and increasing traffic through 26 1/4 (cemetery) doesn't make much sense. Again, I OPPOSE a change of zoning from RS-4.

What are my options to make sure my opinion is heard?

Sincerely,

Derek

**From:** [James Kozak](#)  
**To:** [Scott Peterson](#)  
**Subject:** RZN-2021-861 - CIMARRON MESA II REZONE - SOUTH OF HWY 50 & WEST OF B 1/2 ROAD  
**Date:** Wednesday, February 16, 2022 7:14:36 AM

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I own property that is zoned R-4 adjacent to Antietam subdivision. I OPPOSE A CHANGE OF ZONING FROM R-4, as stipulated in the proposal. More specifically, THE PROPOSED DEVELOPMENT CANNOT EXIST WITHOUT DESIGNATED ACCESS FROM HWY 50. An exponential increase in traffic through the cemetery is unacceptable. ACCESS THROUGH VICKSBURG STREET IS UNREALISTIC. The infrastructure does not support that large of a volume increase. The road is 1 1/2 lanes at best south of the stop sign up to Gettysburg St. Visitors to the cemetery, and funerals would be adversely affected beyond measure. Lastly, and most importantly, there are children who enjoy safely playing outdoors throughout the neighborhood. That would be out the window with all kinds of traffic increases and all that comes with that. Noise, speeding, increased visitor traffic, maintenance vehicles, CONSTRUCTION VEHICLES, etc.

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING  
LOT 7, BLOCK 5, CIMARRON MESA SUBDIVISION  
FROM R-4 (RESIDENTIAL – 4 DU/AC) TO R-8 (RESIDENTIAL – 8 DU/AC)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (“Code”), the Grand Junction Planning Commission recommended rezoning Lot 7, Block 5, Cimarron Mesa Subdivision to the R-8 (Residential – 8 du/ac) zone district, finding that the R-8 zoning is consistent with the Code, conforms to and is consistent with the Future Land Use Map designation of Residential Medium of the Comprehensive Plan and the Comprehensive Plan’s goals and policies, and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone district is in conformance with at least one of the stated criteria of §21.02.140 of the Grand Junction Zoning and Development Code.

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

Lot 7, Block 5, Cimarron Mesa Subdivision, Grand Junction, Colorado shall be rezoned from R-4 (Residential – 4 du/ac) to R-8 (Residential – 8 du/ac).

Introduced on first reading this 2<sup>nd</sup> day of February 2022 and ordered published in pamphlet form.

Passed and adopted on second reading this 16<sup>th</sup> day of February 2022 and ordered published in pamphlet form.

**ATTEST:**

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Laura Bauer  
Interim City Clerk

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C.B. McDaniel  
President of City Council