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**CITY COUNCIL AGENDA
WEDNESDAY, JULY 6, 2022
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING - LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191**

5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Citizen Comments

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

Citizens have 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, July 6, 2022 or 4) submitting comments [online](#) until noon on Wednesday, July 6, 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 June 13, 2022 Workshop
- b. Minutes of the June 15, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification, and Setting a Public Hearing for July 20, 2022
 - ii. Introduction of an Ordinance Amending 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge and Setting a Public Hearing for July 20, 2022
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street and Setting a Public Hearing for July 20, 2022
 - ii. Introduction of an Ordinance Zoning Approximately 19.77 Acres from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac) for the If Land Annexation, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Public Hearing for July 20, 2022

3. Procurements

- a. Authorize a Contract for the Grand Junction Water Treatment Plant Electrical Improvements
- b. Authorize a Contract with Renner Sports for the Lincoln Park Pickleball and Canyon View Tennis Expansion Project
- c. Authorize a Contract for Dos Rios Playground
- d. Authorize a Contract for the Bicycle and Pedestrian Master Plan and TEDS Manual Update
- e. Authorize a Sole Source Contract with Musco for Lighting at the Lincoln Park Pickleball Courts and Canyon View Tennis Courts

4. Resolutions

- a. A Resolution Issuing a Revocable Permit to Allow Construction of a Temporary Fire Apparatus Turnaround within the Undeveloped Right-of-Way for 24 1/4 Road on the East Side of the Property Located at 656 Market Street Requested by 656 Market Street, LLC
- b. A Resolution Accepting the Grant Offer No. 3-08-0027-75-2022 for the Airport Improvement Program (AIP) Runway Design Grading and Drainage Improvements in the Amount of \$1,430,000 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority
- c. A Resolution Authorizing the Lease of City Owned Property to 1101 Kimball, LLC

REGULAR AGENDA

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

5. Discussion

- a. Community Recreation Center Planning

6. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance Rezoning 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340)
 - ii. An Ordinance Rezoning Approximately 8.27 Acres from I-O (Industrial Office) to C-1 (Light Commercial), Located at the Northeast Corner of Horizon Drive and Hilaria Avenue
 - iii. An Ordinance Rezoning 2.17 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2730 B Road
 - iv. An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-21
 - v. An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc.

b. Legislative

- i. An Ordinance Concerning the 2022 Salary of the City Manager

7. Resolutions

- a. A Resolution Declaring Intent to Create Alley Improvement District No. ST-22

8. Non-Scheduled Citizens & Visitors

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

9. Other Business

10. Adjournment

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
June 13, 2022

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

City Councilmembers Present: Councilmembers Chuck McDaniel, Phil Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, Mayor Pro Tem Abe Herman, and Mayor Anna Stout

Staff present: City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Planning Supervisor Felix Landry, Director of Parks and Recreation Ken Sherbenou, Finance Director Jodi Welch, City Clerk Amy Phillips, and Deputy City Clerk Selestina Sandoval

After calling the meeting to order, Mayor Stout asked to move Item 1d - *Fees, Charges, and Rates Discussion* to the second item under Discussion for staff convenience. There was no objection.

1. Discussion Topics

a. Community Recreation Center Planning

Ken Sherbenou, Director of Parks and Recreation introduced the item. Speakers were William Findlay, Chair of the Parks and Recreation Advisory Board, and representatives Craig Bauck and Jason Jaynes of Barker Rinker Seacat Architecture (BRS).

During the introduction of the item, it was noted that the Parks, Recreation, and Open Space (PROS) Master Plan planning processes conducted in 2014, 2018, and 2020 all garner in-depth community engagement. The City Council adopted the 2020 PROS plan in early 2021.

The 2020 PROS Master Plan identified a Community Recreation Center (CRC) as the highest priority. City Council asked staff to study the option of working with Professors from Colorado Mesa University (CMU) to conduct a statistically valid survey. The results from the survey indicated strong support for a CRC. Council asked staff to bring a CRC to fruition by working with a consultant and through a strong public engagement process. BRS was chosen to facilitate a CRC study using previous studies and plans as well as the new information it receives.

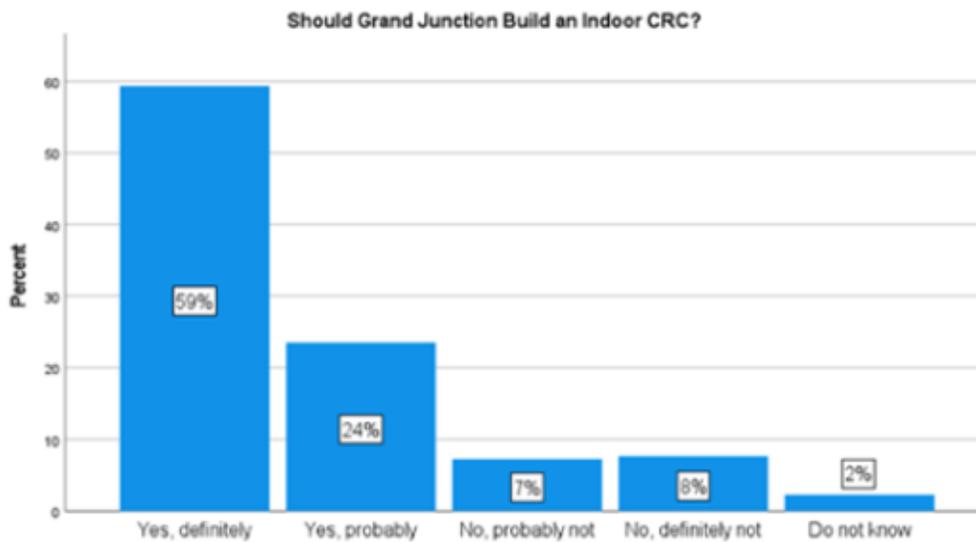
Mr. Findley stated that his committee is very strong and enthused about securing a CRC for the City of Grand Junction. He reported that proponents of a CRC have been working to build a CRC since 1978. He believes this is the year "the project gets over the finish line".

The BRS representatives reported to Council on their workshop schedule to gain additional guidance and recommendations from the Parks and Recreation Advisory Board (PRAB), City Council, project stakeholders, and the community. BRS gave an overview describing study objectives, schedule, process, public engagement plan, location pro and cons for Matchett Park and Lincoln Park, current budgeting impacts, questions that the public will be asked, and funding options.

BRS reported that its main objective for today and tomorrow's workshops and civic engagement opportunities is to provide a clear preference for the location of the CRC. The consultants will be back in July with base numbers for the location as well as CRC options.

Discussion ensued regarding the location for the CRC, with some declaring the survey showed the community much prefers Matchett Park over Lincoln Park. It was noted that both sites can support a CRC, but more information is needed regarding cost, future park expectations and expansions, funding options, and parking issues.

The 2022 statistically valid survey was designed to understand preferences related to the overall need, funding, location, facilities, and fees for the proposed CRC. The results indicated support for a CRC. Below is one take-a-way from the survey:



The timeline and feasibility for a ballot question for the City's April 2023 election were discussed, resulting in a consensus to move forward with the option.

d. Fees, Charges, and Rates Discussion

Finance Director Jodi Welch reported that the City of Grand Junction provides a wide array of services, and many are funded wholly or in part by fees, charges, and rates. Rates that are charged directly to those that use the services such as water, sewer, and

solid waste are set based on rate studies, long-term financial plans, and comparisons to market, and are approved by Council. Fees and charges of the City are established administratively based on a set of philosophies. The philosophies vary based on considerations such as benefit to the overall community, cost recovery models, comparison to the market and other entities, as well as legal considerations.

Currently, the City has over 150 separate types of fees, charges, and rates that are an integral component of Department Operations. Each year, utility rates (water, sewer, solid waste) are reviewed by City Council during the budget process and adopted by resolution concurrent with the adoption of the budget. Each year, fees and charges are reviewed and changed by staff according to established philosophies and the revenue is included in the recommended budget.

The philosophy was demonstrated by a cost recovery pyramid where the cost recovery is the lowest at the base because it provides the most core services and has the widest benefit to the community, with the cost recovery being the highest at the top of the pyramid because it is for more individualized services.

Discussion revealed a request during the 2023 budget process to review the parking fine structure in the downtown area.

b. Zoning & Development Code Update

Community Development Director Tamra Allen introduced Elizabeth Garbin representing Clarion Associates, and Planning Supervisor Felix Landry noting that today's discussion revolves around the next step in the Code update. The City is working with Clarion Associates the Code Committee, Stakeholder groups, and the public to work on updating the Zoning and Development Regulations, Title 21, in the Grand Junction Municipal Code. This effort will work toward three primary goals:

1. Update the City's development regulations to better implement the City's vision and goals as described in the 2020 One Grand Junction Comprehensive Plan.
2. Achieve greater simplicity, efficiency, consistency, and legal effectiveness in the Code language.
3. Identify opportunities to facilitate the development of affordable and attainable housing.

The public engagement and assessment phase of the project began with a series of open houses, stakeholder meetings, discussion groups, and the first gathering of the Code Committee in early April. Staff worked with the consultants to create a project website, post the initial survey, and to advertise the project and meetings through social media and email blasts.

The assessment phase of the project will conclude with the public presentation of the assessment this month. Once finalized, the assessment report will serve as a guide for the second phase of the project, which includes drafting the updated Zoning and Development Code.

Elizabeth Garbin highlighted the key updates to the Code and Housing Strategy Council will receive in August.

1. Fine tune zone districts and allowed uses
2. Support compact growth and efficient land use
3. Regulate Western Slope design priorities and create standards for neighborhood manners
4. Collect and upgrade development standards
5. Discuss the future of mobility and parking
6. Protect important outdoor places and assets
7. Allow residential infill in traditionally single-family districts
8. Consider relaxing minimum lot sizes and maximum densities
9. Adjust parking standards to align with the type and intensity of land use
10. Formalize existing incentives and consider additional incentives for affordable housing development
11. Explore the feasibility of an inclusionary zoning requirement

High level discussion ensued resulting in a very favorable view of the process and its strategies, as well as requests to ensure the Urban Trail committee and seniors are included in discussions, accessibility and good neighborhood standards are included in regulations regarding affordable housing, a review of the sign standards, and that the process has opportunity for anonymous comments.

Next Steps: Code assessment listening sessions, Zone and Development Code drafting and review process, and back before Council in August.

c. Non-profit Funding Process

Councilmember Reitz requested this item for discussion. He noted that the City has many non-profits and that the non-profits are the greatest strength of the community. He stated that looking back at last year he felt that the City awarded the right non-profits, but he would like to review the process to see how it can be improved. He advanced options such as creating a more uniform application submittal through clear guidance as to what Council is looking for, and what types of non-profits Council wants to fund based on its Strategic goals. He stated interest in hearing from fellow Councilmembers on how the process could be more equitable, and would improvements be easier to achieve if it was outsourced.

Discussion ensued, noting that the grant process consumes a lot of Council's time during the budget process. The non-profits' requests and use of funds can vary each year and have included operational support, program/event sponsorships, and

contribution to capital projects. The amounts of requests and funding will also range based on significant requests for capital projects to less for program/event sponsorship. The City has other granting programs that are administered internally by City staff including Community Development Block Grants (CDBG) with funding decisions made by Council, as well as the Grand Junction Arts Commission on Arts and Culture (GJCAC) which is administered by staff with granting decisions made by the commission members.

Staff gave Council options for in-house and outsourcing the granting program. Consensus favored keeping the process in-house, which Council believes will make it more specific to Council goals and more transparent. However, Council directed staff to work with Council to:

- Develop more specific parameters for application and funding like the CDBG program. This could make the process more standard.
- Develop tiers for requests. A lower-tier could continue to have a simpler application process, where a higher tier for major capital contribution requests would require more information and different criteria to qualify for application.
- Develop a scoring matrix and rating.
- Change criteria for application based on the use of funds operations, program/event sponsorship, or capital.

2. City Council Communication

Councilmember Simpson requested to review the Landscaping Ordinance. Councilmember Reitz will miss the next two Council meetings as he will be out of the Country.

3. Next Workshop Topics

City Manager Caton stated that the July 18th Workshop is slated to have a CRC update, and discussions regarding the Landscaping Code and Parking Study.

4. Other Business

Council appointed members to serve on the interview teams for vacancies on the following boards:

- Grand Junction Housing Authority – Councilmember Taggart
- Planning Commission – Mayor Stout and Mayor Pro Tem Herman
- Downtown Development Authority – Mayor Stout

There being no further business, the Workshop adjourned at 7:42 pm.

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

June 15, 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 15th day of June 2022 at 5:32 p.m. Those present were Councilmembers Abe Herman, Chuck McDaniel, Phillip Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, and Principal Planner Kristen Ashbeck.

Council President Stout called the meeting to order. Councilmember Herman led those present in the Pledge of Allegiance, followed by a moment of silence.

Proclamations

Proclaiming July as Parks & Recreation Month in the City of Grand Junction

Councilmember Pe'a read the proclamation and Parks and Recreation Director Ken Sherbenou accepted the proclamation along with members from his aquatic staff.

Proclaiming Juneteenth in the City of Grand Junction

Councilmember Reitz read the proclamation and David Combs and Eric Ward accepted the proclamation.

Citizen Comments

Bruce Lohmiller spoke of homeless camps.

Council Reports

Councilmember Reitz attended the townhall meeting in support of the Community Recreation Center and spoke of the Cafe con Pan event where he and the City Manager met with the Latino Community.

Councilmember McDaniel spoke of a conversation with his neighbor who lauded the City's chip sealing crews.

Councilmember Pe'a attended the Visit Grand Junction and Parks and Recreation Advisory Board meetings. He also spoke of the townhall meeting for the Community

Recreation Center.

Councilmember Herman gave an update on Grand Junction Economic Partnership, Urban Trails Committee, and the Downtown Development Authority. He invited the public to an event at Lunch Loop Trailhead where he and Councilmember McDaniel will have informal conversations with citizens Friday, June 24, 2022, 5:00 - 6:00 p.m.

Council President Stout attended the 100-year anniversary of Moyer Pool, Employee Appreciation Events at the City, and will be attending the Colorado Municipal League Conference next week.

CONSENT AGENDA

Councilmember McDaniel asked that 2.b.i. be removed from the consent agenda.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt the consent agenda #1 - #3 with the exception of item 2.b.i. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the June 1, 2022 Special Meeting

- b. Minutes of the June 1, 2022 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance to Rezone 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340) in the Redlands and Setting a Public Hearing for July 6, 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 If Land Annexation of 19.77 Acres, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Public Hearing for July 20, 2022

 - iii. Introduction of an Ordinance Rezoning Approximately 8.27 Acres from I-O (Industrial Office) to C-1 (Light Commercial) Located at the Northeast Corner of Horizon Drive and Hilaria Avenue and Setting a Public Hearing for July 6, 2022

- iv. An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc. and Setting a Public Hearing for July 6, 2022

- b. Legislative
 - i. An Ordinance Concerning the 2022 Salary of the City Manager and Setting a Public Hearing for July 6, 2022 – **Moved to Regular Agenda**

3. Resolutions

- a. A Resolution Issuing a Revocable Permit to Allow Encroachment of a Fire Escape Located within the East-West Alley on the North Side of Property Located at 464 Main Street (Dalby-Wendland Building) Requested by TIL Construction, LLC

- b. A Resolution to Authorize \$4.3 Million Loan Contract with the Colorado Water Conservation Board for the Carson Dam Rehabilitation Project

- c. A Resolution to Authorize a \$3.2 Million Loan Contract with the Colorado Water Conservation Board for the Kannah Creek Flow Line Project

- d. A Resolution to Adopt Procedures for Filling a Council Vacancy

REGULAR AGENDA

An Ordinance Concerning the 2022 Salary of the City Manager and Setting a Public Hearing for July 6, 2022 – Moved from the Consent Agenda

Pursuant to the City Charter, the salary of the City Manager is set by ordinance. The City Council has found the City Manager's performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton to \$237,550 rounded to the nearest whole dollar.

Discussion ensued regarding disclosure to the public of the salary increase process of the three members that report directly to Council (City Manager, City Attorney and the Municipal Judge) and how there will be public discussion for each employee separately as their reviews are completed.

Councilmember McDaniel moved and Councilmember Reitz seconded to adopt item 2.b.i. on first reading and to set a public hearing for July 6, 2022. Motion carried by unanimous voice vote.

Consider Funding Allocations for the 2022 Community Development Block Grant (CDBG) Program Year, and Set a Public Hearing for Adoption of the 2022 Annual Action Plan for July 20, 2022

City Council considers which activities and programs to fund for the Community Development Block Grant (CDBG) 2022 Program Year. The City will receive \$421,451 for the 2022 Program Year that will begin once the 2022 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD). In addition, remaining unexpended funds from a previous program year in the amount of \$20,000 will be reallocated with the 2022 Program Year funds.

Principal Planner Kristen Ashbeck presented this item.

Conversation ensued regarding the 10% program fund reduction (based on allocation from Congress), the impact of unexpended funds and how having unexpended funds is uncommon due to the availability of extensions.

The public hearing opened at 6:19 p.m.

Chris Mueller, President of the Counseling and Education Board of Directors, thanked the Council for supporting mental health in the valley and gave an update on his organization.

Amanda de Bock with Meals on Wheels expressed their appreciation to Council for their CDBG Fund Allocation.

Wendy Genkov with Housing Resources of Western Colorado thanked Council and explained why they haven't used all their allocated funds.

The public hearing closed at 6:22 p.m.

Councilmember Herman moved and Councilmember Pe'a seconded to approve the proposed funding requests and set a public hearing for adoption of the 2022 Annual Action Plan for July 20, 2022. Motion carried by unanimous roll call vote.

An Ordinance Amending the Grand Junction Municipal Code Regarding Forestry Board Appointments

The Forestry Board will be expanded to include seven members with elimination of alternate member appointments.

City Attorney John Shaver presented this item.

It was asked how many boards and commissions have organizational provisions in the Code. City Attorney Shaver believed there were three.

The public hearing opened at 6:28 p.m.

There were none.

The public hearing closed at 6:28 p.m.

Councilmember Simpson moved and Councilmember Taggart seconded to adopt Ordinance No. 5077 amending Section 2.36.010 of the Grand Junction Municipal Code pertaining to the composition of the Forestry Board on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

Richard Swingle thanked Council for approving the resolution adopting procedures for filling a Council vacancy.

Other Business

There was none.

Adjournment

The meeting adjourned at 6:30 p.m.



Amy Phillips, CMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: July 6, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification, and Setting a Public Hearing for July 20, 2022

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

Shared micromobility devices that are part of a commercial fleet, particularly dockless devices, have gained popularity with their ability to support first-and-last mile connectivity. Since most devices do not require a fixed parking station when not in use, they are also less resource intensive and more agile to deploy. The benefit of these devices is being able to conveniently park the device anywhere at the conclusion of a trip. While the agility does make it easier for cities and companies to redirect devices to different service areas, the advantage of these devices is also its greatest weakness. Examples from other cities show that these dockless devices are often parked in a manner that obstructs the public right-of-way, blocking the travel path of sidewalks, curb cuts and driveways.

Nevertheless, best practices have emerged in recent years to help mitigate and prevent the negative impacts of shared micromobility devices. Advancements in geofencing technology and data sharing standards have given cities and commercial operators stronger tools to regulate and monitor the operations of these shared devices. Additionally, there is evidence suggesting an increase in consumer demand for privately-owned micromobility devices, such as electric scooters (e-scooters). A national study by the consulting firm McKinsey reported that 64 percent of consumers

preferred private ownership. As such, there is a need to define new regulations for these emerging modes of transportation to prepare for their introduction into the City's multimodal transportation system.

BACKGROUND OR DETAILED INFORMATION:

Title 10 of the Grand Junction Municipal Code addresses traffic regulations for the operation of bicycles, electrical assisted bicycles (e-bikes) and other human-powered devices, as well as sanctions for reckless and careless driving for these modes. Currently, language around e-scooters is not included. Furthermore, the code does not differentiate between privately-owned devices and shared devices that are part of a commercial fleet. To account for the introduction of both privately-owned e-scooters and shared micromobility devices, staff has prepared an ordinance to amend Title 10 of the Grand Junction Municipal Code to regulate the operations of these emerging modes in the public right-of way and to provide law enforcement with the ability to cite both users and companies for any offenses committed.

Additionally, the City is planning to launch a Shared Micromobility Pilot Study. In recent years, the City of Grand Junction has been approached by several commercial operators interested in deploying shared micromobility devices within the City. Shared micromobility refers to a system of either docked or dockless devices that are part of a commercial fleet and that are available to multiple users for short-term rental. Users are able to locate, reserve, and unlock devices for use and pay for and conclude trips via a smartphone application on their personal mobile device.

Companies selected to participate in the pilot study will be subject to additional requirements to ensure that public health, safety and welfare are maintained. The City will solicit up to three companies through the Request for Proposals (RFP) process. Companies who are selected for the pilot study will be required to provide dedicated parking and to share data with the City via a third-party data aggregator. The pilot study will have a one-year performance period and will be governed by a Pilot Agreement. Regulations related to sidewalk and trail usage, parking, speed limits, data sharing are included in the proposed Title 10 amendments.

Both the RFP and the Pilot Agreement will define additional operator-specific requirements not outlined in the ordinance to allow for the study of different policy decisions. These include programmatic elements related to device caps, deployment minimums, service areas, fleet make-up, and additional safety requirements and features, such as helmet usage incentives and minimum wheel sizes. The pilot study design emerged from researching best practices from other cities around the State of Colorado and cities with mature shared micromobility programs like the District of Columbia and Baltimore City. Staff has also conducted outreach and solicited feedback from the Downtown Development Authority, the Horizon Business Improvement District (BID), the Colorado Mesa University, the One Riverfront Commission and the Urban Trails Committee.

Staff has written a moderately open-ended RFP designed to allow the commercial

operators to propose service areas, device rebalancing plans, fleet size, device composition, and user safety education plans. Staff will rely on the pilot study as a way to determine if the program needs more defined policies. Staff recommends this approach to ensure that any future regulations are data-based and market feasible. Furthermore, this approach will reduce the barriers to entry for smaller-sized commercial operators.

PROPOSED REGULATIONS AND ANALYSIS

The proposed ordinance amends the Grand Junction Municipal Code to amend Title 10, to amend section in Chapter 10.04 to bring the traffic code up to date with the recent changes made to Colorado State Statute, and to amend sections of 9.04.200 for clarification. The proposed ordinance also adds a new chapter, Chapter 10.14.010, which specify additional regulations applicable to the use of shared micromobility devices that are part of a commercial fleet and not those that are privately-owned.

The regulations in Chapter 10.14.010 include provisions for shared micromobility operator requirements, identification of shared micromobility devices (devices), communications to users/customers, use, parking requirements for shared devices, areas of operations for shared devices, speed limits for shared devices, safety, advertising, customer privacy, device maintenance, data sharing, and indemnification. The rationale for codifying some of these provisions are discussed below.

Shared micromobility commercial operator requirements

Staff recommends that commercial operator requirements related to pilot criterion, application process, and pilot operational requirements be defined through the RFP process and pilot agreements to allow flexibility and experimentation in the initial pilot and, if needed, subsequent pilots.

Device identification

Staff recommends that the City require a unique ID number to identify and track devices as necessary. This recommendation is consistent with existing regulations, which currently require that businesses selling bikes or e-bikes and distributors of new e-bikes display a unique identifying number for each device. Staff recommends this for all devices that are part of a shared micromobility fleet.

Device Area of Operation

Sidewalk usage: Staff recommends allowing shared micromobility devices, including e-scooters, to operate in vehicle travel lanes, bike lanes, and on sidewalks except in some areas around the central city. Staff recommends sidewalk access for both privately owned and shared e-scooters even if there is a bike lane present. In recent years, e-scooters have been recognized as a gateway active transportation mode for individuals who typically travel by car, or who do not frequently use other active transportation modes like cycling. These users might lack the comfort levels to ride alongside vehicles in the travel lanes and, as a result, might refrain from using the e-scooters all together. Allowing sidewalk use will help expand access of this mode to different user groups.

This recommendation by staff is consistent with current rules for privately-owned bicycles and e-bikes, where the aforementioned devices may be ridden on sidewalks unless otherwise posted to the contrary. The RFP and Pilot Agreement will further define for commercial fleets the precise locations of these “No Sidewalk” zones. Only commercial fleets will be subject to enforcement by geofencing (virtual perimeters that control how and where devices can and cannot operate). The initial pilot study will prohibit sidewalk usage on both Main Street and Colorado Ave between 1st Street and 7th Street, as well as along 7th Street between Grand Avenue and Colorado Avenue (Main Street Corridor, Exhibit 2), due to heavy pedestrian traffic and active storefronts that have high volumes of patrons entering and existing the businesses. This recommendation is consistent with existing rules that prohibit the use of privately-owned bikes, e-bikes and other skate devices within this corridor. Users entering the corridor will be required to dismount and walk their devices.

Trail usage: Staff recommends that both privately-owned and shared e-scooters be allowed to operate on trails that already permit bikes and e-bikes, since these trails offer a safer and lower stress connection. Unlike bikes and e-bikes, e-scooters offer less stability due to their smaller wheel size and a higher center of gravity. The distribution of weight on an e-scooter may also compromise a user’s balance when using hand signals to communicate with cars if they are limited to traveling in vehicle travel lanes. On a trail, users have the advantage of giving vocal signals to other trail users, which does not compromise steering control. A user would generally incur less injury falling off an e-scooter on a slow speed trail compared to falling off an e-scooter amidst vehicular traffic. Prohibiting e-scooter users from trails would prohibit access to these lower-stress and safer routes.

Speed Limits

At this point in time, staff does not recommend codifying speed restrictions for shared micromobility devices operating on roadways or on-street bike lanes that are more stringent than what the State has adopted. Instead, staff will use the data from the pilot study to inform whether or not more stringent speed limits in these facilities are warranted in the future. This approach is taken from precedents established in other cities in Colorado with active shared micromobility programs.

However, staff recommends limiting the speeds of shared devices to 15 mph on multiuse paths to ensure safe interactions with other users on busy recreational trails. This maximum speed for multiuse paths is specific only to shared devices that are part of a fleet owned by a commercial operator selected and participating in the pilot study. The City of Fort Collins, City of Colorado Springs, City of Boulder and City and County of Denver have all instituted a 15 mph on multiuse trails, which is viewed as best practice for trails.

Current State Statute does not specify speed limits for e-scooters or other micromobility devices on roadways. State law does use maximum speeds to define and differentiate between different classes of micromobility devices. Additionally, State Statute requires

devices like e-scooters to operate at speeds that are reasonable and prudent under the conditions of a roadway like other vehicles and to not exceed a speed limit designated by an official traffic control device. The amendment to Chapter 10.04 will bring the traffic code up to date with the State Statute to include e-scooters.

Therefore, staff recommends allowing e-scooters, class 1 and class 2 e-bikes that are part of a commercial fleet to operate to their maximum speed, which is 20 mph, when riding on roadways or on-street bike lanes if there is no posted speed limit. The City currently follows Colorado State Statute, which requires a default 25 mph speed limit in central business districts (CBD) if no speed limit is posted. Allowing e-scooters and class 1 and class 2 e-bikes to operate to their maximum speed limit would not exceed the default speed limit and therefore would comply with this law. If the City receives proposals for the deployment of class 3 e-bikes, which have a maximum speed of 28 mph, commercial operators will be required to use speed limiter and geofencing to limit device speed to 25 mph in the CBD. Enforcement through geofencing will not be codified but rather handled through the Pilot Study requirements to allow for flexibility.

For sidewalk usage outside of the Main Street Corridor (Exhibit 2), staff recommends limiting the speed limits for e-scooters to 6 mph. A more conservative sidewalk speed limit will help to preserve pedestrian safety and comfort, particularly that of children, senior citizens and individuals who use mobility aids. A 6-mph sidewalk speed limit is what has been adopted by City and County of Denver. As such, staff recommends that the City of Grand Junction follows suit.

Parking

Staff recommends limiting the parking of shared dockless devices to dedicated parking corrals (Exhibit 3) established by the companies themselves. Photographic evidence from other cities in Colorado shows that shared dockless devices will be littered throughout a city that does not require dedicated parking. Exhibit 4 provides recent examples of how these devices block sidewalks and curb cuts, exposing other users to tripping hazards and potential injury, as well as potentially compromising ADA access. Dockless device parking continues to be an ongoing challenge for many cities as they attempt to define different zones of a sidewalk, such as a furniture zone or specific widths for the parking of dockless devices. These regulations are challenging to enforce and monitor, since sidewalks throughout a city may differ significantly from each other, either in terms of width, existing street furniture or landscaping, or local street context. This makes it extremely difficult to develop sidewalk parking regulations for each type of sidewalk typology. All dedicated parking in the public right-of-way will require a revocable permit and be approved by the City's Public Works Department. On-sidewalk parking corrals may be approved on a limited basis by the City depending on special circumstances.

Data Sharing

Data sharing is at the heart of shared micromobility. There are approximately 36 cities within the United States that require data sharing as a condition for companies to operate within their jurisdiction. Data is user-generated and therefore extremely

granular, offering cities detailed insight into where there is a demand for service and an ability to better manage the public right-of-way. Furthermore, the benefits of data sharing extend to other modes due to the robustness of the data generated. For example, the data can inform where to place new protected bike lanes or identify where curbside management is needed.

FISCAL IMPACT:

There is no fiscal impact related to the traffic code update. However, the City anticipates incurring costs on the administration, monitoring, assessment, and enforcement of the pilot study with each selected operator. Staff will include a fiscal analysis of the annual cost of overseeing the pilot program and the revenue generated as part of the end of pilot study retrospective.

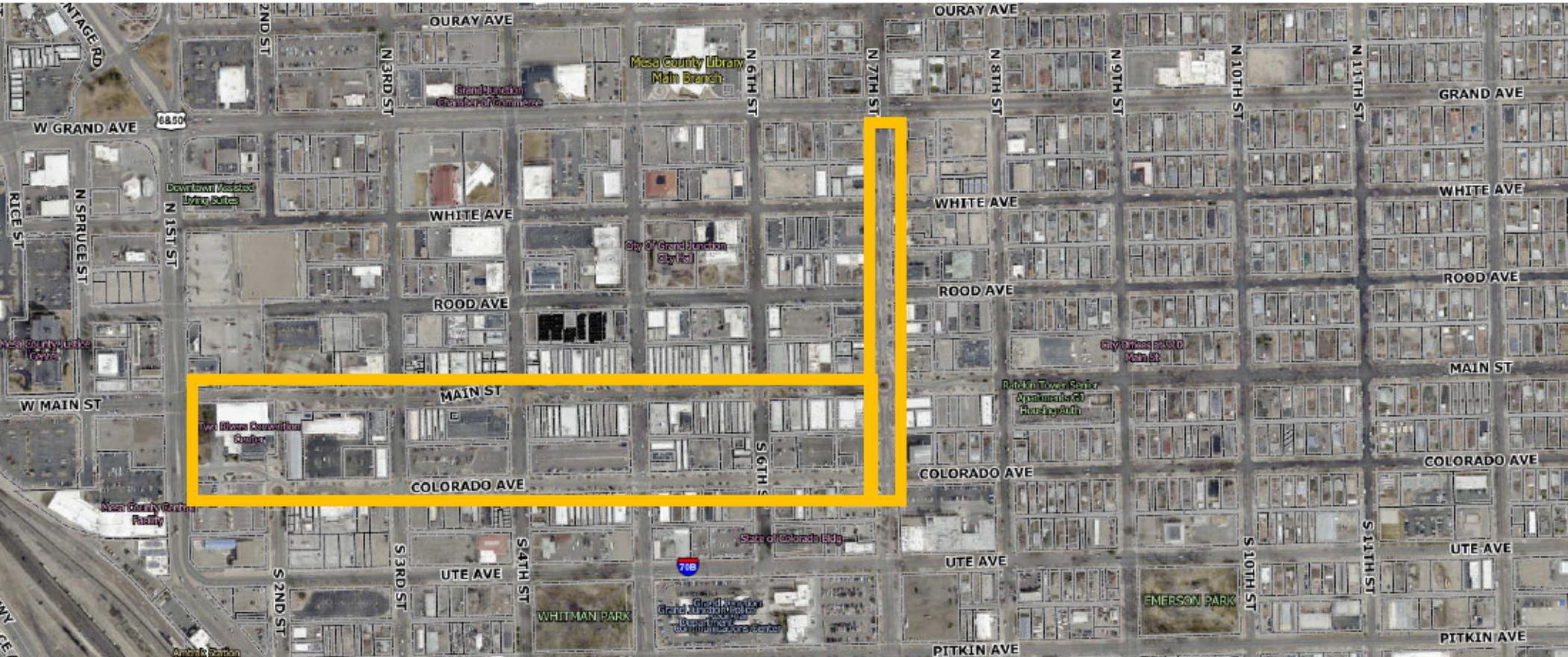
SUGGESTED MOTION:

I move to introduce an ordinance amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to bring the traffic code up to date to account for the introduction of e-scooters, adding Chapter 10.14 regulating the operation of shared micromobility devices, and amending Section 9.04.200 for clarification, and to set a public hearing for July 20, 2022.

Attachments

1. Exhibit 1 - Main Street Corridor
2. Exhibit 2 - Dockless Vehicle Parking Corral
3. Exhibit 3 - Examples of dockless vehicles blocking sidewalks
4. Exhibit 4 - PD & EMS Comments
5. Exhibit 5 - ORD-E Scooter Shared Micromobility

Main Street Business Corridor

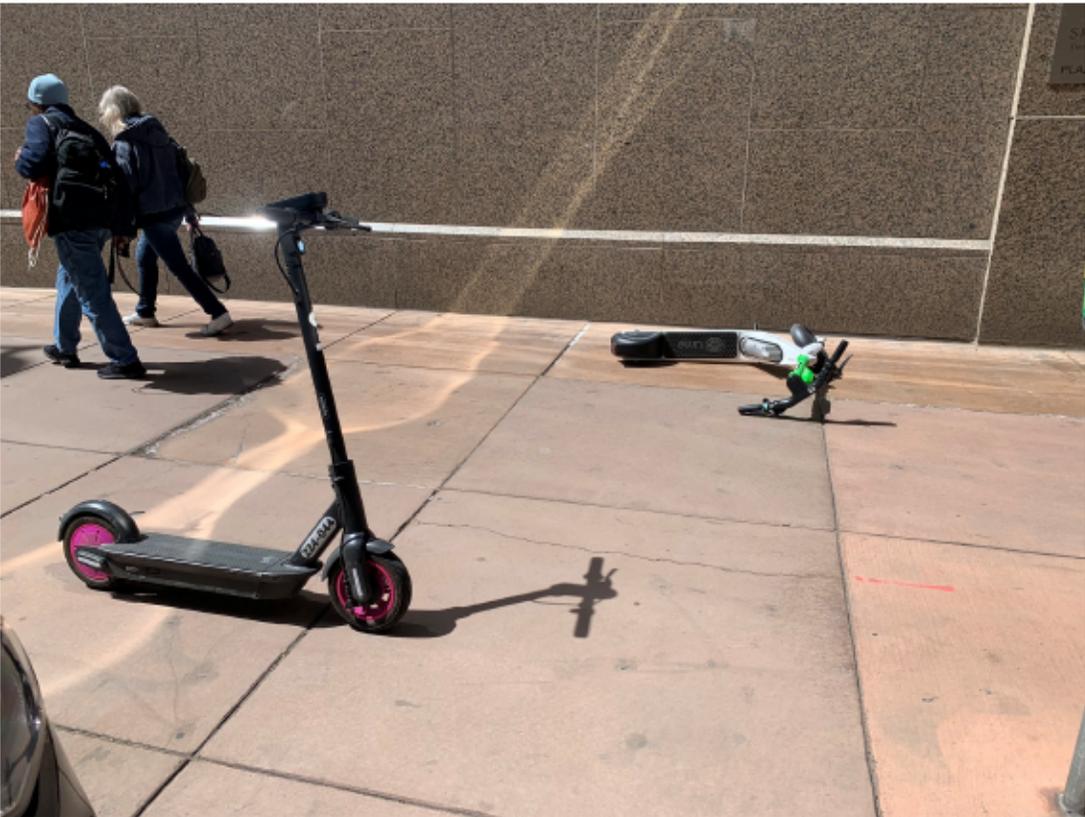


Dockless Vehicle Parking Corral



Example dockless vehicle parking corral (District Department of Transportation, Washington, D.C.)

Examples of dockless vehicles blocking sidewalks (Denver, Colorado – April 13, 2022)



EMS Comments – Submitted by Chief Mark McIntire

1) Sidewalks—while I love that you have deemed some sidewalks as off limits for usage, there are still others where usage would be allowed. I have a real concern about any sidewalk usage. Even with the legal penalties noted and the rule about pedestrian right of way, I still see a real probability of pedestrian vs scooter accidents if they are allowed to operate on any sidewalks. I would personally suggest that scooter usage on any sidewalk be banned.

2) Helmets—while it is mentioned that companies providing the scooters need to have a plan for helmets, nowhere in the documents does it specifically address helmet usage. With untrained operators using these scooters, accident probability is high. Multiple studies have shown that the use of helmets greatly reduces the risk of debilitating head injuries and death. That being said—I am also realistic and know that mandating usage would probably not be feasible—nor would I particularly want to wear a used sweaty helmet. I think helmet use is a good idea and am sure other cities have found a way to tackle this problem and I feel it should be included in your documents.

3) Alcohol usage—I do not see anything in the document that specifically addresses alcohol usage prior to riding the scooters. The number of alcohol serving establishments in the areas of frequent usage would lead to the assumption that alcohol usage prior to riding a scooter is probable. As you know, alcohol usage reduces coordination, reduces physical response times and increases reckless behavior. I foresee riding these scooters intoxicated will lead to a host of problems including reckless usage, accidents etc... I would like to see some sort of plan on how to limit scooter usage after alcohol consumption. This is another area that I am sure has been tackled by other cities.

4) Usage Training—I am not sure of how you would include this, but I still have a concern for untrained operators using these scooters. It is mentioned that users must acknowledge they have viewed a video before they are allowed to use one of the scooters. Since I am involved with training here at the department, I have personally witnessed how little attention is usually paid to this type of educational delivery. These scooters are fairly powerful, and I foresee untrained users getting themselves into trouble due to improper operation of the units. I would imagine there is a standard of training used by these companies, but this method seems like more of a liability coverage for them rather than a true safety adjunct. Like I said, I am not sure how you would tackle this issue—but it is a concern that I have.

PD Comments – Submitted by Commander Doug Norcross

- A review of calls for service for 2021 found the Grand Junction Police Department responded to 17 crash reports involving bicycles, low speed vehicles, motorized bicycles and other non-motorized vehicles. Crashes of this nature usually involve motorized/non-motorized bicycles, low speed vehicles, and other devices running into motor vehicles. Some involve motor vehicles running into bicycles. Based on this the Grand Junction Police Department can expect to see some increase in crash reports involving E-Scooters.

- GJPD also receives a small number of complaints from Main St. shoppers and business owners of bicycles or skateboards riding on the sidewalks where specifically prohibited. Unless there is specific technology available to restrict the use of E-Scooters from being utilized on Main St. GJPD does anticipate an increase in complaints regarding E-Scooters being used on Main St. sidewalks. Additionally, Main St. and Colorado Ave. have no established bicycle lanes that might accommodate bicycle or E-Scooter traffic.
- GJPD took 224 reports of stolen bicycles in 2021. It's difficult to estimate the number of E-Scooters which might be stolen after implementation, but we can safely predict a number of them will be reported as stolen or vandalized.
- GJPD does anticipate a number of E-Scooter reports of vandalism as we can expect them to be damaged by people who might find them annoying or by people who might attempt to subvert the paid activation system.
- GJPD may also respond to medical assist calls for service where someone may be injured as a result of an E-Scooter crash. The Grand Junction Fire Department would be a better source of estimating the number of these calls for service.
- Enforcement of E-Scooter speeds will most likely be initiated by E-Scooter speeding complaints. As priority service calls permit, GJPD will respond and follow up if there is an area where speeding complaints are received.
- The above information is simply an estimate of potential impacts the implementation of E-Scooters may have on GJPD calls for service.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE TO AMEND TITLE 10 TO ADD AND AMEND SECTIONS IN CHAPTER 10.04 TO BRING THE TRAFFIC CODE UP TO DATE, ADD CHAPTER 10.14 FOR THE OPERATION OF SHARED MICROMOBILITY DEVICES AND TO AMEND SECTIONS 9.04.200 FOR CLARIFICATION

RECITALS:

The Grand Junction Municipal Code (“GJMC”) currently permits the use of personal micromobility devices such as bicycles, electric bicycles (“E-bikes”), skateboards, etc., to be operated on certain trails and streets. In recent years, cities across the country have seen the introduction of shared micromobility devices as alternative transportation. Unlike personal micromobility, where an individual owns the device being operated, shared micromobility consists of transportation services and resources (e.g., vehicles, parking infrastructure, etc.) used by an individual on a temporary basis for a fee, and that are shared among multiple users. Shared micromobility has the potential to expand mobility choice for routine or special short-distance trips. (Shared micromobility is comprised of bicycles, E- bike, electric scooters (“E-scooters) or any other small, lightweight vehicles. (See CRS 42-4-1412.5 Low Speed Conveyance.) E-scooters in particular, have the potential to offer similar benefits as E-bikes by offering mobility options for the public, adding equity to service areas, and accommodating riders with a greater range of physical abilities. In addition, E-scooters may reduce the use of vehicles with higher emission rates.

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

Title 10 shall be amended to add and amend definitions in Section 10.04.020, amend various sections in Chapter 10.04, include Chapter 10.14 with adding Section 10.14.010. In Title 9, Section 9.04.200 shall be revised. The changes are as follows (additions are shown in **bold print** and deletions marked with ~~strike-through notations~~):

10.04.020 Definitions.

Electric scooter also referred to as an e-scooter means:

(1) A device:

- (a) Weighing less than one hundred pounds;**
- (b) With handlebars and powered by an electric motor;**

(c) That has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor.

(2) **Electric scooter does not include an electrical assisted bicycle, EPMAD, motorcycle or low-power scooter.**

Low-power scooter means:

(1) A self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:

(i) A cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or

(ii) A wattage not exceeding 4,476 if powered by electricity.

(2) *Low-power scooter does not include a toy vehicle, bicycle, electrical assisted bicycle, electric scooter, wheelchair, or any device designed to assist people with mobility-impairments who use pedestrian rights-of-way.*

Motor vehicle means any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, electric scooters, low-power scooters, wheelchairs, or vehicles moved solely by human power. For the purposes of the offenses described in GJMC [10.04.1401](#) for farm tractors and off-highway vehicles, as defined in § [33-14.5-101](#)(3), C.R.S., operated on streets and highways, motor vehicle includes a farm tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle.

Plug-in electric motor vehicle means:

(a) A motor vehicle that has received an acknowledgment of certification from the federal internal revenue service that the vehicle qualifies for the plug-in electric drive vehicle credit set forth in [26 U.S.C. sec. 30D](#), as amended, or any successor statute; or

(b) Any motor vehicle that can be recharged from an external source of electricity and that uses electricity stored in a rechargeable battery pack to propel or contribute to the propulsion of the vehicle's drive wheels.

Toy vehicle means:

(1) Any vehicle that has wheels and is not designed for use on public highways or for off-road use.

(2) *Toy vehicle* includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as mini bikes, “pocket” bikes, kamikaze boards, go-peds, and stand-up scooters.

(3) *Toy vehicle* does not include **electric scooters**, off-highway vehicles or snowmobiles.

Vehicle means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. *Vehicle* includes, without limitation, a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD, but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

10.04.221 Bicycle, **electric scooter**, and personal mobility device equipment.

(1) No other provision of the GJMC [10.04.201](#) through [10.04.237](#) shall apply to a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD or to equipment for use on a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD except those provisions in this chapter made specifically applicable to such a vehicle.

(2) Every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD in use at the times described in GJMC [10.04.204](#) shall be equipped with a lamp on the front emitting a white light visible from a distance of at least 500 feet to the front.

(3) While being operated every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD shall be equipped with a red reflector of a type approved by the Department, which shall be visible for 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(4) Every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD when in use at the times described in GJMC [10.04.204](#) shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for 600 feet when directly in front of lawful lower beams of head lamps on a motor vehicle or, in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least 500 feet.

(5) A bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD or its rider may be equipped with lights or reflectors in addition to those required by subsections (2) to (4) of this section.

(6) A bicycle, **electric scooter**, or electrical assisted bicycle shall not be equipped with while in use, nor shall any person use upon a bicycle, **electric scooter**, or electrical assisted bicycle, any siren or whistle.

(7) Every bicycle, electrical assisted bicycle, **or electric scooter** while in use shall be equipped with a brake or brakes that will enable its rider to stop the bicycle, electrical assisted bicycle, **or electric scooter** within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(8) A person engaged in the business of selling bicycles, electrical assisted bicycles, **or electric scooters** at retail shall not sell any bicycle, electrical assisted bicycle, **or electric scooter** unless the bicycle, electrical assisted bicycle, **or electric scooter** has an identifying number permanently stamped or cast on its frame.

(9) (a) Every manufacturer or distributor of new electrical assisted bicycles **or electric scooters** intended for sale or distribution in this State shall permanently affix to each electrical assisted bicycle **or electric scooter**, in a prominent location, a label that contains the classification number, top assisted speed, and motor wattage of the electrical assisted bicycle. The label must be printed in Arial font in at least nine-point type.

(b) A person shall not knowingly modify an electrical assisted bicycle **or electric scooter** so as to change the speed capability or motor engagement of the electrical assisted bicycle without also appropriately replacing, or causing to be replaced, the label indicating the classification required by subsection (9)(a) of this section.

10.04.224 Horns or warning devices.

(3) While in use no bicycle, electrical assisted bicycle, **electric scooter**, or low-power scooter shall be equipped with nor shall any person use upon such vehicle a siren or whistle.

10.04.234 Slow-moving vehicles – Display of emblem.

(1) (a) All machinery, equipment, and vehicles, except bicycles, electrical assisted bicycles, **electric scooters**, and other human-powered vehicles, designed to operate or normally operated at a speed of less than 25 miles per hour while operated on a public highway, shall display a triangular slow-moving vehicle emblem on the rear.

(b) Low-speed electrical vehicles while operated shall display on the rear of the vehicle a triangular slow-moving emblem designed as specified by the State Department of Transportation.

(c) Bicycles, electrical assisted bicycles, **electric scooter**, and other human-powered vehicles shall be permitted but not required to display the emblem specified in this subsection (1).

10.04.503 Projecting loads on passenger vehicles.

No passenger-type vehicle, except a motorcycle, a bicycle, **electric scooter**, or an electrical assisted bicycle shall be operated on any highway with any load carried thereon extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches beyond the line of the fenders on the right side thereof. Any person who violates this section commits a traffic infraction.

10.04.714 Bicyclist or other authorized user in bicycle lane.

(1) The driver of a vehicle shall yield the right-of-way to a bicyclist or other authorized user of a bicycle lane in a bicycle lane.

(2) (a) Except as provided in subsection (2)(b) of this section, any person who violates subsection (1) of this section commits a traffic infraction.

(b) (I) If a person violates subsection (1) of this section and the person's actions are the proximate cause of a crash, the person commits careless driving and shall be punished as described in [section 10.04.1402\(2\)\(a\)](#).

(II) If a person violates subsection (1) of this section and the person's actions are the proximate cause of bodily injury to another person, the person commits careless driving and shall be punished as described in [section 10.04.1402\(2\)\(b\)](#).

10.04.802 Pedestrians' right-of-way in crosswalks.

(3) No pedestrian shall suddenly leave a curb or other place of safety and ride a bicycle, ride an electrical assisted bicycle, **ride an electric scooter**, walk, or run into the path of a moving vehicle that is so close as to constitute an immediate hazard.

10.04.1401 Reckless driving – Penalty

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, **electric scooter**, or low-power scooter in such a manner as to indicate either a wanton or a willful disregard for the safety of persons or property is guilty of reckless driving.

10.04.1402 Careless driving – Penalty

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, **electric scooter** or low-power scooter in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, is guilty of careless driving.

10.04.1407.5 Splash guards – When required.

(3) This section does not apply to:

(g) Bicycles, **electric scooter**, or electrical assisted bicycles.

Section 10.04.1412(1) is amended as follows:

(1) Every person riding a bicycle, electrical assisted bicycle, **or electric scooter** shall have all of the rights and duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, except as provided in section 10.04.1412.5, and except as to those provisions which by their nature can have no application. Said riders shall comply with the rules set forth in this section and GJMC 10.04.221.

(3) No bicycle, electrical assisted bicycle, **or electric scooter** shall be used to carry more persons at one time than the number for which it is designed or equipped.

(4) No person riding upon any bicycle, electrical assisted bicycle, **or electric scooter** shall attach the same or himself or herself to any motor vehicle upon a roadway.

(5) (a) Any person operating a bicycle, an electrical assisted bicycle, **or electric scooter (for this section referred to as "rider")** upon a roadway at less than the normal speed of traffic shall ride in the right-hand lane, subject to the following conditions:

(I) If the right-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a **rider** shall ride far enough to the right as judged safe by the **rider** to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A **rider** may use a lane other than the right-hand lane when:

(A) Preparing for a left turn at an intersection or into a private roadway or driveway;

(B) Overtaking a slower vehicle; or

(C) Taking reasonably necessary precautions to avoid hazards or road conditions.

(III) Upon approaching an intersection where right turns are permitted and there is a dedicated right-turn lane, a **rider** may ride on the left-hand portion of the dedicated right-turn lane even if the **rider** does not intend to turn right.

(b) A **rider** shall not be expected or required to:

(I) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(II) Ride without a reasonable safety margin on the right-hand side of the roadway.

(c) A person operating a bicycle, an electrical assisted bicycle, **or electric scooter** upon a one-way roadway with two or more marked traffic lanes may ride as near to the left-hand curb or edge of such roadway as judged safe by the **rider**, subject to the following conditions:

(I) If the left-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a **rider** shall ride far enough to the left as judged safe by the **rider** to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A **rider** shall not be expected or required to:

(A) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(B) Ride without a reasonable safety margin on the left-hand side of the roadway.

(6) (a) Persons riding bicycles, electrical assisted bicycles, **or electric scooters** upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(b) Persons riding bicycles, electrical assisted bicycles, **or electric scooters** two abreast shall not impede the normal and reasonable movement of traffic and, on a laned roadway, shall ride within a single lane.

(7) A person operating a bicycle, electrical assisted bicycle, **or electric scooter** shall keep at least one hand on the handlebars at all times.

(8) (a) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** intending to turn left shall follow a course described in GJMC [10.04.901\(1\)](#), [10.04.903](#), and [10.04.1007](#) or may make a left turn in the manner prescribed in subsection (8)(b) of this section.

(b) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** intending to turn left shall approach the turn as closely as practicable to the right-hand curb or edge of the roadway. After proceeding across the intersecting roadway to the far corner of the curb or intersection of the roadway edges, the **rider** shall stop, as much as practicable, out of the way of traffic. After stopping, the **rider** shall yield to any traffic proceeding in either direction along the roadway that the **rider** had been using. After yielding and complying with any official traffic control device or police officer regulating traffic on the highway along which the **rider** intends to proceed, the **rider** may proceed in the new direction.

(c) Notwithstanding the provisions of subsections (8)(a) and (b) of this section, the City may cause official traffic control devices to be placed on roadways and thereby require and direct that a specific course be traveled.

(9) (a) Except as otherwise provided in this subsection (9), every person riding a bicycle, electrical assisted bicycle, **or electric scooter** shall signal the intention to turn or stop in accordance with GJMC [10.04.903](#); except that a **rider** may signal a right turn with the right arm extended horizontally.

(b) A signal of intention to turn right or left when required shall be given continuously during not less than the last 100 feet traveled by the bicycle, electrical assisted bicycle, **or electric scooter** before turning and shall be given while the bicycle, electrical assisted bicycle, **or electric scooter** is stopped waiting to turn. A signal by hand and arm need not be given continuously if the hand is needed in the control or operation of the bicycle, electrical assisted bicycle, **or electric scooter**.

(10) (a) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. A person riding a bicycle, **electrical assisted bicycle, or electric scooter** in a crosswalk shall do so in a manner that is safe for pedestrians.

(b) A person shall not ride a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk where such use of bicycles, electrical assisted bicycles, **or electric scooters** is prohibited by official traffic control devices or ordinances. A **rider** shall dismount before entering any crosswalk where required by official traffic control devices or ordinances.

(c) A person riding or walking a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances, including, but not limited to, the rights and duties granted and required by GJMC [10.04.802](#).

(11) (a) A person may park a bicycle, electrical assisted bicycle, **or electric scooter** on a sidewalk unless prohibited or restricted by an official traffic control device or ordinance.

(b) A bicycle, electrical assisted bicycle, **or electric scooter** parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.

(c) A bicycle, electrical assisted bicycle, **or electric scooter** may be parked on the road at any angle to the curb or edge of the road at any location where parking is allowed.

(d) A bicycle, electrical assisted bicycle, **or electric scooter** may be parked on the road abreast of another such **vehicle(s)** near the side of the road or any location where parking is allowed in such a manner as does not impede the normal and reasonable movement of traffic.

(e) In all other respects, bicycles, electrical assisted bicycles, **or electric scooters** parked anywhere on a highway shall conform to Chapter [10.08](#) GJMC regulating the parking of vehicles.

(12) (a) Any person who violates any provision of this section commits a misdemeanor; except that § [42-2-127](#), C.R.S. shall not apply.

(b) Any person riding a bicycle, electrical assisted bicycle, **or electric scooter** who violates any provision of this chapter **and chapter 10.14** other than this section which is applicable to such a vehicle and for which a penalty is specified shall be subject to the same specified penalty as any other vehicle; except that § [42-2-127](#), C.R.S. shall not apply.

(13) Upon request, the Police Department shall complete a report concerning an injury or death incident that involves a bicycle, electrical assisted bicycle, **or electric scooter** on the roadways of the State, even if such accident does not involve a motor vehicle.

(14) (a) (I) A person may ride a class 1 or class 2 electrical assisted bicycle, **or electric scooter** on a bike or pedestrian path where bicycles are authorized to travel.

(II) The City may prohibit the operation of a class 1 or class 2 electrical assisted bicycle, **or electric scooter** on a bike or pedestrian path.

Chapter 10.14 Shared Micromobility Devices

10.14.010 Operation of shared micromobility devices.

(a) Definitions

As used in this Chapter, the following shall apply:

Docked devices consist of shared micromobility devices such as a bicycle, electrical assisted bicycle, electric scooter, or other City-approved vehicle that can be rented from an automated station or “docking station” or “docks” and can be returned at the same station or another station belonging to the same system.

Dockless device means a bicycle, electric scooter, electrical assisted bicycle or other City-approved vehicle that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.

Operator is a person authorized by the City to own and operate a shared micromobility fleet and service integrating on-board technology allowing a user to utilize either docked or dockless devices remotely in designated right-of-way. The term includes any employee, agent or independent contractor hired by the operator.

Pilot means a preliminary study governed by a pilot agreement and conducted to evaluate factors related to the operation of shared micromobility in the City that include but are not limited to feasibility, duration, cost and adverse events, and improve upon study design to prior to establishing a permanent permitting or licensing system.

Shared micromobility means a transportation option providing either dockless or docked devices for short term rental for point-to-point trips among multiple users where the devices are intended to remain in the public right-of-way, even when not being rented/used by a user; that are part of a shared fleet; and that uses smart-phone applications (“Apps”) to locate, reserve, checkout, and process payment for the use of those devices.

User is any person that uses, rents, or rides a docked or dockless device and/or is a customer of the shared micromobility operator.

Shared Micromobility Device (Device) means any lightweight, low-powered or human powered vehicular unit, including bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the City.

(b) Shared micromobility operator requirements

- (1) The City Manager shall develop a shared micromobility operator pilot criterion, application process, and pilot requirements and define the period of performance to operate within the City’s right-of-way.**
- (2) The City Manager is authorized to review and approve operator’s deployment plans for qualified operator(s) who submit applications to participate in the pilot within the City.**
- (3) The City Manager shall promulgate additional regulations governing shared micromobility, which at a minimum requires operators to provide device safety features (such as lights and reflectors), follow established parking rules, meet operating and customer service performance standards, and perform data collection and reporting to the City that monitors performance and effectiveness of the pilot. Safety communication materials and application features must be preapproved by the City prior to launching.**
- (4) The City Manager shall set requirements for operators to remove shared micromobility devices that are parked in inappropriate areas, rebalance the devices, and similar operator obligations and responsibilities.**

- (5) Operators are required to provide proof of insurance of the types and at the levels determined by the City, indemnification, surety bonds, and cost recovery fees.**
- (6) A pilot shall be subject to termination for non-compliance, including but not limited to, operations that in the City's discretion constitute a nuisance, dangerous condition(s) or for repeated violation(s).**
- (7) The City Manager shall establish a process to determine well-planned, designated locations for dedicated parking spaces for shared micromobility devices in the City's right-of-way.**
- (8) The pilot is only valid for operations within designated City rights-of-way. An operator shall not restrict use of its fleet within certain geographical areas of the City unless approved by the City. Permission to operate devices outside the public right-of-way shall require advanced written permission of the property owner(s). Operators shall have a means of communicating to the user or customer when the device has been operated in non-permitted areas. The communication to the user shall be sent electronically at the conclusion of the trip.**

(c) Identification of devices

- (1) Devices are required to be individually numbered by the operator.**
- (2) Devices are required to use a unique identifier sticker that is clearly visible to the user and the City. Such identifier must:**
 - i. be affixed to the vehicle stem;**
 - ii. be at least 2 inches high**
 - iii. include that the particular device is allowed to be operated within the City;**
 - iv. include a toll-free telephone number and e-mail address so a user and/or the public can report issues or make relocation requests.**

- (3) Operators are required to provide an inventory list of device identification numbers to the City Manager prior to deployment within the City.**
- (4) Fleet inventory shall be audited through-out the City-approved period of performance to ensure fleet size requirements are respected.**
- (5) Operators are required to update the fleet inventory list monthly and are not allowed to deploy a device whose identification number is not filed with the City Manager.**

(d) Communications to users/customers

- (1) All operators shall conspicuously include in the operator's Apps information that:
 - i. educates users or customers about safe use of the devices that are in the operator's inventory; and**
 - ii. informs the users or customers of parking zones.****

(e) Use

- (1) Every user of a device shall have all the rights and duties applicable to a rider of the same type of vehicle not included in a shared fleet system under this Code, except as to special regulations in this chapter and except as to those provisions in which by their nature can have application.**
- (2) No device shall be used to carry more persons at one time than the number for which it is designed and equipped.**

(f) Parking requirements for devices

- (1) Devices shall be parked within dedicated parking zones which shall be adjacent to the curb in a parking lane of a roadway, and that are established and maintained solely at the cost of the operator. Dedicated parking zones shall be differentiated from other uses of the parking lane by pavement marking, delineators, wheel stops, flexible bollards or other City-approved material(s).**

- (2) Devices may not be parked on sidewalks, unless there is an on-sidewalk dedicated parking zone that is differentiated from other uses of the sidewalk by pavement markings, delineators, wheel stops, flexible bollards or other City-approved material(s).**
- (3) Devices shall be upright when parked.**
- (4) Operators shall inform users on proper parking of devices.**
- (5) Dedicated parking zones shall not impede access to utilities, or access from the street to the sidewalk.**
- (6) The City Manager reserves the right to reduce the number of devices allowed to operate in the City and revoke the operators ability to operate, if such devices are found to be consistently parked improperly.**
- (7) To maintain parking compliance, operators shall:**
 - i. Provide a single point-of-contact (telephone number and email address) customer service line, available 24 hours and answerable by the local representative of the operator, for complaints regarding improper parking;**
 - ii. List the contact information clearly on each device along with a unique identifying number as described in section (c);**
 - iii. Resolve complaints within one hour Monday through Friday, 7:00 a.m. to 6 p.m., and within four hours on Saturdays and Sundays and after the weekday hours listed herein;**
 - iv. Assign a unique complaint number for each issue to both the City and the person who reported the issue;**
 - v. When a complaint is closed provide a response to the City and the person who reported the issue; and**
 - vi. Provide sufficient operations and maintenance staff to address issues and remove improperly parked vehicles.**

(g) Areas of operations for devices

- (1) Devices may be operated in a designated bicycle lane if one is present, or in a vehicle travel lane except for circumstances described below and elsewhere in Chapter 10.04.**
- (2) Devices may be used on City sidewalks unless otherwise posted to the contrary.**

(3) Devices may be used in City parks or trails owned or maintained by the City unless otherwise posted to the contrary.

(h) Speed limits for devices.

(1) No user shall ride a device in excess of 15 miles per hour when riding on a multiuse path.

(2) No user shall ride a device in excess of a speed of 6 miles per hour when riding on a sidewalk.

(3) Where the posted speed limit is more than 35 miles per hour or more and there is no designated bike lane, the device shall be operated on a sidewalk if available.

(i) Safety

(1) A user of a device in any public place within the City shall use the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and prudent under the conditions existing at the place and time of operation, taking into account any posted speed limits, the amount and character of pedestrian traffic, grade and width of path, trail or right-of-way and condition of the surface therefor.

(j) Advertising

Operators shall not display third party advertising on vehicles or parking zones without express approval from the City Manager.

(k) Privacy.

Each operator will be required to establish a privacy policy that safeguards user information and will be required to file a data privacy plan with the City. In addition, each operator shall be required to provide an electronic payment system.

(l) Device maintenance

Operator shall remove any inoperable device or any device that is not safe to operate as immediately as possible but no later than 24 hours after notification. Failure to do so may result in the revocation of the City's consent/authority to operate in the City.

(m) Data sharing

Each operator shall be responsible for providing quarterly reports to the City displaying trip information including, but not limited to, the following:

- (1) utilization rates**
- (2) total downloads, active users & repeat user information**
- (3) total trips by day of week and time of day**
- (4) origin and destination information for all trips**
- (5) trips per device**
- (6) average trip distance**
- (7) trips originating in or destined for designated opportunity areas**
- (8) parking compliance at designated zones and at transit and bus stops**
- (9) incidents of theft and/or vandalism**
- (10) complaints**
- (11) number of users participating in discount programs disaggregated by program type (low income, students, etc.)**
- (12) accident/crash information**
- (13) payment method information**

Complete data sharing requirements will be provided to approved operators. Operators shall comply with all data sharing requirements to remain in good standing. Failure to comply will result in termination of the pilot agreement.

(o) Indemnification.

Operators shall defend, indemnify, and hold harmless the City, its agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the services performed under the pilot, unless such claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the permitted operator or its subcontractors either passive

or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

9.04.200 Skate devices, **electric scooters**, wheeled devices – Regulations.

(c) For this section, skate device(s) shall include and mean any skateboard(s), conventional or in-line roller skates, **bicycles, electrical assisted bicycles, electric scooters**, or other similar device or apparatus, all which may be collectively referred to as skate device or skate devices.

Introduced on first reading this 6th day of July 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: July 6, 2022

Presented By: Anna Stout

Department: City Council

Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Amending 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge and Setting a Public Hearing for July 20, 2022

RECOMMENDATION:

Introduce and approve the Ordinance on first reading, pass for publication in pamphlet form and schedule a public hearing for July 20, 2022.

EXECUTIVE SUMMARY:

The Ordinance amends Chapter 2, Title 8 of the GJMC to establish Section 015 such that the compensation paid to the Municipal Judge and the City Attorney is established by the City Council by ordinance. With approval of the Ordinance, the City Council will set the 2022 compensation for the Municipal Judge and the City Attorney as provided therein.

BACKGROUND OR DETAILED INFORMATION:

The Ordinance amends Chapter 2, Title 8 of the GJMC to establish Section 015 such that the compensation paid to the Municipal Judge and the City Attorney is established by the City Council by ordinance. With approval of the Ordinance, the City Council will set the 2022 compensation for the Municipal Judge and the City Attorney as provided therein.

With adoption of the Ordinance a) the compensation of Municipal Judge Tammy Eret is and shall be set at \$106.08 per hour to compensate her for her service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado, with the same being effective and relating back to January 1, 2022,

City Pay Period 1, with all other terms of her respective employment being unchanged, together with said compensation being paid until amended by subsequent action of the City Council; and, b) the salary of City Attorney John Shaver is and shall be set at \$204,600.00 per year (\$98.36 per hour) and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of his respective employment being unchanged, together with all compensation being paid until amended by subsequent ordinance of the City Council.

FISCAL IMPACT:

The City Council has previously approved Ordinance No. 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees and the salary established for the City Attorney and the Municipal Judge are within the appropriation authorized by Ordinance No. 5042.

SUGGESTED MOTION:

I move to introduce an ordinance amending 2.08 of the Grand Junction Municipal Code and setting the 2022 salary of the City Attorney and the Municipal Judge and setting a public hearing for July 20, 2022.

Attachments

1. ORD-CA2022

**CITY OF GRAND JUNCTION
ORDINANCE NO.**

**AN ORDINANCE CONCERNING THE COMPENSATION OF THE MUNICIPAL
JUDGE AND THE CITY ATTORNEY AND AMENDING CHAPTER 2.08 OF THE
GRAND JUNCTION MUNICIPAL CODE REGARDING THE FIXING OF THE
COMPENSATION FOR THE CITY ATTORNEY AND THE MUNICIPAL JUDGE**

RECITALS.

On December 2, 2020 the City Council approved Ordinance No. 4966 appropriating money to defray the expenses of, and setting the 2021 budget for, the City. That appropriation included a budgeted 2.5% cost of living wage increase for City employees. The wage increase for eligible employees was dependent on each employee being evaluated by his/her supervisor and being rated as performing at or above expectations. For employees performing at that level the 2.5% increase began with City Pay Period 7.

The City Council has three employees, the Municipal Judge, the City Attorney and the City Manager. Pursuant to the City Charter, the salary of the City Manager is set by ordinance, the approval of which serves to amend his employment agreement.

With Ordinance ___ the City Council has fixed and determined the City Manager's 2022 compensation, which is based on the City Council's finding that the City Manager is performing his job duties at or above expectations.

The City Council recently reviewed the performance of the City Attorney and found that he is performing his job duties at or above expectations and accordingly with this ordinance and the prior appropriation, increases his compensation by 3.5% annually rounded to the nearest whole dollar. As necessary or required to effectuate the purposes hereof, this ordinance shall amend the terms of his compensation, as established herein, being effective and beginning with City Pay Period 1 with all other terms of employment and benefits being unchanged.

Pursuant to the Grand Junction Municipal Code (GJMC) the City's Judicial Performance Commission (Commission) performs biannual reviews of the Municipal Judge. While the Commission has begun its 2023 review of Judge Eret, because the review is not yet, due, Council has determined consistent with Ordinance No. 5042 and the assumptions made in the budget to adjust the City's pay plan, to provide Judge Eret a 2022 cost to living adjustment of 3.5%.

Furthermore, by and with this Ordinance, Chapter 2, Title 8 of the GJMC is amended to establish Section 015 such that the compensation paid to the Municipal Judge and that paid to the City Attorney shall be established by City Council by ordinance.

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

That the foregoing Recitals are incorporated by reference and therefore:

a) the compensation of Municipal Judge Tammy Eret is and shall be set at \$106.08 per hour to compensate her for her service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado, with the same with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of her respective employment being unchanged, together with said compensation being paid until amended by subsequent action of the City Council; and,

b) the salary of City Attorney John Shaver is and shall be set at \$204,600.00 per year (\$98.36 per hour) and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of his respective employment being unchanged, together with all compensation being paid until amended by subsequent ordinance of the City Council; and,

c) that the GJMC is amended by and the addition of 2.08.015 as follows (additions shown in ALL CAPS):

2.08.015 COMPENSATION OF CITY COUNCIL EMPLOYEES

A) THE MUNICIPAL JUDGE SHALL RECEIVE SALARY OR OTHER COMPENSATION TO BE FIXED AND OTHERWISE SET BY THE CITY COUNCIL BY ORDINANCE; AND,

B) THE CITY ATTORNEY SHALL RECEIVE A SALARY TO BE FIXED AND OTHERWISE SET BY THE CITY COUNCIL BY ORDINANCE; AND

C) AS PROVIDE IN ARTICLE VII, PARAGRAPH 57 THE CITY MANAGER SHALL RECEIVE A SALARY TO BE FIXED BY THE COUNCIL BY ORDINANCE.

d) If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid or in conflict with the Charter or other ordinances of the City, then such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid

provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

The City Council does authorize the President of the City Council to take such action as is necessary or required, consistent with this Ordinance, to affect the compensation increases upon this Ordinance being finally passed, published, and becoming effective as provided by the Charter and applicable law.

INTRODUCED ON FIRST READING PASSED FOR PUBLICATION AND SETTING A HEARING FOR THIS 6TH DAY OF JULY 2022.

PASSED, ADOPTED, AND ORDERED PUBLISHED THIS ___ DAY OF ___ 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: July 6, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street and Setting a Public Hearing for July 20, 2022

RECOMMENDATION:

The Planning Commission will be hearing this item at its July 12, 2022 meeting.

EXECUTIVE SUMMARY:

The Trustee, Mr. Douglas A. Pritchard, acting on behalf of the Applicant, Douglas A. Pritchard Revocable Trust, is requesting the rezone of one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) located at 1215 N 1st Street. The purpose of the rezone is to allow for more flexibility for future retail development. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises one parcel totaling 0.45 acres situated at 1215 N 1st Street and is located within the Sherwood Park Mixed-Use District, which is part of the North Avenue West Corridor Plan adopted in 2011. The subject site is currently zoned R-O. The building on the property was remodeled in 2004 (SPR-2004-148) to include an office under the Home Occupation permit requirements and currently operates as a medical office and residence. The subject site was annexed to the City in 1959 as part of the West Lake Park Annexation. The property underwent a rezone from RMF-24 (Residential Multi-Family – 24 du/ac) to R-O in 2004 (RZ-2004-129). The property abuts N 1st Street, which is a minor arterial. To the south is a strip mall containing both

retail shops and a used-car dealership. To the east of the property are medical professional services. To the west and north exist multi-family apartments. Any subsequent application to bring in retail or other commercial uses will require, at minimum, a change of use permit to establish the new use. A major/minor site plan may be required depending on the use or if there are significant changes or alterations to the structure or redevelopment of the site.

The 2020 One Grand Junction Comprehensive Plan classifies the subject property and properties to the south of the site as Commercial. Under the Grand Junction Zoning and Development Code, the zone districts that may implement the Commercial land use classification include Mixed Use (M-U), Business Park (B-P), Industrial Office (I-O), Light Commercial (C-1), General Commercial (C-2), Mixed Use Residential High (MXR-8), Mixed Use General Low, Medium and High (MXG-3, 5, 8), and Mixed Use Shopfront (MXS-3, 5, 8), and Mixed Use Opportunity Corridor (MXOC) zone districts. The Comprehensive Plan classifies the adjacent properties to the north as Residential High and the properties to the east as Mixed Use.

The Applicant is now requesting a rezone to C-1. If the rezone application is approved and a new commercial use is subsequently proposed, it would be required to go through a city review process.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on May 12th, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Five participants were in attendance, including City staff, the applicants and two neighbors.

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 June 15, 2022. 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 July 1, 2022. The notice of the Planning Commission public hearing was published on July 5, 2022, in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The Comprehensive Plan Land Use Map identifies the subject property as Commercial, which is different from the 2010 Comprehensive Plan designation of Residential High Mix Use. The applicant's proposed zoning of C-1 implements the

2020 Comprehensive Plan Land Use of Commercial, whereas the existing zoning of R-O is an invalid zone designation for Commercial land use under the 2020 Comprehensive Plan.

The existing zoning designation of R-O is not supported by the recently adopted 2020 Comprehensive Plan, which anticipates more commercial type uses such as retail sales and services in the area. There are 30 principal uses under the Retail Sales and Services use category in the Zoning and Development Code. Out of those 30 principal uses, only four are allowed by right and one is conditionally allowed within the existing zoning designation of R-O. In contrast, a zone designation of C-1 would allow for the introduction of a greater range of retail services and sales businesses. This is attributed to the site's location at the gateway of the North Avenue West Corridor and exposure adjacent to the intersection at North Avenue and Highway 6. This fact is consistent with the Comprehensive Plan's Growth Framework, which identifies proximity to intersections or along major local, state or interstate roadways as a defining characteristic of the Commercial land use designation. Based on the preceding information, staff finds 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

As previously mentioned, the site is located within the 2011 North Avenue West Corridor Plan. Up until the 1990s, the corridor along North Avenue was the primary retail tax generator for the City. Despite the significant brick and mortar business attrition experienced along the corridor in the early aughts, the Comprehensive Plan still maintains the western section of the corridor as an area of focus for continued commercial development and reinvestment.

Since 2013, there has been one change of use from office to retail (COU-2013-522) in the area and one condominium plat for the creation of three commercial condominium units in the adjacent Sherwood Plaza Condominiums (SUB-20140337). While there has been a steady level of planning clearances processed for activities like remodeling of existing businesses nearby, there has not been a significant amount of new retail development coming into the west side of the corridor in recent years. It is premature to conclude that the areas have changed dramatically enough in character to warrant a rezone. Based on the preceding information, 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

Adequate public infrastructure and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The subject site is currently served by City of Grand Junction Water and Sewer District, the Grand Valley Irrigation Company, the Grand Valley Irrigation Company, the Grand Valley

Drainage District, and Xcel Energy. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process.

A 1,500-10,000 gallons per minute fire hydrant is located at the corner of N 1st Street and W Sherwood Drive and along N 1st Street at 1114 N 1st Street. City Water runs to the building on the property and there is a 12' water line in N 1st Street. As mentioned, the property is located within the 201 Persigo boundary and there is sanitary sewer that runs along the eastern half of N 1st Street.

Multimodal access is sufficient. The subject site is proximate to a secondary truck route that runs along North Avenue/Highway 6 with access via N 1st Street. The stretch of N 1st Street that runs adjacent to the subject site is classified as an Active Transportation Corridor. As aforementioned, the site has access off of N 1st Street. The site currently does not meet the access spacing standards of the City's Transportation Engineering Design Standards (TEDS). The current size of the parcel and position of the site relative to the neighboring properties and the intersection at 1st Street and North Avenue, may complicate the site's feasibility to make the required improvements to meet those standards. The Applicant has been advised of these concerns and that the access will have challenges, which will be addressed in a future site plan submittal.

Because any traffic improvements are highly dependent on the nature of the future commercial use, staff finds that multimodal access is currently sufficient by virtue of being physically available and serving the current medical office, which is also classified under commercial use.

Based on the preceding information, staff finds 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

While there are some similarities between the R-O and C-1 zone districts, there are also differences, primarily being that C-1 allows for more commercial and retail types. The C-1 zone district accounts for approximately 5.5% of City zoned land, whereas the R-O zone district accounts for approximately 0.4% of City zoned land. There are approximately 12 other parcels within the immediate vicinity of the subject site that have a current zone designation of C-1, as well as other zone districts nearby, such as C-2 and B-1, which are also able to implement the Commercial Land Use designation. Staff has been unable to determine if there is an inadequate supply of land to accommodate the proposed land use. Therefore, staff does not find this criterion to be met.

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

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

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers.

- i. Tier 1: Urban Infill
- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

The subject property is located within the Tier 1 – Urban Infill tier as identified in the City’s Growth Plan. Rezoning to C-1 opens up opportunities for more compact retail and commercial development in an area that the 2020 Comprehensive Plan identifies as a priority for infill. As stated in the 2020 Comprehensive Plan, development of parcels located within Tier 1 will provide development opportunities that do not require extension of infrastructure or the expansion of City Services. Rezoning to C-1 may help direct future commercial and retail development to an area that has adequate public infrastructure and amenities to accommodate that growth.

Plan Principle 2.1.g. Sales and Use Tax Revenue – Partner in supporting programs that encourage residents to spend retail dollars locally and before looking elsewhere for goods and services. Emphasize the retention and recruitment of retailers or development projects that have a positive impact on sales tax generation, specifically focused on increasing retail sales inflow and reducing retail sales leakage.

As mentioned previously, the western corridor of North Avenue was a critical retail tax generator for the City but began to see significant business and retail attrition beginning in the 1990s as the City saw an influx of newer and larger shopping centers along the western edge of the City. Additionally, the impact of the 2008 recession resulted in many businesses closing their doors along the corridor. The 2011 North Ave West Corridor Plan reported a vacancy rate along the corridor nearly double that of other commercial areas in the City combined. Both the 2020 Comprehensive Plan and the 2011 North Avenue West Corridor Plan acknowledge the importance of reprogramming key areas like the North Avenue West Corridor into mixed use areas and neighborhood retail centers as a key strategy to building a resilient and diverse economy. Because C-1 allows for a greater number of retail uses, rezoning to this zone district could enable and encourage increased brick and mortar retail investment along the corridor.

Based on the preceding information, staff finds that the community and area will derive benefits from the proposed amendment. Therefore, staff finds that this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Pritchard Rezone, RZN-2022-368, rezoning one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) for the property located at 1215 N 1st Street, the following findings of fact have been made:

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

Staff recommends approval of the request. However, the Planning Commission will be hearing this item at their July 12th Planning Commission Meeting and will render a recommendation at that time.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance to rezone the property located at 1215 N 1st Street from R-O (Residential Office) to C-1 (Light Commercial) and set a public hearing for July 20, 2022.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting Documentation
3. Exhibit 3 - Maps & Exhibits
4. Exhibit 4 - Draft Ordinance



Development Application

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

Petition For: Rezone

Please fill in blanks below <u>only</u> for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:			
Existing Land Use Designation:	<u>Commercial</u>	Existing Zoning:	<u>R-O</u>
Proposed Land Use Designation:	<u>Commercial</u>	Proposed Zoning:	<u>C-1</u>

Property Information

Site Location: 1215 North 1st Street Grand Junction, CO 81501 Site Acreage: 0.36 ac

Site Tax No(s): 2945-104-00-053 Site Zoning: R-O

Project Description: Rezone

Property Owner Information

Name: Douglas A. Pritchard

Street Address: 106 Lawson Overlook

City/State/Zip: Mountain Village, CO

Business Phone #: ZIP: 81435

E-Mail: moveher@hotmail.com

Fax #: _____

Contact Person: Douglas Pritchard

Contact Phone #: 225-964-0032

Applicant Information

Name: Douglas A. Pritchard

Street Address: 106 Lawson Overlook

City/State/Zip: Mountain Village, CO

Business Phone #: ZIP: 81435

E-Mail: moveher@hotmail.com

Fax #: _____

Contact Person: Douglas Pritchard

Contact Phone #: 225-964-0032

Representative Information

Name: Ryan Pritchard

Street Address: 6032 Fieldstone Dr.

City/State/Zip: Ste C Baton Rouge, LA

Business Phone #: ZIP: 70809

E-Mail: ryan@pritchardre.com

Fax #: _____

Contact Person: Ryan Pritchard

Contact Phone #: 225-235-9509

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: 04-26-2022

Signature of Legal Property Owner:  Date: 04-26-2022

GENERAL PROJECT REPORT for REZONING of:

1215 North 1st Street Grand Junction, CO 81501

Tax Parcel #: 2945-104-00-053

Contact: Ryan Pritchard | 225-235-9509 | ryan@pritchardre.com

A. Project Description

- a. Location: 1215 North 1st Street Grand Junction, CO 81501
- b. Acres: 0.36
- c. Proposed Use: C-1
- d. The purpose of this submittal is to obtain approval from the City of Grand Junction to rezone the above stated site from R-O to C-1
- e. Site Sketch



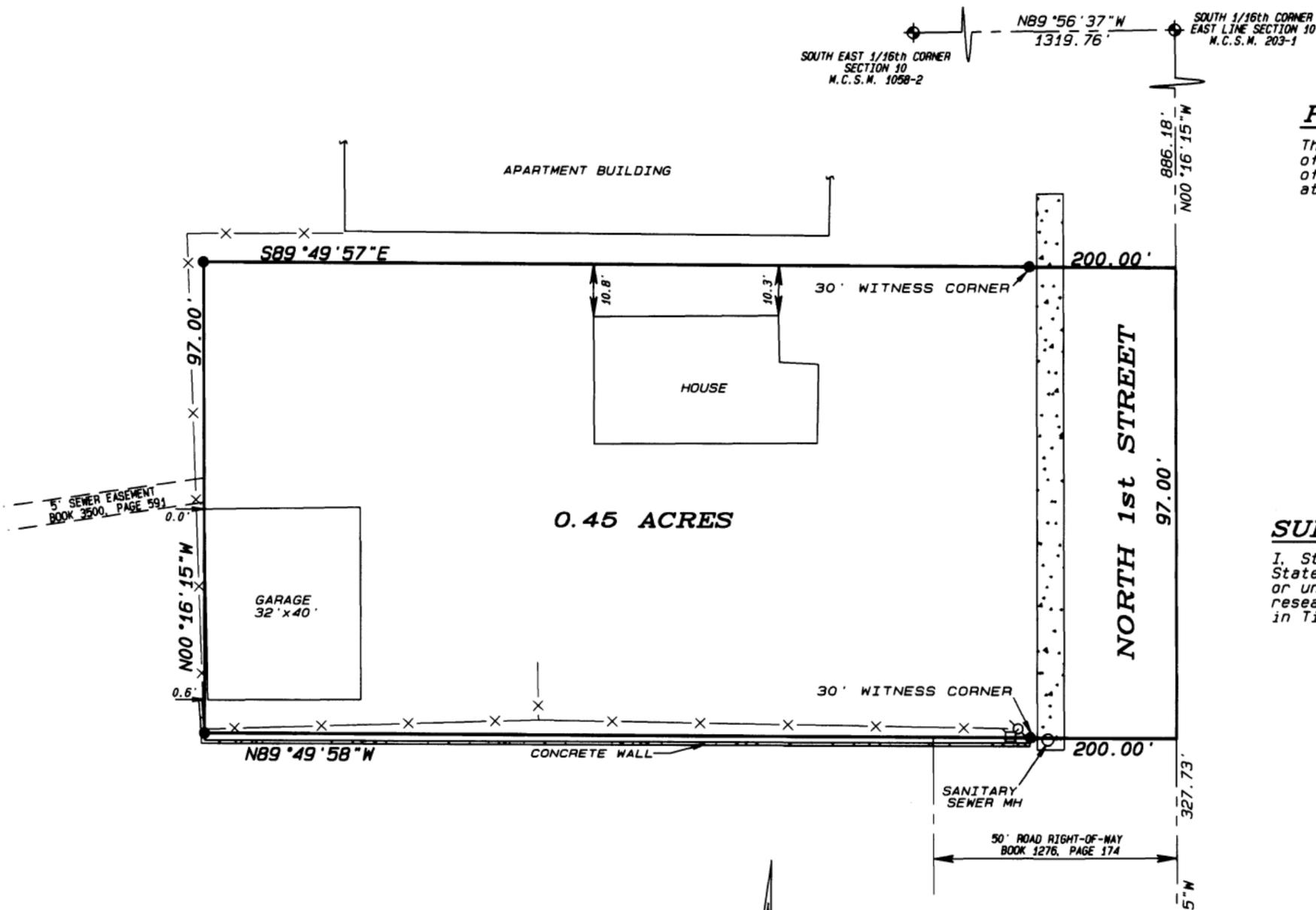
B. Public Benefit: The public will gain access to more convenient retail businesses and it will generate more sales tax income for the city

C. Project Compliance, Compatibility, and Impact

- a. Adopted plans and/or policies (for rezones, variances, conditional and special use, revocable permits, and vacations, discuss the circumstances that justify the request, as required by the Zoning and Development Code)
 - i. The character and/or condition of the area has changed such that the amendment is consistent with the Plan
 1. Adjacent property is zoned C-1 and is a retail strip center
 - ii. Public and community facilities are adequate to serve the type and scope of land use proposed
 1. Rezoning to C-1 should not have any significant impact on the public and community facilities

- iii. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use
 - 1. The commercial real estate market shows there is a shortage of available C-1 retail space in the area and majority of potential tenants require C-1 zoning
- iv. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment
 - 1. The community will gain access to more convenient retail businesses which will generate more sales tax income for the city
- b. Land use in the surrounding area
 - i. Surrounding and adjacent properties are majority C-1 retail commercial use

BOUNDARY SURVEY



PROPERTY DESCRIPTION

The East 200 feet of the South 97 feet of the North 1/2 South 1/2 of the SE 1/4 SE 1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado as recorded in Book 2559 at Page 165 of the Mesa County Records.

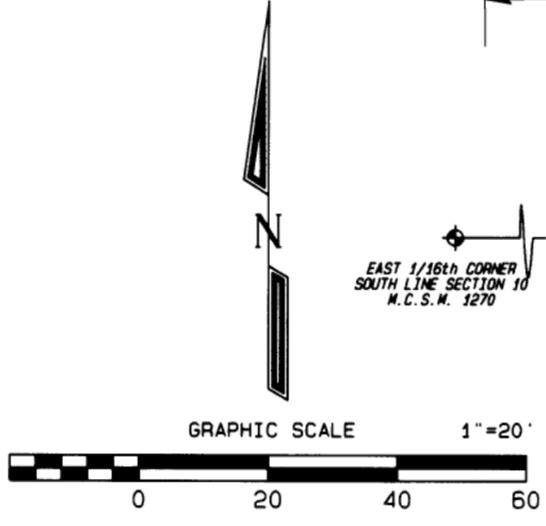
SURVEYOR'S STATEMENT

I, Steven L. Hagedorn, a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this survey was performed by me or under my direct responsibility, supervision, and checking. That title research was supplied by Security Union Title Insurance Company in Title Commitment #125.



LEGEND & ABBREVIATIONS

- ◆ FOUND MESA COUNTY SURVEY MARKER (MCSM)
- ⊙ FOUND 1 1/2" PIN WITH WASHER
- SET 2" ALUMINUM CAP ON #5 REBAR STAMPED "D H SURVEYS INC LS 24306"
- ⊕ POWER POLE
- ⊞ TELEPHONE PEDISTAL
- X— FENCE LINE
- ▤ CONCRETE
- W.C. = WITNESS CORNER
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM



LAND SURVEY DEPOSIT

Mesa County Surveyor's Office
 Date May 25, 2004
 Book 1 Page 93
 Deposit No. 3004-04

BOUNDARY SURVEY
GATEWAY CONSTRUCTION & DESIGN
 LOCATED IN THE SE1/4 SE1/4, SECTION 10, T.1S,R.1W, UTE MERIDIAN
 MESA COUNTY, COLORADO

D H SURVEYS INC.
 118 OURAY AVE. - GRAND JUNCTION, CO.
 (970) 245-8749

Designed By <u>S.L.H.</u>	Checked By <u>M.W.D.</u>	Job No. <u>805-04-01</u>
Drawn By <u>TERRAMODEL</u>	Date <u>APRIL, 2004</u>	Sheet <u>1 OF 1</u>

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

DEPOSIT 3004-04

LEGAL DESCRIPTION for REZONING of:

1215 North 1st Street Grand Junction, CO 81501

THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION
10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS
DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA,
STATE OF COLORADO



State Documentary Fee
Date: April 25, 2022
\$37.00

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

Grantor(s), **ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **312 RIMROCK CT, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$370,000.00) ***Three Hundred Seventy Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **DOUGLAS A. PRITCHARD REVOCABLE TRUST**, whose street address is **6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809**, City or Town of **Baton Rouge**, County of **East Baton Rouge** and State of **Louisiana**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

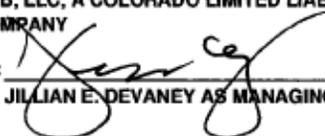
THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **1215 NORTH 1ST STREET, GRAND JUNCTION, CO 81501**

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 **April 25, 2022**.

ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY

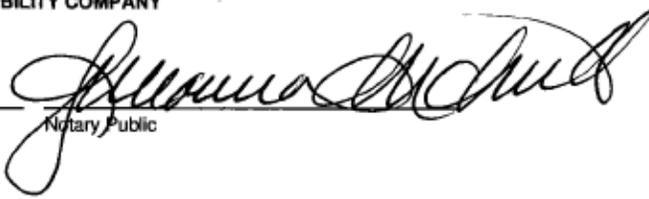
By: 
JILLIAN E. DEVANEY AS MANAGING MEMBER

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

The foregoing instrument was acknowledged before me on this day of **April 25th, 2022** by **JILLIAN E. DEVANEY, AS MANAGING MEMBER OF ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 11-15-25


Notary Public

JULIANNA MCNEILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19934017213
My Commission Expires November 15, 2025
County of Mesa

When recorded return to: **DOUGLAS A. PRITCHARD REVOCABLE TRUST**
6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809



WHEN RECORDED DOUGLAS A. PRITCHARD REVOCABLE TRUST
RETURN TO: 6032 FIELDSTONE DRIVE, SUITE C
Baton Rouge, LA 70809



STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

- This Statement of Authority relates to an entity¹ named
DOUGLAS A. PRITCHARD REVOCABLE TRUST
- The type of entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Trust
- The entity is formed under the laws of
- The mailing address for the entity is **6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809**
- The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **DOUGLAS A. PRITCHARD, AS TRUSTEE**
- The authority of the foregoing person(s) to bind the entity: is² not limited is limited as follows:
- Other matters concerning the manner in which the entity deals with interests in real property:
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. ³
- This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of April ^{21st} ~~25th~~, 2022

DOUGLAS A. PRITCHARD REVOCABLE TRUST

By: *Douglas A. Pritchard*
DOUGLAS A. PRITCHARD AS TRUSTEE

State of FLORIDA)
)ss.
County of SANTA ROSA)

The foregoing instrument was acknowledged before me on this day of April ^{21st} ~~25th~~, 2022 by DOUGLAS A. PRITCHARD, AS TRUSTEE OF THE DOUGLAS A. PRITCHARD REVOCABLE TRUST

Witness my hand and official seal

My Commission expires: 11/19/22

Kimberly Schneider
Notary Public



KIMBERLY SCHNEIDER
Commission # GG 266288
Expires October 19, 2022
Bonded Thru Budget Notary Services

¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
³The statement of authority must be recorded to obtain the benefits of the statute.



Neighborhood Meeting Notes for REZONING of:

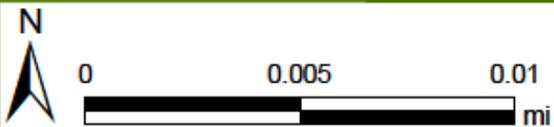
1215 North 1st Street Grand Junction, CO 81501

Neighborhood Meeting

- a. A neighborhood meeting was held via Zoom on May 12, 2022 5:30 Mountain Time. Meeting ID was 920 6858 2015

- b. Attendees included Ryan Pritchard, Douglas Pritchard, Zac Obst, Janel Green, and Daniella Acosta. Douglas Pritchard explained the rezoning desired. Daniella Acosta explained the process and then the meeting was open to questions. Janel Green asked if there were any plans to change the look of the exterior building. Douglas Pritchard answered that there are no such intentions. Janel Green said she wishes us the best of luck on the rezoning and welcome to the neighborhood. No further questions were asked. Meeting ended.

Site Map



Printed: 6/22/2022

1 inch = 24 feet



Vicinity Map



Printed: 6/22/2022

1 inch = 188 feet



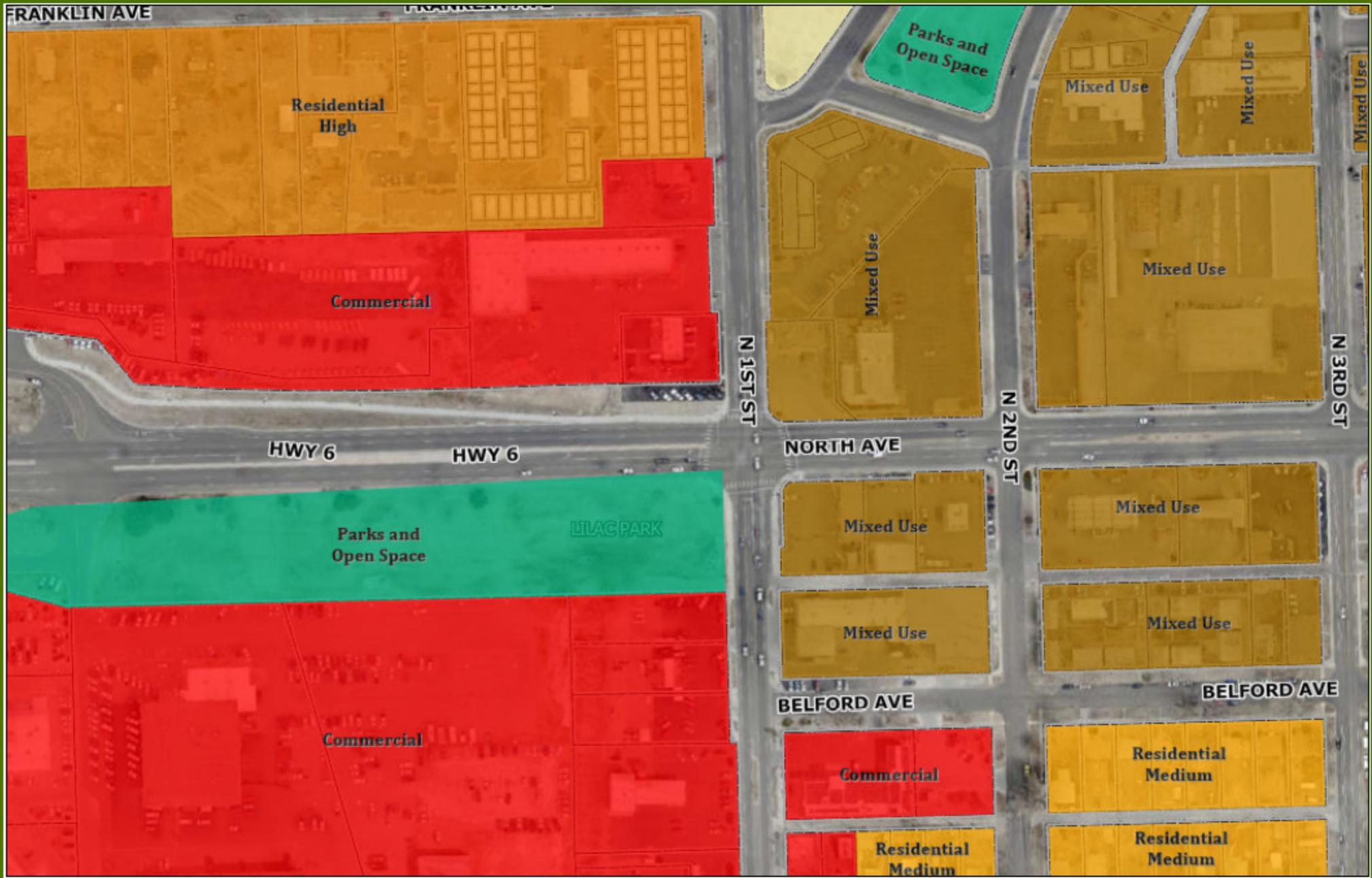
Zoning Map



Printed: 6/22/2022

1 inch = 188 feet

Comprehensive Future Land Use Map



Printed: 6/22/2022

1 inch = 188 feet

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA, STATE OF COLORADO 1215 N 1ST ST FROM R-O (RESIDENTIAL OFFICE) TO C-1 (LIGHT COMMERCIAL)

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended zoning the East 200 Feet Of The South 97 Feet Of The N1/2 S1/2 Of The Se1/4 Se1/4 Of Section 10, Township 1 South, Range 1 West Of The Ute Meridian, Except Right Of Way As Described In Deed Recorded May 10, 2006 In Book 4153 At Page 66, County Of Mesa, State Of Colorado, to the C-1 (Light Commercial) zone district. The Planning Commission found that the C-1 zoning is consistent with the Code, it 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 C-1 (Light Commercial) 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:

The East 200 Feet Of The South 97 Feet Of The N1/2 S1/2 Of The Se1/4 Se1/4 Of Section 10, Township 1 South, Range 1 West Of The Ute Meridian, Except Right Of Way As Described In Deed Recorded May 10, 2006 In Book 4153 At Page 66, County Of Mesa, State Of Colorado is and shall be zoned C-1 (Light Commercial) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this 6th day of June 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: July 6, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning Approximately 19.77 Acres from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac) for the If Land Annexation, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Public Hearing for July 20, 2022

RECOMMENDATION:

The Planning Commission will hear this item at their July 12, 2022 Planning Commission meeting.

EXECUTIVE SUMMARY:

The Applicant, Upper Limit Investments, LLC is requesting a zone of annexation to R-8 (Residential 5.5 du/ac to 8 du/ac) for the If Land Annexation. The approximately 19.77 - acres consists of 3 parcels of land located at 364 29 Road; 370 29 Road; and 374 29 Road. The majority of the subject property is undeveloped.

The property is Annexable Development per the Persigo Agreement. The zone district of R-8 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

The Applicant, Upper Limits Investments, LLC is requesting annexation of approximately 19.77 acres consisting of three parcels of land located at 364 29 Road, 370 29 Road, and 374 29 Road. There is a portion of the 29 Road right-of-way included (0.623 acres) in the annexation. The subject property has an existing residence on

each property for a total of three residential dwellings.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of developing the three properties. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use June 15, 2022.
- Planning Commission considers Zone of Annexation – July 12, 2022, moved from June 28th
- Introduction of a Proposed Ordinance on Zoning by City Council – July 6, 2022.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – July 20, 2022.
- Effective date of Annexation and Zoning – August 21, 2022.

Zone of Annexation Request

The Applicant is requesting a zone district of R-8 (Residential – 8 du/ac. The property is currently zoned in the County as RSF-R (Residential Single Family Rural – one dwelling per five acres). The proposed zone district of R-8 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan and city R-12 to the west. The surrounding County zoning is generally RSF-R, a zone district that provides zoning for interim agricultural uses prior to urbanization that is expected by the Comprehensive Plan.

Historically, surrounding development in the County has been large lot residential with agricultural uses, but this area is part of the Pear Park planning area, which is seeing further development of properties consisting of more dense development with urban lot sizes and single family and multi-family uses and densities. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The comprehensive plan goal to “encourage infill and redevelopment to leverage existing infrastructure” supports the Applicant’s request of a zone of annexation of R-8.

The R-8 zoning establishes densities between 5.5 and 8 dwelling units per acre, which will allow the property to also develop at densities like the other R-8 zoned properties that have been developed recently. The R-8 requested zoning implements the Comprehensive Plan’s Residential Medium Land Use category.

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 multifamily in areas where adequate public facilities and services are available. R-8 is a transitional district between lower density single-family districts and higher density multifamily or business development. A mix of dwelling types is allowed in this district. R-8 supports the Comprehensive Plan's principles of concentrating urban growth. This property is located within a sub-urban infill area of the community.

In addition to the R-8 zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential Medium (5.5 to 12 du/ac).

- a. R-12 (Residential – 2-4 du/ac)
- b. CSR (Community Services and Recreation)
- c. Mixed Use Residential (MXR-3)
- d. Mixed Use General (MXG-3)
- e. Mixed Use Shopfront (MXS-3)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held in-person on January 10, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on June 22, 2022. 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 on July 1, 2022. The notice of the Planning Commission public hearing was published July 5, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

Zone of Annexation Analysis

The criteria for review are 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:

- (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-8 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 to 12 du/ac). Since the Applicant's properties are currently in the County, the annexation of the property is a subsequent event that will invalidate one of these original premises, a county zoning designation.

However, staff has found this to not be enough justification and finds this criterion has not been met.

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

The character or condition of the area is changing with the further development of the 29 Road area. Two convenience Stores and one car wash have developed in the past few years a short distance to the north at the intersection of 29 Road and Riverside Parkway, further introducing urbanization in the immediate area. However, infill development is also occurring throughout the Pear Park planning area and the 29 Road area is in a prime location for urban infill to occur.

Staff finds that this criterion has been met.

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

Existing public and community facilities and services are available in close proximity to and can be extended into the annexation area. These services are sufficient to serve land uses associated with the proposed R-8 zone district for these properties, and the expected 108 to 158 dwelling units at full buildout of the annexation area when developed. Water and sewer services are available. This property is within the Ute Water District service area. A 12-inch water line runs along 29 Road. The area can be served by Xcel Energy for natural gas and Grand Valley Power for electricity.

The property is currently within the Persigo 201 Sewer Service Area and has an 8-inch sewer line in the 29 Road right-of-way with available capacity to accommodate future development of this property. Based on the Future Land Use (FLU) designation and expected number of dwelling units, the maximum anticipated additional flow assuming 280 gallons per day per EQU is about 500 gallons per day is 42,560 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently receives approximately 8 million gallons per day. Therefore, the plant has capacity to accommodate this additional flow.

This property is in the Grand Junction Rural Fire Protection District, served by the Grand Junction Fire Department through an intergovernmental agreement between the City and the rural fire district. With build-out of residential dwelling units, no changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 4 at 2884 B ½ Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 4 has the capacity to handle the increase in calls for service resulting from this annexation and development.

Pear Park Elementary School is approximately 1.5 miles to the east. The site is within the enrollment boundaries of East Middle School and Grand Junction High School. Two convenience stores with gas are located less than 1 half mile to the north. Major goods

and services can be found nearby on North Avenue a mile to the north and downtown Grand Junction is located a couple of miles to the west.

Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use proposed at the R-8 densities. Therefore, this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or The subject property and surrounding area are designated on the Comprehensive Plan Land Use Map as Residential Medium (5.5 to 12 du/ac). The proposed zoning designation of R-8 meets the intent of achieving the minimum and desired density for the property with this request, to develop at the low to middle range of the Residential Medium land use category. The property across 29 Road to the northwest is already annexed into the City limits and zoned R-12, also in compliance to the Residential Medium land use category.

For unincorporated areas of Pear Park surrounding this annexation, Mesa County has zoned the majority of the area as RSF-R, a zone district established as an interim zoning until the area is annexed by the city and urban development occurs supportive of the Comprehensive Plan. Much of the adjacent surrounding area in unincorporated Mesa County is agriculturally used with large properties including a single-family home on them.

The Land Use Map defines much of the immediate half mile area around the subject property as Residential Medium and located in Tier 1 of the Intensification and Growth Tiers Map. Staff find that the R-8 zone district provides appropriate density that the city is seeing demand for in the Pear Park area and matches the R-8 types of development already constructed within a half mile and beyond.

Therefore, staff finds this criterion has 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 properties will create additional land within the City limits for city growth and it helps fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district provides housing within a range of density that has been defined as urban densities in the 2020 One Grand Junction Comprehensive Plan and is consistent with the 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 Comprehensive Plan.

Therefore, Staff finds that this criterion has been met.

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-12 zone district as well the CSR, MX-R-3, MXG-3 and MXS-3 zone districts could be considered in a Residential Medium Land Use area, the R-8 zone district is consistent with the recommendations of the Plan's Land Use Map, compatible with the surrounding neighborhood and provides for housing on a smaller residential lot, thereby providing more housing to the community.

Consistency with Comprehensive Plan

Further, the zoning request is consistent with the following chapters, goals and principles of the Comprehensive Plan:

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. The subject property is located within Tier 1 where the focus is on intensifying residential and commercial areas through infill and redevelopment. In Tier 1, 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 If Land Zone of Annexation, ANX-2022-114 request for the properties located at 364 29 Road; 370 29 Road; and 374 29 Road from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac), the following findings of facts have been made:

1. The request conforms with 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, staff recommends approval of the request.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on the type of use.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the If Land Annexation to R-8 (Residential 8 du/ac) zone district, from Mesa County RSF-R (Residential Single Family Rural) and set a public hearing for July 20, 2022.

Attachments

1. Development Application
2. Revised Annexation Schedule - Table - If Land Annexation
3. If Land Annexation Plat-Annexation Plat
4. Maps and Photos - If Land Annex
5. ORD-Zoning If Land ANX 062322

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"/>	Existing Zoning <input type="text" value="RSF-R (Mesa County)"/>
Proposed Land Use Designation <input type="text" value="Residential Medium"/>	Proposed Zoning <input type="text" value="R-8"/>

Property Information

Site Location: <input type="text" value="364 29 Road, Grand Junction, CO 81504"/>	Site Acreage: <input type="text" value="6.36 Acres"/>
Site Tax No(s): <input type="text" value="2943-202-00-054"/>	Site Zoning: <input type="text" value="Proposed R-8"/>
Project Description: <input type="text" value="To Annex and Zone approximately 6.36 acres from County RSF-R to City 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 <input type="text" value="Tracy States"/>	Digitally signed by Tracy States Date: 2022.01.11 14:59:43 -07'00'	Date <input type="text" value="January 11, 2022"/>
Signature of Legal Property Owner		Date <input type="text" value="1/13/22"/>

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"/>	Existing Zoning	<input type="text" value="RSF-R (Mesa County)"/>
Proposed Land Use Designation	<input type="text" value="Residential Medium"/>	Proposed Zoning	<input type="text" value="R-8"/>

Property Information

Site Location: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

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 Digitally signed by Tracy States Date: 2022.01.13 14:02:52 -07'00' Date

Signature of Legal Property Owner Date

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"/>	Existing Zoning <input type="text" value="RSF-R (Mesa County)"/>
Proposed Land Use Designation <input type="text" value="Residential Medium"/>	Proposed Zoning <input type="text" value="R-8"/>

Property Information

Site Location: <input type="text" value="374 29 Road, Grand Junction, CO 81504"/>	Site Acreage: <input type="text" value="6.45 AC"/>
Site Tax No(s): <input type="text" value="2943-202-00-051"/>	Site Zoning: <input type="text" value="Proposed R-8"/>
Project Description: <input type="text" value="To Annex and Zone approximately 6.45 acres from County RSF-R to City 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	<input type="text" value="Tracy States"/>	<small>Digitally signed by Tracy States Date: 2022.01.13 14:22:03 -0700</small>
Signature of Legal Property Owner		Date: <input type="text" value="January 13, 2022"/>
		Date: <input type="text" value="2/11/22"/>

General Project Report

29 Road Properties Annexation & Zoning 364, 370 & 274 29 Road, Grand Junction, CO Parcel Nos. 2943-202-00-054, 050 & 051

February 2, 2022

Prepared for:

IF LAND, LLC

429 29 ½ Road, Grand Junction, CO 81504

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

info@rccwest.com

A. Project Description

1) **Location:** The project is located at 364, 370 and 374 29 Road.

2) **Acreage:** The subject parcels, combined contains approximately 19.25 Acres.

3) **Proposed Use:** This submittal is for the Annexation into the City of Grand Junction limits and a request of zoning the parcels to R-8. The future land use is Residential Medium (5.5 – 12 DU/AC). The proposed R-8 zoning (5.5 - 8 DU/Acre) meets the intent of the 2020 Comprehensive Plan with regards to density and use. A separate submittal will be made with regards to the subdivision of the parcel.

B. Public Benefit

The proposed Annexation and Zoning will provide medium density, single family residential detached and attached product needed to keep up with growth and demand for housing. No multi-family is being proposed for this project but would also be an allowable use.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on January 20, 2022. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) **Adopted plans and/or policies:**

The proposed Annexation and Zoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-8 zoning is an appropriate district for the Residential Medium category of the Comprehensive Plan.

2) **Land use in the surrounding area:**

The uses contained within the surrounding area are a mix of large lot residential and agricultural uses, with a sprinkling of low density residential. A townhome project is located in the vicinity at D Road and 29 ¼ Road.

3) **Site access and traffic patterns:**

Not applicable for this submittal.

4) **Availability of utilities, including proximity of fire hydrants:**

The subject parcel is served by the following:

- Ute Water
- City of Grand Junction Sewer
- Grand Valley Water Users Association
- Xcel Energy (Gas)
- Grand Valley Power (Electric)
- City of Grand Junction Fire

Spectrum/Charter
CenturyLink/Lumen

A Fire Flow Form is included with this submittal.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Annexation and Zoning will have no adverse effect on public facilities.

7) Hours of operation:

Typical of residential development.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Annexation and Zoning request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The Annexation and Zoning request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the rezoning and subsequent development of this property.

(v) Received all applicable local, State and federal permits.
All applicable permits will be obtained for this project.

Section 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

The proposed Annexation and Zoning request to the R-8 zone district will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The parcel's location within the 201 boundary dictates that the project must annex and establish zoning in the City limits in order to develop.

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

The annexation and zoning would allow the continuation of medium density, attainable, quality housing and is consistent with the Comprehensive Plan.

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

Public and community facilities are existing and adequate and will support medium density residential and industrial developments and are not affected as a result of the Annexation and Zoning request.

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

This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of medium-density development parcels in this area to meet demand.

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

The area will benefit with the development of medium-density residential development with the extension of services.

F. Development Schedule

Not applicable for this submittal.



**364, 370 and 374 29 Road Annexation and Zoning
(Parcel Nos. 2943-202-00-054, 050 & 051)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, JANUARY 10, 2022 @ 5:30 PM
VIA ZOOM**

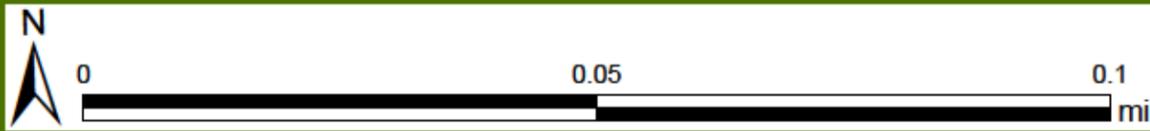
A virtual neighborhood meeting for the above-referenced Annexation and Zoning, was held January 10, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on December 29, 2021, per the mailing list received from the City of Grand Junction. There were five attendees including Tracy States, Project Coordinator, with River City Consultants, Doug Towler, the Developer and Jace Hochwalt, Senior Planner with the City of Grand Junction. There were two neighbors in attendance.

After some brief technical difficulties, the meeting included a brief presentation and a question/answer session. Information about the proposed R-8 zoning and what is allowed was presented. It was explained that the anticipated development would be a mixture of single family detached and two to four attached dwelling units (105 to 154 dwelling units on 19.25 acres). Ms. States explained that another neighborhood meeting will be held when a plan is developed.

No concerns were identified at this stage. Jace Hochwalt wrapped up by explaining the process and that cards would be sent out notifying when the project was scheduled for public hearings.

The meeting adjourned at approximately 6 PM.

Location Map



Printed: 12/27/2021
1 inch equals 94 feet
Scale: 1:1,128

City of Grand Junction





29 RD

29 RD

374

370

384

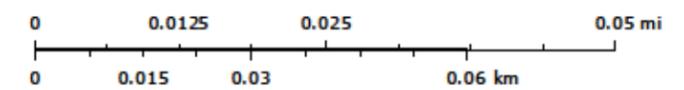
377

RSF-R

The Geographic Information System (GIS) and its components are designed as a source of reference for assessing location, for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records such as the County Clerk and Recorder's office or the courts. In addition, the representations of location in the GIS cannot be substituted for actual legal surveys. The information contained herein is believed accurate and suitable for the intended uses, and subject to the limitations set forth above, Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume all risk and responsibility for any and all damages, including consequential damages, which may flow from the user's use of this information.

Current County Zoning

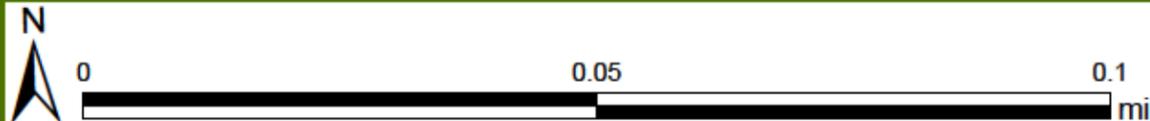
Print Date: January 7, 2022
Parcel Page 84



Current City GJ Zoning



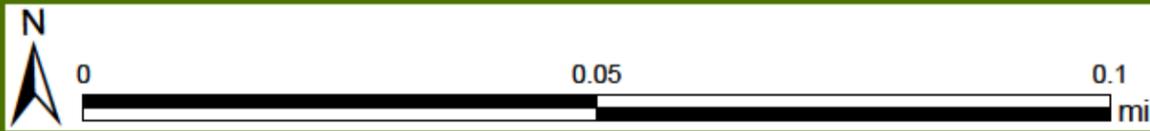
City of Grand Junction



Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128

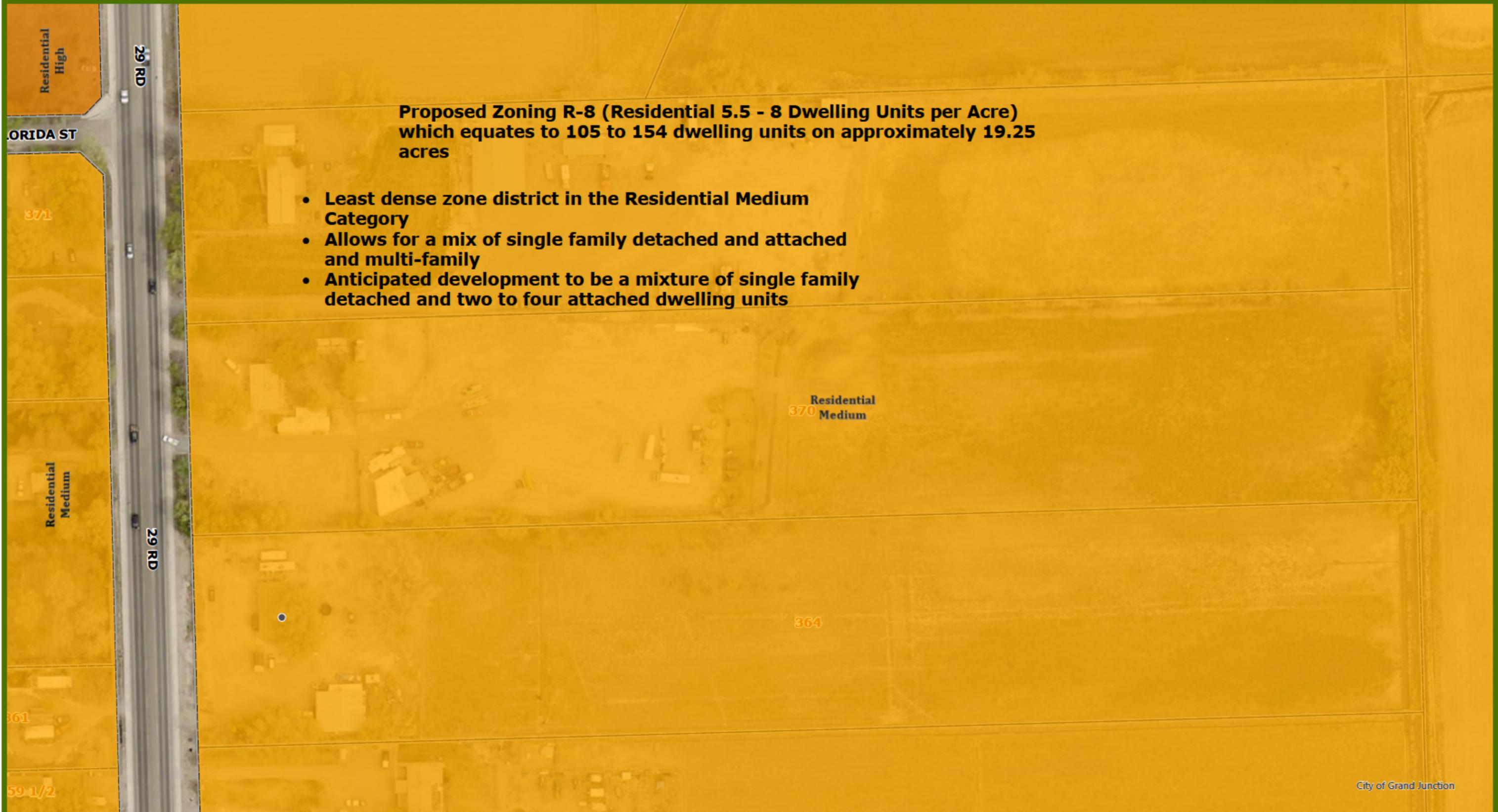


Urban Development Boundary

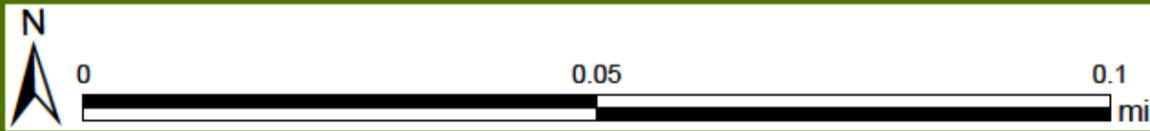


Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128

2020 Comprehensive Plan



City of Grand Junction



Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

UPPER LIMIT INVESTMENTS LLC

is a

Limited Liability Company

formed or registered on 08/28/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961113223 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2022 that have been posted, and by documents delivered to this office electronically through 01/13/2022 @ 15:46:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/13/2022 @ 15:46:15 in accordance with applicable law. This certificate is assigned Confirmation Number 13717362 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SITE SKETCH

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado

PROPERTY DESCRIPTIONS

RECEPTION NUMBER 2524102

THE NORTH 220 FEET OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY, ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3492 AT PAGE 172, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2854441

BEGINNING AT A POINT 220 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.08 FEET, THENCE SOUTH 0°05' WEST 220 FEET, THENCE SOUTH 89°56' WEST 1318.21 FEET, THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD RIGHT OF WAY, AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, STATE OF COLORADO IN INSTRUMENT RECORDED AUGUST 1, 2005 IN BOOK 3455 AT PAGE 820, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2531104

BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼ NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.21 FEET; THENCE SOUTH 0°05' WEST 220 FEET; THENCE SOUTH 89°56' WEST 1318.34 FEET; THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY, AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 187 COUNTY OF MESA, STATE OF COLORADO.

20 acres, more or less.

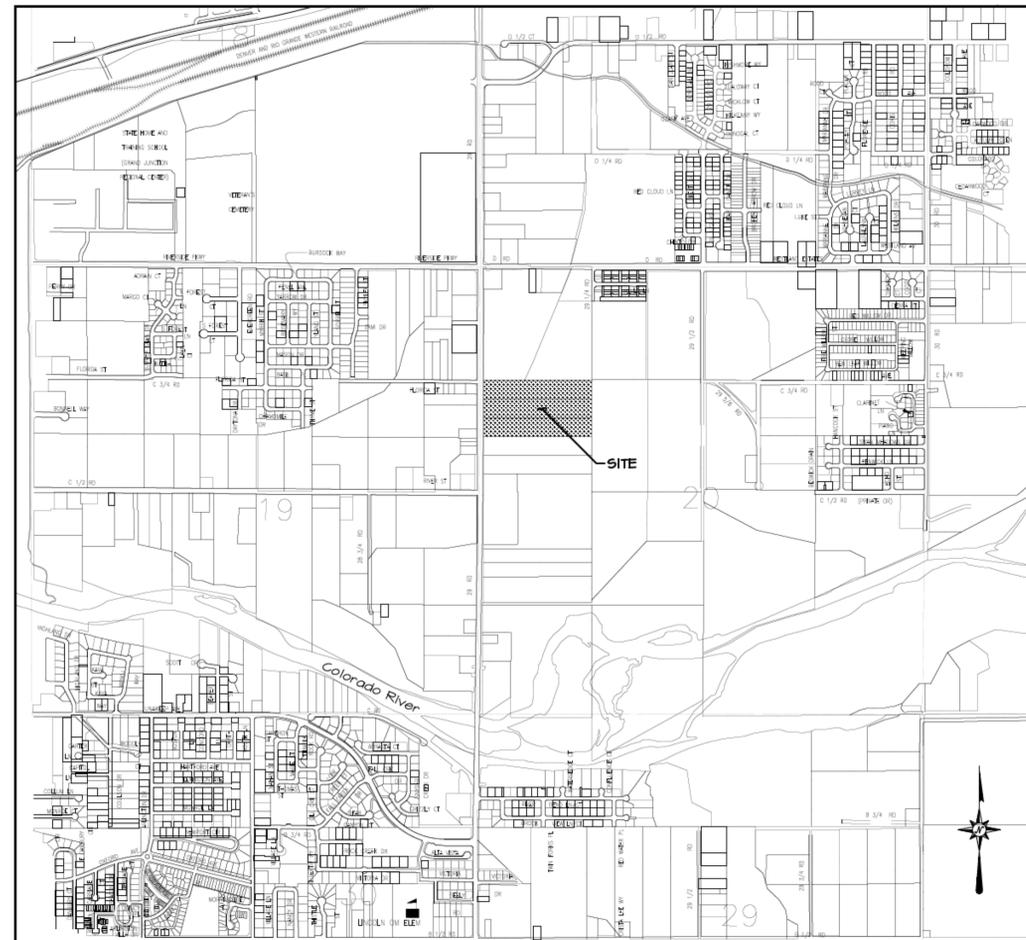
1. There exists a blanket easement for The Mountain States Telephone and Telegraph Co., at Reception number 306083 and 306081 over the entirety of the property described hereon.
2. There exists an easement at Reception Number 1023614 for "1300 feet of 18 inch concrete tile", "running diagonally across the property", granted to Grand Junction Drainage District over the entirety of the property described hereon.
3. Easements put forth in document at Reception Number 1890725 were described as "Temporary Easements". this easement appears to affect only parcel recorded at Reception Number 2524102.
4. Instrument at Reception Number 2285218 notes this as a "prescriptive easement" for "irrigation facilities". no width is given.
5. The deeds reviewed by this survey describing the parcels platted hereon all contain language excepting the west 30' for road right-of-way. This exception does not necessarily remove the 30' from the ownership of the property. Additional Right-of-Way was subsequently Deeded to Mesa County immediately east of and contiguous with said 30' exception.

Subsurface and environmental conditions were not examined or considered as a part of this process. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

No excavations were made during this process to determine exact locations and depths of underground utilities and structures. Existence and locations of all underground utilities and structures should be verified prior to construction on this property.

Site shown hereon is located entirely within Flood Zone X according to Flood Insurance Rate Map panel number 0807TC0817F, Effective date July 6, 2010.

ACCEPTANCE BLOCK	
City Planner	Date
City Development Engineer	Date



LEGEND

	1.5" ALUMINUM CAP, L5 17485 - LANDESIGN
	2" ALUMINUM CAP, PL5 24453 - HIGH DESERT SURVEYING
	ALIQUOT MONUMENT AS NOTED
	FOUND #5 REBAR
	SET 1.5" ALUMINUM CAP ON # 5 REBAR PL5 38274 RIVER CITY CONSULTANTS
	ELECTRIC BOX
	SEWER CLEANOUT
	AREA INLET
	FIRE HYDRANT
	WATER VALVE
	STORM MANHOLE
	SANITARY MANHOLE
	IRRIGATION VAULT
	GAS METER
	WATER METER
	ELECTRIC METER
	EASEMENT LINE
	PARCEL LINE
	ROW LINE
	ALIQUOT LINE
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	EDGE OF CONCRETE
	FLOW LINE
	OVERHEAD ELECTRIC LINE
	WOOD FENCE
	CHAIN LINK/IRON FENCE
	FENCE
	LIGHT POLE
	POWER POLE
	GUY ANCHOR
	SIGN
	MAIL BOX
	WATER SPIGOT
	CONCRETE

SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
BOB:	BASIS OF BEARING
C:	CENTER
CCR:	COVENANT CONDITIONS & RESTRICTIONS
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
CH:	CHORD LENGTH
BRG:	CHORD BEARING
HDS:	HIGH DESERT SURVEYING
L:	ARC LENGTH
RAD:	RADIUS
Δ:	CENTRAL ANGLE DELTA
T:	TOWNSHIP
R:	RANGE IN DEFINING LOCATION IN PLSS:
PLSS:	PUBLIC LAND SURVEY SYSTEM
REC:	REC NO
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
φ	DIAMETER

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

MGLCS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
LATITUDE: 39°06'22.12146N
LONGITUDE: 108°32'01.43552W
NORTHING: 50,000FT
EASTING: 100,000FT
SCALE FACTOR: 1.000218181748
PROJECT/SCALE FACTOR HEIGHT: 4644FT (NAVD88)



215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rcwest.com

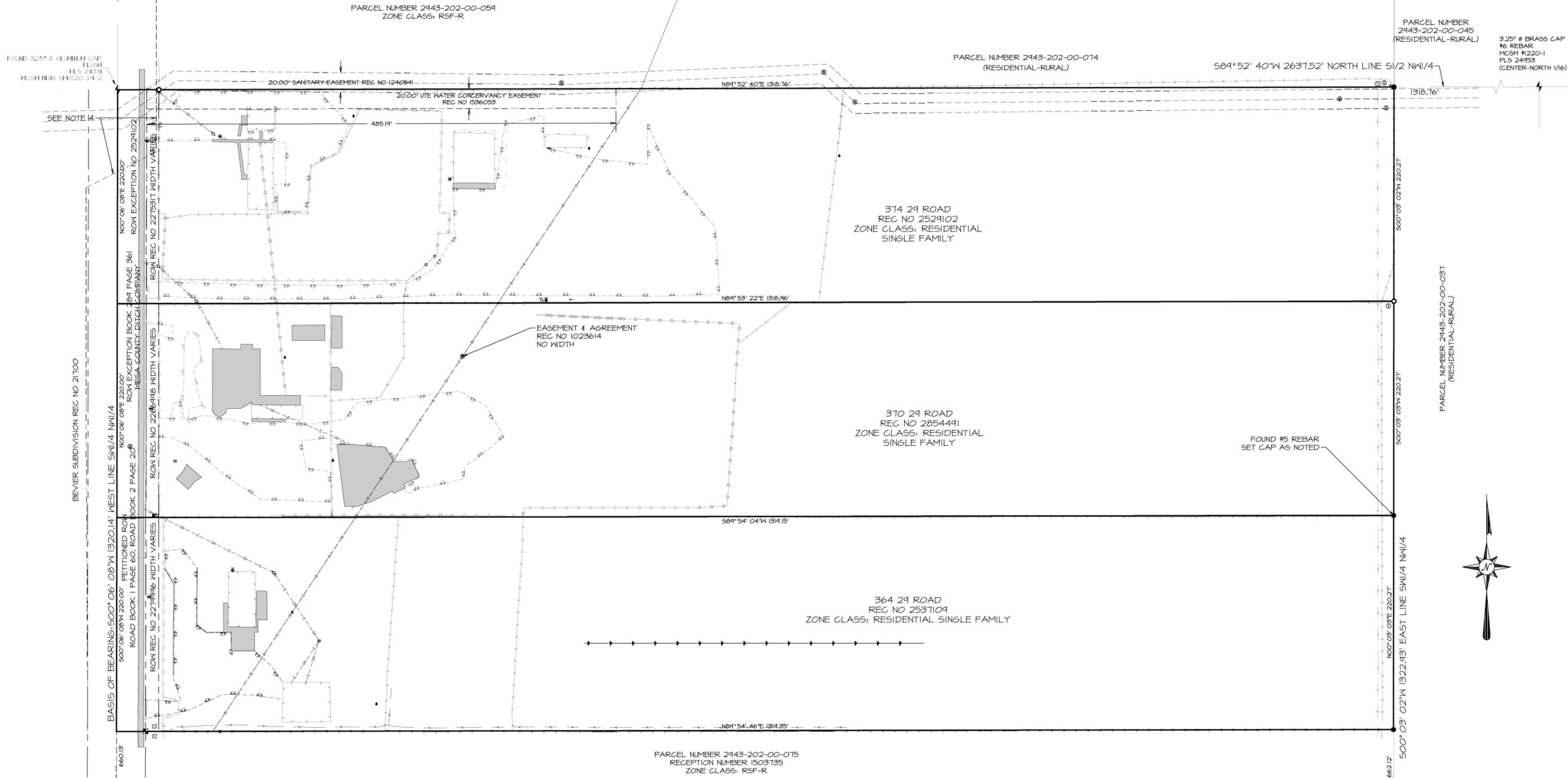
SITE SKETCH
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 1 of 2 Date: 10/08/2021 Job No. 2025-001
Surveyed: TPJ Drawn: AKT Checked: BDM

Drawing name: S:\PROJECTS\2025\F_LAND_LL0001_910_24_RoadSurvey\DWG\2025-001 site sketch.dwg

SITE SKETCH

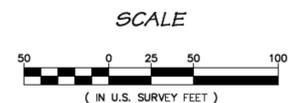
Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado



BEVIER SUBDIVISION REC NO 21700

BASIS OF BEARINGS: 500' 06" 08" W 1320.14' WEST LINE S1/4 NW1/4
 500' 06" 08" W 220.00' PETITIONED ROW
 ROAD BOOK 1 PAGE 60, ROAD BOOK 2 PAGE 208
 ROW REC NO 2214946 WIDTH VARIES
 ROW REC NO 2214948 WIDTH VARIES
 ROW REC NO 2214949 WIDTH VARIES
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 ROW REC NO 2214998 WIDTH VARIES
 ROW REC NO 2214999 WIDTH VARIES
 ROW REC NO 2215000 WIDTH VARIES

WEST 1/4 CORNER SECTION 20
 FOUND 3.25" Ø ALUMINUM CAP
 FLS 24331
 MESH N1/6 S1/4 S20 23-2 2006



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, determined by GPS observation of the west line of the S1/4 NW1/4 of Section 20, T.1S., R.1E., Ute Meridian, the north 1/16 corner of said Section 20 and Section 19, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 - MCSM" whence the West 1/4 Corner of said Section 20, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 MCSM", bears South 00°06'08" West, as shown hereon.

SURVEYOR'S STATEMENT
 I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
 Colorado PLS 38274



LAND SURVEY DEPOSITS
 Mesa County Surveyor's Office
 Date _____
 Deposit Number _____

RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501 Phone: 970.241.4722 Fax: 970.241.8841
 www.rcwest.com

SITE SKETCH
 Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado

Sheet 2 of 2	Date: 10/08/2021	Job No. 2025-001
Surveyed: TPJ	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\2025\F LAND, LLC\001 910 24 Road\Survey\DWG\2025-001 site sketch.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.

Grand Junction Fire Department New Development Fire Flow Form

Instructions to process the application: Step 1) Applicant's engineer should first fill out all items in Section A. Step 2) Deliver/mail this form to the appropriate water purveyor.¹ The water supplier signs and provides the required information of Section B. Step 3) Deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: January 11, 2022

Project Name: 29 Road Annexation & Zoning

Project Street Address: 364, 370 and 374 29 Road, Grand Junction

Assessor's Tax Parcel Number: 2943-202-00-054, 050 & 051

Project Owner Name: Upper Limits Investments, LLC; Gallegos & Bale

City or County project file #: _____

Name of Water Purveyor: Ute Water

Applicant Name/Phone Number: Doug Towler 480-215-0949

Applicant E-mail: dtowler@visionpartnersllc.com

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area (see notes below) for each one or two family dwelling will be 2,045 square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
Comments: This will be a mixture of single-family detached, duplex and four plex attached single-family on 19.25
2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction (See International Building Code [IBC] for all buildings used to determine the minimum fire flow requirements:

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

3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code[IFC]):
1,000 g.p.m at 20 p.s.i

Comments: _____

Note:

Fire Area: The aggregate floor area enclosed and bounded by fire walls, fire barriers, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above.

Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures. In general, at least 1000 g.p.m. at 20 p.s.i. is required for residential one or two family dwellings up to 3,600 square feet (sf) of fire area. For dwellings greater than 3,600 sf of fire area or all commercial structures, the minimum fire flow is 1,500 gpm at 20 p.s.i. (See Fire Flow Guidance Packet⁴). Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Applicant/Project Engineer: Refer to City of Grand Junction most recently adopted IFC, Appendix B and C, [IFC 2012], to determine the minimum fire flow required for this project, based on the Water Purveyor's information (*i.e.*, location, looping and size of water lines; water pressure at the site, *etc.*) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

End of Section A. Section B continues on the next page

Grand Junction Fire Department New Development Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

Attach fire flow test data for the hydrants

Failure to attach the fire flow test data and/or diagram may delay your project review.

1. Circle the name of the water supplier: **Ute** Clifton Grand Junction

2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

SEE ATTACHED MAP

3. Attach the fire flow test data @ 20 p.s.i. for the fire hydrants nearest to the development/project that must be use to determine available fire flow. Test data is to be completed within the previous 12 months or year. Identify the fire hydrants used to determine the fire flow:

SEE ATTACHED RESULTS

[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]

4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum g.p.m. @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain: _____

Print Name and Title of Water Supplier Employee completing this Form:

DUSTY KRIEGSHAUSER MAINTENANCE II/HYDRANT MAINTENANCE Date: 1/11/22

Contact phone/E-mail of Water Supplier: 970-242-7491 hydrant@utewater.org

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁵ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If required, a State of Colorado Licensed Professional Engineer shall submit a complete stamped-seal report to the Grand Junction Fire Department. All necessary support documentation shall be included.

¹ There are three drinking water suppliers: Ute Water 970-242-7491, Clifton Water 970-434-7328 and City of Grand Junction water 970-244-1572.

² Address: City – 250 N 5th St, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502

³ International Fire Code, 2012 Edition

⁴ <http://www.gjcity.org/residents/public-safety/fire-department/fire-prevention-and-contractors/>

⁵ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

Fire Flow Hydrant Master With Graph



Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Test Date: 1/11/22 1:30 pm

NFA Classification:	
Blue	AA
3475.48	

Work Order: 1,189
Operator: DUSTY K, TONY N.

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 3174
Address: 370 THYME ST
Cross Street:
Location:
District:
Sub-Division: WHITE WILLOWS SUB

Latitude: 714375.203
Longitude: 4326223.98
Elevation: 4595.78
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

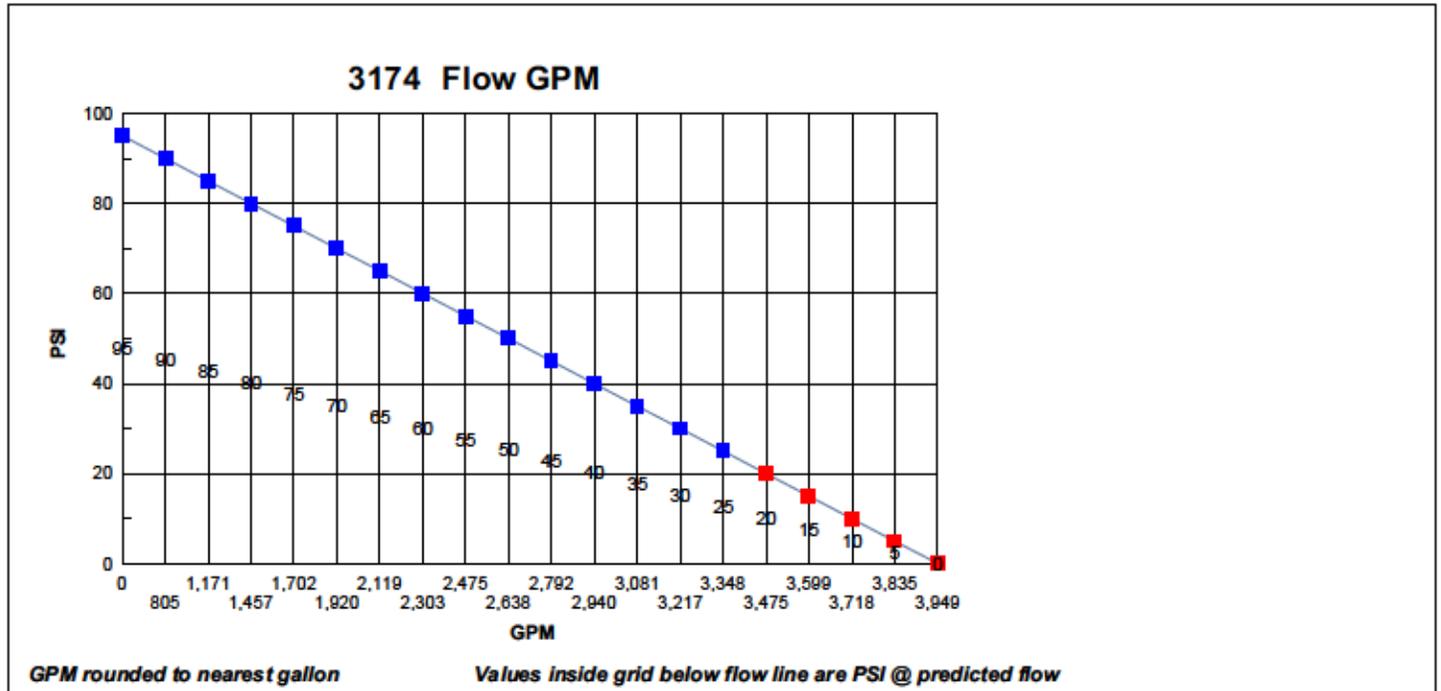
Manuf: Mueller
Model: Centurion 5 1/4

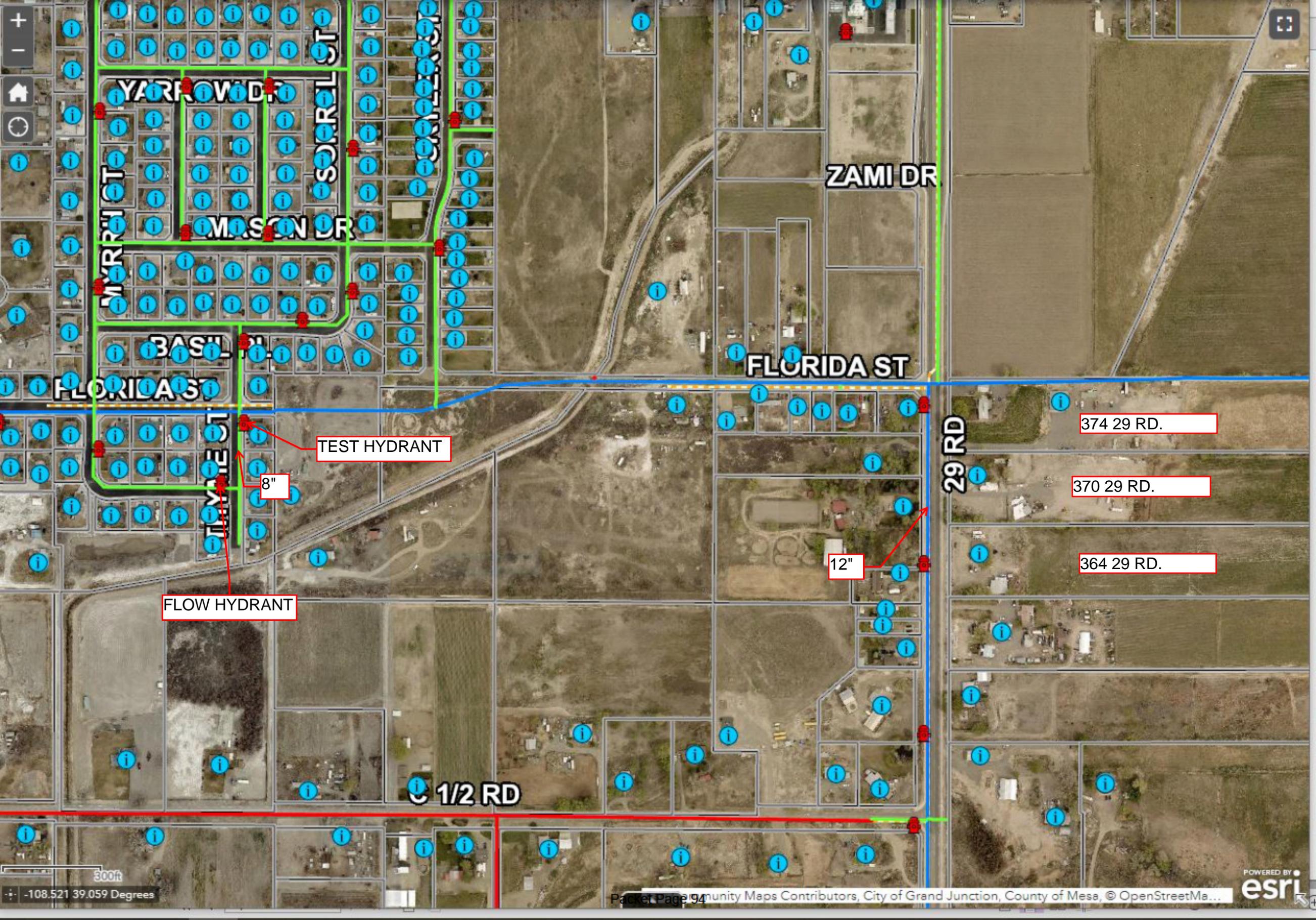
Installed: 01/01/2005
Main Size: 0.00

Vandal Proof:
Bury Depth: 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	3175	2.5" Hose Monster	2.50	1106.04	5530.22
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 43.00	Total Gallons Used: 5530.22
Static PSI: 95.00	Max GPM during test: 1,106.04
Residual PSI: 86.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 9.47	Predicted GPM @ 20 PSI: 3475.48





YARROW DR

SORREL ST

MASON DR

MYRI ST

BASIL ST

FLORIDA ST

THYME ST

TEST HYDRANT

8"

FLOW HYDRANT

ZAMI DR

FLORIDA ST

29 RD

374 29 RD.

370 29 RD.

364 29 RD.

12"

1/2 RD

300ft

-108.521 39.059 Degrees

From: [Dave Priske](#)
To: [Tracy States](#)
Cc: [Hydrant Crew](#)
Subject: RE: Fire Flow Form 364, 370 & 374 29 Road
Date: Wednesday, January 12, 2022 8:23:50 AM
Attachments: [image002.png](#)
[image003.png](#)

Thanks Dusty. Tracy: we have assumed the development may extend a waterline from our existing 12-inch ac which is why the fire flow was performed on Thyme to the west.

Let me know if you have any other insight.

Thanks, Dave



David J Priske, PE | District Engineer
Ute Water Conservancy District
2190 H ¼ Road, Grand Junction, CO 81505
Direct: (970) 256-2876
Mobile: (970) 260-1408

From: Hydrant Crew <hydrant@utewater.org>
Sent: Tuesday, January 11, 2022 4:22 PM
To: Tracy States <tstates@rccwest.com>
Cc: Dave Priske <dpriske@utewater.org>
Subject: Fire Flow Form 364, 370 & 374 29 Road

Good afternoon Tracy,

Attached is the completed fire flow form for 29 Rd. If you have any questions please feel free to contact us.

Thank You,



Dusty Kriegshauser | Hydrant Maintenance
Ute Water Conservancy District
2190 H ¼ Road, Grand Junction, CO 81505
P: (970) 256-2882
M: (970) 778-1158

From: Tracy States <tstates@rccwest.com>
Sent: Tuesday, January 11, 2022 3:49 PM
To: Hydrant Crew <hydrant@utewater.org>
Subject: EXTERNAL Fire Flow Form 364, 370 & 374 29 Road

[CAUTION!] This email originated from outside your organization. DO NOT click on links or open attachments that you specifically did not request or that came from unknown senders.

Hi Dusty,

Can you please return the attached fire flow form to me at your earliest convenience? Thank you!

Tracy States
Project Coordinator

River City Consultants, Inc.
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
O 970-241-4722
F 970-241-8841
tstates@rccwest.com

IMPROVEMENT SURVEY PLAT

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado

PROPERTY DESCRIPTIONS

RECEPTION NUMBER 2529102

THE NORTH 220 FEET OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY; ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3492 AT PAGE 172, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2854491

BEGINNING AT A POINT 220 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.08 FEET, THENCE SOUTH 0°05' WEST 220 FEET, THENCE SOUTH 89°56' WEST 1318.21 FEET, THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, STATE OF COLORADO IN INSTRUMENT RECORDED AUGUST 1, 2005 IN BOOK 3455 AT PAGE 820, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2537104

BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼ NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.21 FEET; THENCE SOUTH 0°05' WEST 220 FEET; THENCE SOUTH 89°56' WEST 1318.34 FEET; THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY, AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 787 COUNTY OF MESA, STATE OF COLORADO.

SAID PROPERTIES CONTAIN 20.0 ACRES MORE OR LESS.

- There exists a blanket easement for The Mountain States Telephone and Telegraph Co., at Reception number 306083 and 306081 over the entirety of the property described hereon.
- There exists an easement at Reception Number 1023614 for "1300 feet of 18 inch concrete tile", "running diagonally across the property", granted to Grand Junction Drainage District over the entirety of the property described hereon.
- Easements put forth in document at Reception Number 1890725 were described as "Temporary Easements", this easement appears to affect only parcel recorded at Reception Number 2529102.
- Instrument at Reception Number 2285218 notes this as a "prescriptive easement" for "irrigation facilities", no width is given.
- The deeds reviewed by this survey describing the parcels platted hereon all contain language excepting the west 30' for road right-of-way. This exception does not necessarily remove the 30' from the ownership of the property. Additional Right-of-Way was subsequently Deeded to Mesa County immediately east of and contiguous with said 30' exception.

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 (MCLS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

No excavations were made during this survey to determine exact locations and depths of underground utilities and structures. Existence and locations of all underground utilities and structures should be verified prior to construction on this property.

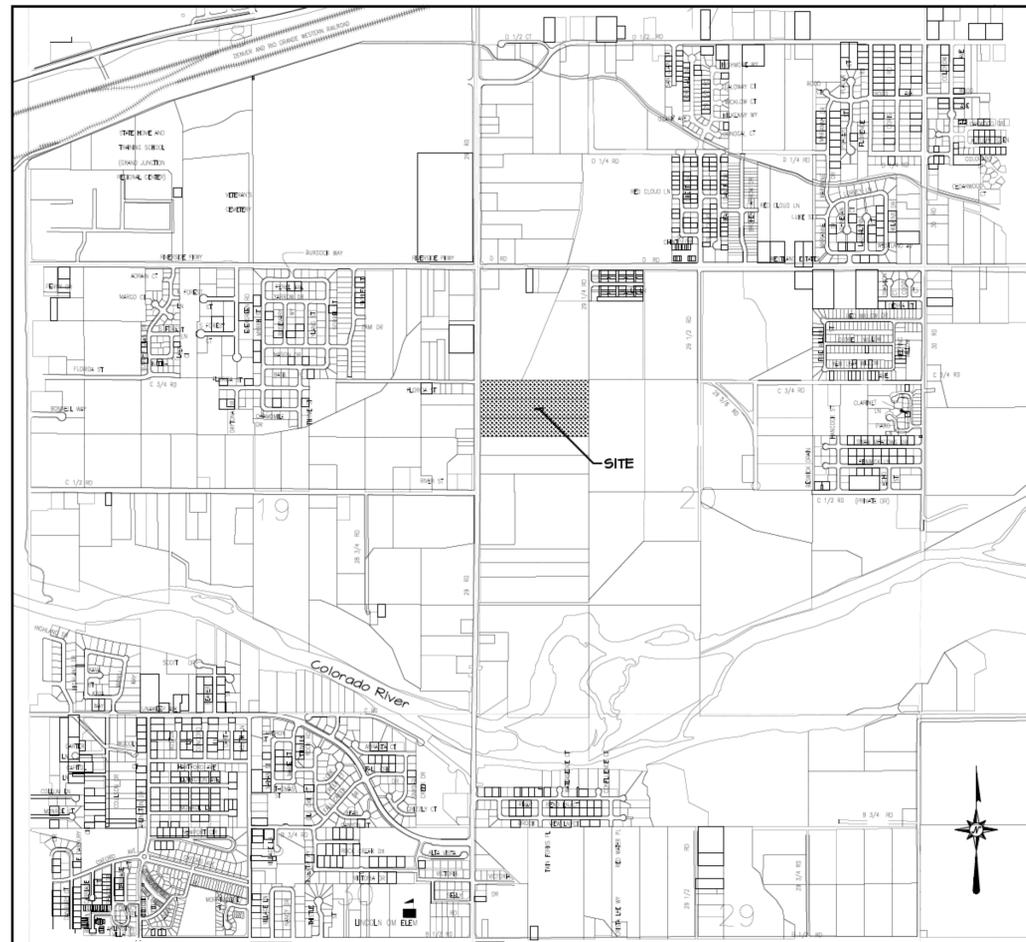
This survey was conducted with the benefit of multiple title commitments prepared by Land Title Guarantee Company; Order Number: 6JR65048602-2 dated 07/30/2021, 6JR65048661 dated 08/03/2021 and 6JIF65044286 dated 04/15/2021. Evidence of title, easements of record, rights of way, adjoiners, and encumbrances affecting this property reviewed and considered part of the this survey are noted hereon. There may exist other documents, both recorded and unrecorded, that would affect title to this parcel.

Adjother Information was acquired from the Mesa County GIS website on September 29, 2021.

SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
Colorado PLS 38274



SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
BOB:	BASIS OF BEARING
C:	CENTER
CCR:	COVENANT CONDITIONS & RESTRICTIONS
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
CH:	CHORD LENGTH
BRG:	CHORD BEARING
HDS:	HIGH DESERT SURVEYING
L:	ARC LENGTH
RAD:	RADIUS
Δ:	CENTRAL ANGLE DELTA
T:	TOWNSHIP
R:	RANGE IN DEFINING LOCATION IN PUBLIC LAND SURVEY SYSTEM
PLSS:	PUBLIC LAND SURVEY SYSTEM
REC:	REC NO
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
Ø:	DIAMETER

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

MCLS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
LATITUDE: 39°06'22.12146N
LONGITUDE: 108°32'01.43552W
NORTHING: 50,000FT
EASTING: 100,000FT
SCALE FACTOR: 1.000218181748
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
Date _____

Deposit Number _____

LEGEND

	1.5" ALUMINUM CAP, L5 17485 - LANDESIGN
	2" ALUMINUM CAP, PLS 24453 - HIGH DESERT SURVEYING
	ALIQUOT MONUMENT AS NOTED
	FOUND #5 REBAR
	SET 1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274 RIVER CITY CONSULTANTS
	ELECTRIC BOX
	SEWER CLEANOUT
	AREA INLET
	FIRE HYDRANT
	WATER VALVE
	STORM MANHOLE
	SANITARY MANHOLE
	IRRIGATION VAULT
	GAS METER
	WATER METER
	ELECTRIC METER
	EASEMENT LINE
	PARCEL LINE
	ROW LINE
	ALIQUOT LINE
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	EDGE OF CONCRETE
	FLOW LINE
	OVERHEAD ELECTRIC LINE
	WOOD FENCE
	CHAIN LINK/IRON FENCE
	FENCE
	LIGHT POLE
	POWER POLE
	GUY ANCHOR
	SIGN
	MAIL BOX
	WATER SPIGOT
	CONCRETE



IMPROVEMENT SURVEY PLAT
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 1 of 2 Date: 10/08/2021 Job No. 2025-001

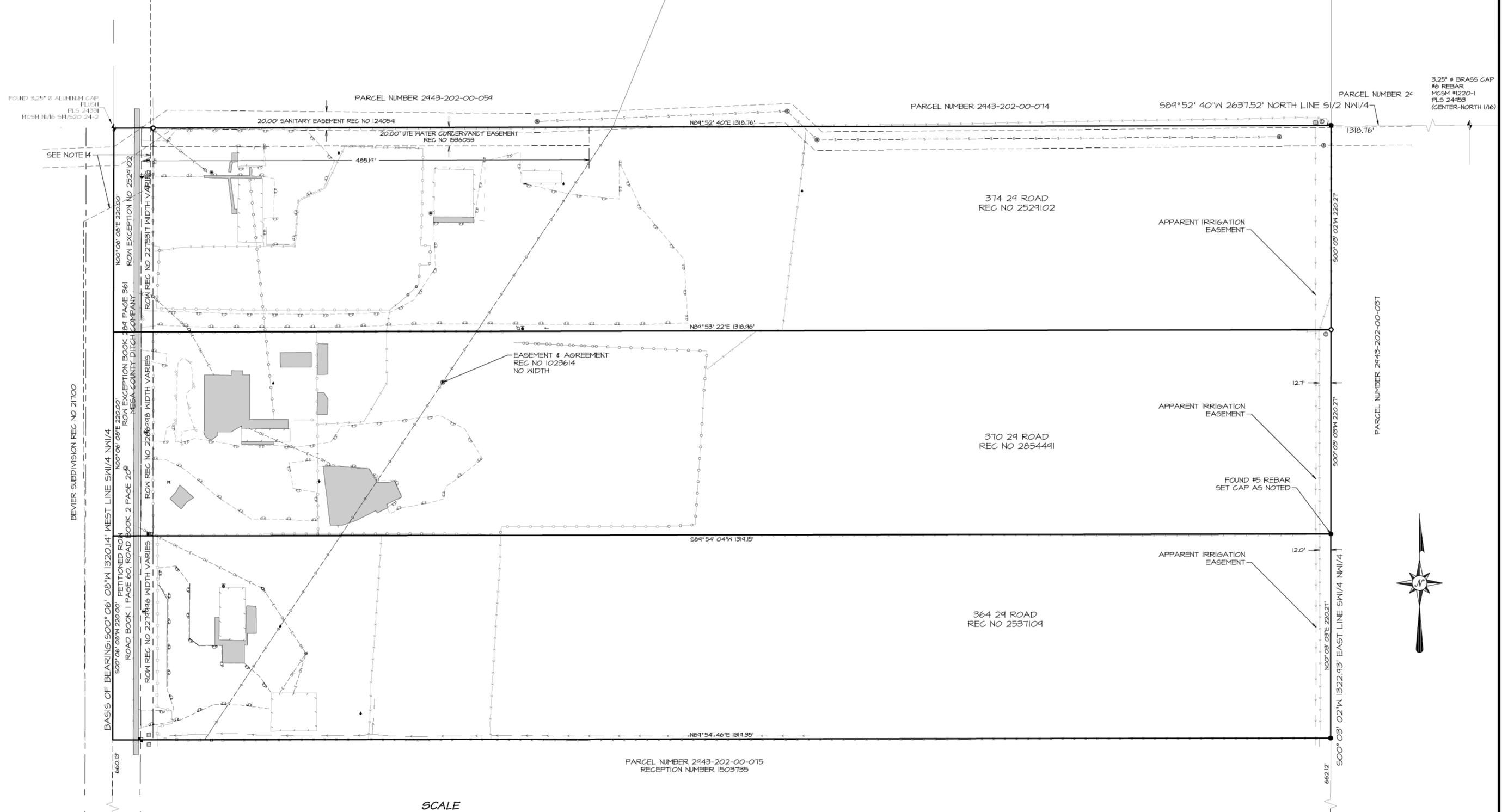
Surveyed: TPJ Drawn: AKT Checked: BDM

Drawing name: S:\PROJECTS\2025 IF LAND\LL0001 910 24 RoadSurvey\DWG\2025-001 IMP.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.

IMPROVEMENT SURVEY PLAT

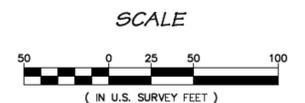
Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado



FOUND 3.25" Ø ALUMINUM CAP
FLUSH
FLS 24331
MCSM #16 SH/520 24-2

FOUND 3.25" Ø ALUMINUM CAP
FLUSH
FLS 24453
MCSM #16 SH/520 2004 115 RH

FOUND 3.25" Ø ALUMINUM CAP
FLUSH
FLS 24453
MCSM #16 SH/520 2004 115 RH



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, determined by GPS observation of the west line of the SW1/4 NW1/4 of Section 20, T.1S., R.1E., Ute Meridian, the north 1/16 corner of said Section 20 and Section 19, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 - MCSM" whence the West 1/4 Corner of said Section 20, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 MCSM", bears South 00°06'08" West, as shown hereon.

SURVEYOR'S STATEMENT
I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
Colorado PLS 38274



LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date _____
Deposit Number _____



IMPROVEMENT SURVEY PLAT
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 2 of 2	Date: 10/08/2021	Job No. 2025-001
Surveyed: TPJ	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\2025\F LAND ILL\001 210 24 Road Survey\DWG\2025-001 IMP.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.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Upper Limit Investments, LLC ("Entity") is the owner of the following property:

(b) 364 29 Road, Grand Junction, CO

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) Manager 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:

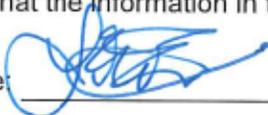
On behalf of Entity, I have reviewed the application for the (d) Annexation/Zone of Annexation

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: 

Printed name of person signing: Lew E. Wunderwald, Manager

State of Colorado)

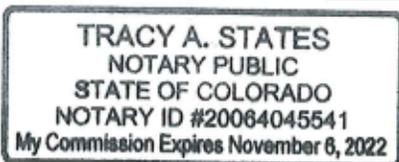
County of Mesa) ss.

Subscribed and sworn to before me on this 13th day of January, 20 22

by Lew E. Wunderwald

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States
Notary Public Signature

2 PAGE DOCUMENT

PUBLIC TRUSTEE'S CONFIRMATION DEED
(C.R.S. 38-38-502)
Public Trustee's Foreclosure #2009-0396

This Deed is made 3/1/2010, between the Public Trustee, of Mesa County, State of Colorado, and **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD**, Grantee, the holder of the Certificate of Purchase, whose legal address is 1204 N 7TH STREET, GRAND JUNCTION, CO 81501.

WHEREAS, **KESLER GROUP LLC**, did by Deed of Trust dated 8/11/2008, and recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado, on 8/15/2008, at Reception No. 2453461, Book 4714, Page 63, convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust, and **WHEREAS**, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice of Election and Demand for Sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said Deed of Trust; Combined Notice of Sale and Right to Cure and Redeem was given as required by law; said property was sold according to said Combined Notice; and a Certificate of Purchase thereof was made and recorded in the office of the Mesa County Clerk and Recorder, and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of Trust, confirms the foreclosure sale and sells and conveys to Grantee the following described property located in the County of Mesa, State of Colorado, to-wit:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

also known by street and number as:

**3810 G 2/10 ROAD, AND 364 29 RD GRAND JUNCTION, CO 81504
PALISADE, CO 81526**

TO HAVE AND TO HOLD the same, with all appurtenances, forever.

Executed 3/1/2010.

PAUL N. BROWN
Public Trustee, Mesa County
State of Colorado



By: *Sharon Ener*
Sharon Ener
Chief Deputy Public Trustee

Consideration: \$581,531.49

CMS

PT
10+1

Exhibit "A"

PARCEL A:
TRACT NO. 31 OF THE VINELANDS 1979 TRACT RESURVEY AS FILED ON THE
12TH DAY OF AUGUST, 1981,
ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 12
AT PAGE 409, OFFICIAL RECORDS OF
MESA COUNTY.

PARCEL B:
BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE
NORTHWEST CORNER OF THE SW1/4 NW1/4 OF
SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE
MERIDIAN,
THENCE NORTH 89°56' EAST 1,318.21 FEET;
THENCE SOUTH 0°05' WEST 220 FEET;
THENCE SOUTH 89°56' WEST 1,318.34 FEET;
THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY,
AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA
COUNTY, A DIVISION OF THE STATE OF
COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012
AT PAGE 787,
COUNTY OF MESA, STATE OF COLORADO.

Also Known As: 3810 G 2/10 Road, Palisade, CO 81526 and 364 29 Road, Grand
Junction, CO 81504, respectively.

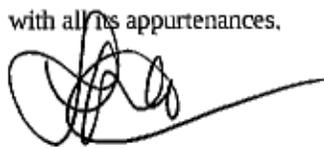


Quit Claim Deed
(Pursuant to 38-30-116 C.R.S.)

THIS DEED, made on **June 23, 2010** by **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars in hand paid, hereby sells and quitclaims to **UPPER LIMIT INVESTMENTS, LLC** Grantee(s), whose street address is **PO BOX 952 GRAND JUNCTION, CO 81502** County of **MESA**, 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 **364 29 ROAD GRAND JUNCTION CO 81504**

with all its appurtenances.



LEW E. WUNDERWALD



NORMA K. WUNDERWALD

State of **COLORADO**)
County of **MESA**)ss

The foregoing instrument was acknowledged before me this day of **June 23, 2010** by **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD**



Notary Public
My commission expires _____

SUSAN J. OTTMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/02/2013
County of **Mesa**

When recorded return to: **UPPER LIMIT INVESTMENTS LLC**
PO BOX 952 GRAND JUNCTION, CO 81502



EXHIBIT A

BEGINNING AT A POINT 440 FEET SOUTH 0 degrees07' WEST FROM THE NORTHWEST CORNER OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN,
THENCE NORTH 89 degrees56' EAST 1,318.21 FEET;
THENCE SOUTH 0 degrees05' WEST 220 FEET;
THENCE SOUTH 89 degrees56' WEST 1,318.34 FEET;
THENCE NORTH 0 degrees07' EAST 220 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY,
AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO,
BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 787
COUNTY OF MESA, STATE OF COLORADO.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Don L. Balerio Sr., am the owner of the following real property:

(b) 370 29 Road, Grand Junction, CO 81504

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):

Pauline M. Gallegos

I have reviewed the application for the (d) Annexation/Zone of Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

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: *Don L. Balerio*

Printed name of owner: Don L. Balerio

State of Colorado)

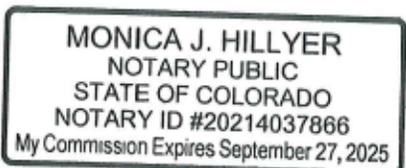
County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of January, 2022

by *Monica Hillyer*

Witness my hand and seal.

My Notary Commission expires on 9-27-2025



Monica Hillyer
Notary Public Signature

WARRANTY DEED

BK 3740 PG 85

Grantor(s):

DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH and BRENDA JULENE MCCULLOUGH

whose address is , ,

*County of Mesa , and State of

Colorado , for the consideration of

TWO HUNDRED TWENTY THOUSAND AND NO/100-----

-----dollars, in hand paid, hereby sell(s)

and convey(s) to:

FELIX FREDERICK GALLEGOS and DON L. BALERIO SR. as ~~Joint~~ Tenants in Common

whose address is /370/29 Road, Grand Junction, Colorado 81501 561 Casa Rio Ct, Grand Junction, CO 81503

*County of Mesa , and State of Colorado , the following real

property, in the *County of Mesa , and State of Colorado, to wit:

TAX SCHEDULE NUMBER: 2943-202-00-050 &7008-052-11-407 &7008-018-00-015

Beginning at a point 220 feet South 0°07' West from the Northwest corner of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, thence North 89°56' East 1318.08 feet, thence South 0°05' West 220 feet, thence South 89°56' West 1318.21 feet, North 0°07' East 220 feet to the point of beginning, EXCEPT the West 30 feet thereof for road right of way, Mesa County, Colorado.

also known by the street and number as 370 29 Road, Grand Junction, Colorado 81501

with all its appurtenances, and warrant(s) the title to the same, subject to

current year real property taxes; and easements, reservations, restrictions, covenants and rights of way of record, if any; and distribution utility easements; and matters not shown by the Public Records but of which Grantee has actual knowledge; and inclusion of the Property within any special taxing district; and the benefits and burdens of any declaration and party wall agreements, if any.

Signed this 15 th day of September , 2004

Dana Deann McCulloch L who acquired title as Loyd Dean McCulloch

DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH

Brenda Julene McCulloch
BRENDA JULENE MCCULLOUGH

STATE OF COLORADO } ss.
County of MESA

The foregoing instrument was acknowledged before me this 15 th day of September 2004 .

BY: DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH and BRENDA JULENE MCCULLOUGH

My Commission expires 12-5-05 ,

Witness my hand and official seal

JESSICA SMITH
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 12/05/2005
County of Mesa
Notary Public

*If in Denver, insert "City and"

7200

Meridian Land Title, LLC 71775

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Merle W. Weaver, am the owner of the following real property:

(b) 374 29 Road, Grand Junction, CO 81504

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):

Patty Weaver
owed 1988

I have reviewed the application for the (d) Annexation/Zone of Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

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: Merle W Weaver

Printed name of owner: Merle Weaver

State of North Dakota)

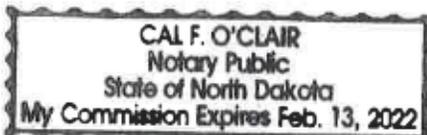
County of Mountrail) ss.

Subscribed and sworn to before me on this 11th day of Feb, 2022

by Merle Wayne Weaver

Witness my hand and seal.

My Notary Commission expires on 02/13/2022



Cal F. O'Clair
Notary Public Signature

1/2

2 PAGE DOCUMENT



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee
Date: April 05, 2010
\$ 28.73

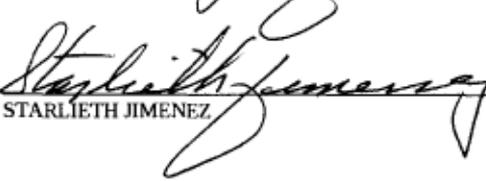
THIS DEED, made on **April 05, 2010** by **ROBERT JIMENEZ AND STARLIETH JIMENEZ** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of **(\$287,260.00) *** Two Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 ***** dollars in hand paid, hereby sells and conveys to **MERLE WEAVER** Grantee(s), whose street address is **296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503**, 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: **374 29 ROAD AND 296 LITTLE PARK ROAD GRAND JUNCTION CO 81504**

with all its appurtenances and warrants the title to the same, subject to *all taxes and assessments for the year 2010 and the matters stated in Section 13 (transfer of title) of the Contract to Buy and Sell Real Estate (a) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review); (b) distribution utility easements (including cable TV); (c) those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review); (d) inclusion of the Property within any special tax district; and, (e) other NONE.*


ROBERT JIMENEZ


STARLIETH JIMENEZ

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

The foregoing instrument was acknowledged before me on this day of **April 05, 2010** by **ROBERT JIMENEZ AND STARLIETH JIMENEZ**

Notary Public
My commission expires _____

SUSAN J. OTTMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/02/2013
County of Mesa

When Recorded Return to: **MERLE WEAVER**
296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503



EXHIBIT A

TRACT I:

THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN,
EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED
SEPTEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,
MESA COUNTY, COLORADO.

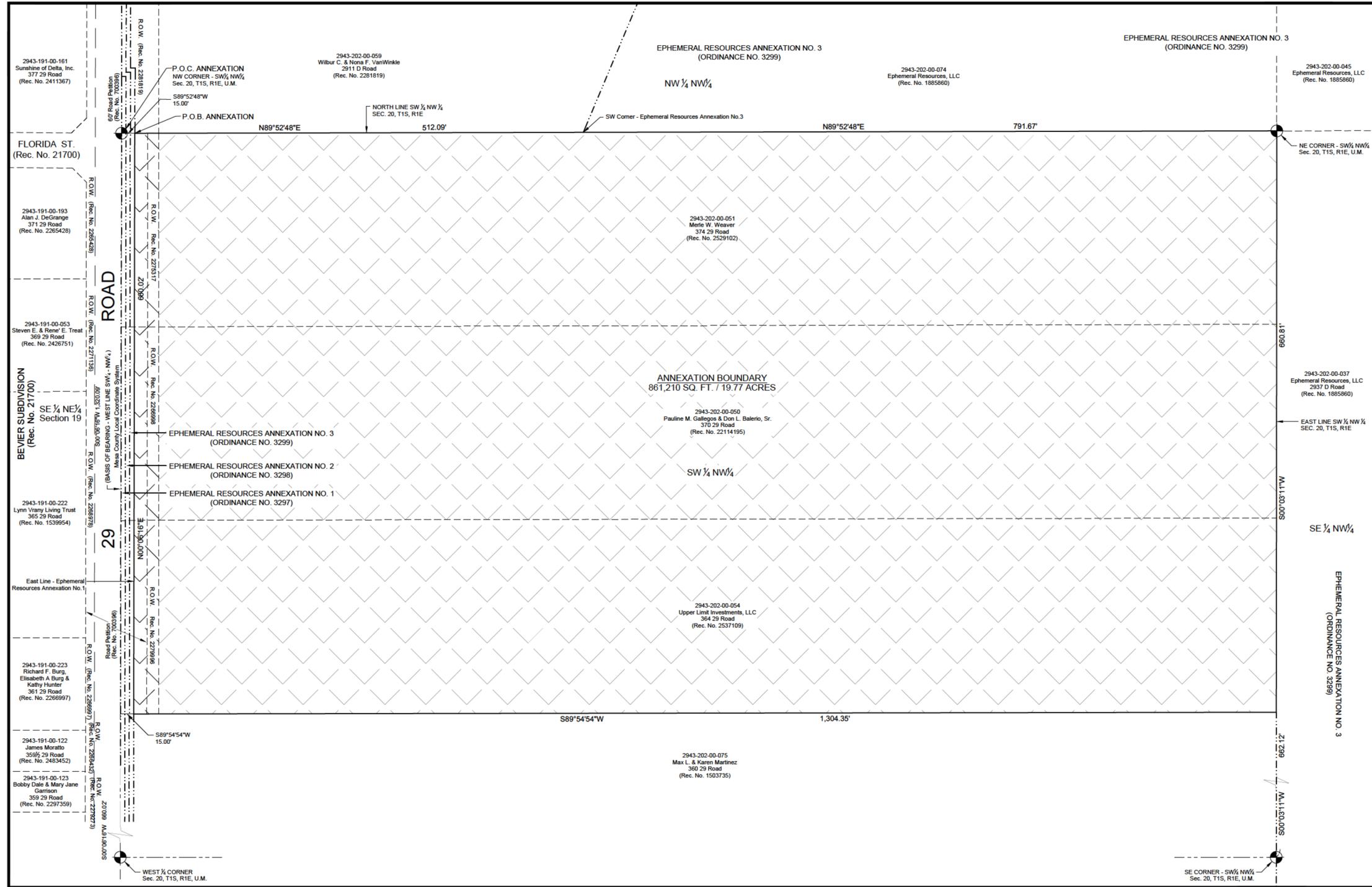
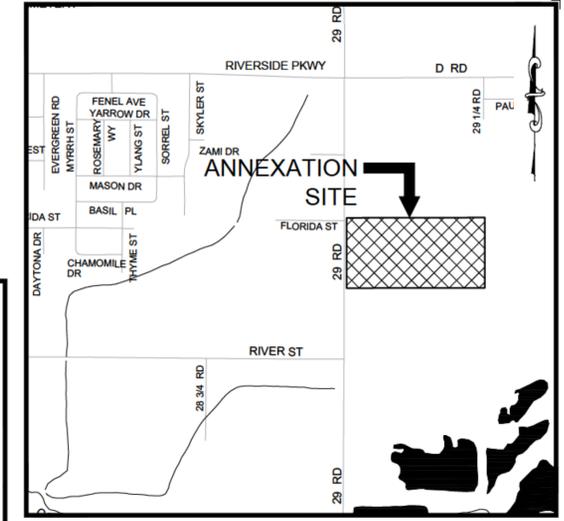
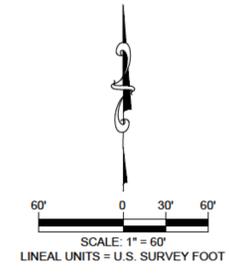
~~TRACT II:~~

~~COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 NW 1/4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF
THE UTE MERIDIAN;
THENCE NORTH 89 degrees17' WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 27 A DISTANCE OF 310 FEET;
THENCE SOUTH 0 degrees50' WEST 251.4 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 degrees17' WEST 504.8 FEET;
THENCE SOUTH 30 degrees28' WEST 179.3 FEET,
THENCE SOUTH 14 degrees45' WEST 40.1 FEET;
THENCE SOUTH 89 degrees17' EAST 603.1 FEET;
THENCE NORTH 0 degrees50' EAST 194.6 FEET TO THE POINT OF BEGINNING,
COUNTY OF MESA, STATE OF COLORADO.~~

<i>IF LAND ANNEXATION SCHEDULE</i>		
June 15, 2022	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use	
July 12, 2022 Revised from June 28 th	Planning Commission considers Zone of Annexation	
July 6 2022	Introduction of a Proposed Ordinance on Zoning by City Council	
July 20, 2022	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council	
August 21, 2022	Effective date of Annexation and Zoning	
<u>ANNEXATION SUMMARY</u>		
File Number:	ANX-2022-114	
Location:	364 / 370 / 374 29 Road	
Tax ID Numbers:	2943-202-00-050; 2943-202-00-051; 2943-202-00-054	
# of Parcels:	3	
Existing Population:	7	
# of Parcels (owner occupied):	?	
# of Dwelling Units:	3	
Acres land annexed:	19.77	
Developable Acres Remaining:	19.147	
Right-of-way in Annexation:	0.623	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	R-8	
Current Land Use:	Single Family and Agriculture	
Comprehensive Plan Land Use:	Residential Medium	
Values:	Assessed:	\$33,450
	Actual:	\$451,600
Address Ranges:	364 thru 374 (even only) 29 Road	
Special Districts:	Water:	Ute
	Sewer:	City
	Fire:	GJ Rural
	Irrigation/Drainage:	Grand Valley Irrigation Company
	School:	District 51
	Pest:	Grand River Mosquito District
	Other:	Colorado River Water Conservancy

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16" W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48" E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299 being the Point of Beginning; thence continuing along said North line N89°52'48" E a distance of 512.09 feet to a point on said boundary of EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299; thence along said boundary of EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299 for the following two (2) courses: 1) continuing along said North line N89°52'48" E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11" W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54" W a distance of 1,304.35 feet to a point lying on said boundary of EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299, N00°06'16" E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	3,928.94 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	2,112.50 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	861,210 FT ²	EXISTING CITY LIMITS	
AREA IN ACRES	19.77		
AREA WITHIN R.O.W.	18,158 FT ²		
	0.425 ACRES		
AREA WITHIN DEEDED R.O.W.	8,619 FT ²		
	0.198 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	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

ORDINANCE NO.
XXXX

EFFECTIVE DATE
JUNE XX, 2022

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS 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.

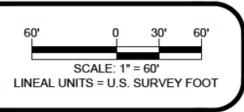
RENEE BETH PARENT DATE
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

G:\Data\SURVEY\Annexations\2022\2022-113 IF Annexation Files\NF Land Annexation Plat.dwg - PLOTTED 2022-05-16

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.

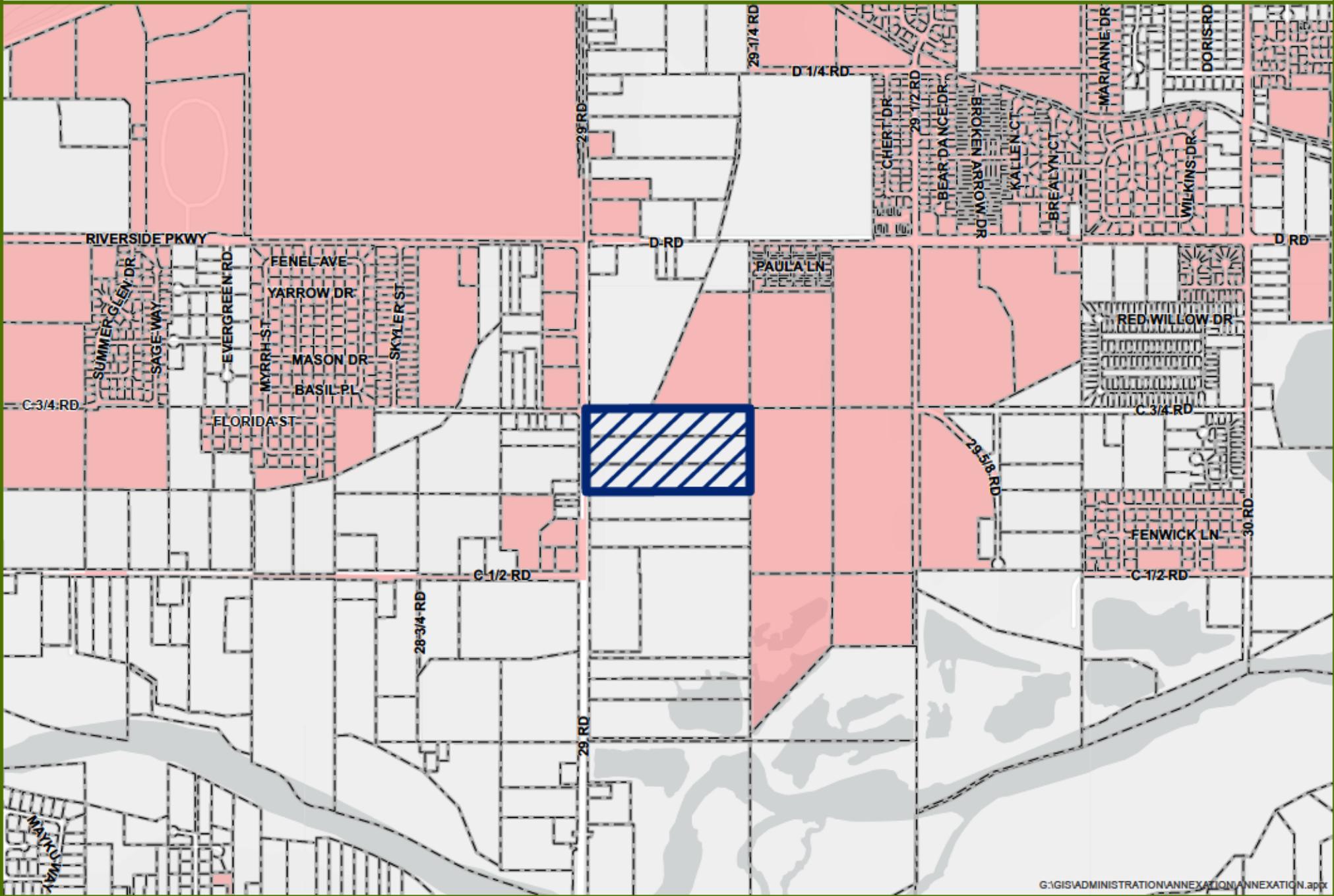
DRAWN BY: NCW DATE: 05/11/2022
DESIGNED BY: RBP DATE: 05/12/2022
CHECKED BY: CWV DATE: 05/13/2022
APPROVED BY: RBP DATE: 05/16/2022



**PUBLIC WORKS
ENGINEERING DIVISION**

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

IF LAND ANNEXATION



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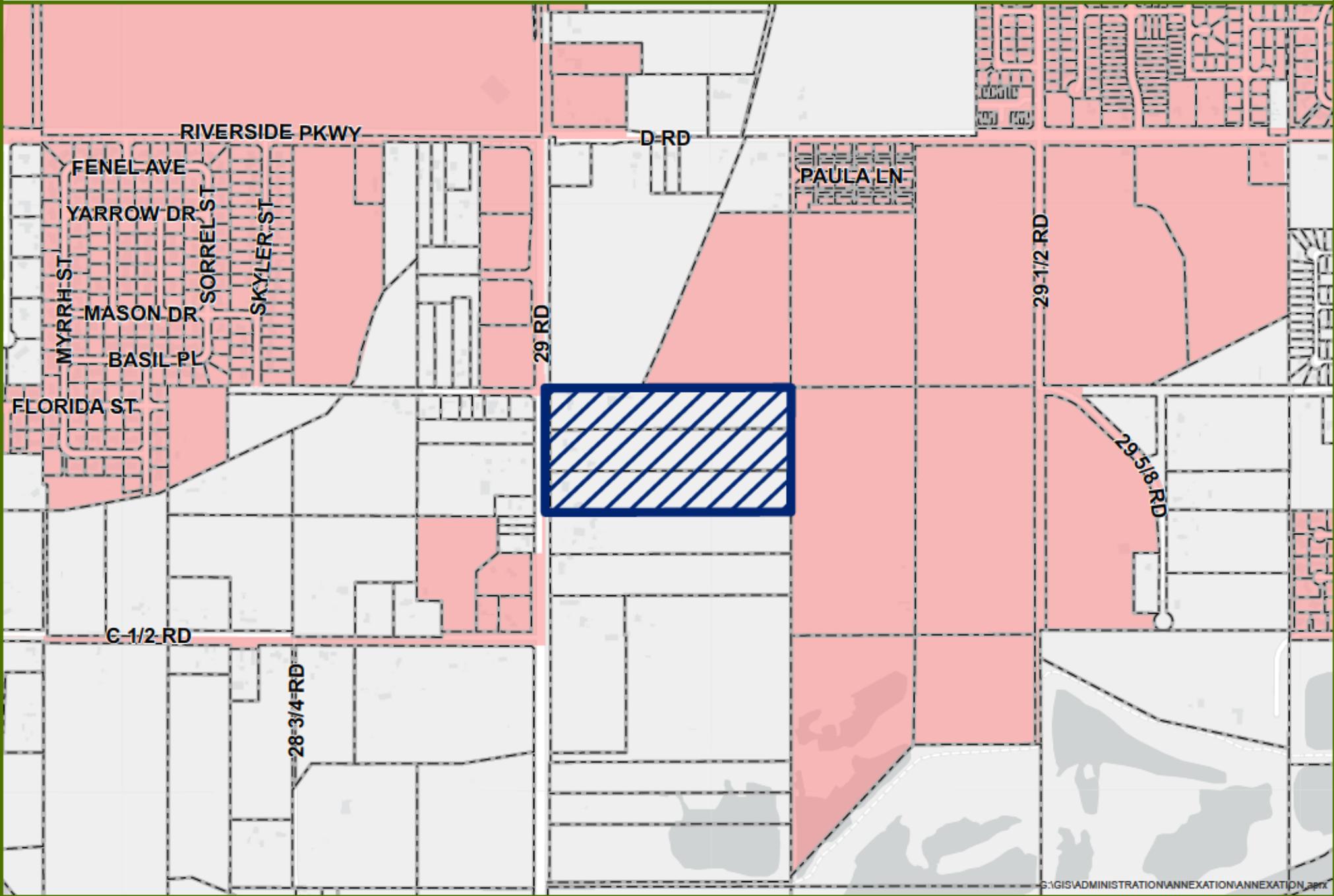


0 0.1 0.2 Miles

 Annexation  City Limits



IF LAND ANNEXATION



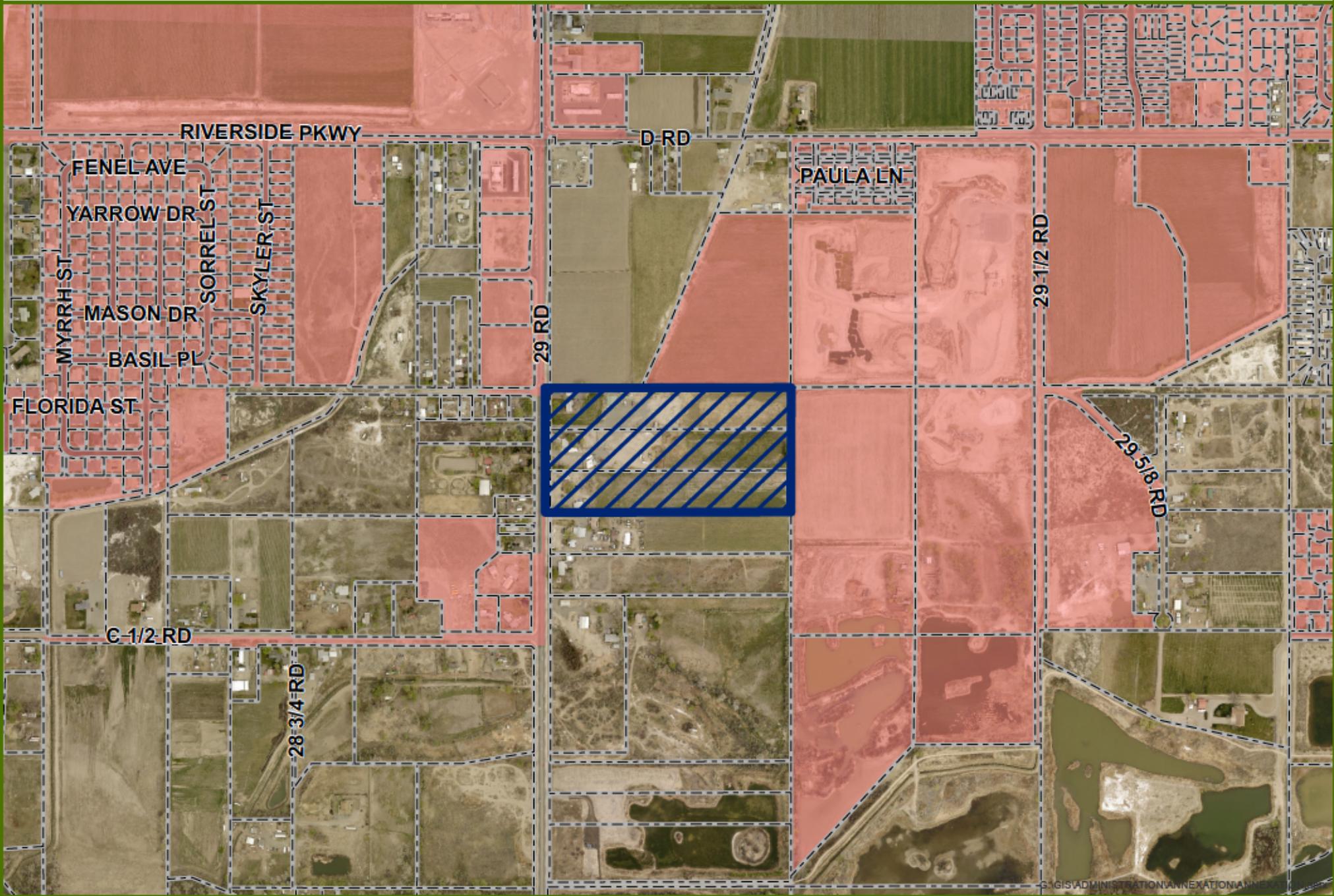
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 Annexation  City Limits

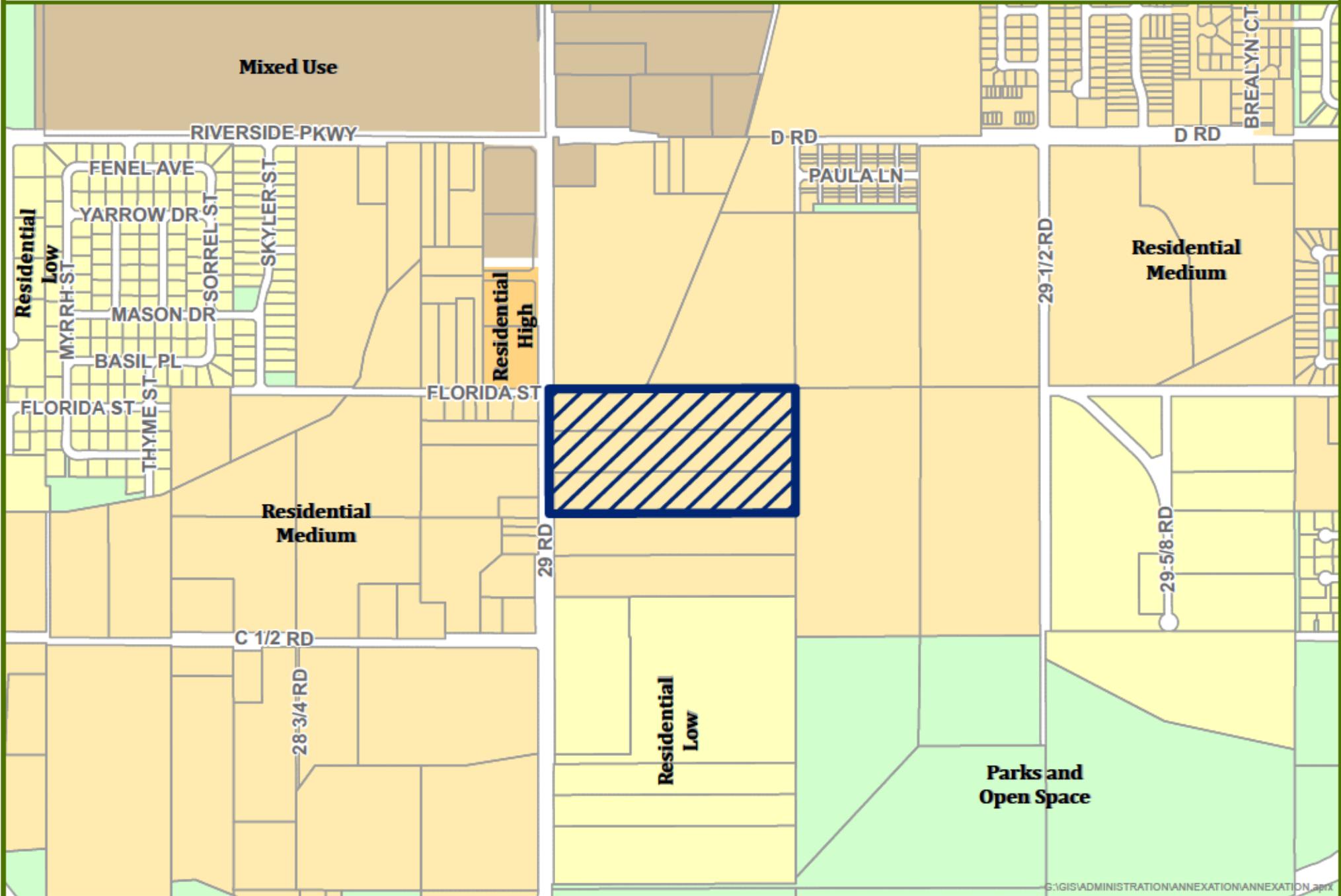
IF LAND ANNEXATION



0 0.1 0.2 Miles

 Annexation  City Limits

IF LAND ANNEXATION - LAND USE



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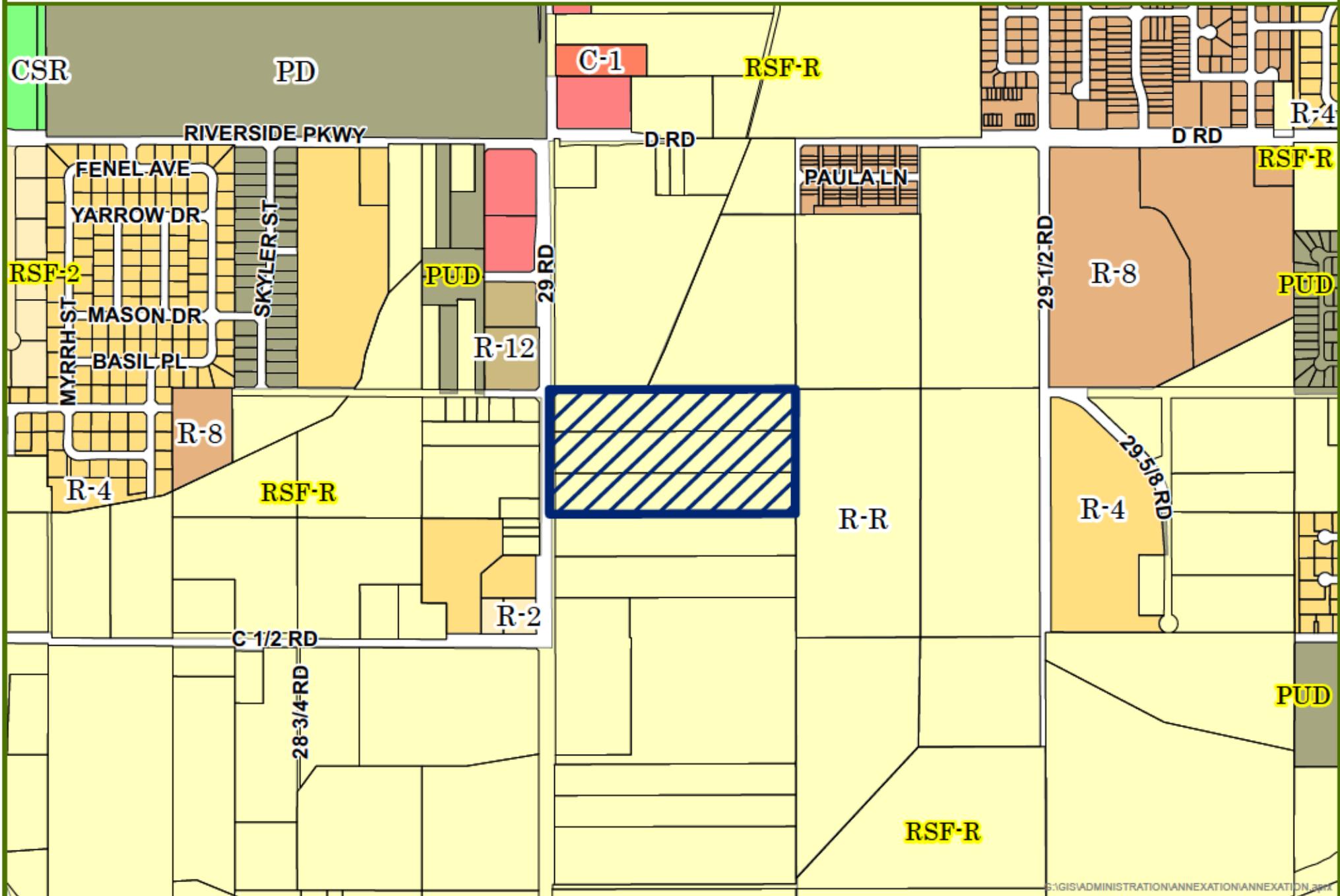
0 0.1 0.2 Miles

 Annexation Boundary
Packet Page 115

Date Created: 5/17/2022



IF LAND ANNEXATION - ZONING



0 0.1 0.2 Miles



Annexation

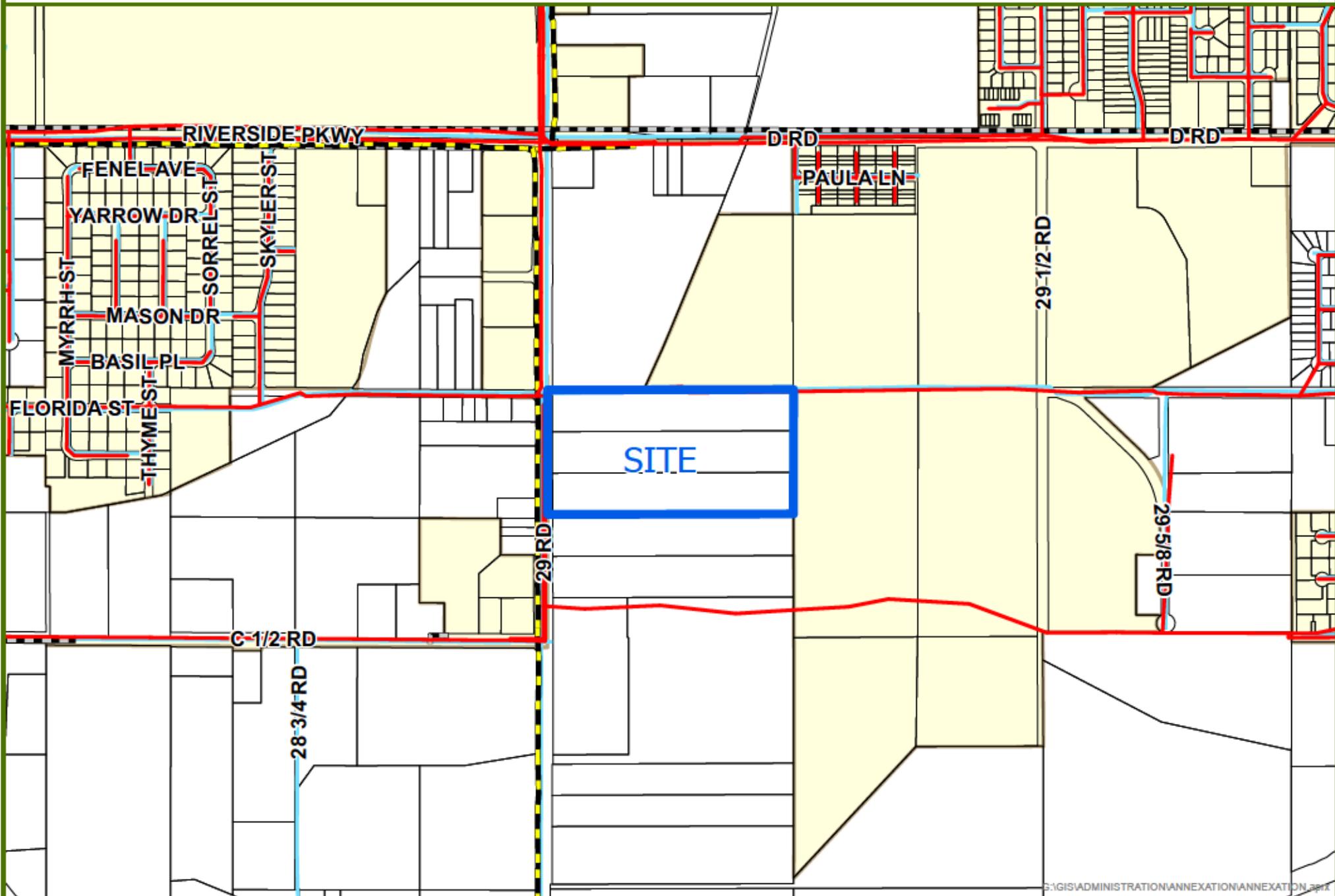
City Zoning

County Zoning

Date Created: 5/17/2022



IF LAND ANNEXATION - UTILITIES



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0 0.1 0.2 Miles

- CITY FIBER
- SEWER
- CITY LIMITS
- NON-CITY FIBER
- UTE WATER



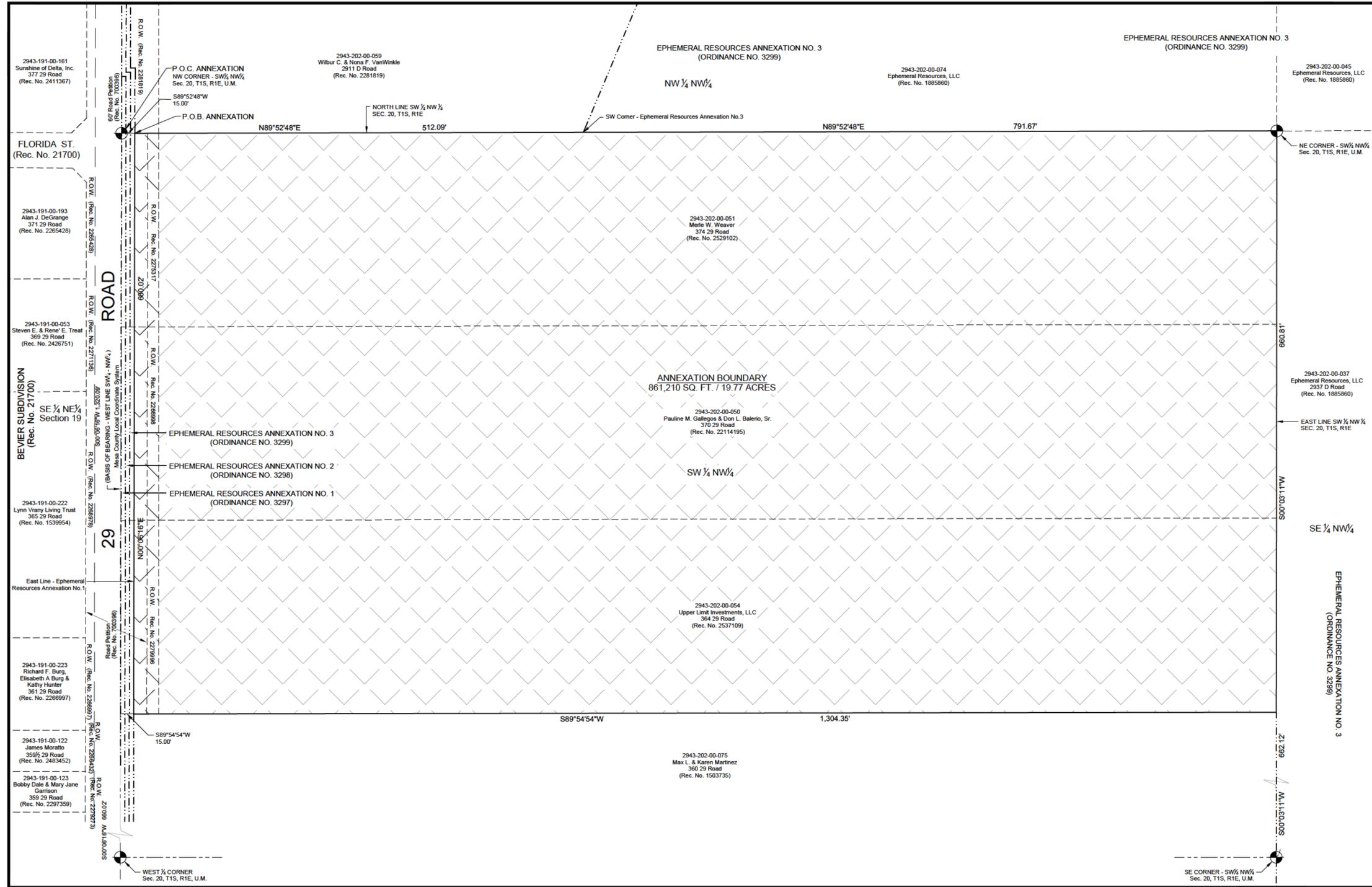
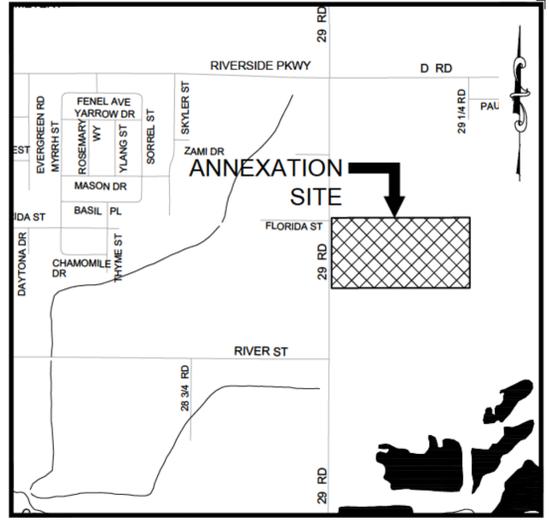
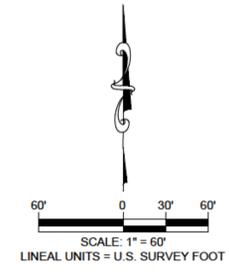
Looking SE from the NW corner of the annexation



Looking NE from the SW corner of the annexation

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION

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SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	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

ORDINANCE NO.
XXXX

EFFECTIVE DATE
JUNE XX, 2022

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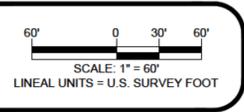
RENEE BETH PARENT DATE
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

G:\Data\SURVEY\Annexations\2022\2022-113 IF Annexation Files\NF Land Annexation Plat.dwg - PLOTTED 2022-05-16

NOTICE:
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DRAWN BY: NCW DATE: 05/11/2022
DESIGNED BY: RBP DATE: 05/12/2022
CHECKED BY: CWV DATE: 05/13/2022
APPROVED BY: RBP DATE: 05/16/2022



**PUBLIC WORKS
ENGINEERING DIVISION**

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING IF LAND ANNEXATION TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT LOCATED ON PROPERTIES AT 364 29 ROAD, 370 29 ROAD, AND 374 29 ROAD GRAND JUNCTION, COLORADO (TERRITORY)

THE TERRITORY IS COLLECTIVELY KNOWN AS AND REFERRED TO AS THE IF LAND ANNEXATION WHICH IS IN TOTAL 19.77+/- ACRES

Recitals:

The property owner has petitioned to annex 19.77 acres into the City limits. The annexation is referred to as the *If Land Annexation*.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the If Land Annexation consisting of 19.77 acres from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac) finding that both the R-8 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone districts, is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code for the parcel as designated.

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

ZONING FOR THE IF LAND ANNEXATION

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado is hereby zoned as follows:

**PERIMETER BOUNDARY LEGAL DESCRIPTION
IF LAND ANNEXATION**

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

INTRODUCED on first reading this 6th day of July, 2022 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of _____, 2022 and ordered published in pamphlet form.

Anna M. Stout
President of the Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: July 6, 2022

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Mark Ritterbush, Water Services Manager

Information

SUBJECT:

Authorize a Contract for the Grand Junction Water Treatment Plant Electrical Improvements

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a Construction Contract with Herbert E&I, LLC of Windsor, CO for the Grand Junction Water Treatment Plant Electrical Improvement project in the amount of \$267,272.28.

EXECUTIVE SUMMARY:

This construction contract is for the replacement of the existing Motor Control Center at the Grand Junction Water Treatment Plant as designed by Magna IV USA. Construction is to begin in Fall of 2022 after procurement of materials.

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Water Treatment Plant at 244 26-1/4 Road on Orchard Mesa was constructed in 1968. Much of the electrical system is original to that era. The City is replacing the existing Motor Control Center (MCC) and associated Variable Frequency Drives (VFD) with new equipment as part of this project.

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

Firm	Location	Bid Amount
Herbert E&I, LLC	Windsor, CO	\$267,272.28
EC Electric	Grand Junction, CO	\$309,392.82
Sturgeon Electric Company, Inc.	Henderson, CO	\$316,660.38

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The funds for this project are included in the 2022 Adopted Budget for the Water Fund within the water treatment plant modifications project budget of \$300,000.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a construction contract with Herbert E&I, LLC of Windsor, CO for the Grand Junction Water Treatment Plant Electrical Improvement project in the amount of \$267,272.28.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: July 6, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Authorize a Contract with Renner Sports for the Lincoln Park Pickleball and Canyon View Tennis Expansion Project

RECOMMENDATION:

Authorize a not to exceed contract with Renner Sports for \$952,350.

EXECUTIVE SUMMARY:

The Lincoln Park Pickleball and Canyon View Tennis Expansion project will convert four courts at Lincoln Park to 12 dedicated pickleball courts. This will round out the pickleball complex for a total of 20 courts. The four tennis courts lost at Lincoln will be replaced with four new tennis courts at Canyon View, taking the total from 12 to 16. The current 12 tennis courts at Canyon View will be lit as a part of this project to extend play. Finally, the lighting for the now 20 pickleball courts at Lincoln Park will be retrofitted and converted to LED lighting. This will reduce energy costs, reduce light pollution and increase the brightness on the courts by two to three times.

This contract with Renner Sports, a firm with a long track record of successfully building courts in Grand Junction and across Colorado, includes all necessary design and construction work with the exception of lighting, which would be through Musco. The lighting contract is the most expensive element aside from the courts themselves and it is proposed to contract for the lighting directly with Musco, also on this agenda, for \$610,650.

The project was initially estimated at \$1.6 million and that is what is currently authorized for spending in the 2022 budget. After going out to bid we did not receive any responses. Therefore, in order to move forward with this important project for the community, staff began negotiating proposals with two contractors specializing in these

types of projects. We are now prepared to execute the contracts for with Renner Sports and Musco. Because of the current bidding environment, resulting delays in the project, and construction inflation, the project is now estimated at \$2 million, which includes a project contingency. The two contracts on the Council agenda tonight total \$1.56 million and a third contract will be coming forward this year for required dirt work. As reported in the mid-year capital update to Council, it is anticipated that a significant portion of the project costs will be carried forward into 2023, at which time we will supplementally appropriate the needed amount up to \$2 million.

BACKGROUND OR DETAILED INFORMATION:

City Council, as a part of the 2022 budget, approved the Lincoln Park pickleball and Canyon View tennis expansion project for \$1.6M. The City of Grand Junction issued a Request for Proposals (RFP) for design-build to convert 4 tennis courts at Lincoln Park into 12 pickleball courts, for a total of 20 dedicated pickleball courts. The design-build contractor will also build four new courts at Canyon View to replace the four lost at Lincoln. The Canyon View Tennis Complex will then grow from 12 to 16 dedicated tennis courts.

The RFP was released on December 17, 2021 immediately following the approval of the 2022 budget. Prior to the release of the RFP, two reputable firms, Evergreen and Renner Sports, were engaged as the project was planned. Both indicated an intent to propose prior to the RFP being released. The submittal deadline was January 27th and no bids were received. The City then began negotiations with Evergreen. After several exchanges, Evergreen notified the City they were unable to put forth a proposal due to the labor shortage. The City then began negotiations with Renner Sports, who has now provided a not-to-exceed price for the design-build of this tennis and pickleball expansion project. The proposals from Renner Sports and Musco have been evaluated by a committee of City staff as well as a representative from each of the user groups. The committee is recommending award of the contract so the project that has now been delayed by 6 months can proceed.

The actions before Council tonight are twofold: consideration of the contract with Renner for a not to exceed price of \$952,350 for the design-build of the project minus the lighting. As a separate agenda item, the lighting package from Musco for \$610,560 will also be considered. The final contract element that will be coming to City Council in the near term is the dirt work sub-contract. Design for the dirt work is not a part of the Renner's not to exceed price. Once complete, this will come back to City Council as a change order.

The pickleball and tennis community has been engaged throughout the planning process. A public meeting was held on August 10, 2021 and over 120 residents attended. At the meeting, the plan for the expansion of pickleball at Lincoln and the expansion of tennis at Canyon View was presented. The plan was crafted using direct feedback from a survey that was broadly circulated in both the tennis and pickleball communities. 563 responses were received and the results indicated that 80% of

respondents were in support of this plan. This high level of support was even before the news of the 12 existing courts at Canyon View were to be lit to enable evening play and greatly expand the useability of those courts. Additionally, the further development of four new post-tension concrete tennis courts to be built at the new Grand Junction High School was unknown. Now that those tennis courts are funded by the school district, along with the four needed new courts at Canyon View and the lighting of the existing 12, service to the tennis community is expanding.

With the four new tennis courts at Canyon View, making a total of 16, and the 12 new pickleball at Lincoln Park, making a total of 20, both sports will have majorly improved complexes. Both sports will now have a home. This would enable more and larger tournaments and provide for needed capacity for public use by programs and use by School District #51. This is currently supported by leaders in the tennis community, who were instrumental in building courts in Grand Junction. The Western Slope Pickleball Club is also in strong support of this project. Finally, this is one of the highest priority projects in the Parks, Recreation and Open Space Master Plan. The pickleball community is committed to raising \$50,000 for this project and the tennis community is committed to also raising that same amount.

If approved by City Council, the project is scheduled to be completed by the middle of 2023.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost for this contract is included in the total project budget as approved in the 2022 Amended Budget.

The project was initially estimated at \$1.6 million and that is what is currently authorized for spending in the 2022 budget. Because of the current bidding environment, resulting delays in the project, and construction inflation, the project is now estimated at \$2 million, which includes a project contingency. The two contracts on the Council agenda tonight total \$1.56 million and a third contract will be coming forward this year for required dirt work. As reported in the mid-year capital update to Council, it is anticipated that a significant portion of the project costs will be carried forward into 2023, at which time we will supplementally appropriate the needed amount to \$2 million.

SUGGESTED MOTION:

I move to approve a not to exceed contract with Renner Sports of \$952,350 for the pickleball and tennis expansion project.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: July 6, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Authorize a Contract for Dos Rios Playground

RECOMMENDATION:

Staff recommends entering into a contract with Summit Recreation for \$369,116.

EXECUTIVE SUMMARY:

The Riverfront at Dos Rios is a transformational project at the core of the larger Riverfront Revitalization underway. This destination playground will serve as a key amenity not only in this development but throughout the entire region and riverfront corridor. The playground is planned to be built adjacent to the Bicycle Playground, the nearby park shelter, and the riverfront trail. The concrete curbing outlining the playground area as well as engineered wood fiber surfacing is already installed. This was a part of the Dos Rios Park construction, a component of the larger horizontal infrastructure the City and the Dos Rios General Improvement District funded.

Creating a unique and signature play space to further establish Dos Rios as a community hub was the primary goal of the selection process of the playground equipment. The playground project is budgeted as a part of the 2022 capital budget: Dos Rios Public Improvements. This budget will also support the construction of the splash park and riverfront improvements, all of which are adjacent to this playground. This destination-level playground will round out the amenities coming to Dos Rios in the near term in the public space. With vertical construction on the private side slated in the near term as well, these improvements are well-timed.

BACKGROUND OR DETAILED INFORMATION:

The Riverfront at Dos Rios is a 40-acre mixed-use development in the heart of the City of Grand Junction near the confluence of the Gunnison and Colorado River. It consists of 15.8 acres of parks and open space, 9.5 acres of light industrial/commercial, and 10.2 acres of mixed-use development. The playground will include a climbing net structure consisting of two summits, the highest being 24' 8". The footprint of the climbing net structure, at 88' by 60', will take up a majority of the available playground area and serve up to 75 kids at any given time. The second-largest feature is a climbable playground structure modeled off the humpback chub, an endangered fish found in the Colorado River. This structure will provide a fort-like atmosphere complete with slides. The Colorado River is home to four endangered native fish species found only in the Colorado River system – the humpback chub, bonytail, Colorado pikeminnow and the razorback sucker.

This feature will be visually appealing while at the same time bringing awareness to the environmental benefits of river restoration. Smaller play features will then round out the space, including bug steppers positioned in front of the mouth of the fish sculpture, the balance feature of the supernova, a spica spinner and a spinner bowl. This unique, one-of-a-kind play area will complement the more traditional playgrounds found at nearby Riverside Park, Las Colonias Phase 1 (to the west of the Amphitheatre) and Eagle Rim Park.

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

Firm	Location	Bid Amount Range - Depending on Proposed Options
Summit Recreation LLC	Grand Junction, CO	\$298,004.00 - \$300,000.00 (\$369,116.00 Final Negotiated)
Churchich Recreation LLC	Niwot, CO	\$293,241.00 - \$300,000.00
Rocky Mountain Recreation, Inc.	Littleton, CO	\$300,000.00 - \$375,421.34
Star Playgrounds	Littleton, CO	\$296,939 - 299,876.00
Tripple M Recreation LLC/Altitude Recreation	Erie, CO	\$299,982.25 - 300,000.00

An evaluation committee consisting of City staff and representatives from the private developer, May-Riegler, reviewed and rated the proposals. Interviews were then conducted with the top three: Rocky Mountain Recreation, Star Playgrounds and Summit Recreation. Summit was chosen given their creative designs that achieved the

primary project objectives. Negotiations then proceeded with Summit to finalize and negotiate the final design that is funded by this possible action by City Council. Once ordered, the lead time is about 20 weeks followed by installation. The playground project is scheduled to be complete by the end of the year or early next year.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract. Summit did provide consent to use the image shown in the attachments indicating the layout of the various playground components.

FISCAL IMPACT:

The cost for this contract is included in the 2022 Dos Rios public park improvements project budget of \$1,000,000, which will also be supplemented by a \$400,000 grant from the Department of Local Affairs (DOLA). The remaining budget will be used for the splash park currently under design and riverfront restoration and improvement, including the beach area.

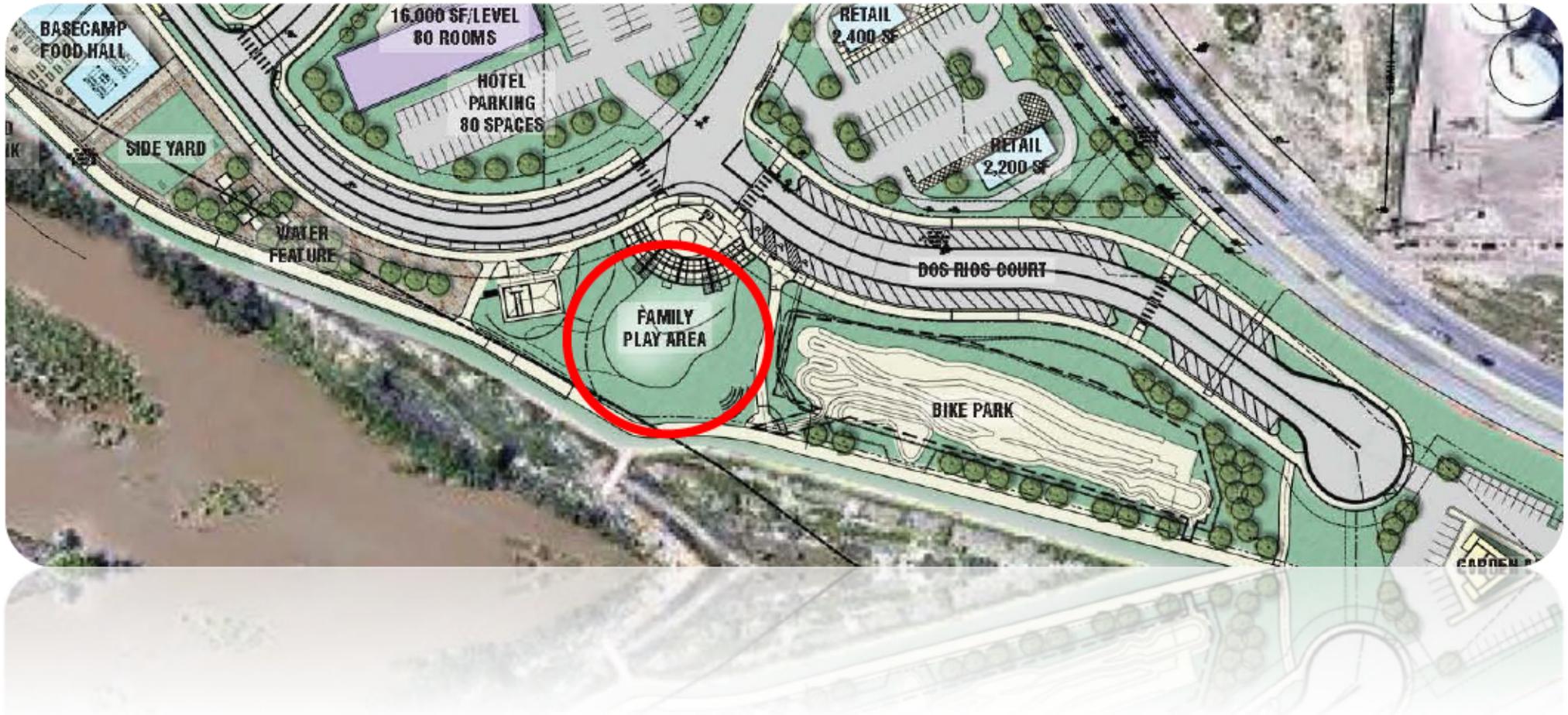
SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Summitt Recreation for \$369,116 to purchase and install the Dos Rios Playground improvements.

Attachments

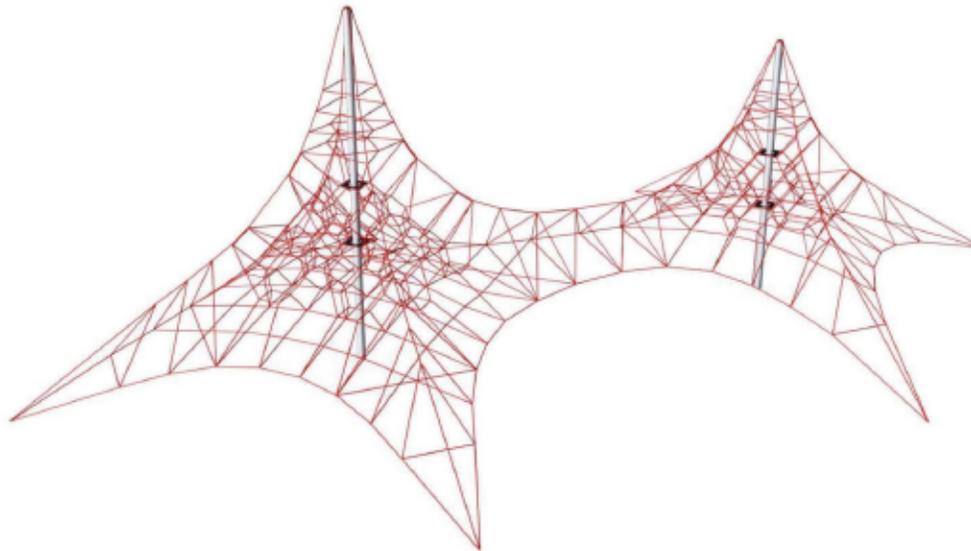
1. Dos Rios Playground Proposed to Council for 7 6 22



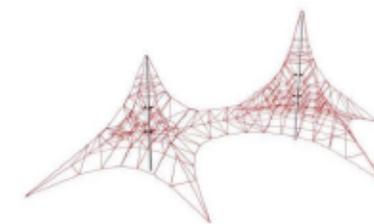
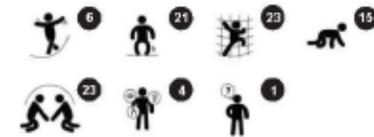


TWO-MAST SPACENET L

COR31322



Item no. COR313221-1201	
General Product Information	
Dimensions LxWxH	75'7" x 40'11" x 24'8"
Age Group	5-12
Play Capacity	75 children
Color Options	



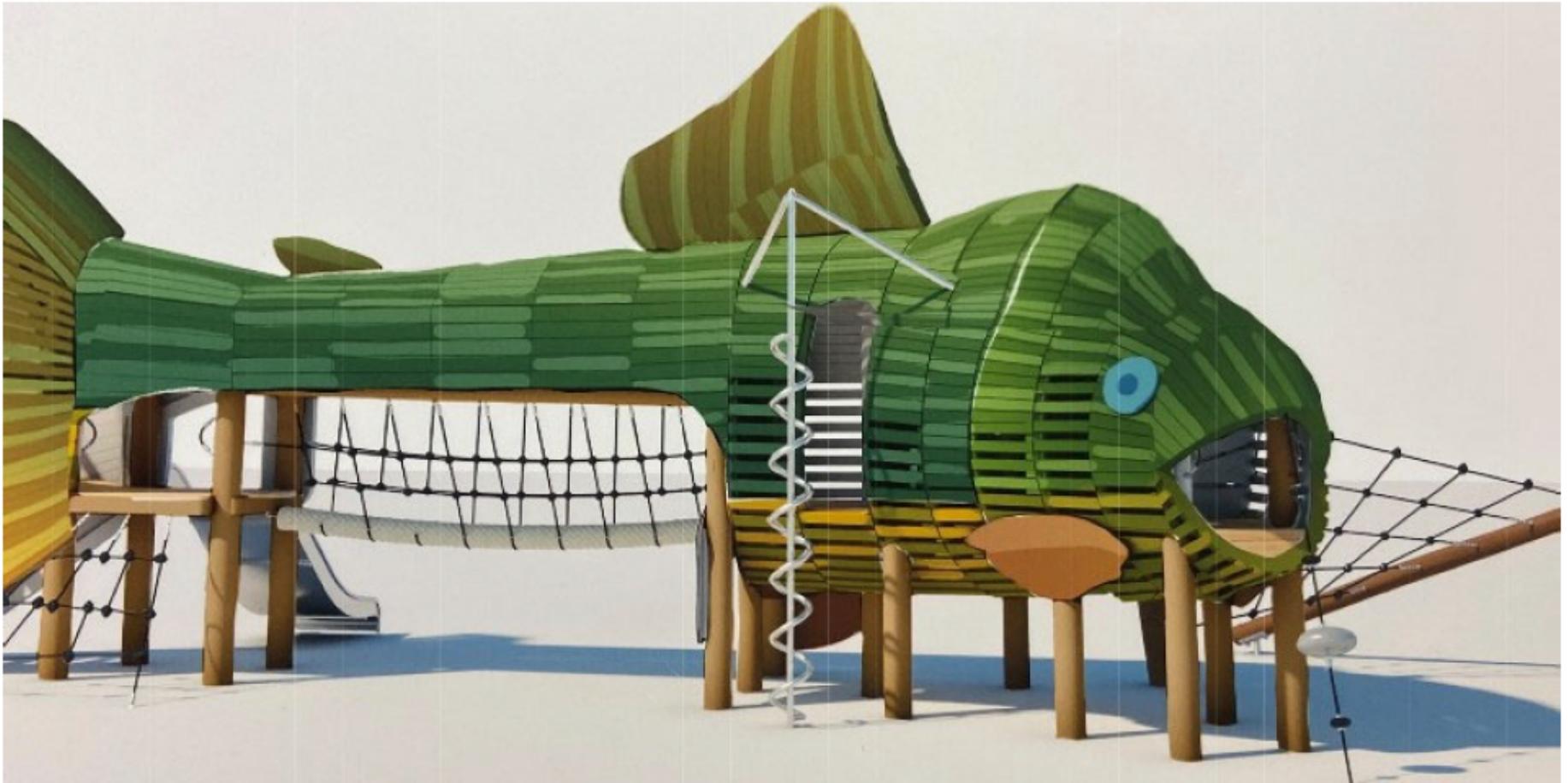
With their impressive heights and volume, the Two-Mast Spacenet L compels children to climb up high. The feeling of achievement after climbing to the top is phenomenal. The children's climbing moves the net, creating thrill. This makes children come back again and again to the bouncy, climbing loops. Climbing the interdependent bouncy meshes of the

transparent net is challenging and trains important motor skills such as balance and coordination. These motor skills are fundamental to sitting still or navigating crowded spaces safely. Major muscle groups get used when children climb the Two-Mast Spacenet L: arms push and pull, legs push and the core provides stability as the children cling

onto the ropes. The Two-Mast Spacenet L trains courage and self-regulation, skills necessary for children's social-emotional development.

1 / 26-11-2019

Data is subject to change without prior notice.





Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: July 6, 2022

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Daniella Acosta, Senior Planner

Information

SUBJECT:

Authorize a Contract for the Bicycle and Pedestrian Master Plan and TEDS Manual Update

RECOMMENDATION:

Staff recommends City Council authorize the City Purchasing Division to execute a Purchase Order with Fehr & Peers of Denver, CO for the Pedestrian and Bicycle Master Plan and TEDS Manual Update in the amount of \$246,050.

EXECUTIVE SUMMARY:

This request is to award a contract to Fehr & Peers to develop the Grand Junction Pedestrian and Bicycle Master Plan (Master Plan), and to update the Transportation Engineering Design Standards (TEDS) Manual. The development of the Master Plan and the update to the TEDS Manual will focus on implementing the goals and policies described in the 2020 One Grand Junction Comprehensive Plan.

The harmonization of the Master Plan and the TEDS Manual is instrumental in helping advance the City's goals and policies to support efficient and connected transportation. While the Master Plan will help define a long-range vision for the City's active transportation programs and multimodal infrastructure, the TEDS Manual will play an integral role in implementing that vision through specific transportation design standards and regulations. It is the City's intent that the development of the Master Plan and TEDS Update be closely coordinated and aligned.

BACKGROUND OR DETAILED INFORMATION:

The need to create a Master Plan was identified as a priority for the community in the One Grand Junction Comprehensive Plan. The One Grand Junction Comprehensive

Plan envisions a transportation system defined by efficient and varied mobility, active transportation connections for bike commuters and nonmotorized access to many destinations in the Grand Valley. The City's Transportation Engineering Design Standards will need to be updated to reflect policies and design elements derived from the new Master Plan as well as to address outstanding issues and best practices that have been developed since the TEDS was last updated. The focus of the Master Plan shall be to identify strategies, policies, and performance measures to guide the planning, funding, and implementation of future active transportation projects, and to encourage increased non-motorized trips across all ages and abilities. The focus of the TEDS Update will be to bring the TEDS Manual up to current industry standards, heavily focused on implementing best practices in Complete Streets and multimodal design. The TEDS Manual regulates all transportation improvements within the public right-of-way and all private improvements to be dedicated to the public. To that end, the City began to seek a firm that has experience creating pedestrian and bicycle plans and infrastructure standards that optimize safe, convenient, accessible and equitable multimodal travel throughout the City.

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

Firm	Location	Bid Amount
Fehr & Peers	Denver, CO	\$132,001.00
Felsburg Holt & Ullevig	Greenwood Village, CO	\$305,000.00
Toole Design Group, LLC	Denver, CO	\$234,806.00

An evaluation committee of seven people reviewed the proposals thoroughly, scored the proposals following Section 6 Evaluation Criteria Factors of the RFP (Responsiveness of Submittal to the RFP; Understanding of the Project and Objectives; Experience; Strategy & Implementation Plan; Fees), and narrowed the list to a single finalist; Fehr & Peers with subconsultants Kimley-Horn. All submitters failed to fully scope the full extent of the TEDS update; therefore, during the negotiations with the finalist, the committee ensured the appropriate Scope of Work was outlined for the TEDS update. After several iterations, the negotiations settled on a final Not to Exceed price of \$246,050.00 for the entire project.

Through the RFP process, the City selected Fehr & Peers for consulting services to assist with the project. Fehr & Peers has a well-established reputation for developing creative, cost-effective, and implementation-oriented solutions that achieve multimodal transportation goals and policies such as Complete Streets and Vision Zero. Fehr & Peers has demonstrated expertise in low-stress network planning for both pedestrians and bicycles, multimodal design, vision zero, first and last mile planning, and inclusive public engagement geared towards expanding transportation choice and safety. Fehr &

Peers' proposal sufficiently addressed the desired scope of work that includes a robust public participation plan, engagement with stakeholders, and a thorough assessment of opportunities to enhance safe pedestrian and bicycle connections and to modernize the TEDS Manual.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

Both the Pedestrian and Bicycle Master Plan and TEDS Manual Update are included in the 2022 Adopted Budget.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to execute a contract with Fehr & Peers of Salt Lake City, UT for the Pedestrian and Bicycle Master Plan and TEDS Manual Update in the amount of \$246,050.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.e.

Meeting Date: July 6, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Authorize a Sole Source Contract with Musco for Lighting at the Lincoln Park Pickleball Courts and Canyon View Tennis Courts

RECOMMENDATION:

Authorize a not to exceed Sole Source contract with Musco Lighting for \$610,560.

EXECUTIVE SUMMARY:

The Lincoln Park Pickleball and Canyon View Tennis Expansion project will convert four courts at Lincoln Park to 12 dedicated pickleball courts. This will round out the pickleball complex with a total of 20 courts. The four tennis courts lost at Lincoln will be replaced with four new tennis courts at Canyon View, taking the total from 12 to 16. The current 12 tennis courts at Canyon View will be lit as a part of this project to extend play. Finally, the lighting for the now 20 pickleball courts at Lincoln Park will be retrofitted and converted to LED lighting. This will reduce energy costs, reduce light pollution and increase the brightness on the courts by two to three times.

This contract with Musco sports lighting, a firm with a long track record of successfully providing sports lighting in Grand Junction and across Colorado, includes all necessary electrical and installation work. Combined with the not to exceed proposal from Renner Sports, these firms will provide a complete package to complete the project. This is sole-source given the prevalence of Musco lighting throughout the Grand Junction parks and recreation system. Most recently, Musco was a sub-contractor to Shaw Construction to provide the \$1.2 million package to light Stocker Stadium and Suplezio Field. Before that, Musco provided the lights at Canyon View View, working with Berwick Electric, the installer. Both of these aforementioned projects have achieved significant energy savings and the lighting quality is a great improvement. Both projects are also dark skies compliant, which has earned praise from the local Astronomy Club.

The package in this contract is compatible and conforms with these other systems and a change in provider would cause additional funds to be expended. Furthermore, the product is clearly functionally superior to other lighting providers and ensures the success of these two important sites for the City. Renner Sports was going to use Musco as a subcontractor but we moved to directly contract with Musco to save on costs and avoid the mark-up from Renner Sports.

The project was initially estimated at \$1.6 million and that is what is currently authorized for spending in the 2022 budget. After going out to bid we did not receive any responses and therefore, in order to move forward with this important project for the community, staff began negotiating proposals with two contractors specializing in these types of projects. We are now prepared to execute the contracts with Renner Sports and Musco. Because of the current bidding environment, resulting delays in the project, and construction inflation, the project is now estimated at \$2 million, which includes a project contingency. The two contracts on the Council agenda tonight total \$1.56 million and a third contract will be coming forward this year for required dirt work. As reported in the mid-year capital update to Council, it is anticipated that a significant portion of the project costs will be carried forward into 2023, at which time we will supplementally appropriate the needed amount up to \$2 million.

BACKGROUND OR DETAILED INFORMATION:

City Council, as a part of the 2022 budget, approved the Lincoln Park pickleball and Canyon View tennis expansion project for \$1.6M. The City of Grand Junction issued a Request for Proposals (RFP) for design-build to convert 4 tennis courts at Lincoln Park into 12 pickleball courts, for a total of 20 dedicated pickleball courts. The design-build contractor will also build four new courts at Canyon View to replace the four lost at Lincoln. The Canyon View Tennis Complex will then grow from 12 to 16 dedicated tennis courts.

The RFP was released on December 17, 2021 immediately following the approval of the 2022 budget. Prior to the release of the RFP, two reputable firms, Evergreen and Renner Sports, were engaged as the project was planned. Both indicated an intent to propose prior to the RFP being released. A formal Request for Proposals was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, sent to a secondary list of vendors, and advertised in The Daily Sentinel. The submittal deadline was January 27th and no bids were received. The City then began negotiations with Evergreen. After several exchanges, Evergreen notified the City they were unable to put forth a proposal due to the labor shortage. The City then began negotiations with Renner Sports, who has now provided a not-to-exceed price for the design-build of this tennis and pickleball expansion project. The proposals from Renner Sports and Musco have been evaluated by a committee of City staff as well as a representative from each of the user groups. The committee is recommending award of the contract so the project that has now been delayed by 6 months can proceed.

The actions before Council tonight are twofold: consideration of the contract with Renner for a not to exceed price of \$952,350 for the design-build of the project minus the lighting. As a separate agenda item, the lighting package from Musco for \$610,560 will also be considered. The final contract element that will be coming to City Council in the near term is the dirt work sub-contract. Design for the dirt work is not a part of the Renner's not to exceed price. Once complete, this will come back to City Council as a change order.

The pickleball and tennis community has been engaged throughout the planning process. A public meeting was held on August 10, 2021 and over 120 residents attended. At the meeting, the plan for the expansion of pickleball at Lincoln and the expansion of tennis at Canyon View was presented. The plan was crafted using direct feedback from a survey that was broadly circulated in both the tennis and pickleball communities. 563 responses were received and the results indicated that 80% of respondents were in support of this plan. This high level of support was even before the news of the 12 existing courts at Canyon View were to be lit to enable evening play and greatly expand the useability of those courts. Additionally, the further development of four new post-tension concrete tennis courts to be built at the new Grand Junction High School was unknown. Now that those tennis courts are funded by the school district, along with the four needed new courts at Canyon View and the lighting of the existing 12, service to the tennis community is expanding.

With the four new tennis courts at Canyon View, making a total of 16, and the 12 new pickleball at Lincoln Park, making a total of 20, both sports will have majorly improved complexes. Both sports will now have a home. This would enable more and larger tournaments and provide for needed capacity for public use by programs and use by School District #51. This is currently supported by leaders in the tennis community, who were instrumental in building courts in Grand Junction. The Western Slope Pickleball Club is also in strong support of this project. Finally, this is one of the highest priority projects in the Parks, Recreation and Open Space Master Plan. The pickleball community is committed to raising \$50,000 for this project and the tennis community is committed to also raising that same amount.

If approved by City Council, the project is scheduled to be completed by the middle of 2023.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost for this contract is included in the total project budget as approved in the 2022 Amended Budget.

The project was initially estimated at \$1.6 million and that is what is currently authorized for spending in the 2022 budget. Because of the current bidding environment, resulting

delays in the project, and construction inflation, the project is now estimated at \$2 million, which includes a project contingency. The two contracts on the Council agenda tonight total \$1.56 million and a third contract will be coming forward this year for required dirt work. As reported in the mid-year capital update to Council, it is anticipated that a significant portion of the project costs will be carried forward into 2023, at which time we will supplementally appropriate the needed amount up to \$2 million.

SUGGESTED MOTION:

I move to approve a not to exceed Sole Source contract with Musco Lighting of \$610,560 for the pickleball and tennis expansion project.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: July 6, 2022

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck Principal Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit to Allow Construction of a Temporary Fire Apparatus Turnaround within the Undeveloped Right-of-Way for 24 1/4 Road on the East Side of the Property Located at 656 Market Street Requested by 656 Market Street, LLC

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Applicant, 656 Market Street, LLC, represented by Shannon Sweeney, is requesting a Revocable Permit to allow Construction of a Temporary Fire Apparatus Turnaround within the Undeveloped Right-of-Way for 24-1/4 Road on the east side of the property located at 656 Market Street next to a proposed multifamily development known as The Farm at Market.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The site located at 656 Market Street just north of Candlewood Suites is presently vacant. The owners of the site, 656 Market Street, LLC are proposing to develop the site with two, 36-unit, three-story apartment buildings (78 total units). The proposed use of multifamily residential is an allowed use in the existing M-U (Mixed Use) zone district. The primary access for the development will be from Market Street. However, the Fire Code for the scale of proposed structures requires the provision of a fire apparatus turnaround on the east end of the proposed parking lot. Currently, there is undeveloped right-of-way for 24-1/4 Road along the east side of the property. Since there are no plans for the construction of this street in the near future, the developer is proposing to

utilize the right-of-way to construct the required fire apparatus turnaround, which will be retained until such time as the street is actually constructed. At that future time, The Farm at Market development would then have secondary access from 24-1/4 Road and the turnaround will no longer be needed.

ANALYSIS

Issuance of a Revocable Permit is guided by GJMC 21.02.180, which identifies six approval criteria that the City Council must consider when hearing a request for a revocable permit. These six criteria, found under GJMC 21.02.080(c)(1)-(6), are listed below, along with analyses of this request's conformance with each criterion.

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

The proposed permit allows for safe emergency apparatus access to the proposed development site, thereby ensuring the viability of the proposed multifamily development and safety for future residents in the development.

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

The Grand Valley Housing Needs Assessment confirmed the need for multifamily/attainable housing in the community. The proposed development, including the private construction of a fire apparatus turnaround on the undeveloped right-of-way for future 24-1/4 Road will provide for safe emergency access and a viable multifamily development that increases housing choices and the number of attainable units.

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

The undeveloped 24-1/4 Road right-of-way adjacent to the proposed development will eventually be constructed as a local street to add connectivity in this area of the city. Once it is constructed as a street, there will be a secondary access to the proposed The Farm at Market development and the temporary fire turnaround will no longer be needed.

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

The proposed temporary fire apparatus turnaround does not negatively impact access, traffic circulation or sensitive areas.

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

policies; and

The proposed revocable permit does not conflict with any of the goals or policies in the Comprehensive Plan or the City's Ordinances. As a part of the overall neighborhood, the proposed revocable permit would further the following principals and goals of the 2020 One Grand Junction Comprehensive Plan:

Plan Principal 5: Strong Neighborhoods and Housing Choices: Housing Types
Plan Principal 10: Safe, Healthy and Inclusive Community: Provide Excellence in Public Safety and Emergency Response

(6) The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual.

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

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Revocable Permit request from 656 Market Street, LLC represented by Shannon Sweeney, File No. RVP-2022-205, for the property located at 656 Market Street, the following findings of fact have been made:

1. The request conforms with Section 21.02.180 of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to adopt Resolution No. 54-22, a resolution concerning the issuance of a Revocable Permit to 656 Market Street, LLC represented by Shannon Sweeney, to allow construction of a temporary fire apparatus turnaround in the undeveloped right-of-way for future 24 1/4 Street, City File No. RVP-2022-205, with the findings of fact described in the staff report.

Attachments

1. Application Materials
2. 656 Market Street Location Map
3. RES-Revocable Permit 656 Market Street 062322

Development Application

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

Petition For:

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

Existing Land Use Designation Existing Zoning
 Proposed Land Use Designation Proposed Zoning

Property Information

Site Location: Site Acreage:
 Site Tax No(s): Site Zoning:
 Project Description:

Property Owner Information

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

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

Print Form

(a) 656 Market Street LLC ("Entity") is the owner of the following property:

(b) 656 Market Street, 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) Manager 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:

[Redacted]

- The Entity is the sole owner of the property.
- The Entity owns the property with other(s). The other owners of the property are:

[Redacted]

On behalf of Entity, I have reviewed the application for the (d) Site Plan Review - Major

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:

[Handwritten Signature]

Printed name of person signing: Shannon Sweeney, Manager

State of Colorado)

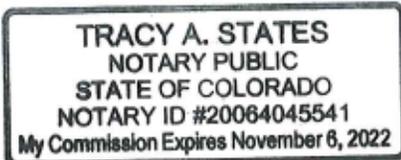
County of Mesa) ss.

Subscribed and sworn to before me on this 22nd day of December, 2021

by Shannon Sweeney, Manager

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States
Notary Public Signature

State Documentary Fee: \$49.00
September 29, 2021

GENERAL WARRANTY DEED
(Pursuant to C.R.S. 38-30-113(1)(a))



Grantor, **JPK TR GRAND JUNCTION, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY**, whose street address is 2011 8th Avenue NE, City of Aberdeen, County of Brown and State of South Dakota, for the consideration of **(\$490,000.00) *** Four Hundred Ninety Thousand and 00/100***** dollars, in hand paid, hereby sells and conveys to **656 MARKET STREET, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is 1315 Mountain View Drive, City or Town of Aspen, County of Pitkin and State of Colorado, 81611 the following real property in the County of **Mesa** and state of **Colorado**, to wit:

LOT 3 OF CANDLEWOOD HILTON SUBDIVISION COUNTY OF MESA, STATE OF COLORADO.

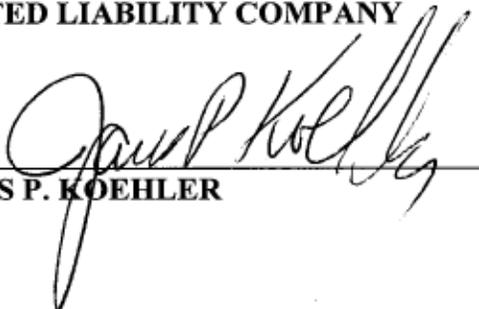
Also known by street and number as: **656 MARKET STREET, GRAND JUNCTION, CO 81505,**

with all its appurtenances and warrants the title to the same, subject to Statutory Exceptions.

Trees, shrubs, grass, and other vegetation on the real property described above must be maintained (trimmed, mowed, weeded, and watered) in a manner consistent with the custom and practice of commercial real property owners in Grand Junction, Colorado.

Signed this 27th day of September, 2021.

JPK TR GRAND JUNCTION, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY



JAMES P. KOEHLER

**General Project Report
Major Site Plan Review**

**656 Market Street Apartments
Tax Parcel No. 2945-042-52-003
656 Market Street, Grand Junction, CO
December 28, 2021**

A. Project Description

1. The project is located at 656 Market Street, also known as Parcel No. 2945-042-52-003. It is proposed to construct two, 36-unit, three story apartment buildings containing approximately 14,168 square feet each. The parcel is zoned MU. The proposed multi-family use is allowed by right in the MU zone district.
2. The parcel contains approximately 2.66 acres.
3. The proposed use, as stated previously, is for the construction of two apartment buildings, along with associated stormwater facilities and parking. The proposed multi-family use is allowed by right in the MU zone district. The request for approval of the Major Site Plan is compatible with existing and planned land uses.

B. Public Benefit

The public will benefit by the introduction of new, multi-family rental inventory. There is a great need for diversified residential housing in the grand valley. The project will provide, between the two buildings, 30, one - bedroom units, 30, two-bedroom units, and 12 studio apartments. The construction of the apartment buildings and site will also provide local jobs and revenue to the City.

C. Neighborhood Meeting

A neighborhood meeting was not required for this submittal, and none was held. The applicant has, however, been working closely with the neighbor to the south with regards to screening.

D. Project Compliance, Compatibility, and Impact

1. **Adopted plans and/ or policies are being met-** The density currently exceeds the MU zone district maximum of 24 units per acre by seven units. The submittal is being made in anticipation of a planned code amendment, eliminating the maximum density for the MU zone district. The site is also subject to the 24 Road Design Standards.

The project complies with the adopted codes and zoning requirements (once amended) for this property. The density proposed maximizes the use of the site.

2. **Land use in the surrounding area-** All adjacent uses to the south, west and north are zoned MU. Adjacent uses to the east are zoned R-24. To the north of the property is vacant land. To the east, land use is large lot residential/agriculture. To the south is a hotel. To the west is another hotel and an automobile dealership. This proposal is compatible with the current uses in the immediate and surrounding areas.
3. **Site access and traffic patterns-** The project will take access off of Market Street. Dedicated right-of-way borders the site on the east. This right-of-way will be used to provide temporary fire access/turn-around. 95 parking spaces are required, and 100 spaces are provided. The site has ample maneuvering in the parking areas provided. The addition of 72 residential units will have minimal impact on adjacent street systems.
4. **Availability of utilities, including proximity of fire hydrants-**
The subject parcel is and/or will be served by the following:
 - Ute Water District
 - City of Grand Junction Sanitation District
 - Xcel Energy
 - Charter/Spectrum
 - CenturyLink/Lumen
 - City of Grand Junction Fire Station 3
 - Grand Valley Irrigation CompanyAll utilities are existing in this corridor and extended to the site. 14' multi-purpose easements (MPE) are provided on the west and east boundaries, adjacent to the street frontage and right-of-way frontage. A Fire Flow Form was prepared and is included with this submittal.

5. **Special or unusual demands on utilities-** The demands of the proposed apartments on utilities are similar in nature to that of surrounding development. The infrastructure is in place to meet the demand.
6. **Effects on public facilities-** The effect on public facilities, i.e. police, fire, as a result of the approval of the Major Site Plan for the subject parcel will be minimal.
7. **Hours of operation-** Typical of residential development.
8. **Number of employees-** Not applicable.
9. **Signage plans-** To be determined. A sign package plan will be submitted for approval.
10. **Site Soils Geology-** Soils testing is in process to ensure the site is suitable for the proposed development and obtain pavement and concrete recommendations. The Geotechnical Report will be submitted as soon as it is available.
11. **Impact of project on site geology and geological hazards-** No significant geologic or geological hazards are anticipated for this property.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.
The request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.
The request will be in compliance with the zoning and development code, upon amendment of the maximum density for the MU zone district.

(iii) Conditions of any prior approvals.
There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the construction of the project.

(v) Received all applicable local, State and federal permits.

All applicable permits will be obtained for this project.

Section 21.02.070(g) Major Site Plan Review:

There are no specific review criteria for a Major Site Plan submittal.

F. Development Schedule and Phasing

Construction is anticipated in late spring/summer 2022.

EXHIBIT A

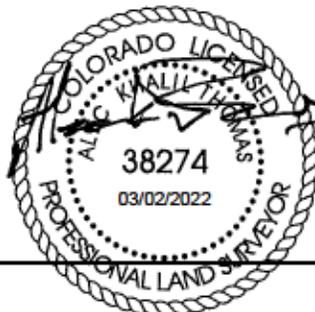
A twenty-one foot (21') wide parcel of land across the 24 1/4 Road Right-of-Way as recorded at Reception Number 2357642, situated the southwest quarter of the northwest quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said parcel lying ten and one-half feet (10.5') on each side of the following described centerline:

Commencing at the Northwest Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap on a #6 rebar marked "LS 20677 – DH SURVEYS" whence the Center-West Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap marked "LS 10097 – INTERMOUNTAIN TECH SERVICES", bears South 00°00'48" East, with all bearings herein relative thereto:

Thence South 00°00'48" East along the East line of the said southwest quarter of the northwest quarter of Section 4, a distance of 495.99 feet;
Thence South 89°59'12" West, a distance of 15.50 feet to the Point of Beginning of the centerline herein described;

Thence South 00°00'48" East, a distance of 183.71 feet, to the Point of Termination.

Containing 3857 Sq. feet (0.09 acres), more or less.



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

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

EXHIBIT B

MESA COUNTY PARCEL 2945-042-30-002
 LOT 2; CANYON VIEW NORTH SUBDIVISION
 RECEPTION NUMBER 2351642
 660 24 ROAD
 USHER NV LLC

589° 59' 12" W 15.50'

FOUND 3.25" Ø ALUMINUM CAP
 #6 REBAR
 LS 20677
 DH SURVEYS INC NW1/16 S4 2020
 POINT OF COMMENCEMENT

495.99'

FOUND 2" Ø ALUMINUM CAP
 IN CONCRETE
 PLS 24953
 HIGH DESERT SURVEYING

Point of Beginning

MESA COUNTY PARCEL 2945-042-00-022
 663 24 1/2 ROAD
 GALE, JOSHUA STEVEN/GALE, HEATHER LEE

21'

MESA COUNTY PARCEL 2945-042-52-003
 LOT 3; CANDLEWOOD HILTON SUBDIVISION
 RECEPTION NUMBER 2513435
 656 MARKET STREET
 656 MARKET STREET LLC

BASIS OF BEARING: 500° 00' 48" E
 EAST LINE SW1/4 NW1/4 SEC 4

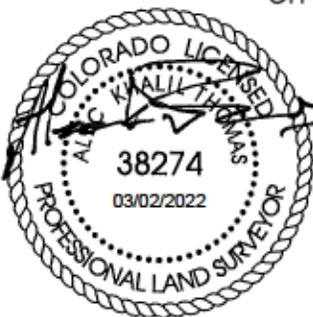
500° 00' 48" E 183.71'

3857 SQUARE FEET MORE OR LESS
 0.09 ACRES MORE OR LESS

Point of Termination

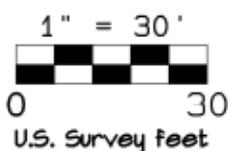
MESA COUNTY PARCEL 2945-042-00-024
 NO ADDRESS LISTED
 GRAND JUNCTION LAND LLC

26' 24 1/4 ROAD
 RIGHT-OF-WAY
 RECEPTION NUMBER 2351642
 CITY OF GRAND JUNCTION



FOUND 3.25" Ø ALUMINUM CAP
 #6 REBAR
 LS 10097
 INTERMOUNTAIN TECH SERVICES
 W1/16 C-C SEC 4 T R 1991

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



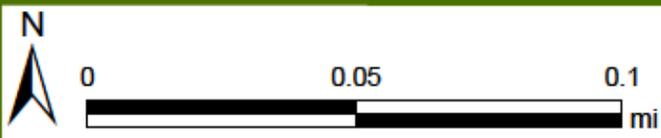
RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841
 www.rccwest.com

Drawn: BLC	Checked: BDM	3/1/22	Job No. 1981-005
S:\PROJECTS\1981 Shannon Sweeney\005 656 Market St\Survey\DWG			

656 Market Street Location Map



Undeveloped 24-1/4 Road Right-of-Way



Printed: 6/21/2022

1 inch = 188 feet



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
656 MARKET STREET, LLC**

Recitals.

A. 656 Market Street, LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 3 CANDLEWOOD HILTON SUBDIVISION. Tax Parcel Number: 2945-042-52-003

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a temporary fire apparatus turnaround in the undeveloped 24-1/4 Road public right-of-described below and depicted on Exhibit A attached hereto.

A twenty-one foot (21') wide parcel of land across the 24 1/4 Road Right-of-Way as recorded at Reception Number 2357642, situated the southwest quarter of the northwest quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said parcel lying ten and one-half feet (10.5') on each side of the following described centerline:

Commencing at the Northwest Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap on a #6 rebar marked "LS 20677 – DH SURVEYS" whence the Center-West Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap marked "LS 10097 – INTERMOUNTAIN TECH SERVICES", bears South 00°00'48" East, with all bearings herein relative thereto:

Thence South 00°00'48" East along the East line of the said southwest quarter of the northwest quarter of Section 4, a distance of 495.99 feet;

Thence South 89°59'12" West, a distance of 15.50 feet to the Point of Beginning of the centerline herein described;

Thence South 00°00'48" East, a distance of 183.71 feet, to the Point of Termination.

Containing 3857 Sq. feet (0.09 acres), more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-205 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this _____ day of _____, 2022.

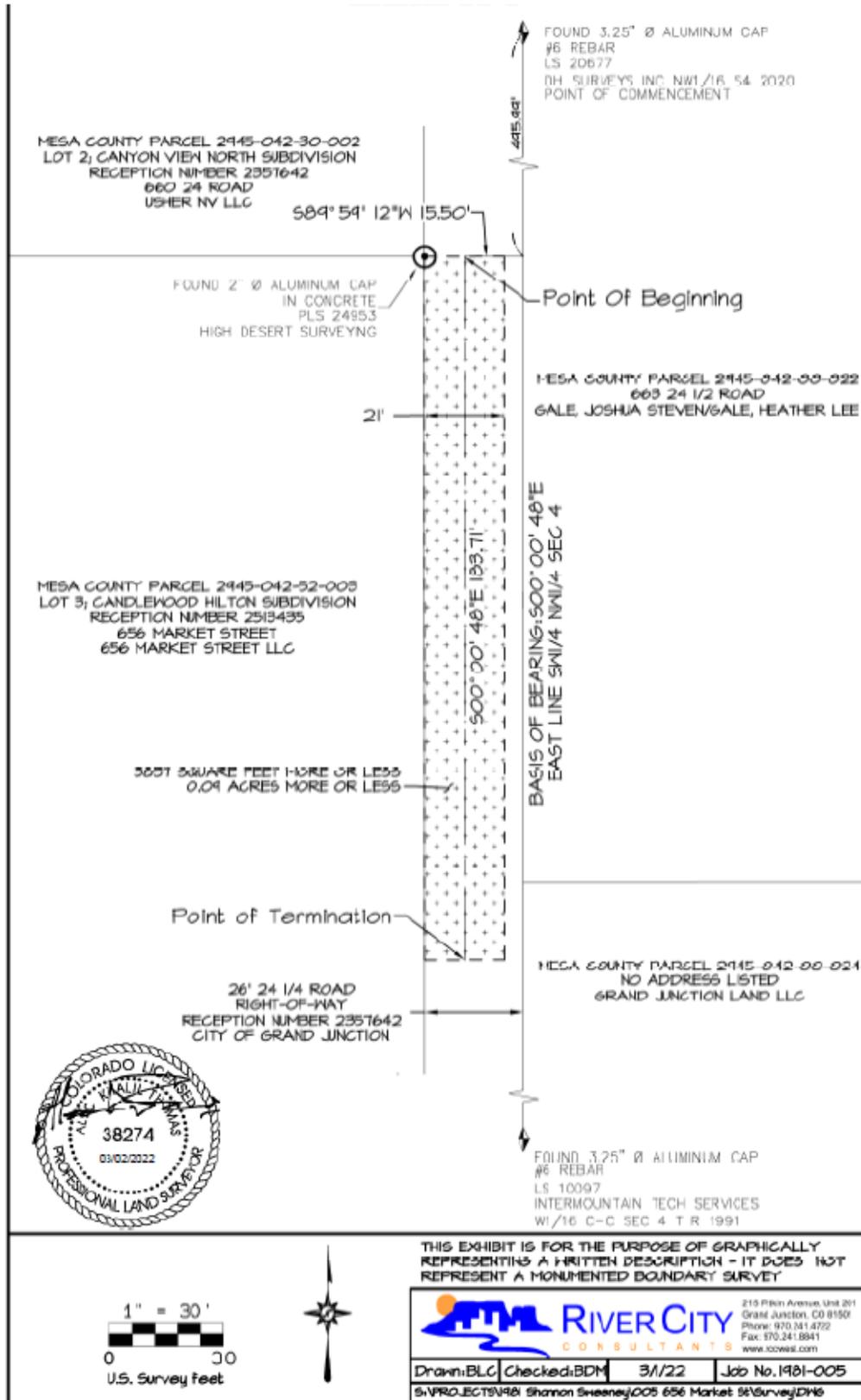
Attest:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk

DRAFT

EXHIBIT A



REVOCABLE PERMIT

Recitals.

A. 656 Market Street, LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 3 CANDLEWOOD HILTON SUBDIVISION. Tax Parcel Number: 2945-042-52-003

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a temporary fire apparatus turnaround in the undeveloped 24-1/4 Road public right-of-described below and depicted on Exhibit A attached.

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Containing 3857 Sq. feet (0.09 acres), more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-205 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.
5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination, or other ending of this Permit.
6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2022.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

City Clerk

City Manager

Acceptance by the Petitioner:

656 Market Street, LLC by Shannon Sweeney, Manager

DRAFT

AGREEMENT

656 Market Street, LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees, and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment to make said public right-of-way fully available for use by the City of Grand Junction or the public.

Dated this _____ day of _____, 2022.

656 Market Street, LLC

By: _____
Shannon Sweeney, Manager

State of Colorado)
)ss.
County of Mesa)

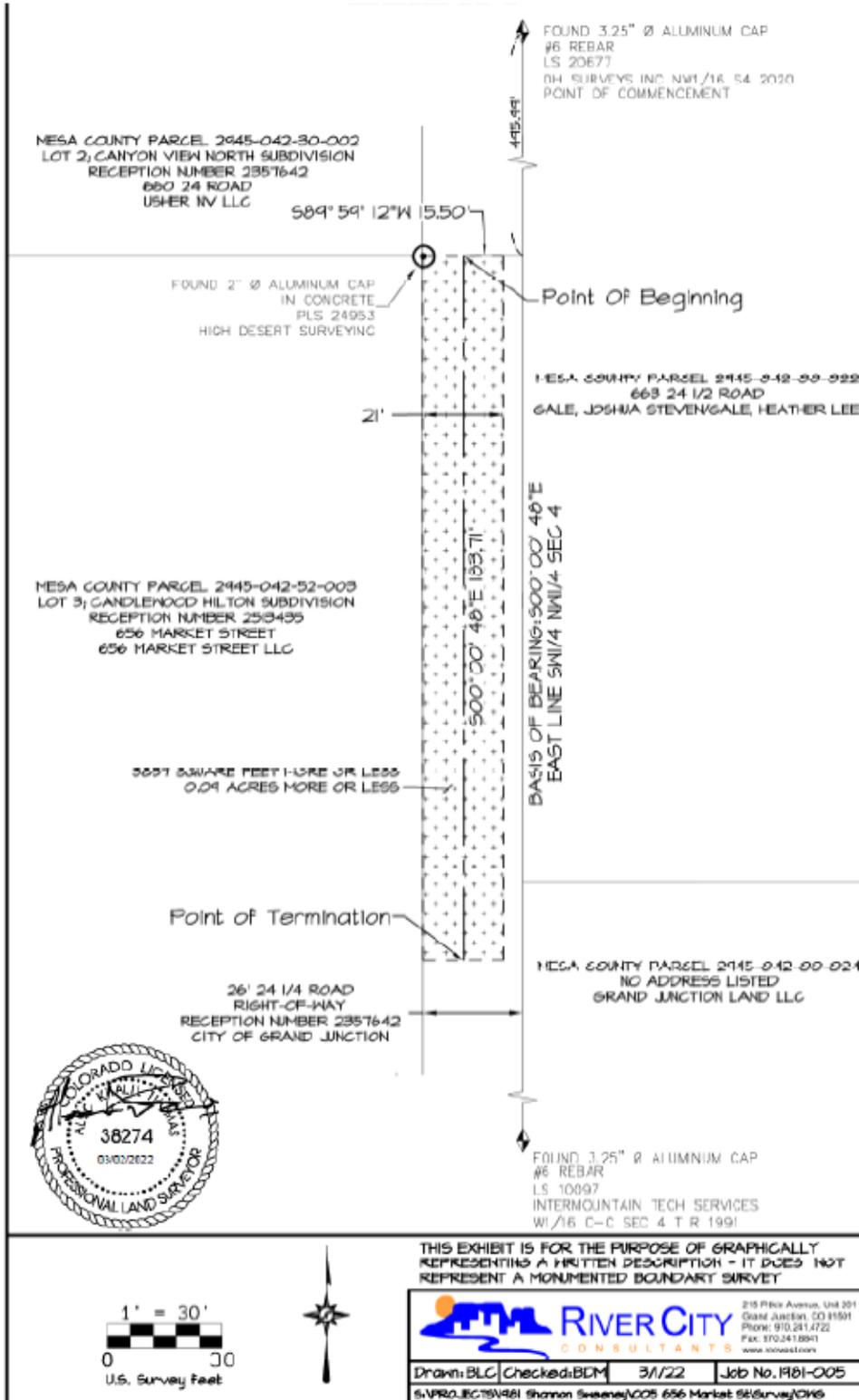
The foregoing Agreement was acknowledged before me this ___ day of _____, 2022, by Shannon Sweeney, Manager of 656 Market Street LLC.

My Commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A





Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: July 6, 2022

Presented By: Greg Caton, City Manager

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

A Resolution Accepting the Grant Offer No. 3-08-0027-75-2022 for the Airport Improvement Program (AIP) Runway Design Grading and Drainage Improvements in the Amount of \$1,430,000 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority

RECOMMENDATION:

Staff recommends approval of the runway 12/30 design-grading, drainage, and NAVAIDs for schedules 4-7 associated with the runway replacement project grant offer in the amount of \$1,433,000 from the FAA to the Grand Junction Regional Airport Authority and authorization of the Co-Sponsor agreement as a co-sponsor of the Airport Authority.

EXECUTIVE SUMMARY:

As a co-sponsor of the Grand Junction Airport Authority (GJRA), the GJRA is requesting City Council approval of a grant offer from the FAA for improvements related to the Runway 12/30 design-grading, drainage, and NAVAIDs for Schedules 4-7 associated with the runway replacement project grant offer No. 3-08-0027-075-2022 in the amount of \$1,433,000.

BACKGROUND OR DETAILED INFORMATION:

The Runway 12/30 Design Grading and Drainage Grant offer from the FAA is to fund the runway prism grading and drainage design work. The design work funded with this grant has already been completed and it defined the next phases of earth work for the runway replacement program and included bid assistance. 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 Airport Board of Commissioners approved the grant offer at the June 21, 2022 meeting and it was approved by the County Commissioners at the June 28, 2022 meeting.

FISCAL IMPACT:

There is no fiscal impact to the City as result of this request.

SUGGESTED MOTION:

I move to adopt Resolution No. 55-22, 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 in the amount of \$1,430,000.

Attachments

1. 3.1 GJT-NMG-3-08-0027-075-2022-Grant Agreement
2. 3.2 Co-Sponsorship Agreement-city AIP 75
3. RES-AIP-075-2022



May 23, 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

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

Dear Mr. Benton, Mr. Caton, and Mr. Davis:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-075-2022 at the Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than July 15, 2022.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. 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 at 303-342-1251.

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

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 23, 2022
Airport/Planning Area	Grand Junction Regional Airport
FY2022 AIP Grant Number	3-08-0027-075-2022 [Contract No. DOT-FA22NM-1003]
Unique Entity Identifier	P2MUNC6N7YM6

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 Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 8, 2021, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

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

Construct Runway 11/29 (design-grading, drainage, and NAVAIDs)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,433,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$1,433,000 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the 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 Agreement.
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. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). 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 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) 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. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 15, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and 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 the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. 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/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. 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.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. 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 a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. 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 Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, 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 to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; 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 our agency 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.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

- 23. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. 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 Condition 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 OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
28. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
31. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program.
32. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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.²

Dated _____

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

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

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

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

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

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

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.⁴

Dated _____

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

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

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

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Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated _____

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43; the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended “ 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended “ 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49, U.S.C. § 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, as amended “ 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

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. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}

- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the

useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal

to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title

49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of 49 U.S.C. § 47102.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;

4. Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;

4. Transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of December 8, 2021.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

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

39. Competitive Access.

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

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this 6th day of July, 2022, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

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

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

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-075-2022 (“Project”).

D. The FAA is willing to provide \$1,433,000 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

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

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

AGREEMENT

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

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

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

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

CITY OF GRAND JUNCTION

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

RESOLUTION 55-22

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

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has a multi-year program to improve the Airport. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics. The subject of this Resolution the Runway 12/30 Design Grading and Drainage Grant offer from the FAA which will assist with the funding of the runway prism grading and drainage design work. The design work funded with this grant has already been completed and it defined the next phases of earth work for the runway replacement program and included bid assistance.

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 grant was reviewed by the Airport Board at its June 21, 2022, meeting and by Mesa County Board of Commissioners at the Board's June 28, 2022 meeting.

The FAA grant offer is \$1,430,000.00; for the grant to benefit the GJRAA the City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Offer and Co-Sponsorship Agreement.

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 \$1,430,000.00 in support of the GJRAA as described generally herein and in more detail in the Grant Offer and Agreement(s) (grant offer No. 3-08-0027-075-2022.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$1,430,000.00 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 authorize the City Manager and City Attorney to sign.

PASSED and ADOPTED this _____ day of _____, 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: July 6, 2022
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

A Resolution Authorizing the Lease of City Owned Property to 1101 Kimball, LLC

RECOMMENDATION:

Staff Recommends approval of the resolution authorizing the lease of a portion of "Park Property" as described and in accordance with the terms stated in the attached lease.

EXECUTIVE SUMMARY:

1110 Kimball, LLC seeks to lease a small parcel of City property that abuts to the west of its own parcel located at 1101 Kimball Avenue for use as storage. This parcel is a portion of what is addressed as 925 Struthers Avenue, also known as the Park Property, that extends north of Riverside Pkwy (and along with another small parcel consists of what is conversationally referred to as "the dog ears" because of the triangular shape).

BACKGROUND OR DETAILED INFORMATION:

The City acquired the property (now known as "Park Property" or "the Park Property") which was formerly a uranium mill tail processing site, from the State of Colorado Department of Public Health and Environment ("State") by quit claim deed ("Deed") following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The City intends for certain areas of the Park Property to be redeveloped into business park uses and consistent with the public purposes of that intention, the voters authorized the City to lease certain land for such long-term uses. The majority of the Park Property is now Las Colonias Park. The "dog ears" portion that is, in part, the subject of the Lease

Agreement is vacant (hereafter "Dog Ears Property").

The "Dog Ears Property" has been previously leased to the former owners of the building at 1101 Kimball and now the new owners have petitioned the City for a similar use(s) on similar terms as the former lease. Petitioners seek a short term lease on the western "ear", or the west portion of the Dog Ears Property, with the possibility of a longer term lease for both "ears" to be negotiated after the expiration of the term of this lease.

The City has negotiated an agreement (Lease Agreement) with 1110 Kimball, LLC to lease the Property for the purpose of providing a short-term location for the construction and operation of certain activities in support of the reuse/redevelopment of 1101 Kimball. The City Council having been advised in the premises deems it necessary and appropriate that the City lease the Property in accordance with the lease agreement for those purposes.

FISCAL IMPACT:

Nominal revenue to the City will be paid as provided in the lease.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 57-22, a resolution authorizing the City Manager to lease certain City-owned property to 1110 Kimball, LLC.

Attachments

1. AGR-1110 Kimball Short Term Lease Agreement 063022
2. Map
3. RES-1101 Kimball Lease 063022 (002)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”) is hereby made and entered into this ___ day of _____, 2022, by and between the City of Grand Junction, a Colorado home rule municipality (the “City”), and 1110 Kimball, LLC (“Lessee”), whose legal address is 1315 Mountain View Drive, Aspen, Colorado 81611 (hereinafter collectively referred to as the “Parties”).

RECITALS

A. The City is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado described as follows:

A certain parcel of land lying in Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado County of Mesa, City of Grand Junction, being a portion of City owned lands having as a Parcel Number 2945-231-00-945 and being more particularly described as follows:

ALL of that part of said Parcel Number 2945-231-00-945 lying South of Lot 2, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado; North of a line that 5.00 feet North of and parallel with the Northerly Edge of the concrete gutter lying North of the Riverside Parkway; West of an existing concrete wall whose Northerly terminus is located approximately at the Northeast corner of said Lot 2, Old Mill Subdivision.

CONTAINING 41,000 Square Feet, more or less, as described.

And;

A certain parcel of land lying in Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado, County of Mesa, City of Grand Junction and being more particularly described as follows:

ALL that portion of Parcel Number 2945-231-00-945 owned by the City of Grand Junction, lying South of Lot 1, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado and lying North of a line that 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying North of the Riverside Parkway.

CONTAINING 18,000 Square Feet, more or less, described.

The City acquired the property (now known as “Park Property” or “the Park Property”) which was formerly a uranium mill tail processing site, from the State of Colorado Department of Public Health and Environment (“State”) by quit claim deed (“Deed”) following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State donated such lands to the City for permanent use by the City for park, recreational or other public purposes.

Lessee desires to lease a portion of the Park Property from the City on a short-term basis and use the surface of the property for parking, storage, and other purposes associated with business operations of 1110 Kimball, LLC. Lessee also desires to lease a larger portion of the Park Property on a long-term basis following this short-term lease. Lessee is aware of the conditional uses of the Park Property and by signing this Agreement agrees and warrants that they shall use the property only as specified in this Agreement.

B. The City desires to lease a portion of the Park Property to the Lessee and for the Lessee to use the surface for the Lessee's purposes only as specified in this Agreement.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases a portion of the Park Property to the Lessee, as more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "Property"). Lessee hereby accepts and leases the Property from the City, for the Term (defined in Section 2 below).

2. Term. The term of this short-term Lease shall commence on July 15, 2022, and continue through October 15, 2022 ("Term") at which time this lease shall expire.

3. Rent. Rent for the Property specified in **Exhibit A** during the Term, shall be **two hundred U.S. Dollars (\$200.00)** per month ("Rent"); said amount shall be due and payable, without the City's demand, on or before the fifteenth (15th) day of each month, beginning August 15, 2022. Should payment of Rent not be received by the City on or before the fifteenth (15th) day of the month, Lessee hereby agrees to pay the city a late charge of \$200.00, which amount shall be added to the amount of Rent(s) due. Furthermore, should payment of Rent and any late charge not be received by the City on or before the twenty-fifth (25th) day of the following month, this Lease shall automatically terminate and either of the Parties shall have any further rights, duties, or obligations under this Agreement.

4. Reservations from Lease. Pursuant to the Deed, the State reserved unto itself any non-tributary groundwater and the right to surface access for groundwater development. This Lease is also subject to the reservation of: (1) any and all oil, gas, coal and other minerals and mineral rights of any person underlying or appurtenant to the Property; (2) all water and water rights, ditches, and ditch rights appurtenant to or connected with the Property, including, but not limited to, any water or water rights which may have been previously used on or in connection with the Property, for whatever purposes; (3) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits or pipelines on, over, or across said parcel; and the following terms and conditions specified in Section 5 below, so long as such actions will not interfere with the Lessee's use and enjoyment of the Property for the purposes set forth herein.

5. Use and Condition of the Property.

5.1 Lessee covenants and agrees that its use of the Property is strictly limited to the use of the surface of the Property and that it will not use the groundwater from the site for any purpose, construct wells or any means of exposing groundwater to the surface. Lessee also agrees to make application and follow City development requirements, including, but not limited to, prior written approval of construction plans, designs, and specification. Any habitable structures constructed on the Property shall employ a radon ventilation system or other radon mitigation measures, as required by the State of Colorado.

Any use of the Property shall not adversely impact groundwater quality nor interfere with groundwater remediation under State and federal law or regulations.

5.2 Lessee agrees that its use and occupancy of the Property shall be subject to all applicable laws, rules, regulations, codes, rulings, 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 it shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to the provisions of 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, parking spaces, lights, or gates located or hereafter constructed by Lessee on the Property, and to not cause damage to the Property or the real or personal property of any 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 has caused for and otherwise 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 Lessee's purposes. The City makes no warranties, promises, or representations, express or implied, oral, or written, that the Property is sufficient for the purposes of the 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 the Lessee, the City shall have no obligation to repair the Property not to otherwise make the Property usable or occupiable, damages shall be at Lessee's own risk.

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

6. Non-Liability of the City for Damage. The City shall not be liable for liability or damage claims for injury to persons or property, including the Lessee's property, 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 Lease Term or any extension thereof, nor for any injury or damage to any property of the Lessee or any other party, from any cause whatsoever. Lessee hereby agrees to indemnify the City, its officers, employees, and agents, and hold the same harmless from all liability, loss, or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

Furthermore, 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.

7. Hazardous Substances.

7.1 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.

7.2 Lessee shall not cause or permit to occur by Lessee or Lessee's agents, guests, invitees, contractors, licensees, or employees the following:

(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.

8. Environmental Clean-Up.

8.1 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 falls 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.

8.2 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 a!! 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.

9. Default; Sublet; Termination; Assignment.

9.1 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.

9.2 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.

9.3 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 shaft, 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.

9.4 Lessee shall not engage or allow any contractor, material man 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.

10. 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.

11. 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, by email, or by hand or courier service as follows:

To the City:
City of Grand Junction
c/o Parks and Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501

With Copies to:
City of Grand Junction
c/o City Attorney
250 North 5th Street
Grand Junction, CO 81501

To the Lessee:
1315 Mountain View Drive
Aspen, CO 81611

With Copies to:
Coleman & Quigley, LLC
c/o Stuart R. Foster
2454 Patterson Road, Suite 200
Grand Junction, CO 81505

All notices shall be deemed given: (1) if sent by mail, when deposited in the mail; (2) if delivered by hand or courier service, when delivered; or (3) if sent via email, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

12. Not a Partnership.

13.1 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 use 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.

13.2 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.

13. Enforcement; Partial Invalidity; Governing Law.

14.1 If the Parties are required to commence or prosecute any legal action to determine the rights, duties, and obligations hereunder or to otherwise enforce this Agreement, then the prevailing party shall be entitled to the payment of their reasonable attorneys' fees and court costs, including those incurred for any successful appeal.

14.2 In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

14.3 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.

14. 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 \$10.00 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 \$10.00 daily fee is an appropriate liquidated damages amount.

15. 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.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts including scanned and emailed counterparts each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

17. Headings Not Part of Agreement. The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, affect the interpretation of, or otherwise affect in any way the provisions of this Agreement.

18. Interpretation of the Agreement. This Agreement was drafted jointly by the Parties and shall not construed against any party hereto.

19. Further Assurances. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused for the execution and made this Lease effective as of the date first set forth above.

**THE CITY OF GRAND JUNCTION,
a Colorado Home Rule Municipality:**

Attest:

By: _____
Greg Caton, City Manager

By: _____
Amy Phillips, City Clerk

LESSEE:

By: _____

(Print Name)

Its: _____

Exhibit A

A certain parcel of land lying in Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado County of Mesa, City of Grand Junction, being a portion of City owned lands having as a Parcel Number 2945-231-00-945 and being more particularly described as follows:

ALL of that part of said Parcel Number 2945-231-00-945 lying South of Lot 2, Old Mill Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of Mesa County, Colorado; North of a line that 5.00 feet North of and parallel with the Northerly Edge of the concrete gutter lying North of the Riverside Parkway; West of an existing concrete wall whose Northerly terminus is located approximately at the Northeast corner of said Lot 2, Old Mill Subdivision.

CONTAINING 41,000 Square Feet, more or less, as described.

And;

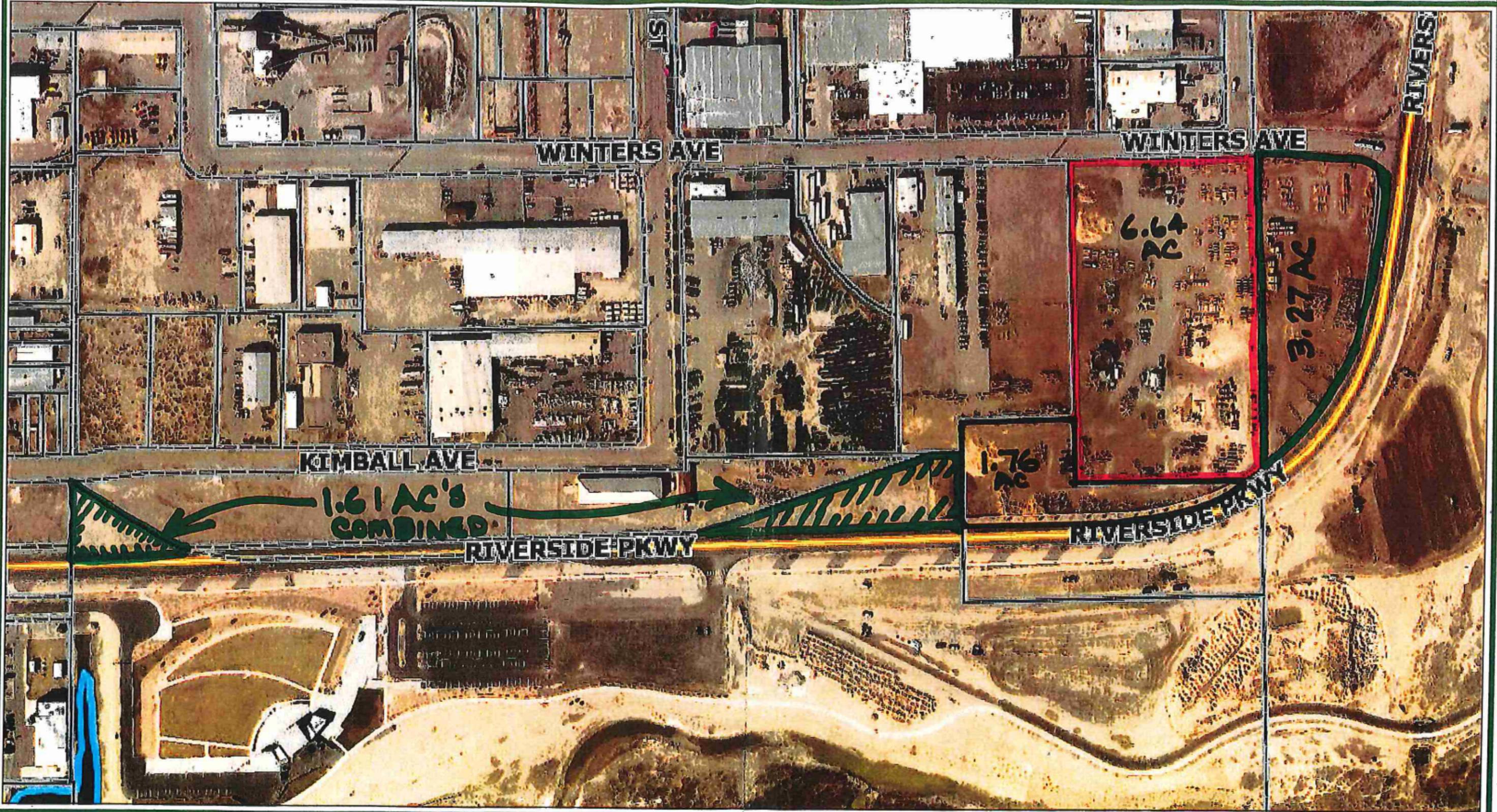
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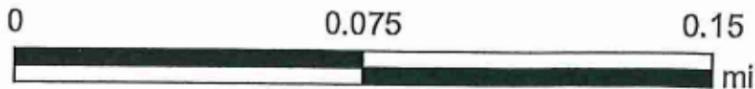
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The City acquired the property (now known as "Park Property" or "the Park Property") which was formerly a uranium mill tail processing site, from the State of Colorado Department of Public Health and Environment ("State") by quit claim deed ("Deed") following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State donated such lands to the City for permanent use by the City for park, recreational or other public purposes.

City of Grand Junction



N



Date: 8/8/2019

1 inch = 200 feet

Packet Page 219

RESOLUTION NO. __-22

**A RESOLUTION AUTHORIZING THE LEASE OF CITY OWNED PROPERTY TO
1110 KIMBALL, LLC**

Recitals:

The City of Grand Junction is the owner of certain real property ("Property") in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

A certain parcel of land lying in Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, State of Colorado County of Mesa, City of Grand Junction, being a portion of City owned lands having as a Parcel Number 2945-231-00-945 and being more particularly described as follows:

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The City acquired the property (now known as "Park Property" or "the Park Property") which was formerly a uranium mill tail processing site, from the State of

Colorado Department of Public Health and Environment (“State”) by quit claim deed (“Deed”) following remediation of the site, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The City intends for certain areas of the Park Property to be redeveloped into business park uses and consistent with the public purposes of that intention, the voters authorized the City to lease certain land for such long-term uses. The Property has been previously leased to the former owners of the building at 1101 Kimball and now the new owners have petitioned the City for a similar use(s) on similar terms as the former lease for a short term with the possibility of a longer term lease to be negotiated after the expiration of the term of this lease.

The City has negotiated an agreement (Lease Agreement) with 1110 Kimball, LLC to lease the Property for the purpose of providing a short-term location for the construction and operation of certain activities in support of the reuse/redevelopment of 1101 Kimball. The City Council having been advised in the premises deems it necessary and appropriate that the City lease the Property in accordance with the lease agreement for those purposes.

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

The City Manager is hereby authorized and directed to sign the attached Lease Agreement with 1110 Kimball, LLC for the lease of the Property for a term commencing on July 15, 2022 and expiring October 15, 2022, subject to each and every term and condition contained in the Lease Agreement.

PASSED and ADOPTED this 6th day of July 2022.

Anna M. Stout
President of the Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: July 6, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Community Recreation Center Planning

RECOMMENDATION:

Staff recommends consideration of the Parks and Recreation Advisory Board recommendation for the location of the Community Recreation Center.

EXECUTIVE SUMMARY:

On June 13th, the City Council was updated on the Community Recreation Center (CRC) planning process, which began Workshop #1. Parks and Recreation Advisory Board (PRAB) Chairperson Bill Findlay reported back to City Council on its engagement with the selected CRC planning consultant, Barker Rinker Seacat (BRS) and Council discussed the goals for the workshop #1. This included 7 focus group meetings and 1 public forum.

Following those meetings, PRAB reviewed a significant amount of feedback, over 28 pages of public comments. PRAB held a special meeting on June 23rd to formulate a recommendation. As is detailed in the June 25th memo to City Council that includes a letter from Chairperson Bill Findlay, PRAB voted unanimously 8-0 to pursue a CRC at Matchett Park, option #1. This memo and enclosed letter from PRAB is included with this staff report.

BACKGROUND OR DETAILED INFORMATION:

The Parks, Recreation and Open Space (PROS) Master Plan has a Community Recreation Center (CRC) as the highest priority. City Council gave direction to study the opportunity by working with Professors from Colorado Mesa University (CMU) to conduct a statistically valid survey. Results from the survey indicated strong support for

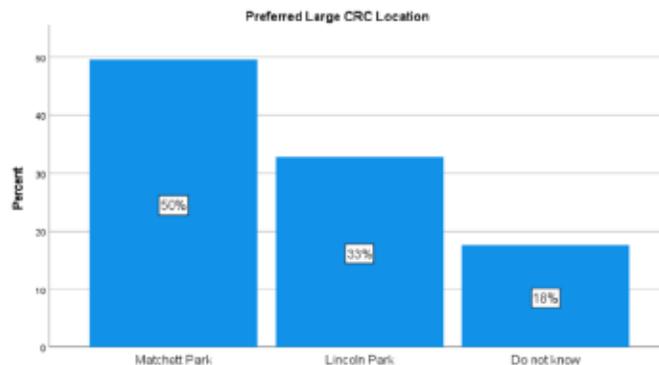
a CRC. Council then provided further direction to staff to assemble a potential proposal to bring a CRC to fruition, including engaging with a consultant to further refine the plan through public engagement. Barker Rinker Seacat Architecture (BRS) has been mobilized to facilitate a Community Recreation Center (CRC) study building off of previous studies and reforming plans.

At the July 6th City Council meeting, the results of CRC planning workshop #1 and the subsequent recommendation from the Parks and Recreation Advisory Board (PRAB) will be briefly summarized. The direction provided by City Council on July 6th will enable the continued evolution of the CRC plan. Following action that is requested at this City Council meeting, BRS will facilitate workshop #2, which is focused on deciding upon a building program. Several studies are being considered including the 2014 Matchett Park Master Plan, the 2018 Matchett Park Community Center Study, the 2021 Parks, Recreation and Open Space (PROS) Master Plan, the 2021 Lincoln Park Community Center Study, and most recently and most impactfully, the CRC Survey conducted by CMU in February 2022. Funding will also be discussed to help guide the creation of a ballot proposal. Workshop #2 will have a similar schedule as workshop #1 and will occur on July 18th and 19th. The final workshop, #3, is scheduled for September 19th and 20th and the CRC Preliminary Plan will be presented to the community.

The CRC Survey conducted by CMU in February 2022 provided clear direction and revealed a preference for Matchett Park.

Chart 6: Question CC6

(Regardless of your answer to the last question, if a large indoor Community Recreation Center was build including both indoor and outdoor pools, would you prefer that it be built on the footprint of the existing Lincoln Park-Moyer Outdoor Pool (the rest of the park and the golf course would be unaffected) or in Matchett Park at the center of the undeveloped site?)



This may be the most salient data point. As described in the attached memo and the letter from PRAB Chairperson Findlay, after due consideration and in-depth discussion, PRAB voted 8-0 to recommend Matchett Park as the site for the Community's first multi-purpose Community Recreation Center.

FISCAL IMPACT:

This agenda item has no fiscal impact at this time.

SUGGESTED MOTION:

I move to (approve/deny) the recommendation of the Parks and Recreation Advisory Board to continue the Community Recreation Center planning with the facility located at Matchett Park.

Attachments

1. CRC Planning Process workshop #1 with attachment 062522

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Ken Sherbenou, Parks & Recreation Director
DATE: June 25, 2022
SUBJECT: Community Rec. Center Workshop #1 Follow-Up and Orchard Mesa Pool Update

Last week, the Community Recreation Center (CRC) planning progressed with the completion of first of three workshops to be conducted this summer and fall. Over the course of June 13 and June 14, 7 focus groups and 1 community forum were held. Barker-Rinker-Seacat (BRS) facilitated the discussion. The full BRS presentation from the workshop is at gijcity.org. Building upon many years of previous surveys, focus groups, public meetings and driven directly by the recent statistically valid survey conducted by Professors from CMU, this CRC planning effort is now underway. Attendees at this first series of meetings were briefed on the history, provided the most recent data and then asked to provide input on three different site options.

Option 1: Community Recreation Center at Matchett Park

Option 2: Community Recreation Center at Lincoln Park on existing footprint of the Outdoor Pool

Option 3: Hybrid – Smaller Community Recreation Center at Matchett Park with modernization and renovation of the Lincoln Park-Moyer Pool.

The input on these three options, along with 28 pages of public comments compiled by BRS, was shared with members of the Parks and Recreation Advisory Board (PRAB). PRAB held another special meeting on June 23 to discuss the feedback. After lengthy deliberations, PRAB reached consensus, voting 8-0 to recommend pursuing option 1, a CRC at Matchett Park. Enclosed with this memo is a letter from Chairperson Dr. Bill Findlay explaining the process and the conclusion that was reached.

The next step in the process is to bring the site recommendation for final consideration to City Council, which is scheduled for the July 6 meeting.

After site selection is finalized, the building program in a potential CRC will be decided based on numerous surveys and feedback from the community regarding the most needed amenities. This CRC planning process is also well timed given the City Council direction to renovate the Orchard Mesa Pool. This CRC process dovetails well with the Orchard Mesa renovation, ensuring both facilities complement one another as much as possible.

The Orchard Mesa Pool renovation is progressing with the selection of the architect/engineer currently underway. A Request for Proposals (RFP) was issued on May 20. The Orchard Mesa Pool site visit was then held on the week of June 20. Six firms have expressed interest in the project and attended the non-mandatory site visit. These include the **Blythe Group**, **SGM**, **Bighorn Consulting**, **Rolland Consulting and Engineering** and **HCL Engineering**. Proposals are due July 12 and staff plans to bring the contract for the recommended firm to Council for consideration on September 7. Once an architect and engineer group are selected, design for the renovation will commence. City Council will also be engaged once the Architect and Engineer are on board as design for the renovation progresses. At about 30% design, a

Construction Manager/General Contractor will be hired for preconstruction services to ensure cost control while still achieving project goals. Supplemental appropriation for design services will be required and is planned to be proposed in the summer supplemental budget.

C: Department Directors

Attachment: Letter from PRAB Chair Dr. Bill Findlay

June 23, 2022

Grand Junction City Council
250 North 5th Street
Grand Junction CO, 81501

Dear Grand Junction City Council,

The Park and Rec Advisory Board (PRAB) held a special meeting yesterday with the express purpose of deciding upon a recommendation related to the best location for a Community Recreation Center (CRC) in Grand Junction. PRAB had met 6/14/22 and heard a presentation from the Barker Rinker Seacat (BRS) architectural firm. Some of us also attended an Open House at Lincoln Park Barn that evening. BRS sent us voluminous feedback from a range of Focus Groups and meetings from 6/13 and 6/14 for our review following the conclusion of the first of three workshops (workshop #1).

I was pleased that we had a strong quorum of 8 of 9 despite the short notice of this special meeting on 6/22. This does not include our Council Liaison Phil Pe'a and the alternate, Mayor Pro Tem Abe Herman, who were also both in attendance and actively engaged in the discussion. We first decided to narrow our choices from 3 down to 2, from (#1 Matchett Park only, #2 Lincoln Park only, and #3 Hybrid – a scaled down Matchett CRC and upgraded and enhanced Moyer Pool at Lincoln Park.) After robust discussion from committee and staff, we voted to eliminate #3, the Hybrid Option (although there was much support for still doing the Moyer Pool upgrade and enhancement in the next several years but not funded through the CRC ballot issue).

We then worked to choose between option #1 Matchett and option #2 Lincoln Park. And again, with robust discussion of many variables, including scale, access, expansion room, grant opportunities, future Matchett Park growth, electability, and public survey results, we ultimately moved and voted unanimously 8-0 to throw our support behind Matchett Park, option #1.

We realize that our role is advisory and the final decision resides with City Council. We are grateful for delegation of analyzing these critical junctions in the CRC planning and making direct recommendations to City Council. All members have taken our role as carved out by City Council with seriousness and commitment. We hope our toil in considering all input and available data points to reach a conclusion and consensus will give City Council confidence in our recommendations. As you make the final site decision, we believe our unanimous recommendation is well reasoned and reflective of supporting an outcome of eventual success. After making this important decision, we can all move onto the next phases of our work with Workshop #2 and #3 planned. We all look forward to the next steps in moving this CRC project forward.

Sincerely,



William Findlay, M.D. (retired)
PRAB Chairman



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: July 6, 2022
Presented By: Scott Peterson, Senior Planner
Department: Community Development
Submitted By: Scott Peterson, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340)

RECOMMENDATION:

The Planning Commission heard this item at its May 24, 2022 meeting and voted (4-0) to recommend denial of the request. Pursuant to Section 21.02.210(e) of the GJMC, an affirmative vote of five members of the City Council is required to approve a rezone recommended for denial by the Planning Commission.

EXECUTIVE SUMMARY:

The Applicant, Kettle Capital, LLC, is requesting a rezone from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for a parcel of land totaling 15.34-acres located at 2370 Broadway (Highway 340) in the Redlands in anticipation of future residential subdivision development. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low, if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated north of Broadway (Highway 340) and southwest of Scenic Elementary School and currently contains one (1) single-family detached home. The property was annexed into the City limits in 2005 as part of the Sycamore Creek Annexation No. 2 with an assigned zone district of R-2 (Residential – 2 du/ac). The applicant is seeking a change in zoning that implements the 2020 Grand Junction Comprehensive Plan and also in preparation for future residential subdivision development. The current City zoning for the property of R-2 (Residential - 2 du/ac) is not consistent with, nor implements, the adopted Comprehensive Plan designation of

Residential Low.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium-density detached and attached dwellings and multi-family in areas where large-lot development is discouraged and adequate public facilities and services are available. R-5 supports the Comprehensive Plan's principals of concentrating urban growth and reinforcing community centers. 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 3 – 5.5 dwelling units an acre (R-5 zone district). Understanding that the Comprehensive Plan designation of Residential Low adopted in 2020 promotes growth through infill, the future land use requires an excess of two (2) dwelling units per acre and a maximum of 5.5 dwelling units per acre through the use of allowable zone districts, such as the R-4 (Residential – 4 du/ac) or the R-5 (Residential – 5 du/ac) zone district. The current zone district of R-2 (Residential – 2 du/ac) does not implement this goal, as the maximum permitted density is two (2) dwelling units per acre. The R-4 (Residential – 4 du/ac) zone district allows a minimum density of two (2) dwelling units an acre while the proposed R-5 (Residential – 5 du/ac) zone district has a minimum density requirement of three (3) units per acre that aligns well with and implements the land use designation of Residential Low.

In addition to the R-5 (Residential – 5 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac):

- a. R-4 (Residential – 4 du/ac)
- b. CSR (Community Services and Recreation)

In reviewing the other zoning district options for implementing the Residential Low land use designation, the CSR zone district also allows single-family detached development but at a minimum of 1-dwelling unit per acre. Given the applicant's intent to build single-family residential homes, the R-4 or R-5 zone districts are the only zone districts able to implement the land use designation of Residential Low. The applicant has requested the R-5 zone district.

The existing properties adjacent to the subject property are all zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, with a future land use designation of Residential Low.

This area of the Redlands is anticipated to be changing in the coming years with the recent approval of the Redlands 360 Planned Development residential project located less than a mile from the applicant's property. With that proposed development, it could add over 1,700 +/- homes to the area over the next 25 years.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting via Zoom regarding the proposed rezone request was held on March 15, 2022, in accordance with Section 21.02.080(e) of the Zoning and Development Code. The applicant's representative and City staff were in attendance along with over 10 citizens. A presentation of the rezone request to R-5 was made by the applicant's representative. Those in attendance expressed concerns regarding traffic impacts to Broadway (Highway 340) and increased residential density in the area.

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 a new application sign on April 1, 2022. 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 on May 12, 2022. The notice of the Planning Commission public hearing was published May 17, 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 property is currently zoned R-2, (Residential – 2 du/ac). At the time of annexation of the property in 2005, the Residential Low category of the adopted 1996 Growth Plan had a maximum density of two (2) dwelling units an acre and therefore the property was zoned as appropriate, R-2 (Residential – 2 du/ac). While the property owner could still develop under the R-2 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 Low (.5 – 2 du/ac) under the then adopted 2010 Comprehensive Plan to Residential Low (2 – 5.5 du/ac). This change in land use densities now requires a minimum of two (2) dwelling units per acre to a maximum of 5.5 dwelling units per acre. Therefore, the current zoning of R-2 is not in compliance with the 2020 Future Land Use designation of Residential Low. Therefore, 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 residential adjacent properties surrounding the applicant's property are currently zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, which would be in compliance with the Comprehensive Plan Future Land Use map designation of Residential Low, if developed at that density. The applicant's property is requested to be rezoned to R-5 which would also be in compliance with the Residential Low designation of the Comprehensive Plan. The character of the area has not changed as no new residential subdivision development has taken place within the

near vicinity at this time. Therefore, staff finds that this criterion has not been met at this time.

(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 near or to the property and are sufficient to serve land uses associated with the proposed R-5 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-5 zone district. At this point, the Colorado Department of Transportation (CDOT) does not have any comments concerning the rezone, but at the time of subdivision development, an access permit for connection to Highway 340 and a traffic impact study will be required. The City Fire Department also expressed no concern with providing service for the additional density proposed by the rezone.

The property is also within two (2) miles of a medical clinic, retail sales areas and a grocery store. Scenic Elementary School is also adjacent to the property. Therefore, 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 within the Redlands in this area that is zoned R-5. 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 a half/acre lot to a maximum of two (2) dwelling units an acre under the 2010 Comprehensive Plan to a proposed residential density as allowed under the proposed R-5 zone district between 3 to 5.5 dwelling units an acre. The current zoning of R-2 is not in compliance with the existing Future Land Use designation. The 2020 Comprehensive Plan promotes infill development for existing parcels of land that wish to develop to allow for additional densities to aid in the avoidance of leapfrog and sprawl development. Therefore, 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-5 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 property currently contains one (1) single family house. By rezoning the property to R-5 which is in compliance with the 2020 Comprehensive Plan Future Land Use Map and developing at a minimum of three (3) dwelling units per acre, 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, adjacent to an existing elementary school and nearby commercial services along the Broadway/Highway 340 corridor that, should it develop, will be required to meet current code standards for such subdivision improvements and other on-site improvements. Therefore, 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-5 (Residential – 5 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 promote a compact pattern of growth...and encourage the efficient use of land.
 - o The proposed rezone will provide for a higher density of development as allowed under the Comprehensive Plan nestled into an existing area where infrastructure is near or already available to the site.

- Plan Principle 5: *Strong Neighborhoods and Housing Choices*
 - o Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - o The R-5 (Residential – 5 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 adjacent to Broadway/Highway 340 and is less than 2-miles to existing and future commercial business located along the Broadway/Highway 340 corridor. Scenic Elementary School is also located adjacent to the property, within walking distance of the property.

- 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 near or available on the site of the proposed rezone.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 2370 Broadway Rezone request from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for the property located at 2370 Broadway in the Redlands,

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.

The Planning Commission recommended denial of the rezone request to R-5 after concerns were expressed during the hearing by members of the neighborhood that the proposed request added too much density. The Planning Commission also expressed concerns that R-5 allowed for multi-family.

FISCAL IMPACT:

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

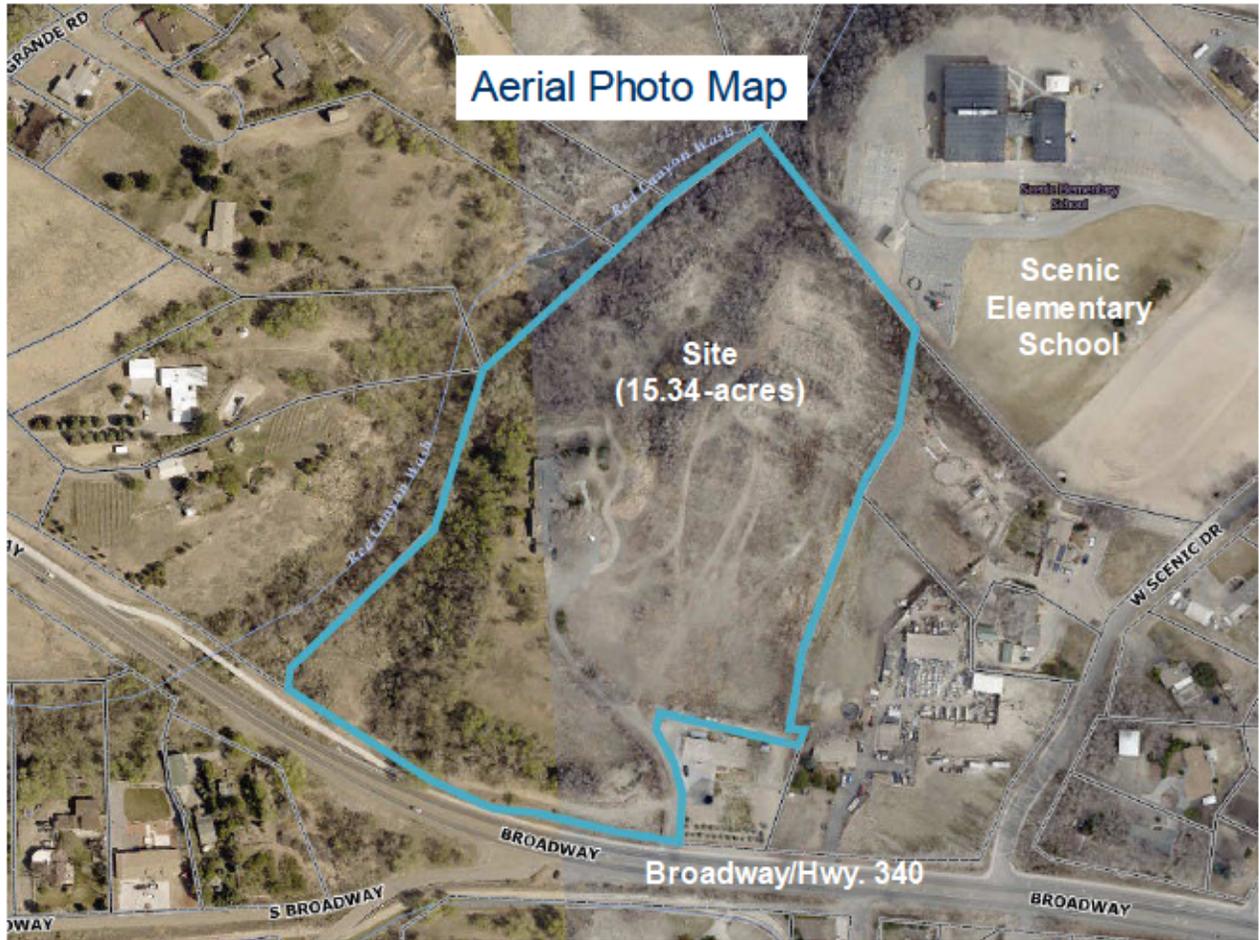
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5078, an ordinance rezoning 15.34-acres from R-2 (Residential - 2 du/ac) to R-5 (Residential - 5 du/ac) located at 2370 Broadway (Highway 340) in the Redlands on final passage and order final publication in pamphlet form.

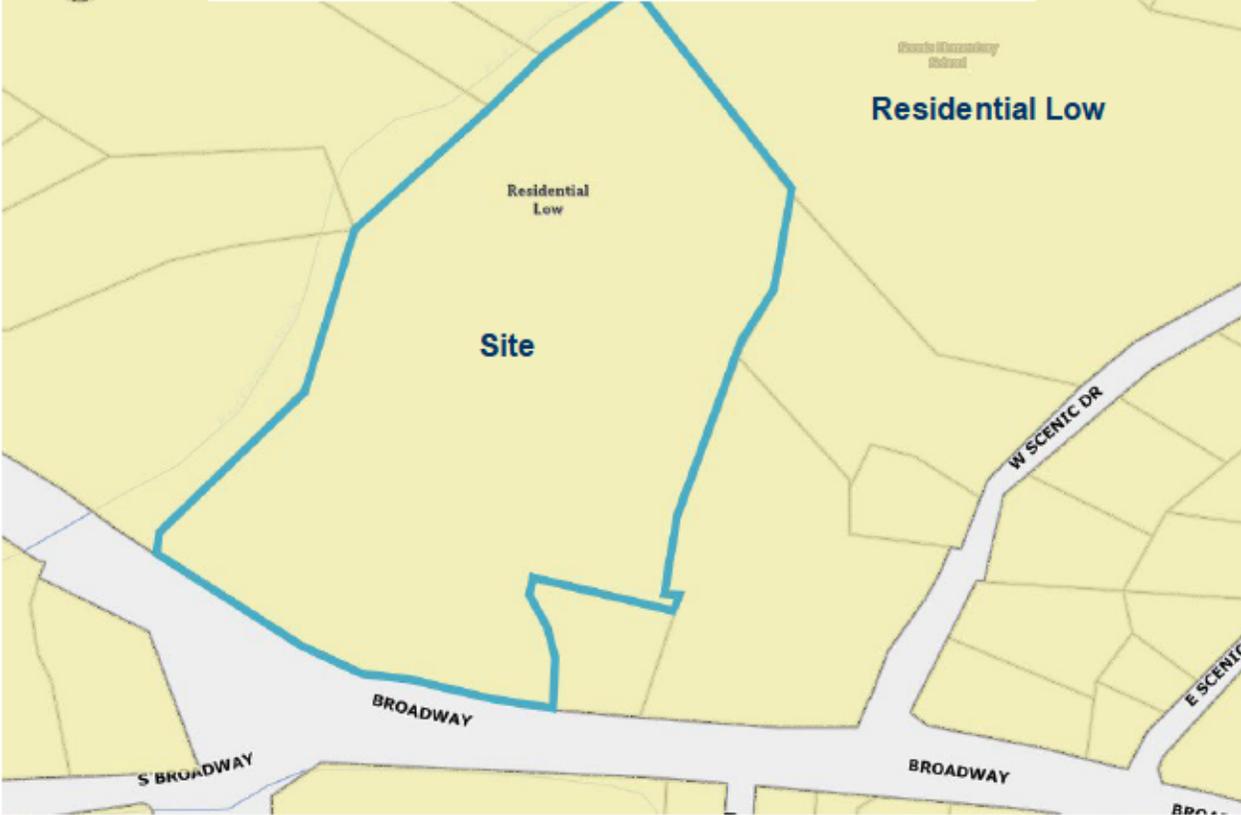
Attachments

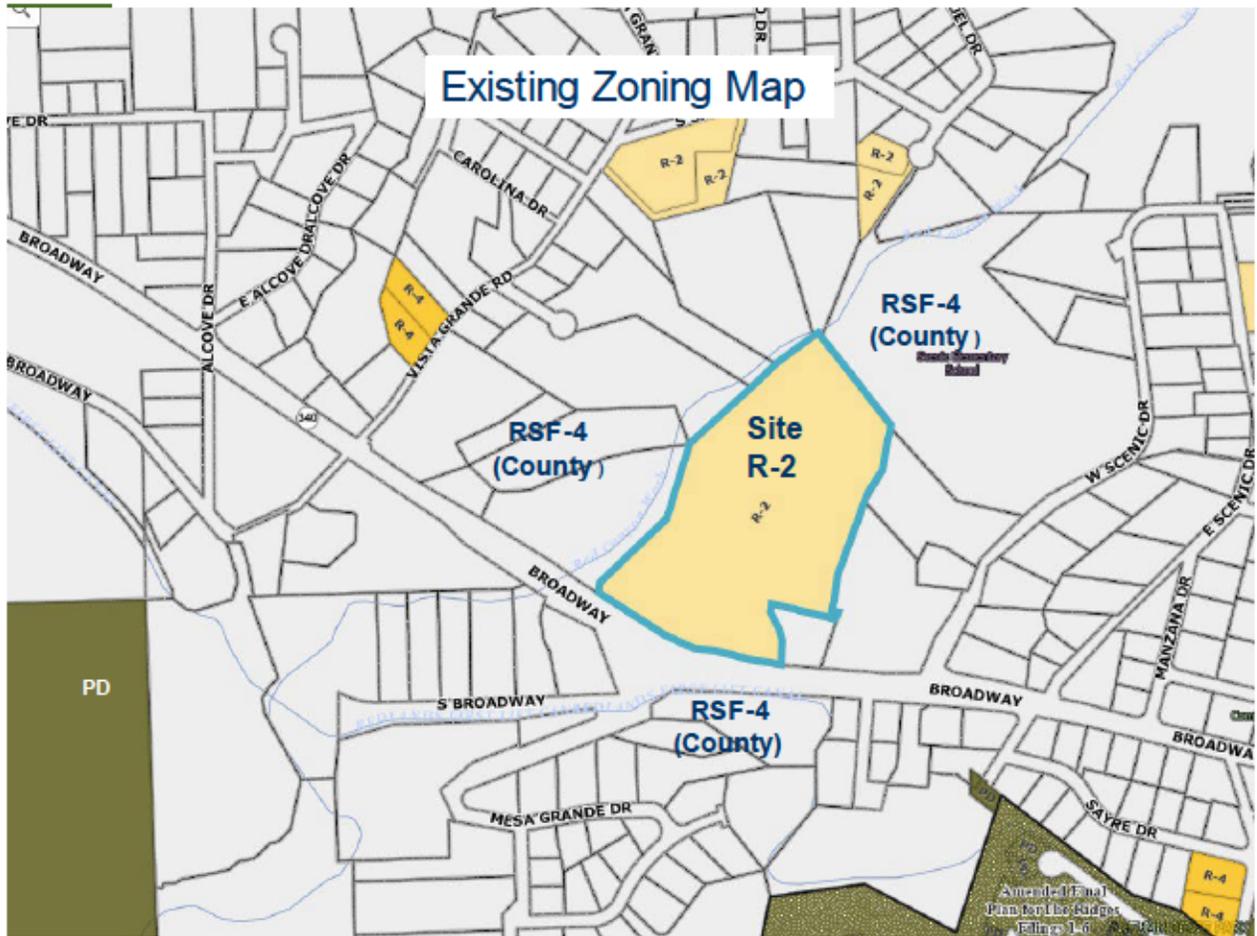
1. Site Location, Aerial & Zoning Map, Etc.
2. Development Application dated March 18, 2022
3. Correspondence Received from the Public
4. Planning Commission Minutes - 2022 - May 24 - Draft
5. ORD-2370 Broadway 060722





Comprehensive Plan Future Land Use Map







**Google Maps Street view of property from Broadway/Highway 340, looking north
– May 2021**

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 Low"/>	Existing Zoning <input type="text" value="R2"/>
Proposed Land Use Designation <input type="text" value="NA"/>	Proposed Zoning <input type="text" value="R5"/>

Property Information

Site Location: <input type="text" value="2370 Broadway, Grand Junction, CO 81507"/>	Site Acreage: <input type="text" value="15.59"/>
Site Tax No(s): <input type="text" value="2945-171-00-207"/>	Site Zoning: <input type="text" value="R2"/>
Project Description: <input type="text" value="Rezone to R5"/>	

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

Date

Signature of Legal Property Owner

Date



State Documentary Fee
 Date: February 25, 2022
 \$130.00

General Warranty Deed
 (Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**, whose street address is **2370 BROADWAY, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$1,300,000.00) ***One Million Three Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **2267 KINGSTON RD UNIT B, 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:

See attached "Exhibit A"

also known by street and number as: **2370 BROADWAY, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **February 11, 2022**.

HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019

By: Howard F. Holt
HOWARD F HOLT, TRUSTEE

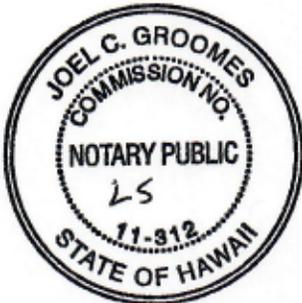
State of ~~Colorado~~ ^H **Hawaii**)
 County of ~~MESA~~ ^K **Kauai**)ss.
)

The foregoing instrument was acknowledged before me on this day of **February 11** th, 2022 by **HOWARD F HOLT AS TRUSTEE OF HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**

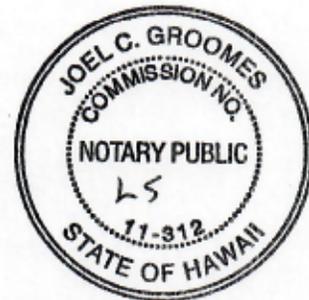
Witness my hand and official seal

My Commission expires: 10/16/2023

Joel C. Groomes
 Notary Public



Date: 2/11/2022 # Pages: 1
 Name: Joel C. Groomes 5th Circuit
 Doc. Description: General Warranty Deed
Joel C. Groomes
 Notary Signature
 NOTARY CERTIFICATION
 My Commission Expires: 10/16/2023



When recorded return to: **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**
2267 KINGSTON RD UNIT B, Grand Junction, CO 81507



Exhibit A

A TRACT OF LAND SITUATE IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT;
THENCE S74°05'11"E 1142.84 FEET TO A COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MARKER;
THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE
OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89;
THENCE ON SAID WESTERLY LINE N18°35'09"E 209.06 FEET TO THE POINT OF BEGINNING;
THENCE THE FOLLOWING COURSES:

1. N77°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET;
7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
9. THENCE N49°52'00"E 423.30 FEET;
10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
12. THENCE S41°23'00"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;
13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"W 154.83 FEET;
14. THENCE S31°40'52"W 106.35 FEET;
15. THENCE S20°39'30"W 17.06 FEET;
16. THENCE S20°19'28"W 290.98 FEET;
17. THENCE S09°15'33"W 128.27 FEET;
18. THENCE S81°15'27"E 23.40 FEET;
19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

COUNTY OF MESA, STATE OF COLORADO.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named: Kettle Capital LLC

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 2267 Kingston Road, Unit B, Grand Junction, CO 81507

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Matt Ketellapper, Managing Partner

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows): Not Limited

Other matters concerning the manner in which the entity deals with interests in real property: N/A

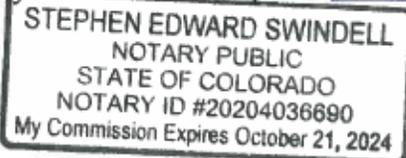
Executed this 18 day of ~~Feb~~ March, 2022
mk

[Signature]
Signature (Type or Print Name Below)
Matt Ketellapper

STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Matt Ketellapper (insert name of individual) as managing partner (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for Kettle Capital LLC (insert name of corporation or LLC).

Witness my hand and official seal.
My commissioner expires: 10/21/24 [Signature]
Notary Public



**Project Report
2370 Broadway Rezone**

Date: December 7, 2021

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEAI# F21-132

Submitted to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Type of Design: Rezone

Property Owner: Kettle Capital LLC
2267 Kingston Rd. Unit B
Grand Junction, CO 81507

Property Address: 2370 Broadway
Grand Junction, CO 81507

Tax Parcel No: 2945-171-00-207

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Project Intent

This application requests a rezone for 2370 Broadway in Grand Junction. The request is to rezone the subject property from the R2 zone district to the R5 zone district.



Figure 1 Subject Property

Project Description

The subject property includes 1 lot located at 2370 Broadway, just north of S Broadway and Broadway intersection. The subject property is shown in Error! Reference source not found. below and is approximately 15.5 acres.

Legal Description

The legal description of TPN # 2945-171-00-207 is:

BEG S 74DEG05'11SEC E 1142.84FT & S 84DEG48' E 2.48FT & N 18DEG35'09SEC E 209.06FT FR SW COR NE4 SEC 17 1S 1W N 77DEG57'16SEC W 240.55FT S 14DEG04'31SEC W 30.67FT ALG ARC OF CVE CENTRAL ANG 42DEG04'05SEC 159.48FT RADIUS 217.20FT S 16DEG16'12SEC E 155.92FT S 04DEG45'51SEC W 51.76FT ALG ARC OF CVE CENTRAL ANG 21DEG41'28SEC 707.95FT RADIUS 1870FT CHD BEARS N 69DEG48'25SEC W 703.73FT N 08DEG05' E 69.10FT N 44DEG58' E 341.30FT N 19DEG46' E 273.50FT N 49DEG52' E 423.30FT S 53DEG30'12SEC E 173.11FT S 37DEG50' E 384.60FT S 41DEG23' E 23.19FT S 09DEG36'02SEC W 154.83FT S 31DEG40'52SEC W 106.35FT S 20DEG39'30SEC W 17.06FT S 20DEG19'28SEC W 290.98FT S 09DEG15'33SEC W 128.27FT S 81DEG15'27SEC E 23.40FT S 18DEG35'09SEC W 23.08FT TO BEG EXC ROW AS DESC RECP NO 2144745 MESA CO RECDS & ALSO EXC RD ROW DESC AT RECPT NO 2768980 MESA CO RECDS.

Public Notice

On Tuesday, March 15, 2022, a Neighborhood Meeting was held via Zoom. A presentation of the rezone request was made by the owner's representative; information regarding the City's review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City's review process.

The meeting was well attended by approximately ten citizens and lasted for 35 minutes from 5:30-6:05. The following is a summary of the primary concerns and questions raised during the meeting:

- Length of the rezone process
- R5 vs the R4 zone and why R5 is being requested
- Density limit in the R4 and R5 zone and how that calculation is determined
- Opportunities for public comment and how to make public comments
- Concern about trespassing on surrounding properties from the new neighbors
- Traffic impacts on Broadway generated from new development
- Impacts on Scenic Elementary and the effect on the teacher to student ratio
- Concern about the impact of future development on existing access easements
- Question on whether the City is forcing the applicant to submit a rezone application
- Question on whether neighbors can prevent or stop the application from being submitted
- Discussion regarding whether any past projects have been shut down because they generated too much traffic

Public notice for this application will be provided in accordance with Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on all public rights-of-way.

Comprehensive Plan

The Comprehensive Plan's Future Land Use Map shows the subject property as Residential Low, as shown in Error! Reference source not found.. The applicant is requesting a rezone to the R5 zone district to implement the Residential Low future land use designation and prepare the property for development.

The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant

land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.

Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

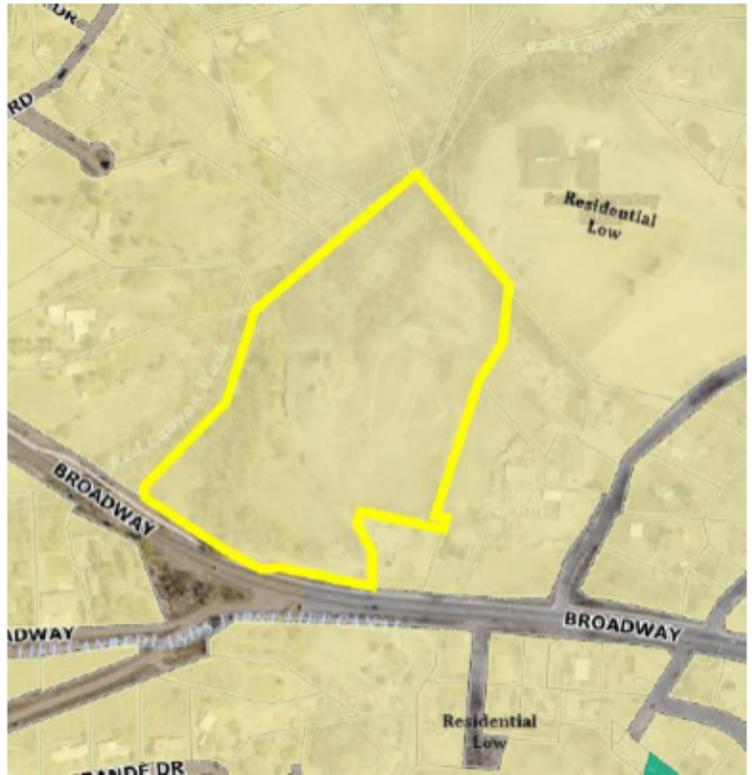


Figure 2 Future Land Use Map

Zoning and Surrounding Areas

The applicant requests a comprehensive plan amendment to change the future land use designation of the subject property from Rural Residential to Residential Low and a rezone from the current RR (Rural Residential, 1 du/5 ac) zone to the R4 (Residential, 2-4 du/ac) zone district. The rezone request is consistent with the 2020 Comprehensive Plan's Future Land Use Map classification of Residential Low.

Surrounding area zoning and land uses include:

- North – Mesa County – PUD with single-family residential land use
- South – Mesa County – RSF-2 with single-family residential land use
- West – Mesa County – RSF-2 with single-family residential land use
- East – R2 with single-family residential land use

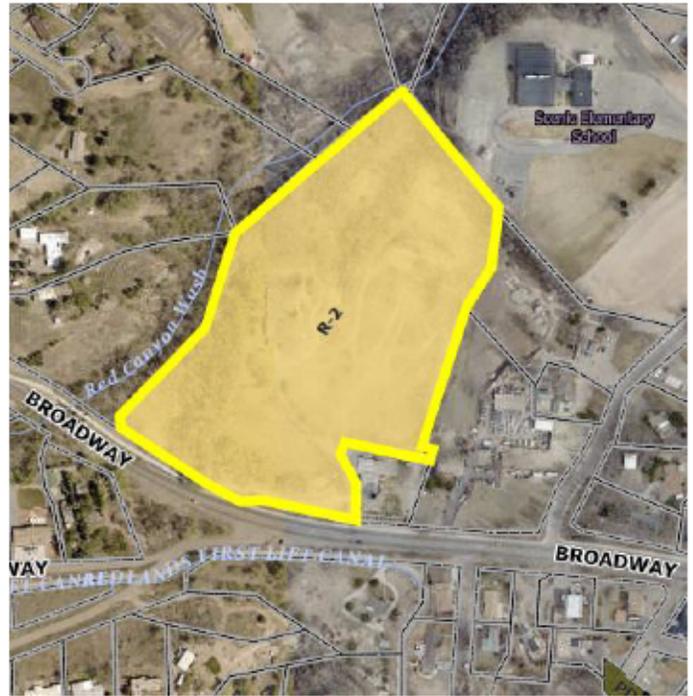


Figure 3 Existing and Surrounding Zoning

Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site.

Utility providers for the site are as follows:

- Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant
- Water: Ute Water Conservation District
- Drainage: Grand Valley Drainage District
- Electric: Xcel Energy
- Irrigation: Redlands Water and Power Company
- Cable: Spectrum

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

Drainage

The drainage and stormwater management will be addressed at the time of actual development of the site.

Wetlands and Floodplain

There are no known wetlands or floodplains associated with the subject property.

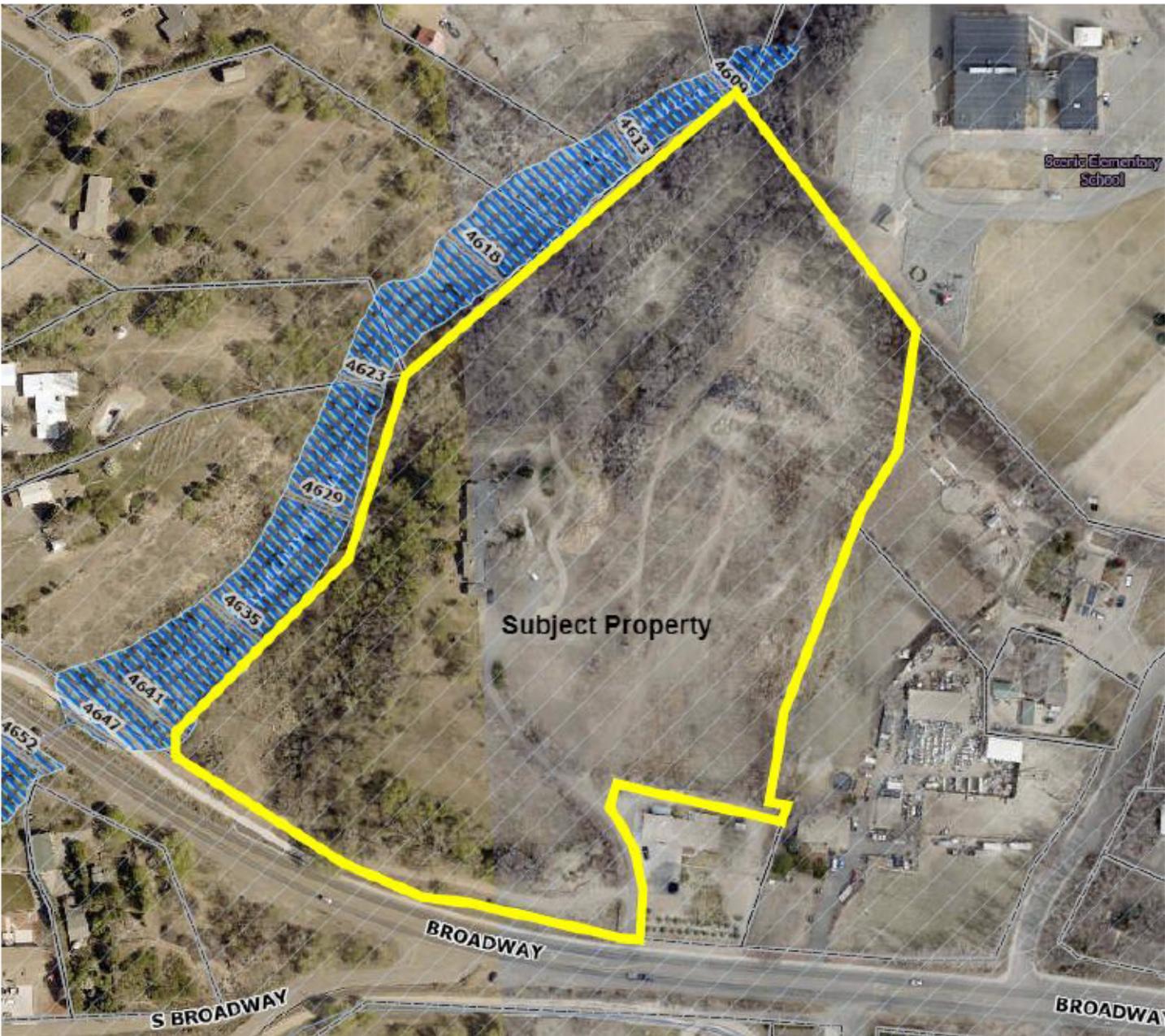


Figure 4 Wetlands and Floodplain Map

Approval Criteria

Section 21.02.140(a), Approval Criteria, states that 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

Response: Adoption of the 2020 Comprehensive Plan substantially increased the anticipated density of the area in response to the need for a variety of housing types in the community. The Plan recognizes the need for more efficient development that utilizes existing urban infrastructure. The land use classification of Residential Low is implemented by the R4 and R5 zone districts. In order to meet the anticipated density of the new 2020 Comprehensive Plan, it will be necessary to rezone the subject property. 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

Response: The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City and to increase density in areas with existing infrastructure for more efficient development. This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that seeks a variety of housing types, encourage infill and efficient development. This criterion has been met.

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

Response: There are public and community facilities to serve future development of the subject property. There is an existing sewer line in W Scenic Dr and a sewer line on the southern boundary of neighboring Scenic Elementary School that is located in an easement dedicated to the City of Grand Junction. Medical, educational, retail sales, grocery stores, and personal services are all within 1-2 miles of the site. 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

Response: The city is in need of additional residential development if it is to meet the needs of its growing population. City sewer is already installed in S Broadway making this property a ready and viable option for future development, as opposed to extending sewer to other vacant properties within the Urban Development Boundary.

This criterion has been met.

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

Response: Rezoning the property to R-5 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan. The Redlands community will benefit from this change in zoning to R5 by increasing undeveloped land to potential R-5 densities as the area continues to

attract residential development at densities needing existing sanitary sewer and city services. The community will derive benefits from the request as it will enable future residential development to occur. This criterion has been met.

Development Schedule

There is no planned development for this property. However, a development schedule for the subject property will be included with a development application at the time of development.

Conclusion

After demonstrating how the proposed comprehensive plan amendment and rezone request from the R2 to R5 zone district meets the goals and policies of the 2020 Comprehensive Plan and the approval criteria of the Zoning and Development Code, the applicant respectfully requests approval of the request to rezone to the R5 zone district.

Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

Neighborhood Meeting Notes

On Tuesday, March 15, 2022, a Neighborhood Meeting was held via Zoom. A presentation of the rezone request was made by the owner's representative; information regarding the City's review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City's review process.

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A TRACT OF LAND SITUATE IN THEE OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S74°05'11"E 1142.84 FEET TO A COLORADO Department OF TRANSPORTATION RIGHT OF WAY MARKER;

THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA CQUI\ITY DEPOSIT OF SURVEY NO. 31&89;

THENCE ON SAID WESTERLV LINE N18°35'09"E 209.06 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES:

1. Nn°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET; 7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
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10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
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COUNTY OF MESA, STATE OF COLORADO.

City of Grand Junction Review Comments

Date: May 9, 2022 **Comment Round No.** 1 **Page No.** 1 of 4
Project Name: 2370 Broadway Rezone **File No:** RZN-2022-212
Project Location: 2370 Broadway

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

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

Representative(s): Vortex Engineering Inc. – Attn: Adam Asgari
 Mailing Address: 861 Rood Avenue, Grand Junction, CO 81501
 Email: aasgari@vortexeng.us **Telephone:** (970) 245-9051
 Date Picked Up: _____ **Signature:** _____

Developer(s): Kettle Capital LLC – Attn: Matt Ketellapper
 Mailing Address: 2267 Kingston Road, Unit B, Grand Junction, CO 81507
 Email: mket@outlook.com **Telephone:**
 Date Picked Up: _____ **Signature:** _____

CITY CONTACTS

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

City of Grand Junction REQUIREMENTS (with appropriate Code citations)

CITY PLANNING

1. Application is for a Rezone from R-2 (Residential – 2 du/ac) to R-5 (Residential – 5 du/ac) in anticipation of future residential subdivision development. Existing property is 15.59 +/- acres in size. Comprehensive Plan Future Land Use Map identifies the property as Residential Low. The proposed R-5 (Residential – 5 du/c) Zone District is an applicable zone district within the Residential Low category. No additional response required.

Applicant's Response:
Document Reference:

2. Public Correspondence Received:

As of this date, City Project Manager has received two (2) emails from the public concerning the proposed rezone application which are attached for your 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: May 24, 2022.
- b. First Reading of request by City Council: June 15, 2022.
- c. Second Reading of request by City Council: July 6, 2022.

Please plan on attending the May 24th Planning Commission meeting and the July 6th City Council Meeting. The June 15th 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 May 24th and July 6th 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 DEVELOPMENT ENGINEER

No Comment.

Applicant's Response:

Document Reference:

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

Reviewed Legal description for rezone. Checked Warranty deed (Rec 3021371) against the available deposit survey – no obvious issues found. Checked provided legal description in word document against the Warranty deed. A handful of typos were found - See markup.

I did not do a thorough check/deep dive on the boundary as this check was for a rezone only.

Applicant's Response:

Document Reference:

CITY FIRE DEPARTMENT – Rusty Ratzloff – rustyr@gjcity.org (970) 549-5854

The Grand Junction Fire Department has no objection to the proposed rezone of 2370 Broadway from R-2 to R-5. All fire code concerns and requirements will be assessed and addressed during the future site plan submittal and review process. Contact FPS Rusty Ratzloff at (970) 549-5854 with questions.

Applicant's Response:

Document Reference:

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Xcel Energy

Contact Name: Mike Castro

Email / Telephone Number: Michael.a.castro@xcelenergy.com (970) 244-2715

Xcel has no comments at this time.

Applicant's Response:

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

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

- No objection.
- 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 Agency: Colorado Department of Transportation (CDOT)

Contact Name: Kandis Aggen

Email / Telephone Number: kandis.aggen@state.co.us (970) 683-6271

CDOT does not have any comments about the re-zoning. The developer will need to coordinate with CDOT regarding an access permit and traffic study for the development.

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."

1. N/A.

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

1. Mesa County Valley School District #51

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

5-11-22

A TRACT OF LAND SITUATE IN THEE OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COUNTY OF MESA, STATE OF COLORADO.

From: [Hope Iden](#)
To: [Scott Peterson](#)
Subject: Rezoning at 2370 Broadway
Date: Monday, April 18, 2022 7:41:23 PM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Scott,

As per your request from the online meeting on March 15, 2022 about the proposed rezoning of 2370 Broadway asking for our comments and concerns.

As an adjoining neighbor and property owner to this property we are against the rezoning from R-2 to R-5. We would like the parcel to be left as R-2 as the 10+- properties adjoining this parcel are all small acreages. We would like to see the development of this parcel be of similar lot size as surrounding properties to be compatible with the existing neighborhood.

Traffic is another big concern as there are times during the day where crossing Broadway is challenging and dangerous . Adding 3 to 5.5 units per acre at this location would only make it more challenging and dangerous. Then we add the school and all the school zone traffic and that complicates the situation more. When traveling along Broadway/340 there is a bend in the road as well as a hill along this parcel that will make visibility in both directions difficult at best when entering and exiting this parcel.

One of the reasons we purchased our property was the rural atmosphere and the abundant wildlife in the area. This wildlife we see pass through the property in question traveling to and from our property. Dividing this property into small acreages will help with the adverse affects that this subdivision will cause. How does the City of Grand Junction's Comprehensive Plan address these wildlife issues?

We would like to know why this property rezoning was turned down previously. Any light you can shed on that would be appreciated or where I could find this information.

We appreciate your time and consideration to our concerns.

Sincerely,
Brian and Hope Iden
Brian-970-433-6333

From: tedpierce24@tds.net
To: [Scott Peterson](#)
Subject: 2370 Broadway subdivision
Date: Tuesday, April 19, 2022 4:49:34 PM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Too whom it may concern: I am writing this letter to protest the proposed R5 redistricting of the proposed 2370 Broadway subdivision. This is is absolutely ludicrous to put that many buildings, that many units, three story buildings, and that many people in this small area. The engineering firm and the city is allowing them to base this on 15.5 acres which is the total acres but not the total usable acres. There might be 11/12 actual acres and you take infrastructure roads out of that you might have 10 acres at best to build 80 buildings with 3 units per building, 3 story's tall, which equates to 240 different family dwellings. This should either stay at R2 and at very worse R4 or less. They should be limited to one story single family dwellings only.

Thank you,
Ted and Barbara Pierce
2372 Broadway
Grand Junction Colorado
81507

From: [Julie Mathias](#)
To: [Scott Peterson](#)
Subject: RZN-2022-2370 Broadway Rezone Nightmare
Date: Monday, May 23, 2022 10:41:11 AM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Dear Mr. Peterson – Seems “progress” has come full throttle to Grand Junction, turning our quaint community into a burgeoning mixed bag of people and problems. We are a small town with big city issues. I hope those that make these decisions has our community’s best interest at heart, that is to retain the “why” people move here and stay in the first place.

My property adjoins the 15 acres slated for the 80+ apartments off Broadway. Of course this is very upsetting when you purchase your land thinking the view wouldn’t change. Huh! City planners have another idea.

The wild life and vegetation will be decimated. We have enjoyed the many deer that frequent the draw behind our house but will have their grounds diminished and the hawks that keep our fields clear of rodents will have their nesting trees eliminated. Too many people in a concentrated area will drive away the reason why we chose this home. People bring more people and some have negative intentions such as camping in our draw, vandalizing our homes and littering.

Now let’s talk about the traffic on Broadway, coming off of Vista Grand Road at the top of the hill will be a nightmare to cross to the left, coupled with the school speed limits and the 160 plus cars this apartment complex will no doubt will bring. Ugh! And the noise from all those cars, the trash pick-up and just people noise! We live on acreage for solitude and separation. Throw in another thousand homes toward South Camp. Ugh! What’s the plan to deal with this growth?

The green card that I received is misleading. It states that the zoning has been petitioned to change from R-2 to R-5. Is it 5 houses per acre or 5 apartment buildings per acre? I would like some clarification on this.

Our friend, Scott McGinnis has explained that we have little chance to change the direction of this rezoning but this is our opportunity to make suggestions to reduce the impact of those buildings on our view. I hope he is right. And yes, I’m thinking of selling and moving my dollars to another town that no one cares about.

Thanks for listening and I can only image your job has nightmare days too.

*Julie Mathias MT (ASCP)
Cell 970.319.8934
140 Vista Grand Dr, GJ 81507*

From: [stankiser55](#)
To: [Scott Peterson](#)
Subject: 2370 Broadway rezone
Date: Monday, May 23, 2022 3:16:13 PM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Scott, you hopefully remember me from the annexation and development of 136 Vista Grande dr.. my family and I are not in favor of changing the zoning to R5. The site is right across the draw from our property. The reasons are the same as you have heard from many. R2 (or R4) was ok for the development of my property and should be the max density for this property.

R2/R4 is not urban sprawl. It's what was planned when adjacent landowners bought their properties and there's is no good reason it should change. The rights of adjacent landowners should be respected.

Please pass our position on to the planning commission and thanks for your time.

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

GRAND JUNCTION PLANNING COMMISSION
May 24, 2022, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:32 p.m. by Vice Chair Ken Scissors

Those present were Planning Commissioners; Ken Scissors, Sandra Weckerly, George Gatseos, and Shanon Secrest.

Also present were Jamie Beard (City Attorney), Felix Landry (Planning Supervisor), Tamra Allen (Community Development Director), Scott Peterson (Senior Planner), Nicole Galehouse (Senior Planner), and Kalli Savvas (Planning Technician).

There were members 13 of the public in attendance, and 6 virtually.

CONSENT AGENDA

1. **Approval of Minutes**

Minutes of Previous Meeting(s) from May 10, 2022.

REGULAR AGENDA

1. **2370 Broadway Rezone**

Staff Presentation

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

Applicant Presentation

Applicant Steven Swindell was present and available for questions.

Questions for staff or applicant

Commissioner Weckerly asked if apartment style units are allowed.

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, May 17, 2022, via www.GJSpeaks.org.

1. *Dan sellers, who has a property adjacent asked if the property was in the county or city. He also asked if the council knew about the Presigo agreement. Dan also stated that he did not have adequate input in the 2020 comprehensive plan due to the pandemic. He stated he cannot subdivide his property to his family in the county without annexation due to the Presigo wash agreement. He stated that county residents were not informed of the 2020 Comprehensive plan.*

He stated that no landowners in the area agree with the R-5 zoning change.

- 2. Julie Mathas a neighbor stated that the reason she moved to the area was because it was less dense. She stated that the property would be much better suited staying as a R-2. She is concerned about where the local wildlife that lives on the property and where they will relocate to. She also asked how many lots are intended to go into the lot.*
- 3. Ted Pircee lives in the property directly in front of parcel, he stated that much of the lot is undevelopable and would result in putting 80 homes on 10 acres. He asked if they could have three units per dwelling. He stated that it is an increase of 160 vehicles impacting traffic. He stated that the property needs to stay R-2 since it is surrounded by all R-2 county.*
- 4. Jeff Geiger, adjacent property owner stated that there is too much traffic on the road without a stoplight. He asked what the count of cars in through the property and when enough is enough. He stated that R-2 is the best zoning. He wants to know how traffic from this subdivision is going to impact the intersection/340.*
- 5. Keith Schenkelberg adjacent property owner asked if anyone had visited the property, since there is a 70ft wash that runs through the site. He stated that he moved out to his property in the county because it is rural. He asked why that property was annexed. He stated the public should be able to ask questions and should be able to receive answers. He does not want an apartment building or bright lights.*
- 6. Bonnie Geiger stated she has not heard any answers to questions that have been raised. She stated that traffic studies will be done after the decision of rezoning has already taken place. She stated there has been no studies on the wildlife impact or traffic. She stated we do not have a definitive answer on how many homes are being planned. She stated that she lives in a rural area and when individuals from larger cities come with their own agenda. She would like us to be reasonable in the decisions we make that impact the land around us.*
- 7. Sara Woods, virtual attendee, who lives west of the property. Is concerned about her children education because the adjacent schools can not handle the influx of students. She stated that she moved to a rural area to avoid the city. She opposes the rezone. She also stated that there is a wash that runs in the property which has wetlands and work would disturb it. She asked to confirm that there would be erosion control. The development will affect wildlife. She wants to know how trespassing will be avoided on her property with 80 units going in.*
- 8. Brian Iden, virtually attendee, adjacent property owner stated he bought his property to stay rural. He is against the R-5 density. He does not think three story is a good fit for this area. There is too much traffic on Broadway. The topography of the subdivision is not ideal for traffic entering and exiting. He would like to stay R-2.*

The public hearing was closed at 6:42 p.m. on May 24, 2022.

Discussion

Applicant made responses to comments.

Commissioners Ken Scissors, Sandra Weckerly, George Gatseos, and Shanon Secrest discussed the rezone.

Motion and Vote

Commissioner Gatseos made the following motion Chairman, on the Rezone request for the 2370 Broadway Rezone for the property located at 2370 Broadway in the Redlands, City file number RZN-2022-212, I move that the Planning Commission forward a recommendation of denial of the R-5 zone to City Council with the findings of fact as listed in the staff report.

Commissioner Weckerly seconded; motion denied 0-4.

2. SBA Telecommunication Tower CUP-2022-266

Consider a request by SBA Network Services, LLC for a Conditional Use Permit for a 100 foot Concealed Cell Tower (Telecommunication Facility) on 12.4 acres at 542 28 ¼ Road.

Staff Presentation

Nicole Galehouse, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff

Public Hearing

The public hearing was opened at 5:00 p.m. on Tuesday, May 17, 2022, via www.GJSpeaks.org.

1. *Diane Colle made a comment about the health risks.*
2. *Roy High made a comment about the health risks.*
3. *Elizabeth High made a comment*

The public hearing was closed at 7:39 p.m. on May 24, 2022.

Discussion

Commissioner Weckerly asked about the health issues associated with cell towers. Applicant responded.

Motion and Vote

Commissioner Secrest made the following motion on the request to approve a Conditional Use Permit (CUP) for a 100 ft. tall, concealed telecommunication tower facility on 12.4 acres as presented in file CUP-2022-266, I move that the Planning Commission approve the Conditional Use Permit with the findings of fact, conclusions and conditions listed in the staff report.

Commissioner Weckerly seconded motion passed 4-0.

3. Other Business

4. **Adjournment**

Commissioner Secret moved to adjourn the meeting; Weckerly seconded.
The vote to adjourn was 4-0.

The meeting adjourned at 8:35 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY LOCATED AT 2370 BROADWAY
FROM R-2 (RESIDENTIAL – 2 DU/AC) TO R-5 (RESIDENTIAL – 5 DU/AC)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction City Council determined that the the property located at 2370 Broadway be rezoned to the R-5 (Residential – 5 du/ac) zone district, finding that the zoning is consistent with the Code, it conforms to and is consistent with the Future Land Use Map designation of Residential Low 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-5 (Residential – 5 du/ac) zone district is in conformance with at least one of the stated criteria of §21.02.140 of the Code.

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

The property lo ed at 2370 Broadway and described as follows is and shall be rezoned from R-2 (Residential – 2 du/ac) to R-5 (Residential – 5 du/ac)

A TRACT OF LAND LOCATED IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S73°00'12"E 1142.92 FEET TO A PK NAIL AND TAG, PLS # 24953; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340, S84°07'13"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89; THENCE ALONG SAID WESTERLY LINE N19°40'08"E 209.06 FEET TO THE POINT OF BEGINNING;

THENCE N76°52'17"W 240.55 FEET;

THENCE S14°54'01"W 30.60 FEET;

THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 42°07'17", ARC LENGTH OF 159.42 FEET, A RADIUS OF 216.85 FEET, A CHORD BEARING OF S15°09'15"E, A CHORD DISTANCE OF 155.85 FEET;

THENCE S05°55'09"W 51.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340;

THENCE ALONG SAID HIGHWAY RIGHT OF WAY THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°32'41", ARC LENGTH OF 442.07 FEET, A RADIUS OF 1870.00 FEET, A CHORD BEARING OF N72°47'50"W, A CHORD DISTANCE OF 441.04 FEET;

THENCE ALONG SAID NORTHERLY HIGHWAY RIGHT OF WAY N55°46'25"W 277.48 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N09°09'59"E 37.54 FEET;

THENCE N46°02'59"E 341.30 FEET;

THENCE N20°50'59"E 273.50 FEET;

THENCE N50°56'59"E 423.30 FEET;

THENCE N54°35'11"E 173.11 FEET;

THENCE S36°45'01"E 384.60 FEET;

THENCE S40°18'01"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;

THENCE CONTINUING ON SAID WESTERLY MAP LINE S10°41'01"W 154.83 FEET;

THENCE S32°45'51"W 106.35 FEET;

THENCE S21°44'29"W 17.06 FEET;

THENCE S21°24'27"W 290.98 FEET;

THENCE S10°20'32"W 128.27 FEET;

THENCE S80°10'28"E 23.40 FEET;

THENCE S19°39'24"W 23.09 FEET TO THE BEGINNING;

CONTAINING APPROXIMATELY 15.34 ACRES.

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:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: July 6, 2022
Presented By: Jace Hochwalt, Senior Planner
Department: Community Development
Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning Approximately 8.27 Acres from I-O (Industrial Office) to C-1 (Light Commercial), Located at the Northeast Corner of Horizon Drive and Hilaria Avenue

RECOMMENDATION:

Planning Commission heard this request at its June 14, 2022 meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

Three property owners, EN-SIM Partnership LLC, Oxford Select Investors – Grand Junction LLC, and Mesa Junction, LTD, are requesting the rezone of three parcels totaling approximately 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) located at the northeast corner of Horizon Drive and Hilaria Avenue. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises three parcels totaling 8.27 acres, situated at the northeast corner of Horizon Drive and Hilaria Avenue. Two parcels are addressed (2805 Printers Way and 768 Hilaria Avenue), while one parcel is not currently addressed but sits at the southwest corner of Horizon Drive and H Road roundabout. The subject site has sat vacant for several decades and was annexed into the Grand Junction city limits in 1981 as part of the Currier Annexation. The site has a current zoning designation of I-O (Industrial-Office) which allows for a variety of light industrial, commercial/office, and institutional uses. Notably, the I-O zone district does not allow

for multi-family residential uses. The site is also situated within the Horizon Drive District Overlay. The purpose of the Horizon Drive Zone District Overlay is to provide a consistent level of architectural character, quality and aesthetics of the Horizon Drive area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation.

The 2020 Comprehensive Plan identifies the site as having a Commercial land use designation, which is slightly different from the 2010 Comprehensive Plan Future Land Use Designation of Business Park Mixed Use. The characteristics of the Commercial Land Use designation in the 2020 Comprehensive Plan were to provide for concentrated areas of retail, services, and employment located near areas along major local, state, and interstate roadways. Given the subject location along a minor arterial located one block south of the Grand Junction Regional Airport, two blocks north of the Interstate 70 Interchange, and within close proximity to existing commercial uses, the Commercial designation was an appropriate designation for the site given the elimination of the Business Park Mixed Use designation from the 2010 Comprehensive Plan.

The site is situated at the northeast corner of the Horizon Drive and Hilaria Avenue intersection and surrounded by several different uses. Adjacent to the north is the Bureau of Land Management Grand Junction Field Office, followed by a multi-tenant office/industrial facility. To the south are office buildings and hotels. To the north and east is the Grand Junction Regional Airport, and to the west are hotels, including the Residence Inn and Courtyard by Marriott. Adjacent zoning to the north and west is I-O (Industrial Office), while zoning to the south is C-1 (Light Commercial), and zoning to the east is PAD (Aeronautical zoning for the airport).

While no development is currently proposed for the site, if the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Site Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on March 15, 2022 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant team and City staff were present, as well as three members of the public. The rezone request was discussed with attendees, and questions regarding proposed uses came up. There was also discussion about the City process moving forward. No objections were expressed at the meeting related to the rezone.

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 April 14, 2022. 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 June 3, 2022. The notice of the Planning Commission

public hearing was published on June 7, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The Comprehensive Plan Land Use Map identifies the subject property as Commercial. Both the Applicant's proposed zoning of C-1, as well as the existing zoning of I-O implement the Land Use Designation of Commercial per the 2020 Comprehensive Plan. While the 2020 Comprehensive Plan Land Use designation of the property did change from the prior 2010 Comprehensive Plan (going from Business Park Mixed Use to Commercial), the change was spurred by a consolidation and simplification of Land Use designations (which included the elimination of the Business Park Mixed Use designation), and not necessarily a change in the character of the area or other factors that would warrant a change in the Land Use designation. In conclusion, staff finds this criterion has not been met.

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

As previously indicated, the subject site has remained vacant for several decades. There is still a sizable amount of vacant or underdeveloped land in the surrounding area, albeit some of the vacant land does have some topographical challenges. New development has been fairly limited in the area immediately adjacent to the subject site with the exception of the Grand Junction Soccer Club facility and a multi-unit mini-storage facility, both of which are adjacent to the northwest and constructed in 2018. The proposed C-1 zoning district is less restrictive than the current I-O zone district, particularly as it pertains to retail and residential uses. However, staff has determined that it is premature to conclude that the character of the area has changed in such a way that warrants a zoning change. As such, 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 an urbanized area in the northern portion of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The type and scope of land-use allowed within the C-1 zone district is similar in character and extent to the existing land-use of many nearby properties, which include hotels, offices, gas stations, and restaurants. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Additionally, multi-modal access to the site is sufficient, with multiple bus stops within close proximity of the

subject site. The application packet was sent out to applicable utility companies for this rezone proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

The subject site has a I-O zoning designation, which allows for a variety of industrial, office, and institutional uses. The current I-O zone district accounts for approximately 1.9% of City zoned land, whereas the C-1 zone district accounts for approximately 5.6% of City zoned land. While the site has been vacant for several decades, staff believe that there is land throughout the City available to accommodate the diversity of uses allowed within the C-1 zone district. Based on these considerations, staff finds that this criterion has not been met.

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

The site is well served by transportation infrastructure, utilities, and other community facilities, and is within close proximity to commercial and employment centers. In addition, a designation of C-1 would allow for additional commercial and residential uses not allowed within the current I-O zone district. The community and area will benefit from the potential for development of vacant parcels of underutilized land with excellent accessibility and exposure, being located along a Minor Arterial (Horizon Drive) and within half a mile of the Interstate 70 interchange and the Grand Junction Regional Airport. As such, staff finds this criterion has been met.

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

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority).

Periodically consider necessary updates to the Tiers.

- i. Tier 1: Urban Infill
- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

Plan Principle 3.6.b. Mix of Uses - Support the creation of a mix of uses, as in neighborhood centers and along prominent corridors that reflect the needs of adjoining residents and the characteristics of individual neighborhoods, including, but not limited to retail, office, entertainment, schools, libraries, parks, recreation amenities, transit facilities, and other amenities.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Landing on Horizon rezone request, RZN-2022-228, rezoning three parcels totaling 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) for the property located at the northeast corner of Horizon Drive and Hilaria Avenue, the following findings of fact have been made:

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

Therefore, Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5079, an ordinance rezoning 8.27 acres located at the northeast corner of Horizon Drive and Hilaria Avenue from I-O (Industrial Office) to C-1 (Light Commercial) on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Neighborhood Meeting Notes
3. Exhibit 3 - Maps and Exhibits
4. 2022.07.01 Landing on Horizon
5. ORD-Hilara rezone 060722



Landing on Horizon

Rezone

**2805 Printers Way, 768 Hilaria Ave
& parcel #2705-312-03-002 Grand Junction, CO 81506.
03-29-2022**

General Project Report

A. Project Description

1. 2805 Printers Way, 768 Hilaria Ave & parcel #2705-312-03-002 Grand Junction, CO 81506.
2. 1.99 acres; 3.00 acres; and 3.28 acres = 8.27 acres
3. The applicant is proposing to Rezone the three parcels stated above from I-O (Industrial Office) to (C-1) Light Commercial. Anthony Properties is the applicant and developer. The applicant is pursuing a rezone intending to then submit a site plan review for multi-family apartments.

B. Public Benefit

- the development of property adjacent to existing City services;
- the creation of developable lots;
- the development of vacant land within the City.

C. Neighborhood Meeting

A Neighborhood Meeting was held on Tuesday, March 15, 2022. The Neighborhood Meeting was held virtually, via Zoom. Neighborhood Meeting Notes are attached to the submittal package.

D. Project Compliance, Compatibility, and Impact

1. Adopted Plans and/or Policies

The 2020 Comprehensive Plan supports Commercial

2. Surrounding Land Use

To the north is Government Services zoned (I-O); to the south schools/education and Government Services zoned (C-1); to the west is Vacant Land & Hotel/Motels zoned (I-O) and to the east is the airport designated as transportation and zoned (PAD).

3. Site Access and Traffic

Currently, there are no constructed accesses to the three parcels. There will be two proposed accesses. One access on Printers Way and one access on Horizon Drive.

4 & 5. Availability of Utilities and Unusual Demands

- Sanitary Sewer: There is sewer available in Hilaria Ave, Printers Way and two sewer mains available on the northeast end of Horizon Drive by the H Road roundabout
- Water: There is water available in Printers Way, Hilaria Ave and Horizon Drive
- Storm Sewer: There is storm sewer available in Hilaria Ave, Horizon Drive, and Printers Way.
- Gas:
- Other:

6. Effects on Public Facilities

This Rezone Submittal won't have any effects on Public Facilities.

7. Hours of Operation

N/A

8. Number of Employees

N/A

9. Signage Plans (required with Conditional Use Permits and Planned Development)

N/A

10. Site Soils and geology (such as Soils Conservation Service (SCS) soils mapping)

N/A

11. Impact of project on site geology and geologic hazards, if any

N/A

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

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

Yes, Future Land Use Overlays have been put in place such as the Horizon Drive District Overlay Zone. Also, the 2020 Comprehensive Plan supports the Commercial Zone and the Commercial Zone supports high density residential.

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

This area is currently zoned I-O (Industrial Office), but has remained vacant land. The surrounding area has developed into a mixed use area of office, industrial, hotel, restaurant, etc. This area is in the Horizon Drive District Overlay and the purpose of this is to provide a consistent level of architectural character, quality and aesthetics of Horizon Drive area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation.

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

Yes, public and community facilities are adequate to serve a proposed multi-family development.

(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

Yes, code and guiding documents want mixed-use in this area.

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

This area will benefit from a zone change to C-1 from I-O, because it will allow additional multi-family housing for the community (especially the workforce in that area) as well as add residents to that area and help the growth of the Horizon Drive District.

F. Development Schedule and Phasing

Rezone - March 2022

Simple Subdivision - April 2022

Site Plan Review - May 2022

Project to be built in one phase

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="Vacant Land"/>	Existing Zoning <input type="text" value="Multi-Family Residences"/>
Proposed Land Use Designation <input type="text" value="I-O"/>	Proposed Zoning <input type="text" value="C-1"/>

Property Information

Site Location: <input type="text" value="768 HILARIA AVE Grand Junction, CO 81506"/>	Site Acreage: <input type="text" value="3.00"/>
Site Tax No(s): <input type="text" value="2705-312-08-003"/>	Site Zoning: <input type="text" value="I-O"/>
Project Description: <input type="text" value="Rezoning parcel to C-1 with anticipation of developing apartments"/>	

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

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="Vacant Land"/>	Existing Zoning <input type="text" value="Multi-Family Residences"/>
Proposed Land Use Designation <input type="text" value="I-O"/>	Proposed Zoning <input type="text" value="C-1"/>

Property Information

Site Location: <input type="text" value="2805 PRINTERS WAY Grand Junction, CO 81506"/>	Site Acreage: <input type="text" value="1.99"/>
Site Tax No(s): <input type="text" value="2705-312-08-002"/>	Site Zoning: <input type="text" value="I-O"/>
Project Description: <input type="text" value="Rezone parcel to C-1 with anticipation of developing apartments"/>	

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="Ted Ciavonne"/>	Date <input type="text" value="3/28/22"/>
Signature of Legal Property Owner <input type="text" value=""/>	Date <input type="text"/>

Development Application

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

Petition For: Rezone

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

Existing Land Use Designation Vacant Land	Existing Zoning Multi-Family Residences
Proposed Land Use Designation I-O	Proposed Zoning C-1

Property Information

Site Location: 2705-312-03-002	Site Acreage: 3.28
Site Tax No(s): 2705-312-03-002	Site Zoning: I-O
Project Description: Rezone parcel to C-1 with anticipation of developing apartments	

Property Owner Information

Name: Oxford Select Investors - Grand Junction LLC

Street Address: 2545 Railroad St #300

City/State/Zip: Pittsburgh, PA 15222

Business Phone #: 412-395-3473

E-Mail: jdeitrick@oxfordrealtyservices.com

Fax #: n/a

Contact Person: Jeffrey Deitrick

Contact Phone #: 412-395-3473

Applicant Information

Name: Anthony Properties

Street Address: 12770 Coit Rd #970

City/State/Zip: Dallas, TX 75251

Business Phone #: 214-432-9514

E-Mail: brian@anthonyproperties.com

Fax #: n/a

Contact Person: Brian Shiu

Contact Phone #: 214-803-2678

Representative Information

Name: Kart Planning

Street Address: 734 Main Street

City/State/Zip: G.J. CO 81501

Business Phone #: 241-0745

E-Mail: ted.ciavonne@kart.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

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 3-16-22

Date 3-16-22

Reception No. 904483
Recorded at _____ o'clock _____ M., _____

Recorder

WARRANTY DEED

Grantor(s), **Thomas J. Daly** whose address is **1590 Homesteake Dr, Aspen CO 81611**, for the consideration of **Nine Hundred Eighty-Five Thousand Four Hundred Ninety-Three And 00/100** in hand paid, hereby sell(s) and convey(s) to **EN-SIM Partnership L.L.P., A Colorado limited liability partnership**

2049691 04/08/02 1251PM PM
MONIKA TODD CLK&REC MESA COUNTY Co
REC FEE \$10.00
DOCUMENTARY FEE \$98.55

whose legal address is **653 Round Hill Dr, Grand Junction CO 81506**, the following real property in the County of **Mesa**, and State of Colorado, to wit:

See Exhibit A attached hereto and made a part hereof.

also known as street and number: **Vacant Land, Grand Junction, CO 81506**

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2002, payable in 2003 and all subsequent years, easements, rights of way, reservations and restrictions of record.

Signed this 3rd day of April, 2002.

Thomas J. Daly

Thomas J. Daly

STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 3rd day of April, 2002 by Thomas J. Daly.

My commission expires: 1/13/2003

Witness my hand and official seal

Scott D. Williams

Notary Public
COTT D. WILLIAMS
STATE OF COLORADO

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Exhibit A

Lot 2 of

C H FOUR COMMERCIAL PARK FILING NO. 1;

EXCEPT Beginning at the Northeast corner of said Lot 2,

thence along the five following courses:

1. South $35^{\circ}13'30''$ East 7.50 feet along the Northeast line of said Lot 2;
2. South $54^{\circ}46'30''$ West 355.80 feet along a line 7.50 feet Southeast of and parallel to the Northwest line of Lot 2;
3. along the arc of a tangent circular curve deflecting to the left with a radius of 25.00 feet, a central angle of $87^{\circ}10'39''$, a length of 38.04 feet, and a chord bearing South $11^{\circ}11'11''$ West 34.47 feet to a point of osculation;
4. along the Northeast right of way line of Hilaria Avenue and along the arc of a circular curve deflecting to the left with a radius of 635.00 feet, a central angle of $02^{\circ}49'21''$, a length of 31.28 feet, and a chord bearing North $33^{\circ}48'49''$ West 31.28 feet to a point of nontangency;
5. North $54^{\circ}46'30''$ East 380.00 feet along the Northwest line of Lot 2 to the beginning; as conveyed to City of Grand Junction by instrument recorded May 28, 1985 in Book 1540 at Page 596.



State Documentary Fee
Date: January 25, 2018
\$49.50

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on January 25th, 2018 by **EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP** Grantor(s), of the County of **Mesa** and State of **Colorado** for the consideration of **(\$495,000.00) ***Four Hundred Ninety Five Thousand and 00/100***** dollars in hand paid, hereby sells and conveys to **MESA JUNCTION LTD.** Grantee(s), whose street address is **3055 S BRIDLE DR, JACKSON, WY 83001**, County of **Teton**, and State of **Wyoming**, the following real property in the County of **Mesa**, and State of **Colorado**, to wit:

LOT 2 OF H & H SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **TBD PRINTERS WAY, GRAND JUNCTION, CO 81506**

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other NONE*

EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

By: 
DOUGLAS S. SIMONS, AS PARTNER

EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

By: 
JAMEE E. SIMONS, AS PARTNER

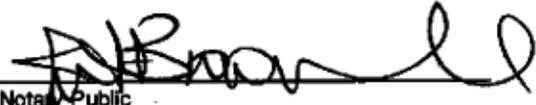
JENNIFER BROWNWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19984002418
My Commission Expires February 5, 2022

State of Colorado)
) ss.
County of MESA)

County of Mesa

The foregoing Instrument was acknowledged before me on this day of January 25th, 2018 by **DOUGLAS S. SIMONS, AS PARTNER AND JAMEE E. SIMONS, AS PARTNER OF EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP**

Witness my hand and official seal

My Commission expires: 2/5/22 
Notary Public

When Recorded Return to: **MESA JUNCTION LTD.**
3055 S BRIDLE DR, JACKSON, WY 83001



WARRANTY DEED

Grantor(s), **Thomas J. Daly and Judith J. Daly** whose address is **1590 Homestake Drive, Aspen, 81611**, for the consideration of **TWO MILLION DOLLARS** in hand paid, hereby sell(s) and convey(s) to **Oxford Select Investors-Grand Junction, LLC, A Colorado Limited Liability Company**

whose mailing address is **One Oxford Centre, Suite 4500, Pittsburgh, 15219**, the following real property in the County of **MESA**, and State of Colorado, to wit:

**Lot 2
CH FOUR COMMERCIAL PARK-FILING NO. 3**

Excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007 in Book 4520 at Page 159, Reception No. 2403199

also known as street and number: **Vacant Land, Grand Junction, Grand Junction, CO**

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2008, payable in 2009 and all subsequent years, easements, rights of way, reservations and restrictions of record.

Signed this 28 day of March, 2008.

Thomas J. Daly

Thomas J. Daly
Judith J. Daly

Judith J. Daly

STATE OF COLORADO,
County of Pitkin } ss.

The foregoing instrument was acknowledged before me this 28 day of March, 2008 by **Thomas J. Daly and Judith J. Daly**.

My commission expires: 11/21/2008

Witness my hand and official seal.

**SPENCER MAY
NOTARY PUBLIC
STATE OF COLORADO**

Spencer May

Notary Public

*If in Denver, insert "City and"

My Commission Expires 11/21/2011

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Rezone for Landing on Horizon

A parcel of land situated in Lots 1 and 2 of Section 31, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado described as:

Lot 2 and Lot 3, H & H Subdivision (Reception No. 2824156)

and also,

Lot 2, C H Four Commercial Park, Filing No. 3 (2432388), excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007 in Book 4520 at Page 159, Reception No. 2403199.

Boundary description prepared by:
Alexandre B. Lheritier
Kart Surveying, LLC
734 Main St.
Grand Junction, CO 81501



Landing on Horizon Neighborhood Meeting

03-15-2022 @ 5:30pm

Notes

A Neighborhood Meeting was held on Tuesday, March 15, 2022 at 5:30pm for a proposed Rezone at 2805 Printers Way, 768 Hilaria Ave & parcel # 2705-312-002. The applicant is proposing to Rezone from I-O (Industrial Office) to C-1 (Light Commercial). This meeting was held virtually, via Zoom.

In Attendance:

Representatives: Ted Ciavonne & Mallory Reams (Kaat Planning)

Jace Hochwalt (City of Grand Junction)

Brian Shiu (Anthony Properties)

Neighbors: Sarah Russell (Sarah.Russell@aimhosp.com)

Jeff Deitrick (JDeitrick@oxfordrealtyservices.com)

Dan Thurlow (dan.thurlow@cpcneutek.com)

20 notices were sent out and 3 neighbors attended. Sarah Russel was attending as a representative for Courtyard and Residence Inn by Marriot. Jeff Deitrick is the current land owner of one of the parcels for this rezone (parcel #2705-312-03-002).

Ted Ciavonne with Kaat Planning is the representative for Anthony Properties (Developer). Ted explained that these three properties needed to be rezoned in order to design a multi-family housing development similar to The Railyard on Base Rock Street. He also disclosed that the properties need to go through a Simple Subdivision to consolidate the three lots down to one lot.

The three neighbors in attendance were supportive of the idea of additional housing in that area. The neighbors did not have any concerns, but were curious what the site plan for the multi-family development would look like, how many total units would there be, where the access points would be and how many parking spaces are required for this type of development.

The neighbors were also interested in how the Rezone Process worked as well as when the Site Plan submittal would take place. They asked if there were public hearings. Ted explained that yes, there would be public hearings for the Rezone, but not for the Site Plan Review. Ted explained that they will receive cards in the mail when the public hearing dates will be as well as seeing the development signs on the property.

The three neighbors that attended were in favor of this project moving forward with the rezone.

Since the Neighborhood Meeting, we have not received any opposition from neighbors that could not attend.

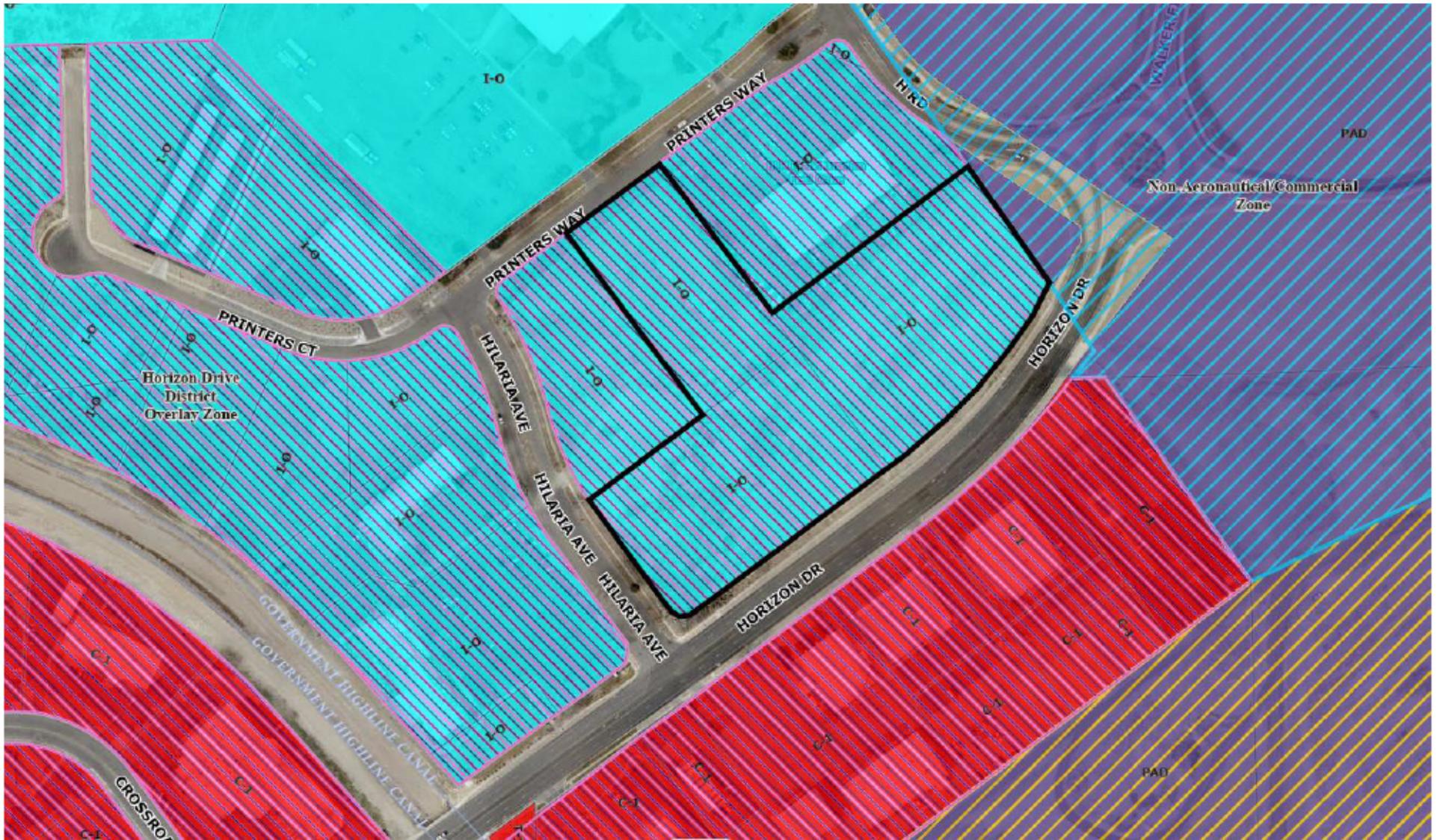
Immediate Vicinity Map



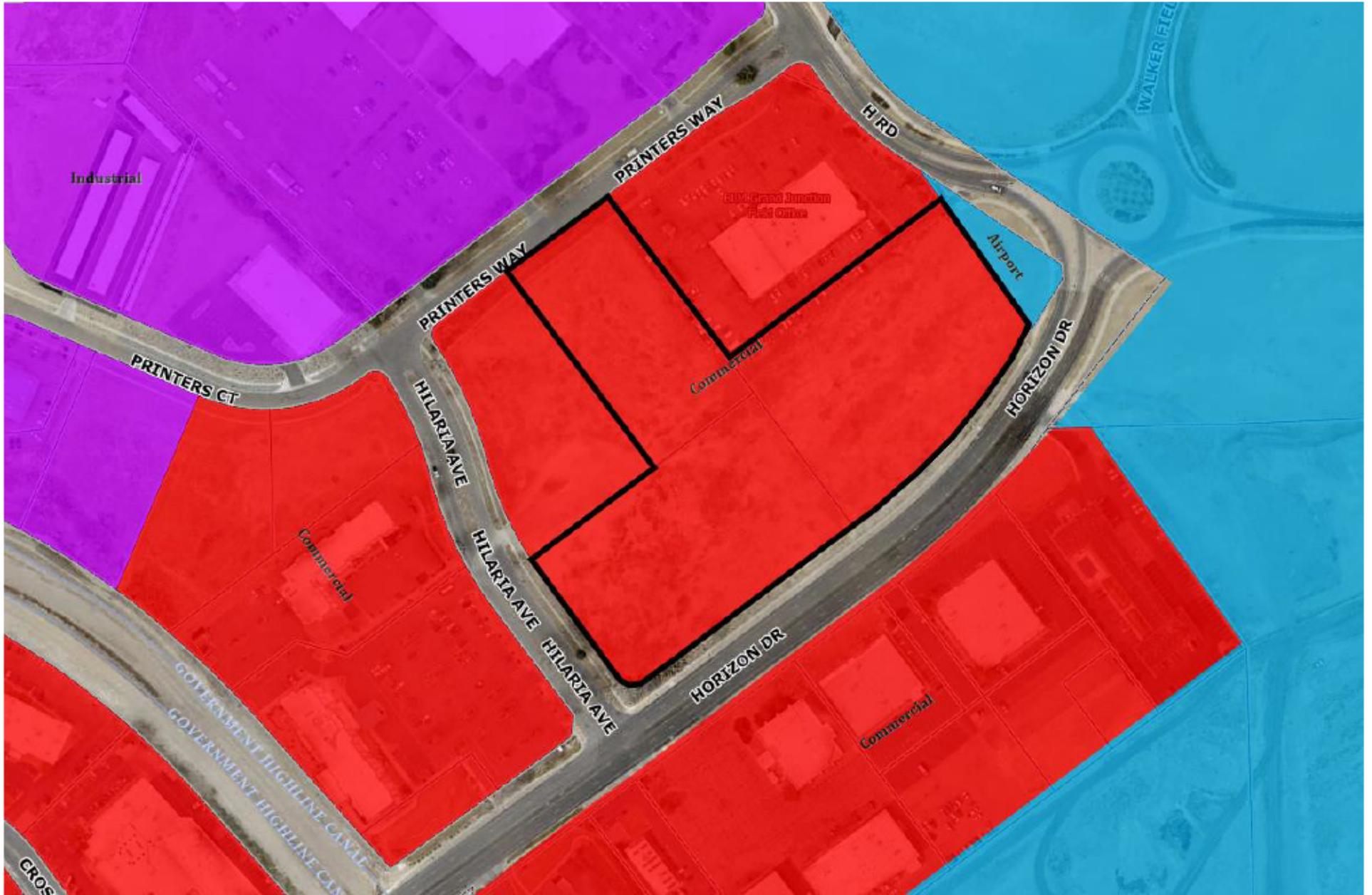
Expanded Vicinity Map



Zoning Map



Comprehensive Plan Land Use Map





HORIZON DRIVE
District

Gateway to Grand Junction

July 1, 2022

City Council
250 North Fifth Street
Grand Junction, Colorado 81501

Greetings, Mayor Stout and Council members:

I have met several times with Brian Shiu, Director of Development of Anthony Properties, and toured their Railyard at Rimrock Apartments. Brian has been kind enough to provide my board with concepts for the Landing on Horizon apartment project (RZN-2022-228). I believe currently this project is under consideration for rezoning three parcels totaling approximately 8.27 acres at the northeast corner of Horizon Drive and Hilaria Avenue.

I have presented the plans to my board and they fully approve of this project. We have encouraged more multi-family residential development in the Horizon Drive District for years and the Landing on Horizon apartment project will fill this void nicely. I have found Anthony Properties to be a quality builder that is responsive to the needs of their tenants. We look forward to helping bring this project to fruition in any way we can. Please feel free to contact me by phone or email.

Best regards,

Vara Kusal
Executive Director
vara@horizondrivedistrict.com

VISIT THE DISTRICT

www.HORIZONDRIVEDISTRICT.COM

970.985.1833

2764 Compass Drive, Suite 205 Grand Junction, CO 81506

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING 8.27 ACRES OF LAND LOCATED AT THE
NORTHEAST CORNER OF HORIZON DRIVE AND HILARIA AVENUE FROM I-O
(INDUSTRIAL OFFICE TO C-1 (LIGHT COMMERCIAL))**

Recitals:

EN-SIM Partnership LLC, Oxford Select Investors – Grand Junction LLC, and Mesa Junction, LTD (Owners) own three parcels totaling approximately 8.27 acres (Property) located at the northeast corner of Horizon Drive and Hilaria Avenue. The Property is designated by The Comprehensive Plan Land Use Map as *Commercial*. The Owner proposes that the Property be rezoned from I-O (Industrial Office) to C-1 (Light Commercial).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Property C-1 (Light Commercial) finding that the C-1 zone district conforms to and is consistent with the Comprehensive Plan Land Use designation of the *Commercial* designation, the Comprehensive Plan's goals, and policies, and is generally compatible with land uses located in the area.

After public notice and public hearing, the Grand Junction City Council finds that the C-1 (Light Commercial) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The Property, described as follows, shall be zoned C-1 (Light Commercial):

A parcel of land situated in Lots 1 and 2 of Section 31, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado described as:

Lot 2 and Lot 3, H & H Subdivision (Reception No. 2824156)

and also,

Lot 2, C H Four Commercial Park, Filing No. 3 (1431629), excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007, in Book 4520 at Page 159, Reception No. 2403199.

Introduced on first reading this 15th day of June 2022 and ordered published in pamphlet form.

Adopted on second reading this ____ day of _____ 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.iii.

Meeting Date: July 6, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning 2.17 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2730 B Road

RECOMMENDATION:

Planning Commission heard this request at its May 10, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Harris Property Holdings, LLC, is requesting the rezone of one parcel totaling 2.71 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2730 B Rd. The purpose of the rezone is to enable the creation of medium-high density housing, which could increase the stock of missing-middle housing typologies, such as townhomes, duplexes, fourplexes, cottage courts, etc.

The requested R-8 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium. The R-8 zone district allows a mix of dwelling types including attached and detached dwellings, two-family dwellings and multifamily development within specified densities. Additionally, R-8 zone districts serve as a transitional district, which may act as a buffer between lower density single-family and commercial zones.

BACKGROUND OR DETAILED INFORMATION:

The proposed rezone comprises one parcel totaling 2.71 acres situated at 2730 B Rd, just south of Hwy 50 and southwest of the Mesa County Fair Grounds. The property is within the area included in the 2014 Orchard Mesa Plan. The subject site was annexed into the City in 2006 as part of the Harris Annexation #2 and rezoned from a County

RSF-4 to a City RSF-4, under the 2006 Grand Junction Zoning and Development Code. In 2021, the property underwent a Simple Subdivision (SSU-2021-155) to split the original 6.45-acre lot into two parcels: Lot 1, 3.99 acres and the subject property, Lot 2, 2.17 acres. The subject site is currently zoned R-4 and at present contains a two-family dwelling and single-family detached home along with various accessory buildings. The subject site is primarily surrounded by single family residential neighborhoods, open space and undeveloped parcels.

The 2020 One Grand Junction Comprehensive Plan classifies the subject property and several adjacent properties to the north and east as Residential Medium. The Comprehensive Plan classified the areas to the west and south of the subject site as Residential Low. Under the Grand Junction Municipal Code, the zone districts that may implement the Residential Medium Land Use classification include R-8 (Residential 8 du/ac), R-12 (Residential 12 du/ac), CSR (Community Services and Recreation), MXR-3 (Mixed Use Residential-Medium), MXG-3 (Mixed Use General-Medium), and MXS-3 (Mixed Use Shopfront-Medium) zone districts.

The Applicant is now requesting a rezone to R-8, which could increase the availability of medium-high density housing stock within Orchard Mesa. According to the General Project Report, the objective of the rezone is to increase residential density for the potential development in the future to counter the housing shortage currently being experienced in the City. If the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Site Plan Review or subdivision.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held in-person on February 9th, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. In addition to City Staff, the landowner, and representative; there were 11 neighbors in attendance.

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 February 25, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on April 29, 2022. The notice of the Planning Commission public hearing was published on May 3, 2022, in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The Comprehensive Plan Land Use Map identifies the subject property as Residential Medium. The previous 2010 land use designation identified the property as both Residential Medium and Residential Medium Low. The applicant's proposed zoning of R-8 implements the 2020 Comprehensive Plan land use of Commercial.

The current zoning, R-4, is outside the range of allowable zone districts for Residential Medium. From a policy standpoint, the adoption of the 2020 Comprehensive Plan directs the proposed vision for development of the subject site, which is not implementable with the current zoning of R-4. However, adoption of the 2020 Comprehensive Plan is not a subsequent event that would invalidate the original premises or findings. Rather, as a policy document, it indicates the belief and communicates the aspiration that the area will develop in such a manner. Therefore, Staff does not find that this criterion has been met.

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

Since the subject site was initially annexed in 2006, there has been some development activity in the area surrounding or near the site. The most prominent development that has occurred near the property is the Shadow Mesa Subdivision on a 13.32-acre lot located west of 216 27 ½ Rd for 80 lots and a Final Plat for Filing 1 consisting of single-family homes and duplexes (SUB-2021-408). The Preliminary Plan and Final Subdivision Plat for Filing 1 were approved on November 12, 2021.

Additionally, the City received an application for the Reed Annexation (ANX-244-1450) to request and zone the 0.73 acres along the northern portion of 2733 B ¼ Rd lot from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-8 zone district. The annexation was approved on June 16th, 2021 by City Council and became effective on July 18, 2021. However, it is premature to conclude that the area has changed dramatically enough in character to warrant a rezone. As such, 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 stretch of B Rd adjacent to the subject site currently does not have curb and gutter. The property has access from B Rd, which is a major collector. The Active Transportation Corridor Plan identifies B Rd as an active transportation corridor for all modes of transportation (motor vehicle, bicycle, pedestrian, etc.). Therefore, multimodal access is adequate.

The subject site is within the Ute Water District and City of Grand Junction Sewer District, the Orchard Mesa Irrigation District, and within both the Xcel Energy area (western portion of the lot) and the Grand Valley Power energy area (eastern portion of the lot). The property is not within an established drainage district.

As stated earlier, water service is supplied by Ute Water. There is an existing water distribution system adjacent to the site, which includes an 8" C900 main in B Rd. The property is located within the 201 Persigo boundary. The existing sewage collection system adjacent to or near the site is an 8" VCP main in B Road. However, the 8" VCP sewer main in B Rd may not be deep enough to serve the entire property. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process.

Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that there are some challenges and constraints related to sanitary sewer. Therefore, Staff believes that it is premature to state that this criterion has been fully 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 are some differences between the R-4 and R-8 zone districts as they relate to the types of permitted primary and secondary land uses and the general development characteristics. The R-8 zone district accounts for approximately nine percent of City zoned land, whereas the R-4 zone district accounts for approximately 10 percent of City zoned land.

Currently, there are 35 parcels to the north within 920 feet of the subject site that are zoned R-8. As such, there does not appear to be a deficit of zone districts that are also able to implement the Residential Medium Future Land Use Designation. 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 rezone criteria provide that the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan. Staff finds the request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers.

i. Tier 1: Urban Infill

- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

The subject property is located within the Tier 1 – Urban Infill tier as identified in the City’s Growth Plan. Rezoning to R-8 opens up opportunities for more compact development and higher density uses in an area that the 2020 Comprehensive Plan identifies as a priority for infill. As stated in the 2020 Comprehensive Plan, development of parcels located within Tier 1 will provide development opportunities that do not require extension of infrastructure or the expansion of City Services (pg. 56). Rezoning to R-8 may help direct any potential future mixed-used development to an area that has adequate public infrastructure and amenities to accommodate that growth.

Plan Principle 5.1.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.

As stated in the General Project Report, the intent of the proposal is to increase the density and development potential for the site to accommodate medium-high density housing and a greater diversity of housing types. Housing that could potentially develop under an R-8 zone district includes a mix of typologies that fall under missing middle housing, as well as affordable housing options, such as manufactured housing. The Congress for New Urbanism defines the missing middle as a spectrum of clustered or multi-unit housing types, which include duplexes, fourplexes, bungalow courts, etc., and which can serve a range of differing income and generational needs. Implementing this zone district will expand options in the future for redevelopment that aligns with the vision of strong neighborhoods and diverse housing stock as outlined in the Comprehensive Plan. The proposed amendment will benefit the community by establishing the right zoning conditions to expand choice and potentially create options for both affordable and attainable housing. Therefore, Staff finds this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Harris Property Holdings Rezone, RZN-2022-110, rezoning one parcel totaling 2.17 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) for the property located at 2730 B Rd, the following findings of fact have been made:

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

Therefore, the Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact as a result of this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5080, an ordinance rezoning one parcel totaling 2.17 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2730 B Road on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting and Public Comment Documentation
3. Exhibit 3 - Maps & Exhibits
4. ORD-2730 B Road 051022

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 ^{PD} Rezone

Please fill in blanks below <u>only</u> for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:	
Existing Land Use Designation: _____	Existing Zoning: <u>R-4</u>
Proposed Land Use Designation: _____	Proposed Zoning: <u>R-8</u>

Property Information

Site Location: 2730 B Rd G) 81503 Site Acreage: 2.17

Site Tax No(s): 2945-253-48-002 Site Zoning: R-4

Project Description: Triangular piece north of B Rd.
 REZONE FROM R-4 TO R-8

Property Owner Information	Applicant Information	Representative Information
Name: <u>Jerry Harris</u>	Name: <u>Jerry Harris</u>	Name: <u>Becca Posner</u>
Street Address: <u>3421 D Rd</u>	Street Address: <u>3421 D Rd</u>	Street Address: <u>131 N 4th St</u>
City/State/Zip: <u>Palisade CO 81524</u>	City/State/Zip: <u>Palisade CO 81526</u>	City/State/Zip: <u>GU CO 81507</u>
Business Phone #: _____	Business Phone #: _____	Business Phone #: _____
E-Mail: <u>Kathy_harris1950@gmail</u>	E-Mail: <u>same</u>	E-Mail: <u>becca@posner-properties</u>
Fax #: _____	Fax #: _____	Fax #: _____
Contact Person: <u>Kathy Harris</u>	Contact Person: <u>Kathy Harris</u>	Contact Person: <u>Becca Posner</u>
Contact Phone #: <u>970-234-3838</u>	Contact Phone #: <u>970-234-3838</u>	Contact Phone #: <u>970-424-7281</u>

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

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

Signature of Person Completing the Application: Becca Posner Date: 12/29/21

Signature of Legal Property Owner: Jerry Harris Date: 12-29-21

GENERAL PROJECT REPORT

RESPONSE TO COMMENTS

3-21-2022

2730 B Road Grand Junction, CO 81503

General Project Report:

2730 B Rd: Rezone from R-4R8

A: Project Description-

This submittal is to rezone the parcel from R-4 to R-8, in order to increase density for potential development.

B: Public Benefit –

By increasing the density to this parcel, the next developer will be able to build more homes per acre to help counter the housing shortage Grand Junction is currently experiencing.

C: Neighborhood Meeting –

Neighborhood Meeting happened on 2-10-22, Scott Peterson was City representative. No one had objections. The notes and sign-in sheet have been provided.

D: Project Compliance-

The higher density is inline with the Future Use Map and Zoning requirements. As well as , lots adjacent to this one have already been rezoned to R-8. There is a significant lack of R-8 zoning to accommodate higher density development.

E: Rezone Review Criteria –

Section 21.02.140(a)

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

- a. Subsequent events have invalidated the original premises and findings; and/or **Adjacent properties have been rezoned to R-8**
- b. The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or **There have been an increase in higher density parcels in surrounding areas**
- c. Public and community facilities are adequate to serve the type and scope of land use proposed; and/or **this rezone aligns with the future use map for GJ**
- d. 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 a push and need for higher density developments**

- e. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment. **This will create more housing for families near good schools and within the city limits**

5: Planning Fees:

These fees will be the expense of the next developer. The current owners will not be developing but will be selling the land to a developer and Buyer will be required to pay for these fees.

The Seller, Harrison Property Holdings, LLC of Parcel Number: 2945-253-48-002, is requesting a zoning change from R-4 to R-8, to increase the housing density of the available land for development. The rezoning aligns with the City of Grand Junction's future use plan. The properties north of this property have recently been rezoned recently from R-4 to R-8, which include: 2945-253-49-009, 2945-253-49-098, 2945-253-49-103, 2945-253-00-048, and 25 lots of B ¼ Rd that are ready for development.

Becca Posner

CBC – Prime Properties

970-424-2281

becca@posner.properties

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Jerry M Harris c/o Harris Property ("Entity") is the owner of the following property:
(b) 2730 B Rd Grand Junction Holdings LLC CO 81503

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) owner 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) Owner

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: [Signature]
Printed name of person signing: Jerry Harris

State of Colorado)
County of Mesa) ss.



Subscribed and sworn to before me on this 29th day of December, 2021
by Tiffany Skinner

Witness my hand and seal.

My Notary Commission expires on 01/05/2025

[Signature]
Notary Public Signature

Warranty Deed

RECORDING REQUESTED BY GRANTEE)
And GRANTEE ADDRESS)
HARRIS PROPERTY HOLDINGS, LLC)
3421 D Road)
Palisade, CO 81526)

WHEN RECORDED, RETURN TO:)
STONE LAW, LLC.)
PO Box 2534)
Grand Junction, CO 81502)

SPACE ABOVE FOR RECORDER'S USE

2730 B Road, Grand Junction 81503

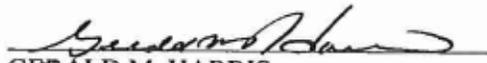
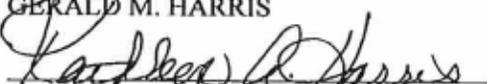
For no consideration, GERALD M. HARRIS and KATHLEEN A. HARRIS do hereby grant, bargain, sell, convey and confirm to **HARRIS PROPERTY HOLDINGS, LLC**, all of their interest in and to the following described real property in the County of Mesa, State of Colorado:

Beginning 792.5 feet west of the Northeast Corner of the South Half of the Southeast Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 1 West of the Ute Meridian, thence West to the Northwest Corner of the said South Half of the Southeast Quarter of the Southwest Quarter, thence South to the Southwest Corner of the said South Half of the Southeast Quarter of the Southwest Quarter, thence East to the Orchard Mesa Canal, thence Northwesterly along said canal to a point 280 feet South of the North line of said South Half of the Southeast Quarter of the Southwest Quarter, thence East to a point South of Beginning, thence North to Beginning.

EXEMPT FROM DOCUMENTARY FEE PURSUANT TO C.R.S. 39-13-102(2)(A); CONSIDERATION LESS THAN \$500

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

February 11, 2020
Date


GERALD M. HARRIS

KATHLEEN A. HARRIS

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me on February 11, 2020 by GERALD M. HARRIS and KATHLEEN A. HARRIS.


Notary Public

June 16, 2022
Commission expiration

MARC SUMMERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064042990
MY COMMISSION EXPIRES JUNE 16, 2022

**ADJACENT PROPERTY OWNER
NAME & ADDRESS ORDER FORM**

Please check if labels are needed for a Neighborhood Meeting. Name & address lists are valid for 6 months only. If the project goes to Planning Commission later than 6 months from submittal, another request for names & addresses must be submitted, along with an additional \$50.

Tax Parcel #(s): 2945-253-48-002
 Property Address: 2730 B Rd Grand Junction CO 81503
 Property Owner: Jerry M Harris
 Contact Person: Jerry + Kathy Harris
 Mailing Address: 3421 D Rd Palisade CO 81526
 E-Mail Address: Kathy-harris1950@hotmail.com

Applicant: Jerry + Kathy Harris
 Contact Person: "
 Mailing Address: 3421 D Rd Palisade CO 81526
 E-Mail Address: Kathy-harris1950@hotmail.com

Project Representative: Becca Posner
 Contact Person: _____
 Mailing Address: 131 N 6th St Grand Junction 81501
 Phone Number: 970 424 2281
 E-Mail Address: becca@posner.properties

***This request for labels and/or the name and address list MUST BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR to a Neighborhood Meeting.**

The adjacent property mailing list is created by pulling all property owners within 500 feet and all registered Homeowners Associations or citizens groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens' groups on record with the City of Grand Junction Community Development Department.

Legal Description of Property:

Lot 2, Harris Holdings Subdivision – Reception Number 3000725, City of Grand Junction , Mesa County Colorado'

INVOICE (2022-02-17-18572)

BILLING CONTACT

Becca Posner
 131 N 6Th St
 Grand Junction, Co 81501



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
2022-02-17-18572	09/10/2021	10/10/2021	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	GL Account	TOTAL
RZN-2022-110	Rezone 2022	DEV - 100-310-010.4315	\$625.00
2730 B Rd Grand Junction, CO 81503			SUB TOTAL \$625.00

1231+1347

TOTAL \$625.00

2/9/2022

Becca Posner

CBC -Prime Properties

Becca@posner.properties

970-424-2281

Minutes from Re-Zoning Meeting at Cruisers on 2/9/2022.:

The Sign-In Sheet has been provided.

There were only a few neighbors that attended the meeting (5 all together). The meeting started promptly at 5:30. There were no objections at the meeting at this time, only questions about what type of developments can be considered with the rezoning from R4-R8. One neighbor that lives on the west side of the fence was worried that there would be tall apartment buildings towering over their backyard. After discussing more with the Owners, Myself, and the Planner, they were at ease. The other neighbor that lived several parcels to the west was concerned that his property would have to be annexed into the City. After discussion he too was at ease knowing this would not happen due to this development but could be annexed if all his surrounding neighbors annexed into the city. This was a civil meeting with no objections.

SIGN IN SHEET

2730 B Rd Rezoning Meeting on 2/9/2022:

1. Ben Posa
2. Randy Harris
3. [Signature]
4. Gulley Parsons
5. Doug [Signature]
6. Colin Ryan
7. Tom Huisjen
8. SCOTT PETERSON
9. Chandler Hallmark
10. Rex
11. [Signature]
12. _____
13. _____
14. _____
15. _____

198 RINCON LLC
2372 RANA RD
GRAND JUNCTION CO 81507-1584

ANDERSON JAMES C
ANDERSON CAROLE L
2729 B RD
GRAND JUNCTION CO 81503-2233

ARCIERI FAMILY LIMITED
PARTNERSHIP
2690 B 3/4 RD
GRAND JUNCTION CO 81503-1970

ARCIERI JAMES THOMAS
ARCIERI VAL JEAN
330 33 1/2 RD
PALISADE CO 81526-9511

ARCIERI WILLIAM J
ARCIERI FRANCINE K
197 SAND CT
GRAND JUNCTION CO 81503-2238

BAILEY PEGGY M
2719 B RD
GRAND JUNCTION CO 81503-2209

BAKER CHRISTINE D
BAKER JOHN
2729 B 1/4 RD
GRAND JUNCTION CO 81503-2256

BARBEE STEVEN R
BARBEE JOAN L
2738 SIERRA VISTA RD
GRAND JUNCTION CO 81503-3209

BENBOE KEITH R
BENBOE OLIVIA M
267 E PARKVIEW DR
GRAND JUNCTION CO 81503-2034

BOITIER PEGGY
2720 RINCON DR
GRAND JUNCTION CO 81503-2235

BOWEN AYERS D
OLIVER SUSANNA L
2721 RINCON DR
GRAND JUNCTION CO 81503-2234

BROWN STEVEN L
2731 B RD
GRAND JUNCTION CO 81503-2233

CARR DONALD
2716 RINCON DR
GRAND JUNCTION CO 81503-2235

CHANDLER F EDWARD II
CHANDLER BRENDA K
2734 B RD
GRAND JUNCTION CO 81503-2240

CHENEY JONATHAN MICHAEL
194 RINCON DR
GRAND JUNCTION CO 81503-2282

CITY OF GRAND JUNCTION
SCOTT PETERSON
250 N 5TH ST
GRAND JUNCTION CO 81501-2628

COHEN STACEY
2726 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2228

DYSON JOHN
DYSON JACQUELYN
194 CLYMER DR
GRAND JUNCTION CO 81503-2280

ETZLER BRADYN
ETZLER WENDY
2740 B RD
GRAND JUNCTION CO 81503-2239

FIELDS SHONTAY M
2723 RINCON DR
GRAND JUNCTION CO 81503-2226

GATHJE KRISTINA D
195 RINCON DR
GRAND JUNCTION CO 81503-2283

GAYTAN-GARCIA EDGAR
2733 B RD
GRAND JUNCTION CO 81503-2233

GITCHELL DAVID H JR
GITCHELL KIMBERLY A
2732 B RD
GRAND JUNCTION CO 81503-2240

GOODMAN JEROT
GOODMAN SARA H
199 CLYMER DR
GRAND JUNCTION CO 81503-2281

HARRIS JERRY M
HARRIS PROPERTY HOLDINGS LLC
3421 D RD
PALISADE CO 81526-9550

HENDRICKS STEVEN
HENDRICKS JO ANNE
2714 RINCON DR
GRAND JUNCTION CO 81503-2235

HOBBS SHANNON N
CARSTENS ANDREW W
199 RINCON DR
GRAND JUNCTION CO 81503-2283

HOON TODD H
HOON MILENA FIORELLA
196 RINCON DR
GRAND JUNCTION CO 81503-2282

HOWARD JOHN PAUL
HOWARD CYNTHIA ANN
2719 RINCON DR
GRAND JUNCTION CO 81503-2234

HUGHES CLOYD T
MARTINEZ JESICA
196 SEGO CT
GRAND JUNCTION CO 81503-2273

HUISJEN THOMAS MERLE
HUISJEN BONNIE JO
2716 1/2 RINCON DR
GRAND JUNCTION CO 81503-3030

KAHL FAMILY LIVING TRUST DATED
JAN 20 2016
2191 FREMONT DR
LAKE HAVASU CITY AZ 86406-8301

KERKMAN MARVIN J
KERKMAN ROBIN D
2741 B RD
GRAND JUNCTION CO 81503-3203

KING R MICHAEL
KING LAURIE M
196 SAND CT
GRAND JUNCTION CO 81503-2238

KINNEY BRETT
MILLER MIQUELA C
2720 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2231

KLEIN JAMES
KLEIN KRISTA
2717 RINCON DR
GRAND JUNCTION CO 81503-2234

KONRAD ANGELA DENISE
2728 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2228

LARSEN KEITH A SR
KARNASIEWICZ JUDITH C
925 22 1/2 RD
GRAND JUNCTION CO 81505-9363

LARUE JOSHUA
CSERNI TERESA L
2739 B RD
GRAND JUNCTION CO 81503-3203

LATCHAW DUSTIN W
LATCHAW JAMES K
2717 B RD
GRAND JUNCTION CO 81503-2209

LEBSOCK DENNIS D
LEBSOCK LORI D
2716 1/2 B RD
GRAND JUNCTION CO 81503-3042

LEDERER ERIC M
LEDERER JANET L
120 PONDEROSA DR
RIDGWAY CO 81432-9418

LOPEZ KATHERINE BAIRD
2734 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2218

LOVATO PHIL R
LOVATO ANGELA L
2724 RINCON DR
GRAND JUNCTION CO 81503-2227

MALLORY DAVID A
MALLORY ROYANN
2717 1/2 RINCON DR
GRAND JUNCTION CO 81503-3264

MARTIN VICKY L
GAY GEORGE F
197 CLYMER DR
GRAND JUNCTION CO 81503-2281

MCCARTER DON
WILSON RAINI
2718 RINCON DR
GRAND JUNCTION CO 81503-2235

MCCARTHY JAMES
WEIDNER SHARON L
2736 B RD
GRAND JUNCTION CO 81503-2240

MCKNIGHT DAVID A
192 RINCON DR
GRAND JUNCTION CO 81503-2282

MCLAIN TRAVIS
MCLAIN MARGARET GRIBBELL
137 WILLIAMS RANCH DR
ASPEN CO 81611-1584

MOFFAT MERCEYDES
195 CLYMER DR
GRAND JUNCTION CO 81503-2281

MORRIS DAVID MAX
MORRIS CHRISTINA LEE
2718 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2232

NOTTINGHAM LIVING TRUST
585 MILLS RANCH RD
WOODLAND PARK CO 80863-9460

PARMENTER TRACY ANNE
PARMENTER MARTY LORINE
220 GIGAX LN
GRAND JUNCTION CO 81503-1930

PARSONS GARY D
PARSONS SHELLEY T
2722 RINCON DR
GRAND JUNCTION CO 81503-2235

PETTIT WILLIAM EDWARD
PETTIT RACHEL ANN
2715 B RD
GRAND JUNCTION CO 81503-2209

PHUNG HA LAY
194 SEGO CT
GRAND JUNCTION CO 81503-2273

POLEN MARIA A
2737 1/2 B RD
GRAND JUNCTION CO 81503-3277

POSNER PROPERTIES
POSNER BECCA
131 N 6TH ST
GRAND JUNCTION CO 81501-2763

REED JESSE O
2730 B RD
GRAND JUNCTION CO 81503-2240

REED ROGER R
REED JONI C
2731 B 1/4 RD
GRAND JUNCTION CO 81503-2256

RIGHT SIDE UP CLYMNER LLC
679 MOONRIDGE CIR
GRAND JUNCTION CO 81505-1054

ROPER GLEN
ROPER KATHERINE M
200 27 RD
GRAND JUNCTION CO 81503

SEGELKEN HARRY C
SEGELKEN CHRISTINE D
2724 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2228

SIETAN LLC
218 EASTER HILL DR
GRAND JUNCTION CO 81507-1175

SUMMERS SCOTT L
195 SEGO CT
GRAND JUNCTION CO 81503-2273

THOMAS IRENE G
2738 B RD
GRAND JUNCTION CO 81503-2240

WOESSNER DEZARAY
WOESSNER JEREMY
2730 SIERRA VISTA RD
GRAND JUNCTION CO 81503-2228

YATES ASHLEAH
YATES JUSTIN
2720 1/2 RINCON DR
GRAND JUNCTION CO 81503-3030

Daniella Acosta

From: vljanesmartin@charter.net
Sent: Monday, May 2, 2022 1:39 PM
To: Daniella Acosta
Subject: Harris Property Holdings Rezone

Importance: High

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

We are writing about the request to rezone property at 2730 B Road, Grand Junction, CO 81503.

As a long time resident (over 20 year) in the area of this property, we are voicing our opinion and denial of the rezoning, this is a single family community. We do not wish to see apartments or any multi family housing in this area. Not now nor in the future.

Thank you for your consideration of current residents and property owners.

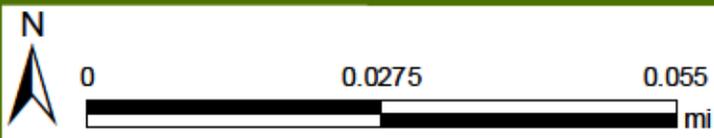
Vicky L Martin and George F Gay

197 Clymer Drive

Grand Junction, CO 81503

970-260-8113

Site Map

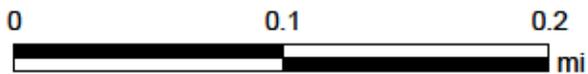
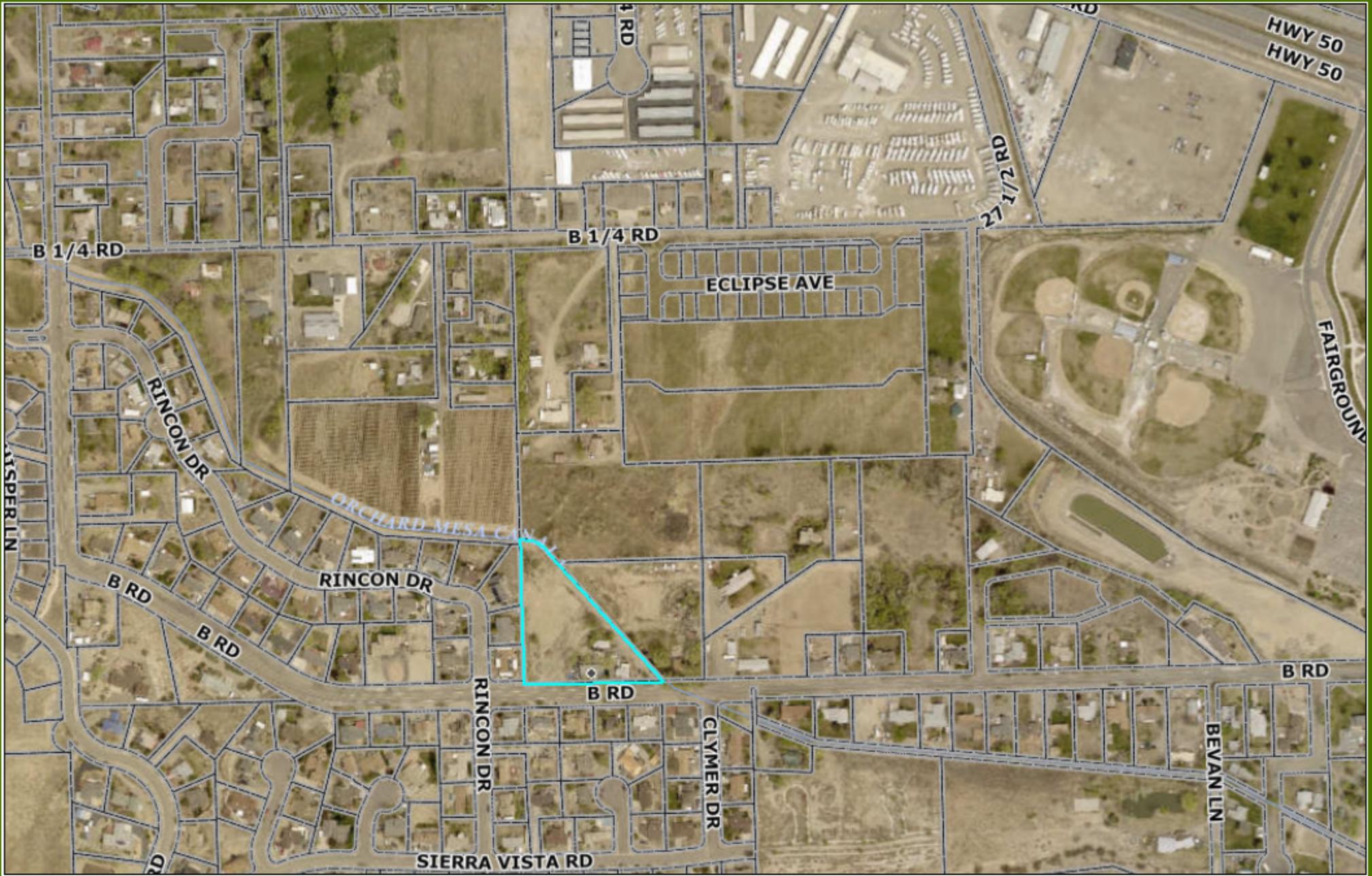


Printed: 5/3/2022

1 inch = 94 feet



Vicinity Map



Printed: 5/3/2022

1 inch = 376 feet



Existing Zoning

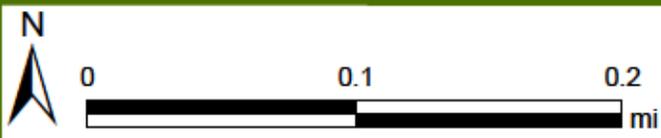
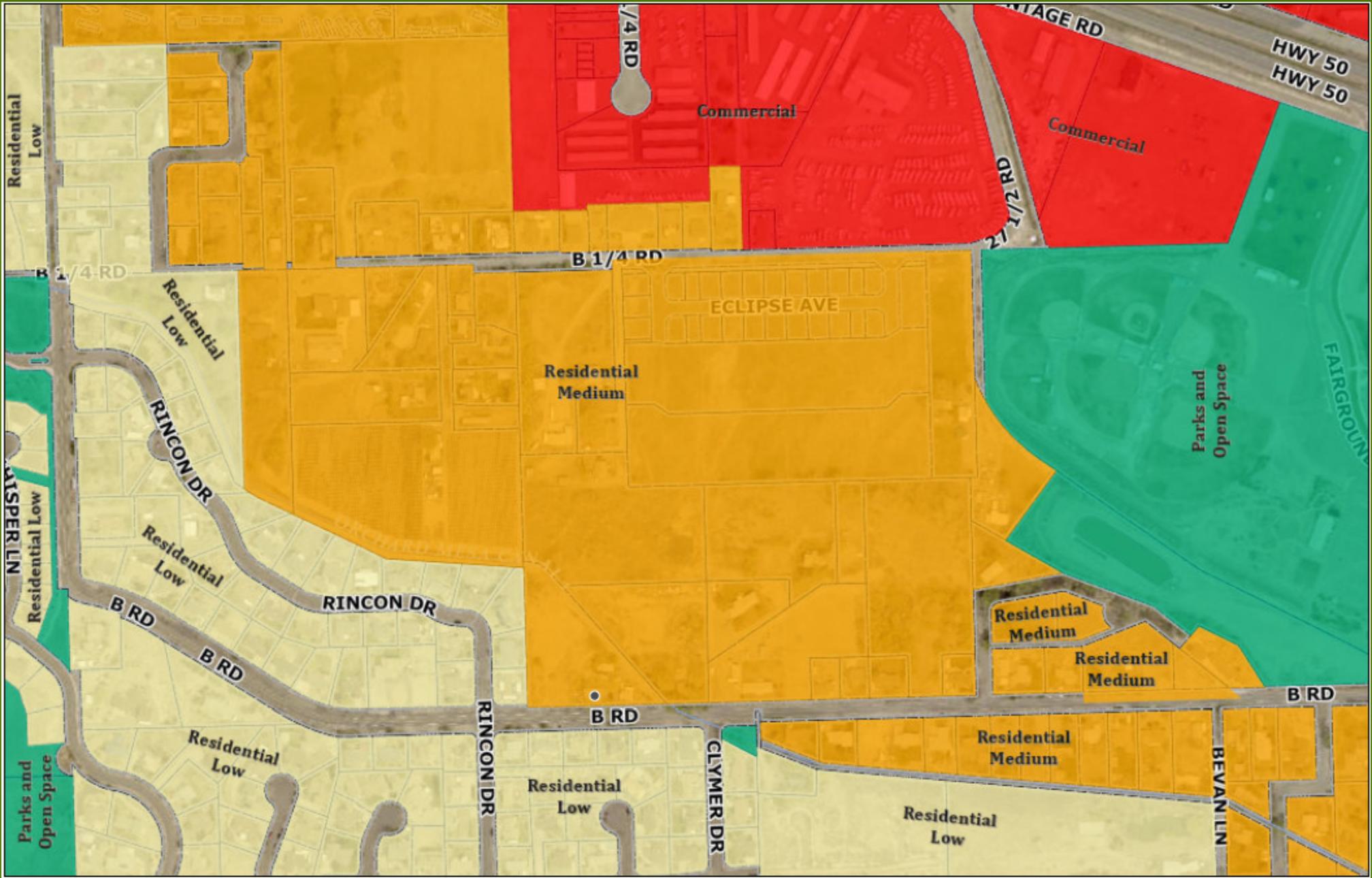


Printed: 5/3/2022

1 inch = 188 feet



Comprehensive FLU Map



Printed: 5/3/2022

1 inch = 376 feet



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING LOT 2, HARRIS HOLDINGS SUBDIVISION 2730 B ROAD, GRAND JUNCTION COLORADO TO R-8 (RESIDENTIAL 8 DWELLING UNITS PER ACRE

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended zoning the Harris Holdings Property, Lot 2, Harris Holdings Subdivision, to the R-8 (Residential 8 du/ac) zone district. The Planning Commission found that the R-8 zoning is consistent with the Code, it 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 2, Harris Holdings Subdivision is and shall be zoned R-8 (Residential 8 du/ac) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this 18th day of May 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council



Grand Junction City Council

Regular Session

Item #6.a.iv.

Meeting Date: July 6, 2022
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-21

RECOMMENDATION:

Conduct a Public Hearing and Adopt Proposed Assessing Ordinance on Second Reading for Alley Improvement District ST-21.

EXECUTIVE SUMMARY:

Alley Improvement Districts are formed in partnership with property owners after a majority of owners petition the City for the district and corresponding alley improvements. The cost is then shared between the property owners and the City.

The alley running East to West from 8th to 9th Street, between Grand Avenue and Ouray Avenue has been improved under this structure. The ordinance approves the assessable costs to the property owners and real property.

BACKGROUND OR DETAILED INFORMATION:

People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates by resolution. Assessment rates for alleys are based on percentages of total assessable costs the City will contribute for three property uses: 85% per abutting foot for residential single-family uses, 75% per abutting foot for residential multi-family uses, and 50% per abutting foot for non-residential uses.

A petition was received by the property owners along the frontage of this particular alley with a majority in support of the alley improvements. A summary of the process that followed submittal of the petition, as well as the upcoming steps, is provided below.

Date	Steps	Action
June 16, 2021	1.	City Council passed Resolution 48-21 declaring its intent to create an improvement district. The Resolution acknowledged receipt of the petition and gave notice of a public hearing.
July 21, 2021	2.	Council conducted a public hearing and passed Resolution 58-21 creating the Improvement District. The public hearing was for questions regarding validity of the submitted petitions.
October 13, 2021	3.	City Manager approves the construction contract.
October 19, 2021 - January 26, 2022	4.	Construction.
May 6, 2022	5.	After completion of construction and issuance of final payment, the Engineer issues a Statement of Completion identifying all costs associated with the Improvement District.
June 1, 2022	6.	Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
July 6, 2022	7.	Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
July 8, 2022	8.	The adopted Ordinance is published.
August 8, 2022	9.	The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments

		may be paid in full at anytime during the ten-year period.
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FISCAL IMPACT:

Expenses for this project are shared by the property owners and the City. The total cost of the project was \$154,521.17 with the owner's share being \$38,602.25 (25%) and the City's share being \$115,918.92 (75%). The cost of this project is budgeted within the Alley Improvements District project in the Sales Tax Capital Improvement Fund.

The assessment of the property owners share can be paid in a lump sum or through annual installments for a ten year period, at 6% simple interest per year which is billed and collected through the Mesa County Treasurer's Office on the property tax notice.

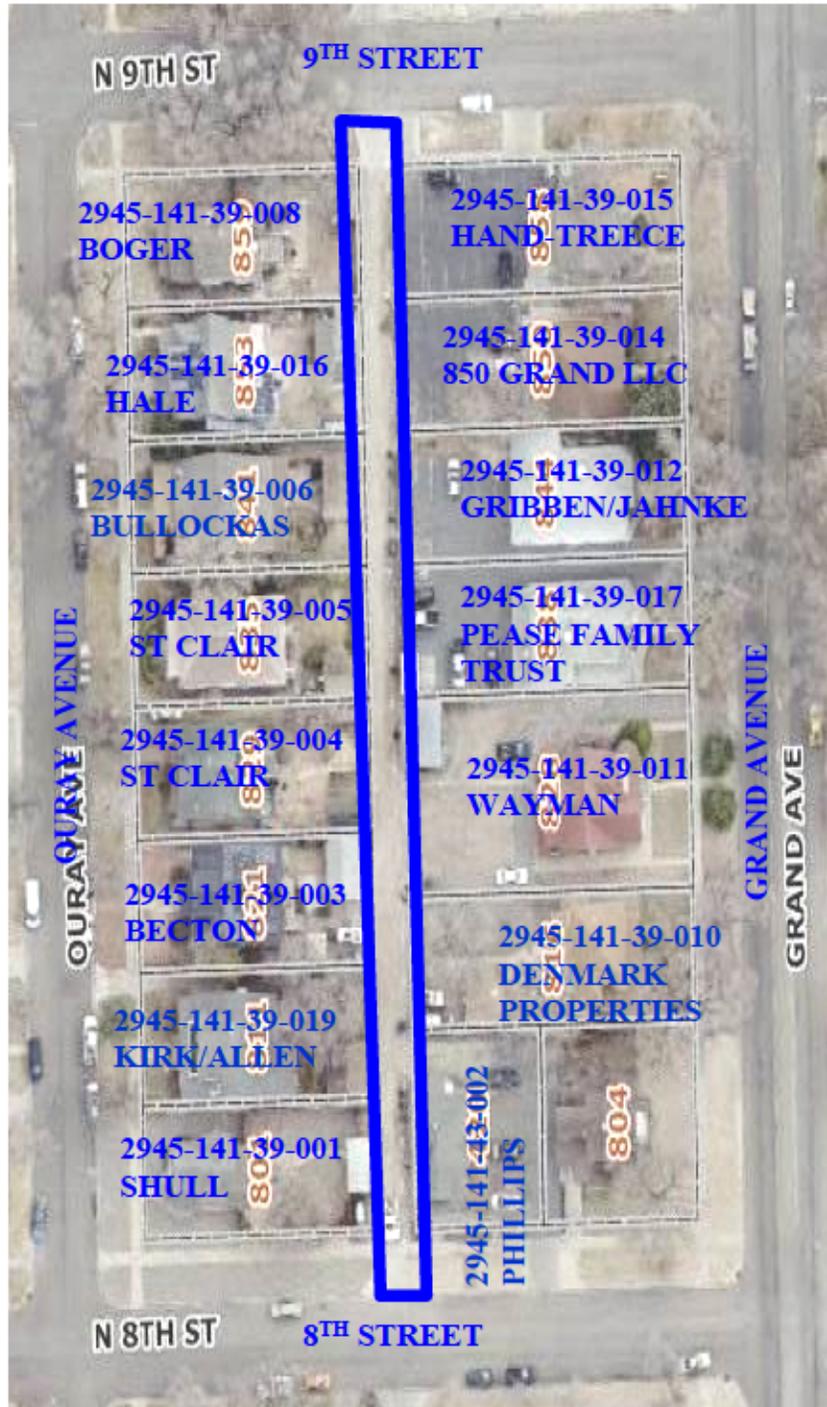
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5081, an Ordinance approving the assessable cost of the improvements made in and for Alley Improvement District ST-21 on final passage and order final publication in full.

Attachments

1. 2021 Alley Improvement District Map
2. ST-21 Statement of Final Costs
3. ORD-Alley Improvement District ST-21

**PROPOSED ALLEY IMPROVEMENT DISTRICT
8TH STREET TO 9TH STREET
GRAND AVENUE TO OURAY AVENUE**



STATEMENT OF FINAL ASSESSMENT COSTS

ALLEY IMPROVEMENT DISTRICT ST-21 8TH STREET TO 9TH STREET, GRAND AVENUE TO OURAY AVENUE

Actual Construction Costs	\$ 154,521
Assessable frontage (feet)	800
Cost per linear foot	\$ 193.15

Property Type	Owner Share	Actual Cost/Foot	Max. Cost/Foot*
Residential	15%	\$ 28.97	\$ 25.31
Multifamily	25%	\$ 48.29	\$ 42.19
Commercial	50%	\$ 96.58	\$ 84.38

Owner	Property Address	Footage	Property Type	Owner Share	Cost per Foot	Estimated Assessment
SHULL CASSIDEE C	801 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
KIRK STEVE T and ALLEN TAMRA L	811 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
BECTON JOSHUA	821 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
STCLAIR COLIN and STCLAIR CARRIE	829 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
STCLAIR COLIN and STCLAIR CARRIE	835 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
BULLOCKAS GID	841 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
HALE CYNTHIA BOETTCHER-	853 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
BOGER CHARLEE A	859 Ouray Ave	50	Residential	15%	\$ 25.31	\$ 1,265.50
PHILLIPS BRET E and PHILLIPS LISA A	420 N 8th St	75	Commercial	50%	\$ 84.38	\$ 6,328.50
DENMARK PROPERTIES LLC	816 Grand Ave	50	Multifamily	25%	\$ 42.19	\$ 2,109.50
WAYMAN BONNY and WAYMAN DARREN	828 Grand Ave	75	Multifamily	25%	\$ 42.19	\$ 3,164.25
PEASE WILLARD JR TRUSTEE and PEASE DEBRA TR	838 Grand Ave	50	Commercial	50%	\$ 84.38	\$ 4,219.00
GRIFFEN JOHN M and JAHNKE ANDREA	844 Grand Ave	50	Commercial	50%	\$ 84.38	\$ 4,219.00
850 GRAND LLC	850 Grand Ave	50	Commercial	50%	\$ 84.38	\$ 4,219.00
HAND-TREECE CYNTHIA MARAE	858 Grand Ave	50	Commercial	50%	\$ 84.38	\$ 4,219.00
Total		800				\$ 38,602.25

Actual Cost to Construct	\$ 154,521.17
Cost to Owners - limited to original petition estimated overall project cost of \$135,000	\$ 38,602.25
Actual Cost to City	\$ 115,918.92

* The maximum cost per foot assessment is used in the event the project improvements costs exceed the estimated costs per the petition language.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-21, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement District No. ST-21, in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement District No. ST-21, and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Alley Improvement District No. ST-21, in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on April 6, 2022, and the last publication thereof appearing on April 10, 2022); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said Districts assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement District No. ST-21, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered

that the cost of said improvements in said Alley Improvement District No. ST-21, be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$154,521.17; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

ALLEY 8TH STREET TO 9TH STREET, GRAND AVENUE TO OURAY AVENUE		
TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-141-39-001	Lots 1 & 2, Block 70, City of Grand Junction	1,265.50
2945-141-39-019	Lots 3 & 4, Block 70, City of Grand Junction	1,265.50
2945-141-39-003	Lots 5 & 6, Block 70, City of Grand Junction	1,265.50
2945-141-39-004	Lots 7 & 8, Block 70, City of Grand Junction	1,265.50
2945-141-39-005	Lots 9 & 10, Block 70, City of Grand Junction	1,265.50
2945-141-39-006	Lots 11 & 12, Block 70, City of Grand Junction	1,265.50
2945-141-39-016	Lots 13 & 14, Block 70, City of Grand Junction	1,265.50
2945-141-39-008	Lots 15 & 16, Block 70, City of Grand Junction	1,265.50
2945-141-39-015	Lots 17 & 18, Block 70, City of Grand Junction	4,219.00
2945-141-39-014	Lots 19 & 20, Block 70, City of Grand Junction	4,219.00
2945-141-39-012	Lots 21 & 22, Block 70, City of Grand Junction	4,219.00
2945-141-39-017	Lots 23 & 24, Block 70, City of Grand Junction	4,219.00
2945-141-39-011	Lots 25, 26 & 27, Block 70, City of Grand Junction	3,164.25
2945-141-39-010	Lots 28 & 29, Block 70, City of Grand Junction	2,109.50
2945-141-43-002	Lot 2, Hunt Simple Subdivision	6,328.50
2945-141-39-001	Lots 1 & 2, Block 70, City of Grand Junction	1,265.50

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District ST-21 (District) and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 6 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 6 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement District No. ST-21, shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Alley Improvement District No. ST-21, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the *Grand Junction Daily Sentinel*, the official newspaper of the City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

Introduced on first reading this 1st day of June 2022.

Passed and adopted and order published in pamphlet form this ___ day of _____, 2022.

Anna M. Stout
President of the Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #6.a.v.

Meeting Date: July 6, 2022

Presented By: Randi Kim, Utilities Director, John Shaver, City Attorney

Department: Utilities

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc.

RECOMMENDATION:

Approval and set a public hearing for July 6, 2022.

EXECUTIVE SUMMARY:

The City owns property on the Grand Mesa known as the Somerville and Anderson Ranches (Ranch Property) which are presently leased to VanWinkle Ranches, LLC (VanWinkle). Snowcap Coal Company, Inc. (Snowcap) will benefit from rehabilitating Vincent Reservoir No. 2 and using the reservoir to store water as part of an augmentation plan. Rehabilitation of the reservoir will provide long term potential benefits to City properties including stock water, wildlife habitat, and a source of water for wildfire suppression. VanWinkle and Snowcap have agreed to terms concerning a sublease as the location of the reservoir and access to and from the reservoir involve the Ranch Property.

BACKGROUND OR DETAILED INFORMATION:

The City owns property on Grand Mesa and has for many years leased much of it to VanWinkle Ranches. The leased properties are known as the Somerville and Anderson Ranches (Ranch Property). The Ranch Property includes an unused reservoir and dam formerly known as Vincent Reservoir No. 2.

For the reasons described in the lease, Snowcap will benefit from the rehabilitation and use of Vincent Reservoir No. 2 and certain surrounding property (Vincent Property) for its operations. To access the Vincent Property, Snowcap will need to cross the Ranch

Property.

Snowcap's plans to rehabilitate the dam and reservoir on the Vincent Property, as the same are defined and described in the Snowcap Lease, include leasing the Vincent Property from the City for a term longer than the Ranch Property Lease.

To facilitate Snowcap, the City and VanWinkle Ranches have agreed to enter into the Snowcap Lease and sublease for the reservoir and dam on the Vincent Property to Snowcap. Snowcap has separately negotiated a sublease with VanWinkle, which sublease together with the Snowcap Lease will amend the Ranch Property Lease. Snowcap, VanWinkle Ranches, and the City have agreed to certain terms and conditions for the use of the Vincent Property and in accordance with the Snowcap Lease, which is attached to and incorporated in this Ordinance as if fully set forth, and the sublease the parties desire to enter into contract. The initial term of the Snowcap Lease shall be twenty-five years, with consideration for renewals thereafter as provided in the Snowcap Lease.

FISCAL IMPACT:

The City will receive an initial rental payment of \$7,000.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5082, an ordinance to authorize, approve, and confirm a lease to Snowcap Coal Company, Inc. on final passage and order final publication in pamphlet form.

Attachments

1. AGR - Vincent Reservoir 061322
2. Exhibit A - Vincent No2 Easement Exhibit 31May2022 (01059362xA25C1) (1)
3. AGR-Van Winkle Sublease exhibit B 061322
4. Exhibit C - VincientNo2_720319_C-2119_SEO Approved Construction Plans_15Mar2022 (01052999xA25C1)
5. ORD-Snowcap Lease 061322

RESERVOIR LEASE

This Reservoir Lease (“Lease”), effective as of _____ 2022, is by and between the City of Grand Junction, a Colorado home rule municipal corporation (“City”) and Snowcap Coal Company, Inc., a Delaware corporation (“Snowcap”).

RECITALS

A. The City owns the real property where the former Vincent No. 2 Reservoir a.k.a. Vincent No. 2 Reservoir (“Reservoir”) and dam, the Vincent No. 2 Dam a.k.a. Vincent No. 2 Dam, Dam ID: 720319, (“Dam”), are located. The City’s real property holdings in the area of the Reservoir are extensive. The Reservoir and Dam are generally located on the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian. The City also owns, among other lands, the following property all of Township 11 South, Range 97 West, Sixth Principal Meridian: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4 Section 26; W1/2 SE1/4 Section 27; S1/2 Section 28; N1/2 NE1/4, SE1/4 SE1/4 and W1/2 Section 29; E1/2 NE1/4, W1/2 SE1/4 and W1/2 Section 32; N1/2, NE1/4 SW1/4 and SE1/4 Section 33; All Section 34; All Section 35 (collectively the “Vincent Reservoir Surrounding Property”).

B. Colorado law requires augmentation of out-of-priority stream depletions and Snowcap has determined that its Roadside Portals Mine causes limited out-of-priority stream depletions to Rapid Creek in the vicinity of the mine. Snowcap is required by Colorado law and the requirements that certain Compliance Order on Consent (“Consent Order”) issued by the State Engineer and the Division Engineer for Water Division 5 to implement temporary and permanent solutions to remedy any injurious out-of-priority stream depletions to Rapid Creek attributable to the Roadside Portals Mine (“Stream Depletions”).

C. Snowcap has identified the Reservoir as a source for the storage of augmentation water to remedy the Stream Depletions. Snowcap has investigated the Reservoir and Dam and has determined that rehabilitation of the Dam would benefit its efforts to comply with the Consent Order and its legal obligations under Colorado law.

D. The City recognizes that the rehabilitation of the Dam and Reservoir would provide long-term benefits to the Property and the City’s neighboring properties in the form of stock water, wildlife habitat, and a water source for wildfire suppression. The City also recognizes the Reservoir has the potential to positively impact the Rapid Creek Drainage.

E. Snowcap has obtained approval from the Dam Safety Branch of the Colorado Division of Water Resources to rehabilitate the Dam consistent with plans approved March 15, 2022.

F. Snowcap desires to enter into this Lease to rehabilitate the Dam and operate the Reservoir to satisfy the Consent Order and to use water stored in-priority in the Reservoir as a source of replacement supply in a decreed plan for augmentation and the City desires to lease those sites to Snowcap.

NOW, THEREFORE, in consideration of the recitals, terms, covenants, and conditions herein to be kept by the parties hereto, the City and Snowcap agree as follows:

SECTION I. DEMISE AND ACCESS

City is the owner of the real property in the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian commonly known as Vincent No. 2 Reservoir and illustrated in the figure attached as Exhibit A incorporated herein by reference (the "Property"). City offers and Snowcap desires to lease the Property under the terms and conditions of this Lease. The Property encompasses the maximum permitted size of the Reservoir, the Dam, and includes adequate space for operation and a safety buffer. For illustration purposes only, based on projections, the normal high-level mark of the Reservoir shall impact an area of approximately 41.3 acres and a maximum water level would impact an area of approximately 66.8 acres.

Snowcap shall have the right to access the Property, through the term of this Lease, for the construction, maintenance, operation, and repair, including incidental access to the forgoing, of the Reservoir and Dam. Snowcap shall access the Property in the least intrusive manner necessary to complete its work, repair or operation and shall have the right to access the Property over, across, and through the City's real property generally located at W1/2 SE1/4 Section 27, South 1/2 Section 28, N1/2, NE1/4 SW1/4 and SE1/4 Section 33, all Section 34 all of Township 11 South, Range 97 West, Sixth Principal Meridian.

SECTION II. BASIC TERM

The initial term of this Lease shall be twenty-five (25) years ("Term"), commencing on the effective date. The Parties intend for the Lease to be renewed for a successive Term(s) of twenty-five (25) years (each a "Renewal Term"); however, the statement of that intention does not bind successor City Councils. Notwithstanding, and in order to endeavor to perpetuate the current mutual agreement of the Parties, the City will a) notify Snowcap not less than one hundred five (120) days prior to the end of the then existing term if the City intends to not renew the Lease for a Renewal Term and b) in the event of a notice of non-renewal Snowcap may petition the City Council to renew the Lease. The decision to renew is within the sole discretion of the City. When the City intends to renew the Lease for a Renewal Term (i.e., does not notify Snowcap of an intention to not renew) it will advance the necessary or required

approval process to City Council. In the event City Council does not approve a Renewal Term(s) the Parties may negotiate a replacement lease on mutually acceptable terms or b) terminate this Lease.

SECTION III. RENTAL

Snowcap agrees to pay City, as rental for the Property, improvements and appurtenances, the one-time sum of \$7,000.00 (Rent) for the initial term, payable as follows:

Snowcap agrees to timely pay any and all real estate taxes associated with improvement assessments which may properly be levied against the Property, and any taxes or assessments levied against the personal property of Snowcap, or any other leasehold interest acquired by Snowcap under this Lease. Snowcap further agrees to pay any and all utilities, charges, and other expenses incurred in connection with Snowcap's use and operation of the Property, Snowcap shall pay any such charges on or before the date the same become due. If Snowcap fails to timely pay any and all amounts required pursuant to this Section 3, the City may pay such amounts and, in such event, the amount(s) paid by the City, plus interest thereon at the rate of 15% per annum and shall be payable to the City by Snowcap.

SECTION IV. VANWINKLE LEASE

Snowcap and the City acknowledge that the Property is currently leased to VanWinkle Ranch, LLC, a Colorado limited liability company ("VanWinkle"), under that certain Somerville Ranch and Anderson Ranch Lease dated May 1, 2020 (the "VanWinkle Lease"). The VanWinkle leasehold is for several larger parcels of land and the Property makes up a minor portion of the VanWinkle leasehold. Snowcap and VanWinkles, by separate agreement, have agreed to Snowcap's sublease of the Property and during the term of the VanWinkle Lease, Snowcap shall be a subtenant of VanWinkle, to which the City consents. A copy of Snowcap and VanWinkle's sublease is attached as Exhibit Band to the extent necessary or require this Lease shall modify the VanWinkle Lease. If and when there is a termination of the VanWinkle lease, this Lease shall be deemed the leasehold for the Property. Any subsequent lease(s) for City real property adjacent to the Property shall exclude the Property from the real property lease(s) and shall be subject to Snowcap's rights and tenancy of the Property and rights of access under this Lease.

SECTION V. REHABILITATION OF DAM

Snowcap at its sole cost and expense shall rehabilitate the Dam in accordance with the March 15, 2022, Approval of Plans and Specifications from the Dam Safety Branch of Division of Water Resources, the Vincent #2 Reservoir Construction Specifications dated March, 2022 prepared by Applegate Group, Inc. (“Construction Specifications”), and the Snowcap Coal Co. Vincent No. 2 Reservoir Construction Plans Dam ID: 720319, Water Division 5, District 72 Mesa County, January, 2022 (“Construction Plans”). A copy of the Construction Specifications and Construction Plans are attached as Exhibit C. Such rehabilitation efforts shall commence as soon as site conditions allow at the Property. Once rehabilitation of the Dam has been completed and Snowcap has secured all necessary governmental approvals Snowcap shall fill and operate the Reservoir as soon as conditions allow.

SECTION VI. PURPOSE

The purpose of this Lease is for Snowcap, or its agent(s), to repair, operate, fill, and maintain the Reservoir and Dam for water augmentation purposes pursuant Colorado law, the Consent Order, and all subsequent orders of the State Engineer, the Division Engineer for Water Division 5, and orders and decrees of the District Court in and for Water Division 5. Additionally, Snowcap shall have the right to use and operate the Reservoir and Property for other incidental purposes, including, but not limited to, providing stock water to VanWinkle and subsequent neighboring leaseholds, wildlife habitat, and a water source for wildfire suppression. Additionally, the City recognizes the incidental purposes of improving the Rapid Creek Drainage and that Snowcap will work with other interested parties to reasonably improve Rapid Creek Drainage.

SECTION VII. FRUSTRATION OF PURPOSE

The City recognizes that Snowcap’s primary purpose of entering into this Lease is to comply with Colorado law requiring augmentation of the Roadside Portal Mine’s out-of-priority depletions to Rapid Creek and the Consent Order which require the storage and subsequent release of augmentation water. Snowcap is diligently prosecuting the approval of its plan to utilize the Reservoir to satisfy the Consent Order and its obligations under Colorado law regarding augmentation of any depletions to Rapid Creek attributable to the Roadside Portals Mine, including obtaining water rights for augmentation water to be stored in the Reservoir and approval for its plan to release of the same as a source of replacement. If despite Snowcap’s diligent efforts, it is unable to obtain necessary governmental or judicial approvals necessary to utilize the Reservoir to satisfy its obligations and purposes of this Lease, including, but not limited to, failing to obtain a decree from the Water Court in and for Water Division 5 for approval of its planned augmentation plan, Snowcap shall have the right to terminate this Lease on 60-days’ notice. Likewise, if any governmental approval that is

necessary for Snowcap to carry out its purposes of entering this Lease is revoked or otherwise canceled, despite Snowcap's best efforts to prevent the cancelation or revocation, Snowcap shall have the right to terminate this Lease on 60-days' notice. In the event of termination pursuant to this paragraph the City shall be entitled to keep and retain the Rent.

SECTION VIII. TENANT COVENANTS

At Snowcap's sole cost and expense, Snowcap shall maintain and keep the Property and all improvements upon the Property in working order. If improvements have been made at Snowcap's expense, at the expiration of this Lease, Snowcap shall surrender the Property and improvements thereon to City in working order, reasonable use and wear excepted.

Snowcap agrees that all uses shall be lawful uses only. Snowcap shall diligently seek a decree for water storage right that may benefit the Property and the Vincent Reservoir Surrounding Property with a water supply for wildfire suppression, stock water, and wildlife habitat.

Besides improvements relevant to the rehabilitation and operation of the Dam and Reservoir, Snowcap shall install no structural or land improvements without the prior written consent of the City, which consent shall not be unreasonably withheld. The City acknowledges access roads to and from the Reservoir and Dam may need to be improved or constructed. Changing site conditions which reasonably require minor rerouting or modification of the existing or authorized access road(s) shall not be deemed to be structural or land improvements and shall not require prior written consent of the City.

Snowcap agrees to waive and forego any claim, cause of action or demand Snowcap may have against the City, its officers, agents and employees for injury to or destruction of any property of Snowcap or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Snowcap or any third person; and to indemnify the City, its officers, employees and agents and to hold the City, its officers employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Snowcap's use of the Property, not arising from the willful misconduct of the City.

Snowcap agrees, at Snowcap's sole expense and during the term of this Lease, to purchase and maintain in effect commercial general liability insurance to provide coverage for liability in the event of bodily injury or property damage for which Snowcap is legally liable. Such insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), per occurrence for bodily injury, personal injury, and property damage, and \$1,000,000.00 in the aggregate. Business Automobile Liability insurance shall also be maintained with minimum combined single limits for bodily injury of not ONE MILLION DOLLARS (\$1,000,000.00) each accident. The City of Grand Junction shall be included as

an additional insured for its' liability due to the negligence of Snowcap. Evidence of the forgoing may be found at: <https://www.aep.com/b2b/moi>.

Snowcap shall comply with all Workers' Compensation laws and proof of Workers' Compensation insurance may be found at: <https://www.aep.com/b2b/moi>.

Snowcap agrees to use the Property for reservoir and water augmentation operations, and other related uses only, and conduct said operations in a proper and workmanlike manner and in a manner that will not cause deterioration of or destruction to the Property other than those things necessary to build, operate and maintain the Reservoir as prescribed by the Colorado State Engineer, the Division Engineer for Water Division No. 5, and the Water Court in and for Water Division No. 5.

Snowcap agrees to keep the Property and the demised premises free and clear from any and all liens for labor performed and for materials furnished to the Property or demised premises.

Snowcap shall notify the City by no later than the end of the next business day after an accident or incident that involved emergency medical services or law enforcement responding to the Property.

SECTION IX. INSPECTION

Snowcap warrants that it has thoroughly and carefully inspected the Property and demised premises and accepts the same in its present condition. Snowcap agrees that the condition of the Property is sufficient for the purposes of Snowcap. The City makes no warranties or promises that the Property is sufficient for the purposes of Snowcap.

SECTION X. CITY'S RIGHT OF ENTRY

The City, its officers, agents, and employees retain the right to be on the Property during emergencies and may inspect the Property at any time without notice.

SECTION XI. MINERAL RIGHTS

AEP CONFIDENTIAL

The City retains and reserves for its sole use, lease, sale, or other disposition all oil, gas, coal and other minerals and mineral rights underlying or appurtenant to the Property, together with the rights of ingress and egress to and from the Property for the purpose of exploring, developing, mining, producing, and removing any such minerals, oil, gas, and coal. The City's exercise of rights related to the exploration, development, mining, producing, or removal of any such minerals, oil, gas, or coal shall not frustrate the purpose of this Lease. Frustration of purpose would include, without limitation, development or extraction activities that result in a modification of the watershed surrounding the Property.

SECTION XII. SURRENDER - HOLDING OVER

Should Snowcap fail, for whatever reason, to vacate the premises at the end or when this Lease is terminated, Snowcap agrees to pay to the City the sum of \$100.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$100.00 is an appropriate and agreed, liquidated damages amount.

Snowcap agrees that all fences, gates, fixtures, and other improvements of a permanent nature constructed or installed on the Property during the term of this Lease, whether by City or Snowcap, shall be and remain the sole property of the City upon termination or expiration of this Lease.

SECTION XIII. DEFAULT

Except as otherwise provided for herein, if Snowcap is in default in the performance of any term or condition of this Lease, the City shall provide Snowcap with a ninety (90) day notice to cure default. If Snowcap fails to timely remedy any default specified in the City's notice, the City shall have the right to terminate this Lease on ninety (90) days' notice.

Unless agreed in writing signed by the City, the City's failure at any time to require performance by Snowcap of any provision of this Lease shall not waive the City's right to subsequently enforce the same or any other provision or any other preceding or succeeding breach of any term or provision of this Lease. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act under this Lease.

If this Lease is terminated by the City, Snowcap shall have reasonable access to the Property for a reasonable time, not to exceed thirty (30) days, to remove Snowcap's personal property. In the event site conditions prevent access to the Property during the thirty (30) days provided for above, Snowcap shall have thirty days to remove its personal property starting

from the first day that site conditions allow access to the Property and the personal property located thereon.

Upon termination of this Lease, Snowcap shall remove all personal property from the Property and demised premises within thirty (30) days from the date of termination. If Snowcap fails to remove Snowcap's personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense, and risk of which shall be Snowcap's. Snowcap hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Snowcap. The City may also set off amounts owed under this Lease against proceeds of said sale.

SECTION XIV. ASSIGNMENT AND SUBLEASE

Snowcap is expressly authorized to assign this agreement to an affiliated entity either owned or operated by American Electric Power Corporation, a Delaware corporation, or its successors and assigns. Except as otherwise permitted by the preceding sentence, Snowcap shall not sublet, assign, or transfer any of Snowcap's interests in this Lease, or enter into any contract or agreement affecting Snowcap's interest in this Lease, without obtaining prior written approval of the City, which shall not be unreasonably withheld.

SECTION XV. DESTRUCTION

If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements or to otherwise make the premises usable or occupiable; damages shall be at Snowcap's sole and exclusive risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Snowcap may terminate this Lease by giving Snowcap's notice to the City that the Lease is terminated. The City may, however, at its election, apply the proceeds of any insurance obtained by Snowcap for this purpose, to repair the damaged improvements. If insurance proceeds are not sufficient to fully restore improvements, then the City may, instead of repairing, retain the proceeds.

SECTION XVI. HAZARDOUS SUBSTANCES

Snowcap shall not use, store, generate, treat, transport, or dispose of any hazardous substances on the Property except for the use and storage of chemicals and materials such as petroleum-based products used in normal reservoir operations. The terms "hazardous substances" shall mean any substance defined, regulated, or banned by federal, state, or local laws or regulations which might result in liabilities or responsibilities under CERCLA, RCRA,

the Clean Water Act, the Federal Water Pollution Control Act, or any other federal or state environmental protection statutes, laws, or regulations. Snowcap's use and storage of chemicals and materials such as petroleum-based products or any other product used in reservoir operations shall be in conformance with all manufacturer's instructions and all applicable federal state and local laws and regulations. Snowcap shall not dispose of such materials on the Property.

**SECTION XVII.
NO PARTNERSHIP**

It is expressly agreed that this Lease is a lease and not the formation or creation of a partnership or joint venture and the City shall not be or become responsible for any debts contracted or imposed by Snowcap.

**SECTION XVIII.
NOTICES**

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

To the City:
City of Grand Junction
Utilities Director
333 West Avenue
Building E
Grand Junction, Colorado 81501

With Copy to:
City of Grand Junction
City Attorney
250 N. 5th Street
Grand Junction, Colorado 81501

To Snowcap:
J.E. Stover & Associates, Inc
Post Office Box 1430
Palisade, Colorado 81526

With Copy to:
Hoskin Farina & Kampf, P.C.
John Justus
Post Office Box 40
Grand Junction, Colorado 81502

All notices shall be deemed given: (a) if sent by certified mail, return receipt requested, when the receiving party signs for receipt of the certified mail; (b) if delivered by hand or courier service, when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

**SECTION XIX.
PARAGRAPH HEADINGS**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

**SECTION TWENTY-ONE
GOVERNING LAW**

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this Lease or the non-performance thereof shall be in the District Court, Mesa County, Colorado. If either party takes steps to enforce this Lease, the party in whose favor this Lease is enforced shall recover costs and attorneys' fees from the other party, whether or not litigation is commenced.

**SECTION XX.
INUREMENT**

The provisions of this Lease shall not inure to the benefit of the heirs, successors and assigns of the parties hereto. The obligation of the City to proceed with the terms and conditions of this Lease is expressly subject to the Council of the City approving and ratifying this Lease within thirty (30) days of execution of this Lease by the City Manager. If such approval is not obtained within said 30-day period, then this Lease shall be of no force and effect.

**SECTION XXI.
ADDITIONAL PROVISIONS**

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

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date indicated below.

ATTEST:

City of Grand Junction

City Clerk

Date

City Manager

Date

**Snowcap Coal Company, Inc.,
a Delaware Corporation**

By: _____

DRAFT

Exhibit A
Property Description

DRAFT

Exhibit B
Snowcap and VanWinkle Sublease

DRAFT

Exhibit C
Construction Specifications and Construction Plans

DRAFT

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Agreement”) is effective as of May _____, 2022, and is between VanWinkle Ranch LLC, a Colorado limited liability company, (“VanWinkle”) and Snowcap Coal Company, Inc., a Delaware corporation (“Snowcap”).

Recitals

A. VanWinkle Ranch LLC is the lessee of lands owned by the City of Grand Junction, a Colorado home rule municipal corporation (the “City”), pursuant to that certain Somerville Ranch and Anderson Ranch Lease dated effective May 1, 2020 (“VanWinkle Lease”). The VanWinkle Lease is attached as Exhibit A.

B. The VanWinkle Lease encompasses a vast number of acres and includes the location of the former Vincient No. 2 Reservoir a.k.a. Vincent No. 2 Reservoir (“Reservoir”) and Vincient No. 2 Dam a.k.a. Vincent No. 2 Dam, Dam ID: 720319 (“Dam”), which are generally located at on the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian.

C. Snowcap plans to rehabilitate the Dam and Reservoir and lease the Reservoir and Dam from the City for a term longer than the VanWinkle Lease. Snowcap only intends to lease the Reservoir, Dam and the immediate land surrounding the same, as defined below.

D. VanWinkle desires to enter into this Agreement to sublease the Reservoir and Dam site to Snowcap and Snowcap desires to sublease the Reservoir and Dam site from VanWinkle.

NOW, THEREFORE, in consideration of the recitals, terms, covenants and conditions herein, the parties agree as follows:

1. Sublease. VanWinkle leases to Snowcap the property known as Vincient No. 2 Reservoir and the land directly surrounding it, which is more particularly described and depicted on the attached Exhibit B (the “Property”). For illustration purposes only, based on projections, the normal high-level mark of the Reservoir shall impact an area of approximately 41.3 acres and a maximum water level would impact an area of approximately 66.8 acres. If so desired, the parties can amend Exhibit B, by mutual agreement, with a surveyed description of the Property.

2. Term. The term of this Agreement shall run concurrent to the term of the VanWinkle Lease.

3. Rent. In consideration for the sublease of the Property, Snowcap shall:

- a. Allow VanWinkle access to the Property and Reservoir, once filled, for in place stock water use when Van Winkle has livestock on the property subject to the Van Winkle Lease. Van Winkle shall not otherwise pump or remove water from the Reservoir for any purpose.
- b. During rehabilitation of the Dam and Reservoir in 2022, subject to the City's approval, Snowcap shall reasonably clean out five (5) stock ponds located on the VanWinkle's leasehold. The stock ponds are depicted on the attached Exhibit C.

4. Rehabilitation and Clean Out. Snowcap or its contractors, agents, or representatives shall mobilize one time to the Property to rehabilitate the Dam. Snowcap anticipates mobilization and rehabilitation will take place in Spring or Summer of 2022. However, circumstances outside of Snowcap's control will dictate when Snowcap can mobilize to the Property. Snowcap's obligation under paragraph 3(b) shall only be performed once Snowcap has mobilized to the Property for rehabilitation purposes. Snowcap will attempt to give VanWinkle prior notice to it performing its obligation to clean out the five (5) stock ponds so that VanWinkle or its agent or representative can observe the clean out.

5. Access. Snowcap acknowledges the Property is encompassed by land owned by the City and leased by VanWinkles pursuant to the VanWinkle Lease. VanWinkle agrees to provide Snowcap reasonable access to the Property across its leased land for the term of this Agreement. Snowcap agrees to access the Property in a manner of least impact to VanWinkle's ranching operations, including closing gates, not disturbing cattleguards, and operating vehicles with care. VanWinkle and Snowcap agree that Snowcap shall access the Property on the route that is generally depicted on Exhibit C ("Access Route"). If site conditions prohibit access via the Access Route, Snowcap will use the best alternative route to access the Property in consideration of VanWinkle's operations.

6. Sublessee Obligations. Snowcap will be independently obligated by separate Agreement to the City for the maintenance and operation of the Property.

7. Purpose of Agreement. The purpose of this Agreement is for Snowcap to repair and rehabilitate, operate, fill, and maintain the Reservoir and Dam for water augmentation purposes pursuant to Colorado law and all subsequent orders of the State and Division Engineer for Water Division 5, and the District Court in and for Water Division 5.

8. Frustration of Purpose. If despite Snowcap's diligent efforts, it is unable to obtain necessary governmental approvals necessary to utilize the Reservoir to satisfy its obligations

under Colorado law and fulfill its purpose of this Agreement, including, but not limited to, failing to obtain decrees for approval of its augmentation plan or approval of this Agreement or any agreement by the City, Snowcap shall have the right to terminate this Agreement on sixty (60) days' notice. Likewise, if any governmental approval that is necessary for Snowcap to fulfill its purposes of entering this Agreement is unfavorably revised, revoked or otherwise canceled, despite Snowcap's best efforts to prevent the unfavorable revision, cancelation or revocation, Snowcap shall have the right to terminate this Agreement on sixty (60) days' notice.

9. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no representations, inducements or other provisions other than those expressed herein. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. Benefit. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

11. Notice. Any notice or document required or permitted to be delivered under the provisions of this Agreement shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, addressed to the parties at the respective addresses set forth below, or at such other address as they have specified by written notice:

<u>VanWinkle:</u>	VanWinkle Ranch, LLC Janie and Howard VanWinkle 2043 N Road Fruita, Colorado 81521
Copy to:	Dean VanWinkle pitchforkcharolais@gmail.com
<u>To Snowcap:</u>	J.E. Stover & Associates, Inc. Post Office Box 1430 Palisade, Colorado 81526
Copy to:	John Justus Hoskin Farina & Kampf, P.C. Post Office Box 40 Grand Junction, Colorado 81502

12. Captions. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provision hereof, nor in any way affect the interpretation of this Agreement.

13. Severability. If any clause or provision of this Agreement is subsequently determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Agreement shall not be affected thereby, except to the extent that the purpose of this Agreement is substantially defeated thereby.

14. Attorneys' Fees. If either party takes steps to enforce this Agreement, the party in whose favor this Lease is enforced shall recover costs and attorneys' fees from the other party, whether or not litigation is commenced.

15. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this Agreement or the non-performance thereof shall be in Mesa County, Colorado.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall be considered one legal document.

DATED the date first written above.

VanWinkle Ranch, LLC,
a Colorado limited liability company

By: _____

Snowcap Coal Company, Inc.,
a Delaware Corporation

By: _____



COLORADO
Division of Water Resources
Department of Natural Resources
Dam Safety Branch

March 15, 2022

Craig Ullmann, P.E.
Applegate Group, Inc.
PO Box 963
102 W. Bridge St.
Hotchkiss, Colorado 81419
via email: craigullmann@applegategroup.com

When replying, please refer to:
VINCIENT #2 DAM, DAMID 720319
Water Division 5, Water District 72
Construction File No. C-2119

SUBJECT: Approval of Plans and Specifications

Dear Mr. Ullmann,

Thank you for submitting plans and specifications on behalf of the Snowcap Coal Company for the rehabilitation of Vincient #2 Dam, located in Mesa County, Colorado. The proposed project entails completely rebuilding a formerly breached dam for the purposes of storing augmentation water to replace uncontrollable depletions to Rapid Creek caused by past underground mining activities, per the *Compliance Order on Consent*.

We have completed our review of the design and construction documents relative to dam construction and have found them to be acceptable for construction. We are transmitting one digital copy each of the construction plans and specifications, with approval signatures, as digitally signed PDF files. Our acceptance and approval of these documents are effective as of the date of this letter. We understand you are continuing to coordinate approval of the water rights portion of the project with our Division 5 Engineer, considered separate from this approval letter.

The construction of this project must be performed under the purview of a professional engineer registered in the state of Colorado. We direct your attention to Rule 8.2 (copy enclosed) of the Rules and Regulations concerning construction observations, coordination, and documentation activities required for this low hazard dam. Please keep Ms. Jackie Blumberg of our Grand Junction office at (303) 505-6469 and Jason Ward of our Montrose office at (970) 209-1624 informed of the construction status so they may also meet our obligations under Rule 8.

Please retain the provided digitally approved plan sheets for your records and reference and for archiving after construction. Those will need to be maintained and provided for distribution and paper document production. At the end of construction we will need you to provide a PDF file of the approved plans, with the approval signatures as well as a new signature on the as-constructed certification. Final acceptance of the construction will be contingent upon our receipt and acceptance of the "As-Constructed" plans, as well as the other requirements of Rule 8.



Craig Ullmann, P.E.
Vincient #2 Dam - Dam Rehabilitation Construction Approval Letter
DAMID 720319, Construction File No. C-2119
March 15, 2022
Page 2 of 2

We look forward to working with Applegate Group Inc. and the Snowcap Coal Company on the successful completion of this project. Please do not hesitate to call me at (719) 258-0859 if you have any questions concerning this matter or any other dam safety related issues.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hunyadi".

John Hunyadi, P.E.
Chief, Colorado Dam Safety Branch

Enc: Copy of Rule 8 of the "Rules and Regulations for Dam Safety and Dam Construction"

cc: James Heath, Division Engineer, Water Division 5
Brian Sewell, District 72 Water Commissioner
Ben Krause, Lower Colorado River Lead Water Commissioner
Jackie Blumberg, Dam Safety Engineer
Jason Ward, Design Review Engineer
Casey Koenig, ckoenig@aep.com
John Justus, jjustus@hfak.com

Vincient #2 Reservoir

Construction Specifications

March, 2022

AG File #: 21-115

DAMID: 720319

SEO Construction File #: C-2119

Water Division 5, District 72

Mesa County, Colorado

**Snowcap Coal
Company, Inc.**
P.O Box 1430
Palisade, CO 81526



SECTION 00 00 01

PROJECT TITLE PAGE

VINCIENT # 2 RESERVOIR REPAIR CONSTRUCTION SPECIFICATIONS

Dam ID:	720319
SEO Construction File:	C-2119

Water Division 5, Water District 72, Mesa County

PREPARED FOR:

Snowcap Coal Co.
PO Box 1430
Palisade, CO 81526

PREPARED BY:

APPLEGATE GROUP, INC
1490 W 121st Ave., Ste. 100, Denver, CO 80234
PHONE: (303) 452-6611; FAX: (303) 452-2759

I hereby certify that these specifications for the repair of the Vincent No. 2 Reservoir were prepared by me or under my direct supervision for the Snowcap Coal Co.

Approved on the 15th day of
March, 2022

Kevin Rein

State Engineer



Craig M. Ullmann, Colo. PE No. 38551



By: _____

John Hunyadi, Colo. PE No. 42709

Chief – Dam Safety Branch

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Work covered by Contract Documents.
 - 2. Access to Site.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Vincient #2 Reservoir Repair entails repairing the breach of the existing dam and installing new spillway with riprap and inlet/outlet works including inclined slide gate, PVC pipe, filter collar with drain system, outlet structure, staff gage, and measuring flume. The project also includes placement and compaction of stockpiled embankment materials, dam crest grading, and installation of upstream slope protection riprap using on site riprap.

1.03 ACCESS TO SITE

- A. Project is generally located at Vincient # 2 Reservoir which is approximately 7 miles Southeast of the Town of Palisade in Mesa County, Colorado. The project site is located at the following approximate latitude and longitude: 39.058337, -108.238903.
- B. Project site is not a secured site.
- C. Access is by dedicated highways, Forest Service roads and prescriptive Right-of-Way.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 13

CONTRACTOR'S USE OF PREMISES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Access to Site.
 - 2. Security Measures.
 - 3. Public Safety Measures.

1.2 ACCESS TO SITE

- A. Comply with security policies of OWNER and the City of Grand Junction (Property Owner)
- B. CONTRACTOR may use lands shown in Contract Documents and identified during Preconstruction Conference for staging, storage, lay down and employee parking.
 - 1. If available lands are not adequate, acquire use of additional land by lease or licensing with area property owners with ENGINEER prior approval, and provide ENGINEER with copies of lease or license.
- C. Operations shall be confined to those permitted by local laws, ordinance and permits, and meet the following requirements:
 - a. Do not unreasonably encumber site with materials or equipment
 - b. Assume full responsibility for protection and safekeeping of products stored on premises
 - c. Move any stored products which interfere with operations of the PROPERTY OWNER, or may impact public safety
 - d. Obtain and pay for use of additional storage or work areas needed for operations
- D. The CONTRACTOR must maintain all of his construction activities within the PROPERTY OWNER's property and/or construction easements and limits of the project, or other stated areas, unless permits and/or written permission are obtained by the CONTRACTOR, from appropriate authorities or private property owners, outside of these areas. CONTRACTOR may fence all easements and immediate work areas. The temporary permits must be secured and paid for by the CONTRACTOR at no extra cost to the OWNER. Any temporary permits secured must be in writing and a copy of same provided to the ENGINEER.
- E. CONTRACTOR must implement Good Housekeeping Practices for entire duration of construction. (Refer to SECTION 01 74 50 – ENVIRONMENTAL CONTROLS)

1.3 SECURITY MEASURES

- A. CONTRACTOR'S TOOLS AND EQUIPMENT
 - 1. Provide lockable storage container for tools that will be stored on site.
 - 2. OWNER and Property Owner are not responsible for lost or stolen tools.
- B. OWNER and Property Owner are not responsible for any damage to CONTRACTOR's tools and equipment while left unattended.

1.4 PUBLIC SAFETY MEASURES

- A. Construction Vicinity

1. Orange construction fencing shall be placed around excavated areas that must be left open overnight.
2. Cones, signs, fencing, or other highly visible warnings shall be used during construction to prevent unauthorized public access in immediate vicinity of construction work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 50

SEO NOTIFICATION

PART 1 GENERAL

1.1 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
 - 1. Rules and Regulations for Dam Safety and Dam Construction

1.2 SEO NOTIFICATION

- A. The State Engineer's office (SEO) shall be notified by the OWNER's representative for any design or Specification changes in accordance with Rule 8.2.5 of the SEO's Rules and Regulations. Written approval will be required from the SEO for any significant changes to the Plans and Specifications. Minor changes, as determined by the State Engineer, may be approved verbally by the SEO.
- B. Approved Plans and Specifications shall not be materially changed, by any party, without written approval of the State Engineer.
- C. The OWNER's representative shall give the SEO at least five days advance notice of any work requiring inspection by the SEO as identified in the pre-construction meeting in accordance with Rule 8.2.4 of the SEO's Rules and Regulations.
- D. The State Engineer has the authority to require the material used and the work of construction to be accomplished according to the Rules and Regulations set forth by the SEO and that construction shall not be considered complete until the State Engineer has accepted the same in writing.
- E. The OWNER's ENGINEER will monitor the quality of construction as specified in Rule 8 of the SEO's Rules and Regulations. The ENGINEER monitoring the construction for the OWNER is responsible for the quality of construction, compliance with the approved design and specification, preparation of the necessary documentation for the State Engineer's review and approval of all construction change orders, and preparation of the project completion documents required in Rule 9.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Prepare detailed schedule of all construction operations and procurements to be reviewed by parties attending the preconstruction conference.
2. Schedule shall be approved by the OWNER and ENGINEER prior to Notice to Proceed.

1.2 FORMAT AND SUBMISSIONS

- A. Prepare construction and procurement schedules in a graphic format suitable for displaying scheduled and actual progress.

1.3 CONTENT

A. Construction Progress Schedule

1. Show the complete work sequence of construction by activity and location.

1.5 OWNER'S RESPONSIBILITY

- A. OWNER's review is only for the purpose of checking conformity with the Contract Documents and assisting CONTRACTOR in coordinating the Work with the needs of the Project.
- B. It is not to be construed as relieving CONTRACTOR from any responsibility to determine the means, methods, techniques, sequences, and procedures of construction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 10

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction photographs.
 - 2. Record Documents.
 - 3. Periodic site observation.
- B. Related Sections:
 - 1. SECTION 01 77 00 - CONTRACT CLOSEOUT

1.2 CONSTRUCTION PHOTOGRAPHS

- A. Take photographs at major phases of construction
 - 1. Submit monthly in JPEG format via email.

1.3 RECORD DOCUMENTS

- A. Quality Assurance:
 - 1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
 - 2. Accuracy of Records:
 - a. Coordinate changes within record documents, make legible and accurate entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change.
 - b. Document factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.
 - 3. Make entries within 24 hours after receipt of information that change in Work has occurred.

1.4 PERIODIC SITE OBSERVATION

- A. ENGINEER will make site observation to verify that construction is in conformance with the approved construction plans and specifications.
- B. OWNER's personnel on official business may visit site to monitor progress.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 MAINTENANCE OF RECORD DOCUMENTS

- A. General:
 - 1. Promptly following commencement of Contract Time, secure from ENGINEER at no cost to CONTRACTOR, one complete set of Contract Documents.
 - 2. Label or stamp each record document with title, "Record Documents," in neat large printed letters.
 - 3. Record information concurrently with construction progress.
 - 4. Do not cover or conceal Work until required information is recorded.
- B. Preservation:

1. Maintain documents in clean, dry, legible condition and in good order.
 2. Do not use record documents for construction purposes.
 3. Make documents available at all times for observation by ENGINEER.
- C. Entries on Drawings:
1. Date entries.
 2. Use erasable colored pencil; clearly describe change by graphic line and note as required.
 3. Call attention to entry by "cloud" drawn around area or areas affected.
 4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Location of existing facilities, piping, equipment, and items critical to interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and ENGINEER's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
 5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, centerline of each run of items such as are described in previous subparagraph above.
 - a. Clearly identify item by accurate note such as "cast iron drain," "galv. water," and like.
 - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.
 6. Specifications: Legibly mark and record for each product description of actual product installed if differs from that specified, including:
 - a. Manufacturer, trade name, and catalog model number of each product and item of equipment actually installed.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Submittal schedule.
 - 3. Administrative submittals.
 - 4. Shop Drawings and Samples.
 - 5. Product data.
 - 6. Quality control submittals.
 - 7. Contract closeout submittals.
 - 8. Action on submittals.
- B. Related Sections:
 - 1. SECTION 01 77 00 - CONTRACT CLOSEOUT
- C. Related Documents:
 - 1. Transmittal of CONTRACTOR's Submittal

1.02 SUBMITTAL PROCEDURES

- A. Direct inquires to ENGINEER regarding procedure, purpose, or extent of Submittal.
- B. Schedule and make submissions in accordance with requirements of individual Specification Sections and in such sequence as to cause no delay in Work or in work of other Contractors.
- C. Identification of Submittals:
 - 1. Complete, sign, and transmit with each submittal package one Transmittal of CONTRACTOR's Submittal Form.
 - 2. Identify each submittal with following numbering system:
 - a. Sequentially number each submittal.
 - b. Number resubmittals with original number and an alphabetic suffix.
 - 3. Format submittals in an orderly manner, indexed with labeled tab dividers.
 - 4. Show date of submission.
 - 5. Show Project title and OWNER's contract identification and contract number.
 - 6. Show names of CONTRACTOR, Subcontractor or supplier, and manufacturer as appropriate.
 - 7. Identify Contract Document section and paragraph to which submittal applies.
 - 8. Identify submittal type; submit only one type in each Submittal package.
 - 9. Identify each deviation or variation from Contract Documents.
- D. Revise and resubmit submittals when required; identify changes made since previous submittal.
- E. For each submittal, allow 7 days for ENGINEER's review, excluding delivery time to and from CONTRACTOR, unless otherwise specified. Resubmittals will be subject to same review time.
- G. Schedule submittals to expedite Project and deliver to ENGINEER. Coordinate submittal of related items.
- H. Schedule Delays:
 - 1. Adjustment of Contract Times or Price due to ENGINEER's review of Submittals will only be allowed if all following criteria are met:
 - a. CONTRACTOR has notified ENGINEER in writing that timely review of submittal in question is critical to progress of Work, and has received ENGINEER's written acceptance to reflect such. Written agreement by ENGINEER to reduce submittal

review time will be made only for unusual and CONTRACTOR-justified reasons. Acceptance of progress schedule containing submittal review times less than specified or less than agreed to in writing by ENGINEER will not constitute ENGINEER's acceptance of review times.

- b. ENGINEER has failed to review and return first submission of submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 20 days after receipt.
 - c. CONTRACTOR demonstrates that delay in progress of Work is directly attributable to ENGINEER's failure to return submittal within time indicated and accepted by ENGINEER.
2. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of submittals, including multiple resubmissions.

1.03 ADMINISTRATIVE SUBMITTALS

- A. Description: Submittals that are not shop drawings, samples, or product data and do not reflect quality of product or method of construction.
- B. Number of Copies: One.
- C. Applications for Payment: Refer to SECTION 01 29 00.
- D. Provide submittals required by Laws, Regulations, and Governing Agencies:
 1. Promptly submit notifications, reports, certifications, payrolls, and other items as required, directly to applicable federal, state, or local governing agency or their representative.
 2. Transmit to ENGINEER for OWNER's records one copy of correspondence and transmittals including enclosures and attachments between CONTRACTOR and governing agency. Do not include any correspondence or transmittals that would be an invasion of privacy between CONTRACTOR and its employees.

1.04 SHOP DRAWINGS AND SAMPLES

- A. Submit Shop Drawings and Samples to ENGINEER as required by individual Specification Sections.
- B. Present in clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents.
- C. Number of Copies:
 1. Shop Drawings: One.
 2. Samples: One, unless otherwise specified in individual Specification Sections.
- D. Identify:
 1. Pertinent drawing sheets and detail numbers, products, units and assemblies, and system or equipment identification or tag numbers.
 2. Critical field dimensions and relationships to other critical features of Work.
 3. Samples: Source, location, date taken, and by whom.
 4. Each deviation or variation from Contract Documents.
 5. Equipment and Component Titles: Identical to title shown on Drawings.
 6. Manufacturer's standard schematic drawings and diagrams:
 - a. Modify to delete information that is not applicable to Work.
 - b. Supplement standard information to provide information specifically applicable to Work.
- E. Design Data: Show calculations, dimensions, assumptions, referenced standards, and codes upon which design is based.

1.05 PRODUCT DATA

- A. Clearly mark each copy to identify pertinent products or models and show performance

characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorages, and supports required.

- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Copies: Submit One.

1.06 CONTRACT CLOSEOUT SUBMITTALS

- A. Submit in accordance with SECTION 01 77 00.

1.07 ACTION ON SUBMITTALS

- A. Distribution of reviewed submittals:
 - 1. One copy each to ENGINEER and Construction Project Manager.
 - 2. Remaining copies returned to CONTRACTOR.
- B. ENGINEER will review, mark, and stamp as appropriate and distribute marked-up copies as noted:
 - 1. *No Exceptions Taken:*
 - a. Final Unrestricted Release: Where submittals are marked as "No Exception Taken," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on compliance.
 - 2. *Make Corrections Noted:*
 - a. Final-but-Restricted Release: When submittals are marked as "Make Corrections Noted," Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and Contract Documents. Acceptance of Work depends on compliance. Re-submittal not required.
 - 3. *Revise and Resubmit:*
 - a. Returned for Re-submittal: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress.
 - 4. *Submit Specific Item(s):*
 - a. Submit Specific Item: When submittals are marked "Submit Specific Item(s)," do not proceed with work covered by submittal.
 - b. Prepare new submittal for specific item product or material.
 - 5. *Other:*
 - a. Perform requests as noted.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Regulatory Requirements.
 - 2. Workmanship.
 - 3. Responsibilities of CONTRACTOR.
 - 4. Coordination.

1.2 REGULATORY REQUIREMENTS

- A. Concrete:
 - 1. American Concrete Institute 318 – Building Code Requirements for Structural Concrete and Commentary

1.3 WORKMANSHIP

- A. Perform work to highest level of workmanship and detail possible.
- B. Meticulous work and high attention to detail regarding mechanical components, measurements, assembly, and other activities covered by Contract Documents is expected.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

- A. Implement and conduct quality control program that will ensure timely and cost-effective completion of this project in conformance with Contract Documents.
- B. Cooperate with OWNER in accommodating OWNER-furnished material, furnishings, equipment and its installation and OWNER's construction review.
- C. Establish on-site lines of authority and communication.
 - 1. Attend meetings.
 - 2. Utilize sequentially numbered and dated forms to document requests for information and clarification.
- D. Provide and maintain competent staff of experienced construction, administrative and supervisory personnel in sufficient numbers to meet contract completion date.
- E. Provide and designate competent, experienced person to perform quality control reviews of Work.
- F. Responsibilities of quality control reviewer:
 - 1. Review work by CONTRACTOR.
 - 2. Verify that Work is ready for ENGINEER's review.
 - 3. Schedule reviews with ENGINEER.
 - 4. Be responsible in conjunction with CONTRACTOR's superintendent for correction of non-conforming work.
- G. If CONTRACTOR fails to provide competent and experienced person to perform quality control reviews, OWNER will retain services of required staff and deduct their fees from periodic progress payments due to CONTRACTOR.
- H. Furnish detailed time schedule of operations for work on Project. Monitor schedule as work progresses and revise schedule at appropriate intervals, or as requested by ENGINEER, to reflect actual progress.

- I. CONTRACTOR shall provide OWNER, ENGINEER, and STATE ENGINEER OFFICE PERSONNEL proper and safe access to the site for their observation, inspection, and testing. CONTRACTOR shall cooperate with inspection and testing personnel to facilitate any inspections and tests by the OWNER, ENGINEER, or STATE ENGINEER OFFICE PERSONNEL

3.2 COORDINATION

- A. Carefully review Contract Documents and report to ENGINEER any error, omission, conflict, inconsistency, or code violation discovered.
- B. Require Subcontractors to comply with requirements of Contract Documents.
- C. Await written instructions prior to correcting conflicts or problems identified.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submittals.
 - 2. Mobilization.
 - 3. Permits.
 - 4. Temporary Utilities.
 - 6. Protection of Work and Property.
 - 6. Temporary Controls
 - 7. Storage Yards and Buildings.
 - 8. Parking Areas.
 - 9. Progress Cleaning.
- B. Related Documents:
 - 1. General Conditions
 - 2. In following paragraph, include Sections used for this Project.

1.02 REFERENCES

- A. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- B. ANSI Z60.1, American Standard for Nursery Stock.
- C. UDFCD, Drainage Criteria Manual, Volume 3.

1.03 MOBILIZATION

- A. Mobilization includes as minimum:
 - 1. Obtaining required permits.
 - 2. Moving CONTRACTOR's equipment required for operations onto site.
 - 3. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
 - 4. Posting OSHA required notices and establishing safety programs and procedures.
 - 5. Having CONTRACTOR's superintendent at site full time.
 - 6. Providing CONTRACTOR field offices, if necessary.

1.04 PERMITS

- A. OWNER will obtain the necessary US Army Corp of Engineers Permit and secure the necessary approvals from the City of Grand Junction for use of the site
- B. Apply for and conform to additional permits as required by local, state and federal agencies.
- C. Permits:
 - 1. Submit applications for permits prior to commencing work.
 - 2. Send copies of applications to OWNER and ENGINEER
 - 3. Provide copies of approved permits to OWNER and keep original on site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 TEMPORARY UTILITIES

- A. Power:
 - 1. Electric power will not be available from OWNER at site.
 - 2. Provide temporary electrical service approved by ENGINEER, as needed.
- B. Water:
 - 1. Include costs to transport water to construction areas, if required.
 - 2. Provide temporary facilities and piping required to bring water to point of use, and remove when no longer needed.
 - 3. No potable water is available at site. Make arrangements for and bear costs of providing water required for drinking by construction personnel during project construction.
- E. Sanitary and Personnel Facilities:
 - 1. Provide and maintain facilities for ENGINEER's personnel, CONTRACTOR's employees, Subcontractors, and other onsite construction personnel.
 - 2. Service and clean twice weekly, or as necessary; maintain facilities and enclosures.
- F. Fire Protection: In accordance with NFPA No. 241.

3.02 PROTECTION OF WORK AND PROPERTY

- A. General:
 - 1. OWNER provides right-of-way, easement or project site for permanent access or permanent construction for project.
 - 2. Additional access, access right-of-way, construction areas, or additional needed land involved in construction of this project is responsibility of CONTRACTOR.
 - 3. Land owned by OWNER may be used as site headquarters, storage yard, or base of operations provided that use of said land meets requirements and restrictions imposed by OWNER at time of usage.
 - 4. Remove waste materials from area and dispose of offsite.
 - 5. Restore areas outside project used by CONTRACTOR to original condition on completion of construction.
 - 6. Perform Work within OWNER's property in systematic manner that minimizes inconvenience to OWNER and public.
 - 7. Do not block access to OWNER's property from vehicular traffic.
 - 8. Do not place solvents, non-food grade greases and oils, and other deleterious materials in potable water area. If Work requires equipment that utilizes deleterious materials, submit Containment Plan to ENGINEER for approval.
- B. Finished Construction: Protect finished surfaces from damage by construction operations.
- C. Waterways: Keep ditches, culverts, and natural drains continuously free of construction materials and debris.
- D. Dewatering:
 - 1. Construct, maintain, and operate cofferdams, channels, slurry trenches, flume drains, sumps, pumps, and other temporary diversion and protection measures.
 - 2. Install, maintain, and operate pumps and other equipment for environmentally safe removal and disposal of water.
 - 3. Maintain excavations, foundations, and structures free from water.
- E. Archaeological Finds:
 - 1. If archaeological or paleontological finds are made within limits of site, notify ENGINEER immediately.
 - 2. Continue Work in other areas without interruption.

3.03 TEMPORARY CONTROLS

- A. Air Pollution Control:
 - 1. Minimize air pollution from construction operations.
 - 2. Burning of waste materials, rubbish, or other debris is not permitted on or adjacent to site.
- B. Water Pollution Control:
 - 1. Obtain stormwater permit for Project, including development of Stormwater Management Plan, in accordance with requirements of Colorado Department of Public Health and Environment, and Mesa County.
- C. Erosion, Sediment, and Flood Control:
 - 1. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect Work and existing facilities from flooding during construction.
 - 2. Install and maintain silt fencing between construction activities and drainage channel until revegetation is established.
 - 3. Provide straw bale and/or coir logs protection to stormwater inlets affected by construction.

END OF SECTION

SECTION 01 71 00

SITE CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. The CONTRACTOR acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon access to the site; handling, storage, and disposal of materials; availability of water, electricity and roads; uncertainties of weather, river stages, water flow rates and levels in irrigation ditches and canals or similar physical conditions at the site; the conformation and conditions of the ground; the equipment and facilities needed preliminary to and during the execution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The CONTRACTOR further acknowledges that they have satisfied themselves as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the OWNER or included in these Documents. Failure by the CONTRACTOR to acquaint themselves with the physical conditions of the site and all the available information will not relieve them from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The CONTRACTOR warrants that as a result of his examination and investigation of all the aforesaid data that they can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless such representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility therefore is assumed by the OWNER.

PART 2 PRODUCTS

2.1 INFORMATION ON SITE CONDITIONS

- A. Any information obtained by the ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, and similar data will be available for inspection, as applicable, at the office of the ENGINEER upon request. Such information is offered as supplementary information only. Neither the ENGINEER nor the OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.
 1. Differing Subsurface Conditions:
 - a. In the event that the subsurface or latent physical conditions are found materially different from those indicated in these Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the ENGINEER in writing of such changed conditions.
 - b. The ENGINEER will investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the ENGINEER. If the ENGINEER finds that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performing the work, the ENGINEER will recommend to the OWNER the amount of adjustment in cost and time they considers reasonable. The OWNER will

make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

2. Underground Utilities:
 - a. No known Utilities exist on site

PART 3 EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- B. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.
- C. If the CONTRACTOR while performing the Contract discovers utility facilities not identified in the Drawings or Specifications, they shall immediately notify the OWNER, utility, and the ENGINEER in writing.
- D. The CONTRACTOR shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.

3.2 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered that prevent the construction, and that are not properly shown on the Drawings, notify the ENGINEER before continuing with the construction in order that the ENGINEER may make such field revision as necessary to avoid conflict with the existing structures. If the CONTRACTOR shall fail to so notify the ENGINEER when an existing structure is encountered, and shall proceed with the construction despite the interference, they shall do so at their own risk.

3.3 EASEMENTS

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the OWNER. Easements will provide for the use of the property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the OWNER. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The CONTRACTOR shall confine his construction operations to within the easement limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR as specified herein. The CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the ENGINEER, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR or where the CONTRACTOR's operations, for any reason, have not been kept within the construction right-of-way obtained by the OWNER.
- B. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be

delayed, the CONTRACTOR shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.

3.4 LAND MONUMENTS

- A. The CONTRACTOR shall notify the ENGINEER of any existing Federal, State, City, County, and private land monuments encountered. Private monuments shall be preserved, or replaced by a licensed surveyor at the CONTRACTOR's expense. When Government monuments are encountered, the CONTRACTOR shall notify the ENGINEER at least two (2) weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

END OF SECTION

SECTION 01 71 23

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Survey.
 - 2. Construction layout.
 - 3. Field Engineering.
 - 4. Reference and coordinate points.
 - 5. Construction lines and grades.
 - 6. Supplemental Information.

1.03 SURVEY

- A. Perform surveys that are necessary to lay out structure and pipeline lines, alignments, grades and elevations from control points.
- B. ENGINEER may review and or verify CONTRACTOR-established lines, grades, and elevations by surveys. Provide access to project work for these surveys.
- C. Reviews or surveys performed or requested by ENGINEER shall not relieve CONTRACTOR's responsibility for correct lines, grades, elevations and structure layout.

1.04 CONSTRUCTION LAYOUT

- A. Perform construction layout using qualified, competent personnel.
- B. Stake pipelines at horizontal points of intersection (PI's), grade changes and at 50 foot intervals or less.
- C. Make survey data available for review throughout construction time period.

1.05 REFERENCE AND COORDINATE POINTS

- A. Protect and preserve reference points and benchmarks.
- B. Report damaged or destroyed reference points and benchmarks to ENGINEER.
 - 1. ENGINEER will reestablish damaged, moved, altered, or destroyed reference benchmarks and coordinate points.
 - 2. If damaged, moved, altered, or destroyed by CONTRACTOR, cost of reestablishing such points shall be borne by CONTRACTOR.
 - 3. ENGINEER is not responsible for increased costs or delays to CONTRACTOR relating to reference points or benchmarks that are damaged, moved, altered, or destroyed by CONTRACTOR or its Subcontractors, suppliers, agents, or employees or other contractors working on site.
- C. Report potential errors in reference points or benchmarks to ENGINEER.
 - 1. Discontinue use of reference points or benchmarks alleged to be in error until accuracy of points can be verified.
 - 2. Claims for extra compensation for alteration or reconstruction allegedly due to errors in reference points or benchmarks will not be allowed unless original reference points and

bench marks still exist or substantiating evidence proving error is furnished by CONTRACTOR, and unless CONTRACTOR has reported such errors to ENGINEER as specified hereinbefore.

- D. Use of control monuments for construction surveying, other than those shown on Drawings or furnished by or approved by ENGINEER, is prohibited.

1.06 Submittals

- A. CONTRACTOR shall perform an As-Built survey of all construction features including, but not limited to, dam crest geometry, embankment geometry, spillway invert, new outlet features, instrumentation, survey monuments, conduit inverts, drain inverts, and structure inverts. As-Built survey shall be submitted to the ENGINEER and OWNER and incorporated into the Record Drawings as appropriate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION LINES AND GRADES

A. CONTRACTOR:

1. Make and maintain points and lines in connection with surveys required.
2. Provide string lines along centerline offset line from which line and grade of pipeline can be controlled and monitored.
3. Preserve line and grade stakes and markers set by ENGINEER, until otherwise authorized.

END OF SECTION

SECTION 01 74 50

ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. The work of this section consists of obtaining permits and providing environmental controls consistent with regulatory permits through the duration of the work required under this project.

PART 2 PRODUCTS (NONE)

PART 3 EXECUTION

3.1 PRESERVATION OF NATURAL FEATURES

- ###### A.
- Confine operations as much as possible. Exercise special care to maintain natural surroundings in an undamaged condition. Within the work limits, barricade trees, rock outcroppings, and natural features to be preserved.

3.2 HOUSEKEEPING

- ###### A.
- Keep project neat, orderly, and in a safe condition at all times. Store and use equipment, tools, and materials in a manner that does not present a hazard. Immediately remove all rubbish. Do not allow rubbish to accumulate. Provide on-site containers for collection of rubbish and dispose of it at frequent intervals during progress of work.

3.3 DISPOSAL

- ###### A.
- Disposal of Waste (Unsuitable) Materials: All material determined by the ENGINEER to be waste will be disposed of in approved landfill in a manner meeting all regulations. Dispose of waste materials, legally, at public or private dumping areas. Do not bury wastes inside of the limits of construction. All costs for dump fees, permits, etc., to be borne by the CONTRACTOR.
- ###### B.
- Disposal of Garbage and Other Construction Materials: Provide sanitary containers/dumpsters and haul away contents such that no overflow exists.
- ###### C.
- The CONTRACTOR is to immediately inform ENGINEER of any hazardous materials encountered during construction. Dispose of waste materials legally at private or public facilities.

3.4 BURNING

- ###### A.
- No burning of debris will be permitted.

3.5 PERMITS

- ###### A.
- All work must be performed in accordance with all applicable regulatory permits. If necessary, it shall be the responsibility of the CONTRACTOR to obtain a Groundwater Discharge (402) Permit from the Colorado Department of Public Health and Environment for any dewatering operations that will be discharged into any drainageways, open channels, or irrigation ditches. The CONTRACTOR shall be responsible for any testing required under the 402 Permit.
- ###### B.
- It shall be the responsibility of the CONTRACTOR to obtain all applicable permits.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Submittals
 - 2. Final cleaning
- B. Related Documents:
 - 1. General Conditions
- C. Related Sections:
 - 1. SECTION 32 92 00 - SITE RECLAMATION
- D. General:
 - 1. Upon completion of closeout activities, submit Application for Final Payment and completed Final Payment Release Form as provided in the Contract.
 - 2. Upon completion of closeout activities, ENGINEER will issue a Notice of Acceptability of Work (Final Completion).

1.2 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
 - 1. Rules and Regulations for Dam Safety and Dam Construction

1.3 SUBMITTALS

- A. Quality Control Submittals: Written procedures for maintaining and markup of Record Documents.
 - 1. Submit in accordance with SECTION 01 33 00.
- B. Contract Closeout Submittals: Submit in accordance with the Contract and individual Specification Sections.
 - 1. Project Record Documents
 - 2. Red-lined as-built drawings (a.k.a. "Drawings of Record" or "Record Drawings")
 - 3. Operation and Maintenance Data
 - 4. Bonds, Warranties, and Service Agreements
 - 5. Consent of Surety to Final Payment
 - 6. Releases or Waivers of Liens and Claims
 - 7. Releases from Agreements
 - 8. Final Application for Payment
 - 9. Spare Parts and Special Tools

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CLOSING OUT THE PROJECT

- A. CONTRACTOR advises the ENGINEER in writing that he has reached "Substantial Completion" and provides a list of items to be completed or corrected.
 - 1. Closeout may be conducted by areas or portions of the work if requested by the OWNER.
- B. ENGINEER inspects the work to determine if it is substantially complete and issues a Certificate of Substantial Completion plus a "Punch List" of items to be completed or corrected.
 - 1. Substantial Completion – Definition
 - a. All Work must be ready to serve its intended purpose.
- C. CONTRACTOR completes and/or corrects all punch list items and notifies the ENGINEER in writing that his work is ready for final inspection. At this time, a final application for payment is submitted.
- D. ENGINEER and SEO PERSONNEL will make final inspection. When the work is found to be acceptable under the Contract Documents, and the Contract fully performed, the ENGINEER will issue a final Certificate for Payment.
 - 1. Final Completion – Definition
 - a. All Work must be complete for Final Completion, including Final Cleaning.
 - 1) See 3.2 of this SECTION.
 - b. Contract Closeout Submittals must be received by ENGINEER
 - 1) See 1.3.B of this SECTION.
- E. Project will not be considered complete by the SEO until SEO PERSONNEL have performed final inspection in accordance with Rule 8.2.6 of the SEO's Rules and Regulations.
 - 1. See 3.1.D of this SECTION
- F. Storage of water shall not be permitted until ENGINEER has submitted construction completion documents to the SEO in accordance with Rule 8.3.1 of the SEO's Rules and Regulations.

3.2 FINAL CLEANING

- A. At completion of Work and prior to notice of Substantial Completion, remove tools, equipment, surplus materials, debris, and temporary construction from premises.
- B. Leave Work and adjacent areas in clean condition.
- C. Remove grease, dirt, dust, paint, stains, and other foreign materials resulting from Work under this Contract from street surfaces and surrounding areas.
- D. Repair damage to any surface or substrate caused by construction activities.
- E. Regrade Construction access routes to match adjacent, undisturbed areas.
- F. Remove Vehicle Tracking Control, regrade and reseed with native mix to match adjacent undisturbed areas.
- G. Repair, patch, and touch up marred surfaces to match adjacent surfaces.
- H. Leave watercourses, gutters, and ditches open and clean.
- I. Haul waste from job site to approved disposal area.
- J. Return areas to condition specified in SECTION 32 92 00.

END OF SECTION

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CONTRACT CLOSEOUT

SECTION 03 21 00

REINFORCING STEEL

GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Reinforcing steel.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 117 - Standard Specification Tolerances for Concrete Construction and Materials.
 - 2. 315 - Details and Detailing of Concrete Reinforcement.
- B. American Society for Testing and Materials (ASTM):
 - 1. A 82/A 82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - 2. A 185/A 185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - 3. A 497/A 497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - 4. A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- C. Concrete Reinforcing Steel Institute (CRSI):
 - 1. Manual of Standard Practice.
 - 2. Placing Reinforcing Bars.
- D. American Welding Society (AWS):
 - 1. D1.4 - Structural Welding Code - Reinforcing Steel.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Reinforcing steel:
 - 1. Store off the ground.
 - 2. Protect from oil or other materials that are detrimental to steel or the bonding capability of the reinforcing bar.
 - 3. Protect from mechanical injury.
 - 4. Rust, seams, surface irregularities, or mill scale, will not be cause for rejection provided that the weight and height of deformations of the hand-wire-brushed test specimen are not less than the applicable ASTM Specification.
- B. Do not drop or drag bars.

PART 2 PRODUCTS

2.01 REINFORCING STEEL

- A. Bar steel reinforcement: Deformed type, ASTM A 615, (AASHTO M31) and Grade 60.

2.02 TIE WIRE

- A. Standard tie wire:
 - 1. Sources: American Wire Tie, Inc., Mar-Mac Wire Inc.
 - 2. Description: 16 gauge wire tie.
- B. Tie wire in contact with inside face of water retaining structures: 16 gauge stainless steel.

2.03 BAR SUPPORTS

- A. General:
 - 1. Bar supports and spacing in accordance with CRSI Manual of Standard Practice, Chapter

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REINFORCING STEEL

- 3; a maximum of four feet or as required by the Drawings.
 2. Metal chairs: Stainless steel, zinc coated steel, steel epoxy coated after fabrication, or uncoated steel with approved plastic tipped legs with minimum 1/2-inch of lower end of legs plastic coated.
- B. Floor Slabs:
1. Use coated steel chairs in applications where the bottom of the slab will be exposed. Either coated or uncoated may be used in other applications.
 2. Composite chairs are not acceptable.
 3. When required, staple chair on the bearing pad:
 - a. 1/4-inch thick exterior grade plywood.
 - b. Approximately 5 inches square.

PART 3 EXECUTION

3.01 FABRICATION

- A. Fabrication tolerances for straight and bent bars: In accordance with the requirements of Subsection 4.3, Tolerance, of American Concrete Institute Standard 315 and CRSI Manual of Standard Practice.

3.02 BENDING

- A. Reinforcing bars shall be bent cold to shapes shown on the Drawings, and unless otherwise approved, bends shall conform to the requirements of ACI 315. All bending dimensions shall be out to out of bar.
- B. Bars partially embedded in concrete shall not be field bent except as shown on the Drawings.
- C. Bars shall not be bent or straightened in a manner that will injure the material.

3.03 PLACING AND FASTENING

- A. Place, fasten, splice and support reinforcing steel and wire mesh or bar mat reinforcement in accordance with the Drawings and the CRSI Recommended Practice for Placing Reinforcing Bars.
- B. Place reinforcement within the tolerances provided in ACI 117.
- C. When placed in the Work, the reinforcing bars shall be free from dirt, loose mill scale, paint, oil, loose rust, or other foreign substance.
- D. Accurately place steel reinforcement in positions shown on the Drawings and hold firmly during the placing and setting of concrete by means of spacer strips, stays, metal chairs or other approved devices or supports.
 1. Precast concrete bricks or other types of bricks are not permitted for the support of reinforcement in footings, slabs or any other part of Work.
 2. Space chair and bolster supports for slabs and walls at maximum 4 foot centers unless otherwise shown in the Drawings.
 3. Unless otherwise provided, use bar steel reinforcement to support the top layers of reinforcing.
 4. After form removal, clip staple tails from the staples used to attach bar supports to wall and roof form.
 5. Provide one row of continuous bar chairs for support under each row of bar splices.
- E. Tie bars securely at intersections, except where spacing is less than one foot in each direction, when alternate intersections shall be tied.
 1. The tying of steel by spot welding is not permitted.
 2. Bend tie wire to prevent tie wire from being closer than one inch from the surface of concrete.
 3. Bundle bars: Tie together at maximum 6 foot centers.

3.04 SPLICING

- A. Bar steel reinforcement shall be furnished in full lengths indicated on the Drawings.
- B. The splicing of bars, except where shown on the Drawings, will not be permitted without written acceptance.
- C. Stagger splices at the minimum distance required for lapped splice in bar.
- D. When permission is granted to splice bars, other than those shown on the Drawings, provide the additional material required for lap at no additional expense to the OWNER.
- E. Splices will not be permitted at points where the section is not sufficient to provide a minimum distance of 2 inches between the splice and the nearest adjacent bar or surface of concrete.
- F. Sheets of mesh or bar steel reinforcement shall overlap each other sufficiently to maintain uniform strength and shall be securely fastened at ends and edges. Minimum edge lap: one mesh in width.
- G. When required or permitted in writing by the ENGINEER, a mechanical connection may be used to splice reinforcing steel bars or as a substitution for dowel bars.
- H. Splices of lap reinforcement shall be full-contact splices.

3.05 PREPARATION

- A. The placing and securing of the reinforcement in any unit or section shall be accepted by the ENGINEER before any concrete is placed in any such unit or section.

3.06 REINFORCING STEEL PLACEMENT REVIEW

- A. A minimum of 24 hours prior to concrete placement, a final review of reinforcing steel placement for footings, slabs, columns, and walls of structures, will be performed by the ENGINEER.
- B. Perform a quality control review prior to the ENGINEER's final review in order to determine the acceptability, completeness, and clean-up of any sub-contractors work and overall readiness of the Work for the final review.
- C. If the CONTRACTOR has proceeded to place forms prior to the final review, the CONTRACTOR will be required to remove sufficient forms to permit the visual review of the reinforcing steel and appurtenances such as reinforcing steel supports, chairs, and ties at no cost to the OWNER.

END OF SECTION

SECTION 03 30 00

CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Concrete.
- B. Related Sections:
 - 1. SECTION 03 21 00 - REINFORCING STEEL
 - 2. SECTION 03 39 00 - CONCRETE CURING

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
 - 3. 301 - Specifications for Structural Concrete.
 - 4. 302.1R - Guide for Concrete Floor and Slab Construction.
 - 5. 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 - 6. 305 - Hot Weather Concreting.
 - 7. 306 - Cold Weather Concreting.
 - 8. 309 - Guide for Consolidation of Concrete.
 - 9. 347R - Guide to Formwork for Concrete.
- B. American Society for Testing and Materials (ASTM):
 - 1. C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. C 33 - Standard Specification for Concrete Aggregates.
 - 3. C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. C 88 - Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - 5. C 94 - Standard Specification for Ready-Mixed Concrete.
 - 6. C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregate.
 - 7. C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 8. C 150 - Standard Specification for Portland Cement.
 - 9. C 192 - Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
 - 10. C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 11. C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 12. C 295 - Standard Guide for Petrographic Examination of Aggregates for Concrete.
 - 13. C 311 - Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete.
 - 14. C 494 - Standard Specification for Chemical Admixtures for Concrete.
 - 15. C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - 16. C 1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar Bar Method).

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- C. National Institute of Standards and Technology (NIST): Handbook No. 44, Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices.
- D. CDOT Road and Bridge Specification.
- E. Bureau of Reclamation Guide to Concrete Repair, Second Edition

1.3 DEFINITIONS

- A. Defective Areas: Surface defects that include honeycomb, rock pockets, indentations, cracks 0.015-inch wide and larger, and cracks that leak in water-holding basins, spalls, chips, embedded debris, lift lines, sand lines, bleed lines, leakage from form joints, fins and other projections, form popouts, texture irregularities, and stains that cannot be removed by cleaning.
- B. New Concrete: Less than 60 days old.

1.4 SUBMITTALS

- A. Material Submittals:
 - 1. Design Data:
 - a. Concrete mix designs signed by a qualified mix designer. Mix designs shall include the recommended slump.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Cement:
 - a. Type II Portland cement conforming to ASTM C 150.
 - 2. Fly ash:
 - a. Class C or Class F fly ash conforming to ASTM C 618.
 - b. Make fly ash additions to the mix on a cement substitution basis in accordance with ASTM C 618.
 - c. The maximum allowable amount of fly ash: 20% by weight of total cementitious materials.
- B. Aggregates:
 - 1. General:
 - a. Furnish from one source.
 - b. Natural aggregates:
 - (1) Free from deleterious coatings and substances in accordance with ASTM C 33, except as modified herein.
 - (2) Free of materials and aggregate types causing popouts, discoloration, staining, or other defects on the surface of concrete.
 - c. Alkali reactivity of aggregates:
 - (1) In accordance with ASTM C 33, Appendix, Paragraph X1.3.4.
 - (2) Tested for reactivity in accordance with ASTM C 1260.
 - (3) A maximum of 0.10% expansion for any aggregate product used in Portland cement concrete.
 - d. Aggregate soundness:
 - (1) Test fine and coarse aggregates in accordance with ASTM C 33.
 - (2) Test fine and coarse aggregates in accordance with ASTM C 88 using a sodium sulfate solution.
 - 2. Fine aggregates:
 - a. Natural sand or a blend of natural sand and crushed sand.

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CONCRETE

- b. Crushed sand must be less than 50% of the total sand by dry weight.
 - c. Fine aggregates shall conform to the grading and quality requirements of ASTM C 33.
 - d. Except where otherwise designated or approved, fine aggregates shall be between 36% and 44% by volume of the total aggregates in the concrete.
 - e. Total materials passing No. 200 sieve: 4% maximum.
 - f. Deleterious substances:
 - (1) Table 1, ASTM C 33.
 - (2) 3% or less total deleterious material finer than No. 200 sieve.
 - (3) 0.5% or less coal and lignite.
3. Coarse aggregate:
- a. Natural gravels or crushed stone.
 - b. Conform to the grading and quality requirements of ASTM C 33 for size No. 57, No. 67, or No. 467.
 - c. Nominal maximum size of coarse aggregate: ACI 318/318R.
 - d. Limit deleterious substances in accordance with ASTM C 33, Table 3 for exposed concrete.
 - e. If the aggregates used are known to be reactive with high alkali cement, as determined by ASTM C 295, or if reactivity of aggregates is not known, use low alkali cement as defined in ASTM C 150, Table 2 to ensure adequate protection from a potential alkali-aggregate reaction.
- C. Admixtures:
- 1. General:
 - a. Furnish from one manufacturer.
 - b. Assume responsibilities for damage or difficulties occurring as result of the use of admixtures; additional compensation due to such difficulties is not permitted.
 - c. The use of admixtures does not relieve the CONTRACTOR of the responsibility for the protection and curing of concrete.
 - d. Compatible with other admixtures.
 - e. Free of chlorides or other corrosive chemicals.
 - f. Do not use calcium chloride.
 - 2. Air entraining admixture:
 - a. ASTM C 260, nontoxic after 30 days.
 - b. Use an air entraining agent in concrete.
 - c. Add to the batch in accordance with ASTM C 94.
 - d. Maintain the air percentage as batched, within plus or minus 1.5%, for the time required for placement into the structure.
 - 3. Water reducing admixtures: ASTM C 494, Type A or D.
 - 4. High range water reducing admixtures:
 - a. Use only where specified or directed by the ENGINEER.
 - b. ASTM C 494, Type F or G.
 - c. Use the furnish type recommended by the manufacturer for allowable temperature ranges.
 - 5. Shrinkage reducing admixtures: Not permitted.
- D. Water: ASTM C 94.

2.2 ACCESSORIES

- A. Crack Repair Epoxy: Get ENGINEER approval prior to use.
- B. Bonding Agent: Two-component type as recommended by the manufacturer for surface finish, pot life, set time, vertical or horizontal application, and forming restrictions.

- C. Patching Material:
 - 1. Free from chlorides and other chemicals causing steel corrosion.
 - 2. Low pressure silica fume mortar or polymer modified mortar: EMACO as manufactured by Master Builders Co.
 - 3. No Liquid Storage: EMACO R-Series.
 - 4. For Liquid Storage: EMACO S-Series.
 - 5. Match the color and texture of adjacent concrete.
- D. Hydrophilic caulk
 - 1. Adeka Ultra Seal P-201 by OCM, Inc.
 - 2. Leak Master - Water Swelling Sealant by C.I. Kasei Co., Ltd.
 - 3. SikaSwell S-2 by Sika Corporation
 - 4. Engineer approved equal
- E. Swellable Sealant
 - 1. Swellstop by Sika Corporation
 - 2. Engineer approved equal
- F. Anchor adhesive
 - 1. AnchorFix-2020 by Sika Corporation
 - 2. HIT-RE 100 Epoxy Anchor by HILTI
 - 3. Engineer approved equal

2.3 CONCRETE MIX DESIGN

- A. Design:
 - 1. Submit mix designs in accordance with ACI 301, Section 4.
 - 2. Water/cement plus pozzolans ratio (w/c+p): Control allowable water addition to the mix; do not exceed w/c+p ratio.
- B. Mixes:
 - 1. Structural Concrete (Class D):
 - a. Minimum 28 day compressive strength: 4,500 psi when molded and cured in compliance with ASTM C 31.
 - b. Cement content range: 615 to 660 pounds per cubic yard.
 - c. Maximum w/c+p ratio: 0.45.
 - d. Air content: 5 to 8% of the volume of the batch, tested in accordance with ASTM C 231.
 - 2. Bagged Concrete
 - a. Minimum 28 day compressive strength: 4,000 psi

2.4 CONCRETE MIXING

- A. Ready Mixed Concrete: ASTM C 94.
- B. Do not make changes in the amounts or sources of approved mix ingredients without the written approval of the ENGINEER.
- C. Concrete mix temperatures: ACI 306R (cold weather) and ACI 305 (hot weather).
- D. Reverse the rotation on the drum of truck mixers in order to discharge wash water prior to charging mixer.
- E. Add admixtures in accordance to ASTM C 94 and the manufacturer's instructions.
- F. Bagged Concrete shall be mixed according to manufacturers instructions.

PART 3 EXECUTION

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3.1 PREPLACEMENT PREPARATION

A. General

1. Meet the requirements and recommendations of ACI 304R and ACI 301, except as modified herein.
2. Secure reinforcement in position before placing concrete.
3. Clean form surfaces and embedded items of foreign material prior to placing concrete.
4. Remove water and debris from spaces that are to be occupied by concrete.
5. Foundation and Subgrade preparation:
 - a. Subgrades and soil foundations below concrete placement areas shall be free of debris, properly moisture conditioned, firm, and unyielding prior to placement of concrete.
 - b. Rock foundations below concrete placement areas shall be clear of loose debris and rock prior to placement of concrete.
 - c. Bedding materials shown in the Drawings below concrete structures shall be placed, moisture conditioned, and compacted as specified in SECTION 31 23 23.
6. Inspection:
 - a. Notify the ENGINEER at least 24 hours in advance of concrete placement.
 - b. Do not place concrete until forms, reinforcing steel, subgrade, and cleanup methods have been approved by the ENGINEER.
 - c. Notify the ENGINEER when reinforcing is ready for inspection and allow sufficient time for inspection prior to placing concrete.

3.2 CONCRETE PLACEMENT

A. Discharge Time:

1. Do not exceed 90 minutes after adding cementitious materials to the water unless approved time delay admixtures are used.
2. Coordinate information with the admixture manufacturer and the ENGINEER prior to placing concrete.

B. Placement into Formwork:

1. Concrete shall not be placed on frozen subgrade or into forms with temperatures less than 34°F.
2. Prior to the placement of concrete:
 - a. Dampen and density subgrade under the concrete to be placed on granular soils.
 - b. Dampen wood forms.
3. Place concrete as soon as possible after it leaves the mixer.
4. Place concrete without segregation or loss of ingredients.
5. Place concrete without splashing forms or the steel above.
6. Place concrete in layers that are not over 18 inches in depth, except place slabs full depth.
7. Place and consolidate successive layers of concrete prior to the initial set of the first layer to prevent cold joints.
8. Place concrete so that plastic concrete flows readily between reinforcing steel and other embedded items.
9. Do not place concrete that has partially hardened or is contaminated by foreign materials.
10. Use placement devices, including chutes, pouring spouts, and pumps.
11. Vertical free fall drop to final placement:
 - a. 5 feet in forms, 8 inches or less wide and 8 feet in forms wider than 8 inches, except as otherwise specified.
 - b. Self consolidating mixes: Up to 15 feet if slump is over 6 inches.

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- c. For placements where drops are greater than the specified distance, use a placement device so that free fall below placement device conforms to the required value.
 - d. Limit free fall in order to prevent segregation that is caused by aggregates hitting reinforcing steel or other embedded items.
- 12. Do not use aluminum conveying devices.
- 13. Prevent the accumulation of water on the surface of concrete due to water gain or other causes during placement and consolidation by making adjustments in the mix design.
- C. Conveyor Belts and Chutes:
 - 1. Design and arrange the ends of chutes, hopper gates, and other points of concrete discharge throughout the conveyance, the hoisting, and the placing system in order for concrete to pass without becoming segregated.
 - 2. Do not use chutes longer than 50 feet.
 - 3. Angle chutes to allow concrete to readily flow without segregation with as little slope as possible.
 - 4. Conveyor belts:
 - a. Approved by the ENGINEER.
 - b. Wipe clean with a device that prevents mortar from adhering to the belt.
 - c. Cover conveyor belts and chutes.
- D. Addition of Water at the Site:
 - 1. Permitted only once and within 60 minutes of the initial batching.
 - 2. Do not exceed w/c+p ratio of mix.
 - 3. If hydration stabilizing admixtures are used, submit the brand, type and anticipated dosage rates to the ENGINEER prior to placement.
 - 4. Provide an accurate means to determine and measure the volume of water added to the mix.
- E. Addition of air entraining admixtures at Site:
 - 1. Addition of air entraining admixtures to concrete batch at site will be allowed only once per truck when approved by the ENGINEER
 - 2. After air entraining admixture is added, concrete shall be mixed for a minimum of 30 revolutions of mixer drum at mixing speed.
 - 3. Take slump and air content after air-entraining admixture addition and additional revolutions
 - 4. Record added air entraining admixture on batch ticket to the nearest ounce.
- F. Curing: Refer to SECTION 03 39 00.

3.3 GENERAL PLACEMENT SPECIFICATIONS

- A. Hot Weather:
 - 1. Conform to ACI 305R.
 - 2. Maintain concrete temperature below 90°F at time of placement.
 - 3. Ingredients may be cooled before mixing. The method of cooling concrete is to conform to ACI 305R and be approved by the ENGINEER.
 - 4. When the rate of surface evaporation approaches 0.20 pounds per square foot per hour for non-fly ash concrete mixes, and 0.15 pounds per square foot per hour for concrete mixes containing more than 15% fly ash as estimated by the ENGINEER from ACI 305R, Figure 2.1.5, make provisions for windbreaks, shading, fog spraying, sprinkling, ice, or wet cover as required by the ENGINEER before and during concrete placement
 - 5. If the rate of evaporation approaches 0.20 pounds per square foot per hour as estimated by ACI 305R, precautions against plastic shrinkage are required.

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6. Provide a recording thermometer, hygrometer and wind gauge in operating condition on-site 7 days prior to the first concrete placement.
 7. Precautions against plastic shrinkage cracks may be required in conditions other than what are normally considered hot weather conditions.
 8. If reinforcement is in direct sunlight or is more than 20°F higher in temperature than the concrete temperature before placement, wet the reinforcement with a water fog spray before placing concrete in order to cool the reinforcement.
 9. Do not cool plastic concrete mixtures without the approval of the ENGINEER.
 10. Evaporation retardant: Refer to SECTION 03 39 00.
- B. Cold Weather:
1. Do not place concrete against frozen earth or ice, or against forms and reinforcement with frost or ice present.
 2. Prevent carbonation on unprotected new concrete surfaces.
 3. Conform to methods in ACI 306, including maintaining the temperature of concrete as specified.
 4. Provide maximum and minimum thermometers placed on concrete surfaces and spaced throughout Work to allow the monitoring of concrete surface temperatures that are representative of the Work.
 5. Maintain concrete temperature above 55°F at the time of placement.
 6. Maintain concrete temperature between 55°F and 70°F for the entire curing period.
 7. External heating units:
 - a. Provide heated enclosures when air temperatures are below 40°F.
 - b. Vent heating units to the atmosphere and do not locally heat or dry concrete. Where water cure is specified, maintain a wet condition.
 - c. Do not exhaust flue gases directly into enclosed area.
 8. Do not warm plastic concrete mixtures without the approval of the ENGINEER.
 9. Maintain curing conditions as specified in SECTION 03 39 00.

3.4 CONSTRUCTION JOINTS

- A. Surface Preparation:
1. Clean the surface of concrete construction joints and remove materials that inhibit bonding.
 2. Wet existing concrete surfaces with clean potable water and saturate for 24 hours prior to placing new concrete.
 3. Remove standing water immediately before new concrete is placed.
- B. Joint Sealant
1. Apply ENGINEER approved sealant per manufacturer's recommendation in water bearing structures.

3.5 PATCHING

- A. General:
1. Where indicated, inject cracks with crack repair epoxy
 2. Prior to starting patching work, obtain quantities of color-matched patching material and the manufacturer's detailed instructions for use.
 3. Provide a structural patch with a finish to match the adjacent surface.
 4. Dress the surface of patches that will remain exposed to view to match the color and texture of adjacent surfaces by using supplemental materials furnished by the manufacturer for such purposes or by rubbing the area until a match is obtained.
 5. Patch concrete to provide a structurally sound surface finish that is uniform in appearance.
 6. Repair surface defects including fins, tie holes and honeycombed areas down to solid

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concrete in accordance with ACI 301.

- B. Tie Holes:
 - 1. Fill with epoxy grout, except where sealant is shown; install according to manufacturer's recommendations.
 - 2. For areas exposed to view and not receiving a sack rubbed finish, blend to the color and texture of the adjacent concrete.
 - 3. Compact grout using a steel hammer and a steel tool to drive grout to high density.
 - 4. Cure grout for 7 days at a minimum.
- C. Alternate Form Ties-Through-Bolts:
 - 1. Seal through-bolt hole by sandblasting or mechanically cleaning and roughening the entire interior surface of hole.
 - 2. Epoxy coat roughened surface.
 - 3. Drive elastic vinyl plug and then dry pack entire hole on each side of plug with Category II grout in accordance with SECTION 03 62 00. Use only enough water to dry pack the grout.
 - 4. Dry pack while the epoxy is still tacky or remove the epoxy by mechanical means and reapply new epoxy.
 - 5. Compact grout using a steel hammer and a steel tool to drive grout to high density.
 - 6. Cure grout for 7 days at a minimum.
- D. Defective Areas:
 - 1. Repair methods for defective areas shall be approved by Engineer and SEO prior to proceeding but shall generally conform to the Bureau of Reclamation Guide to Concrete Repair, second edition.
- E. Blockouts at Penetrations:
 - 1. Conform to details indicated on Drawings, or submit proposed blockouts for the review and approval of the ENGINEER.
 - 2. Use non-shrink, nonmetallic grout, Category I or II.

3.6 CONCRETE WALL FINISHES

- A. Type W-1 (Ordinary Wall Finish):
 - 1. Patch tie holes.
 - 2. Knock off projections.
 - 3. Patch defective areas.

3.7 CONCRETE SLAB FINISHES

- A. General:
 - 1. Finish slab concrete in accordance with ACI 302.1R.
 - 2. Do not use "jitterbugs" or other special tools designed for purpose of forcing coarse aggregate away from surface and allowing layer of mortar to accumulate.
 - 3. Do not dust surfaces with dry materials.
 - 4. Round off edges of slabs with ¼-inch radius steel edging tool for slabs subject to wheeled traffic.
 - 5. Use evaporation retardant only where specifically approved by ENGINEER. Where approved for use, follow manufacturer's instructions and precautions.
 - 6. Do not apply water to concrete surface during any phase of finishing operations.
 - 7. Do not perform concrete finishing while water is present on surface.
- B. Type S-1 (Steel Troweled Finish):
 - 1. Finish by screeding and floating with straight edges to bring surfaces to required finish elevation.

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2. While concrete is still green but sufficiently hardened to bear a person's weight without deep imprint, wood float to true, even plane without visible coarse aggregate.
3. Use sufficient pressure on wood floats to bring moisture to surface.
4. After surface moisture has disappeared, hand trowel concrete to produce smooth, impervious surface, free from trowel marks.
5. Burnish surface with an additional troweling.
6. Final troweling to produce ringing sound from trowel.
7. Do not use dry cement or additional water during troweling, nor excessively trowel.
8. Power finishing:
 - a. An approved power machine may be used in lieu of hand finishing in accordance with directions of machine manufacturer.
 - b. Do not use power machine when concrete has not attained necessary set to allow finishing without introducing high and low spots in slab.
 - c. Do first steel troweling for slab S-1 finish by hand.

3.8 BACKFILL AGAINST WALLS

- A. Do not backfill against walls until concrete has obtained 80% of the specified 28 day compressive strength.
- B. Place backfill simultaneously on both sides of the wall, where required, to prevent differential pressures.

3.9 FIELD QUALITY CONTROL

- A. General:
 1. Field quality control will be performed by the OWNER.
 2. Provide access, cooperation, and incidental labor required by the OWNER to obtain specimens, perform tests, and conduct inspections.
 3. Provide facilities for safe storage and the proper curing of concrete test cylinders on-site for the first 48 hours, and for additional time as required before transporting to the testing laboratory.
 4. Provide concrete for the testing of slump, air content, and for making cylinders from the point of discharge into forms.
 5. When concrete is pumped, take samples from the discharge end of the mixer truck prior to entering the hopper and from the discharge end of the pump truck hose.
 6. Evaluation will be in accordance with ACI 301, Chapter 17, and Specifications. Where the term "building official" is used, the term shall be redefined to ENGINEER.
 7. Specimens will be made, cured, and tested in accordance with ASTM C 31 and ASTM C 39.
 8. The frequency of testing may be changed at the discretion of the ENGINEER.
 9. Pumped concrete: Take concrete samples for slump (ASTM C 143) and test cylinders (ASTM C 31 and C 39).
 10. Assist in obtaining samples and provide undisturbed testing areas with 120V AC power.
- B. Compression Test Specimens:
 1. Tests will be performed by the ENGINEER.
 2. Specimens will be fabricated, cured, and tested in accordance with ASTM C 192.
 3. One specimen will be tested at 7 days and two at 28 days. One specimen will be retained for a later break date.
- C. Enforcement of Strength Requirements:
 1. Should the strengths shown by laboratory cured test cylinders that are made and tested in accordance with the provisions of the Standard Specifications and evaluated by methods in accordance with ACI 318/318R fall below specified values, the ENGINEER may require changes in the proportions of concrete mix used on the

remainder of Work.

2. The ENGINEER may require the CONTRACTOR to provide a minimum of three cores drilled in accordance with ASTM C 42 and tested for compressive strength in accordance with ASTM C 39 for each portion of Work in which laboratory cured concrete test cylinders indicate a failure to meet the specified strength requirements within the specified time period.
3. The ENGINEER may require the CONTRACTOR to remove and replace areas that are determined to be defective.

D. Tolerances:

1. Walls: Measure and inspect walls for compliance with tolerances specified in SECTION 03 10 00.
2. Slabs:
 - a. Floor flatness measurements will be made the day after the floor is finished and before shoring is removed, in order to eliminate the effects of shrinkage, curing, and deflection.
 - b. Support 10 foot long straightedge at each end with steel gauge blocks of thicknesses equal to the specified tolerance.
 - c. Compliance with designated limits in four of five consecutive measurements is satisfactory unless defective conditions are observed.

3.10 PROTECTION OF INSTALLED WORK

- A. After curing as specified in SECTION 03 39 00, and after applying final floor finish, cover slabs with plywood, particle board, plastic sheeting or other material to keep the floor clean and to protect it from material and damage due to other construction work.
- B. Patch and repair defective areas and areas damaged by construction.

END OF SECTION

SECTION 33 39 00

CONCRETE CURING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Concrete Curing.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 305 - Hot Weather Concreting.
 - 2. ACI 306 - Cold Weather Concreting.
 - 3. ACI 308 - Standard Practice for Curing Concrete.
- B. American Society for Testing Materials (ASTM):
 - 1. C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 2. C 1315, Standard Specification for Liquid Membrane - Forming Compounds. Having Special Properties for Curing and Sealing Concrete.
 - 3. D 2103 - Polyethylene Film and Sheeting.

PART 2 PRODUCTS

2.01 MATERIALS

- A. White burlap-polyethylene sheet (Burlene):
 - 1. Minimum weight: 10 ounces/linear yard.
 - 2. Minimum width: 40 inches.
 - 3. Polyethylene:
 - a. Securely bonded to burlap with no separation.
 - b. Minimum thickness: 0.004 inches in accordance with ASTM D 2103.
- B. Curing Compound:
 - 1. Sources:
 - a. Kure 1315 by BASF Building Systems.
 - b. Super Diamond Clear VOX by Euclid Chemical Co.
 - 2. Description: Water-based, high solids content, non-yellowing curing compound meeting requirements of ASTM C 309 and ASTM C 1315.
 - a. Moisture Loss: 0.55 kg/m² in 72 hours.
 - b. Capable of meeting moisture retention at manufacturer's specified application rate.
- C. Evaporation Retardant:
 - 1. Sources:
 - a. CONFILM by BASF Building Systems.
 - b. Eucobar by Euclid Chemical Co.
 - 2. Description: Fluorescent color tint that disappears completely upon drying.
 - 3. Use only with written approval.
- D. Clear floor Sealer/Hardener
 - 1. Sources:
 - a. Eucosil by Euclid Chemical Co.
 - b. Kure-N-Harden by BASF Building Systems.
 - 2. Description: Colorless, inorganic silicate-based compound manufactured specifically to harden, seal and dustproof concrete surfaces.
 - 3. Do not use sealer/hardener as a curing compound. Prior to application, water cure concrete surfaces to receive sealer/hardener as specified.

- E. Water: Clean and potable, containing less than 50 ppm chlorides.

PART 3 EXECUTION

3.01 CURING OF CONCRETE

A. GENERAL

- 1. Cure concrete in accordance with ACI 305, 306, and 308 as applicable.

B. Submit the method for approval for each of the following:

1. Walls, Beams, and Columns:

- a. General: Where walls, beams or columns are to receive coatings, painting, cementitious material, or other similar finishes, or where solvent-based coatings are not permitted, use only water curing procedures.
- b. Method 1:
 - 1) Leave concrete forms in place.
 - 2) Keep entire surfaces of forms and concrete wet for 7 days.
- c. Method 2:
 - 1) Apply curing compound, where allowed, immediately after removal of forms.
- d. Method 3:
 - 1) Continuously sprinkle with water 100% of exposed surfaces for 7 days starting immediately after the removal of forms.

2. Slabs and Curbs:

- a. Commence concrete curing of slabs and curbs immediately after final finishing so as not to damage surface.
- b. Method 1: Protect surface by water ponding with water a maximum of 25°s cooler than the concrete surface temperature for 7 days.
- c. Method 2: Cover with burlap or cotton mats and keep continuously wet for 7 days.
- d. Other approved method that will keep moisture present and uniform at all times on surface of slabs and curbs.
- e. Where water curing for slabs and curbs during cold weather is not possible, use approved curing compound at the manufacturer's recommended coverage per gallon.
- f. Where the curing compound cannot be used, gain approval for special methods using moisture prior to placing concrete for slabs and curbs.
- g. Protect slabs during cold weather with plastic sheets or other material inside the required heated enclosure if foot traffic is permitted on slabs.

C. Use only water curing where additional finishes such as sealer/hardener, painting, and other special coatings are required.

D. The curing system must remain in place and be maintained for a duration of 7 days following placement.

E. No construction, dead, or live loads are to be applied to new concrete until field cylinders indicate a minimum compressive strength of 80% of design strength or 7 days at a minimum.

3.02 EVAPORATION RETARDANT APPLICATION

A. Spray onto surface of fresh flatwork concrete immediately after screeding to react with surface moisture as directed by the manufacturer.

B. Reapply in accordance with the manufacturer's requirement.

END OF SECTION

SECTION 05 10 00

MISCELLANEOUS METALS

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. SECTION 03 30 00 - CONCRETE

1.02 REFERENCES

- A. ASTM International (ASTM):
 1. A 36/A 36M - Standard Specification for Carbon Structural Steel.
 2. A 123/A 123M - Standard Specification for Zinc (Hot-Galvanized) Coatings on Iron and Steel Products.
 3. A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 4. A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
 5. F 844 - Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use.
 6. B221-08 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

1.03 SUBMITTALS

- A. Submit Drawings detailing fabrication and erection of each metal fabrication indicated. Reproductions of Construction Drawings will not be accepted for this purpose.
- B. Include plans, elevations, sections and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Indicate welded connections using standard AWS welding symbols. Clearly indicate net weld lengths, sizes and welding sequences.
- D. Provide manufacturer's data sheets, handling and installation instructions for concrete anchors.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise indicated on the DRAWINGS, materials shall meet the requirements in Table 05 10 00-1, Table 05 10 00-2, and the following paragraphs:
- B. Table 05 10 00-1 Structural Steel, Miscellaneous Metalwork and Embedments:

ITEM	SPECIFICATION
Steel Shapes and Plates:	
Steel Plate: Trashrack	ASTM A 242
Other Shapes and Plates: Trashrack angle	ASTM A 36 or ASTM A 992
Steel Pipe: Trashrack, Air Vent	ASTM A 501 or A 53, Type E or S, Grade B
Structural Steel Tubing: Trashrack	ASTM A 500, Grade B
Aluminum Tubing/Pipe: 8" dia pipe in spillway, staff gage	ASTM B221-08 Grade 6061 or 6063
Bolts and Threaded Rods	ASTM A 193, AISI Type 316 or 304, B8M, B8MN, B8M2 or B8M3
Nuts	ASTM A 194, AISI Type 316, 8M, 8MN, 8M2

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MISCELLANEOUS METALS

	or 8M3
Steel Bolts, Nuts and Washers: Carbon Steel High-Strength Galvanized Steel Bolts and Nuts	ASTM A 307 or A 36 ASTM A 325, Type 1 ASTM A 307 or A 36, with ASTM A 153 zinc coating and ANSI B1.1
Machine Bolts Lag Bolts Flat Washers (Unhardened) Flat Washers (Hardened) Lock Washers (Helical Spring Type, Galvanized Steel)	Federal Specification FF-B-575, Grade 5 ASME B18.21.1 ASTM F 844; use A 153 zinc coating ASTM F 436 Federal Specification FF-W-84A

- C. Drilled Anchors:
 - 1. Unless otherwise indicated on the Construction Drawings, drilled anchors shall be hot-dipped galvanized or type 316 or 304 stainless as manufactured by ITW Ramset/Redhead, Hilti, or equal. Anchors shall have ICBO-approved testing.
- D. Coatings
 - 1. Steel fabrications shall be either hot dip galvanized or painted with a 2-part epoxy intended for submerged service applications.

PART 3 EXECUTION

3.01 STORAGE OF MATERIALS

- A. Store material, either plain or fabricated, above ground on platforms, skids, or other supports. Keep material free from dirt, grease, and other foreign matter and protect from corrosion.

3.02 FABRICATION AND ERECTION

- A. Fabricate miscellaneous metal items to straight lines and true curves. Drilling and punching shall not leave burrs or deformations.
- B. Continuously weld permanent connections along the entire area of contact.
- C. Joints shall have a close fit with corner joints coped or mitered and shall be in true alignment. Unless specifically indicated on the Construction Drawings, there shall be no bends, twists, or open joints in any finished member nor any projecting edges or corners at intersections.

3.03 WELDING

- A. Perform welding on steel by the shielded metal arc welding (SMAW) process. Welding shall conform to the AWS Structural Welding Code-Steel, D1.1, except as modified in AISC Section J2.
- B. Provide a minimum of two passes for metal in excess of 5/16-inch thickness.
- C. Produce weld uniform in width and size throughout its length with each layer of weldment smooth; free of slag, cracks, pinholes, and undercuttings; and completely fused to the adjacent weld beads and base metal. Avoid irregular surface, nonuniform bead pattern, and high crown. Form fillet welds of the indicated size of uniform height and fully penetrating. Accomplish repair, chipping, and grinding of welds in manner that will not gouge, groove, or reduce the base metal thickness.

3.04 INSTALLING BOLTS

- A. Two nuts shall be provided for each bolt to prevent self-loosening.
- B. Provide sufficient bolt length to allow for double nut tightening of each bolt. Bolts shall be of the length that will extend entirely through but not more than 1/4 inch beyond the nuts.

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MISCELLANEOUS METALS

- C. Draw boltheads and nuts tight against the work
- D. Tap boltheads with a hammer while the nuts are being tightened.

3.05 INSTALLING ANCHOR BOLTS

- A. After anchor bolts have been embedded, protect projecting threads by applying grease and having the nuts installed until the time of installation of the equipment or metalwork.
- B. Minimum depth of embedment of adhesive anchors shall be as recommended by the manufacturer, but no less than that shown on the Construction Drawings and no less than 12 bolt diameters.
- C. Epoxy anchor bolts shall be installed according to manufacturer's specifications.

3.06 ANCHORING SYSTEMS FOR CONCRETE

- A. Begin installation only after concrete or masonry receiving anchors has attained design strength.
- B. Do not install an anchor closer than six times its diameter to either an edge of concrete, or to another anchor, unless shown otherwise.
- C. Install anchors in accordance with manufacturer's instructions. Hole diameters are critical to installation, use only drills recommended by anchor manufacturer.
- D. Follow specific manufacturer's safe handling practices when handling and installing anchors.

3.07 CONTROL OF FLAME CUTTING

- A. Do not use a gas-cutting torch in the field for correcting fabrication errors on any member in structural framing. Use a gas-cutting torch only on minor members when the member is not under stress.

3.08 REPAIR OF GALVANIZED SURFACES

- A. Repair or replace metal with damaged galvanized surfaces at no additional cost to the OWNER. Accomplish repair of galvanized surfaces by use of DRYGALV by the American Solder and Flux Company, Paoli, PA; Cold Galvanizing Repair Compound by Rust-Oleum; or equal. Prepare surfaces and apply in accordance with the manufacturer's instructions.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Procedures for general excavation and trench preparation for installing pipe.
- B. Related Sections:
 - 1. SECTION 31 23 19 - DEWATERING

1.02 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over-excavation.

1.03 SEQUENCING AND SCHEDULING

- A. Excavation Support: Install and maintain to support the sides of excavations and prevent the detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.
- B. Dewatering: Conform to applicable requirements of SECTION 31 23 19, prior to initiating excavation.

1.04 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Do not use material excavated when frozen or when air temperature is less than 32°F until material completely thaws.
 - 2. Do not use material excavated during inclement weather until after the material drains and dries sufficiently for proper compaction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work.
- B. Excavate to within a tolerance of ± 0.1 foot except where dimensions or grades are shown or specified as maximum or minimum.
- C. Allow for forms, working space, granular base, topsoil, and similar items, where applicable.
- D. Trim to neat lines where concrete is to be placed against earth.
- E. Do not over-excavate without written authorization.
- F. Stockpile topsoil removed during excavation to be applied after backfill operations.

3.02 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform to the lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3 inches in diameter and that are loose and may roll down slope.
- C. Remove exposed roots from cut slopes.
- D. Round tops of cut slopes in the soil to not less than a 6 foot radius, provided such rounding

does not extend off-site or outside easements and rights-of-way, adversely impact existing facilities, adjacent property, or completed Work.

- E. Construct berms around the tops of excavations in order to provide protection from surface runoff entering excavation.

3.04 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material suitable for use as fill or backfill until the material is needed.
- B. Post Signage:
 - 1. Indicate the proposed use of material stockpiled.
 - 2. Clearly worded and readable by equipment operators from a normal seated position from all directions of approach to each stockpile
- C. Confine stockpiles within approved areas.
- D. Do not obstruct roads or streets.
- E. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- F. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if the weight of stockpiled material could induce excessive settlement.

END OF SECTION

WATER CONTROL AND DEWATERING

PART 1 PART 1 - GENERAL

1.1 SUMMARY

- A. The WORK of this section consists of controlling groundwater, site drainage, and storm flows during construction.

1.2 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
- 1. Rules and Regulations for Dam Safety and Dam Construction

1.3 SUBMITTALS

- A. CONTRACTOR must submit a Water Control and Dewatering plan to the ENGINEER and STATE ENGINEER OFFICE for review and approval prior to construction in accordance with Rule 8.1.1 of the SEO's Rules and Regulations.

PART 2 PART 2 - PRODUCTS

2.1 MATERIALS

- A. On-site materials may be used within the limits of construction to construct temporary dams and berms. Materials such as plastic sheeting, sandbags, and storm sewer pipe may also be used if desired by CONTRACTOR.

PART 3 EXECUTION

3.1 General.

- A. For all excavation, CONTRACTOR shall provide suitable equipment and labor to remove water, and he shall keep the excavation dewatered so that construction can be carried on under dewatered conditions. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. CONTRACTOR is responsible for investigating and becoming familiar with all site conditions that may affect the work including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety five percent (95%) of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods are required.
- B. CONTRACTOR shall conduct operations in such a manner that storm, or other waters may proceed uninterrupted along their existing drainage courses. By submitting a bid, CONTRACTOR acknowledges that CONTRACTOR has investigated the risk arising from such waters and has prepared his bid accordingly and assumes all of said risk.
- C. At no time during construction shall CONTRACTOR affect existing surface or subsurface drainage patterns of adjacent property. Any damage to adjacent property resulting from CONTRACTOR's alteration of surface or subsurface drainage patterns shall be repaired by CONTRACTOR at no additional cost to OWNER.
- D. CONTRACTOR shall remove all temporary water control facilities when they are no longer needed or at the completion of the PROJECT.
- E. Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.

3.2 Surface Water Control.

- A. Surface water control generally falls into the following categories:
 - 1. Normal low flows along the channel
 - 2. Storm/flood flows along the channel
 - 3. Flows from existing storm drain pipelines; and
 - 4. Local surface inflows not conveyed by pipelines
- B. CONTRACTOR shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. CONTRACTOR is responsible to ensure that any such worsening of flooding does not occur. CONTRACTOR is solely responsible for determining the methods and adequacy of water control measures.
- C. At a minimum, CONTRACTOR shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout. CONTRACTOR is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction-site. It shall be CONTRACTOR's responsibility to determine the quantity of water which shall be diverted to protect the WORK from damage caused by stormwater.
- D. CONTRACTOR shall, at all times, maintain a flow path for all channels. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

3.3 Groundwater Control.

- A. CONTRACTOR shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for all structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Dewatering from within the foundation excavations shall not be allowed. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by CONTRACTOR operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at CONTRACTOR's expense.
- B. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by OWNER'S REPRESENTATIVE.

END OF SECTION

SECTION 31 23 23

FILL AND BACKFILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Furnishing and installing fill material.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C 33, Standard Specification for Concrete Aggregates
 - 2. D 75, Standard Practice for Sampling Aggregates.
 - 3. D 422, Standard Test Method for Particle-Size Analysis of Soils.
 - 4. D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft³ (600 kN-m/m³).
 - 5. D 1241, Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses
 - 6. D 1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 7. D 2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 8. D 4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - 9. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- B. Site specific geotechnical reports as part of the Project Contract Documents.

1.3 DEFINITIONS

- A. Compaction:
 - 1. Ratio, in percent, of as-compacted field dry density to laboratory maximum dry density as determined in accordance with ASTM D 698.
 - 2. Apply corrections for oversize material to either as-compacted field dry density or maximum dry density, as determined by the ENGINEER.
- B. Optimum Moisture Content: Moisture content as determined by ASTM D 698.
- C. Relative Density: Calculated in accordance with ASTM D 1556 based on the maximum index density determined in accordance with ASTM D 4253 and the minimum index density determined in accordance with ASTM D 4254.
- D. Completed Course: Course or layer ready for the next layer or next phase of Work, free from irregularities with a smooth, tight, even surface, true rolling, and cross section.
- E. Lift: The loose, uncompacted, layer of material.
- F. Well-Graded: A good representation of particle sizes from largest to smallest.
- G. Influence Area: The area within planes sloped downward and outward at a 60° angle from horizontal measured from 5 feet outside the proposed structure lines as shown on Drawings.
- H. Borrow Material: Material from required excavations or from designated borrow areas on or near the site.
- I. Selected Backfill Material: Materials that may be available on-site that the ENGINEER determines to be suitable for specific use.
- J. Imported Material: Materials obtained from sources off-site that are suitable for specified use.
- K. Structural Fill: Fill materials as required under and around structures and pavements.
- L. Embankment Material: Fill materials required to raise existing grade in areas other than under structures and pavements.
- M. Fines: Materials passing No. 200 sieve as determined in accordance with ASTM D 422.

- N. Certified/Certification: Reviewed, approved, stamped, and signed by a Professional Engineer registered in State of Colorado.
- O. Pipe Backfill Zone: The backfill zone described as the area within 12 inches of the pipe extending along the entire length of the outlet pipe.

1.4 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Manufacturer's data sheets for compaction equipment
 - 2. Certified test results and the name and location of the source for each imported material.
 - 3. Submit a gradation analysis for all imported material.

1.5 QUALITY ASSURANCE

- A. Notify the ENGINEER when:
 - 1. The foundation excavation and subgrade preparation for foundation has been completed.
 - 2. Any structure is ready for backfilling, and whenever backfilling operations are initiated, or resumed after a period of inactivity.
 - 3. Soft or loose subgrade materials are encountered wherever embankment or site fill is to be placed.
 - 4. Fill material deviates from the Specifications.
 - 5. Fill is about to be placed on a prepared foundation, or when fill operations are resumed after a period of inactivity.
 - 6. The initial sampling of the imported material source is to be conducted or the importing of material to Project site is to begin.

1.6 SEQUENCING AND SCHEDULING

- A. Backfill against concrete structures only after concrete has attained 80% of design compressive strength as specified in SECTION 03 30 00

1.7 PROJECT CONDITIONS

- A. Environmental Requirements: Do not place fill or backfill, if fill or backfill material is frozen, or if the surface upon which fill or backfill is to be placed is frozen.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Embankment Fill:
 - 1. Material removed during excavation shall be disposed of in the borrow/waste area unless otherwise directed by the ENGINEER.
 - 2. Embankment fill shall be sourced from borrow areas as indicated in the DRAWINGS or as directed by the ENGINEER.
 - 3. Shall be classified as SC materials according to USCS classification system unless otherwise approved by ENGINEER.
 - 4. Shall have a Plasticity Index equal to or greater than 10.
 - 5. Shall have a maximum individual particle size of 3 inches, except within the pipe backfill zone specified on the plans where the maximum particle size is limited to 1 inch.
- B. Filter Sand: Filter sand shall conform to ASTM C33 specifications for fine concrete

aggregate.

US Standard Sieve Size	Percent Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-2

- C. Filter Gravel(Gravel Bedding): Filter gravel shall conform to ASTM specifications for No. 57 or 67 coarse aggregate.

US Standard Sieve Size	Percent Passing	
	No. 57	No.67
1.5"	100	
1"	95-100	100
3/4"		90-100
1/2"	25-60	-
3/8"		20-55
No. 4	0-10	0-10
No. 8	0-5	0-5

2.2 SOURCE QUALITY CONTROL

- A. Gradation Analysis:
1. The ENGINEER may perform to verify submitted material.
 2. Perform as necessary to locate acceptable sources of imported material.
 3. During the production of imported material, the performance of testing will be dependent upon the consistency of material sources.

PART 3 EXECUTION

3.1 GENERAL

- A. Keep placement surfaces free of water, debris, and foreign material during the placement and compaction of fill and backfill materials.
- B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, unless specified otherwise. Place and spread fill and backfill materials in a manner that avoids segregation and compact each lift to specified densities prior to placing succeeding lifts.
- C. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.
- D. Foundation and Cut Slope Preparation:
 1. Excavated cut slopes and soil foundations to receive fill or backfill shall be prepared by scarifying 6 inches (minimum), moisture conditioning, and compaction.
 2. Rock foundations to receive fill or backfill shall be clear of loose debris and rock prior to placement of any fill or backfill materials.
 3. Cut slopes and foundations shall be firm and unyielding prior to placement of fill or backfill materials.
 4. ENGINEER and SEO PERSONNEL shall inspect and approve excavated cut slopes and foundations prior to placement of any fill materials.

5. ENGINEER shall map any unsuitable foundation material encountered during the project on the as-built Drawings.
- E. Tolerances:
1. Final Lines and Grades: Within a tolerance of +/-0.10-foot unless dimensions or grades are shown or specified otherwise.
 2. Grade to establish and maintain slopes and drainage as shown.
 3. Reverse slopes are not permitted.
- F. Moisture Control and Conditioning:
1. During compacting operations, maintain the optimum practicable moisture content required for compaction purposes in each lift of fill.
 2. At the time of compaction, the water content of material shall be at the specified optimum moisture content.
 3. Do not attempt to compact fill materials that contains excessive moisture.
 4. Remove or rework material that becomes too wet.
 5. Aerate material by blading, disking, harrowing, or other methods to promote the drying process.
 6. Placement surfaces shall be moisture conditioned prior to the placement of embankment fill or backfill.
- G. No frozen fill shall be used during backfill operations and backfill shall not occur on frozen surfaces.
- H. Fill placement shall be stopped temporarily during unsuitable weather conditions as directed by the engineer.
- I. Correct the settlement of fill and backfill material and damage to structures, pavement, curbs, slabs, piping, and other facilities that results from Work.

3.2 EMBANKMENT FILL

- A. General:
1. Excavation area shall be cleared of all vegetation prior to stockpiling material for embankment fill. Cleared vegetation shall not be used during backfill placement.
 2. Prepare placement areas by scarifying 6 inches (minimum) into placement surfaces, moisture conditioning, and compaction of sub-grade material. Placement surfaces shall be firm and unyielding prior to placing any embankment fill materials.
 3. Embankment fill shall be placed in 9-inch loose lifts or less.
 4. Lifts shall be placed longitudinally, parallel to the centerline of the dam. Except for fill placed within the encasement zone which shall be placed parallel to the encasement alignment. Placement of fill perpendicular to the dam crest may be allowed in local areas along structures.
 5. Provide blades, discs, or other supplementary equipment as necessary to blend non-uniform fill materials and for scarifications of completed courses.
 6. The moisture content of placed embankment fill at the time of compaction shall be within +/- 2% of optimum according to ASTM D6938 and ASTM D698.
 7. Compact each lift to a minimum of 95% maximum dry density in accordance with ASTM D6938 and ASTM D698.
 8. When tying into existing surface or slopes, each lift shall be tied into the side(s) of the adjacent existing surface by cutting compaction equipment into the surface a sufficient distance to thoroughly mix and blend the new material with the existing embankment except in case of the drain backfill materials.
 9. The surface of completed course shall be scarified at least 6 inches prior to placing succeeding lifts.
- B. Embankment fill placed as structure or pipe backfill:
1. Concrete structures shall not be backfilled until they have achieved 80% of the design strength as specified in SECTION 03 30 00.

2. Fill within 2 feet of structures shall be placed using 9-inch thick loose lifts or less.
3. Fill within pipe backfill zone shall be placed using 6-inch thick loose lifts of less with no rocks greater than 1 inch diameter per DRAWINGS.
4. Fill within pipe haunches shall be hand placed and hand tamped to ensure complete contact with between native backfill material and pipe.
5. Each lift within 2 feet of structures or within pipe backfill zone shall be compacted with hand-operated or a walk behind vibrator plate compactor to achieve 95% maximum dry density according to ASTM D6938 and ASTM D698.

3.3 FILTER SAND

- A. Filter sand shall be placed in 9-inch loose lifts or less.
- B. Filter sand surface shall be maintained at least 9 inches above adjacent backfill at all times to avoid mixing of materials.
- C. Prior to compaction, filter sand shall be thoroughly wetted to a saturated condition.
- D. Compact filter material lifts with 3 passes of a hand-operated or a walk behind vibrator plate compactor.

3.4 FILTER GRAVEL

- A. Filter gravel shall be placed in 9-inch loose lifts or less.
- B. Shall be placed using methods that will avoid contamination with adjacent materials.

3.5 QUALITY ASSURANCE

- A. OWNER will perform field quality assurance tests of compacted fill as well as laboratory proctor tests, gradation analysis, and Atterberg limits tests of stockpiled materials.
- B. OWNER will perform water content and compaction density testing during fill placement. The initial testing frequency shall be a minimum of one (1) test per lift. Testing frequency may be relaxed after 5 consecutive passing tests at the discretion of the ENGINEER.
- C. CONTRACTOR shall coordinate with the OWNER to perform water content testing and field density testing. CONTRACTOR shall provide ENGINEER and OWNER a minimum of 24 hours' notice prior to needing any testing.
- D. Materials not meeting the required specifications shall be reworked at the CONTRACTORS sole expense until the specifications are met.
- E. CONTRACTOR shall pay for retesting due to failed tests.

END OF SECTION

SECTION 31 37 00

RIPRAP AND RIPRAP BEDDING

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Riprap placement and material
- B. Riprap bedding placement and material

1.2 RELATED SECTIONS

- A. SECTION 31 23 16 – EXCAVATION
- B. SECTION 31 23 19 – DEWATERING
- C. SECTION 31 23 23 – FILL AND BACKFILL

1.3 SUBMITTALS

- A. Gradation of proposed materials shall be submitted to ENGINEER for review and approval prior to importing materials to the site.

PART 2 PRODUCTS

2.1 RIPRAP BEDDING

- A. Bed course material for slope protection, or riprap filter blanket, shall conform to AASHTO or ASTM specification for No. 57 or 67 aggregate.

US Standard Sieve Size	Percent Passing	
	No. 57	No.67
1.5"	100	
1"	95-100	100
3/4"		90-100
1/2"	25-60	-
3/8"		20-55
No. 4	0-10	0-10
No. 8	0-5	0-5

2.2 RIPRAP

A. Imported riprap gradation shall conform to the table below:

Riprap Designation	% Smaller Than Given Size By Weight	Intermediate Rock Dimension (inches)	d ₅₀ * (inches)
Type VL	70 - 100	12	6**
	50 - 70	9	
	35 - 50	6	
	2 - 10	2	
Type L	70 - 100	15	9**
	50 - 70	12	
	35 - 50	9	
	2 - 10	3	
Type M	70 - 100	21	12**
	50 - 70	18	
	35 - 50	12	
	2 - 10	4	
Type H	70 - 100	30	18
	50 - 70	24	
	35 - 50	18	
	2 - 10	6	
Type VH	70 - 100	41	24
	50 - 70	33	
	35 - 50	24	
	2 - 10	9	

- B. Specific gravity of riprap shall be 2.5 or greater when tested in accordance with AASHTO T85.
- C. Percentage loss of riprap shall not exceed 50% when tested in accordance with AASHTO T96.

PART 3 EXECUTION

3.1 GENERAL

- A. Stockpile rocks encountered during excavation that are suitable for use as riprap until the material is needed.
- B. No riprap bedding or riprap shall be placed until the subgrade has been prepared, dewatered, and properly compacted, or otherwise prepared in accordance with the provisions of the SPECIFICATIONS and as specified on the DRAWINGS.
- C. Subgrade Materials:
1. The subgrade materials shall be stable with little or no fines and no rocks greater than 6 inches in diameter.
 2. If unsuitable materials are encountered, they shall be removed and replaced with

Native Fill as specified in SECTION 31 23 23 Fill and Backfill.

3.2 PLACEMENT OF RIPRAP BEDDING

- A. Riprap bedding shall be placed uniformly to the grades and thickness as shown in the DRAWINGS. Care shall be taken to keep the bedding thickness uniform. Excessive rutting of the finished bedding surface shall be avoided.
- B. Contamination:
 - 1. In-place bedding materials shall not be contaminated with soils, debris or vegetation before the riprap is placed.
 - 2. If contaminated, the bedding material shall be removed and replaced at CONTRACTOR's expense.

3.3 PLACEMENT OF RIPRAP

- A. Riprap shall be placed in such a manner so as not to cause a segregation of particle sizes. Placing in layers or by dumping into chutes or similar methods that may cause segregation are prohibited.
- B. Whenever practicable, riprap shall be placed in a bottom-up fashion to better mitigate disturbance to the underlying bedding layer.
- C. The riprap shall be placed, in one preparation, to the line, grade, and thickness as shown in the in the DRAWINGS, without undue displacement of the granular filter bedding underneath.

END OF SECTION

SITE RECLAMATION

GENERAL

1.1 SUMMARY

- A. All areas disturbed by the CONTRACTOR's operation such as, but not necessarily limited to, earthwork, construction or construction traffic, temporary bypass channels, or the storage of equipment or materials, shall be restored to existing condition or as specified.
- B. Top 6 inches of soil removed following clearing and grubbing shall be stockpiled and reused to facilitate suitable revegetation (referred to as topsoil herein).
- C. CONTRACTOR is responsible for procuring any required permits through all pertinent entities.

1.2 DEFINITIONS

- A. Warranty Period: A period of 1 year after all planting under this section is completed.
- B. Satisfactory Stand: A minimum 70% aerial plant coverage. Aerial plant cover shall be measured using the point Intercept Method Procedure.
- C. Replacement Area:
 - 1. Areas disturbed by activities of the CONTRACTOR

1.3 SUBMITTALS

- A. Quality Control Submittals
 - 1. Seed Mix:
 - a. Certification of seed analysis, germination rate, and inoculation
 - b. Mixtures: Percentages of each kind of seed.
 - c. Proposed Application rate
 - d. Certified seed tags shall be submitted to the ENGINEER a minimum of 10 days prior to seeding operations.
 - 2. Mulch
 - a. Proposed mulch material to be used on flatter slopes
 - 3. Erosion Control Blankets for slopes steeper than 3H:1V
 - a. Manufacturers cut sheets for proposed products including installation recommendations.

1.4 DELIVERY, STORAGE, AND PROTECTION

- A. Seed
 - 1. Furnish in standard containers with seed name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.
 - 2. Keep dry during storage.

1.5 WEATHER RESTRICTIONS

- A. Perform work under favorable weather and soil moisture conditions as determined by acceptable local practice.

1. Soil shall not be frozen or wet
- 1.6 SEQUENCING AND SCHEDULING
- A. Complete Work under this section within 10 days following completion of soil preparation.
 - B. Notify ENGINEER at least 3 days in advance of:
 1. Each material delivery.
 2. Start of seeding activity.
 - C. Installation seasons
 1. Native Seed: Between October 1 and April 30
- 1.7 MAINTENANCE SERVICE
- A. Seed
 1. CONTRACTOR: Perform maintenance operations during warranty period to include:
 - a. Washouts: Repair by filling with amended topsoil, fertilizing, seeding, and mulching as required during one-year warranty period.
 - b. Mulch: Replace as required until satisfactory stand of grass is established.
 2. Reseed unsatisfactory areas or portions thereof identified by the ENGINEER during the next installation season following the initial seeding operation.

PRODUCTS

- 1.1 NATIVE SEED MIX
- A. Areas disturbed by the earthwork shall be permanently revegetated with native grasses, unless otherwise directed by ENGINEER.
 - B. Native seed mix for this project shall contain seed native grasses and be suitable for the project elevation of 9,900 feet and an annual precipitation of 18-25 inches.
 1. Approved Mix – High Elevation Native Mix, produced by Southwest Seed Inc. Dolores, CO or Engineer Approved Equal
 - C. Keep dry during storage.
 - D. Grass seed shall be of the latest crop available. Seed shall meet Colorado Department of Agriculture Seed Laws, Chapter 35, Article 27.
 - E. The seeding mixture shall be applied at a pure live seed (PLS) rate per acre per suppliers recommendations.
 - F. Compensate for percentage of purity and germination by furnishing sufficient additional seed to equal the specified pure live seed product. The formula for determining the quantity of pure live seed (PLS) shall be:

$$\frac{\text{Purity (\%)} \times \text{Germination (\%)}}{100} = \% \text{ PLS}$$

$$\frac{100}{\% \text{ PLS}} = \text{Total pounds of seed needed per pound of Native Seed Mix specified in order to achieve necessary PLS}$$

- G. Present to the ENGINEER a certificate of the PLS test of the grass seed which is intended for use. All grass seed furnished shall be delivered in sealed bags showing seed name, vendor's name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.

1.2 TOPSOIL

- A. Stockpile topsoil removed during grading
- B. Protect topsoil from erosion, and reapply when preparing seedbed
- C. Surface should be free of rills and gullies
- D. Topsoil shall be select earth material of loose friable loam reasonably free of admixtures of subsoil, refuse stumps, roots, rocks, brush, weeds or other material which can be detrimental to the proper development of ground cover.

EXECUTION

1.1 GENERAL

- A. The pattern for seeding and mulching shall be as detailed on the plans or as required by field conditions to provide a uniform stand of grass acceptable to the OWNER. In no case shall revegetation occur within 30 days of the application of a chemical weed control substance.

1.2 SOIL AND SUBGRADE PREPARATION

- A. This work shall consist of preparing the soil for seeding. Preparation of the soil shall include harrowing and scarifying to a depth of 6 inches by mechanical and hand methods in order to establish a uniform and acceptable seed bed surface. Areas that have been eroded or rutted to a degree will require the placement of topsoil, graded and compacted to a uniform and acceptable seed bed surface.
- B. Topsoil will be uniformly placed and spread on areas prior to seeding. The minimum thickness shall be to 6 inches above the surrounding finished grade. The topsoil shall be keyed to the underlying and surrounding material by the use of harrows, rollers or other equipment suitable for the purpose.
- C. Water shall be applied for compaction purposes to the topsoil in a fine spray by nozzles in such a manner that it will not wash or erode the newly placed soil.
- D. Care shall be exercised during the soil preparation on all embankments so as not to disturb established ground cover. Areas disturbed during the soil preparation will be seeded and mulched at the discretion of the ENGINEER in accordance with these documents.
- E. Limit preparation to areas which will receive placements within 2 days after subgrade preparation.
- F. No special payment for soil preparation or corrective work will be made.

1.3 SEEDING

A. General

- 1. All seeding shall be drilled wherever possible. Seeding shall not be undertaken in adverse weather and unsuitable ground conditions. Examples of these respective conditions may be wind, precipitation, frozen or untillable ground or conditions detrimental to the effectiveness of the application.

2. Certified seed tags shall be submitted to the ENGINEER a minimum of 10 days prior to seeding operations.
3. All native grasses shall be planted with a minimum of 6 inches of topsoil, followed by mulch.
4. Protect seeded areas from construction equipment and vehicle access.

B. Drilling

1. Seeding application: Drill seed ¼" to ½" into topsoil.

C. Hand Seeding (as approved by the ENGINEER for areas inaccessible for drilling)

1. In certain areas where access is limited, seeding may be accomplished by hand broadcasting seed over the area. Special care shall be taken to assure the proper seeding rate is used on these areas. After broadcasting of the seed has been accomplished, the seed shall be raked into the soil to a depth of ¼" to ¾" to and rolled.
2. Application rate shall be doubled for Hand Seeding areas.

1.4 GUARANTEE

- A. All plant material and work accomplished under this Section shall be guaranteed to provide a stand of grass acceptable to the OWNER at the end of warranty period.
- B. Upon written notice from the CONTRACTOR, ENGINEER will, within 15 days of receipt, determine if a satisfactory stand of grass has been established.

C. Re-Seeding

1. Areas that require re-seeding and re-mulching will be designated by the ENGINEER at least 15 days prior to the end of the guarantee period. Re-seeding and re-mulching shall be with the seed and rates specified herein before for seeding and shall be accomplished in a manner that will cause a minimum of disturbance to the existing stand of grass.

D. Areas to be Seeded

1. All areas that have been damaged or disturbed by the CONTRACTOR's operation shall be reseeded according to these Specifications and as indicated on Drawings, and per ENGINEER direction.

1.5 MAINTENANCE

A. Reseeding

1. Reseed as needed until a successful stand of grass is established under the warranty obligations, to extend for one-year post-commissioning.

END OF SECTION

SECTION 33 05 13

PRECAST STRUCTURES

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section describes the work, materials, and equipment needed to construct concrete structures and appurtenances.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Drawing showing dimensions, location identification, lifting inserts, reinforcement, pipe inserts, and joints.
- B. Quality Control Submittals:
 - 1. Precast Manufacturer's quality control procedures established in accordance with NPCA Quality Control Manual for Precast Concrete Plants or verification of current NPCA Plant Certification.
 - 2. Results of quality control tests performed in accordance with SPECIFICATION 03 30 00 CONCRETE SECTION 3.9 FIELD QUALITY CONTROL.

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
 - 1. C 913 - Standard Specification for Precast Concrete Water and Wastewater Structures
- B. National Precast Concrete Association
 - 1. NPCA Quality Control Manual for Precast Concrete Plants

1.4 RELATED SECTIONS

- A. SECTION 31 23 16 - EXCAVATION
- B. SECTION 31 23 34 - TRENCH AND STRUCTURE BACKFILL

PART 2 PRODUCTS

2.1 STRUCTURES

- A. Precast structures shall be manufactured in conformance with NPCA Quality Control Manual for Precast Concrete Plants unless specified otherwise.
- B. Concrete mix design shall meet or exceed the requirements of SECTION 03 30 00.

PART 3 EXECUTION

3.1 STRUCTURE INSTALLATION

- A. Transport, handle, and store precast concrete in accordance with the manufacturer's requirements and recommendations in a manner to minimize damage. Use lifting devices where provided in the precast sections. Follow the manufacturer's recommendations for lifting procedures when lifting devices are not provided.
- B. Flared End Section shall be inserted over PVC pipe. As depicted on the plans an internal pipe seal shall be installed between the pipe and flared end section.
- C. Excavation and Backfill precast structures shall conform to SECTIONS 31 23 16 and 31 23 34.
- D. Assemble and place buried precast concrete structures in properly excavated and compacted soil foundations. Protect all work against flooding and flotation. Set precast concrete structures to grade and oriented to provide the required dimensions and clearances from pipes and other structures.

- E. The invert shall provide a smooth transition between channels. No sharp edges or rough sections which will tend to obstruct the flow will be permitted.

END OF SECTION

SECTION 33 11 00

PIPING - GENERAL

PART 1 GENERAL

1.1 SUMMARY

- A. General
 - 1. This Section includes general requirements for piping and shall supplement the material specification for the type of pipe specified.
 - 2. In case of any conflict between AWWA, ASTM, AASHTO, ANSI, PPI, Uni-Bell, or NRCS Standards or other references and the Specifications and drawings, the Specifications and drawings shall govern.
- B. Provide, install, and test pipe and fittings, complete as shown on the Drawings and as specified herein.
- C. Related Sections:
 - 1. SECTION 31 23 16 – EXCAVATION
 - 2. SECTION 31 23 33 – FILL AND BACKFILL

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. AWWA M55 Manual of Water Supply Practices, PE Pipe–Design and Installation
- B. Plastics Pipe Institute, PPI
 - 1. PPI Handbook of Polyethylene Pipe – 2009 (2nd Edition)
 - 2. PPI TN-42 Recommended Minimum Training Guidelines for PE Pipe Butt Fusion Joining Operators for Municipal and Industrial Projects (2009)
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
 - 2. ASTM D2467 – Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
 - 3. ASTM D1784 – Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds
 - 4. ASTM D1785 – Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40,80, and 120

1.3 DEFINITIONS

- A. Deflection: Decrease in the vertical diameter of a pipe as a result of backfill and loading. Deflection is measured as the change in vertical diameter divided by the nominal pipe diameter, expressed as a percentage.
- B. Initial Deflection: Deflection occurring on the day the backfilling over the pipe, as shown in the Construction Drawings, is complete
- C. Joint Deflection: Deflection occurring at pipe joints in order to obtain horizontal alignment curvature or vertical profile curvature, expressed in degrees.

1.4 PIPE DESIGN CRITERIA

- A. General:
 - 1. Drawings: Shall mean the Contract Drawings issued for the Project.
 - 2. The pipe, fittings, and specials shall be designed and manufactured to meet the strength requirements given and to conform when laid with line and grades including outlets, connections, test bulkheads, and appurtenances as shown on the Drawings.
 - 3. The pipe shall be furnished to the sizes, dimensions, and pressure classification required and shall be installed in such places as shown on the Drawings or as designated by the ENGINEER, in accordance with these specifications and in conformity with the lines and grades given.

1.5 SUBMITTALS

- A. Certified Manufacturer Technical Specification Sheets of Pipe Materials:
 - 1. Furnish certified technical specifications sheets from manufacturer of any proposed piping

materials

B. Certified Drawings of Appurtenances:

1. Furnish certified dimensional Drawings of all valves, fittings, and appurtenances.

1.6 QUALITY CONTROL SUBMITTALS

- A. Repair methods for sections of pipe that fail testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Pipe sections and fittings shall be transported and handled with care in accordance with the manufacturer's recommendations.
- B. Support stockpiled pipe on sand or earth berms free of rock exceeding 3 inches in diameter. Secure pipe to prevent rolling.
- C. Handle the plastic pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2 using approved strapping and equipment rated for the loads encountered. Do not use chains, wire rope, forklifts or other methods or equipment that may gouge or damage the pipe or endanger persons or property. Field storage is to be in compliance with AWWA Manual of Practice M55 Chapter 7.
- D. If any gouges, scrapes, or other damage to the plastic pipe results in loss of 10% of the pipe wall thickness, cut out that section or do not use.
- E. Check deflection of pipe and relocate struts, if any, or provide additional struts to keep the deflections within that specified in this Section and to maintain the pipe in a round condition.
- F. All joint gaskets shall be stored in a cool location out of direct sunlight

PART 2 PRODUCTS

2.1 PIPING

- A. Pressure-Rated Solvent Weld SDR Series Polyvinyl Chloride (PVC) Pipe
1. Pipe shall be furnished to the diameters, sizes, and dimensions shown in the Drawings.
 2. Pipe shall meet or exceed the SDR rating specified on the drawings
 3. Pipe shall conform to ASTM D2241.
 4. PVC compounds shall meet or exceed requirements of ASTM D1784 Cell Class 12454
 5. Pipe end finishes shall consist of one integral solvent weld compatible bell end and one plain end. If supplied pipe includes gasketed bell fittings the bells shall be removed and pipe shall be joined with solvent weld couplers.

2.2 FITTINGS AND SPECIALS

- A. Pressure-Rated Solvent Weld SDR Series Polyvinyl Chloride (PVC) Fittings
1. Fitting shall meet or exceed the SDR rating of the pipe for which it is used.
 2. PVC compounds shall meet or exceed requirements of ASTM D1784 Cell Class 12454
 3. Fitting end finishes shall consist of integral solvent weld compatible bell ends.
 4. Long radius elbow fittings shall be used for all elbow fittings shown in the Drawings.

2.3 ANCILLARY MATERIALS

- A. Solvent Weld Cement: As supplied by pipe manufacturer; no substitute or "or-equal" will be allowed.

2.4 PIPE AND FITTING IDENTIFICATION

- A. General
1. Pipe and fittings shall be marked in accordance with manufacturer's process and method.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General
1. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.
 2. Inspect pipe and fittings before installation, clean ends and remove foreign matter and dirt from inside with special attention to the joint area.
 3. Keep trench dry until pipe laying and joining are completed.

4. Pipe Base and Pipe Embedment: As specified in Drawings.
 5. Close and block open end of last laid pipe section when placement operations are not in progress and at close of day's work.
 6. Prevent damage to pipe when lowering pipe into place.
 7. Prevent uplift and floating of pipe prior to backfilling.
 8. Contractor is responsible for ensuring that the outlet pipe is adequately anchored in order to prevent movement during compaction. ENGINEER shall be present for initial compaction.
 9. Raising or Lowering Pipe: Where necessary to raise or lower the pipe, the ENGINEER may change the alignment and/or the grades by the deflection of joints, by the use of bevel adapters or by the use of additional fittings. The deflection of the joint shall not exceed the maximum deflection recommended by the pipe manufacturer. No joint shall be deflected any amount which, in the opinion of the ENGINEER, will be detrimental to its strength and water tightness.
- B. Polyvinyl Chloride Pipe (PVC)
1. Install per manufacturer's recommendations.
 2. Tolerances:
 - a. Vertical tolerance shall be 0.05 feet of grades shown on the Construction Drawings
 - b. Horizontal tolerance shall be 0.50 feet of lines shown on the Construction Drawings
 - c. Initial Deflection shall not exceed 5 percent
 - d. Joint deflection shall not exceed 1 degree
 3. Solvent welded joints
 - a. Store solvent cement indoors.
 - b. Prior to solvent welding, remove fittings and couplings from their cartons and expose them to the air for at least one hour to the same temperature conditions as the pipe.
 - c. Wipe away loose dirt and moisture from the ID and OD of the pipe end and the ID of the fitting before applying solvent cement. Do not apply solvent cement to wet surfaces.
 - d. Make up solvent welded joints per ASTM D 2855.
 - e. Allow at least 8 hours of drying time before moving solvent welded joints or subjecting the joints to any internal or external loads or pressures.

3.2 PIPE INSPECTION

- A. Video Inspection
1. CONTRACTOR shall perform a video inspection of all piping after 3 to 5 feet of fill has been placed on the pipe and again after backfill is complete.
 2. The video survey shall use a high-resolution color camera that displays lineal footage inspected on the video.
 3. All video inspection of piping shall be performed in the presence of the ENGINEER. The Contractor shall provide a minimum of 48-hours notice to the ENGINEER prior to performing pipe video inspections.
 4. CONTRACTOR shall be responsible for repairing any damaged portions of the piping system discovered during the video inspection.
 5. All videos shall be recorded and submitted to the OWNER, ENGINEER, and SEO.

3.3 CLEANING

- A. Clean in-place from inside by brushing and sweeping, then flush or blow line at low velocity.
- B. Remove accumulated debris through drains 2-inches and larger or by removing spools and valves from piping.

END OF SECTION

SECTION 35 20 16

CAST IRON SLIDE GATES

PART 1 GENERAL

1.01 SCOPE

- A. Provide cast iron slide gates as shown on the Drawings.

1.02 REFERENCES

- A. American Water Works Association
 - 1. C560-00: AWWA Standard for Cast-Iron Slide Gates

1.03 SUBMITTALS

- A. Manufacturer's catalog information, descriptive literature, Specifications, and identification of materials of construction.
- B. Shop drawings depicting gate, frame, stem, stem guide, oils seals, pedestal, operator, steel mounting plate and other associated items.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Frame - Minimum height, galvanized steel, flatback style for mounting to flat concrete/steel headwalls.
- B. Slide - Gate leaf shall be painted cast iron.
- C. Seating Face - Bronze
- D. Wedges - Painted cast iron
- E. Stems - Stainless steel.
- F. Oil filled stem guide – Galvanized Steel
- G. Steel Mounting Plate – ASTM A 36 Steel Plate with 2-part epoxy coating
- H. Stop Nut for Stem - Bronze

2.02 GATE ACTUATOR

- A. Provide one manual fabricated actuator per gate.
- B. Actuators shall be painted with a rust resistant coating

2.03 APPROVED PRODUCTS/SUPPLIER:

- A. Fresno Valves and Castings, Inc - Series 6400 Model 20-10C Slide Gate
- B. Waterman Valve, LLC - C-20 Canal Gate
- C. Engineer approved equal gate and supplier.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with the manufacturer's written instructions.
- B. Fill oil stem before operating with a food grade oil.

35 20 16 - 1
CAST IRON SLIDE GATES

3.02 FIELD QUALITY CONTROL

- A. Functional Tests: Operate each slide gate two complete open-close cycles.
- B. Wedges shall be adjusted according to manufacturer's written instructions.
- C. A bronze stop nut shall be installed on the stem and the set screw shall be tightened such that it prevents overtightening of the gate.

END OF SECTION

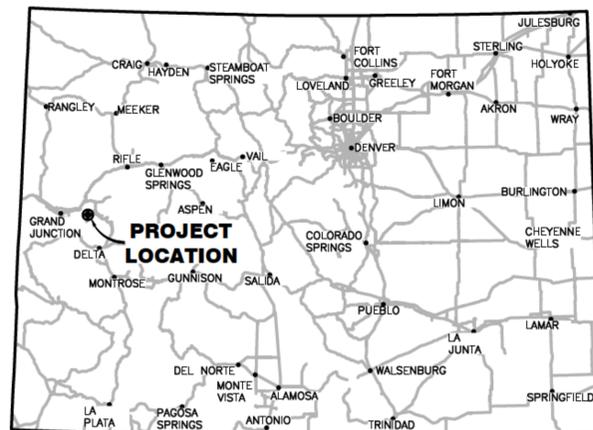
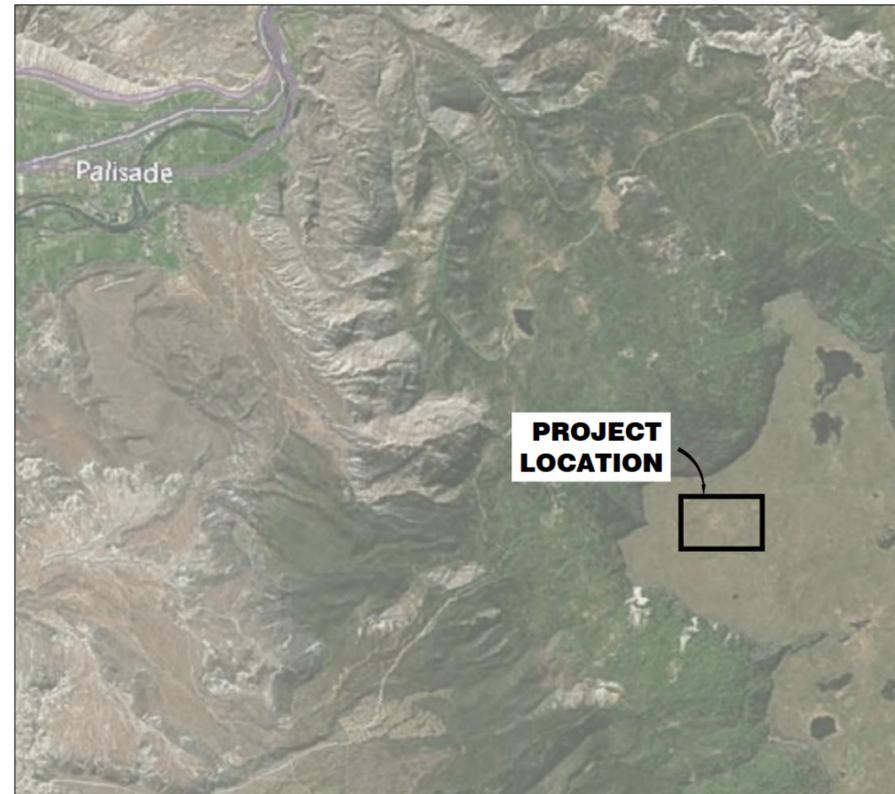
SNOWCAP COAL CO. VINCIENT NO. 2 RESERVOIR CONSTRUCTION PLANS

DAM ID: 720319, Water Division 5, District 72 MESA COUNTY JANUARY, 2022

OWNER: SNOWCAP COAL CO.
P.O. BOX 1430
PALISADE, CO 81526

ENGINEER: APPLGATE GROUP, INC.
1490 W. 121st AVENUE
SUITE 100
DENVER, CO 80234
(303) 452-6611

VICINITY MAP SCALE 1" = 5000'



LOCATION MAP
NOT TO SCALE

These plans have been prepared by me or under my direct supervision.

Craig Ullmann
Craig Ullmann
Colorado P.E. No. 38551

Approved on the 15th day of March, 2022
State Engineer Kevin Rein

By:
John Hunyadi, Chief, Colorado Dam Safety
Colorado P.E. 42709

These plans represent the AS-CONSTRUCTED conditions of _____ Dam to the best of my knowledge and judgment, based in part on information furnished by others, as of the _____ day of _____, 20____.

Craig Ullmann
Colorado P.E. No. 38551

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
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email: info@applegategroup.com Website: www.applegategroup.com

VINCIENT NO. 2 RESERVOIR RECONSTRUCTION
COVER SHEET

SNOWCAP COAL CO.

NO.	DATE	BY	CHK'D	DESCRIPTION

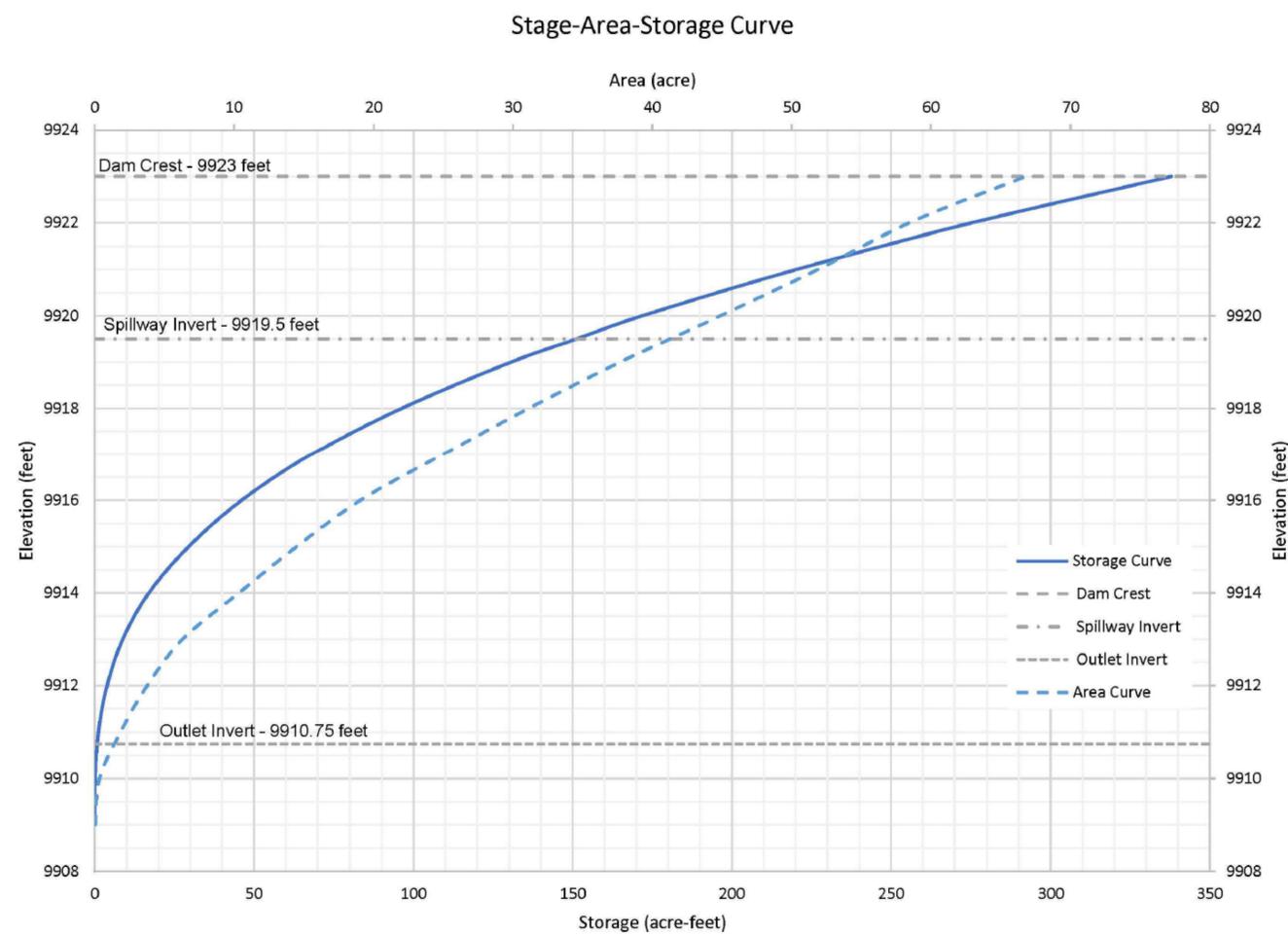
Date: Jan 2022
Job No: 21-115
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Sheet: **1** OF **10**

Filing No. C-2119

BID SET





Elevation (ft)	Gage Reading (ft)	Area (acres)	Volume (ac-ft)	Spillway Discharge (cfs)	Outlet Discharge (cfs)	Description
9909	-	0.0	0.0			
9910	-	0.3	0.2			
9911	0	1.8	1.1		0.0	Outlet Gate Invert
9912	1	3.8	3.9		4.8	
9913	2	6.3	8.8		7.2	
9914	3	10.4	17.0		8.9	
9915	4	14.5	29.5		10.4	
9916	5	19.0	46.2		11.7	
9917	6	25.0	68.1		12.8	
9918	7	31.1	96.2		13.9	
9919	8	37.7	130.6		14.9	
9919.5	9	41.3	150.0	0.0	15.4	Normal High Water
9920	10	44.9	171.8	9.2	15.8	
9921	11	51.9	220.3	63.6	16.7	
9922	12	58.5	275.4	166.3	17.5	
9923	13	66.8	337.9	317.2	18.3	Dam Crest

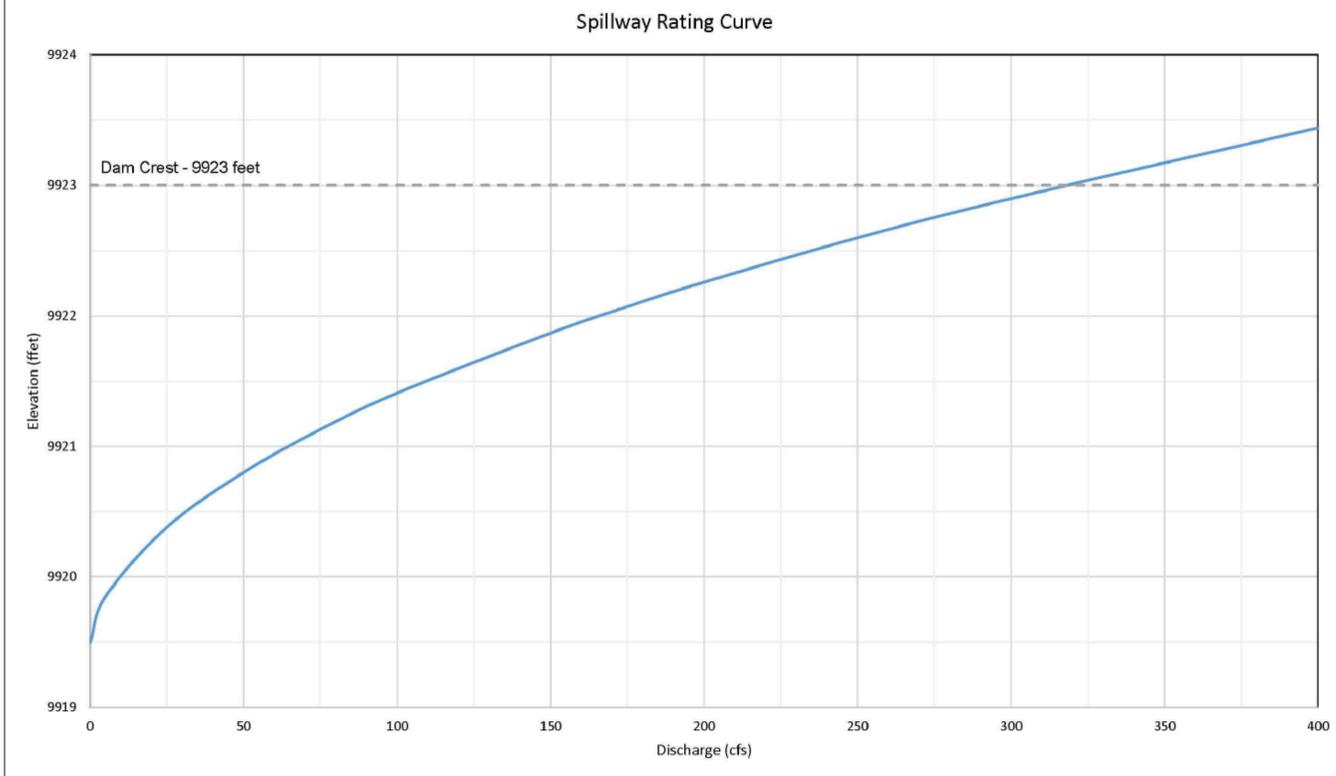
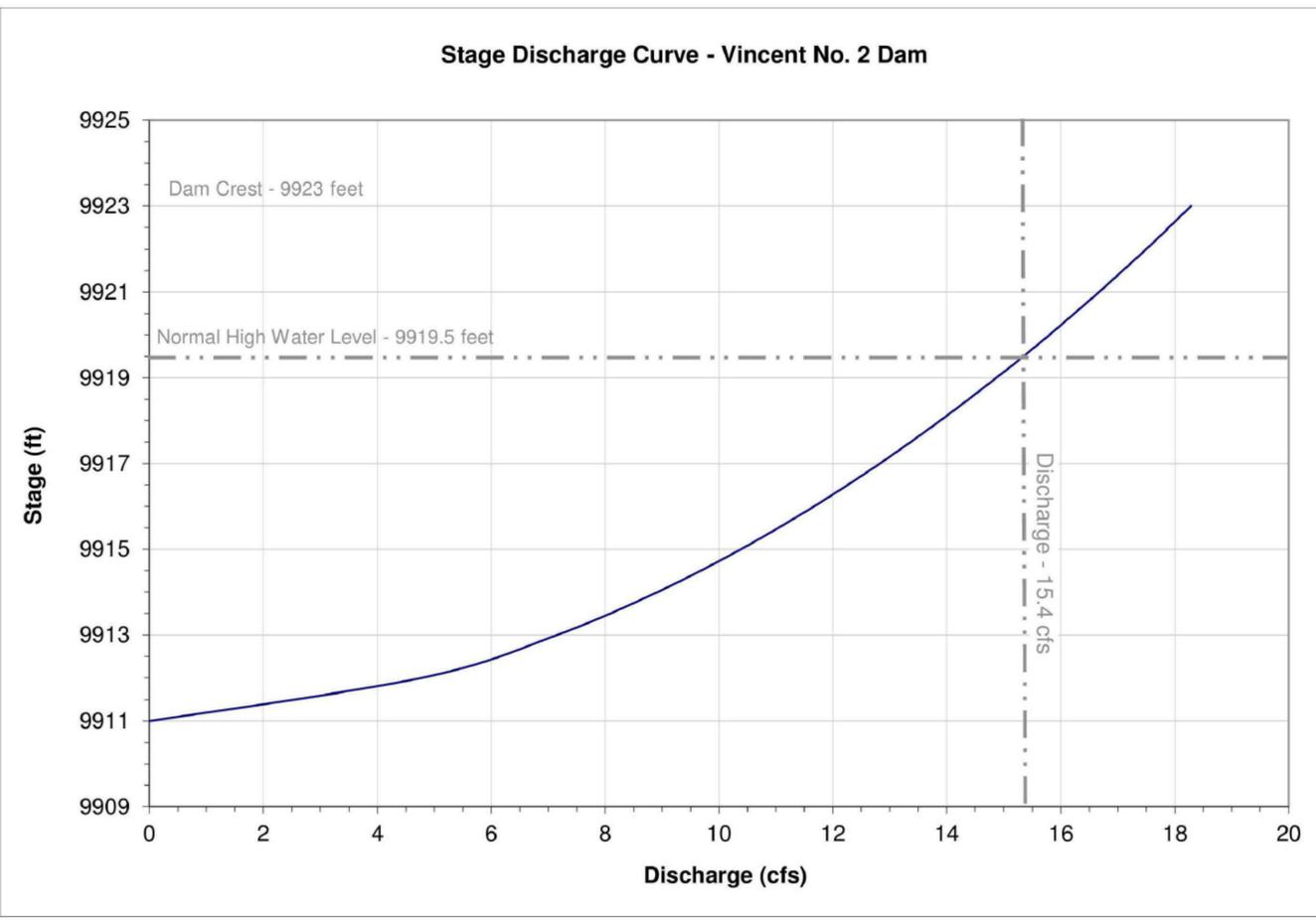
Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES AND DOCUMENTATION
3	SURVEY CONTROL AND SITE ACCESS
4	SITEPLAN
5	DAM CENTERLINE PLAN AND PROFILE
6	CROSS-SECTIONS
7	DAM OUTLET PLAN AND PROFILE
8	SPILLWAY PLAN AND PROFILE
9	OUTLET DETAILS
10	OUTLET DETAILS

Applegate Group, Inc.
 Water Resource Advisors for the West
 1490 West 121st Ave., Suite 100
 Denver, CO 80234
 (303) 452-4611
 Fax: (303) 452-2759
 email: info@applegatengroup.com Website: www.applegatengroup.com

VINCENT NO. 2 RESERVOIR RECONSTRUCTION
GENERAL NOTES AND DOCUMENTATION

SNOWCAP COAL CO.



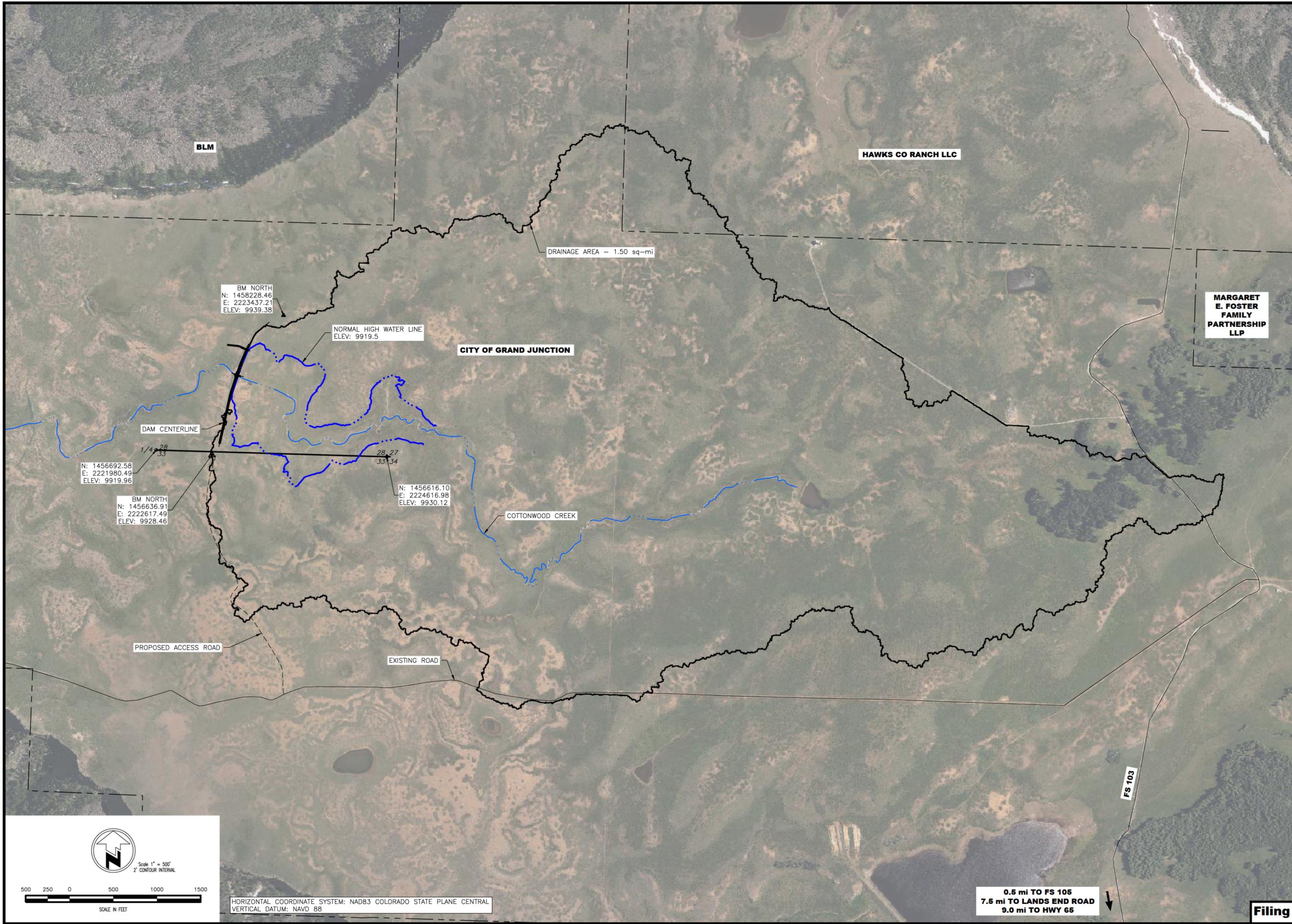
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 Job No: 21-115
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Sheet: **2** OF **10**

Filing No. **C-2119**



N: 1456692.58
E: 2221980.49
ELEV: 9919.96

BM NORTH
N: 1456636.91
E: 2222617.49
ELEV: 9928.46

BM NORTH
N: 1458228.46
E: 2223437.21
ELEV: 9939.38

NORMAL HIGH WATER LINE
ELEV: 9919.5

CITY OF GRAND JUNCTION

N: 1456616.10
E: 2224616.98
ELEV: 9930.12

COTTONWOOD CREEK

PROPOSED ACCESS ROAD

EXISTING ROAD

DRAINAGE AREA - 1.50 sq-mi

HAWKS CO RANCH LLC

MARGARET
E. FOSTER
FAMILY
PARTNERSHIP
LLP



Scale 1" = 500'
2' CONTOUR INTERVAL

500 250 0 500 1000 1500
SCALE IN FEET

HORIZONTAL COORDINATE SYSTEM: NAD83 COLORADO STATE PLANE CENTRAL
VERTICAL DATUM: NAVD 88

0.5 mi TO FS 105
7.5 mi TO LANDS END ROAD
9.0 mi TO HWY 65

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VINCENT NO. 2 RESERVOIR RECONSTRUCTION
SURVEY CONTROL AND SITE ACCESS

SNOWCAP COAL CO.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

Date: Jan 2022
Job No: 21-115
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Sheet: **3** OF **10**

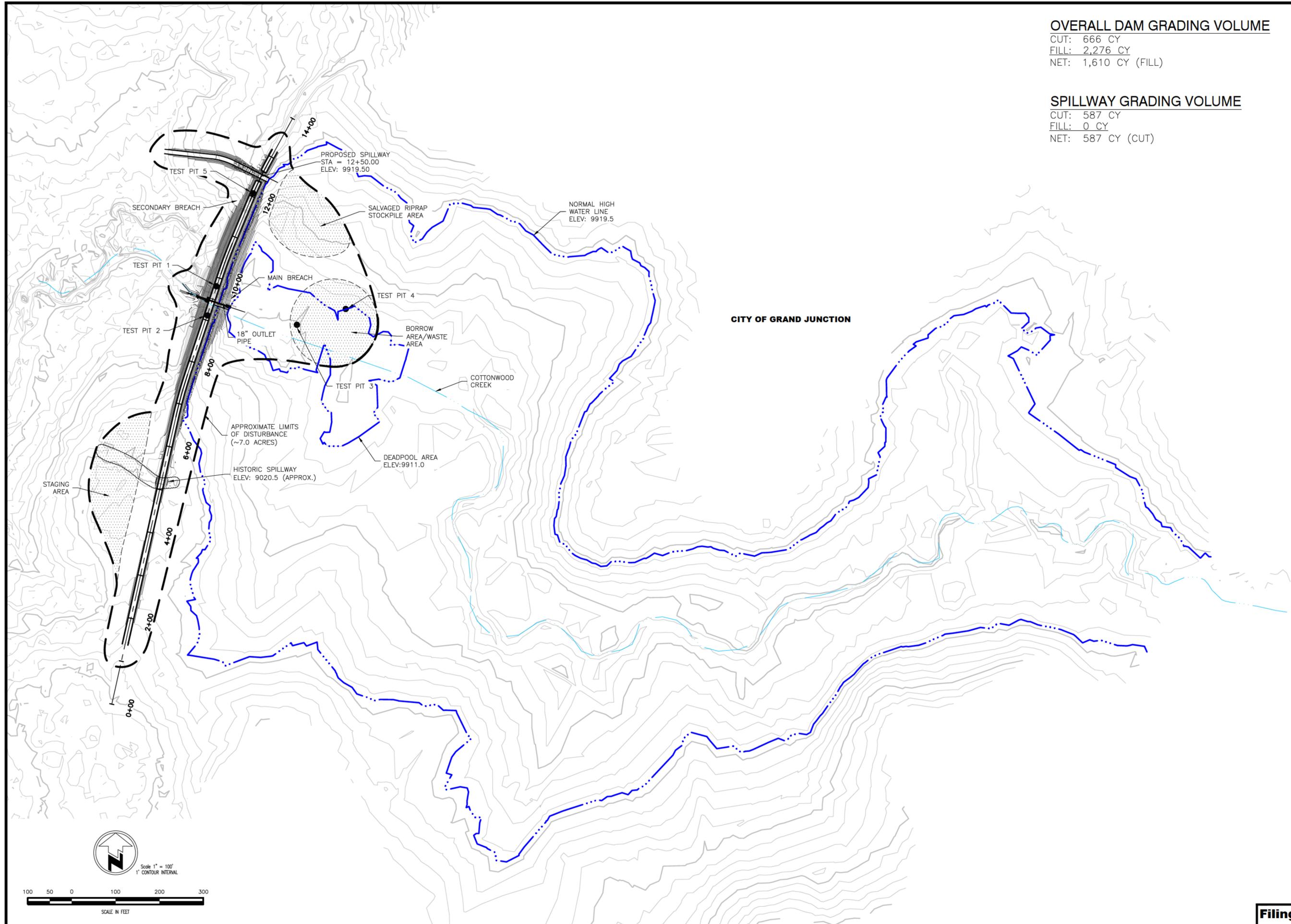
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OVERALL DAM GRADING VOLUME

CUT: 666 CY
 FILL: 2,276 CY
 NET: 1,610 CY (FILL)

SPILLWAY GRADING VOLUME

CUT: 587 CY
 FILL: 0 CY
 NET: 587 CY (CUT)



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VINCENT NO. 2 RESERVOIR RECONSTRUCTION
SITEPLAN

SNOWCAP COAL CO.

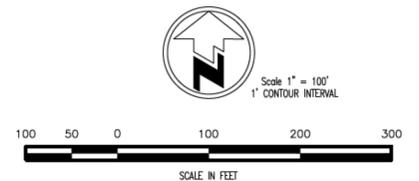
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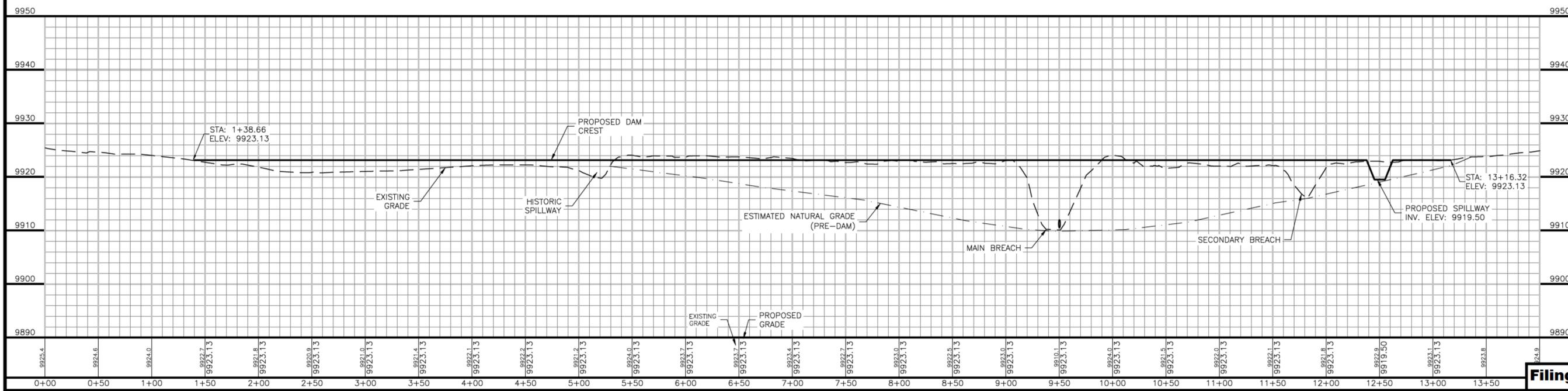
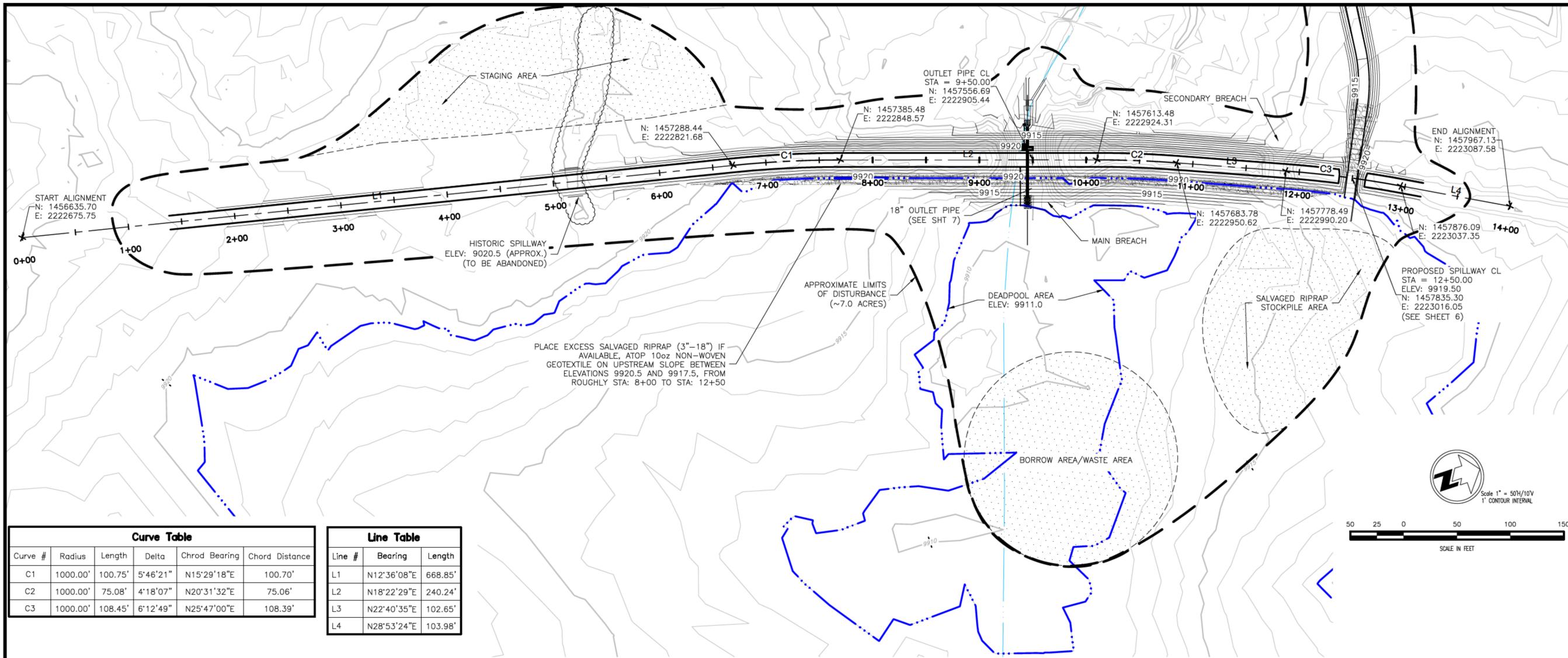
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Sheet: **4** OF **10**

Filing No. **C-2119**





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VINCENT NO. 2 RESERVOIR RECONSTRUCTION
DAM CENTERLINE PLAN AND PROFILE

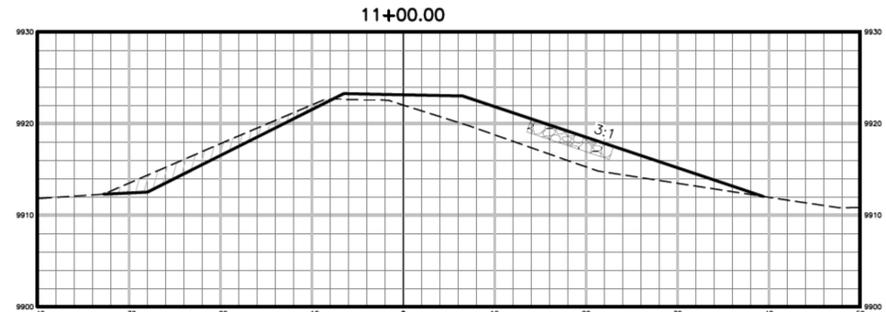
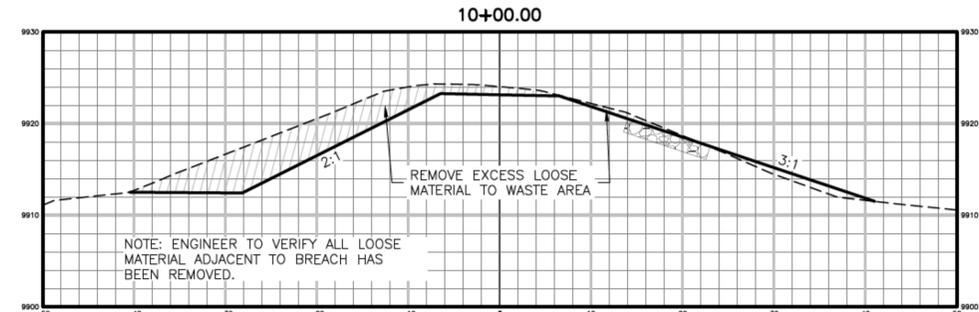
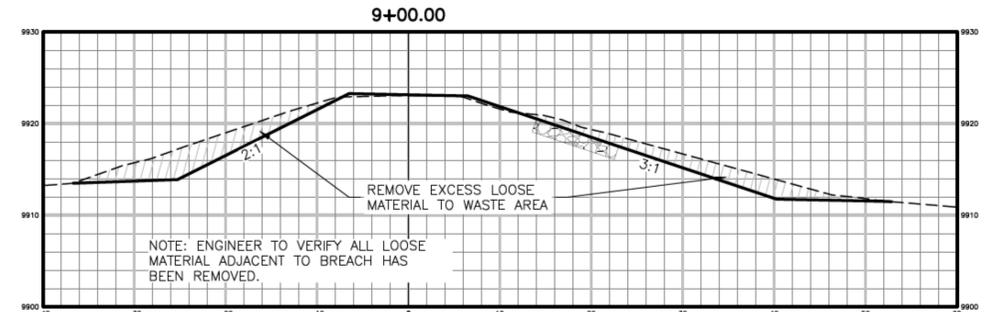
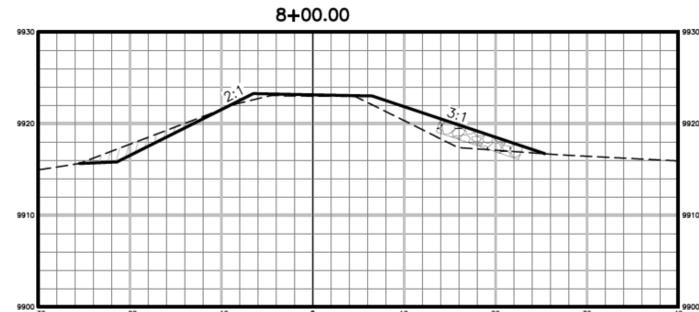
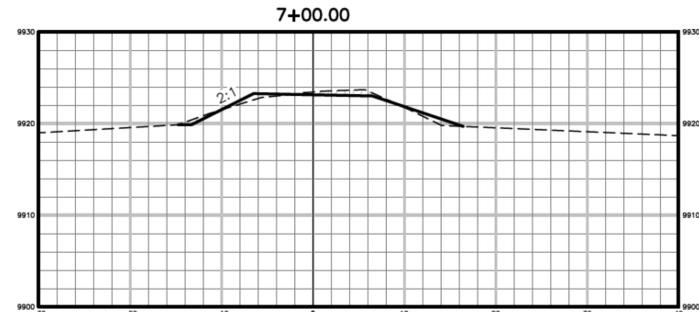
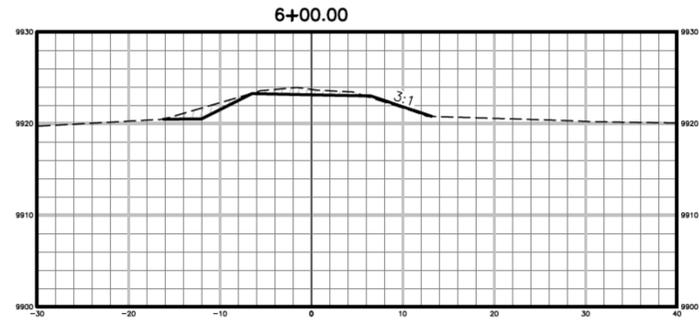
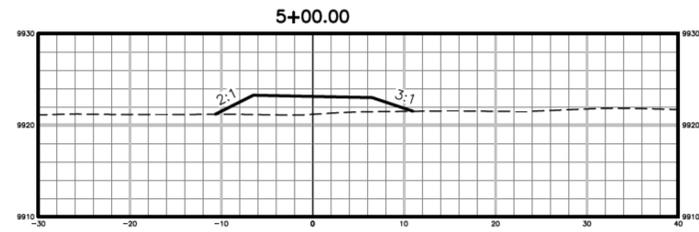
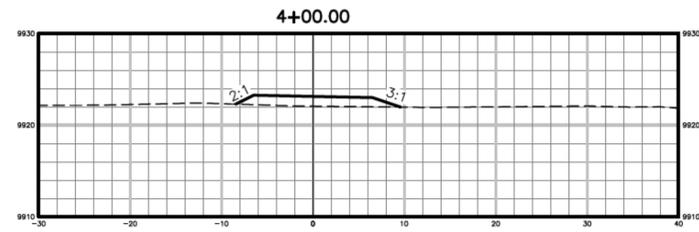
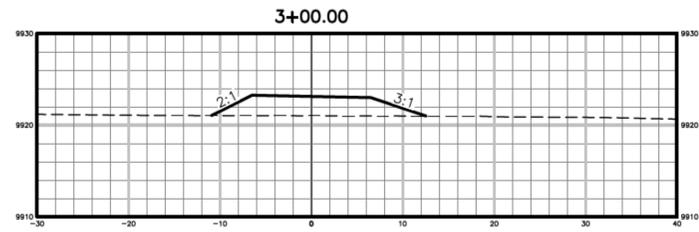
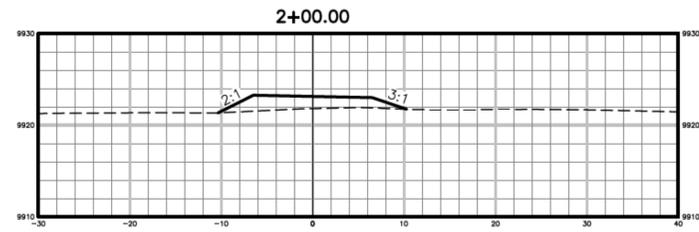
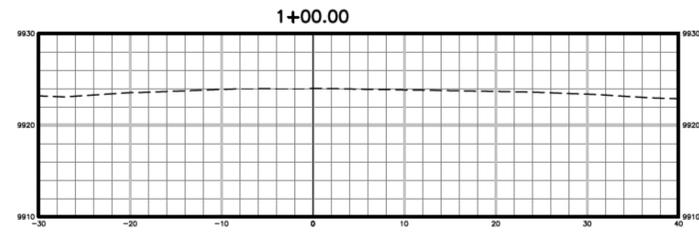
SNOWCAP COAL CO.

NO.	DATE	BY	CHK'D	DESCRIPTION

Date: Jan 2022
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Sheet: **5** OF **10**
Filing No. **C-2119**



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VINCIENT NO. 2 RESERVOIR RECONSTRUCTION CROSS-SECTIONS

SNOWCAP COAL CO.

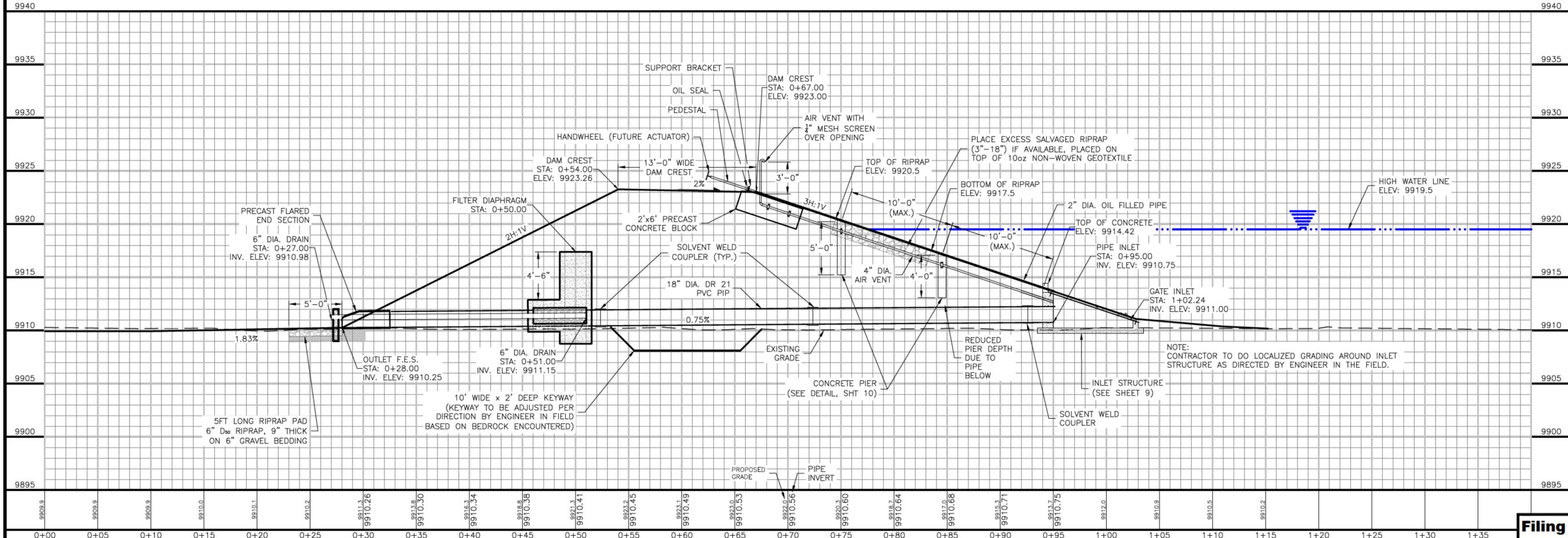
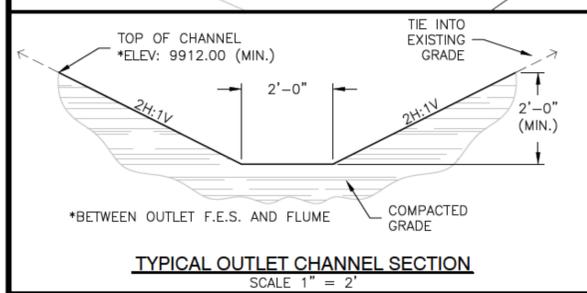
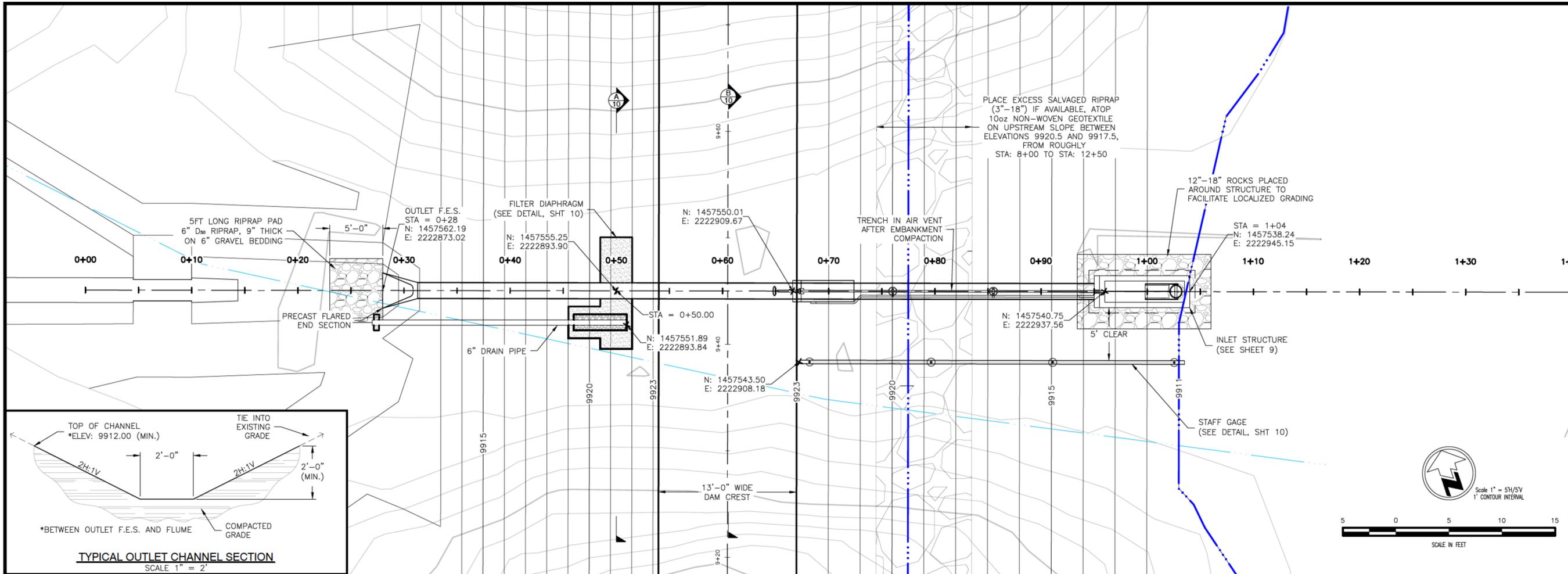
NO	DATE	BY	CHK'D	DESCRIPTION

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Sheet: **6** OF **10**

Filing No. **C-2119**



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**VINCENT NO. 2 RESERVOIR
RECONSTRUCTION**
**DAM OUTLET PLAN
AND PROFILE**

SNOWCAP COAL CO.

NO.	DATE	BY	CHK'D	DESCRIPTION

Date: Jan2022
Job No: 21-115
Drawn: TH
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Filing No. **C-2119**

7.9.3.3 All areas inundated by the reservoir and IDF surcharge.

7.9.4 Pipelines, utility lines, or any other construction that penetrates through the dam, abutment areas below the dam crest elevation, or that are within a distance of 50 feet or the height of the dam, whichever is greater, from either toe of the dam shall not be allowed without prior written approval by the State Engineer.

Rule 8. Construction Requirements

8.1 Pre-Construction.

8.1.1 Water Diversion Plan.

8.1.1.1 A plan to control surface water during construction shall be developed by the construction contractor based on information and requirements provided by an Engineer. The plan shall state the return interval or annual exceedance probability for the storm event the system is designed to protect against. The plan shall be prepared under the direction of an Engineer meeting the requirements of Rule [4.10](#).

8.1.1.2 The plan shall be approved by the Engineer and submitted to the State Engineer in advance of construction of the diversion facilities.

8.1.1.3 A hazard classification evaluation shall be performed by an Engineer based on consequences to the public for any proposed cofferdam. If the water diversion system is found to be High or Significant Hazard, the design shall meet the requirements of [Rule 7](#).

8.1.1.4 The water diversion plan shall address the removal or abandonment of cofferdams, spillways, conduits, or other temporary features after construction is complete.

8.1.2 **Construction Observation Plan.** Not less than thirty (30) days prior to construction, the Engineer shall submit a construction observation plan to the State Engineer. The construction observation plan shall include, at a minimum:

- A. The anticipated date of the start of construction;
- B. Names and resumes of the Engineer and staff to be used on the project;
- C. A construction observation schedule for the Engineer and staff;
- D. For dams on rock foundations, a schedule for observations of the foundation by a Geologist;
- E. A quality assurance plan including a schedule of the construction material tests; and
- F. Identification of the firm and qualifications of the personnel that will conduct the construction material tests in the field and in the laboratory.

8.1.2.1 **Approval.** Within fourteen (14) days of receipt, the State Engineer shall provide written comments and approval, or conditions for approval, of the construction observation plan. Construction shall not commence without approval of the observation plan by the State Engineer.

8.1.3 **Pre-Construction Meeting.** Prior to commencement of construction, a meeting shall be held between the Engineer, Owner, State Engineer, and contractor. The State Engineer shall be notified at least fourteen (14) days prior to the meeting. The contractor shall present and thoroughly explain its construction work plan along with any anticipated construction difficulties. The name of the subcontractors shall be furnished to the State Engineer at the meeting. Project

communication protocol between the Owner, Engineer, and the State Engineer shall be established at the pre-construction meeting.

8.2 Construction.

8.2.1 Engineer's Observation. The Engineer shall observe the progress and quality of the construction in accordance with the approved construction observation plan. The Engineer shall endeavor to prevent defects and deficiencies in the construction of the dam and appurtenant structures, and shall disapprove or reject work failing to conform to the approved plans and specifications. In cases where the Engineer has a contractual relationship with the contractor to provide engineering services, the Owner shall provide an independent, third-party engineer to perform the engineering quality assurance observations.

8.2.2 Construction Records. The Engineer shall maintain a record of construction that, at a minimum, shall include daily activity and progress reports, design change orders, all materials testing results, gate and valve installation certifications, photographs sufficient to provide a record of foundation conditions and various stages of the construction through completion, all geologic information obtained, and documentation of any construction problems and remedies.

8.2.3 Progress Reports. Progress reports summarizing the status of the work shall be submitted to the State Engineer during the project at a minimum frequency and in a format agreed upon during the pre-construction meeting. The progress report shall include the contractor's three-week look-ahead schedule.

8.2.4 Notice for Inspection. The Engineer shall give the State Engineer at least five (5) days advance notice of any work items listed by the State Engineer in the pre-construction meeting, to allow for observation by the State Engineer.

8.2.5 Design Change Order. When unforeseen site conditions or material availability require that the construction work differ significantly from the approved plans and specifications, a design change order, including details, shall be provided by the Engineer to the State Engineer. No change shall be executed until approved by the State Engineer. Major changes shall be submitted in writing with supporting documentation, and approved in writing by the State Engineer. Minor changes, as determined by the State Engineer, may be approved verbally and documented in the final construction documents.

8.2.6 Final Inspection. The Engineer shall give the State Engineer at least fourteen (14) days advance notice prior to the project's final construction inspection. The Engineer shall document the completion of any punch list items.

8.3 Acceptance of Construction. Construction shall not be deemed complete nor shall storage of water be permitted until the State Engineer furnishes to the Owner a written statement of acceptance. The acceptance shall state the as-constructed dam dimensions, the capacity of the reservoir, and any limitations upon or requirements for the use of the dam. The State Engineer shall furnish the acceptance or denial within sixty (60) days of receipt of construction completion documents as outlined below.

8.3.1 Construction Completion Documents. The Engineer shall provide the following construction documentation within sixty (60) days of the final construction inspection:

8.3.1.1 A written notification that the project is complete and in general conforms with the approved plans, specifications, and design change orders.

8.3.1.2 A schedule for the first filling of the reservoir specifying fill rates, water level elevations to be held for observation, and a schedule for inspecting and monitoring the dam.

8.3.1.3 As-constructed plans showing the original approved plans amended to include any major or minor changes.

8.3.1.4 A final construction report summarizing construction, problems encountered and solutions implemented to resolve the problems, and compiling the construction records as identified in Rule [8.2.2](#).

8.3.1.5 A record of the location of permanent monuments and instrumentation as well as installation details and initial surveys and readings, if applicable.

8.3.1.6 The approved dam observation and monitoring plan in accordance with Rule [13.4](#).

8.3.1.7 A new or updated Emergency Action Plan including current inundation map in accordance with Rule [13.7](#).

8.3.2 For new dams and enlargements, the Engineer shall provide periodic review of the data included in the dam observation and monitoring plan on at least an annual basis for the first five years following construction completion. The Engineer shall submit the data and a written assessment of the dam's performance to the State Engineer annually.

8.3.3 **Temporary Approval.** Upon written request by the Owner and for good cause shown, the State Engineer may temporarily approve storage of water prior to submitting the construction completion documents. Only a partial reservoir filling will be granted under this Rule. Final acceptance of the construction for full use of the reservoir will not be granted until the requirements of Rule [8.3](#) have been satisfactorily completed. The written request shall include, at a minimum:

- A. A schedule for compliance with Rule [8.3](#);
- B. A notification letter signed and sealed by the Engineer in accordance with Rule [8.3.1.1](#);
- C. A schedule for the first filling of reservoir in accordance Rule [8.3.1.2](#);
- D. A monitoring plan for observing the behavior of the dam and appurtenances during the initial filling or refilling of the reservoir; and
- E. A new or updated EAP prepared in accordance with Rule [13.7](#).

Rule 9. Requirements for Removing or Breaching an Existing Dam

9.1 **Breach Plan and Application.** An Owner proposing to permanently remove or breach a dam shall submit an application package to be approved by the State Engineer prior to commencing work. The application shall be completed on a form provided by the State Engineer and shall include the following:

9.1.1 Documentation demonstrating that notice has been given to land owners and agencies potentially impacted by removal or breach of the dam.

9.1.2 Documentation showing that all permitting requirements by local, state and federal agencies have been satisfied.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO SNOWCAP COAL COMPANY INC. FOR REAL PROPERTY COMMONLY KNOWN AS VINCENT RESERVOIR PROPERTY AND AMENDING AND CONFIRMING THE LEASE WITH VANWINKLE RANCH LLC FOR REAL PROPERTY COMMONLY KNOWN AS THE SOMERVILLE AND ANDERSONS RANCHES AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction (City) owns property on Grand Mesa and has for many years leased much of it for agrarian uses. The City has had a long and good relationship with VanWinkle Ranches and in April of 2020 extended the lease for the real property known as the Somerville and Anderson Ranches (Ranch Property and in context Ranch Property Lease). The Ranch Property includes an unused reservoir and dam formerly known as Vincent Reservoir No. 2.

For the reasons described in the lease, Snowcap Coal Company Inc. (Snowcap) will benefit from the rehabilitation and use of Vincent Reservoir No. 2 and certain surrounding property (Vincent Property) for its operations. To access the Vincent Property Snowcap will need to cross the Ranch Property.

Snowcap's plans to rehabilitate the dam and reservoir on the Vincent Property, as the same are defined and described in the Snowcap lease (Snowcap Lease) includes leasing the Vincent Property from the City for a term longer than the Ranch Property Lease.

To facilitate Snowcap the City and VanWinkle Ranches have agreed to enter into the Snowcap Lease and sublease for the reservoir and dam on the Vincent Property to Snowcap. Snowcap has separately negotiated a sublease with VanWinkle, which sublease together with the Snowcap Lease will amend the Ranch Property Lease.

Snowcap, VanWinkle Ranches, and the City have agreed to certain terms and conditions for the use of the Vincent Property and in accordance with the Snowcap Lease, which is attached to and incorporated in this Ordinance as if fully set forth, and the sublease the parties desire to enter into contract. The primary term of the Snowcap Lease shall be twenty-five years, with consideration for renewals thereafter as provided in the Snowcap Lease.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Snowcap Lease, and the making of, and amendment(s) to the Ranch Property Lease; and,

2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Ranch Property and the Vincent Property described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved and confirmed; and,

3. The Snowcap Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for _____ 2022, this 15th day of June 2022 by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this ___ day of July 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: July 6, 2022

Presented By: Anna Stout

Department: Finance

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Concerning the 2022 Salary of the City Manager

RECOMMENDATION:

Adoption of the ordinance.

EXECUTIVE SUMMARY:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance. The City Council has found the City Manager's performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton to \$237,550 rounded to the nearest whole dollar.

BACKGROUND OR DETAILED INFORMATION:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton rounded to the nearest whole dollar. The City Manager's 2022 compensation will be \$237,550.00

The adoption of the ordinance will amend the terms of the City Manager's employment agreement with the compensation, as established in the Ordinance, being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of employment being unchanged together with said compensation being paid until amended by subsequent action of the City Council.

FISCAL IMPACT:

The City Council has previously approved Ordinance 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees and the salary established for the City Manager by this Ordinance is within the appropriation authorized by Ordinance 5042.

SUGGESTED MOTION:

I move (adopt/deny) Ordinance No. 5083, an ordinance concerning the 2022 salary of the City Manager on final passage and order final publication in pamphlet form.

Attachments

1. ORD-2022 CM Salary

**CITY OF GRAND JUNCTION
ORDINANCE NO.**

AN ORDINANCE CONCERNING THE SALARY OF THE CITY MANAGER

RECITALS.

On December 1, 2021, the City Council approved Ordinance No. 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees. The wage increase for eligible employees was dependent on each employee being evaluated by his/her supervisor and being rated as performing at or above expectations. In addition to the wage increase, the budget assumed and reflected that certain market adjustments and other changes would be made to the City's pay plan. Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton rounded to the nearest whole dollar.

As necessary or required to effectuate the purposes hereof, this ordinance shall amend the terms of the City Manager's employment agreement with the compensation, as established herein, being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of employment being unchanged together with said compensation being paid until amended by subsequent action of the City Council.

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

That the foregoing Recitals are incorporated by reference and consequently that the salary of City Manager Greg Caton is and shall be set at \$237,550.00 per year and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with his employment agreement and the Charter and ordinances of the City of Grand Junction, Colorado. The City Council does authorize the President of the Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same upon second reading and final passage by action of the Council on the date appointed for the same.

INTRODUCED ON FIRST READING this 15th day of June 2022.

PASSED AND ADOPTED this ____ day of July 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: July 6, 2022
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

A Resolution Declaring Intent to Create Alley Improvement District No. ST-22

RECOMMENDATION:

Staff Recommends the City Council conduct a public hearing and review and adopt the proposed resolution.

EXECUTIVE SUMMARY:

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley:

- North/South Alley from Fairview Ave to Hale Ave, between Rockaway Avenue and Crawford Avenue

The public hearing to form the district is scheduled for July 6th as City code requires 30 days from the date of notification to the public hearing.

BACKGROUND OR DETAILED INFORMATION:

Alley Improvement District Program

People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council may also establish assessment rates by resolution. Assessment rates for alleys are based on percentages of total assessable costs the City will contribute for three property uses: 85% per abutting foot for residential single-family uses, 75% per abutting foot for residential multi-family uses, and 50% per abutting foot for non-residential uses.

A summary of the process that follows submittal of the petition is provided below.

Date	Steps	Action
June 1, 2022	1.	City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
Proposed for July 6, 2022	2.	Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
Proposed for October, 2022	3.	Council awards the construction contract.
October - November, 2022	4.	Construction.
December 2022	5.	After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
January 2023	6.	Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
February 2023	7.	Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
March 2023	8.	The adopted Ordinance is published.
	9.	The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

Petition and Right-of-Way

Certain property owners along this alley have expressed interest in creating an alley improvement district for at least 3 years and funds were budgeted in 2022 to support this request. The property owners then began circulating a petition to those having interest in the district and held a neighborhood meeting. The City has received petition signatures from a majority of owners in support of the alley (representing 56% of the owners, 53% of the frontages in favor), thus technically satisfying the requirements for the City to consider the formation of the district. This alley differs from most other alleys in the City because there is no right-of-way for the entirety of the alley and relies on prescriptive easements for public access, including access for City trash services. City

Staff have requested that the necessary right-of-way be formally dedicated prior to the construction of public improvements in the alley. Right-of-way exists, or has been secured, for 19 of the 25 properties with 6 remaining properties that have or may claim to have ownership to the center of the alley. However, such claim would be subject to the City's claim of a prescriptive easement.

The only comments the City has received from property owners opposed to the project are related to the cost of the improvements and claims of financial hardship that would make it difficult to afford the assessments. Options do exist within the improvement district program to pay for the necessary right-of-way acquisitions and incorporate them into the cost of the district, but it may cause concerns about equity between neighbors who have already dedicated their property and would further increase the assessment costs.

Options Available to Council

1. Adopt Resolution No. 56-22, a resolution creating and establishing Alley Improvement District No. ST- 22 within the corporate limits of the City of Grand Junction, Colorado and authorizing the City engineer to prepare details and specifications for the same.
2. Deny Resolution No. 56-22 based on the finding that the petition is unsuccessful without resolution of right-of-way necessary for alley improvement district.
3. Due to the issues with right-of-way, potential issues with financial hardship of the property owners, and the fact that this particular district would only recover 18% from the property owners, one option would be for the City to consider paying for the entirety of the improvements if all right-of-way is dedicated. This option would eliminate the need to create an improvement district altogether and reduce the City's costs associated with collection of fees.

FISCAL IMPACT:

The estimated cost of construction for this project is \$256,200.00 with the property owners responsible for \$46,095.74 of the expenses if the improvement district is successful. The net cost to the City is estimated to be \$210,104.26 and is currently budgeted within the City's 2022 Adopted Budget in the Sales Tax Capital Improvement Fund with offsetting revenues for property owner's share estimated to cover 18% of the total cost.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 56-22, a resolution creating and establishing Alley Improvement District No. ST- 22 within the corporate limits of the City of Grand Junction, Colorado and authorizing the City engineer to prepare details and specifications for the same.

Attachments

1. Intent to Create ST22 - Summary and Exhibit
2. Resolution 56-22

SUMMARY OF ESTIMATED COSTS

PROPOSED ALLEY IMPROVEMENT DISTRICT ROCKAWAY AVENUE TO CRAWFORD AVENUE HALE AVENUE TO FAIRVIEW AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
* Gene Levy	25	31.50	787.50
Kevin F. and Kathleen O. Birch	25	31.50	787.50
* Mean Kitty Investments, LLC	25	31.50	787.50
* Mean Kitty Investments, LLC	43.81	31.50	1,380.01
* Mean Kitty Investments, LLC	43.81	31.50	1,380.01
* McLaughlin Real Estate, LLC	37.5	31.50	1,181.25
* Walter C. Smith	110	105.00	11,550.00
* Walter C. Smith	25	31.50	787.50
* Peebles DeJarnatt Living Trust	50	31.50	1,575.00
Collin Douglas & Valencia Marissa Page	75	31.50	2,362.50
Charles A. & Joan Cordova	85	31.50	2,677.50
Larry J. Badini & George E. Wheeler	12.5	31.50	393.75
* 409 Crawford LLC	50	31.50	1,575.00
Justo & Manuela Reyes Leon	50	31.50	1,575.00
* Tracy M. DiGesualdo	43.81	31.50	1,380.01
* Tracy M. DiGesualdo	43.81	31.50	1,380.01
* Derek E. Williams	50.07	31.50	1,577.20
Adelmo Nestor Gallegos	37.5	31.50	1,074.00
Hilda M. & Eduardo Landeros	37.5	31.50	1,074.00
Garth E. & Carla A. Gardner	37.5	31.50	1,074.00
Marco Antonio Beltran	37.5	31.50	1,074.00
* Tevin Freitas	50	31.50	1,575.00
Alberto & Josefina Ibarra	100	31.50	3,150.00
* Derek E. Williams & Tracy M. DiGesualdo	50	31.50	1,575.00
Reona J. Beltran	75	31.50	<u>2,362.50</u>
ASSESSABLE FOOTAGE TOTAL	1,220.31		46,095.74

Estimated Cost to Construct	\$ 256,200.00
Maximum Cost to Owners	<u>\$ 46,095.74</u>
Estimated Cost to City	\$ 210,104.26

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 6% per annum on the declining balance.

* Represent owners signing in favor of the improvements are 14/25 owners or 56% of the owners representing or 53% of the assessable footage.

RESOLUTION NO. 56-22

**A RESOLUTION CREATING AND ESTABLISHING
ALLEY IMPROVEMENT DISTRICT NO. ST-22
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION,
COLORADO, AUTHORIZING THE RECONSTRUCTION OF CERTAIN ALLEYS,
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE PAVING
THEREON AND PROVIDING FOR THE PAYMENT THEREOF**

WHEREAS, a majority of the property owners to be assessed have petitioned the City Council, under the provisions of Chapter 28 of the City of Grand Junction Municipal Code, as amended, and People's Ordinance No. 33, to create an Alley Improvement District for the construction of improvements as follows:

Location of Improvements:

- North/South Alley between Rockway Avenue and Crawford Avenue from Hale Avenue and Fairview Avenue

Type of Improvements - To include base course material under a mat of Concrete Pavement and construction or reconstruction of concrete approaches as deemed necessary by the City Engineer; and

WHEREAS, the City Council has found and determined, and does hereby find and determine, that the construction of alley improvements as petitioned for is necessary for the health, safety and welfare of the residents of the territory to be served and would be of special benefit to the property included within said District; and

WHEREAS, on the 1st day of June, 2022, the City Council of the City of Grand Junction, Colorado, passed a Resolution Stating its Intent to Create Alley Improvement District No. ST-22, authorizing the City Engineer to prepare full details, plans and specifications for the paving thereon together with a map of the District to be assessed, and authorizing Notice of Intention to Create said District; and

WHEREAS, Notice of Intention to create said District was duly published.

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

1. That the District lands to be assessed are described as follows:

Lots 1 through 5, inclusive, Calle Olvidada Subdivision, City of Grand Junction,
AND ALSO;

Lots 1 through 5, inclusive, and Lots 15 through 48, inclusive, Block 2; Amended Plat Joseph A.K. Crawford and Thomas B. Crawford Subdivision;
All in the City of Grand Junction, and Mesa County, Colorado.

2. That the assessment levied against the respective properties will be as follows per each linear foot directly abutting the alley right-of-way:

Properties located within any zone other than residential and properties which are used and occupied for any purpose other than residential shall be assessed 50 percent of the assessable cost per abutting foot; provided, however, that existing multi-family uses within a non-residential zone shall be assessed at the multi-family rate of 25 percent of the assessable cost per abutting foot;

Properties located in a residential multi-family zone shall be assessed at the residential multi-family rate of 25 percent of the assessable cost per abutting foot.

Properties located in a single-family residential zone shall be assessed at 15 percent of the assessable cost per abutting foot.

Properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

If the use of any property changes, or if a property is rezoned any time prior to the assessment hearing, the assessment shall reflect that change.

The total amount of assessable footage for properties receiving the single-family residential rate is estimated to be 1,110.31 feet and the total amount of assessable footage for properties receiving the non-residential rate is 110 feet.

3. That the assessments to be levied against the properties in the District to pay the cost of such improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs becomes final, and, if paid during this period, the amount added for costs of collection and other incidentals shall be deducted; provided, however, that failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay the assessment, together with an additional six percent (6%) one-time charge for cost of collection and other incidentals, as required by the Mesa County Treasurer's office, which shall be added to the principal payable in ten (10) annual installments, the first of which shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 6 percent per annum on the unpaid principal, payable annually.

4. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for such paving; and a map of the district depicting the real

property to be assessed from which the amount of assessment to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

PASSED and ADOPTED this 6th day of July 2022.

Anna M. Stout
President of the Council

Attest:

Amy Phillips
City Clerk

