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**CITY COUNCIL AGENDA  
WEDNESDAY, OCTOBER 4, 2023  
250 NORTH 5<sup>TH</sup> 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**

**Proclamations**

Proclaiming October 8 - 14, 2023 as Fire Prevention Week in the City of Grand Junction

**Appointments**

To the Commission on Arts and Culture

**Public 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.*

*The public has four options to provide Public 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, October 4, 2023 or 4) submitting comments [online](#) until noon on Wednesday, October 4, 2023 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Boards and Commission Liaison 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 September 18, 2023 Workshop
- b. Minutes of the September 20, 2023 Special Meeting
- c. Minutes of the September 20, 2023 Regular Meeting

## **2. Set Public Hearings**

- a. Quasi-judicial
  - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the PERS Investments Annexation of 1.49 Acres, Located at 3175 D Road, and Setting a Public Hearing for November 15, 2023

## **3. Agreements**

- a. Intergovernmental Agreement with Mesa County for Long's Family Memorial Park Scheduling

## **4. Procurements**

- a. Authorize a Construction Contract for 2023 Sewer Replacements

## **5. Resolutions**

- a. A Resolution Approving an Agreement for Advance of Transportation Capacity Payments, as a Loan, to Redlands Three Sixty, LLC for the Construction of a Single-Lane Roundabout at the Intersection of Highway 340 and 23 Road along with a Right-In only Intersection at Highway 340 and South Broadway
- b. A Resolution Supporting the Designation of a National Monument to Protect the Dolores River Canyon Country

**REGULAR AGENDA**

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

## **6. Public Hearings**

- a. Legislative
  - i. An Ordinance Authorizing a Supplemental Appropriation for Funding of the Joseph Center Expansion Project
  - ii. An Ordinance Regarding the Purchasing Policy
- b. Quasi-judicial
  - i. Ordinances Annexing 23.35-Acre Tallman Enclave Annexation Located in the Orchard Mesa Commercial Park Subdivision (Book 11, Page 319) Including 2735 Through 2739 Highway 50 and 2726 1/2 Through 2736 B 1/4 Road and Zoning 11.28 Acres to C-2 (General Commercial) and Zoning 0.51 Acres to R-8 (Residential 8 du/ac)
  - ii. Ordinances Annexing and Zoning the Adams Enclave Annexation Consisting of 0.23 Acres Located at 2738 B 1/4 Road and Zoning to City C-2 (General Commercial)

## **7. Procurements**

- a. Contract Approval for the Construction Manager - General Contractor for the Community Recreation Center

## **8. Resolutions**

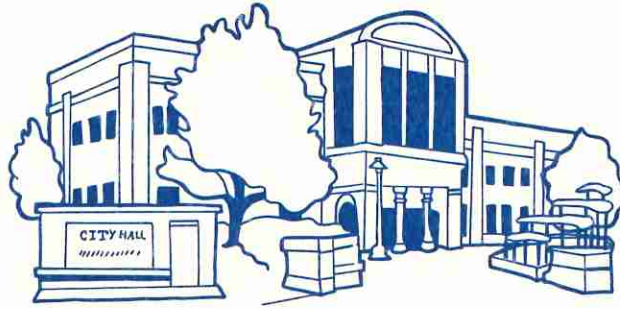
- a. A Resolution Regarding Authorization and Execution of a Public Improvements Funding Agreement by and between the Western Slope Metropolitan District, CV NG LLC and the City for financing of public improvements at or near 766 24 Road and properties identified by parcel nos. 2701-332-00-028 and 2701-332-00-027

## **9. Non-Scheduled Comments**

*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.*

## **10. Other Business**

## **11. Adjournment**



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** the City of Grand Junction is committed to ensuring the safety and security of all those living in and visiting Grand Junction; and
- Whereas,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- Whereas,** cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and
- Whereas,** two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and
- Whereas,** more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and
- Whereas,** City of Grand Junction first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection, education; and
- Whereas,** The 2023 Fire Prevention Week theme “Cooking Safety Starts with You: Pay Attention to Fire Prevention” effectively reminds us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

**NOW, THEREFORE,** I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim October 8-14 of 2023 as

## *“Fire Prevention Week”*

In the City of Grand Junction and urge all citizens of Grand Junction to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the City of Grand Junction’s Fire and Emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 29<sup>th</sup> day of September 2023.

A handwritten signature in black ink, appearing to read "Anna Stout", written over a horizontal line.

Mayor





Grand Junction City Council

Regular Session

Item #

**Meeting Date:** October 4, 2023

**Presented By:** Amy Phillips, City Clerk

**Department:** City Clerk

**Submitted By:** Kerry Graves

**Information**

**SUBJECT:**

To the Commission on Arts and Culture

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Commission on Arts and Culture.

**EXECUTIVE SUMMARY:**

There are 3 full-term vacancies and 3 partial-term vacancies on the Commission on Arts and Culture.

**BACKGROUND OR DETAILED INFORMATION:**

Erica Zajackowski and Jan Moorman have terms expiring on February 28, 2024. Lindsay Jaeger resigned on July 11, 2023, Sarah Rahm resigned on March 28, 2023, Elize Lopez resigned on March 21, 2023, and Cynthia Underwood resigned on March 8, 2023.

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

To (appoint/not appoint) the interview committee's recommendation to the Commission on Arts and Culture.

**Attachments**

None

## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY** **September 18, 2023**

**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 Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz (virtual), Dennis Simpson, Mayor Pro Tem Abe Herman, and Mayor Anna Stout.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Director of Community Development Tamra Allen, Engineering Manager Ken Haley, Finance Director Emeritus Jodi Welch, Finance Director Jennifer Tomaszewski, Public Works Director Trent Prall, General Services Director Jay Valentine, Director of Parks and Recreation Ken Sherbenou, City Clerk Amy Phillips, and Deputy City Clerk Selestina Sandoval.

### **1. Discussion Topics**

#### **a. Community Recreation Center Design (CRC)**

Director of Parks and Recreation Ken Sherbenou, Parks and Recreation Advisory Board member Bill Findley, and BRS Consultant Craig Bauck explained that Barker-Rinker-Seacat, partnered with Chamberlin Architects, and a broad team of engineers of every trade necessary to design a CRC in July 2022. Since then, the design has been evolving and another round of public engagement is scheduled for this week to ensure the CRC reflects the uniqueness of Grand Junction and meets the community's current needs for indoor recreation as much as possible.

BRS and Chamberlin gave a thorough presentation to Council during its workshop. It was noted that public feedback drove the creation of the 2022 CRC plan; and it is imperative to continue this connection through the design process and into construction. To do so, they will hold a Focus group meeting, a Parks and Recreation Advisory Board (PRAB) special CRC committee meeting, while in town and conclude with a public forum. The same presentation which was presented to Council will be recorded and made available for viewing and additional public comment online at EngageGJ.org.

The presentation included:

- Design, finalization, capacity determination, material selection, bidding, permitting, and construction.
- Budget management, independent cost estimates, contractor input, and prioritizing potential project additions.
- Updates on the project's site plan, emphasizing sustainability, stormwater management, and outdoor activation of spaces.
- Floor plan updates, such as adding additional swimming lanes, and a physical therapy space, and focus on building orientation for optimal views and energy efficiency.

- Research into long-lasting and low-maintenance building materials.
- Consideration of geothermal heating options, state interest in supporting geothermal initiatives, funding and operational challenges.
- Potential partnership with a physical therapy provider.
- Importance of prioritizing community needs over catering to specific interests with a focus on serving the broadest segment of the population.

Discussion ensued regarding geothermal heating which included possible grants, the benefits and challenges, such as the need for a balanced system due to the pool's constant heating needs, and a potential partnership with a physical therapy facility. Initial discussions started around 15 months ago. The City sent out a proposal to local hospitals, and more recently, they issued an RFP to engage broader interest. The space allocated for physical therapy was approximately 2900 square feet, and a plan to build it up to a "white box" stage and then potentially lease it out to a tenant has been proposed.

Discussion concluded with next steps, additional project updates including the current recruitment of the Construction Manager - General Contractor (CMGC), pursuit of grants, additional evaluation of building adjacencies to maximize compatibility and the continued evolution of the design threads described in the 2022 CRC Plan.

Council thanked staff, the design team and all involved in the project development.

**Clerk note:**

*Item (A) did not take the full hour allotted, and the State Demographer would not be available until 6:30 p.m., so to keep the meeting moving, the Mayor requested that Item (C) be introduced.*

**c. Materials Recovery Facility (MRF)**

Director of General Services Jay Valentine introduced Consultants from by LBA Associates, Inc. in partnership with Kessler Consulting, Inc. who evaluated two MRF options to assess the economic viability of creating a new recyclables processing hub on the Western Slope that anticipates implementation of a new state-wide extended producer responsibility (EPR) program. Mr. Valentine explained that the City of Grand Junction is dedicated to maximizing landfill diversion practices. In 2022, the City acquired the recyclables collection and transfer operations of Curbside Recycling, Inc. (CRI), a long-standing private partner. The transition included the management of a multi-stream curbside system, the initiation of a dual-stream program, and the introduction of a green waste automated curbside program. The City's commitment to landfill diversion aligns with City Council sustainability goals.

The EPR legislation is on the horizon, with the potential to significantly increase landfill diversion rates in Colorado. This legislation aims to enhance recyclable recovery rates and introduce a new revenue stream generated by manufacturers of printed paper and packaging materials. This legislation is projected to enhance landfill diversion rates three- to four-fold across the state.

The idea behind EPR is that revenue from manufacturers will subsidize the costs associated with recyclable collection, transfer, and processing. Residential programs are expected to benefit from this revenue stream as early as 2026, with non-residential programs following suit by 2028 if statutory deadlines are met. The full scope and impact of Colorado's EPR program remains uncertain, making advanced planning a complex undertaking.

To address these challenges and prepare for EPR implementation, the City is evaluating Material Recovery Facility (MRF) capacities, capabilities, and costs. This evaluation is crucial for determining the necessary modifications to handle dual-stream and single-stream materials efficiently. The EPR program is expected to provide capital funding for the development of processing infrastructure, especially in underserved areas like the Western Slope. According to the feasibility report, depending on size and capability, cost estimates range from \$18.5 - \$32.8 million.

**Clerk Note:**

*Council concluded the introduction of the Item (C) and continued the meeting with Item (B) as the State Demographer was online for her presentation.*

**b. Presentation by the State Demographer**

The State Demography Office is the primary source for Colorado population and demographic information. Elizabeth Garner is our State Demographer. The Office provides population estimates and forecasts for Colorado's regions, counties, and municipalities developed by the State Demography Office and the U.S. Census Bureau. The State Demographer attended the workshop virtually and discussed demographics such as age, ethnicity, wages, employment, and growth.

The presentation noted several key points.

1. **Interconnectedness:** The presentation emphasized the interconnectedness of demographic and economic factors, such as jobs, labor force, population, age, ethnicity, and housing, and how these factors influence the region.
2. **Population Growth:** Colorado experienced substantial population growth over the past decade, but there has been a significant slowdown in the last two years, impacting Mesa County and Grand Junction.
3. **Aging Population:** The rapid growth of the 65-plus population and its implications for the labor force and economic demand.
4. **Regional Growth:** Larger counties are growing, while smaller ones are shrinking. Grand Junction's role as a regional center was emphasized.
5. **Population Change Components:** The components of population growth – births, deaths, and net migration – were discussed, with a focus of their impact on planning and development.
6. **Net Migration and Impact of Business Cycles:** Net migration's role in population change in Mesa County was highlighted, along with its correlation to economic conditions was shown to be influenced by economic cycles, with peaks and valleys.
7. **Housing Construction Trends:** Historical housing construction trends in Mesa County were discussed, particularly how economic cycles impact supply and demand.



8. **Population Aging and Housing:** The aging population's impact on housing supply and demand was explored, including the challenge of housing availability for the next generation.
9. **Financial Well-Being of Retirees:** Questions were raised about the financial well-being of retirees and concerns about their retirement resources.
10. **Housing Options for Seniors:** Concerns about seniors aging in large houses and the need for downsizing was discussed.
11. **Retail Jobs:** Discussions revolved around the nature and sustainability of retail jobs, especially those with lower wages.
12. **Impact on Tax Revenue:** The impact of the spending habits of an aging population on tax revenue, particularly regarding services and goods, was considered.

The Council expressed appreciation for the data-driven presentation and its value in decision-making, highlighting the complexity of demographic and economic factors affecting Mesa County and Grand Junction, emphasizing the need for strategic planning to address these trends effectively.

**c. Materials Recovery Facility**

In this part of the discussion, the focus was on the next steps and recommendations for the City's waste management and recycling efforts. Key points and questions raised include:

1. **Policy Recommendations:** The presentation highlighted critical policy recommendations, including flow control and hauler reporting. Flow control would ensure that waste goes to the designated facility, which is essential for its success. Hauler reporting would require solid waste haulers to provide data on the quantities of waste and recyclables they collect. These policies are considered time-critical for the facility's success and should be implemented as early as late 2023.
2. **Regional Approach:** The presentation emphasized the importance of considering a regional approach for waste management and recycling. Partnering with other municipalities and the unincorporated regions of Mesa County to implement flow control on a regional level is recommended. This approach has been successful in other areas and is favored by Extended Producer Responsibility (EPR) programs.
3. **Mandatory Recycling Policy:** The presentation suggested exploring the implementation of a mandatory recycling policy for both residential and non-residential generators within the City. This policy could help ensure that recyclables are collected and processed, which may positively influence EPR funding decisions.
4. **Interim Upgrades:** There was a mention of interim upgrades to the recycling center to bridge the gap between the current state and the development of a new facility. These upgrades could help manage the increasing volume of recyclables.
5. **Property Considerations:** The need to assess the suitability of the potential property for the facility was mentioned. This includes evaluating demolition and retrofit needs and determining the associated costs.
6. **EPR and Sustainability:** The presentation emphasized the value of keeping momentum in waste management and recycling efforts while waiting for details on Extended Producer Responsibility (EPR) programs. EPR programs are expected to prioritize programs that are already in place and progressing.
7. **Regional Market:** The question of competition and potential market opportunities for a larger Materials Recovery Facility (Murph) was raised. It's noted that there is currently a

limited number of such facilities on the Western Slope, with most materials being transported to Denver or Salt Lake City.

8. **Charging Haulers:** There's was a question about whether haulers will be charged to drop off recyclables, considering that these materials can be sold as salable products.

### **City Council Communication**

A concern regarding the closing of Whitman Park was discussed and how the decision was made, announced, and executed, as well as all those affected by the decision.

Discussion ensued, resulting in Councilmembers agreeing on the format for a listening session which will be added to the City Council agenda for Wednesday's meeting, and the scheduling of a community meeting with City Staff, Service Providers for the unhoused, and community members regarding Housing and People Experiencing Homelessness as soon as possible.

Councilmembers decided they will attend to listen to community concerns without actively participating in answering questions.

### **Next Workshop Topics**

City Manager Caton reported the item for the October 2, 2023 Workshop will be:

- The City Manager's Proposed 2024 Budget

### **Adjournment**

There being no further business, the Workshop adjourned at 9:30 p.m.

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

**City Hall Administration Conference Room**

**September 20, 2023**

**Call to Order**

Council President Anna Stout called the Special Meeting of the Grand Junction City Council to order at 4:45 p.m. on the 20<sup>th</sup> day of September 2023.

Councilmembers Beilfuss, Kennedy, Nguyen, Reitz, Simpson (via phone), Council President *pro tem* Herman and Council President Stout (via phone) were present.

Also present were City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Finance Director Jodi Welch, General Services Director Jay Valentine, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Public Works Director Trent Prall, and Police Chief Matt Smith. There was no public in attendance.

**Executive Session**

Councilmember Reitz moved and Councilmember Beilfuss seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 754 HORIZON DRIVE, GRAND JUNCTION, COLORADO.***

With a unanimous vote the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in City Hall Administration Conference Room.

Upon completion of the Executive Session, Councilmember Nguyen moved, and Councilmember Kennedy seconded a motion to adjourn the Executive Session. The motion passed 7-0.

**Adjournment**

Without objection to the form or content of the Executive Session and there being no further business, Council President *pro tem* Herman adjourned the Executive Session at 5:25 p.m.

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Amy Phillips  
City Clerk



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

**September 20, 2023**

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

The City Council of the City of Grand Junction convened into regular session on the 20<sup>th</sup> day of September 2023 at 5:33 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson (virtual), and Council President Pro Tem Abe Herman. Council President Anna Stout was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Records Manager Janet Harrell, Finance Director Emeritus Jodi Welch, Housing Manager Ashley Chambers, and General Services Director Jay Valentine.

Council President Pro Tem Herman called the meeting to order, and Councilmember Kennedy led the Pledge of Allegiance, followed by a moment of silence.

**Proclamations**

**Proclaiming September 15 - October 15, 2023 as Hispanic Heritage Month in the City of Grand Junction**

Councilmember Reitz read the proclamation. Sonia Gutierrez and members of Colorado Mesa University Latino Student Alliance and Society of Hispanic Professional Engineers accepted the proclamation.

**Proclaiming September 17 - 23, 2023 as Constitution Week in the City of Grand Junction**

Councilmember Kennedy read the proclamation. Annette Raley, Chairman of the Constitution Committee, Daughters of the American Revolution, accepted the proclamation.

**Public Comments**

Cambron (no last name given) spoke of safety issues at Walnut Park Apartments and on public buses.

John (no last name given) would like more police presence at Walnut Park Apartments, expressed concerns with their handicap parking, and drug activity nearby.

Marla Hagle spoke of being from Chicago and experiencing negativity for transplants from locals.

**Listening Session – Housing and People Experiencing Homelessness**

Mayor Pro Tem Herman announced that there will be a listening session with the public and staff on Thursday, September 21 at 10:30 a.m. at Lincoln Park Barn to discuss this item further.

Marla Hagle experienced homelessness and shared her story.

Taylor Corpier spoke of his experience becoming houseless due to unaffordable rent and spoke against the closing of Whitman Park.

Eric Niederkruger spoke of the need for an audit to see how the City’s homeless funds are being spent and spoke against the closing of Whitman Park.

Dennis Eichinger said the homeless issue needs legislation passed.

Rodney Snider, Owner of Scotty’s Muffler, spoke of how people who stay at Whitman Park have impacted his business and thanked the City for closing it.

Micheal Anton, Owner of Emtech, stated that the houseless individuals have moved to Emerson Park near his business. He believes the homeless community should be offered jobs and not coddled.

William Wade, Chairman Emeritus of HomewardBound said the community needs a collaborative effort to solve the homeless issue.

Eric Rechel wants homelessness solved and is concerned of future plans for Whitman Park.

Frank Hayde spoke against the closing of Whitman Park and of the homeless population moving to Hawthorne Park near where he lives.

Nicki Marie volunteers with several local organizations and spoke against the closing of Whitman Park.

Caleb Ferganchick spoke against the closing of Whitman Park and called for its reopening by the end of the week.

Ashley Rowley asked Council to pressure the City Manager to answer the community’s questions regarding the closing of Whitman Park and stated she disagrees with nonprofits having the primary responsibility to help the houseless.

Ian Hamilton spoke of his experience becoming houseless and disagrees with the closing of Whitman Park.

Jeanette Wiley spoke against the closing of Whitman Park.

David Stewart spoke as a former houseless individual against the closing of Whitman Park.

Jaid Beacham spoke against the closing of Whitman Park due to the added work to her nonprofit organization.

Stephania Vasconez, Executive Director of Mutual Aid Partners, thanked the City for the creation of the Housing Division, the investment into the community resource unit and the allocation of resources to houseless providers as part of the nonprofit budget. She expressed disappointment in the closing of Whitman Park and stated she didn't feel this decision was made with feedback from the Housing Division or the service providers that work with the houseless community. She said the community needs to work together to solve this problem.

Robert Surbaugh is a homeless individual who spoke against the closing of Whitman Park who believes that the homeless community needs to work with Council to find solutions.

Kaleb Wilkins spoke against the closure of Whitman Park and the need for public restrooms.

Robert Clapp has been homeless and said the houseless community need help to change their situation.

Gary Crist asked Whitman Park be reopened and that laws be enforced.

Chris (no last name given) used a metaphor of Hank the dog for the Whitman Park closure.

Sharon Contreras spoke of her experiences as a homeless individual who is against the closure of Whitman Park.

City Council took a short break at 6:55 p.m.

The meeting resumed at 7:06 p.m.

**City Manager Report**

City Manager Caton announced that Coffee with the City Manager was the previous day on the Colorado Mesa University campus with President John Marshall and had good attendance. He appreciates the strong relationship between the City and the University.

**Council Reports**

Councilmember Kennedy attended Grand Junction Economic Partnership meeting, Healthcare Innovations Symposium, and the World Comes to Grand Junction event.

Councilmember Reitz attended an ad hoc committee meeting to pass the 99-year lease measure 2.b. and is happy to get many endorsements.

Councilmember Beilfuss attended the Mesa County Valley School District 51 Declining Enrollment Committee, Club 20, Pridefest, the Commission on Arts and Culture, the World Comes to Grand Junction event, the Grand Junction Chamber of Commerce luncheon, Healthcare Innovations Symposium, and toured the Persigo Wastewater Treatment Plant and Water Treatment Plant.

Council President Pro Tem Herman attended the Parks and Recreation Advisory Board meeting.

**CONSENT AGENDA**

**1. Approval of Minutes**

- a. Summary of the August 28, 2023 Workshop
- b. Minutes of the September 6, 2023 Regular Meeting

**2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Regarding the Purchasing Policy and Setting a Public Hearing for October 4, 2023 – ***Moved to Regular Agenda***
  - ii. Introduction of an Ordinance Authorizing a Supplemental Appropriation for Funding of the Joseph Center Expansion Project and Setting a Public Hearing on October 4, 2023
- b. Quasi-judicial
  - i. Introduction of an Ordinances for Annexation and Zoning of Approximately 0.23 Acres from County RSF-4 (Residential Single Family – 4 dwelling units per acre) to City C-2 (General Commercial) for the Adams Enclave Annexation Located at 2738 B 1/4 Road, and Setting a Public Hearing for October 4, 2023
  - ii. Introduction of an Ordinance for Annexation of 23.35 Acres and an Ordinance Zoning of Approximately 9.26 Acres from County C-2 (General Commercial District) to City C-2 (General Commercial) Located at 232 27 1/4 Road through 241 27 1/4 Road and 2739 Highway 50, and Zoning of Approximately 2.02 Acres from County RSF-4 (Residential Single Family - 4 dwelling units per acre) to City C-2 Located at 2736 1/2 B 1/4 Road and 2735 Highway 50, and

Zoning of Approximately 0.51 Acres from County RSF-4 to City R-8 (Residential 8 du/ac) Located at 2736 B 1/4 Road for the Tallman Enclave Annexation, and Setting a Public Hearing for October 4, 2023

### 3. Agreements

- a. CDBG 2023 Program Year Subrecipient Agreements between Grand Valley Catholic Outreach, Habitat for Humanity of Mesa County and the City of Grand Junction

### 4. Procurements

- a. Contract for Underwriting Services – ***Moved to Regular Agenda***

### 5. Resolutions

- a. A Resolution Issuing a Revocable Permit to Allow Private Stormwater V-Pan for the Bunting Rowhomes Located at 1313 Bunting Within the Alleyway Off of N 13th Street
- b. A Resolution Authorizing the City Manager to Submit a Planning Grant Application to the U.S. Department of Transportation's FY 2023-2024 Reconnecting Communities and Neighborhoods Program for a Pedestrian/Bicycle Facility over I-70B, Union Pacific Railroad, and Riverside Parkway near 24 Road

Councilmember Simpson asked item 4.a. be removed from the Consent Agenda and Councilmember Kennedy asked item 2.a.i. be removed. Councilmember Kennedy moved, and Councilmember Reitz seconded to adopt the Consent Agenda Items 1 – 5 excluding items 2.a.i. and 4.a. Motion carried by unanimous voice vote.

## **REGULAR AGENDA**

### **Contract for Underwriting Services**

The City of Grand Junction is preparing for various critical projects, including infrastructure enhancements, public facility development, and other economic growth initiatives. To fund these projects, the city plans to issue municipal bonds. The engagement of a qualified underwriting firm is crucial to structuring and marketing these bond issuances effectively.

D.A. Davidson, a nationally recognized financial services firm, has submitted a comprehensive proposal for providing underwriting services. D.A. Davidson has a proven track record in underwriting municipal bonds for municipalities regionally, securing favorable terms and competitive interest rates. Their expert team will collaborate with City staff to optimize the bond issuances to meet specific issuance



goals and maximize cost savings and efficiency.

General Services Director Jay Valentine and Finance Director Emeritus Jodi Welch were present to answer questions.

Conversation ensued regarding the process of selecting this vendor which included a competitive bid process and a committee that interviewed the three applicants. The evaluation process was shared with Council for how the committee determined priorities (i.e. debt issuance for the expansion of Persigo) and asked the companies to submit a financing model and strategies for the debt issuance at the lowest cost possible. This was reviewed and used to choose the best company.

Councilmember Kennedy moved and Councilmember Nguyen seconded to approve the contract for underwriting services as proposed by staff. Motion carried by roll call vote with Councilmember Simpson voting no.

**Introduction of an Ordinance Regarding the Purchasing Policy and Setting a Public Hearing for October 4, 2023**

In early 2023, questions arose regarding the City's purchasing and procurement policies and, specifically, the self-performance of work. The existing policies have not undergone a thorough review and rewrite since 2012, and there were concerns about the clarity of certain sections, including Section 18, which was adopted in the context of a specific project but did not directly address the self-performance issue. In response to these concerns, the City Council instructed the City staff to consider and, as appropriate, develop and recommend a self-performance policy. This ordinance adopts a comprehensive update of the Purchasing and Procurement Policies and Procedures that includes the policy guidelines for City staff to self-perform certain work.

General Services Director Jay Valentine was present to answer questions.

Conversation ensued regarding correspondence received from stakeholders asking for further engagement on this policy, summary of past engagement with stakeholders and workshops with Council to get feedback on changes to the policy, how this has been evolving for over a year and how this is setting a public hearing and not adoption of the ordinance.

Councilmember Kennedy moved and Councilmember Reitz seconded to introduce an ordinance related to adapting policies and procedures for purchasing equipment, materials, supplies and specialized, expert and technical services and work including specialized technical and expert personnel and work performed by or for the City of Grand Junction setting a public hearing for October 4, 2023. Motion carried by roll call vote with Councilmember Simpson voting no.

**An Ordinance Authorizing a Supplemental Appropriation for a Grant to the Counseling and Education Center (CEC)**

The budget was adopted by the City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required for spending authorization to allocate \$996,006 in American Rescue Plan Act (ARPA) funds to the Counseling and Education Center (CEC).

Finance Director Emeritus Jodi Welch presented this item.

The public hearing opened at 7:41 p.m.

There were no comments.

The public hearing closed at 7:41 p.m.

Councilmember Kennedy moved and Councilmember Nguyen seconded to adopt Ordinance No. 5174, an ordinance making supplemental appropriations to the 2023 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2023 and ending December 31, 2023 on final passage and order final publication in pamphlet form. Motion carried by unanimous roll call vote.

**Authorize the City Council Audit Committee to Execute a Contract with Haynie & Company for the December 31, 2023 Financial Audit Services**

After requesting proposal for financial audit services, the Audit Committee received three responsive and responsible responses. After review and interviews of the two top firms, the Audit Committee recommends contracting with Haynie & Company. The cost for 2023 is \$41,500 for the audit of the Annual Comprehensive Financial Report and \$6,500 for the Single Audit as required by the Single Audit Act for federal funds. Subsequent years fees increase between 4.2 percent and 5 percent annually.

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

Conversation ensued regarding the acceptability of keeping the same company, but switching the audit team, and the legal process of disclosing bids when requested.

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

There were no comments.

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

Councilmember Nguyen moved and Councilmember Kennedy seconded to authorize the President of the City Council to adopt the Audit Committee recommendation to execute a contract with Haynie & Company for the audit of the December 31, 2023 Annual Comprehensive Financial Report and for the single audit of federal funds with the option to renew for three additional years. Motion carried by roll call vote with Councilmember Simpson voting no.

**A Resolution Authorizing American Rescue Plan Act (ARPA) Funding for the Joseph Center Expansion Project**

The Joseph Center is requesting \$947,704 in American Rescue Plan Act (ARPA) funds for use as a capital investment in securing two new buildings to expand their current programs that would add an additional 15 beds for the Golden Girls project and approximately 20 additional emergency beds for families who have experienced domestic violence or houselessness. This resolution authorizes the City Manager to make an American Rescue Plan Act (ARPA) grant award of \$947,704 to the Joseph Center.

This item was presented by Housing Manager Ashley Chambers and Director of the Joseph Center, Mona Highline.

Conversation ensued regarding appreciation from Council for the services that the Joseph Center provides, concern of the ARPA funding process of approving requests as they come forth instead of reviewing and funding requests all at once.

The public hearing opened at 8:09 p.m.

Jay Diego Maldonado said Grand Junction needs a facility for men for those who need housing to work and be productive citizens.

The public hearing closed at 8:10 p.m.

Conversation resumed regarding how this fits with affordable housing goals, the need for transitional housing and how this item was close to the Land Acquisition Program (but different enough to bring forward separately due to the transitional housing piece) that staff chose to bring it forward as an ARPA request, though maybe the Land Acquisition Program should be expanded to include transitional housing in the future. Clarification was made that this request would fall under emergency shelter (under a HUD definition) and not transitional housing.

Councilmember Reitz moved and Councilmember Kennedy seconded to adopt Resolution No. 86-23, a resolution authorizing the City Manager to make an American

Rescue Plan Act (ARPA) grant award to the Joseph Center Expansion Project. Motion carried by unanimous voice vote.

**Non-Scheduled Public & Visitors**

There were none.

**Other Business**

There was discussion of the need for public bathrooms, what the City's responsibility for this is (not legally compelled to provide, but if those facilities are provided there are requirements such as accessibility), the trend in industry that brick and mortar facilities have a lot of vandalism and encourage illegal activities, and how the City has moved to a portable model of using port-a-potties unless there are reservations for park shelters in which the permanent bathroom facilities may be opened.

It was requested to get a list what services the City could provide after receiving feedback from the Housing and People Experiencing Homelessness listening session scheduled for September 21, 2023 at 10:30 a.m. which will be used for a future City Council Workshop discussion.

**Adjournment**

The meeting adjourned at 8:25 p.m.



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Amy Phillips, CMC  
City Clerk



**Grand Junction City Council**

**Regular Session**

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

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**Meeting Date:** October 4, 2023  
**Presented By:** Timothy Lehrbach, Senior Planner  
**Department:** Community Development  
**Submitted By:** Tim Lehrbach, Senior Planner

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**Information**

**SUBJECT:**

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the PERS Investments Annexation of 1.49 Acres, Located at 3175 D Road, and Setting a Public Hearing for November 15, 2023

**RECOMMENDATION:**

Staff recommends adoption of Resolution \_\_\_\_ referring a petition for the PERS Investments Annexation, introducing the proposed Ordinance, and setting a hearing for November 15, 2023.

**EXECUTIVE SUMMARY:**

The Applicant, PERS Investments, LLC, is requesting annexation of its approximately 1.49 acres of land located at 3175 D Road. The owner proposes to construct a mini-warehouse facility on the property, which constitutes “annexable development” in accordance with the Persigo Agreement. The request for zoning will be considered separately by City Council but concurrently with the annexation request and is currently scheduled to be heard by the City Council on November 15, 2023.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

The Applicant, PERS Investments, LLC, requests annexation into the City of Grand Junction of its approximately 1.49 acres of land located at 3175 D Road. The property is presently vacant. The applicant proposes to construct a mini-warehouse facility on the property, which constitutes “annexable development” under the Persigo Agreement. A request for zoning to C-2 General Commercial will be considered separately by City Council, pending review and recommendation by the Planning Commission at their

October 10, 2023 regular meeting.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – October 4, 2023
- Planning Commission considers Zone of Annexation – October 10, 2023
- Introduction of a Proposed Ordinance on Zoning by City Council – November 1, 2023
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – November 15, 2023
- Effective date of Annexation and Zoning – December 17, 2023

The property is currently adjacent to the existing City limits on D Road to the north of the property.

### **FINDINGS OF FACT**

Staff finds, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104 et seq., that the PERS Investments Annexation is eligible to be annexed because of compliance with the following:

a) A proper petition has been signed by more than 50 percent of the owners and more than 50 percent of the property described. The petition has been signed by the owner of the one property subject to this annexation request, or 100 percent of the owners, and includes 100 percent of the property described excluding right-of-way. Please note that the annexation petition was prepared by City staff.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The PERS Investments Annexation is meeting the 1/6 contiguity requirements for annexation by its adjacency to City limits on and across D Road. Approximately 19.7 percent of the perimeter of the area to be annexed is contiguous with the existing City limits.

c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks, and other urban facilities.

d) The area is or will be urbanized in the near future. The property has existing urban utilities available and is surrounded by developed areas, including commercial parks and established residential neighborhoods. The Applicant proposes development of the subject property with a mini-warehouse facility.

e) The area is capable of being integrated with the City. The proposed annexation area

is adjacent to the City limits on the north side. Utilities and City services are available and currently serving portions of the existing urbanized areas adjacent to and near this site.

f) No land held in identical ownership is being divided by the proposed annexation. The entirety of Lot 12, "D" Road Commercial Park, is proposed for annexation. There are no adjoining properties held in identical ownership being excluded from this request.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. The subject property measures approximately 1.49 acres.

**FISCAL IMPACT:**

City services are supported by a combination of property taxes and sales/use taxes. The City's 8 mills based on current valuation will generate \$398 per year. If the property develops as proposed for use as a mini warehouse/storage facility this amount would increase based on the value of the development. Sales and use tax revenues will be dependent on construction activity and consumer spending on City taxable items for residential and commercial uses.

Fire: Currently this property is in the Clifton Fire Protection District. The Fire District collects a 11.5520 mill levy that generates \$575.29 per year in property taxes. If annexed, the property will be excluded from the Clifton Fire Protection District. This area will be served by Fire Station 8 at 441 31 Road. From that location response times are within National Fire Protection Association guidelines and the station has the capacity to handle calls for service resulting from this annexation.

Parks: No foreseen impact.

Police: Based on the proposed annexation, the expected impact on the need for additional officers is zero to maintain the current ratio of .0021 officers per (authorized) city resident (67,000 residents). The annexation will have an impact on calls for service, but it is expected the impact will be minimal based upon the size and use (1.5 acres, commercial). However, considering expected population increases from other residential projects this year that increased the need for additional officers, those increases should balance with any needs of the Department from this project.

Public Works: There is no adjacent right-of-way being annexed as part of this annexation and therefore no additional infrastructure to be maintained. D Road is classified as a minor arterial and already has an eastbound deceleration and acceleration lane on either side of Mesa County's Roberts Ct along with curb and gutter. Per the City's Zoning and Development Code, additional improvements to the minor arterial D Road, such as a sidewalk, would be the City's responsibility as part of a future street improvement.

Utilities: The property is within the Persigo 201 Service Area. There are sewer lines in D

Road and Roberts Ct. If the development requires sewer service, the Plant Investment Fee will be assessed. The property is within the Clifton Water District service area.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 87-23, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the PERS Investments Annexation, approximately 1.49 acres, located at 3175 D Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, PERS Investments Annexation, approximately 1.49 acres, located at 3175 D Road, and set a public hearing for November 15, 2023.

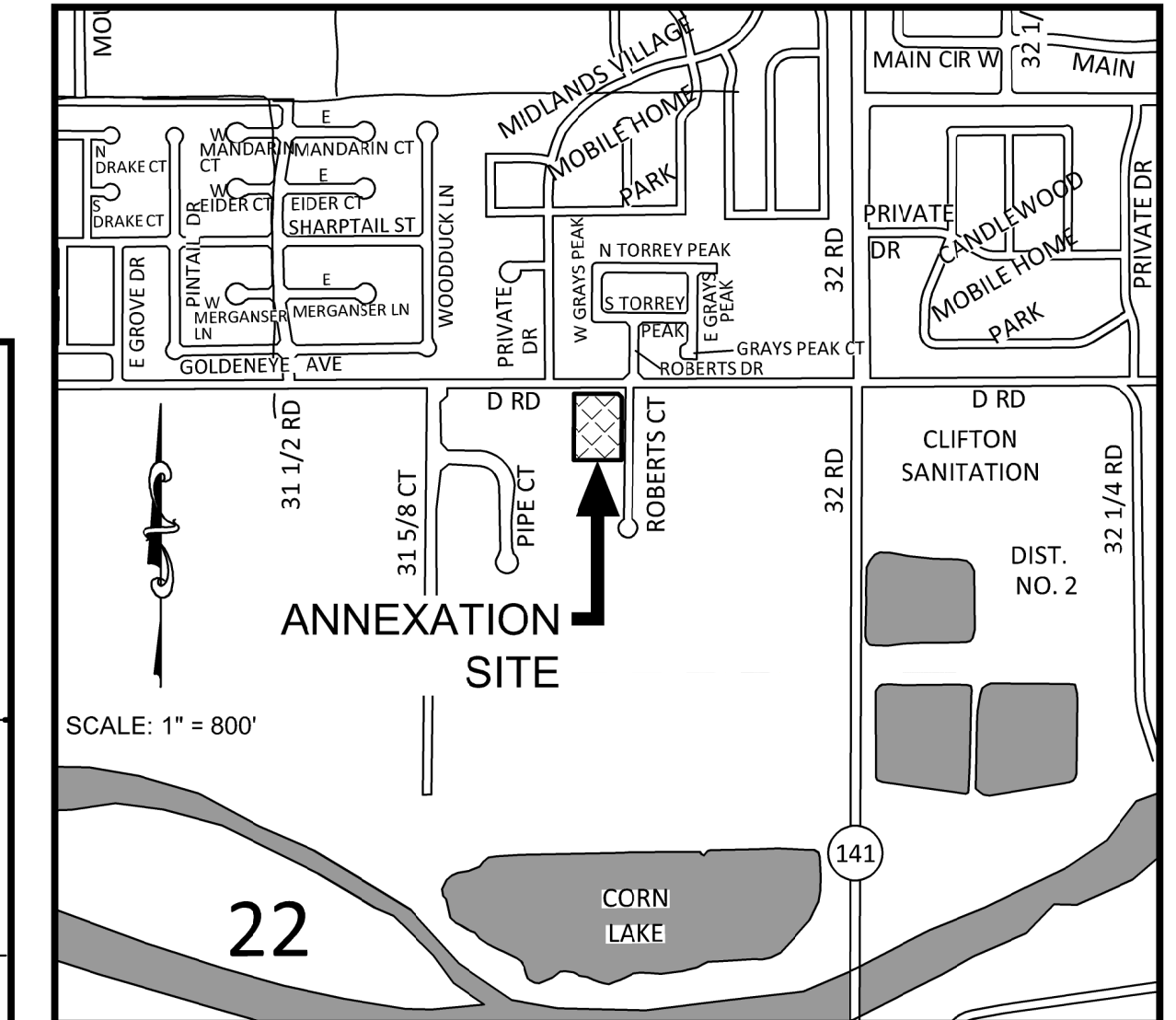
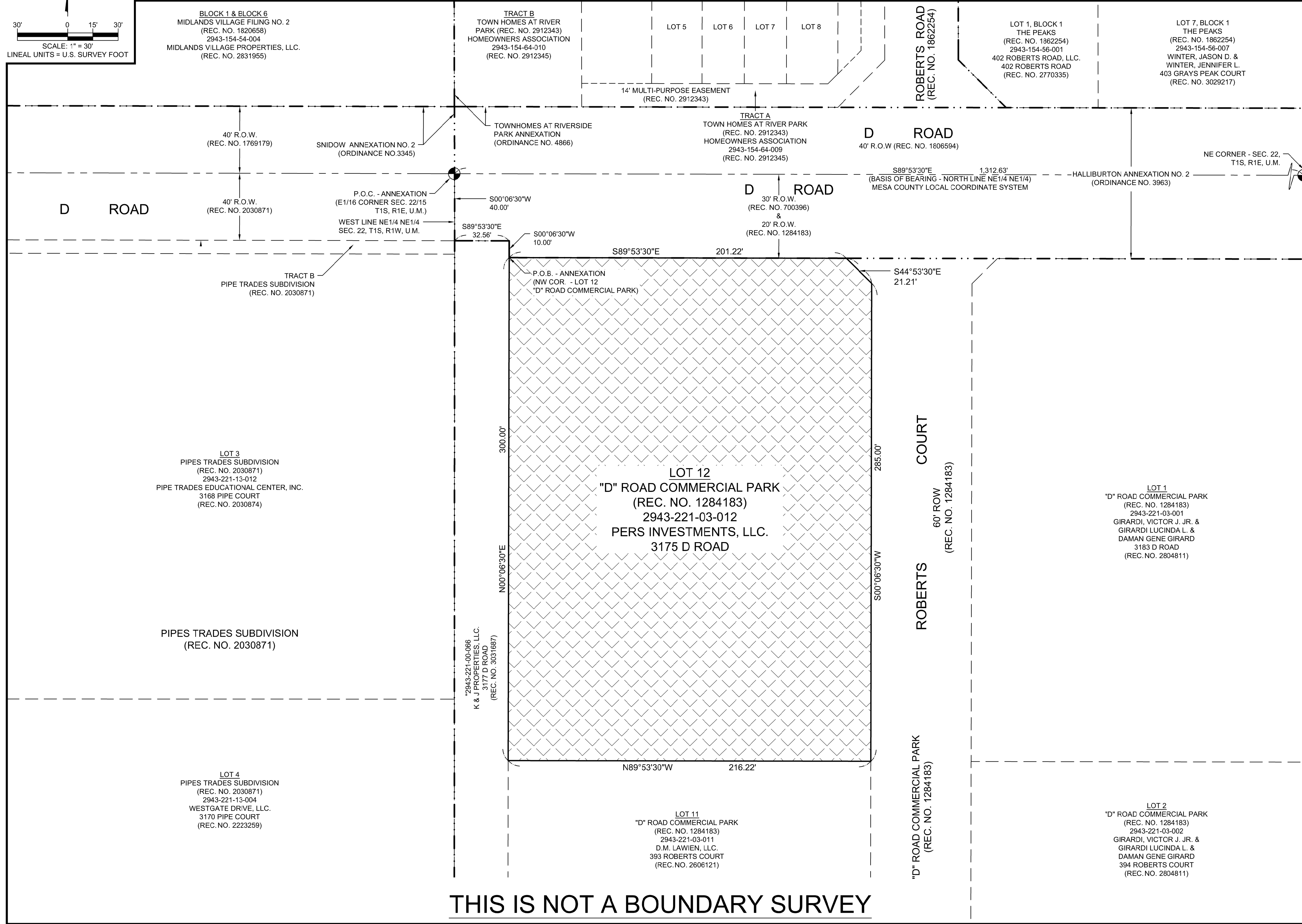
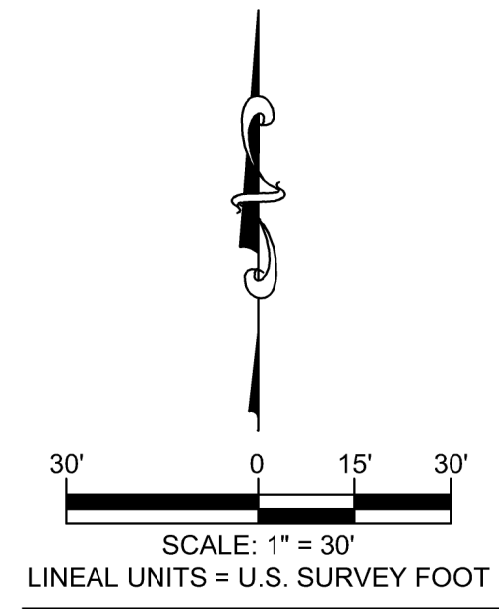
**Attachments**

1. Exhibit 1. Annexation Plat
2. Exhibit 2. Schedule and Summary Table
3. Exhibit 3. Site Maps
4. ORD-PERS Annexation 20230929
5. RES-PERS Annex 20230929



# PERS INVESTMENTS ANNEXATION

Located in the NE1/4 NE1/4, SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**LEGAL DESCRIPTION**  
A parcel of land being Lot 12, "D" ROAD COMMERCIAL PARK same as recorded at Reception No. 1284183, located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 22, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:  
  
Commencing at the East Sixteenth Corner on the north line of said Section 22, whence the Northeast Corner of said Section 22 bears S89°53'30"E, a distance of 1,312.63 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S00°06'30"W, a distance of 40.00 feet along the West line of said Northeast Quarter of the Northeast Quarter to a point on the Southerly line of Halliburton Annexation No. 2, Ordinance 3963; thence along said Southerly line of Halliburton Annexation for the following two (2) courses: 1) S89°53'30"E, a distance of 32.56 feet; 2) S00°06'30"W, a distance of 10.00 feet to the Northwest Corner of said Lot 12, "D" ROAD COMMERCIAL PARK being the Point of Beginning; thence the following courses along the perimeter of said Lot 12, "D" ROAD COMMERCIAL PARK, S89°53'30"E along the Southerly line of Halliburton Annexation, a distance of 201.22 feet; thence S44°53'30"E, a distance of 21.21 feet; thence S00°06'30"W, a distance of 285.00 feet; thence N89°53'30"W, a distance of 216.22 feet; thence N00°06'30"E 300.00 feet to the Point of Beginning.  
  
Said Parcel of land CONTAINING 64,753 Square Feet or 1.49 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,023.65 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	201.22 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	62,753 FT <sup>2</sup>	EXISTING CITY LIMITS	
AREA IN ACRES	1.49		
AREA WITHIN R.O.W.	0.00 FT <sup>2</sup>		
AREA WITHIN DEEDED R.O.W.	0.00 FT <sup>2</sup>		
	0.000 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
T.	TOWNSHIP	CHB	CHORD BEARING
R.	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. PRELIMINARY**      **EFFECTIVE DATE PRELIMINARY**

**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.

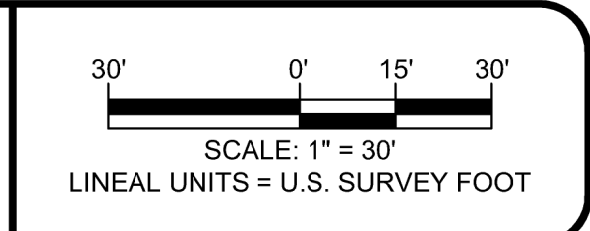
**PRELIMINARY**

RENEE BETH PARENT  
STATE OF COLORADO - P.L.S. NO. 33266  
FOR THE CITY OF GRAND JUNCTION  
244 NORTH 7TH STREET  
GRAND JUNCTION, CO. 81501

C:\Data\SURVEY\Annexations\2023\PERS Investments\2023\PERS Investments Annexation.dwg - PLOTTED 2023-08-25

**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: MJH/NCW DATE: 07/20/2023  
DESIGNED BY: RBP DATE: 07/20/2023  
CHECKED BY: RBP/NCW DATE: 08/23/2023  
APPROVED BY: RBP DATE: 08/25/2023



**PUBLIC WORKS ENGINEERING DIVISION**  
244 N. 12th Street - Grand Junction, CO. 81501

**PERS INVESTMENTS ANNEXATION**  
Located in the NE1/4 NE1/4, SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN,  
COUNTY OF MESA, STATE OF COLORADO

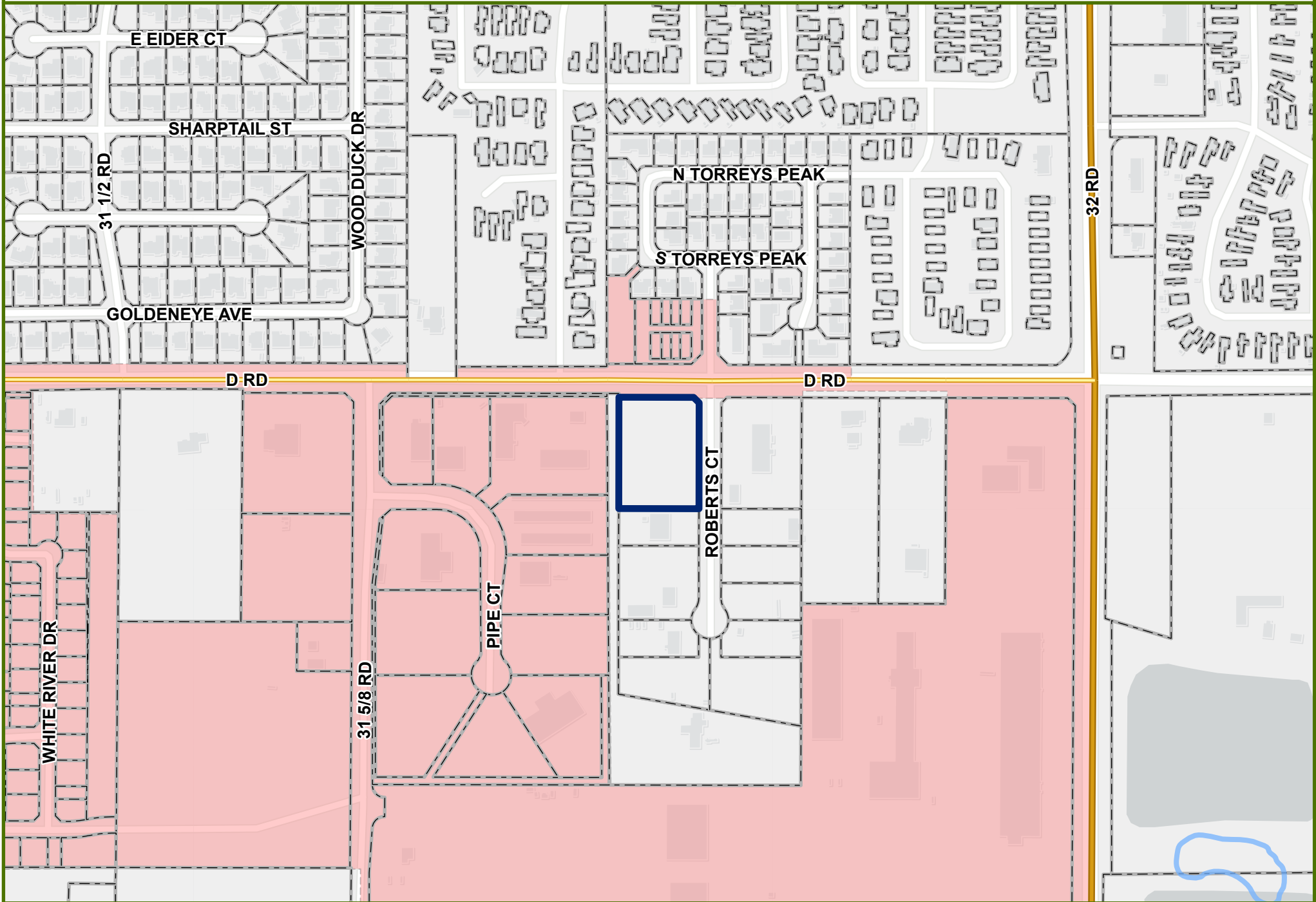
## ANNEXATION SCHEDULE & SUMMARY WORKSHEET

<b>10/4/2023</b>	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use
<b>10/10/2023</b>	Planning Commission Considers Zone of Annexation
<b>11/1/2023</b>	City Council Intro Proposed Zoning Ordinance
<b>11/15/2023</b>	City Council Accept Petition/Annex and Zoning Public Hearing
<b>12/17/2023</b>	Effective date of Annexation and Zoning

### ANNEXATION SUMMARY

File Number		ANX-2023-439	
Location		3175 D Road	
Tax ID Number(s)		2943-221-03-012	
Number of Parcel(s)		1	
Existing Population		0	
No. of Parcels Owner Occupied		0	
Number of Dwelling Units		0	
Acres Land Annexed		1.486441	
Developable Acres Remaining		1.486441	
Right-of-way in Annexation		n/a	
Previous County Zoning		PUD	
Proposed City Zoning		C-2 General Commercial	
Surrounding Zoning:	North:	R-8	
	South:	PUD (Mesa County)	
	East:	PUD (Mesa County)	
	West:	RSF-R (Mesa County)	
Current Land Use		Vacant	
Proposed Land Use		Mini-Warehouse	
Surrounding Land Use:	North:	Multifamily Residential	
	South:	Light Commercial (HVAC)	
	East:	Heavy Commercial (Towing)	
	West:	One-family Residential (Access Drive)	
Comprehensive Plan Designation:		Commercial	
Zoning within Comprehensive Plan Designation:		Yes:	No:
Values:	Assessed	\$49,800	
	Actual	\$178,490	
Address Ranges		3175 D Road	
Special Districts:	Water	Clifton	
	Sewer	Grand Junction	
	Fire	Clifton	
	Irrigation/Drainage	Grand Valley Irrigation/Grand Valley Drainage	
	School	School District 51	
	Pest	Grand River Mosquito District	

# PERS Investments Annexation



0 0.05 0.1 Miles

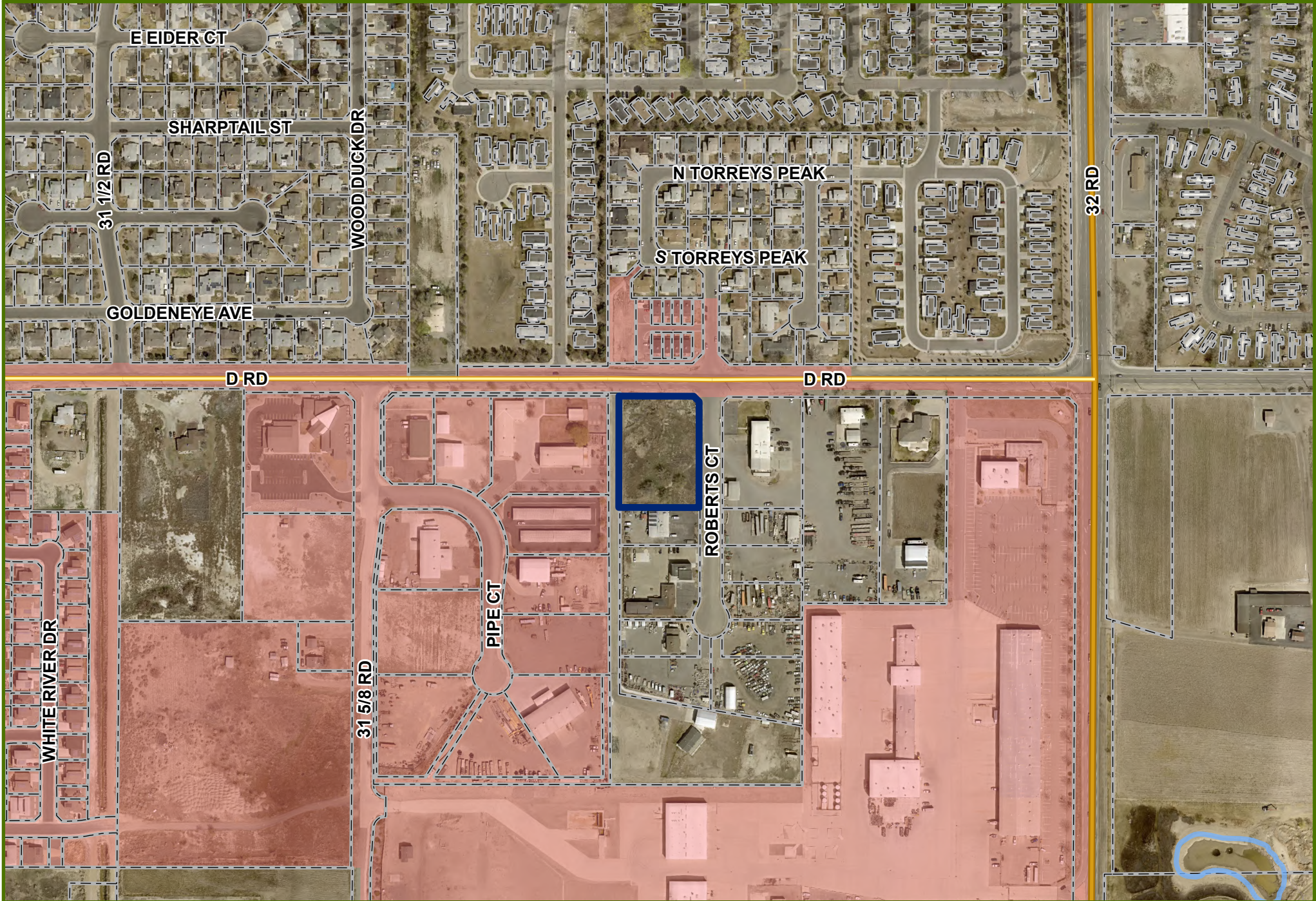


Annexation Site



City Limits

# PERS Investments Annexation



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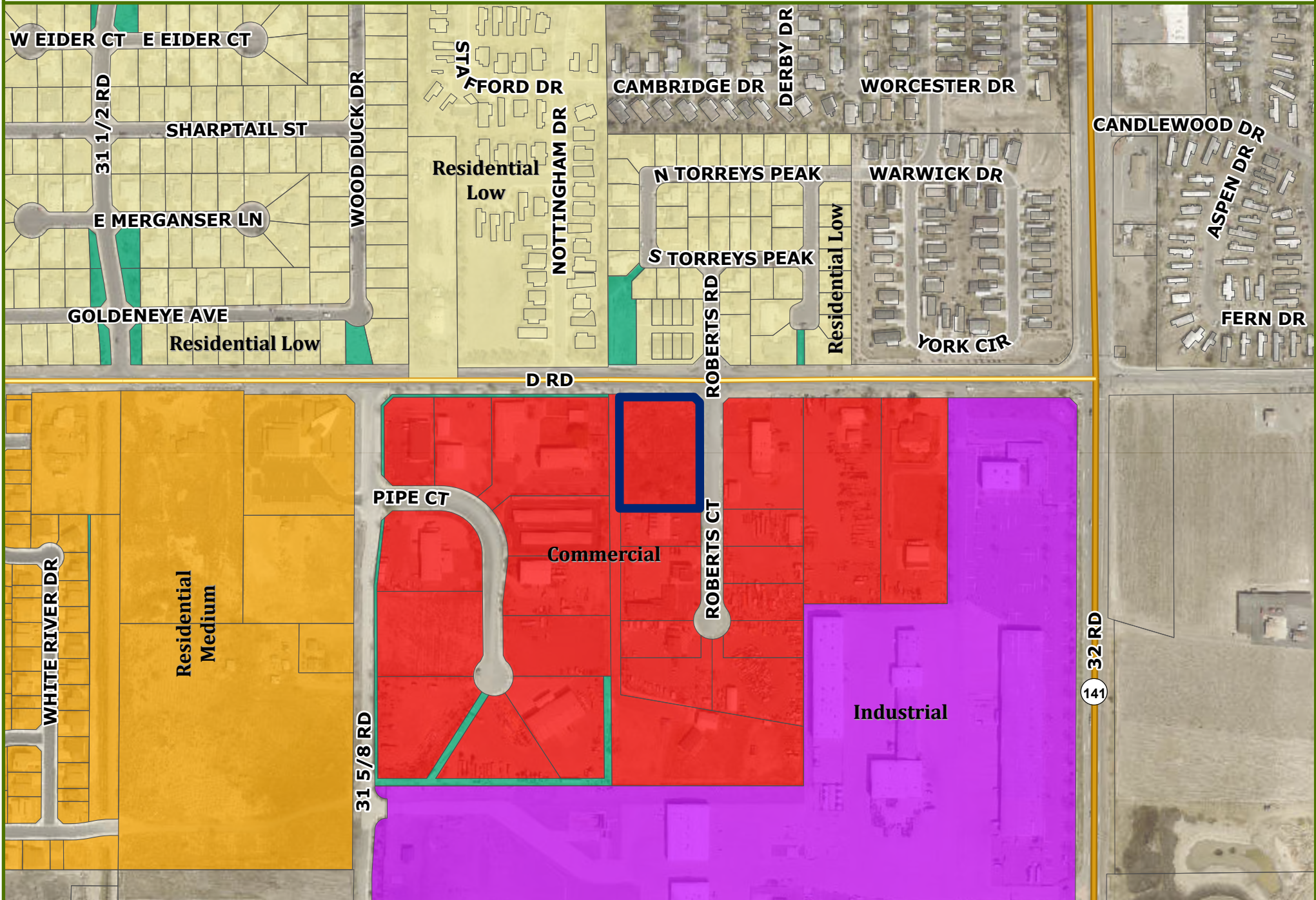


Annexation Site



City Limits

# PERS Investments Annexation - Land Use



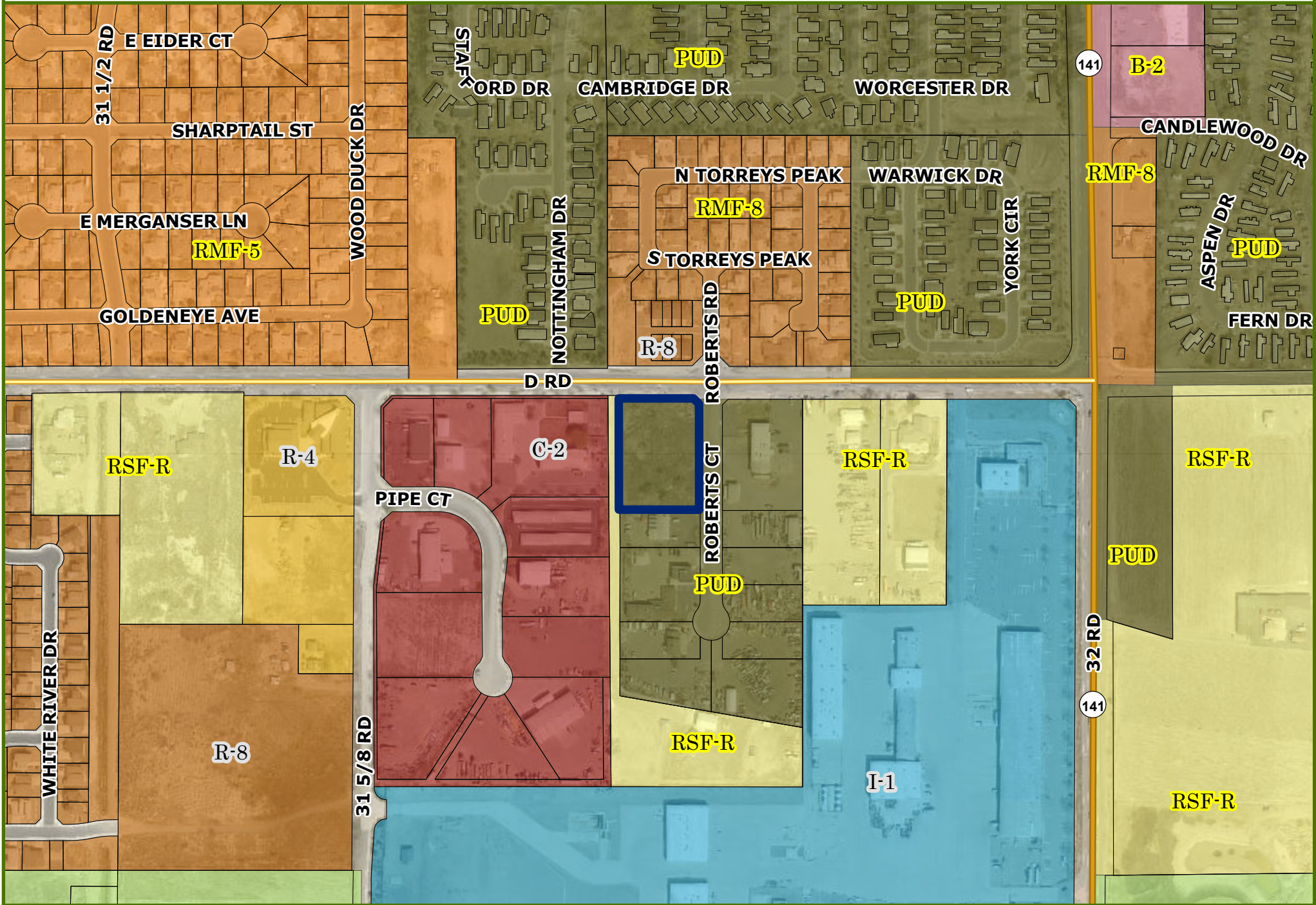
0 0.05 0.1 Miles

 Annexation Site  
Packet Page 29

Date Created: 9/1/2023



# PERS Investments Annexation - Zoning



0 0.05 0.1 Miles



Annexation Site

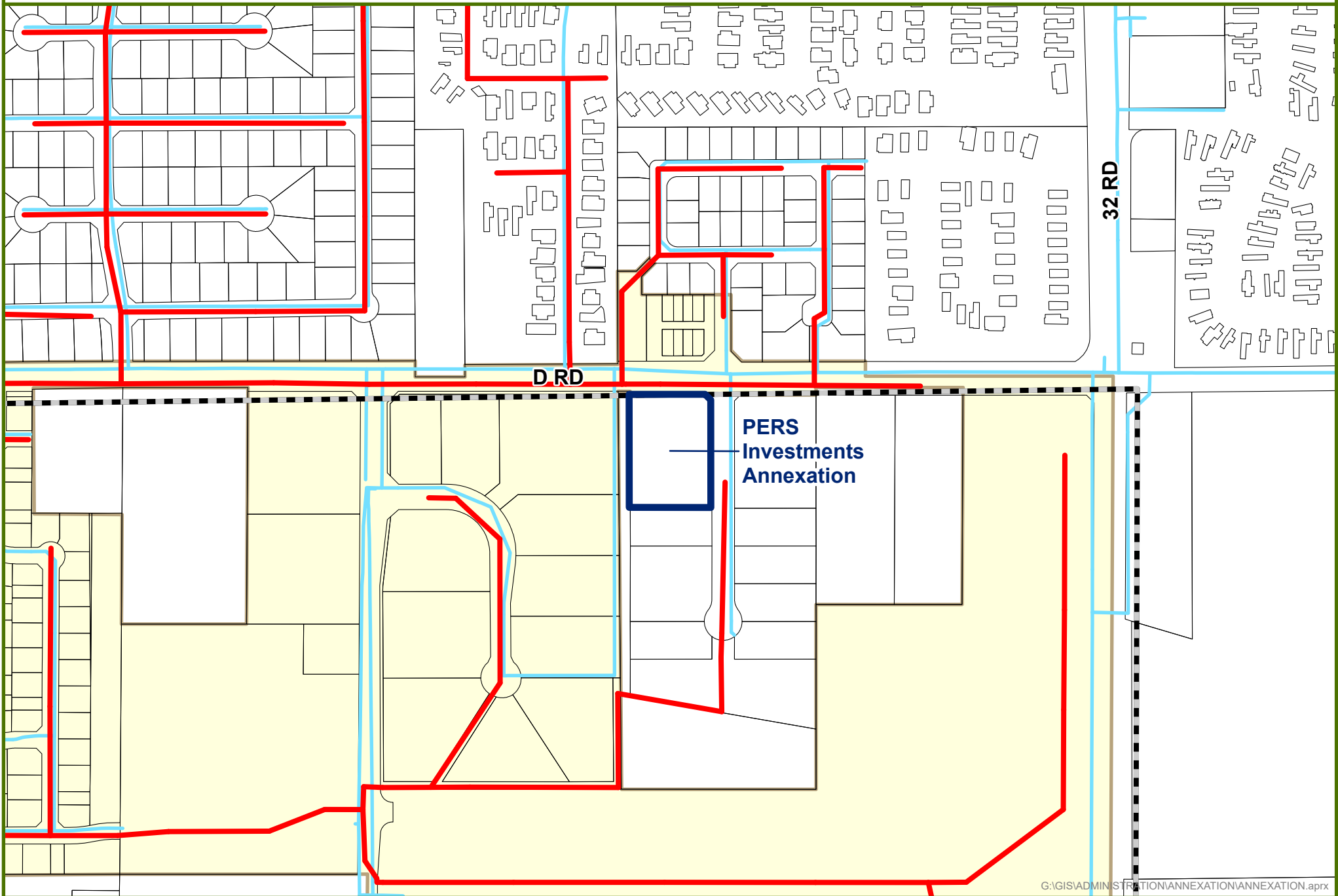
City Zoning

County Zoning

Date Created: 9/1/2023



# PERS Investments Annexation - Utilities



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- CITY WATER
- CLIFTON WATER
- SEWER
- CITY FIBER
- NON-CITY FIBER
- CITY LIMITS

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**LOCATED AT 3175 D RD  
APPROXIMATELY 1.49 ACRES**

**WHEREAS** on the 4<sup>th</sup> day of October 2023, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS** a hearing on the petition was duly held after proper notice on the 15<sup>th</sup> day of November 2023; and

**WHEREAS** the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situated in Mesa County, Colorado, and described to wit:

A parcel of land being Lot 12, "D" ROAD COMMERCIAL PARK same as recorded at Reception No. 1284183, located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 22, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the East Sixteenth Corner on the north line of said Section 22, whence the Northeast Corner of said Section 22 bears S89°53'30"E, a distance of 1,312.63 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S00°06'30"W, a distance of 40.00 feet along the West line of said Northeast Quarter of the Northeast Quarter to a point on the Southerly line of Halliburton Annexation No. 2, Ordinance 3963; thence along said Southerly line of Halliburton Annexation for the following two (2) courses: 1) S89°53'30"E, a distance of 32.56 feet; 2) S00°06'30"W, a distance of 10.00 feet to the Northwest Corner of said Lot 12, "D" ROAD COMMERCIAL PARK being the Point of Beginning; thence the following courses along the perimeter of said Lot 12, "D" ROAD COMMERCIAL PARK, S89°53'30"E along the Southerly line of Halliburton Annexation, a distance of 201.22 feet; thence S44°53'30"E, a distance of 21.21 feet; thence S00°06'30"W, a distance of 285.00 feet; thence N89°53'30"W, a distance of 216.22 feet; thence N00°06'30"E 300.00 feet to the Point of Beginning.



Said Parcel of land comprised of 64,753 Square Feet or 1.49 Acres, more or less, and depicted in Exhibit A is duly and lawfully annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 4<sup>th</sup> day of October 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading the 15<sup>th</sup> day of November 2023 and ordered published in pamphlet form.

---

Anna M. Stout  
President of the City Council

Attest:

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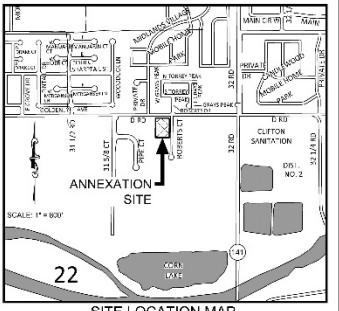
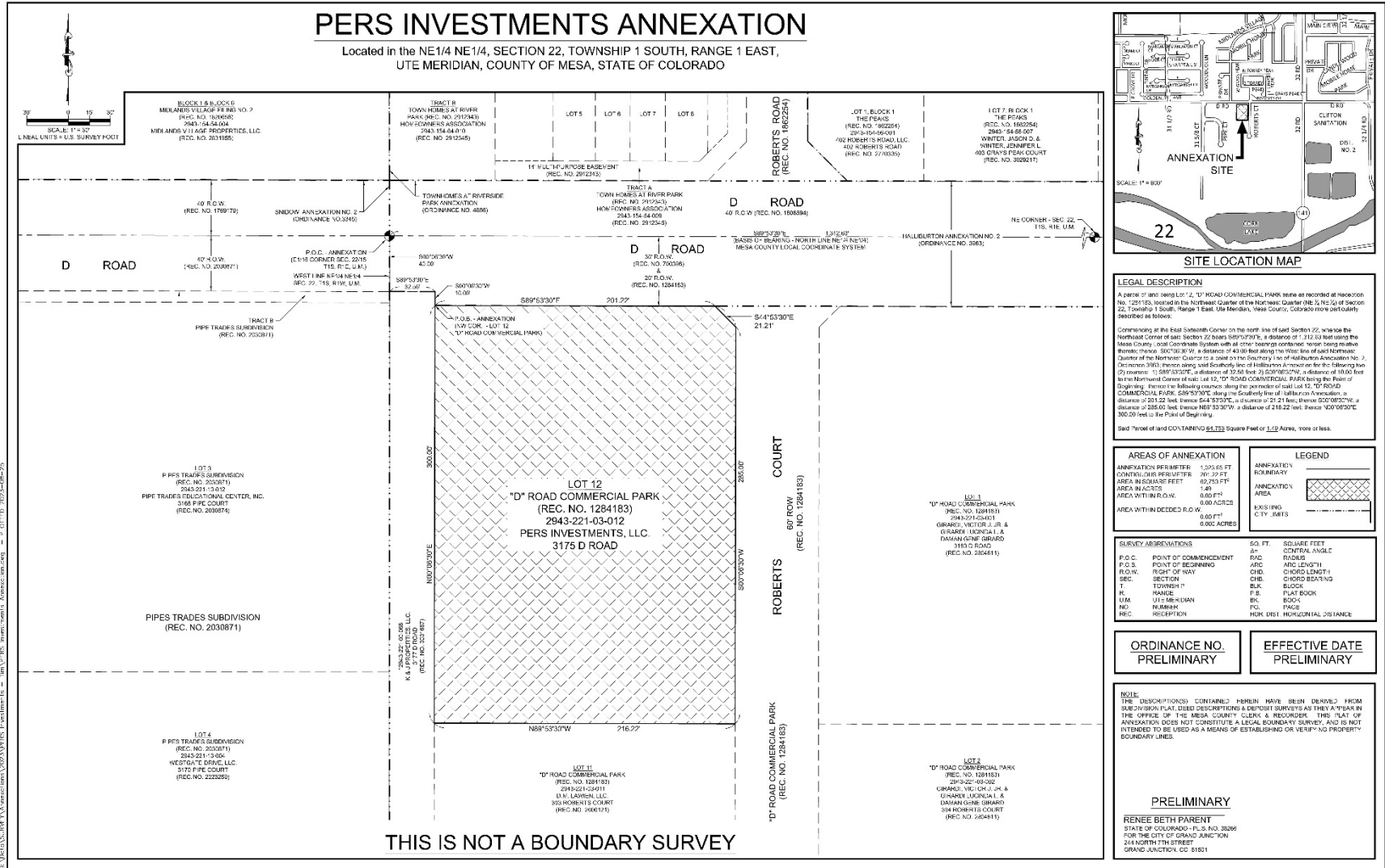
Amy Phillips  
City Clerk

DRAFT

# EXHIBIT A

## PERS INVESTMENTS ANNEXATION

Located in the NE1/4 NE1/4, SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**LEGAL DESCRIPTION**

A parcel of land being Lot 12, 1/4 "D" ROAD COMMERCIAL PARK hereinafter as recorded at Mapbook No. 1291183, located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 22, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the East-Southwest Corner on the north line of said Section 22, thence the Northward Corner of said Section 22 bears S89°53'00"W, a distance of 312.03 feet using the Mesa County - 2011 Coordinate System with all other bearings and distances nearest being true; thence S89°53'00"W, a distance of 43.00 feet along the West line of said Northeast Quarter of the Northeast Quarter to a point on the Southerly line of Halliburton Annexation No. 2, Ordinance 3943; thence along said Southerly line of Halliburton Annexation for the following bearings and distances: S89°53'00"E, a distance of 20.00 feet; S25°00'00"E, a distance of 10.00 feet to the Northeast Corner of said Lot 12, "D" ROAD COMMERCIAL PARK being the Point of Beginning; thence the following courses along the perimeter of said Lot 12, "D" ROAD COMMERCIAL PARK: S89°53'00"E, a distance of 216.22 feet; N88°53'30"W, a distance of 216.22 feet; N00°00'00"E, a distance of 216.00 feet; thence N88°53'30"W, a distance of 216.22 feet; thence S89°53'00"E, 300.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 64,723 Square Feet of 1.10 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,575.85 FT	ANNEXATION BOUNDARY	(Symbol: Dashed line)
CONTIGUOUS PERIMETER	261.22 FT	ANNEXATION AREA	(Symbol: Cross-hatched area)
AREA IN SQUARE FEET	65,753 FT <sup>2</sup>	EXISTING CITY UNITS	(Symbol: Dotted area)
AREA IN ACRES	1.49		
AREA WITHIN R.O.W.	0.00 FT <sup>2</sup>		
AREA WITHIN DECEDED R.O.W.	0.00 ACRES		

SURVEY ABBREVIATIONS	SQ. FT.	SQUARE FEET	
P.O.C.	POINT OF COMMENCEMENT	ARC	RADIUS
P.O.B.	POINT OF BEGINNING	ARC	ARC LENGTH
R.O.W.	RIGHT OF WAY	CHD.	CHORD LENGTH
SEC.	SECTION	CHB.	CHORD BEARING
T.	TOWNSHIP	BLK.	BLOCK
R.	RANGE	P.B.	PLAT BOOK
U/M	UTAH-MERIDIAN	BL.	BOOK
REC.	RECORDATION	PL.	PLAT
		HOR. DIST.	HORIZONTAL DISTANCE

**ORDINANCE NO. PRELIMINARY**

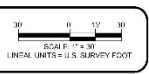
**EFFECTIVE DATE PRELIMINARY**

**PRELIMINARY**

RENEE BETH PARENT  
STATE OF COLORADO - FILE NO. 30398  
FOR THE CITY OF GRAND JUNCTION  
24 NORTH 7TH STREET  
GRAND JUNCTION, CO 81501

NOTICE: ACCORDING TO CO ORADO LAW ANY ERROR OR OMISSION 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: M.J.HINDY DATE: 03/25/2023  
DESIGNED BY: RBP DATE: 03/25/2023  
CHECKED BY: RBP DATE: 03/25/2023  
APPROVED BY: RBP DATE: 03/25/2023



**PUBLIC WORKS ENGINEERING DIVISION**  
241 X 12th Street - Grand Junction, CO 81501

**PERS INVESTMENTS ANNEXATION**  
Located in the NE1/4 NE1/4, SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

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

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 4<sup>th</sup> day of October 2023, the following Resolution was adopted:

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. XX-23**

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

**PERS INVESTMENTS  
ANNEXATION**

**APPROXIMATELY 1.49 ACRES  
LOCATED AT 3175 D ROAD**

WHEREAS, on the 4<sup>th</sup> day of October 2023, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**PERS INVESTMENTS ANNEXATION**

A parcel of land being Lot 12, "D" ROAD COMMERCIAL PARK same as recorded at Reception No. 1284183, located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 22, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the East Sixteenth Corner on the north line of said Section 22, whence the Northeast Corner of said Section 22 bears S89°53'30"E, a distance of 1,312.63 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S00°06'30"W, a distance of 40.00 feet along the West line of said Northeast Quarter of the Northeast Quarter to a point on the Southerly line of Halliburton Annexation No. 2, Ordinance 3963; thence along said Southerly line of Halliburton Annexation for the following two (2) courses: 1) S89°53'30"E, a distance of 32.56 feet; 2) S00°06'30"W, a distance of 10.00 feet to the Northwest Corner of said Lot 12, "D" ROAD COMMERCIAL PARK being the Point of Beginning; thence the following courses along the perimeter of said Lot 12, "D" ROAD COMMERCIAL PARK, S89°53'30"E along the Southerly line of Halliburton Annexation, a distance of 201.22 feet; thence S44°53'30"E, a distance of 21.21 feet; thence S00°06'30"W, a distance of 285.00 feet; thence N89°53'30"W, a distance of 216.22 feet; thence N00°06'30"E 300.00 feet to the Point of Beginning.

Said Parcel of land is comprised of 64,753 Square Feet or 1.49 Acres, more or less.

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

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

1. That a hearing will be held on the 15<sup>th</sup> day of November, 2023, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the Municipal Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use in the described territory. Requests for building permit(s), subdivision approval(s) and zoning approval(s) shall, as of this date, be submitted to the City Community Development Department.

ADOPTED the 4<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Ann M. Stout  
President of the City Council

Attest:

\_\_\_\_\_  
Amy Phillips  
City Clerk

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

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Amy Phillips  
City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>October 6, 2023</b>
<b>October 13, 2023</b>
<b>October 20, 2023</b>
<b>October 27, 2023</b>



**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** October 4, 2023  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Emily Krause

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**Information**

**SUBJECT:**

Intergovernmental Agreement with Mesa County for Long's Family Memorial Park Scheduling

**RECOMMENDATION:**

Staff recommends approval of the agreement.

**EXECUTIVE SUMMARY:**

The Grand Junction Parks and Recreation Department was asked to manage the reservation process for all programs, special events, sporting events, or shelter reservations for the Long's Park facility in exchange for reimbursement. This includes covering all direct and indirect costs of providing this service. The City and Mesa County first entered into this agreement in January of 2019. This agreement includes a 3 percent increase from the previous contract. If approved by City Council, the City will provide another five years of administrative support to oversee the scheduling of Long's Park, provide customer service to user groups and park renters, and provide continual communication with Mesa County staff to facilitate facility schedules. From a customer perspective, having the City oversee the scheduling of Long's Park provides continuity in customer service for large athletic venues that are reserved throughout the community.

**BACKGROUND OR DETAILED INFORMATION:**

Based on the terms of the agreement, the City agrees to provide all required labor for the Recreation Services Representative staff to reserve the facilities within Long's Park. The City is responsible for maintaining the software system to complete facility reservations, handle customer payments, and create facility schedules. There are operational efficiencies and economies of scale since the City also manages the reservation system and processes for the other park facilities within the Parks and

Recreation system such as Canyon View Park and Lincoln Park. This also allows for a more seamless process for customers during the reservation process.

Mesa County, as the park owner, is responsible for all maintenance of the park including irrigation, mowing, facility repairs, park amenities, and any park improvements. The cost to maintain the park, including repairs, upkeep and utilities shall be the sole expense and liability of the County. The City is responsible for communication with Mesa County by providing schedules of park events and or reservations, allowing Mesa County to schedule and staff the park facility for maintenance or reservation management.

The agreement outlines that the City will collect all fees paid to the City by users or customers of Long's Park reservations. The City's annual expenses for overseeing the reservations at Long's Park are \$29,471. The City will retain this amount annually and any funds collected in excess of this amount will be remitted to Mesa County at the end of the year.

**FISCAL IMPACT:**

The expenses and offsetting revenues for this agreement will be included in the appropriate year's budget.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the execution of the Long's Park Agreement as proposed between the City of Grand Junction and Mesa County from January 1, 2024 to December 31, 2028.

**Attachments**

1. 2024 - 2028 LONG PARK CITY-COUNTY AGREEMENT



## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of August, 2023, by and between MESA COUNTY, hereinafter called "County" and THE CITY OF GRAND JUNCTION, a Colorado Home Rule City, hereinafter called "City," collectively the "Parties."

### RECITALS

The County is the owner of real property situated at 3117 F Road, in Mesa County, Colorado, known as Long Family Memorial Park, hereinafter called "Park".

The City and the County agree that the provision of recreation programs is important to the public in general and specifically to those persons utilizing Long Family Memorial Park.

In support of the Park, the City and County agree that the City will schedule all recreation activities at Long Family Memorial Park.

An intergovernmental agreement for such purpose is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 22-32-110(1)(f), C.R.S., and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. The term of this Agreement will be for five years, commencing January 1, 2024 and ending December 31, 2028, and may be extended for an additional term upon mutual agreement.

2. The City agrees to provide programming for the Park. Programming for purposes of this Agreement is the scheduling and management of all organized, recreational activities at the Park, including but not limited to, youth and adult sports, recreation events and other organized and scheduled sporting events and activities. The County agrees that the standard and customary City/County recreation rules and regulations shall be applied to the programming of the Park. For purposes of scheduling maintenance, the City will provide the County seasonal schedules, with weekly updates, for all City scheduled and programmed activities in the Park. The County acknowledges that the schedule may be subject to change. The City shall provide the County with its schedule via e-mail or fax on a day and time agreed upon by both parties. The County reserves the right to review scheduling and use of the Park and recommend changes in City programming from time to time.

3. As owner of the Park, County agrees to be responsible for maintenance of the Park. Without limiting the generality of that responsibility, the County shall repair and/or replace parking lot improvements, irrigation lines, pump(s) and sprinklers, fences, lights, restrooms, shelters, tables, benches, playground equipment, sign(s), trash receptacles and any other feature, facility or installation of the Park. Furthermore, the County shall mow, water, fertilize, spray, stripe, aerate and maintain all turf grass and playing fields on a schedule and to a condition mutually determined by the City and County.

The cost to maintain the Park, including repairs, upkeep and utilities shall be the sole expense and liability of the County.

4. The County and City agree to promptly notify each other should the physical condition of the Park not be conducive to the safe conduct of any programmed activity, event or

recreation in the Park and/or if maintenance practices may impact in any way, the scheduling of activities in the Park.

5. The City will collect all fees paid to the City by users of the Park. The City agrees that it shall report annually to the County in a form mutually determined by the City and County. The City and County agree that for purposes of this Agreement the City's annual expenses are estimated to be \$29,471.00 for the subsequent years. The City shall be entitled to retain that amount as compensation for its services. Any funds collected in excess of that amount belongs to the County. Should collected funds fall below the annual amount, the County shall owe the City the difference which the City will bill the County by December 31. In the event the City's annual expense exceeds the annual amount, the City and County may renegotiate the base amount based on the City's actual cost.

6. The County understands and agrees that it may not reserve, schedule or hold any activity at the Park, for itself or for any other person or entity, without securing the prior written permission of the City's Director of Parks and Recreation or his or her designee. Such permission shall not be unreasonably withheld.

7. The City and the County will set the fees and charges for Park usage and programming in accordance with the prevailing City or County rates in effect as of the date of this Agreement. Fees and charges shall be reviewed annually based on activity level, park wear and tear. All fees collected by the City shall belong to the City as compensation for the services provided and will be reconciled per the provisions of Paragraph 5 herein.

8. The Parties understand and agree that both the City and the County may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement the monetary insurance limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available.

9. The County agrees to indemnify and hold harmless the City and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the maintenance work to be performed by the County under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission or other fault of the County or any officer or employee of the County.

The City agrees to indemnify and hold harmless the County and its officers and its employees, from and against all liability, claims, demands and expenses including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the programming work to be performed by the City under this agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the City or any officer or employee of the City.

10. Any persons employed by either the City or the County for the performance of work hereunder shall be employees of the respective party and not agents or employees of the other.

11. Neither party may assign or delegate this Agreement or any portion thereof without the prior written consent of the other Party.

12. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement; such party may be declared in default.

13. This Agreement may be terminated by either party for material breach, default of the Agreement by the other party not caused by any action or omission of the other party, or for no reason, by giving the other party written notice of at least thirty (30) days in advance of

the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14. The Parties shall reasonably comply with the applicable provisions of the American with Disabilities Act of 1990 and any and all other applicable federal, state or local laws and regulations.

15. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

16. The traditional rule that ambiguities shall be construed against the drafter is waived.

17. Venue for any action arising out of or occurring under this Agreement shall be Mesa County, Colorado. The agreement shall be controlled by, construed and interpreted in accordance with the law of Mesa County and State of Colorado.

Mesa County:

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Mesa County Finance Director

Date

City of Grand Junction, Colorado:

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Greg Caton, City Manager

Date



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

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**Meeting Date:** October 4, 2023  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Toby Thieman, Project Engineer

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**Information**

**SUBJECT:**

Authorize a Construction Contract for 2023 Sewer Replacements

**RECOMMENDATION:**

Staff Recommends the City Purchasing Division execute a construction contract with M.A. Concrete Construction, Inc. for the 2023 Sewer Replacements project in the amount of \$273,616.00.

**EXECUTIVE SUMMARY:**

The project will repair sewer infrastructure at various locations on the wastewater collection system. The proposed sewer repairs are targeted toward short sections of sewer pipe or isolated manholes that have recently been identified as having structural deficiencies or in a failing condition. The repairs will include a section of pipe at 25th Street and North Avenue, a section of pipe at 30 Road at Grand Valley Canal and in a railyard between South 2nd Avenue and the Riverside Parkway.

**BACKGROUND OR DETAILED INFORMATION:**

Sewer replacements are prioritized as part of the City's asset management efforts based on pipe age, material, condition, and cleaning cost/accessibility to prioritize sewer replacement projects. A City crew specializes in sanitary sewer pipe inspection and systematically videos, monitors and inventories the sanitary sewer mains in the sewer collection system. There are instances where pipes age faster than anticipated or become a potential point of failure due to groundwater influx or nearby disturbance due to excavation for other utilities being installed. It was during one of these many sewer main inspections that three locations with a high chance of failure were identified and brought to the City's Engineering department for a decision on how to fix these issues.

The first location requires replacing a length of 109 lineal feet of 8" diameter pipe on 30 Road near the Grand Valley Canal. The pipe material is Ventrified Clay Pipe (VCP) which is very strong but also very brittle. Typically, this pipe remains in a round or circular shape but this was described as egg shaped, which is highly susceptible to fracture due to the material being highly brittle. In anticipation of this failure, staff will replace the pipe between manholes before an emergency repair is required.

A second section of sewer that is being replaced under this contract is a 374' long section of 8" diameter sewer main just north of North Avenue at 25th Street. There are two restaurants and several other businesses that use this sewer main. As this system has aged, the sewer main flow has completely dissolved the bottom portion of the pipe. Many repairs have been made through the years to help extend the life of the pipe. At this time, it is best to replace the entire section to minimize the chance of failure, reduce sewer maintenance and increase overall system efficiency. There is a manhole replacement that is included in this scope that was found to have a reverse flow where the influent was lower than the effluent, which is also a potential cause for solids to collect and anticipated blockage of flow. The Sewer Collections Crew cleans and jets this specific sewer main segment quarterly. The two restaurants that are currently tied to this sewer main are improving their service line to include grease interceptors. After the interceptors are installed and with this sewer line replacement, cleaning and jetting will be reduced to once every three to five years.

The third location for sewer repair under this scope is located at the Union Pacific Rail Yard between South Avenue and the Riverside Parkway. This 13-foot deep manhole was constructed of brick and mortar in 1940 and has served a long life of trouble-free service until an influent line into the manhole became dislodged at a joint upstream of the manhole. This caused flow around the pipe and into the manhole which triggered bricks to become dislodged resulting in blockages in the main. The repair will replace the entire manhole and a length of pipe from each of the four influents and the single 15" diameter effluent.

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

<b>Vendor</b>	<b>Location</b>	<b>Bid Amount</b>
M.A. Concrete Construction, Inc.	Grand Junction, CO	\$ 273,616.00
K&D Construction, Inc.	Grand Junction, CO	\$ 429,455.85
Stone and Concrete	Commerce City, CO	\$ 457,556.00
Meridian Contracting	Albuquerque, NM	\$ 655,500.00

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

If awarded, the construction is scheduled to start in October and be completed by December 2023.

**FISCAL IMPACT:**

The cost for the sanitary sewer replacements project is included in the 2023 Adopted Budget for the Sewer Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a contract with M.A. Concrete Construction, Inc. of Grand Junction, CO for the 2023 Sewer Replacements project for the amount of \$273,616.00.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** October 4, 2023  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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### Information

#### **SUBJECT:**

A Resolution Approving an Agreement for Advance of Transportation Capacity Payments, as a Loan, to Redlands Three Sixty, LLC for the Construction of a Single-Lane Roundabout at the Intersection of Highway 340 and 23 Road along with a Right-In only Intersection at Highway 340 and South Broadway

#### **RECOMMENDATION:**

Staff recommends approving the advance of transportation capacity payments, as a loan, to Redlands Three Sixty, LLC for the construction of a Single-Lane Roundabout at the Intersection of Highway 340 and 23 Road along with a Right-In only intersection at Highway 340 and South Broadway.

#### **EXECUTIVE SUMMARY:**

The Redlands 360 development is required to construct a single lane roundabout at the intersection of Highway 340 and 23 Road as well as a right-in only intersection at Highway 340 and South Broadway as part of the Intergovernmental Agreement with Redlands 360 Metropolitan Districts Nos 1 through 9 approved by City Council on February 2, 2022. The developer has requested the City provide a short-term loan of \$500,000 for the design and right-of-way acquisition of the improvements. The loan would be paid back no later than December 31, 2025.

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

Redlands 360 is a 1400-1600 unit master planned subdivision proposed north and west of the Redlands Mesa Golf Course. In June 2020, City Council conditionally approved the Redlands 360 Metropolitan Districts Nos 1 through 9 Service Plan. One of the conditions was the execution of an intergovernmental agreement (IGA) between the City and the District. The City Council approved the IGA on February 2, 2022. As part of the IGA, the Redlands 360 development is required to construct a single lane

roundabout at the intersection of Highway 340 and 23 Road as well as a right-in only intersection at Highway 340 and South Broadway.

The roundabout was originally required to be constructed after approximately 250 units had been built. Based on projected traffic demands outlined in the traffic impact study, CDOT is requiring the roundabout to be operational by the completion of 48 homes. This will be near buildout of the first phase of development currently under construction just east of Easter Hill Subdivision. The requirement advances the schedule of the roundabout by approximately four years from the original project's schedule, negatively impacting the project's cash flow. The developer has requested the City provide a short-term loan of up to \$500,000 for the design of the improvements. The loan would be paid back no later than December 31, 2025 with bond proceeds from an issuance of debt.

The attached documents establish the terms of the relationship for an advance of Transportation Capacity Payments, as a Loan, to Redlands Three Sixty, LLC with the promissory note being the actual loan instrument and the security agreement identifying as collateral any and all proceeds to, for or from the property.

**FISCAL IMPACT:**

The loan is proposed from the Transportation Capacity Fund balance which is currently projected to have \$21.5 million at the end of 2023, which is sufficient to fund all planned projects for 2024 as well as the potential loan amount of up to \$500,000. The loan would be disbursed incrementally as construction occurs, the outstanding balance will accrue interest at 5.25 percent annually, and be repaid no later than December 31, 2025.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 89-23, a resolution entering into a loan agreement with Redlands Three Sixty, LLC for the construction of a Single-Lane Roundabout at the Intersection of Highway 340 and 23 Road along with a Right-In only intersection at Highway 340 and South Broadway.

**Attachments**

- 1. Loan Agreement R360 (01178035-5xA25C1)
- 2. Promissory Note R360 (01178046-4xA25C1)
- 3. Security Agreement R360 (01178057-4xA25C1)
- 4. RES-R360 Loan 20230928



## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the **CITY OF GRAND JUNCTION**, a home rule municipality (“City”) and **REDLANDS THREE SIXTY, LLC**, a Colorado limited liability company (“Owner”). The City and the Owner may be collectively referred to as the “Parties” or separately as a “Party.”

**WHEREAS**, Owner is the owner and developer of certain real property located within the City, generally described as the Redlands 360, to be located on parcels of land situated in Sections 17, 18, 19, and 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado (the “Property”); and

**WHEREAS**, Owner intends to develop the Property for a large residential and limited commercial use neighborhood with associated walkways, trails, parks and landscaping, in conformity with the Outline Development Plan and Planned Development zoning for the Property approved as a part of City File No. PLD-2020-698, as the same may be amended or revised from time to time, known as “Redlands 360”; and

**WHEREAS**, in conjunction with the development of Redlands 360, Owner will construct a single-lane round-about intersection at Highway 340 & 23 Road (“Roundabout”) along with a right-in only intersection at Highway 340 & S. Broadway (“Intersection”); and

**WHEREAS**, in order to help finance the development of the Property and facilitate the successful completion of the Roundabout and Intersection, which will accelerate the development of housing in Redlands 360, Owner has requested public financial support, including a short-term loan to help finance infrastructure design; and

**WHEREAS**, Owner is entitled to reimbursement from Redlands 360 Metropolitan District No. 1, Redlands 360 Metropolitan District No. 2, and Redlands 360 Metropolitan District No. 4 (collectively, the “Districts”) of expenditures it incurred arising from eligible infrastructure costs within the Districts (“Developer Receivables”), and Owner and Districts have entered into that certain Reimbursement Agreement dated September 8, 2022 (“Reimbursement Agreement”) concerning the Districts’ intent to reimburse the Developer Receivables; and

**WHEREAS**, the City wishes to provide such financial support to Owner, including, among other things, a loan to assist with the necessary infrastructure design, benefiting the subject Property for the purposes of developing Redlands 360, under the terms and conditions contained in this Agreement; and

**WHEREAS**, in exchange for the City providing a loan to Owner, Owner shall grant the City a security interest in the Developer Receivables, among other obligations set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the loan by the City, Owner agrees to perform its obligations under this Agreement in accordance with the conditions, covenants and terms set forth herein and attached hereto as a part hereof, as follows:

**1. RECITALS.** The Recitals above are hereby incorporated as if fully set forth in this paragraph.

**2. AGREEMENT TO LOAN; USE OF PROCEEDS OF LOAN; DISBURSEMENT OF LOAN.**

- a. Loan.** This Agreement supersedes all prior oral and written understandings concerning the lending of money by the City to Owner. Design of the Roundabout and Intersection improvements has been commenced and will continue until a final set of construction documents has been prepared and approved in accordance with applicable requirements of the Colorado Department of Transportation, the City, and any other governmental office or agency having jurisdiction. The resulting plans and specifications are referred to as the “Final Design”. The City agrees, on the terms and subject to the conditions herein set forth, to loan Owner a total principal amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the “Maximum Loan Amount”), in increments as further described in Section 2b below, for purposes of financing the development of the Final Design and construction of the Roundabout and Intersection.
- b. Submission of Invoices.** The City will loan funds to Owner incrementally, pursuant to the following: Invoice(s) shall be submitted to the City, in a form suitable to the City Manager, for the costs of developing the Final Design. Within ten (10) days of receipt of such invoice(s), the City will disburse partial loan funds to Owner, in an amount equal to the submitted invoice(s). This process will continue until the Final Design is completed or the total amount loaned by the City to Owner equals the Maximum Loan Amount, whichever occurs first (“Loan”).
- c. Design Period.** It is expected that completion of the Final Design will take twelve (12) months (“Design Period”). Owner shall be under no obligation to make repayment of any amount due to the City in connection with the Loan during the Design Period, provided interest shall accrue on the Loan at rate of five and one quarter percent (5.25%).
- d. Construction.** The Final Design will be utilized by the Owner to develop a detailed budget estimate of the cost of the Roundabout and Intersection project work. The Parties may discuss the possibility of the City providing an additional loan to assist with financing the construction costs separately after the Final Design is approved and project cost estimates developed.
- e. Repayment.** Principal and interest shall be payable at such place as the City may designate as follows:

- i. The Districts are entitled to certain transportation capacity payment credits pursuant to §14.A of those certain Master Intergovernmental Agreements by and between the City and the Districts (“TCP Credits”) including with respect to the Intersection. In the absence of this Agreement, funds generated from TCP Credits would be used by the Districts to pay Developer Receivables with respect to the preparation of the Final Design, among other things perhaps, and the Owner would use those funds to make payments on the Loan. Rather than following this process, the Parties agree that all TCP Credits otherwise due and owing by the City to the Districts will be applied against the Loan when TCP Credits are otherwise due and owing to the Districts from the City. The City shall provide a quarterly report to Owner of all TCP Credits applied to the Loan for record keeping purposes;
  - ii. All principal and accrued interest under the Loan shall be fully paid no later than December 31, 2025.
- f. **Fiscal Funding.** In accordance with Article X Section 20 of the Colorado Constitution, commonly known as the Taxpayers’ Bill of Rights (“TABOR”), this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect City debt or other financial obligation. The parties understand and acknowledge that the obligation of the City to perform financial obligations hereunder constitutes a current expense of the City payable exclusively from the City’s existing funds and shall not in any way be construed to be a general obligation indebtedness of the City within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the City concerning the creation of indebtedness. The Parties further recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of the City’s current fiscal period, and that financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- g. **Use of Proceeds of Loan.** The Loan is being made for the purpose of enabling Owner to complete Final Design and proceed forward with construction and installation of infrastructure and obtain financing necessary for the development of Redlands 360. Owner covenants that it will apply the proceeds of the Loan only to the development of the Final Design, and that it will duly and punctually pay and perform the terms of the Loan.
- h. **Owner Obligations Unconditional.** All payments required of Owner hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. Owner will not suspend or discontinue any payments and will perform and observe all of its other agreements in this Agreement and will not terminate this Agreement for any cause, including, but not limited to, any acts or circumstances that may constitute failure of consideration, destruction of or damage to Redlands 360 or the Property, commercial frustration

of purpose, bankruptcy or insolvency of Owner or of the City, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Colorado or any political subdivision thereof, or failure of Owner to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

- i. **Collateral.** It is the intention of the Parties that the Developer Receivables shall secure as collateral to the Loan, and that the Loan shall encumber the Developer Receivables accordingly. Owner shall execute a Promissory Note (“Note”) and Security Agreement (“Security Agreement”) in favor of City to secure the obligations of this Agreement, the Security Agreement and Note.

### 3. **DEFAULT AND REMEDIES**

- a. **Events of Default.** Any one or more of the following events will be an Event of Default under this Agreement:

- i. if Owner fails to make any payment or repayment required under this Agreement on or before the date that the payment is due;

- ii. if Owner fails to observe and perform any other covenant, condition or agreement on its part under this Agreement for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, is given to Owner by the City, unless the City shall agree in writing to an extension of such time prior to its expiration or if such default could be cured with due diligence but not within such 30-day period, for such longer period as may be reasonably necessary to cure such default; provided that Owner proceed promptly after the above written notice to cure the default and thereafter prosecute the curing of the default with due diligence; or

- iii. if Owner shall:

- (a) admit in writing its inability to pay its obligations generally as they become due;

- (b) file a petition in bankruptcy to be adjudicated a voluntary bankrupt or file a similar petition under any insolvency act;

- (c) make an assignment for the benefit of its creditors; or

- (d) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property.

- b. **City’s Right to Prevent an Event of Default.** If City reasonably believes action is required on behalf of Owner to prevent an Event of Default, City shall provide Owner with thirty (30) days’ written notice of the pending Event of Default. If after thirty (30) days, Owner fails to act to prevent the Event of Default, then prior to the anticipated Event of Default occurring, City may take such action as it

considers reasonably necessary to correct the situation which, but for the lapse of time or the taking of such action, would result in an Event of Default. Owner shall reimburse the City solely from Owner funds for the reasonable amounts expended that were necessary to prevent an Event of Default. Such reasonable amounts shall become part of the amounts due hereunder.

- c. **City's Remedies.** Upon the occurrence of an Event of Default and thereafter until such Event of Default is cured, the City may, at its option, exercise any and all of the following rights and remedies (and any other rights and remedies available to it): the City may, by notice in writing to Owner, declare immediately due and payable all unpaid principal owed, and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived. Any amounts collected pursuant to action taken under this subsection shall be applied to the outstanding principal balance due under this Agreement.
- d. **Manner of Exercise.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver of any default or acquiescence therein, but any such right or power may be exercised from time to time and as often as may be deemed expedient.
- e. **Attorney's Fees and Expenses.** In the event either party should default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement, the defaulting party will on demand pay, solely from its own funds, the reasonable fees of such attorneys and such other reasonable expenses so incurred.

#### 4. MISCELLANEOUS TERMS

- a. **Attorneys' Fees.** If either party takes steps to enforce this Agreement, the party in whose favor this Agreement is justifiably enforced shall recover costs and attorneys' fees from the other party, whether or not litigation is commenced.
- b. **Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:  
City of Grand Junction  
Attn: Greg Caton, City Manager  
250 North 5th Street  
Grand Junction, CO 81501

Owner:  
Redlands Three Sixty Development  
Company, LLC  
9540 Federal Drive, Suite 200  
Colorado Springs, CO 80921  
Attn: Doug Quimby

With a copy to:  
John P. Shaver  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

With a copy to:  
Andrew H. Teske  
Hoskin, Farina & Kampf, P.C.  
200 Grand Avenue, Suite 400  
Grand Junction, CO 81501

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- c. Applicable Law.** Except to the extent specifically set forth herein, this Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in Mesa County District Court.
- d. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, rule or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- e. Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and with the exception of the other agreements referenced herein, this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.
- f. Force Majeure.** If either party is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, adverse weather conditions not reasonably anticipated, any written

or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction, unavoidable casualties or any other causes reasonably beyond the delayed party's control (each a "Force Majeure Event"), then the delayed party's time shall be extended for such duration as reasonably requested by the delayed party upon the delayed party's submission of its request for an extension of time with an explanation of the Force Majeure Event and upon agreement by the non-delaying party that a Force Majeure Event exists, which agreement shall not be unreasonably withheld. Notwithstanding the foregoing, neither party may rely on the other party's actions as a basis for reasonable delay.

- g. Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the date first set forth above.
- h. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- i. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- j. Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- k. Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of Owner and the City and their respective successors and assigns, except that Owner may not transfer or assign its rights hereunder without prior written consent of the City.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

CITY OF GRAND JUNCTION, a home rule municipality and political subdivision of the State of Colorado

ATTEST:

By: \_\_\_\_\_  
Anna Stout, President of the City Council

By: \_\_\_\_\_  
Amy Phillips, City Clerk

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Anna Stout,  
President of the City Council of the City of Grand Junction, Colorado.

WITNESS my hand and official seal.

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

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

[S E A L]

REDLANDS THREE SIXTY, LLC  
a Colorado limited liability company

By: La Plata Communities, Inc., Manager

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
[\_\_\_\_\_] Name], as [\_\_\_\_\_] Title] of La Plata  
Communities, Inc., Manager, of Redlands Three Sixty, a Colorado limited liability company.

WITNESS my hand and official seal.

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

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

[S E A L]



REDLANDS METROPOLITAN DISTRICT No. 1

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
[\_\_\_\_\_Name], as [\_\_\_\_\_Title] of Redlands  
Metropolitan District No. 1.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

[S E A L]

REDLANDS METROPOLITAN DISTRICT No. 2

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
[\_\_\_\_\_Name], as [\_\_\_\_\_Title] of Redlands  
Metropolitan District No. 9.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

[S E A L]

REDLANDS METROPOLITAN DISTRICT No. 4

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

Name:

Title:

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
[\_\_\_\_\_Name], as [\_\_\_\_\_Title] of Redlands  
Metropolitan District No. 4.

WITNESS my hand and official seal.

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

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

[S E A L]

## PROMISSORY NOTE

US \$500,000.00

Grand Junction, Colorado  
\_\_\_\_\_, 2023

FOR VALUE RECEIVED, the undersigned, **Redlands Three Sixty, LLC**, a Colorado limited liability company (“Borrower”), promises to pay **The City of Grand Junction, Colorado**, a home rule municipal corporation and political subdivision of the State of Colorado (“Note Holder”), the principal sum of no more than the Maximum Loan Amount provided in that certain Loan Agreement by and between the Borrower and Note Holder, or so much of that sum as may be advanced under this Note or the Loan Agreement executed by Borrower contemporaneously herewith, at the rate of five and one quarter percent (5.25%) per annum, which shall be payable at such place as the Note Holder may designate as follows. Borrower shall pay to Note Holder a late charge of ten percent (10%) of any payment not received by Note Holder within ten (10) days after the payment is due.

- i. The Districts identified in the Loan Agreement are entitled to certain transportation capacity payment credits pursuant to §14.A of those certain Master Intergovernmental Agreements by and between the City and the Districts (the “TCP Credits”). In the absence of this Agreement, funds generated from TCP Credits would be used by the Districts to pay Developer Receivables with respect to the development of the Final Design, among other things perhaps, and the Owner would use those funds to make payments on the Loan. Rather than following this process, the Parties agree that all TCP Credits otherwise due and owing by the City to the Districts will be applied against the Loan when TCP Credits are otherwise due and owing to the Districts from the City. The City shall provide a quarterly report to Owner of all TCP Credits applied to the Loan for record keeping purposes;
  - ii. All principal and accrued interest under the Loan shall be fully paid no later than December 31, 2025. Early payment shall be permitted without penalty.
2. Payments received for application to this Note shall be applied first to the payment of late charges, if any, and then to accrued interest, if any, and then balance applied in reduction of the principal amount hereof.
3. At the option of Note Holder, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable (Acceleration) without notice or demand upon the occurrence of any of the following events of default: a) any payment required by this Note is not paid when due; b) any default in the payment or performance of any liability, agreement, or undertaking of any Borrower, maker, or endorser hereof to the Note Holder; c) any default under any agreement or instrument in connection with this or any other obligation of any Borrower, or endorsers, to Note Holder, including, but not limited to the Security Agreement securing this Note or that certain Loan Agreement by and between Borrower and Note Holder and executed contemporaneously with this Note; d) any creditor or governmental agency tries to take any of the property or other property in which Note Holder has a lien. This includes taking of, garnishing of or levying on Borrower’s accounts with Note Holder. However, if Borrower disputes in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if Borrower gives Note Holder written notice of the claim and furnishes Note Holder with monies or a surety bond satisfactory to Note Holder to satisfy the claim, then this default provision will not apply; e) this Note or any of its related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason; f) any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance; g) any of the preceding events occurs with respect to any endorser, surety or accommodation party of any of the indebtedness or any endorser, surety or

accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, this Note; h) when the Note Holder hereof in good faith deems itself insecure; i) the death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any of the property, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any Borrower, maker, or endorser hereof; or j) any of the preceding events occurs with respect to any endorser, surety or accommodation party of any of the indebtedness or any endorser, surety or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under this Note. Upon a default, the indebtedness shall bear interest at the rate of eight and one quarter percent (8.25%) per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to, reasonable attorneys' fees.

4. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

5. Every Borrower, maker, endorser or co-signor of this Note expressly grants to Note Holder the right to extend the maturity date of any installment or payment hereunder or renew this Note, or to release or obtain collateral to secure the performance hereof, or to release or to agree not to sue any other person, or to suspend the right to enforce this Note against such other person or to otherwise discharge such person, and each such Borrower, maker, or endorser agrees that the exercise of such rights by Note Holder will have no effect upon the liability or any other persons primarily or secondarily liable hereunder. Each Borrower and all other makers, sureties, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, and endorsers, and their successors and assigns.

6. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon: (1) delivery to Borrower, or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon: (1) delivery to Note Holder, or (2) by mailing such notice by first-class U.S. mail, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

7. This Note shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for any action on this Note shall be in the state courts of Mesa County, Colorado.

8. The indebtedness is referred to in and arises out of a Loan Agreement by and between the Borrower and Note Holder. This indebtedness evidenced by this Note is secured by a Security Agreement and executed contemporaneously with this Note, and until released said Security Agreement and Loan Agreement contain additional rights of Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Security Agreement and Loan Agreement for such additional terms and the terms and conditions of said Security Agreement and Loan Agreement are incorporated herein by reference.

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

BORROWER(S):

**Redlands Three Sixty, LLC**

By: La Plata Communities, Inc., Manager

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Borrower's address: 9540 Federal Drive, Suite 200, Colorado Springs, Colorado 80921

**KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED IN ORDER TO RELEASE THIS NOTE.**

## SECURITY AGREEMENT

Debtor: **REDLANDS THREE SIXTY, LLC**, a Colorado limited liability company

Address: 9540 Federal Drive, Suite 200  
Colorado Springs, CO 80921

Secured Party: **CITY OF GRAND JUNCTION**, a home rule municipality and political subdivision of the State of Colorado

Address: 250 North 5th Street  
Grand Junction, Colorado 81501

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

Debtor, for valuable consideration, hereby grants to Secured Party a security interest in the following property now owned or hereafter acquired, and any and all proceeds to, for or from the property (“Collateral”):

All developer reimbursements for infrastructure relating to Redlands 360, including but not limited to all Developer Receivables arising pursuant to that certain Reimbursement Agreement dated September 8, 2022, and all advances or proceeds from bonds paid to or allocated to Debtor.

This security interest is granted to secure payment of a Promissory Note made by Debtor as Borrower and payable to Secured Party as Note Holder in the principal sum of no more than the Maximum Loan Amount provided in that certain Loan Agreement by and between the Borrower and Note Holder, or so much of that sum as may be advanced thereunder, and any and all other obligations and liabilities of the Debtor to the Secured Party under the Loan Agreement. All the capitalized terms used in this Security Agreement have the same meaning as the defined terms in the Loan Agreement unless specifically provided otherwise.

1. **Debtor’s Warranties and Covenants.** Debtor expressly warrants and covenants:

a. That except for the security interest granted hereby, Debtor is, or to the extent that this Security Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral;

- b. That Redlands Three Sixty, LLC, is a Colorado limited liability company in good standing;
- c. That Debtor's address is as stated above;
- d. That all taxes and assessments of every nature that may be levied or assessed against the Collateral, if any, will be paid by Debtor when due;
- e. That irrespective of the Secured Party's security interest, Debtor will not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of the Secured Party;
- f. That Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
- g. That Debtor will execute and deliver all documents and perform all other actions requested by Secured Party to perfect or preserve this security interest;

2. **Debtor's Waiver.** Debtor hereby agrees as follows:

DEBTOR HAS VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED ANY STATUTORY EXEMPTIONS, INCLUDING THOSE GRANTED BY §13-54-102, C.R.S., INsofar AS SUCH EXEMPTIONS PERTAIN TO THE COLLATERAL DESCRIBED IN THIS SECURITY AGREEMENT, AND DEBTOR'S RIGHT TO HAVE A HEARING PRIOR TO LOSING POSSESSION OF THE COLLATERAL BY MEANS OF A COURT ORDER OBTAINED BY SECURED PARTY, AND CONSENTS THAT, UPON DEFAULT OF ANY PROVISIONS OF THIS SECURITY AGREEMENT OR ON ANY TERMS OF THE PROMISSORY NOTE OR OTHER OBLIGATIONS SECURED BY THIS SECURITY AGREEMENT, THE SECURED PARTY MAY OBTAIN AN *EX PARTE* ORDER OF POSSESSION FROM ANY COURT OF COMPETENT JURISDICTION OR ASSUME ALL RIGHTS OF OWNERSHIP IN THE COLLATERAL.

3. **Debtor's Rights.** Until any default, Debtor may exercise and enjoy all the rights accruing from its ownership or claim to own the Collateral in any lawful manner, and upon default Secured Party shall have the immediate rights accruing from the ownership of the Collateral.

4. **Default.** Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

- a. default in the payment or performance of any obligation, covenant or liability contained or referred to herein;

- b. default in the payment or performance of any obligation under the Note;
- c. default in any obligation under the Loan Agreement;
- d. the making or furnishing of any warranty, representation or statement to the Secured Party by or on behalf of the Debtor which proves to have been false in any material respect when made or furnished;
- e. sale or encumbrance of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; or
- f. death, change of name, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Uniform Commercial Code, in addition to any other rights and remedies which Secured Party may have. Debtor shall pay to the Secured Party on demand any and all expenses and reasonable attorney's fees incurred or paid by the Secured Party in protecting and enforcing its rights hereunder, and all such expenses shall constitute a part of Debtor's obligations.

5. **No Waiver by Secured Party.** No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The making of this Security Agreement shall not waive or impair any other security said Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor.

6. **Binding Effect.** All rights of Secured Party hereunder shall inure to the benefit of the Secured Party's successors and assigns; and all promises and duties of Debtor shall bind the Debtor's heirs, personal representatives, agents, successors and assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

7. **Construction of Agreement.** Should any provision of this Security Agreement violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance and shall be construed in a manner so as to comply.



8. **Governing Law; Venue.** This Security Agreement shall be governed by and construed by the laws of the State of Colorado, without regard to the conflicts of law rules thereof. With respect to any disputes under this Security Agreement, venue shall only be proper in Mesa County, Colorado.

9. **Attorneys' Fees and Costs.** In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Security Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Security Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which such party may be entitled, whether or not incurred with or without the need for litigation, prior to trial, at trial, on appeal or in bankruptcy, insolvency or related proceedings and including the attorneys' fees incurred in disputes as to the amount of reasonable attorneys' fees and in the collection of any and all such fees and costs.

10. **Counterparts.** This Security Agreement may be signed in one or more identical counterparts, and all of such counterparts, when taken together, will be deemed to constitute the original of this Security Agreement.

Signatures Follow

This Security Agreement is dated effective the \_\_\_ day of \_\_\_\_\_, 2023.

DEBTOR:

REDLANDS THREE SIXTY, LLC  
a Colorado limited liability company

By: La Plata Communities, Inc., Manager

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

SECURED PARTY:

CITY OF GRAND JUNCTION, a home rule  
municipality and political subdivision of the  
State of Colorado

By: \_\_\_\_\_  
Anna Stout, President of City Council

RESOLUTION \_\_-23

AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO SIGN THE LOAN AND SECURITY AGREEMENTS RELATING TO AN ADVANCE OF TRANSPORTATION CAPACITY PAYMENTS TO REDLANDS THREE SIXTY, LLC FOR THE CONSTRUCTION OF A SINGLE-LANE ROUND-ABOUT INTERSECTION AT HIGHWAY 340 & 23 ROAD ALONG WITH A RIGHT-IN ONLY INTERSECTION AT HIGHWAY 340 & S. BROADWAY

RECITALS:

Redlands Three Sixty, LLC intends to develop a large residential and limited commercial use neighborhood with associated walkways, trails, parks, and landscaping, in conformity with the City approved Outline Development Plan and Planned Development zoning. The development is known as Redlands 360.

In conjunction with the development of Redlands 360, Redlands Three Sixty, LLC will construct a single-lane round-about intersection at Highway 340 & 23 Road along with a right-in only intersection at Highway 340 & S. Broadway.

In order to help finance the development of the Redlands 360 project and facilitate the successful completion of the roundabout and the intersection, Redlands 360 has requested public financial support, including a short-term loan, which is an advance of Transportation Capacity Payments (TCP) that the project will pay, to help finance design and construction of the roundabout and Highway 340 and 23 Road improvements.

The City Council has agreed to provide such financial support to Redlands Three Sixty, LLC, including, among other things, a loan to assist with the necessary infrastructure design, benefiting the development of Redlands 360, and in turn the public, under the terms and conditions contained in this Loan and Security Agreement and the Promissory Note.

NOW THEREFORE, as provided in this Resolution, the City Council of the City of Grand Junction authorizes the President of the City Council to execute the attached Loan and Security Agreements on the terms provided therein and for the purposes described and authorized by and with this Resolution.

---

Anna M. Stout, President of the City Council

ATTEST:

---

Amy Phillips, City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.b.**

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**Meeting Date:** October 4, 2023

**Presented By:** Anna Stout

**Department:** City Council

**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

A Resolution Supporting the Designation of a National Monument to Protect the Dolores River Canyon Country

**RECOMMENDATION:**

Adoption of the resolution supporting the designation of a National Monument to protect the Dolores River Canyon Country

**EXECUTIVE SUMMARY:**

At its October 2, 2023 work session, the City Council discussed adopting a resolution to support the designation of a National Monument to protect the Dolores River Canyon Country. The consensus of the City Council was to agendaize a draft resolution for consideration and possible adoption at the October 4, 2023 City Council meeting.

The Resolution calls for the designation of a National Monument to protect the Dolores River Canyon Country, recognizing the outstanding public lands within Mesa County that are of immense importance to the City's constituents and that offer immense ecological, cultural, historical, and geological value.

**BACKGROUND OR DETAILED INFORMATION:**

By and with Resolution \_\_\_-23 the City Council has called for the designation of a national monument to protect the Dolores River Canyon Country, recognizing the outstanding public lands within Mesa County that are of immense importance to the City's constituents and that offer immense ecological, cultural, historical, and geological value. The Resolution urges Colorado's Senators, Governor, and other elected leaders to take prompt and vigorous action to request the Biden Administration to designate the Dolores River Canyon Country as a national monument.

Furthermore, the City Council resolution expresses the City's desire to work

collaboratively to advance the important initiative and to that end directs the City Manager to send copies of the Resolution to Colorado's Senators, the Governor, the Secretary of the Interior, the Director of the Bureau of Land Management, and other federal and state officials, determined by the City Manager, to be relevant to the initiative.

**FISCAL IMPACT:**

There is no direct fiscal impact by virtue of the adoption of the Resolution.

**SUGGESTED MOTION:**

I move to adopt and approve/not adopt and not approve Resolution 91-23 a Resolution Supporting the Designation of a National Monument to Protect the Dolores River Canyon Country.

**Attachments**

- 1. RES-Dolores support resolution 20231003

RESOLUTION NO. \_\_\_\_-23

A RESOLUTION SUPPORTING THE DESIGNATION OF A NATIONAL MONUMENT TO PROTECT THE DOLORES RIVER CANYON COUNTRY

WHEREAS, the City of Grand Junction is in the heart of Mesa County, Colorado, and is deeply committed to preserving and protecting the natural beauty, cultural heritage, and historical significance of the region for the benefit of its constituents and future generations; and

WHEREAS, the Dolores River Canyon Country is an extraordinary area, which includes lands in Mesa County, that is home to remarkable public lands, rich biodiversity, a resilient river system, indigenous cultural sites, a storied mining history, and unique geological formations, including breathtaking red rock canyons and mesas in Unaweep Canyon and the Gateway area; and

WHEREAS, the Dolores River Canyon Country is a region of profound ecological significance, supporting diverse flora and fauna, and providing critical habitat for numerous sensitive or imperiled species, making it a priority for conservation efforts; and

WHEREAS, the Dolores River is a vital component of the region's ecosystem, supporting a unique and fragile riparian environment, as well as providing recreational opportunities such as fishing, boating, and wildlife viewing, which contribute to the quality of life of the residents of Grand Junction and Mesa County; and

WHEREAS, the Dolores River Canyon Country boasts a rich cultural heritage with numerous indigenous cultural sites that hold significant historical and spiritual importance; and

WHEREAS, the region's historical mining legacy is an integral part of Colorado's heritage, and the remnants of past mining operations contribute to the area's unique character and cultural value; and

WHEREAS, the geological features of red rock canyons and mesas of the Gateway area and Unaweep Canyon in the Dolores River Canyon Country are of unparalleled beauty and scientific interest, attracting visitors and researchers from across the nation and around the world; and

WHEREAS, efforts to conserve the Dolores River Canyon Country date back to at least the 1969 passage of the Wild and Scenic Rivers Act which listed the Dolores River as one of the original study rivers, and current efforts include a complementary proposal in Congress to designate a National Conservation Area for areas of the river in Montezuma, Dolores, and San Miguel counties; and

WHEREAS, designation of the portions of Dolores River Canyon Country in Mesa and Montrose counties as a national monument would enhance its protection, ensuring the preservation of its natural, cultural, recreational, and historical resources for current and future generations; and

WHEREAS, the City of Grand Junction recognizes the importance of working in collaboration with state and federal partners to achieve a permanent designation for the Dolores River Canyon Country;

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

1. The City of Grand Junction, Colorado, hereby calls for the designation of a national monument to protect the Dolores River Canyon Country, recognizing the outstanding public lands within Mesa County that are of immense importance to the City's constituents and that offer immense ecological, cultural, historical, and geological value.
2. By and with this resolution the City Council urges Colorado's Senators, Governor, and other elected leaders to take prompt and vigorous action to request the Biden Administration to designate the Dolores River Canyon Country as a national monument, and with this Resolution the City expresses its strong desire to work collaboratively with these leaders and other stakeholders to advance this important initiative.
3. The City Manager is directed to send copies of this Resolution to Colorado's Senators, the Governor, the Secretary of the Interior, the Director of the Bureau of Land Management, and other federal and state officials, determined by the City Manager, to be relevant to the initiative.
4. This resolution shall take effect immediately upon its adoption.

Adopted this 4<sup>th</sup> day of October 2023.

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #6.a.i.**

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**Meeting Date:** October 4, 2023  
**Presented By:** Jodi Welch, Finance Director Emeritus  
**Department:** Finance  
**Submitted By:** Jodi Welch, Finance Director Emeritus

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**Information**

**SUBJECT:**

An Ordinance Authorizing a Supplemental Appropriation for Funding of the Joseph Center Expansion Project

**RECOMMENDATION:**

Staff recommends approval on second reading of Ordinance 5175, an ordinance making supplemental appropriations to amend the 2023 City of Grand Junction Budget and ordering publication in pamphlet form.

**EXECUTIVE SUMMARY:**

The budget was adopted by the City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required for spending authorization to allocate \$947,704 in American Rescue Plan Act (ARPA) funds to Joseph Center. The resolution authorizing the award is also on this agenda.

**BACKGROUND OR DETAILED INFORMATION:**

The American Rescue Plan Fund (Fund 114) accounts for the direct distribution of ARPA federal funds to the City of Grand Junction. A total of \$10.4 million has been received by the City and in 2022, City Council authorized the distribution of \$1,387,130 to Visit Grand Junction, Air Alliance, and Sports Commission for lodging revenue loss, leaving a remaining \$9,012,870 available for distribution. Grand Junction City Council appointed an Advisory Committee (Committee) to make recommendations about how



the funds will be spent. To date, City Council has authorized the allocation of \$5,873,337 million in ARPA funds; \$1,500,000 to Grand Valley Catholic Outreach, \$1,000,000 to Com Act (Housing Resources of Western Colorado), \$3,373,337 for the Land and Building Acquisition Program and 996,006 to CEC which leaves \$2,143,527 available for allocation.

At the time of the adoption of the 2023 budget, City Council had not heard the recommendations from the Committee, nor made any decisions on grant awards. Therefore, distribution of monies from the ARPA Fund was not budgeted or appropriated. Therefore, a supplemental appropriation is required in the ARPA Fund (Fund 114) of \$947,704. The supplemental appropriation authorizes the budget for the spending authority. The actual spending will be accounted for in the ARPA Fund.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance 5175, an ordinance making supplemental appropriations to the 2023 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2023 and ending December 31, 2023 and order publication in pamphlet form.

**Attachments**

1. 2023 Joseph Center Supplemental Appropriation 2nd Reading October 4, 2023

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2023 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 FOR COUNSELING AND EDUCATION CENTER**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2023 to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
American Rescue Plan Fund	114	\$ 947,704

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this 20<sup>th</sup> day of September, 2023.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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



**Grand Junction City Council**

**Regular Session**

**Item #6.a.ii.**

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**Meeting Date:** October 4, 2023  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine

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**Information**

**SUBJECT:**

An Ordinance Regarding the Purchasing Policy

**RECOMMENDATION:**

Staff recommends City Council hold a public hearing, and approve the Ordinance updating the City of Grand Junction Purchasing Policy

**EXECUTIVE SUMMARY:**

In early 2023, questions arose regarding the City's purchasing and procurement policies and, specifically, the self-performance of work. The existing policies have not undergone a thorough review and rewrite since 2012, and there were concerns about the clarity of certain sections, including Section 18, which was adopted in the context of a specific project but did not directly address the self-performance issue. In response to these concerns, the City Council instructed the City staff to consider and, as appropriate, develop and recommend a self-performance policy. This ordinance adopts a comprehensive update of the Purchasing and Procurement Policies and Procedures that includes the policy guidelines for City staff to self-perform certain work.

**BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction's Purchasing and Procurement Policies and Procedures are a critical component of the City's operations, ensuring transparency, fairness, and efficiency in the procurement of goods and services. These policies were last comprehensively reviewed and updated in 2012. Since then, there have been changes in procurement practices and organizational needs that necessitate a thorough revision.

The specific issue that prompted this review is related to self-performance of work by the City. Section 18 of the existing policies, while adopted for a particular project, lacks clear guidance on self-performance and related issues. In the proposed update, in

determining the cost for self-performing public improvement projects, the operating department will calculate the expenses related to supplies, materials, construction techniques, and methods. If the total cost is under \$750,000, as confirmed by the Public Works Director or his/her designee, then the option to self-perform the project may be put into effect by the City Manager.

Aside from the self-performance policy, the primary objectives of this review and update of the Purchasing and Procurement Policies and Procedures, while ensuring best practices in procurement, are to improve the clarity and comprehensibility of the policies for City staff, vendors, and the public.

City staff recognize the importance of effective and efficient use of resources in public projects and services. In response to the challenges posed by receiving only one bid, higher than expected bids or no bids, along with the desire for cost-effective solutions, the City has included a self-performance policy, which would permit the completion of projects in-house.

To compare this policy with other self-performance policies around the state, our research reveals that other governmental agencies in Colorado do not currently have a similar policy in place. We have contacted several agencies, including the City and County of Denver, Boulder, Longmont, Larimer County, Aspen, Colorado Springs, Pitkin County, Parker, and the State of Colorado and have found no comparable policies. In most instances, the issue is not addressed at all.

Beyond Colorado's borders, research has uncovered the State of Oregon's policy, which mandates that state agencies must justify why projects or services estimated to exceed \$250,000 cannot be completed using in-house staff. This policy dictates that agencies can proceed with external procurement only if it is more cost-effective than using their own personnel and resources.

The introduction of the Self-Performance Policy is a unique initiative, as other Colorado governmental agencies lack a comparable policy. The State of Oregon's approach, which requires agencies to justify external procurement for larger projects, serves as an interesting point of comparison, highlighting the importance of cost-effectiveness in public service delivery.

**FISCAL IMPACT:**

There is no direct fiscal impact from this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5176, an ordinance related to adapting policies and procedures for purchasing equipment, materials, supplies and specialized, expert and technical services and work including specialized technical and expert personnel and work performed by or for the City of Grand Junction on final passage and order final publication in pamphlet form.

## **Attachments**

1. Procurement Manual 20230927 Revisions
2. ORD-Purchasing Policy 2023 20230914

**PURCHASING MANUAL**  
**Revised MONTH 2023**



## Purchasing Policy Manual Revision Table

Resolution 29-01 authorized City Manager to amend the forms and processes of this manual. These regulations are promulgated in accordance with and conforming to the rules and regulations as established by Resolution 15-17.

Section	Revision Summary	Date	Approved By

DRAFT

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## Chapter 1: Introduction

The City of Grand Junction Procurement Policy (“Policy” or “Procurement Policy”) has been developed and will be applied according to the City’s core values. Those are:

- **Continuous improvement** – Working together to be the best by challenging the status quo.
- **Collaborative partnerships** – Using all areas of expertise to achieve a common goal.
- **Exceptional customer service** – Fulfilling the needs of everyone in our community through thoughtful interactions.

The Procurement Policy establishes the City’s purchasing and procurement policies and practices considering relevant laws, rules, and regulations while encouraging competition, maximizing purchasing power, and providing fair opportunities and equal treatment. The City is committed to the wise and principled use of public funds. The Policy creates general processes that are thoughtful and transparent.

The Procurement Policy directs City employees in fulfilling their obligations to the public, grantors, vendors, and contractors in the expenditure of funds.

The Policy is a comprehensive yet practical reference for City employees and external parties involved in the City’s solicitation, purchasing, contracting, and procurement processes.

The Procurement Policy establishes policies and procedures representing centralized and decentralized methodologies, reflecting practices and principles widely recognized at regional and national levels. The Policy is subject to regular review and revision to ensure the efficiency and effectiveness of the policies and processes.

### Ethics in Procurement

The City is committed to promoting the highest ethical standards in procurement. Those principles, including those stated below, guide transactions, decisions, and activities involving this Policy and the expenditure of City funds:

1. **Integrity and Transparency:** Purchasing activities should be conducted openly, with the objective of fair competition, ensuring the impartial treatment of those involved.
2. **Conflict of Interest:** Employees involved in procurement will avoid any conflict of interest, perceived or actual, including personal or financial relationship(s) that might affect, or appear to affect, their impartiality.

**Commented [DHJ1]:** Jay, do we want to have a statement somewhere in here that allows City Manager to approve minor changes to the Purchasing Manual?

**Commented [DHJ2R1]:** Yes, put this in.

3. **Confidentiality:** Confidential information obtained during procurement activities will be respected and protected as provided by law.
4. **Accountability and Responsibility:** Procurement employees will prudently use City resources and be accountable for their actions and decisions, demonstrating responsible stewardship of funds.
5. **Respect for Vendors:** Vendors should have equal access to information and opportunities and be treated in good faith.
6. **Compliance with Laws and Regulations:** Procurement activities will comply with applicable local, state, and federal law(s) and applicable regulation(s). The Purchasing Division will provide Purchasing Manual training, and procurement guidance, to employees.
7. **Promotion of Competitive Procurement:** The City will put forward competitive solicitations, as set forth in the Procurement Policy, to ensure it receives the best value.
8. **Zero Tolerance for Corruption:** The City maintains a zero-tolerance rule toward corruption, including fraud, bribery, and collusion. Any questionable activities should be reported to the Purchasing Division or the City Attorney's office, investigated, and dealt with promptly and thoroughly.

The City strives to establish trust, fairness, and efficiency through its procurement practices. By adhering to the Procurement Policy, the public interest will be protected and advanced, public funds will be used responsibly, and the City will maintain its long-standing reputation of integrity and accountability.

## Chapter 2: Purchasing Authority and Contract Signature

### Authority

**City Council and the City Manager:** The City Manager, as appointed by the City Council in accordance with the City Charter, oversees the City departments, and sets the rules and policies for procuring commodities and services applicable to the departments. Any improper practice(s) or deviation(s) may lead to disciplinary action(s).

**Department Directors:** In accordance with the Policy the City Manager delegates purchasing approval to Department Directors based on the dollar amount. A Department Director may delegate to employees who have purchasing responsibilities. The Department Director shall ensure that employees understand and fully and faithfully apply the Procurement Policy. Department Directors and employees are responsible for understanding and complying with the Procurement Policy. Any improper practice(s) or deviation(s) may lead to disciplinary action(s).

**Purchasing Division:** The Purchasing Division is responsible for:

1. Protecting the Procurement Policy.
2. Procuring and contracting commodities, services, and construction as provided in the Policy and otherwise provided by law.
3. Providing guidance and training to Department Directors and employees on the Procurement Policy.
4. Monitoring compliance with the Procurement Policy.
5. Investigating allegations of improper procurement practices.

### Contract Signature Authorization

Only the City Manager (or his/her designated representative), and the Purchasing Manager (or his/her designated representative), Contract Administrator, and Buyers are authorized to sign contracts which bind the City for the procurement of goods, services, insurance or construction, unless a specific delegation or exemption is made by City Council by resolution, code, regulation or letter of authority to another official or employee.

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## Chapter 3: Purchasing Approval Limits

Purchasing approval limits by position are detailed in Table 1.

Table 1: Purchasing Approval Limits

Dollar Amount	Type of Purchase	Approval
\$15,000 to 49,999	Formal Quotes by Purchasing Division	Department Director
\$50,000 to 199,999	Formal Solicitations	City Manager
\$200,000 and over	Non-Fleet Solicitations	City Council
\$500,000 and over	Fleet Purchases	City Council
\$25,000 to 49,999	Sole Source	City Manager
\$50,000 and over	Sole Source	City Council

**Notes:** This table applies to commodities or services with current-year budget appropriations. The unbudgeted expenditures are prohibited except in an emergency or by the City Manager's written directive. Notwithstanding Table 1, the City Council approves awards over **\$50,000** if:

1. There is a request for a sole source of over **\$50,000**; and/or,
2. Specific appropriation(s) do not exist for commodities or **services**.

**Commented [DHJ3]:** Jay, Did we also want to keep the 3rd and 4th items we currently have that says "There are fewer than two responses to the solicitation". And "Specific appropriations do not exist for the Purchase of the good or service". ?

## Chapter 4: Identification and Solicitation of Vendors

The City recognizes that a formal solicitation may only sometimes be the most efficient or effective purchase method. As a result, certain exceptions to the formal solicitation process may be utilized depending on the nature and cost of the purchase. If a vendor is selected using an exception, the Purchasing Division will assist the department in documenting the exception.

### Vendor Contact Before Formal Solicitations

It is acceptable and beneficial to gather information to make informed decisions. Research may include product demonstrations, discussions, or meetings to understand the marketplace and available solutions better; however, it is essential to maintain fairness and transparency during such interactions. The following guidelines should be followed:

1. **No commitment.** Any interactions are solely to gather information and do not indicate any special treatment or obligation for future purchases.
2. **Equal opportunity.** The department should offer the same opportunities to ensure that no single vendor has an unfair advantage.
3. **No conflict of interest.** City employees must maintain impartiality and avoid any situation(s) that could create, or appear to create, a conflict of interest. They must not accept gifts, gratuities, or anything of value.
4. **Documentation.** City employees must keep detailed records of all interactions during this research phase to maintain transparency.

### Formal Solicitation

Formal solicitations are competitive processes and require the following:

1. Authorization: Departments must work with the Purchasing Division to initiate formal solicitations when the amount is covered by an approved or planned budget.
2. Initiation of a Formal Solicitation. The department initiates a formal solicitation by preparing Specifications and/or a written Scope of Work, which minimally will include:
  - a. The description of the goods or services to be procured.
  - b. The quantity and quality of the goods or services to be procured.
  - c. The delivery or performance schedule.
  - d. The method of procurement.
  - e. The criteria for the award.

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3. Solicitation. After the Specifications and/or the Scope of Work have been written, the Purchasing Division, in collaboration with the department, will identify the appropriate solicitation method and plans, schedules, and procurement procedure.
4. Legal Review. The City Attorney's Office will review and approve the procurement and contract forms. Only the Purchasing Division or the City Attorney's Office may modify the solicitation documents terms.
5. Contract Award. When a qualified, responsive, and responsible proposer is selected, and if negotiations are required, the Purchasing Division and the department will negotiate a final contract, obtain all required approvals, and execute a contract. If the department and the Purchasing Division disagree about an award recommendation, they will meet to review the reason(s) for the disagreement. If they cannot resolve the dispute, the City Manager will review and decide.
6. Centralized Documentation and Contract Management: The Purchasing Division maintains a complete contract file and all required documentation on formal solicitations.

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## Chapter 5: Methods and Procedures for Formal Solicitations, and Purchase Orders

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The City may use Requests for Quotes (RFQ), Requests for Information (RFI), Invitations for Bids (IFB), Requests for Proposals (RFP), and Statements of Qualifications (SOQ) for formal solicitations. The method and procedure shall be determined at the City's sole and absolute discretion as provided in this Policy and determined to be in the City's best interest.

### Initial Steps

The type of solicitation may depend on the nature of the procured commodities, work, or services, the project's complexity, or purpose, and the evaluation criteria/evaluation method. The following steps will be used in determining the form of solicitation:

1. Consult with the Purchasing Division: Consult with the City's Purchasing Division to ensure the solicitation method is appropriate, legal, and in line with the City's procurement policies and procedures.
2. Define the Need: Define the intended purpose of the procurement and specify the commodities, work, or services and the procurement goals. This is essential to choosing the most appropriate solicitation method.
3. Assess Complexity: Assess the commodities, work, or services needed. The complexity, technical specifications, level of customization, or the number of variables will be considered when choosing the solicitation method.
4. Determine the Importance of Price v. Qualifications: Decide on the relative importance of price versus qualifications or other non-price factors. If price is the primary consideration and the requirements can be clearly defined, an IFB or RFQ may be the most appropriate method. If qualifications, innovative solutions, or other non-price factors are more critical, an RFP or SOQ may be more suitable.
5. Consider the Market: The market conditions and the number of potential vendors, the competitiveness of the market, and the availability of the commodities, work, or services can all impact the choice of solicitation method.
6. Review Legal or Regulatory Requirements: The Purchasing Division, in conjunction with the City Attorney's Office, will ensure the consideration of any relevant legal or regulatory requirements.

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### **Develop Scope of Work**

When developing a Scope of Work (SOW) or Scope of Services (SOS), the Purchasing Division will work closely with the project manager to ensure that the needs and expectations of the project are clear and sufficiently detailed to reduce ambiguities.

The SOW is critical to forming and enforcing any contract and must clearly describe the commodity, service(s), and work. The SOW serves as a roadmap for the project, defining the deliverables, timelines, quality standards, and key tasks. A detailed SOW is necessary to ensure clear understanding and expectations between all parties involved.

### **Components of a Scope of Work**

1. **Project Description:** An explanation of the project's purpose and objectives. The project description provides essential context for making and enforcing the purchase and contract terms.
2. **Deliverables:** A detailed list of all items, work, or services to be delivered by the vendor and specifies the acceptance criteria for each deliverable.
3. **Tasks:** Tasks include a breakdown of specific tasks or activities to be performed by the vendor. Each task should be clearly described and associated with a particular deliverable.
4. **Timelines:** A schedule that outlines when tasks or deliverables will be completed, including any milestones or deadlines as required by the City.
5. **Performance or Quality Standards:** The performance standards or benchmarks to measure the quality of the work or the commodities procured must include any specific regulatory or industry standards to be provided by the vendor.
6. **Payment Schedule:** The payment schedule defines the compensation to be paid to the vendor for completing tasks, deliverables, or other mutually agreed metrics, together with deadlines agreed upon between the City and the vendor or service provider.
7. **Project Management:** Details of how the project will be managed, including reporting requirements, schedules, and roles and responsibilities of the parties.

### **Specifications**

When seeking responses from potential vendors, it is essential to have detailed descriptions of the physical or functional characteristics of the product, service, or system. These descriptions, known as Specifications, serve as a basis for evaluating responses against the standard specifications provided by the City.



In developing specifications, the Purchasing Division will collaborate with the project manager to ensure the accuracy and completeness of all requirements and expectations. To reduce misunderstandings or disputes, the specifications should be clear and detailed.

Key elements of specifications include:

1. **Description of Requirements:** A detailed description of what the City is purchasing, whether a physical commodity, construction, or service. This comprehensive description should state the necessary features, dimensions, performance standards, quality levels, and other relevant details.
2. **Quantity:** The amount of the commodities or services needed in terms of number or volume.
3. **Delivery or Performance Schedule:** The date or timeframe within which the commodities or services must be delivered or performed.
4. **Standards and Compliance:** The regulatory or industry standards with which the commodities or services must comply/conform.
5. **Quality Assurance Measures:** The procedures and checks to ensure that the commodities or services meet the specified requirements.

The City is committed to creating comprehensive and fair specifications to ensure the best value, successful Procurement outcomes, and positive relationships with vendors.

### **Requests for Information (RFI)**

A Request for Information (RFI) is the Purchasing Division's standard process to gather written information about vendor capabilities. The response to an RFI can help the City shape its procurement strategy and improve the efficiency and effectiveness of procurement processes.

#### **Typical Uses for RFIs**

RFIs are typically used early in the purchasing cycle to:

1. Obtain general vendor or product information.
2. Narrow down a list of potential vendors.
3. Gather information to prepare a more detailed Request for Quotes (RFQ), Invitation for Bids (IFB), Request for Proposals (RFP), or Statement of Work (SOW).

#### **RFI Process**

In general, the RFI process is as follows:

RFI Initiation: The Purchasing Division, in collaboration with the department, identifies the need for an RFI based on the following factors:

1. The complexity of the procurement;
2. The unfamiliarity of the market;
3. The need to clarify potential solutions or providers.

RFI Preparation: The Purchasing Division and the department will prepare an RFI document detailing vendor information sought/requested. The RFI may include:

1. A description of the product, service, or solution;
2. Specific questions regarding capabilities, solutions, or approaches;
3. Other inquiries that may be beneficial.

Public Notice: The Purchasing Division will notice the issuance of an RFI. This notice will include the following information:

1. The purpose of the RFI;
2. The deadline for submitting responses;
3. The method for submitting responses.

Responses Review: The Purchasing Division, in collaboration with the department, will review RFI responses. The review will focus on the following factors:

1. The completeness and accuracy of the responses;
2. The relevance of the information provided;
3. The vendor's capabilities and experience, if required.

Pricing Information: The department may include budget cost information when requesting information from potential vendors. This information is not binding and is only intended to help vendors understand the City's needs.

No Commitment: Responding to an RFI does not guarantee future consideration for solicitations. Understanding that an RFI does not imply a commitment to issue a formal solicitation or contract is essential.

The Purchasing Division reserves the right to amend or withdraw an RFI at any time.

### **Requests for Quotes (RFQ)**

A Request for Quotes (RFQ) document is the method the Purchasing Division uses to solicit vendor quotes to procure commodities, work, or services that exceed the department's purchasing authority.

#### **RFQ Process**

**Commented [DHJ4]**: This info may not necessarily be included in an RFI. Capabilities and experience are more covered in an RFP.....but I could be splitting hairs a little on this one.

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In general, the RFQ process is as follows:

RFQ Initiation: The Purchasing Division, in collaboration with the department, identifies the need for an RFQ.

- The RFQ is typically used for smaller orders under a certain dollar threshold.
- The RFQ may also be used when the department needs a pre-established relationship with a vendor that can meet the City's needs.

RFQ Preparation: The Purchasing Division and the department will prepare an RFQ document that includes the following information:

1. A description of the commodities, work, or services being procured;
2. The technical requirements for the commodities, work, or services;
3. The evaluation criteria that will be used to select the vendor;
4. The deadline for submitting quotes;
5. The method for submitting quotes.

Public Notice: The Purchasing Division will issue the public notice, if required, of the RFQ. This notice will be published in a local newspaper and on the City's website.

Quote Submission: Vendors must submit their quotes to the Purchasing Division by the deadline. Quotes must be submitted in writing, in the response type requested (e.g. e-mail) and include all the information requested in the RFQ.

Evaluation: The Purchasing Division will evaluate all quotes based on the evaluation criteria. The evaluation will focus on the following factors:

1. The completeness and accuracy of the quotes;
2. The responsiveness of the quotes to the RFQ requirements;
3. The vendor's experience and expertise;
4. The vendor's price.

Quote Award and Contract Formation: The Purchasing Division will award the contract to the vendor that submits the most responsive and competitive quote. The contract will be issued by the terms and conditions outlined in the RFQ.

Clarification and Negotiation: The Purchasing Division may seek vendor clarification regarding any aspect of their quotes. If only a single quote is received, the Purchasing Division may negotiate terms, conditions, and pricing with vendor.

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Quote Rejection: The Purchasing Division may reject any quote for reasons including, but not limited to: non-compliance with the RFQ requirements, incomplete or conditional quotes, unsatisfactory past performance by a vendor, or the cancelation of the RFQ.

### **Invitations for Bid (IFB)**

An Invitation for Bid (IFB) is a document the Purchasing Division uses to solicit vendor bids to procure standardized commodities, work, or services. The IFB process is typically used when the procurement is for commodities, work, or services that are:

1. Can range from simple to complex;
2. Well-defined and understood;
3. Not subject to many variations;
4. Price-sensitive.

The IFB process is also used when the City wants to ensure the procurement is conducted fairly and transparently.

### **IFB Process**

In general, the IFB process is as follows:

IFB Development: The Purchasing Division and the department work together to develop the IFB document. The IFB document includes the following information:

1. A description of the commodities, work, or services being procured;
2. The technical requirements for the commodities, work, or services (including Scope of Work, if required);
3. The evaluation criteria that will be used to select the vendor;
4. The deadline for submitting bids;
5. The method for submitting bids.

Public Notice and Distribution: The Purchasing Division publishes a public notice of the IFB. The public notice includes the following information:

1. The title and number of the IFB, name of the goods or services being procured;
2. The deadline for submitting bids;
3. The method for submitting bids;
4. The contact information for the Purchasing Division.

Pre-Bid or Site Visit Meeting: The Purchasing Division may hold a pre-bid or site visit meeting to allow potential bidders to ask questions, and get clarification on the IFB document in the form of a written Addendum.

Addenda and Communication: The Purchasing Division will issue an addendum/addenda to address any necessary changes, corrections, or clarifications to the IFB. Only the Purchasing Division will communicate with vendors.

Bid Submission: Interested bidders must submit bids by the IFB requirements. Typically, the IFB will require pricing information, compliance with specifications, delivery schedules, warranties, and other relevant details. Bidders must submit their bids in the method required by the IFB to the Purchasing Division by the deadline.

Bid Opening: The Purchasing Division opens the sealed bids in a public meeting (this may take place in a virtual setting). The bids are recorded, and the apparent lowest responsive and responsible bidder is identified.

Bid Evaluation: The Purchasing Division evaluates the bids based on the criteria stated in the IFB. The evaluation criteria may include price, compliance with specifications, experience, past performance, quality, and other relevant considerations, including pre-qualification, if required.

Award: The Purchasing Division awards the contract to the lowest responsive and responsible bidder.

Negotiation: Should only a single bidder submit a response to an IFB, the City may openly negotiate with the bidder as necessary.

Contract Execution: The Purchasing Division contracts with the successful bidder. The contract includes the terms, conditions, deliverables, timelines, and other relevant aspects of the purchase.

#### **IFB Documents**

The IFB document must be clear, concise, and easy to understand. It must also be complete and accurate and comply with all applicable laws and regulations. The IFB document should include the following information:

1. A project definition and planning section that clearly defines the project's scope, objectives, and requirements;
2. An IFB document structure and content section that describes the format and content of the IFB document;
3. A legal and policy compliance section ensures that the IFB document complies with all applicable laws and regulations;
4. A stakeholder involvement and review section ensures that all relevant stakeholders review the IFB document;
5. A vendor communication section that describes how vendors can communicate with the Purchasing Division during the bidding process;

### **Requests for Proposals (RFP)**

A Request for Proposal (RFP) is a document used by the Purchasing Division to solicit proposals from vendors for the procurement of commodities, work, or services that are complex, customized, innovative, or require a long-term relationship with the vendor. The RFP process is typically used when the City wants to ensure that the best possible vendor is selected for the project.

#### **RFP Process**

In general, the RFP process is as follows:

Initiate the RFP: The Purchasing Division will work with the department to initiate the RFP process. The department will identify the project manager and the relevant stakeholders, and the Purchasing Division will collaborate to gather the information necessary for the RFP.

Understand the Project Requirements: After initiation, the first step in the RFP process is understanding the requirements. This includes understanding the scope of work, the deliverables, the timeline, and the budget. The Purchasing Division will work with the department to gather this information.

Determine the RFP Structure: Once the project requirements are understood, the Purchasing Division will determine the structure and format of the RFP. The RFP should be clear, concise, comprehensive, and written in plain language that is easy to understand. The RFP should also be consistent with the City's procurement policies and procedures.

Define Evaluation Criteria: The next step is to define the evaluation criteria used to assess proposals. The evaluation criteria should be clear, concise, measurable, and weighted to reflect each factor's importance.

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Draft the RFP Document: The project manager and the Purchasing Division will draft the RFP document. The RFP document should include the following sections:

1. Introduction: This section overviews the project and the RFP process.
2. Project Overview: This section provides a detailed project description, including the scope of work, deliverables, and timeline.
3. Administrative Information: This section includes information about the RFP process, such as the deadline for submitting proposals, the method for submitting proposals, and the contact information for the Purchasing Division.
4. Evaluation Criteria: This section describes the criteria used to evaluate proposals, such as technical expertise, experience, qualifications, price, and compliance.
5. Contract Terms: This section outlines the terms and conditions of the contract, such as the price, the delivery schedule, and the warranty.
6. Submission Requirements: This section describes the requirements for submitting proposals, such as the format of the proposal and the information that must be included.
7. Other Relevant, Project-Specific Conditions, Terms, and Requirements: This section may include additional information specific to the project, such as security requirements or environmental regulations.

Commented [DHJ5]: This is a duplicate of item 7.

Stakeholder Input and Review: The department and the Purchasing Division will seek input and feedback from relevant stakeholders, departments, or subject matter experts. They will incorporate their insights to ensure the RFP document accurately reflects the project's needs and requirements.

Publish and Advertise the RFP: The Purchasing Division publishes and advertises the RFP to potential offerors using appropriate platforms, such as the City's website, the local newspaper, BidNetDirect.com, or other channels.

Address Vendor Inquiries: The Purchasing Division will establish a mechanism for promptly addressing inquiries, providing clarifications, responding to all vendor inquiries reasonably and consistently, and ensuring equal access to information.

Addenda and Communication: The Purchasing Division will issue an addendum/addenda to address any necessary changes, corrections, or clarifications to the RFP. Only the Purchasing Division will communicate with vendors.

Recordkeeping and Documentation: The Purchasing Division will maintain accurate records of the RFP creation process, including:

1. The RFP documents

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2. All approvals of the RFP
3. All stakeholder feedback on the RFP
4. All addenda to the RFP
5. Any other relevant documentation

This documentation will be maintained to help ensure transparency and facilitate any required auditing or review processes.

Evaluation and Vendor Selection: The Purchasing Division and the department will evaluate the proposals received in response to the RFP and select a vendor that meets the project's requirements and is the best value for the City. The evaluation criteria will be based on the factors outlined in the RFP, such as technical expertise, experience, qualifications, price, schedule, and compliance.

The Purchasing Division will use a scoring system to evaluate the proposals. This will be used to determine which vendor(s) move forward into the next phase(s) of the process, or to determine the winning vendor.

Contract Negotiation and Execution: The Purchasing Division, in consultation with the department, and if needed the City Attorney, will initiate contract negotiations with the selected vendor to finalize the terms, conditions, and deliverables. The City and the vendor will sign the contract, which will be by applicable laws, rules, and regulations.

The Purchasing Division will draft the contract. The City Attorney will review the contract and provide any necessary legal advice.

#### **RFP Selection by Committee**

The City will use a committee to select vendors for RFPs. The committee will comprise of City employees from various departments with expertise relevant to the goods and services being procured, potential stake holders (if applicable), other government/quasi-government employees with relevant expertise, and Purchasing Division staff.

The committee will use a scoring rubric to evaluate proposals. The rubric will be developed by the City and described in the RFP. The rubric may include cost, quality of goods or services, vendor qualifications, and other pertinent factors.

Each committee member will independently review and score each proposal using the scoring rubric. This process is intended to ensure various perspectives and limit the potential for bias.

After the independent review, the committee will meet to discuss the scoring. During those discussions, committee members may explain their scoring, ask questions regarding others' understanding/consideration of the proposal.



If the committee finds significant differences in scores for a given proposal, the committee members will discuss the differences to ensure the understanding of the merits or lack thereof for each proposal.

After all the scores are finalized, the Purchasing Division will calculate the average score for each proposal and rank each from highest to lowest. The proposal(s) with the highest ranking(s) will be selected as the vendor(s) to move forward into the next phase(s) of the process, or to determine the winning vendor.

The Purchasing Division will communicate the scoring results to the proposers for their own proposals. A vendor may request feedback on its proposal upon written request. The Purchasing Division may provide input or decline to do so; any feedback provided will be based on the process for that solicitation and the records of that process.

By communicating about the City's selection process, it is anticipated that vendors will improve the quality and responsiveness of proposals and, in turn, continue to foster fairness and accountability by the City to ensure the best outcome for the City and its citizens.

### **Statements of Qualifications (SOQ)**

A Statement of Qualifications (SOQ) is a process by which the City may evaluate the qualifications of various firms interested in providing services. An SOQ allows a firm(s) to present its capabilities, skills, and experience related to specific services the City needs, and to gauge potential competition in the marketplace, prior to issuing the solicitation.

#### **SOQ Process**

In general, the SOQ process is as follows:

Initiation of SOQ: When specialized services are needed, the department and the Purchasing Division will prepare an SOQ that clearly defines the Scope of Services, the desired qualifications, and other relevant information.

Distribution of SOQ Request: The Purchasing Division will distribute the SOQ request to firms that are or may be interested in responding to the SOQ. The request will be posted on the City's website, advertised in the local newspaper, and on procurement portals as determined by the City at its sole discretion.

Receipt of SOQs: Responses to SOQs must be timely and, in the format, stated in the SOQ solicitation.

Review of SOQs: The Purchasing Division and the project manager will review all responses to SOQs for compliance with the request, giving particular attention to the firm's history, qualifications of key personnel, past projects, references, and unique capabilities of the firm(s).

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Shortlisting of Firms: The Purchasing Division and the department will shortlist firms whose SOQs best align with the City's needs in order to determine which firms may be eligible to participate in an upcoming solicitation, or in order to determine which firms may move onto interviews, further evaluation, and potential award, as deemed in the best interest of the City. The shortlisting process will be based on the criteria provided in the SOQ request.

Follow-Up Interviews or Presentations: The Purchasing Division may invite shortlisted firms for interviews, presentations, and further evaluation.

Final Selection and Notification: The selection of a firm will be after careful analysis of the SOQ response(s), interviews/presentations, and the firm's ability to meet the City's needs. The Purchasing Division will notify the selected firm and initiate contract negotiations.

### **Waiver of Minor Irregularities**

The City, by and through the Purchasing Division, reserves the right to waive minor irregularities in submitted proposals, bids, or contract documents, if the irregularities do not confer a competitive advantage, constitute non-compliance with fundamental terms, or irreparably compromise the integrity of the procurement process.

Minor irregularities are mistakes or omissions that do not affect the price, quality, quantity, or delivery schedule of the procured goods or services. Minor irregularities may include, but are not limited to:

1. Clerical errors;
2. Omissions of non-essential information;
3. Slight deviations from the formal solicitation instructions that do not affect the procurement process's completeness, competitiveness, and fairness.

The Purchasing Division has sole discretion to waive minor irregularities and will consider them on a case-by-case basis. All decisions regarding the waiver of minor irregularities will be documented and maintained as part of the procurement record.

### **Appeals**

If a vendor believes his/her/its proposal or bid was unfairly disqualified due to a minor irregularity, he/she/it may appeal the decision to the Purchasing Division. The Purchasing Division will review the decision and make a final determination.

If the vendor is still not satisfied with the decision of the Purchasing Division, he/she/it may appeal the decision to the City Manager. The City Manager will review the decision, make a final determination, and issue a written finding.

### **Purchase Orders**

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### **Purpose**

A purchase order is a document that states the terms and conditions of a proposed transaction and creates a contractual relationship between a vendor and the City. It describes the quantity and quality of the required goods and includes other information, such as shipping terms, delivery dates and location, and prices quoted in the solicitation response. The purchase order shall encumber the applicable appropriations account.

### **When to Use Purchase Order**

Purchase orders are required for all invoiced purchases of commodities, materials or supplies and services with an expected expenditure of City funds of \$15,000 or more unless previously approved by the Purchasing Manager.

### **Process**

Purchasing Division personnel shall complete all purchase orders in the City's Financial System. The requesting Division shall send a copy to the Vendor.

### **Subsequent Changes or Cancellations**

Whenever a change of any kind on a purchase order is required, the originating department shall forward a Purchase Order Change Request that provides the information to be changed and a justification for Purchase Order Change. Requests shall be directed to Purchasing via e-mail or through the City's Financial System.

### **User Approval**

Purchase orders must be approved for payment in accordance with final approval authority requirements set forth in Chapters 2 and 3.

### **Receiving Procedure**

When the material or service is delivered to the department, the authorized agent of the department, as assigned by the Department Director, shall inventory and inspect the delivery to ensure the material(s) and/or service(s) are as listed on the shipping document and are in acceptable condition. If all materials are received in acceptable condition, the receiving department/division shall submit the invoice for approval to their authorized department/division personnel who then process the invoice for payment. Partial payments shall be processed based on items actually received. Down payment and prepayment is acceptable on a case by case basis as approved by the Purchasing Manager. If materials and/or services received are damaged or defective, they should not be used. If possible, notation should be made upon the receipt in the presence of the delivery agent. Departments shall notify Purchasing immediately when damaged or defective commodities are received.

### **Purchase Order Exemptions or Exceptions**

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Colleges, Universities, Higher Education, School Districts  
Annual Software Renewals  
Title Companies and Real Estate Firms  
Utilities  
Other government and quasi-government agreements  
Annual dues and subscriptions  
Loan and Debt Payments

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## Chapter 6: Public Notice for Formal Solicitations

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A Public Notice for a solicitation(s) is the official announcement or advertisement published by the City to inform the public of the City's intent to solicit the purchase of goods and services.

Public Notices are intended to attract potential vendor(s). They are posted on the City's website, advertised in the local newspaper, and on procurement portals as determined by the City at its sole discretion.

### Key Components of a Public Notice

1. The solicitation title and number, and/or clear and concise description of the goods and services.
2. Instructions for obtaining greater detail about the solicitation.
3. The date, time, and location for submitting a response to the solicitation.
4. Contact information for questions or clarifications about the solicitation.

The primary purpose of the Public Notice is to provide potential vendors a reasonable opportunity to know of, and respond to, the solicitation, promote competition, and obtain the best value for the City.

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## Chapter 7: Distribution & Submission of Formal Solicitations

The City presently uses an online platform (currently BidNet direct, however online platforms are subject to change) to distribute and collect formal solicitations. The City reserves the right to use any other platform or means to provide a Public Notice of solicitations.

### Methods

1. The City distributes formal solicitations via BidNet. Vendors' registration and agreement to the BidNet TOS are required to access City solicitations posted there.
2. Each posting on BidNet contains the full solicitation document, including specifications, terms and conditions, submission instructions, and other pertinent information.
3. The Purchasing Division will post solicitations to BidNet concurrently with the release of the Public Notice.
4. The Purchasing Division will post any necessary post-distribution changes or clarifications as an addendum/addenda or other modification(s) to a solicitation on BidNet.
5. The City maintains records of all solicitations distributed through BidNet, including the posting date, a list of vendors who accessed the solicitation, and those who received the changes or clarifications as an addendum/addenda or other modification(s).

### Submission of Formal Solicitations

1. Vendors must submit responses to solicitations via BidNet. BidNet provides an efficient, digital, and timestamped process for the vendor and the City.
2. Bid submissions must include all documents required by the solicitation and comply with the solicitation's terms and conditions.
3. Vendors must timely submit solicitations as specified in the Public Notice and solicitation documents. BidNet automatically enforces deadlines and will not accept late submissions.
4. Vendors may amend submissions before the deadline by withdrawing and resubmitting a bid(s) on BidNet. Post-deadline modifications will not be accepted.
5. BidNet maintains a digital time stamp for all submissions. The Bid Net records provide the vendor and the City with a verifiable record in case of a question/dispute about a submission(s).

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## Chapter 8: Sole Source Procurement

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A sole source procurement is when the City purchases commodities, work, or non-professional services from a single vendor without conducting a competitive solicitation. This is only allowed when the City can justify that no other vendor can meet its needs.

### Sole Source Approval Criteria

The City may approve a sole source procurement if it meets one or more of the following criteria:

1. Uniqueness: Is unique and unavailable from any other source due to proprietary rights, patents, copyrights, secret processes, or monopoly control.
2. Compatibility: There is a need for compatibility with existing equipment, technologies, or processes, and only a specific product or service can satisfy that need.
3. Urgency: Delay would lead to serious injury, death, or significant financial loss.
4. Expertise: The vendor has unique experience, expertise, or capabilities unavailable elsewhere.
5. Standardization: There is a need to standardize specific equipment or supplies to reduce training, inventory, or maintenance costs, and only one vendor can meet this need.
6. Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

### Sole Source Procurement Process

A department must submit a written request to the Purchasing Division for sole source procurement. The request must include:

1. A detailed scope of work or specifications for the commodities, work, or non-professional services being procured.
2. A narrative explanation of why no other vendor can meet the City's needs.
3. The department's budget for procurement.

The Purchasing Division will review the request and determine whether it meets the criteria for a sole source procurement. If it does, the Purchasing Division and department will negotiate a contract with the selected vendor.

### Contract Issuance

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After the sole source contract is negotiated, it will be reviewed and approved by the City Attorney's Office and/or appropriate approvers based upon the contract amount..

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## Chapter 9: Procurement of Professional, Technical, and Expert Services

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**Purpose** The City often requires the expertise and services of private contractors or consultants for complex studies, procedure development, audits, staff training, facility design, and specialized products. This section outlines the policy and procedures for acquiring professional, technical, and expert services. This section pertains to use of the non-competitive selection process, if it is determined by the Purchasing Division and the appropriate approver(s) to be in the City's best interest. If this method is utilized, the department must work with the Purchasing Division to process the request. If the utilization of this method is denied, then the process will follow the procurement method best suited as outlined in Chapter 5 of this policy.

### Authority

- (a) **Under \$50,000:** For services costing less than \$50,000, any department may procure licensed professional(s) or independent consultant(s) without competition. Department Directors are responsible for selection, considering qualifications, experience, references, and cost.
- (b) **\$50,000 up to less than \$200,000:** With City Manager approval, services with a total cost of \$50,000 up to less than \$200,000 may be procured without competition. Department Directors must provide a written justification and recommendation to the City Manager for selection.
- (c) **\$200,000 and over:** Services at or exceeding \$200,000 may be procured without competition with City Council approval. Department Directors must provide City Council with a written justification and recommendation.
- (d) **Legal counsel contracts:** Legal counsel contracts require City Attorney approval or their designated representative.

Please note that this policy aims to maintain transparency and efficiency in the procurement process for professional services. It aligns with best practices and ensures that the City follows a standardized approach for service acquisition.

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## Chapter 10: Procurements Involving Grants

This policy sets the guidelines for procurements funded by federal grants by the Uniform Guidance. The policy applies to all procurements connected with federal grants or awards, including direct and pass-through grants or awards managed by the State of Colorado.

### Policy Guidelines

1. Competition: The City will ensure fair and open competition for all procurement operations. This means that the City will not impose unnecessary qualifications or excessive bonding requirements and will not permit uncompetitive pricing practices or conflicts of interest. Departments may only specify brand-name products if alternatives are allowed.
2. Policy Documentation: The City will document its procurement policies and processes. This includes describing the requirements of the commodities, work, or services to be procured precisely, listing all conditions bidders must meet, and specifying the factors used to evaluate bids.
3. Reasonable and Necessary Costs: The City will reasonably confirm that all costs incurred in procurement operations are appropriate and necessary. City departments should refrain from purchasing duplicative or unnecessary items and consolidate or separate procurements when necessary.
4. Record Maintenance: The City will keep records of each procurement. This includes documenting the rationale for the procurement method, contract type, contractor selection or rejection, and the contract price justification.
5. Conflict of Interest: City officials, employees, and agents should avoid any actual or perceived conflict of interest while participating in the selection, award, or administration of contracts funded by federal funds. Accepting gratuities, favors, or anything of monetary value from contractors or subcontractors is prohibited.
6. Contract Administration: The City will require that contractors abide by the terms, conditions, and specifications of their contracts/purchase orders.
7. Procurement Methods: The City will adopt one of these methods: small purchases, formal solicitations, or sole source.
8. Contractor Selection: The City will proactively solicit minority businesses, women's businesses, and labor surplus area firms as required by the grant.

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9. Contract Clauses: The City will incorporate all pertinent provisions listed in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards in all contracts.
10. Suspension and Debarment: The City will determine that neither the entity nor the principals it plans to transact with is excluded or disqualified from Federal projects or receipt of Federal funds.
11. Cost and Price Analysis: The City will perform a cost or price analysis for every procurement operation that meets the formal solicitation threshold.
12. Bonding Requirements: For contracts or subcontracts related to construction or facility improvement requiring a solicitation, the City will follow specific minimum bonding requirements unless the federal awarding agency or pass-through entity has accepted the City's bonding policy and requirements and determined that the federal interest is adequately safeguarded.

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## Chapter 11: Contract Forms

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When the City purchases commodities, work, or services that exceed the Formal Solicitation Threshold, the contract will be governed by the terms and conditions approved by the City Attorney's Office. Any alterations or additions to the approved contract form must be forwarded to the Purchasing Division for review and action, following the City Attorney's directives.

The City Attorney's Office will establish the binding contract terms and conditions to comply with applicable law and to promote the City's best interests. The City Attorney's Office will also establish the Purchasing Division's authority to modify or waive specific contract terms.

### **Bid Security**

Bid security (a bid bond) guarantees that a bidder will not withdraw its bid. Bid security is typically required for purchases that exceed the Formal Solicitation Threshold.

The Purchasing Division may or may not require bid security for any solicitation at its discretion, not exceeding 5% of the bid response value. A bidder must include the required bid security in the solicitation to ensure the City may not dismiss a bid as non-responsive for non-compliance.

Bids are binding for the duration specified in the solicitation once opened. A bidder may retract its bid only before the deadline for submissions.

Acceptable forms of bid security include:

1. A one-time bid bond issued by a company licensed to issue bonds in Colorado.
2. A bank cashier's check payable to the City of Grand Junction for 5% of the bid response.
3. A bank-certified check payable to the City of Grand Junction for 5% of the bid response.
4. An irrevocable letter of credit in a format acceptable to the City.

### **Bonds for Construction Contracts**

The City may require separate performance, labor and materials, payment, and maintenance bonds for all construction, work, and public improvement contracts exceeding \$50,000. The bonds must be for 100% of the contract price.

Discretionary Bonds: Performance, payments, material, and maintenance bonds may also be required on contracts under \$50,000 if the Purchasing Division, in consultation with the City Attorney, deems the bonds to be in the City's best interest.

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Delivery and Satisfaction: The contractor must deliver all required bonds to the Purchasing Division within ten days after receiving the Notice of Award or upon execution of the contract. Failure to do so may result in the contractor's bid or contract being rejected or terminated for default.

Bond Form: The bonds must be submitted in a format approved by the City.

Bond Waiver: The City may waive the requirement for performance, payments, material, and maintenance bonds and accept cash deposited into an escrow account with the City for a specified period if the terms of the surety alternative are acceptable to both contract parties. A cash deposit of 100% of the total contract value to insure against all costs associated with a performance breach may be a satisfactory condition of an alternate surety.

Additional Bonding: If a surety on the contractor's bond(s) becomes revoked during a contract, the City retains the right to require additional and sufficient sureties, which the contractor must furnish within ten calendar days after written notice, at the contractor's expense. The surety bond(s) will cover the entire contract amount, notwithstanding the total contract amount changes.

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## Chapter 12: Contract Modifications and Change Orders

Any modification to a contract resulting in a price change must be processed through the Purchasing Division and include all necessary documentation and approvals.

### Authorization and Approval

1. The Department Director may approve non-formal and/or formal contract amendments or change orders to contracts that raise the price by **less than \$50,000** (pending Items 3 or 4 of this section).
2. The City Manager must approve non-formal and/or formal contract amendments or change orders that increase the cost of the contract by **\$50,000 up to less than \$200,000** (pending Items 3 or 4 of this section).
3. Modifications to formal solicitation contracts that, alone or collectively, including previous changes, increase the initial contract price by **more than 25% but less than 50%** require approval by a committee that comprises the City Manager or his designee, the requesting Department Director, and representatives from the Purchasing Division and the Finance Department.
4. Modifications to formal solicitation contracts that, alone or collectively with previous changes, **increase the initial contract price by more than 50%, or the total contract price to over \$200,000** must be approved by the City Council.
5. The Purchasing Division is responsible for contract administration, ensuring fulfillment of performance standards, and managing change orders or amendments.

**Commented [DHJ6]:** This section seems to be broken down into two different types of contract categories, pertaining to change orders, "simplified" meaning "quotes" (items 1 and 2), and "formal solicitation" (items 3, 4, and 5). I don't think I would recommend dividing them in this manner. I think all contracts for change order approvals/processing should be the same.

**Commented [DHJ7]:** I think this is a problem as well. The way this is written, the 50% and the \$200k of a contract could vary wildly. They almost seem to work against each other. E.G. if you have a \$50k contract and a change order that increases the initial contract price by 50% (\$25k), that would need to go to Council for approval. If you have a \$54M contract and a change order for \$200K, that too would need to go to council for approval.

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## Chapter 13: Protest of a Contract Award

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If a Vendor believes that the City failed to adhere to the Policy in evaluating a solicitation, the vendor may protest an award as follows:

### Grounds for Protest

A vendor may protest an Award if:

1. The City has violated its own rules or procedures.
2. The City has violated City, state, or federal law.
3. The City has demonstrably acted arbitrarily or capriciously against the public interest.

### Exclusions

The following are *not* grounds for protest:

1. The vendor disagrees with the terms and conditions of a solicitation or any clarification(s) or amendment(s) unless the vendor credibly alleges that the same violates Policy or applicable law.
2. The vendor's dissatisfaction with an award decision unless the vendor credibly alleges that the Award violates the Policy or applicable law.

### Time Limits for Protest

A vendor must make an Award Protest within **five (5) business days** following the announcement of an Award. The City will not consider an Award Protest that is not timely filed.

### Protest Submission

1. An Award Protest must be submitted in writing and be mailed, e-mailed, or hand-delivered to the City's Purchasing Division.
2. The Award Protest must include the name, address, and contact information of the protesting vendor, the title and reference number of the solicitation, and a detailed statement of the grounds for the protest.
3. All factual and legal documentation must be sufficiently detailed to establish the allegations made in support of the Protest.

The Purchasing Division may dismiss any Protest that excludes required information.

### Stay of Purchasing

Upon receipt of a Protest before an Award, the City may postpone the Award until after the Protest is resolved.

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### Protest Review

Upon receipt of a Protest, the Purchasing Division will, in consultation with the City Attorney, review the Protest to determine whether it is timely and includes all required information. If the Protest is timely and facially sufficient, the Purchasing Division will conduct a further review.

### Decision and Communication

1. The Purchasing Division will decide on the Protest within **fifteen (15)** business days of receipt.
2. The Purchasing Division will communicate the decision, including the reasons, in writing to the protester.
3. The decision of the Purchasing Division is final and binding.

Commented [DHJ8]: Jay, are you ok with this, no matter the dollar amount?

### Remedies

If the Purchasing Division determines that a Protest is valid, the City may take any of the following actions:

1. Revise the solicitation.
2. Re-evaluate proposals or bids.
3. Cancel the RFP or IFB.
4. Make another Award decision.

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## Chapter 14: Multi-Year Contracts and Renewals, with Price Escalation

Multi-year contracts and renewals, with ~~price escalation provisions~~ can be valuable for the City. Still, they must be carefully managed to deliver value and prevent cost overruns and must explicitly provide that any multi-year contract is subject to annual appropriation of funds as required by Article X, Section 20 of the Colorado Constitution. The following conditions should be met before a multi-year contract or renewal with price escalation is awarded:

1. ~~Well-defined price escalation clause:~~ The contract must explicitly define the conditions that trigger a price escalation, such as an annual percentage increase or an adjustment tied to a recognized economic indicator like the Consumer Price Index (CPI). ~~The clause should also specify the maximum amount of price escalation permitted.~~
- 2.1. ~~Cap on price increases:~~ The contract should include a cap on the extent of price increases permitted during a specified period. This will help to protect the City from excessive cost increases.
- 3.2. ~~Renegotiation clause:~~ The contract may include a renegotiation clause that allows either party to request a renegotiation of the contract if there are significant market shifts or changes in the involved parties' needs. This will help ensure that the contract remains fair and equitable for both parties.
- 4.3. ~~Periodic review:~~ The contract should be annually reviewed to ensure continued value to the City. This review should consider factors such as the current market conditions, ~~the cost of living~~, and the City's annual budget/annual appropriations.
- 5.4. ~~Transparency:~~ All cost components in the contract must be precise. ~~The escalation clause~~ A potential warranted price increase should only apply to the base price and not include any add-on fees or charges. This will help ensure that the City knows all the costs associated with the contract.
- 6.5. ~~Economic indicators:~~ ~~The Consumer Price Index (CPI) is widely used for assessing inflation or cost-of-living changes. Other financial indexes may be appropriate, given the circumstances of the contract. The City and the vendor must mutually agree upon the chosen index in the contract.~~
6. ~~Renewal Options:~~ Annual commodity, work, and service contracts may be renewed by the Purchasing Division up to three additional contract periods, based on satisfactory performance of the contractor.
7. Unforeseen increases may be allowed on a case by case basis.

**Commented [DHJ9]:** Jay, while I understand this clause, and agree that a contractor should be treated fairly, I don't know that this would be in the City's best interest, as it may be perceived that every contract afterward is open to pricing negotiation. Not sure that's the message we want to send.

## Chapter 15: Cooperative and Piggyback Purchasing

Commented [DHJ10]: Piggy back?

Cooperative purchasing is a strategic approach where two or more public entities collaborate to purchase commodities, work, or services with the intent of contracting with the same vendor (although this may not always be the result). This can offer numerous benefits, including:

1. Minimized administrative costs: By pooling resources, public entities can save money on procurement-related expenses such as advertising, bid preparation, and contract administration.
2. Prevention of duplicated efforts: Cooperative purchasing can help to ensure that public entities are not duplicating their efforts by purchasing the same products or services from different vendors. This can save time and money.
3. Access to competitive pricing: Cooperative purchasing can give public entities access to competitive pricing that they might not achieve independently. This is because Group Purchasing Organizations (GPOs) have the buying power to negotiate better deals with vendors.
4. Shared expertise: Cooperative purchasing can help public entities to share expertise and knowledge about procurement. This can lead to more efficient and effective procurement processes.
5. Efficient use of resources: Cooperative purchasing can help public entities to use their resources more efficiently. This is because GPOs can help to consolidate procurement requirements and negotiate better terms and conditions with vendors.

### Participation in Cooperative and Piggyback Purchasing

The Purchasing Division has the authority to participate in, sponsor, or manage cooperative purchasing agreements with one or more public bodies. As described in this chapter, cooperative purchasing is exempt from this policy's competitive bidding and advertising requirements.

The Purchasing Division is also authorized to engage the Colorado Division of Purchasing, subdivisions of the state, other governmental entities, or other established cooperative purchasing groups (e.g. Sourcewell, NAPO, Buyboard, NPPgov, Omina Partners, Savik, etc.) for purchasing commodities, materials, or equipment, provided the engagement aligns with the City's best interests.

When the Purchasing Division identifies that another jurisdiction or cooperative has a competitive agreement for the same products or services that the City needs, the City may purchase under such agreement(s) (also known as "piggybacking").

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### Criteria for Selecting GPOs

The City will use GPOs that adhere to the following principles:

1. Transparency: All processes, decisions, and agreements should be open and transparent, allowing members to understand awards and the calculation of costs.
2. Fair Competition: GPOs allow vendors a fair and equal opportunity to compete for contracts, including providing transparent and non-discriminatory tender documentation and selection criteria.
3. Accountability: Consistent mechanisms for accountability, including regular audits and financial reports and transparent processes for dispute resolution, should be available.
4. Ethical Conduct: The GPO should have clear guidelines prohibiting conspiracy, corruption, or conflict of interest.
5. Value for Money/Delivery Schedule: The primary purpose of a cooperative purchasing consortium is to leverage collective buying power to achieve better value, however, delivery schedule may also be a determining factor for its use.
6. Compliance with Laws and Regulations: The GPO should comply with all relevant local, state, and federal laws and regulations, including purchasing, competition, and data protection.
7. Membership Criteria and Rights: The GPO should have clear criteria for membership and respect all members' rights, including participation in decision-making processes.
8. Management and Governance: The GPO should have effective management and governance structures, clear roles and responsibilities, and mechanisms for oversight and control.

### Purchasing on Behalf of Other Governmental Entities

The Purchasing Division may assist in competitive solicitations for other governmental agencies; however, the responsibility to evaluate the responses and make decisions based on their established award criteria lies with the requesting agency.

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## Chapter 16: Self-Performance Policy for Construction of Public Improvements

This Chapter establishes the City's process for determining if, and when, to self-perform public improvement construction projects. The policy is intended to ensure that the City obtains cost-effective and high-quality construction while maintaining transparency, fairness, and confirming responsible utilization of public funds.

### Policy

1. **Competitive Bidding Process:** For projects estimated by the City to cost \$750,000 or more, the City will use a competitive bidding process to select a contractor. The City will publicly solicit bids and award a contract to the lowest responsible bidder.

If the project is estimated to be \$750,000 or more the City may submit a bid to compete with private contractors, if the City Manager determines the prevailing condition(s) indicate that the City may not receive competitive bids, same or similar work has not had the benefit of competitive bid(s) and/or the City Manager determines that performance of the work by the City may be in the City's best interests.

2. **City Self-Performance Option:** The City Manager may assign City employees to construct public improvement projects that cost less than \$750,000.

3. **Engineering Estimate:** To determine the cost for self-performing public improvement projects, the operating department will calculate the expenses related to supplies, materials, construction techniques, and methods. If the total cost is under \$750,000, as confirmed by the Public Works Director or his/her designee, then the option to self-perform the project may be put into effect by the City Manager.

4. **Prohibition of Unreasonable Division:** To maintain transparency and fairness, the unreasonable division of public improvement construction works into separate projects to evade the requirement of open bidding for works estimated to cost \$750,000 or more is prohibited. Dividing a project is only permissible if in the opinion of the Public Works Director it is logical to do so, and division will result in cost savings over the cost if the project were to be performed as a single project.

5. **City Council's Decision:** The City Council will make an Award in its sole and absolute discretion after it has had an opportunity to review all bids for work of \$750,000 or more, including the City's, to ensure reasonable competition, the preferred allocation and expenditure of funds, and that the Award supports and advances the best interests of the City.

If no bid(s) is(are) received from a private contractor(s) or the City's proposal is within 5% of the lowest private bid, the City Council will award the construction work to the City for self-performance.

6. Exemptions: This policy does not apply to regular and routine work City employees perform, such as maintenance, emergency service, law enforcement, and technical or professional services. Such services are typically performed in-house without a bidding process, ensuring the continuity and reliability of those essential services.

7. Credibility and Review of City Bid: Upon completion of the project, the City will conduct a post-project review to compare the proposal and the actual cost of the work. The review will assess the City's bid's accuracy, the work's quality, and the project's overall value.

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## Chapter 17: Fleet

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This Chapter implements a proactive, standardized approach to replacing City-owned vehicles and equipment, and assists in providing safe, reliable vehicles and equipment for City employees while minimizing lifecycle costs.

### Replacement Criteria

The Fleet Services Division (FSD) uses an evidence-based approach to determine when fleet vehicles and equipment are due for replacement. The replacement decision considers the following factors:

1. Age;
2. Mileage;
3. Maintenance and repair costs;
4. Fuel efficiency;
5. Environmental impact;
6. Reliability;
7. Safety;
8. Lifecycle analysis.

The FSD conducts an in-depth lifecycle cost analysis for each vehicle and piece of equipment in the City's fleet. This analysis identifies the optimal replacement interval considering the following costs:

1. Acquisition cost;
2. Operating and maintenance costs;
3. Potential for unscheduled repairs;
4. Downtime implications;
5. Expected resale value.

The results of these analyses guide replacement planning and budgeting.

### Budgeting and Funding

Each department will include estimated fleet replacement costs in its annual budget submissions, which the City's Finance Department reviews as part of the overall budget review. The Fleet Replacement Fund is established and maintained to finance the replacement of vehicles and equipment.

### **Vehicle and Equipment Standards**

To ensure operational consistency, manage maintenance costs, and uphold high safety standards, the FSD establishes and maintains vehicle and equipment standards. These standards specify vehicle types and necessary features or equipment for specific functions and roles. The standards also guide the selection of replacement vehicles and equipment.

### **Purchasing Process**

All purchasing activities related to replacing vehicles and equipment must comply with the City's procurement policy. The FSD, Purchasing Division, and the requesting department will collaboratively evaluate and select vendors through a competitive bidding process.

### **Alternative Fuel and Sustainable Vehicles**

The FSD will consider vehicles that use alternative fuels or possess advanced sustainability features as potential replacements. The FSD will include sustainability considerations in the lifecycle cost analysis and balance those considerations against other factors, such as reliability and suitability for the intended use.

### **Disposal**

The FSD will dispose of decommissioned vehicles and equipment according to City and state regulations. The FSD will attempt to maximize resale or trade-in value and consider the environmental impact of disposal methods. The FSD will notify the Finance Department and Procurement Division for capital asset disposal.

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## Chapter 18: Information Technology

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This policy applies to all hardware and software acquisitions, usage, and installations, irrespective of price. Information Technology (IT) encompasses computer, network, and data storage systems for creating, processing, storing, securing, and exchanging all electronic data forms.

### Responsibilities

1. The IT Department is responsible for managing IT systems, ensuring their efficient operation, and safeguarding the security of data and networks.
2. City-owned devices are only permitted to have software and hardware that the City has licensed and installed.
3. The IT Department authorizes all hardware and software items, significant upgrades or version changes to software, and items requiring technical support from City departments or infrastructure systems.

### IT Security and Infrastructure

1. Maintaining IT security measures to safeguard sensitive data, protect infrastructure, and mitigate cybersecurity risks is essential.
2. IT security software and infrastructure necessitate discrete, specialized expertise and technical knowledge for effective implementation.
3. The rapidly evolving cybersecurity landscape requires the swift adoption of the latest technologies and security measures.
4. The timely purchasing of IT security solutions is crucial to maintaining the confidentiality and integrity of sensitive data and critical infrastructure.

### Exemption from Solicitation and Procurement Procedures

Due to these factors, an exemption from the solicitation and procurement procedures is established within the Policy to promote efficient and secure purchasing and implementation of IT Security Solutions. IT Security Solutions include but are not limited to:

1. Security software and infrastructure, including firewall systems, intrusion detection and prevention systems, antivirus and anti-malware solutions, data encryption tools, and other relevant security technologies.
2. Annual software licenses and maintenance agreements.



### **GASB 96 Reporting**

The IT Department (and the Purchasing Division if needed) will send documentation related to subscription-based information technology arrangements (SBITAs) to the Finance Department to comply with the requirements of GASB 96, Accounting and Financial Reporting for Special Purpose Governments. GASB 96 requires governments to disclose certain information about their procurement activities, including:

1. The total expenditures for goods and services acquired during the reporting period.
2. The types of goods and services acquired.
3. The methods used to procure goods and services.
4. The amounts paid to each vendor.

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## Chapter 19: Disposal of City Property

This chapter establishes the process for the disposal of City-owned commodities and equipment, excluding property seized or acquired by the Police.

### Authority

1. The IT Department can designate computers and computer-related equipment as surplus.
2. The Department Directors can label other property as surplus.
3. The Purchasing Division has the authority to determine the disposition of surplus property.

### Methods of Disposal

In cases where the City cannot sell surplus property to a third party for value, the following methods of disposal may be used in order of priority:

1. Exchange or trade-in: When purchasing new commodities, it is possible to exchange or trade in existing items, partially or entirely, as a form of payment.
2. Transfer to other City departments: Departments should offer surplus City property they no longer need to other City departments. Departments may either transfer surplus property directly to other City departments or send the items to City Stores for distribution to other departments as needed.
3. Donation: A City department may donate surplus property to another governmental or non-profit agency.
4. Transfer to local non-profit: A City department may transfer surplus property to a non-profit entity serving local needs. Entities include any quasi-government or other non-profit agencies applying for City assistance.
5. Public auction: The City may sell any surplus property through a public auction.
6. If after the above methods, surplus property still remains, the City may dispose of remaining surplus property at its discretion.

Commented [DHJ11]: Jay, are you ok with me adding this?

### Prohibited Dispositions

City employees and their immediate family members are prohibited from purchasing surplus property unless such purchases occur at a public auction.

## Definitions

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1. **Alternate Bid (Response):** A bid submitted with a significant variation to a primary provision, specification, term, or condition of the solicitation.
2. **Apparent Low Bidder:** The Apparent Low Bidder is the bidder that submits the lowest bid in response to an IFB or quote. The Apparent Low Bidder is the initial determination based on the bid price alone prior to determining whether the bid is responsive and responsible.
3. **Appropriated Funds:** A specific amount of public funds set aside by the City for a particular purpose.
4. **Award:** The final approval by the City of a bid or proposal from a bidder resulting in the issuance of a purchase order or contract.
5. **Award Protest:** A formal written objection lodged by an unsuccessful bidder regarding the entity's decision to award a contract.
6. **Bid:** A competitive proposal submitted by a vendor in response to an Invitation for Bids (IFB).
7. **Bid Bond:** A third party (the surety) provides a financial guarantee to ensure the bidder refrains from withdrawing their bid, and executes the contract.
8. **Bid Deposit:** A bidder's monetary guarantee ensures that the successful bidder refrains from withdrawing their bid, and will enter a contract.
9. **Bid Opening:** The formal process during which sealed bids are publicly unsealed and recorded.
10. **Bid Protest:** A formal complaint lodged against the procedures or decisions made by a procurement authority during the contract awarding process.
11. **Bidder:** A vendor who submits a bid in response to an Invitation for Bids (IFB) or another type of formal solicitation.
12. **Blanket Order:** An agreement to purchase goods or services from a specific vendor over a period, capped at a maximum total cost.
13. **Blanket Purchase Contract/Agreement.** A procurement method for fulfilling the anticipated recurring needs for supplies or services through the award of competitive line-item contracts or discounts from a supplier/manufacturer, or service provider, usually through competition. BPAs are used to reduce the administrative expenses resulting from small and/or recurring requirements.
14. **Brand Name:** A unique identifier specific to a particular seller or manufacturer used in specifications to describe a product.
15. **Brand Name (or Equivalent):** One or more manufacturer's brand names used in a specification to represent certain quality, performance, and other notable characteristics.

16. **Centralized Purchasing:** A consolidated approach to procurement where an organization's single Purchasing Division manages and conducts all formal procurement.
17. **Change Order:** A formal written modification to the original terms of a contract or purchase order that usually result in a modification of contract price and/or delivery/project schedule.
18. **Collusion:** The secret cooperation between two or more parties to achieve a fraudulent or unlawful end – in violation of antitrust laws.
19. **Commodity:** A marketable item or product to satisfy a need or want.
20. **Construction Manager/General Contractor (CMGC)/Construction Manager at Risk (CMR):** A delivery method where the owner contracts separately with a design firm and a construction manager as a general contractor that works collaboratively to complete the project.
21. **Cooperative Purchasing:** A procurement method where multiple government agencies collaborate to leverage collective buying power, resulting in potential cost savings, standardized terms, and reduced administrative efforts.
22. **Design-Bid-Build:** The traditional project delivery method involves three sequential phases: design, procurement, and construction.
23. **Design-Build:** A project delivery method where one entity—the design-build team—works under a single contract with the project owner to provide design and construction services.
24. **Employee:** An individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied.
25. **Form, Fit, and Function:** The physical and performance characteristics or specifications uniquely identify a component or device and determine its interchangeability in a system or equipment.
26. **Informal Quote/Bid/Proposal:** A competitive bid, price quotation, or proposal for supplies or services conveyed via letter, fax, email, or another manner that does not require a formal sealed bid or proposal, public opening, or other formalities.
27. **Invitation for Bid (IFB):** A procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when the price is the basis for the award.
28. **Invoice:** A document listing the goods or services provided and the sum due.
29. **Lowest Responsive and Responsible Bidder:** The bidder fully complied with all the bid requirements, whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost benefit.
30. **Minor Informality/Irregularity:** A minor non-compliance in a bid that is merely a matter of form, not substance.
31. **Net Price:** After all discounts, rebates, etc., have been allowed.

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32. **Non-Budgeted Purchase:** A purchase not included in the original budget.
33. **Non-Responsible (Bid):** A bid response to a solicitation where the bidder does not have the ability or capability to fully perform the solicitation's requirements. A business entity or individual who does not possess the integrity and reliability to assure contractual performance.
34. **Non-Responsive (Bid):** A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.
35. **Obsolete Supplies/Equipment:** Items that are no longer in use or are unusable due to needing to be updated because of new technology, regulations, or procedures instituted by the entity.
36. **Offeror:** An individual or business that submits an offer in response to a solicitation.
37. **Official Responsibility:** The direct administrative or operating authority to approve, disapprove, or otherwise immediate governmental action.
38. **Non-Professional Service:** Any service not specifically identified as a professional service.
39. **Performance:** The fulfillment of the obligations, duties, and responsibilities specified in a contract or agreement, encompassing the successful delivery of goods, completion of services, and achievement of specified outcomes in a timely, efficient, and satisfactory manner, all according to the standards and conditions outlined in the contract.
40. **Piggyback (Piggyback Cooperatives):** A form of intergovernmental cooperative purchasing in which an entity is given the pricing and terms of a contract entered by another entity.
41. **Professional Services:** Unique services provided by firms or individuals with specialized skills, expertise, or knowledge. These services typically include architectural, engineering, legal, financial, consulting, and other professional services.
42. **Protest:** A written objection by an interested party to a solicitation or award of a contract intended to receive a remedial result.
43. **Proposal.** An offer to provide commodities, work, or services.
44. **Proposer:** An individual or vendor who submits a proposal in response to a Request for Proposals.
45. **Procurement:** A range of activities such as identifying needs, defining specifications, selecting the appropriate procurement method, evaluating, and selecting vendors or contractors, managing contracts, and managing vendor relationships.
46. **Public Notice:** An announcement by an entity concerning a solicitation or other information of public interest.

**Commented [DHJ12]:** Also need definition for Non-Responsible.

**Commented [DHJ13]:** Also, what is the recourse for a vendor if they are determined to be Non-Responsive/Responsible, and what are the requirements for the City's response?

47. **Purchasing:** The specific act of buying goods, services, or works, often after the Procurement process.
48. **Qualified Bidder:** A bidder determined by the purchasing organization to meet the minimum standards of business competence, reputation, financial ability, and product quality.
49. **Quasi-Government:** Organizations funded by the government but operated independently.
50. **Response:** The formal submission made by a vendor or contractor in response to a procurement solicitation issued by the City. Such solicitations may take the form of a Request for Information (RFI), Request for Proposal (RFP), Request for Quotation (RFQ), Invitation for Bid (IFB), or Statement of Qualifications (SOQ).
51. **Responsible Bidder/Proposer/Offeror:** A vendor capable of fully performing the contract requirements.
52. **Responsive Bid/Proposal/Offer:** A bid, proposal, or offer that fully conforms to the solicitation and its requirements in all material respects.
53. **Simplified Purchase:** Purchases under the threshold required for formal solicitations.
54. **Solicitation:** A formal request to vendors for a proposal, quote, or information.
55. **Small Purchases:** Expenditures below the threshold for formal solicitations.
56. **Surety:** A third-party company that guarantees payment of claims arising when a vendor fails to perform per the contract.
57. **Tabulation of Bids/Responses:** Recording responses to solicitations for comparison, analysis, and record keeping.
58. **Vendor:** A business, company, individual, or entity selling goods, services, or works. Vendors provide the products or services requested in the City's procurement process.
59. **Waiver of Minor Irregularity or Informality:** The disregarding of minor errors or technical non-conformance in the offer that does not confer a competitive advantage or constitutes non-compliance with the fundamental integrity of the procurement process.

1 ORDINANCE \_\_\_\_

2

3 AN ORDINANCE ADOPTING POLICIES AND PROCEDURES FOR PURCHASING OF  
4 EQUIPMENT, MATERIALS, SUPPLIES AND SPECIALIZED, EXPERT AND TECHNICAL SERVICES  
5 AND WORK INCLUDING SPECIALIZED, TECHNICAL AND EXPERT PERSONNEL FOR WORK  
6 AND SERVICES TO BE PERFORMED BY OR FOR THE CITY OF GRAND JUNCTION,  
7 COLORADO

8

9 RECITALS:

10 By and with certain prior adoptions of purchasing and procurement policies for the City,  
11 the City Council authorized the City Manager to implement those policies, forms, and  
12 processes for bidding and contracting approvals and various requirements, programs,  
13 and procedures for City procurements.

14 Those policies have provided a systematic, consistent, unified, and standardized  
15 purchasing program that has been efficient and effective for the procurement needs  
16 of the City organization since adoption.

17 The most recent across-the-board review of the purchasing policies occurred in 2012.  
18 Since then, the policies have been amended, but not comprehensively reviewed. In  
19 early 2023 a question arose about the policies and self-performance of work by the  
20 City. Section 18 of the policy was examined. Due to the fact that Section 18 was  
21 adopted during and in context for a specific project, and that Section 18 did not  
22 directly address the self-performance question, the City Council instructed the City staff  
23 to consider, and as appropriate develop and recommend a self-performance policy.

24 While creating a self-performance policy the City staff reviewed the entire policy  
25 document and by and with this Ordinance recommends that certain changes be  
26 made to the 2012 policies as those have been amended.

27 Having duly considered the 2023 purchasing policy recommendations, including but  
28 not limited to the self-performance policy, the City Council as provided by the City  
29 Charter, and preceding and succeeding resolutions and ordinances of the City, does  
30 hereby adopt the 2023 purchasing policy manual (Purchasing Policy Manual or  
31 Manual) attached hereto and incorporated by this reference as if fully set forth and  
32 does direct the City Manager to implement the Manual as necessary and/or deemed  
33 advisable to achieve the highest efficiency and effectiveness for City purchasing  
34 programs, activities, and services for and on behalf of the City's procurement of all  
35 goods and services necessary for the performance of City operations within the  
36 prescribed framework of rules and regulations, all of which are designed to protect the  
37 public interest.

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

- 40 1. The foregoing Recitals are incorporated and adopted, and in accordance  
41 with and pursuant to this Ordinance, the City Council of the City of Grand  
42 Junction hereby authorizes, confirms, and directs that all purchases made on  
43 behalf of the City of Grand Junction shall be made in accordance with and  
44 conforming to the rules and regulations as published in the City of Grand  
45 Junction Procurement Policy Manual dated \_\_\_\_ 2023.  
46
- 47 2. That the City of Grand Junction Procurement Policy Manual dated \_\_\_\_ 2023  
48 shall become effective and be applied when and after this Ordinance  
49 becomes effective as provided by the City Charter.  
50
- 51 3. That from and after the adoption of this Ordinance that the purchasing  
52 polices shall not be changed without the approval of a majority of the City  
53 Council.  
54
- 55 4. Within sixty days of the third anniversary of the adoption of this Ordinance the  
56 City Council shall consider the effectiveness of the Ordinance at achieving  
57 the City Council policy(ies) stated in the City of Grand Junction Procurement  
58 Policy Manual dated \_\_\_\_ 2023.  
59

60 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a  
61 hearing for October 4, this 20th day of September 2023.

62  
63 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in  
64 pamphlet form this 4th day of October 2023.

65 \_\_\_\_\_  
66 Anna M. Stout  
67 President of the Council  
68

69 \_\_\_\_\_  
70 Amy Phillips  
71 City Clerk





## Grand Junction City Council

### Regular Session

Item #6.b.i.

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**Meeting Date:** October 4, 2023  
**Presented By:** Daniella Acosta, Senior Planner  
**Department:** Community Development  
**Submitted By:** Daniella Stine, Senior Planner

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### Information

#### **SUBJECT:**

Ordinances Annexing 23.35-Acre Tallman Enclave Annexation Located in the Orchard Mesa Commercial Park Subdivision (Book 11, Page 319) Including 2735 Through 2739 Highway 50 and 2726 1/2 Through 2736 B 1/4 Road and Zoning 11.28 Acres to C-2 (General Commercial) and Zoning 0.51 Acres to R-8 (Residential 8 du/ac)

#### **RECOMMENDATION:**

The Staff recommends City Council conduct a public hearing on Ordinances and approve and adopt the same for the Tallman Enclave Annexation and Zone of Annexation. The Planning Commission heard the request for the zone of annexation at its September 12, 2023 meeting and recommended approval 7-0.

#### **EXECUTIVE SUMMARY:**

A request to annex 23.35 acres of enclaved properties, located at 232 27 1/4 Rd through 241 27 1/4 Rd, 2739 Hwy 50, 2736 1/2 B 1/4 Rd and 2735 Hwy 50, and 2736 B 1/4 Rd. The Tallman Enclave consists of 20 commercial lots with a variety of businesses ranging from contractor shops, automotive services and mini-storage, and three residential lots with existing single-family residences, along with 11.56 acres of U.S. Hwy 50 and frontage road, B 1/2 Rd and 27 1/4 Rd public right-of-way.

Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas at five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Tallman Enclave has been enclaved since June 17, 2018. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years.

This is also a request to zone 11.79 acres of the 23.35-acre Tallman Enclave

Annexation, consisting of 20 commercial lots and two residential lots, totaling 11.28 acres to a C-2 zone district, and one residential lot totaling 0.51 acres to R-8. The C-2 zoning implements the City's 2020 One Grand Junction Comprehensive Plan Land Use Map that designates approximately 11.28 acres of the 23.35-acre annexation area as Commercial. The R-8 zoning implements the City's 2020 One Grand Junction Comprehensive Plan Land Use Map that designates approximately 0.51 acres of the 23.35-acre annexation area as Residential Medium. Both are included in this staff report.

**BACKGROUND OR DETAILED INFORMATION:**

In 1998, the Mesa County Board of Commissioners and the Grand Junction City Council adopted the "Persigo Agreement." This agreement established an Urban Development Boundary and set a policy that before new development could occur within that boundary, the property must be annexed into the City. As annexation occurs, enclaves of land that remain in the County may be created. Enclaves are defined as areas of unincorporated properties that are entirely surrounded by property that is within the City limits. The Persigo Agreement requires that all enclaves be annexed within five years of creation and in accordance with state annexation laws. On May 16, 2018, the City annexed two properties located at 2734 B 1/4 Road and 2723 U.S. Hwy 50, referred to as the Tallman Annexation. This annexation created the enclave of land that remained in the County, which included the 23 properties being considered as part of the Tallman Enclave Annexation. These properties have been enclaved since June 17, 2018.

The proposed Tallman Enclave Annexation includes 23 properties – 20 commercial properties located at 232 27 ¼ Rd through 241 ¼ Rd and 2739 Hwy 50, and three properties with existing residential uses located at 2736 ½ B ¼ Rd, 2736 B ¼ Rd, and 2735 Hwy 50, as well as 11.56 acres of public right-of-way along U.S. Hwy 50, the U.S. Hwy 50 frontage road, a portion of the B ½ Rd bridge and 27 ¼ Rd, and is eligible to be annexed and is proposed as the Tallman Enclave Annexation.

The C-2 and R-8 zoning implement the City's 2020 One Grand Junction Comprehensive Plan Land Use Map that designates this area as Commercial and Residential Medium, respectively. The annexation area consists of the 19 commercial lots within the Orchard Mesa Commercial Park and one commercial lot outside the commercial business park at 2739 Hwy 50, conforming to the C-2 zone district, as well as three residential lots outside that commercial subdivision.

The C-2 Commercial zoning implements the City's 2020 One Grand Junction Comprehensive Plan Land Use Map that designates the property as Commercial and part of the US Hwy 50 "Commercial Corridor Area" in the Area Specific Policies of the Plan.

The schedule for the annexation and zoning is as follows:

- Notice of Intent to Annex (30 Day Notice), Exercising Land Use – August 16, 2023
- Planning Commission considers Zone of Annexation – September 12, 2023
- Introduction of Proposed Ordinances for Annexation and Zoning by City Council – September 20, 2023
- Public Hearing on Annexation and Zoning by City Council – October 4, 2023
- Effective date of Annexation and Zoning – November 5, 2023

The request for zoning is being considered concurrently by City Council with the Zone of Annexation request. Both are included in this staff report.

### **ENCLAVE ANNEXATION**

The proposed Tallman Enclave Annexation consists of 23 properties at the following addresses: 232 27 ¼ Rd, 235 27 ¼ Rd #D, 235 27 ¼ Rd #C, 235 27 ¼ Rd #B, 235 27 ¼ Rd #A, 237 27 ¼ Rd #I, 237 27 ¼ Rd #II, 237 27 ¼ Rd #III, 237 27 ¼ Rd #IV, 239 27 ¼ Rd #1, 239 27 ¼ Rd #2, 239 27 ¼ Rd #3, 239 27 ¼ Rd #4, 239 27 ¼ Rd #5, 240 27 ¼ Rd, 241 27 ¼ Rd #1, 241 27 ¼ Rd #2, 241 27 ¼ Rd #3, 241 27 ¼ Rd #4, 2739 Hwy 50, 2736 ½ B ¼ Rd, 2735 Hwy 50 and 2736 B ¼ Rd. The Enclave area consists of 23.35 acres, 11.79 acres of which are private property and 11.56 acres of public right-of-way for portions of U.S. Hwy 50 and frontage road, B ½ Rd, and 27 ¼ Rd. The annexation area is developed at urban densities and has all urban services existing. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan.

### **ZONE OF ANNEXATION**

Approximately 11.79 acres of private property within the 23.25-acre Enclave area is included in the zone of annexation. The proposed zoning for 11.28 acres of private property is C-2 (General Commercial). The proposed zoning for the remaining 0.51 acres of private property is R-8 (Residential 8 du/ac). The C-2 zoning implements the City's One Grand Junction Comprehensive Plan Land Use Map that designates 11.28 acres within the Enclave area as Commercial. The R-8 zoning implements the City's One Grand Junction Comprehensive Plan Land Use Map that designates 0.51 acres within the Enclave area as Residential Medium.

The commercial properties are currently zoned in the County as C-2 and the residential properties are currently zoned in the County as RSF-4. All the commercial properties and two of the three residential properties (2736 ½ B ¼ Rd and 2735 Hwy 50) within the annexation area have a land use designation of Commercial. These two of the parcels have developed residential structures that will be legally non-conforming in the C-2 zone district when annexed into the City. The remaining residential property has a land use designation of Residential Medium. The proposed zoning of C-2 is consistent with the Commercial Land Use category and the proposed R-8 zoning is consistent with the Medium Residential Land Use category of the Comprehensive Plan. The surrounding zoning to the properties in the commercial park and 2739 U.S. Hwy 50 is

C-2 to the east, west and the south and C-1 and R-8 to the north, separated by U.S. Hwy 50. The surrounding zoning to the residential lots is R-8 to the south and C-2 to the east, C-2 and R-8 west, and C-2 to the north.

Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. The annexation area is developed at urban densities and has all urban services existing. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan.

In addition to the C-2 zoning as proposed by the City for properties located at 232 27 ¼ Rd through 241 27 ¼ Rd, 2739 Hwy 50, 2736 ½ B ¼ Rd and 2735 Hwy 50, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Commercial.

- Mixed Use (M-U)
- Business Park (B-P)
- Industrial Office Park (I-O)
- Light Commercial (C-1)
- Mixed Use Residential, High Intensity (MXR-8)
- Mixed Use General, Low, Medium and High Intensity (MXG-3,5,8)
- Mixed Use Shopfront, Low, Medium, High Intensity (MXS-3,5,8)
- Mixed Use Opportunity Corridors (MXOC)

In addition to the R-8 zoning as proposed by the City for the property located at 2736 B ¼ Rd, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential Medium.

- Residential 8 du/ac (R-8)
- Residential 12 du/ac (R-12)
- Community Services and Recreation (CSR)
- Mixed Use Residential, Low Intensity (MXR-3)
- Mixed Use General, Low Intensity (MXG-3)

## **NOTIFICATION REQUIREMENTS**

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 February 17, 2023. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to the enclaved properties and surrounding property owners within 500 feet of the enclaved area on March 3, 2023. The notice of the Planning Commission public hearing was published March 7, 2023, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between September 5, 2023, and September 11, 2023, through the GJSpeaks.org platform. Note that the GJ Speaks online hearing reported incorrect numbers on the respective acreages for the private

properties receiving a C-2 zoning since an earlier iteration of the annexation map reported 10.76 acres of public right-of-way, instead of 11.56 acres. The annexation map, legal descriptions, draft ordinance, as well as these figures, have since been revised and are reflected in this staff report.

A neighborhood meeting was held in person on June 20, 2023, with the impacted property owners. City representatives from Community Development, Public Works, and Grand Junction Fire Department were present, as well as eight property owners. Staff provided information about the two annexations, discussed the proposed zoning of C-2 and R-8, impacts on the properties, an overview of city services property owners can expect, as well as the hearing schedule. Questions from property owners included annexation impacts on existing uses, taxes and requirements for annexations. Prior to this, property owners within the enclaved area received a letter in 2018 notifying them that their property had been enclaved following the 2018 Tallman Annexation explaining the timeline for annexation of their properties. In 2023, property owners received a letter for the neighborhood meeting and a second letter detailing the annexation and zoning scheduled for the enclaved area.

## **ANALYSIS**

### **Annexation Analysis**

The proposed annexation is an enclave completely surrounded by existing City limits since October 22, 2017. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. Staff has found, based on knowledge of applicable state law, including the Municipal Annexation Act, that the enclaved area is eligible to be annexed.

### **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 City is exercising its rights under state annexation laws to annex these properties after they have been enclaved by the city for more than three years and seeks to zone them in conformance with existing land use conditions and in conformance with the 2020 One Grand Junction Comprehensive Plan. The proposed zone district of C-2 and R-8 are compatible with the Comprehensive Plan Land Use Map designations of Commercial and Residential Medium (5.5 to 12 du/ac), respectively. Since these properties are currently in the county, the annexation of these properties is a subsequent event that will invalidate one of these original premises, a county zoning designation. Therefore, staff has found this criterion has been met.

- (2) The character and/or condition of the area has changed such that the amendment

is consistent with the Plan; and/or

The character or condition of the area has been changing over the past 20 years or more with the annexation of surrounding properties being annexed into the city for a mixture of commercial and residential development at urban densities. This annexation area has already seen urbanization with the existing 20 commercial lots that are part of this annexation. The infill development occurring throughout the U.S. Hwy 50 commercial corridor area within Orchard Mesa is realizing much of that growth. There has been a substantial amount of development activity around the annexation area over the last six years. Recent development activity includes four annexations (ANX-2017-451, ANX-2019-384, ANX-2021-153, ANX-2022-503) of areas totaling 19.62 acres, a medium density residential development of 55 homes on 12.86 acres (SUB-2022-161, SUB-2022-334), a townhome subdivision of 31 units (SUB-2023-133), two lot splits and a rezone (SSU-2021-155, SUB-2023-156, RZN-2022-110), as well as several retail and commercial developments (COU-2023-139, SPN-2018-655, SPN-2023-163, SPN-2021-180) in the immediate area. Additionally, the 2020 Comprehensive Plan identifies the properties located at 2736 1/2 B 1/4 Rd and 2735 U.S. Hwy 50 for future commercial land uses, a major change from the existing single-family detached development found in the County zoning of RSF-3 and the current use of the property. Therefore, 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 the annexation area. These services are sufficient to serve land uses associated with the C-2 and R-8 zone districts. Nearby urban services include grocery and other retail goods and services available north of U.S. Hwy 50 less than 2 miles to the northeast.

Water and sewer services are available. This property is within the Ute Water District service area. The area is served by Grand Valley Power Energy. The properties are currently within the Persigo 201 Sewer Service Area and have a 24-inch water line in B 1/4 Rd right-of-way with available capacity to accommodate future development of these properties. There is an 8-inch sanitary sewer line in B 1/4 Rd, 27 1/4 Rd and U.S. Hwy 50 frontage Rd adjacent to the annexation area. This enclave area is in the Grand Junction Rural Fire Protection District which is served by the Grand Junction Fire Department through a contract with the district. Staff has found the public and community facilities are adequate to serve the type and scope of urban land uses that exist. 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

All but one of the subject properties included in the annexation are designated on the Comprehensive Plan Land Use Map as Commercial. The one subject property located at 2736 B 1/4 Rd has a designation of Residential Medium. The surrounding areas have

land use designations of Commercial, Residential Medium and Parks and Open Space. The direct zoning surrounding the annexation area is a combination of City C-2, PD and R-8. The vicinity contains R-8, R-4, and C-1 zone districts. As such, there is not a deficit of zone districts that are also able to implement the Residential and Commercial land use designations. 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.

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 zone district of C-2 will provide an opportunity for industrial and commercial businesses consistent with the Comprehensive Plan to meet the needs of the growing community. The zone district of R-8 will provide an opportunity for additional medium density residential development consistent with the Comprehensive Plan. These principles are supported and encouraged by the Comprehensive Plan and furthers the plan's goal of fostering a vibrant, diverse, and resilient economy identified in Plan Principle 2: Resilient and Diverse Economy, found in Chapter 2 of the 2020 One Grand Junction Comprehensive Plan, and the goal for density/intensity identified in Plan Principle 3.d. Therefore, Staff finds that this criterion has been met. Therefore, Staff finds that this criterion has been met.

### **Consistency with Comprehensive Plan**

The zoning requests of C-2 and R-8 are consistent with the Land Use Plan Map found in Chapter 3 of the Comprehensive Plan.

Chapter 3: Intensification and Tiered Growth Plan. Subject property is located within Tier1 where the focus is on intensifying residential and commercial areas through infill and redevelopment. Development in this Tier 1, does not generally require the expansion of services or extension of infrastructure. Tier 1 includes portions of Orchard Mesa particularly along the commercial corridor offering the most significant opportunities for Tier 1 infill development and growth.

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

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 other zone districts that implement the Commercial Land Use and Residential Medium Land Use categories of the Comprehensive Plan could be considered, the C-2 zone district for properties located at 232 27 ¼ Rd through 241 27 ¼ Rd, 2739 Hwy 50, 2735 Hwy 50, and 2736 ½ B ¼ Rd, and the R-8 zone district for the property located at 2736 B ¼ Rd are consistent with the recommendation of the Comprehensive Plan. The properties located

at 232 27 ¼ Rd through 241 27 ¼ Rd, 2739 Hwy 50, 2735 Hwy 50, and 2736 ½ B ¼ Rd are surrounded on two sides by City C-2 zoning, while the property located at 2736 B ¼ Rd has more is surrounded by City R-8 zoning on two sides.

The existing residential land uses on 2736 ½ B ¼ Rd and 2735 Hwy 50 are legally nonconforming since prior to annexation the County zoning was residential single-family. Staff spoke with the landowner at 2736 ½ B ¼ Rd about the proposed C-2 commercial zoning and the property's existing residential land use. The owner was comfortable with the proposed zoning, knowing that the existing residential use could continue as a legal nonconforming use. The landowner for 2735 U.S. Hwy 50 was not present at the Neighborhood Meeting but did receive notice of the meeting time and date.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Tallman Enclave Zone of Annexation, ANX-2023-263 request for the properties located at 232 27 ¼ Rd, 235 27 ¼ Rd #D, 235 27 ¼ Rd #C, 235 27 ¼ Rd #B, 235 27 ¼ Rd #A, 237 27 ¼ Rd #I, 237 27 ¼ Rd #II, 237 27 ¼ Rd #III, 237 27 ¼ Rd #IV, 239 27 ¼ Rd #1, 239 27 ¼ Rd #2, 239 27 ¼ Rd #3, 239 27 ¼ Rd #4, 239 27 ¼ Rd #5, 240 27 ¼ Rd, 241 27 ¼ Rd #1, 241 27 ¼ Rd #2, 241 27 ¼ Rd #3, 241 27 ¼ Rd #4, and 2739 U.S. Hwy 50 from County C-2 (General Commercial District) to City C-2 (General Commercial), and for properties located at 2736 ½ B ¼ Rd and 2735 Hwy 50 from County RSF-4 (Residential Single Family – four dwelling units per acre) to City C-2, and for the property located at 2736 B ¼ Rd from County RSF-4 to City 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, Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

This area is already developed. City services are supported by a combination of property taxes and sales/use taxes. The revenue generated from City property taxes at 8 mills is currently \$15,277. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential uses.

**Utilities** - Water and sewer services are available to this property. This property is within the Ute Water District service area. The property is currently within the Persigo 201 Sewer Service Area and sewer service is already available on 27 ¼ Road, Frontage Rd, and B ¼ Rd. No annexation impacts on sewer service.

**Fire Department** - This enclave area is in the Grand Junction Rural Fire Protection District (GJRFD), which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 9.6560 mill levy that generates property tax revenue of \$18,440 per year based on an assessed value of \$1,909,650



for the parcels in the enclave. If annexed, the property will be excluded from the GJRFD. No changes in fire protection and emergency medical response are expected due to this enclave annexation. Primary response is from Fire Station 4 at 2884 B 1/2 Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 4 has the capacity to handle calls for service resulting from this annexation.

**Police Department** - Based on the proposed annexations here, the expected impact on the need for additional officers is zero to maintain our current ratio of .0021 officers (authorized)/city resident (67,000 residents) per resident of Grand Junction. The annexation will have an impact on calls for service, but it is expected the impact will be minimal based upon only one single residential property and some potential crime related calls for service of burglaries, thefts and frauds on the commercial properties. However, considering expected population increases from other residential projects this year that increased the needed for additional officers, those increases should balance with any needs to the Department from this project.

**Public Works** - The annexation takes in 700 feet of Hwy 50 Frontage Road that is maintained by CDOT. The annexation also takes in 500 feet of local road, 27 1/4 Road with a pavement condition index (PCI) of less than 40. There is no curb and gutter and no storm drain facilities other than a few culverts. There are also no street lights. Street sweeping and minimal storm drain maintenance in the borrow ditch is estimated at \$200 per year. An overlay/minor street reconstruction of the 19,670 square feet of pavement surface on 27 1/4 Rd is anticipated within 5 years and is estimated at \$88,000.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5177, an ordinance annexing territory to the City of Grand Junction, Colorado, the Tallman Enclave Annexation, approximately 23.35 acres, located in the Orchard Mesa Commercial Park Subdivision (Book 11, Page 319) Including 2735 Through 2739 Highway 50 And 2726 1/2 Through 2736 B 1/4 Rd, on final passage and order final publication in pamphlet form.

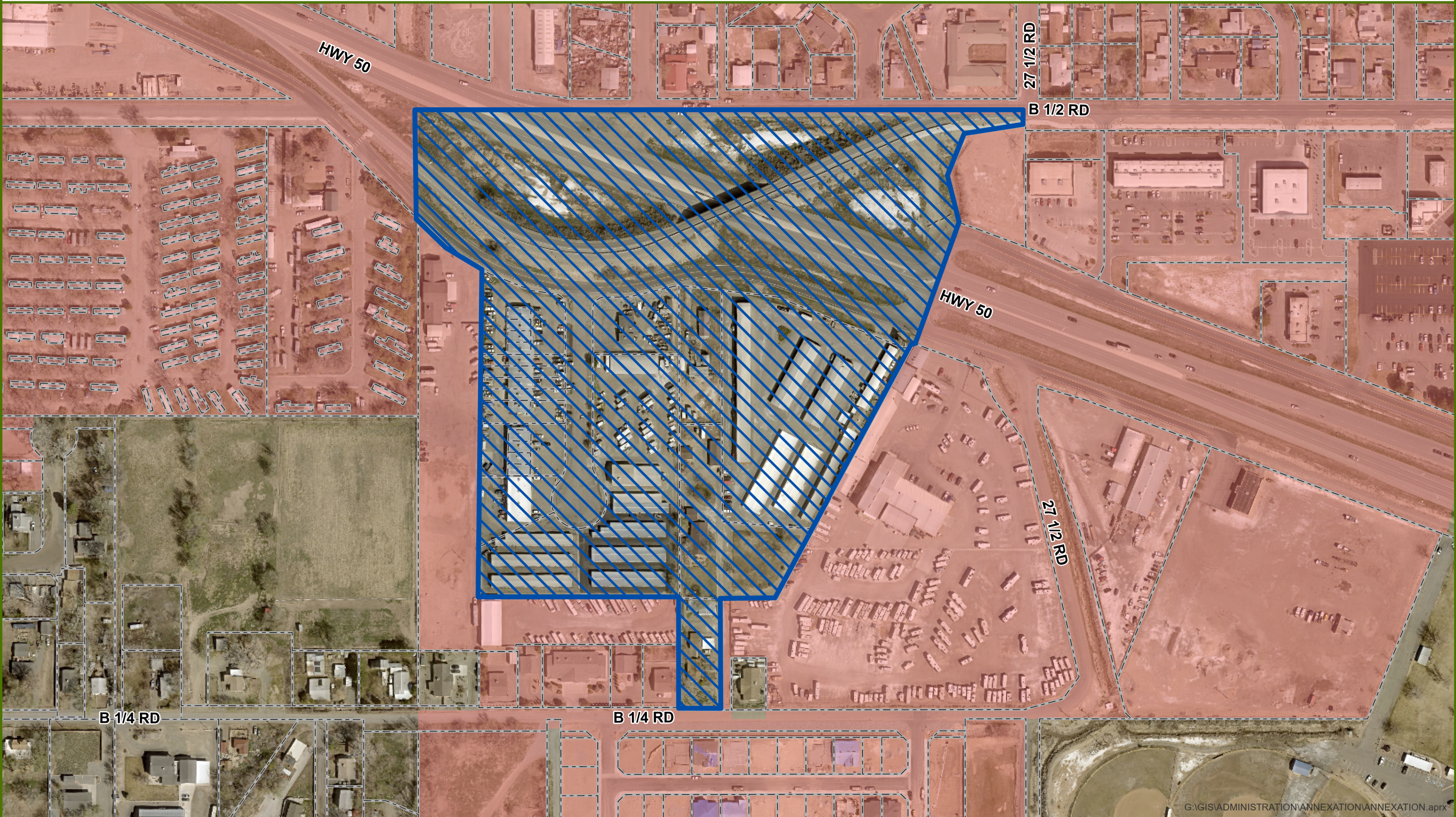
I move to (adopt/deny) Ordinance No. 5178, an ordinance zoning 9.26 acres of the Tallman Enclave Annexation to C-2 (General Commercial) zone district from Mesa County C-2 (General Commercial District), and zoning 2.02 acres of the Tallman Enclave Annexation to C-2 zone district from Mesa County RSF-4 (Residential Single Family - 4 dwelling units per acre), and zoning 0.51 acres of the Tallman Enclave Annexation to R-8 (Residential 8 du/ac) from Mesa County RSF-4 on final passage and order final publication in pamphlet form.

**Attachments**

- 1. Maps and Street Photos
- 2. Neighborhood Meeting Documentation
- 3. TALLMAN-ENCLAVE-ANNEXATION MAP

4. Annexation Schedule Table - Tallman Enclave Annexation
5. Enclave Annexation Property Data
6. General Project Report - Tallman Enclave
7. Acreage Breakdown Revised
8. Tallman Enclave Annexation Ordinance
9. ORD-Zoning Tallman Enclave Annexation

# TALLMAN ENCLAVE ANNEXATION



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0 0.05 0.1 Miles

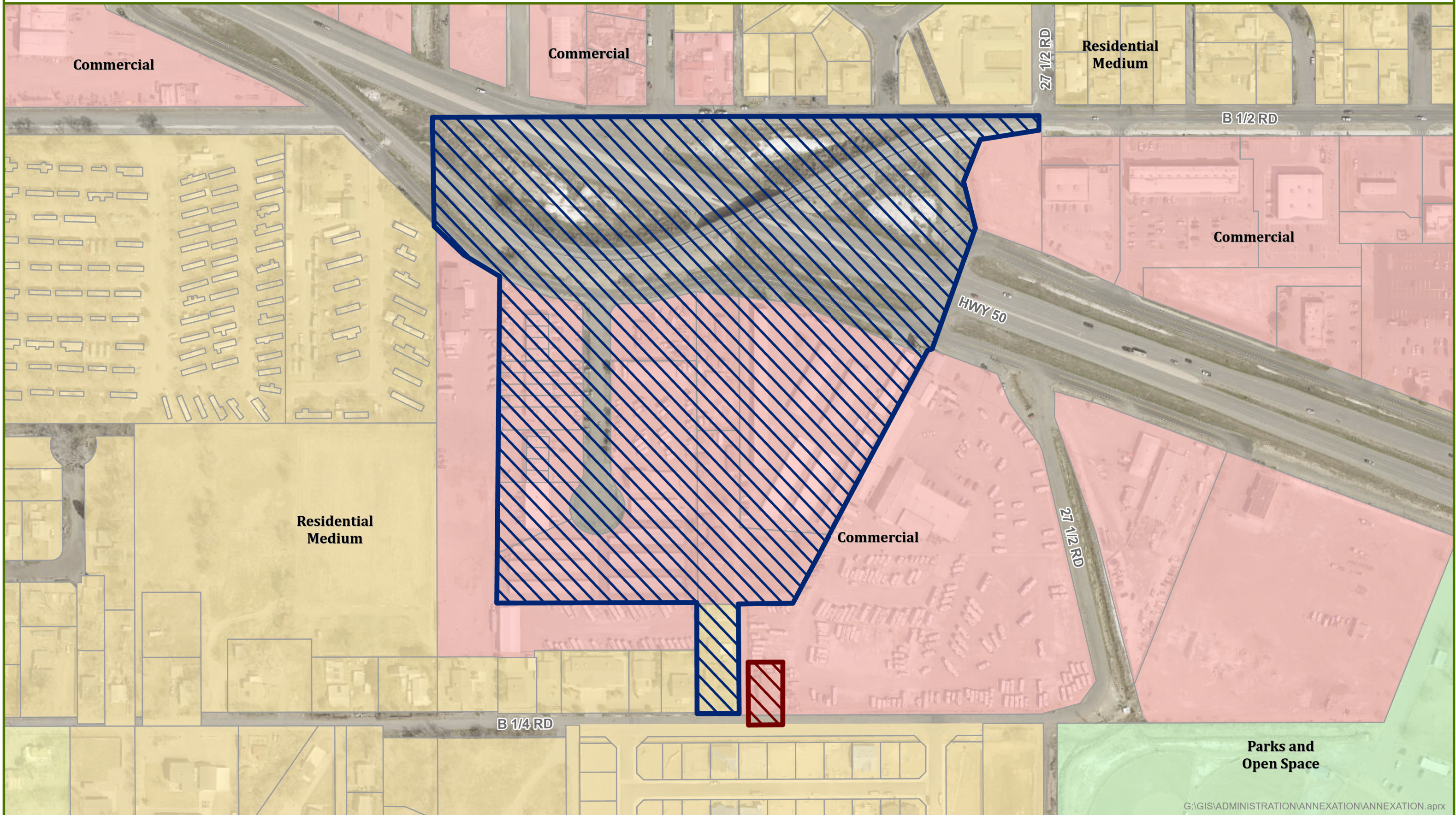
 Tallman Enclave Annexation

 City Limits



Date Created: 5/24/2023

# COMPREHENSIVE PLAN FUTURE LAND USE



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0 0.05 0.1 Miles



Adams Enclave Annexation



Tallman Enclave Annexation

Date Created: 5/24/2023





View of annexation area southeast of US-50 frontage road.

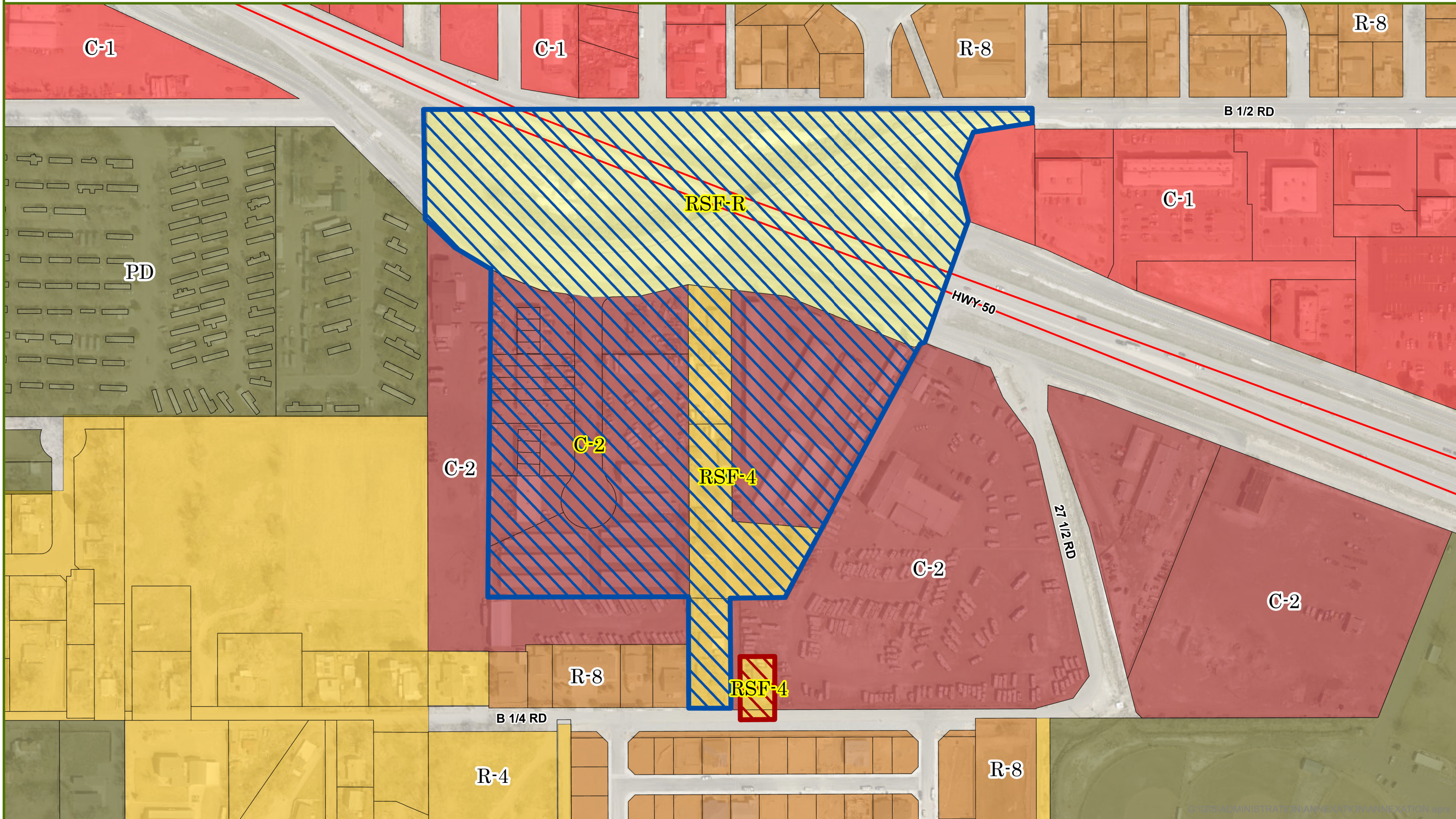


View of annexation area southwest of US-50 frontage road.



View of annexation area north of B 1/4 Rd.

# Existing County and City Zoning



0 0.05 0.1 Miles

 Adams Enclave Annexation

 Tallman Enclave Annexation

Date Created: 5/24/2023



ACE AUTOMOTIVE OF GRAND  
JUNCTION LLC  
241 27 1/4 RD STE 3 & 4  
GRAND JUNCTION CO 81503

CRABTREE RICHARD CALVIN JR  
2738 B 1/4 RD  
GRAND JUNCTION CO 81503

GARCIA ANTHONY D  
GARCIA KARLENE  
10339 W HINSDALE CT  
BOISE ID 83704

GERHART SCOTT WAYNE  
2735 HIGHWAY 50  
GRAND JUNCTION CO 81503

HWY 50 SELF STORAGE LLC  
HWY 50 SELF STORAGE PARKING LLC  
9515 HILLWOOD DR  
LAS VEGAS NV 89134

JMS PROPERTIES LLC  
580 GREENFIELD CIR W  
GRAND JUNCTION CO 81504

JOYCE LUSTER LLC  
2730 B 1/2 RD UNIT B  
GRAND JUNCTION CO 81503

MCLAUGHLIN STEPHEN R  
2736 1/2 B 1/4 RD  
GRAND JUNCTION CO 81503

STODDART KEITH D  
2736 B 1/4 RD  
GRAND JUNCTION CO 81503

SURGES ALAN DONALD  
9055 E CONQUISTADORES DR  
SCOTTSDALE AZ 85255

SURGES ANN  
THOMPSON LORI ANN  
4195 HIGHWAY 50  
WHITEWATER CO 81527

THOMPSON ZANE F  
THOMPSON LORI  
545 RED TAIL CT  
WHITEWATER CO 81527

TOP TIER PROPERTIES LLC  
1902 O RD  
FRUITA CO 81521

WALKER DEJOHN  
WALKER AMY M  
2829 NORTH AVE STE 109  
GRAND JUNCTION CO 81501



OCCUPANT  
241 27 1/4 RD #2  
GRAND JUNCTION CO 81503

OCCUPANT  
239 27 1/4 RD #2  
GRAND JUNCTION CO 81503

OCCUPANT  
239 27 1/4 RD #5  
GRAND JUNCTION CO 81503

OCCUPANT  
237 27 1/4 RD #IV  
GRAND JUNCTION CO 81503

OCCUPANT  
237 27 1/4 RD #III  
GRAND JUNCTION CO 81503

OCCUPANT  
239 27 1/4 RD #1  
GRAND JUNCTION CO 81503

OCCUPANT  
2739 HIGHWAY 50  
GRAND JUNCTION CO 81503

OCCUPANT  
232 27 1/4 RD  
GRAND JUNCTION CO 81503

OCCUPANT  
235 27 1/4 RD  
GRAND JUNCTION CO 81503

OCCUPANT  
241 27 1/4 RD STE 4  
GRAND JUNCTION CO 81503

## Neighborhood Meeting Notes

**Tallman Enclave and Adams Enclave Neighborhood Meeting** – held Tuesday, June 20, 2023 @ 5:30 PM

In attendance were city staff members:

David Thornton, Principal Planner  
Dani Acosta, Senior Planner  
Tim Lehrbach, Senior Planner  
Trent Prall, Public Works Director  
Gus Hendricks, Deputy Fire Chief

and 8 property owners representing eight of the twenty-three properties included in the proposed enclave annexations.

Attendees included:

Steve McLaughlin  
Rhonda Mock  
Zane Thompson  
Lori Thompson  
Kevin Green  
Noma  
Jeff  
Joyce Luster

Staff provided information about the two annexations, discussed the proposed zoning of C-2 and R-8 and how they will affect existing land uses, and talked about some of the city services they can expect following annexation including Spring Clean-up, Fall leaf pick-up, street maintenance and streetlights.

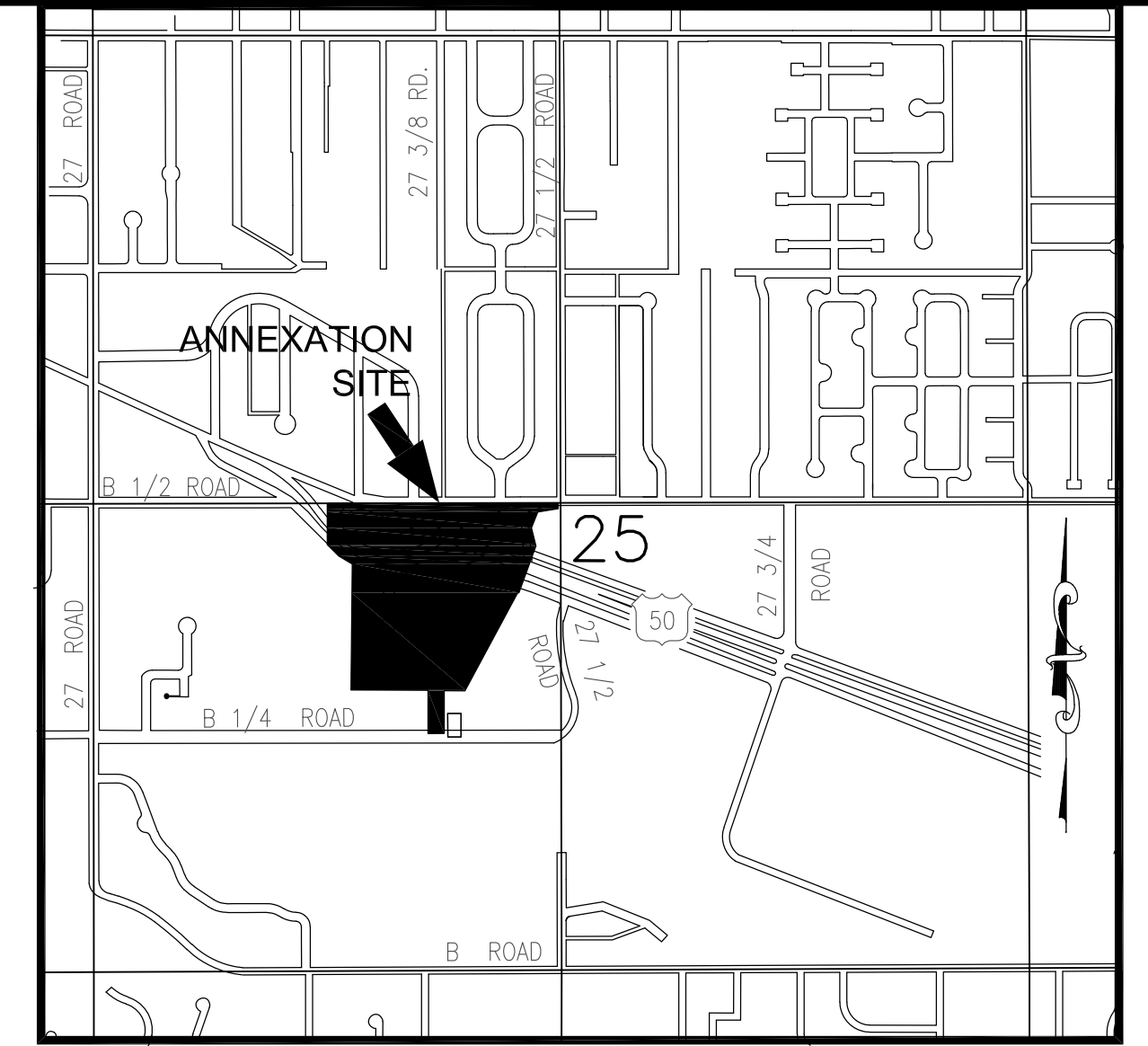
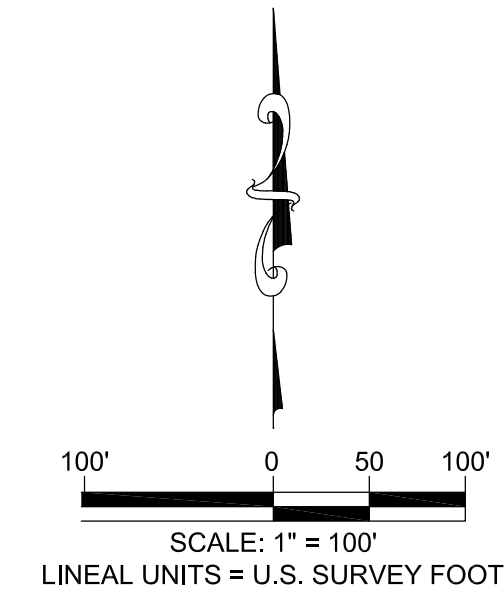
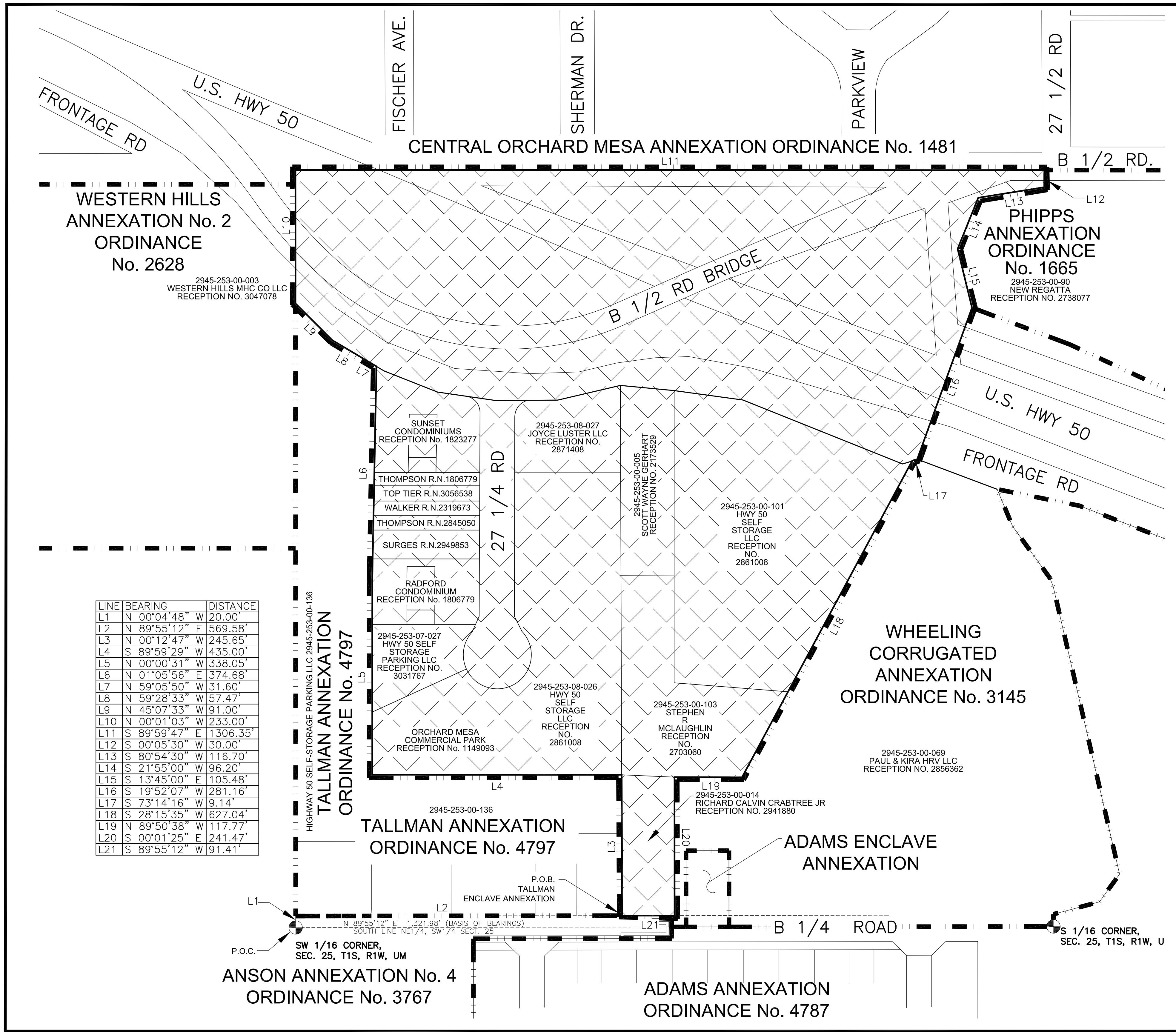
The property owners will be notified when the Public Hearings are scheduled. A notice will be sent to each of them regarding the hearing dates with Planning Commission and City Council.

Questions from property owners included:

- Annexation impacts on existing uses
- Annexation impacts on taxes
- Annexation and public hearing timelines
- Attendance requirements for public hearings

# TALLMAN ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP NOT TO SCALE

**LEGAL DESCRIPTION**  
 A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:  
 Commencing at the Southwest 1/16 Corner of said Section 25 when the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;  
 Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of TALLMAN ANNEXATION, ORDINANCE No. 4797;  
 Thence N89°55'12"E along the southerly line of said annexation, a distance of 569.58 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;  
 Thence along the easterly line of the aforementioned TALLMAN ANNEXATION, the following seven (7) courses: N00°12'47"W a distance of 245.65 feet; S89°59'29"W a distance of 435.00 feet; N00°00'31"W a distance of 338.05 feet; N01°05'56"E a distance of 374.68 feet; N59°05'50"W a distance of 31.60 feet; N59°28'33"W a distance of 57.47 feet;  
 N45°07'33"W a distance of 91.00 feet to a point on the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet; S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road; Thence S89°55'12"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;  
 Said Parcel of land CONTAINING 1,017,303 Square Feet or 23.35 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	4,829 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	4,829 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	1,017,303 FT <sup>2</sup>	EXISTING CITY LIMITS	
AREA IN ACRES	23.35		
AREA WITHIN R.O.W.	468,556 FT <sup>2</sup>		
	10.76 ACRES		
AREA WITHIN DEEDED R.O.W.	0 FT <sup>2</sup>		
	0.0 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	AP	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. PRELIMINARY**      **EFFECTIVE DATE PRELIMINARY**

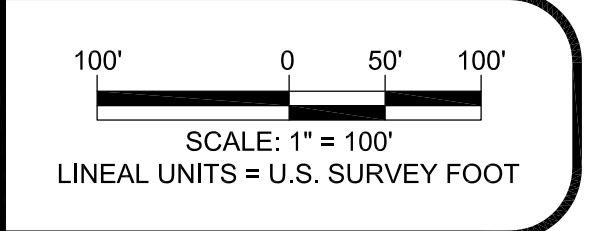
**NOTE:**  
 THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

**PRELIMINARY**  
 JODIE L GREIN      DATE  
 STATE OF COLORADO - P.L.S. NO. 38075  
 FOR ROLLAND CONSULTING ENGINEERS  
 405 RIDGES BLVD. - SUITE A  
 GRAND JUNCTION, CO. 81507

C:\Projects\C3407 TALLMAN ENCLAVE ANNEXATION\C3407-TALLMAN-ENCLAVE-ANNEXATION.dwg - PLOTTED 2023-05-09

**NOTICE:**  
 ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: JAM      DATE: 5/9/2023  
 DESIGNED BY: JLG      DATE: 5/9/2023  
 CHECKED BY: JLG      DATE: 5/9/2023



**PUBLIC WORKS ENGINEERING DIVISION**

**TALLMAN ENCLAVE ANNEXATION**  
 Located in the NE1/4, SW1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

## TALLMAN ENCLAVE ANNEXATION SCHEDULE

<b>August 16, 2023</b>	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
<b>Sept. 12, 2023</b>	Planning Commission considers Zone of Annexation
<b>Sept. 20, 2023</b>	Introduction of Ordinance on Annexation and Zoning by City Council
<b>October 4, 2023</b>	Public Hearing on Annexation and Zoning by City Council
<b>November 5, 2023</b>	Effective date of Annexation and Zoning

### ANNEXATION SUMMARY

<b>File Number:</b>	ANX-2023-263	
<b>Location:</b>	22 1/4 Road, B 1/4 Road & Hwy 50 (frontage Rd)	
<b>Tax ID Numbers:</b>	See list	
<b># of Parcels:</b>	23	
<b>Existing Population:</b>	7	
<b># of Parcels (owner occupied):</b>	3	
<b># of Dwelling Units:</b>	3	
<b>Acres land annexed:</b>	23.35	
<b>Developable Acres Remaining:</b>	1	
<b>Right-of-way in Annexation:</b>	10.76 acres (27 1/4 Road, B 1/4 Road), B 1/2 Rd, Hwy 50)	
<b>Previous County Zoning:</b>	C-2 and RSF-4	
<b>Proposed City Zoning:</b>	C-2 and R-8	
<b>Current Land Use:</b>	Commercial	
<b>Comprehensive Plan Land Use:</b>	Commercial	
<b>Values:</b>	<b>Assessed:</b>	\$1,909,650
	<b>Actual:</b>	\$6,042,940
<b>Address Ranges:</b>	232 - 241 27 1/4 Rd, 2735 Hwy 50, 2736 & 2736 1/2 B 1/4 Rd	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	GJ Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation
	<b>School:</b>	District 51
	<b>Pest:</b>	Grand River Mosquito Control District
	<b>Other:</b>	Colorado River Water Conservancy

Annexation	Property Address	Acreage	Tax ID	Current Zoning	Comprehensive Plan Future Land Use	Proposed Zoning	Current Use	Existing Conditions / Notes
	241 27 1/4 RD #1	0.028696	2945-253-07-040	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Unknown buiness
	241 27 1/4 RD #2	0.028696	2945-253-07-041	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Unknown
	241 27 1/4 RD #3	0.028696	2945-253-07-042	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Ace Automotive
	241 27 1/4 RD #4	0.028696	2945-253-07-043	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Unknown
	239 27 1/4 RD #5	0.104795	2945-253-07-035	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Vacant - For Rent
	239 27 1/4 RD #4	0.105071	2945-253-07-034	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Vacant - For Rent
	239 27 1/4 RD #3	0.105344	2945-253-07-029	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Here or There Automotive
	239 27 1/4 RD #2	0.105619	2945-253-07-032	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Unknown
	239 27 1/4 RD #1	0.212063	2945-253-07-033	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	J & M Auto Body
	237 27 1/4 RD #IV	0.027146	2945-253-07-039	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Unknown
Tallman Enclave	237 27 1/4 RD #III	0.027896	2945-253-07-038	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Bledon Bros Carpentry

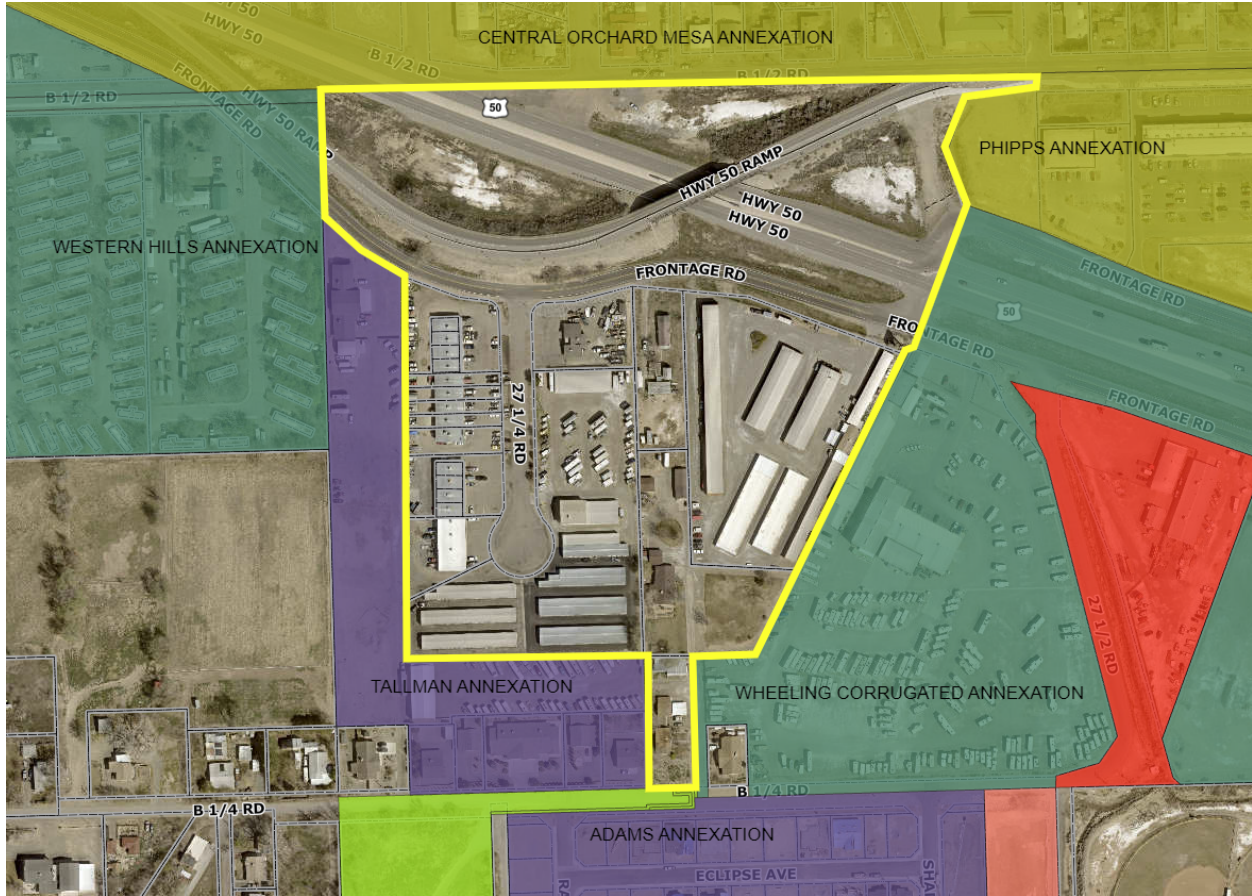
Annexation

237 27 1/4 RD #II	0.027901	2945-253-07-037	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	US Glass
237 27 1/4 RD #I	0.028918	2945-253-07-036	County C-2	Commercial	City C-2 (General Commercial)	Heavy Commercial/Contractor Shop	Xtract Environmental Services
235 27 1/4 RD #A	0.43413	2945-253-07-027	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	Unknown
235 27 1/4 RD #B	0.43413	2945-253-07-027	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	For Rent
235 27 1/4 RD #C	0.43413	2945-253-07-027	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	Out There Vans
235 27 1/4 RD #D	0.43413	2945-253-07-027	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	For Rent
232 27 1/4 RD	3.084679	2945-253-08-026	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	RV Storage/Self Storage
240 27 1/4 RD	0.566946	2945-253-08-027	County C-2	Commercial	City C-2 (General Commercial)	TBD	Office
2735 HIGHWAY 50	0.635741	2945-253-00-005	County RSF-4	Commercial	City C-2 (General Commercial)	Residential	Residence
2736 1/2 B 1/4 RD	1.400346	2945-253-00-103	County RSF-4	Commercial	City C-2 (General Commercial)	Residential	Residence
2736 B 1/4 RD	0.509049	2945-253-00-124	County RSF-4	Residential Medium	City R-8 (Residential 8 du/ac)	Residential	High Country Racing/Residence
2739 Hwy 50	3.414432	2945-253-00-101	County C-2	Commercial	City C-2 (General Commercial)	Self-Storage	Self-storage

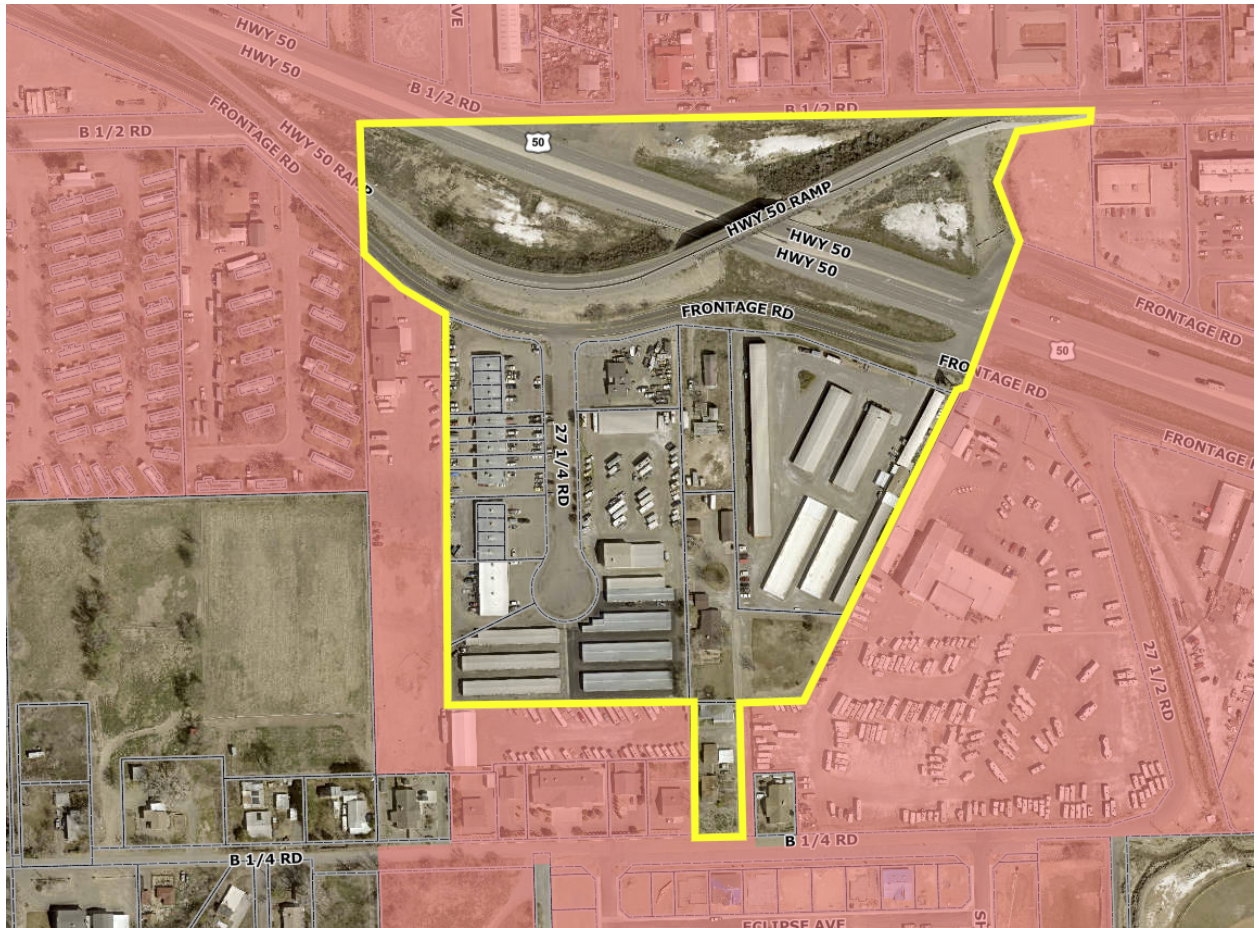
# General Project Report

## Tallman Enclave Annexation

In June 2018 the Tallman Annexation completed the 100% of surrounding the area proposed as the Adams Enclave by city limits. Five years have past and as required under the 1998 Persigo Agreement, enclaves will be annexed 3 to 5 years of being completely surrounded by the City.



**Annexations surrounding the Adams Enclave Annexation Area**





<b>Table 1</b>	<b>Acres</b>
Total Annexation Area	23.35
ROW Area	11.56
Private Property Area	11.79
C-2 Properties	11.28
R-8 Property	0.51

<b>Table 2</b>	<b>Acres</b>
Total Annexation Area	23.35
ROW Area	11.56
Private Property Area	11.79
Properties Going from County C-2 to City C-2	9.26
Properties Going from County RSF-4 to City C-2	2.02
Properties Going from County RSF-4 to City R-8	0.51

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**LOCATED IN THE ORCHARD MESA COMMERCIAL PARK SUBDIVISION (BOOK  
11, PAGE 319) INCLUDING 2735 THROUGH 2739 HIGHWAY 50 AND  
2736 ½ THROUGH 2736 B ¼ ROAD  
APPROXIMATELY 23.35 ACRES**

**WHEREAS**, on the 16<sup>th</sup> day of August, 2023, the City Council of the City of Grand Junction considered a notice of Intent to annex for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing was duly held after proper notice on the 4<sup>th</sup> day of October, 2023; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Southwest 1/16 Corner of said Section 25 whence the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;

Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of TALLMAN ANNEXATION, ORDINANCE No. 4797;

Thence N89°55'12"E along the southerly line of said annexation, a distance of 569.58 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;

Thence along the easterly line of the aforementioned TALLMAN ANNEXATION, the following seven (7) courses: N00°12'47"W a distance of 245.65 feet; S89°59'29"W a distance of 435.00 feet; N00°00'31"W a distance of 338.05 feet; N01°05'56"E a distance

of 374.68 feet; N59°05'50"W a distance of 31.60 feet; N59°28'33"W a distance of 57.47 feet;

N45°07'33"W a distance of 91.00 feet to a point on the easterly line of WESTERN HILLS ANNEXATION No.2, ORDINANCE 2628; Thence N00°01'03"W a distance of 233.00 feet along said easterly line to a point on the southerly line of CENTRAL ORCHARD MESA ANNEXATION, ORDINANCE No. 1481; Thence S89°59'47"E along said southerly line, a distance of 1,306.35 feet to the northwesterly corner of PHIPPS ANNEXATION, ORDINANCE No. 1665; Thence along the westerly line of said annexation, the following four (4) courses: S00°05'30"W a distance of 30.00 feet; S80°54'30"W a distance of 116.70 feet; S21°55'00"W a distance of 96.20 feet; S13°45'00"E a distance of 105.48 feet to the northwesterly corner of WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145; Thence along the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet; S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road; Thence S89°55'12"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;

Said Parcel of land CONTAINING 1,017,303 Square Feet or 23.35 Acres, more or less.

And found on Exhibit A

**Shall be annexed to the City limits of Grand Junction.**

**INTRODUCED** on first reading on the 20<sup>th</sup> day of September 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_ 2023 and ordered published in pamphlet form.

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Anna M. Stout  
President of the Council

ATTEST:

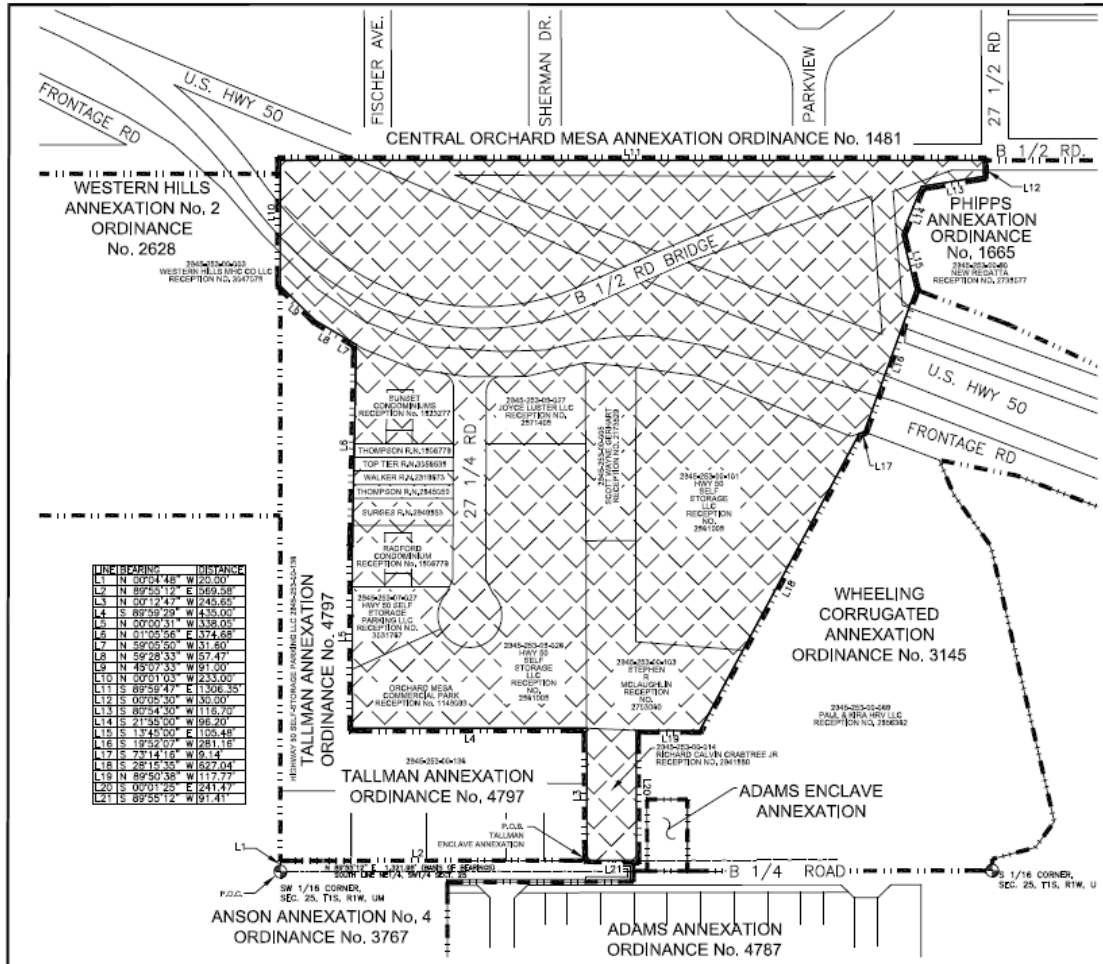
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Amy Phillips  
City Clerk

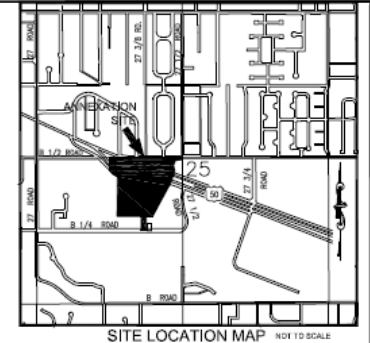
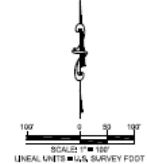
# EXHIBIT A

## TALLMAN ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



LINE	BEARING	DISTANCE
L1	N 00°01'48" W	250.00'
L2	N 89°25'12" E	569.50'
L3	N 00°17'47" W	245.60'
L4	S 89°59'29" W	435.00'
L5	N 00°00'31" W	338.00'
L6	N 81°05'50" E	374.68'
L7	N 59°05'50" W	311.60'
L8	N 59°28'33" W	57.47'
L9	N 43°01'33" W	617.00'
L10	N 00°01'03" W	233.00'
L11	S 89°58'47" E	1,306.35'
L12	S 00°05'30" W	30.00'
L13	S 89°24'50" W	116.75'
L14	S 21°36'00" W	98.20'
L15	S 13°45'00" E	150.48'
L16	S 10°05'00" W	281.18'
L17	S 73°14'18" W	0.14'
L18	S 28°14'38" W	627.04'
L19	N 89°05'38" W	117.77'
L20	S 00°01'25" E	241.47'
L21	S 89°55'12" W	191.41'



**LEGAL DESCRIPTION**

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

- Commencing at the Southwest 1/16 Corner of said Section 25 where the South 1/16 Corner of said Section 25 bears N89°39'22"W a distance of 1,321.00 feet with all other bearings relative thereto;
- Thence N89°39'22"W a distance of 25.00 feet to a station on the westerly Right-of-Way of B 1/4 Road and the westerly line of TALLMAN ANNEXATION ORDINANCE No. 4797;
- Thence N89°39'22"W along the westerly line of said annexation, a distance of 569.50 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;
- Thence along the westerly line of the aforementioned TALLMAN ANNEXATION, the following series of courses: N89°12'27"W a distance of 256.60 feet, S89°59'29"W a distance of 435.00 feet, N89°39'22"W a distance of 331.50 feet, N31°59'51"E a distance of 374.68 feet, N89°39'22"W a distance of 31.41 feet, N89°39'22"W a distance of 374.67 feet, S89°59'29"W a distance of 116.75 feet to a point on the westerly line of WHEELER CORRUGATED ANNEXATION ORDINANCE No. 3145, thence along the westerly line of said annexation, the following series of courses: S89°59'29"W a distance of 35.33 feet, S89°59'29"W a distance of 116.73 feet, S89°39'22"W a distance of 98.20 feet, S13°45'00"E a distance of 150.48 feet to the easterly corner of WHEELER CORRUGATED ANNEXATION ORDINANCE No. 3145, thence along the easterly line of said annexation, the following series of courses: S13°45'00"E a distance of 150.48 feet, S89°59'29"W a distance of 116.75 feet, S89°39'22"W a distance of 98.20 feet, S21°36'00"W a distance of 98.20 feet to a point on the westerly Right-of-Way of B 1/4 Road, thence S89°39'22"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;
- Be it found that said CORNERING 1,317.35 Square Feet or 29.33 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	4,629 FT.	ANNEXATION BOUNDARY	(Symbol)
CONTIGUOUS PERIMETER	4,829 FT.	ANNEXATION AREA	(Symbol)
AREA IN SQUARE FEET	1,217,263 FT <sup>2</sup>	EXISTING CITY LINES	(Symbol)
AREA IN ACRES	27.30		
AREA WITHIN P.L.S.V.	488,008 FT <sup>2</sup>		
	16.76 ACRES		
AREA WITHIN DEEDED P.L.S.V.	0 FT <sup>2</sup>		
	0 ACRES		

SURVEY ABBREVIATIONS	SYMBOL	SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	◻	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	◻	RADIUS
P.L.V.	POINT OF VIEW	◻	ARC LENGTH
SEC.	SECTION	◻	CHORD LENGTH
TWP.	TOWNSHIP	◻	CHORD BEARING
RANGE	RANGE	◻	BLK. BLOCK
UTM	UTE MERIDIAN	◻	PLAT BOOK
NO.	NUMBER	◻	BLK. BOOK
REC.	RECEPTION	◻	PAGE
		◻	HGR. DIST., HORIZONTAL DISTANCE

**ORDINANCE NO. PRELIMINARY**

**EFFECTIVE DATE PRELIMINARY**

**PRELIMINARY**

JODIE L. GREEN DATE: 08/11/2023  
 STATE OF COLORADO P.L.S. NO. 38075  
 FOR REAL AND CONJUNCTIVE ENGINEERS  
 405 REGIS BLVD., SUITE A  
 GRAND JUNCTION, CO. 81507

**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: JAM DATE: 08/11/2023  
 DESIGNED BY: J.L.G. DATE: 08/11/2023  
 CHECKED BY: J.L.G. DATE: 08/11/2023



**PUBLIC WORKS ENGINEERING DIVISION**

**TALLMAN ENCLAVE ANNEXATION**  
 Located in the NE1/4, SW1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

CITY OF GRAND JUNCTION, COLORADO

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

**AN ORDINANCE ZONING TALLMAN ENCLAVE ANNEXATION  
TO C-2 (GENERAL COMMERCIAL) ZONE DISTRICT  
AND R-8 (RESIDENTIAL 8 DU/AC) ZONE DISTRICT**

**LOCATED IN THE ORCHARD MESA COMMERCIAL PARK SUBDIVISION (BOOK 11,  
PAGE 319) INCLUDING 2735 THROUGH 2739 HIGHWAY 50 AND  
2736 ½ THROUGH 2736 B ¼ ROAD**

Recitals:

The enclave annexation is referred to as the “Tallman Enclave Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the properties comprising the Tallman Enclave Annexation which consists of approximately 22.84 acres located at 232 27¼ Rd through 241 27¼ Rd, and 2739 Highway 50 from County C-2 (General Commercial District) to City C-2 (General Commercial), and 2736½ B¼ Rd and 2735 Highway 50 from County RSF-4 (Residential Single-Family – 4 District) to City C-2 (General Commercial), and zoning the property consisting of 0.51 acres located at 2736 B¼ Rd from County RSF-4 (Residential Single-Family – 4 District) to City R-8 (Residential 8 du/ac) finding that the C-2 zone district conforms with the designation of *Commercial* and that the R-8 zone district conforms with the designation of *Residential Medium* as shown on the Land Use Map of the Comprehensive Plan, and each designated zone conforms 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 C-2 (General Commercial) and the R-8 (Residential 8 du/ac) zone districts, are 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:**

The foregoing Recitals are incorporated as substantive terms and findings in support for the ZONING FOR THE TALLMAN ENCLAVE ANNEXATION as provided herein:

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado is hereby zoned C-2 as follows:

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Southwest 1/16 Corner of said Section 25 whence the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;

Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of TALLMAN ANNEXATION, ORDINANCE No. 4797;

Thence N89°55'12"E along the southerly line of said annexation, a distance of 569.58 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;

Thence along the easterly line of the aforementioned TALLMAN ANNEXATION, the following seven (7) courses: N00°12'47"W a distance of 245.65 feet; S89°59'29"W a distance of 435.00 feet; N00°00'31"W a distance of 338.05 feet; N01°05'56"E a distance of 374.68 feet;

N59°05'50"W a distance of 31.60 feet; N59°28'33"W a distance of 57.47 feet;

N45°07'33"W a distance of 91.00 feet to a point on the easterly line of WESTERN HILLS ANNEXATION No.2, ORDINANCE 2628; Thence N00°01'03"W a distance of 233.00 feet

along said easterly line to a point on the southerly line of CENTRAL ORCHARD MESA ANNEXATION, ORDINANCE No. 1481; Thence S89°59'47"E along said southerly line, a distance of 1,306.35 feet to the northwesterly corner of PHIPPS ANNEXATION, ORDINANCE No. 1665; Thence along the westerly line of said annexation, the following four (4) courses:

S00°05'30"W a distance of 30.00 feet;

S80°54'30"W a distance of 116.70 feet; S21°55'00"W a distance of 96.20 feet; S13°45'00"E a distance of 105.48 feet to the northwesterly corner of WHEELING CORRUGATED

ANNEXATION, ORDINANCE No. 3145; Thence along the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet;

S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road;

Thence S89°55'12"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;

Excluding the following parcel as described: COMM SW COR NE4SW4 SEC 25 1S 1W N 89DEG55'45SEC E 132.00FT N 00DEG00'30SEC W 20.00FT N 89DEG55'45SEC E 437.56FT N 00DEG01'18SEC W 244.00FT N 89DEG59'59SEC E 91.41FT S 00DEG01'18SEC E 244.00FT S 89DEG55'45SEC W 91.41FT AKA PARCEL TWO TALLMAN BDY LI ADJ DEP NO 3726-06 MESA CO SURV

Said Parcel of land CONTAINING 995,087 Square Feet or 22.84 Acres, more or less.

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado is hereby zoned R-8 as follows:

COMM SW COR NE4SW4 SEC 25 1S 1W N 89DEG55'45SEC E 132.00FT N 00DEG00'30SEC W 20.00FT N 89DEG55'45SEC E 437.56FT N 00DEG01'18SEC W 244.00FT N 89DEG59'59SEC E 91.41FT S 00DEG01'18SEC E 244.00FT S 89DEG55'45SEC

W 91.41FT AKA PARCEL TWO TALLMAN BDY LI ADJ DEP NO 3726-06 MESA CO SURV - 0.51AC

Said Parcel of land CONTAINING 22,216 Square Feet or 0.51 Acres, more or less.

See Exhibit A.

**INTRODUCED** on first reading this 20<sup>th</sup> day of September 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2023 and ordered published in pamphlet form.

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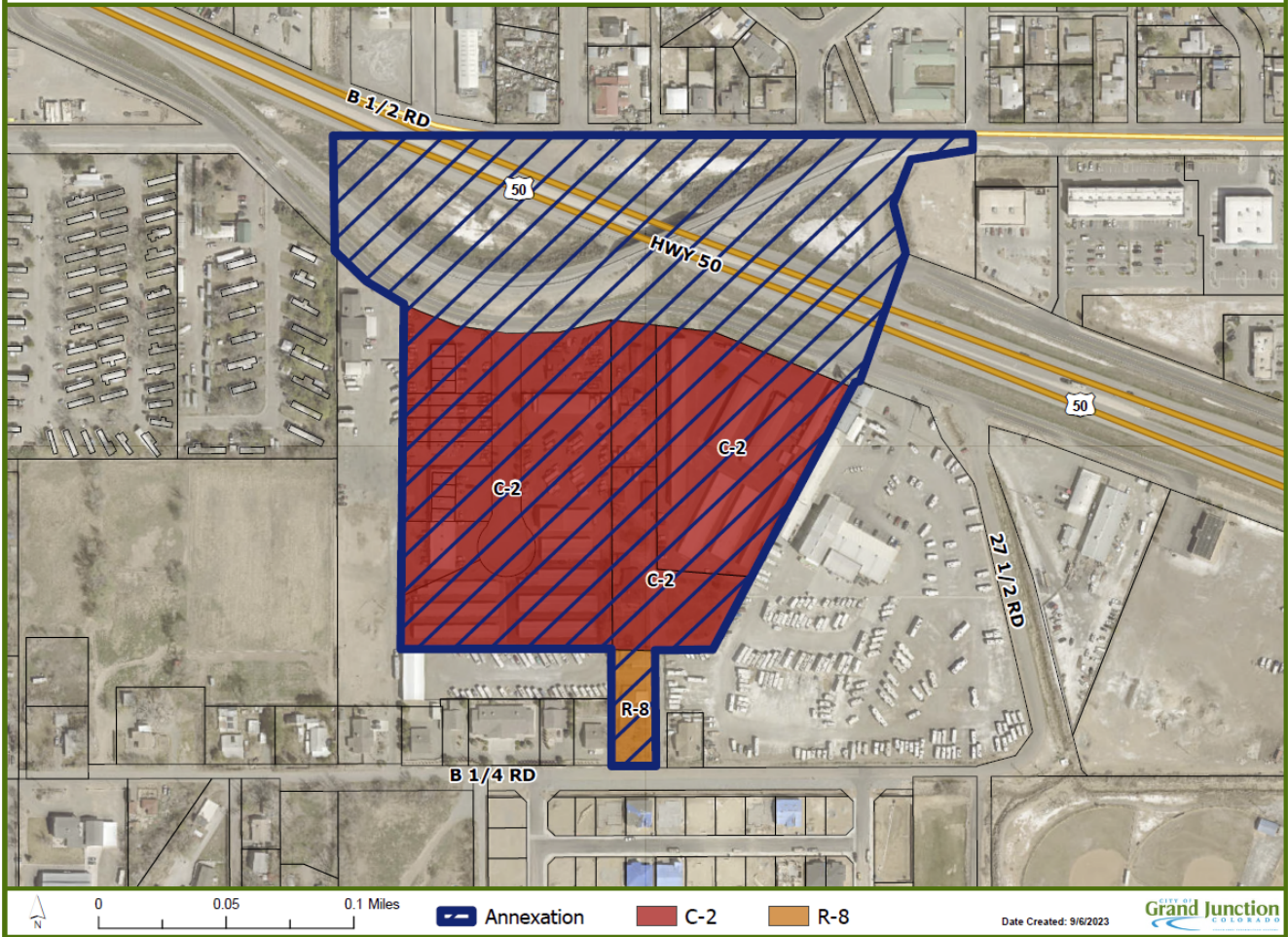
Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk

EXHIBIT A







## Grand Junction City Council

### Regular Session

Item #6.b.ii.

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**Meeting Date:** October 4, 2023  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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### Information

#### **SUBJECT:**

Ordinances Annexing and Zoning the Adams Enclave Annexation Consisting of 0.23 Acres Located at 2738 B 1/4 Road and Zoning to City C-2 (General Commercial)

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance annexing the Adams Enclave Annexation, and the Planning Commission heard the zoning request at its September 12, 2023 meeting and voted (7-0) to recommend approval.

#### **EXECUTIVE SUMMARY:**

A request to annex 0.23 acres of enclaved property, located at 2738 B ¼ Road. The Adams Enclave consists of one parcel with an existing residence, along with 0.03 acres of the B ¼ Road public right-of-way. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas at five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Adams Enclave has been enclaved since March 25, 2018. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years.

This is also a request to zone the 0.23-acre Adams Enclave Annexation to a C-2 (General Commercial) zone district. The C-2 zoning implements the City's 2020 One Grand Junction Comprehensive Plan Land Use Map that designates this area as Commercial.

The request for annexation is being considered concurrently by City Council with the zone of annexation request. Both are included in this staff report.

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

The proposed Adams Enclave Annexation includes one property located at 2738 B ¼ Road and is eligible to be annexed. The enclave area consists of 0.23 acres and includes a small portion of the B ¼ Road right-of-way in the annexation. The one parcel is developed with a single-family residential home. The C-2 Commercial zoning implements the City’s 2020 One Grand Junction Comprehensive Plan Land Use Map that designates the property as Commercial and part of the US Hwy 50 “Commercial Corridor Area” in the Area Specific Policies of the Plan.

The property is Annexable Development. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Adams Enclave has been enclaved since March 25, 2018.

The schedule for the annexation and zoning is as follows:

- Notice of Intent to Annex (30 Day Notice), Exercising Land Use – August 16, 2023
- Planning Commission considers Zone of Annexation – September 12, 2023
- Introduction of Proposed Ordinances for Annexation and Zoning by City Council – September 20, 2023
- Public Hearing on Annexation and Zoning by City Council – October 4, 2023
- Effective date of Annexation and Zoning – November 5, 2023

The request for zoning is being considered concurrently by City Council with the zone of annexation request. Both are included in this staff report.

**Enclave Annexation**

The proposed Adams Enclave Annexation consists of one parcel of land with a developed residence that is eligible to be annexed and is proposed as the Adams Enclave Annexation. The enclave area consists of 0.23 acres and includes one address, 2738 B ¼ Road. The very small portion of road right-of-way for B ¼ Road is included in the annexation.

**Zone of Annexation**

The proposed zoning is Commercial (C-2). The C-2 zoning implements the City’s 2020 One Grand Junction Comprehensive Plan Land Use Map that designates this area Commercial. The annexation area consists of one parcel with a developed residential structure that will be legally non-conforming in the C-2 zone district when annexed into the City.

The property is currently zoned in the County as RSF-4 (Residential Single Family with a maximum density of four dwelling units per acre). A City equivalent zone to the County’s RSF-4 is the R-4 zone district but R-4 zoning does not implement the Comprehensive Plan. In addition, the property is surrounded by C-2 zoning on three sides with residential zoning located across the street.

The annexation area is developed at urban densities and has all urban services

existing. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan.

In addition to the C-2 zoning as proposed by the City, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Commercial.

Mixed Use (M-U)  
Business Park (B-P)  
Industrial Office Park (I-O)  
Light Commercial (C-1)  
Mixed Use Residential, High Intensity (MXR-8)  
Mixed Use General, Low, Medium and High Intensity (MXG-3,5,8)  
Mixed Use Shopfront, Low, Medium, High Intensity (MXS-3,5,8)  
Mixed Use Opportunity Corridors (MXOC)

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 other zone districts that implement the Commercial Land Use Category of the Comprehensive Plan could be considered, the C-2 zone district is consistent with the recommendations of the Comprehensive Plan and the property is surrounded on three sides by City C-2 zoning.

The existing residential land use is legally nonconforming since prior to annexation the County zoning was residential single family. Staff spoke with the landowner about the proposed C-2 commercial zoning and the property's existing residential land use. The owner was comfortable with the proposed zoning knowing that the existing residential use could continue as a legal nonconforming use.

### **NOTIFICATION REQUIREMENTS**

A neighborhood meeting was held in person on June 20, 2023 concurrently with the affected property owners of the Tallman Enclave Annexation located nearby. Staff sent notice and discussed the annexation with the landowner of this annexation. 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 August 21, 2023. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to the enclaved properties and surrounding property owners within 500 feet of the enclaved area on September 1, 2023. The notice of the Planning Commission public hearing was published September 3, 2023, in the Grand Junction Daily Sentinel. An online public hearing was also conducted through GJSpeaks.org platform. No public comments were received.

### **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 City is exercising its rights under state annexation laws to annex this property after it has been enclaved by the city for more than three years and seeks to zone it in conformance with the 2020 One Grand Junction Comprehensive Plan. The proposed zone district of C-2 is compatible with the Comprehensive Plan Land Use Map designation of Commercial. Since this property is currently in the county, the annexation of this property is a subsequent event that will invalidate one of the original premises, a county zoning designation. However, staff has found this to not be sufficient justification to demonstrate 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

The character or condition of the area has been changing over the past 20 years or more with the annexation of surrounding properties being annexed into the city for development at urban intensities. The infill development occurring throughout the U.S. 50 commercial corridor area within Orchard Mesa is realizing much of that growth. There has been a substantial amount of development activity around the annexation area over the last six years. Recent development activity includes four annexations (ANX-2017-451, ANX-2019-384, ANX-2021-153, ANX-2022-503) of areas totaling 19.62 acres, a medium density residential development of 55 homes on 12.86 acres (SUB-2022-161, SUB-2022-334), a townhome subdivision of 31 units (SUB-2023-133), two lot splits and a rezone (SSU-2021-155, SUB-2023-156, RZN-2022-110), as well as several retail and commercial developments (COU-2023-139, SPN-2018-655, SPN-2023-163, SPN-2021-180) in the immediate area. Infill development is occurring throughout the Orchard Mesa planning area and the B ¼ Road area is realizing much of that growth.

The 2020 Comprehensive Plan identifies this property for future commercial land uses, a major change from the existing single family detached development found in the Mesa County zoning of RSF-4 and the current use on the property. Therefore, 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 the annexation area. These services are sufficient to serve land uses associated with the C-2 zone district. Nearby urban services include grocery and other retail goods and services available north of US 50 less than 2 miles to the northeast.

Water and sewer services are available. This property is within the Ute Water District service area. The area is served by Grand Valley Power Energy. The property is currently within the Persigo 201 Sewer Service Area and has a 24-inch water line in B ¼ Rd right-of-way with available capacity to accommodate future development of this property. There is an 8-inch sanitary sewer line in the B ¼ Road adjacent to the annexation area. This enclave area is in the Grand Junction Rural Fire

Protection District which is served by the Grand Junction Fire Department through a contract with the district. When annexed the Grand Junction Fire Department will continue to serve the area.

Staff has found the public and community facilities are adequate to serve the type and scope of urban land use that are existing and future land uses that could develop in the C-2 zone district. 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 included in the annexation is designated on the Comprehensive Plan Land Use Map as Commercial. The surrounding areas have land use designations of Commercial, Residential Medium and Parks and Open Space. The direct zoning surrounding the annexation area is a combination of City C-2, PD and R-8. The immediate area contains a County R-4 zone district. As such, there is not a deficit of zone districts that are also able to implement the Commercial land use designations.

Staff finds that the proposed C-2 zone district provides zoning that conforms to Orchard Mesa Neighborhood Plan and the 2020 One Grand Junction Comprehensive Plan. However, there is nothing to show how there is an inadequate supply of suitably designated land available in the community. Therefore, this criterion has not been met.

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

Annexation and zoning of the 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 zone district of C-2 will provide an opportunity for commercial businesses consistent with the Comprehensive Plan to meet the needs of the growing community. These principles are supported and encouraged by the Comprehensive Plan and furthers the plan's goal of fostering a vibrant, diverse, and resilient economy identified in Plan Principle 2: Resilient and Diverse Economy, found in Chapter 2 of the 2020 One Grand Junction Comprehensive Plan, and the goal for density/intensity identified in Plan Principle 3. Therefore this criterion has been met.

### **Consistency with Comprehensive Plan**

The zoning requests of C-2 is consistent with the Land Use Plan Map found in Chapter 3 of the Comprehensive Plan. In addition, under Chapter 3 Land Use and Growth, it states "When a property seeks a new zoning district the City is required to ensure the zoning district works to implement the land use designation as shown on the Land Use Map." The Orchard Mesa Neighborhood Plan adopted by the City of Grand Junction and Mesa County identifies this property within a Commercial area acknowledging that there are existing conflicts between the Future Land Use Map and current zoning for some properties. This zone of annexation will remedy this zoning conflict.

### **Chapter 3**

Intensification and Tiered Growth Plan. Subject property is located within Tier 1 where the focus is on intensifying residential and commercial areas through infill and redevelopment. Development in this Tier 1, does not generally require the expansion of services or extension of infrastructure. Tier 1 includes portions of Orchard Mesa particularly along the commercial corridor that offers the most significant opportunities for Tier 1 infill development and growth. It promotes the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction.

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. The City may bring forward zone changes for certain properties to align zoning with the adopted Comprehensive Plan land use as designated on the Land Use Map and in the descriptions of the land use categories." This property is included within the "Commercial Corridor Area" established in the Comprehensive Plan under Commercial Area-Specific Policies found in Chapter 4.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Adams Enclave Zone of Annexation, ANX-2023-262 request for the property located at 2738 B ¼ Road from County RSF-4 (Residential Single Family – four dwelling units per acre) to City C-2 (General Commercial), 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, Planning Commission recommended approval of the request.

### **FISCAL IMPACT:**

This area is already developed. City services are supported by a combination of property taxes and sales/use taxes. The revenue generated from City property taxes at 8 mills is currently \$190.24. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential uses.

Utilities - Water and sewer services are available to this property. The property is served by the Ute Water District and is within the Persigo 201 Sewer Service Area. Sewer service is already available on B ¼ Rd. There are no annexation impacts for sewer service.

Fire Department - This enclave area is in the Grand Junction Rural Fire Protection District (GJRFD) which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 9.6560 mill levy that generates property tax revenue of \$229.62 per year. If annexed, the enclave parcel will be excluded from the GJRFD. No changes in fire protection and emergency medical

response are expected due to this enclave annexation. Primary response is from Fire Station 4 at 2884 B 1/2 Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 4 has the capacity to handle calls for service resulting from this annexation.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5179, an ordinance annexing territory to the City of Grand Junction, Colorado, Adams Enclave Annexation, approximately 0.23 acres, located at 2738 B 1/4 Road, on final passage and order final publication in pamphlet form.

I move to (adopt/deny) Ordinance No. 5180, an ordinance zoning the Adams Enclave Annexation to C-2 (General Commercial) Zone District, from Mesa County RSF-4 (Residential Single Family - 4 dwelling units per acre) on final passage and order final publication in pamphlet form.

**Attachments**

- 1. General Project Report - Adams Enclave
- 2. Annexation Schedule - Table - Adams Enclave Annexation
- 3. 2018 Notice of Enclave by Adams Annex
- 4. ADAMS-ENCLAVE-ANNEXATION MAP
- 5. First Letter of Annexation Notice to Property Owners
- 6. Letter of Annexation Notice to Property Owners
- 7. Maps and Photos of Area
- 8. Tallman Enclave and Adams Enclave Neighborhood Meeting Notes
- 9. Planning Commission Minutes - 2023 - September 12 - Draft
- 10. Adams Enclave Annexation Ordinance
- 11. ORD-Zoning - Adams Enclave ANX

# General Project Report

## Adams Enclave Annexation

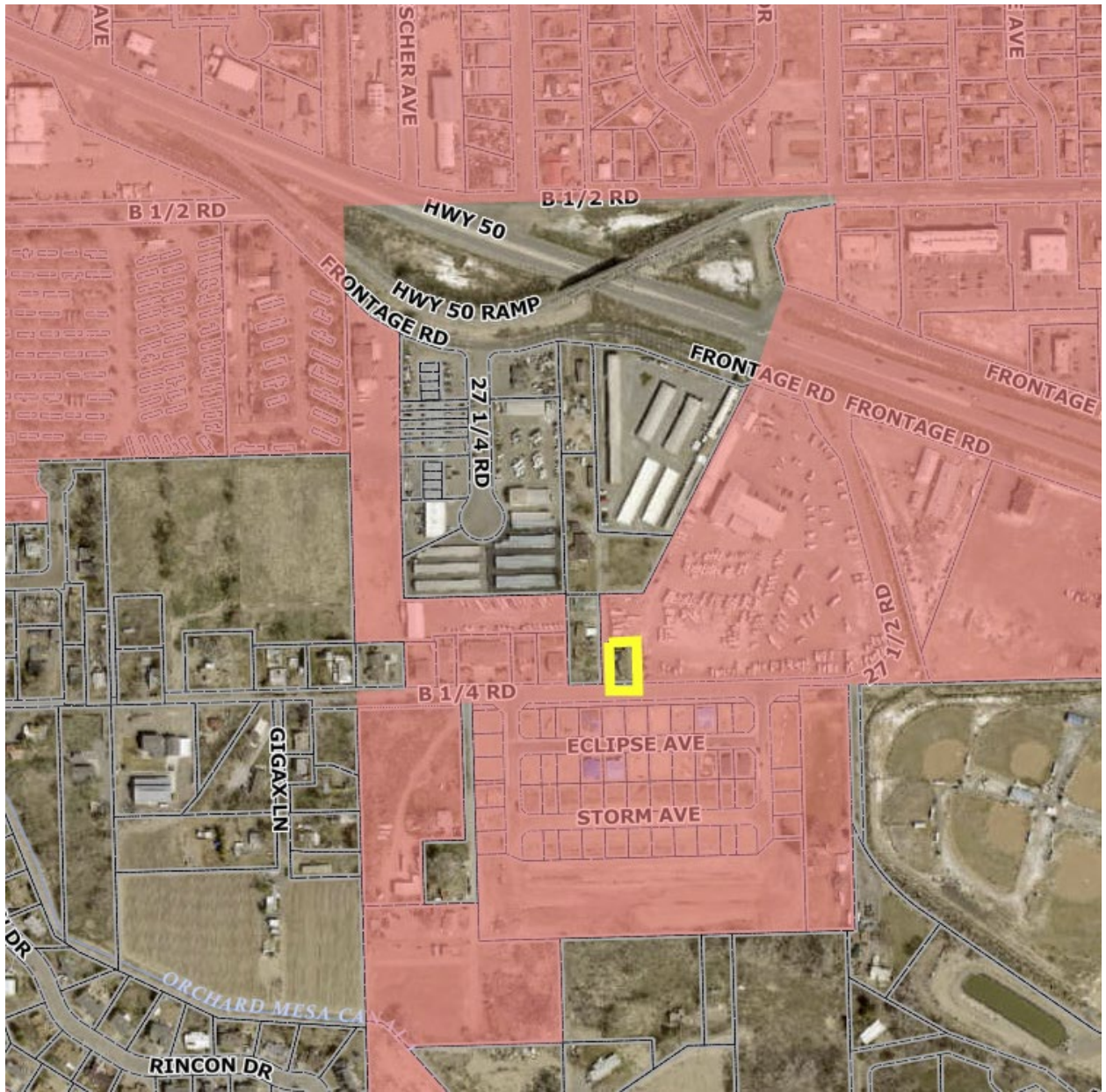
In March 2018 the Adams Annexation completed the 100% of surrounding the area proposed as the Adams Enclave by city limits. Five years have past and as required under the 1998 Persigo Agreement, enclaves will be annexed 3 to 5 years of being completely surrounded by the City.



Annexations surrounding the Adams Enclave Annexation Area







## ADAMS ENCLAVE ANNEXATION SCHEDULE

<b>August 16, 2023</b>	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
<b>Sept. 12, 2023</b>	Planning Commission considers Zone of Annexation
<b>Sept. 20, 2023</b>	Introduction of Ordinance on Annexation and Zoning by City Council
<b>October 4, 2023</b>	Public Hearing on Annexation and Zoning by City Council
<b>November 5, 2023</b>	Effective date of Annexation and Zoning

### ANNEXATION SUMMARY

<b>File Number:</b>	ANX-2023-262	
<b>Location:</b>	2738 B 1/4 Road	
<b>Tax ID Numbers:</b>	2945-253-00-014	
<b># of Parcels:</b>	1	
<b>Existing Population:</b>	2	
<b># of Parcels (owner occupied):</b>	1	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	0.23	
<b>Developable Acres Remaining:</b>	0	
<b>Right-of-way in Annexation:</b>	0.03 acres (B 1/4 Road)	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	C-2	
<b>Current Land Use:</b>	Residential	
<b>Comprehensive Plan Land Use:</b>	Commercial	
<b>Values:</b>	<b>Assessed:</b>	\$23,780
	<b>Actual:</b>	\$342,150
<b>Address Ranges:</b>	2738 B 1/4 Road	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	GJ Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation
	<b>School:</b>	District 51
	<b>Pest:</b>	Grand River Mosquito Control District
	<b>Other:</b>	Colorado River Water Conservancy



February 6, 2018

Joyce Luster Tallman LLC  
2739 Highway 50  
Grand Junction, CO 81503-2291

Re: Annexation Enclave of 2738 B ¼ Road

Dear Mrs. Luster Tallman:

In 1998 the Mesa County Board of Commissioners and the Grand Junction City Council adopted the "Persigo Agreement". This agreement established an urban development boundary and set a policy that before new development could occur within that boundary, the property must be annexed into the City.

Enclaves are defined as areas of unincorporated properties that are entirely surrounded by property that is within the City limits. As annexation occurs, enclaves of land that remain in the County may be created. The Persigo Agreement also requires that all enclaves be annexed within five years of creation and in accordance with state annexation laws.

On February 21, 2018, the City Council will consider an action to annex a piece of property located across the road (southside of B ¼ Road) from your current property at 2738 B ¼ Road (Parcel No. 2945-253-00-014) that is being proposed to be annexed called the "Adams Annexation" (see attached map). Your property will be enclaved by this annexation. Upon approval of the annexation and in adherence with the Agreement with Mesa County, the City will consider annexation of your property within 5 years which would occur on or before March 25, 2023.

When annexed, there are many benefits for those that own property or live within the City limits. Currently Grand Junction residents enjoy services such as the free annual City pick-up of junk and yard waste each spring, free leaf pick-up in the fall, street sweeping and the opportunity to serve its citizenry as a member of one of its many advisory boards. Annexation will not affect your water, sewer or electric service. Please visit the City website at [www.gjcity.org](http://www.gjcity.org) for more information about the City of Grand Junction.

If you have questions about this correspondence or annexation please contact Scott D. Peterson, Senior Planner, at (970) 244-1447.

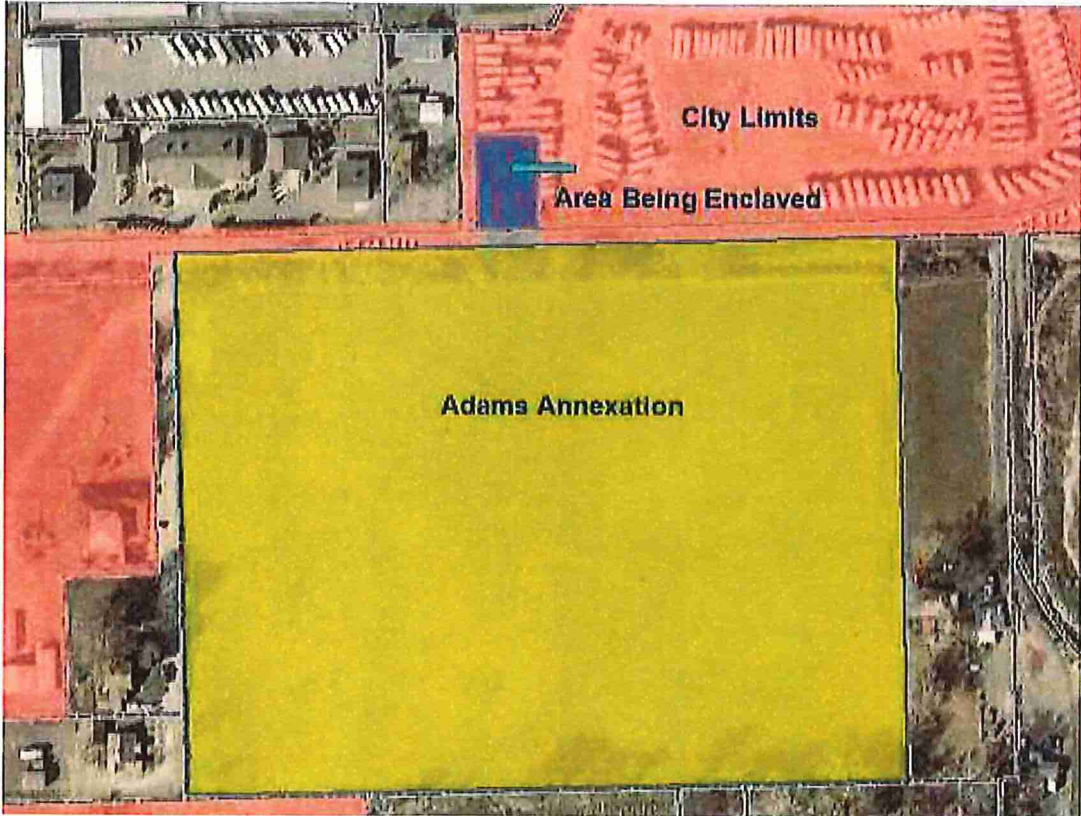
Respectfully,



Tamra Allen  
Director of Community Development  
City of Grand Junction

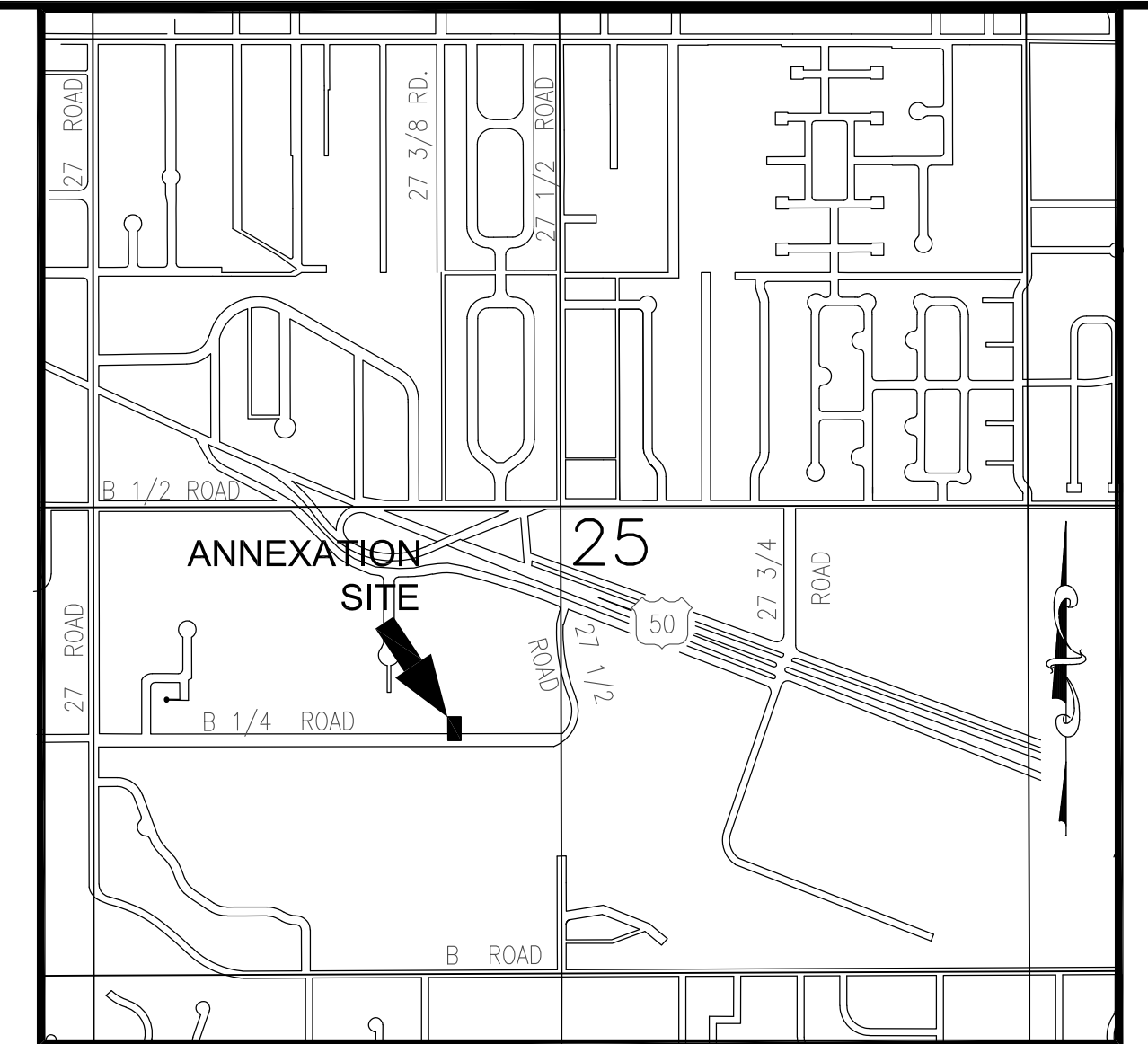
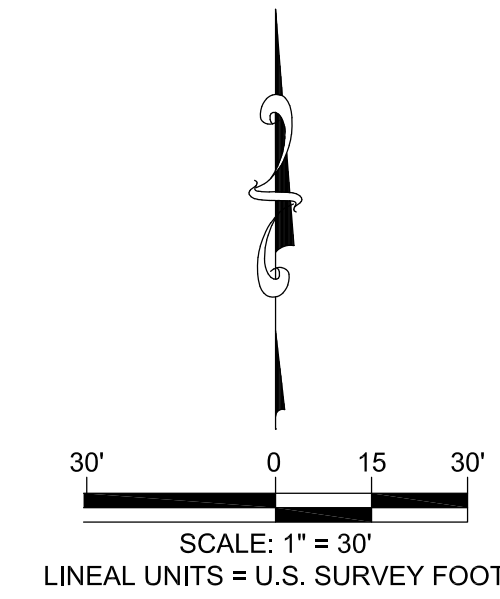
cc: Greg Caton, City Manager  
John Shaver, City Attorney

**Attachment**  
Annexation and Enclave Map

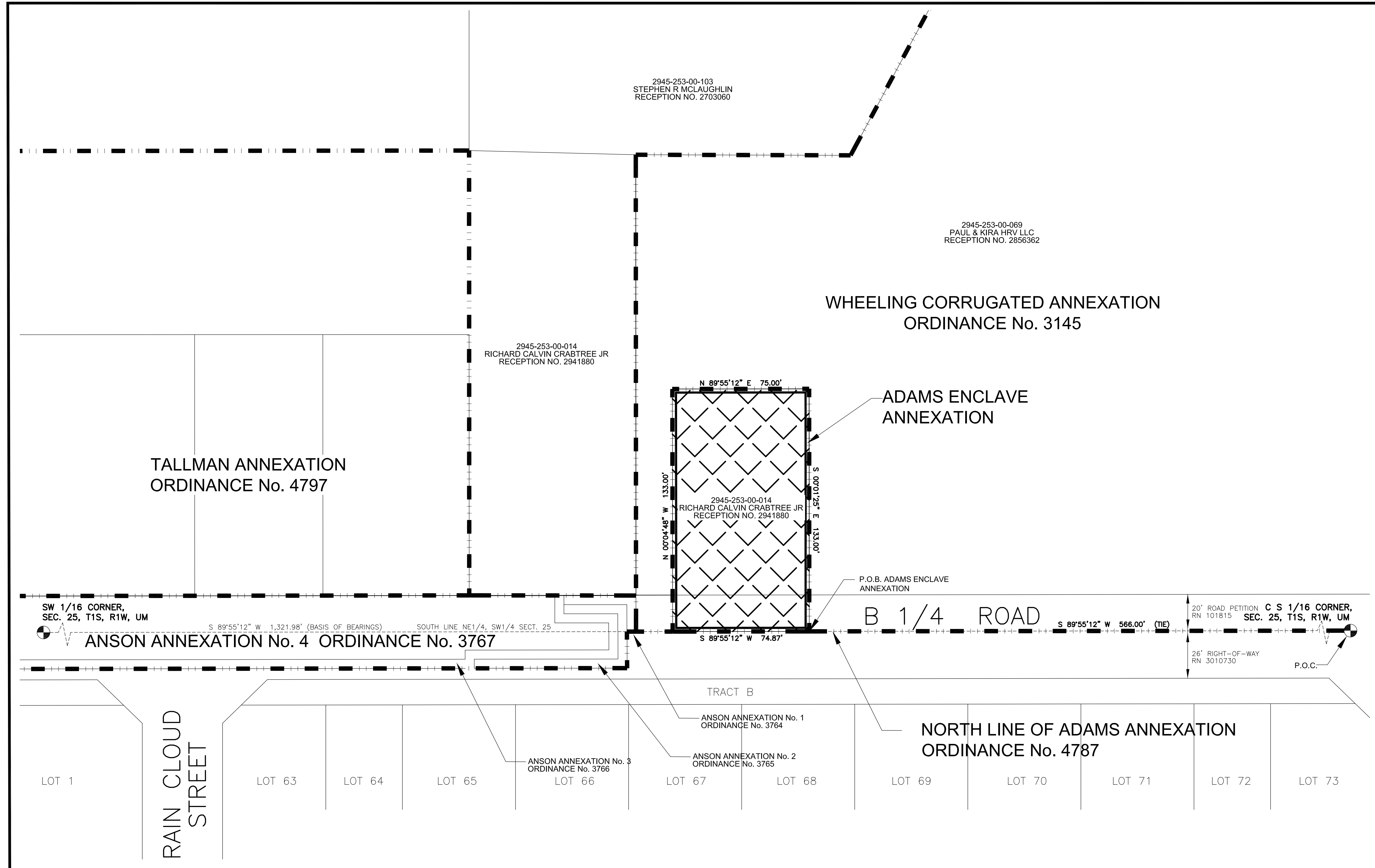


# ADAMS ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP NOT TO SCALE



**LEGAL DESCRIPTION**

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Commencing at the Center South One-Sixteenth Corner of said Section 25 when the Southwest One-Sixteenth Corner of said Section 25 bears S89°55'12"W a distance of 1,321.98 feet with all other bearings relative thereto;

Thence S89°55'12"W a distance of 566.00 feet along the North line of the ADAMS ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the ADAMS ENCLAVE ANNEXATION;

Thence S89°55'12"W, continuing along said northerly line, a distance of 74.87 feet;

Thence along the following three (3) courses of WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145:

N00°04'48"W a distance of 133.00 feet;

N89°55'12"E a distance of 75.00 feet;

S00°01'25"E a distance of 133.00 feet to the Point of Beginning;

Said Parcel of land CONTAINING 9,967 Square Feet or 0.23 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	416 FT.	ANNEXATION BOUNDARY	---
CONTIGUOUS PERIMETER	416 FT.	ANNEXATION AREA	[Hatched Pattern]
AREA IN SQUARE FEET	9,967 FT <sup>2</sup>	EXISTING CITY LIMITS	---
AREA IN ACRES	0.23		
AREA WITHIN R.O.W.	1,498 FT <sup>2</sup>		
	0.03 ACRES		
AREA WITHIN DEEDED R.O.W.	0 FT <sup>2</sup>		
	0.00 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	AP	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. PRELIMINARY**      **EFFECTIVE DATE PRELIMINARY**

**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.

**PRELIMINARY**

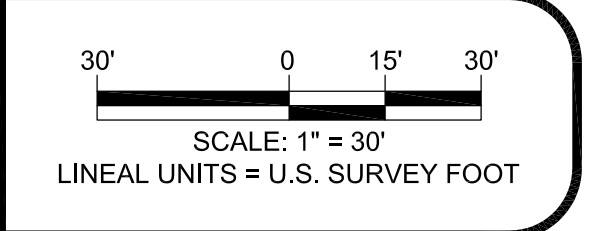
JODIE L GREIN      DATE  
STATE OF COLORADO - P.L.S. NO. 38075  
FOR ROLLAND CONSULTING ENGINEERS  
405 RIDGES BLVD. - SUITE A  
GRAND JUNCTION, CO. 81507

**THIS IS NOT A BOUNDARY SURVEY**

C:\Projects\C3407 ADAMS ANNEXATION\C3407-ADAMS-ENCLAVE-ANNEXATION.dwg - PLOTTED: 2023-05-08

**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: JAM      DATE: 5/8/2023  
DESIGNED BY: JLG      DATE: 5/8/2023  
CHECKED BY: JLG      DATE: 5/8/2023



**PUBLIC WORKS ENGINEERING DIVISION**

**ADAMS ENCLAVE ANNEXATION**  
Located in the NE1/4, SW1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**Neighborhood Meeting Scheduled**  
**June 20, 2023 @ 5:30 PM**  
**Mesa County Fair Grounds Community Building**

May 26, 2023

Dear Property Owner,

In 1998 the Mesa County Board of Commissioners and the Grand Junction City Council adopted the “Persigo Agreement”. This agreement established an urban growth boundary and set a policy that before new development could occur within that boundary, the property must be annexed into the City.

As annexation occurs, enclaves of land that remain in the County may be created. Enclaves are defined as areas of unincorporated properties that are entirely surrounded by property that is within the City. The Persigo Agreement requires that all enclaves be annexed within three to five years of creation, in accordance with state annexation laws.

Your property was either enclaved March 25, 2018 by the Adams Annexation or June 17, 2018 by the Tallman Annexation, (see map below).

The annexation and zoning schedule for both enclaves, to be known as the Adams Enclave Annexation and the Tallman Enclave Annexation has not been scheduled yet. You will be notified of the schedule for annexation and zoning when that has been determined.

The proposed zoning will be Residential 8 (R-8) with densities between 5.5 and 8 dwelling units per acre for areas of the enclave that are shown as Residential Medium on the Land Use Map and Commercial C-2 for areas shown as Commercial on the Land Use Map. The R-8 and C-2 zone districts implement the City’s 2020 One Grand Junction Comprehensive Plan Land Use Map. The Land Use Map designates this area a Residential Medium 5.5 to 12 dwelling units per acre and Commercial.

The annexation area consists of properties with existing development. The existing commercial development land uses are found to be in conformance with the proposed C-2 zone district. The residential land uses within the R-8 are an allowed use. Those residential uses in the C-2 will be legally nonconforming at the time of annexation, allowing them to continue as they are as a grandfathered land use.

**A Neighborhood Meeting has been scheduled for June 20, 2023 at 5:30 PM at the Community Building, Mesa County Fair Grounds, 2785 Hwy 50.** This meeting will



provide property owners the opportunity to learn more about annexation and zoning of their property before the City schedules public hearings for annexation and zoning.

If you have any questions about the proposed annexation or the proposed city zoning of Residential R-8 or Commercial C-2 for your property, please contact us, David Thornton, Principal Planner, at (970) 244-1450 or by e-mail to [davidth@gjcity.org](mailto:davidth@gjcity.org) or Dani Acosta, Senior Planner at (970) 256-4089, or by e-mail to [daniellaa@gjcity.org](mailto:daniellaa@gjcity.org) or

We encourage you to attend the neighborhood meeting on June 20<sup>th</sup> to learn about city annexation and zoning and how they will affect your property.

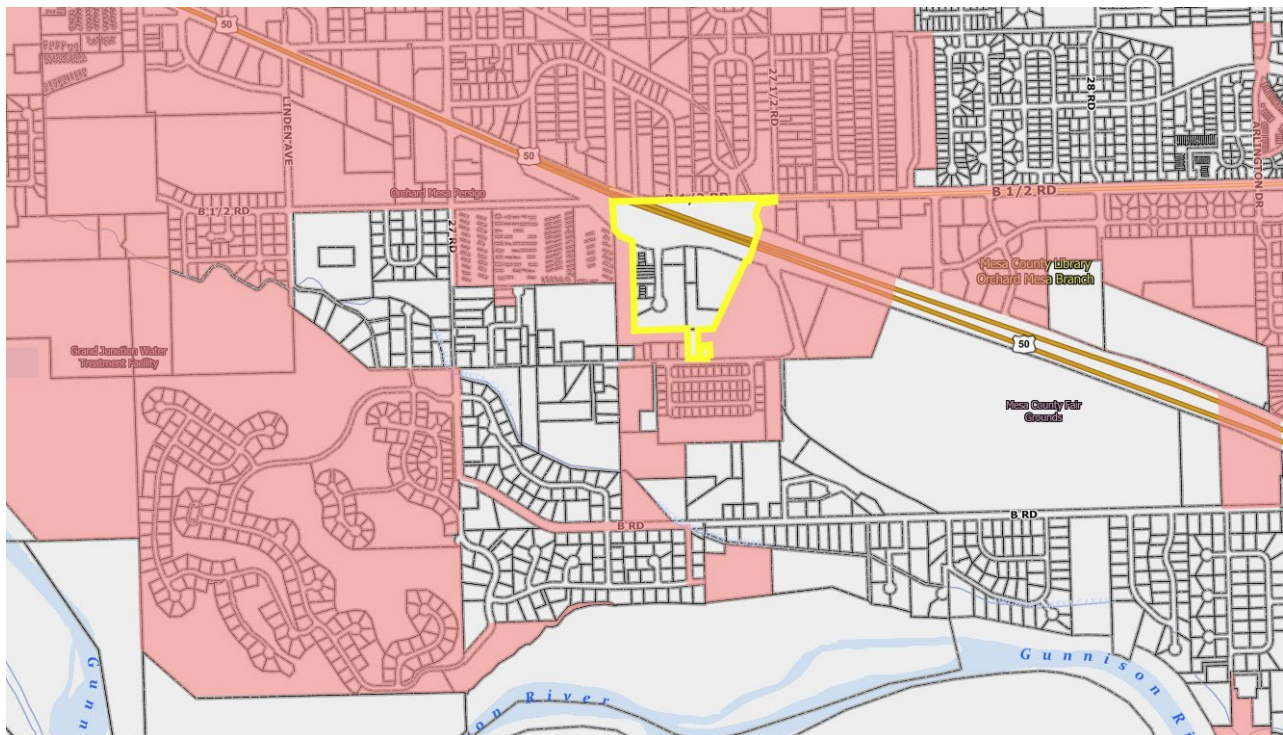
Please visit our website at [www.gjcity.org](http://www.gjcity.org) for information about the City of Grand Junction.

Sincerely,

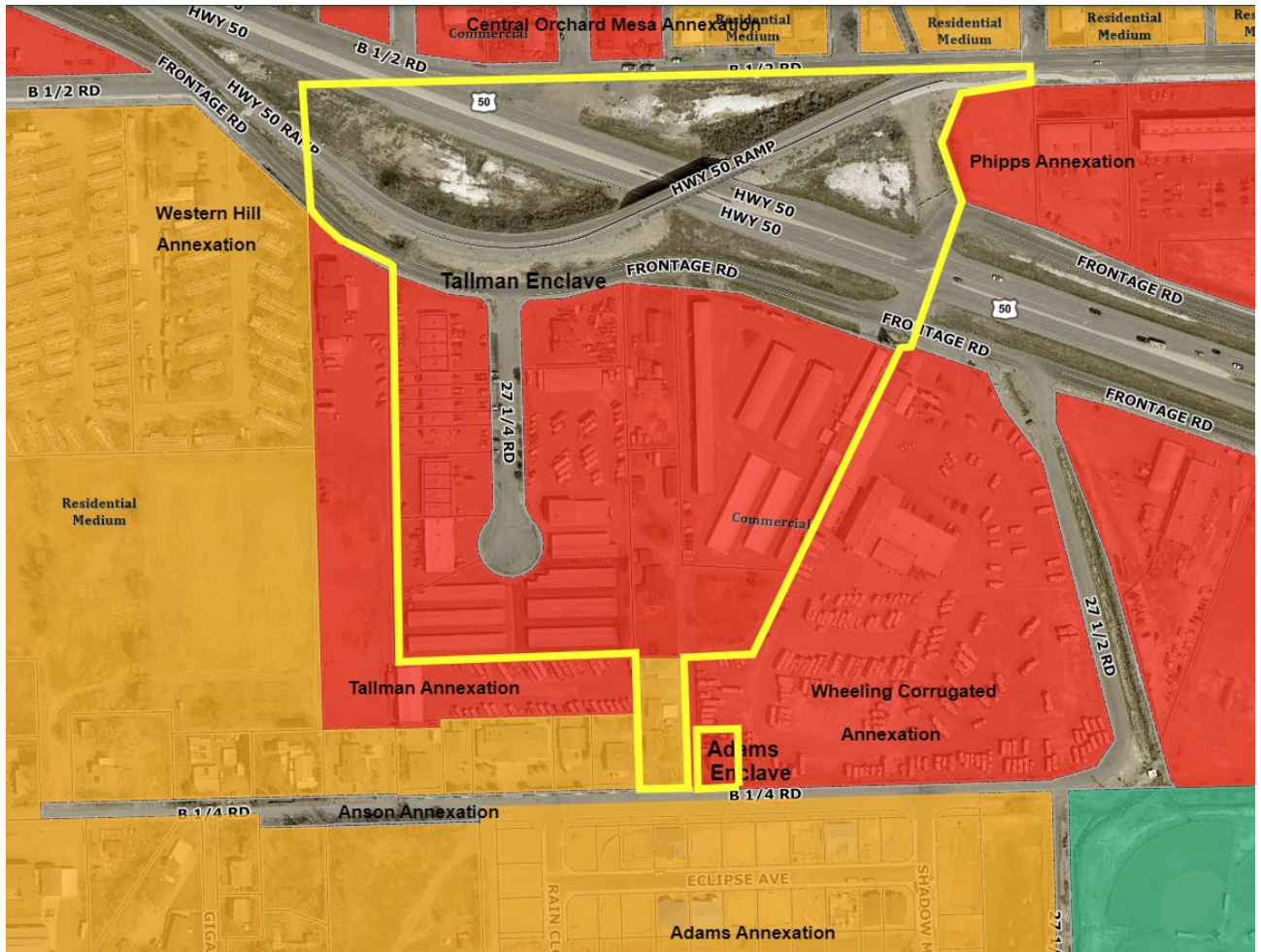
Dave Thornton  
Principal Planner

Daniella Acosta  
Senior Planner

CC: Tamra Allen, Community Development Director



**Vicinity Map showing City Limits**



**Comprehensive Plan Land Use Map – Future Land Uses**

**NOTES:**

Red = Commercial

Orange = Residential Medium



July 24, 2023

\_\_\_\_\_

\_\_\_\_\_

Grand Junction, CO 81504

Dear Property Owner,

City staff met with several of you at a neighborhood meeting held June 20, 2023. At that meeting the annexation and zoning of your property was discussed. If you were unable to make that meeting, please feel free to reach out to us at your earliest convenience to discuss. Those in attendance were also told the City would send out a letter providing the annexation and zoning schedule when it was determined. The annexation and zoning are now scheduled. The schedule is provided below.

<b><i>ANNEXATION and ZONING SCHEDULE</i></b> <b>Adams Enclave and Tallman Enclave</b>	
<b>Aug. 16, 2023</b>	Notice of Intent to Annex (30 Day Notice to hearing), Exercising Land Use Immediately
<b>Sept. 12, 2023</b>	Planning Commission considers Zone of Annexation – Public Hearing
<b>Sept. 20, 2023</b>	1 <sup>st</sup> Reading on Annexation and Zoning by City Council
<b>Oct. 4, 2023</b>	Public hearing on Annexation and Zoning by City Council – 2 <sup>nd</sup> Reading
<b>Nov. 5, 2023</b>	Effective date of Annexation and Zoning

The proposed zoning will be Residential 8 (R-8) with densities between 5.5 and 8 dwelling units per acre for areas of the enclave that are shown as Residential Medium on the Land Use Map and Commercial C-2 for areas shown as Commercial on the Land Use Map. The R-8 and C-2 zone districts implement the City’s 2020 One Grand Junction Comprehensive Plan Land Use Map. The Land Use Map designates this area a Residential Medium 5.5 to 12 dwelling units per acre and Commercial.

The annexation area consists of properties with existing development. The existing commercial development land uses are found to be in conformance with the proposed C-2 zone district. The residential land uses within the R-8 are allowed uses. Those residential uses in the C-2 will be legally nonconforming at the time of annexation that will be allowed to continue as a legal non-conforming land use within the city.

If you have any questions about the proposed annexation or the proposed city zoning for your property, please contact Dani Acosta, Senior Planner, at (970) 256-4089, or by email at [daniellaa@gjcity.org](mailto:daniellaa@gjcity.org) or David Thornton, Principal Planner, at (970) 244-1450 or by e-mail to [davidth@gjcity.org](mailto:davidth@gjcity.org)

We encourage you to attend both public hearings, currently scheduled for September 12, 2023 with the Grand Junction Planning Commission to consider zoning and October 4, 2023 with the Grand Junction City Council to consider annexation and zoning.

Please visit our website at [www.gjcity.org](http://www.gjcity.org) for information about the City of Grand Junction.

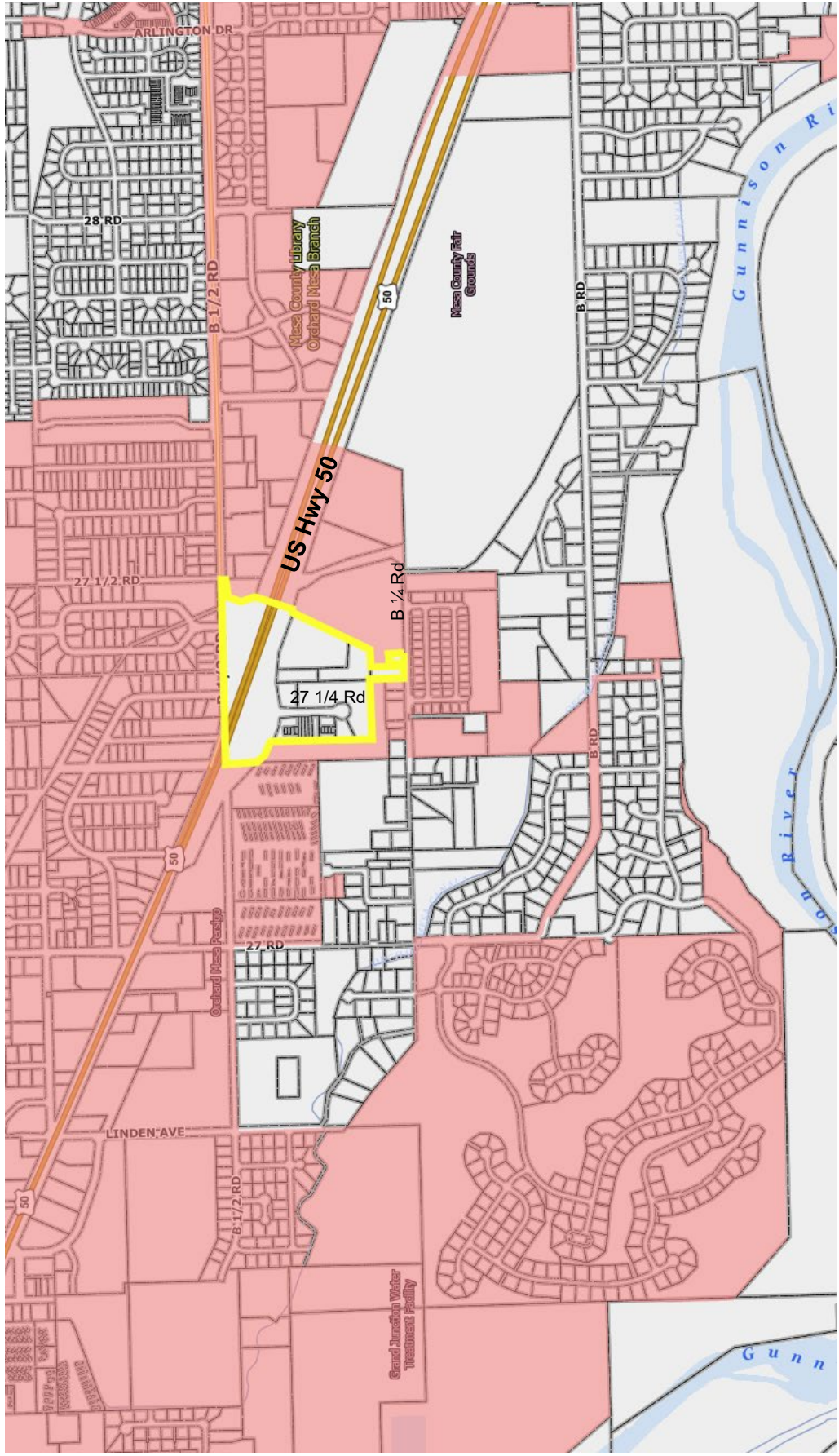
Sincerely,

A handwritten signature in blue ink that reads "Tamra Allen". The signature is written in a cursive style with a large, stylized "T" and "A".

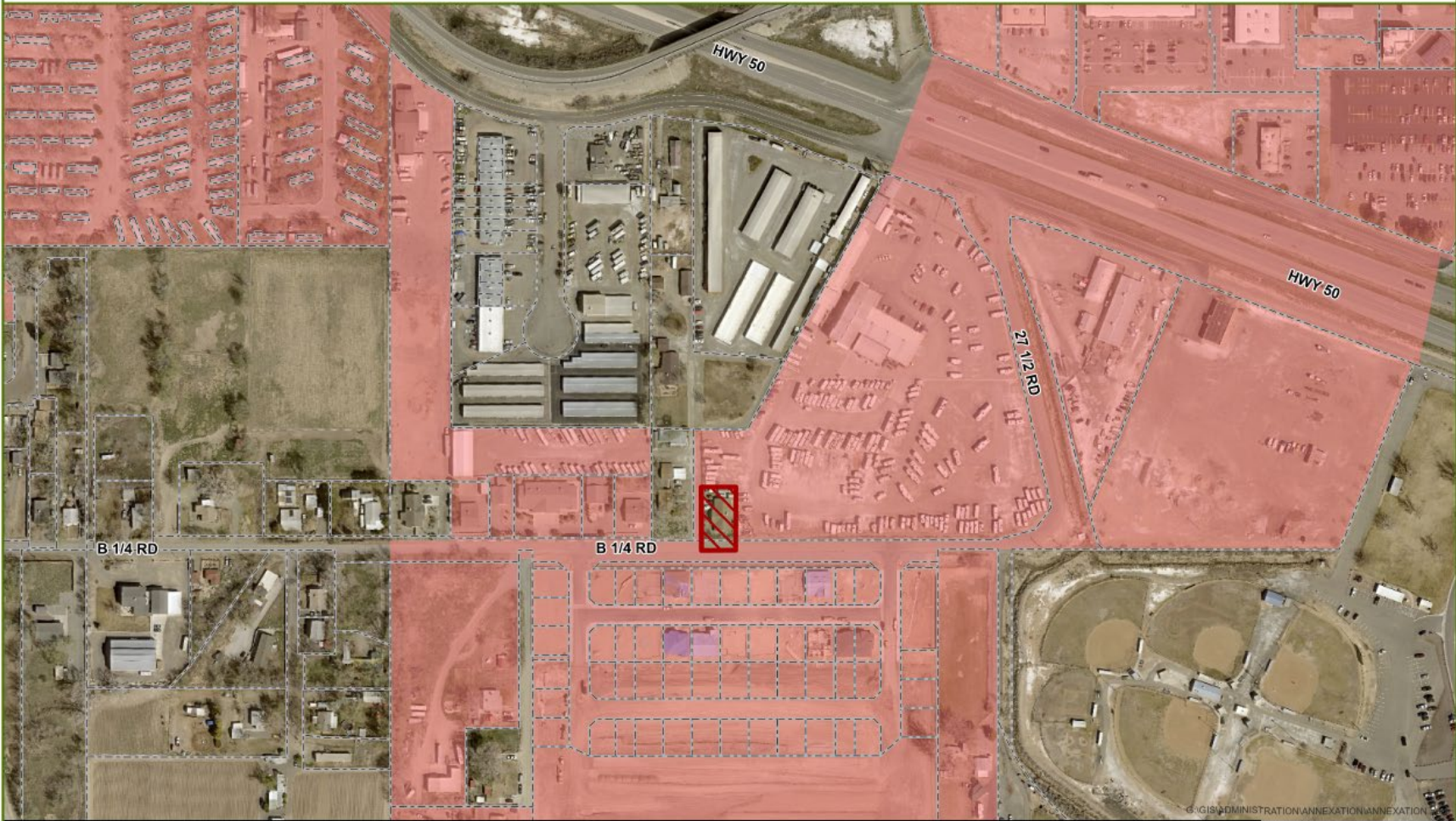
Tamra Allen  
Community Development Director

CC: Greg Caton, City Manager  
John Shaver, City Attorney


Enclosure (Map)



# ADAMS ENCLAVE ANNEXATION



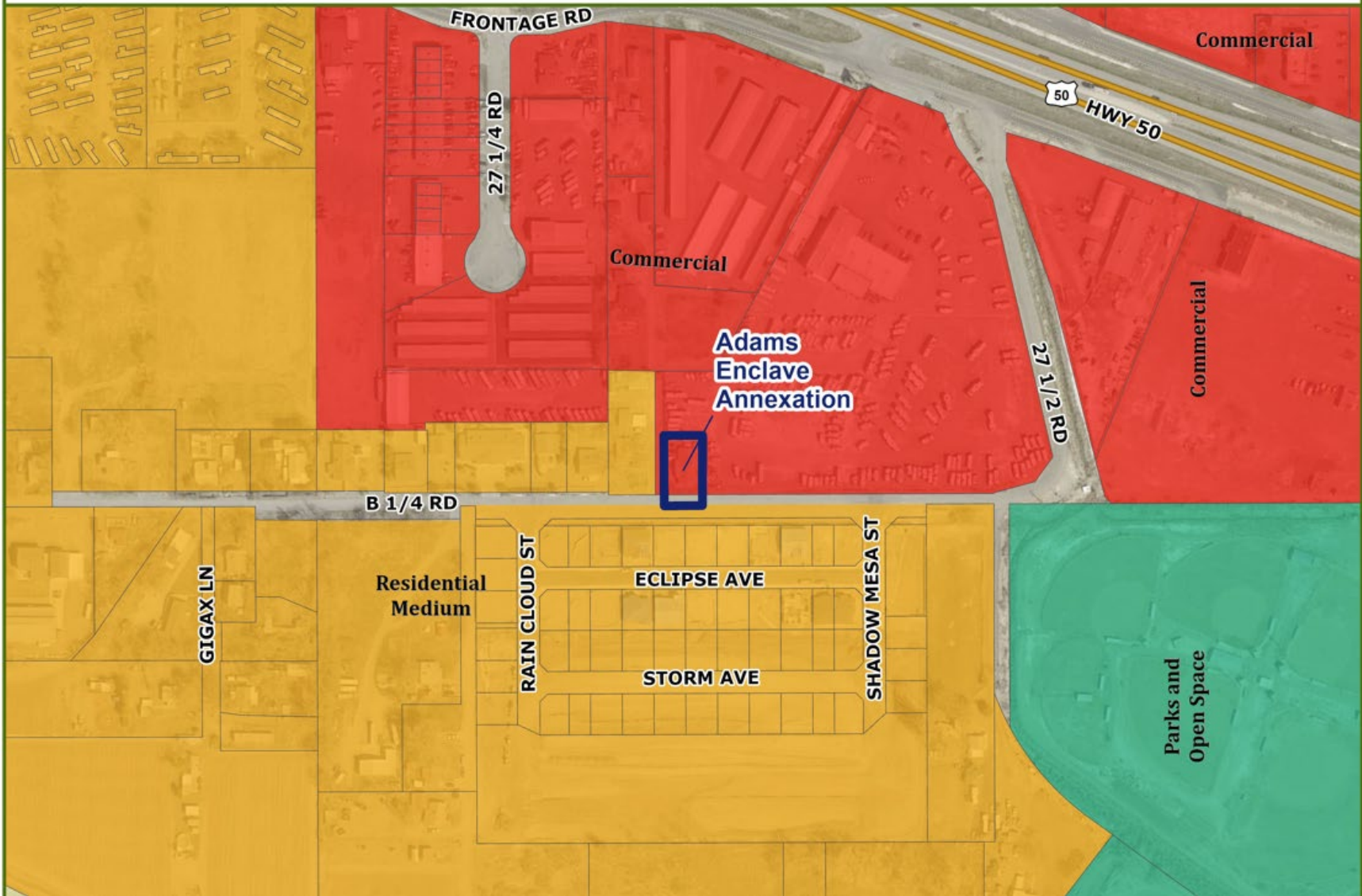
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 Adams Enclave Annexation  City Limits

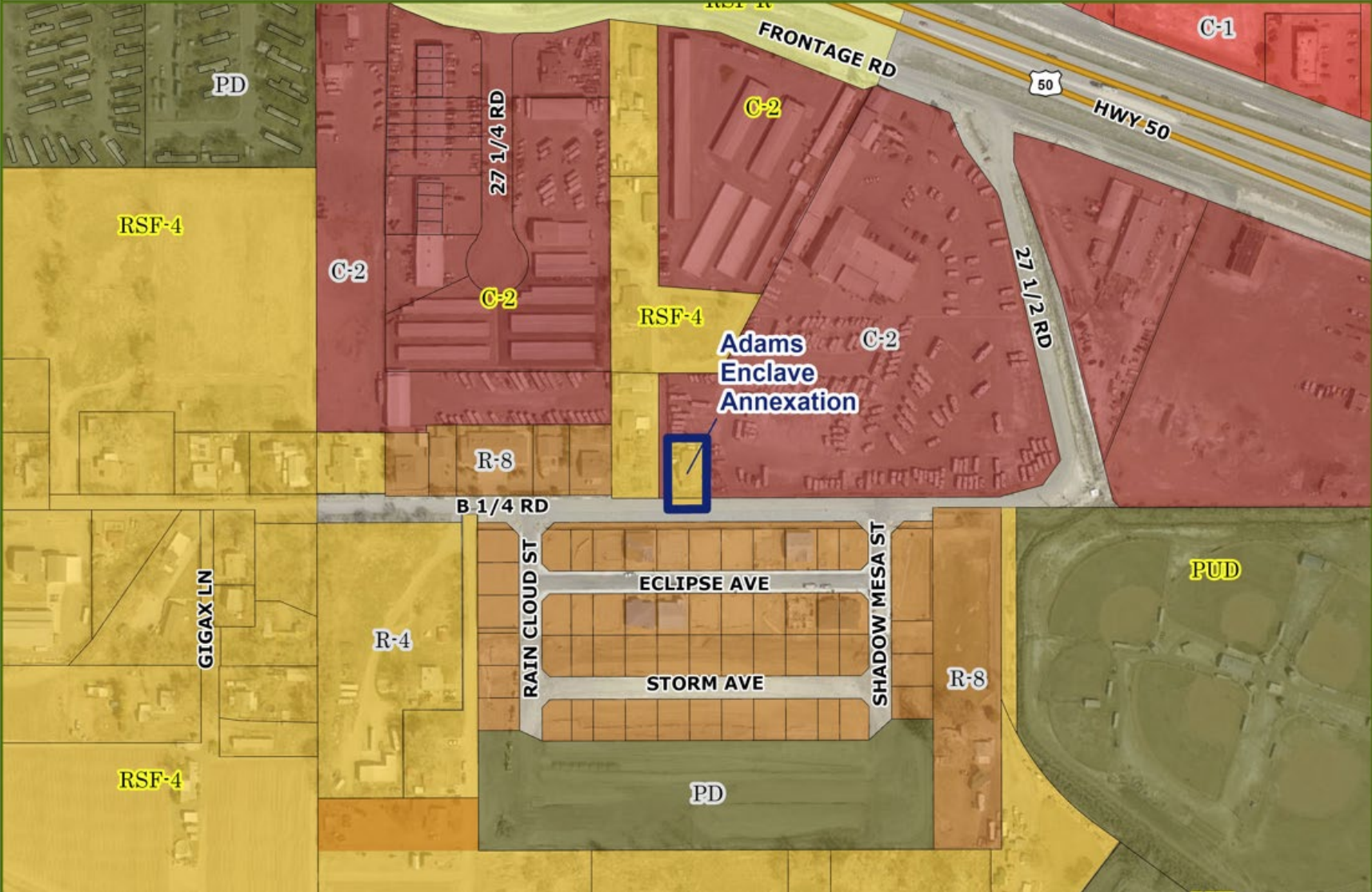
Date Created: 5/24/2023



# Adams Enclave Annexation - Land Use

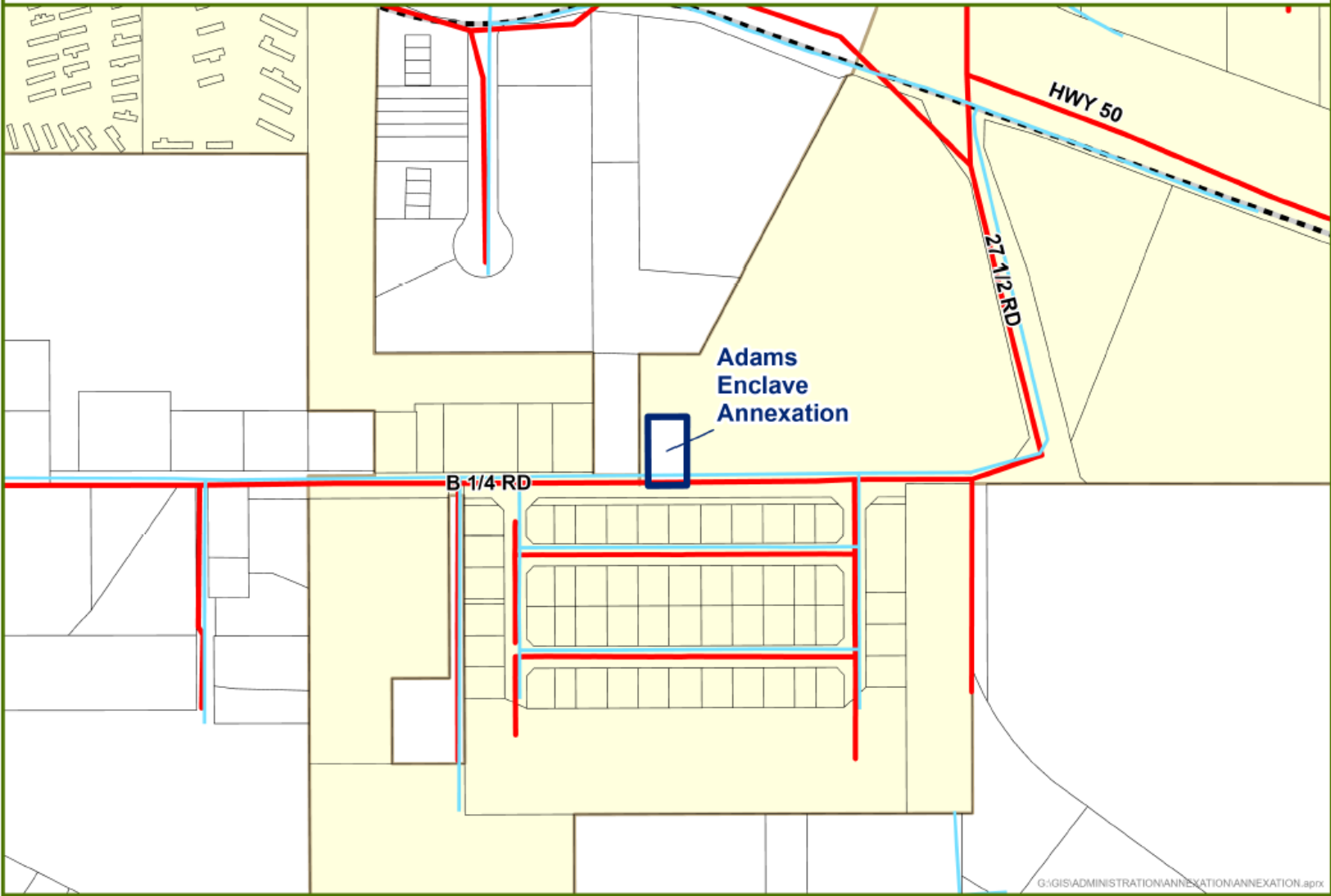


# Adams Enclave Annexation - Zoning

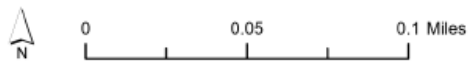




# Adams Enclave Annexation - Utilities



G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx



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

Date Created: 7/20/2023





**Site**



## Neighborhood Meeting Notes

**Tallman Enclave and Adams Enclave Neighborhood Meeting** – held Tuesday, June 20, 2023 @ 5:30 PM

In attendance were city staff members:

David Thornton, Principal Planner  
Dani Acosta, Senior Planner  
Tim Lehrbach, Senior Planner  
Trent Prall, Public Works Director  
Gus Hendricks, Deputy Fire Chief

and 8 property owners representing eight of the twenty-three properties included in the proposed enclave annexations.

Attendees included:

Steve McLaughlin  
Rhonda Mock  
Zane Thompson  
Lori Thompson  
Kevin Green  
Noma  
Jeff  
Joyce Luster

Staff provided information about the two annexations, discussed the proposed zoning of C-2 and R-8 and how they will affect existing land uses, and talked about some of the city services they can expect following annexation including Spring Clean-up, Fall leaf pick-up, street maintenance and streetlights.

The property owners will be notified when the Public Hearings are scheduled. A notice will be sent to each of them regarding the hearing dates with Planning Commission and City Council.

Questions from property owners included:

- Annexation impacts on existing uses
- Annexation impacts on taxes
- Annexation and public hearing timelines
- Attendance requirements for public hearings

**GRAND JUNCTION PLANNING COMMISSION**  
**September 12, 2023, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:33 p.m. by Commissioner Teske.

Those present were Planning Commissioners; Shanon Secrest, Sandra Weckerly, Kim Herek, JB Phillips, Melanie Duyvejonck and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dave Thornton (Principal Planner), Dani Stine (Senior Planner), Jessica Johnsen (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 3 members of the public in attendance, and 1 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from August 22, 2023.

*This item was moved to the regular agenda for further discussion.*

**2. Village Center Way Easement Vacation**

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**VAC-2023-529**

Consider a request to partially vacate a 14-foot multipurpose easement and to partially vacate a 10-foot drainage easement on a 0.19-acre parcel located at 2698 Village Center Way.

*This item was not heard or approved at this hearing*

**REGULAR AGENDA**

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**1. Approval of Minutes**

---

Minutes of Previous Meeting(s) from August 22, 2023

**Questions for staff**

Commissioner Weckerly asked for clarification on why transcribed minutes were being provided for this hearing. She asked if continuing approval of these minutes to a future hearing would prevent the project from moving forward.

**Motion and Vote**

Commissioner Teske made the following motion “I would move that we continue determining our minutes from the August 22<sup>nd</sup> meeting until our next regularly scheduled meeting.”

*Commissioner Ehlers seconded; motion passed 7-0.*

## **2. NorthStar Towing CUP**

**CUP-2023-425**

Consider a request by JHoward Enterprise, Inc. dba NorthStar Towing for a Conditional Use Permit to operate an Impound Lot on 1.24 acres located at 2105 H Road.

### **Staff Presentation**

Jessica Johnsen, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Jenni Henson with NorthStar Towing was present and available for questions.

### **Questions for staff**

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, September 5, 2023, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 5:53 p.m. on September 12, 2023.*

### **Discussion**

Commissioner Weckerly asked where impound lots are normally allowed without obtaining a conditional use permit.

### **Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Conditional Use Permit for the property located at 2105 H Road, City File number CUP-2023-425, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 7-0.*

## **3. Adams Enclave Annexation**

**ANX-2023-262**

Consider a zone of annexation of an area consisting of 0.23 acres of enclaved property, from County RSF-4 (Residential Single Family – 4 dwelling units per acre) to City C-2 (General Commercial) located at 2738 B ¼ Road.

### **Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for staff**

Commissioner Ehlers asked what triggered the city to annex the property. He asked if the property had to be completely surrounded by City properties in order to be annexed. He asked if right-of-way was considered in determining adjacent properties. He asked if the property would be taxed as commercial or residential. He asked if the rezone to commercial would inhibit development of any future uses that are allowed in residential but not in commercial districts.

Commissioner Teske asked why staff felt Criteria 1 had not been met regarding the annexation itself being considered a subsequent event. He asked why the annexed property was being rezoned to City C-2 instead of a zone district that supported the current residential use. He asked for clarification that this annexation would be considered a “non-conforming use” per the code.

Niki Galehouse provided clarification on residential uses allowed in commercial zone districts per code.

Dave Thornton responded to commissioner questions.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, September 5, 2023, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

Rick Crabtree asked if his taxes would increase as a consequence of being annexed.

Dave Thornton stated that he believed this property would continue to be taxed as residential.

Commissioner Ehlers recommended that Mr. Crabtree contact the County Assessor’s Office with any tax questions he has.

*The public comment period was closed at 6:18 p.m. on September 12, 2023.*

### **Discussion**

Commissioner Weckerly expressed concerns over creating a non-conforming use and potential tax increases by rezoning the property to commercial instead of residential.

Commissioner Secrest commented that because the current homeowner would not be impacted by the rezone to commercial, it made sense to rezone to commercial now versus requiring a prospective buyer to rezone in the future.

### **Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 2738 B ¼ Road, City file number ANX-2023-262, I move that the Planning Commission forward a recommendation of approval to City Council of the C-2 (General Commercial) with the findings of fact as listed in the staff report.”

*Commissioner Herek seconded; motion passed 7-0.*

#### **4. Tallman Enclave Annexation**

**ANX-2023-263**

Consider a zone of annexation of a 23.35-acre enclaved area consisting of 9.24 acres of enclaved properties from County C-2 (General Commercial District) to City C-2 (General Commercial) located at 232 27 ¼ Rd through 241 27 ¼ Rd and 2739 Hwy 50 and 2739 Hwy 50, and 2.04 acres of enclaved properties from County RSF-4 (Residential Single Family – 4 District) to City C-2 located at 2736 ½ B ¼ Rd and 2735 Hwy 50, and 0.51 acres of enclave property from County RSF-4 to City R-8 (Residential 8 du/ac) located at 2736 B ¼ Rd.

#### **Staff Presentation**

Dani Stine, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for staff**

Commissioner Ehlers asked if the affected businesses would be required to collect city sales tax as a consequence of this annexation. He asked if any of the affected businesses would be required to complete an Industrial Pre-Treatment Survey as a consequence of this annexation. He asked about the application fee for sales tax licenses. He asked how many legal non-conformities would be created as a result of the annexation.

Commissioner Teske asked why staff felt Criteria 1 had been met regarding the annexation itself being considered a subsequent event whereas it had not been met for the Adams Enclave Annexation. He asked about the legal non-conformities being created as a consequence of this annexation.

Dani Stine responded to commissioner questions and comments.

#### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, September 5, 2023, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 6:46 p.m. on September 12, 2023.*

#### **Discussion**

Commissioner Secret commented that while he was not in favor of potential tax increases, he noted that none of the affected owners attended the public hearing to oppose the annexation. He asked if the two proposed motions were either/or or if they should both be read.

Commissioner Ehlers echoed Commissioner Secret's comments.



### **Motion and Vote**

Commissioner Secrest made the following motion “Mr. Chairman, on the Zone of Annexation request for the properties located at 232 27 ¼ Rd through 241 27 ¼ Rd and 2739 Hwy 50, 2735 Hwy 50 and 2736 ½ B ¼ Rd, City file number ANX-2023-263, I move that the Planning Commission forward recommendation of approval to City Council of the C-2 (General Commercial) with the findings of fact as listed in the staff report.

*Commissioner Ehlers seconded; motion passed 7-0.*

Commissioner Secrest made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 2736 B ¼ Rd, City file number ANX-2023-263, I move that the Planning Commission forward recommendation of approval to City Council of the R-8 (Residential 8 du/ac) with the findings of fact as listed in the staff report.”

*Commissioner Phillips seconded; motion passed 7-0.*

### **5. Brookwillow Village Filing 6 Rezone**

**RZN-2023-160**

Consider a request by Senergy Builders, LLC to zone 0.23 acres from PD (Planned Development) to R-12 (Residential – 12 du/ac) located at the intersection of Brookwillow Loop and Orion Way, Parcel #2945-041-25-002.

*The applicant requested that this item be moved to the October 10<sup>th</sup> Planning Commission hearing.*

*Commissioner Teske recused himself from deliberating on this item.*

*The motion to continue this item passed 6-0.*

### **OTHER BUSINESS**

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### **ADJOURNMENT**

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Commissioner Ehlers moved to adjourn the meeting.

*The vote to adjourn was 7-0.*

The meeting adjourned at 6:51 p.m.

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**LOCATED AT 2738 B ¼ ROAD  
APPROXIMATELY 0.23 ACRES**

**WHEREAS**, on the 16<sup>th</sup> day of August, 2023, the City Council of the City of Grand Junction considered a notice of Intent to annex for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing was duly held after proper notice on the 4<sup>th</sup> day of October, 2023; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Commencing at the Center South One-Sixteenth Corner of said Section 25 whence the Southwest One-Sixteenth Corner of said Section 25 bears S89°55'12"W a distance of 1,321.98 feet with all other bearings relative thereto;

Thence S89°55'12"W a distance of 566.00 feet along the North line of the ADAMS ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the *ADAMS ENCLAVE ANNEXATION*;

Thence S89°55'12"W, continuing along said northerly line, a distance of 74.87 feet;

Thence along the following three (3) courses of *WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145*:

N00°04'48"W a distance of 133.00 feet;

N89°55'12"E a distance of 75.00 feet;

S00°01'25"E a distance of 133.00 feet to the Point of Beginning;

Said Parcel of land CONTAINING 9,967 Square Feet or 0.23 Acres, more or less.

And found on Exhibit A

**Shall be annexed to the City limits of Grand Junction.**

**INTRODUCED** on first reading on the 20<sup>th</sup> day of September 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_ 2023 and ordered published in pamphlet form.

---

Anna M. Stout  
President of the Council

ATTEST:

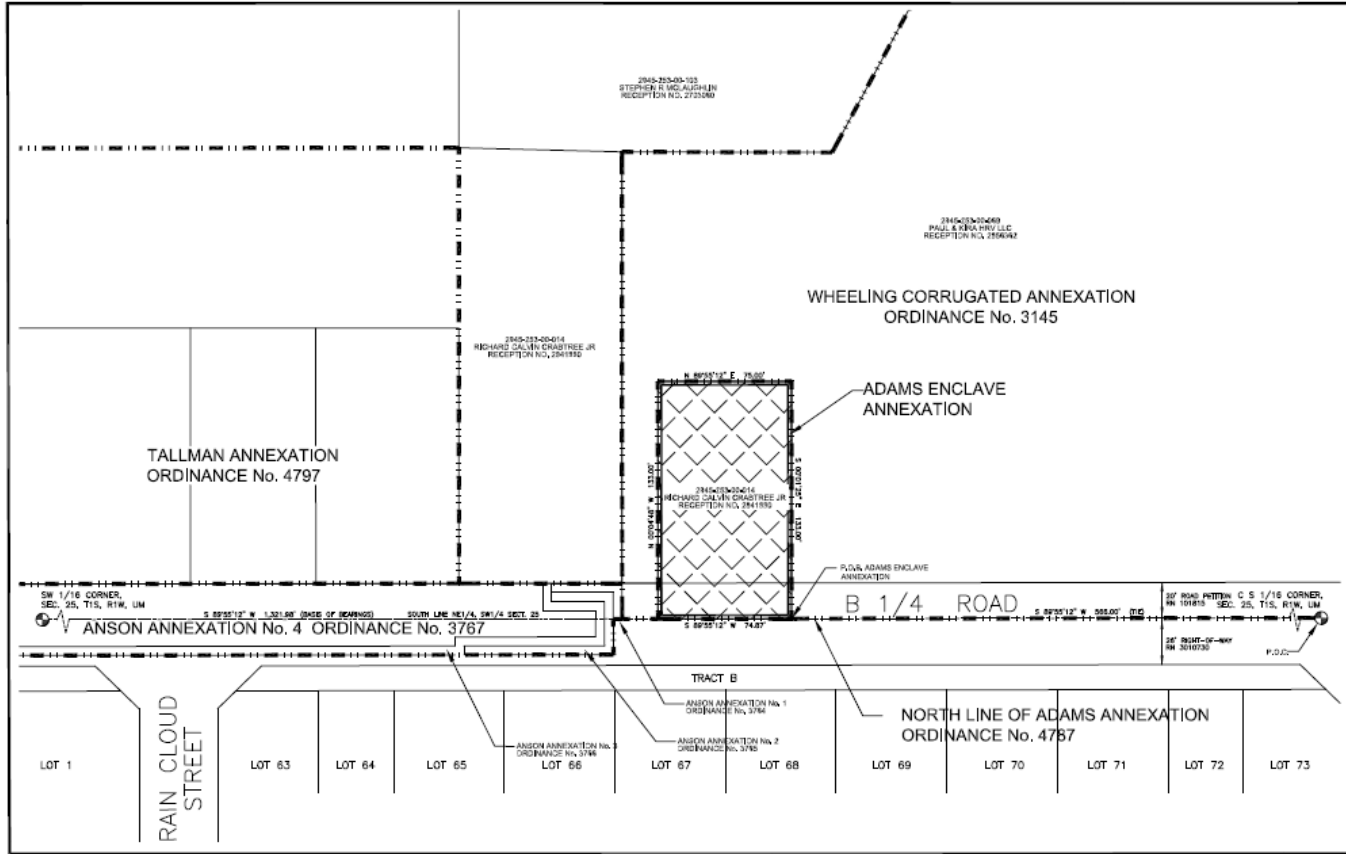
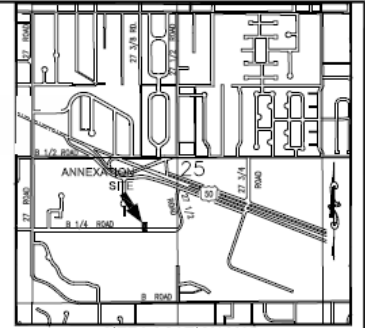
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Amy Phillips  
City Clerk

# EXHIBIT A

## ADAMS ENCLAVE ANNEXATION

Located in the NE 1/4, SW 1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



**LEGAL DESCRIPTION**  
 A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:  
 Commencing at the Center South One-Sixteenth Corner of said Section 25 between the Southwest One-Sixteenth Corner of said Section 25 North S89°55'12" W a distance of 1,521.89 feet with all other bearings and distances.  
 Thence S89°55'12" W a distance of 368.00 feet along the North line of the ADAMS ENCLAVE ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the ADAMS ENCLAVE ANNEXATION.  
 Thence S89°55'12" W, curving along said northwesterly line, a distance of 74.87 feet.  
 Thence along the following three (3) courses or BEZELINE CORRU-GATED ANNEXATION, ORDINANCE No. 3145:  
 N50°14'47" W a distance of 133.30 feet;  
 S89°55'12" W a distance of 473.30 feet;  
 S89°55'12" E a distance of 133.33 feet to the Point of Beginning.  
 Said Parcel of Land CONTAINING 0.907 Square Feet or 0.02 Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	416 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	416 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	0.907 FT <sup>2</sup>	EXISTING CITY LINES	
AREA IN ACRES	0.03		
AREA WITHIN P.L.V.	0.88 FT <sup>2</sup>		
AREA WITHIN DEEDED P.L.V.	0 FT <sup>2</sup>		
	0.00 ACRES		

SURVEY ABREVIATIONS		SQ. FT. SQUARE FEET	
P.V.C.	POINT OF COMMENCEMENT	◊	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	ARC	RADIUS
R.O.W.	RIGHT OF WAY	CHD.	ARC LENGTH
SEC.	SECTION	CHL.	CHORD LENGTH
TWP.	TOWNSHIP	BLK.	BLOCK
RNG.	RANGE	PLAT BOOK	PLAT BOOK
UTM.	UTE MERIDIAN	BLK.	BLOCK
NO.	NUMBER	PD.	PAGE
REC.	RECEPTION	HDN. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY	EFFECTIVE DATE PRELIMINARY
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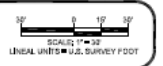
**NOTE:**  
 THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

**PRELIMINARY**  
 JOE L GREIN DATE \_\_\_\_\_  
 STATE OF CO. DRADD & P. S. NO. 38978  
 FOR HOLLAND CONSULTING ENGINEERS  
 406 HOBBS BLVD. - SUITE A  
 BRANG JUNCTION, CO. 81507

**THIS IS NOT A BOUNDARY SURVEY**

**NOTICE:**  
 ADDENDUM 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 BE 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: JAW DATE: 5/9/2023  
 DESIGNED BY: JAW DATE: 5/9/2023  
 CHECKED BY: JAW DATE: 5/9/2023



**PUBLIC WORKS ENGINEERING DIVISION**

**ADAMS ENCLAVE ANNEXATION**  
 Located in the NE 1/4, SW 1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN COUNTY OF MESA, STATE OF COLORADO

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE ZONING ADAMS ENCLAVE ANNEXATION  
TO C-2 (GENERAL COMMERCIAL) ZONE DISTRICT**

**LOCATED AT 2738 B ¼ ROAD**

Recitals:

The enclave annexation is referred to as the “Adams Enclave Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Adams Enclave Annexation consisting of 0.23 acres from County RSF-4 (Residential Single Family with a maximum density of 4 dwelling units per acre) to C-2 (General Commercial) finding that both the C-2 zone district conforms with the designation of Commercial 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 C-2 (General Commercial) zone district, 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 ADAMS ENCLAVE ANNEXATION**

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Commencing at the Center South One-Sixteenth Corner of said Section 25 whence the Southwest One-Sixteenth Corner of said Section 25 bears S89°55'12”W a distance of 1,321.98 feet with all other bearings relative thereto;

Thence S89°55'12”W a distance of 566.00 feet along the North line of the ADAMS ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the *ADAMS ENCLAVE ANNEXATION*;

Thence S89°55'12"W, continuing along said northerly line, a distance of 74.87 feet;  
Thence along the following three (3) courses of *WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145*:

N00°04'48"W a distance of 133.00 feet;

N89°55'12"E a distance of 75.00 feet;

S00°01'25"E a distance of 133.00 feet to the Point of Beginning;

Said Parcel of land CONTAINING 9,967 Square Feet or 0.23 Acres, more or less.

is hereby zoned as follows:

**The Adams Enclave Annexation is zoned C-2 (General Commercial).**

**INTRODUCED** on first reading this 20<sup>th</sup> day of September 2023 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 2023 and ordered published in pamphlet form.

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Anna M. Stout  
President of the Council

ATTEST:

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Amy Phillips  
City Clerk



## Grand Junction City Council

### Regular Session

Item #7.a.

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**Meeting Date:** October 4, 2023

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

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou

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### Information

#### **SUBJECT:**

Contract Approval for the Construction Manager - General Contractor for the Community Recreation Center

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to enter into a contract with FCI Constructors, Inc., for Construction Management/General Contractor services for construction of the new Grand Junction Community Recreation Center.

#### **EXECUTIVE SUMMARY:**

The City is scheduled to start construction of the new Community Recreation Center in 2024. The City Purchasing Division has completed the selection process for Construction Management/General Contractor (CM/GC) services and has selected FCI Constructors, Inc for this project. If approved, FCI will work with the project team, comprised of Barker Rinker Seacat Architects and Chamberlin Architects, and their full roster of engineers working in all the required trades, and the City project team to design and construct the community's first recreation center. Once contracted, FCI will develop a Guaranteed Maximum Price (GMP) that will be considered by City Council at a later date.

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

The Community Recreation Center (CRC), when constructed, will fill a major gap in the community's infrastructure by becoming the first multi-purpose indoor recreation center in Grand Junction. Most other area communities have a recreation center including Delta, Durango, Montrose, Cortez, Meeker, Fruita and Gunnison.

The 2021 Parks, Recreation and Open Space Master Plan, driven by community input

such as a statically valid mail survey, revealed that the highest priority of the community was to build a CRC. This was further confirmed by a statistically valid phone survey conducted by professors from Colorado Mesa University (CMU) in February of 2022. Following these results, the City conducted a feasibility study for a CRC in 2022. With an extensive public process and multiple opportunities for community feedback, this plan anticipates the construction and operation of an approximately 83,000 square foot facility that is planned to provide, but not be limited to, a multi-generational aquatic area with a lazy river, zero depth entry, playground and slides, a cool water lap pool, and a warm water therapy pool, a multisport gymnasium, an indoor walk/jog track, a fitness and weights area, multi-purpose meeting rooms, and other community gathering and recreation spaces. The plan was adopted by City Council in November of 2022 and led to an April 4, 2023, ballot question when voters authorized debt for construction and a .14 percent Sales Tax increase for construction, debt service, and operation of the CRC.

After the successful election and the selection of BRS - Chamberlin Architects as the Architect/Engineer to begin the process of design, the Purchasing Department released an RFP for Construction Manager - General Contractor (CM/GC) services for the new CRC.

With the CM/CG form of project delivery, the selected contractor will work with the CRC project team, which consists of City staff, and architectural and engineering consultants, throughout the project. This will begin with the design phase, where cost estimates and ultimately the guaranteed maximum price (GMP) will be established. The CM/GC will then coordinate bidding and selection of sub-consultants from the various construction trades. Finally, the CM/GC will oversee construction of the facility and the warranty management after the project is complete.

The benefits of using the CM/GC method over a design-bid-build, a method in which the total design is completed first and then bid out to contractors, is that construction cost is established and fixed during the design process. The CMGC process also transfers some of the risk from the owner to the Construction Manager. It also allows construction to start prior to final design completion, reducing the project timeline.

Other City CMGC projects have included the stadium tower and upgrade, public safety building projects, fire stations 3, 4, 6 and 8, and the Grand Junction Convention Center Remodel.

A formal Request for Proposals was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractor's Association, and to an additional list of professional firms, and advertised in the Grand Junction Daily Sentinel. Three contractors submitted formal proposals, which were found to be responsive and responsible. The name of each firm and their location are listed as follows:

<b>Firm</b>	<b>Location</b>
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FCI Constructors, Inc. Grand Junction, CO  
Milender White Newport Beach, CA  
Shaw Construction, Inc. Grand Junction, CO

An evaluation committee comprised of City staff including subject matter experts from Parks and Recreation, General Services, and Public Works thoroughly reviewed the proposals received and provided scoring and comments following the Evaluation Criteria Factors of the RFP (Responsiveness of Submittal to the RFP; Understanding of the Project and Objectives; Experience; Strategy & Implementation Plan). From that initial evaluation, the committee selected two of the three firms to move forward into the interview process:

- FCI Constructors, Inc.
- Shaw Construction, Inc.

Based upon proposals received and interviews held, FCI Constructors, Inc. was selected as the preferred proposer to move into the negotiations phase of the solicitation process. Proposed fees were based upon a currently estimated construction budget of \$54,600,000. Through the successful negotiations conducted by the Purchasing Division and the evaluation committee for both scope and pricing, the final Not to Exceed pre-construction fees for the proposed contract are \$50,000 (negotiated down from \$100,000), General Conditions fee for the proposed contract is \$2,987,933, and Overhead and Profit (OH&P) is 2.75 percent (negotiated down from 3 percent). Additionally, as part of the negotiations, FCI Constructors, Inc. has committed to put forth efforts to add an additional \$100,000 in value to the project through donation and in-kind labor from FCI and their sub-partners and other community partners.

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

**FISCAL IMPACT:**

The \$50,000 not to exceed pre-construction fees are included in the 2023 Amended Budget in the Major Projects Capital Fund that will budget and account for the CRC project. The general condition fees and guaranteed maximum price will be budgeted accordingly starting in 2024 and finishing in 2025.

**SUGGESTED MOTION:**

I move to authorize the Purchasing Division to enter into a contract with FCI Constructors Inc., to provide Construction Management/General Contractor services for the new Grand Junction Community Recreation Center construction project on negotiated terms approved by the City Manager and in a form approved by the City Attorney.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #8.a.

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**Meeting Date:** October 4, 2023

**Presented By:** Greg Caton, City Manager, John Shaver, City Attorney

**Department:** City Manager's Office

**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

A Resolution Regarding Authorization and Execution of a Public Improvements Funding Agreement by and between the Western Slope Metropolitan District, CV NG LLC and the City for financing of public improvements at or near 766 24 Road and properties identified by parcel nos. 2701-332-00-028 and 2701-332-00-027

#### **RECOMMENDATION:**

Discussion and approval of the Resolution authorizing the execution of the Public Improvements Funding Agreement attached to the Resolution.

#### **EXECUTIVE SUMMARY:**

On August 16, 2023, City Council approved Resolution 75-23 conditionally approving the Public Improvements Funding Agreement (PI Funding Agreement) for the Western Slope Metropolitan District. Because the conditions of the Resolution were not satisfied, a revised agreement has been proposed for the Council's consideration and recommended approval.

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

On August 16, 2023, City Council approved Resolution 75-23 conditionally approving the Public Improvements Funding Agreement (PI Funding Agreement) for the Western Slope Metropolitan District (District). Because the conditions of the Resolution were not satisfied, the Council will discuss a revised agreement.

With the adoption and approval of Resolution 75-23, the City Council conditionally approved the execution of the Public Improvements Funding Agreement. The conditions of that approval were that on or before 5 p.m. on September 5, 2023, the Mesa County Board of Commissioners were to provide the City Manager with written evidence of the approval by Mesa County of an intergovernmental agreement of a

County contribution of \$4,430,000 toward the Public Improvements for the District. The conditions were not satisfied.

At the October 4, 2023 City Council meeting, the City Council will consider a revised agreement that has been proposed which provides for a City contribution of \$12,300,000.00 and a County contribution of \$200,000.00 for the construction of certain public improvements. The City Council has previously adopted a Sales Tax Credit of up to 2% which will be collected as a public improvement fee (PIF) on taxable transactions occurring within the District.

**FISCAL IMPACT:**

The City Council approved the Western Metropolitan District service plan and the amendment to the City Sales Tax code creating a sales tax credit against a public improvement fee on August 16, 2023. If City Council authorizes the execution of this public improvements funding agreement, then the fiscal impact is forgoing future sales tax revenues that would only be a direct result of the development, in order to allow the generation of revenues through the PIF to fund the debt for public improvements.

For \$12.3 million in public improvements, \$16.4 million in bonds would be issued to fund the project, capitalized interest, and the debt service reserve. The debt is projected to be paid over a period of 12 years beginning in 2025 to be paid off in 2036.

After research of comparable communities, it is estimated that 12.5 percent of tax revenues will be displaced from existing businesses. This is taken into account or netted against all the following figures:

- Over the 12 year period, the total City 3.39 percent sales tax revenue estimated to be generated by the anchor tenant is \$40.2 million
- The outlets are estimated to generate another \$6 million over 12 years from the rest of the retail development.
- Only the City's 2 percent sales tax will be used (through the credit PIF) for debt service and after paying debt service, and administrative costs, the net 2 percent sales tax revenue to the City from the development is estimated at \$3.1 million over the twelve years that debt service is being paid.
- The City's .75 percent, .50 percent, and .14 percent will generate a total of \$19 million during those twelve years and will all be available and used for the specific purposes authorized by the voters.
- It is also estimated that \$1.2 million will be generated in property tax revenues during those twelve years as well.

In summary, it is estimated that as a result of the development, a net total of nearly \$23.3 million in additional revenue will be generated after the forgone revenue used for debt service of public improvements during the twelve-year period. Finally, once the debt is paid and the credit PIF expires, the annual sales tax to the City is \$4.7 million, annual property tax is \$100,000 for a total of \$65.4 million over a 20-year period

including the first 12 years.

Because Mesa County has a 2.37 percent sales tax and shares a portion with cities and towns in Mesa County (including City of Grand Junction), this development would have a significant positive fiscal impact on those communities as well as School District 51 as a property tax funded organization. For perspective, the following is provided for a 20-year period.

- Mesa County sales tax of \$61 million, property tax of \$3.2 million
- Fruita share of Mesa County sales tax \$2.6 million
- Palisade share of Mesa County sales tax \$1.8 million
- Collbran and De Beque share of Mesa County sales tax \$774,000 each
- School District 51 \$11.7 million

**SUGGESTED MOTION:**

I move to (adopt and approve/not adopt, not approve) Resolution 90-23, a Resolution Authorizing the Execution of the Intergovernmental Agreement between the City, the Western Slope Metropolitan District and VC NG LLC Regarding the Funding of Public Improvements.

**Attachments**

1. AGR-PI Funding IGA WSMD 20231002 (01083736-10)
2. RES-Authorize Execution of PI Funding Agrt 20231002

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF GRAND JUNCTION  
AND  
WESTERN SLOPE METROPOLITAN DISTRICT  
REGARDING FUNDING OF PUBLIC IMPROVEMENTS  
AND  
CV NG, LLC**

**THIS INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF PUBLIC IMPROVEMENTS** (this “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the **CITY OF GRAND JUNCTION**, a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado (the “**City**”) and the **WESTERN SLOPE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **CV NG, LLC**, a Colorado limited liability corporation (the “**Developer**”). The City, the District and the Developer may each be referred to herein separately as a “**Party**” and collectively, the “**Parties**”.

**RECITALS**

A. Consistent with the purposes for which it was organized, the District is in the process of obtaining financing for and constructing certain public improvements estimated to cost Twelve Million Five Hundred Thousand (\$12,500,000) Dollars authorized by its Service Plan approved by the City at a public hearing on August 16, 2023 (the “**Public Improvements**”).

B. The Developer owns the Property within the boundaries of the District more specifically described in Exhibit A attached hereto and incorporated herein by this reference (the “**PIF Property**”).

C. The City recognizes the need for the Public Improvements and supports the proposed issuance of Bonds by the District, which will serve an important public purpose by funding necessary Public Improvements that will support retail development in the City and thereby furthering the health, welfare and economic development of the City and its inhabitants.

D. In furtherance thereof, the City has agreed to implement the Sales Tax Credit, defined below, so that Credit PIF Revenue, defined below, will be available to repay the Bonds issued by the District to fund the Public Improvements and to pay the General Fund Costs, as defined below, (the “**City Contribution**”).

E. The legislature of the State of Colorado has adopted C.R.S. § 29-1-203 in order to authorize and enable local governments of the State of Colorado to enter into cooperative agreements, or contracts for certain specified purposes. The Parties intend this Agreement to constitute such an intergovernmental agreement as between the City and the District, and with respect to the financing and construction of the Public Improvements.

F. The County, defined below, is entering into the County Contribution IGA, defined below, with the District, pursuant to which the County will contribute \$200,000 towards the costs of the Public Improvements.

G. The City and the District desire to enter into this Agreement to establish the terms and conditions upon which the City will make the City Contribution and the District's use thereof and as to how the County Contribution is to be applied towards the cost of the Public Improvements or the reduction of the Bonds.

**NOW THEREFORE**, in consideration of the foregoing and all of the terms and conditions contained herein, the City and the District agree as follows:

### **AGREEMENT**

1. Definitions. For purposes of this Agreement, the following terms have the meanings indicated below and in the Recitals:

(a) Anchor Tenant PIF Revenues. PIF Revenue received from a single tenant or owner of property within the District occupying a vertical building within the District's boundaries in excess of 130,000 square feet.

(b) Bonds. Bonds, notes, contracts or other multiple fiscal year financial obligations issued by the District that are (i) payable from the Net Credit PIF Revenues (ii) issued within the Credit PIF Period; and (iii) issued for the purposes of (a) funding Verified Eligible Costs or (b) refunding any outstanding Bonds, and (iv) the costs of issuance of the Bonds; and the costs of organization of the District. Bonds can be senior or subordinate obligations. At the time of issuance the Bonds must be structured to a 20 (twenty) year final maturity.

(c) Bond Participants. As defined in Section 6 of this Agreement.

(d) Bond Trustee. A state or national bank or trust company in good standing located in or incorporated under the laws of the State of Colorado that is authorized to exercise trust powers, which is selected by the District to serve as bond trustee in connection with the issuance of one or more series of Bonds.

(e) Cap Amount. Twelve Million Three Hundred Thousand (\$12,300,000) Dollars in Public Improvement Costs.

(f) City Attorney. The City Attorney and his or her authorized designees.

(g) City Contribution. As defined in Recital D.

(h) City Council. The governing body of the City.

(i) City Engineer. The professional engineer designated by the City Manager to perform the obligations set forth in this Agreement.

- (j) City Manager. The City Manager and his or her authorized designees.
- (k) City Official(s). The City Manager, City Attorney, City Treasurer, City Engineer, City Planner and their authorized designees.
- (l) City Planner. The City Planner and his or her authorized designees
- (m) City Treasurer. The City Treasurer and his or her authorized designees.
- (n) Cost Certifier. As defined in Section 8.(a)(i).
- (o) County. Mesa County, a body politic and corporate of the State of Colorado.
- (p) County Contribution. As defined in Section 2.
- (q) County Contribution IGA. As defined in Section 2.
- (r) CPI Adjustment. Shall mean an adjustment to the General Fund Costs each year based on the percentage of increase determined according to the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, Denver-Aurora-Lakewood CO, All Items, Base Period 2023.
- (s) Credit PIF. The component of the PIF that will be imposed at the rate of two percent (2%) pursuant to the PIF Covenant and that will be applied to Taxable Transactions before the calculation of sales taxes occurring during the Credit PIF Period and as otherwise provided in Section 5 of this Agreement.
- (t) Credit PIF Period. As defined and more specifically set forth in Section 5(b) of this Agreement.
- (u) Credit PIF Revenues. The revenues generated from the Credit PIF, which are to be utilized by the District during the Credit PIF Period for the purpose of funding, financing, or refinancing the Verified Eligible Costs and funding General Fund Costs.
- (v) Developer. CV NG, LLC, a Colorado limited liability company.
- (w) District Accountant. The qualified person or firm engaged by the District to perform governmental accounting services for the District.
- (x) Effective Date. Means the date first written at the beginning of this Agreement.
- (y) General Fund Allocation. The total amount annually to be distributed to the District for payment of General Fund Costs from the first received Credit PIF Revenues in that year.
- (z) General Fund Costs. The costs incurred by the District, for overhead, administrative and maintenance costs that will not exceed One Hundred Thousand (\$100,000)

Dollars every fiscal year plus an annual CPI Adjustment beginning on January 1, 2025 and on January 1 every year thereafter.

(aa) Independent Engineer. An engineer experienced in cost verification engaged by the District who has not previously been engaged by the Developer and is not, during the term of this Agreement engaged by the Developer.

(bb) Net Credit PIF Revenues. The Credit PIF Revenues remaining after the cost of collection of the Credit PIF Revenues have been deducted and the distribution of the General Fund Allocation to the District for payment of General Fund Costs.

(cc) Out-lot Tenant PIF Revenues. PIF Revenue received from a single tenant or owner of property within the District occupying a vertical building within the District's boundaries less than 130,000 square feet in area.

(dd) PIF. The Credit PIF which are public improvement fees imposed by the Developer through Recordation of the PIF Covenant, the purpose of which is to contribute to the financing of the Public Improvements.

(ee) PIF Collecting Agent. The collecting agent for the Credit PIF Revenues pursuant to a PIF Collection Services Agreement as in effect from time to time as defined in the PIF Covenant.

(ff) PIF Collection Services Agreement. An agreement pursuant to which the District will contract with a PIF Collecting Agent for collection of the PIF Revenues in accordance with the terms and conditions of this Agreement.

(gg) PIF Covenant. That certain privately imposed Declaration of Covenants Imposing and Implementing the PIF to be recorded on the PIF Property in accordance with this Agreement.

(hh) PIF Property. The property that is subject to the PIF Covenant.

(ii) PIF Trustee. A state or national bank or trust company in good standing and incorporated under the laws of the State of Colorado authorized to exercise trust powers that is selected by the District, and approved by the City, and authorized to undertake the duties of the PIF Trustee as described in Section 5.(a)(iv) of this Agreement.

(jj) PIF Trustee Agreement. As defined in Section 5.(a)(iv) of this Agreement.

(kk) Public Improvements. As defined in Recital A.

(ll) Recital(s). Individually, one of the Recitals (a) through (uu) and, collectively, all of the Recitals set forth in Recitals (a) through (uu).

(mm) Record/Recorded/Recordation. The filing of an instrument in the office of the Mesa County, Colorado, Clerk and Recorder.



(nn) Refunding Bonds. Bonds issued to refund Bonds.

(oo) Revenue Fund. As defined in Section 5.(a)(v)(3) of this Agreement.

(pp) Sales Tax. The tax obligation on the sale of tangible personal property as more fully described in Section 3.12 of the Grand Junction Municipal Code.

(qq) Sales Tax Credit. The two percent (2%) credit against sales tax obligations on Taxable Transactions which the City will implement in accordance with Section 5 of this Agreement, the rate of which will be equivalent at all times during the Credit PIF Period to the rate of the Credit PIF but in no event more than two percent (2%).

(rr) Service Plan. The Service Plan for the Western Slope Metropolitan District approved by City Council by resolution on August 16, 2023.

(ss) State. The State of Colorado

(tt) Taxable Transaction. The sale of tangible personal property that is subject to City sales taxes.

(uu) Verified Eligible Costs. Eligible Costs that have been reviewed and certified as being costs incurred for the Public Improvements and as being reasonable and comparable for similar projects as constructed or incurred in the Grand Junction/Mesa County Area by the Independent Engineer or the District Accountant, as further discussed in Section 4.

2. County Contribution. The District anticipates entering into an intergovernmental agreement that obligates the County to contribute Two Hundred Thousand (\$200,000) Dollars (the “**County Contribution**”) to be used for payment of the Public Improvements or for the repayment of Bonds used to fund the Public Improvements (the “**County Contribution IGA**”).

3. Use of County Contribution. Any part of the County Contribution received by the District shall be used by the District towards the payment of the Verified Costs of the Public Improvements.

4. Acquisition, Reimbursement or Construction of Public Improvements.

(a) Public Bidding. For all Public Improvements constructed by the District, the District shall follow all statutory procurement procedures applicable to the District, including the public bidding of the construction of the Public Improvements and will award the construction contracts for the Public Improvements to the lowest reasonable and responsive bidder. In addition the District will have the Cost Certifier provide a report on the amount of the monthly costs that are Verified Eligible Costs.

(b) Acquisition and Reimbursement of Costs of Public Improvements. No public bidding will be required by the Developer for any Public Improvements funded and constructed by the Developer. Prior to acquisition of any Public Improvements funded and constructed by the Developer and prior to any reimbursement to the Developer of any costs

incurred related to the construction of the Public Improvements, the District will have the Cost Certifier provide a report on the amount of the monthly costs that are Verified Eligible Costs.

(c) Project Management Fees. Project management fees to be paid by the District on the Public Improvement costs will be negotiated between the Parties and will not exceed the amount certified by the Cost Certifier to be reasonable for the services provided.

(d) Contractor Indemnity. To the fullest extent permitted by Colorado law, for all Public Improvements constructed by the District the District shall cause contractor(s) to indemnify, defend and hold the District and the City and its affiliated entities or other persons or entities designated by the District and the City and their respective directors, trustees, officers, members, managers, agents and employees (collectively, for purposes of this definition, the “**Indemnitees**”), harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property in such amount that is represented by the degree or percentage of negligence or fault attributable to the contractor and/or its agents, representatives, subcontractors, suppliers or any person for whom the contractor is responsible. In addition, the District shall cause the contractor(s) to indemnify, defend and hold the Indemnitees harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys’ fees and costs when the same, in whole or in part, results from or arises out of (i) any claimed failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to fully perform each and every provision of this contract; or (ii) any failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to pay for all labor, materials services, suppliers and equipment, which failure of payment results in any lien, encumbrance, demand or claim being made or asserted against the Public Improvements, the work or against the Indemnitees or any surety on the Public Improvements. The foregoing indemnification shall include, without limitation, any losses suffered by the Indemnitees resulting from a failure of the contractor, its subcontractors, suppliers or any person for whom the contractor is responsible to comply with local, State or federal laws and regulations.

(e) Performance and Payment Assurances. For all Public Improvements constructed by the District the District shall cause the contractor(s) to furnish, prior to commencement of the work and at its sole cost and expense, performance and payment bonds. The purpose of such assurance is to provide a warranty on all improvements to be owned by the City or the District based upon the requirements of the City, contained in the Code or otherwise, and to assure prompt payment of all amounts lawfully due to all persons supplying or furnishing such person or such person’s subcontractors with labor, laborers, materials, rental machinery, tools, or equipment used or performed in the prosecution of work on the Public Improvements. Any assurance related to the warranty shall remain in effect until two (2) years after the date of final payment or, if to be accepted for ownership and maintenance by the City, until final acceptance by the City as provided in the City Code. All bonds shall be executed by sureties authorized to do business in the State of Colorado as listed in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each bond, security or assurance shall be accompanied by

a “Power of Attorney” authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond. If the Surety on any bond furnished by contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Colorado, contractor shall, within ten (10 ) business days thereafter, substitute another bond and Surety acceptable to the District.

5. Credit PIF Revenues. In consideration of the District’s agreement to utilize Net Credit PIF Revenues for the purposes set forth in this Agreement, the City will grant the Sales Tax Credit to taxpayers who are subject to and actually pay the Credit PIF to the PIF Collecting Agent during the Credit PIF Period in accordance with the terms and conditions of this Agreement.

(a) Implementation of Sales Tax Credit.

(i) Developer Recordation of PIF Covenant. The Developer agrees that within five (5) business days of the Effective Date of this Agreement the Developer will Record the PIF Covenant against the PIF Property.

(ii) Approval of Sales Tax Credit Ordinance. In order to implement the City’s obligation under this Agreement with respect to the Sales Tax Credit, the City Council has adopted an ordinance amending the Code provisions regarding municipal sales tax to provide for and implement the Sales Tax Credit to be effective as of the date of full execution of this Agreement and the recording of the PIF Covenant against the PIF Property. Such Sales Tax Credit shall be automatic and will apply to the applicable retailer’s first Taxable Transaction and payment of the Credit PIF Revenues to the PIF Collecting Agent. During the Credit PIF Period, the City will coordinate with the District and the Developer (i) to endeavor to assure that each retailer liable to collect and pay Sales Tax to the City on Taxable Transactions within the Property, that collects and pays the Credit PIF to the PIF Collecting Agent, will receive the Sales Tax Credit against such Sales Tax in the amount and at the rate of the Sales Tax Credit; (ii) to make any necessary modifications to the Sales Tax reporting forms for reporting with respect to the Taxable Transactions by all retailers within the PIF Property during the Credit PIF Period; and (iii) to appropriate and remit to the District any Sales Tax collections of the City that should have been part of the Sales Tax Credit, but were not collected by the PIF Collecting Agent due to the Department of Revenue’s timing of implementation of the Sales Tax rate change for any retailer or any other reason. The transaction and payments supporting the Sales Tax Credit for any given period will nevertheless be subject to audit to the same extent, for the same limitations periods and in the same manner as the items which are required to be reported on the taxpayer’s return relating to the period in which the transaction occurs.

(iii) Cap Amount. The City has established the Cap Amount based upon a review of the estimated Verified Eligible Costs for the Public Improvements that is representative of its costs. The Cap Amount may only be amended by an Amendment of this Agreement pursuant to Section 27.

(iv) PIF Trustee and Bond Trustee. The District will appoint a PIF Trustee (the “**PIF Trustee**”) who will perform the duties set forth in this Agreement and in an agreement (the “**PIF Trustee Agreement**”) that will be executed by the PIF Trustee and the District. After the issuance of any Bonds payable from the PIF Revenues, the PIF Trustee shall

serve as Bond Trustee for such Bonds, or the District may appoint a different entity to serve as Bond Trustee, with the consent of the City. The Bond Trustee's duties shall be set forth in an indenture (the "**Indenture**") executed by the Bond Trustee and the District, which Indenture shall contain the provisions required in this Agreement and shall be subject to approval by the City prior to its execution or amendment. The PIF Trustee Agreement shall provide, without limitation, the following minimum provisions, unless any such provisions are waived in writing by both the District and the City:

(1) Prior to the issuance of any Bonds, the PIF Trustee shall receive all Credit PIF Revenues from the PIF Collecting Agent and shall distribute the General Fund Allocation to the District and hold all Net PIF Revenues in a segregated account;

(2) The Net PIF Revenues shall be invested by the PIF Trustee as directed by the District and in accordance with applicable law;

(3) The PIF Trustee shall keep accurate books and records of all deposits of all Net PIF Revenues and investment earnings thereon, which books and records shall be available for inspection during regular business hours by the District and the City;

(4) The PIF Trustee Agreement shall not be amended with respect to the duties of the PIF Trustee's administration of the Net PIF Revenues without the prior written consent of the City; and

(5) Upon the issuance of Bonds payable in whole or in part from Net PIF Revenues and all moneys on deposit with the PIF Trustee shall be transferred to the Bond Trustee, if a different entity than the PIF Trustee, in accordance with the terms and provisions of the Indenture. Thereafter, all Net PIF Revenues will be deposited, invested and distributed in accordance with the terms and provisions of the Indenture.

(v) Indenture Provisions. Each Indenture authorizing the issuance of Bonds shall provide, without limitation, the following minimum provisions, unless such provisions are waived in writing by the District and the City:

(1) The net proceeds from all Bonds, except Refunding Bonds, (after paying costs of issuance, satisfying required deposits to debt service reserve funds, etc.) shall be deposited in a project fund, or similar fund established under the Indenture (hereinafter referred to as the "**Project Fund**"), and disbursed by the Bond Trustee upon proper requisitions received by the Bond Trustee from the District. Such requisitions shall set forth, at a minimum, the amount of District Bond proceeds being expended on Public Improvements;

(2) After all of the moneys on deposit in the Project have been disbursed in accordance with the Indenture, the Bond Trustee shall determine, based solely on the requisitions received from the District, the actual amount of Bond proceeds spent on Verified Eligible Costs, without including any investment earnings thereon (the "**Final Allocation of Proceeds**"). The Bond Trustee shall submit a written copy of the Final Allocation of Proceeds to the District and to the City;

(3) All Net Credit PIF Revenues, shall be distributed by the PIF Collecting Agent to the Bond Trustee with a report as to the source of the PIF Revenue as being from either the Anchor Tenant (“**Anchor Tenant PIF Revenues**”) or from the Out-lot Retailers (“**Out-lot PIF Revenues**”) and shall be deposited by the Bond Trustee in a revenue fund or similar fund created under the Indenture (hereinafter referred to as the “**Revenue Fund**”);

(4) The Indenture shall create or establish a debt service fund or similar fund (hereinafter referred to as the “**Debt Service Fund**”) to be used to make debt service payments on outstanding Bonds as the same become due;

(5) On or prior to each debt service payment date, the Bond Trustee shall determine the amount required to be transferred from the Revenue Fund to the Debt Service Fund to make the debt service payments on Bonds. The Bond Trustee shall transfer from the Revenue Fund to the Debt Service Fund an amount necessary to pay the debt service requirements on the Bonds then coming due as provided in the Indenture. The sums transferred from the Revenue Fund to the Debt Service Fund shall first be assumed to be from Anchor Tenant PIF Revenues and then from Out-lot PIF Revenues;

(6) On December 22nd of each year, the Trustee will transfer any funds remaining in the Revenue Fund from Anchor Tenant PIF Revenues, if any to be used for prepayment of principal on the Bonds, after moneys on deposit in the Revenue Fund have been used for the payment of that year’s annual debt service requirements on outstanding Bonds that have a senior lien on the Revenue Fund and for (i) the replenishment of a reserve fund created for the security of Bonds; (ii) the funding of a surplus fund, if any; and (iii) the payment of debt service on any subordinate Bonds;

(7) On December 22nd of each year, the Trustee will transfer any funds remaining in the Revenue Fund from Out-lot PIF Revenues, if any, to the City, after moneys on deposit in the Revenue Fund have been used for the payment of that year’s annual debt service requirements on outstanding Bonds that have a senior lien on the Revenue Fund, as needed and for (i) the replenishment of a reserve fund created for the security of Bonds, as needed and; (ii) the funding of a surplus fund, as needed and if any; and (iii) the payment of debt service on any subordinate Bonds, as needed and if any;

(8) The Indenture shall provide that the sections thereof implementing the terms of this Agreement may not be amended without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed;

(9) The Indenture shall provide that no additional Bonds may be issued unless the District is in substantial compliance with all indentures authorizing the issuance of additional Bonds; and

(10) The Indenture shall provide that the District and the City have the right to inspect the books and records of the Bond Trustee during regular business hours.

(b) Duration of Credit PIF Period. The Credit PIF Period will commence for the Credit PIF on the date that the Sales Tax Credit becomes effective. The Credit PIF will

continue until the District's repayment in full of all of Bonds issued for the purpose of financing, refinancing or reimbursing the Verified Eligible Costs, including any re-financing or re-issuance thereof, which net proceeds do not exceed the Cap Amount. At the time of issuance of any Bonds, the District may request an extension of the Credit PIF Period if an extension of the Credit PIF Period is anticipated to result in a lower interest or other favorable terms for issuance of Bonds. The City will thereafter consider, but not be obligated to approve, an extension of the Credit PIF Period. No extension of the Credit PIF Period shall be effective unless approved by the City Council, and any such permitted extension of the Credit PIF Period will be memorialized by the recording of a supplement to the PIF Covenant in the office of the Clerk and Recorder for Mesa County, extending the duration of the Credit PIF.

(c) Disposition of Funds at the Termination of the Credit PIF Period. At the termination of the Credit PIF Period and after all Bonds are no longer outstanding under the terms of their respective indentures, if there are Credit PIF Revenues remaining on deposit with the Bond Trustee, the Bond Trustee shall remit all remaining Credit PIF Revenues to the District to be used to process the dissolution of the District and then to the City.

(d) Collection of PIF Revenues. The PIF Covenant requires the engagement of a PIF Collecting Agent. As more particularly set forth in a PIF Collection Services Agreement, the PIF Collecting Agent will be designated to receive the PIF Revenues on behalf of the District, to collect the PIF Revenues from retailers within the District's boundaries and remit all of the PIF Revenues, less the General Fund Allocation, to the PIF Trustee (prior to the issuance of Bonds) or to the Bond Trustee (while any Bonds payable from PIF Revenues remain outstanding). Following the City's adoption of a Sales Tax Credit ordinance as contemplated in Section 5 of this Agreement, the District and the PIF Collecting Agent will enter into a PIF Collection Services Agreement in a form mutually acceptable to the Parties.

(e) The District's Use of PIF Revenues. The District will cause the Public Improvements to be constructed prior to expiration of the Credit PIF Period using net Bond Proceeds up to the Cap Amount. Subject to and pursuant to the provisions of this Agreement, the District may use Net Credit PIF Revenues for costs related to the issuance of Bonds and repayment of Bonds, as set forth in the indentures or agreements, as applicable, authorizing the issuance of and the security for Bonds, and for cash disbursements associated with and directly related to the design and construction of Public Improvements and payment or repayment of Verified Eligible Costs up to the Cap Amount.

(f) Audits. Within thirty (30) days of completion, but not later than August 15 of each year during the Credit PIF Period, the District will provide to the City copies of its annual audit reports, year-end financial reports for the preceding fiscal year and budget for the current fiscal year, and will provide such other and additional information as reasonably requested by the City regarding the use of the PIF Revenues. Upon reasonable notice, the City will have the right at its own expense to audit the District's books and records and the PIF Trustee's and Bond Trustee's books and records, and the District will have the right at its own expense to audit the City's books and records and the Bond Trustee's books and records, related to their respective obligations under this Agreement, including, but not limited to, the Public Improvements, the Sales Tax Credit and the Credit PIF Revenues, other District debt obligations and the District's use of the Credit PIF Revenues. Nothing herein or elsewhere, however, shall

obligate the City to furnish to the District confidential information that the City has obtained from the State or elsewhere.

(g) Audit of Retailers; Enforcement. Pursuant to the PIF Covenant, any person or entity who engages in a Taxable Transaction is subject to audit by the City or the District regarding Taxable Transactions that are subject to the PIF. The City and the District acknowledge that it is their intent to minimize their respective administrative costs and the administrative burdens imposed upon retailers within the District and agree that, in the event one of the Parties exercises its right to audit the Taxable Transactions of a retailer within the Public Improvements, it will provide the other party with the opportunity to cooperatively participate in such audit upon payment of fifty-percent (50%) of the audit costs, provided that such retailer provides its written consent to such cooperative audit to the extent such consent is required under the terms and conditions of the PIF Covenant or applicable law.

(i) If the PIF Collecting Agent is unable to collect all or any portion of the Credit PIF due to delinquency, deficiency, or failure to file, such that the Sales Tax Credit is not received for any Taxable Transaction, the PIF Collecting Agent will notify the District of such fact. Upon receipt of any such notice, the District may, in addition to exercising all of its remedies under the PIF Covenant or otherwise, notify the City in writing and the City may, in its sole discretion, institute the procedures authorized under the Code to enforce and collect the corresponding Sales Tax, together with any applicable interest, penalties and/or costs. The City will then remit any such collected tax revenues to the District, subject to annual appropriation of the payment of such tax revenues by the City Council and subject to the further following conditions: (i) the City will be entitled to retain an amount equal to its costs incurred in enforcing its collection of taxes under the Code, as well as an administrative fee equal to ten percent (10%) of any tax and one hundred percent (100%) of any penalty and/or interest actually collected; (ii) the City does not guarantee or ensure that it will be able to collect any delinquent or deficient Credit PIF amounts; and (iii) under no circumstances will the City be subject to any legal liability to the District, the Developer, or any Bond Participant on account of the City's failure to collect some or all of the delinquent or deficient Credit PIF obligations on behalf of the District or any Bond Participant. If the person or entity who failed to timely pay such Credit PIF subsequently remits the Credit PIF, such payment will result in the application of the Sales Tax Credit against such person or entity's tax obligation, which Sales Tax Credit will fully satisfy any corresponding liability to the City for unpaid sales or use tax. In such circumstances, the City will nevertheless be entitled to recover its administrative fee and any costs incurred in the enforcement and recovery of such Credit PIF Revenues.

(h) On an ongoing basis, the City, Bond Trustee, the District and the Developer will reasonably cooperate to implement the terms of this Agreement as they relate to application of the PIF, the Sales Tax Credit or otherwise implementing the Credit PIF Revenues commitment with respect to internet sales, mail order sales, and other similar transactions occurring within the Property (such as transactions deemed to have occurred within the Property because delivery is made within the Property) and which otherwise would be subject to the City's Sales Tax, including implementation of a means of the City accounting for the occurrence of such transactions and Sales Tax receipts derived therefrom, to the extent possible, it being understood that such transactions are a growing trend and that the means for adequately

identifying, tracking and collecting Sales Tax and Credit PIF Revenues from such transactions may not presently be adequate but are expected to improve over time.

6. Legal Opinions. The District shall issue Bonds and the District, the District counsel, and the Bond Trustee (“**Bond Participants**”) will rely on the Parties’ commitments as set forth herein in connection with issuance and marketing of Bonds. Accordingly, each Party affirms and warrants for the benefit of the other Parties and the Bond Participants that it is fully authorized to enter into and execute this Agreement, that all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize its execution of this Agreement have been made, and that this Agreement is enforceable against such Party in accordance with its terms and conditions. Each of the Parties hereby covenants that it will not assert in any context that the performance of its obligations hereunder is not fully enforceable. On or prior to the seventh day after the Effective Date, the District and the Developer will deliver an opinion of their respective outside counsel addressed to the other Parties to this Agreement, which opinion will state in substance that, assuming this Agreement has been duly authorized, executed and delivered by the other Parties hereto, this Agreement constitutes a valid and binding agreement of such Party enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors’ rights generally and subject to the application of general principles of equity. The Developer’s counsel will provide a similar opinion concerning the PIF Covenant at the time the PIF Covenant is recorded. Such opinions may also contain additional exceptions or qualifications as are agreed to in writing by the City and the District. In connection with the issuance of any Bonds and at the District’s cost and expense, upon at least thirty (30) days’ written notice to the City by the District, counsel to the City will provide the District with an opinion letter which will state in substance that, assuming this Agreement has been duly authorized, executed and delivered by the other Parties hereto, this Agreement constitutes a valid and binding agreement of the City enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors’ rights generally and subject to the application of general principles of equity and that the ordinance authorizing the Sales Tax Credit was validly adopted and remains in full force and effect at the time of the issuance of any Bonds. From time to time, a Party to this Agreement may otherwise request a new opinion from the other Parties’ counsel at such requesting Party’s cost and expense.

7. Third Party Beneficiary; Assignment. The Parties hereby express their intent and agreement that the Bond Participants will be made third-party beneficiaries of the City’s obligations under this Agreement with respect to implementation of the Sales Tax Credit and the District’s right to receive the Credit PIF Revenues. Additionally, the District will be entitled to assign its rights to receive the Net Credit PIF Revenues to the Bond Trustee in connection with the issuance of Bonds to finance Public Improvements. The District will provide prompt written notice to the City of any such assignment upon execution and delivery thereof.

8. Payment of Verified Eligible Costs.

(a) Verification of Incurred Costs.

(i) Developer Incurred Public Improvement Costs. The Developer has incurred eligible costs prior to the organization of the District in anticipation of this



Agreement and may continue to incur eligible costs in anticipation of the future issuance of Bonds by the District. The Developer may be reimbursed from the proceeds of Bonds so long as the eligible costs have been verified by the District Accountant, Independent Engineer or other independent third-party reviewer approved by the District (collectively, the “**Cost Certifier**”) as Verified Eligible Costs. The Developer shall provide to the District as built drawings for any completed Public Improvements that are not accepted for ownership and maintenance by the City; lien waivers and indemnifications, if appropriate, from each contractor, consultant and vendor, verifying that all amounts due has been paid in full, in a form acceptable to the District; copies of all contracts, pay requests, change orders, invoices, approved by the Independent Engineer, or District Accountant, as appropriate, and any other requested documentation to verify the amount requested; and an executed Bill of Sale conveying the Public Improvements to the District in form acceptable to the District and, if applicable, the City. The District shall work with the District Accountant, the Independent Engineer, or other Cost Certifier to have prepared a certification of the Verified Eligible Costs. The District’s obligation to repay the Verified Eligible Costs, plus interest thereon, to be accrued at the same interest rate on the Bonds issued from which the Verified Eligible Costs, will be repaid, from the date of expenditure through the date of repayment. The payment of interest shall not count against the Cap Amount as it is a cost of financing to be paid in addition to the Cap Amount.

(ii) District Incurred Eligible Costs.

(1) The District shall incur eligible costs and shall receive funding for Verified Eligible Costs, plus interest as set forth above, from the net proceeds of Bonds in an amount which shall not exceed the Cap Amount.

(2) The District acknowledges that the total amount of Verified Eligible Costs to be paid from Credit PIF Revenues during the Credit PIF Period shall not exceed the Cap Amount. Therefore, the District shall provide an accounting of all Verified Eligible Costs paid directly from Credit PIF Revenues and from the net proceeds of spent on Verified Eligible Costs. The District shall provide the City, upon the City’s written request, the complete reports, reports related to the Verified Eligible Costs and all backup documentation related to the Verified Eligible Costs paid from Net Credit PIF Revenues during the Credit PIF Period. The District shall retain all reports and documentation related to the Verified Eligible Costs until the end of the Credit PIF Period.

9. Default by City. A “breach” or “default” by the City under this Agreement will be defined as the City’s failure to fulfill or perform any express material obligation of the City stated in this Agreement.

10. Default by the Developer and the District; No Cross-Defaults. A “breach” or “default” by the Developer or the District will be defined as such Party’s failure to fulfill or perform any express material obligation of that Party stated in this Agreement. No default or breach by the Developer or the District of any obligation of that Party under this Agreement will be construed as or constitute a default or breach of any other Party or constitute a basis for the City to assert or enforce any remedy against any Party other than the particular Party whose action or failure to act constitutes or gives rise to the default or breach. No default or breach by the Developer or the District of any obligation of that Party arising under any agreement other

than this Agreement will be construed as or constitute a default or breach of this Agreement or constitute a basis for the City or the City to assert or enforce any remedy against any Party under the terms of this Agreement. No default by any Party to this Agreement in the performance of any obligation of that Party under this Agreement will constitute or be deemed to constitute a default of any obligation of that Party under any other agreement or to excuse the performance by any other Party under any other agreement to which that Party is a party.

11. Notices of Default. In the event of a default by any Party under this Agreement, the non-defaulting Party will deliver written notice to the defaulting Party of the default, at the address specified in this Agreement (as may be amended from time to time), and the defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the defaulting Party will have a reasonable period of time given the nature of the default following the end of the 30-day period to cure the default, provided that the defaulting Party is at all times within the additional time period actively and diligently pursuing the cure. Any claim for breach of this Agreement brought before the expiration of the applicable cure period will not be prosecuted by the non-defaulting party until the expiration of the applicable cure period and will be dismissed by the non-defaulting party if the default is cured in accordance with this Section.

12. Remedies. If any default under this Agreement is not cured as described in Section 11 of this Agreement, the non-defaulting Party will have the right to enforce the defaulting Party's obligations hereunder by an action for injunction or specific performance or, if the defaulting Party is the City or the District, by an action for mandamus. In no event may the City interfere with, terminate, or suspend the District's receipt of the General Fund Allocation during the Credit PIF Period.

13. Amendment of this Agreement.

(a) Written Amendment Required. Except as otherwise set forth in this Agreement, this Agreement may only be amended, terminated or superseded by mutual consent in writing of each of the Parties hereto.

(b) Effectiveness and Recordation. Any such written amendment will be effective upon the later to occur of (i) execution by all required Parties or (ii) the effective date of the District's resolution approving such amendment.

14. Attorneys' Fees. In the event any litigation or legal proceeding arises between the Parties out of this Agreement and is prosecuted to final judgment, then prevailing party will be entitled to recover all of its reasonable costs and expenses incurred in connection with such litigation, including attorneys' fees from the non-prevailing party.

15. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Parties hereto, and nothing contained in this Agreement will be construed as making the Parties joint venturers or partners.

16. Colorado Governmental Immunity Act. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by the law to the City, City Officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by the law to the District, District Officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended.

17. Reimbursement of City Costs. The Developer and the District shall be jointly and severally responsible for reimbursement of any and all reasonable and necessary costs incurred by the City in the preparation of this and any other actions to be taken by the City or its outside lawyers or consultants to exercise its responsibilities or protect its rights under this Agreement.

18. Waiver. No waiver of one or more of the terms of this Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

19. Findings. The City hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety, and general welfare of the citizens of the City and the provisions of this Agreement are consistent with the Comprehensive Plan and development laws, regulations, and policies of the City. The District Board finds that this Agreement is in the best interests of the District and its taxpayers.

20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining or substantially deprive such Party of the benefit of its bargain under this Agreement. The Parties will cooperate in reforming this Agreement to the extent required to most fully effect the intent of any such invalid, void or unenforceable term, provision, covenant or condition.

21. Further Assurances. Each Party will execute and deliver to the others all such other further instruments and documents as may be reasonably necessary or requested by another Party to confirm or clarify the intent of the provisions of this Agreement, and to carry out and effectuate this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of their rights and privileges under this Agreement.

22. Authority. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

23. Notices. All notices, demands and requests required or permitted to be given under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt, if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to the District:

Western Slope Metropolitan District  
c/o McGeady Becher P.C.  
450 East 17th Ave. Suite 400  
Denver, CO 80203  
Attn: Legal Notices  
E-Mail: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

With a copy to:

McGeady Becher P.C.  
450 East 17th Ave. Suite 400  
Denver, CO 80203  
Attn: Legal Notices  
E-Mail: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

If to the Developer:

Mark Goldberg  
Goldberg Properties Inc  
5415 Sunset Drive  
Bow Mar, Colorado 80123  
[mgoldberg@goldbergprop.com](mailto:mgoldberg@goldbergprop.com)

Brian Litke  
The Nichols Partnership  
1644 Platte St.  
Suite 130  
Denver, CO 80202  
[blitke@nicholspartnership.com](mailto:blitke@nicholspartnership.com)

Randy Nichols  
The Nichols Partnership  
1644 Platte St.  
Suite 130  
Denver CO 80202  
[michols@nicholspartnership.com](mailto:michols@nicholspartnership.com)

With a copy to:

Foster Graham Milstein and Calisher, LLP  
360 South Garfield Street, Suite 600  
Denver, CO 80230  
Attn: David Foster  
[E-Mail: david@fostergraham.com](mailto:david@fostergraham.com)

If to the City:

Grand Junction City Manager  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: Greg Caton  
E-mail: [gregc@gjcity.org](mailto:gregc@gjcity.org)

With a copy to:

Grand Junction City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attn: John Shaver  
E-Mail: [johns@gjcity.org](mailto:johns@gjcity.org)

24. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado. Venue for any action arising out of or under this Agreement shall be in Mesa County, Colorado.

25. Recitals. The Recitals to this Agreement are incorporated herein by reference.

26. Modification. This Agreement may be amended, modified, or terminated at any time by a writing executed by the Parties hereto. After issuance of the Bonds, this Reimbursement Agreement may not be amended without either an opinion obtained from the District's Bond Council confirming that such amendment will not materially affect any Bondholder or the consent of the District Bond Trustee, if required by the documents pursuant to which the Bonds are issued.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

28. No Debt or Financial Obligation of the City. Nothing in this Agreement creates any debt or other multiple-fiscal year financial obligation of the City.

**CITY OF GRAND JUNCTION**, a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado

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

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_

**WESTERN SLOPE METROPOLITAN DISTRICT**, a political subdivision and public corporation of the State of Colorado

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

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

Attest:

\_\_\_\_\_  
Secretary

**CV NG, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Its: President  
Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Intergovernmental Agreement Regarding Funding Public Improvements was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, LLC, a Colorado limited liability company.

Witness my hand and official seal.

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

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

**EXHIBIT A**

Legal Description of the PIF Property

DRAFT



**CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. \_\_23**

**A Resolution Authorizing the Execution of the Intergovernmental Agreement between the City of Grand Junction, the Western Slope Metropolitan District and CV NG, LLC Regarding the Funding of Public Improvements (the “PI Funding Agreement”).**

A. The City of Grand Junction, Colorado (the “**City**”) is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado.

B. Consistent with the purposes for which it is being organized, the District will be proceeding with the issuance of Bonds upon its organization to fund certain public improvements estimated to cost Twelve Million Three Hundred Thousand (\$12,300,000) Dollars authorized by its Service Plan approved by the City at a public hearing on August 16, 2023 (the “**Public Improvements**”).

C. CV NG, LLC (the “**Developer**”) intends to impose public improvement fees on certain sales and provisions of tangible personal property occurring within property within the boundaries of the District (the “**PIF Property**”) to contribute to the financing of public improvements within the City (the “**Public Improvement Fees**” or “**PIF**”); and

D. The obligation to impose the Public Improvement Fees shall be set forth in a Declaration of Covenants Imposing and Implementing the PIF to be recorded against the PIF Property by the Developer (the “**PIF Covenant**”); and

E. The City recognizes the need for the Public Improvements and supports the proposed issuance of Bonds by the District, which will serve an important public purpose by funding necessary Public Improvements that will support retail development in the City and thereby furthering the health, welfare and economic development of the City and its inhabitants.

F. In furtherance thereof, the City has amended its Sales Tax Ordinance to implement the Sales Tax Credit, defined in the PI Funding Agreement, so that Credit PIF Revenue, defined in the PI Funding Agreement, will be available to repay the Bonds issued by the District to fund the Public Improvements, and to pay the General Fund Costs, as defined in the PIF Funding Agreement (the “**City Contribution**”).

G. The legislature of the State of Colorado has adopted C.R.S. § 29-1-203 in order to authorize and enable local governments of the State of Colorado to enter into cooperative agreements, or contracts for certain specified purposes. The City intends the PI Funding Agreement to constitute such an intergovernmental agreement as between the City and the District, and with respect to the financing and construction of the Public Improvements.

H. A form of the PI Funding Agreement is on file with the City Clerk.

I. The City Council finds the approval of the PI Funding Agreement to be in the best interests of the citizens of the City.

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

Section 1. Approval of the PI Funding Agreement. The form of the PI Funding Agreement currently on file with the City Clerk is incorporated herein by reference and is hereby approved, in substantially the form on file with the City Clerk with such changes as are not inconsistent herewith and as are hereafter approved by the City Manager. The City shall enter into and perform its obligations under the PI Funding Agreement. The City Manager and City Clerk are hereby authorized and directed to execute the PI Funding Agreement and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The PI Funding Agreement shall be executed in substantially the form approved at this meeting.

Section 2. Rescission of Prior Inconsistent Resolution(s). All prior Resolution(s) or any parts thereof, to the extent that inconsistent with this Resolution, are hereby rescinded.

Section 3. Effective Date. This Resolution shall be effective as of October 4, 2023.

Section 4. Disposition. This Resolution shall be filed in the records of the City.

**PASSED, ADOPTED AND APPROVED** this 4<sup>th</sup> day of October 2023.

**CITY OF GRAND JUNCTION, COLORADO**

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

Anna M. Stout  
President of the City Council

**ATTEST:**

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

Amy Phillips  
City Clerk