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**CITY COUNCIL AGENDA  
WEDNESDAY, APRIL 17, 2024  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

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

**Proclamations**

Proclaiming April 26, 2024 as Arbor Day in the City of Grand Junction

**Appointments**

To the Parks and Recreation Advisory Board

**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, April 17, 2024 or 4) submitting comments [online](#) until noon on Wednesday, April 17, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**Interim 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 April 1, 2024 Workshop
- b. Minutes of the April 3, 2024 Regular Meeting

## **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Authorizing a 25-Year Lease of City Property Located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC, and Setting a Public Hearing for May 1, 2024
  - ii. Introduction of an Ordinance Amending Title 21 Zoning and Development Code to Modify and Clarify Various Provisions Relating to Application Outreach Meetings, Extension of Approvals, Termination of Conditional Use Permits, Mixed-Use Downtown Dimensional Standards, Side Setbacks Abutting Residential in Mixed-Use and Industrial Zone Districts, Retail Sales in Industrial Zones, Dwelling Units - Single-Family Detached, Cottage Courts, and Tiny Homes as Uses, Home Occupations, and Density Measurements and Setting a Public Hearing for May 1, 2024.
  - iii. Introduction of an Ordinance Authorizing a Lease Agreement for Certain City Land for a Fleet Maintenance Facility, and Setting a Public Hearing for May 1, 2024
- b. Quasi-judicial
  - i. Introduction of an Ordinance Zoning Approximately 0.11 Acres to RM-8 (Residential Medium – 8 Dwelling Units per Acre) for the Five Star Annexation, Located East of the Northern End of Allyce Avenue in the Birks Blue Subdivision, and Setting a Public Hearing for May 1, 2024

## **3. Agreements**

- a. 22 1/2 Road and Greenbelt Drive Sidewalk and Drainage Improvements Project Memorandum of Understanding with Mesa County and School District 51

## **4. Procurements**

- a. Contract for Anaerobic Digester Cleaning Services at Persigo Wastewater Treatment Facility

- b. Community Recreation Center Architect/Engineer Services - Additional Scope Change Order #1
- c. Authorize Design-Build Contract to Construct the Hawthorne Bike Park

## 5. Resolutions

- a. A Resolution Appointing Andrea Phillips as Interim City Manager and Ratifying the April 3, 2024, Contract Terms
- b. A Resolution Accepting the Instrument of Release By and Between the FAA and GJRAA and Accepting the Conveyance of 27 1/4 Right of Way by Special Warranty Deed
- c. A Resolution Acknowledging Defense of Officers Matt Parks, Chris Wilson, Tim Janda, and Arnold Naik, in Civil Action No. 23-Cv-01459-GPG-SBP

## REGULAR AGENDA

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

## 6. Resolutions

- a. A Resolution Adopting and Approving the Second Amendment to the 1998 Intergovernmental Agreement, as Amended, Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System

## 7. Public Hearings

- a. Quasi-judicial
  - i. An Ordinance Vacating Approximately 0.32 Acres of Ferree Drive Right-of-Way, Located North of Broadway (Hwy 340) on the Southeastern Portion of Ferree Drive
  - ii. An Ordinance Approving a Rezone of Approximately 0.43 Acres from I-2 (Industrial General) to CG (Commercial General) Located at 739 3rd Avenue
  - iii. An Ordinance Amending Ordinance 4991 Concerning the City - Las Colonias Development Corporation Master Lease and the Second Amendment thereto for Purposes of Amending the Description of Site

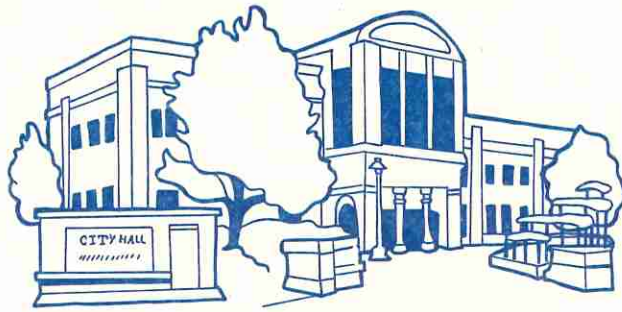
M for the Purpose of Facilitating the Development of Oak Star Bank  
on Site M at the Las Colonias Business Park

**8. 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.*

**9. Other Business**

**10. Adjournment**



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** trees are an important natural resource asset to the City of Grand Junction, State of Colorado, providing cooling shade, filtering air pollution, improving water quality, shielding properties from storms, and providing oxygen for the air we breathe; and
- Whereas,** trees increase property values, enhance the economic vitality of business areas, and enhance the beauty of the City of Grand Junction, with various forms, textures; and
- Whereas,** providing residents with a closer connection to nature through an urban tree canopy has been linked to improved mental and physical health, better social cohesion, and crime reduction; and
- Whereas,** all citizens of Grand Junction, now and in the future, will benefit from the planting of trees, and the services provided by our current canopy of over 57,000 public trees as a living component of our City's green infrastructure; and
- Whereas,** the City of Grand Junction has officially declared the 27<sup>th</sup> day of April as Arbor Day and the City will be celebrating with the distributions of tree seedlings, widespread tree planting, and educational opportunities for citizens about the care and benefits of trees; and
- Whereas,** the City of Grand Junction has been recognized as a Tree City USA for forty consecutive years by The National Arbor Day Foundation and desires to continue its tree-planting ways.

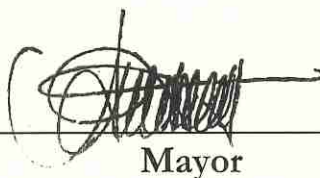
**NOW, THEREFORE,** I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 27, 2024 as

## *"Arbor Day"*

in the City of Grand Junction and encourage all community members to support our City's Urban Forestry Program and to participate in this effort by planting a tree for a better future.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17<sup>th</sup> day of April 2024.

  
\_\_\_\_\_  
Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** April 17, 2024  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Parks and Recreation Advisory Board

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Parks and Recreation Advisory Board.

**EXECUTIVE SUMMARY:**

There are two full-term vacancies on the Parks and Recreation Advisory Board.

**BACKGROUND OR DETAILED INFORMATION:**

Lilly Grisafi and Gary Schroen have terms expiring June 30, 2024. Gary Schroen is term limited.

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendation to the Parks and Recreation Advisory Board.

**Attachments**

None

## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY** **April 1, 2024**

**Meeting Convened:** 5:32 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, 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, Utilities Director Randi Kim, Parks and Recreation Director Ken Sherbenou, Engineering and Transportation Director Trent Prall, Housing Manager Ashley Chambers, Police Chief Matt Smith, City Clerk Amy Phillips, and Deputy City Clerks Krystle Koehler and Selestina Sandoval.

### **1. Discussion Topics**

#### **a. Whitman Design Update**

Parks and Recreation Director Ken Sherbenou along with James Palmer and Greg White representing DTJ Design introduced this item. They reported that Whitman Park renovation is a project in the Parks, Recreation and Open Space (PROS) Master Plan. A Request for Proposals (RFP) was issued following 2024 budget approval that included \$150,000 for the design of Whitman Park. After evaluation of proposals and interviews, the design team led by DTJ was chosen as the vendor given their extensive experience in similar projects, their ability to reimagine community spaces, their expertise in placemaking, and their comprehensive team that includes many locals in a wide variety of trades. On April 1 and 2 the first phase of public engagement was to include a Council workshop, focus groups, and a community forum. A survey has been launched and will be promoted at the meetings to achieve a strong response rate. To date the survey has received 400 responses. One of the focus groups includes a meeting with the Parks and Recreation Advisory Board (PRAB). This first phase will focus on engaging the community to understand what is most needed regarding park use. This will be done through image voting to help outline priorities, the testing of previous input and ideas from the PROS plan, including previous concept designs, and the presentation of examples from communities across Colorado and beyond. This input will then be analyzed, and it will drive the resultant concepts for a renovated Whitman Park.

The next phase of in-person public engagement is slated for May 13 and 14, where the community will have an opportunity to provide input on the concepts, each of which will include rough order of magnitude cost estimates. A preferred concept will emerge that will then be further defined to a schematic level of design including detailed cost estimates for consideration for construction funding. PRAB, following several meetings with the designers, is expected to make a recommendation at the end of this process to the City Council regarding this project.

Other methods of public engagement throughout the entire process are planned to include collecting input through surveys (not planned to be statistically valid) and on EngageGJ.org. A recording of the presentation of each phase in this planning process will be posted on EngageGJ.org, so community members can then provide additional feedback. This data, as well as previous input, is planned to weigh heavily into the resultant schematic design. Attendees at the listening sessions usually include

strong representation from community members with strong opinions on the future of Whitman Park. DTJ and their public engagement experts, CivicBrand, recommended additional public feedback methods such as a survey and interactive online engagement to help achieve more representative community opinion.

The project team concluded the presentation by sharing their experience in various scales of projects and emphasized their role as trusted guides to assist the community. They highlighted the importance of understanding the community's goals and context, particularly in relation to the downtown area and historical significance.

**b. Sustainability and Adaptation Plan Update**

Community Development Director Tamra Allen and Anna Laybourn sustainability consultant explained that the Sustainability and Adaptation Plan for the City of Grand Junction will provide long-range goals to guide the community, partners, and the City towards more sustainable practices and policies. This plan complements the One Grand Junction Comprehensive Plan to address social, environmental, and economic implications and opportunities for sustainability and adaptation in the region to ensure a healthy future for all community members. They noted that Saff have been working with the consultants from Design Workshop and Spirit Environmental since May 2023. In November 2023, a Current Conditions and Community Engagement Summary was presented to City Council.

Since then, significant progress has been made toward developing the plan. In November, an open house was held with 45 attendees. After the open house, staff and the consultants worked on developing the first iteration of draft strategies. In late January, City staff, technical experts, and the Community Steering Committee members met to discuss the goals and strategies within each of the five focus areas. Since those work sessions, the draft goals and strategies have been amended by consultants, staff, and the Community Steering Committee.

In order to get more public input, staff have also taken the plan on the road. As of March 27, staff have met with 14 groups/organizations and presented information about the plan to more than 230 community members. In each presentation, staff provided a call to action to encourage community members to offer suggested strategies or goal priorities on the EngageGJ.org platform. Comments received at in-person presentations and online have also been incorporated into the draft strategies.

The five Focus Areas and their respective goals are as follows:

1. Built Environment

- Goal 1: Balance Transportation Mode Share for Local Trips
- Goal 2: Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments
- Goal 3: Improve Community Access to Food

2. Climate Resilience

- Goal 4: Build Redundancy to Mitigate and Adapt to Natural and Social Hazards
- Goal 5: Maintain Current Air Quality Standards

3. Energy Stewardship

- Goal 6: Encourage Energy Efficiency in Buildings
- Goal 7: Support Carbon Reducing Energy Initiatives



4. Waste Management

- Goal 8: Increase Recycling Rates within the City
- Goal 9: Reduce Waste to Landfill via a Circular Economy

5. Water Conservation

- Goal 10: Increase Water Conservation Education and Awareness
- Goal 11: Reduce Water Consumption from Landscape and Irrigation

Not under any of the five Focus Areas was:

- Goal 12: Successfully Implement the Sustainability and Adaptation Plan

There are between 5 and 11 strategies per goal. An implementation matrix is being developed with specific actions related to prioritized strategies to help staff and partners with short-term implementation. The public comment period on the draft plan is April 19 through May 17. Staff will return to the Council workshop with a 90 percent draft in mid-May before the City Council is asked to consider adoption in mid-summer 2024.

Discussion covered various aspects of the Sustainability and Adaptation Plan, including the language used in the document, the organization of strategies, and considerations for public engagement and behavioral change. There were suggestions to improve accessibility and readability of the plan, as well as discussions on the alignment of strategies with values and priorities. Specific topics addressed included energy efficiency, water conservation, urban agriculture, air quality, and transportation. The importance of considering budget constraints and practical impacts in decision-making processes was also highlighted. Overall, the discussion reflected a thorough review of the plan's goals and strategies.

**c. Grand Junction Housing Authority Impact Fee Exemption**

This item discussed the Grand Junction Housing Authority's exemption from payment of impact fees. Under Colorado law (C.R.S. 29-4-227(1)), housing authorities are exempt from paying development-related fees to local governments, and the City has not backfilled these fees with other City funding. Staff recommended continuing the practice of exempting those payments from housing authorities and not backfilling the fees.

Impact fee exemptions and impact fee waivers were the subjects of inquiry at the January 30, 2024, special meeting, during which funding for the Grand Junction Housing Authority (GJHA) "The Current" project was approved. It was represented at that meeting that the City is exempting \$757,184 in fees for the project.

Other low- and moderate-income housing projects are not exempt from fee payment by local code or state law. Typically, low-income housing projects have approached the City to pay all or a portion of the development fees that are due. If requests were approved, funds have been allocated from the General Fund or other sources like the Community Development Block Grant (CDBG). The City has historically taken the position that the fees are not exempt and need to be paid in full; however, the Code provides the City Council with the discretion to pay for some, none, or all the impact fees imposed

on low or moderate-income housing development to promote housing affordability as enabled by CRS.290290194.5(c)(5).

Discussion revolved around the legal framework provided by Colorado state law, which exempts housing authorities from certain fees. Councilmembers express varying opinions on whether the waived fees should be backfilled, with considerations for past practices, potential impacts on future fee structures, and the distinction between exemptions mandated by law and discretionary policy decisions. City Manager Caton emphasized the difference between exemption and waiver, suggesting that while exemption may not necessitate backfilling, waiver decisions might warrant consideration of backfilling the waived fees.

Discussion led to a motion from Councilmember Simpson, seconded by Councilmember Kennedy to backfill all non-enterprise fees and to not backfill enterprise fees. The motion failed.

After further discussion, Council consensus was to refer the issue to a future workshop for a broader conversation about policy. This approach would allow for a more comprehensive discussion and consideration of the specific project incentives.

**d. City Land Inventory**

Ms. Allen explained, Housing Strategy 6 encourages the use of underutilized City-owned property for affordable and mixed-income housing. Staff have created a summary and inventory of City land, which could be potential opportunities for future affordable and mixed-income housing.

The City's adopted Housing Strategy includes Strategy 6: Allocate City-owned land (and/or strategically acquire vacant or underutilized properties) for affordable and mixed-income housing. The strategy further states, "Property acquisition costs, especially in developed areas of the City, are a major component of the cost of developing affordable housing." The City and other public agencies, such as Mesa County and the state, own properties that could reduce costs and facilitate affordable housing development. While much of this property is either already utilized for public facilities or is inappropriate for residential development, there may be opportunities to leverage additional affordable and mixed-income housing through better utilization of publicly owned property. Included in the strategy was the recommended action to inventory existing public land, including City-owned land, the County, State, District 51, and others, and to evaluate the feasibility of residential development.

With the passage of referred ballot question 2B in November 2023, the City can now lease City-owned property held for governmental purposes for 99 years. An inventory of City property has been created and was attached in the agenda documentation. Staff also provided a summary of the City-owned properties that appear to have development potential for residential use.

Staff recommended that the properties indicated as Good or Significant development potential be further explored for future development.

1. Fire Station 5: 2155 Broadway
- 2: Fire Station 7:2351 H Road
- 3: Sawmill-Los Colonias Site

A revised park plan for Matchett Park was also indicated as a potential location for

an affordable or mixed-income housing project.

Discussion ensued regarding the possibility of leasing City-owned land for affordable housing purposes and considered various approaches, including public-private partnerships and requests for proposals (RFPs). Additionally, there was a mention of the need for further discussion on land banking and strategic land acquisition for housing development. The Council expressed interest in exploring these options further.

Consensus among Councilmembers was that affordable housing is a priority and that expediting the development process is desirable. However, there was also a recognition of the need for competitiveness and ensuring that the City's vision for each property is realized. Some key points and considerations based on discussion:

1. **Affordable Housing Priority:** Councilmembers agree that affordable housing development should be prioritized, and there is a sense of urgency to move forward with these projects.
2. **Competitiveness vs. Expediency:** While speed is important, there was also a desire to ensure that a competitive process is maintained to get the best outcomes for the City. There may be a balance needed between expediting the process and maintaining competitiveness.
3. **Property-Specific Considerations:** Each property has its own potential and challenges. Councilmembers acknowledge that some properties may require more control and vision from the City, while others may be more straightforward and can be developed more quickly.
4. **Staff Recommendations:** Councilmembers expressed trust in staff to provide recommendations tailored to each property's characteristics and potential. Staff can conduct initial fact-finding to gauge interest from developers and bring forward proposals for consideration.
5. **Individual Property Consideration:** While the properties are being discussed collectively, each will be considered individually as they progress through the development process. This allows for property-specific decisions and considerations.
6. **Feedback and Collaboration:** Councilmembers emphasized the importance of ongoing feedback and collaboration throughout the process. They want to be kept informed and involved in decision-making regarding each property.

e. **Alley Improvement Districts**

Engineering and Transportation Director Trent Prall reported that Alley Improvement Districts are a partnership between a block of neighbors and the City to pave alleys throughout the City. The process of bringing a district to fruition is very cumbersome, with ordinances to form the district, award construction contracts, assess the costs to adjacent property owners, and then collect assessments over the next ten years.

Alley Improvement Districts are a partnership between a block of neighbors and the City to pave alleys throughout the City. The Alley Improvement Districts are formed when 51 percent of the

property owners representing 51 percent of the frontage along an alley petition the City to form an Improvement District. The Council forms a District that legally ties all the benefiting properties. The City constructs the alley and then assesses a portion of the costs for the properties based on abutting footage. Before 2008, there was a flat rate abutting property owners paid based on whether the property was single-family, multifamily, or non-residential. In 2008, the assessable amount was set to a percentage of construction and remains the same today: Single-family residential properties were responsible for approximately 15 percent of the project cost, multifamily residential properties paid 25 percent, while non-residential (commercial/industrial/non-profit) properties paid 50 percent.

Before 2010, the City had funded an Alley Improvement District program, which improved about half of the alleys in the City from 1988-2010, as shown on a map (130 out of 280). The City would historically fund four alleys per year. Over that period, the City invested \$4.9 million and received \$1.36 million in assessments (City share 72 percent). The Alley Improvement Districts benefited 2,021 properties and improved a total of 66,722 LF (12.6 miles).

Since the re-implementation of the program in 2017, the City has completed an additional six alleys, with the most recent alleys improved being adjacent to Grand Junction High School and another in the Riverside Neighborhood. There are about 145 alleys totaling 81,500 LF (15.5 miles). Current costs to improve a standard east west alley in the City of Grand Junction are between \$180,000 and \$200,000, based on a 450-foot alley at \$400 and \$450 per linear foot. Based on that, there remains between \$32.5 million and \$36.5 million to pave the balance of the alleys in the City.

After a review of the program staff asked Council to consider whether to:

1. Maintain status quo with existing cost shares,
2. Increase/decrease cost shares,
3. Eliminate the partnership and instead just budget funds with the 0.75 cent sales tax capital improvement fund, or
4. Eliminate the partnership for residential but keep the partnership for non-residential uses.

People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by most of the owners of the property to be assessed. Council may also establish assessment rates by resolution.

If the decision is made to eliminate the program, staff would look to the Council on how to prioritize which alleys would be improved first.

Also, for Council consideration is whether the alleys could be self-performed. The material for an alley would equate to approximately 160 cubic yards of concrete and 300 tons of road base at an expense of \$40,000 per alley.

After lengthy discussion ensued, Council directed staff to place this item on a Council workshop in June to discuss staff recommendations for future improvements.

f. **Air Alliance**

This item was to discuss the City Council's role and relationship with the Grand Junction Regional Air Service Alliance (GJRASA) pertaining to the sharing of GJRASA-related information from the City Council board representative to the City Council.

Conversation revolved around the need for reporting and accountability measures regarding the allocation of public funds to the Air Service Alliance. Some key points discussed included:

1. **Desire for Reporting:** Councilmembers expressed a desire for regular reports detailing expenditures and commitments made by the Air Service Alliance. The aim is to provide transparency without disclosing confidential details of negotiations with airlines.
2. **Complexity of Negotiations:** There was recognition of the complexity involved in negotiating deals with airlines while maintaining transparency. Councilmembers emphasized the need to balance transparency with the confidentiality necessary for effective negotiations.
3. **Importance of Accountability:** Councilmembers underscored the importance of accountability in the use of public funds, particularly those approved by voters for specific purposes such as enhancing air service to the community.
4. **Scope of Council's Authority:** There was discussion about the Council's authority to review and potentially alter the allocation of funds to the Air Service Alliance. While the Council cannot directly negotiate deals with airlines, it has oversight over the use of public funds.
5. **Direction for Negotiation:** Councilmembers provided direction to negotiate a reporting structure that would provide insight into the impact of allocated funds without compromising confidentiality. The goal is to ensure accountability and stewardship of taxpayer money.
6. **Timing and Committee Assignments:** There was consideration of timing regarding committee assignments and potential changes in representation on the Air Service Alliance board. This could impact negotiations and decision-making processes moving forward.

2. **City Council Communication**

1. **Committee Assignments:** There was mention of committee assignments and potential changes in representation on various boards and committees.
2. A brief discussion on potential changes to election policies, including the consideration of ranked-choice voting. These topics may be addressed in future meetings based on further developments.

3. **Adjournment**

There being no further business, the Workshop adjourned at 9:00 p.m.

**Grand Junction City Council**  
**Minutes of the Regular Meeting**

**April 3, 2024**

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

The City Council of the City of Grand Junction convened into regular session on the 3<sup>rd</sup> day of April 2024 at 5:30 p.m. Those present were Councilmembers Cody Kennedy (virtual), Dennis Simpson, Jason Nguyen, Randall Reitz, Scott Beilfuss, Council President Pro Tem Abe Herman, and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jennifer Tomaszewski, Principal Planner David Thornton, Community Development Director Tamra Allen, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

Council President Stout called the meeting to order. Stout Student Elisa led the Pledge of Allegiance, followed by a moment of silence.

**Proclamation**

**Proclaiming April 2024 as Water Conservation Month**

Council President Pro Tem Abe Herman read the proclamation; Utilities Director Randi Kim accepted the proclamation.

**Public Comments**

Douglas Keyton spoke about National Tartan Day.

**City Manager Report**

City Manager Greg Caton had no report. Council President Anna Stout presented City Manager Greg Caton with a plaque in appreciation of his 8 years of leadership and dedicated service on behalf of Council.

**Board and Commission Liaison Reports**

Councilmember Beilfuss gave updates on the Homeless Coalition, Commission on Arts & Culture, and Historical Preservation Board

Councilmember Kennedy shared information on the Western Colorado Economic Summit.

Council President Pro Tem Abe Herman gave updates on the Downtown Development Authority and the Parks and Recreation Advisory Board.

Council President Stout shared updates regarding the Associated Governments of Northwest Colorado, the Colorado Municipal League, the Grand Junction Chamber of Commerce.

## **CONSENT AGENDA**

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

- a. Minutes of the March 18, 2024 Special Meeting
- b. Summary of the March 18, 2024 Workshop
- c. Minutes of the March 19, 2024 Special Meeting
- d. Minutes of the March 20, 2024 Special Meeting
- e. Minutes of the March 20, 2024 Regular Meeting
- f. Minutes of the March 22, 2024 Special Meeting

### **2. Set Public Hearings**

- a. Quasi-judicial
  - i. Introduction of an Ordinance to Vacate Approximately 0.32 Acres of Ferree Drive Right-of-Way and Setting a Public Hearing for April 17, 2024
  - ii. Introduction of an Ordinance an Ordinance Amending Ordinance 4991 Concerning the City-Las Colonias Development Corporation Master Lease and the Second Amendment thereto for Purposes of Amending the Description of Site M for the Purpose of Facilitating the Development of Oak Star Bank on Site M at the Las Colonias Business Park and Setting a Public Hearing for April 17, 2024
  - iii. Introduction of an Ordinance Approving a Rezone of Approximately 0.43 Acres from I-2 (Industrial General) to CG (Commercial General) Located at 739 3rd Avenue and Setting a Public Hearing for April 17, 2024

### **3. Agreements**

- a. Agreement for Palisade Pool Operations

### **4. Procurements**

- a. Contract Approval for Construction Management/General Contractor Services for Construction of Fire Station 7
- b. Contract for 2024 Concrete Curb, Gutter, and Sidewalk Replacement Project

**5. Resolutions**

- a. A Resolution Authorizing the Purchase of Real Property Located at 756 Chipeta Avenue, Grand Junction, Colorado – **Moved to Regular Agenda**
- b. A Resolution Authorizing the City Manager to Expend Funds in Support of the Housing Resources of Western Colorado Affordable Housing Development Known as the Row Homes at Meridian Park in Grand Junction, CO
- c. A Resolution Amending Resolution 90-21 Concerning Naming Opioid Settlement Abatement Fund Council Designees

**5. Other Action Items**

- a. Request for 2024 Fireworks Displays at Suplizio Field

Councilmember Simpson moved, and Councilmember Nguyen seconded to adopt Consent Agenda Items #1- #6 excluding item 5.a. Motion carried by unanimous voice vote.

**Regular Agenda**

**A Resolution Authorizing the Purchase of Real Property Located at 756 Chipeta Avenue, Grand Junction, Colorado**

In the 2024 budget, the City Council approved \$750,000.00 for the possible purchase of real property for employee housing. The property at 756 Chipeta, if purchased for \$749,000.00, would provide three residential units and is within budget. This purchase will support the City's ongoing recruitment efforts by offering temporary housing to help new employees transition into the community. This ensures the City remains competitive in attracting and retaining quality talent.

City Manager Greg Caton was available for questions.

Conversation ensued regarding specific needs, upkeep on a property, walking distance to City Hall, furnished houses versus city owned property. Pros of City owned property such as house provides flexibility, and larger employers in the valley have their own housing for their staff versus renting properties and can help our recruiting process when hiring for employees.

The public comments opened at 6:16 pm.



Rick Swales is a firefighter with Grand Junction Fire Department, and he shared his story with the complications of finding housing when he moved from Georgia to Grand Junction to be a Firefighter.

Bryce Rasmussen, a local firefighter with Grand Junction Fire Department shared how housing would help with the recruiting process.

The public comment closed at 6:20 pm.

Councilmember Nguyen moved, and Council President Pro Tem Herman seconded to adopt Resolution No. 19-24, a resolution authorizing the purchase of real property located at 756 Chipeta Avenue, Grand Junction, Colorado for employee housing as provided in the contract attached to the resolution. Motion carried 4-3 by voice vote with Councilmembers Beilfuss, Simpson and Kennedy voting No.

**An Ordinance Amending Ordinance No. 5064 and Sections 5.13.013 and 5.13.029 of the Grand Junction Municipal Code Regarding Certain Marijuana Business Security Requirements**

This ordinance amends Ordinance 5064 and its codification in the GJMC at 5.13.029 and 5.13.013 to require the secure storage of marijuana and marijuana products and cash kept at each regulated cannabis business within the City in a safe, vault or equivalent fixture, feature, or improvement to the business's property and that the fixture, feature, or improvement is either integral to the building structure or securely attached to the building.

City Attorney John Shaver presented this item.

Conversation ensued complementing staff, and our Marijuana Enforcement Officer Wright.

The public hearing opened at 6:29 pm.

Alex Andberg and Liz Zukowski from Native Roots spoke in support of this item.

The public hearing closed at 6:33 pm.

Councilmember Reitz moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5209, an ordinance amending the Grand Junction Municipal Code regarding certain marijuana business security measures on second reading and authorized publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax by Amending GJMC Related to Vendor Fees**

On January 3, 2023, Council approved an ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax by adding terms and definitions to the GJMC Related to "economic nexus" and authorized an intergovernmental agreement with the Colorado Department of Revenue (CDOR) to

participate in the State Sales and Use Tax System (SUTS).

Since January 3, finance staff have been working with the State and the State's integration partners (GOVOS) to coordinate configuring the link from the City's tax administration system, GenTax, into SUTS. The early stages of this project required the City team to provide the local configurations, which GOVOS would map into SUTS. This includes providing the various exemptions and credits available to local businesses, which are included in their monthly tax returns. Recently, information provided by both the state and GOVOS confirmed a need for minor changes to the current vendor fee credits available to businesses that file sales tax returns to the City and the City's Municipal Code as it relates to vendor fee caps in order to integrate into SUTS.

Finance Director Jennifer Tomaszewski presented this item.

Council shared that cleaning up the sales tax will be an asset.

The public hearing opened at 6:41 pm.

There were no public comments.

The public hearing closed at 6:41 pm.

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5210 an ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on sales and use tax by amending GJMC related to vendor fees on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance for a Comprehensive Plan Amendment for 4.23 Acres from Commercial to Residential Medium (5.5 to 12 du/ac) and Rezone from Mixed Use Neighborhood (MU- 1) to RM-8 (Residential Medium - 8 du/ac) of 4.23 Acres, Located at 2152 Broadway and 2155 Monument Lane**

The Property Owner, D&B Broadway Monument, LLC requested a Comprehensive Plan Amendment from Commercial to Residential Medium (5.5-12 du/ac) and a rezone to RM-8 (Residential Medium – 8) for property located at 2152 Broadway and 2155 Monument Lane on 4.23 acres in the Redlands near the Monument Village Shopping Center. The subject properties are vacant.

The properties were zoned B-1 (Neighborhood Business) at the time the application was submitted to the City in December 2023 with a requested rezone to R-8 (Residential – 8). With the passage and effective date of the 2023 Zoning and Development Code on January 21, 2024, the current zoning on both properties is now MU-1 (Mixed Use Neighborhood) and the requested rezone is now for RM-8 (Residential Medium – 8).

The property owner is requested an amendment to the One Grand Junction

Comprehensive Plan in anticipation of future residential development. The zone district of RM-8 is consistent with the proposed Residential Medium Land Use category of the Comprehensive Plan. The zoning and Comprehensive Plan amendment requests were considered concurrently.

Principal Planner David Thornton and Jeffery Flemming with Colorado Land Advisor presented this item.

Conversation ensued that this rezone is moving in the right direction to develop this area, down zoning of this area in terms of dwelling units and restricting what can be built and that this was the first down zone council has considered.

The public hearing opened at 7:07 pm.

Thomas Walsh is in support of this item.

Margaret Simonson, Samuel John, Connie Bose, Thomas Foote all expressed support of this item via email.

The public hearing closed at 7:09 pm.

Council President Pro Tem Abe Herman moved, and Councilmember Kennedy seconded to adopt Ordinance No.5211, an ordinance amending the One Grand Junction Comprehensive Plan Land Use map on the Comprehensive Plan Amendment request for the property located at 2152 Broadway & 2155 Monument Lane from Commercial to Residential Medium, City file number CPA-2023-783 on final passage and ordered final publication in pamphlet form. Motion carried by roll call vote 6-1 with Councilmember Nguyen voting No.

Councilmember Simpson moved, and Councilmember Reitz seconded to adopt Ordinance No. 5211, an ordinance rezoning property located at 2152 Broadway & 2155 Monument Lane from Mixed Use Neighborhood (MU-1) to Residential Medium - 8 (RM-8), City file number RZN-2023-784 on final passage and ordered final publication in pamphlet form. Motion carried by roll call vote 6-1 with Councilmember Nguyen voting No.

Council took a break at 7:20 pm and resumed at 7:34 pm.

**A Resolution Accepting the Petition for the Annexation of 3.744 Acres of Land and Ordinances Annexing and Zoning the Fire Station Annexation to R/M-8 (Residential Medium – 8 du/ac), Located at 2351 H Road**

City of Grand Junction requested annexation and a zone of annexation to RM-8 (Residential Medium 8) for the Fire Station No. 7 Annexation. The approximately 3.744 acres consists of one parcel of land located at 2351 H Road. The property is vacant. Annexation was sought in anticipation of developing the site for a fire station.

The property is Annexable Development per the Persigo Agreement. The zone district of

RM-8 is consistent with the Residential Medium Land Use category of the Comprehensive Plan. The request for annexation was considered separately by City Council, but concurrently with the zoning amendment request.

Principal Planner David Thornton presented this item.

The public hearing opened at 7:39 pm.

There were no public comments.

The public hearing closed at 7:39 pm.

Council shared they were happy to see another Fire Station being built in the community.

Councilmember Simpson moved, and Councilmember Nguyen seconded to adopt Resolution No. 22-24, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Fire Station No. 7 Annexation, approximately 3.744 acres, located at 2351 H Road. Motion carried by unanimous roll call vote.

Council President Pro Tem Herman moved, and Councilmember Reitz seconded to adopt Ordinance No. 5212, an ordinance annexing territory to the City of Grand Junction, Colorado, Fire Station No. 7 Annexation, approximately 3.744 acres, located at 2351 H Road, on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5213, an ordinance zoning the Fire Station No. 7 Annexation to RM-8 (Residential Medium - 8) zone district, from Mesa County RSF-R (Residential Single Family - Rural) on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**Letter of Intent to Purchase Property for Affordable and Attainable Housing at 450 28 Road, Grand Junction, Colorado**

A Letter of Intent (LOI) has been prepared for EN-SIM QOF, LLC (Enstrom's) outlining the proposed terms and conditions for the City's purchase of 21.45 acres of an existing 35.85-acre parcel. The property is currently zoned R-24 and could support up to 500 homes. The purchase price included in the LOI is \$3.2 million. The City is the recipient of a Colorado Housing and Finance Authority (CHFA) grant to assist in the purchase of this property in the amount of \$2.2 million.

The LOI stipulates that the City will contract for various street improvements through and adjacent to the development. Along with utilities, the current estimated cost of the improvements is estimated to total \$12.2 million; the LOI proposes the developer will pay back \$2 million towards their share of the street improvements and utility extensions.

Community Development Director Tamra Allen presented this item.

Conversation included the 2025 start date seems ambitious on a property that size, commended the City staff for success on the grant and the vision for the project, and clarification of letter of intent versus a contract.

The public comment opened at 7:53 pm.

Doug Simmons CEO of Enstrom's Candies Inc shared how exciting it will be to partner with the City.

The public comment closed at 7:55 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to adopt Resolution No. 23-24, a resolution authorizing the City Manager to sign a Letter of Intent regarding property at 450 28 Road and to take further action consistent with the terms of the Letter of Intent. Motion carried by unanimous voice vote.

**A Resolution Supporting the Contribution of Funds for the Acquisition and Permanent Protection of the Shoshone Water Rights**

This item was to consider a request made by the Colorado River District for a contribution of City funds for the acquisition and protection of the Shoshone Water Rights. The Colorado River District requested consideration of \$1 million in funding from the City. Staff recommended a contribution of \$1,000,000 with funding from the General Fund.

Andy Mueller, General Manager of the Colorado River District presented this item.

Conversation ensued in support of this item, along with asking about the County's proposal.

The public comment opened at 8:24 pm.

Hannah Home spoke in support of this item.

Abby Berk expressed securing the Shoshone Water Rights is a crucial investment in support the flows of the river.

The public comment closed at 8:27 pm.

Conversation resumed regarding how this opportunity doesn't always come around and how exciting it is for the Western Slope.

Councilmember Nguyen moved, and Councilmember Reitz seconded to adopt Resolution No. 24-24, a resolution supporting the contribution of \$1,000,000 for the acquisition and permanent protection of the Shoshone Water Rights. Motion carried by unanimous roll call vote.

## **Discussion and Possible Direction Regarding a Contract for Interim City Manager**

Conversation ensued regarding there was an email received that Roger Tinklenberg withdrew his name from consideration, naming Andrea Phillips as the sole finalist, how Andrea Phillips brings expertise in financial management, great energy, great communication, and is a great fit for the organization.

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to give authority to City Attorney Shaver to negotiate a contract for the Mayor's signature and for Council's ratification in two weeks. Motion carried by unanimous roll call vote.

## **Non-Scheduled Comments**

Scott Mcinnis expressed his gratitude regarding the Shoshone Water Rights shared he found City Manager Greg Caton's integrity absolute, as he always represented the City's interests. He said City Manager Caton would be missed but, his move is a big gain for Scottsdale.

Christopher Michael Bickford addressed the council with concerns of prejudgment.

Terry Hoecker expressed how much City Manager Greg Caton will be missed and thanked him for his service.

Council President Pro Tem Herman stated City Manager Greg Caton created such a strong organization, that it was transformational and how he will miss their Monday morning meetings.

Councilmember Reitz expressed his appreciation to City Manager Greg Caton and thanked Mayor Stout for the process of finding an interim.

Arnold Naik with Grand Junction Police Department expressed how much he learned from City Manager Greg Caton and thanked him for his genuine support of the Police Department and said how much he will be missed.

## **Adjournment**

Meeting adjourned at 8:47 pm.

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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:** April 17, 2024  
**Presented By:** Tamra Allen, Community Development Director  
**Department:** Community Development  
**Submitted By:** Daniella Acosta Stine, Senior Planner

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**Information**

**SUBJECT:**

Introduction of an Ordinance Authorizing a 25-Year Lease of City Property Located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 10 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC, and Setting a Public Hearing for May 1, 2024

**RECOMMENDATION:**

Staff recommends approval of the request.

**EXECUTIVE SUMMARY:**

Buena Vida HQ, LLC seeks to lease 26,395 square feet of City property located in the Colorado River floodway. The property is situated to the southwest of Buena Vida HQ, LLC's own parcel located at 535 Hale Avenue. Buena Vida HQ, LLC intends to use the leased land as a primitive campground for approximately 20 tent sites as part of the greater El Jet's Cantina + Sky Outpost, an upcoming campground and hospitality & outdoor recreation hub in the Riverfront at Dos Rios Development. El Jet's Cantina + Sky Outpost is currently under review for a revised submittal of their proposed site plan.

**BACKGROUND OR DETAILED INFORMATION:**

Buena Vida HQ, LLC seeks to lease 26,395 square feet of City property located in the Colorado River floodway. Per the request, the City has prepared an agreement ("Lease") with Buena Vida HQ, LLC to lease the property for the purpose of providing a location for 20 tent pad sites as part of the El Jet's Cantina + Sky Outpost campground. The terms of the proposed lease include lease of the land for twenty-five (25) years at a rate of \$1.00 per year. The land is located within the greater Dos Rios Planned Development (PD) and has a zoning designation of PD. The tent sites will be located just southwest of the Riverfront Trail and accessed via a boardwalk. The primitive

campground will be a three-season operation and will not have any permanent structures erected.

**FISCAL IMPACT:**

The City will be paid \$1.00 per year for the twenty-five (25) year term of the lease.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. XX-XX to authorize a lease of city property located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC.

**Attachments**

- 1. AGR-Lease Buena Vida
- 2. El Jet's\_Tent Lease Area Exhibits - FINAL
- 3. El Jet's\_Tent Access Easement Exhibits - FINAL
- 4. El Jet's Cantina + Sky Outpost Site Plan
- 5. ORD-Buena Vida Lease 20240325



# LEASE AGREEMENT

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This Land/Ground Lease Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, (“Effective Date”) by and between City of Grand Junction, Colorado, a Colorado home rule municipality (“City” or “Landlord”) and Buena Vida HQ, LLC, a Colorado limited liability company (“Tenant”). Landlord and Tenant may each be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the “Site” or “Property”): a parcel of land situated in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said parcel contains an area of 26,395 square feet, 0.60 Acres as herein described. The Site is adjacent to 535 Hale Avenue in the Dos Rios development. The legal description is in “Exhibit A: Tent Lease Area Legal Description”, which Exhibit A is attached and incorporated by this reference as if fully set forth.

**2. Purpose.** The Site may be used and occupied only for certain purposes (“Permitted Uses”) described herein. The Permitted Uses are: food and alcohol service, retail, camping, lounging, community facilities, recreation, entertainment and relaxation, as the same are allowed by zoning and permitted by the City. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Uses, and Tenant will bear all risk of any adverse change in applicable laws.

**3. Term.** This Agreement will be for a term beginning on June 01, 2025 and ending on May 31, 2050 (“Term”). Tenant has an option to lease the Property for an additional twenty five (25) year term by giving Landlord notice of exercise of the second term not less than 180 days before the end of the then current Term. The Parties hereto may otherwise elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

**4. Rent.** Tenant will pay Landlord rent in advance \$1.00 in annual installments due on the 1st day of June each year during the Term.

**5. Taxes.** Tenant shall pay all real property taxes or assessments which are levied or charged on the Site during the Term, including any taxes or assessments levied or charged against the Tenant Improvements and Tenant’s leasehold interest and the Site.

**6. Delivery of Possession.** Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

**7. Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

**8. Condition of the Site.** Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

**9. Use of the Site.** Tenant agrees to use the Site only for the Permitted Uses and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

**10. Improvements and Alterations.** Tenant may make improvements, alterations, additions, or other changes to the Site to allow the Permitted Uses without the written approval of the Landlord but in accordance with applicable law. Tenant agrees to manage and maintain trash and vegetation on the property. Tenant and Landlord agree to co-manage erosion and other potential floodplain issues. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

**11. Leasehold Mortgage.** Tenant does have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

**12. No Mechanics Lien.** Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

**13. Permits and Approvals.** Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

**14. Compliance with Laws.** Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

**15. Hazardous Substances.** Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

**16. Insurance.** At all times during the Term, Tenant will maintain insurance for the Site covering:

**a. Property Insurance.** Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

**b. General Liability.** Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$1,000,000.00 per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

**17. Waiver of Subrogation.** Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

**18. Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's

obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

**19. Access to Site.** Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to confirm compliance with the terms of this Agreement, and as otherwise needed to perform its obligations under this Agreement.

**20. Default.** The following shall each constitute an "Event of Default" by Tenant:

- a. Tenant fails to make any required payment due under this Agreement.
- b. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- c. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

**21. Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of sixty (60) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

**22. Termination by Tenant.** In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of sixty (60) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section. Tenant may terminate this Agreement for any reason, with or without cause, upon written notice to Landlord not less than 180 days from the effective date of termination.

**23. Surrender of the Site.** Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within sixty (60) days following the termination of this Agreement, Tenant will remove all improvements, equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after sixty (60) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

**24. Subordination.** This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

**25. No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

**26. Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

**27. Limitation of Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**28. Assignment and Subletting.** Tenant will not assign this Agreement as to all of or any portion of the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign this Agreement to an entity in which Tenant or Tenant's member holds a management and/or ownership interest.

**29. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

**30. Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

**31. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address

stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

**32. Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

**33. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

**34. Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**35. Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns.

**36. Governing Law/Jurisdiction and Venue.** The terms of this Agreement shall be governed exclusively by the laws of the City of Grand Junction and the State of Colorado, without regard to its conflicts of laws rules. Jurisdiction and venue for any action to enforce, interpret or otherwise arising from this Agreement shall only be in the state courts located in Mesa County, Colorado.

**37. Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

**38. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

**39. Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

**40. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF GRAND JUNCTION, COLORADO,  
a Colorado home rule municipality

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Greg Caton, City Manager  
City/Landlord

BUENA VIDA HQ, LLC,  
a Colorado limited liability company

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Jennifer R. Taylor as Member of Buena Vida  
HQ LLC  
Tenant

# HIGH DESERT SURVEYING, INC

591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

## EXHIBIT A **Tent Lease Area** **Legal Description**

A parcel of land being a portion of Lot 10, Riverfront at Dos Rios Fining Three, Reception No. 2880032, situated in Lot 2 of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 2, Section 22, Township 1 South, Range 1 West, of the Ute Meridian, whence the Northwest corner of said Lot 2 bears N89°57'47"W, a distance of 1314.17 feet for a Basis of Bearings with all bearings shown hereon relative thereto; thence S56°42'21"W, a distance of 410.77 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the right having a central angle of 5°01'22", a radius of 311.00 feet, an arc length of 27.26 feet, and a chord which bears S40°18'03"E a distance of 27.26 feet; thence along a curve to the left having a central angle of 21°30'31", a radius of 199.00 feet, an arc length of 74.70 feet, and a chord which bears S48°32'37"E a distance of 74.27 feet; thence along a curve to the right having a central angle of 25°27'19", a radius of 436.00 feet, an arc length of 193.71 feet, and a chord which bears S46°34'14"E a distance of 192.12 feet; thence along a non-tangent curve to the right having a central angle of 59°35'30", a radius of 9.24 feet, an arc length of 9.61 feet, and a chord which bears S83°43'29"W a distance of 9.19 feet; thence N66°28'46"W a distance of 9.31 feet; thence along a curve to the left having a central angle of 61°37'50", a radius of 24.10 feet, an arc length of 25.92 feet, and a chord which bears S82°42'19"W a distance of 24.69 feet; thence S51°53'24"W a distance of 12.82 feet; thence along a curve to the left having a central angle of 18°18'03", a radius of 105.15 feet, an arc length of 33.59 feet, and a chord which bears S42°44'23"W a distance of 33.44 feet; thence S33°35'21"W a distance of 20.91 feet; thence along a curve to the right having a central angle of 10°25'23", a radius of 51.27 feet, an arc length of 9.33 feet, and a chord which bears S38°48'03"W a distance of 9.31 feet; thence along a curve to the left having a central angle of 68°12'28", a radius of 10.68 feet, an arc length of 12.71 feet, and a chord which bears S09°54'31"W a distance of 11.98 feet; thence S24°11'43"E, a distance of 24.53 feet; thence along a curve to the right having a central angle of 35°55'47", a radius of 27.96 feet, an arc length of 17.53 feet, and a chord which bears S06°13'50"E a distance of 17.25 feet; thence along a curve to the right having a central angle of 99°22'25", a radius of 10.64 feet, an arc length of 18.46 feet, and a chord which bears S61°25'17"W a distance of 16.23 feet; thence along a curve to the right having a central angle of 31°14'23", a radius of 29.57 feet, an arc length of 16.12 feet, and a chord which bears N53°16'20"W a distance of 15.92 feet; thence N37°39'08"W a



**HIGH DESERT SURVEYING, INC**

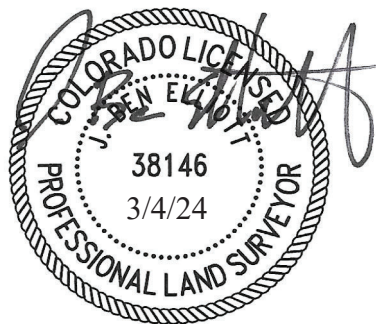
591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

**EXHIBIT A**  
**Tent Lease Area**  
**Legal Description (continued)**

distance of 18.86 feet; thence along a curve to the right having a central angle of 19°00'17", a radius of 170.64 feet, an arc length of 56.60 feet, and a chord which bears N28°09'00"W a distance of 56.34 feet; thence N18°38'51"W a distance of 56.23 feet; thence along a curve to the right having a central angle of 02°47'26", a radius of 1544.52 feet, an arc length of 75.22 feet, and a chord which bears N17°15'08"W a distance of 75.22 feet; thence along a curve to the left having a central angle of 26°00'53", a radius of 90.29 feet, an arc length of 40.99 feet, and a chord which bears N28°51'51"W a distance of 40.64 feet; thence along a curve to the right having a central angle of 18°41'16", a radius of 83.33 feet, an arc length of 27.18 feet, and a chord which bears N32°31'40"W a distance of 27.06 feet; thence N23°11'02"W a distance of 8.30 feet; thence along a curve to the right having a central angle of 72°43'57", a radius of 46.26 feet, an arc length of 58.72 feet, and a chord which bears N13°10'57"E a distance of 54.86 feet to the POINT OF BEGINNING.

Said parcel contains an area of 26,395 square feet, 0.60 Acres as herein described.

City of Grand Junction, County of Mesa, State of Colorado.



NW Corner  
 Lot 2, Section 22  
 MCSM #527  
 2.5" Brass Cap  
 0.5' Above Surface

# EXHIBIT B

POINT OF COMMENCEMENT  
 NE Corner  
 Lot 2, Section 22  
 3.25" ALC, PLS 38266  
 0.2' Below Surface  
 In Range Box

Basis of Bearings  
 North Line of Lot 2 N89°57'47"W 1314.17'

Hale Avenue

ROW Rec. No. 2790938,  
 2880032, 2942736, and 3080964

LOT 10  
 Riverfront at Dos Rios Filing three  
 Reception No. 2942736  
 City of Grand Junction  
 2945-221-23-010

LOT 16  
 Riverfront at Dos Rios Filing One  
 Reception No. 2880032  
 Buena Vida, LLC  
 2945-221-21-003  
 535 Hale Avenue

60.00' PSCO Esmt.  
 Rec. No. 1492780  
 &  
 30.00' PSCO Esmt.  
 Rec. No. 999034

POINT OF BEGINNING



Tent Lease Area  
 26,395 Square Feet  
 0.60 Acres

LEGEND

- ALIQUOT SURVEY MARKER
- ROW RIGHT OF WAY
- PLS PROFESSIONAL LAND SURVEYOR
- PSCO PUBLIC SERVICE COMPANY
- Rec. No. RECEPTION NUMBER
- MCSM MESA COUNTY SURVEY MARKER
- CH CHORD
- ALC ALUMINUM CAP
- Esmt. EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N66°28'46"W	9.31'
L2	S51°53'24"W	12.82'
L3	S33°35'21"W	20.91'
L4	S24°11'43"E	24.53'
L5	N37°39'08"W	18.86'
L6	N18°38'51"W	56.23'
L7	N23°11'02"W	8.30'

CURVE TABLE

CURVE	LENGTH	DELTA ANGLE	RADIUS	CH BEARING	CH LENGTH
C1	27.26'	5°01'22"	311.00'	S40°18'03"E	27.26'
C2	74.70'	21°30'31"	199.00'	S48°32'37"E	74.27'
C3	193.71'	25°27'19"	436.00'	S46°34'14"E	192.12'
C4	9.61'	59°35'30"	9.24'	S83°43'29"W	9.19'
C5	25.92'	61°37'50"	24.10'	S82°42'19"W	24.69'
C6	33.59'	18°18'03"	105.15'	S42°44'23"W	33.44'
C7	9.33'	10°25'23"	51.27'	S38°48'03"W	9.31'
C8	12.71'	68°12'28"	10.68'	S09°54'31"W	11.98'
C9	17.53'	35°55'47"	27.96'	S06°13'50"E	17.25'
C10	18.46'	99°22'25"	10.64'	S61°25'17"W	16.23'
C11	16.12'	31°14'23"	29.57'	N53°16'20"W	15.92'
C12	56.60'	19°00'17"	170.64'	N28°09'00"W	56.34'
C13	75.22'	2°47'26"	1544.52'	N17°15'08"W	75.22'
C14	40.99'	26°00'53"	90.29'	N28°51'51"W	40.64'
C15	27.18'	18°41'16"	83.33'	N32°31'40"W	27.06'
C16	58.72'	72°43'57"	46.26'	N13°10'57"E	54.86'



SCALE: 1" = 50'



High Desert Surveying, Inc.

591 25 Road, Suite B1

Grand Junction, Colorado 81505

Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 23-113	Surveyed	Drawn	APP'D	SHEET	OF
DATE: Feb. 2024	BO/SG	BE	-	1	1

**HIGH DESERT SURVEYING, INC**

591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

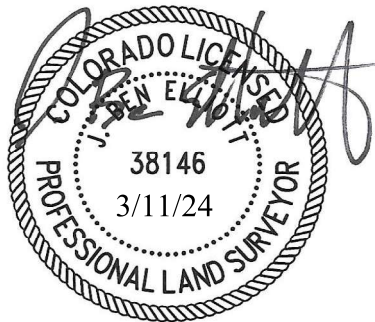
**EXHIBIT A**  
**Access Easement Parcel 1**  
**Legal Description**

A parcel of land being a portion of Lot 10, Riverfront at Dos Rios Filing Three, Reception No. 2942736, situated in Lot 2 of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 2, Section 22, Township 1 South, Range 1 West, of the Ute Meridian, whence the Northwest corner of said Lot 2 bears N89°57'47"W, a distance of 1314.17 feet for a Basis of Bearings with all bearings shown hereon relative thereto; thence S57°09'54"W, a distance of 392.04 feet to a point on the Northeast line of Lot 10, Riverfront at Dos Rios Filing Three, Reception No. 2942736, and the POINT OF BEGINNING; thence along said Northeast line of Lot 10 being a non-tangent curve to the right having a central angle of 1°44'11", a radius of 330.00 feet, an arc length of 10.00 feet, and a chord which bears S41°56'38"E a distance of 10.00 feet; thence S47°11'16"W a distance of 19.01 feet to the Northeast line of the Tent Lease Area; thence along said Northeast line of the Tent Lease Area being a non-tangent curve to the left having central angle of 1°50'33", a radius of 311.00 feet, an arc length of 10.00 feet and a chord which bears N41°53'27"W a distance of 10.00 feet; thence N47°11'16"E a distance of 19.00 feet to the POINT OF BEGINNING.

Said parcel contains an area of 190 square feet as herein described.

City of Grand Junction, County of Mesa, State of Colorado.



23-113 El Jet's Tent Access Legal Parcel 1.doc  
Prepared By: BE  
J. Ben Elliott, PLS 38146  
High Desert Surveying, Inc.

**HIGH DESERT SURVEYING, INC**

591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

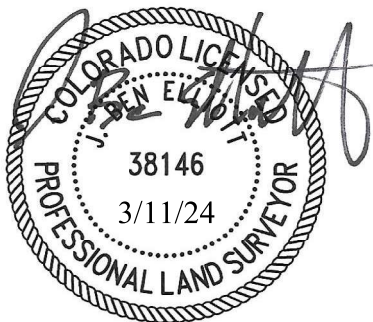
**EXHIBIT A**  
**Access Easement Parcel 2**  
**Legal Description**

A parcel of land being a portion of Lot 10, Riverfront at Dos Rios Filing Three, Reception No. 2942736, situated in Lot 2 of Section 22, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 2, Section 22, Township 1 South, Range 1 West, of the Ute Meridian, whence the Northwest corner of said Lot 2 bears N89°57'47"W, a distance of 1314.17 feet for a Basis of Bearings with all bearings shown hereon relative thereto; thence S16°25'03"W, a distance of 426.06 feet to a point on the Northeast line of Lot 10, Riverfront at Dos Rios Filing Three, Reception No. 2942736, and the POINT OF BEGINNING; thence along said Northeast line of Lot 10 being a non-tangent curve to the right having a central angle of 1°15'33", a radius of 455.00 feet, an arc length of 10.00 feet, and a chord which bears S34°28'21"E a distance of 10.00 feet; thence S56°09'26"W a distance of 19.00 feet to the Northeast line of the Tent Lease Area; thence along said Northeast line of the Tent Lease Area being a non-tangent curve to the left having central angle of 1°18'51", a radius of 436.00 feet, an arc length of 10.00 feet and a chord which bears N34°30'00"W a distance of 10.00 feet; thence N56°09'26"E a distance of 19.00 feet to the POINT OF BEGINNING.

Said parcel contains an area of 190 square feet as herein described.

City of Grand Junction, County of Mesa, State of Colorado.



23-113 El Jet's Tent Access Legal Parcel 2.doc  
Prepared By: BE  
J. Ben Elliott, PLS 38146  
High Desert Surveying, Inc.

NW Corner  
 Lot 2, Section 22  
 MCSM #527  
 2.5" Brass Cap  
 0.5' Above Surface

# EXHIBIT B

POINT OF COMMENCEMENT  
 NE Corner  
 Lot 2, Section 22  
 3.25" ALC, PLS 38266  
 0.2' Below Surface  
 In Range Box

Basis of Bearings  
 North Line of Lot 2 N89°57'47"W 1314.17'

**Hale Avenue**

ROW Rec. No. 2790938,  
 2880032, 2942736, and 3080964

POINT OF BEGINNING  
 Parcel 1  
 190 Square Feet

LOT 10  
 Riverfront at Dos Rios Filing Three  
 Reception No. 2942736  
 City of Grand Junction  
 2945-221-23-010

Tent Lease Area

POINT OF BEGINNING  
 Parcel 2  
 190 Square Feet



~ COLORADO RIVER ~

- LEGEND**
- ALIQUOT SURVEY MARKER
  - ROW RIGHT OF WAY
  - PLS PROFESSIONAL LAND SURVEYOR
  - PSCO PUBLIC SERVICE COMPANY
  - Rec. No. RECEPTION NUMBER
  - MCSM MESA COUNTY SURVEY MARKER
  - CH CHORD
  - ALC ALUMINUM CAP
  - Esmt. EASEMENT

**LINE TABLE**

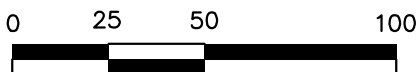
LINE	BEARING	DISTANCE
L1	S47°11'16"W	19.01'
L2	N47°11'16"E	19.00'
L3	S56°09'26"W	19.00'
L4	N56°09'26"E	19.00'

**CURVE TABLE**

CURVE	LENGTH	DELTA ANGLE	RADIUS	CH BEARING	CH LENGTH
C1	10.00'	1°44'11"	330.00'	S41°56'38"E	10.00'
C2	10.00'	1°50'33"	311.00'	N41°53'27"W	10.00'
C3	10.00'	1°15'33"	455.00'	S34°28'21"E	10.00'
C4	10.00'	1°18'51"	436.00'	N34°30'00"W	10.00'



SCALE: 1" = 50'



**High Desert Surveying, Inc.**

591 25 Road, Suite B1

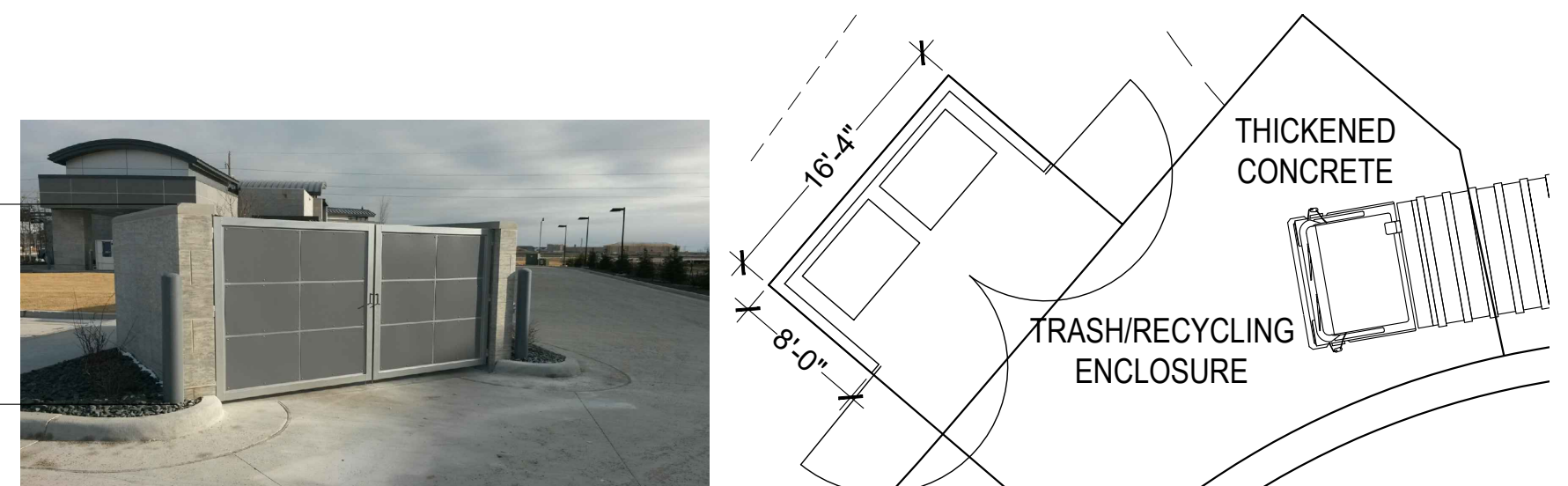
Grand Junction, Colorado 81505

Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 23-113	Surveyed	Drawn	APP'D	SHEET	OF
DATE: March 2024	BO/SG	BE	-	1	1



**Fences & Walls**  
**Fence 1** 30" POSTS / ROPE AT 24" ABOVE GRADE  
**Fence 2** 24" POSTS + TOP RAIL  
**Fence 3** 6" TO TOP RAIL



**Trash Enclosure (Sim.)**  
 (Materials to Match Fence 2)

**1** Parcel Information:  
 ACCOUNT NUMBER: R055488  
 PARCEL NUMBER: 2945-154-26-017  
 OWNER: CORONA JUAN  
 JOINT OWNER:  
 ADDRESS: 530 HALE AVE  
 ZIP CODE: 81501  
 SALE DATE: 8/20/2014, 1:00 AM  
 ZONING: R-8  
 TAX ASSESSOR CODE: 10101  
 APPROXIMATE ACRES: 0.22  
 JURISDICTION: CITY OF GRAND JUNCTION

**2** Parcel Information:  
 ACCOUNT NUMBER: R101342  
 PARCEL NUMBER: 2945-221-21-002  
 OWNER: CITY OF GRAND JUNCTION  
 JOINT OWNER:  
 ADDRESS: 2581 RIVERSIDE PKWY  
 ZIP CODE: 81501  
 SALE DATE:  
 TAX ASSESSOR CODE: 10113  
 APPROXIMATE ACRES: 20.60  
 JURISDICTION: CITY OF GRAND JUNCTION

Parcel Information:  
 ACCOUNT NUMBER: R056485  
 PARCEL NUMBER: 2945-154-26-016  
 OWNER: MONTOYA CARLOS D  
 JOINT OWNER: MONTOYA SUBETTE  
 ADDRESS: 540 PARK AVE  
 ZIP CODE: 81501  
 SALE DATE: 3/19/2010, 1:00 AM  
 ZONING: R-8  
 TAX ASSESSOR CODE: 10101  
 APPROXIMATE ACRES: 0.22  
 JURISDICTION: CITY OF GRAND JUNCTION

Parcel Information:  
 ACCOUNT NUMBER: R419344  
 PARCEL NUMBER: 2945-221-21-004  
 OWNER: CITY OF GRAND JUNCTION  
 JOINT OWNERS:  
 ADDRESS: 559 HALE AVE  
 ZIP CODE: 81501  
 SALE DATE:  
 TAX ASSESSOR CODE: 11171  
 APPROXIMATE ACRES: 16.37  
 JURISDICTION: CITY OF GRAND JUNCTION

### Land Use Breakdown

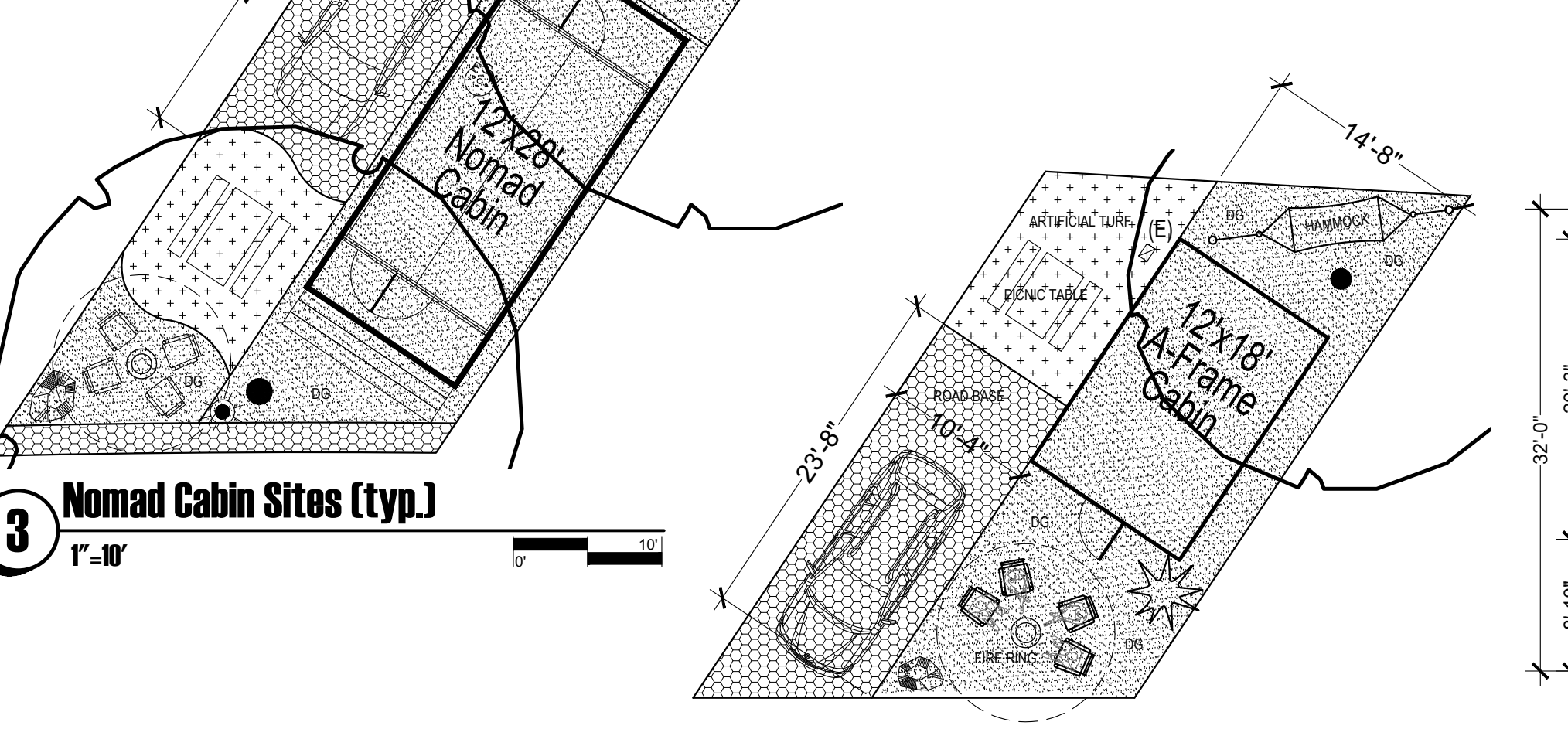
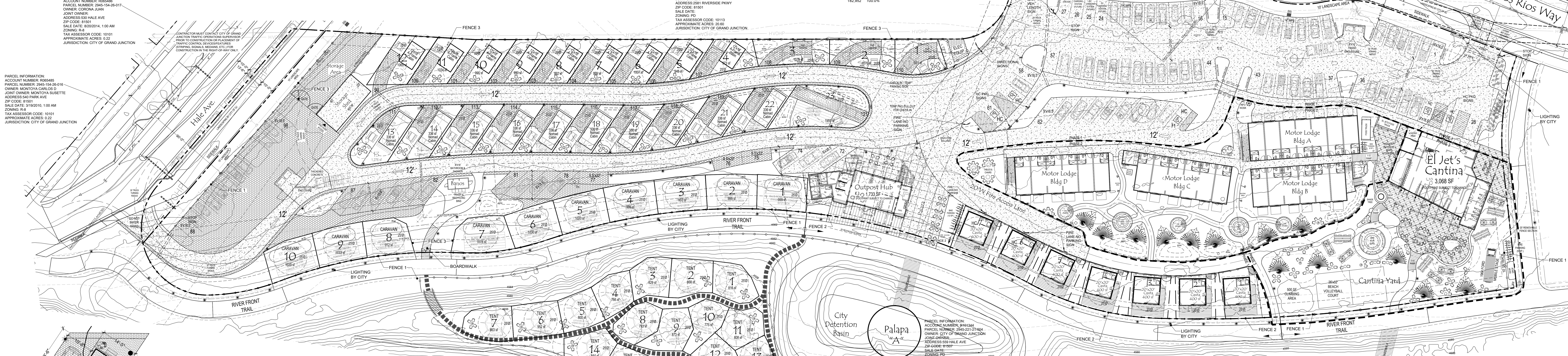
UPDATED: 12/15/2023

Item	Area (SF)	Area (SF)	% of Total
Zoning: PD			
Land Use: PK/COMM/C			
Total Site Area:		182,952	
Buildings:			
El Jets Cantina	3,068		
Outpost Hub	1,733		
MTS Motor Lodge	18,062		
Storage Shed	800		
Casitas 1-7 (400 X 7)	2,800		
Building Sub-Total:	26,453	26,453	14.5%
Paving (Impermeable):			
Concrete Drive	51,446		
Concrete Pedestrian	11,529		
Paving Sub-Total:	62,975	62,975	34.4%
Landscape/Paths/Decks:			
	93,524	182,952	100.0%

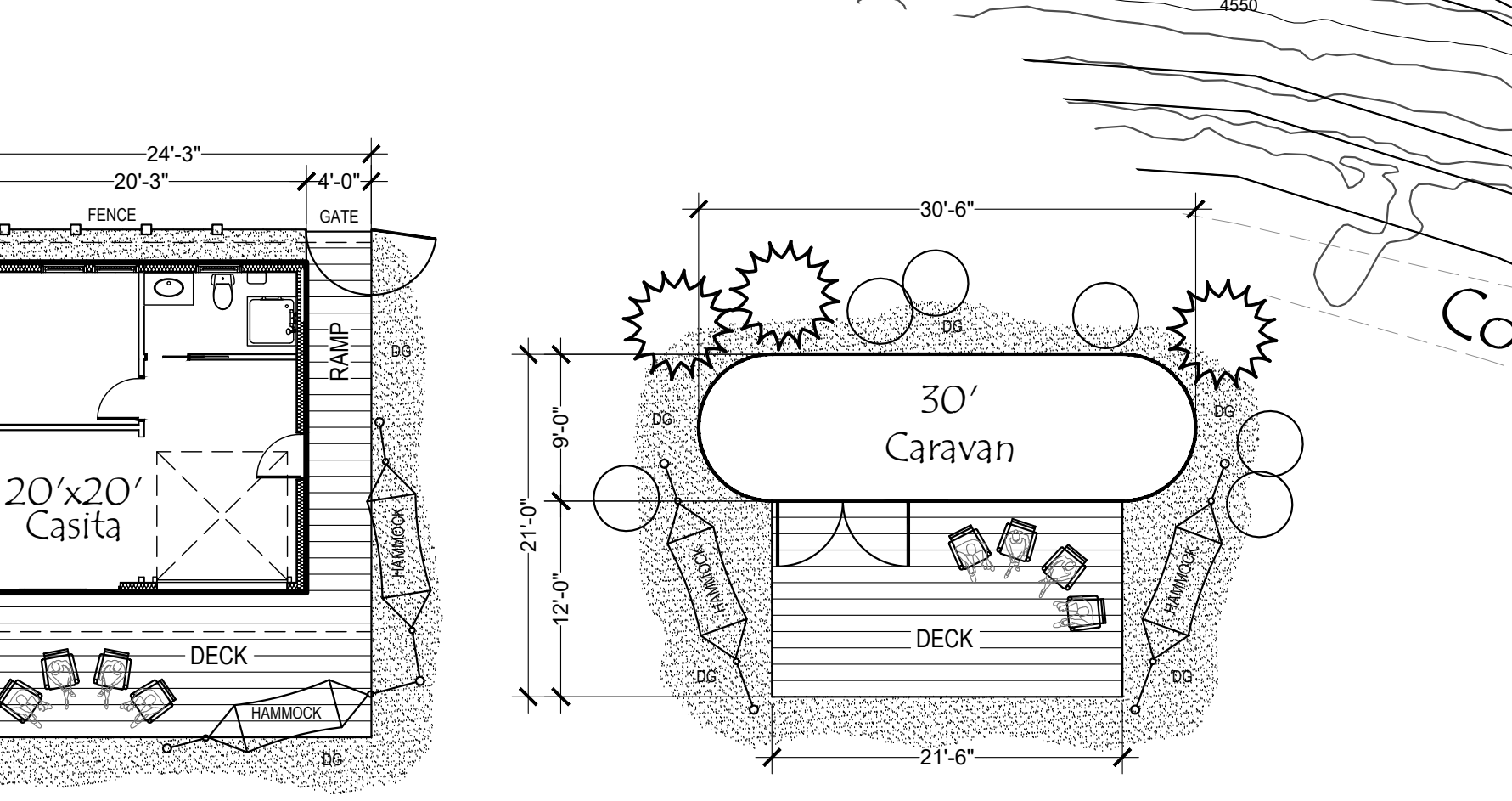
### Property Ownership

ACCOUNT NUMBER: R101343  
 PARCEL NUMBER: 2945-221-21-003  
 OWNER: BUENA VIDA HQ LLC  
 ADDRESS: 535 HALE AVE  
 ZIP CODE: 81501  
 SALE DATE: 6/20/2019, 1:00 AM  
 ZONING: PD  
 TAX ASSESSOR CODE: 10113  
 APPROXIMATE ACRES: 4.20  
 JURISDICTION: CITY OF GRAND JUNCTION

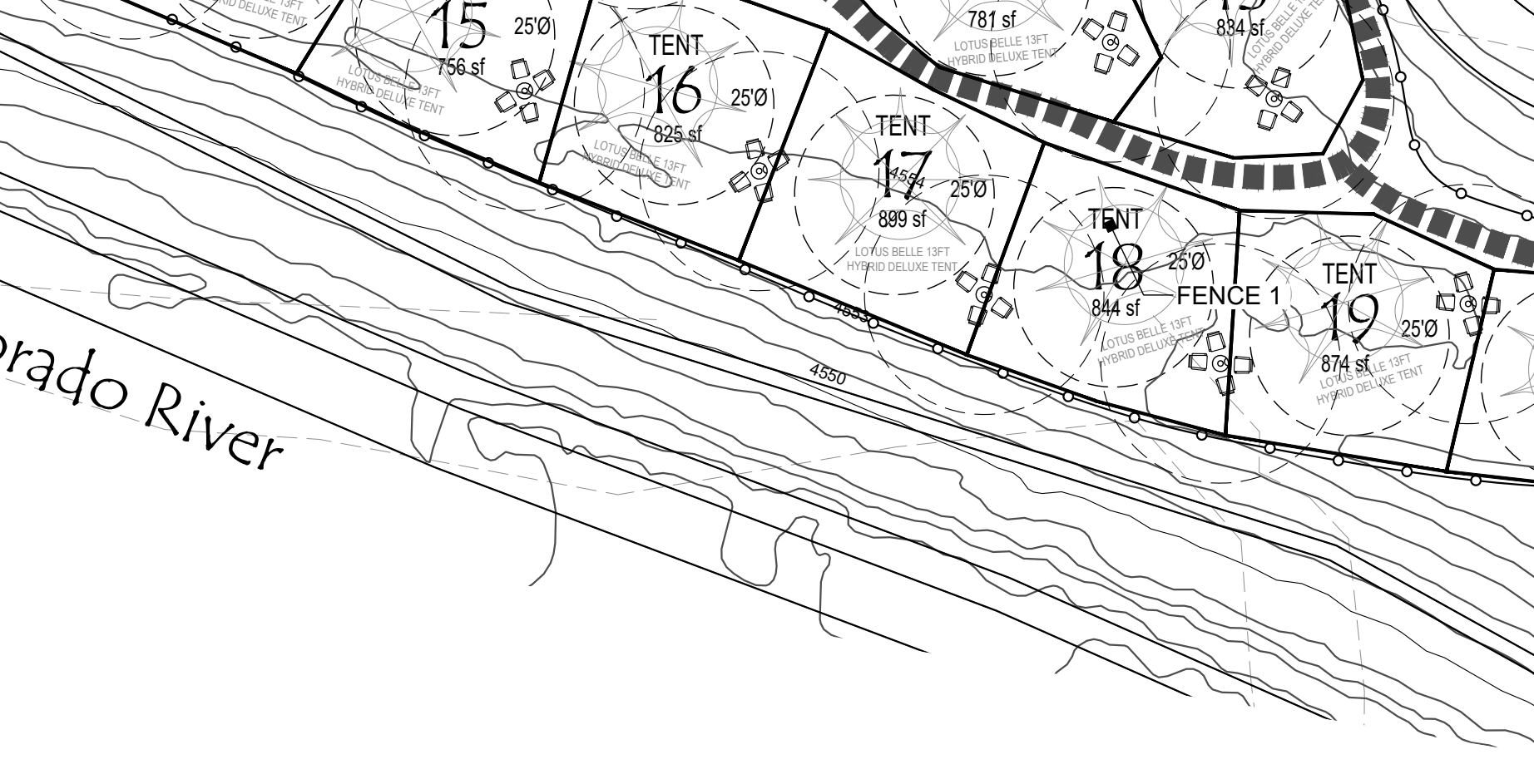
LEGAL DESCRIPTION:  
 LOT 16 REVERFRONT AT DOS RIOS FILING ONE LOCATED WITHIN SEC 22 & 23 1S 1W UM RECD 3/16/2019 R-2880032 MESA CO RECD 5-4-2012 182,952 SF



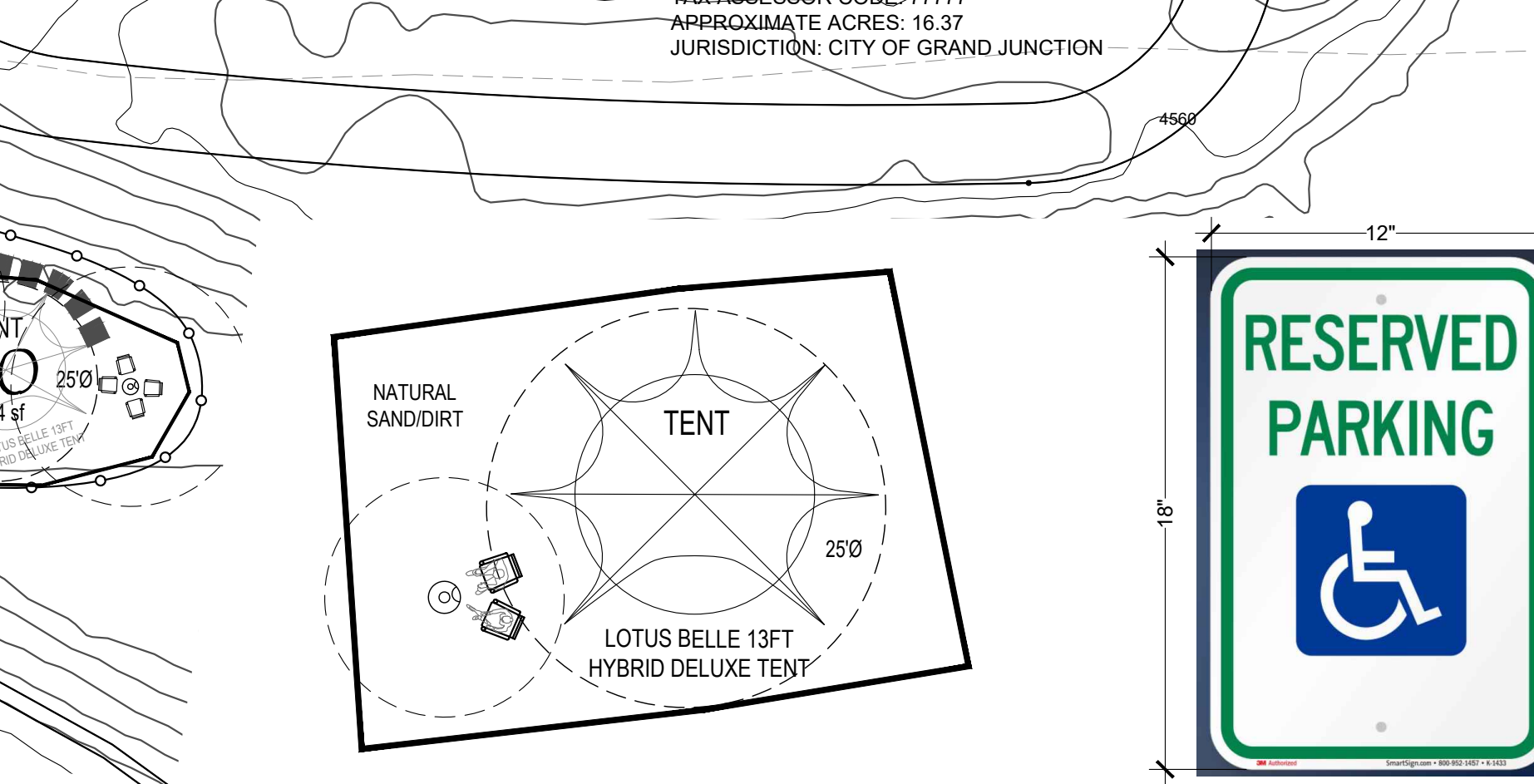
**3 Nomad Cabin Sites (typ.)**  
 1" = 10'



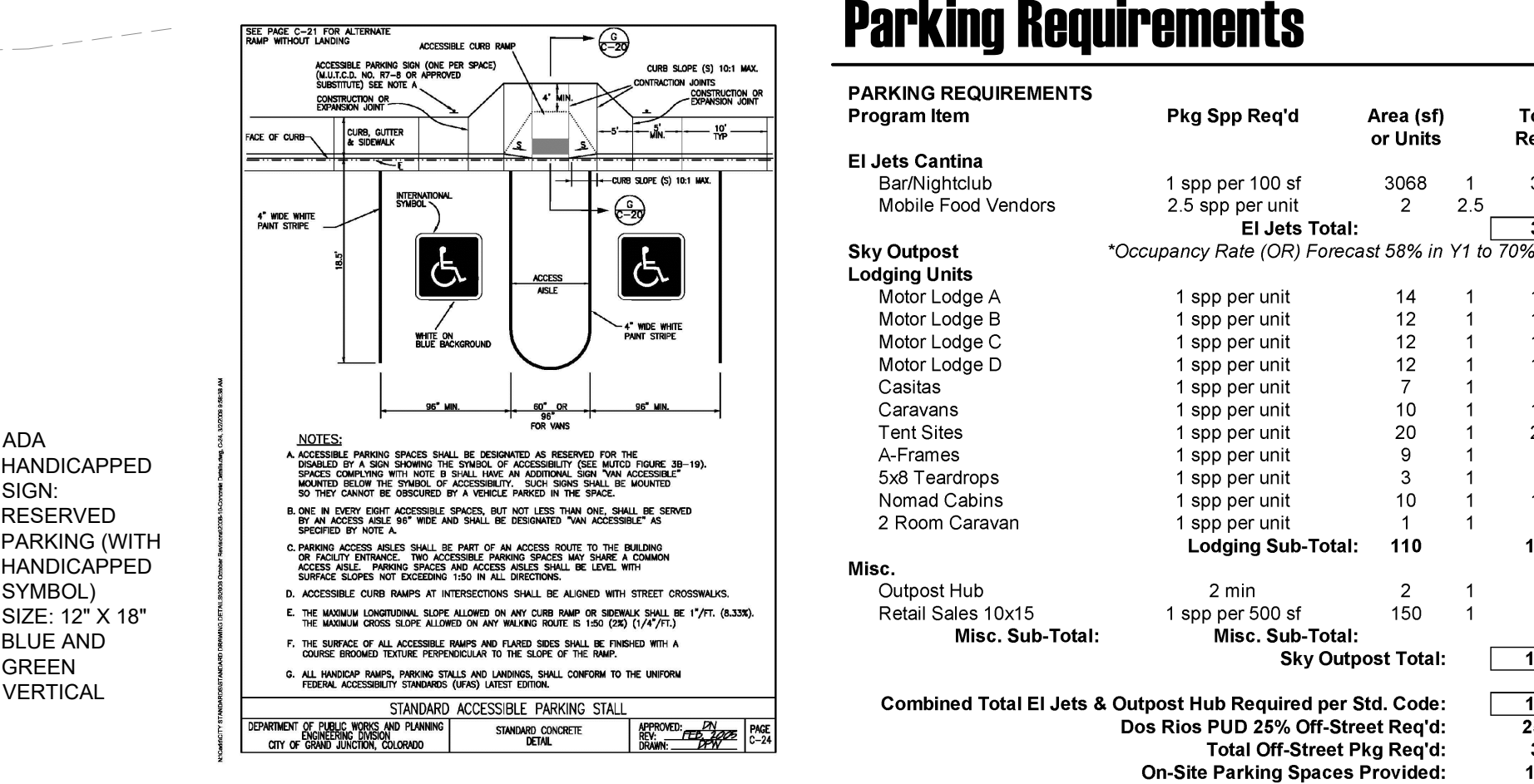
**4 A-Frame Cabins Sites (typ.)**  
 1" = 10'



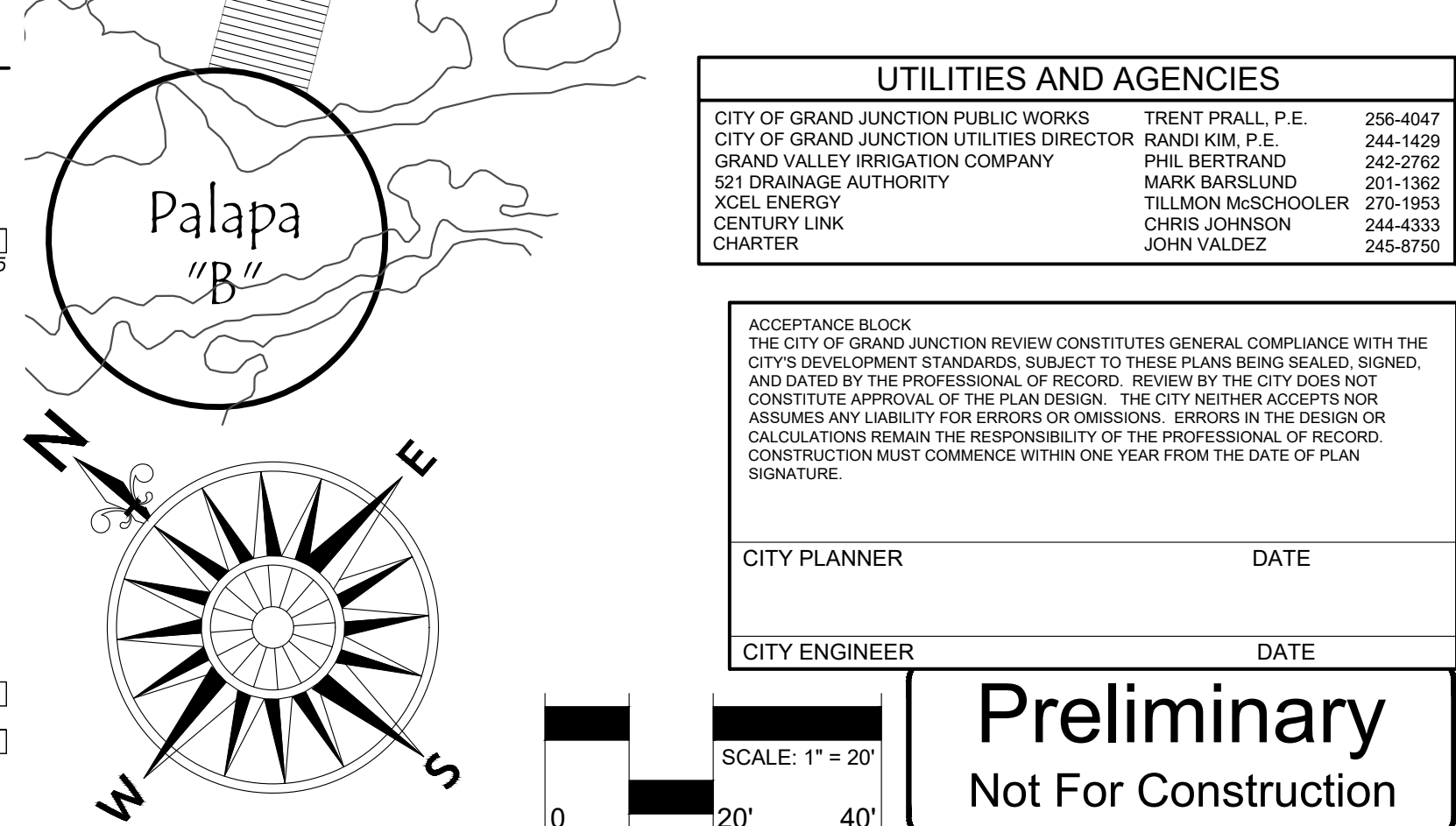
**5 Casita Sites (typ.)**  
 1" = 10'



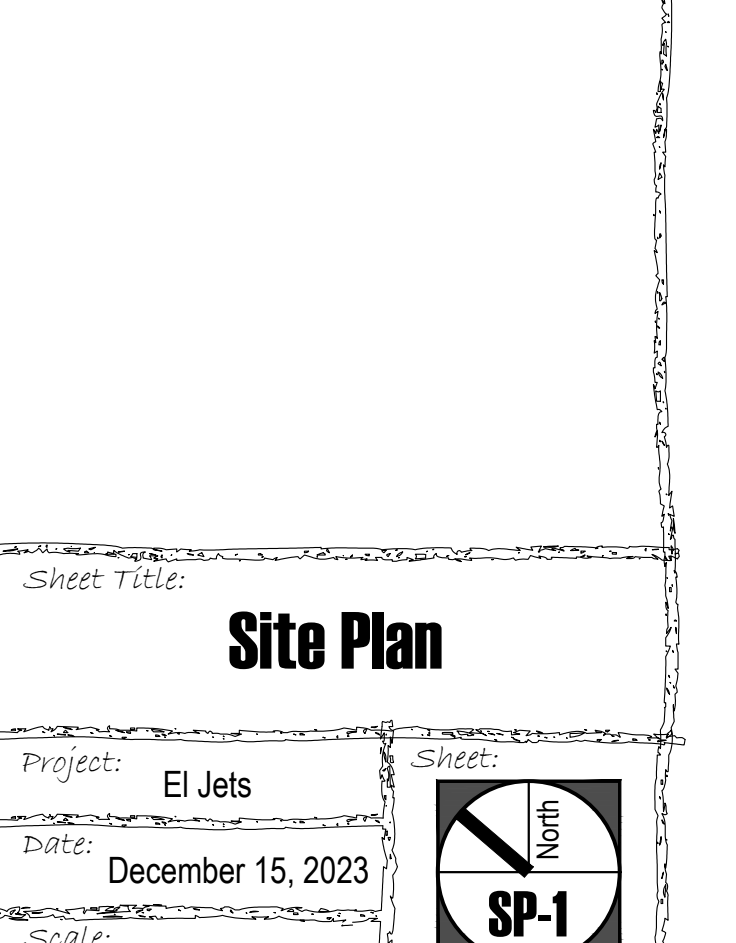
**6 Caravans Sites (typ.)**  
 1" = 10'



**7 Tent Sites (typ.)**  
 1" = 10'



**8 Handicap Parking Sign**  
 NTS



**9 Handicap Parking Detail**  
 NTS

### Parking Requirements

Program Item	Pkg Spp Req'd	Area (sq ft) or Units	Total Req'd
El Jets Cantina			
Bar/Nightclub	1 spp per 100 ft	3068	31
Mobile Food Vendors	2.5 spp per unit	2	5
<b>El Jets Total:</b>			<b>36</b>
Sky Outpost			
Lodging Units			
Motor Lodge A	1 spp per unit	14	14
Motor Lodge B	1 spp per unit	12	12
Motor Lodge C	1 spp per unit	12	12
Motor Lodge D	1 spp per unit	12	12
Casitas	1 spp per unit	7	7
Caravans	1 spp per unit	10	10
Tent Sites	1 spp per unit	20	20
A-Frames	1 spp per unit	9	9
50' Trailers	1 spp per unit	3	3
Nomad Cabins	1 spp per unit	10	10
2 Room Caravan	1 spp per unit	1	1
<b>Lodging Sub-Total:</b>			<b>110</b>
Misc:			
Outpost Hub	2 min	2	2
Retail Sales 10x15	1 spp per 500 sq ft	150	1
<b>Misc. Sub-Total:</b>			<b>151</b>
<b>Sky Outpost Total:</b>			<b>113</b>
<b>Combined Total El Jets &amp; Outpost Hub Required per Std. Code:</b>			<b>149</b>
<b>Dos Rios PUD 25% Off-Street Req'd:</b>			<b>27</b>
<b>Total Off-Street Plus Req'd:</b>			<b>121</b>
<b>On-Site Parking Spaces Provided:</b>			<b>24</b>
<b>Parking Surplus:</b>			<b>97</b>

### UTILITIES AND AGENCIES

Agency	Contact	Phone
CITY OF GRAND JUNCTION PUBLIC WORKS	TRENT PRALL, P.E.	256-0471
CITY OF GRAND JUNCTION UTILITIES DIRECTOR	RANDI KIM, P.E.	244-1420
GRAND VALLEY IRRIGATION COMPANY	PHIL BERTRAND	242-0252
S21 DRAINAGE AUTHORITY	MARK BARLUND	201-1362
WHEEL ENERGY	TILLMAN MASCHERLER	270-1603
CENTURY LINK	CHRIS JOHNSON	244-4333
CHARTER	JOHN VAUGHAN	244-8750

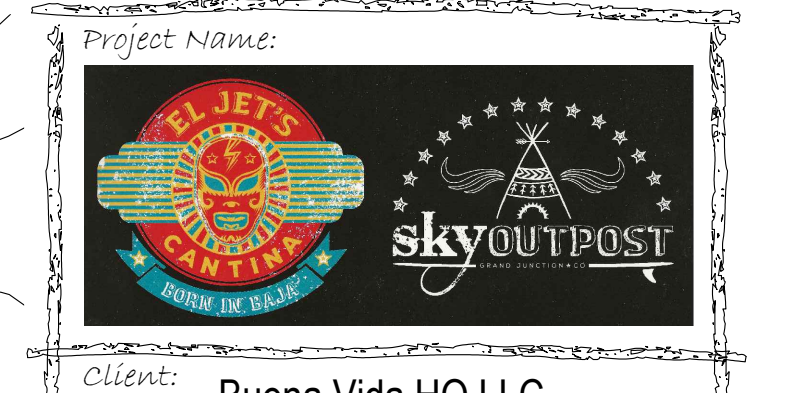
ACCEPTANCE BLOCK  
 THE CITY OF GRAND JUNCTION HEREBY CONFIRMS GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING REALED, SIGNED, AND APPROVED BY THE CITY ENGINEER. THE CITY NEITHER ACCEPTS NOR ASSURES ANY LIABILITY FOR DESIGN OR CONSTRUCTION ERRORS IN THE DESIGN OR CONSTRUCTION. CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD. CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY PLANNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

**Preliminary**  
 Not For Construction

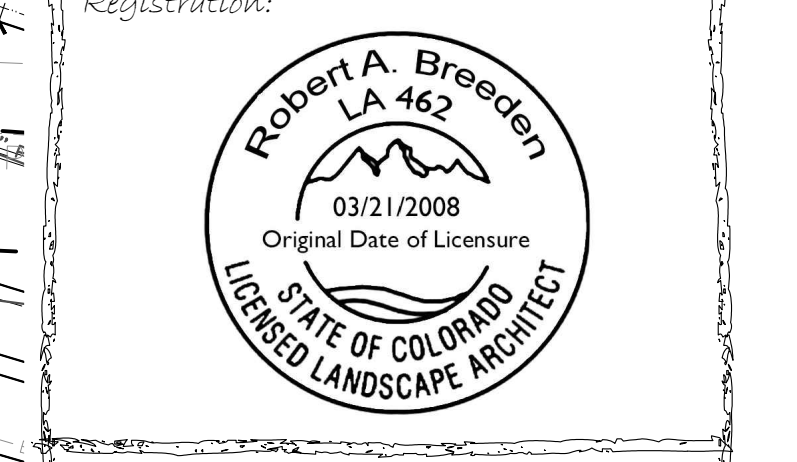
SCALE: 1" = 20'  
 0 20' 40'

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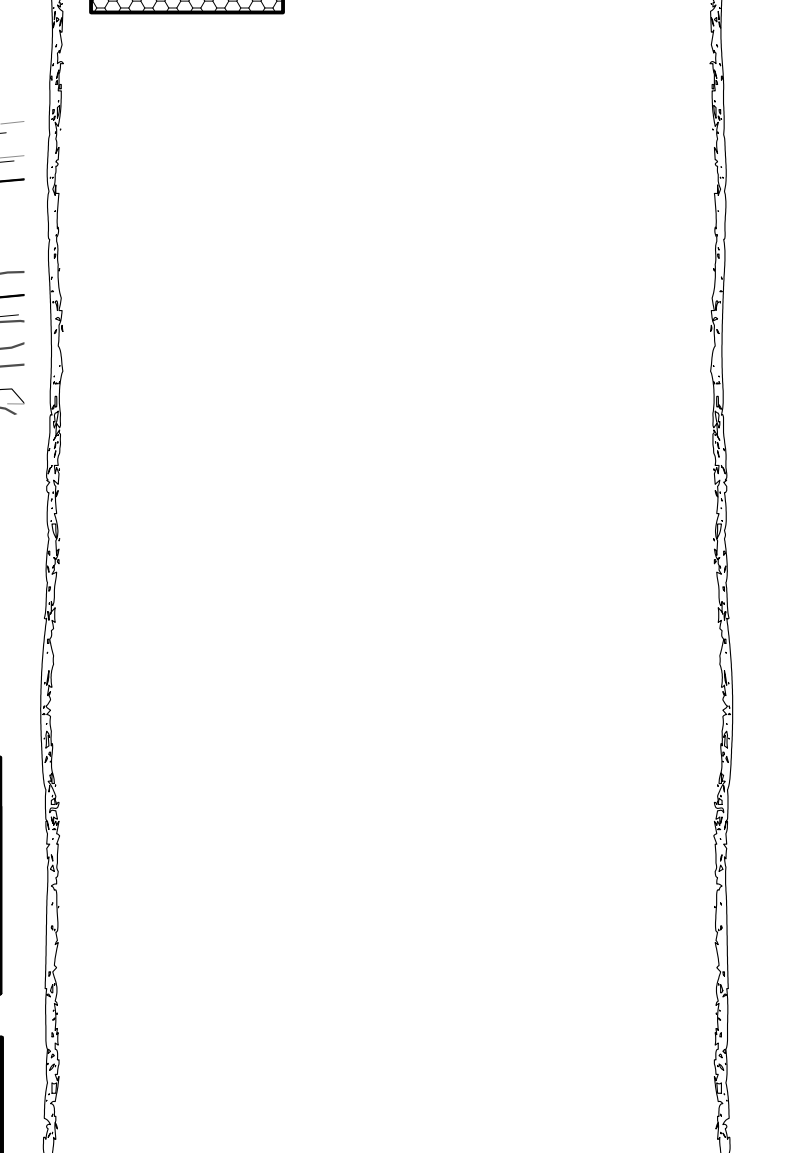
Client: Buena Vida HQ LLC  
 Jen Taylor  
 970-250-9682 (m)  
 JenRiekeTaylor@gmail.com

Landscape Architect:  
**NVISION DESIGN STUDIO, INC.**  
 477 25th Grand Junction, CO 81505  
 Phone: 970.210.2153 Email: j.taylor@nvision.com  
 Website: www.nvision.com

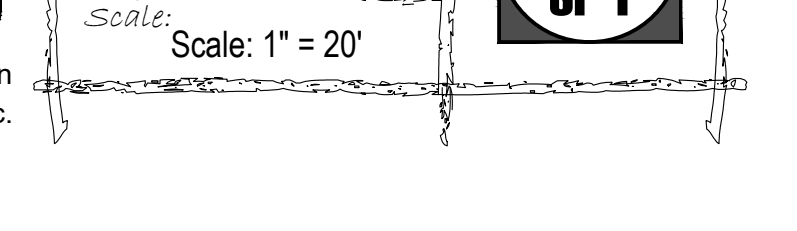


**Legend**

- Food Truck Stage
- Picnic Table
- Gas Kiva
- Wood Chiminea
- Swing Shack
- Shade Shed
- Bollard Light
- Irrigation Sleeves 4" PVC
- Concrete
- STD. GRAY CONC.
- Compacted Road Base
- COMPACTED ROAD BASE



**Site Plan**  
 Project: El Jets  
 Date: December 15, 2023  
 Scale: 1" = 20'



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

AN ORDINANCE APPROVING A LEASE WITH BUENA VIDA HQ LLC FOR 6/10THS OF AN ACRE OF PROPERTY WEST OF 535 HALE AVENUE IN DOS RIOS SUBDIVISION, GRAND JUNCTION, COLORADO

Recitals:

The City of Grand Junction (City) and Buena Vida HQ LLC (Tenant) have agreed to certain terms and conditions by which the City will lease approximately 26,395 square feet (.60 acres) of City property to the Tenant for the Tenant's use in support of a redevelopment project at/near 535 Hale Avenue.

Those terms and conditions have been reduced to an agreement (Lease) by and between the City and the Tenant. The initial term of the Lease shall be twenty-five years, with consideration for a renewed lease(s) thereafter, all as provided in the Lease.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. Approval. The Lease agreement for approximately 26,395 square feet (.60 acres) of City property for the Tenant's use in support of a redevelopment project at 535 Hale Avenue in the form attached is hereby approved. The City Manager is hereby authorized to execute the Lease by and on behalf of the City.

2. Severability. If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

3. Safety Clause. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

INTRODUCED AND ADOPTED on first reading this 17<sup>th</sup> day of April 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

PASSED AND APPROVED on second reading this \_\_\_\_ day of \_\_\_\_ 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

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

Attest:

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



**Grand Junction City Council**

**Regular Session**

**Item #2.a.ii.**

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**Meeting Date:** April 17, 2024  
**Presented By:** Niki Galehouse, Planning Supervisor  
**Department:** Community Development  
**Submitted By:** Niki Galehouse, Planning Supervisor

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**Information**

**SUBJECT:**

Introduction of an Ordinance Amending Title 21 Zoning and Development Code to Modify and Clarify Various Provisions Relating to Application Outreach Meetings, Extension of Approvals, Termination of Conditional Use Permits, Mixed-Use Downtown Dimensional Standards, Side Setbacks Abutting Residential in Mixed-Use and Industrial Zone Districts, Retail Sales in Industrial Zones, Dwelling Units - Single-Family Detached, Cottage Courts, and Tiny Homes as Uses, Home Occupations, and Density Measurements and Setting a Public Hearing for May 1, 2024.

**RECOMMENDATION:**

The Planning Commission heard this item at the March 26, 2024, hearing and recommended (7-0) approval of this request, with support of the staff recommendation to strike through for GJMC 21.03.080(c)(3) and 21.04.020(e).

**EXECUTIVE SUMMARY:**

When the Zoning and Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. The staff has identified several items that were amended, which inadvertently conflict with standard practice, have challenges with the implementation of new practice, or could use additional clarification. The proposed amendments address seven subject matters of the Code.

In addition, in the general course of usage of the Zoning and Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning and Development Code. These amendments address four different sections within the 2023 Zoning and Development Code.



## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The City contracted with Clarion Associates in December 2021 to update the City's Zoning and Development Code with the intent of updating regulations to better reflect the key principles and policies described in the 2020 One Grand Junction Comprehensive Plan, achieve a higher level of regulatory efficiency, consistency, and simplicity, and identify constraints and opportunities for affordable and attainable housing, consistent with those identified in the City's recently adopted Housing Strategies. When the Zoning and Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation.

Staff has identified several items that were amended, which inadvertently conflict with standard practice, have challenges with the implementation of new practice, or could use additional clarification. The proposed amendments address seven subject matters of the Code and are identified as updated revisions in the sections that follow.

In addition, in the general course of usage of the Zoning and Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning and Development Code. These amendments address four different sections within the 2023 Zoning and Development Code and are identified as general revisions in the sections that follow.

#### *GJMC 21.02.030(c)(5)(iii) Application Outreach Meetings, Meeting Content (Update)*

The requirement for content at a neighborhood outreach meeting is not appropriate when the meeting is being held for public hearing items where the requested change is that of land use or zoning, as a concept plan is not a requirement for these application types. In fact, it is discouraged for an applicant to include this information. A land use or zoning change should be broad, as the approval does not include development authorization, and the broad range of allowed uses within the requested category or zone should be considered. This revision removes the requirement for a concept plan to be provided at the outreach meeting.

#### *GJMC 21.02.030(j)(2)(ii) Extension of Approval Term, Permit or Administrative Approval; GJMC 21.02.040(l)(4)(ii)(D) Subdivision, Major, Lapsing and Extension of Approvals (General)*

The adopted code language regarding extensions for administrative permits and subdivisions is carryover language from the previous code, but in light of the repeal and replacement of the Zoning and Development Code, this standard could create difficulties. Updating the language to reflect conformance with the approved plan set instead of currently adopted codes allows the project to maintain approval for an additional six months for administrative approvals or 12 months for subdivisions without the need to re-enter the review process.

#### *GJMC 21.02.050(g)(3) Conditional Use and Special Dimensional Permit Amendment,*

*Termination, or Revocation, Preliminary Criteria and (5) Review Procedures (General)*

The provision that allows for the termination of a Conditional Use Permit (CUP) has only one criterion for approval, which is that the use is now allowed in the current zone district. This came up recently as to why this would need to go to public hearing if this is the standard for review. This revision amends the review procedures to allow the termination of a CUP to be reviewed and decided on by the Director. In addition, this proposal adds that a CUP may be terminated if it can be shown that the use has ceased to exist.

*GJMC 21.03.060(e) Mixed-Use Downtown (MU-3), Dimensions (Update)*

The dimensional use tables in the Mixed-Use Districts generally refer to the residential districts for uses that are designed for residential use only and provide the applicant with one to two options to provide flexibility. However, given that the Mixed-Use Downtown (MU-3) zone district does not allow for single-family uses and that its character is generally different within the downtown realm, it has already come up as an issue that multifamily uses would not be able to utilize the zero-foot setbacks afforded to other structures that would also have to go through the site plan review process. This amendment removes the requirement for residential uses to use greater setbacks than other uses within the MU-3 district.

*GJMC 21.03.060-070 Mixed-Use & Industrial Zone Districts, Dimensions (General)*

In the dimensional standards tables within the mixed-use and industrial zone districts, there is a line within the setbacks that applies to 'side abutting residential.' The absence of specificity regarding 'residential' leaves the question of whether it is intended to apply to residential uses or zone districts.

The impact of this provision could be significant depending on the application. Only applying this provision to residential zone districts essentially creates a buffer around the zone district of 10 feet where it abuts residential zones. However, applying it to residential uses accounts for the impacts between properties within the zone district and increases compatibility between residential and nonresidential uses.

Discussion at the Planning Commission workshop centered around the intent of the districts and the increased allowance of uses within the mixed-use districts. The proposed revision removes the setback requirement abutting residential in favor of the primary mixed-use or industrial zone district.

*GJMC 21.03.070(e-f) Industrial Districts, Use Limits; GJMC 21.04.020(e) Principal Use Table; Accessory Use Table, Retail Sales and Service (Update)*

It has come to light that the Principal Use Table in the adopted code allows retail sales of all scales in both the Light Industrial (I-1) & General Industrial (I-2) zone districts. This conflicts with the provision in the dimensional standards tables for the zone districts, which limits retail sales area to a max of 10 percent of GFA, 5,000 sf per lot or parcel.

The proposed revisions remove all 'Retail Sales and Service' categories from both the

I-1 and I-2 zone districts in the Principal Use Table and add 'Retail Sales and Service, Small' as an allowed use in the Accessory Use Table, consistent with the dimensional standards tables.

*GJMC 21.03.080(c)(3), Public Parks and Open Space, Dimensions; GJMC 21.04.020(e) Principal Use Table, Dwelling Unit, Single-Family (Update)*

This item adds a single-family detached dwelling unit as an allowed use in the P-1 (Public Parks & Open Space) zone district, similar to what was formerly allowed in the Community Services & Recreation (CSR) zone district. While the general intent is to preserve open spaces, there are some circumstances where placement of a single home may be appropriate. This use was eliminated with the adoption of the 2023 ZDC as the CSR district was split in two, with one district focused on strictly open space and the other on properties with structures. **During the hearing process, concerns were raised about the proposed setbacks. Staff would like additional time to vet these dimensional standards and request that these revisions be pulled from this amendment.**

It also adds dimensional standards to the P-1 zone district that are comparable to those provided in the previous CSR district. However, it is important to note that the CSR district encompassed both the P-1 and P-2 zone districts, so the standards there were applicable to civic facilities as well. The proposed standards for the P-1 district are adjusted to be context-sensitive for a single-family detached dwelling unit on its own.

*GJMC 21.04.020(e) Principal Use Table, Tiny Home (Update)*

It was recently questioned whether the use of a Tiny Home, per the State definition, could be permitted as an accessory dwelling unit (ADU). Because the use is identified on its own in the Principal Use Table and not in the Accessory Use Table, the code, as written, does not contemplate the use of Tiny Homes as accessory structures. This was almost certainly an oversight that staff would like to correct. This revision removes Tiny Home from the Principal Use Table and amends the definition to clarify that a Tiny Home may be either a single-family dwelling unit or an ADU.

*GJMC 21.04.020(e) Principal Use Table, Cottage Court (Update)*

The Public, Civic, and Institutional Campus (P-2) zone district is intended to provide housing in support of other civic uses. It came to staff's attention that a Cottage Court use was not permitted here, and this revision adds the use.

*GJMC 21.04.040(e)(2)(iii)(B)(f) Accessory Use-Specific Standards, Prohibited Home Occupations (Update)*

The previous code allowed for beauty shops and seamstress uses. These are essentially low-volume personal services, to be home occupations, provided they meet the remaining performance standards. The removal of this allowance and prohibition on all personal services created quite a few nonconformities throughout the city. This revision addresses this and continues to allow similar uses as home occupations.

*GJMC 21.14.010(a)(1-2) Measurements, Maximum Residential Density; Minimum*

### *Residential Density (General)*

The provisions for the calculation of minimum and maximum density, as written, provide the calculation for actual density. The proposed revisions correct this and revise how to calculate the minimum and maximum required. The revision also includes a provision to account for how density is rounded, which accounts for whole units. A partial unit must be rounded up to a whole unit to meet minimum density. Conversely, a partial unit must be rounded down to not exceed maximum density.

### **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on March 17, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between March 19 and March 25, 2024, through the GJSpeaks.org platform.

### **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(d) of the Zoning and Development Code, which provides that the City may approve an amendment to the text of the Code if the applicant can demonstrate evidence proving each of the following criteria:

#### **(A) Consistency with Comprehensive Plan**

The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed amendments to the 2023 Zoning & Development Code are generally consistent with the Comprehensive Plan. Plan Principle 11 seeks to create effective government through Strategy 3.c., which encourages the evaluation of existing practices and systems to find opportunities for improvement of outcomes. The proposed revisions are the result of constant evaluation of existing practices and regulations and seek to provide resolution and excellent customer service. Staff finds this criterion has been met.

#### **(B) Consistency with Zoning and Development Code Standards**

The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

The proposed amendments to the 2023 Zoning and Development Code are consistent with the rest of the provisions in the Code and do not create any conflicts with other provisions in the Code. Staff finds this criterion has been met.

#### **(C) Specific Reasons**

The proposed Code Text Amendment shall meet at least one of the following specific reasons:

The proposed amendments to the 2023 Zoning and Development Code (ZDC) all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

- a. To address trends in development or regulatory practices;

*Side Setback Abutting Residential:* This amendment **modifies requirements** in the code to address shifting priorities in regulatory practices by removing the side setback abutting residential in mixed-use and industrial zone districts. As the nonresidential zone districts have become increasingly mixed-use as opposed to commercial, the regulatory considerations for treating residential uses within the mixed-use zone districts are less significant. Additionally, for the industrial zone districts, there is an increasing desire to encourage these areas to develop as industrial, thus also encouraging the removal of the side setback abutting residential requirements.

- b. To expand, modify, or add requirements for development in general or to address specific development issues;

*Mixed-Use Downtown Dimensional Standards:* The amendment to the Mixed-Use Downtown dimensional standards **modifies requirements** to address a specific development issue that has been raised regarding the difficulty of developing multifamily within the MU-3 zone district if the RH-16 dimensional standards must be applied. While it makes sense to apply residential bulk standards to a residential-only site where single-family uses are allowed or where there are different compatibilities to consider in the higher-intensity mixed-use districts, the Downtown district has a different character and does not allow single-family dwelling units. A multifamily structure in this zone district does not have a different impact than a commercial structure and does not necessitate greater setbacks for compatibility reasons.

*Personal Service Home Occupation:* The amendment to the home occupation regulations **modifies requirements** to correct an inadvertent change in the 2023 ZDC update, which removed personal service use from being permitted as a home occupation. The personal service use, when meeting the additional home occupation standards, is an appropriate use.

- c. To add, modify or expand zone districts; or

*Retail Sales in Industrial Zones:* This amendment **modifies zone districts** to remove 'Retail Sales and Service' at all sizes as allowed uses within the Principal Use Table within the Industrial Light (I-1) and Industrial General (I-2) zone districts. It also adds the 'Retail Sales and Service, Small' as an allowed use in the Accessory Use Table, clarifying that this use is intended to be supplemental to the primary industrial uses that may occur within a principal structure within the industrial zone districts. This brings the use tables into consistency with the Dimensional Standards Tables, which limit retail sales to a max of 10 percent of the structure or 5,000 sf.

*Single-Family Detached Dwelling Unit, Principal Use Table:* The amendment to the Public Parks and Open Space (P-1) zone district **modifies the zone district** to allow for a use, single-family detached dwelling unit that was previously allowed in the old code and was inadvertently removed in the 2023 update. **Staff recommends removing these revisions from this text amendment.**

*Tiny Home Dwelling Unit, Principal Use Table:* The amendment to the tiny home dwelling unit use **modifies zone districts** to remove a use in order to provide clarity about how the use may be used throughout the zone districts. The inclusion of the use in the table but exclusion in other areas of the code implies that it may only be used as a principal structure, not as an accessory dwelling unit. The removal here and revision to the definition ensures that tiny homes may be used as either a principal use or an accessory dwelling unit.

*Cottage Court Dwelling Unit, Principal Use Table:* The amendment to the Public, Civic, and Institutional Campus **modifies the zone district** to allow for an additional use type, which allows greater flexibility for potential residential development. The cottage court dwelling unit use has the potential to provide greater compatibility with surrounding residential zone districts, and the exclusion in this zone district was unintentional in the 2023 ZDC update.

- d. To clarify or modify procedures for processing development applications. *Application Outreach Meeting Content:* This code provision is being amended to **modify procedures** for processing applications that were added to the City of Grand Junction Code that are not in alignment with current or desired practice. The inclusion of a concept plan at a rezone or comprehensive plan level is a superfluous requirement that exceeds the standards for review of the hearing item.

*Extension of Approvals:* The amendments to the treatment of requests for extensions of approvals **modify procedures** to allow for these to be completed based on existing approvals. This would remove the requirement for the project to re-enter the review system to obtain a modest extension to complete the project.

*Termination of Conditional Use Permit (CUP):* The amendments to the Termination of a Conditional Use Permit provisions of the Code **modify procedures** to create a process that is more logical and streamlined. If the review criteria to terminate a CUP is that it is either terminated (new language) or an allowed use, this is a very straightforward review that should not require a public hearing process and may be completed administratively by the Director.

*Density Measurement Calculations:* The amendments to the density measurements **clarify requirements** to ensure that these calculations are being done in an accurate manner. The previous code language, which was

carried forward into the 2023 ZDC, calculates actual density, not minimum and maximum density, which is what is intended. The amendment allows for this section to provide an accurate expectation for an applicant.

Staff finds this criterion has been met.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the proposed amendments, the following findings of fact have been made:

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendments to Title 21 are consistent with the Comprehensive Plan and the Zoning and Development Code Standards and meet at least one of the specific reasons outlined.

Planning Commission heard this item at the March 26, 2024 hearing and recommended (7-0) approval of this request, with support of the staff recommendation to strike through for GJMC 21.03.080(c)(3) and 21.04.020(e).

**FISCAL IMPACT:**

There is no fiscal impact associated with this request.

**SUGGESTED MOTION:**

I move to introduce an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, and set a public hearing for May 1, 2024.

**Attachments**

1. Planning Commission Minutes - 2024 - March 26 - DRAFT
2. ZDC (Title 21) Amendments Q2 Draft Ordinance

**GRAND JUNCTION PLANNING COMMISSION**  
**March 26, 2024, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Melanie Duyvejonck, Sandra Weckerly, Kim Herek and Orin Zyvan.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 5 members of the public in attendance, and 0 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from March 12, 2024.

Commissioner Secrest moved to approve the consent agenda.  
*Commissioner Duyvejonck seconded; motion passed 7-0.*

**REGULAR AGENDA**

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**1. Zoning & Development Code Amendments – Quarter 2 2024 **ZCA-2024-123****

Consider Amendments to Title 21 Zoning and Development Code to Modify and Clarify Various Provisions Relating to Application Outreach Meetings, Extension of Approvals, Termination of Conditional Use Permits, Mixed-Use Downtown Dimensional Standards, Side Setbacks Abutting Residential in Mixed-Use and Industrial Zone Districts, Retail Sales in Industrial Zones, Dwelling Units - Single-Family Detached, Cottage Courts, and Tiny Homes as Uses, Home Occupations, and Density Measurements.

**Staff Presentation**

Niki Galehouse, Planning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

*Staff requested that the amendments to Section 21.03.080 as well as the addition of the single-family detached dwelling to the P-1 zone district in the principal use table be pulled for further consideration at a future hearing.*

**Questions for staff and applicant**

**Public Hearing**



*The public comment period was opened at 5:00 p.m. on Tuesday, March 19, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 5:48 p.m. on March 26, 2024.*

### **Discussion**

Commissioner Weckerly asked if the Tiny Homes being allowed in P-2 conflicted with staff's recommended amendments.

### **Motion and Vote**

Commissioner Weckerly made the following motion "Mr. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-123, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report with amendment of a strike through for GJMC 21.03.080(c)(3) and 21.04.020(e)."

*Commissioner Herek seconded; motion passed 7-0.*

### **OTHER BUSINESS**

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### **ADJOURNMENT**

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Commissioner Scissors moved to adjourn the meeting.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 5:52 p.m.

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING APPLICATION OUTREACH MEETINGS, EXTENSION OF APPROVALS, TERMINATION OF CONDITIONAL USE PERMITS, MIXED-USE DOWNTOWN DIMENSIONAL STANDARDS, SIDE SETBACKS ABUTTING RESIDENTIAL IN MIXED-USE AND INDUSTRIAL ZONE DISTRICTS, RETAIL SALES IN INDUSTRIAL ZONES, SINGLE-FAMILY RESIDENTIAL, COTTAGE COURTS, AND TINY HOMES AS USES, HOME OCCUPATIONS, AND DENSITY MEASUREMENTS**

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

When the Zoning & Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. Staff has identified several items that were amended which inadvertently conflict with standard practice, have challenges with implementation of new practice, or could use additional clarification. These amendments address seven different sections within the 2023 Zoning & Development Code.

In addition, in the general course of usage of the Zoning & Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning & Development Code. These amendments address four different sections within the 2023 Zoning & Development Code.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

**The following sections of the zoning and development code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):**

...

**21.02.030 COMMONLY APPLICABLE PROCEDURES**

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...

**(c) Application Outreach Meetings**

...

**(5) Procedures**

...

**(ii) Meeting Content and Conduct**

- (A) At the meeting, the applicant shall present a concept plan, describe project impacts, describe ways to mitigate impacts, facilitate a discussion, and answer questions during the meeting. A concept plan is not required at a NCM for comprehensive plan amendments, code text amendment, zone of annexation and/or rezones.
- (B) The concept plan shall, at a minimum, delineate access to the site, internal circulation, the range of density of the entire property or the maximum intensity (square footage and stories for all buildings).

...

**(j) Lapsing and Extension of Approvals**

...

**(2) Extension of Approval Term**

...

**(ii) Permit or Administrative Approval**

- (A) Unless otherwise stated in a permit or specific procedure for an administrative approval, the Director may extend the validity of the permit or approval for up to 180 more days if the applicant proves they can complete the project in conformance with currently adopted codes and policies the approved plan set.

...

**21.02.040 ADMINISTRATIVE APPLICATIONS**

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...

**(l) Subdivision, Major**

...

**(4) Preliminary Subdivision Plan**

...

**(C) Review Criteria**

...

**(ii) Lapsing and Extension of Approvals**

...

(D) The applicant shall plat the entire property included in the Preliminary Subdivision Plan within six years of the initial plan approval date. After six years, approval of unplatted portions of the Preliminary Subdivision Plan shall be considered void unless an extension is requested and approved by the decision-making body. One extension of 12 months may be granted by the Director so long as the Preliminary Subdivision Plan is consistent with the Comprehensive Plan and current zoning requirements approved plan set, unless the Director determines that any currently adopted requirements of current codes, laws or regulations are necessary for public health, safety, and welfare. The Director may approve an extension of the approved plan set with the amendment(s) determined necessary or deny the extension. Additional extensions may be granted by the Planning Commission so long as the plan is consistent with the Comprehensive Plan and current zoning requirements approved plan set and the plan set has been amended as determined necessary by the Director for public health, safety, and welfare purposes.

**21.02.050 APPLICATIONS REQUIRING A PUBLIC HEARING**

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...

**(g) Conditional Use and Special Dimensional Permit Amendment, Termination, or Revocation**

...

**(3) Preliminary Criteria**

...

**(B) Grounds for Termination**

The permit holder shall show that the use is an allowed use in the zone district in which it is now established or that the use has ceased to exist.

...

**(5) Review Procedures**

(A) All applications for amendment, or revocation, or termination of a Conditional Use or Special Dimensional Permit shall be processed in the same manner and based on the same review criteria as a new request for a Conditional Use or Special Dimensional Permit.

(B) All applications for termination of a Conditional Use Permit shall be reviewed and decided on by the Director.

(BC) Any person or entity, other than the City, seeking to amend, terminate, or revoke an approved Conditional Use or Special Dimensional Permit shall pay a fee in the amount established for an original application for a Conditional Use or Special Dimensional Permit.

...

## 21.03.060 MIXED-USE DISTRICTS

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...

### (c) Mixed-Use Neighborhood (MU-1)

#### (1) Intent

The MU-1 district is intended to provide low intensity, neighborhood service, office, and limited retail uses that can include second residential uses and are compatible with adjacent residential neighborhoods. Development should be compatible and complementary in scale and appearance to a residential environment. MU-1 is appropriate as indicated in **Error! Reference source not found..**

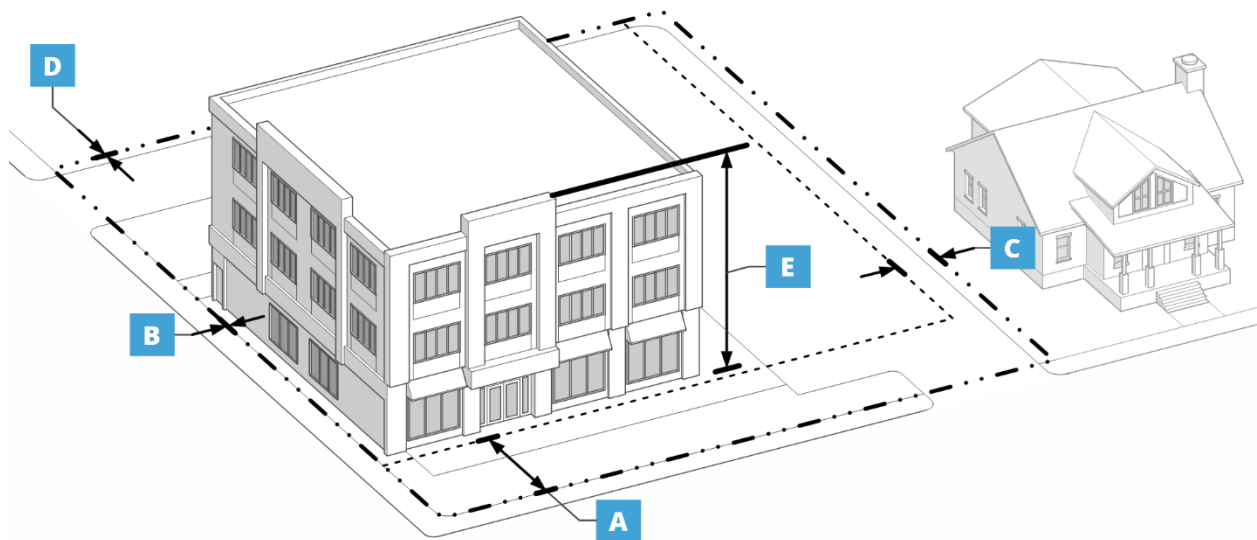
#### (2) Uses

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

#### (3) Dimensions

(i) The following dimensions apply in the MU-1 zone district as follows:

- (A) Structures that are designed for residential use only shall comply with the dimensional standards of the Residential zone district referenced here. Residential development shall comply with the density standards provided for MU-1.
- (B) Structures that are either mixed-use or nonresidential shall comply with the dimensional standards for MU-1 provided here.



Lot Standards	
Residential Standards	
Applicable district standards [1]	RM-8 or RM-12
Minimum Density	8 du/acre
Mixed-Use Lot Standards	
Lot Area (min, ft)	4,000
Lot Width (min, ft)	50
Lot Coverage (max, %)	70
Parking, Loading, Service	
Access and Location	Side or Rear
Use Limits	
Outdoor uses are not allowed on residential-only lots	
Notes: [1] Either district may be chosen at rezoning; the chosen district shall be applied consistently.	

Building Standards		
Setbacks: Principal Structure (min)		
<b>A</b>	Front	15
<b>B</b>	Side	0
<b>C</b>	Side-Abutting Residential	5
<b>D</b>	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side-Abutting Residential	5
	Rear	0
Height (max, ft)		
<b>E</b>	Height	40
Gross Floor Area (max, sf)		
	Retail	15,000
	Office	30,000

**(d) Mixed-Use Corridor (MU-2)**

**(1) Intent**

The MU-2 district is intended to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses. MU-2 is appropriate as indicated in **Error! Reference source not found..**

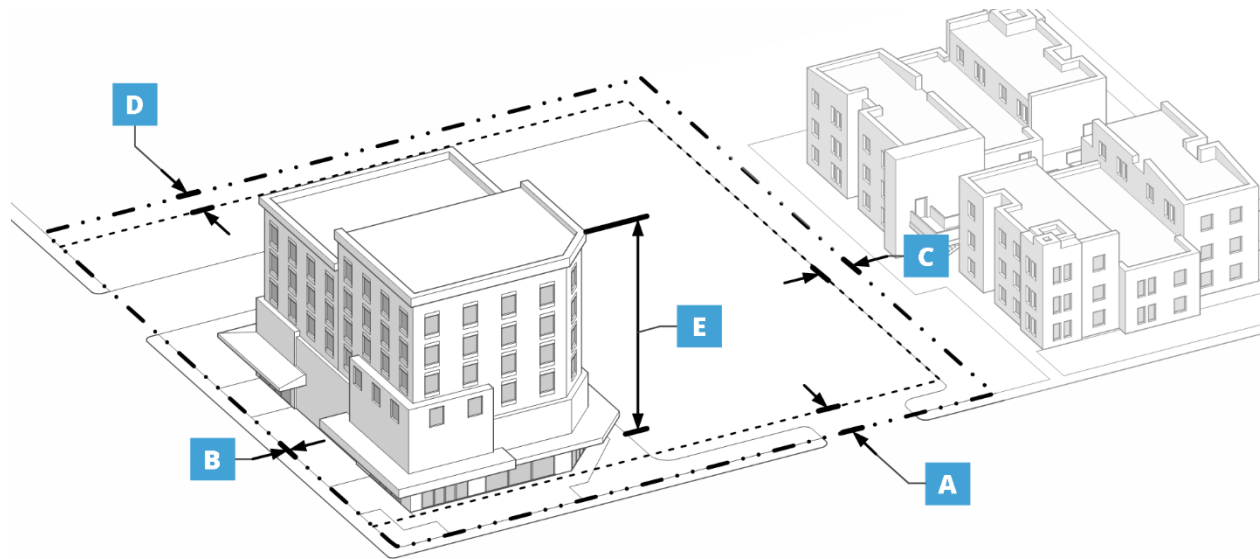
**(2) Uses**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

**(3) Dimensions**

(i) The following dimensions apply in the MU-2 zone district as follows:

- (A) Structures that are designed for residential use only shall comply with the dimensional standards of the Residential zone district referenced here. Residential development shall comply with the density standards provided for MU-2.
- (B) Structures that are either mixed-use or nonresidential shall comply with the dimensional standards for MU-2 provided here.



Lot Standards	
Residential Standards	
Applicable district standards	RH-16 or RH-24
Minimum Density	16 du/acre

Building Standards		
Setbacks: Principal Structure (min)		
<b>A</b>	Front	15
<b>B</b>	Side	0

Lot Standards	
Mixed-Use Lot Standards	
Lot Area (min, ft)	20,000
Lot Width (min, ft)	50
Lot Coverage (max, %)	100
Parking, Loading, Service	
Access and Location: Alley where available, otherwise side or rear	
Notes: [1] 0 feet for a lot on an alley.	

Building Standards		
<b>C</b>	Side Abutting Residential	10
<b>D</b>	Rear	10 [1]
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side Abutting Residential	5
	Rear	10
Height (max, ft)		
<b>E</b>	Height	65
Use Limits		
Outdoor storage is not allowed within the front setback.		



**(e) Mixed-Use Downtown (MU-3)**

**(1) Intent**

The MU-3 Downtown district is intended to provide highly walkable downtown retail, service, office, lodging, and mixed uses with ground story storefronts and upper story residential, lodging, and office uses. Downtown Grand Junction is intended to be attractive to both residents and visitors and should include active public spaces and a range of community amenities. The scale of new development and redevelopment can be larger than current structures but must incorporate transitions between larger and smaller structures. Retaining the historic character of Downtown is an important priority to balance with the consideration of new and redevelopment. MU-3 is appropriate as indicated in **Error! Reference source not found..**

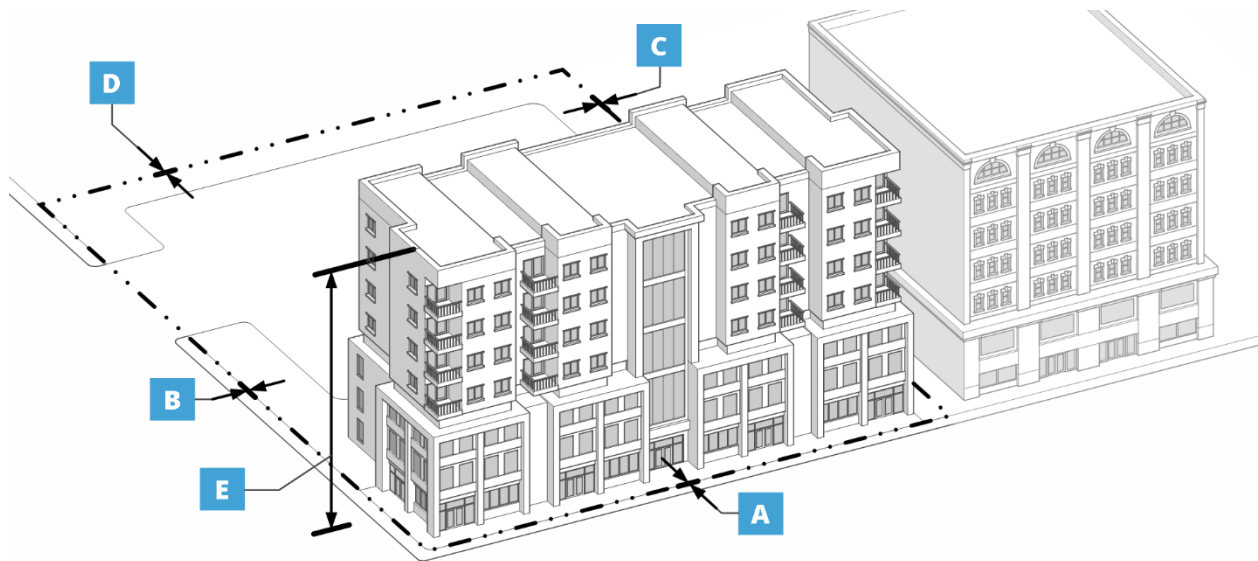
**(2) Uses**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

**(3) Dimensions**

(i) The following dimensions apply in the MU-3 zone district as follows:

- (A) Structures that are designed for residential use only shall comply with the dimensional standards of the Residential zone district referenced here. Residential development shall comply with the density standards provided for MU-3.
- (B) Structures that are either mixed-use or nonresidential shall comply with the dimensional standards for MU-3 provided here.



Lot Standards	
Residential Standards	
Applicable district standards	RH-16
Minimum Density	8 du/acre

Building Standards		
Setbacks: Principal Structure (min)		
A	Front	0
B	Side	0

Lot Standards	
Mixed-Use Lot Standards	
Lot Area (min, ft)	n/a
Lot Width (min, ft)	n/a
Lot Coverage (max, %)	100
Parking, Loading, Service	
Access: Alley where available, otherwise side or rear	
Location: Side or Rear	

Building Standards		
<b>C</b>	Side Abutting Residential	0
<b>D</b>	Rear	0
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side Abutting Residential	0
	Rear	0
Height (max, ft)		
<b>E</b>	Height	80

**(4) District Specific Standards**

**(i) Parking Location**

- (A) When parking, either commercial or private, is the principal use on a lot there shall be a 30-foot front setback to the edge of the parking area.
- (B) When parking, either commercial or private, is an accessory use on a lot, there shall be at least a six-foot front setback to the edge of the parking area.

**(ii) Open Space**

Applications for multifamily or mixed-use developments in an MU-3 zone district shall be required to pay the in-lieu fee, as determined in GJMC **Error! Reference source not found.**, rather than provide a land dedication.

**(f) Commercial General (CG)**

**(1) Intent**

The CG zone district is intended for auto-oriented retail commercial and commercial services, wholesale, and warehouse-facilities. This district allows outdoor storage and limited outdoor operations. In some areas of the community, CG accommodates truck traffic. This district is intended to be located along corridors where proximity to residential and walkable mixed-use development is limited. CG is appropriate as indicated in **Error! Reference source not found..**

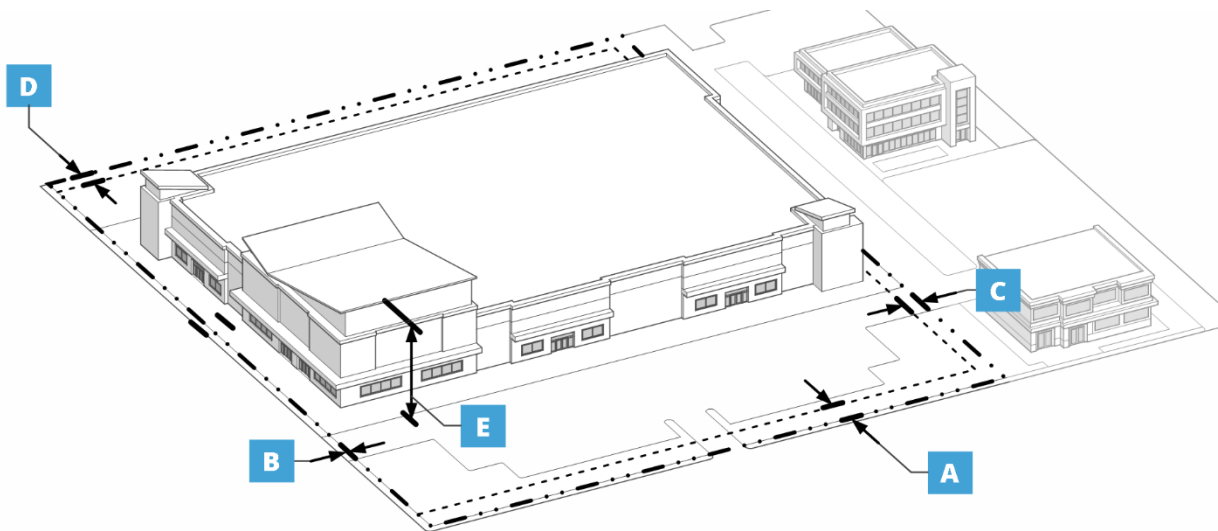
**(2) Uses**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

**(3) Dimensions**

(i) The following dimensions apply in the CG zone district as follows:

- (A) Structures that are designed for residential use only shall comply with the dimensional standards of the Residential zone district referenced here.
- (B) Structures that are either mixed-use or nonresidential shall comply with the dimensional standards for CG provided here.



Lot Standards	
Residential Standards	
Applicable district standards	RH-16
Minimum Density	n/a
Mixed-Use Lot Standards	
Lot Area (min, ft)	20,000
Lot Width (min, ft)	50
Lot Coverage (max, %)	100

Building Standards		
Setbacks: Principal Structure (min)		
A	Front	15
B	Side	0
C	Side Abutting Residential	10
D	Rear	10 [1]
Setbacks: Accessory Structure (min)		
	Front	25

Lot Standards	
Parking, Loading, Service	
Access: Alley where available, otherwise side or rear	

Building Standards		
	Side	0
	Side Abutting Residential	5
	Rear	10
Height (max, ft)		
<b>E</b>	Height	65
Use Limits		
Outdoor uses are not allowed in a front setback.		
Notes: [1] 0' for lot on an alley		

**21.03.070 INDUSTRIAL DISTRICTS**

...

**(d) Industrial/Office Park, Retired (I-OR)**

**(1) Intent**

The Industrial/Office zone district has been retired from future use. Property that is zoned I-O as of the Effective Date shall be permitted to continue as conforming to this Code but rezoning any additional areas to I-OR is prohibited. The intent of the I-OR zone district is to provide for a mix of light manufacturing uses, office park, limited retail and service uses in a business park setting with proper screening and buffering, all compatible with adjoining uses.

**(2) Uses and Dimensions**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

The following dimensions apply in the I-OR zone district:

Lot Standards	
Lot Area (min, ft)	1 acre
Lot Width (min, ft)	100
Lot Coverage (max, %)	100%
Use Limits	
Retail sales area max: 10% GFA of principal structure, <u>and no more than 5,000 sf per any lot or parcel</u>	

Building Standards		
Setbacks: Principal Structure (min)		
	Front	15
	Side	0
	Side Abutting Residential	10
	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side Abutting Residential	5
	Rear	10
Height (max, ft)		
	Height	65

**(3) District Specific Standards**

- (i) Outdoor storage and permanent display areas may be located beside or behind the principal structure. Site plan approval is required for lots with double or triple frontage where the side and rear yards will be used for permanent display areas.
- (ii) Portable display of retail merchandise may be permitted as provided in GJMC **Error! Reference source not found..**

**(e) Industrial Light (I-1)**

**(1) Intent**

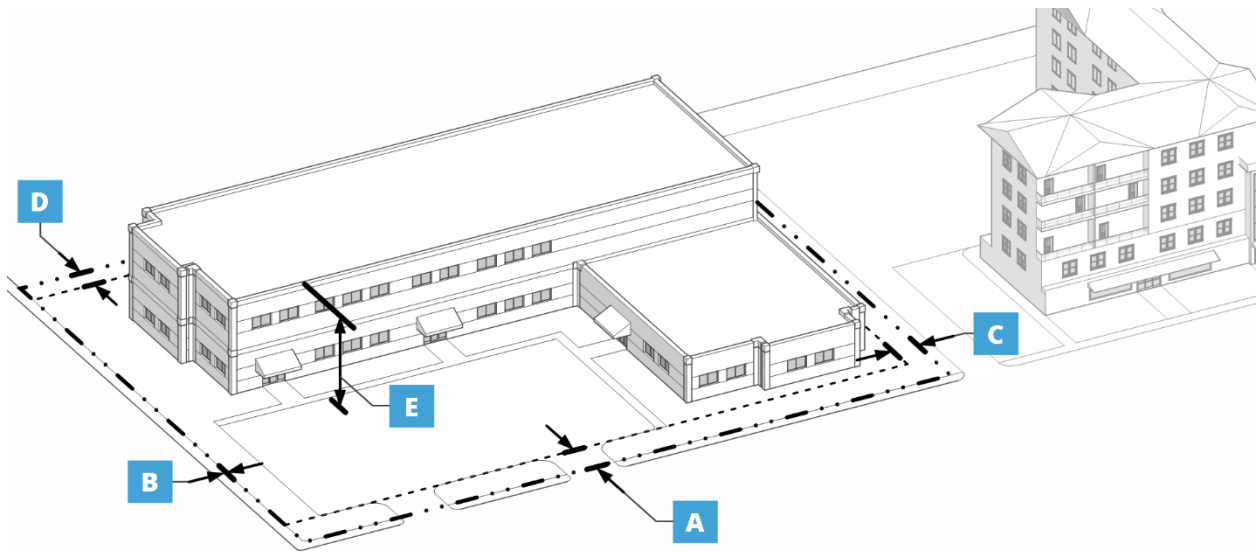
To provide for areas of light fabrication, manufacturing, technology, and industrial uses with limited, accessory commercial uses, all of which are compatible with existing adjacent land uses, access to transportation and the availability of public services and facilities. I-1 is appropriate as indicated in **Error! Reference source not found.:** Comprehensive Plan Implementation.

**(2) Uses**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

**(3) Dimensions**

The following dimensions apply in the I-1 zone district:



Lot Standards	
Lot Standards	
Lot Area (min, ft)	1 acre
Lot Width (min, ft)	100
Lot Coverage (max, %)	100
Use Limits	
Retail sales area max: 10% GFA of principal structure, and no more than 5,000 sf per any lot or parcel	
Outdoor uses are not allowed in a front setback.	

Building Standards		
Setbacks: Principal Structure (min)		
A	Front	15
B	Side	0
C	Side Abutting Residential	40
D	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side Abutting Residential	5
	Rear	10

**Lot Standards**

**Building Standards**

**Height (max, ft)**

<b>E</b>	Height	50
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**(f) Industrial General (I-2)**

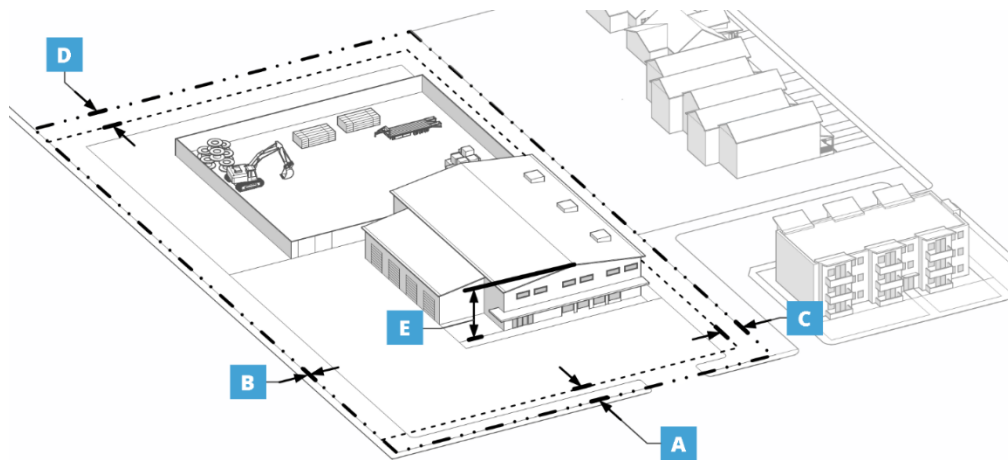
**(1) Intent**

I-2 is intended to provide areas for the accommodation of normal operations of heavy and concentrated fabrication, manufacturing, technology, and industrial uses and associated outdoor activities and storage. I-2 zone districts shall have easy semi-tractor trailer access to the state and federal highway system and/or railroads and the availability of adequate public services, utilities, and facilities. I-2 is appropriate as indicated in **Error! Reference source not found..**

**(2) Uses and Dimensions**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found.**

The following dimensions apply in the I-2 zone district:



**Lot Standards**

**Lot Standards**

Lot Area (min, ft)	1 acre
Lot Width (min, ft)	100
Lot Coverage (max, %)	100

**Use Limits**

Retail sales area max: 10% GFA of principal structure, and no more than 5,000 sf per any lot or parcel.

Outdoor uses are not allowed in a front setback.

**Building Standards**

**Setbacks: Principal Structure (min)**

<b>A</b>	Front	15
<b>B</b>	Side	0
<b>C</b>	Side Abutting Residential	40
<b>D</b>	Rear	10

**Setbacks: Accessory Structure (min)**

	Front	25
	Side	0
	Side Abutting Residential	5

**Lot Standards**

**Building Standards**

	Rear	10
<b>Height (max, ft)</b>		
<b>E</b>	Height	50

**21.03.080 PUBLIC, PARKS, AND OPEN SPACE DISTRICTS**

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**(c) Public Parks and Open Space (P-1)**

**(1) Intent**

The P-1 district is intended to protect and preserve open spaces that are held in either public or private ownership. P-1 districts may include parks, open spaces, trails, wetlands, floodplains, environmentally sensitive areas, and unique habitats and landscapes. P-1 is appropriate as indicated in **Error! Reference source not found..**

**(2) Uses**

Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

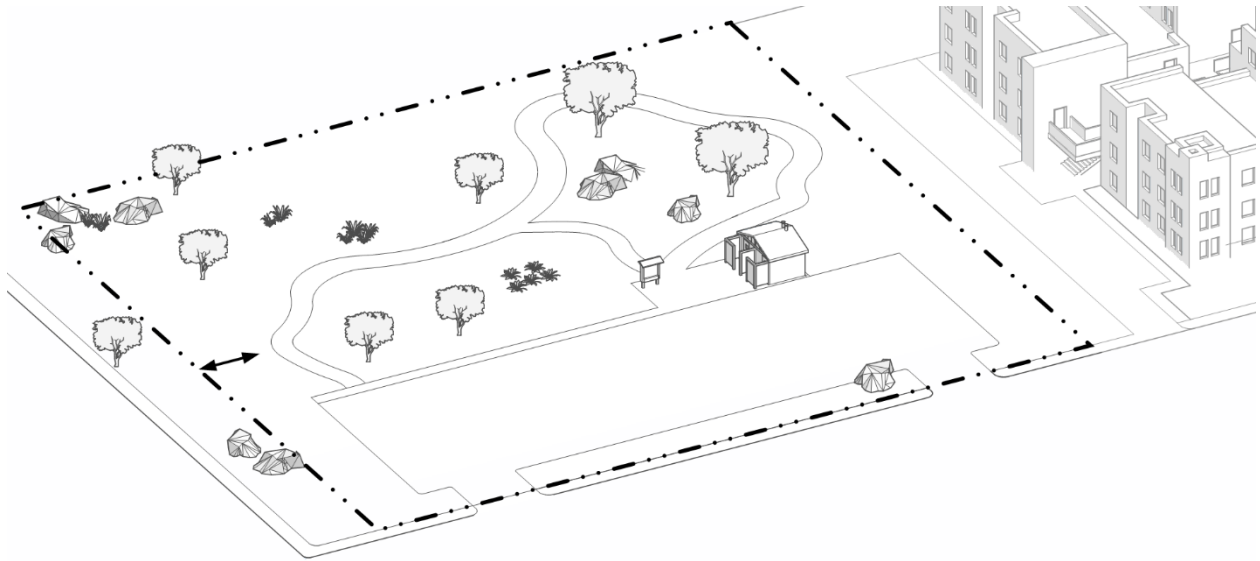
**(3) Dimensions**

(i) The following dimensions apply in the P-1 zone district as follows:

(A) To preserve access to clean air, pure water, natural recreation areas, and scenic natural beauty, the subdivision and development of land is restricted in P-1 districts. P-1 development shall be reviewed through GJMC **Error! Reference source not found.**, except the development of a single-family detached dwelling unit shall be reviewed through the issuance of a Planning Clearance.

(B) The following dimensions apply to the development of a single-family detached dwelling unit:





<b>Lot Standards</b>	
<b>Dimensions (min, length ft or area sf)</b>	
Lot area	1 acre
Lot width	100
Lot frontage	None
Cul-de-sac	30
<b>Maximum Number of Dwelling Units</b>	
Single-Family Detached	1
<b>Lot Coverage (max, %)</b>	
Lot coverage	20

<b>Building Standards</b>	
<b>Setback: Principal Structure (min, ft)</b>	
Front	20
Street Side	15
Side	15
Rear	30
<b>Setback: Accessory Structure (min, ft)</b>	
Front	25
Side	20
	3
Rear	10
<b>Height (max, ft)</b>	
Height	35

Notes: See **Error! Reference source not found.** for setback adjustments

**(4) District Specific Standards**

All buildings constructed in any P-1 district must be permanent construction without a chassis, hitch, or wheels, or other features that would make the structure mobile, unless otherwise expressly stated in this Code.

**21.04.020 PRINCIPAL USE TABLE**

...

**(e) Use Table**

Table 21.04-1: Principal Use Table A= Allowed Use C= Conditional Use For accessory use regulations, see Table 21.04-2 in Section 21.04.040											
Zone Districts	...	MU-1	MU-2	MU-3	CG	IO-R	I-1	I-2	P-1	P-2	Use-Specific Standards
<b>Residential Uses</b>											
Household Living											
Dwelling, Single-Family Detached		A							A	A	
Dwelling, Tiny Home		A								A	
...											
Dwelling, Cottage Court										A	
...	...										
<b>Retail Sales</b>											
...											
Retail Sales and Service, Small	...	A	A	A	A		A*	*			*Table 21.04-2
Retail Sales and Service, Medium	...		A	A	A		A				
Retail Sales and Service, Large	...		A		A		A	A			
Retail Sales and Service, Big Box	...		A		A		A	A			
...											

...

**21.04.040 ACCESSORY USES AND STRUCTURES**

...

**(d) Accessory Use Table**

Table 21.04-2: Accessory Use Table A= Allowed Use C= Conditional Use For accessory use regulations, see Table 21.04-2 in Section 21.04.040											
Zone Districts	...	MU-1	MU-2	MU-3	CG	IO-R	I-1	I-2	P-1	P-2	Use-Specific Standards
<b>Industrial Uses</b>											
...											

Retail Sales and Service, Small							<u>A</u>	<u>A</u>			
...											

...

### 21.04.040 ACCESSORY USES AND STRUCTURES

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...

(e) Accessory Use-Specific Standards

...

(2) Commercial Uses

...

(iii) Home Occupation, Daycare or Other

...

(B) Prohibited Home Occupations

...

- f. Personal services, except low-volume operations, such as a beauty shop and seamstress.

...

### 21.14.010 MEASUREMENTS

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(a) Density/Intensity

The following measurements shall apply to all maximum and minimum density calculations for zoning and land use classifications, unless otherwise indicated.

(1) Maximum Residential Density

- (i) ~~“Maximum residential density” means the number calculated by dividing the total number of dwelling units or residential lots, multiplying the maximum allowed number of units per acre defined by the zone district by the gross acreage expressed in square feet or acres of the development property.~~
- (ii) Maximum residential density is rounded down to the nearest dwelling unit per acre.
- (iii) Gross land area includes the entire parcel or property at the time a development application is filed.
  - (A) ~~The “gross residential density” is calculated the same as maximum residential density.~~
  - (~~BA~~) In the R-4 through R-24 zone districts, for the purpose of calculating density on parcels smaller than five acres, one-half of the land area of all adjoining rights-of-way may be included in the gross lot area. The area of the right-of-way shall not be included to determine compliance with the minimum lot area requirements.
  - (~~CB~~) In RH-16 and RH-24, for purpose of calculating density on any parcel, one-half of the land area of all adjoining rights-of-way may be included in the gross lot area.

**(2) Minimum Residential Density**

- (i) This calculation applies to the term “net minimum residential density” as used in this Code. “Minimum residential density” means the number calculated by dividing the total number of dwelling units or residential lots multiplying the minimum required number of units per acre defined by the zone district by the net developable land area of the development parcel. “Net developable land area” means all portions of the parcel at the time a development application is filed, minus the following if they are to be left as open space:
  - (A) Floodways and floodplains;
  - (B) As defined by the Clean Water Act: wetlands, surface waters, stream, and river channels, banks, and corridors;
  - (C) Slopes of greater than 30 percent or other areas of unstable soils that are not suitable for development;
  - (D) Clear zone districts and critical zone districts;
  - (E) Open space or recreation areas to be dedicated to a public agency or to a private entity approved by the Director to perpetually maintain the open space;
  - (F) Ridgeline setback areas in excess of any required setbacks;
  - (G) Areas of geologic hazards; and
  - (H) Other areas that, in the opinion of the body reviewing the development, are similarly unsuitable for development.
- (ii) Minimum residential density is rounded up to the next dwelling unit per acre.

...

**21.14.020 DEFINITIONS**

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...

**Density, Maximum**

~~Maximum residential density means the number calculated by dividing the total number of dwelling units or residential lots by the gross acreage expressed in square feet or acres of the development property. Gross land area includes all of the parcel or property at the time an application is filed. The “gross residential density” is calculated the same as maximum residential density.~~

**Density, Minimum**

~~This calculation shall apply to the term “net minimum residential density” as used in this Code. Minimum residential density means the number calculated by dividing the total number of dwelling units or residential lots by the net developable land area of the development parcel.~~

...

**Dwelling, Single-Family Detached**

A residential building designed for use and occupancy by no more than one family and is not attached to any other dwelling or building by any means (except an approved accessory dwelling unit), on a single lot. Manufactured homes and tiny homes shall be considered single-family detached dwellings.

...

**Dwelling, Tiny Home**

A structure that:

1. Is permanently constructed on a vehicle chassis;
2. Is designed for long-term residency;
3. Includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home;
4. Is not self-propelled; and
5. Has a square footage of not more than 400 square feet.

In order to meet this definition, a tiny home must be built to the International Residential Code as adopted by the Building Codes & Standards program within the Division of Housing. Colorado tiny homes will receive a metal plate insignia that certifies the tiny home is built to the codes and standards of the program. This use does not include manufactured homes, recreational park trailers, or recreational vehicles.

A Tiny Home may be a single-family detached dwelling unit or an accessory dwelling unit.

...

**INTRODUCED** on first reading this 3<sup>rd</sup> day of April 2024 and ordered published in pamphlet form.

**ADOPTED** on second reading this 17<sup>th</sup> day of April 2024 and ordered published in pamphlet form.

ATTEST:

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Anna M. Stout  
 President of the City Council

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Amy Phillips  
 City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #2.a.iii.**

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**Meeting Date:** April 17, 2024  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine

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**Information**

**SUBJECT:**

Introduction of an Ordinance Authorizing a Lease Agreement for Certain City Land for a Fleet Maintenance Facility, and Setting a Public Hearing for May 1, 2024

**RECOMMENDATION:**

Staff recommends City Council authorize and pass Ordinance \_\_\_ for publication in pamphlet form and set a public hearing for May \_\_\_ 2024.

**EXECUTIVE SUMMARY:**

This lease agreement represents a collaborative effort between the City and County to address fleet maintenance infrastructure needs, specifically through the establishment of a Transit Fleet Maintenance Facility. The agreement sets forth terms that benefit both parties and provides a framework for the Facility's construction, operation, and potential future disposition. The facility is expected to enhance the efficiency and effectiveness of the City's fleet maintenance division.

**BACKGROUND OR DETAILED INFORMATION:**

Since 2011, the City's Fleet Services division has been providing repair and maintenance services to Grand Valley Transit (GVT) under a memorandum of understanding. As both the City and GVT fleets have expanded, the current maintenance facility has become increasingly inadequate due to space constraints. These limitations have adversely affected both transit and fleet maintenance operations, leading to prolonged discussions about constructing a new facility. A proposed solution, supported by grant funding obtained by the County, is the development of a 19,400-square-foot pre-engineered metal building. This new facility is designed to accommodate the escalating demands of transit operations and fleet maintenance, pending the agreement's approval.

The designated site for the new facility is on City-owned land located at 2553 Riverside Parkway (City Shops). This site was specifically selected due to its convenient access and proximity to current fleet maintenance operations, as well as its access to compressed natural gas fueling stations. The lease agreement outlines the following terms:

Premises: A maximum of 54,000 square feet on the City's West Avenue campus,  
Term: 25 years, with options for renewal for 10-year terms, subject to mutual agreement.

Rent: \$10.00 annually, with no increase expected during the facility's useful life.

Facility Ownership and Responsibilities: The County owns and maintains the Facility, ensuring compliance with all applicable codes. The facility can be removed by the County or acquired by the City at the lease's end, depending on the structure's useful life as defined by the FTA.

Permitted Use and Construction: The Premises will be used exclusively for constructing and operating the Transit Fleet Maintenance Facility. County staff have collaborated with City staff on the planning of buildings. However, the county has final authority over design and construction but must comply with fire, building, and life safety codes.

Financial and Legal Considerations: The County secures funding through state and federal grants. The City reserves all subsurface rights and obligates the County to pay for all utilities through separate metering.

**FISCAL IMPACT:**

Starting in 2025, the lease payment to the City will be \$10.00 annually. The city will operate the facility with costs funded by GVT.

**SUGGESTED MOTION:**

I move to introduce an ordinance approving a lease agreement with Mesa County for the Construction of a Fleet Maintenance Facility at 2553 Riverside Parkway on first reading, pass the Ordinance in pamphlet form and set a public hearing for May 1, 2024.

**Attachments**

- 1. Fleet Maintenance Facility\_FINAL w Attachments
- 2. ORD-GVT Lease 20240409

## LEASE AGREEMENT

This Lease Agreement ( "*Lease*" ), effective this \_\_\_\_\_ ( "*Effective Date*" ), is entered into by and between the City of Grand Junction, a Colorado home rule municipality as landlord ( "*City*" or "*Landlord*" ), and Mesa County, as tenant ( "*County*" ). The City and County may each be referred to as a "*Party*" and together as the "*Parties*."

### RECITALS

- A. The City owns certain real property located at 2553 Riverside Parkway in the County of Mesa, State of Colorado, commonly known as City Fleet and Municipal Services Campus ( "*Campus*" ).
- B. The City desires to lease to the County and the County desires to lease from the City a portion of real property on the Campus, comprising not to exceed 54,000 square feet together with access easements, in the general location described in the attached Exhibit A and shown in the attached Exhibits B and C. Exhibits A, B and C are incorporated herein by reference as if fully set forth ( "*Premises*" )
- C. The County desires to lease the Premises to construct and operate a new transit fleet maintenance facility ( "*Transit Fleet Maintenance Facility*" or "*Facility*" ), subject to the terms and conditions of this Lease Agreement ( "*Lease*" ). The site logistics plan for the Facility is shown on Exhibit D, which Exhibit is attached and incorporated herein by reference as if fully set forth.
- D. The County has received state and federal grant funding for the purpose of constructing, maintaining, managing and operating the Facility.
- E. The Facility will be a free-standing building used to maintain Grand Valley Transit fleet and will be owned and maintained by the County in accordance with the terms of this Lease. As otherwise provided the Transit Fleet Maintenance Facility shall be constructed so that in the event of termination or upon expiration of this Lease the County may remove the building from the Premises, or the building may be acquired by the City. The site plan for the Facility is shown on Exhibit C, which Exhibit is attached and incorporated herein by reference as if fully set forth.
- F. The City recognizes the benefits of having a new Transit Fleet Maintenance Facility and the benefits the Transit Fleet Maintenance Facility will bring to the citizens of Grand Junction and Mesa County.
- G. The GVRTC supports the construction of the Transit Fleet Maintenance Facility and the cooperation by and between the City and the County to further GVT operations.

### AGREEMENT

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mesa County and the City agree as follows:

1. **LEASE.** In consideration of the rents, covenants and agreements contained in this Lease, the City leases to the County the Premises under the terms and conditions of this Lease.
2. **TERM; RENEWAL.** The term of this Lease shall be twenty-five (25) years ( "*Term*" ), starting on the *Effective Date* also known as the *Lease Commencement Date*. Upon expiration of the Term a subsequent term(s) may, on mutual agreement of the governing bodies of the Parties be established for a term(s) of ten (10) years ( a "*Renewal Term*" ), unless either Party notifies the other in writing not less than 180 days prior to the end of the then-existing term that the notifying Party does not wish



to renew the Lease. In the event of nonrenewal by the City, if the building has not reached the end of its assumed 40-year useful life per the Federal Transit Administration (FTA) definition of useful life then in effect, the County shall remove the Facility (building and improvements) or the City may acquire the Facility in accordance with paragraph 17.

**3. RESERVATIONS FROM LEASE.** The City reserves from this Lease and retains unto itself:

- a. Any and all subsurface rights underlying and/or appurtenant to the Premises.

**4. RENT AND UTILITIES.**

- a. During the Term and any Renewal Term the County shall pay to the City annual rent for each lease year in the amount of TEN DOLLARS (\$10.00) ("*Rent*") for the Premises. The Parties agree that rent should not increase during the useful life of the Transit Fleet Maintenance Facility. Rent shall be due annually on the thirty-first day of January following the Lease Commencement Date, without notice, demand, abatement, deduction, or setoff unless otherwise specifically permitted in this Lease.
- b. The facility will be separately metered and the County shall be obligated to pay for all utilities required for the operation of the Facility.

**5. PERMITTED USE.** The County shall use the Premises to construct and operate a Transit Fleet Maintenance Facility for use by the County and its contractor's and employees, as well as City employees ("*Personnel*") for maintenance of GVT fleet and other related uses. The County shall not use or occupy the Premises nor allow any other person to use or occupy the Premises for any purpose prohibited by this Lease or by the applicable laws of the United States of America, the State of Colorado, the City of Grand Junction, Mesa County or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Premises.

**6. CONSTRUCTION.** The City has been part of the technical team regarding the design and amenities of the Transit Fleet Maintenance Facility; however, the County shall have final authority over all aspects of the design and construction of the Transit Fleet Maintenance Facility. The County shall ensure the Transit Fleet Maintenance Facility complies with all applicable fire, building and life safety codes. The County shall pay for all costs of construction of the Facility.

- a. **Building Requirements.** The size and location of the Transit Fleet Maintenance Facility has been agreed upon by the Parties and is shown on Exhibit C. The Transit Fleet Maintenance Facility includes eight bays as well as a wash bay, office and parts storage, restrooms and a farebox repair and vault room.
- b. **Access During Construction.** The City hereby grants to the County and its respective agents, employees, contractors, materialmen and laborers a temporary easement for access and passage to the Facility to construct or maintain the Transit Fleet Maintenance Facility, including for construction staging areas and equipment and material storage areas as shown in Exhibit D. The Parties agree that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation of the Campus. The County shall restore any affected portion of the Campus subject to this subsection to a condition which is equal to the condition which existed prior to the commencement of such use pursuant to this subsection.
- c. **Utilities.** The County shall, at its sole cost and expense, construct, extend and connect the water, sewer, gas, electric, telephone and internet utilities ("*Utilities*") as a cost of its construction of the Transit Fleet Maintenance Facility and ensure that each and every utility serving the Premises is metered separately from other buildings, facilities and operations on the Campus.

- d. To the extent any easements on, over, through, across or under the Campus are necessary to provide any utility service to the Premises, the City will separately grant, at no additional cost or expense to the County, such easements to the appropriate provider for the benefit of the County.
- e. Ownership of Transit Fleet Maintenance Facility. The Transit Fleet Maintenance Facility, together with any modifications, renovations, or improvements thereto, and all fixtures and personal property of the County on the Premises shall be the property of the County in accordance with the terms of this Lease. As otherwise provided the Transit Fleet Maintenance Facility shall be constructed so that in the event of termination, expiration, or non-renewal of this Lease, the County may remove the building from the Premises or the building may be acquired by the City in accordance with paragraph 17.

## 7. OPERATION AND MAINTENANCE.

- a. City Obligations. During the Term of this Lease and any Renewal Term, the City, at the City's sole cost and expense, shall provide the following services to the County:
  - i Security for the Premises, including the Transit Fleet Maintenance Facility as customarily provided by the City for its facilities in the Campus.
  - ii Maintain the roadways and easement accessing the Transit Fleet Maintenance Facility as shown on Exhibits A, B and C.
  - iii Maintain the landscaping around the Transit Fleet Maintenance Facility
- b. County Obligations. Except as otherwise specified in this Lease, the County shall:
  - i At its sole cost and expense, provide all maintenance and repair for the Transit Fleet Maintenance Facility, as the County determines, in its sole discretion, to be necessary for the operation and maintenance of the Facility
  - ii At its sole cost and expense, be responsible for all interior connections, installations and recurring charges associated with the *Utilities* serving the Premises with the exception of utilities that the City of Grand Junction would like to control such as internet connections.
  - iii Maintain all aspects of the Premises and keep the Premises in a clean, safe, and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules, and orders.
  - iv Shall not permit any mechanic's lien, materialman's lien, or other claim or lien to be placed against the Premises by reason of any work, labor, service or material furnished or performed for the benefit of the County.
  - v Shall waive and forego any claim, cause of action or demand the County may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of the County as a result of the act, or failure to act, of the County, in accordance with the requirements of this Lease.
  - vi Shall not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. The County agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance by or at the direction of

the County shall be reported immediately to the City. The County further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by the County.

- vii. Be responsible for arranging and paying for all costs associated with trash and recycling services, and any custodial services.
  - c. Remodeling. The County may, in its sole discretion, make any alterations, replacements, additions, or improvements to the Premises, including without limitation, the Transit Fleet Maintenance Facility. The County's alterations, replacements, additions, or improvements to the Premises, including without limitation to the Transit Fleet Maintenance Facility and the Facility itself will remain the property of the County.
  - d. Signage. The County may install informational (building name, address, hours of operation) signs on the Premises, including on the exterior of the Transit Fleet Maintenance Facility, so long as the signs are in compliance with City code and any applicable state and/or federal laws/guidelines. The County may not install commercial signs, including but not limited to product, sponsorship or promotional signs.
  - e. Operations. The County shall have sole discretion with respect to staffing, naming, activities to be conducted, and all other operations of the Transit Fleet Maintenance Facility, unless such decisions might negatively impact other City operations at the Campus.
- 8. DAMAGE AND DESTRUCTION.** If the Transit Fleet Maintenance Facility is destroyed or becomes untenable as a result of damage by fire or other casualty, the County shall have the right, but not the obligation, to repair and restore the Transit Fleet Maintenance Facility to its former state and condition. If the County elects not to repair or restore the Transit Fleet Maintenance Facility, this Lease shall be deemed terminated and of no further force or effect upon written notice to the City. The County agrees to remove the damaged improvement remains and debris from the Premises and restore the condition of the Premises so that the City may use and occupy the same for the purposes conducted on the Campus within one hundred eighty (180) days of a decision to do so. If the Lease is terminated as provided in this paragraph, Mesa County's obligation for the payment of Rent shall cease as of the day following such casualty and the City and the County shall be released from any further obligations under this Lease except those Lease provisions that expressly survive termination.

## **9. REPRESENTATIONS AND WARRANTIES.**

- a. The City's Representations and Warranties. The City represents and warrants to the County:
  - i. Except for matters of record recorded in the Offices of the City Clerk and the Clerk and Recorder of the County, Colorado ( "*Permitted Encumbrances*"), the City has good and marketable fee title to the Premises, has the full power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder, subject to the limitations of the City Charter, and has been duly authorized to execute and deliver this Lease and by proper action has duly authorized the execution and delivery of this Lease;
  - ii. Except for Permitted Encumbrances, the Premises are not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance that would prohibit or materially interfere with the construction or usage of the Transit Fleet Maintenance Facility, or the use of the Premises as

contemplated by this Lease.

The City's past and current uses of the Premises and, to the best of the City's knowledge, all past and current uses of the Premises have complied and currently comply with all federal, state and local environmental laws, rules, regulations and ordinances. Neither the City nor anyone on behalf of the City has received notice of any violations of any environmental law, rule, regulation or ordinance. No actions or lawsuits have been commenced or threatened by a governmental agency or any other person or entity claiming non-compliance with any environmental law, rule, regulation or ordinance.

iii. The Premises is properly zoned for the construction and operation of the Transit Fleet Maintenance Facility for its intended purposes as set forth in this Lease.

iv. The Premises are public property exempt from *ad valorem* property taxes and other assessments of any kind.

b. The County's Representations and Warranties. The County represents and warrants to the City that the County has the authority to execute and to deliver this Lease and to perform all of its obligations hereunder and has duly authorized the execution and the delivery of this Lease.

**10. INSURANCE.** The County, at its sole cost and expense, shall maintain at all times during the Term (including any Renewal Term) the following insurance coverage (in the amounts specified below, or in such other amounts as the County shall determine appropriate from time to time determine) with insurance companies and in a form reasonably satisfactory to the City:

a. Worker's compensation insurance in the amounts and with the coverage required under Colorado law.

b. Employer's liability insurance covering all of the County's employees working on the Premises within the scope of their employment with the County.

c. Public liability and property damage liability insurance with the following limits: \$1,000,000 per each occurrence; \$2,000,000 general aggregate; and \$1,000,000 umbrella coverage.

d. Fire and extended coverage insurance for the Transit Fleet Maintenance Facility and all of the County's equipment, fixtures, appliances, furniture, furnishings, and personal property in, on, or upon the Transit Fleet Maintenance Facility in the amount of the full replacement value of the foregoing without deduction for appreciation.

e. Liability insurance coverage naming the City, its officers, employees, agents and assets as additional insured so as to protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Premises, including the County.

Each insurance policy stated in this paragraph shall name the City as an additional insured. The County will provide the City with documents demonstrating the insurance required by this Section within 30 days of Lease Commencement Date. At least thirty (30) days prior to the expiration date of any policy, the County shall deliver a renewal certificate for such policy to the City.

## **11. CONDITION OF THE PREMISES.**

- a. The County has had an opportunity to inspect the Premises and accepts it in its "as is" current condition as of the Effective Date. The County affirms that the Premises is in good order and condition and sufficient for the purposes of this Lease. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purpose of the County except as otherwise provided herein.
- b. In the event the Premises is damaged due to fire, flood or any other act of nature or casualty, or if the Premises is damaged to the extent that it is no longer functional for the purposes of the County, the City shall have no obligation to repair the Premises nor to otherwise make the Premises usable or occupiable; damages shall be at the County's sole and absolute risk.

**12. NO WASTE.** The County shall not allow any waste or nuisance on the Premises or allow the Premises to be used for any unlawful purpose.

**13. QUIET ENJOYMENT.** The City covenants that the County, upon paying rents and observing and performing all of the terms, covenants, and conditions on its part to be performed, shall peaceably and quietly enjoy the Premises for the term of this Lease.

**14. HOLDOVER.** If the Term (including any Renewal Term) expires and the City and the County have not otherwise agreed in writing to extend the Lease, any holding over or continued use by the County shall be construed to extend the Term as a tenancy from year-to-year and the County will continue to pay the yearly Rent set forth in this Lease and otherwise shall be subject to all terms and conditions of this Lease. Each Party shall give the other Party 180 day written notice of termination of such holdover tenancy, and Section 17 shall apply to such termination.

**15. ASSIGNMENT AND SUBLETTING.** The County must obtain the City's written consent before assigning this Lease or subleasing all or any part of the Premises to any party other than an entity related to the County or the State of Colorado. Such consent may not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, sublease or permission to occupy the Premises conveyed by the County shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of the County in this Lease is not to be assignable by operation of law without the formal approval by the City.

## **16. DEFAULT; REMEDIES.**

- a. Default.
  - i. Except as set forth in (ii) below, either Party shall be in default hereunder if it fails to perform or observe any provision of this Lease, and this failure to perform or observe continues for sixty (60) days after receipt of written notice of such default from the non-defaulting Party, or, if such default is not capable of being cured within sixty (60) days, the defaulting Party promptly starts the process to cure such default in a commercially reasonable time.
  - ii. The County shall be in default hereunder if the County abandons or vacates the party and/or is declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed.
  - iii. The County shall be in default hereunder if it fails to make any payment due under this Lease within ninety (90) days after receipt of written notice of such default from the City.
- b. Remedies. If a Party is in default hereunder, the non-defaulting Party may (without limiting its other rights and remedies):

- i cure the default, and any amount paid by the non-defaulting Party for such purpose shall be due from the defaulting Party within ten (10) days after written demand for payment from the non-defaulting Party; or
- ii terminate the Lease pursuant to Section 17.

**17. TERMINATION; SURRENDER OF PREMISES.**

- a. Termination. The City, upon default by the County or the County at any time, may terminate this Lease. Either Party terminating the Lease under this Section shall give notice of termination to the other Party at least 180 days prior to such termination. If the lease is terminated or not renewed before the end of its useful life, the City must acquire the Transit Fleet Maintenance Facility for the amount FTA requires for early disposition of the Facility
- b. Surrender. Upon Termination or at the end of the useful life of the facility, Mesa County shall peaceably surrender to the City the Premises in good order, condition, and repair, reasonable wear and tear excepted.

**18. MISCELLANEOUS.**

- a. Right of Entry. The City reserves the right to have its officers, employees and agents enter into and upon the Premises at any time in the case of emergency, and otherwise at reasonable times and upon reasonable notice, to verify Tenant's compliance with this Lease.
- b. Lost Profits/Opportunity. This Lease is one of a Lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by the County.
- c. Liens. The County shall keep the Premises free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished, or obligations incurred by the County.
- d. No Solicitation. The parties to this Lease warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The County shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of the County's interest in any portion of the Property.
- e. Improvements. All improvements placed upon, under or about the Property or attached to the Property by Lessee shall be the sole and separate property of the Lessee upon expiration or termination of this Lease. At termination, the City may purchase the Facility and/or any improvements for a price and terms mutually agreed to by the City and the Lessee.
- f. Recording. The City may record this Lease or a memorandum of lease, in the real property records of Mesa County, Colorado.
- g. Governmental Immunity. Notwithstanding any other provision of this Lease to the contrary, nothing in this Lease is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their councilors, directors, trustees, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now or hereafter amended.
- h. Non-Appropriation. All direct and indirect financial obligations of a Party under this Lease are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Lease, this Lease shall terminate on January 1 of the year for which the non-appropriation occurred, and

neither Party shall have any further obligation to the other Party under this Lease beyond the financial obligations for which it previously appropriated funds.

- i. Attorney Fees and Court Costs. The prevailing Party in any legal action brought pursuant to this Lease-including an action for eviction-shall be entitled to receive its costs and reasonable attorney fees from the non-prevailing Party.
- j. Notices. All notices or demands under this Lease shall be in writing and shall be deemed given and received when
  - i delivered personally;
  - ii in the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the next business day following its deposit with such courier service;
  - iii in the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of a postage prepaid, certified return receipt requested, envelope, containing the notice, addressed to the receiving party, with the U.S. Postal Service;
  - iv in the case of facsimile or electronic mail transmission, notice shall be deemed to have been given and received on the day of such transmission. All notices shall be given to the respective Parties at the addresses below, until further written notice. Notice must be given to all Parties to be effective.

To City:  
City of Grand Junction  
Attention: City Manager  
250 North 5th Street  
Grand Junction, CO 81501-2668

To Mesa County:  
Mesa County  
Attention: County Administrator  
544 Rood Ave  
Grand Junction, CO 81501

With a copy to:  
City of Grand Junction  
Attention: City Attorney  
250 North 5th Street  
Grand Junction, CO 81501

With a copy to:  
Mesa County  
Attention: County Attorney  
544 Rood Ave  
Grand Junction, CO 81501

- k. Modifications. Modifications to this Lease are effective when made in writing and signed by the Parties and by referring to this Lease.
- l. Governing Law and Venue. Colorado law governs the interpretation of this Lease and any legal action brought to enforce the terms of this Lease must be brought in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado. In the event of a dispute about the understandings and agreements established by this Lease that cannot be resolved by the parties, the Parties agree that they shall proceed, in good faith, to mediation. Completion of mediation shall be a precondition to the initiation of legal action. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of the mediation. The obligation to mediate will terminate if the entire dispute is not resolved within sixty (60) days of the date written notice requesting the mediation is delivered by one Party to the other.
- m. Severability. If any provision of this Lease should be held invalid or unenforceable, the

remaining provisions shall remain effective and in full force and effect as if they had been executed by the Parties subsequent to the expungement of the invalid provision(s).

- n. Complete Agreement, Applicable to Successors. This Lease contains the entire agreement between the Parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Lease may not be changed, altered or modified except by a written instrument subsequently executed by both Parties. This Lease and the duties, obligations, terms, and conditions hereof apply to and shall be binding upon the respective heirs, successors, and authorized assigns of both parties.
- o. Integration. This Lease, including all exhibits, sets forth the entire agreement between the City and the County.
- p. Execution. This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the City and the County have executed this Lease or, as the case may be, have caused their officers, partners, or agents to execute this Lease as of the Effective Date.

THE CITY OF GRAND JUNCTION

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

MESA COUNTY acting by and through the Mesa County Board of County Commissioners

\_\_\_\_\_  
Bobbie Daniel  
Mesa County Commissioner



## Exhibit A- Description

The maintenance facility will be located on 2553 Riverside Parkway, parcel number 2945-152-38-003, which is owned by the City of Grand Junction. The leased area is approximately 54,000 square feet.

Access will be from Riverside Parkway with access easements shown on Exhibit B.



# Exhibit B- Leased Area and Access Easements



- NOTES:**
1. PAVEMENT SECTIONS DETERMINED PER THE GEOTECHNICAL REPORT. SEE SHEET C-401 FOR DETAILS.
  2. PROPOSED SITE PLAN IMPROVEMENTS ARE SUMMARIZED AS FOLLOWS:
    - 2.1. PROPOSED GRAND VALLEY TRANSIT BUS MAINTENANCE BUILDING AND ASSOCIATED UTILITY SERVICE CONNECTIONS. REROUTE AND UPGRADE PATTERNS DRAINAGE TO MIMIC EXISTING DRAINAGE PATTERNS.
    - 2.2. IMPLEMENTING A HYDRODYNAMIC SEPARATOR INTO THE STORM SEWER TO PROVIDE WATER QUALITY.
    - 2.3. CONCRETE APRON OUTSIDE OF THE MAINTENANCE BAY AND WASH BAY ENTRANCES.
    - 2.4. ASPHALT DRIVE AISLE ALONG THE EASTERN SIDE OF THE BUILDING.
    - 2.5. 2 - CONCRETE PARKING AREAS
  3. 26' WIDE FIRE ACCESS AROUND THE BUILDING IS PROVIDED AS SHOWN WITH A MINIMUM CENTERLINE RADIUS OF 65'. ACCESS IS PROVIDED OVER EXISTING GRAVEL SURFACE.
  4. SEE SHEET C-201 TO C-204 FOR UTILITY PLANS.
  5. SEE SHEETS C-301 TO C-304 FOR GRADING PLANS.
  6. SEE SHEETS C-401 TO C-405 FOR SITE DETAILS.
  7. LIMITS OF DISTURBANCE THAT IS OUTSIDE OF LIMITS OF GRADING ARE FOR INSTALLATION OF UTILITIES. NO GRADING CHANGES ARE PROPOSED.
  8. ITEMS LISTED AS TO REMAIN ARE TO BE PROTECTED IN PLACE.

**FLOODPLAIN NOTE:**  
 FEMA FIRM PANEL NUMBER: 08077C0804G  
 EFFECTIVE DATE: OCTOBER 16, 2012

**D2C**  
 ARCHITECTS

**Bohannon  
 & Huston**  
 www.bhinc.com  
 800.877.5332

MARKS	DATE	DESCRIPTION	APPR

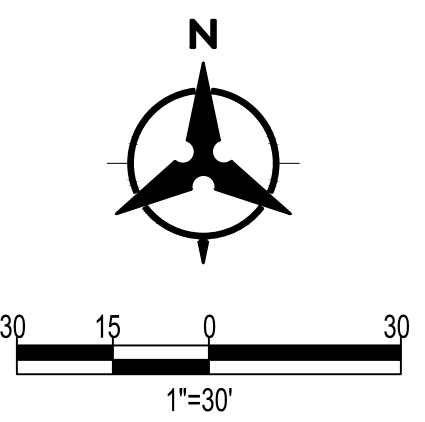
<b>DESIGN BY:</b> JCM	<b>DDC PROJECT NUMBER</b>	<b>DRAWN BY:</b> JCM	<b>CUS BY:</b> ARJ	<b>FLDT DATE:</b> 02/27/2024	<b>FILE NUMBER:</b>	<b>ISSUE DATE:</b> FEBRUARY 27, 2024	<b>CONSULTANT'S PROJECT #</b>
						<b>DESIGN NO.:</b>	<b>SOLICITATION NO.:</b>
						<b>CONTRACT NO.:</b>	<b>FILE NO.:</b>
						<b>FILE NAME:</b> SITE PLAN	<b>FILE SIZE:</b> 227 x 34"

**90%  
 CONSTRUCTION  
 DOCUMENTS**

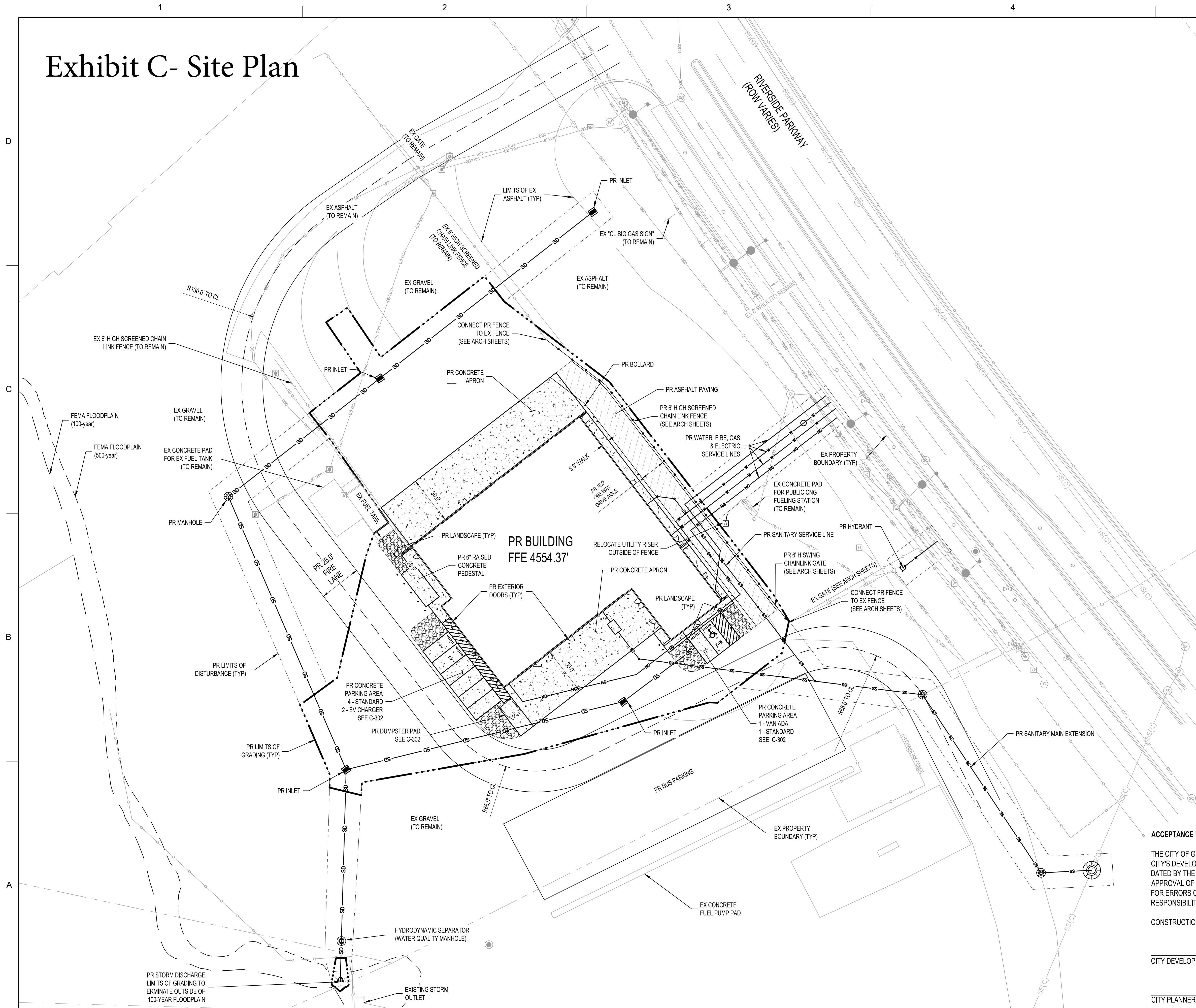
NOT FOR  
 CONSTRUCTION

GRAND VALLEY METROPOLITAN PLANNING ORGANIZATION  
**GRAND VALLEY TRANSIT  
 MAINTENANCE FACILITY**  
 2555 RIVERSIDE PARKWAY, GRAND JUNCTION, CO 81501  
**SITE PLAN**

**SHEET  
 IDENTIFICATION  
 C-102**



# Exhibit C- Site Plan



- NOTES:**
1. PAVEMENT SECTIONS DETERMINED PER THE GEOTECHNICAL REPORT. SEE SHEET C-401 FOR DETAILS.
  2. PROPOSED SITE PLAN IMPROVEMENTS ARE SUMMARIZED AS FOLLOWS:
    - 2.1. PROPOSED GRAND VALLEY TRANSIT BUS MAINTENANCE BUILDING AND ASSOCIATED UTILITY SERVICE CONNECTIONS. REROUTE AND UPGRADE PATTERNS DRAINAGE TO MIMIC EXISTING DRAINAGE PATTERNS.
    - 2.2. IMPLEMENTING A HYDRODYNAMIC SEPARATOR INTO THE STORM SEWER TO PROVIDE WATER QUALITY.
    - 2.3. CONCRETE APRON OUTSIDE OF THE MAINTENANCE BAY AND WASH BAY ENTRANCES.
    - 2.4. ASPHALT DRIVE AISLE ALONG THE EASTERN SIDE OF THE BUILDING.
    - 2.5. 2 - CONCRETE PARKING AREAS
    - 2.6. 26' WIDE FIRE ACCESS AROUND THE BUILDING IS PROVIDED AS SHOWN WITH A MINIMUM CENTERLINE RADIUS OF 65'. ACCESS IS PROVIDED OVER EXISTING GRAVEL SURFACE.
  3. SEE SHEETS C-201 TO C-204 FOR UTILITY PLANS.
  4. SEE SHEETS C-301 TO C-304 FOR GRADING PLANS.
  5. SEE SHEETS C-401 TO C-405 FOR SITE DETAILS.
  6. LIMITS OF DISTURBANCE THAT IS OUTSIDE OF LIMITS OF GRADING ARE FOR INSTALLATION OF UTILITIES. NO GRADING CHANGES ARE PROPOSED.
  7. ITEMS LISTED AS TO REMAIN ARE TO BE PROTECTED IN PLACE.

**FLOODPLAIN NOTE:**  
 FEMA FIRM PANEL NUMBER: 08077C0804G  
 EFFECTIVE DATE: OCTOBER 16, 2012

**ACCEPTANCE BLOCK**

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEAL, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_



MARKS	DESCRIPTION	DATE	APPRO

<b>DESIGN BY:</b> JCM	<b>ISSUE DATE:</b> FEBRUARY 27, 2024	<b>CONSULTANT'S PROJECT #</b>
<b>DDC PROJECT NUMBER</b>	<b>SOLICITATION NO.:</b>	<b>CONTRACT NO.:</b>
<b>DRAWN BY:</b> JCM	<b>FILE NUMBER:</b>	<b>FILE NAME:</b>
<b>CHKD BY:</b> ARK	<b>FLR DATE:</b> 02/27/2024	<b>FILE NUMBER:</b>
<b>SBMT BY:</b>	<b>PLT SCALE:</b> 1"=30'	<b>SIZE:</b> 22" x 34"
<b>FILE NAME:</b> SITE PLAN		

## SITE DEVELOPMENT PLAN

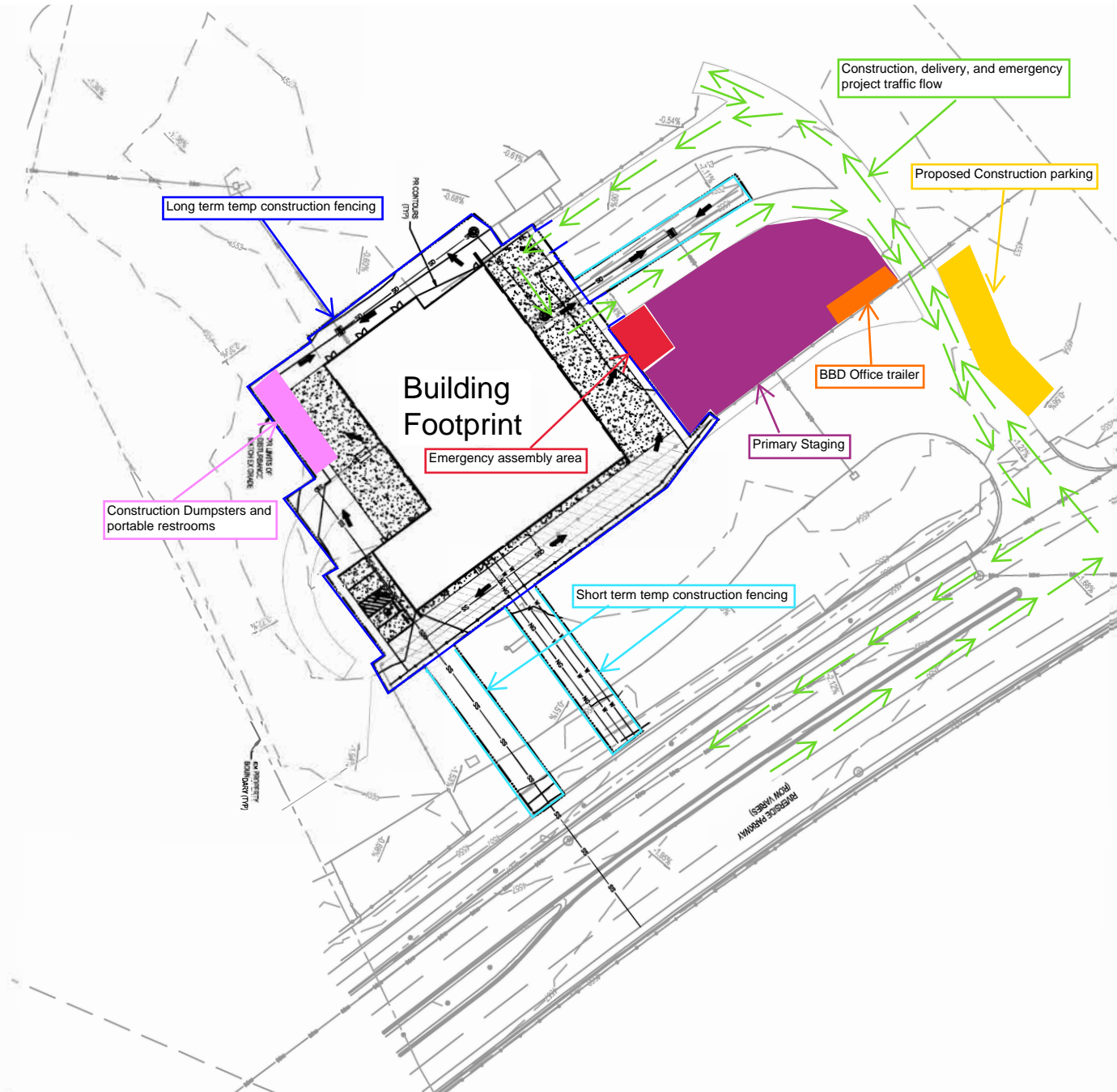
NOT FOR CONSTRUCTION

GRAND VALLEY METROPOLITAN PLANNING ORGANIZATION  
**GRAND VALLEY TRANSIT MAINTENANCE FACILITY**  
 2555 RIVERSIDE PARKWAY, GRAND JUNCTION, CO 81501

**SITE PLAN**

**SHEET IDENTIFICATION**  
**C-102**

# Exhibit D- GRAND VALLEY TRANSIT MAINTENANCE FACILITY SITE LOGISTICS PLAN



THIS SITE LOGISTICS PLAN IS SUBJECT TO CHANGE DURING THE PRE-CONSTRUCTION PHASE AS A RESULT OF COLLABORATIVE PLANNING WITH THE OWNER AND DESIGN TEAM

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

AN ORDINANCE APPROVING A LEASE OF CERTAIN CITY PROPERTY FOR A  
GRAND VALLEY TRANSIT/MESA COUNTY FLEET SERVICE FACILITY

Recitals:

Since 2011, the City's Fleet Services division has been providing repair and maintenance services to Grand Valley Transit (GVT) under a memorandum of understanding. As both the City and GVT fleets have expanded, the current maintenance facility has become inadequate.

A proposed solution, supported by grant funding obtained by Mesa County, is the development of a 19,400 square foot pre-engineered metal building. This new facility is designed to accommodate the demands of transit operations and fleet maintenance.

The site for the new facility is on City-owned land at 2553 Riverside Parkway. The site was selected due to its convenient access and proximity to current fleet maintenance operations, as well as its access to compressed natural gas fueling stations. The lease agreement attached to this Ordinance provides terms and conditions that the City, GVT/Mesa County have reduced to an agreement (Lease). The initial term of the Lease shall be twenty-five years, with consideration for a renewed lease thereafter, all as provided in the Lease.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. *Recitals.* The foregoing Recitals are incorporated herein and by this reference as if fully set forth.

2. *Approval.* In consideration of the Recitals, and the terms of the Lease agreement for land for the construction of the maintenance facility, in the form attached as Exhibit 1, the Lease is hereby approved. The City Manager is hereby authorized to execute the Lease by and on behalf of the City of Grand Junction, Colorado.

3. *Severability.* If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

4. *Safety Clause.* The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

INTRODUCED AND ADOPTED on first reading this 17<sup>th</sup> day of April 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

PASSED AND APPROVED on second reading this \_\_\_ day of \_\_\_ 2024 by the City Council of the City of Grand Junction, Colorado and order published in pamphlet form.

---

Anna M. Stout  
President of the City Council

Attest:

---

Amy Phillips  
City Clerk

DRAFT

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #2.b.i.**

---

**Meeting Date:** April 17, 2024  
**Presented By:** Timothy Lehrbach, Senior Planner  
**Department:** Community Development  
**Submitted By:** Timothy Lehrbach, Senior Planner

---

**Information**

**SUBJECT:**

Introduction of an Ordinance Zoning Approximately 0.11 Acres to RM-8 (Residential Medium – 8 Dwelling Units per Acre) for the Five Star Annexation, Located East of the Northern End of Allyce Avenue in the Birks Blue Subdivision, and Setting a Public Hearing for May 1, 2024

**RECOMMENDATION:**

The Planning Commission heard this request at their April 9, 2024 meeting and voted (5-0) to approve the request.

**EXECUTIVE SUMMARY:**

The Applicant, Five Star Homes and Development Inc. is requesting a zone of annexation to RM-8 (Residential Medium 8 units per acre) for the Five Star Annexation, a 0.11-acre parcel located east of the northern end of Allyce Avenue within the Birks Blue subdivision. The parcel is surrounded by property that has already been annexed to the City; thus, no additional area, such as right-of-way, is required to annex the parcel. The applicant's 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 May 1, 2024.

The owner proposes to incorporate the parcel into a replat of the Birks Blue Subdivision, to be known as the surrounding Fairview Glen Subdivision, which constitutes "annexable development", in accordance with the Persigo Agreement. The requested zone district of RM-8 is consistent with the Residential Medium land use category of the Comprehensive Plan and the remainder of the proposed Fairview Glen Subdivision. The request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.



## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The Applicant, Five Star Homes and Development Inc., requests annexation into the City of Grand Junction approximately 0.11 acres of land located east of the northern end of Allyce Avenue within the Birks Blue subdivision. The owner proposes to incorporate the parcel into a replat of the Birks Blue subdivision to be known as the surrounding Fairview Glen subdivision. The proposed new subdivision, constitutes “annexable development”, in accordance with the Persigo Agreement. The parcel is surrounded by property that has already been annexed to the City; thus, no additional area, such as right-of-way, is required to annex the parcel. The Applicant has requested a zone district of RM-8 (Residential Medium 8 units per acre). The zoning request 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 May 1, 2024, pending review and recommendation by the Planning Commission at its April 9, 2024, regular meeting.

The property is currently surrounded by existing City limits. This small parcel appears to have been annexed to the City with the previous proposed development on this site, Birks Blue Estates (refer to attached plat map). It is identified on the Birks Blue Estates subdivision plat as a 40’ Drainage Right-of-Way but has always been recognized as a separate private parcel rather than part of the adjacent public street right-of-way. Therefore, upon further research, it was discovered that the parcel had never been transferred with the rest of the proposed subdivision. Thus, it had not been properly annexed since there was no petition from the property owner at the time the majority of Birks Blue Estates was annexed. The current owner of the proposed Fairview Glen subdivision has now completed a quiet title on this small piece of property and has petitioned the City to annex it.

The annexation area has all or will be provided urban services with construction of the proposed Fairview Glen subdivision. The subject property will abut a new local street to be platted and constructed with the new subdivision. The subject property is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The goal to “encourage infill and redevelopment to leverage existing infrastructure” supports the Applicant’s intent to incorporate the property into a new development and request of a zone of annexation of RM-8.

The RM-8 requested zoning implements the Comprehensive Plan’s Residential Medium land use category. The intent of the RM-8 zone district is to provide for medium density detached dwellings, two-family and other attached single-family dwellings and medium-sized multifamily structures which is consistent with the proposed Fairview Glen subdivision.

In addition to the RM-8 zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium:

- a. Residential Medium 12 units per acre (RM-12)
- b. Public Parks and Open Space (P-1)
- c. Public, Civic and Institutional Campus (P-2)
- d. Planned Development (PD)

## **NOTIFICATION REQUIREMENTS**

### **Application Outreach Meeting**

An Application Outreach Meeting regarding the proposed Annexation and Zoning was held virtually on March 14, 2024, in accordance with Section 21.02.030(c) of the Zoning and Development Code. Property owners within 500 feet of the subject property were notified of the meeting by mail sent March 1, 2024. There were six attendees, including the owner's representative, Tracy States, River City Consultants, Kristen Ashbeck, Principal Planner, representing the City of Grand Junction, and four members of the public. The location of the annexation was clarified, and the applicant's representative answered questions concerning the impact to irrigation for the lots to the west of this location (no impacts).

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject property was posted with application signs on March 20, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 29, 2024. The notice of the Planning Commission public hearing was published on March 31, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between April 2, 2024, and April 8, 2024, through the GJSpeaks platform.

## **ANALYSIS**

Section 21.02.050(c) provides that land annexed to the City shall be zoned to a district that is consistent with the adopted Comprehensive Plan in accordance with the criteria for Rezoning set forth at Section 21.02.050(l). An application for Rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency: The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The property owners have requested to annex and zone the property to RM-8 (Residential 8 units per acre). At the time the property was mistakenly annexed, it was not zoned since it was thought to be public right-of-way. The proposed RM-8 zone district is consistent with the provisions of the Comprehensive Plan as it is one of the zone districts that implements the Residential Medium Land Use category, which is assigned to this parcel and the surrounding area.

In addition, staff finds the proposed zoning is consistent with the following policy and strategies of the Comprehensive Plan.

### Plan Principle 3: Responsible and Managed Growth

- Support financially responsible growth and annexation policies that promote a compact pattern of growth.
- Encourage infill and redevelopment to leverage existing infrastructure.

The proposed zoning of RM-8 and inclusion of this property in the replat and redevelopment of the site and surrounding parcels to the Fairview Glen subdivision promotes a compact pattern of growth and infill of properties surrounded by existing urban development.

Therefore, Staff finds this criterion has been met.

(B) Development Patterns: The proposed zoning will result in logical and orderly development pattern(s).

The proposed zoning of RM-8 on this property will contribute to the continued logical and orderly development pattern of residential development in this portion of Orchard Mesa. As a part of the proposed Fairview Glen subdivision, this site is an infill area, surrounded by comparable residential development. Thus, Staff finds this criterion has been met.

(C) Benefits: The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Annexation and zoning of the property will complete the land consolidation necessary to develop the proposed Fairview Glen subdivision to accommodate ongoing growth within the City limits and help to fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits. The annexation and appropriate zoning of the property are also consistent with the City and County 1998 Persigo Agreement, which provides for the orderly urbanization of undeveloped land within the boundary subject to the Agreement. This area was reviewed as a part of the 2020 One Grand Junction Comprehensive Plan, and it was determined that this parcel be zoned RM-8 to be consistent with the Land Use Plan. Therefore, staff finds that this criterion is met.

### **FINDING OF FACT AND RECOMMENDATION**

After reviewing the Five Star Zone of Annexation, ANX-2023-219, request for the property located east of the northern end of Allice Avenue within the Birks Blue subdivision to RM-8 (Residential Medium 8 units per acre), Staff has found that the request conforms to Section 21.02.050(I) of the Zoning and Development Code. Therefore, the Planning Commission recommended approval of the request.

### **FISCAL IMPACT:**

Due to the small size of this annexation (0.11 acres, approximately 4,792 square feet), the fiscal impacts were not assessed. Any impact would be minimal.

**SUGGESTED MOTION:**

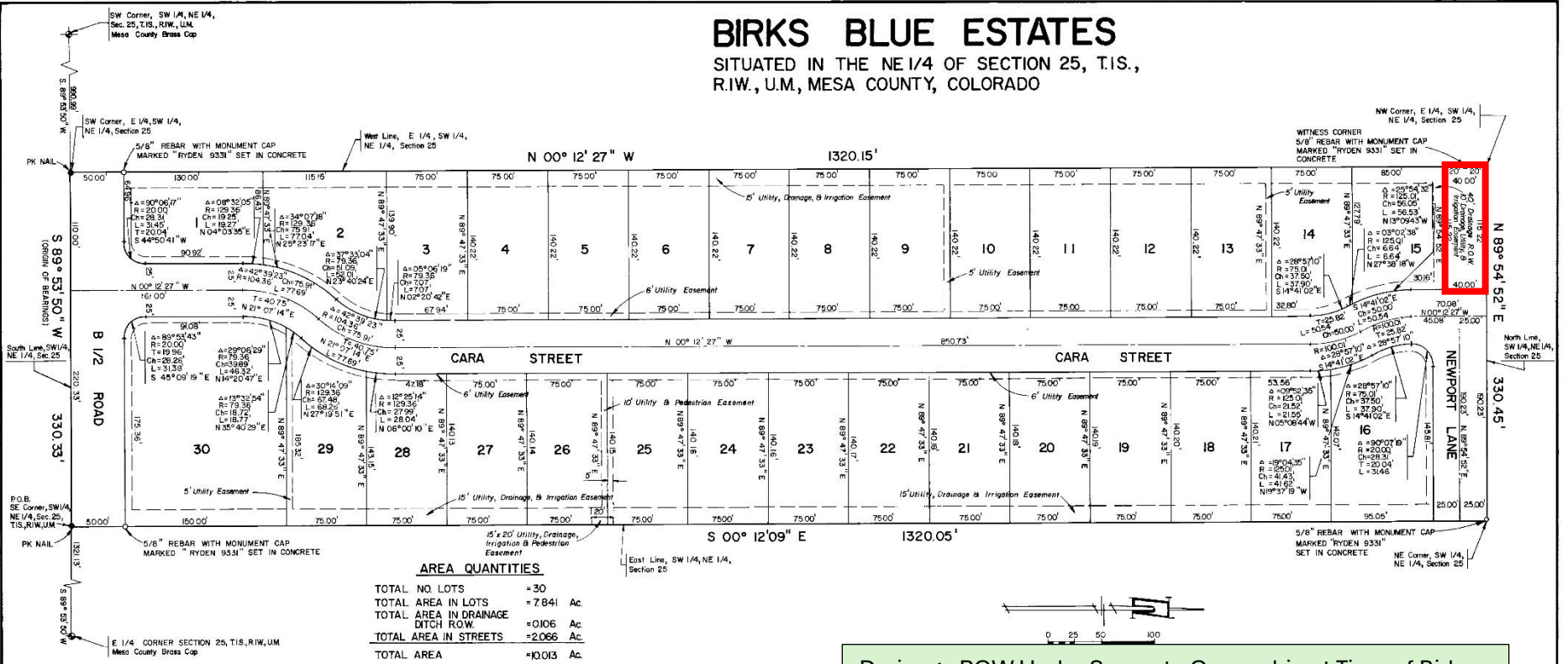
I move to introduce an ordinance zoning the Five Star Annexation to RM-8 (Residential Medium – 8 Dwelling Units per Acre) zone district, authorize publication in pamphlet form, and set a public hearing for May 1, 2024.

**Attachments**

- 1. Development Application
- 2. Schedule and Summary Table
- 3. Annexation Plat
- 4. Site Maps
- 5. Planning Commission Minutes - 2024 - April 9 - DRAFT
- 6. ORD-Zoning Five Star ANX 20240409

# BIRKS BLUE ESTATES

SITUATED IN THE NE 1/4 OF SECTION 25, T.1S., R.1W., U.M, MESA COUNTY, COLORADO



**Drainage ROW under Separate Ownership at Time of Birks Blue Annexation but Annexed Inadvertently as Public Street Right-of-Way**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Rodney G. Birks and Patsy G. Birks, are the owners of that real property situated in the County of Mesa, State of Colorado, and being the east Quarter (1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 25, Township 1 South, Range 1 West, of the 11th Meridian, as shown on the accompanying plat, said tract being more particularly described as follows:

Beginning at the Southeast corner of the said SW1/4 of the NE1/4 of Section 25; thence S 89° 53' 50" W along the South line of the said SW1/4 of the NE1/4 of Section 25 with all bearings contained herein relative thereto; a distance of 330.33 feet to the Southwest corner of the said SW1/4 of the NE1/4 of Section 25; thence N 00° 12' 27" W along the West line of the said SW1/4 of the NE1/4 of Section 25 a distance of 1320.15 feet to the Northwest corner of the said SW1/4 of the NE1/4 of Section 25; thence N 89° 54' 52" E along the North line of the said SW1/4 of the NE1/4 of Section 25 a distance of 330.45 feet to the Northeast corner of the said SW1/4 of the NE1/4 of Section 25; thence S 00° 12' 09" E along the East line of the said SW1/4 of the NE1/4 of Section 25 a distance of 1320.05 feet to the Point of Beginning containing 10.013 acres more or less.

That the said owners have caused the said real property to be laid out and surveyed as Birks Blue Estates, a subdivision of a part of Mesa County, Colorado.

That said owners do hereby dedicate and set apart all streets and roads as shown on the accompanying plat to the use of the public and public utilities forever and hereby grant these portions of said real property which are labeled as utility, drainage, and irrigation easements on the accompanying plat to the public utilities companies as perpetual easements for the installation and maintenance of utilities and drainage facilities, including but not limited to: transmission lines, electric lines, gas lines, telephone lines, together with the right to trim interfering trees and brush, with perpetual right of ingress and egress for installation, maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

That all expense for street paving or improvements shall be financed by the seller or purchaser, not by the County of Mesa.

In witness where said owners, Rodney G. Birks and Patsy G. Birks, have caused their names to be hereunto subscribed this 31st day of November, A.D., 1978.

*Rodney G. Birks*  
Rodney G. Birks

*Patsy G. Birks*  
Patsy G. Birks

**CITY PLANNING COMMISSION CERTIFICATE**  
Approved this 29th Day of December, A.D., 1978, County of Mesa, Colorado.

*Mary A. Buss*  
Chairman

**BOARD OF COUNTY COMMISSIONERS CERTIFICATE**  
Approved this 9th Day of January, A.D., 1979, Board of County Commissioners of the County of Mesa, Colorado.

*Earl Sawyer*  
Chairman

**CLERK AND RECORDER'S CERTIFICATE**  
STATE OF COLORADO }  
COUNTY OF MESA } SS  
I hereby certify that this instrument was filed in my office at 10:30 o'clock A.M., this 25th Day of December, A.D., 1978 and is duly recorded in Plat Book No. 1263633, Page 297.

*Earl Sawyer*  
Clerk and Recorder  
Fees: \$ 19.25

**CITY PLANNING COMMISSION**  
Approved this 19th Day of December, A.D., 1978, City Planning Commission of Grand Junction, Colorado.

*Jeanine Ridee*  
Chairman

**CITY COUNCIL**  
Approved this 20th Day of December, A.D., 1978, City Council of Grand Junction, Colorado.

*Kevin Johnson*  
Chairman

*Ronald P. Riel*  
City Engineer  
Date: 1-12-79

*Bob Barron*  
Mesa County Road Department  
Date: 1-9-79

**SURVEYOR'S CERTIFICATE**  
I, Richard L. Atkins, do hereby certify that the accompanying plat of Birks Blue Estates, a subdivision of a part of the County of Mesa, has been prepared under my direction and accurately represents a survey of the same.

*Richard L. Atkins*  
Richard L. Atkins, P.E., A.S.T.S. No. 12993

STATE OF COLORADO }  
COUNTY OF MESA } SS

The foregoing instrument was acknowledged before me this 13th day of November, A.D., 1978 by Rodney G. Birks and Patsy G. Birks.

My commission expires 8-7-83.

*Leah Phillips*  
Notary Public

<b>Atkins &amp; Associates</b> CONSULTING ENGINEERS 833 COLORADO AVE. GRAND JUNCTION, COLORADO 81501 (937) 243-7169	NO.	DATE	REVISION	BY
	<b>BIRKS BLUE ESTATES</b> <b>FILING PLAT</b>			
DATE	11/78	DR.	D.H.N.	SCALE
DR.	P.J.S.	SCALE	1" = 50'	SHEET
				28

DISTRICT COURT, MESA COUNTY, COLORADO 125 North Spruce Street, Grand Junction, Colorado 81501 Phone: (970) 257-3640	<p style="text-align: center;"><b>SO ORDERED BY COURT</b></p> <p style="text-align: center;"><b>02/02/2024</b></p> <p style="text-align: center;">DATE FILED: February 2, 2024 2:40 PM                  CASE NUMBER: 2023 CV 30475</p> <p style="text-align: center;"><i>Richard T. Gurley</i></p> <p style="text-align: center;"><b>RICHARD THOMAS GURLEY</b>                  District Court Judge</p>
Plaintiff:  PLAINTIFF: FIVE STAR HOMES AND DEVELOPMENT, INC., a Colorado Corporation  v.  Defendants:  SHEILA REINER, PUBLIC TRUSTEE FOR THE COUNTY OF MESA, COLORADO; UNITED BANK OF GRAND JUNCTION, N.A., formerly known as MESA UNITED BANK OF GRAND JUNCTION, N.A., now known as WELLS FARGO BANK GRAND JUNCTION, N.A.; KURT FAHNHOLZ; TAMMY LESLIE; HALEY FAHNHOLZ; WAYNE WARREN; WALTER WARREN; LAUREN MCMULLEN; ROGER WARREN; DOES 1-100	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	Case Number: 23 CV 30475  Division: 11  Courtroom:
<p><b>DECREE QUIETING TITLE</b></p>	

A Default Judgement was issued in this matter on \_\_\_\_\_, 2024. Pursuant to that Judgment, and after deliberation and good cause appearing:

IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff was, on, the date of the commencement of this action, and now is, the fee simple owner of, and in actual and peaceable possession of the real property more particularly described as follows:

**Birks Blue Estates as recorded at the Mesa County, Clerk and Recorder, at Reception Number 1263633, situated in the northeast quarter of Section 25, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado as depicted on Exhibit A hereto including the small portion of real property located north of Lot 15 of Birks Blue Estates together with all water and water rights, ditches and ditch rights, roads or drainage areas thereto appertaining, EXCEPT Lot 30 of Birks Blue Estates and the fifty (50') foot Right-of-Way area dedicated and platted as B ½ Road thereon, containing 1.67 acres more or less.**

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no person other than Plaintiff, including defendants, now has any estate, right, title, interest, or claim in or to the real property, or any part of the real property, either legal or equitable, present or future, vested or contingent.

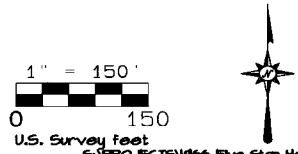
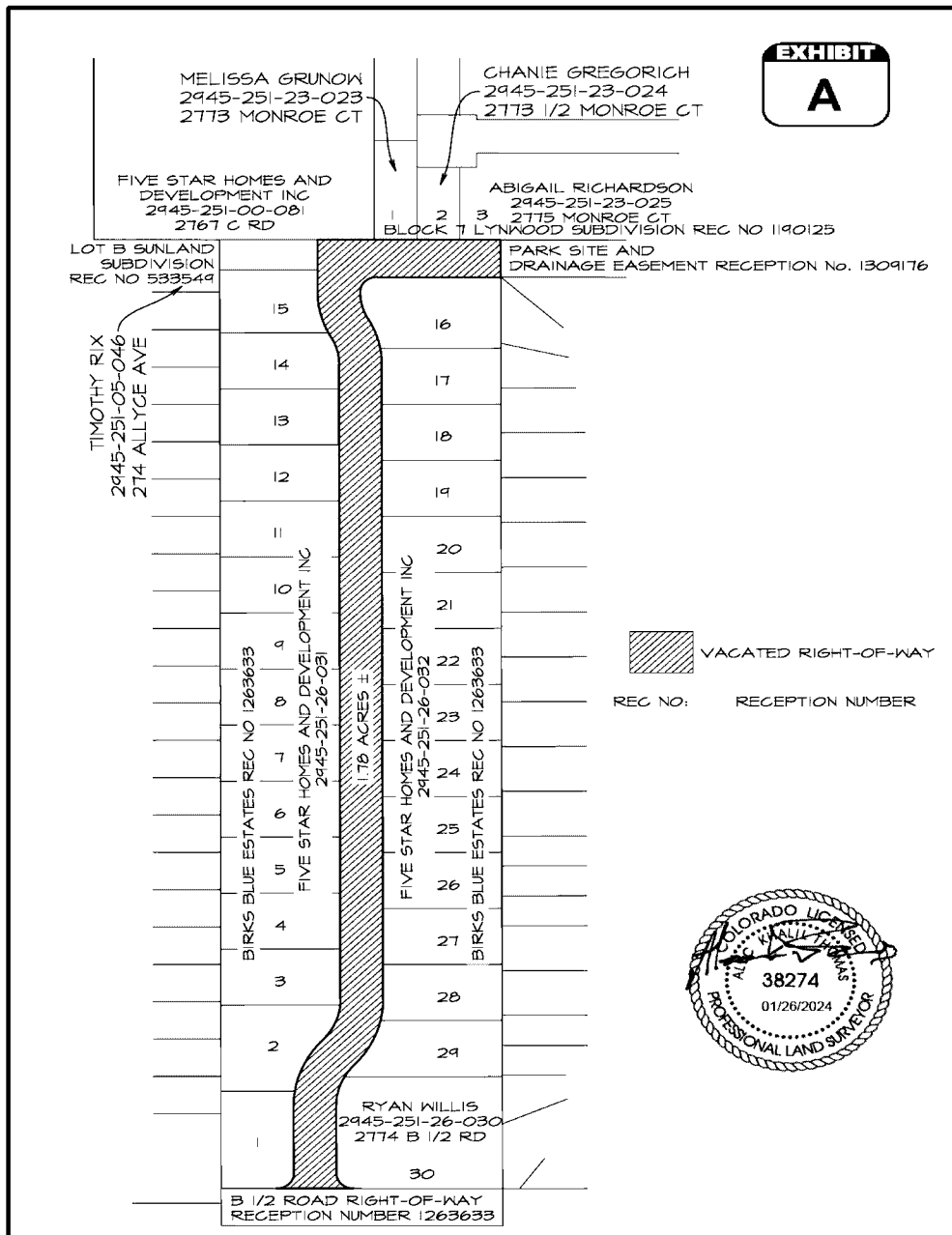
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no person other than Plaintiff, including Defendants, now has any mortgage or other lien of any description on the real property or any part of the real property, either legal or equitable, present, or future, vested or contingent.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's title to the real property is established and quieted against all the world.

DATED: \_\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
Judge/Magistrate/Clerk



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

**RIVER CITY CONSULTANTS**

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

Drawn: AKT | Checked: NA | 6/22/22 | Job No. 1966-003



STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Karie Padilla, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

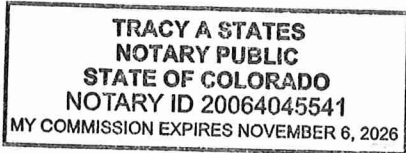
Karie Padilla

Subscribed and sworn to before me this 12<sup>th</sup> day of March, 2024.

Witness my hand and official seal.

Tracy A. States

Notary Public



466 Buffy Drive

Grand Junction, CO 81504

Address

My commission expires: 11/06/2026

**FIVE STAR ANNEXATION  
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: A Parcel of land adjacent to the south property line of the property located at 2767 C Road, just east of the dead end of Allyce Avenue.

This foregoing description describes the parcels; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Five Star Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

---

**For property adjacent to the south property line of the property located at 2767 C Road, just east of the dead end of Allyce Avenue.**

Five Star Homes and Development Inc.  
**NAME**

1635 North 1<sup>st</sup> Street Grand Junction CO 81501  
**ADDRESS**

*Karie Padilla*

*3/12/2024*

**SIGNATURE**

**DATE**

Karie Padilla, President

(Five Star Annexation Petition)

**Perimeter Boundary Legal Description, Five Star Annexation**

40' Drainage Right of Way, Birks Blue Estates, County of Mesa, State of Colorado, recorded at Reception No. 1263633.

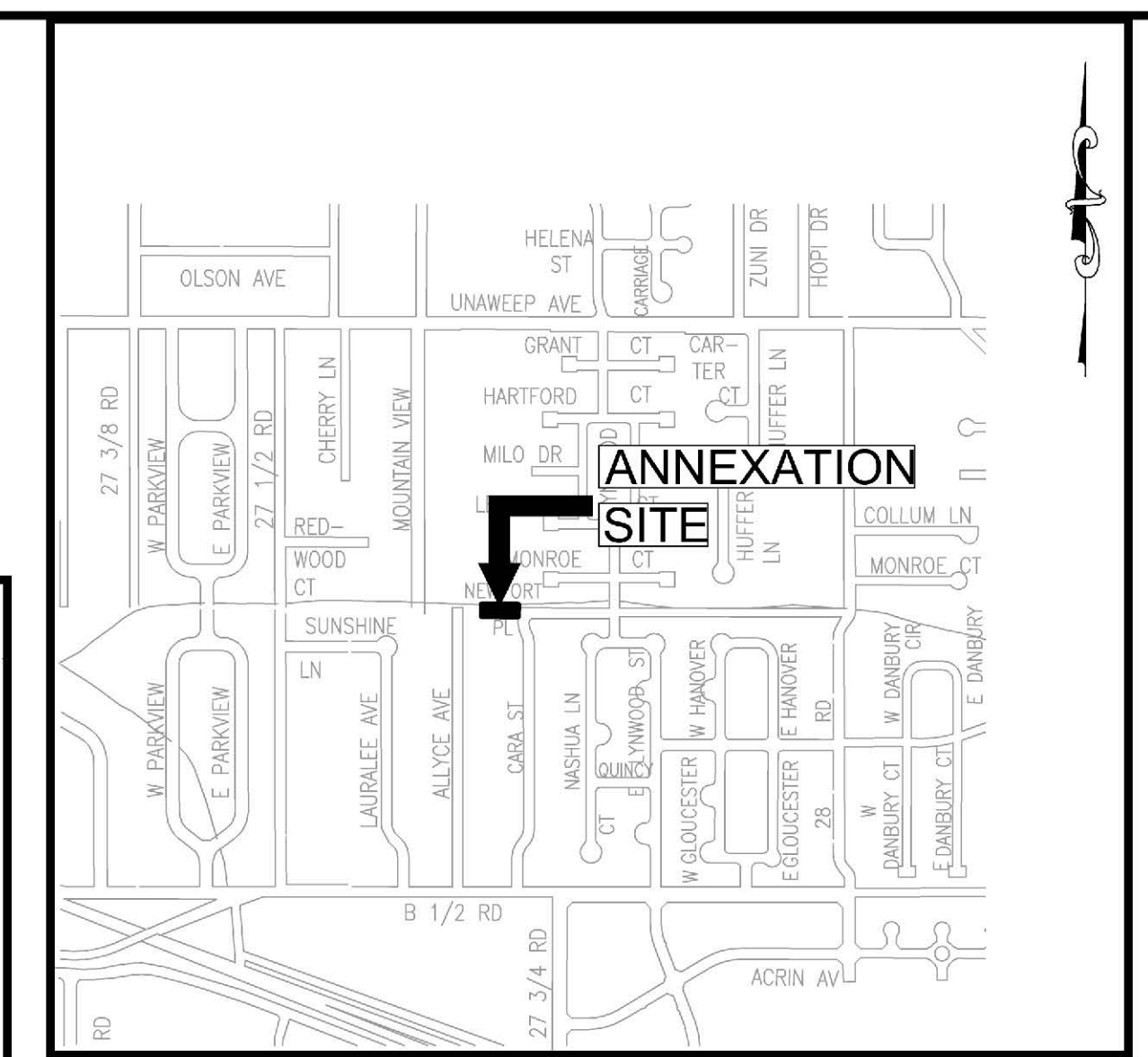
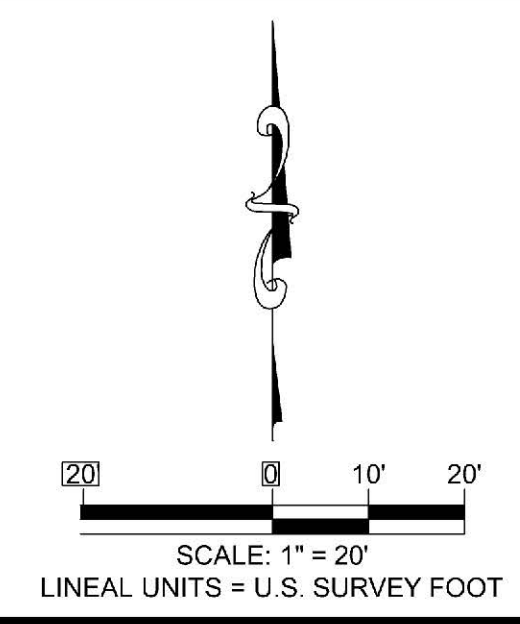
Contains 0.11 Acres

FIVE STAR ANNEXATION SCHEDULE			
March 20, 2024	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
April 9, 2024	Planning Commission Considers Zone of Annexation		
April 17, 2024	City Council Intro Proposed Zoning Ordinance		
May 1, 2024	City Council Accept Petition/Annex and Zoning Public Hearing		
June 3, 2024	Effective date of Annexation and Zoning		
ANNEXATION SUMMARY			
File Number	ANX-2023-219		
Location	2767 C Road		
Tax ID Number(s)	NA		
Number of Parcel(s)	1		
Existing Population	0		
No. of Parcels Owner Occupied	0		
Number of Dwelling Units	0		
Acres Land Annexed	0.11 Acres – 4,609 Square Feet		
Developable Acres Remaining	0.11 Acres – 4,609 Square Feet		
Right-of-way in Annexation	None		
Previous County Zoning	PUD (Planned Unit Development)		
Proposed City Zoning	RM-8		
Surrounding Zoning:	North:	RM-8	
	South:	RM-8	
	East:	NA – Right-of-Way	
	West:	RM-8	
Current Land Use	Vacant		
Proposed Land Use	Single-Family Residential		
Surrounding Land Use:	North:	Large Lot Single-Family Residential	
	South:	Vacant	
	East:	Undeveloped Right-of-Way	
	West:	Single-Family Residential	
Comprehensive Plan Designation:	Residential Medium 5.5-12 units per acre		
Zoning within Comprehensive Plan Designation:	Yes:	<input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Values:	Assessed	NA – Not Assessed	
	Actual	NA	
Address Ranges	2072 B ½ Road and 2765 – 2771 UnawEEP		
Special Districts:	Water	Ute Water Conservancy District	
	Sewer	City of Grand Junction	
	Fire	Grand Junction Rural Fire District	
	Irrigation/Drainage	Orchard Mesa Irrigation District	
	School	Mesa County Valley School District 51	
	Pest	Grand River Mosquito Control	

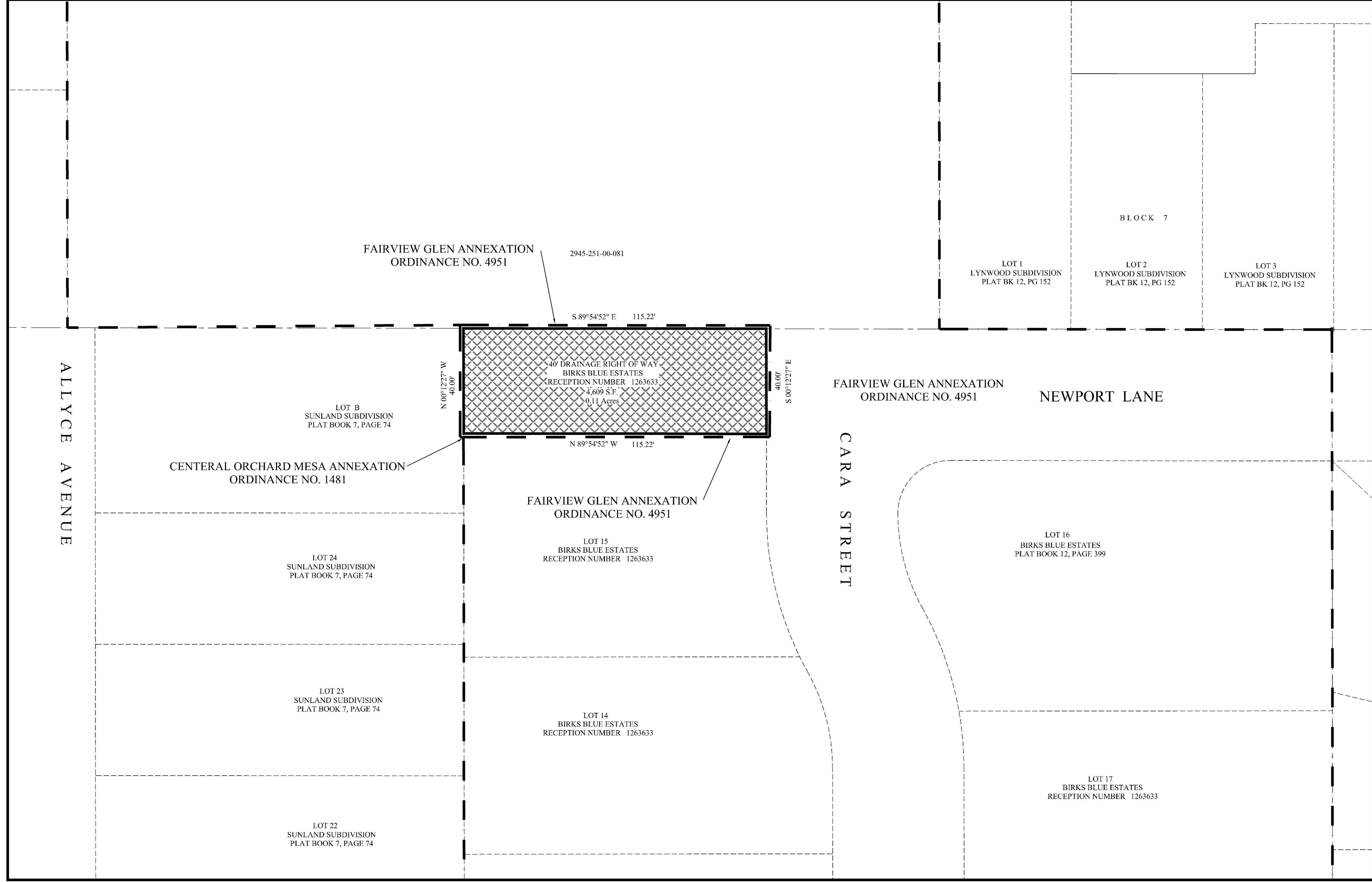


# FIVE STAR ANNEXATION

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



SITE LOCATION MAP SCALE: 1" = 800'



**LEGAL DESCRIPTION**

Annexation area description:  
A parcel of land being the 40 foot drainage right-of-way within Birks Blue Estates subdivision (Reception Number 1263633), being more particularly described as follows:  
**BEGINNING** at the Northwest corner of Birks Blue Estates, whence the Northeast corner of said subdivision bears North 89°54'52" East, with all bearings being relative thereto; thence along said northerly boundary, South 89°54'52" East, a distance of 115.22 feet, to the westerly right-of-way of Carra Street, thence along said right-of-way South 00°12'27" East, a distance of 40.00 feet; thence leaving said right-of-way South 89°54'52" West, a distance of 115.22 feet, to the westerly line of said subdivision; thence along the westerly line of said subdivision North 00°12'27" West, a distance of 40.00 feet, to the Point of Beginning.

Said Parcel of land CONTAINING **4,609** Square Feet or **0.11** Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	310.45 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	310.45 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	4,609 FT <sup>2</sup>	EXISTING CITY LIMITS	
AREA IN ACRES	0.11		
AREA WITHIN R.O.W.	0.00 FT <sup>2</sup>		
AREA WITHIN DEEDED R.O.W.	0.00 ACRES		
	0.00 FT <sup>2</sup>		
	0.00 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

**ORDINANCE NO. 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**

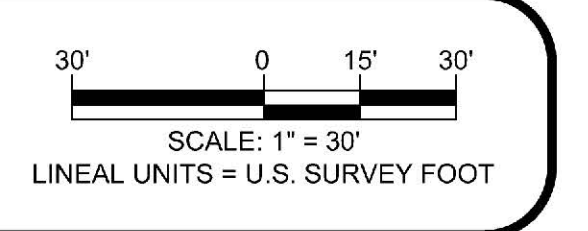
Jodie L Grein      DATE  
STATE OF COLORADO - P.L.S. NO. 38075  
ROLLAND CONSULTING ENGINEERS  
405 RIDGES BLVD. SUITE A  
GRAND JUNCTION, CO. 81507

**THIS IS NOT A BOUNDARY SURVEY**

C:\Projects\13-407 City of Grand Junction\Five Star Annexation\Five Star Annexation Plat.dwg - PLOTTED: 2023-04-11

**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.

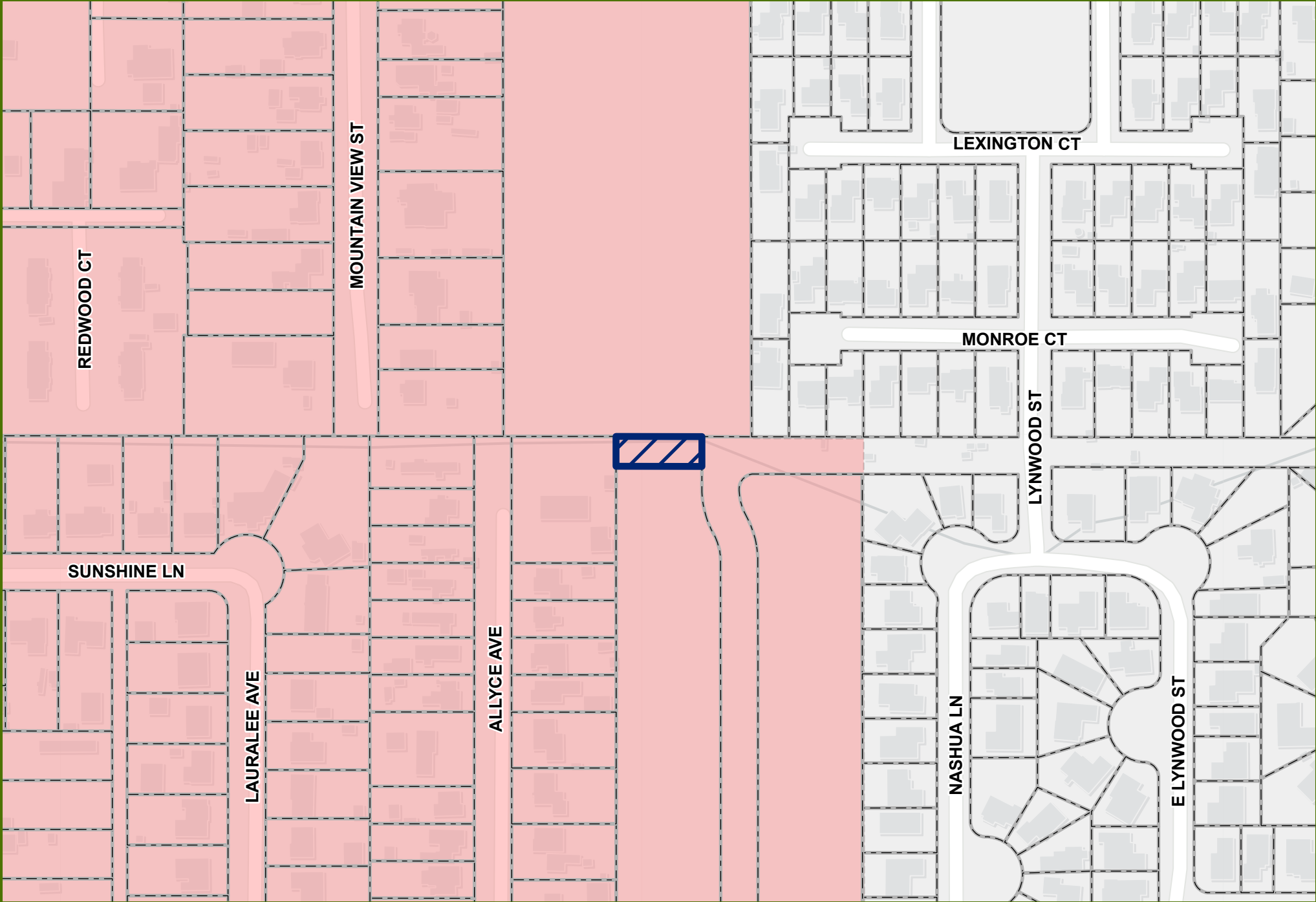
DRAWN BY: JLG      DATE: 04/11/2023  
DESIGNED BY: JLG      DATE: 04/11/2023  
CHECKED BY: JAM      DATE: 04/11/2023



**PUBLIC WORKS ENGINEERING DIVISION**

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

# Five Star Annexation



0 50 100 200 Feet

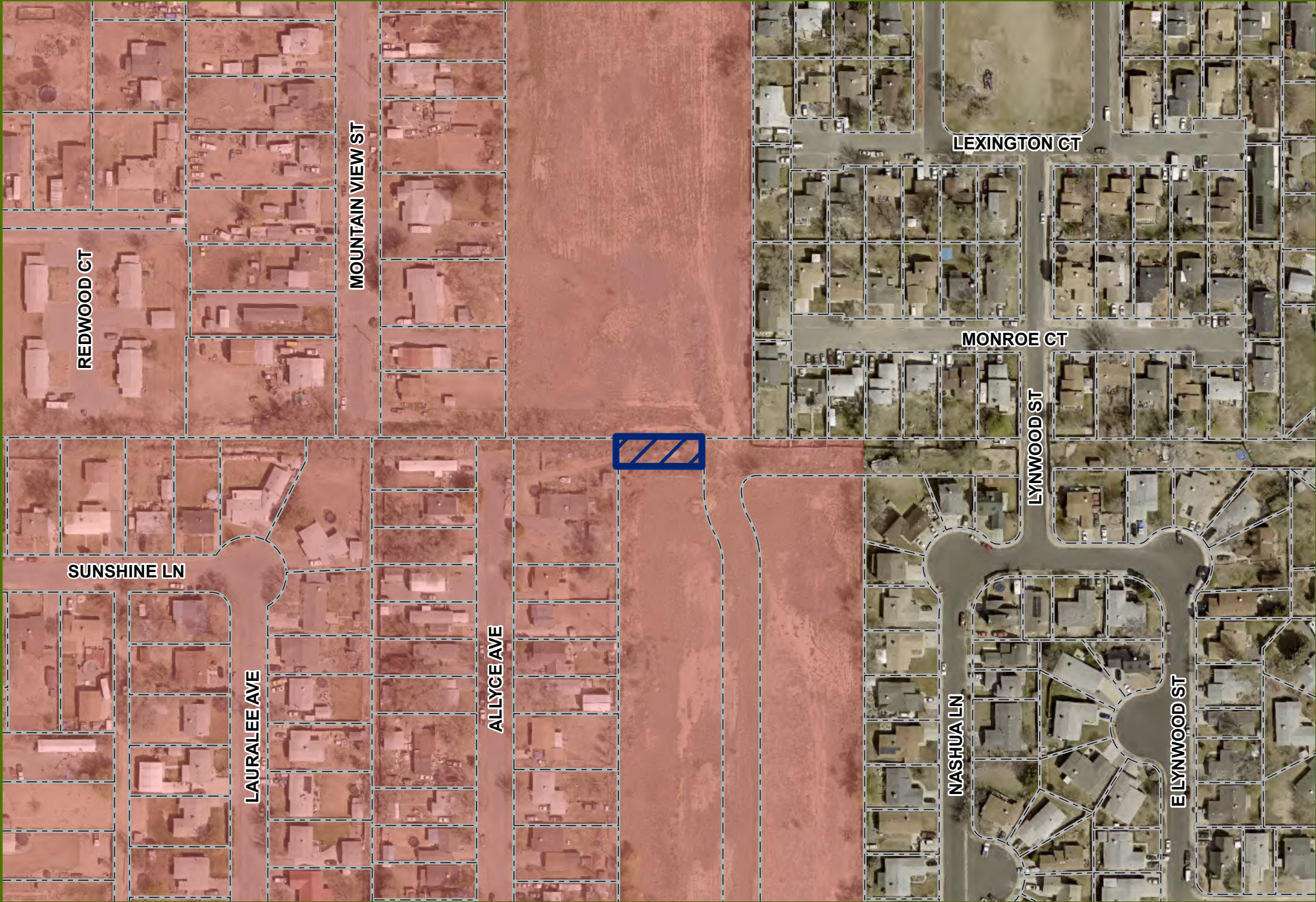


Annexation Site



City Limits

# Five Star Annexation



0 50 100 200 Feet



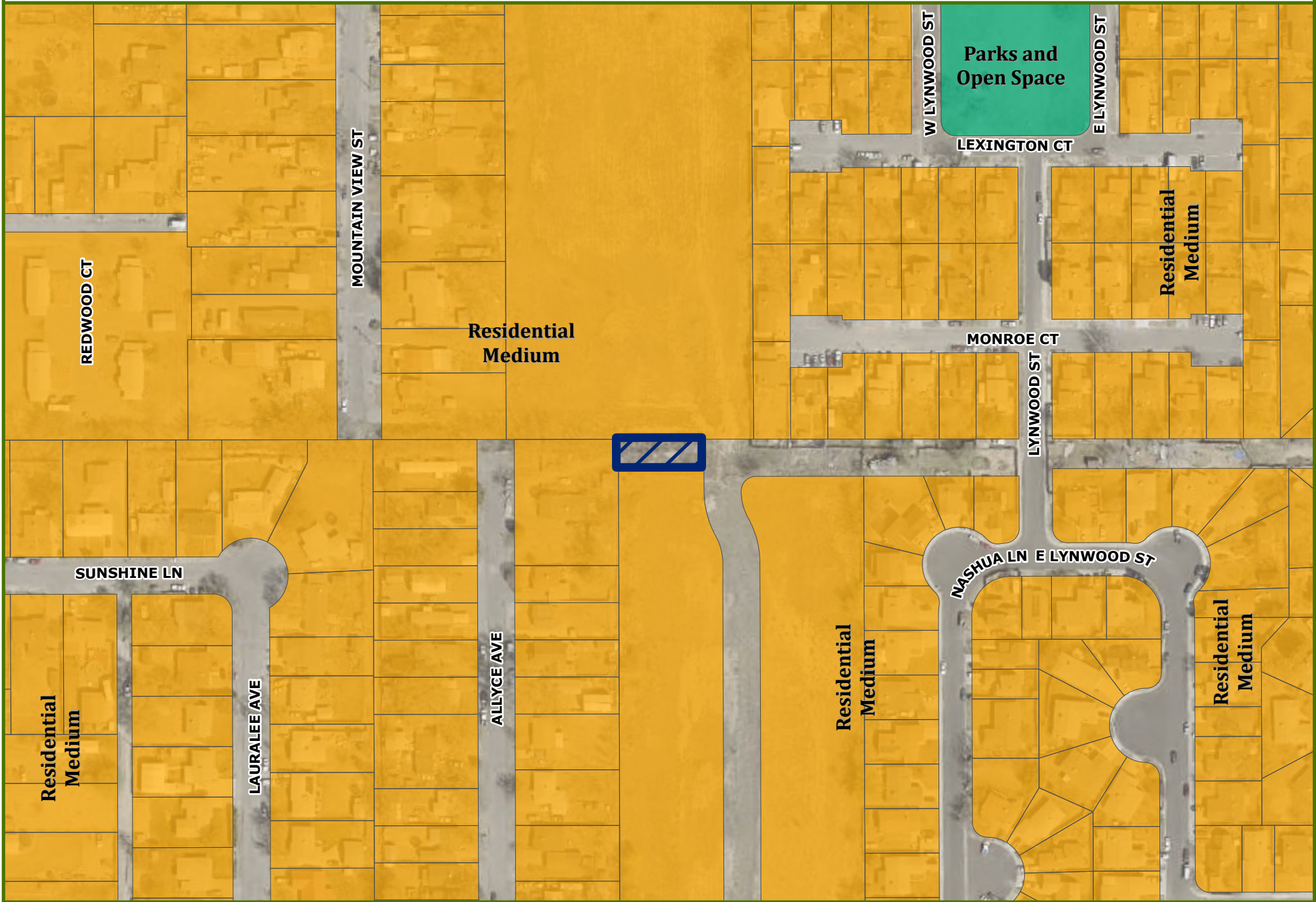
Annexation Site



City Limits



# Five Star Annexation - Land Use



0 50 100 200 Feet

# Five Star Annexation - Zoning



0 50 100 200 Feet



Annexation

City Zoning

County Zoning

Date Created: 2/27/2024



**GRAND JUNCTION PLANNING COMMISSION**  
**April 9, 2024, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:32 p.m. by Commissioner Scissors.

Those present were Planning Commissioners; Sandra Weckerly, Kim Herek, Ian Moore, and Orin Zyvan.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 0 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 March 26, 2024.

Commissioner Weckerly moved to approve the consent agenda.

*Commissioner Herek seconded; motion passed 5-0.*

**REGULAR AGENDA**

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**1. Five Star Annexation**

**ANX-2023-219**

Consider a request by Five Star Homes and Development Inc. to Zone 0.11 acres within the Five Star Annexation to RM-8 (Residential Medium 8) Located East of the Northern End of Allyce Avenue within the Birks Blue Subdivision.

**Staff Presentation**

Tim Lehrbach, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Tracy States with River City Consultants was present and available for questions.

**Questions for staff and applicant**

Commissioner Weckerly asked for clarification on the location of the parcel to be annexed.

Commissioner Zyvan asked if the drainage easement would remain following annexation. Additionally, he asked about the future prospects for multimodal transportation for this parcel.

Tracy clarified that the parcel would continue to be designated for drainage.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, April 2, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 5:50 p.m. on April 9, 2024.*

## **Discussion**

### **Motion and Vote**

Commissioner Weckerly made the following motion "Mr. Chairman, on the Zone of Annexation request for the property located east of the northern end of Allyce Avenue within the Birks Blue subdivision, file number ANX-2023-219, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

*Commissioner Herek seconded; motion passed 5-0.*

## **OTHER BUSINESS**

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Niki Galehouse noted that the April 23<sup>rd</sup> Planning Commission would be cancelled.

## **ADJOURNMENT**

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Commissioner Herek moved to adjourn the meeting.

*The vote to adjourn was 5-0.*

The meeting adjourned at 5:52 p.m.

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE ZONING THE FIVE STAR ANNEXATION  
TO RM-8 (RESIDENTIAL MEDIUM EIGHT DWELLING UNITS PER ACRE) ZONE DISTRICT  
LOCATED ON PROPERTY EAST OF THE NORTHERN END  
OF ALLYCE AVENUE WITHIN THE BIRKS BLUE SUBDIVISION**

Recitals:

The annexation is referred to as the “Five Star Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Five Star Annexation consisting of 0.11 acres to RM-8 (Residential Medium Eight Dwelling Units per Acre) finding that both the RM-8 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan’s policies and strategies 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 RM-8 (Residential Medium 8 units per acre) zone district is in conformance with at least one of the stated criteria of Section 21.02.050(c) of the Grand Junction Zoning and Development Code for the parcel as designated.

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

**ZONING FOR THE FIVE STAR ANNEXATION**

The following described parcel in the Grand Junction, Colorado is hereby duly and lawfully zoned RM-8 (Residential Medium 8 Dwelling Units per Acre).

**Five Star Annexation Description**

40’ Drainage Right of Way, Birks Blue Estates, County of Mesa, State of Colorado, recorded at Reception No. 1263633.

Said Parcel of land being comprised of 0.11 Acres.

**INTRODUCED** on first reading this 17th day of April 2024 and ordered published in pamphlet form.

**ADOPTED** on second reading this 1st day of May 2024 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

DRAFT



**Grand Junction City Council**

**Regular Session**

**Item #3.a.**

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**Meeting Date:** April 17, 2024  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Trent Prall, Engineering and Transportation Director

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**Information**

**SUBJECT:**

22 1/2 Road and Greenbelt Drive Sidewalk and Drainage Improvements Project  
Memorandum of Understanding with Mesa County and School District 51

**RECOMMENDATION:**

Authorize the City Manager to sign a Memorandum of Understanding with Mesa County and School District 51 for the 22 1/2 Road and Greenbelt Drive Sidewalk and Drainage Improvements Project

**EXECUTIVE SUMMARY:**

This Memorandum of Understanding with Mesa County and School District 51 defines the relationship and funding for the proposed project to improve drainage and sidewalk facilities on 22 1/2 Road and Greenbelt Drive adjacent and near Broadway Elementary.

**BACKGROUND OR DETAILED INFORMATION:**

The asphalt trail on the west side of 22 1/2 Road adjacent to Broadway Elementary is more than 35 years old and has large block cracks that developed and are difficult to repair. This section of trail was the site of an accident last fall when a student's wheelchair was caught in one of the cracks. Adjacent to the trail is a small drainage channel that has incised over the years creating an unsafe edge to the trail. The project proposes to construct a new 10-foot wide concrete path on the west side while improving the drainage with piped infrastructure. Greenbelt Dr. serves as a walking route to school for areas east of Redlands Parkway. Mesa County proposes to pipe an existing drainage ditch and construct a new 10-foot wide concrete path on the north side of Greenbelt Dr.

This MOU defines the lines of communications, responsibility for various work items, and contractor payments for the project, including the understanding that each entity

would split the cost of the project based on the actual costs associated with the work completed as defined in this MOU. Design costs will be split evenly between all three parties. Construction costs on 22-1/2 Road improvements will be split evenly between the City and the School District. Construction costs on Greenbelt Drive will be paid for by the County.

The Project will generally include design and construction of sidewalk and drainage improvements to the west side of 22-1/2 Road along Broadway Elementary School property and to the north side of Greenbelt Drive between 22-1/2 Road to the existing sidewalk at Milena Way. It is anticipated that no right-of-way or easement acquisitions will be required.

Design is proposed for 2024 and construction slated for 2025. The MOU projects a total project cost of \$648,000, with the City's share of the improvements estimated at \$184,000, currently scheduled for \$50,000 in 2024 and \$134,000 in 2025.

**FISCAL IMPACT:**

This City's total share of the project is anticipated at \$184,000. \$100,000 was included in the 2024 Adopted Budget. The City's portion of the proposed 2024 design is \$50,000. The balance would be re-budgeted in 2025 along with an additional \$84,000 for construction per the proposed MOU.

**SUGGESTED MOTION:**

I move to (approve/deny) the request to authorize the City Manager to sign a Memorandum of Understanding with Mesa County and School District 51 for the 22 1/2 Road and Greenbelt Drive Sidewalk and Drainage Improvements Project.

**Attachments**

- 1. MOU City County & D51 Greenbelt & 22.5 202404010
- 2. Broadway Elementary 22.5 Rd Improvements Exhibit



1 **MEMORANDUM OF UNDERSTANDING**

2 **between**

3 **The City of Grand Junction, Mesa County Valley School District 51,**  
4 **and Mesa County, Colorado**

5 **for the**

6 **DESIGN AND CONSTRUCTION OF 22 ½ ROAD AND GREENBELT DRIVE**  
7 **SIDEWALK AND DRAINAGE IMPROVEMENTS**

8  
9  
10 **The parties to this Memorandum of Understanding (“Agreement”) are Mesa**  
11 **County, Colorado, a political subdivision of the State of Colorado, acting through**  
12 **the Mesa County Board of County Commissioners (“County”), the City of Grand**  
13 **Junction, Colorado, a Colorado Home Rule Municipality, acting through the**  
14 **Grand Junction City Council (“City”), and Mesa County Valley School District 51**  
15 **(“School District”). The County, City and School District may be collectively**  
16 **referred to as “Parties or “the Parties”.**

17  
18 **I. Introduction**

19 Both the City and the County have responsibilities for developing and  
20 implementing transportation plans and authorizing capital improvements  
21 within their respective jurisdictions. The School District has a responsibility to  
22 maintain safe access to its schools and associated properties. The Parties  
23 recognize that transportation related improvement decisions by one party  
24 affect decisions by the others, and that cooperative planning and spending  
25 can help to make the most of the community’s resources that are available to  
26 fund improvements.

27  
28 The Parties further recognize the need to make sidewalk and drainage  
29 improvements to 22 ½ Road and Greenbelt Drive in unincorporated Mesa  
30 County (“Project”) in order to provide Americans with Disabilities Act (“ADA”)  
31 compliant access to Broadway Elementary School. Broadway Elementary is  
32 a School District facility located on the west side of 22 ½ Road, south of  
33 Greenbelt Drive. 22 ½ Road is designated as a City right-of-way and  
34 Greenbelt Drive, between 22 ½ and Redlands Parkway is designated as a  
35 County right-of-way. Because of the common and related interests of the City,  
36 the County and the School District they as the Parties to this Agreement  
37 acknowledge and agree that it is in their singular and collective best interests  
38 to work cooperatively in the planning and construction of the Project.

39  
40 **II. Purpose**

41 The purpose of this Agreement is to establish the relative rights and  
42 responsibilities for the various work necessary to accomplish the Project. To  
43 that end this Agreement establishes the intention of the City, County, and  
44 School District to cooperatively fund and prosecute to completion the design,  
45 bidding, and construction of the Project.

47 III. Procedure  
 48 Now, therefore, it is agreed that the Parties will:

- 49  
 50 1) Include in their respective 2024 - 2025 Capital Improvement Plans the  
 51 funds and staff to pay for and complete the Project. Accordingly, the  
 52 Parties will make every effort to budget no less than the sums ("Project  
 53 Funds") shown below:  
 54  
 55

<b>Fund Source</b>	<b>Design 2024</b>	<b>Construction 2025</b>	<b>Project Funds</b>
<b>City</b>	<b>\$50,000</b>	<b>\$134,000</b>	<b>\$184,000</b>
<b>School District</b>	<b>\$50,000</b>	<b>\$134,000</b>	<b>\$184,000</b>
<b>County</b>	<b>\$50,000</b>	<b>\$230,000</b>	<b>\$280,000</b>
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$498,000</b>	<b>\$648,000</b>

56  
 57 Design costs will be split evenly between all three parties.  
 58 Construction costs on 22-1/2 Road improvements will be split  
 59 evenly between the City and the School District. Construction costs  
 60 on Greenbelt Drive will be paid for by the County.  
 61

- 62 2) The Parties agree to carry over any unexpended Project Funds from  
 63 year to year until the Project is constructed.  
 64  
 65 3) The Project generally is described as and will include design and  
 66 construction of sidewalk and drainage improvements to the west side  
 67 of 22 ½ Road along Broadway Elementary School property and to the  
 68 north side of Greenbelt Drive between 22 ½ Road to the existing  
 69 sidewalk at Milena Way. All work will be designed and constructed to  
 70 City/CDOT standards. It is anticipated that no right-of-way or easement  
 71 acquisitions will be required.  
 72  
 73 4) The County will manage the Project from design through bidding and  
 74 construction. The City, County, and School District will perform their  
 75 respective public relations coordinated through the County's Project  
 76 Engineer.  
 77  
 78 5) The County shall contract with a Consulting Engineer for design  
 79 services. Design services include design to the most current  
 80 City/CDOT standards, any permitting required for the Project,  
 81 coordination with utilities, as well as outreach and coordination with  
 82 affected interests.  
 83

- 84 6) The County shall contract with a civil contractor to construct the  
85 Project. The construction contract shall be in accordance with County  
86 procurement and contracting standards.  
87  
88
- 89 7) So that revenue limitations under TABOR are not implicated, the  
90 contract(s) between the County and the third-party contractors  
91 performing the work on the Project may be written so that payments  
92 may be made directly to the third-party contractor by either the City  
93 and/or the County, and/or the School District in amounts consistent  
94 with the contributions of the Parties as established by this Agreement.  
95 Under such a contract, the third-party contractors shall issue invoices  
96 directly to the paying Party(ies) and payment shall be made directly to  
97 the third-party contractor by the paying Party(ies).  
98
- 99 8) The City, County, and School District may not necessarily pay exactly  
100 equal shares of every individual portion of the Project; however, all  
101 Parties agree that the total share of the Project actual cost will be  
102 divided as in the proportion shown in III(1) above. Should a Party  
103 receive a grant for the Project, it is the general intent of the Parties to  
104 apply the grant money to the Project as a whole, with the contributions  
105 of each Party being reduced by the application of the grant funds. At  
106 the time of a grant award(d), the Parties shall generate a written  
107 amendment to this Agreement detailing how the grant(s) shall be  
108 applied in accordance with this Agreement and in compliance with any  
109 requirements of the grant(s). The Project Funds to be paid by each  
110 Party shall not exceed the amount shown in III(1) above except by  
111 mutual, written modification of this Agreement.  
112

113 IV. Administration  
114

- 115 1) Nothing in this Agreement shall be construed as requiring any Party to  
116 assume or expend any sum in the excess of appropriations available.  
117 All expenditures contemplated by any Party under this Agreement shall  
118 be subject to that Party's annual appropriations pursuant to Colorado  
119 Law.  
120
- 121 2) This Agreement shall become effective when signed by the Parties.  
122 The Parties may amend the Agreement in writing as mutually agreed,  
123 including changes in scope or cost as the performance of the Project  
124 progresses. Any Party may terminate this Agreement for its  
125 convenience after giving the non-terminating Parties 30 days written  
126 notice of the terminating Party's intent to terminate. Any outstanding  
127 obligations or other responsibilities accrued in accordance with the  
128 performance of this Agreement until the time of its termination,

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including any amounts owed or reimbursements to be paid, shall remain in effect and shall be performed by the Parties.

- 3) The County shall advertise, receive bids, and award the bid based on the County's Purchasing Policy and the recommendation of the Project management team. The Project management team shall be comprised of a named representative of each Party. The County shall include all the terms and conditions regarding bonding, insurance, and indemnification in construction contract so that the Project is protected as the County would customarily require.
- 4) This Agreement may be signed in counterparts. Each counterpart shall become part of the final Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

In Witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

MESA COUNTY

\_\_\_\_\_  
Bobby Daniel, Chair  
Mesa County Board of Commissioners

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

CITY OF GRAND JUNCTION

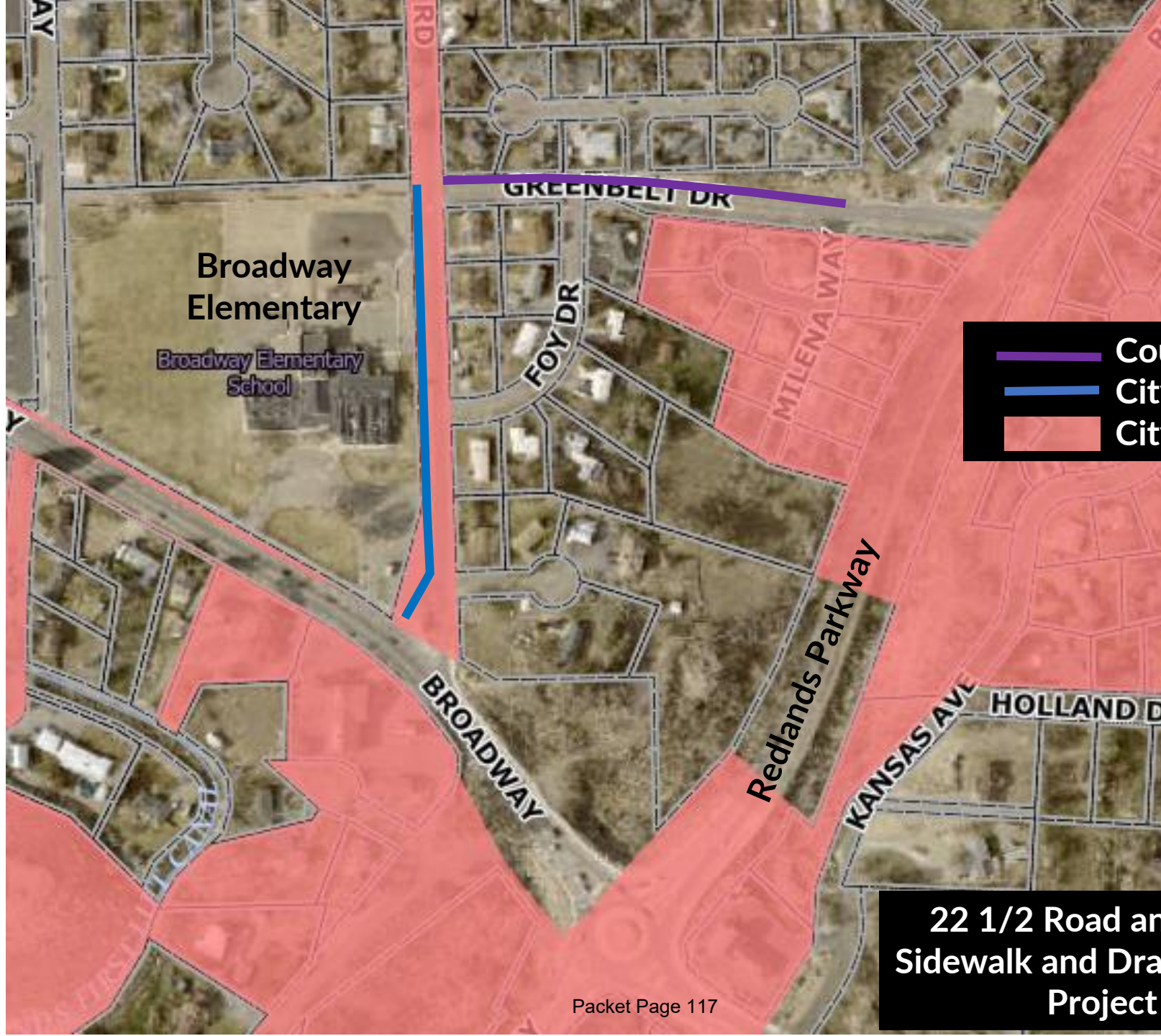
\_\_\_\_\_  
Anna Stout, President of City Council  
Grand Junction City Council

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

MESA COUNTY VALLEY SCHOOL DISTRICT 51

\_\_\_\_\_  
Andrea Haitz  
President of the Board of Education  
Mesa County Valley School District 51

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

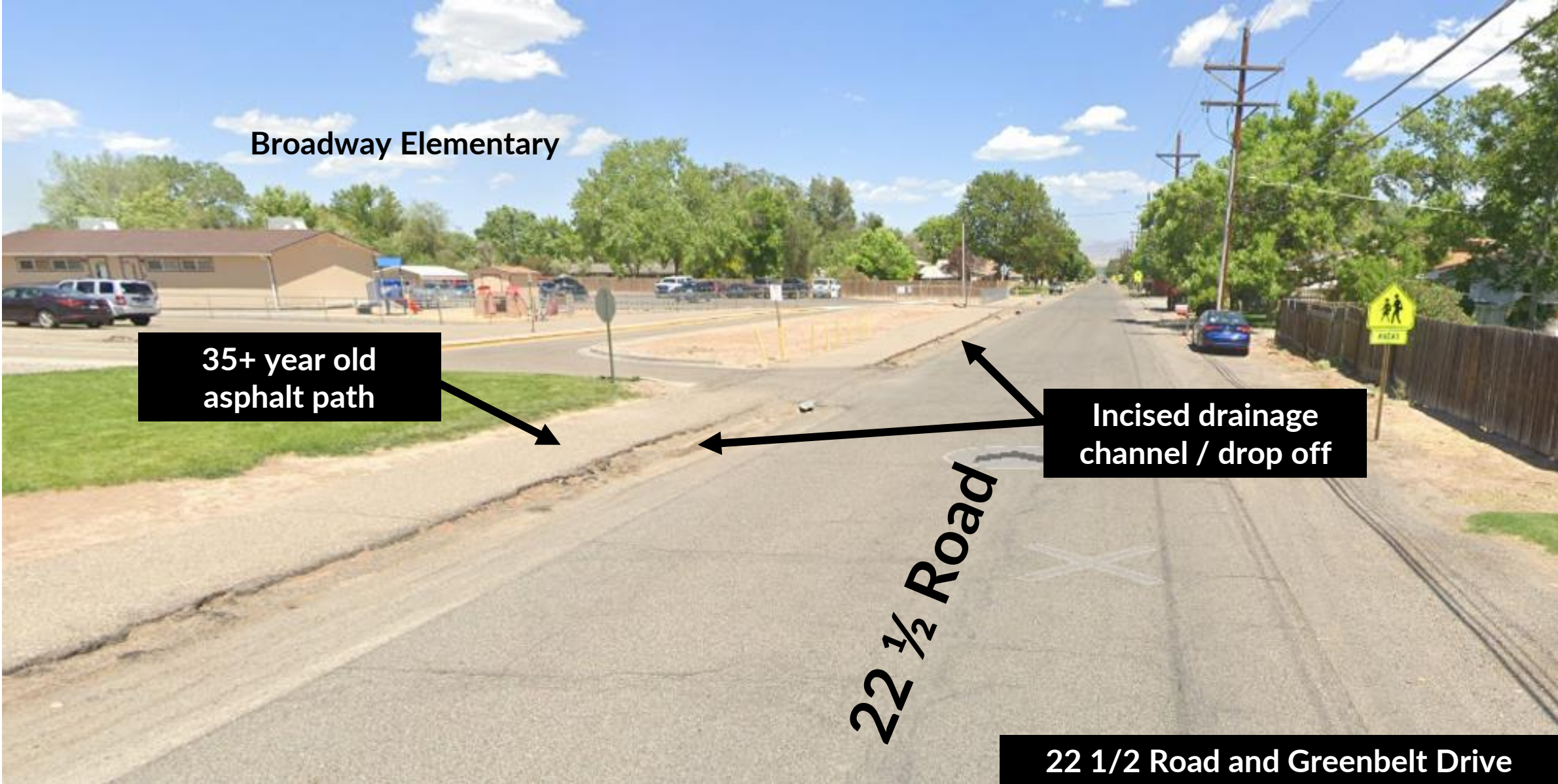


Broadway Elementary

Broadway Elementary School

- County Section
- City/SD51 Section
- City Limits

22 1/2 Road and Greenbelt Drive  
Sidewalk and Drainage Improvements  
Project Area Map



Broadway Elementary

35+ year old asphalt path

Incised drainage channel / drop off

22 1/2 Road

22 1/2 Road and Greenbelt Drive Sidewalk and Drainage Improvements Project - 22 1/2 Rd Street View



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

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**Meeting Date:** April 17, 2024  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Ashley Firl, Operations Support Engineer

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**Information**

**SUBJECT:**

Contract for Anaerobic Digester Cleaning Services at Persigo Wastewater Treatment Facility

**RECOMMENDATION:**

Authorize the City Purchasing and Utilities department to enter into a contract with Kinetic Energy Services, LLC for the not-to-exceed amount of \$296,760.00. This contract is for the cleaning of both anaerobic digesters located at the Persigo Wastewater Treatment Facility (WWTF).

**EXECUTIVE SUMMARY:**

There are two anaerobic digesters essential to treatment operations located at the Persigo WWTF. This contract, if approved, will allow Kinetic to clean residual material out of them one at a time using hydrovac trucks. Clean anaerobic digesters will operate more effectively, improve treatment processes, and increase biogas production.

**BACKGROUND OR DETAILED INFORMATION:**

Anaerobic digestion is a solids stabilization process essential to the treatment methods utilized at the Persigo WWTF. The anaerobic digesters are sealed concrete tanks where the conversion of microbiological cells and other solids into a stable end product occurs. Solids include domestic wastewater solids, grease, fats, oils, and other byproducts from wastewater treatment, such as rags, sand, and inert material. These types of tanks should be cleaned every four to seven years to remove residual material, allow for interior inspections, and ensure optimal treatment conditions such as capacity and temperature are maintained. The 2024 budget included planned expenditures for the scope of emptying and cleaning both anaerobic digesters.

A formal Request for Proposal was issued via BidNet (an online site for government

agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Associated, and advertised in the Daily Sentinel. The City received four (4) proposals that were determined to be responsive and responsible by the following firms:

<b>Company</b>	<b>Location</b>
Kinetic Energy Services, LLC	Windsor, CO
MP Environmental Services, Inc	Bakersfield, CA
Redi Services, LLC	Platteville, CO
Riley Industrial Services, Inc	Farmington, NM

After conducting a thorough evaluation of the proposals, an evaluation committee requested additional information from the top two firms to clarify their plans to complete the scope of services. Upon receiving the responses, it was determined that the proposal from Kinetic Energy Services, LLC reflected a complete understanding of the scope of work and would best meet the expectations to clean the anaerobic digesters. Their direct experience with confined space tank cleaning using hydrovac trucks, excellent references from Colorado peer agencies, and projected completion time frame outweighed other proposals.

If this contract is awarded, the anaerobic digester cleaning project will begin in mid-May. Once the first anaerobic digester is cleaned, it will be inspected by the City and put back into service as soon as practicable so that the second anaerobic digester can be taken out of service, drained, and cleaned later this year.

Per Section 1.1.3 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

**FISCAL IMPACT:**

The funds to engage contract services to clean both anaerobic digesters located at the Persigo WWTF for \$296,760 are included in the 2024 Adopted Budget.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Kinetic Energy Services, LLC of Windsor, CO, for the Persigo Anaerobic Digester Cleaning Project in the not-to-exceed amount of \$296,760.00. Funding for this project is included in the 2024 Adopted Budget for the Sewer Enterprise Fund.

**Attachments**

1. Persigo AD Cleaning FINAL SOLICITATION 2.9.24
2. Response Kinetic Energy Services, LLC RFP-5342-24-KH
3. Attachment 1 Anaerobic Digester Drawings v1.1





**Request for Proposal  
RFP-5342-24-KH**

**Persigo Anaerobic Digester Cleaning**

**RESPONSES DUE:**

**March 7, 2024, Prior to 2:00pm Mountain Time**

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System  
(RMEPS)**

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve the issue prior to the response deadline. 800-835-4603)**

**NOTE: All City solicitation openings will continue to be held virtually.**

**PURCHASING AGENT:**

**Kassy Hackett, Buyer**

**[kassyh@gjcity.org](mailto:kassyh@gjcity.org)**

**970-244-1546**

# REQUEST FOR PROPOSAL

## TABLE OF CONTENTS

### Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

**Appendices** *\*if the link does not work, try an alternate browser*

**Attachment A:** [Anaerobic Digester Drawings](#)

## REQUEST FOR PROPOSAL

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**NOTE:** It is the Offeror's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 A.D.A. Document Compliance Requirements:** All Work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the accessibility Standards for individuals with a Disability, as established by the Office of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (the "City"). All contact regarding this RFP is to be directed to the Purchasing Agent.

Kassy Hackett, Buyer  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.3 Purpose:** The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and interested Firms for all labor, equipment, and materials required for the cleaning and inspection of two wastewater treatment plant anaerobic digesters located at the Persigo Wastewater Treatment Facility, 2145 River Rd, Grand Junction, CO 81505. All dimensions and Scope of Work shall be verified by Offerors prior to submission of proposals.
- 1.4 Non-Mandatory Pre-Proposal Meeting:** Interested Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting on **February 20, 2024, at 11:30 a.m.** via Microsoft Teams Meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). Nothing stated during the meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

### Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 215 522 745 910

Passcode: igWv8n

[Download Teams](#) | [Join on the web](#)



[Learn More](#) | [Meeting options](#)

- 1.5 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as "Owner". The term "Owner" means the Owner or its authorized representative.
- 1.6 **Compliance:** All participating Offerors, by its signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror shall secure instructions from the Purchasing Agent prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 **Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) .
- 1.8 **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. For proper evaluation, proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/647132789>

You can also dial in using your phone.

Access Code: 647-132-789

United States: +1 (571) 317-3122

- One-touch: tel:+15713173122,,647132789#

Join from a video-conferencing room or system.

Meeting ID: 647-132-789

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 647132789@67.217.95.2 or 67.217.95.2##647132789

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9 **Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.

- 1.10 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.11 Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the "Firm".
- 1.12 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in its proposals.
- 1.13 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract.
- 1.14 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of Proprietary Information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document may establish the information confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written justification for the request. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the Confidential or Proprietary Information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.15 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential" or "Proprietary". Disqualification of a proposal does not eliminate the City's rights.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements.

- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance of projects of similar scope and size.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

**1.17 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only to avoid disclosure of process. All proposals shall be opened for public inspection after the Contract is awarded.

**1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors will be disclosed.

<b>SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS</b>
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**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or Cover Letter together with the Contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other Project.

**2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Work knowing it to be contrary to such laws, ordinances,

rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the Contract, the successful Firm shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Firm may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Firm submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Firm. If, after the award, the Owner refuses to accept any person or organization on such list, the Firm shall submit an acceptable substitute and the Contract

sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Supervision and Construction Procedures:** The Firm shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.9. Warranty:** The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Firm's expense. The Firm will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.
- 2.10. Responsibility for those Performing the Work:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Firm.
- 2.11. Use of the Site:** The Firm shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Firm at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions: Material Availability:** Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated



portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Firm shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Firm's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Firm shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named 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. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Firm is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract, this is related only to the construction portion of the Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Firm, as liquidated damages only apply to the construction portion(s) of the project. if the Firm does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Firm shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Firm agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00**, is reasonable and necessary to pay

for the actual damages resulting from such a delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Firm must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Firm considers the entire Work ready for its intended use, Firm shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Firm shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Firm shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Firm's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due to the Firm.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because of the Firm's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other Contracts resulting from the Firm's failure of timely performance, the Firm agrees to pay these costs that the City incurs because of the Firm's delay, and these payments are separate from and in addition to any liquidated damages.

The Firm agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the Work if the time of completion has elapsed and the Firm is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Firm agrees to reimburse the City for all expenses thus incurred.

- 2.19. Contingency/Force Account:** Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds not required for project completion, shall remain

the property of the Owner. Firm is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.

- 2.20. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Firm shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Work in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.24. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.25. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.28. Uncovering & Correction of Work:** The Firm shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Firm shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Work of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Firm.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Firm of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.38. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The

Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

**2.39.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**2.40. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

**2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

**2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

**2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

**2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

**2.45. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.

**2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**2.47. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall at no time be legally responsible for any

negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Offeror be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act.

Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.

- 2.58. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.
- 2.61. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.62. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.63. Multiple Offers:** If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.64. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.65. Definitions:**
- 2.65.1.** "Firm" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives



of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

- 2.65.2.** “Offeror” refers to the person or persons legally authorized by the Firm to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.65.3.** The term “Work” and/or “Service” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.65.4.** “Owner” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm’s Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub- Firm, or any of its agents or employees, or any other persons performing any of the Work.
- 2.65.5.** “Sub-Contractor” is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

**2.66. Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-Offeror(s) having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

**2.67. Keep Jobs in Colorado Act:** Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Firm shall, upon

reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17- 101(2)(a).

"Public Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year except any project that receives federal moneys.

### SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation and Contract.

**3.1.1 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

**4.1 General/Background:** The City of Grand Junction is soliciting bids from qualified Hydrovac Contractors for the cleaning of domestic wastewater treatment plant anaerobic digesters located at the Persigo Wastewater Treatment Facility (WWTF), 2145 River Rd, Grand Junction, CO 81505. The Persigo WWTF is a domestic wastewater treatment facility permitted to treat up to 12.5 million gallons per day. The WWTF has a primary anaerobic digester and a secondary anaerobic digester; both need complete cleaning.

### 4.2. Special Conditions & Provisions:

**4.2.1 Non-Mandatory Pre-Proposal Meeting:** Interested Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting on **February 20, 2024, at 11:30 a.m.** via Microsoft Teams Meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). Nothing stated during the meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 215 522 745 910

Passcode: igWv8n

[Download Teams](#) | [Join on the web](#)



[Learn More](#) | [Meeting options](#)

**4.2.2 Pricing/Fees:** Pricing shall be established as a lump sum price and shall be all inclusive to include but not be limited to: all design, labor, permits, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall also provide an add alternate all-inclusive per gallon rate for additional liquid removal that may be required to get it down to the conical section.

Contractor shall take into account that this is a phased project.

**All fees will be considered by the Owner to be negotiable.**

**4.2.3 Laws, Codes, Rules, and Regulations:** Firm shall ensure that all Services and/or Construction provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

**4.2.4 Project Schedule:** Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated construction completion date of the end of 2024.

**4.2.5 Time of Completion:** Completion of the Project shall be no later than December 31, 2024.

**4.2.6 Contract:** A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**4.2.7 Project Manager:** The Owner's Project Manager for the Project is Ashley Firl, who can be reached at (970) 256-4133. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and emailed or delivered to:

City of Grand Junction  
Attn: Ashley Firl, Project Engineer

2145 River Rd  
Grand Junction, CO 81505  
[ashleyfi@gjcity.org](mailto:ashleyfi@gjcity.org)

**4.2.8 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**4.4 Scope of Services:** The Contractor will coordinate all phases of work with Persigo Operations staff via the Project Manager to ensure treatment requirements and facility operations are minimally disturbed. Using the hydrovac method accumulated grit and sludge will be completely removed and cleaned from both tanks with pressurized water and vacuum trucks. Pumping will not be allowed. The trucks should be sized properly for the work and be able to move grit and sludge with all equipment supplied by the Contractor. All grit and residuals can be disposed of on-site in available sludge drying beds. The Contractor shall coordinate the usage of available onsite non-potable wash water for their cleaning operations with the Project Manager and Persigo Operations. The Contractor will produce a brief description of the approach, a schedule for completion, and description of the assistance needed. The Contractor shall follow all OSHA procedures for confined spaces and hazardous gas exposures.

The City requires that only one digester to be out of service at a time and the digester will be out of service for the shortest amount of time as possible to complete the cleaning work. Due to this, the cleaning will be done in a phased approach. For the first phase, the digester will be drained as low as possible by Persigo Operations staff and then will be turned over to the Contractor to remove the remaining amount. The Contractor will completely remove debris from inside the tanks and clean internal surfaces with pressurized water and vacuum trucks. Once the first anaerobic digester has been cleaned the Owner will immediately begin the process to put it back into service, which is estimated to take 60 days or so. As soon as it is fully functional the Project Manager will work with the Contractor and Persigo Operations to coordinate cleaning for the second anaerobic digester, if possible (phase two).

Persigo Operations will empty one anaerobic digester as low as possible before turning it over to the contractor to begin the project. The exact day the tank will be available to the contractor will be communicated as much as possible during the process, and the contractor will have no less than 14 days to mobilize to begin the project. The exact amount left in the tank for the contractor to remove will depend on a variety of factors. In the best-case scenario Persigo Operations will be able to lower the liquid level down as far as the conical section leaving an expected minimum amount of roughly 28,000 gallons in the Primary Anaerobic Digester or 42,000 gallons in the Secondary Anaerobic Digester. In the worst-case scenario Persigo Operations will only be able to lower the liquid level slightly below the manway to open the tanks. In this case there would be roughly 155,000 gallons total in the Primary Anaerobic Digester or 168,000 gallons total in the Secondary Anaerobic Digester. The scope of this project is reflected by the range of these volumes. The actual volume at the start of the Contractor's project will be agreed upon by both parties as a basis for payment and allowable time.

**4.5 Anaerobic Digester Specifications:** The anaerobic digesters are referred to as the Primary and Secondary Anaerobic Digesters. Both are round concrete structures with semi-floating lids and conical bottoms originally constructed in 1985. Each digester has a 60 ft internal tank diameter and 31 ft wall height, not including the conical bottoms. The center cone depth of the primary and secondary anaerobic digesters are 4 ft and 6 ft respectively. Persigo Operations will lower the liquid level below the manway access and lower, if possible. One 30-inch diameter man way located slightly below ground level in each anaerobic digester allows interior access. On-site sludge drying beds nearby will be available for material disposal. See Attachment A: Anaerobic Digester Drawings for reference details.

**4.6 Attached Documents: ([Click Links for Access](#))**

**Attachment A:** [Anaerobic Digester Drawings](#)

**4.6 RFP Tentative Time Schedule:**

- Request for Proposal available February 9, 2024
- Optional Pre-Bid Site Visit February 20, 2024
- Inquiry deadline, no questions after this date February 27, 2024
- Addendum Posted February 29, 2024
- Submittal deadline for proposals March 7, 2024
- Owner evaluation of proposals March 7-14, 2024
- Interviews (if required) March 21-22, 2024
- Final selection March 27, 2024
- City Council Approval April 17, 2024
- Contract execution April 18, 2024
- Bonding and Insurance April 25, 2024
- Work begins no later than Upon Notice to Proceed
- Final Completion December 31, 2024

**4.8 Questions Regarding Scope of Services:**

Kassy Hackett Purchasing Agent  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Offeror side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to L, in response to the following:**

- A. Cover Letter:** Cover letter shall be provided which explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Offeror. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects. In addition to Section 4.4 Scope of Services Offerors shall also provide the following information with its proposal submittal:

Information provided shall include but is not limited to:

- Identification of key personnel
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule

Key personnel will be committed to this Project and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Discuss goals and challenges on previous projects that the team was involved in and how goals were met, and challenges were addressed by key personnel.

Discuss projects with change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

- C. Strategy and Implementation Plan:** Describe the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems proposed to use in the execution of this project:
- Cost control
  - Schedule control
  - Maintenance of Operations Plan

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of Firm's implementation plan and an estimate of time commitments from Owner.

The Offeror shall state Workdays and hours (example, 7 days a week, 12-hour days).

- D. Current and Anticipated Workload:** Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.
- E. Capability/Performance:** Provide brief project descriptions histories that delineate the Firm's ability for at least four (4) projects completed in the past five years with a similar size, scope, and delivery method to this project. Provide as a minimum:
- Project description
  - Total dollar amount of change orders (exclusive of change of scope change orders)
  - Completed project cost inclusive of all change orders, final Firm fees, and general conditions.
  - Special or unique conditions, systems, characteristics, etc., including Work that was fast tracked to meet an expedited schedule.
  - Owner's representative name and contact information.
- F. Bonding Capacity:** Provide proof of bonding capacity for this project including Design/Build fees along with current and anticipated project workloads.
- G. References:** A minimum of five (5) **references** that can attest to the Firm's experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- H. Additional Submittal of Documents to include at a minimum:**
- I. Fee Proposal:** Firm shall submit pricing using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown as follows: Lump Sum Price for completion of Services for this Project. Firm shall also provide an add alternate all-inclusive per gallon rate for additional liquid removal that may be required to get it down to the conical section.



- J. Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- K. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this project.
- L. Financial Statements:** If selected as the Preferred Offeror, Offeror may be required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror's ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"><li>• <b>Responsiveness of Submittal to the RFP (10)</b> (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)</li><li>• <b>Understanding of the Project and Objectives (15)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li><li>• <b>Experience (25)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Strategy &amp; Implementation Plan (30)</b> (Firm has provided a clear interpretation of the City's objectives in regard to the project (to include Item H of Section 5), and a fully comprehensive plan to achieve successful completion. See section 5.0 C. Strategy and Implementation Plan for details.)</li></ul>

The following criteria shall be worth 10%
* <b>Fees (20)</b>

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any Firm, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Offeror and will not negotiate with lower rated Offerors unless negotiations with higher rated Offerors have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.
- 6.4 Award:** Offerors shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-5342-24-KH “Persigo Anaerobic Digester Cleaning”**  
*Offeror must submit the entire Form completed, dated, and signed.*

All-inclusive costs, to provide technical services for the Persigo Anaerobic Digester Cleaning project, per solicitation documents:

1)

**Primary Digester Base Bid:**

**Lump Sum for Conical Section totaling 28,000 gallons \$ \_\_\_\_\_**

**WRITTEN: \_\_\_\_\_ dollars.**

**Add alternate: additional removal cost per gallon up to 127,000 gallons \$ \_\_\_\_\_**

**Gallons removed per day (used to determine allowable project duration) \_\_\_\_\_**

**Workdays and hours (example, 7 days a week, 12-hour days) \_\_\_\_\_**

2)

**Secondary Digester Base Bid:**

**Lump Sum for Conical Section totaling 42,000 gallons \$ \_\_\_\_\_**

**WRITTEN: \_\_\_\_\_ dollars.**

**Add alternate: Additional removal cost per gallon up to 126,000 gallons \$ \_\_\_\_\_**

**Gallons removed per day (used to determine allowable project duration) \_\_\_\_\_**

**Workdays and hours (example, 7 days a week, 12-hour days) \_\_\_\_\_**

For example, if the Primary Digester is turned over to the contractor with 100,000 gallons left and the contractor can remove 5,000 gallons per day, they will have 20 days to complete the cleaning before liquidated damages are incurred. The contract amount for that digester will include the conical section lump sum plus the remaining price per gallon for 78,000 gallons.

*The Owner reserves the right to accept any portion of the services to be performed at its discretion.*

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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

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

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

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

# Platte River Biogas, LLC

19179 CR 49  
LaSalle, CO 80645

March 5, 2024

To Whom It May Concern:

The purpose of this letter is to provide a reference for Kinetic Industry. Kinetic Industry has assisted Platte River Biogas, an anaerobic digester facility located in La Salle, CO to clean out our digesters recently. We have six (6) digesters which hold 1.66 million gallons of material each and are 30' tall. Our digesters were filled with sand and grit. Kinetic assisted our clean out project working on three (3) of the digesters in 20 days.

We found Kinetic Industry to be professional, reasonably priced and was able to work seven (7) days a week to get our project done. We are pleased to recommend Kinetic Industry for your project.

Sincerely,  
Platte River Biogas, LLC  
Procurement Administrator

By: *Julie Davies*  
Julie Davies



**City of Grand Junction**  
**Persigo Anaerobic Digester Cleaning RFP**



Welcome to **Kinetic Industry**, a single resource for municipal and industrial utility projects. At Kinetic we have become a leader in the underground utility industry with our 24/7 availability and rapid response services to minimize risks to infrastructure, unplanned maintenance, and costly shutdowns. By utilizing our Hydrovac, Utility Locating, Hydro-Jetting, Traffic Control, and GPR services, every industrial and municipal project is completed safely and efficiently by our experienced personnel using modern equipment.

**Cover Letter:**

Kinetic Energy Services (a.k.a. KES) (a.k.a. Kinetic Industry) is interested and highly qualified to provide the City of Grand Junction with our hydro-vacuum excavation services for the Persigo Anaerobic Digester Cleaning project because from our start in 2014 we have specialized in Hydro-vacuum Excavation and this is evident in our growing and highly experienced staff of over 100 hydrovac employees nationwide, and top-of-the-line Hydrovac equipment which consists of approx. 40 Hydrovac Trucks throughout 5 different states.

**Key Personnel Contacts:**

KC Martin – Vice President of Kinetic Industry



**KC Martin** / Vice President

[kc.martin@kineticindustry.com](mailto:kc.martin@kineticindustry.com) / 970.420.1694

**Kinetic Industry**

720.552.1221 Dispatch  
541 E Garden Drive, Unit L  
Windsor, CO 80550  
[www.kineticindustry.com](http://www.kineticindustry.com)

*Dedicated, Driven, Hungry, Real*

Zac Craig – Area Director for Kinetic Industry



**Zac Craig** / Northern Colorado Area Director

[Zac.Craig@kineticindustry.com](mailto:Zac.Craig@kineticindustry.com) / 720-434-3003

**Kinetic Industry**

720.552.1221 Dispatch  
32929 CR. 39  
Lucerne, CO 80646  
[www.kineticindustry.com](http://www.kineticindustry.com)

*Dedicated, Driven, Hungry, Real*

**Relevant Projects:**

**Platte River Biogas Digester Cleaning**

**Scope:** Cost \$400,000+ Remove Manure and Sand from (4) 100ft dia tanks ranging from 1ft deep to 6ft deep. Project took approx. 3 weeks with (4) Hydrovac Crews working 7am to 7pm daily to complete.

**Contact:** Julie Davies Cell: 215-431-4387 [jadaviesrld@gmail.com](mailto:jadaviesrld@gmail.com)

**City of Greeley Wet Well Grease Clean-Out**

**Scope:** Wet Well "Grease" in the headworks at Greeley wastewater plant. KES utilized City of Greeley's existing manifests for disposal at approved facility.

**Contact:** Scott Wernersbach Cell: 970-381-8520 [scott.wernersbach@greeleygov.com](mailto:scott.wernersbach@greeleygov.com)

**City of Loveland Digester Cleaning**

**Scope:** Remove Struvite from Digester #4, approx 100ft diameter tank. Project took 2.5 days to complete and needed confined space crew.

**Contact:** Joe Creaghe Cell: 970-290-2203 [joe.creaghe@cityofloveland.org](mailto:joe.creaghe@cityofloveland.org)

**City of Longmont Digester Cleaning**

**Scope:** Clean out Digester #3 at City of Longmont Wastewater Treatment Facility. Project took 2 weeks to complete with (1) Hydrovac crew. All material needed to be hauled off at approved facility.

**Contact:** Joe Michalski Cell: 720-472-2031 [joe.michalski@longmontcolorado.gov](mailto:joe.michalski@longmontcolorado.gov)

**City of Fort Collins Reactor Clean-out**

**Scope:** Cost \$34,000+ Clean out (1) Reactor with 55,000 gallons of Struvite phosphorous-based materials at Fort Collins WWTP.

**Contact:** Bounkheana Chhun Cell: 952-818-7490 [bchhun@fcgov.com](mailto:bchhun@fcgov.com)



### **Strategy/Interpretation/Implementation Plan**

Kinetic's plans to complete this project involves using our Hydrovac Trucks (several trucks/crews can be made available upon request) to remove all accumulated grit and sludge from both of Grand Junction's Primary and Secondary Digester tanks using our pressurized water and high-pressured vacuum trucks, which will be safely staged on the City's Digester adjacent open land area for the majority of the project since all grit and residuals can be disposed of on-site in available sludge drying beds.

Kinetic will also coordinate the usage of available onsite non-potable wash water for our cleaning operations with the City Project Manager and Persigo Operations, we will also follow all OSHA procedures for confined spaces and hazardous gas exposures.

Since the City requires that only one digester to be out of service at a time and the digester will be out of service for the shortest amount of time possible to complete the cleaning work, the cleaning will be done in a phased approach. For the first phase, the digester will be drained as low as possible by Persigo Operations staff and then will be turned over to the Contractor (Kinetic) to remove the remaining amount. Kinetic will completely remove debris from inside the tanks and clean internal surfaces with pressurized water and vacuum trucks.

For the Solids Only portion of the Primary Digester, KES anticipates removing 24CY Per Day, Per Truck and we will need to add water to the 28,185 gallons of sludge to liquify the material totaling approx. 42,277 gallons with anticipated water needs. This means we anticipate needing 9 days onsite for the Solids portion + 6 days onsite to remove the Add Alternate liquids only with 127,000 gallons anticipated. Total = 15 Days for Solids + Liquids combined for the Primary Digester with (1) Hydrovac Truck & Crew Onsite.

For the Solids Only portion of the Secondary Digester, KES also anticipates removing 24CY Per Day, Per Truck and we will also need to add water to the 42,277 gallons of sludge to liquify the material totaling approx. 63,415 gallons with anticipated water needs. This means we anticipate needing 14 days onsite for the Solids portion + 6 days onsite to remove the Add Alternate liquids only with 126,000 gallons anticipated. Total = 20 Days for Solids + Liquids combined for the Secondary Digester with (1) Hydrovac Truck & Crew Onsite.



### **Current and Anticipated Workload**

Kinetic's current workload (and considering jobsite logistics) enables us to commit to (2) full-time Hydrovac Trucks/Crews onsite 6 days a week with the 7<sup>th</sup> day acting as a rest day for our crewmembers. We can work up to 14 hours daily (including all travel time) based on DOT maximum daily hour restrictions.

### **Bonding Capacity**

March 4, 2024

To Whom It May Concern:

Alliant Insurance Services, Inc. is the surety and insurance broker for Kinetic Energy Services, LLC. We have established a surety program for Kinetic Energy Services, LLC with Harco National Insurance Company. Harco National Insurance Company is a major provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects and is licensed in all 50 States. Harco National Insurance Company has an AM Best Rating of A-, VII. We have supported Kinetic Energy Services, LLC with bid, performance and payment bonds up to \$100,000 and with aggregate capacity to \$500,000. This would not preclude us from considering projects and programs in excess of those parameters. Based upon our knowledge of Kinetic Energy Services, LLC'S management, construction experience and current financial position, we have every confidence in its abilities to successfully undertake, manage and complete projects within those parameters its areas of expertise. Please understand that this letter is not an assumption of liability, nor is it commitment to approve and provide future bond requests. This letter is offered, simply, as a bonding reference at the request of our customer.

Sincerely,

Alliant Insurance Services, Inc.

Angela M. Tindol

Account Manager – Lead

### **Legal Proceedings/Lawsuits/Financial Statements**

Kinetic Industry has no current or previous legal proceedings. Also, If selected by Offeror, audited financial statements by a CPA will not be provided due to the cost and time associated with receiving a certified audit. These audits can cost upwards of \$35,000 to \$50,000 and take several weeks, potentially months, to produce. If selected by Offeror, Kinetic Energy Services can provide internal financial statement, profit & loss, balance sheet, vendor references, banking references, or any other relevant documents needed to prove financial solvency."

**Hydrovac Division:** At any given time, Kinetic has 17 or more full-size Hydrovac Trucks in the state of Colorado. Our trucks are all 2017 models or newer. We take tremendous pride in our equipment. Our trucks have a vacuum blower system capacity of 6250 cfm and 27” Hg max, and along with our 3560 high pressure water pump boasting a system capacity of 20 gpm and 3000 psi we have the ability to vacuum up some of the thickest sludge, and efficiently dig to depths of 30’ or more in most soil conditions if needed.



**Hydrovac Truck Features and Benefits:**

**Kaiser Premier CV100T Series**

1600 Gal. Water Tank Capacity • 13 Cubic Yard Debris Tank Capacity • Sloped Floor Offloading System with Centrifugal Pump Spray Bar • Namco Transfer Case • 70” ITB Insulated, Heated and Lighted Van Body with Freezer Hardware • 3560 Cat Pump @ 20GPM • Robuschi RBDV125 Blower • 27’ Extendable Rear Mount Boom • Sauer DanFoss Hydraulic Pumps/Motors • 700,000 BTU Dynablast Burner • Cold Weather Package: Glycol, Heated Valves, Blow Out Fittings • Omnex Remote System with Manual Overrides • Hydra Tech Sludge Pump Western Star 4900SB Chassis Western Star 4900SB Chassis • Detroit DD15TC Engine 505HP 1650TQ (Includes 2-year Virtual Technician Subscription) • 1,750 square inch Copper/Brass Radiator • Eaton Fuller 18-Speed Manual Transmission • 20k Steer Axle, 13k Liftable and Steerable Pusher, 69k Tri-Drive Rear • 69k Airliner Rear Suspension • Full Locking Differential: All Rear Drives • 308” Wheelbase.



## PROFILE

K.C. joined Kinetic Energy Services in 2018 and has taken the lead to grow the Southern Colorado (Denver, Colorado Springs, Pueblo) Area for the company's Hydrovac Division. While relatively new to the Hydrovac Industry, K.C. has 18 years' experience in the Construction Industry where he has been fortunate to gain a tremendous background in Project Management, Estimating, and Budgeting for large-scale Civil, Commercial, and Residential project types. These experiences have given K.C. a perspective to be able to sympathize to Kinetics' Customers, and better anticipate the specific needs to the overall project success.

## CONTACT

PHONE:  
970-420-1694

WEBSITE:  
[www.kineticindustry.com](http://www.kineticindustry.com)

EMAIL:  
kc.martin@kineticindustry.com



## K.C. MARTIN Area Manager

### ABOUT

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K.C.'s passions revolve around spending time with his family, which include his wife of 16 years, and three children. When he isn't with his family at various Club Swimming events, he is typically working on the latest "project" at home in Eastern Colorado.

### WORK EXPERIENCE & EDUCATION

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**Kinetic Area Manager – Kinetic Industry** - Denver, CO  
June 2018 – Present

**Light Commercial & Custom Homes (Self)** - Holyoke, CO  
January 2012 – June 2018

**Brinkman Construction - Commercial Building** – Fort Collins, CO  
January 2008 – January 2012

**Sapphire Home – Residential Construction**  
March 2004 – January 2008

**The Neenan Company – Commercial Building**  
December 2002 – February 2004

**Colorado State University; Bachelor's Degree in Construction Management, Fort Collins, CO**  
August 1999 – December 2002

### PROJECT EXPERIENCE

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**City of Denver Utilities – Brannan Construction**

**C470 Expansion – Flatiron Construction**

**I70 “Central 70” Expansion – Kiewit Construction**

**Digester / Tank Cleaning – Cities of Longmont and Boulder**

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## CJ SCHOTT

Lead Estimator

### PROFILE

CJ has over 5 years' experience in estimating and project management in the underground utilities industry. His experiences range from estimating private, one-day projects to large municipal projects worth \$1mm+. CJ uses his prior experience in underground utilities and construction to get as many details possible on each bid item to provide the most accurate and competitive bid price possible.

### CONTACT

PHONE:  
773-474-6867

WEBSITE:  
[www.kineticindustry.com](http://www.kineticindustry.com)

EMAIL:  
[cj.schott@kineticindustry.com](mailto:cj.schott@kineticindustry.com)

### ABOUT CJ

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CJ is an avid outdoorsman living in the great state of Colorado for over 6 years, dog owner, and aspiring chef. When he is not hard at work you will find CJ outside taking advantage of all Colorado has to offer or spending time with friends, his girlfriend of over 5 years, and family.

### WORK EXPERIENCE & EDUCATION

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#### **Lead Estimator – Kinetic Industry - Milliken, CO**

June 2020 – Present

Providing competitive quotes to clients based on thorough and detailed understanding of the project while communicating our core competencies and value-added benefits.

#### **Estimator/PM – Diversified Underground Inc - Denver, CO**

August 2014 – March 2018

Responsible for developing new opportunities, estimating, and managing sub-surface utility engineering projects within the civil engineering/design, heavy highway construction, and land surveying industries.

#### **University of Illinois at Chicago; Bachelor of Science in Management, Chicago, IL**

January 2000 - May 2002

### PROJECT EXPERIENCE

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**I-25/Arapahoe Road – Kraemer North America**

**Globeville Landing Outfall – Ames Construction**

**Brighton Blvd 29<sup>th</sup> to 44<sup>th</sup> Water Main – Kiewit Construction**

**North I-25 Express Lanes – Interstate Highway Construction (IHC)**

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**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-5342-24-KH “Persigo Anaerobic Digester Cleaning”**

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

**All-inclusive costs, to provide technical services for the Persigo Anaerobic Digester Cleaning project, per solicitation documents:**

1)

**Primary Digester Base Bid:**

**Lump Sum for Conical Section totaling 28,000 gallons \$ \$80,567.50**

**WRITTEN: Eighty Thousand Five Hundred Sixty Seven Dollars and Fifty Cents dollars.**

**Add alternate: additional removal cost per gallon up to 127,000 gallons \$ \$0.41 Per Gallon**

**Gallons removed per day (used to determine allowable project duration) 26,400 gallons**

**Workdays and hours (example, 7 days a week, 12-hour days) 6 days per week, 11 hours onsite per day**

2)

**Secondary Digester Base Bid:**

**Lump Sum for Conical Section totaling 42,000 gallons \$ \$112,462.50**

**WRITTEN: One Hundred Twelve Thousand Four Hundred Sixty Two and Fifty Cents dollars.**

**Add alternate: Additional removal cost per gallon up to 126,000 gallons \$ \$0.41 Per Gallon**

**Gallons removed per day (used to determine allowable project duration) 26,400 gallons**

**Workdays and hours (example, 7 days a week, 12-hour days) 6 days per week, 11 hours onsite per day**

**For example, if the Primary Digester is turned over to the contractor with 100,000 gallons left and the contractor can remove 5,000 gallons per day, they will have 20 days to complete the cleaning before liquidated damages are incurred. The contract amount for that digester will include the conical section lump sum plus the remaining price per gallon for 78,000 gallons.**

*The Owner reserves the right to accept any portion of the services to be performed at its discretion.*

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1

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

Kinetic Industry

Company Name – (Typed or Printed)

*CJ Schott*

Authorized Agent Signature

541 E Garden Drive Unit L

Address of Offeror

Windsor, CO 80550

City, State, and Zip Code

CJ Schott

Authorized Agent – (Typed or Printed)

720-552-1221

Phone Number

[cj.schott@kineticindustry.com](mailto:cj.schott@kineticindustry.com)

E-mail Address of Agent

3/6/2024

Date



### Water Treatment Plant Reference List

**City of Longmont;** Various Digester Cleanouts / Tank Cleanings - Joe Michalski, Senior Civil Engineer, [joe.michalski@longmontcolorado.gov](mailto:joe.michalski@longmontcolorado.gov), 720-472-2031

**City of Loveland;** Digester Cleanout– Taylor Martin, Superintendent, [Taylor.Martin@cityofloveland.org](mailto:Taylor.Martin@cityofloveland.org) , 970-776-6333

**Town of Telluride;** Oxidizer Ditch Cleanout – Kyle Beck, P.E., CPM, [kbeck@telluride-co.gov](mailto:kbeck@telluride-co.gov), 970-728-3077

**City of Fort Collins;** DWRP Mag Prex Cleanout / Struvite Reactor Wash and Cleanout / Various Digester Cleanouts – Bounkheanna Chuun, P.E., Plant Engineer, [bchhun@fcgov.com](mailto:bchhun@fcgov.com), 952-818-7490

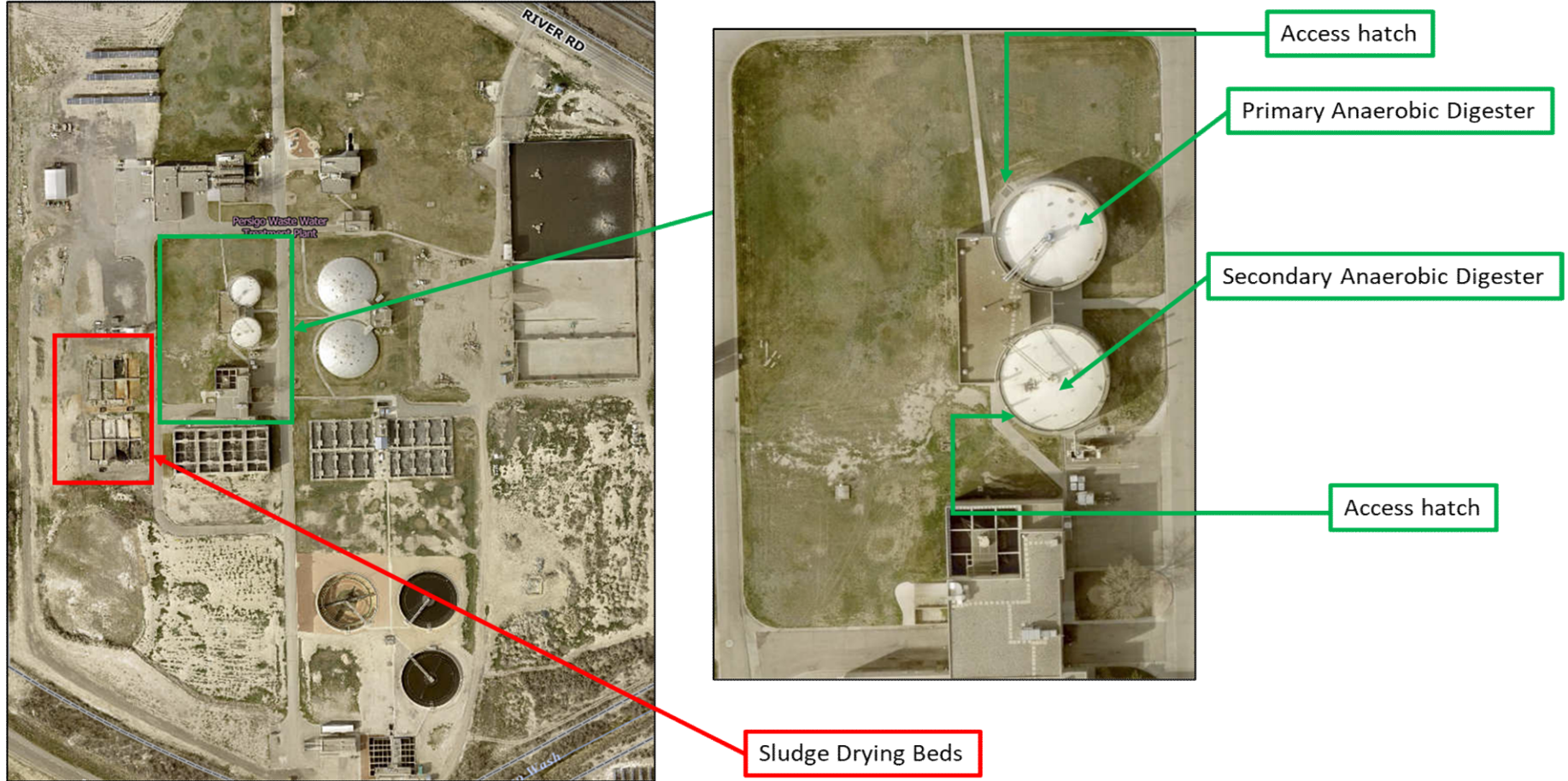
**Metro Water Recover (City of Denver);** Struvite Reactor Cleanout – Jeff Scheble, Facilities Maintenance Manager, [jscheble@metrowaterrecovery.com](mailto:jscheble@metrowaterrecovery.com), 720-840-3271

**PCL Construction;** Metro Water Recovery; Struvite Reactor cleaning for inspection – Benny Simmons, ENV SP, Superintendent, [bsimmons@pcl.com](mailto:bsimmons@pcl.com), 480-797-6575



# Attachment 1: Anaerobic Digester Drawings

## Persigo Wastewater Treatment Plant



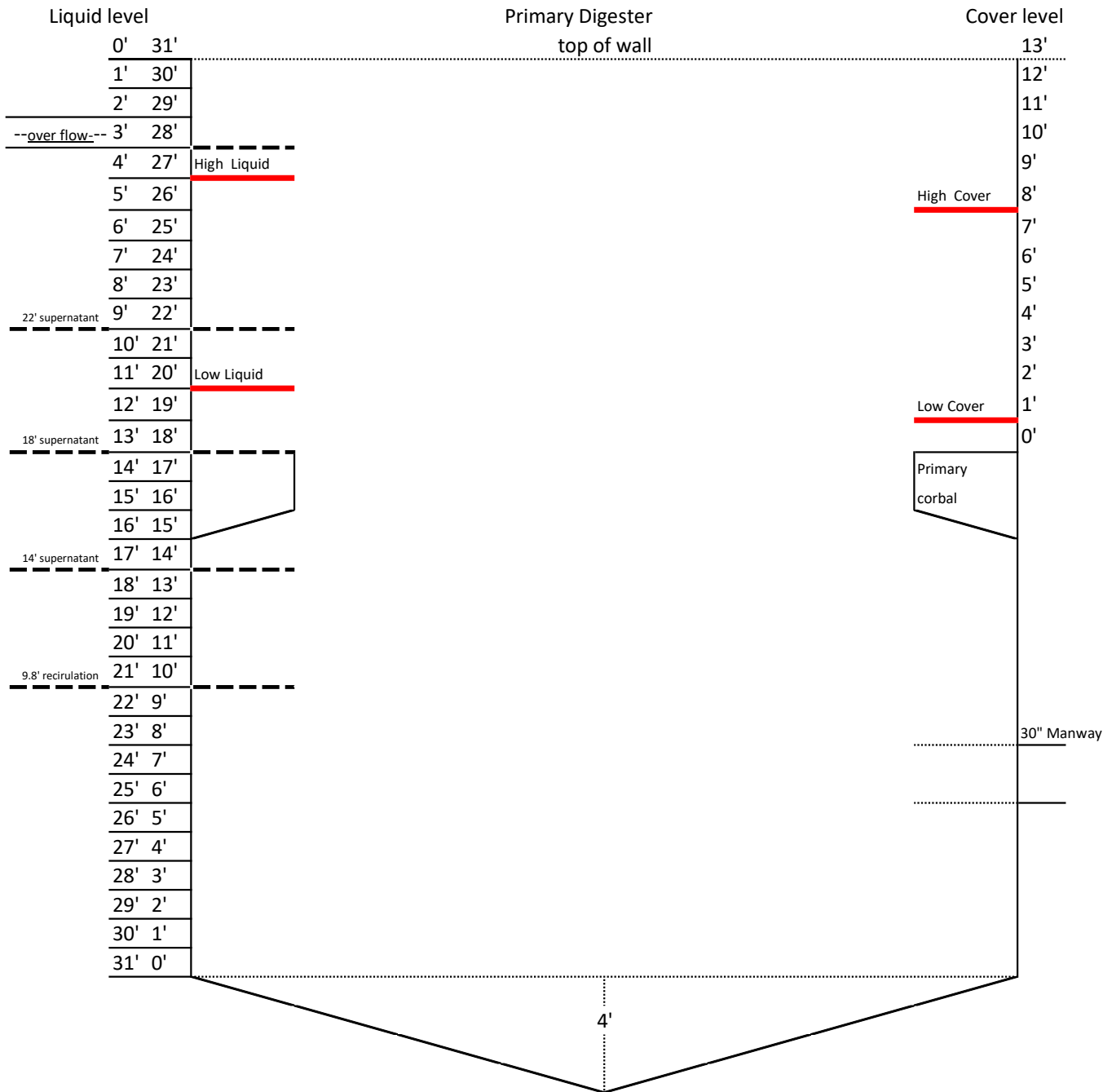
2145 River Rd, Grand Junction, CO 81505

## Attachment 1: Anaerobic Digester Drawings



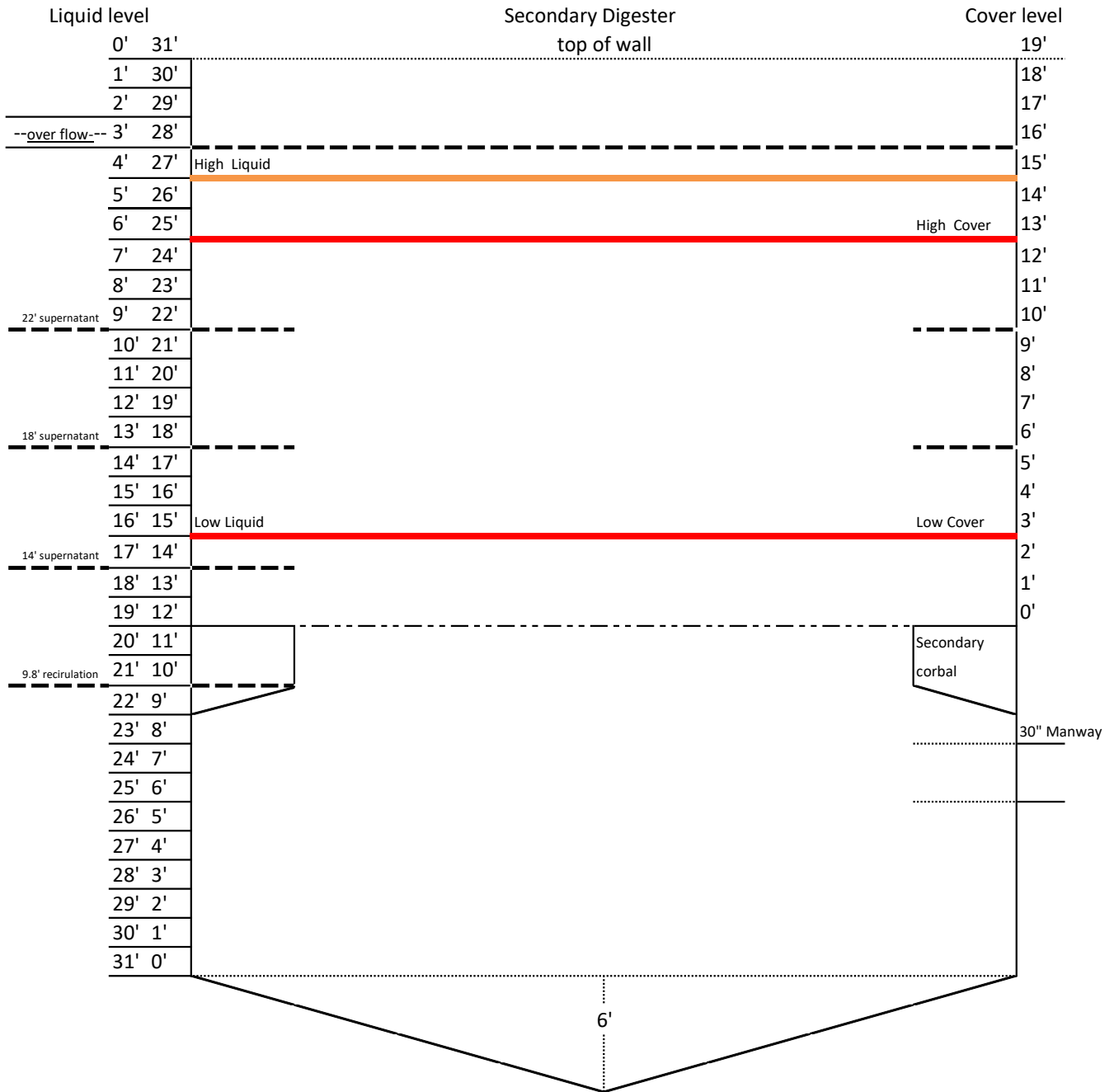
**Picture shows Primary Anaerobic Digester 30" Manway cover. Secondary Anaerobic Digester Manway is nearly identical.**

# Attachment 1: Anaerobic Digester Drawings



High liquid level alarm	27.0'
Low liquid level alarm	20.0'
High cover level alarm	8.0'
Low cover level alarm	1.5'

# Attachment 1: Anaerobic Digester Drawings



High liquid level alarm	27.0'
Low liquid level alarm	15.0'
High cover level alarm	13.0'
Low cover level alarm	3.0'



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** April 17, 2024  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Kirsten Armbruster, Project Engineer

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### Information

#### **SUBJECT:**

Community Recreation Center Architect/Engineer Services - Additional Scope Change Order #1

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to approve a change order amending the contract with Barker Rinker Seacat of Denver, CO for the new Community Recreation Center Project in the amount of \$398,591.00.

#### **EXECUTIVE SUMMARY:**

During the schematic design phase of the new Grand Junction Community Recreation Center (CRC), several additional scope items were identified as being necessary to maximize the success of the project. This total includes additional services to move the building location on the site due to soil issues, designing additional elements such as the therapy space, and deductions from the original contract that were not utilized. The proposed net increase to the contract is \$398,591.

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

Through geotechnical testing, shallow bedrock was discovered at the original building site location selected in the feasibility study. The construction manager, FCI Constructors, noted substantial savings in excavation and foundation costs if the building moved away from the shallow bedrock at the original site. The design team developed several options to determine the optimal relocation site for the building. The new location was determined by analyzing bedrock depths from current and previous geotechnical reports that allowed a trend in bedrock slope to be identified. Design fees associated with this scope revision involve additional site plan options and a restart of the site design process after the new building location was determined.

This relocation of the building within the Matchett Park site also requires the building to be mirrored to place the pools and natatorium area in the location of deepest bedrock, while still maintaining a west-facing entry. The fee for this task includes time for the architect and structural engineer to mirror and reset the BIM (CAD) model for the new orientation.

Additional requested tasks include a new irrigation pond and associated infrastructure for site irrigation, the design of the therapy partner space not part of the original building program, the increase in building square footage from 83,000 SF to 104,000 SF, redesign/expansion of the aquatics scope as requested by the City, extended construction duration from 18 months to 22 months, an early site bid package to allow FCI to start work on grading and foundation, and additional site survey for the revised building location.

This Change Order #1 also removes \$91,000 of budget scope for items that will not be used, such as Construction Manager/General Contractor (CM/GC) Request for Proposals (RFP) reviews.

**FISCAL IMPACT:**

The funds for this \$398,591 change order are included in the Community Recreation Center Project Budget.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to amend the existing contract with Barker Rinker Seacat of Denver, CO, for the GJ Community Recreation Center at Matchett Park Project in the amount of \$398,591.

**Attachments**

- 1. ASP 1 - GJCRC - Multiple Scope Revisions - 2024.03.22 v2



**ADDITIONAL SERVICES PROPOSAL (ASP)**

Project Number: 2023.024  
 ASP# 1  
 ASP Date: 03.22.24

Project Name: Grand Junction Community Recreation Center  
 TO: Ken Sherbenou  
 CC: Craig Bouck

**AGREEMENT TERMS**

In reference to the original agreement between the **City of Grand Junction, CO** and BRS Architecture dated **May 26, 2022**  
 The fees for the scope of services outlined below will be billed as **Lump Sum**

**DESCRIPTION:**

All A/E services required to complete this ASP shall be Additional Services in accordance with the Owner/Architect Agreement, and are summarized as follows:

**Scope of Services:**

Provide services associated with the below-referenced Project scope revisions:

- Building relocation on site
- Mirroring of Floor Plan
- Addition of Irrigation Pond
- Therapy Partner Space Design
- Building Square Footage Increase
- Aquatics Program Expansion
- Extended Construction Time Frame
- Early Site Bid Package
- Additional Site Survey

Detailed scope descriptions and fees for each scope are provided as separate attachments A and B.

Delete all or partial services from original contracted scope that are no longer needed for the project:

- CMGC RFP & Submission Review
- CMGC on-Site Interview
- Geothermal Design
- Geothermal Conductivity Testing

A marked-up version of the Detailed Fee Breakdown from the original contract is provided as a separate attachment C.

	FEE	NOTES
Barker Rinker Seacat Architecture	\$101,200	
Austin Civil Group	\$45,007	
DHM Design - Landscape	\$40,370	
JVA – Structural	\$57,800	
The Ballard Group - Mechanical	\$57,964	
Reese Hackman – Electrical / Low Voltage	\$43,050	
Water Technology – Aquatics	\$125,200	
Group 14 – Energy	\$7,000	
Kaart Surveying	\$12,000	
Deleted Additional Requested Services	\$91,000	From Original Contract
<b>TOTAL</b>	<b>\$398,591</b>	

**ISSUED BY:**

Barker Rinker Seacat Architecture

Craig Bouck

Print Name

03.22.2024

Date

**AUTHORIZED BY:**

By signing below, I authorize the Additional Services as described herein and affirm that I am authorized to enter into this agreement.

Signature

Print Name

Date

**Attachment A**  
**GJCRC - Project Scope Revisions**  
**Additional Services Proposal # 1 - Fee Summary**

March 22, 2024

<b>1.1 Building Relocation</b>		
BRS Architecture	\$10,000	
Austin Civil Group	\$12,707	
DHM Design	\$35,370	
<b>Sub Total</b>		<b>\$58,077</b>
<b>1.2 Building Mirroring</b>		
BRS Architecture	\$10,000	
JVA Structural	\$6,834	
<b>Sub Total</b>		<b>\$16,834</b>
<b>1.3 Irrigation Pond</b>		
Austin Civil Group	\$24,300	
DHM Design	\$5,000	
BRS Architecture	\$2,500	
<b>Sub Total</b>		<b>\$31,800</b>
<b>1.4 Therapy Partner Design / Presentation Materials</b>		
BRS Architecture	\$20,000	
The Ballard Group	\$1,500	
Reese Hackman	\$1,000	
<b>Sub Total</b>		<b>\$22,500</b>
<b>1.5 Building Square Footage Increase</b>		
BRS Architecture	\$45,000	
JVA Structural	\$50,966	
The Ballard Group	\$56,464	
Reese Hackman	\$42,050	
Group 14	\$7,000	
<b>Sub Total</b>		<b>\$201,480</b>
<b>1.6 Redesign / Expansion of Aquatics Program</b>		
BRS Architecture	\$5,000	
Water Technology	\$125,200	
<b>Sub Total</b>		<b>\$130,200</b>
<b>1.7 Extended Construction Duration</b>		
BRS Architecture	\$5,000	
<b>Sub Total</b>		<b>\$5,000</b>
<b>1.8 Early Site Bid Package</b>		
BRS Architecture	\$2,500	
Austin Civil Group	\$8,000	
<b>Sub Total</b>		<b>\$10,500</b>
<b>1.9 Additional Site Survey based on New Building Location</b>		
BRS Architecture	\$1,200	
Kaart Surveying	\$12,000	
<b>Sub Total</b>		<b>\$13,200</b>
<b>Total Additional Services Fees</b>		<b>\$489,591</b>



**1.1 Building Relocation**

Through geotechnical testing, shallow bedrock was discovered at the original building site location, selected in the feasibility study. The construction partner, FCI Constructors, noted substantial savings in excavation and foundation costs if the building moved away from the original site. The design team developed several options to determine the optimal relocation site for the building. The new location was determined by analyzing bedrock depths from current and previous geotechnical reports that allowed a trend in bedrock slope to be identified. In addition, FCI performed a potholing exercise in the new location to confirm assumptions. A new geotechnical report confirmed deeper bedrock in the new location. Design fees associated with this scope revision involve additional site plan options and a restart of the site design process once a new building location is determined.

**1.2 Building Mirroring**

To take full advantage of the sloping bedrock at the new building location, the deepest excavations needed for the building in the natatorium area need to be located on the north end of the building. The building needed to be mirrored to achieve this and still provide a west-facing entry. The floor plan configuration remained the same. The fee for this area includes time by the architect and structural engineer to mirror and reset the BIM (CAD) model for the new orientation.

**1.3 Irrigation Pond**

The city notified the design team that the irrigation water would come from the on-site irrigation ditch. An irrigation pond, pump house, settlement basin, and routing from irrigation ditch to the settlement basin is needed to achieve this. This scope was not part of the design team's initial proposal. Services are provided by architect, civil engineer, and landscape architect.

**1.4 Therapy Partner Design**

This scope is for design services for additional tenant finish design for Therapy Partner Space that was not part of the original building program. The scope includes design meetings, coordination with the Therapy Partner client and construction team, and integration into the overall facility systems. Services include architectural / interiors, mechanical and electrical engineering.

**1.5 Building Square Footage Increase**

According to the feasibility report, the original building's square footage for the recreation center was 83,000 square feet. Through the program confirmation portion of the schematic design phase, the city staff determined that additional spaces were necessary to provide optimal service to the public. Some of these spaces included the increased size of the community rooms to make it a desirable sized rental space for community events, an additional group fitness room, enhanced aquatic programming, enhanced active community circulation space, and the Therapy Partner space. Extra square footage requires additional work from the entire design team except for the site disciplines. The Aquatics scope is covered as a separate scope item.

**1.6 Redesign/Expansion of Aquatics Program**

The feasibility report's original pool design included four pools with two water slides. During the program confirmation portion of the schematic design phase, city-input determined that the base program would provide five separate pools, with an outdoor spa planned as an alternate bid or a future phase construction project. Part of this scope was to separate the zero-depth kids' pool from the main pool for sanitation control. This scope revision also includes expanding the lap pool from 4 to 6 lanes. The pool design effort now includes six total pools. In addition, a rock climbing/platform jump element was included to provide another unique program amenity within the natatorium. Design fees cover the aquatic design scope noted above and associated architectural coordination.

**1.7 Extended Construction Duration**

The original construction time frame noted on the design team's proposal is 18 months. FCI has indicated that the construction time frame will be 22 months. Part of the time extension is due to the time needed to construct a larger building. While some consultants can spread out their scope of work, BRS Architecture will be involved in additional Owner / Architect / Contractor meetings during the construction phase. This fee covers the extra time needed to service the construction phase for 22 months.

**1.8 Early Site Bid Package**

An early site design package is anticipated to allow for grading and site utility work to begin before the rest of the drawing package is completed to expedite the start of construction. This fee is for the site package only. If the Construction and Owner team determines that additional consultant packages are needed, those packages may require another additional service to cover those efforts.

**1.9 Additional Site Survey**

Surveying of the site was provided for the original building site location. When the building shifted to a new location within Matchett Park, additional survey information was needed that wasn't part of the original area surveyed. This proposal includes a survey of the remaining unsurveyed portions of Matchett Park. The final result will provide a survey of the entire park.

Attachment C

DETAILED FEE BREAKDOWN

Construction Budget		
Construction Cost	\$ 60,200,000	Includes Owner budgets for the following: Building and Site Construction and Contingencies

Design Fee Allocation				Breakdown by Phase					
Basic Design Services	Total	%*		P/C cost	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record	\$ 1,591,936	3.65%			\$283,083	\$578,100	\$598,034	\$39,869	\$92,850
Associate Architect	\$ 608,268				\$28,386	\$58,799	\$60,827	\$4,055	\$456,201
Civil Engineer	\$ 112,680				\$16,902	\$45,072	\$28,170	\$5,634	\$16,902
Landscape Design	\$ 161,670				\$40,418	\$51,735	\$43,650	\$0	\$25,867
Structural Engineer	\$ 264,600				\$31,752	\$63,504	\$97,902	\$5,292	\$66,150
Mechanical & Plumbing	\$ 364,140				\$54,621	\$109,242	\$145,656	\$7,283	\$47,338
Electrical Engineer	\$ 112,500				\$16,875	\$33,750	\$33,750	\$5,625	\$22,500
Aquatics	\$ 269,700				\$40,455	\$91,698	\$99,789	\$2,697	\$35,061
Specifications	\$ 13,500				\$ -	\$7,155	\$6,345	\$ -	\$ -
	\$ 1,298,790				\$201,023	\$ 402,156	\$ 455,262	\$ 26,531	\$ 213,818
<b>Additional Requested Services</b>									
<b>Architect</b>									
Record Documents	\$ 5,000				\$ -	\$ -	\$ -	\$ -	\$ 5,000
CMGC RFP & Submission Rev	\$ 4,860				\$ 4,860	\$ -	\$ -	\$ -	\$ -
CMGC On-Site Interview (2 days)	\$ 6,840				\$ 6,840	\$ -	\$ -	\$ -	\$ -
<b>Civil Engineer</b>									
Record Documents	\$ 5,400				\$ -	\$ -	\$ -	\$ -	\$ 5,400
<b>Landscape Design</b>									
Record Documents	\$ 2,300				\$ -	\$ -	\$ -	\$ -	\$ 2,300
<b>Structural Engineer</b>									
Record Documents	\$ 3,600				\$ -	\$ -	\$ -	\$ -	\$ 3,600
<b>Mechanical &amp; Plumbing</b>									
Record Documents	\$ 4,284				\$ -	\$ -	\$ -	\$ -	\$ 4,284
Geothermal Design	\$ 39,685				\$9,921	\$11,905	\$11,905	\$794	\$5,160
Geothermal Conductivity Testing	\$ 40,000				\$40,000	\$0	\$0	\$0	\$0
<b>Electrical Engineer</b>									
Access Control System	\$ 8,100				\$1,134	\$2,349	\$2,430	\$162	\$2,025
Surveillance/CCTV	\$ 8,100				\$1,134	\$2,349	\$2,430	\$162	\$2,025
Structured Cabling	\$ 3,600				\$504	\$1,044	\$1,080	\$72	\$900
Record Documents	\$ 2,250								\$2,250
WiFi System Design	\$ 9,000				\$1,260	\$2,610	\$2,700	\$180	\$2,250
Intrusion Detection	\$ 2,700				\$378	\$783	\$810	\$54	\$675
Paging / Background Music	\$ 8,100				\$1,134	\$2,349	\$2,430	\$162	\$2,025
Audio Visual System Design	\$ 18,900				\$2,646	\$5,481	\$5,670	\$378	\$4,725
Telecom Infrastructure	\$ 13,500				\$1,890	\$3,915	\$4,050	\$270	\$3,375
<b>Aquatics</b>									
Record Documents	\$ 5,500				\$ -	\$ -	\$ -	\$ -	\$ 5,500
<b>Interiors</b>									
Interior Design	\$ 99,351				\$ -	\$13,909	\$28,812	\$29,805	\$1,987
Furniture	\$ 48,555				\$ -	\$6,798	\$14,080	\$14,567	\$971
Signage / Wayfinding	\$ 19,422				\$ -	\$2,719	\$5,632	\$5,827	\$388
<b>Sustainability</b>									
Sustainability Consulting	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -
Energy Modeling	\$ 8,325				\$1,332	\$2,248	\$4,745	\$ -	\$ -
Fundamental Commissioning	\$ 40,770						\$1,223		\$39,547
<b>Cost Estimating</b>									
Conceptual, 90% DD	\$ 20,000				\$5,600	\$14,400	\$ -	\$ -	\$ -
<b>Surveying</b>									
Rec Center Survey Scope	\$ 16,200				\$ 16,200	\$ -	\$ -	\$ -	\$ -
	\$ 444,342				\$ 118,259	\$ 97,957	\$ 89,672	\$ 5,580	\$ 132,874

<b>Total Fees</b>	\$ 3,943,336	* % of Const Cost	6.55%	\$ 630,751	\$ 1,137,012	\$ 1,203,795	\$ 76,035	\$ 895,743
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Reimbursable Expense Budget		Breakdown by Phase					
Budgeted Expenses	\$ 105,782	P/C cost	SD cost	DD cost	CD cost	BN cost	CA cost
Additional Insurance Premium	\$ 45,045	\$ 14,576	\$ 21,581	\$ 22,181	\$ -	\$ -	\$ 47,444
<b>Total Budgeted Expenses</b>	<b>\$ 150,827</b>						

\$91,000 Total unused to be reallocated in ASP 1  
This revised total is \$353,342  
\$3,852,336 Revised total fees from original contract. 6.39% of original construction budget



## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** April 17, 2024  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

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#### Information

##### **SUBJECT:**

Authorize Design-Build Contract to Construct the Hawthorne Bike Park

##### **RECOMMENDATION:**

Authorize the City Purchasing Division to enter into a contract with Artisan Skateparks for Design-Build services for construction of the Hawthorne Park Improvements.

##### **EXECUTIVE SUMMARY:**

The City Purchasing Division has completed the selection process for Design-Build (D/B) services and has selected Artisan Skateparks for this project. If approved, Artisan and their team of sub-consultants will work with the City project team to design and construct this new bike park. As part of their proposal, Artisan has developed a negotiated Not to Exceed price to be considered as part of this contract authorization.

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

City Council, as a part of the 2024 budget, approved the budget for a design-build contract for Hawthorne Park Improvements project for \$340,000. The City of Grand Junction issued a Request for Proposals (RFP) for a design-build to design and construct a modern bike park. Artisan Skate Parks, who partnered with Pillar Design Studios as the designer and Pumptrax USA as the specialty pump track builder, is the preferred and recommended vendor to complete the design-build of the new bike park.

The project will finalize the design of the bike park, which began in 2023, and build the bike park at Hawthorne Park in 2024. The City of Grand Junction engaged with Team Pain in 2023, the design team, to create 30 percent of design drawings and cost estimates. These design drawings will be the basis for the final design and construction of the new bike park at Hawthorne Park. During this design process planned for this spring and early summer, the community will be actively engaged in meeting with City staff and Artisan Skateparks. Artisan Skateparks is a nationally recognized bike park

design-build firm with more than 25 years of experience. The company has designed and constructed more than 350 bike and skate parks worldwide.

Hawthorne Park is a historic 2.7-acre urban park (400 Gunnison Avenue) within the City of Grand Junction that currently has a small restroom, two picnic shelters, a playground, and a mature tree canopy. Although nestled in a neighborhood with homes surrounding the park, use and activation are below potential. This park is positioned to add significant value to the local neighborhood, with a destination amenity primarily for cyclists but also all other wheeled sports, including skateboarding, rollerblading, scootering, and rollerskating. There are many mature, legacy trees in this park that contribute significantly to the urban canopy. In fact, Hawthorne has the healthiest tree canopy of any of the four original historic parks. These trees will be preserved because they present an opportunity to enhance the bike park experience with pump park elements under the shade of the existing tree canopy.

A formal Request for Proposal was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Associated, and advertised in the Daily Sentinel. Two proposals were received from the following firms:

<b>Firm</b>	<b>Location</b>
Artisan Skateparks w/ Pillar Design Studios and Pumptrax USA	Chandler, AZ
North Peak Construction	Grand Junction, CO

After initial evaluation of the two proposals, Artisan Skateparks was selected to move into the interview process. Based upon the interview held, the selection committee, comprised of parks and recreation staff, engineering staff, and purchasing staff, made the decision to enter into negotiations with Artisan. Through negotiations, the cost of the project was reduced by \$30,000, and the not-to-exceed price also now includes an allowance of \$30,000 for irrigation design and installation as well as a contingency of \$15,000. This negotiation included deductions to pay for other project costs, including geotech, construction testing, permitting, and signage, all of which are outside the scope of this contract with Artisan. The final negotiated not-to-exceed price with Artisan SkateParks is \$310,000. This contract includes the design and building of a modern bike park.

If approved by City Council, the project is scheduled to be completed by the end of 2024.

Per Section 1.1.3 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

**FISCAL IMPACT:**

The cost for this contract is included in the 2024 Adopted Budget.

**SUGGESTED MOTION:**

I move to (authorize/ not authorize) the Purchasing Division to enter into a contract with Artisan Skate Parks for a not-to-exceed price of \$310,000 to provide design-build services for the Hawthorne Bike Park 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 #5.a.**

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**Meeting Date:** April 17, 2024  
**Presented By:** John Shaver, City Attorney, Shelley Caskey, Human Resources Director  
**Department:** City Attorney  
**Submitted By:** John Shaver

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**Information**

**SUBJECT:**

A Resolution Appointing Andrea Phillips as Interim City Manager and Ratifying the April 3, 2024, Contract Terms

**RECOMMENDATION:**

Approve and adopt Resolution \_\_\_\_, a resolution appointing Andrea Phillips as Interim City Manager and ratifying contract terms.

**EXECUTIVE SUMMARY:**

With this resolution, the City Council affirms that Andrea Phillips possesses the requisite experience and is hereby confirmed, selected, and appointed as Interim City Manager in accordance with the attached employment agreement (Agreement). By and with this Resolution, the City Council ratifies the Agreement as the action of the City Council as was discussed and considered at the regular City Council meeting of April 3, 2024.

**BACKGROUND OR DETAILED INFORMATION:**

Pursuant to §56 of the Grand Junction City Charter, the City Council shall appoint a City Manager, who shall be the Chief Executive Officer of the City. The City Manager shall have demonstrated that she possesses experience in city management as required by the Charter. With this resolution, the City Council affirms that Andrea Phillips possesses the requisite experience and is hereby confirmed, selected, and appointed as Interim City Manager in accordance with the attached employment agreement (Agreement). By and with this Resolution, the City Council ratifies the Agreement as the action of the City Council as was discussed and considered at the regular City Council meeting of April 3, 2024.

Mrs. Phillips most recently served as the Town Manager of Pagosa Springs, Colorado. She has also served as Town Manager in Mancos, Colorado. Mrs. Phillips has a background and experience with municipal finance and management from her service to the City of Columbus, Ohio.

Mrs. Phillips is an International City and County Management (ICMA) credentialed manager and a Colorado Certified Public Manager through the University of Colorado Denver School of Public Affairs. Mrs. Phillips holds a dual Master's degree in Public Policy and Management and City and Regional Planning from Ohio State University and a Bachelor's degree in Political Science from the University of Colorado, Boulder.

Mrs. Phillips has experience in local government management and possesses a depth and breadth of beneficial experience and training; accordingly, the City Council does, by and with the adoption of the Resolution, appoint her, in accordance with the Resolution and employment agreement, to serve the City of Grand Junction as its Interim City Manager.

**FISCAL IMPACT:**

The salary to be paid is within the existing appropriated authority for the City Manager position in the 2024 Adopted Budget.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 25-24, a resolution appointing Andrea Phillips as Interim City Manager and ratifying contract terms.

**Attachments**

1. Resolution Appointing Andrea Phillips as Interim City Manager



RESOLUTION NO. \_\_-24

A RESOLUTION APPOINTING ANDREA PHILLIPS AS INTERIM CITY MANAGER

RECITALS:

Pursuant to §56 of the Grand Junction City Charter, the City Council shall appoint a City Manager, who shall be the Chief Executive Officer of the City. The City Manager shall have demonstrated that she possesses experience in city management as required by the Charter. With this resolution the City Council affirms that Andrea Phillips possesses the requisite experience and is hereby confirmed, selected, and appointed as Interim City Manager in accordance with the attached employment agreement (Agreement). By and with this Resolution the City Council ratifies the Agreement as the action of the City Council as was discussed and considered at the regular City Council meeting of April 3, 2024.

Mrs. Phillips most recently served as the Town Manager of Pagosa Springs, Colorado. She has also served as Town Manager in Mancos, Colorado. Mrs. Phillips has background and experience with municipal finance and management from her service to the City of Columbus, Ohio.

Mrs. Phillips is an International City and County Management (ICMA) credentialed manager and a Colorado Certified Public Manager through the University of Colorado Denver School of Public Affairs. Mrs. Phillips holds dual Masters degrees in Public Policy and Management and City and Regional Planning from The Ohio State University and a Bachelor of Arts degree in Political Science from the University of Colorado Boulder.

Mrs. Phillips has experience in local government management and possesses a depth and breadth of beneficial experience and training and accordingly the City Council is confident that she will serve the City of Grand Junction well as its Interim City Manager.

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

Andrea Phillips is appointed as Interim City Manager for the City of Grand Junction, Colorado conditioned upon her full and faithful execution of the duties and responsibilities of the position, her oath to perform the same, and as provided in the employment

agreement, and as otherwise may be required, inferred, or implied by law and/or ethical practices and principles. The employment agreement and Mrs. Phillips' appointment thereby to the position of Interim City Manager thereunder are ratified, approved, and confirmed by and with the passage and adoption of this Resolution.

Done, passed and adopted this 17<sup>th</sup> day of April 2024.

GRAND JUNCTION CITY COUNCIL

by: \_\_\_\_\_

Anna M. Stout

President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips

City Clerk

**INTERIM CITY MANAGER EMPLOYMENT AGREEMENT  
CITY OF GRAND JUNCTION, COLORADO**

**Recitals:**

This agreement (Agreement) as follows is made and entered into this 5<sup>th</sup> day of April 2024, by and between the City of Grand Junction, a Colorado Home Rule municipal corporation, (hereinafter called "Employer") and Andrea Phillips, (hereinafter called "Interim") a person who has the education, training, and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics. Collectively the Interim and the Employer may be referred to as "Parties" or "the Parties."

**Section 1: Term**

The Agreement shall remain in full force in effect from April 8, 2024, until terminated by the Employer or Interim as provided in Section 9 or 10 hereof.

**Section 2: Duties and Authority**

Employer agrees to employ Andrea Phillips as Interim City Manager to perform the functions and duties specified in the Charter and Code of Ordinances for the City of Grand Junction, and to perform other legally permissible and proper duties and functions.

**Section 3: Compensation**

- A. In consideration of the service to be rendered by Interim, Employer agrees to pay Interim a monthly salary of \$18,333.33 and prorated for any period of less than one month ("Compensation") to compensate her for her service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado.
  
- B. The Compensation shall be paid bi-weekly in accordance with the Employer's customary payroll practices and deductions as established by the Interim's W4.

**Section 4: Health, Dental, Disability and Vision Insurance Benefits**

- A. The Employer agrees, if the Interim elects coverage, to provide and to pay 78% of the premiums for comprehensive medical and dental insurance for the Interim and 0 dependents in accordance with that which is provided to other City employees.
  
- B. The Employer agrees to provide and to pay 100% of the premiums for short term and long-term disability coverage for the Interim in accordance with that which is provided to other City employees.
  
- C. The Interim may enroll at her sole cost and expense in other Employer sponsored insurance programs.

## **Section 5: Leave**

- A. The Interim shall be credited with 40 hours of paid time off (PTO). The Interim's accruals, from the effective date of the Agreement, shall thereafter be in accordance with the City Personnel Policy in effect as of the date of this Agreement.
  
- B. The Interim is entitled to accrue unused leave and in the event the Interim's employment is terminated, either voluntarily or involuntarily, the Interim will be compensated for accrued and unused leave time at a one for one rate.

## **Section 6: Monthly Auto Allowance**

- A. The Employer agrees to pay to the Interim, during the term of this Agreement and in addition to the Compensation and benefits herein provided, the sum of \$100.00 per month for use of her personal vehicle for City business purposes. The auto allowance shall be in lieu of payment for mileage.
  
- B. The Interim shall be responsible for paying for liability, property damage and comprehensive insurance coverage and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, and repair of her vehicle as the same may be applicable to usage for City business purposes.

## **Section 7: Retirement**

- A. The Employer agrees to enroll the Interim into the Mission Square Executive retirement plan and to contribute 9% of the Interim's base salary to the Interim's 401(a) plan account.
  
- B. The Interim may enroll and contribute to the 457 deferred compensation plan. If the Interim contributes no less than 2% of the Interim's base salary the Employer will contribute 1% in accordance with its customary practice for other employees.
  
- C. The Employer's contribution to the Mission Square Executive retirement plan is in addition to the Employers payment of Social Security/FICA for the Interim.

## **Section 8: General Expenses**

- A. Employer agrees to budget and to pay for professional dues and subscriptions of the Interim necessary for continuation and full participation in national and state associations and organizations necessary and desirable for the Interim's continued professional participation, growth, and advancement, and for the good of the Employer.

- B. Employer agrees to budget and to pay for travel and subsistence expenses of Interim for professional and official travel, meetings, and occasions to adequately continue the professional development of Interim and to pursue necessary official functions for Employer, including but not limited to, the Colorado Municipal League and such other national city management association(s) in which Interim serves as a member.
- C. The Employer shall provide Interim with a computer, software, and cell phone for her use for City business purposes.

### **Section 9: Termination**

**For the purpose of this Agreement, termination shall occur when or if:**

- A. The majority of the governing body votes to terminate the Interim at a duly noticed public meeting. Such termination shall require no less than 30 days advance notice to Interim.
- B. The voters act to amend any provision(s) of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Interim's position that substantially changes the form of government, the Interim shall have the right to declare that such amendments constitute termination.
- C. The Employer reduces the Compensation or any other benefit of the Interim, unless the change or reduction is applied in no greater percentage than the average reduction of all department heads. If Compensation is reduced otherwise such action shall constitute a breach of this Agreement and will be regarded as a termination.
- D. A breach of contract occurs, declared by either party and the breach is not cured within a 30-day cure period for either Interim or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 15.

### **Section 10: Resignation**

If the Interim voluntarily resigns her position with the Employer, the Interim shall provide a minimum of 30 days' notice unless the Interim and the Employer agree otherwise.

### **Section 11: Hours of Work**

It is recognized that the Interim must devote a great deal of time to her work outside the Employer's normal business hours and to that end Interim shall be allowed to establish her own appropriate work schedule; however, the Interim will regularly work at least 40 hours per week.

### **Section 12: Indemnification**

- A. The Employer shall defend, hold harmless and indemnify Interim against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

performance of Interim's duties as Interim City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct as defined by Colorado law.

- B. The Interim may request, and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval of legal representation. Legal representation provided by Employer for Interim, shall extend until a final determination of the legal action including any appeal(s). Except in the event of willful and/or wanton conduct the Employer shall indemnify Interim against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Interim in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties arising out of or under her employment as Interim City Manager. Any settlement of any claim must be made with prior approval of the Employer for indemnification, as provided in this Section, to be available.

C. Interim recognizes that Employer shall have the right to compromise and unless the Interim is a party to the suit which Interim shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Interim. Further, Employer agrees to pay all reasonable litigation expenses of Interim throughout the pendency of any litigation to which the Interim is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Interim's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Interim reasonable consulting fees and travel expenses when Interim serves as a witness, advisor, or consultant to Employer regarding pending litigation when the same is required after termination of this Agreement.

### **Section 13: Bonding**

Employer shall bear the full cost of the fidelity bond, if any, required of the Interim by the City Council in accordance with the City Charter.

### **Section 14: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Interim, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and/or ordinances of the City, or any other law.

**Section 15: Notices**

- A. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Human Resources Director with a copy to the City Attorney, 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501

INTERIM: 250 N. 5th Street, Grand Junction, CO 81501

- B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil legal practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 16: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Interim relating to the employment of the Interim by the Employer. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Interim as well as their successors in interest.
- C. Effective Date. This Agreement shall become effective April 8, 2024.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the Parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS THEREOF, the City Council of the City of Grand Junction, Colorado by and through the President of the Council and duly attested by the City Clerk, and the Interim have signed and executed this Agreement with the intention to be bound by and to its terms as ratified and approved by the City Council.

CITY OF GRAND JUNCTION, COLORADO

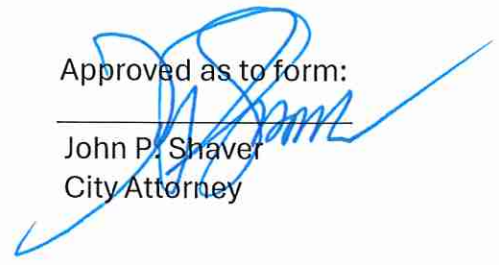
by: \_\_\_\_\_  
Anna M. Stout  
President of the City Council

Attest:

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

Approved as to form:

\_\_\_\_\_  
John P. Shaver  
City Attorney



INTERIM CITY MANAGER

  
\_\_\_\_\_  
Andrea Phillips





## Grand Junction City Council

### Regular Session

Item #5.b.

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**Meeting Date:** April 17, 2024

**Presented By:** John Shaver, City Attorney, David Thornton, Principal Planner

**Department:** City Attorney

**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

A Resolution Accepting the Instrument of Release By and Between the FAA and GJRAA and Accepting the Conveyance of 27 1/4 Right of Way by Special Warranty Deed

#### **RECOMMENDATION:**

Adopt and approve Resolution \_\_\_ accepting the instrument of release and Special Warranty Deed for the 27 1/4 Road right of way.

#### **EXECUTIVE SUMMARY:**

In order to convey the land to the City, the Airport had to make an application to the Federal Aviation Administration to release the land and authorize the transfer. That process was recently completed. Accordingly, the Airport has executed the attached Special Warranty Deed and tendered the same to the City in full and final satisfaction of the conditions created and imposed by and with Ordinance 4835.

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

With the adoption of Ordinance 4835, the City Council conditionally vacated a portion of the 27 1/4 Road right of way adjacent to Grand Junction Regional Airport Authority (Airport) property. That action provided for the relocation of a section of the road to the west of the new runway protection zone for runway 11/29. Approximately 1 mile of 27 1/4 Road was realigned by the Airport for the project; however, the vacation of the former 27 1/4 Road alignment was conditioned on the Airport transferring the land for the realigned road to the City.

In order to convey the land to the City, the Airport had to make an application to the Federal Aviation Administration to release the land and authorize the transfer. That process was recently completed. Accordingly, the Airport has executed the attached

Special Warranty Deed and tendered the same to the City in full and final satisfaction of the conditions created and imposed by and with Ordinance 4835.

The City Attorney has reviewed and approved the form of the Request for Release, the Instrument of Release, the Special Warranty Deed and the Exhibits thereto and has found the same to be sufficient to satisfy the conditions of the Ordinance. With the approval of the Resolution, the City Manager is authorized and directed to accept the Special Warranty Deed from the Grand Junction Regional Airport Authority for the conveyance of the 27 ¼ Road right of way and realignment as defined and described in the Deed and the Exhibits attached thereto, this Resolution and Ordinance 4835.

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 26-24, a resolution accepting the instrument of release and Special Warranty Deed for the 27 1/4 Road right of way.

**Attachments**

- 1. Special Warranty Deed
- 2. RES-27.25 SWD GJRAA 20240405

# SPECIAL WARRANTY DEED

This Special Warranty Deed made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **Grand Junction Regional Airport Authority, f.k.a Walker Field, Colorado, Public Airport Authority, a.k.a. Walker Field, Colorado Public Airport Authority, a.k.a Walker Field Colorado Public Airport Authority, a.k.a Walker Field Public Airport Authority, Grantor** whose mailing address is 2828 Walker Field Drive, Grand Junction, CO 81506, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee** whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever, all right, title and fee simple interest in land for Public Roadway purposes, to wit:

as described in **Exhibit A** which exhibit is attached hereto and incorporated herein by this reference. The area is comprised of 21.813 acres, more or less.

**Exhibit B** which is attached hereto and incorporated herein by this reference depicts certain land which has heretofore been used as public roadway and to the extent that the use(s) for public roadway are not historically determined/derived the Grantor does sell, grant and convey the same to Grantee for public roadway purposes.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting it will warrant and defend the title to said premises unto the said Grantee against all persons claiming under Grantor. Grantor further warrants that it has met all covenants set forth in the airport patent from the United States at Reception #2883212 and has the authority to grant such conveyance herein in accordance with the Instrument of Release recorded at Reception # \_\_\_\_\_ in the Mesa County Clerk and Recorder's records allowing Grantor to convey the land and interest in land herein described.

Executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**Grand Junction Regional Airport Authority, f.k.a Walker Field, Colorado, Public Airport Authority, a.k.a. Walker Field, Colorado Public Airport Authority, a.k.a Walker Field Colorado Public Airport Authority, a.k.a Walker Field Public Airport Authority**

\_\_\_\_\_  
Angela Padalecki as Executive Director for  
Grand Junction Regional Airport

State of Colorado )  
  )ss  
County of Mesa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2024 by Angela Padalecki, as Executive Director for Grand Junction Regional Airport.

Witness my hand and official seal.

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

## EXHIBIT A

A road right of way situated in the southeast quarter of the southwest quarter of Section 13, the northwest quarter and the southwest quarter of the southwest quarter of Section 24, the southeast quarter of the northeast quarter and the east half of the southeast quarter of Section 23, and the northwest quarter and the north half of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said right of way being more particularly described as follows:

Beginning at a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 TIN RIW 1/4 S13 • S24 2012" projecting 0.2 feet above ground for the quarter corner common to said Sections 13 and 24, whence a 2½" diameter flared end aluminum pipe with a ¾" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480 S1/16 S13 C—C 2012" projecting 0.3 feet above ground for the center-south sixteenth corner of said Section 13 bears North 00°01'33" East a distance of 1317.92 feet, with all bearings herein relative thereto;

Thence along the east line of the northeast quarter of the northwest quarter of said Section 24 South 00°11'17" East, a distance of 35.35 feet;

Thence departing said east line 381.53 feet along the arc of a 1530.00 foot radius non-tangent curve to the right, through a central angle of 14°17'15", with a chord bearing South 13°40'50" West, a distance of 380.54 feet;

Thence South 20°49'27" West tangent to said curve, a distance of 671.98 feet;

Thence 491.49 feet along the arc of a 730.00 foot radius tangent curve to the right, through a central angle of 38°34'32", with a chord bearing South 40°06'43" West, a distance of 482.26 feet;

Thence South 59°23'59" West tangent to said curve, a distance of 372.45 feet;

Thence South 30°36'01" East, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 176.56 feet;

Thence North 30°36'01" West, a distance of 130.00 feet;

Thence South 59°23'59" West, a distance of 68.20 feet;

Thence 1001.66 feet along the arc of a 1830.00 foot radius tangent curve to the right, through a central angle of 31°21'40", with a chord bearing South 75°04'49" West, a distance of 989.21 feet;

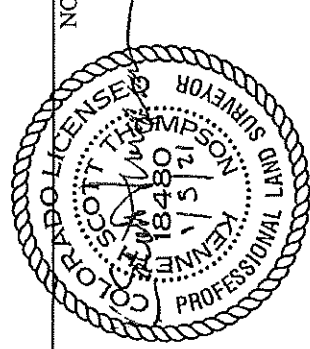
Thence radial to said curve, South 00°45'39" West, a distance of 32.33 feet;

Thence North 88°09'27" West, a distance of 72.42 feet;

Thence North 02°59'21" East, a distance of 32.37 feet; to the beginning of a 1830.00 foot radius curve concave to the north radial to said line;

Thence westerly 158.42 feet along the arc of said curve, through a central angle of 4°57'36", with a chord bearing North 84°31'51" West, a distance of 158.37 feet to a point of reverse curvature;

This description was prepared by:  
Kenneth Scott Thompson  
Colorado P.L.S. 18480  
744 Horizon Court - #110  
Grand Junction, CO 81506

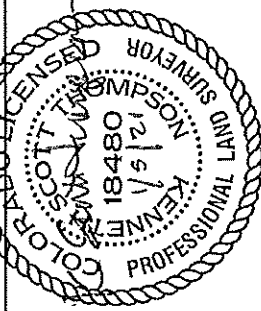


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**SHEET 2 OF 5**

Thence 460.31 feet along the arc of a 440.00 foot radius curve to the left, through a central angle of 59°56'24", with a chord bearing South 67°58'45" West, a distance of 439.60 feet;  
 Thence South 38°00'33" West tangent to said curve, a distance of 666.94 feet;  
 Thence South 53°33'07" East, a distance of 40.01 feet;  
 Thence South 38°00'33" West, a distance of 100.00 feet;  
 Thence North 53°33'07" West, a distance of 40.01 feet;  
 Thence South 38°00'33" West, a distance of 281.86 feet;  
 Thence 1871.90 feet along the arc of a 1090.00 foot radius tangent curve to the left, through a central angle of 98°23'47", with a chord bearing South 11°11'20" East, a distance of 1650.20 feet;  
 Thence South 60°23'14" East tangent to said curve, a distance of 298.33 feet;  
 Thence North 29°36'46" East, a distance of 34.87 feet;  
 Thence South 63°20'57" East, a distance of 267.30 feet;  
 Thence South 29°36'46" West, a distance of 42.68 feet;  
 Thence South 60°23'14" East, a distance of 701.67 feet;  
 Thence North 29°36'46" East, a distance of 27.62 feet;  
 Thence South 60°23'14" East, a distance of 77.05 feet;  
 Thence South 29°36'46" West, a distance of 26.62 feet;  
 Thence South 60°23'14" East, a distance of 192.06 feet;  
 Thence 987.14 feet along the arc of a 937.00 foot radius tangent curve to the right, through a central angle of 60°21'42", with a chord bearing South 30°12'23" East, a distance of 942.12 feet;  
 Thence South 00°01'32" East tangent to said curve, a distance of 2874.37 feet to the southerly boundary of that parcel of land described at Reception Number 2267948 of the Mesa County records;  
 Thence along said southerly boundary South 64°21'53" West, a distance of 8.34 feet;  
 Thence continuing along said boundary North 00°04'56" West, a distance of 198.89 feet;  
 Thence North 89°58'49" West, a distance of 67.28 feet;  
 Thence North 00°01'32" West, a distance of 2679.03 feet;  
 Thence 908.12 feet along the arc of a 862.00 foot radius tangent curve to the left, through a central angle of 60°21'42", with a chord bearing North 30°12'23" West, a distance of 866.71 feet;  
 Thence North 60°23'14" West tangent to said curve, a distance of 173.19 feet;  
 Thence North 84°28'31" West, a distance of 282.77 feet;  
 Thence North 25°29'14" West, a distance of 40.33 feet;  
 Thence North 08°45'04" West, a distance of 122.86 feet;  
 Thence North 60°23'14" West, a distance of 374.14 feet;  
 Thence South 00°00'50" East, a distance of 129.52 feet;  
 Thence South 89°59'10" West, a distance of 180.48 feet;

This description was prepared by:  
 Kenneth Scott Thompson  
 Colorado P.L.S. 18480  
 744 Horizon Court - #1110  
 Grand Junction, CO 81506

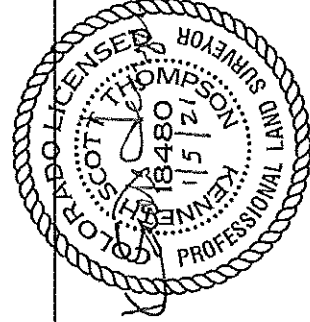


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**SHEET 3 OF 5**

Thence North 11°12'30" West, a distance of 271.96 feet;  
 Thence North 60°23'14" West, a distance of 350.60 feet;  
 Thence 1974.94 feet along the arc of a 1150.00 foot radius tangent curve to the right, through a central angle of 98°23'47", with a chord bearing North 11°11'20" West, a distance of 1741.04 feet;  
 Thence North 38°00'33" East tangent to said curve, a distance of 281.31 feet;  
 Thence North 51°59'27" West, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 100.00 feet;  
 Thence South 51°59'27" East, a distance of 55.00 feet;  
 Thence North 38°00'33" East, a distance of 667.48 feet;  
 Thence 523.07 feet along the arc of a 500.00 foot radius tangent curve to the right, through a central angle of 59°56'24", with a chord bearing North 67°58'45" East, a distance of 499.55 feet to a point of reverse curvature;  
 Thence 138.48 feet along the arc of a 1770.00 foot radius curve to the left, through a central angle of 4°28'57", with a chord bearing South 84°17'32" East, a distance of 138.44 feet;  
 Thence radial to said curve, North 03°28'00" East, a distance of 55.05 feet;  
 Thence South 88°11'27" East, a distance of 119.10 feet;  
 Thence South 00°30'44" East, a distance of 54.35 feet; to the beginning of a 1770.00 foot radius curve concave to the north radial to said line;  
 Thence easterly and northeasterly 929.49 feet along the arc of said curve, through a central angle of 30°05'17", with a chord bearing North 74°26'37" East, a distance of 918.84 feet;  
 Thence North 59°23'59" East tangent to said curve, a distance of 617.21 feet;  
 Thence 451.09 feet along the arc of a 670.00 foot radius tangent curve to the left, through a central angle of 38°34'32", with a chord bearing North 40°06'43" East, a distance of 442.62 feet;  
 Thence North 20°49'27" East tangent to said curve, a distance of 671.98 feet;  
 Thence 533.61 feet along the arc of a 1470.00 foot radius tangent curve to the left, through a central angle of 20°47'54", with a chord bearing North 10°25'30" East, a distance of 530.68 feet;  
 Thence North 00°01'33" East tangent to said curve, a distance of 661.10 feet;  
 Thence 93.54 feet along the arc of a 280.00 foot radius tangent curve to the right, through a central angle of 19°08'26", with a chord bearing North 09°35'46" East, a distance of 93.10 feet;  
 Thence North 19°09'59" East tangent to said curve, a distance of 105.28 feet to the east line of the southeast quarter of the southwest quarter of said Section 13;  
 Thence along said east line South 00°01'33" West, a distance of 990.50 feet to the Point of Beginning.  
 Containing 21.813 acres, more or less.

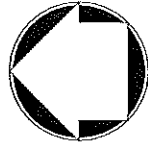
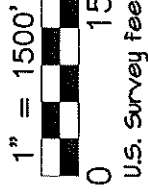
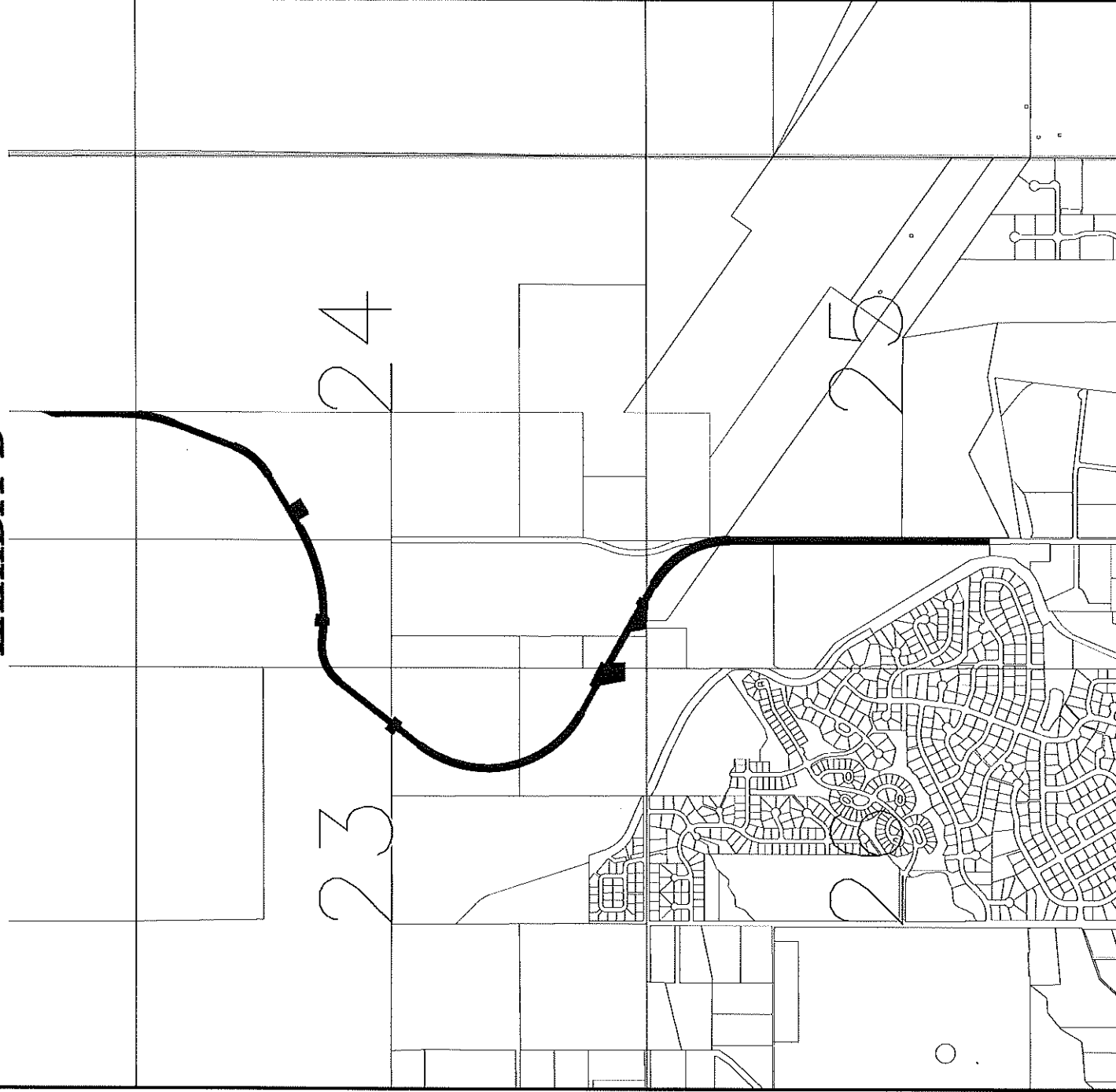
This description was prepared by:  
 Kenneth Scott Thompson  
 Colorado P.L.S. 18480  
 744 Horizon Court - #1110  
 Grand Junction, CO 81506



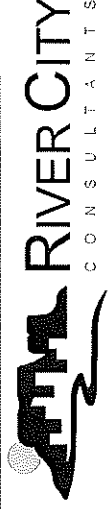
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**SHEET 4 OF 5**

# EXHIBIT B



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



744 Horizon Court, Suite 110  
Grand Junction, CO 81506  
Phone: 970.241.4722  
Fax: 970.241.8841  
www.rcwest.com

Drawn: AKT Checked: AKT 1/9/19 Job No. 1644-001  
S:\PROJECTS\1644 Mead & Hunt\001 S-JT Runway\Survey\proposed randing

SHEET 5 OF 5

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING THE SPECIAL WARRANTY DEED FROM THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY FOR PUBLIC RIGHT OF WAY FOR THE REALIGNMENT OF A SEGMENT OF 27 ¼ ROAD IN THE CITY OF GRAND JUNCTION, COLORADO

Recitals.

With the adoption of Ordinance 4835 the City Council conditionally vacated a portion of the 27 ¼ Road right of way adjacent to Grand Junction Regional Airport Authority (Airport) property. That action provided for the relocation of a section of the road to the west of the new runway protection zone for runway 11/29. Approximately 1 mile of 27 ¼ Road was realigned by the Airport for the project; however, the vacation of the former 27 ¼ Road alignment was conditioned on the Airport transferring the land for the realigned road to the City.

In order to convey the land to the City the Airport had to make application to the Federal Aviation Administration to release the land and authorize the transfer. That process was recently completed. Accordingly, the Airport has executed the attached Special Warranty Deed and tendered the same to the City in full and final satisfaction of the conditions created and imposed by and with Ordinance 4835.

The City Attorney has reviewed and approved the form of the Request for Release, the Instrument of Release, the Special Warranty Deed and the Exhibits thereto and has found the same to be sufficient to satisfy the conditions of the Ordinance.

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

1. The foregoing Recitals are incorporated herein.
2. That the City Manager is hereby authorized and directed to accept the Special Warranty Deed (Deed) from the Grand Junction Regional Airport Authority for the conveyance of the 27 ¼ Road right of way and realignment as defined and described in the Deed and the Exhibits attached thereto, this Resolution and Ordinance 4835.
3. That by and with this Resolution the conditions of Ordinance 4835 shall be found to be satisfied.

PASSED and ADOPTED this 17th day of April 2024.

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

ATTEST:

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





## Grand Junction City Council

### Regular Session

Item #5.c.

---

**Meeting Date:** April 17, 2024  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

---

### Information

#### **SUBJECT:**

A Resolution Acknowledging Defense of Officers Matt Parks, Chris Wilson, Tim Janda, and Arnold Naik, in Civil Action No. 23-Cv-01459-GPG-SBP

#### **RECOMMENDATION:**

Adopt and approve Resolution \_\_\_\_, a resolution acknowledging the defense of GJPD Officers Matt Parks, Chris Wilson, Tim Janda and Arnold Naik in Civil Action 23-cv-01459-GPG-SBP.

#### **EXECUTIVE SUMMARY:**

A Federal District Court action ("Complaint") has been filed alleging violation of a citizen's rights by employees of the Grand Junction Police Department, Matt Parks, Chris Wilson, Tim Janda, and Arnold Naik (collectively "the Officers"). The Complaint alleges misconduct by the Officers in the use-of-force against the Plaintiff, Mr. Marc Matteson. Mr. Matteson's Complaint names the Officers individually and in their official capacities, as well as "Unknown Supervisor 1", "Unknown Supervisor 2", the City of Grand Junction, and the Board of County Commissioners for Mesa County. The Colorado Governmental Immunity Act ("Act") primarily covers public entities for actions in tort or that could lie in tort and its provisions also extend to public employees. The Act extends to public employees so long as the conduct that is the subject of the lawsuit was (i) within the performance of his duties, (ii) within the scope of his employment and (iii) not done willfully or wantonly.

Because the Officers are named individually, the City presumes that the Plaintiff is intending to state punitive damage claims against the Officers and, accordingly, with this Resolution, the City Council will acknowledge and provide the defense and indemnification as provided herein.

## **BACKGROUND OR DETAILED INFORMATION:**

A Federal District Court action ("Complaint") has been filed alleging violation of a citizen's rights by employees of the Grand Junction Police Department, Matt Parks, Chris Wilson, Tim Janda, and Arnold Naik (collectively "the Officers"). The Complaint alleges misconduct by the Officers in the use-of-force against the Plaintiff, Mr. Marc Matteson. Mr. Matteson's Complaint names the Officers individually and in their official capacities, as well as "Unknown Supervisor 1", "Unknown Supervisor 2", the City of Grand Junction, and the Board of County Commissioners for Mesa County.

Under the provisions of the Colorado Governmental Immunity Act, specifically sections 24-10-110 and 24-10-118 C.R.S., and 13-21-131(4)(a) C.R.S. the City has certain indemnification obligations, and it may, if it determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend a public employee against punitive damages claim or pay or settle any punitive damage claim against a public employee. The Plaintiff has asserted claims that the Officers violated the Plaintiff's civil rights by using excessive force and conspiring to use excessive force, including failing to intervene, against the Plaintiff. The Officers deny the allegations.

The Colorado Governmental Immunity Act ("Act") 24-10-101 et. seq. C.R.S. primarily covers public entities for actions in tort or that could lie in tort and its provisions also extend to public employees. The Act extends to public employees so long as the conduct that is the subject of the lawsuit was (i) within the performance of his duties, (ii) within the scope of his employment and (iii) not done willfully or wantonly.

Because the Officers are named individually, the City presumes that the Plaintiff is intending to state punitive damage claims against the Officers and accordingly, with this Resolution, the City Council acknowledges and provides the defense and indemnification as provided herein.

The Officers were and are Colorado certified peace officers duly employed by the Grand Junction Police Department and the Plaintiff has named the Officers individually in the complaint based on and because of their employment by the City. Without question, the claims made against the Officers arise out of and in the scope of their employment. 13-21-131(4)(a) C.R.S. requires a peace officer's employer to indemnify its peace officers for any liability incurred by the peace officer for any judgment or settlement arising out of state law claims made in this lawsuit against the Officers. This indemnification requirement is contingent upon a finding by the employer that the peace officer acted with a good faith and a reasonable belief that his actions were lawful, and that the officer was not convicted of a crime for the same matter which brought the civil claims. If the Officers are found to have not acted with a good faith and a reasonable belief their actions were lawful, they are subject to personal liability of up to 5 percent or twenty-five thousand dollars; however, the Chief of Police has determined that the Officers acted lawfully based on the Professional Standards and CIRT investigation. Furthermore, the Officers were never charged with or convicted of a crime arising out of this incident. In the event the lawsuit is settled, or civil judgment is entered against the Officers, the Chief of Police will review the investigation and any additional information

obtained from the lawsuit that he believes may be relevant to the determination of good faith, including judicial determinations, evidence from trial or hearing, and discovery exchanges between the parties to the lawsuit.

The Officers deny the allegations made against them in the complaint and reasonably believe that their conduct was reasonable, lawful and in good faith.

The City has no basis to conclude that the Officers acted willfully and wantonly. They should not have to withstand the claims made against them without the protection of the City and, because the Officers acted within the scope of their employment, the recommendation is that the City Council adopt the resolution.

**FISCAL IMPACT:**

There is no direct fiscal impact by virtue of the Resolution; however, there are costs of defense which are within existing appropriations.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 28-24, a resolution acknowledging the defense of GJPD Officers Matt Parks, Chris Wilson, Tim Janda and Arnold Naik in Civil Action 23-cv-01459-GPG-SBP.

**Attachments**

1. RES-Indemnification Matteson v GJ 20240415

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. XXX-24**

**ACKNOWLEDGING DEFENSE OF OFFICERS MATT PARKS, CHRIS WILSON, TIM JANDA, AND ARNOLD NAIK, IN CIVIL ACTION NO. 23-cv-01459-GPG-SBP**

RECITALS:

A Federal District Court action ("Complaint") has been filed alleging violation of a citizen's rights by employees of the Grand Junction Police Department ("GJPD"), Matt Parks, Chris Wilson, Tim Janda, and Arnold Naik (collectively "the Officers"). The Complaint alleges misconduct by the Officers in the use-of-force against the Plaintiff, Mr. Marc Matteson. Mr. Matteson's Complaint names the Officers individually and in their official capacities, as well as "Unknown Supervisor 1", "Unknown Supervisor 2", the City of Grand Junction, and the Board of County Commissioners for Mesa County.

Under the provisions of the Colorado Governmental Immunity Act, specifically sections 24-10-110 and 24-10-118 C.R.S., and 13-21-131(4)(a) C.R.S. the City has certain indemnification obligations, and it may, if it determines by resolution adopted at an open public meeting that it is in the public interest to do so, defend a public employee against punitive damages claim(s) or pay or settle any punitive damage claim(s) against a public employee. The Plaintiff has asserted claims that the Officers violated the Plaintiff's civil rights by using excessive force and conspiring to use excessive force, including failing to intervene, against the Plaintiff. The Officers deny the allegations.

The Colorado Governmental Immunity Act ("Act") 24-10-101 *et. seq.* C.R.S. primarily covers public entities for actions in tort or that could lie in tort and its provisions also extend to public employees. The Act extends to public employees so long as the conduct that is the subject of the lawsuit was (i) within the performance of the employees duties, (ii) within the scope of employment and (iii) not done willfully or wantonly.

Because the Officers are named individually, the City presumes that the Plaintiff is intending to state punitive damage claims against the Officers and accordingly with this Resolution the City Council acknowledges and provides the defense and indemnification as provided herein.

The lawsuit alleges the Officers violated the Plaintiff's 4th Amendment rights to be free from the use of excessive force and conspired to use excessive force. On June 10, 2021, Mr. Matteson was reported to the GJPD as having several domestic violence warrants and was in Rocket Park in the City. Upon contact with Mr. Matteson, he assaulted two GJPD officers and escaped in a vehicle. Mr. Matteson was later found in his vehicle in the parking lot of the Sportsman's Warehouse at 2464 Hwy 6&50. Officers ordered Mr. Matteson to exit the vehicle, but Mr. Matteson moved to the rear of his vehicle produced a handgun (later determined to be a pellet gun). Officers Parks,

Wilson, and Janda discharged their firearms, striking Mr. Matteson. Mr. Matteson received medical treatment and was charged with numerous crimes. Mr. Matteson subsequently pleaded guilty to 2<sup>nd</sup> Degree Assault on a Peace Officer and Felony Menacing. Mr. Matteson, currently an inmate with the Colorado Department of Corrections, filed this suit against the Officers, the City, and Mesa County, alleging the aforementioned force used against him was excessive.

Over the course of his interaction with the Plaintiff, the Officers were Colorado certified peace officers duly employed by the Grand Junction Police Department and the Plaintiff has named the Officers individually in the complaint based on and because of their employment by the City. Without question the claims made against the Officers arise out of and in the scope of their employment.

The Professional Standards Section of the GJPD and the 21<sup>st</sup> Judicial District Critical Incident Response Team ("CIRT") conducted concurrent investigations of the allegations set forth in the Complaint. The Chief of Police has determined that the Officers acted lawfully and within policy. That determination, based upon a preponderance of the evidence, considered the following standard: the Officers acted in good faith and upon a reasonable belief that their actions were lawful as the Officers' actions were objectively reasonable based on the totality of the circumstances and consistent with the Department's policy and training. The Chief of Police has presumed that the Officer's actions were objectively reasonable as there is no evidence of intent to violate constitutional rights, or a reckless disregard to violate constitutional rights. Additionally, the District Attorney has cleared the Officers of any criminal liability.

13-21-131(4)(a) C.R.S. requires a peace officer's employer to indemnify its peace officers for any liability incurred by the peace officer for any judgment or settlement arising out of state law claims made in this lawsuit against the Officers. This indemnification requirement is contingent upon a finding by the employer that the peace officer acted with a good faith and reasonable belief that the actions were lawful, and that the officer was not convicted of a crime for the same matter which brings the civil claims. If the Officers are found to have not acted with a good faith and reasonable belief the actions were lawful, they are subject to personal liability of up to 5% or twenty-five thousand dollars; however, the Chief of Police has determined that the Officers acted lawfully based on the Professional Standards and CIRT investigation. Furthermore, the Officers were never charged with or convicted of a crime arising out of this incident.

In the event the lawsuit is settled, or civil judgment is entered against the Officers, the Chief of Police will review the investigation and any additional information obtained from the lawsuit that he believes may be relevant to the determination of good faith, including judicial determinations, evidence from trial or hearing, and discovery exchanges between the parties to the lawsuit.

The Officers deny the allegations made against them in the complaint and reasonably believe that their conduct was reasonable, lawful and in good faith.

The City has no basis to conclude that the Officers acted willfully and wantonly. They should not have to withstand the claims made against him without protection of the City.

Although it is unlikely that punitive damage claims will be sustained, it is right and proper to adopt this Resolution defending the Officers from the personal claims and liability that may arise out of or under any claim except any that is found to be willful, wanton, or criminal as defined by Colorado law or any violation that was not within the scope of employment.

Because the City Council has reason to find that the Officers acted within the scope of their employment and because to do otherwise would send a wrong message to the employees of the City, *i.e.*, that the City may be unwilling to stand behind them when an employee is sued for the lawful performance of his/her duties, the City Council adopts this resolution.

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

The City shall pay no judgment or settlement of claim(s) by the Officers where the claim has been compromised or settled without the City's consent.

The City's legal counsel and insurance defense counsel shall serve as counsel to the Officers unless it is credibly determined by such counsel that the interests of the City and the Officers may be adverse. In that event the Officers may select separate counsel to be approved in writing by the City Council. The Officers shall reasonably cooperate with the City in its defense of the claims.

By the adoption of this Resolution the City does not waive any defense of sovereign immunity as to any claim(s) or action(s).

The adoption of this Resolution shall not constitute a waiver by the City of insurance coverage with respect to any claim or liability arising out of or under 23-cv-01459-GPG-SBP or any matter covered by the Resolution.

The purpose of this Resolution is to protect the Officers against personal liability for their lawful actions taken on behalf of and in the best interest of the City.

The Officers have read and do affirm the foregoing averments. Consequently, the City Council hereby finds and determines at an open public meeting that it is the intention of the City Council that this Resolution be substantially construed in favor of protection of Officers Parks, Wilson, Janda and Naik, and together with legal counsel, that the City defend against the claims against the Officers in accordance with 24-10-110 C.R.S. and 13-21-131(4)(a) C.R.S and/or to pay or to settle any punitive damage claims in accordance with law arising out of case 23-cv-01459-GPG-SBP.

**PASSED** and **ADOPTED** this 17th day of April 2024.

---

Anna M. Stout  
President of the City Council

ATTEST:

---

Amy Phillips  
City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #6.a.

---

**Meeting Date:** April 17, 2024

**Presented By:** John Shaver, City Attorney, Anna Stout, David Thornton, Principal Planner

**Department:** City Attorney

**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

A Resolution Adopting and Approving the Second Amendment to the 1998 Intergovernmental Agreement, as Amended, Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System

#### **RECOMMENDATION:**

Approve and adopt Resolution \_\_\_\_, a resolution amending the Persigo Agreement as provided in the attached document and exhibits thereto.

#### **EXECUTIVE SUMMARY:**

In October 1998, the Mesa County Board of Commissioners and the City Council entered into an *Intergovernmental Agreement Relating To City Growth And Joint Policy Making For The Persigo Sewer System*. That agreement was first amended in April 2001 with the authorization of certain connections to the Valle Vista Sanitary Sewer Interceptor. The attached form of agreement (Second Amendment and Exhibits) addresses certain points of contention that have arisen out of and under the Agreement regarding the operations and effect of the Agreement on the Persigo system and the Goals and Policies of the Agreement. The proposed Second Amendment resolves the issues as defined and described therein to the reasonable, current mutual satisfaction of the County and the City.

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

On October 13, 1998, the Mesa County Board of Commissioners on half of Mesa County (County) and the City Council on behalf of the City of Grand Junction (City) entered into an *Intergovernmental Agreement Relating To City Growth And Joint Policy Making For The Persigo Sewer System*. That agreement came to be known as the



Persigo Agreement. On April 2, 2001, the City and County authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the Agreement.

Since 2001, the City and the County have discussed the Agreement, the operations of the Persigo system and certain points of contention that have arisen out of and under the Agreement regarding the operations and effect of the Agreement on the Persigo system and the Goals and Policies of the Agreement. The City and the County deliberated and discussed the issues and have come to a consensus on how to resolve certain of those, as defined and described in the proposed agreement, to the reasonable, current mutual satisfaction of the County and the City.

**FISCAL IMPACT:**

The agreement provides a \$500,000 annual contribution from the County to the City to defer some of the costs assumed by the City after annexation.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 27-24, a resolution amending the Persigo Agreement.

**Attachments**

- 1. Persigo Second Amendment .
- 2. 201\_Revisions
- 3. Persigo and UDB Reconciliation 2024 Revised

**SECOND AMENDMENT**  
**To The**  
**1998 Intergovernmental Agreement**  
**Between the City of Grand Junction and Mesa County**  
**Relating to City Growth**  
**And Joint Policy Making for the Persigo Sewer System**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of April 2024, pursuant to Section 29-1-201 *et seq.*, C.R.S., by and between THE CITY OF GRAND JUNCTION, COLORADO, a home rule municipal corporation, hereinafter referred to as the "City", and THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO, hereinafter referred to as the "County", collectively the City and the County may be referred to as the "Parties".

**WHEREAS**, on or about October 13, 1998, the Parties entered into the *1998 Intergovernmental Agreement Between The City Of Grand Junction And Mesa County Relating To City Growth And Joint Policy Making For The Persigo Sewer System October 13, 1998* (the "1998 Agreement"); and,

**WHEREAS**, on or about April 2, 2001, the Parties authorized certain connections to the Valle Vista Sanitary Sewer Interceptor and thereby amended the 1998 Agreement (the "2001 Agreement"); and,

**WHEREAS**, the Parties have discussed the 2001 Agreement, the operations of the Persigo sewer plant ("System") and certain points of contention as of June 30, 2023, regarding the operations and effect of the 2001 Agreement (the "Issues") on the System and the Goals and Policies of the 2001 Agreement; and,

**WHEREAS**, the Parties have deliberated the Issues and have come to agreement on how to deal with certain of those, the Parties by and with full authority do enter into this Agreement; and,

**WHEREAS**, the Parties agree this Agreement governs and resolves the Issues as defined, described and resolved to their current mutual satisfaction;

**NOW THEREFORE**, in consideration of the joint and mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties hereto state and agree as follows:

1. **Alignment of the UGA (nka UDB) and 201 Boundary:** Section 14(a) of the 2001 Agreement expresses the Parties' joint desire that the UDB and the 201 boundaries align. By and with this Agreement and as shown on the attached exhibit (labeled Exhibit A) the UDB and the 201 boundaries are hereby aligned and declared by the Parties to be one and the same (hereinafter "2024 UDB"). Exhibit A is incorporated herein as if fully set forth.

Provided, further, there shall be no change to either the 201 or the 2024 UDB, without the prior approval of both the City and County.

2. **Land Use Authority:** By December 31, 2024, the County agrees to consider a Resolution which would result in the County adopting and applying the City's land use authority within the 2024 UDB boundary. The County Planning Commission has adopted the City's Land Use Plan and with the adoption of the Resolution by the Commissioners will, for properties located within the 2024 UDB, include the same in the County's Master Plan. Furthermore, as the City's Land Use Plan for properties located in the 2024 UDB changes the Commissioners agree to consider including those amendments in the County's Master Plan so that the City and the County have common plans for the UDB as it may change over time. It is the Parties intention that the adoption and incorporation of the City Land Use Plan in the County's Master Plan will serve as a Joint Urban Area Plan ("JUP") as contemplated by the 2001 Agreement.
3. **Annexation:** The City will in accordance with the 2001 Agreement and applicable Colorado law continue to annex Annexable Development within the 2024 UDB. In carrying out an annexation that includes platted streets or alleys ("Platted Street(s)") the City shall annex the Platted Street(s) as provided in C.R.S. 31-12-105(1)(f) so that vehicular access to and from the annexing property is designed, constructed and functions according to a traffic study as defined by the 2023 Transportation Engineering Design Standards (TEDS) Manual.
4. **Street Improvements Compensation:** The County will annually contribute \$500,000 ("Annual Contribution") to help offset street improvements and deferred maintenance that the City has and will assume following annexations within the 2024 UDB. A request for reimbursement after annexation and upon completion of improvements of the roadway shall be submitted to the County

that provides sufficient detail of the use of the County's funds to enable County to satisfy the requirement of its annual audit. For purposes of a 2024 Annual Contribution the County will prorate the Annual Contribution based on the number of months remaining in 2024 following the execution of this Agreement by the Parties.

BOARD OF COUNTY COMMISSIONERS OF  
MESA COUNTY, COLORADO

\_\_\_\_\_  
Bobbie Daniels  
Chair.

Attest: \_\_\_\_\_  
Bobbie Jo Gross  
Clerk & Recorder

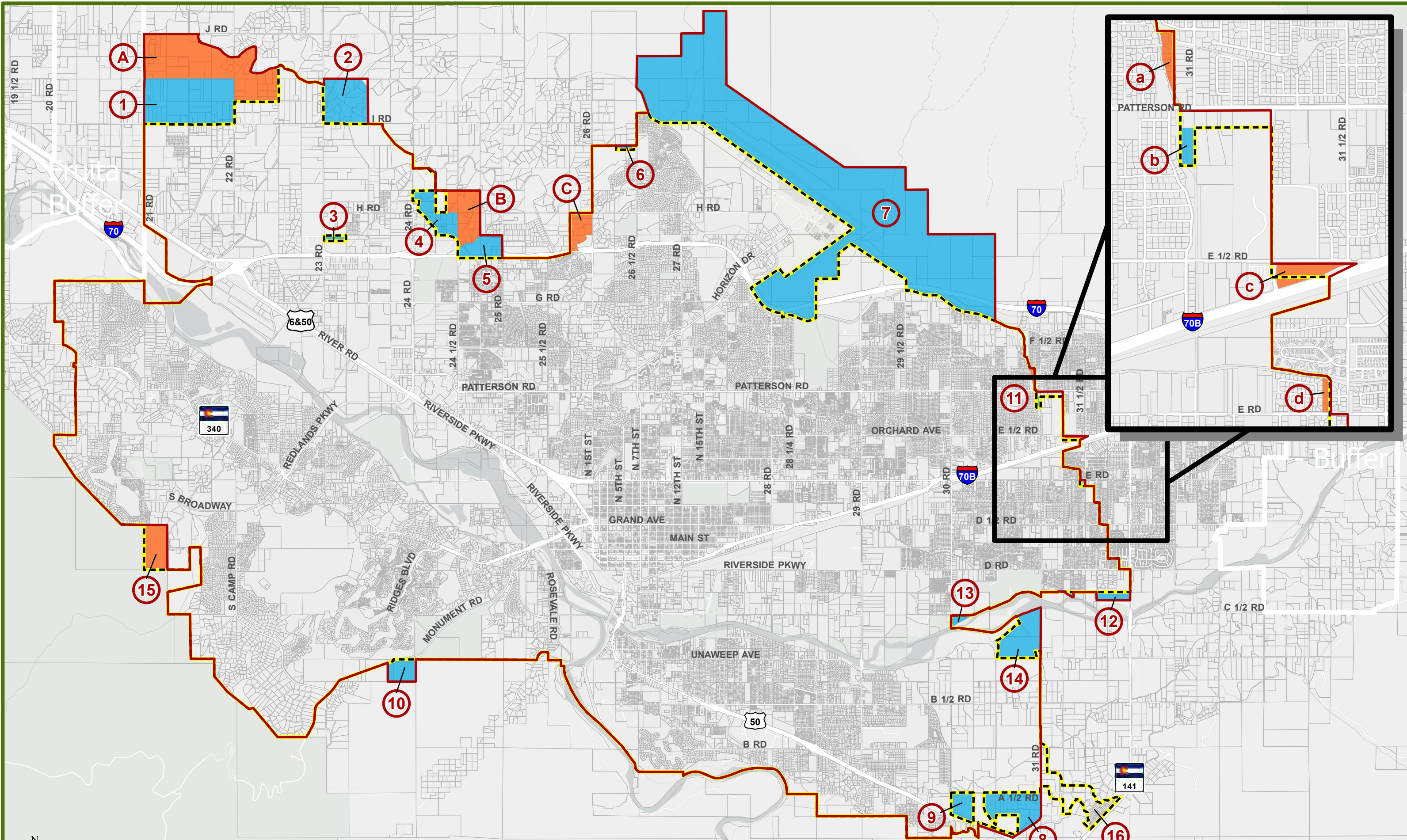
CITY OF GRAND JUNCTION

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

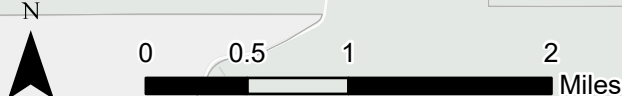
Attest:  
\_\_\_\_\_  
Amy Phillips  
City Clerk

**Persigo Boundary and UDB Boundary Recommendations - 2024**

<b>Persigo Boundary and UDB Boundary Recommendations - 2024</b>		<b>County Map</b>	
<b>Number</b>	<b>City Staff Recommendations</b>	<b>Number</b>	<b>County Recommendations</b>
1	Include in 201	1	Include in 201
A	Exclude from UDB	A	Exclude from UDB
2	Include in 201	2	Include in 201
3	Include in 201	3	Include in 201
4	Include County Revised Boundary in 201	4	Include in 201
B	Exclude from UDB	B	Exclude from UDB
5	Include in 201	5	Include in 201
6	Include in 201	6	Include in 201
7	Include in 201 (Airport)	7	Include in 201
8	Include in 201	8	Include in 201
9	Include in 201	9	Include in 201
10	Include in 201 (City Lunch Loop Open Space)	10	Include in 201
C	Exclude from 201 and UDB	C	Exclude from 201 and UDB
11 (a)	Exclude from 201 and UDB		
11 (c & d)	Exclude from 201, but remain in UDB. These areas are served by Clifton Sanitation, but located within city limits.		
11 (b)	Include in 201		
12	Include in 201		
13	Include in 201 and UDB - (State owned land - potential for housing)		
14	Include in 201 - Future inclusion after gravel mining is complete/reclaimed		
15	Exclude from 201, BLM Land that may transfer to National Monument		
16	Served by 201, not within UDB		



URBAN DEVELOPMENT BOUNDARY - GJ	AREAS TO BE INCLUDED IN 201
201 PERSIGO BOUNDARY	AREAS TO BE EXCLUDED FROM 201



**Persigo Boundary and UDB Boundary Recommendations - 2024**

<b>Persigo Boundary and UDB Boundary Recommendations - 2024</b>		<b>County Map</b>	
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3	Include in 201	3	Include in 201
4	Include County Revised Boundary in 201	4	Include in 201
B	Exclude from UDB	B	Exclude from UDB
5	Include in 201	5	Include in 201
6	Include in 201	6	Include in 201
7	Include in 201 (Airport)	7	Include in 201
8	Include in 201	8	Include in 201
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14	Include in 201 - Future inclusion after gravel mining is complete/reclaimed		
15	Exclude from 201, BLM Land that may transfer to National Monument		
16	Served by 201, not within UDB		



## Grand Junction City Council

### Regular Session

Item #7.a.i.

---

**Meeting Date:** April 17, 2024  
**Presented By:** Jessica Johnsen, Senior Planner  
**Department:** Community Development  
**Submitted By:** Jessica Johnsen, Senior Planner

---

### Information

#### **SUBJECT:**

An Ordinance Vacating Approximately 0.32 Acres of Ferree Drive Right-of-Way, Located North of Broadway (Hwy 340) on the Southeastern Portion of Ferree Drive

#### **RECOMMENDATION:**

Planning Commission heard this item at the March 12, 2024 meeting and voted (7 to 0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Lawrence Balerio, is requesting the vacation of approximately 0.32 acres of public right-of-way of Ferree Drive in anticipation of future residential subdivision development for the proposed Monument Ridge Estates Subdivision which will be located at 2076 Ferree Drive and 2074 Broadway. The request to vacate is consistent with the City's Comprehensive Plan and Circulation Plan.

The approval of the request is conditioned on the construction of Manzanita Drive and Blue Moon Drive being completed prior to the ordinance associated with this application becoming effective to ensure connectivity to Broadway for the residents in the area and throughout construction and development of the subdivision.

This application was filed and reviewed prior to the new Zoning and Development Code being adopted and is being evaluated under the 2010 Zoning and Development Code. The zoning district names are updated as the new code is now effective.

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

##### **BACKGROUND**

The subject vacation area of 0.32 acres is located north of Broadway (Hwy 340), on the southeastern portion of Ferree Drive. The right-of-way was dedicated in 1958 "to the



public” by Myron J. Ferree and Eloise J. Ferree on the plat for Ellie Heights with Reception #731636.

The subject property is adjacent to the Monument Ridge Estates Development. State requirements for Highway 340 (Broadway) do not allow for two entrances so close together as the connection designed with the Monument Ridge Estates. In order for the developer to create additional lots, the entrance as designed was needed. Vacating the requested portion of Ferree Drive allows for the subdivision to build out as designed. The subdivision includes a connection to the entrance on to Broadway so those residents who have used this portion of Ferree Drive still have appropriate circulation available. Manzanita Drive and Blue Moon Drive will be constructed with Monument Ridge Estates and provide connectivity to Broadway (Hwy 340). The vacation of this right-of-way is necessary for future development of the subdivision.

Manzanita Drive will facilitate the connectivity to Broadway (Hwy 340). As a condition of approval, the vacation ordinance will not be effective until the construction of Manzanita Drive and Blue Moon Drive is completed.

#### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held on September 7, 2022, in accordance with Section 21.02.080(e) of the Zoning and Development Code. There were 11 participants, including the applicants, City staff and eight members of the public. Questions concerned the future development and the development process.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the City’s Zoning and Development Code. The subject property was posted with application signs on each street frontage on February 28, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 1, 2024. The notice of the Planning Commission public hearing was published on March 3, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between March 5 and March 11, 2024, through the GJSpeaks.org platform.

#### **ANALYSIS**

The criteria for review are set forth in Section 21.02.100(c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements. The vacation of the right-of-way or easement shall conform to the following:

1. The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate 0.32 acres of existing public right-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Vacation of this right-of-way will have no impact on public facilities or services provided to the general public as comparable circulation will be available through the Monument Ridge Estates subdivision with the right-of-way built and useable before the vacation is complete.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

- Principal 3: Responsible and Managed Growth
- Policy 4: Maintain and build infrastructure that supports urban development.
- Policy 5: Plan for and ensure fiscally responsible delivery of City services and infrastructure.

Therefore, staff has found this criterion has been met.

2. No parcel shall be landlocked as a result of the vacation;

This request is to vacate the existing public right-of-way, which is not needed to provide access to the subject property. The property will have multiple points of access once Blue Moon Dr. and the portion of Manzanita Dr. from the north intersection line with Blue Moon Drive to U.S. Hwy 340 are constructed. As stated, the vacation will not be effective until the new subdivision's streets are completed. Therefore, staff has found that this criterion has been met.

3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

With the required conditions, this vacation request does not impact access to any parcel and as such, staff finds this criterion has been met.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services). There will be no adverse impact to public facilities and services. A utility easement shall be retained in the right-of-way area as Ute Water has a waterline in the roadway. In addition, a sight-distance easement shall be retained in a portion of the right-of-way being vacated as indicated on Exhibit Six (6) attached hereto and incorporated herein. The sight distance easement is a requirement of CDOT for the entrance on Broadway to change from this portion of Ferree Drive to Manzanita Drive. CDOT, Redlands Water and Power, City of Grand Junction Fire, and Xcel Energy responded during the review that there was no objection to the vacation of this property. No comments were received from other review agencies. Staff, therefore, finds this criterion has been met.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC.

Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services with the retaining of the utility easement and the sight-distance easement; further, the site planning process will facilitate locating adequate public facilities and services. Staff finds that this criterion has been met.

6. The proposal shall provide benefits to the City, such as reduced maintenance requirements, improved traffic circulation, etc.

This proposal will remove right-of-way to provide for better circulation through the subdivision, and allow for additional lots within the City consistent with the designated zone and Comprehensive Plan Land Use designation. The anticipated benefit of the vacation request will give the Applicant the ability to develop the property with road infrastructure that is constructed to City standards, as well as the construction and alignment of roads consistent with the City's adopted Circulation Plan. As such, staff finds that this criterion has been met.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Ferree Drive – Public Right-Of-Way Vacation, VAC-2023-111, located north of Broadway (Hwy 340), on the southeastern portion of Ferree Drive, the following findings of fact have been made with the recommended conditions of approval:

- The request with the following conditions conforms with Section 21.02.100(c) of the Zoning and Development Code.

Therefore, staff recommends approval of the requested vacation with the following conditions:

1. The full right-of-way area being vacated shall be retained as a utility easement and a portion as described in Exhibit Six (6) shall be retained as a sight-distance easement.
2. The vacation shall not be effective until Blue Moon Drive and Manzanita Drive have been constructed and approved for use by the public.

The Planning Commission heard this request at the March 12, 2024, meeting and recommended approval of the request.

### **FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No.5214, an ordinance to vacate 0.32 acres of Ferree Drive right of way located north of Broadway (Hwy 340), on the southeastern

portion of Ferree Drive on second reading and authorize and order final publication in pamphlet form.

**Attachments**

- 1. Exhibit 2 - Development Application
- 2. Exhibit 3 - Site Map
- 3. Exhibit 4 - Neighborhood Meeting Notes
- 4. Exhibit 5 - ROW Vacation Exhibit
- 5. Exhibit 6 - Sight Distance Easement
- 6. Exhibit 8 - Planning Commission Minutes - 2024 - March 12 - DRAFT
- 7. Exhibit 7 - Draft Ordinance

## Development Application

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

Petition For: Vacation - Right-of-way

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

Existing Land Use Designation <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	Existing Zoning <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
Proposed Land Use Designation <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	Proposed Zoning <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>

Property Information

Site Location: <span style="border: 1px solid black; padding: 2px;">2076 Ferre &amp; 2074 Broadway</span>	Site Acreage: <span style="border: 1px solid black; padding: 2px;">0.880476 &amp; 3.674549</span>
Site Tax No(s): <span style="border: 1px solid black; padding: 2px;">2947-154-10-022 &amp; 2947-154-00-120</span>	Site Zoning: <span style="border: 1px solid black; padding: 2px;">R-4</span>
Project Description: <span style="border: 1px solid black; padding: 2px;">The request is to vacate the Right of Way</span>	

Property Owner Information

Name: Prolo Family Clovis LLC 60

Street Address: 19841 Glen Una Drive

City/State/Zip: Saratoga, CA 95070

Business Phone #: 408-373-1629

E-Mail: jmplrob@yahoo.com

Fax #:

Contact Person: Joanne Prolo

Contact Phone #: 408-373-1629

Applicant Information

Name: Monument Ridge Estates

Street Address: 1380 North Avenue

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 970-245-7542

E-Mail: balerio1@aol.com

Fax #:

Contact Person: Lawrence Balerio

Contact Phone #: 970-245-7542

Representative Information

Name: Kim Kerk Land Consulting and

Street Address: 2829 North Ave Suite

City/State/Zip: Grand Junction, CO 81501

Business Phone #: (970) 640-6913

E-Mail: Kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: (970) 640-6913

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

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

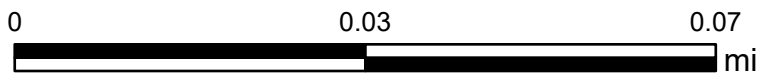
Signature of Person Completing the Application *Joanne Prolo*

Signature of Legal Property Owner *Joanne Prolo*

Date Feb. 7, 2023

Date Feb. 7, 2023

# Site Map



Printed: 3/4/2024  
1 inch equals 94 feet  
Scale: 1:1,128  
Packet Page 214

09/07/2022

Lawrence Balerio- Integrity Homes 2076 Ferree and 2074 Broadway

Attendees: Kim Kerk, Scott Peterson and 8 neighbors. Also, Jeffery Fleming (Planner) for 2080 Broadway.

Meeting called at 5:35pm

Kim Kerk, Project Manager (PM) introduced herself and Senior Planner, Scott Peterson.

This is the 3<sup>rd</sup> additional Neighborhood Meeting for the proposed Monument Ridge Estates (Updated Informational Meeting) 46 to 47 lots.

The neighbors arrived with concerns. Kim explained that there was going to be 1 additional lot. The previous Engineer took room well under the zoning for the last addition. Construction will begin as soon as approved for phase 1. Reports and permits are in place.

The following question were asked:

Q) How will this affect the current irrigation system, with 15 shares for 47 lots?

A) There will be a storage vault installed, that will continuously stock itself. The builder at Integrity Homes has already met with Ron Davis about the irrigation.

Q) Will the builders and everyone else involved in the project clean up the mess?

A) Their first goal is to clear everything off the site.

Q) Did they have permission to cut down all the trees?

A) Yes, we got permission, we got an Early Grading Stormwater Permit.

Q) Who do we email if we have questions?

A) You can email Scott Peterson with any further questions.

Q) Do you have a sewer connection?

A) Yes, within the Persigo Boundary.

## Kim Kerk Land Consulting & Development, LLC

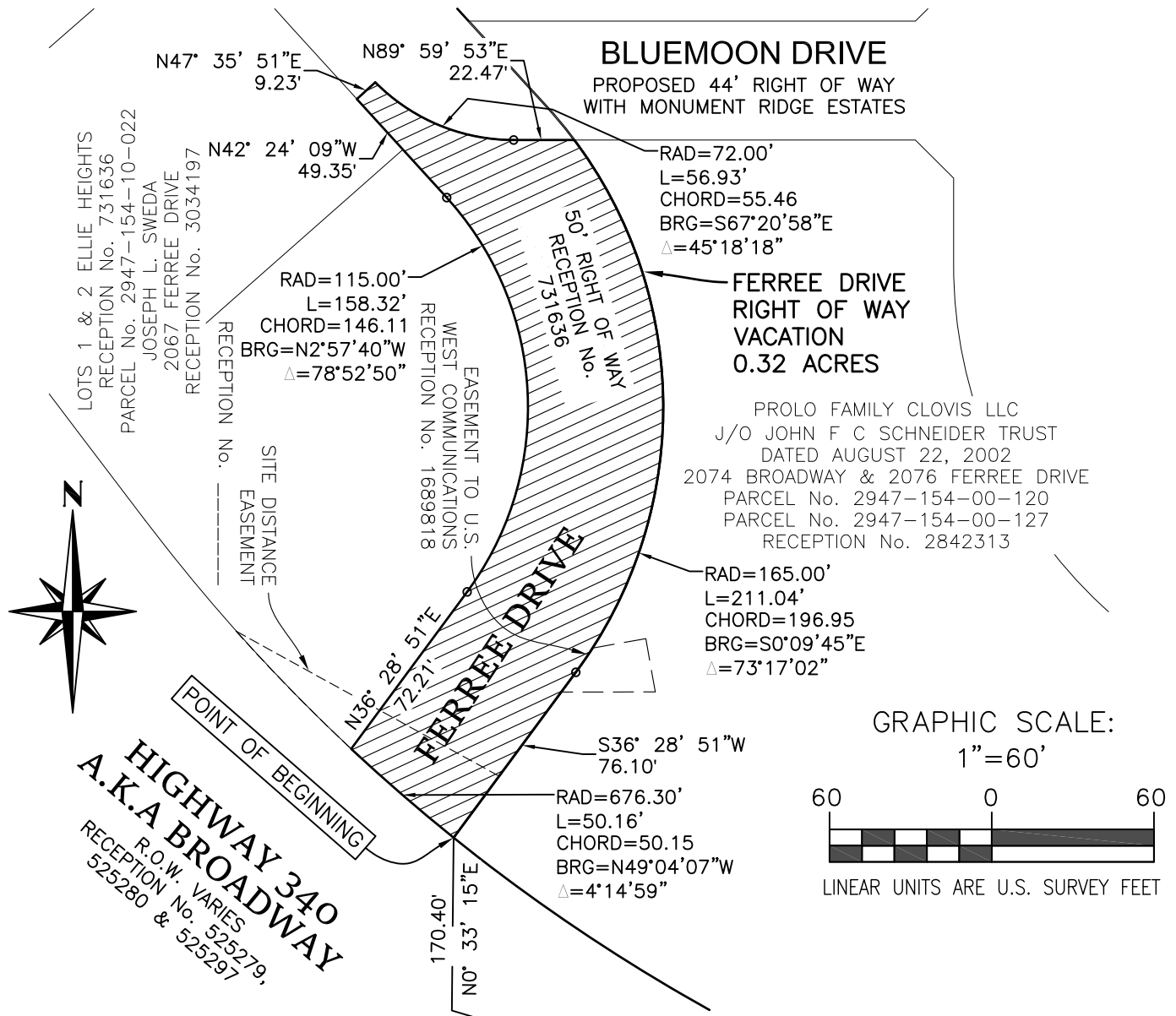
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Info: Construction access will be on the new Manzanita Dr. and done before Ferree is closed and vacated at Broadway.

The meeting ended at 5:54pm



# EXHIBIT SKETCH



MCSM No. 556  
FOUND 2-1/2"  
BRASS CAP  
SOUTH 1/4 CORNER  
SECTION 15,  
T11S, R101W, 6TH PM

1556.46'  
N89° 26' 45"W 2640.84'  
SOUTH LINE SOUTHEAST 1/4 SECTION 15  
**BASIS OF BEARINGS**

POINT of COMMENCEMENT  
MCSM No. 235  
FOUND 2-1/2"  
BRASS CAP  
SOUTHEAST CORNER  
SECTION 15,  
T11S, R101W, 6TH PM

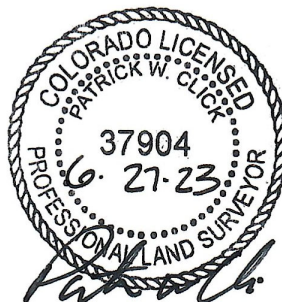
## LEGAL DESCRIPTION SKETCH

JOB: 2019-112 DATE: 6/27/2023

RIGHT OF WAY VACATION  
MONUMENT RIDGE ESTATES  
GRAND JUNCTION, COLORADO

SE1/4 OF SECTION 15  
T11S, R101W, 6TH P.M.

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

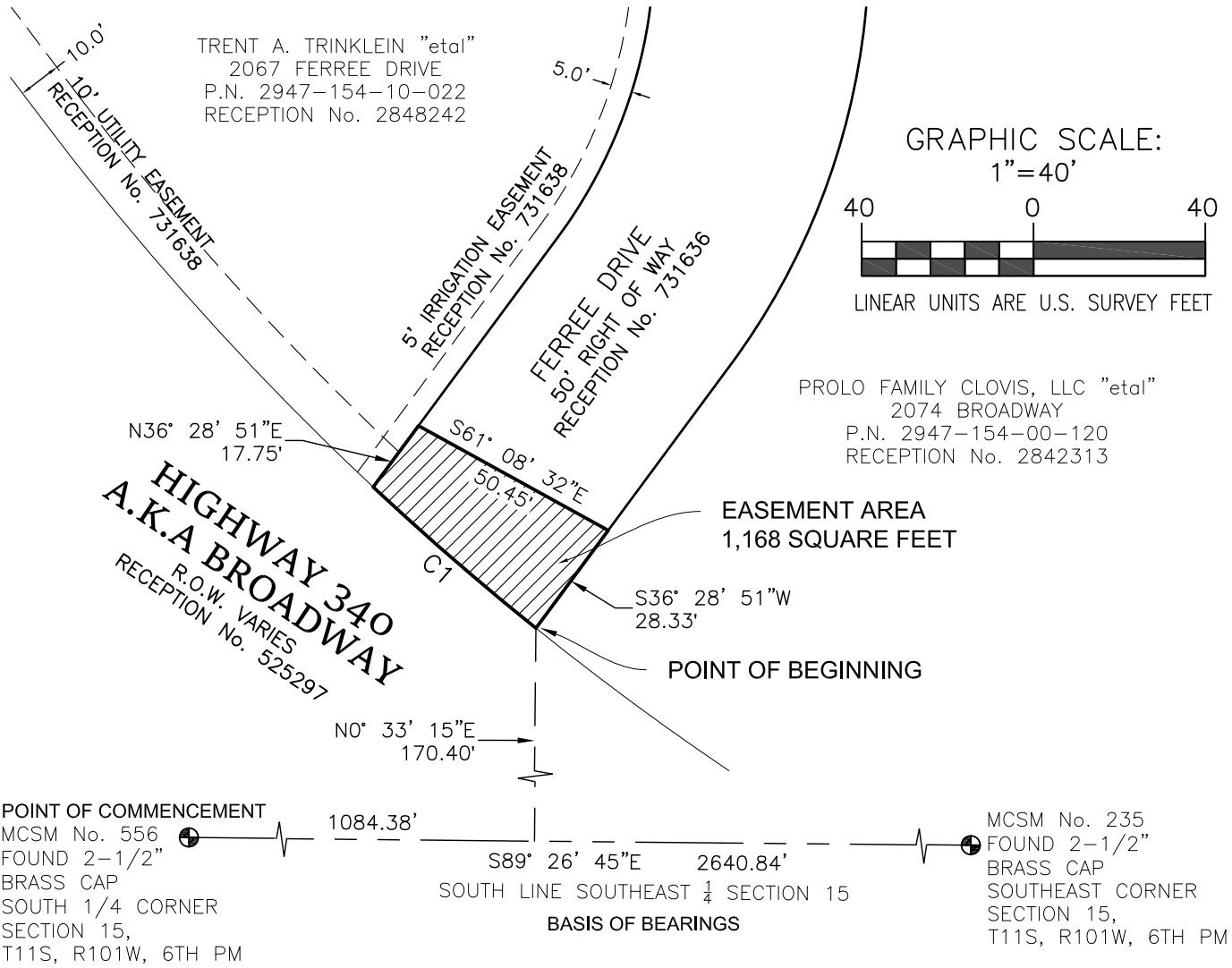


## POLARIS SURVEYING

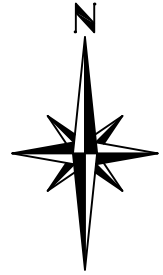
PATRICK W. CLICK P.L.S.

3194 MESA AVE  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

# Exhibit B



Non-Tangent Curve Table					
Curve #	Radius	Length	Delta	CHORD LENGTH	CHORD BEARING
C1	676.30'	50.16'	004° 14' 59"	50.15'	N49° 04' 07"W



## LEGAL DESCRIPTION SKETCH

### SITE DISTANCE EASEMENT

DATE: 12/20/2023  
 RIGHT OF WAY FERREE DRIVE  
 GRAND JUNCTION, COLORADO  
  
 SW 1/4 SE 1/4 SECTION 15  
 T11S, R101W, 6th P.M.  
 MESA COUNTY, COLORADO

**POLARIS SURVEYING**  
 PATRICK W. CLICK P.L.S.  
 3194 MESA AVE  
 GRAND JUNCTION, CO 81504  
 PHONE (970)434-7038

## **Exhibit A**

A parcel of land situated in Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 15 from whence the Southeast Corner of said Section 15 bears S89°26'45"E a distance of 2640.84 feet for a Basis of Bearings with all bearings herein related thereto; thence S89°26'45"E along said line being the South Line of the Southeast Quarter of said Section 15 a distance of 1084.38 feet; thence N0°33'15"E a distance of 170.40 feet to the intersection of Right of Way of Highway 340 as recorded at Reception Number 525297 of the Mesa County Clerk and Recorder's Office, Mesa County, Colorado and the Right of Way of Ferree Drive, at Reception No. 731636, said point being the Point of Beginning;

thence along said Highway 340 and a non-tangent curve to the right an arc length of 50.16 feet, a radius of 676.30 feet and a central angle of 4°14'59" whose chord bears N49°04'07"W a distance of 50.15 feet to the Northwestern Line of said Right of Way for Ferree Drive; thence N36°28'51"E along said Northwestern Line a distance of 17.75; thence S61°08'32"E a distance of 50.45 feet to the Southeasterly Line of said Right of Way for Ferree Drive; thence S36°28'51"W along said Southeasterly Line a distance of 28.33 feet to the Point of Beginning.

Said parcel contains 1,168 square feet.

Above legal description written by:

Patrick W. Click

Colorado registered Professional Surveyor No. 37904

3194 Mesa Avenue Unit B

Grand Junction, Colorado 81504

**GRAND JUNCTION PLANNING COMMISSION**  
**March 12, 2024, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Melanie Duyvejonck, Sandra Weckerly, Kim Herek, and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Jessica Johnsen (Senior Planner), Dave Thornton (Principal Planner), Tim Lehrbach (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 11 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 February 13, 2024.

**REGULAR AGENDA**

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**1. Ferree ROW Vacation**

**VAC-2023-111**

Consider a request by Monument Ridge Estates LLC., Lawrence Balerio, to vacate 0.32 acres of Ferree Drive right-of-way.

**Staff Presentation**

Jessica Johnsen, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Kim Kerk with Kim Kerk Land Consulting provided additional context on the request and was available for questions.

**Questions for staff and applicant**

Chairman Teske asked for confirmation that the vacated land would be granted to the property owner to the West and wondered if they had expressed any concerns with the vacation. He also asked for confirmation on the City's intent to maintain a utility easement over the entirety of the vacated area.

Commissioner Weckerly asked how sight distance would be retained following the vacation.

Commissioner Ehlers asked about the timeline of the ROW vacation in reference to the development of Monument Ridge Estates. He also asked if there would be any issues with the

vacation process should the referenced streets in Monument Villas change names before the vacation was completed.

Kim Kerk provided an update on the progress of development for Monument Ridge Estates.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 5:50 p.m. on March 12, 2024.*

### **Discussion**

#### **Motion and Vote**

Commissioner Secret made the following motion “Mr. Chairman, on the Ferree Drive – Public Right-Of-Way Vacation located north of Broadway (Hwy 340), on the southeastern portion of Ferree Drive, City file number VAC-2023-111, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 7-0.*

## **2. Fire Station #7 Annexation**

**ANX-2023-740**

Consider a request by the City of Grand Junction to zone 3.744 acres from County RSF-R (Residential Single Family Rural) to RM-8 (Residential Medium 8) located at 2351 H Road.

#### **Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for staff and applicant**

#### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

Dylan Frye called attention to the irrigation canal on the South side of the property.

*The public comment period was closed at 6:02 p.m. on March 12, 2024.*

### **Discussion**

#### **Motion and Vote**

Commissioner Scissors made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 2351 H Road, City file number ANX-2023-740, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Secret seconded; motion passed 7-0.*

### **3. Monument Villas Comp Plan Amendment & Rezone CPA-2023-783 & RZN-2023-784**

Consider a request by D&B Broadway Monument, LLC for a Comprehensive Plan Amendment for 4.23 acres from Commercial to Residential Medium (5.5 to 12 du/ac) and rezone the 4.23 acres from Mixed Use Neighborhood (MU– 1) to RM-8 (Residential Medium - 8).

#### **Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Jeffrey Fleming with Colorado Land Advisor Ltd., expanded on the staff presentation and was available for questions.

#### **Questions for staff and applicant**

#### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 6:28 p.m. on March 12, 2024.*

#### **Discussion**

Discussion ensued about the minimum density requirements in the MU-1 zone district.

Commissioner Ehlers agreed with the staff that this area had not developed as a neighborhood center as projected in the 2010 Comp Plan so the rezone to strictly residential made sense.

#### **Motion and Vote**

Commissioner Scissors made the following motion “Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 2152 Broadway & 2155 Monument Lane, City file number CPA-2023-783, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Weckerly seconded; motion passed 7-0.*

Commissioner Scissors made the following motion “Mr. Chairman, on the Rezone request for the property located at 2152 Broadway & 2155 Monument Lane, City file number RZN-2024-784, I

move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Medium.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**4. Lange Annexation** **ANX-2023-754**

Consider a request by James N. Lange to zone 1.65 acres within the Lange Annexation to R-8 (Residential – 8 du/ac) located at 2908 Kennedy Avenue.

*This item was rescheduled to a future meeting to be determined.*

**5. NAK Properties Rezone** **RZN-2024-57**

Consider a request by NAK Property 2, LLC to rezone 0.43 acres from I-2 (Industrial General) to CG (Commercial General) located at 739 3rd Avenue.

**Staff Presentation**

Tim Lehrbach, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Nathan Krehbiel was present and available for questions.

**Questions for staff**

**Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 6:50 p.m. on March 12, 2024.*

**Discussion**

Commissioners expressed their appreciation for staff’s presentation and their agreement with the rezone request.

**Motion and Vote**

Commissioner Secret made the following motion “Mr. Chairman, on the rezone request for the property located at 739 3rd Avenue, City file number RZN-2024-57, I move that the Planning Commission forward a recommendation of approval to the City Council with the findings of fact as listed in the staff report.”

*Commissioner Scissors seconded; motion passed 7-0.*

**OTHER BUSINESS**

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**ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 6:53 p.m.

DRAFT



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY  
LOCATED AT 2076 FERREE DRIVE**

Recitals:

A vacation of public right-of-way has been requested by Monument Ridge Estates, LLC (“Monument Ridge”) who owns the land at 2074 Broadway and 2076 Ferree Drive. Monument Ridge is developing a major subdivision on its property, named Monument Ridge Estates. The design for the subdivision includes a public roadway connection to Ferree Drive, referred to on the preliminary subdivision plan as Blue Moon Drive, and another to Broadway, referred to on the preliminary subdivision plan as Manzanita Drive.

Broadway is under the jurisdiction of the Colorado Department of Transportation (“CDOT”). The connection in the new subdivision is too close to Ferree Drive’s connection to Broadway so a portion of Ferree Drive is requested to be vacated to satisfy CDOT’s requirements for the connection from the new subdivision. The connectivity from the remaining Ferree Drive to Blue Moon Drive and Manzanita Drive provides sufficient access to those who previously relied on that portion of Ferree Drive requested to be vacated.

There is a waterline in the roadway that requires a utility easement be retained by the City of Grand Junction (“City”) for the benefit of public utilities. In addition, CDOT requires a sight distance easement for the new connection which will also be retained by the City.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of conditional approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate a portion of Ferree Drive included within the subdivision plat known as Ellie Heights at Reception No. 731636 in the Mesa County Clerk and Records Records and described in the attached Exhibit Sketch, is consistent with the Comprehensive Plan, the Grand Junction Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code as long as the conditions set forth herein are met.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE LISTED CONDITIONS:**

**CONDITIONS:**

1. The roads referred to as Blue Moon Drive and that portion of Manzanita Drive which connects to Blue Moon Drive and Broadway as shown on the preliminary subdivision plan for Monument Ridge Estates in the City file numbered SUB-2021-

643 shall be constructed and approved for use as determined acceptable by City staff and dedicated to the City for use of the public as roadway.

2. A perpetual utility easement for the installation, operation, maintenance, and repair of utilities and appurtenances of utilities is retained and reserved by the City in all that area vacated for the use of public utilities approved by the City.
3. A sight distance easement for the purpose of maintaining intersection sight distance across the easement which may not have any solid structures, including but not limited to solid fences, utility boxes, trees or tree trunks, landscaping, or other objects, improvements, or structures installed or permitted on the easement which interferes in anyway with or obstructs the sight distance area is retained and reserved by the City for public use.
4. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any right-of-way/easement documents and/or dedication documents.

#### RIGHT-OF-WAY DESCRIPTION:

A parcel of land for a fifty (50) foot Right of Way as described at Reception Number 731636 of the Mesa County Records situated in Section 15, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, said tract being located entirely within the Ferree Drive Right of Way as shown at Reception Number 731636 of the Mesa County Records, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 15, from whence the South Quarter Corner of Section 15 bears N89°26'45"W a distance of 2640.84 feet for a Basis of Bearings, all bearings herein related thereto; thence N89°26'45"W along the South line of the Southeast Quarter of Section 15 a distance of 1556.46 feet; thence N0°33'15"E a distance of 170.40 feet to the Southeast Corner of the Ferree Drive Right of Way as shown on the Subdivision of Ellie Heights at Reception Number 731636, and the Point of Beginning; thence along said Right of way the following three (3) courses and distances;

1. 50.16 feet along the length of a non-tangent curve to the right with a radius of 676.30 feet and a central angle of 4°14'59" whose chord bears N49°04'07"W a distance of 50.15 feet;
2. N36°28'51"E a distance of 72.21 feet to the start of a tangent curve to the left;
3. 158.32 feet along the length of a tangent curve to the left with a radius of 115.00 feet and a central angle of 78°52'50" whose chord bears N2°57'40"W a distance of 146.11 feet;
4. N42°24'09"W a distance of 28.85 feet;

thence N89°59'53"E a distance of 66.64 to the Easterly line of said Ferree Drive; thence along said Easterly line the following two (2) courses and distances;

1. 211.04 feet along the length of a non-tangent curve to the left with a radius of 165.00 feet and a central angle of 73°17'02" whose chord bears S0°09'45"E a distance of 196.95 feet;
2. S36°28'51"W a distance of 76.10 feet to the Point of Beginning.

Said tract of land contains 0.32 Acres as described. See Exhibit Sketch attached and incorporated herein.

Said area is retained and reserved as a utility easement as described above.

A portion of said area as depicted in the attached Exhibit B and incorporated herein is retained and reserved as a sight distance easement for the City as described above.

**All conditions set forth above shall be met on or before two years from the effective date of this ordinance or the ordinance shall lapse and be held for naught.**

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and ordered published in pamphlet form.

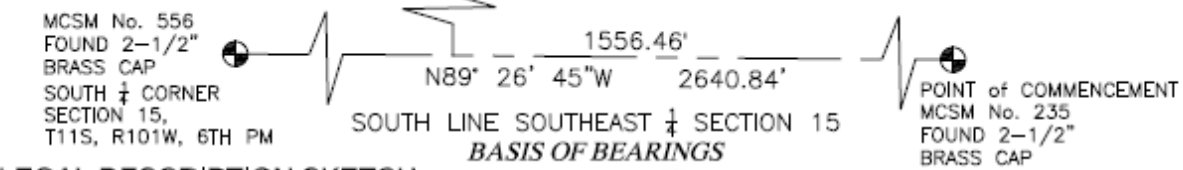
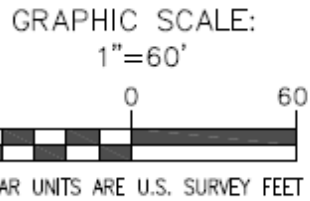
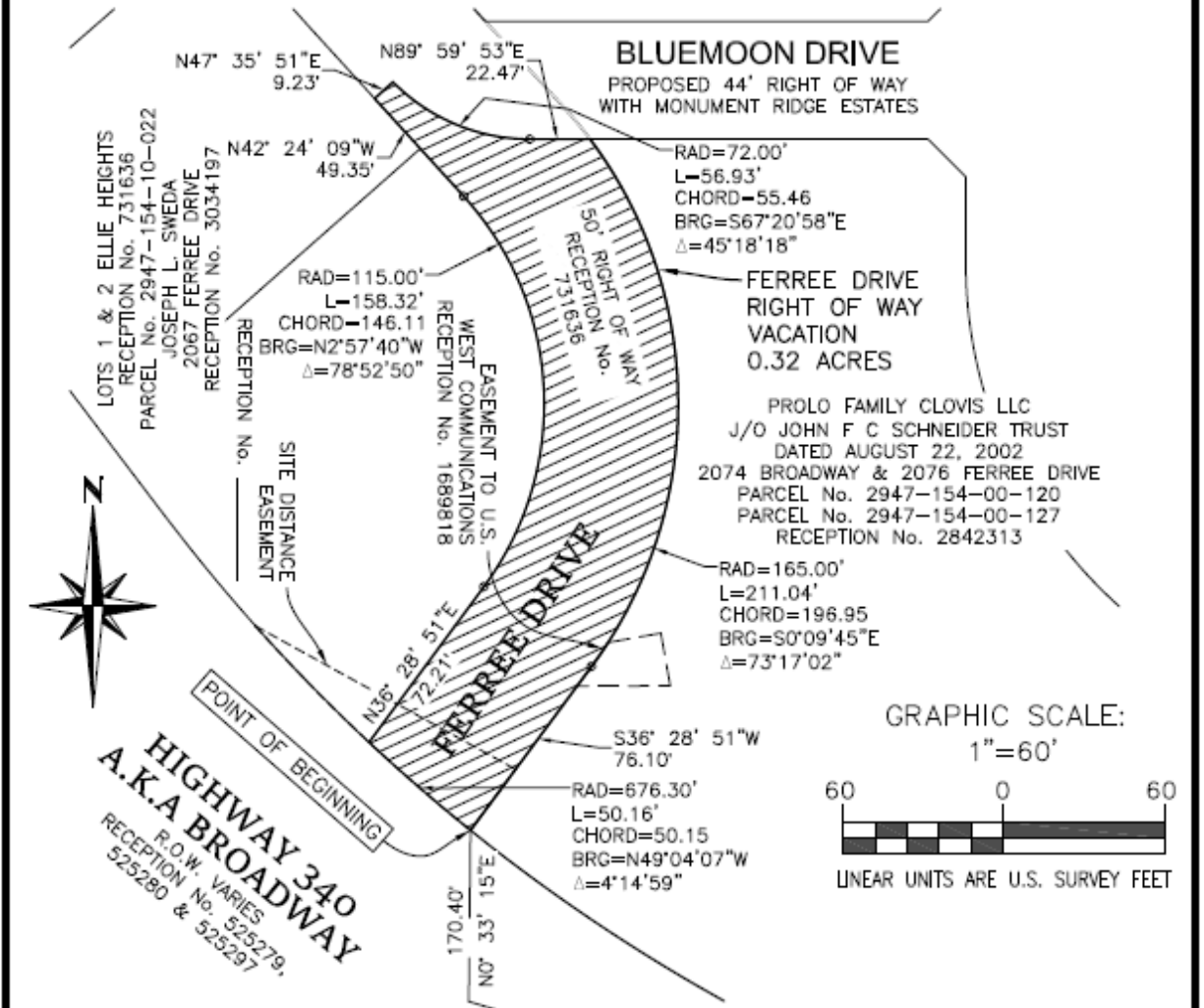
Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and ordered published in pamphlet form.

ATTEST:

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

\_\_\_\_\_  
Mayor

# EXHIBIT SKETCH



## LEGAL DESCRIPTION SKETCH

JOB: 2019-112 DATE: 6/27/2023  
 RIGHT OF WAY VACATION  
 MONUMENT RIDGE ESTATES  
 GRAND JUNCTION, COLORADO  
 SE1/4 OF SECTION 15  
 T11S, R101W, 6TH P.M.  
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



**POLARIS SURVEYING**  
 PATRICK W. CLICK P.L.S.  
 3194 MESA AVE  
 GRAND JUNCTION, CO 81504  
 PHONE (970)434-7038



**Grand Junction City Council**

**Regular Session**

**Item #7.a.ii.**

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**Meeting Date:** April 17, 2024  
**Presented By:** Timothy Lehrbach, Senior Planner  
**Department:** Community Development  
**Submitted By:** Tim Lehrbach, Senior Planner

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**Information**

**SUBJECT:**

An Ordinance Approving a Rezone of Approximately 0.43 Acres from I-2 (Industrial General) to CG (Commercial General) Located at 739 3rd Avenue

**RECOMMENDATION:**

The Planning Commission heard the request at its March 12, 2024 meeting and voted (7-0) to recommend approval of the request.

**EXECUTIVE SUMMARY:**

The applicant, NAK Property 2, LLC is requesting approval of a rezone from I-2 (Industrial General) to CG (Commercial General) on the approximately 0.43 acres at 739 3rd Avenue. The requested CG zone district implements the Comprehensive Plan Land Use Map designation of Commercial assigned to the subject property.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

The subject property, located at 739 3rd Avenue, is zoned I-2 (Industrial General). The One Grand Junction Comprehensive Plan changed the land use designation of the subject property and areas to the east and south from Industrial to Commercial. The I-2 zone district does not implement the Commercial land use designation. The Commercial land use designation provides concentrated areas of retail, services, and employment that support both City residents and those in the surrounding region. The Property Owner, NAK Property 2, LLC, has requested a rezone to CG (Commercial General) zoning. The purpose of the CG district is to provide for auto-oriented retail commercial and commercial services, wholesale, and warehouse facilities. The district is intended to be located along corridors where proximity to residential and walkable and mixed-use development is limited.

In addition to the CG zoning requested by the applicant, the following zone districts would also be consistent with the Commercial land use designation:

- a. MU-2 (Mixed-Use Light Commercial)
- b. P-2 (Public, Civic, and Institutional Campus)
- c. Planned Development (PD)

Surrounding properties to the east and south are zoned I-2 (Industrial General). The property to the north is zoned I-1 (Industrial Light). Properties fronting S 7th Street to the west are zoned CG (Commercial General).

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Comment Meeting regarding the proposed rezone request was held via zoom on Tuesday, January 30, 2024, in accordance with Section 21.02.030(c) of the Zoning and Development Code. The owner, City staff, and one neighbor were present.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject property was posted with application signs on each street frontage on February 19, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 1, 2024. The notice of the Planning Commission public hearing was published March 3, 2024 in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between March 5 and March 11, 2024, through the GJSpeaks platform. A public hearing was held before the Planning Commission at their March 12, 2024, regular meeting.

### **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(l)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

A. Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The One Grand Junction Comprehensive Plan changed the land use designation of the subject property from Industrial to Commercial. The CG (Commercial General) zone district implements the Commercial land use designation. In addition, the proposed rezone supports the following principles, goals, and strategies of the Comprehensive Plan:

*Plan Principle 2: Resilient and Diverse Economy.*

*Goal 1. Foster a vibrant, diverse, and resilient economy.*

*Strategy b. Employment Base.*

This strategy focuses on retention, expansion, incubation, and recruitment efforts that create jobs and import income. The range of allowed uses in the CG zone

district supports retail and commercial service uses not allowed in the existing I-2 (Industrial General) zone district and accommodates the growth of existing firms and the attraction of firms requiring a large-format retail footprint.

*Plan Principle 3: Responsible and Managed Growth*

*Goal 2. Encourage infill and redevelopment to leverage existing infrastructure.*

*Strategy a. Underutilized Properties.*

This strategy focuses on revitalization and adaptive reuse of existing vacant, blighted, or otherwise underutilized structures. Rezoning the subject property to CG enables a broader range of uses for reuse of the existing structure or redevelopment of the subject site in context with surrounding buildings and land use designations of Commercial and Mixed-Use.

*Plan Principle 4: Downtown and University Districts*

*Goal 3. Promote the continued reinvestment into Downtown, Riverfront, Rail, and University District's economy and built environment.*

*Strategy a.i. Diversification of Downtown Economic Base.*

This strategy focuses on the creation of a "Tech and Rec" hub within the Downtown and River Districts. The subject property is located within the South 7th Street Corridor of the Lower Downtown subarea. The existing structure, site, and vicinity are suitable for "Tech and Rec" uses, which are more readily accommodated by the CG zone district than by the existing I-2 district. The existing zoning on-site limits allowed uses to heavier industrial uses often including a substantial outdoor operations and storage component whereas the proposed rezone allows a range of retail, office, and consumer-oriented businesses.

*Plan Principle 7: Great Places and Recreation*

*Goal 4. Support a lively arts and culture community.*

*Strategy d. Infill and Redevelopment Support.*

This strategy encourages development that supports creative activities in the City's priority locations for urban intensification, including downtown. The CG zone district allows for a broad range of commercial and artisan industrial uses that complement the downtown core, promote the growth of creative industries, and are compatible with existing, adjacent commercial and industrial uses. The CG zone district also introduces (re)development site and structure standards appropriate to a vibrant, active South 7th Street corridor, consistent with the adopted vision for the Lower downtown subarea.

Staff finds this criterion is met.

B. Development Patterns. The proposed zoning will result in logical and orderly development pattern(s).

The subject property is located within the South 7th Street Corridor of the Lower Downtown subarea identified for Area-Specific Policies in the Comprehensive Plan. Properties within that corridor which front 7th Street are designated as Mixed Use on the Comprehensive Plan land use map. Areas to the east, outside the corridor, are a

mix of Commercial and Industrial land use designations. Appropriate rezoning within the commercial areas from the existing industrial zones will serve to create a transition area between the intended walkable vibrancy of the Mixed Use designated areas and the heavier, outdoor-intensive uses which characterize the Industrial designated areas. Zone districts such as CG or MU-2 (Mixed-Use Light Commercial) to implement the Commercial land use designation in this area will allow a mix of retail, service, office, and artisan industrial uses which complement both adjacencies. Site and Structure Development Standards, which do not apply to properties within the industrial zones, do apply to commercial zones. This ensures the incremental (re)development of a built environment supportive of the nearby South 7th Street and Downtown, which are envisioned as a mix of light commercial and residential uses at a pedestrian-oriented scale. The site is presently developed with an 18,228 square foot building with no on-site loading area or outside storage area. Existing conditions are more compatible with the predominantly indoor, customer-oriented uses allowed in the requested CG district than with the substantial outdoor and heavy vehicle and equipment components allowed in the I-2 district.

Staff finds this criterion is met.

C. Benefits. The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed rezoning.

The area within the vicinity of the subject property benefits from the redevelopment potential of rezoning underutilized industrially zoned properties to the commercial zone districts. As described under criteria (A) and (B), the range of uses and design standards applicable to the CG zone district will contribute to the implementation of Comprehensive Plan principles, goals, and strategies which promote business development generally and a transition area supportive of the desired character and function of adjacent Mixed Use and Industrial areas.

The citywide community benefits from the occupancy of underutilized properties with a mix of tax-generating and employment-creating business uses. Any proposed rezone to CG or MU-2 in this area not only contributes to a desired character area from which residents and visitors may benefit, but also promotes businesses which generate tax revenue, employment growth, and industry clusters which may not otherwise proliferate in the more limited industrial zones.

Staff finds this criterion is met.

## **FINDINGS OF FACT AND RECOMMENDATION**

After reviewing the NAK Property 2, LLC rezone request, RZN-2024-57, for a rezone from I-2 (Industrial General) to CG (Commercial General), located at 739 3rd Avenue, the following findings of fact have been made:

1. The request has met the burden of proof identified in Section 21.02.050(I)(3)(ii) of the Zoning and Development Code.



Therefore, the Planning Commission recommended approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact from the proposed rezone.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5215, an ordinance zoning approximately 0.43 acres from I-2 (Industrial General) to CG (Commercial General), located at 739 3rd Avenue, on final passage and order final publication in pamphlet form.

**Attachments**

1. Exhibit 1 - Development Application
2. Exhibit 2 - Site Maps
3. Exhibit 3 - Planning Commission Minutes - 2024 - March 12 - DRAFT
4. Exhibit 4 - Proposed Rezone Ordinance 20240409docx



# Development Application

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

Petition For: Rezone

Please fill in blanks below <b>only</b> for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:			
Existing Land Use Designation:	<u>Unknown</u>	Existing Zoning:	<u>I-2</u>
Proposed Land Use Designation:	<u>Retail</u>	Proposed Zoning:	<u>CG</u>

### Property Information

Site Location: LOT 2 LOFFREDA SUB SEC 23 1S 1W UM Site Acreage: 0.43

Site Tax No(s): Parcel #: 2945-231-41-002 Account #: R093228 Site Zoning: I-2

Project Description: Rezone from I-2 to CG.

### Property Owner Information

Name: NAK Property 2, LLC

Street Address: 739 3rd Ave

City/State/Zip: Grand Junction, CO

Business Phone #: 9703908816

E-Mail: nkrehbiel@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Nathan Krehbiel

Contact Phone #: (970)390-8816

### Applicant Information

Name: Same

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

### Representative Information

Name: Same

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

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

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

Signature of Person Completing the Application: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please print and sign*

Signature of Legal Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please print and sign*

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) NAK Property 2, LLC ("Entity") is the owner of the following property:

(b) LOT 2 LOFFREDA SUB SEC 23 1S 1W UM - 18774SF/0.43AC or 739 3rd Ave Grand Junction, CO 81501

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) \_\_\_\_\_

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

Printed name of person signing: Nathan Krehbiel

State of Colorado

County of Eagle ) ss.

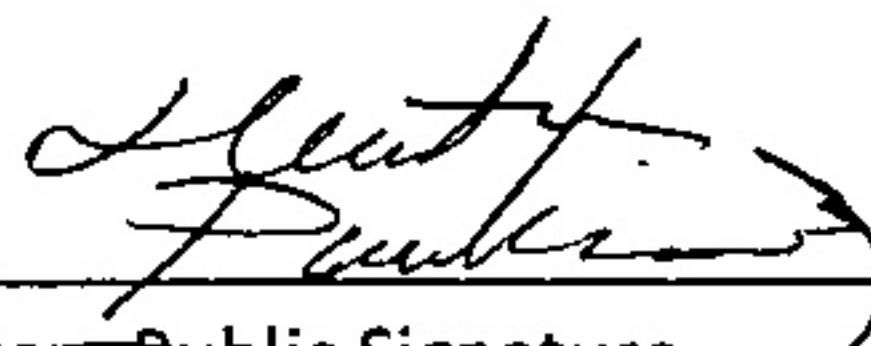
Subscribed and sworn to before me on this 17<sup>th</sup> day of January, 20 24

by Nathan Krehbiel

Witness my hand and seal.

My Notary Commission expires on 03/23/2027

**HECTOR PALACIOS ESTRADA**  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194003484  
My Commission Expires 3/23/2027

  
Notary Public Signature

E-RECORDED

RETURN RECORDED DOCUMENT TO:  
NAK Property 2, LLC, a Colorado Limited Liability Company  
P.O. Box 203, Red Cliff, CO 81649

Document Fee: \$89.50

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 29th day of November, 2023, is made between Allen J. Munro, L.L.C., a Colorado Limited Liability Company ("Grantor"), of the County of Mesa and the State of Colorado.

AND

NAK Property 2, LLC, a Colorado Limited Liability Company ("Grantee"), of the County of Eagle and the State of Colorado, whose legal address is P O Box 203, Red Cliff, CO 81649.

WITNESS, that the Grantor(s), for and in consideration of EIGHT HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$895,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of Mesa and State of Colorado, described as follows:

Lot 2 of  
LOFFREDA SUBDIVISION,  
County of Mesa, State of Colorado

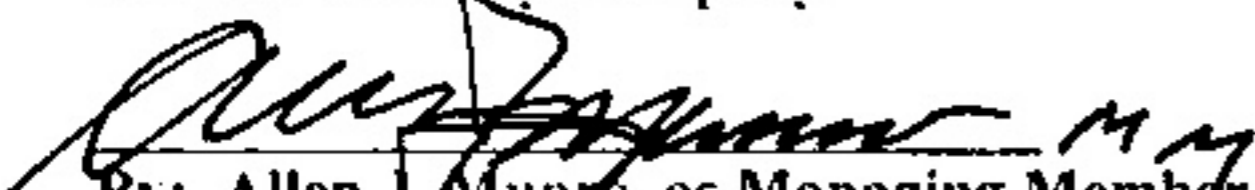
ALSO KNOWN AS 739 Third Avenue, Grand Junction, CO 81501

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, warrants title to the same against all persons claiming by, through or under the Grantor, subject to the Statutory Exceptions

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

Allen J. Munro, L.L.C., a Colorado  
Limited Liability Company

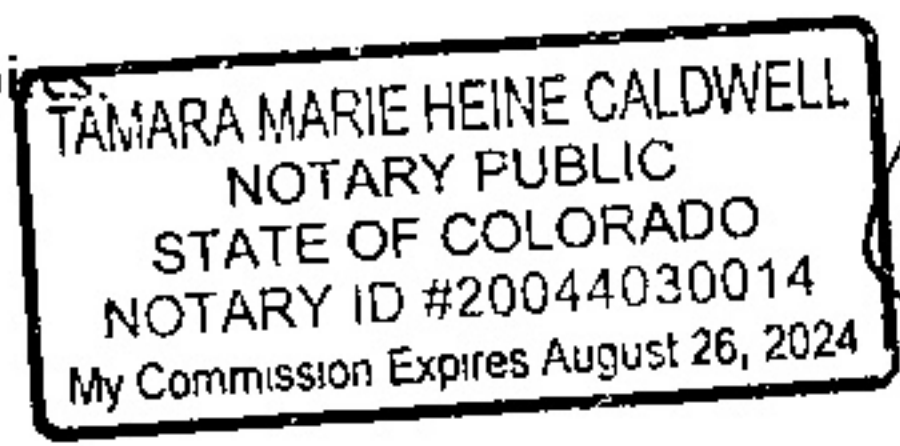
  
By: Allen J. Munro, as Managing Member

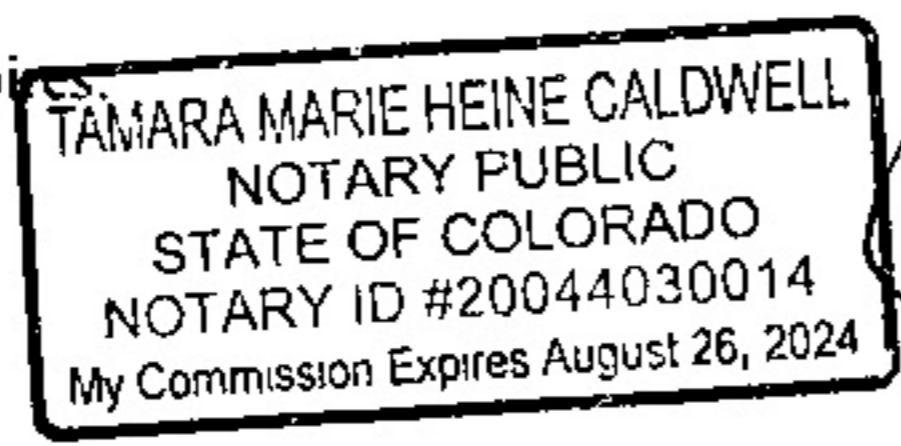
State of : Colorado

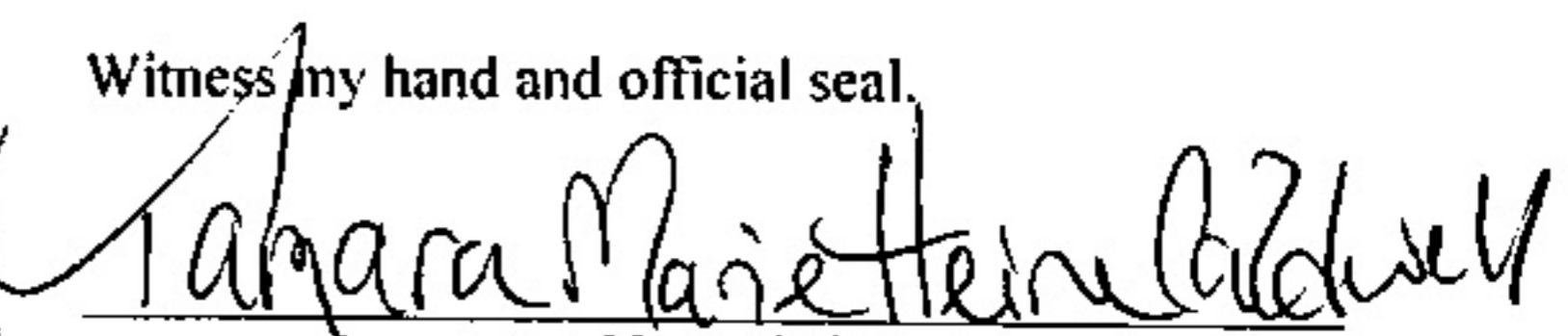
County Of Mesa

}  
}  
} ss.  
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this November 29, 2023, by Allen J. Munro, as Managing Member of Allen J. Munro, L.L.C., a Colorado Limited Liability Company

My Commission expires  Witness my hand and official seal.



  
Notary Public

\*\*If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)

**STATEMENT OF AUTHORITY**

**E-RECORDED**

1. This Statement of Authority relates to an entity named: **NAK Property 2, LLC**
2. The Entity is a: **Limited Liability Company**
3. The Entity is formed under the laws of: **Colorado**
4. The mailing address for the entity is:  
**P.O. Box 203, Red Cliff, CO 81649**
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are:
6. **Nathan Krehbiel, as Managing Member  
Ashleigh Krehbiel, as Managing Member.**
7. The authority of the foregoing person(s) to bind the entity is **not limited**.
8. Other matters concerning the manner in which the entity deals with interests in real property: **NONE**
9. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: November 29, 2023

**NAK Property 2, LLC, a Colorado Limited Liability Company**



**By: Nathan Krehbiel, as Managing Member**

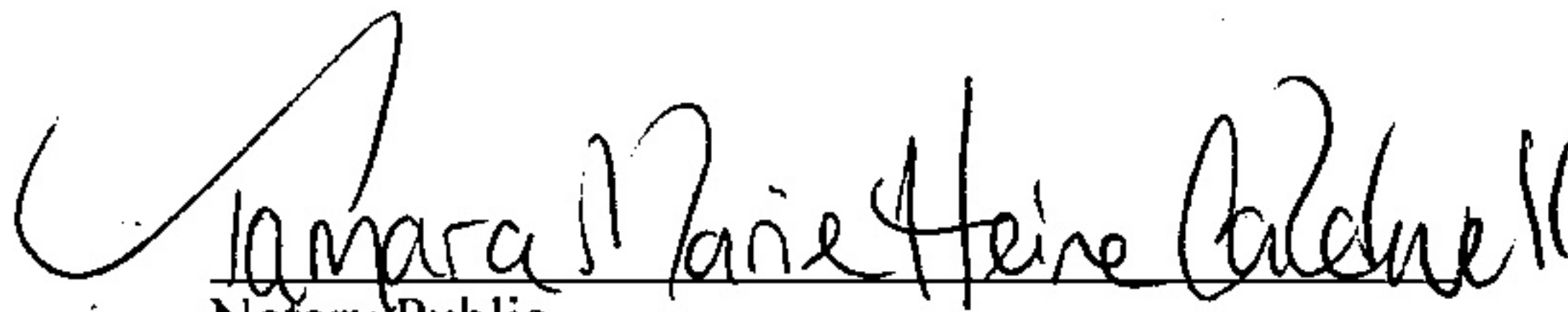
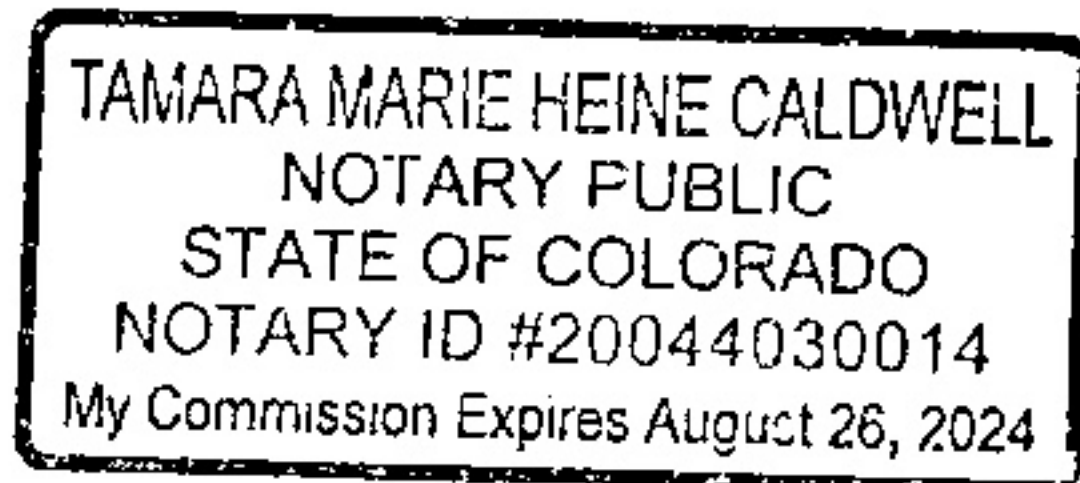
STATE OF: Colorado

COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this 29th day of November, 2023, by **Nathan Krehbiel, as Managing Member of NAK Property 2, LLC, a Colorado Limited Liability Company**

Witness my hand and seal.

My commission expires:

  
Notary Public

NAK Property 2, LLC  
739 3rd Ave  
Grand Junction, CO 81505

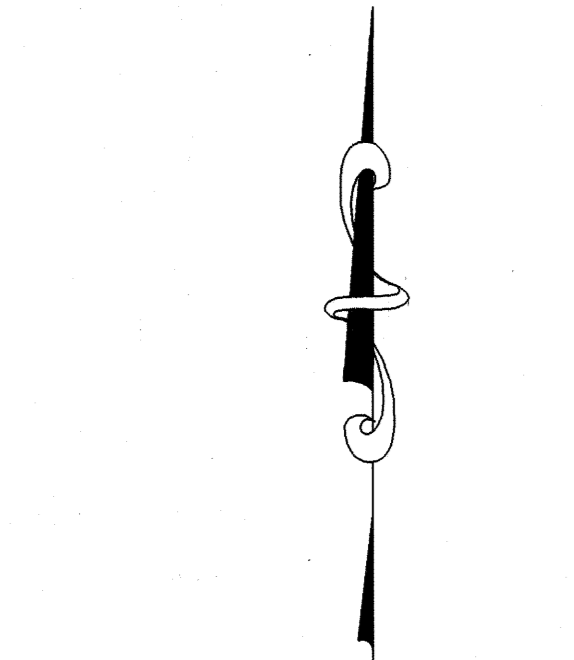
RE: LEGAL DESCRIPTION

LOT 2 LOFFREDA SUB SEC 23 1S 1W UM - 18774SF/0.43AC

FOR CITY USE ONLY  
TYPE OF DOCUMENT BOOK PAGE

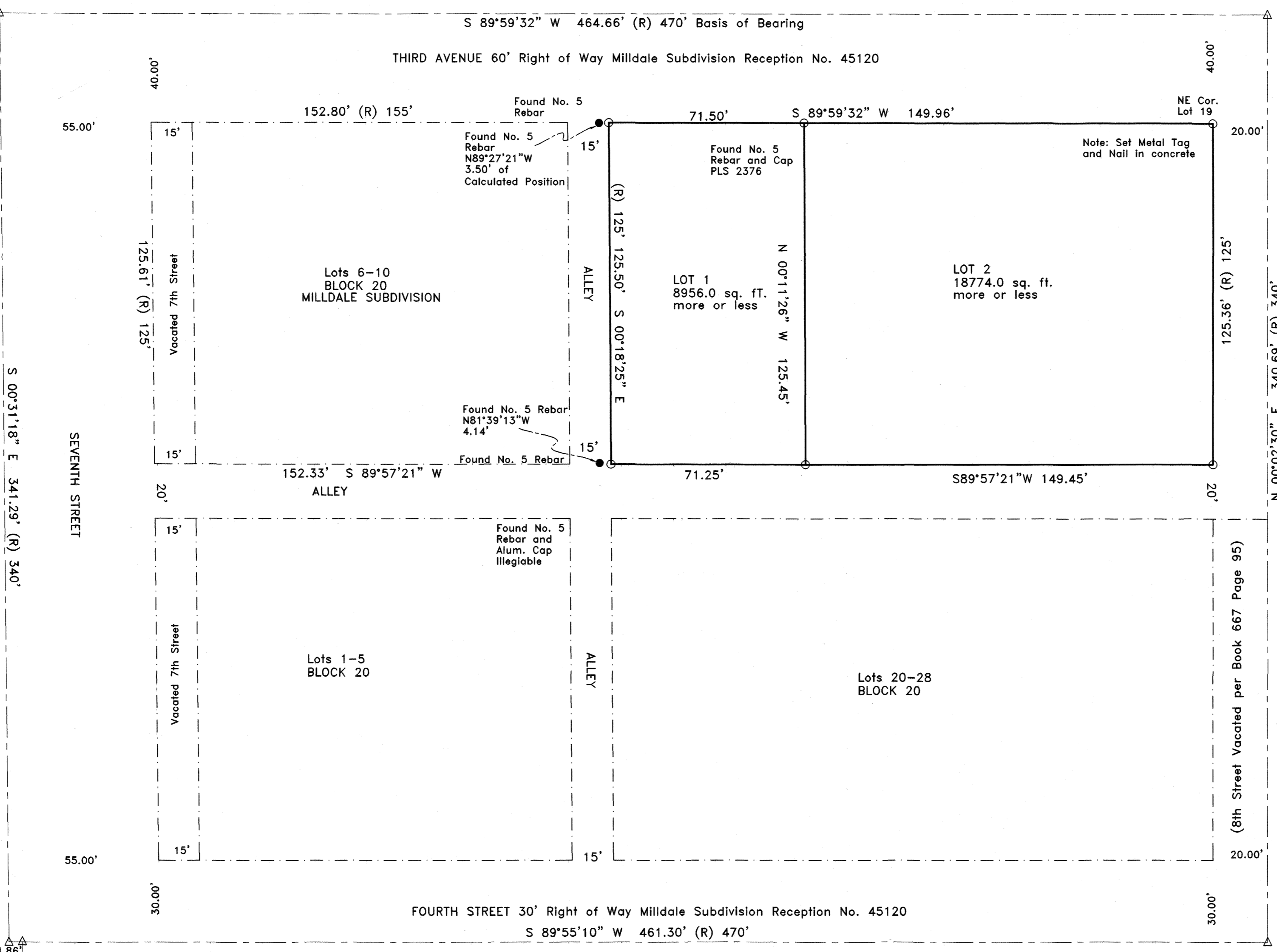
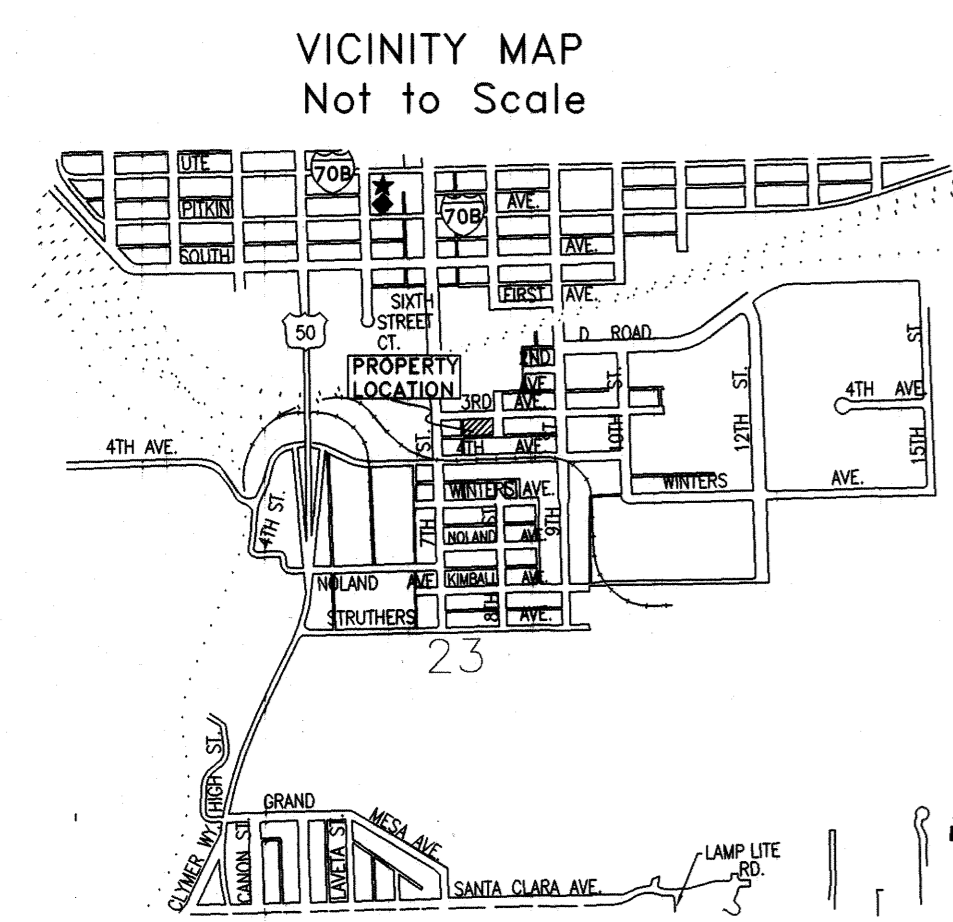
# LOFFREDA SUBDIVISION

A REPLAT OF LOTS 11 THROUGH 19  
IN BLOCK 20 OF MILDDALE SUBDIVISION  
LOCATED IN THE NE 1/4 OF SECTION 23, TOWNSHIP  
1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN



ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET  
§38-51-106 (1) (I) C.R.S.

- LEGEND**
- △ CITY MONUMENT
  - FOUND NO. 5 REBAR AND CAP AS NOTED
  - SET NO.5 REBAR/CAP MONUMENT P.L.S. 24943
- AREA SUMMARY**
- |         |        |         |      |
|---------|--------|---------|------|
| LOTS    | 27,730 | SQ. FT. | 100% |
| STREETS | 0.0    |         | 0%   |
| TOTAL   | 27,730 | SQ. FT. | 100% |
- LIST OF ABBREVIATIONS**
- MCSM MESA COUNTY SURVEY MARKER
  - FIND FOUND
  - +/- MORE OR LESS
  - SEC. SECTION
  - T TOWNSHIP
  - R RANGE
  - BLM BUREAU OF LAND MANAGEMENT
  - COR CORNER
  - N. S. E. W. NORTH, SOUTH, EAST OR WEST
  - sq. ft. SQUARE FEET
  - U.M. UTE MERIDIAN
  - PLS PROFESSIONAL LAND SURVEYOR
  - ALUM ALUMINUM
  - (R) RECORDED DISTANCE OR BEARING



**LIENHOLDER'S RATIFICATION OF PLAT**

The undersigned, Timberline Bank, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its security interests which are recorded in Book 5302 at Page 108, Reception No.2611595, of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

By: Mark Probst  
Title: President

STATE OF Colorado )  
COUNTY OF Mesa )ss

The foregoing Lienholder's Ratification of Plat was acknowledged before me by Jeffrey Taets  
for Timberline Bank, on this 13<sup>th</sup> day of May 2013  
for Louise R. M. Jordan  
Notary Public  
My Commission expires: 5-19-2013

**LIENHOLDER'S RATIFICATION OF PLAT**

The undersigned, Wells Fargo Bank, N.A., hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its security interests which are recorded in Book 5193 at Page 263, Reception No.2583041, of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

By: Carol Skubic, VP  
Title: Vice President

STATE OF COLORADO )  
COUNTY OF Mesa )ss

The foregoing Lienholder's Ratification of Plat was acknowledged before me by Carol Skubic  
for Wells Fargo Bank, N.A. as its Vice President on this 17<sup>th</sup> day of May 2013

Notary Public: Ruth A. Partzka  
My Commission expires: August 31, 2016

**TITLE CERTIFICATION**

We, Abstract and Title Company of Mesa County, Inc. as duly licensed in the State of Colorado, hereby certify that we have examined the Title to the hereon described property, that we find the title to the property vested to Allen J. Munro, LLC, A Colorado Limited Liability Company, the current taxes have been paid; that all mortgages not satisfied or released or record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon. TAXES FOR 2012 PAID AS OF AUGUST 21, 2013

By: Barbara A. Griffin  
Title Examiners signature  
Printed Name BARBARA A. GRIFFIN  
Executed this 21<sup>st</sup> day of August, 2013

**TITLE CERTIFICATION**

We, Abstract and Title Company of Mesa County, Inc. as duly licensed in the State of Colorado, hereby certify that we have examined the Title to the hereon described property, that we find the title to the property vested to KnowMoore LLC, A Colorado Limited Liability Company, the current taxes have been paid; that all mortgages not satisfied or released or record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon. AS OF AUGUST 20, 2013 AND TAXES FOR 2012 PAID

By: Barbara A. Griffin  
Title Examiners signature  
Printed Name BARBARA A. GRIFFIN  
Executed this 21 day of August, 2013

**DEDICATION:**  
KNOW ALL MEN THESE PRESENTS:  
That KnowMoore, LLC and Allen J. Munro LLC, a Colorado Limited Liability Company are the owners of that real property as described in Book 4530 at Page 641 (Reception Number 2406335) and Book 5191 at Page 52 (Reception Number 2582428) as recorded in the Mesa County Clerk and Recorder's Office.  
Said property described as: Lots 11 through 19 inclusive in Block 20 Milldale Subdivision, City of Grand Junction, County of Mesa and State of Colorado.  
That said owner does hereby dedicate and set apart that real property as labeled on the accompanying plat as follows:  
That said owner has caused that real property to be laid out and surveyed as LOFFREDA SUBDIVISION.  
All streets, roads and rights of way are dedicated to the City of Grand Junction for the use of the public forever.  
All lienholders appear hereon.  
IN WITNESS said owners have caused their names to be hereunto subscribed  
this 21<sup>st</sup> day of August A.D. 2013  
Allen J. Munro Kirk Knowles  
Allen J. Munro, Managing Member Kirk Knowles, Managing Member  
Allen J. Munro LLC, a Colorado Limited Liability Company. Knowmoore LLC

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August AD 2013 by Allen J. Munro and Kirk Knowles, AS MANAGING MEMBER OF KNOWMOORE LLC, A COLORADO LIMITED LIABILITY COMPANY  
My commission expires \_\_\_\_\_  
Notary Public Diane Hagen  
DIANE HAGEN  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 07/29/2014

CLERK AND RECORDER'S CERTIFICATE  
STATE OF COLORADO )  
COUNTY OF MESA )ss  
I hereby certify that this instrument was filed in my office at 12:12 O'clock PM  
this 4<sup>th</sup> day of September A.D. 2013  
Book 5522 Pages 355, Reception Number 2667546  
Drawer No. 22-65 Fees \$10+1  
Sheila Reiner Rose Tojaya  
Clerk and Recorder Deputy

CITY OF GRAND JUNCTION APPROVAL  
This plat of Loffreda Subdivision, City of Grand Junction, Mesa County, Colorado was approved this 23 day of August A.D. 13  
[Signature] [Signature]  
City Manager President of City Council

**SURVEYOR'S CERTIFICATE**

I, Cecil D. Caster, do hereby certify that, to the best of my knowledge, information, and belief, the accompanying plat of LOFFREDA SUBDIVISION is a true and accurate representation of a field survey made under my direct supervision, and all information pertinent to said survey is shown on this plat. This survey is in accordance with applicable standards of practice for the State of Colorado and is not a guaranty of warranty, either expressed or implied.

CECIL D. CASTER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
P.L.S. No. 24943

Basis of Bearing: A bearing of S89°59'32"W has been determined per the Mesa County GIS information between the City of Grand Junction Monuments located 7th Street and 3rd Avenue and 8th Street and Third Avenue.

**MONUMENT SURVEYING INC.**  
3094 Pinyon Place  
Grand Junction, CO 81504  
(970) 245-4189

DESIGNED \_\_\_\_\_ FIELD APPROVAL BKH  
DRAWN CDC TECHNICAL APPROVAL \_\_\_\_\_  
CHECKED CDC APPROVED 05/09/13

PREPARED FOR: Joe Loffreda JOB NO. \_\_\_\_\_

NAK Property 2, LLC  
739 3rd Ave  
Grand Junction, CO 81505

RE: GENERAL PROJECT REPORT

This is a request to rezone 739 3rd Ave from Industrial General (I-2) to Commercial General (CG). Rezoning to CG allows for commercial uses not currently allowed by I-2 zoning.

This rezoning request is in line with the City of Grand Junctions Comprehensive Plan. According to the Comprehensive Plan Chapter 3: Land Use and Growth, the above address should transition from Industrial to Commercial indicated by the land use map on page 59. Therefore rezoning to CG is generally consistent with the City's plans for this area.

Furthermore, the above property is situated on the edge of the currently industrial zoned area. As this area transitions to commercial zoning it makes sense to start from the edge. Therefore, rezoning is a logical and orderly development pattern.

Lastly, there is an overall benefit to the community as expanding the uses allowed on this property will bring a wider variety of businesses to the area increasing activity and therefore visibility of other businesses.



## Neighborhood Comment Meeting Notes

Topic of Discussion:

Rezoning of 739 3rd Ave

Venue:

The meeting was held digitally with Google Meets.

Attendees:

Nathan Krehbiel

Daniel West

Tim Lehrbach

Start: 1830 January 30th, 2024

End: 1847 January 30th, 2024

Notes:

Mr. Krehbiel opened the meeting with a description of proposed rezoning with the purpose of broadening the commercial uses for the building to include retail. He also reported that there is a river supply business that wants to lease retail space in the building. He also reported there is interest from the CCA to lease space in the building as well.

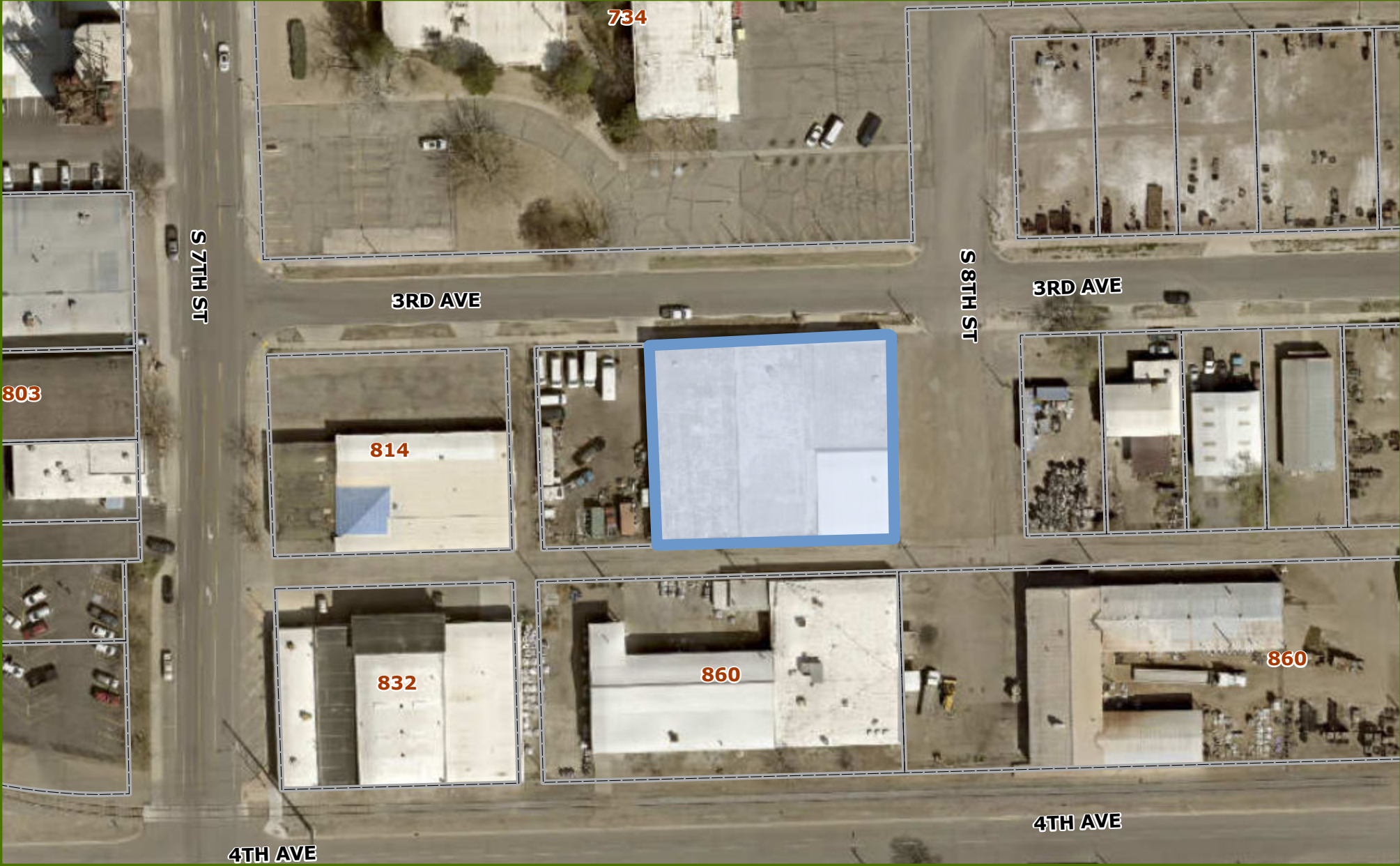
Mr. Lehrbach commented on the city council process reporting that there will be three meetings to pass the rezoning. He also reported that rezoning is in line with the city's comprehensive plan for the area.

Mr. Krehbiel and Mr Lehrbach both encouraged questions.

Mr. West reported via written message that his microphone was not working. He did not send any questions.

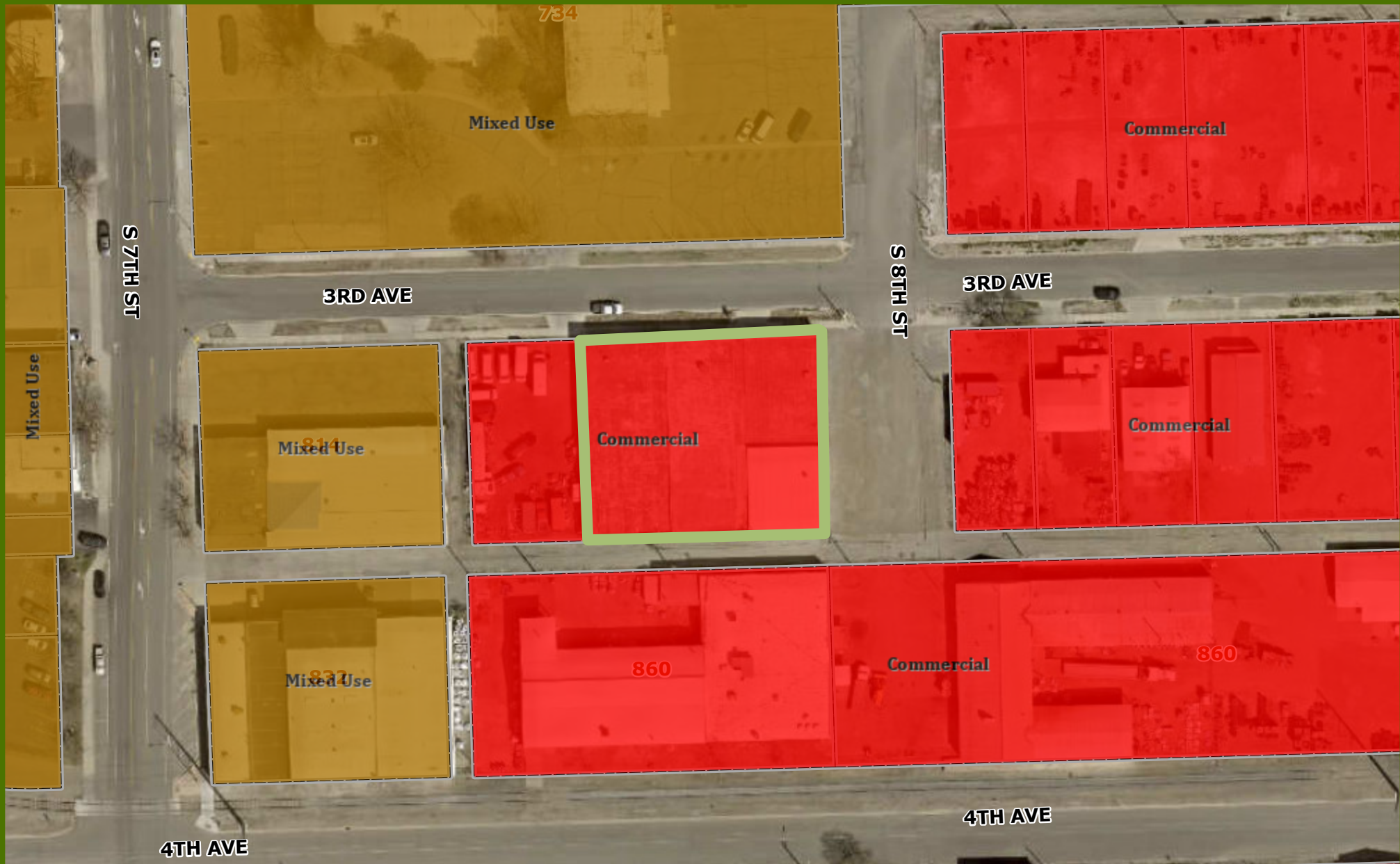
The meeting was concluded.

# Location Map



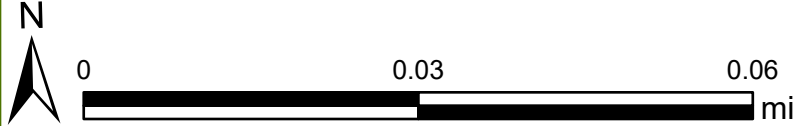
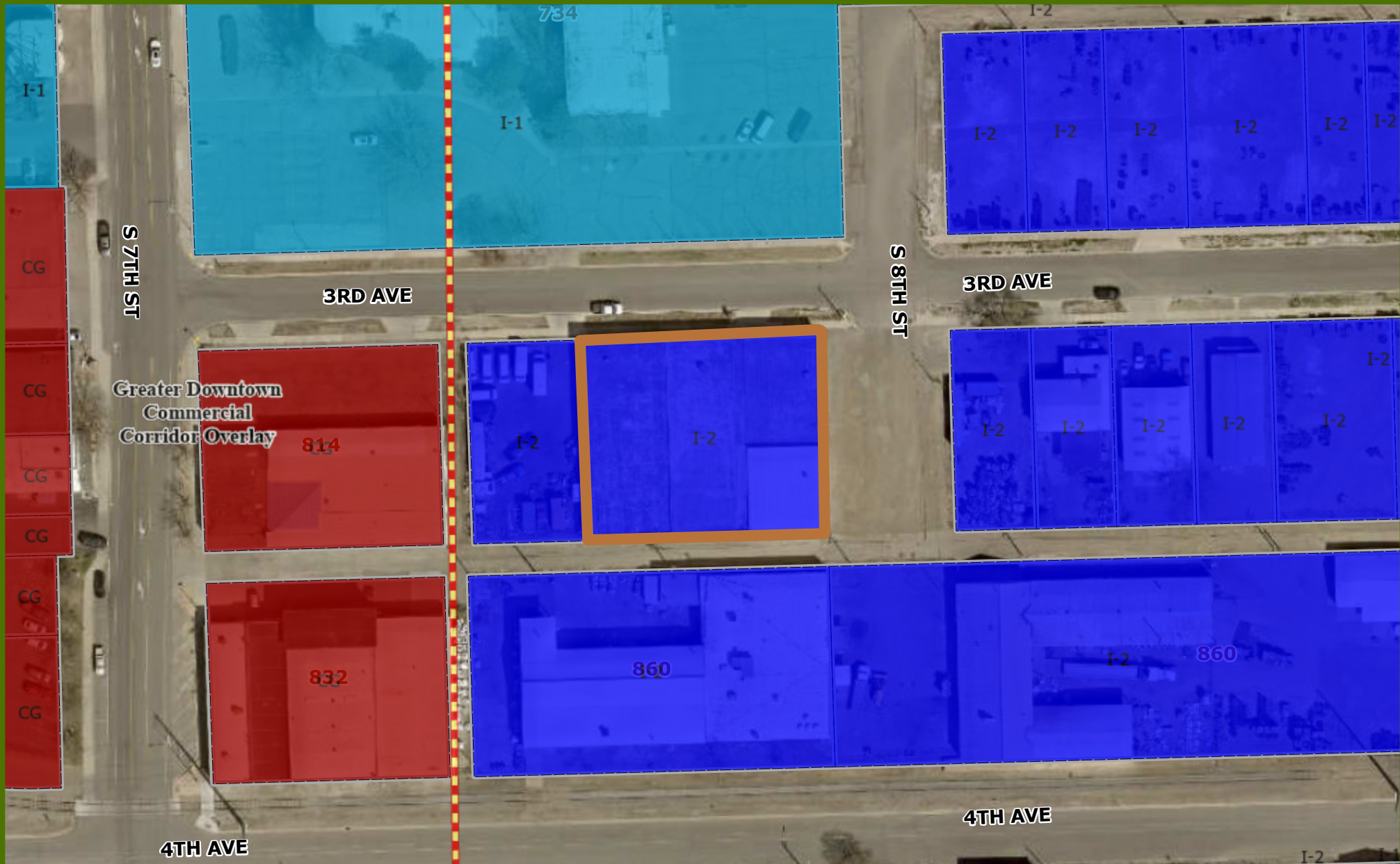
Printed: 2/21/2024  
1 inch equals 83 feet  
Scale: 1:1,000  
Packet Page 242

# Comprehensive Plan Map



Printed: 2/21/2024  
1 inch equals 83 feet  
Scale: 1:1,000  
Packet Page 243

# Existing Zoning Map



Printed: 2/21/2024  
1 inch equals 83 feet  
Scale: 1:1,000  
Packet Page 244

**GRAND JUNCTION PLANNING COMMISSION**  
**March 12, 2024, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Melanie Duyvejonck, Sandra Weckerly, Kim Herek, and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Jessica Johnsen (Senior Planner), Dave Thornton (Principal Planner), Tim Lehrbach (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 11 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 February 13, 2024.

**REGULAR AGENDA**

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**1. Ferree ROW Vacation**

**VAC-2023-111**

Consider a request by Monument Ridge Estates LLC., Lawrence Balerio, to vacate 0.32 acres of Ferree Drive right-of-way.

**Staff Presentation**

Jessica Johnsen, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Representative Kim Kerk with Kim Kerk Land Consulting provided additional context on the request and was available for questions.

**Questions for staff and applicant**

Chairman Teske asked for confirmation that the vacated land would be granted to the property owner to the West and wondered if they had expressed any concerns with the vacation. He also asked for confirmation on the City's intent to maintain a utility easement over the entirety of the vacated area.

Commissioner Weckerly asked how sight distance would be retained following the vacation.

Commissioner Ehlers asked about the timeline of the ROW vacation in reference to the development of Monument Ridge Estates. He also asked if there would be any issues with the

vacation process should the referenced streets in Monument Villas change names before the vacation was completed.

Kim Kerk provided an update on the progress of development for Monument Ridge Estates.

### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 5:50 p.m. on March 12, 2024.*

### **Discussion**

#### **Motion and Vote**

Commissioner Secret made the following motion “Mr. Chairman, on the Ferree Drive – Public Right-Of-Way Vacation located north of Broadway (Hwy 340), on the southeastern portion of Ferree Drive, City file number VAC-2023-111, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report.”

*Commissioner Ehlers seconded; motion passed 7-0.*

## **2. Fire Station #7 Annexation**

**ANX-2023-740**

Consider a request by the City of Grand Junction to zone 3.744 acres from County RSF-R (Residential Single Family Rural) to RM-8 (Residential Medium 8) located at 2351 H Road.

#### **Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for staff and applicant**

#### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

Dylan Frye called attention to the irrigation canal on the South side of the property.

*The public comment period was closed at 6:02 p.m. on March 12, 2024.*

### **Discussion**

#### **Motion and Vote**

Commissioner Scissors made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 2351 H Road, City file number ANX-2023-740, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Secret seconded; motion passed 7-0.*

### **3. Monument Villas Comp Plan Amendment & Rezone CPA-2023-783 & RZN-2023-784**

Consider a request by D&B Broadway Monument, LLC for a Comprehensive Plan Amendment for 4.23 acres from Commercial to Residential Medium (5.5 to 12 du/ac) and rezone the 4.23 acres from Mixed Use Neighborhood (MU– 1) to RM-8 (Residential Medium - 8).

#### **Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Jeffrey Fleming with Colorado Land Advisor Ltd., expanded on the staff presentation and was available for questions.

#### **Questions for staff and applicant**

#### **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 6:28 p.m. on March 12, 2024.*

#### **Discussion**

Discussion ensued about the minimum density requirements in the MU-1 zone district.

Commissioner Ehlers agreed with the staff that this area had not developed as a neighborhood center as projected in the 2010 Comp Plan so the rezone to strictly residential made sense.

#### **Motion and Vote**

Commissioner Scissors made the following motion “Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 2152 Broadway & 2155 Monument Lane, City file number CPA-2023-783, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

*Commissioner Weckerly seconded; motion passed 7-0.*

Commissioner Scissors made the following motion “Mr. Chairman, on the Rezone request for the property located at 2152 Broadway & 2155 Monument Lane, City file number RZN-2024-784, I

move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Medium.”

*Commissioner Weckerly seconded; motion passed 7-0.*

**4. Lange Annexation** **ANX-2023-754**

Consider a request by James N. Lange to zone 1.65 acres within the Lange Annexation to R-8 (Residential – 8 du/ac) located at 2908 Kennedy Avenue.

*This item was rescheduled to a future meeting to be determined.*

**5. NAK Properties Rezone** **RZN-2024-57**

Consider a request by NAK Property 2, LLC to rezone 0.43 acres from I-2 (Industrial General) to CG (Commercial General) located at 739 3rd Avenue.

**Staff Presentation**

Tim Lehrbach, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Nathan Krehbiel was present and available for questions.

**Questions for staff**

**Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, March 5, 2024, 2024, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

There were no public comments.

*The public comment period was closed at 6:50 p.m. on March 12, 2024.*

**Discussion**

Commissioners expressed their appreciation for staff’s presentation and their agreement with the rezone request.

**Motion and Vote**

Commissioner Secret made the following motion “Mr. Chairman, on the rezone request for the property located at 739 3rd Avenue, City file number RZN-2024-57, I move that the Planning Commission forward a recommendation of approval to the City Council with the findings of fact as listed in the staff report.”

*Commissioner Scissors seconded; motion passed 7-0.*

**OTHER BUSINESS**

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**ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting.  
*The vote to adjourn was 7-0.*

The meeting adjourned at 6:53 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING APPROXIMATELY 0.43 ACRES FROM I-2  
(INDUSTRIAL GENERAL) TO CG (COMMERCIAL GENERAL) ZONE DISTRICT  
LOCATED AT 739 3RD AVENUE**

Recitals:

The property owner, NAK Property 2, LLC, proposes a rezone from I-2 (Industrial General) to CG (Commercial General) on a total of 0.43 acres located at 739 3<sup>rd</sup> Avenue.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from I-2 (Industrial General) to CG (Commercial General) for the property, finding that it is consistent with the 2020 One Grand Junction Comprehensive Plan Land Use Map designation of Commercial and the Comprehensive Plan's goals and policies.

After public notice and public hearing, the Grand Junction City Council finds that rezoning from I-2 (Industrial General) to CG (Commercial General) for the property is consistent with the vision, intent, goals, and policies of the Comprehensive Plan. The City Council also finds that the request for rezone to the CG (Commercial General) zone district meets the stated criteria of Section 21.02.050(l)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The following property is hereby zoned CG (Commercial General):

A parcel of land being LOT 2, LOFFREDA SUBDIVISION, same as recorded at Reception No. 3080195, situated in Northeast 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, Colorado.

Said parcel of land CONTAINING 18,774 Square Feet or 0.43 Acres, more or less.

**INTRODUCED** on first reading this 3rd day of April 2024 and ordered published in pamphlet form.

**ADOPTED** on second reading this 17th day of April 2024 and ordered published in pamphlet form.

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

ATTEST:

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



## Grand Junction City Council

### Regular Session

Item #7.a.iii.

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**Meeting Date:** April 17, 2024

**Presented By:** John Shaver, City Attorney, Trenton Prall, Engineering & Transportation Director

**Department:** Engineering & Transportation

**Submitted By:** Trent Prall, Engineering and Transportation Director

---

### Information

#### **SUBJECT:**

An Ordinance Amending Ordinance 4991 Concerning the City - Las Colonias Development Corporation Master Lease and the Second Amendment thereto for Purposes of Amending the Description of Site M for the Purpose of Facilitating the Development of Oak Star Bank on Site M at the Las Colonias Business Park

#### **RECOMMENDATION:**

Conduct a public hearing and approve Ordinance \_\_\_\_ on second reading and authorize and order final publication in pamphlet form.

#### **EXECUTIVE SUMMARY:**

The proposed ordinance amends the Las Colonias Development Corporation to amend the leaseable boundary for Pad M to the south.

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

In November 2017, with adoption of Resolution 69-17, the City Council authorized and approved actions furthering the development of 15 acres of the Las Colonias property known as the Las Colonias Business Park. The redevelopment was anticipated to occur pursuant to a Master Lease from the City to the Las Colonias Development Corporation (LCDC). The Master Lease was considered and approved by the City Council in accordance with the City Charter.

In November 2019, City voters approved an amendment to the City Charter, which allowed the City to lease certain property, including the Las Colonias Business Park, for a term of up to 99 years. The Charter amendment affirmed the City Council's right to

lease the property for a term of not to exceed 99 years. The Master Lease was amended to provide the same.

The LCDC has subleased three of the developable sites and otherwise facilitated the development of two of those sites within the Las Colonias Business Park by commercial subtenants in accordance with the Master Lease, as amended. Recently a developer and LCDC have agreed to lease terms for a fourth site, Lease Parcel M; however, for that site to develop the area of the site as provided in the Master Lease as amended needs to be revised.

The City Council, by and with approval of this Ordinance, does amend the description of Site M provided in the Master Lease as amended and does authorize the Second Amendment to the Master Lease and Development Agreement for Las Colonias Business and Recreation Park all in furtherance of the LCDC sublease of Lease Parcel M to Oak Star Bank on the area shown in the attached legal description. The form of the Second Amendment to the Master Lease and Development Agreement for Las Colonias Business and Recreation Park shall be reviewed and approved by the City Attorney and, with his advice and approval, shall be executed by the City Manager.

**FISCAL IMPACT:**

Amending the lease has no direct financial impact to the City. The amended lease area will allow Oakstar Bank to construct a new facility within the commercial/retail area at Las Colonias. The facility will also have up to two additional tenants that could generate future sales tax.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No.5216, an ordinance to amend Ordinance 4991 concerning the City-Las Colonias Development Corporation Master Lease and the Second Amendment thereto for Purposes of Amending the Description of Site M for the purpose of facilitating the development of Oak Star Bank on Site M at the Las Colonias Buisness Park and authorize and order final publication in pamphlet form.

**Attachments**

- 1. Las Colonias PadM Lease Amendment Vicinity Map
- 2. Lease Parcel Add to Master 4 legal UPDATED
- 3. Lease Parcel Add to Master 4 exhibit UPDATED
- 4. Master Lease Amendment 2 DRAFT 20240313
- 5. ORD-LCDC Second Amend Oak Star 20240314



Vicinity of Amendment Area

M

Riverfront at Las Colonias  
Lease Amendment Location Map

# ADDITION TO LAS COLONIAS MASTER LEASE PARCEL 4

Parcel No. 2945-231-00-052  
(Rec. No. 1796705)

## Legal Description

A parcel of land being a portion of that tract of land described in Reception Number 1796705 located in Government Lot 4, also known as the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 4 of Section 24 whence the north line of said Lot 4 bears S89°56'29"W with all other bearings contained herein being relative thereto; thence S79°49'18"W, a distance of 672.48 feet to a point on the southerly boundary of the existing Master Lease Parcel 4 being the Point of Beginning; thence the following two (2) courses along an existing chain link fence line and the extension thereof, 1) S17°22'19"W, a distance of 114.00 feet; 2) S02°40'11"W, a distance of 61.98 feet; thence 216.83 feet along the arc of a 6,376.68 foot radius curve concave Southerly, through a central angle of 01°56'54" whose chord bears S85°06'35"E, 216.82 feet; thence 79.74 feet along the arc of a 221.47 foot radius curve concave Southwesterly, through a central angle of 20°37'41" whose chord bears S73°49'16"E, 79.31 feet to a point on said existing Boundary Line of Master Lease Parcel 4; thence the following courses along said existing Boundary Line of Master Lease Parcel 4; N62°25'06"W, a distance of 195.02 feet; thence 48.11 feet along the arc of a 100.00 foot radius curve concave Southwesterly, through a central angle of 27°34'00" whose chord bears N76°12'11"W, 47.65 feet; thence N89°59'11"W, a distance of 67.15 feet; thence N16°53'32"E, a distance of 113.60 feet; thence 2.20 feet along the arc of a 409.27 foot radius curve concave Southwesterly, through a central angle of 00°18'26" whose chord bears N65°22'33"W, 2.20 feet to the Point of Beginning.

Said parcel of land containing 12,048 Square Feet or 0.28 Acres, more or less as described.

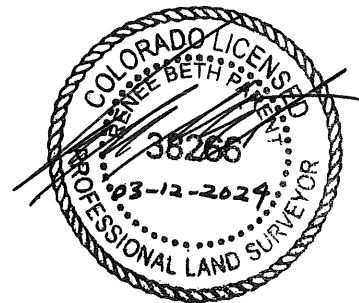
Authored by:

Renee B. Parent, CO LS #38266

City Surveyor, City of Grand Junction

244 N. 7th Street, Grand Junction, Colorado, 81501

(970) 256-4003



The descriptions shown hereon has been derived from subdivision plats, deposit surveys & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

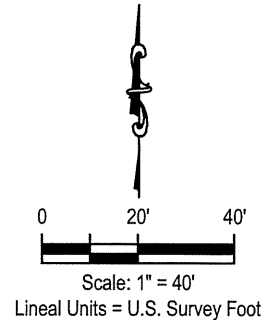
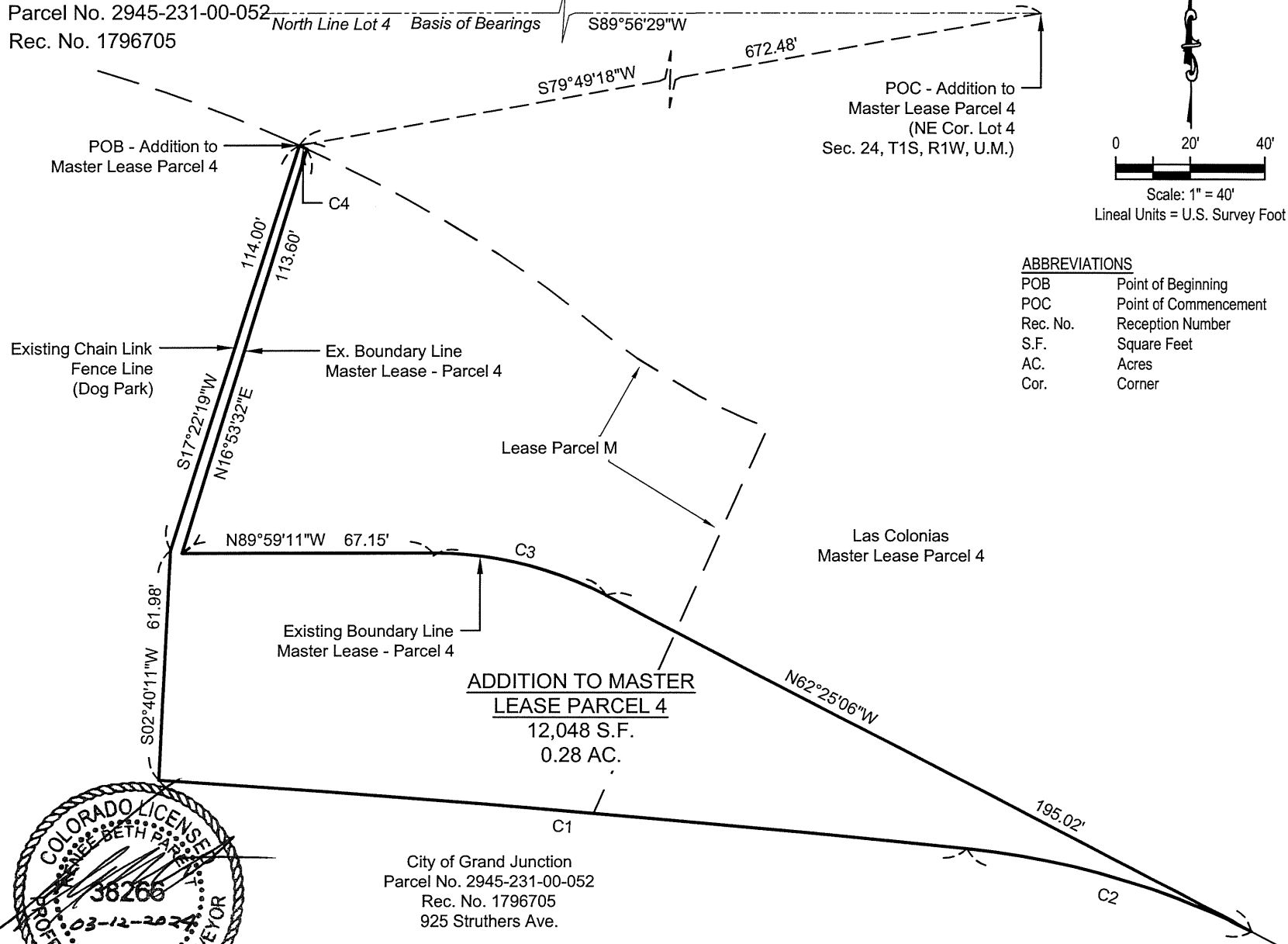
Drawn By: NCW  
Date: 03/12/24  
Reviewed By: RBP  
Approved By: RBP

Located in Lot 4, Section 24  
Township 1 South, Range 1 West  
Ute Meridian, City of Grand Junction  
Mesa County, Colorado

**CITY OF**  
**Grand Junction**  
COLORADO  
244 North 7th Street  
Grand Junction, Co. 81501

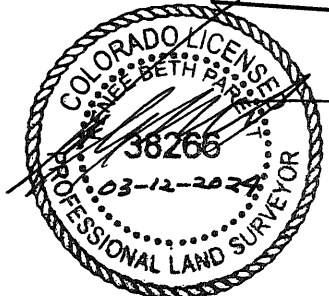
**ADDITION TO LAS COLONIAS MASTER LEASE PARCEL 4**

Parcel No. 2945-231-00-052  
 Rec. No. 1796705



**ABBREVIATIONS**

- POB Point of Beginning
- POC Point of Commencement
- Rec. No. Reception Number
- S.F. Square Feet
- AC. Acres
- Cor. Corner



Renee B. Parent, CO PLS #38266  
 244 N. 7th St. Grand Junction, CO. 81501  
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**CURVE DATA TABLE**

CURVE	ARC	RADIUS	DELTA	CHORD BRG./LENGTH
C1	216.83'	6,376.68'	01°56'54"	S85°06'35"E - 216.82'
C2	79.74'	221.47'	20°37'41"	S73°49'16"E - 79.31'
C3	48.11'	100.00'	27°34'00"	N76°12'11"W - 47.65'
C4	2.20'	409.27'	00°18'26"	N65°22'33"W - 2.20'

**CITY OF Grand Junction**  
 COLORADO  
 244 North 7th Street  
 Grand Junction, Co. 81601

Located in Lot 4, Section 24  
 Township 1 South, Range 1 West  
 Ute Meridian, City of Grand Junction  
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**SECOND AMENDMENT TO MASTER LEASE AND DEVELOPMENT AGREEMENT  
FOR LAS COLONIAS BUSINESS AND RECREATION PARK**

THIS SECOND AMENDMENT TO MASTER LEASE AND DEVELOPMENT AGREEMENT FOR LAS COLONIAS BUSINESS AND RECREATION PARK (“Lease Amendment”) is made and entered into this \_\_\_ day May 2024 by and between the City of Grand Junction, a Colorado home rule municipal corporation (“the City”), and the Las Colonias Development Corporation, a Colorado nonprofit corporation (“LCDC”) collectively “Parties.”

**RECITALS**

- A. The City and the LCDC entered into that certain Master Lease and Development Agreement for Las Colonias Business and Recreation Park (“Master Lease”) on or about March 22, 2018 in which the City leased certain premises described therein (the Premises) for a term of 25 years to the LCDC for the purpose of developing a recreation and business park on such premises upon the terms and conditions described therein.
- B. On November 5, 2019, the voters of the City of Grand Junction authorized the City to lease Las Colonias properties, including the Premises, for a term of up to 99 years.
- C. Thereafter the Master Lease was amended (“first Amendment”) to:
  - a. increase the term of the Master Lease from 25 to 99 years;
  - b. clarify the process for the LCDC to review, approve and recommend development plans;
  - c. clarify that in the event of conflicts between any covenants, conditions and restrictions running with the land and the City’s zoning and development requirements, regulations, and/or restrictions, the greater restriction shall control;
  - d. clarify the process for certification of compliance for subleases;
  - e. clarify the “campus” nature of the Business and Recreation Park and the application of zoning and development requirements to site plans for individual pad sites; and,
  - f. clarify the right of the LCDC to amend covenants, conditions and restrictions running with the land.
- D. On April 3, 2024, the City Council approved Ordinance \_\_\_\_, which Ordinance amended Ordinance 4991 regarding the Master Lease. With the approval of Ordinance \_\_\_\_ the City Council authorized and approved a revision to the description of Lease Parcel M for the purposes of the Master Lease and in turn a sublease from LCDC to Oak Star Bank for the development of Lease Parcel M.

WHEREFORE, the Parties do amend the Master Lease as amended to revise and replace the description of Lease Parcel M in Exhibit A as the same is attached hereto and incorporated herein by this reference as if fully set forth.



ALL OTHER provisions of the Master Lease as amended not expressly stated herein shall remain in full force and effect and unmodified hereby.

ENTERED INTO effective the day and year first set forth above.

LAS COLONIAS DEVELOPMENT CORPORATION

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

\_\_\_\_\_  
President of the LCDC Board of Directors

CITY OF GRAND JUNCTION

APPROVED AS TO FORM:

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

Anna M. Stout  
President of the City Council

\_\_\_\_\_  
John Shaver  
City Attorney

ATTEST:

\_\_\_\_\_

Amy Phillips  
City Clerk

1 CITY OF GRAND JUNCTION, COLORADO

2  
3 ORDINANCE NO. \_\_\_\_  
4

5 AN ORDINANCE AMENDING ORDINANCE 4991 CONCERNING THE CITY- LAS  
6 COLONIAS DEVELOPMENT CORPORATION MASTER LEASE AND THE SECOND  
7 AMENDMENT THERETO FOR PURPOSES OF AMENDING THE DESCRIPTION OF  
8 SITE M FOR THE PURPOSE OF FACILITATING THE DEVELOPMENT OF OAK  
9 STAR BANK ON SITE M AT THE LAS COLONIAS BUSINESS PARK IN THE CITY OF  
10 GRAND JUNCTION, COLORADO.

11 RECITALS:

12 In November 2017 with adoption of Resolution 69-17 the City Council authorized and  
13 approved actions furthering the development of 15 acres of the Las Colonias property  
14 known as the Las Colonias Business Park. The redevelopment was anticipated to  
15 occur pursuant to a Master Lease from the City to the Las Colonias Development  
16 Corporation (LCDC). The Master Lease was considered and approved by the City  
17 Council in accordance with the City Charter.

18 In November 2019 City voters approved an amendment to the City Charter which  
19 allowed the City to lease certain property, including the Las Colonias Business Park, for  
20 a term of up to 99 years. The Charter amendment affirmed the City Council's right to  
21 lease the property for a term of not to exceed 99-years. The Master Lease was  
22 amended to provide the same.

23 The LCDC has subleased three of the developable sites and otherwise facilitated the  
24 development of two of those sites within the Las Colonias Business Park by commercial  
25 subtenants in accordance with the Master Lease, as amended. Recently a developer  
26 and LCDC have agreed to lease terms for a fourth site, Lease Parcel M; however, for  
27 that site to develop the area of the site as provided in the Master Lease as amended  
28 needs to be revised.

29 The City Council, by and with approval of this Ordinance does amend the description of  
30 Site M provided in the Master Lease as amended and does authorize the Second  
31 Amendment to the Master Lease and Development Agreement for Las Colonias  
32 Business and Recreation Park all in furtherance of the LCDC sublease of Lease Parcel  
33 M to Oak Star Bank on the area shown in the attached legal description. The form of  
34 the Second Amendment to the Master Lease and Development Agreement for Las  
35 Colonias Business and Recreation Park shall be reviewed and approved by the City  
36 Attorney and with his advice and approval, shall be executed by the City Manager.

37 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,  
38 COLORADO:

39 Incorporating the foregoing Recitals, the City Council does authorize and approve  
40 amendment of the Master Lease by and with the Second Amendment (Second Master  
41 Lease Amendment) thereto, as provided herein, for Lease Parcel M of the Las Colonias  
42 Business and Recreation Park all in furtherance of the LCDC subleasing and Oak Star  
43 Bank developing the property.

44 The Second Master Lease Amendment shall upon execution be attached hereto and  
45 incorporated by this reference and the same shall be deemed by the City Council to  
46 discharge the City Charter and the laws and ordinances of the City of Grand Junction  
47 and State of Colorado.

48 Introduced on first reading this 20<sup>th</sup> day of March 2024 and ordered published in  
49 pamphlet form.

50

51 Adopted on second reading the \_\_\_<sup>th</sup> day of April 2024 and ordered published in  
52 pamphlet form.

53

54 \_\_\_\_\_

55 Anna M. Stout  
56 President of the City Council

57

58

59 ATTEST:

60 \_\_\_\_\_

61 Amy Phillips  
62 City Clerk

63