

To access the Agenda and Backup Materials electronically, go to [the City of Grand Junction Website](#). To participate or watch the meeting virtually register for the [GoToWebinar](#).



**CITY COUNCIL AGENDA  
WEDNESDAY, MAY 1, 2024  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

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

**Appointments**

Election of Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem

To the One Riverfront Commission

**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, May 1, 2024 or 4) submitting comments [online](#) until noon on Wednesday, May 1, 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. Minutes of the April 1, 2024 Special Meeting
- b. Minutes of the April 3, 2024 Special Meeting
- c. Summary of the April 15, 2024 Workshop
- d. Minutes of the April 17, 2024 Regular Meeting

## 2. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation's Multimodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 1/2 Road
- b. A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for the Juniata Enlarged Ditch Piping Project
- c. A Resolution Authorizing an Outdoor Dining Lease to Gears and Grinds, LLC dba Mountain Air Roasters Located at 126 North 7th Street
- d. A Resolution Authorizing an Outdoor Dining Lease to CRU Hospitality, LTD dba Cruise Control Located at 555 Colorado Avenue

## **REGULAR AGENDA**

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

## 3. Resolutions

- a. A Resolution Assigning City Councilmembers to Various Boards, Commissions and Authorities

## 4. Public Hearings

- a. Legislative
  - i. 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
  - ii. 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

- iii. An Ordinance Authorizing a Lease Agreement for Certain City Land for a Fleet Maintenance Facility
- b. Quasi-judicial
  - i. A Resolution Accepting the Petition for the Annexation of 0.11 Acres of Land and Ordinances Annexing and Zoning the Five Star Annexation to RM-8 (Residential Medium 8), Located East of the Northern End of Allyce Avenue in the Birks Blue Subdivision

## **5. 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.*

## **6. Other Business**

## **7. Adjournment**



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** May 1, 2024  
**Presented By:** City Council  
**Department:** City Clerk  
**Submitted By:** John Shaver, City Attorney, and Amy Phillips, City Clerk

---

**Information**

**SUBJECT:**

Election of Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem

**RECOMMENDATION:**

Nominate and elect a Council President/Ex-Officio Mayor and a Council President Pro Tem/Ex-Officio Mayor Pro Tem.

**EXECUTIVE SUMMARY:**

The Charter sets forth the process for selecting a President of the Council and a President of the Council Pro Tem. Article V, Section 39 provides that during the first regular City Council Meeting in May of each year, a Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem are nominated and voted on to fulfill the obligations of those duties through April of the following year.

**BACKGROUND OR DETAILED INFORMATION:**

Article V (President of the Council), Section 39 (Term-Duties) of the Grand Junction Municipal Charter states that "each Council, at its first regular meeting and thereafter when a vacancy occurs, shall elect from its membership a president of the council. He shall serve for a term of one year and until his successor is elected and qualified. During such term, he shall be a member of the council with the same right to speak and vote therein as any other member, but without the right of veto. He shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes. In case of his absence or disability, his duties shall be performed by a president pro tempore, chosen by the council from among its own members."

Paragraph 39 specifies that the Council "elects" a president; historically, the Council

has also elected a president pro tempore on the same date. The process for those elections has been the same for president and president pro tempore with the Council generally establishing the procedure with each election. By law, secret ballots are not allowed. As such, all of the election proceedings, other than the City Clerk's written tallies, are spoken. The City Clerk will report her tallies as part of the selection process and will keep those in her records. Of course, you may, during the process, ask for assistance from the City Clerk and/or City Attorney; Nominations and seconds are required; self-nominations are allowed. Typically, a short statement is made by each member making a nomination and by the nominee when accepting a nomination. A nominee may decline a nomination and withdraw her/his name either at the time of nomination or later (but preferably before being elected). The president of the council is chosen first but Council may order the process as a majority determines. After discussion, the sitting Mayor begins the process by announcing that the nominations are open and will be entertained. At the conclusion of the nominations and seconds, a motion to close nominations should be made, seconded and voted on before the voting begins.

It may be that there are multiple nominations and multiple rounds of voting. If that happens, the nominees with the highest number of votes (without achieving a majority of four) are advanced to subsequent rounds of voting. Typically, the Council has required at least three votes to advance, but in the event of two nominees receiving two votes, a "run-off" is held between those nominees with the highest number of votes advancing to a ballot with the nominee previously receiving 3 votes.

Votes from round to round are non-binding.

The same process is used for the president and president pro tempore.

With the exception of the law specifying no secret ballots, the Council may establish the selection process as a majority prefers.

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

Nominations will be entertained by the President of the Council. Nominations that are seconded will be voted upon voice vote; no secret ballots are allowed. Detailed procedures are described above.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

---

**Information**

**SUBJECT:**

To the One Riverfront Commission

**RECOMMENDATION:**

To ratify the interview committee's recommendation to the One Riverfront Commission.

**EXECUTIVE SUMMARY:**

There are three full-term and one partial vacancy on the One Riverfront Commission.

**BACKGROUND OR DETAILED INFORMATION:**

David Varner, Tom Barry, and Jamie Porta have terms expiring July 31, 2024.

**FISCAL IMPACT:**

**SUGGESTED MOTION:**

To (ratify/not ratify) the interview committee's recommendation to the One Riverfront Commission.

**Attachments**

None

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

**City Hall Administration Conference Room**

**April 1, 2024**

**Call to Order**

Council President Anna Stout called the Special Meeting of the Grand Junction City Council to order at 1:30 p.m. on the 1<sup>st</sup> day of April 2024.

Councilmembers Scott Beilfuss, Cody Kennedy, Randall Reitz, Dennis Simpson, and Council President Anna Stout were present. Council President *pro tem* Abe Herman and Councilmember Jason Nguyen were absent.

Also, present was City Attorney John Shaver.

President Stout asked for a motion and second to convene in Executive Session.

Councilmember Reitz moved and Councilmember Kennedy seconded to convene into Executive Session *TO DISCUSS AND CONSIDER APPOINTMENT OR EMPLOYMENT MATTERS RELATING TO AN INTERIM CITY MANAGER, SPECIFICALLY TO INTERVIEW ANDREA PHILLIPS, PURSUANT TO C.R.S. SECTION 24-6-402(3.5) AND/OR 24-6-402(4)(F)(I) REGARDING AND RELATING TO DISCUSSION AND CONSIDERATION OF APPOINTMENT OR EMPLOYMENT MATTERS RELATING TO AN INTERIM CITY MANAGER.*

With a unanimous vote (5:0) the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in the City Hall Administration Conference Room. The time was 1:31 p.m.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Councilmember Simpson seconded a motion to adjourn the Executive Session. The motion passed 5:0.

Council President Stout reconvened the Special Meeting at 2:05 p.m. and stated for the record that Council met in Executive Session *TO DISCUSS AND CONSIDER APPOINTMENT OR EMPLOYMENT MATTERS RELATING TO AN INTERIM CITY MANAGER, SPECIFICALLY TO INTERVIEW ANDREA PHILLIPS, PURSUANT TO C.R.S. SECTION 24-6-402(3.5) AND/OR 24-6-402(4)(F)(I) REGARDING AND RELATING TO DISCUSSION AND CONSIDERATION OF APPOINTMENT OR EMPLOYMENT MATTERS RELATING TO AN INTERIM CITY MANAGER.*

**Adjournment**

There being no further business or discussion, Council President Stout adjourned the Special Meeting at 2:06 p.m.

---

Amy Phillips, City Clerk



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

**City Hall Administration Conference Room**

**April 3, 2024**

**Call to Order**

Council President Anna Stout called the Special Meeting of the Grand Junction City Council to order at 4:47 p.m. on the 3<sup>rd</sup> day of April 2024.

Councilmembers Scott Beilfuss, Cody Kennedy (on telephone), Jason Nguyen, Randall Reitz, Dennis Simpson, Council President *pro tem* Abe Herman and Council President Anna Stout were present.

Also, present was City Manager Greg Caton, City Attorney John Shaver, General Services Director Jay Valentine, and Kurt Carson Wastewater Services Manager.

President Stout asked for a motion and second to convene in Executive Session.

Councilmember Reitz moved and Councilmember Nguyen seconded to convene into Executive Session to *DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTION 24-6-402(4)(e)(I) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE CONTRACT WITH BRUIN WASTE FOR RECYCLABLE MATERIALS HANDLING AND MANAGEMENT AT A MATERIALS HANDLING FACILITY IN GRAND JUNCTION, COLORADO.*

With a unanimous vote (7:0) the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in the City Hall Administration Conference Room. The time was 4:48 p.m.

Upon completion of the Executive Session, Councilmember Nguyen moved, and Council President *pro tem* Abe Herman seconded a motion to adjourn the Executive Session. The motion passed 7-0.

Council President Stout reconvened the Special Meeting at 5:20 p.m. and stated for the record that Council met in Executive Session to *DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTION 24-6-402(4)(E)(I) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE CONTRACT WITH BRUIN WASTE FOR RECYCLABLE MATERIALS HANDLING AND MANAGEMENT AT A MATERIALS HANDLING FACILITY IN GRAND JUNCTION, COLORADO.*



**Adjournment**

There being no further business or discussion, Council President Stout adjourned the Special Meeting at 5:21 p.m.

---

Amy Phillips  
City Clerk



## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY April 15, 2024**

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

**City Councilmembers Present:** Councilmembers Scott Beiffuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, and Mayor Pro Tem Abe Herman. Mayor Anna Stout was absent.

**Staff present:** Interim City Manager Andrea Phillips, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Engineering and Transportation Director Trent Prall, Community Development Director Tamra Allen, 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. Homeward Bound Resource Center Update**

Chris Masters with Homeward Bound gave a quarterly report regarding the Resource Center.

During the October 30, 2023, Workshop, City Council was presented with a comprehensive proposal by the Executive Directors of United Way of Mesa County and Homeward Bound of the Grand Valley, along with the Chair of the Homeward Bound board for a proposal planned for the acquisition, construction, and staffing of a temporary Resource Center aimed at serving individuals experiencing houselessness and other vulnerabilities. Once operational, the Center would function as an ultra-low barrier facility, offering vital services and support. The Resource Center would be managed and staffed by Homeward Bound, with contributions from faith-based and other service providers to ensure comprehensive assistance with basic needs.

Following consideration, City Council adopted Resolution 95-23 on November 1, 2023, supporting funding for the Resource Center. A total of \$912,400 was allocated from ARPA funds in 2023 to cover capital expenses, startup costs, and one month of operating expenses.

The estimated annual operating costs of \$356,600 per year, was approved for 2024 during the City's 2024 budget process from the housing and unhoused project and services budget. An additional \$33,025 was requested and approved due to capital overages. For 2025, a budget recommendation of \$356,600 has been proposed, with the funding source to be determined during the budget development phase.

Despite challenges related to utility installation delays, the Resource Center officially commenced operations on January 30, 2024. Currently, the Resource Center operates seven days a week from 7:30 a.m. to 5:30 p.m. during the winter season, with anticipated adjustments in hours as daylight hours increase. The facility provides a range of essential services, including showers, restrooms, and healthcare, while also serving as a centralized hub for community partners to deliver resources and support.

To maintain transparency and collaboration, and to ensure compliance with the Operational and

Lease Agreement, Homeward Bound agreed to provide a Quarterly Report for the Resource Center that includes:

1. **Financial Report**
2. **Facilities Report**
3. **Health and Safety Metrics**
4. **Operations & Service Council Metrics**
5. **Community Concerns**
6. **Success Stories**
7. **Outstanding Issues or Concerns**

Mr. Master's report noted that the Resource Center has been open for 75 days and served over 8,200 individuals, providing meals, showers, and transportation to shelters. He stated they've reduced strain on other community resources with over 16,000 services provided, including shelter transports. The facility tracks individuals for shelter placement and demographics. It successfully addresses guest concerns and provides various services fostering a sense of community. Staff members are trained in emergency response, and the Center collaborates with partners to offer comprehensive services. Efforts are made to maintain order and accessibility, address community concerns, and operate under budget. Neighboring businesses perceive the Center positively, recognizing its impact and effective management. Plans for continuous improvement include:

- Enhancing staffing and support services,
- Adapting admission criteria, and
- Strengthening community relationships.

Discussion touched on financial reports, future plans, emphasis on transparency and learning from the initial startup phase, partnership between the housing department and stakeholders with a focus on community trust and ongoing collaboration.

**b. Unhoused Strategies Implementation Plan**

Tamra Allen Community Development Director and Ashley Chambers Housing Manager presented the proposed Unhoused Strategies and Implementation Plan. They explained that in December 2022, the City initiated proactive measures creating a survey to directly engage with People Experiencing Houselessness (PEH), aiming to identify entry points into houselessness and barriers hindering their transition out of it in Grand Junction. This effort, informed by a "systems-thinking" approach, provided valuable insights into PEH characteristics and experiences. Subsequently, the City collaborated with the Mesa County Behavioral Health Team and Grand Junction Housing Authority to conduct a comprehensive Unhoused Needs Assessment (UHNA), funded by various sources including the City, as well as partnerships, and grants. JG Research and Evaluation, LLC (JG) and OMNI Institute were selected as project consultants. The UHNA included demographic data aggregation and qualitative data collection through interviews and surveys. The second part of the effort was to create an Unhoused Strategy Plan whereby findings from the UHNA were folded into a strategic plan through focus groups and feedback sessions with various stakeholders.

On January 22, the Unhoused Needs Strategic Report was presented to City Council and County Commissioners, followed by a request for further discussion and adjustments to the draft strategies.

In response to City Council's direction, City staff met with an ad-hoc workgroup of partner organizations to develop a comprehensive framework for the Unhoused Strategies and Implementation Plan, incorporating input from key stakeholders.

A project timeline overview highlighted the collaboration efforts addressing the immediate housing needs and housing instability. Stakeholders provided feedback on the draft strategy, emphasizing collaboration and inclusion of people with lived experience. Action teams and workgroups were proposed to translate strategies into actionable steps. Continuous improvement and adaptability were stressed, acknowledging the complexity of homelessness. Collaboration among stakeholders, including service providers and those experiencing homelessness, was highlighted as crucial.

Efforts to streamline services, improve housing stability, and increase affordable housing stock were recognized. Data collection and sharing was emphasized for better understanding and addressing homelessness. Workgroups comprising subject matter experts were proposed for informed strategy implementation and the following key objectives were identified to reduce homelessness and increase successful housing placements:

- Unhoused and at-risk population in Mesa County
- Housing and supportive services
- Barriers in unhoused care system function
- Engagement with law enforcement and first responders
- Recommendations for strengthening care continuum.

Council members discussed balancing immediate action with long-term strategy, recognizing resource limitations and the need for comprehensive approaches.

They highlighted bureaucratic concerns but also stressed the importance of data-driven decision-making, public engagement, and collaboration for success.

They spoke of the need for collaboration between the City, County, and service providers deeming it essential and raising questions regarding the City's participation/responsibilities as well as City departments' involvement. Communicating the importance of addressing homelessness to the community and securing ongoing support was emphasized, as well as promoting the benefits of investments in homelessness solutions.

**c. Undergrounding Existing Overhead Utility Lines**

Tamra Allen, Community Development Director and Trent Prall, Engineering and Transportation Director reported that the Zoning and Development Code requires that all new utility lines be undergrounded and that any existing overhead utilities be installed underground except when the development has less than 700 feet of frontage, in which case the Director can accept cash payment in lieu. The burden of undergrounding an overhead utility line is borne fully by the property owner on which the power poles have been installed, and it is generally perceived by the development industry that the requirement to underground along frontages less than 700 feet puts an unfair burden on development that happens to have overhead utilities along the property frontage. For development with frontage less than 700 feet, with the option to pay the in-lieu fee, the rate was established in 2005 and is set at \$25.65 per linear foot. The actual estimated average cost to underground utilities is approximately \$300 per linear foot.

In 2018, participants in the City's ad hoc Development Roundtable identified the issue of undergrounding requirements for existing overhead utilities as a development challenge to staff. Subsequently, in 2018, staff discussed several options for addressing the issue with the City Council and received direction to continue working with industry representatives. Over the course of the past five years, staff has worked intermittently with the roundtable to identify an approach that would better address the community's needs.

Engineering revisited the 700-foot threshold with both Xcel and Grand Valley Power (GVP) in 2022. The input received from both entities advised that 700 feet, or roughly one city block, is an appropriate threshold as the intent is to avoid unsightly piecemeal segments of underground and overhead lines that increase costs for converting short segments of overhead to underground later.

Discussion continued on this topic when the Code Committee took up this issue as a part of the Zoning and Development Code update. As expected, the Code Committee recommended the requirement be removed from the Code. This recommendation was supported during the review and recommendation process by the Planning Commission. At that time, Community Development staff also supported the removal of the code requirement while the consultant team (Clarion Associates) recommended "maintaining the current undergrounding requirement while pursuing a policy discussion at the City Council level to determine whether City participation in the undergrounding costs for some projects would provide an overall benefit to the community."

The City Council's adopted Code update maintained the requirement to underground existing overhead utility lines. Staff was directed to bring the topic of utility undergrounding to a City Council Workshop for additional policy discussion and direction in early 2024.

Discussion considered the relationship to the Transportation Capacity Payment Program, which requires developers to pay for improvements necessary for access but does not require construction of adjacent half-street improvements. Some other Colorado communities have similar undergrounding requirements, but exemptions exist for higher voltage lines and short runs.

The rationale behind undergrounding utilities lies in addressing various drawbacks associated with overhead distribution lines. Overhead lines are prone to outages from falling trees and can pose safety hazards to drivers. They also detract from the aesthetics of an area. In contrast, underground lines offer benefits such as increased reliability, enhanced public safety, and improved aesthetics, leading to potentially higher property values.

The Comprehensive Plan supports the undergrounding of utilities as part of responsible growth and infrastructure improvements to enhance safety and quality of life. Several policy options have been explored to address the financial burden on developers and ensure alignment with community goals.

For developments with frontages less than 700 feet, options include maintaining the current in-lieu fee or increasing it to reflect the actual cost of undergrounding. For developments with frontages greater than 700 feet, options include continuing to require undergrounding of secondary lines at full expense or exploring alternatives such as City participation in undergrounding costs, reimbursement agreements, or a City-Developer cost-sharing model.

Staff recommended considering options that address the high cost of burying primary and feeder lines and updating the outdated in-lieu fee. They suggested exempting primary and feeder lines from undergrounding requirements while still requiring undergrounding of secondary lines. Additionally,

they propose adjusting the in-lieu fee annually to reflect actual costs or eliminating the requirement altogether.

Discussion centered on finding a practical approach to balance development needs with community interests regarding utility infrastructure.

There was recognition of the complexity involved in decision-making, balancing community desires with the need to reduce barriers to housing development. Compromises, such as exempting feeder lines or only requiring secondary lines, are proposed to mitigate costs while still achieving community goals.

Mechanisms for funding undergrounding projects, such as setting aside funds from transportation projects or leveraging franchise agreements with utility companies, and incentivizing undergrounding through reduced fees for developers, with collected funds used for projects or incentives were also advanced.

Council directed staff to continue to develop a standard for utility company fees, propose policy changes that balance community desires with the need to reduce costs for housing development and return to a Workshop in early summer with additional recommendations.

## **2. City Council Communication**

Councilmembers spoke to the Dolores National Monument designation and asked if the Council would like to reconsider its support. Council chose not to reconsider. Councilmembers asked if there was interest in scheduling a second regular meeting in June since the June 19<sup>th</sup> meeting will be cancelled due to the Juneteenth Holiday. There was no consensus to schedule a second meeting. Council was notified that the Orchard Mesa Pool item has not been scheduled for further discussion as staff is waiting for the School District's response.

## **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 17, 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 17<sup>th</sup> day of April 2024 at 5:30 p.m. Those present were Councilmembers Cody Kennedy, Dennis Simpson, Jason Nguyen, Randall Reitz, Scott Beilfuss, Council President Pro Tem Abe Herman, and Council President Anna Stout.

Also present were Interim City Manager Andrea Phillips, City Attorney John Shaver, Principal Planner David Thornton, Senior Planner Jessica Johnsen, Senior Planner Timothy Lehrbach, Engineering and Transportation Director Trent Prall, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

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

**Proclamation**

**Proclaiming April 26 2024, as Arbor Day**

Councilmember Nguyen read the proclamation; Forestry Board Chair Kamie Long accepted the proclamation.

**Public Comments**

Ron Morland, John Justman, and Aimee Tooker all spoke in opposition to the Dolores Monument and asked Council to resend its Resolution “Supporting the Designation of a National Monument to Protect the Dolores River Canyon Country.”

**Appointments**

**To the Parks and Recreation Advisory Board**

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to reappoint Lilly Grisafi and to appoint Chandler Smith to terms expiring June 2027. Motion carried by unanimous voice vote.

**Interim City Manager Report**

Council President Stout introduced Interim City Manager Andrea Phillips to the community. Interim City Manager Phillips then recognized Council President Stout for her service as Mayor for the past two years, noting this would be Mayor Stout’s last meeting as Mayor and presented her with a plant from staff.

## **Board and Commission Liaison Reports**

Council President Pro Tem Herman thanked staff for their high level of customer service and always being helpful.

Councilmember Kennedy agreed with Council President Pro Tem Herman's statement and spoke about the Western Colorado Economic Summit.

Councilmember Reitz shared that the Airport had its busiest first quarter ever due to the increased number of flights.

Council President Stout shared updates on the legislative bills still being monitored and said full report will be available soon.

## **CONSENT AGENDA**

### **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

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 – **Moved to Regular Agenda**

**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

Council President Pro Tem Herman moved, and Councilmember Simpson seconded to adopt Consent Agenda Items #1- #5 excluding item 4.c. Motion carried by unanimous voice vote.

**Regular Agenda**

**Authorize Design-Build Contract to Construct the Hawthorne Bike Park**

Parks and Recreation Director Ken Sherbenou presented this item reporting that the City Purchasing Division completed the selection process for Design-Build (D/B) services and selected Artisan Skateparks for this project. 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 negotiated a not to exceed price to be considered as part of this contract authorization.

Council deliberations included how many bike parks, skate parks and pump tracks currently available in town, the need to conduct more community and neighborhood engagement sessions, is the public asking for this bike park, lifespan of a concrete pump park, how “reactivation” of parks determined, who the intended user groups are for this kind of park and considering upgrading the playground area instead of a bike park.

The public comment period opened at 6:34 pm.

John Partent, Sandy Clark, Rose Petralia, Noah Bradshaw, Ian Cost, Betty Fulton, and Susan Swift spoke in opposition to this item.

Sage Cohen and Anna Bledsoe shared via email they are in opposition to this item.

Johnny Sale spoke in support of this item and said kids would benefit from getting outside and being active.

The public comment period closed at 6:55 pm.

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to approve the Purchasing Division to enter 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 Interim City Manager and in a form approved by the City Attorney. Motion failed by unanimous voice vote.

Council took a break at 7:10 pm and resumed at 7:27 pm.

**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**

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 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.

City Attorney John Shaver, Mayor Anna Stout, and Principal Planner David Thornton presented this item.

Conversation ensued regarding the commitment by the County to pay \$500,000 a year, what could happen in a bad economic year, how future commissioners could end the commitment, and why the City would still want the Amendment to the agreement for the land use authority component and the alignment.

The public comment period opened at 7:56 pm.

No one addressed the issue.

The public comment period closed at 7:56 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to adopt Resolution No. 27-24, a resolution amending the Persigo Agreement. Motion carried by unanimous by roll call vote.

**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**

The Applicant, Lawrence Balerio, requested vacation of approximately 0.32 acres of public right-of-way of Ferree Drive in anticipation of a future residential subdivision development for the proposed Monument Ridge Estates Subdivision located at 2076 Ferree Drive and 2074 Broadway. The request 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.

Senior Planner Jessica Johnsen presented this item.

The applicant Kim Kirk shared that CDOT spent 18 months to determining appropriate traffic counts and traffic increase, along with speed limits for their project.

Conversation ensued concerning the speed and increase of traffic.

The public hearing opened at 8:12 pm.

No one addressed the issue.

The public hearing closed at 8:12 pm.

Council President Pro Tem Herman moved, and Councilmember Reitz seconded to adopt 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 ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Approving a Rezone of Approximately 0.43 Acres from I-2 (Industrial General) to CG (Commercial General) Located at 739 3rd Avenue**

The applicant, NAK Property 2, LLC, requested 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.

Senior Planner Timothy Lehrbach presented this item.

Conversation noted that this was the first rezone to be heard under the new Code, after two years of development.

The public hearing opened at 8:24 pm.

No one addressed the issue.

The public hearing closed at 8:24 pm.

Councilmember Reitz moved, and Councilmember Beilfuss seconded to adopt 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 ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**An Ordinance Amending Ordinance No. 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**

The proposed ordinance amends the Las Colonias Development Corporation to amend the leasable boundary for Pad M to the south.

City Attorney John Shaver and Engineering and Transportation Director Trent Prall presented this item.

Conversation ensued, regarding the need to realign the sidewalks and if the City or the contractor will pay for that, and how best to minimize the amount of time the trail will be closed.

The public hearing opened at 8:33 pm.

No one addressed the issue.

The public hearing closed at 8:33 pm.

Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5216, an ordinance to amend Ordinance No. 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 ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**Non-Scheduled Comments**

Council President Stout recognized Grace, Logan, and Michael from the Associated Student Government of Colorado Mesa University attending the Council meeting.

Teresa Nees congratulated Council President Stout on her last meeting as Mayor. She also thanked the Council for supporting the Stout Student Program for the last 5 years.

Logan Wilson thanked the Councilmembers for the time they spend every day committed to making the City of Grand Junction an amazing place.

Council President Stout thanked Teresa for voluntarily recruiting Stout Students and helping students get familiar with the government process.

**Adjournment**

Meeting adjourned at 8:40 pm.

---

Amy Phillips, CMC  
City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #2.a.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Trent Prall, Engineering and Transportation Director

---

**Information**

**SUBJECT:**

A Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation's Multimodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 1/2 Road

**RECOMMENDATION:**

Authorize the City Manager to submit an application in response to the Notice of Funding Opportunity for the U.S. Department of Transportation's Multimodal Project Discretionary Grant Opportunity for the 26 1/2 Road Multimodal Bridge over I-70 Project.

**EXECUTIVE SUMMARY:**

Department of Transportation (DOT) has combined three grant programs, the National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grant program (INFRA), and the Rural Surface Transportation Grant program (Rural), for this Multimodal Project Discretionary Grant (MPDG) opportunity in order to streamline the process for applicants and distribute funding to eligible entities.

City staff recommends a request through the Rural program. This funding request for \$2 million would support construction of a new structure over Interstate 70 at 26 1/2 Road, a critical section of the transportation bond funded 26 1/2 Road Corridor Improvements from Horizon Drive to Summerhill Way.

**BACKGROUND OR DETAILED INFORMATION:**

**Grant Background:**

The Infrastructure Investment and Jobs Act (IIJA) - commonly referred to as the Bipartisan Infrastructure Law (BIL), is a United States federal statute signed into law on

November 15, 2021. As part of this legislation, DOT has provided funds for the three programs above to invest in projects of national or regional significance. MPDG applicants will be considered across all three programs unless they opt out of a specific program. The FY 2025 and 2026 rounds will focus on supporting projects that improve safety, economic strength, equity, climate, and sustainability, consistent with the Department's strategic goals.

The Department of Transportation (DOT) has combined three grant programs, the National Infrastructure Project Assistance Grants Program (Mega), the Nationally Significant Multimodal Freight and Highways Projects Grant Program (INFRA), and the Rural Surface Transportation Grant Program (Rural), for this Multimodal Project Discretionary Grant (MPDG) opportunity in order to streamline the process for applicants and distribute funding to eligible entities. DOT has \$5.1 billion total in the FY 2025 and FY 2026 MPDG Opportunity Funds. The current Notice of Funding Opportunity (NOFO) solicits applications by May 6, 2024.

City staff recommends a request through the Rural program which has \$780 million available.

Applicants to the Rural program seeking less than \$25 million can submit a streamlined application that addresses the following three outcome areas: Safety, Climate Change, Resiliency, and the Environment; Equity, Multimodal Options, and Quality of Life. Projects are expected to begin within 18 months of obligation of funds and a minimum 20 percent match is required.

**Selected Project:**

26 1/2 Road corridor from Horizon Drive to Summer Hill Way is a key transportation corridor that is currently under design as part of the voter-approved, bond-funded transportation projects. The project envisions the reconstructed corridor to incorporate active transportation elements.

Staff proposes the 26 1/2 Road multi-modal bridge over the I-70 project be selected for the application.

This project implements the recommended treatments for non-motorized pedestrian, rolling, and bicycle transportation modes identified in the City's adopted Pedestrian and Bicycle Plan for the 26 1/2 Road corridor. Combined with other corridor projects, the subject bridge structure project will provide a multi-modal trail and a safe and low-stress crossing over I-70. The project will transform 26 1/2 Road to accommodate safe and comfortable multi-modal facilities from Horizon Drive to the Summer Hill Subdivision, including Safe Routes to School for Juniper Ridge Community School and Holy Family Catholic School and adjacent access to the future Saccomano Park site, two senior living facilities, and multiple religious centers. It provides a direct active transportation corridor from the Horizon North Grand Junction residential area to St. Mary's Hospital and the large employment center at 7th Street and Patterson Road.

The project has been identified in the Grand Valley Regional Transportation Planning Office's 2045 Regional Transportation Plan, the City's active transportation plan, and the City's Pedestrian and Bicycle Plan. The safe I-70 crossing is designated as "High Priority" in the City's Pedestrian and Bicycle Plan; the entire corridor is a priority by the City's Urban Trails Committee. One of the key goals in the 2045 Regional Transportation Plan is to "Foster active transportation by providing a regionally connected network of low-stress facilities that are safe for people walking and people biking." The foundation of the Pedestrian and Bicycle Plan is reducing the Level of (traffic) Stress on key corridors. The existing I-70 crossing has a Level of Stress 4, the highest possible level. With the support of USDOT funding, the project will reduce that to the lowest possible Level of Stress of 1 with a separated path. Additionally, the project will address national and local transportation goals such as safety, improved network connectivity, encouraged active transportation, reduced greenhouse gas emissions, improved recreation, quality of life, public health, and transportation equity.

Three phases of the project include Phase I – Horizon Drive to I-70, Phase II – I-70 to Summer Hill Way, and Phase III – I-70 crossing. All phases are expected to be completed by 2026.

**FISCAL IMPACT:**

In total, the project is estimated at \$13 million, with the bridge estimated at \$4.0 million. If awarded, this grant of \$2 million would fund 50 percent of the bridge portion of the project. Construction of all phases is planned from 2024 through 2026, with \$2.75 million budgeted in the 2024 Adopted Budget. The remainder of the project will be budgeted in 2025 and 2026.

**SUGGESTED MOTION:**

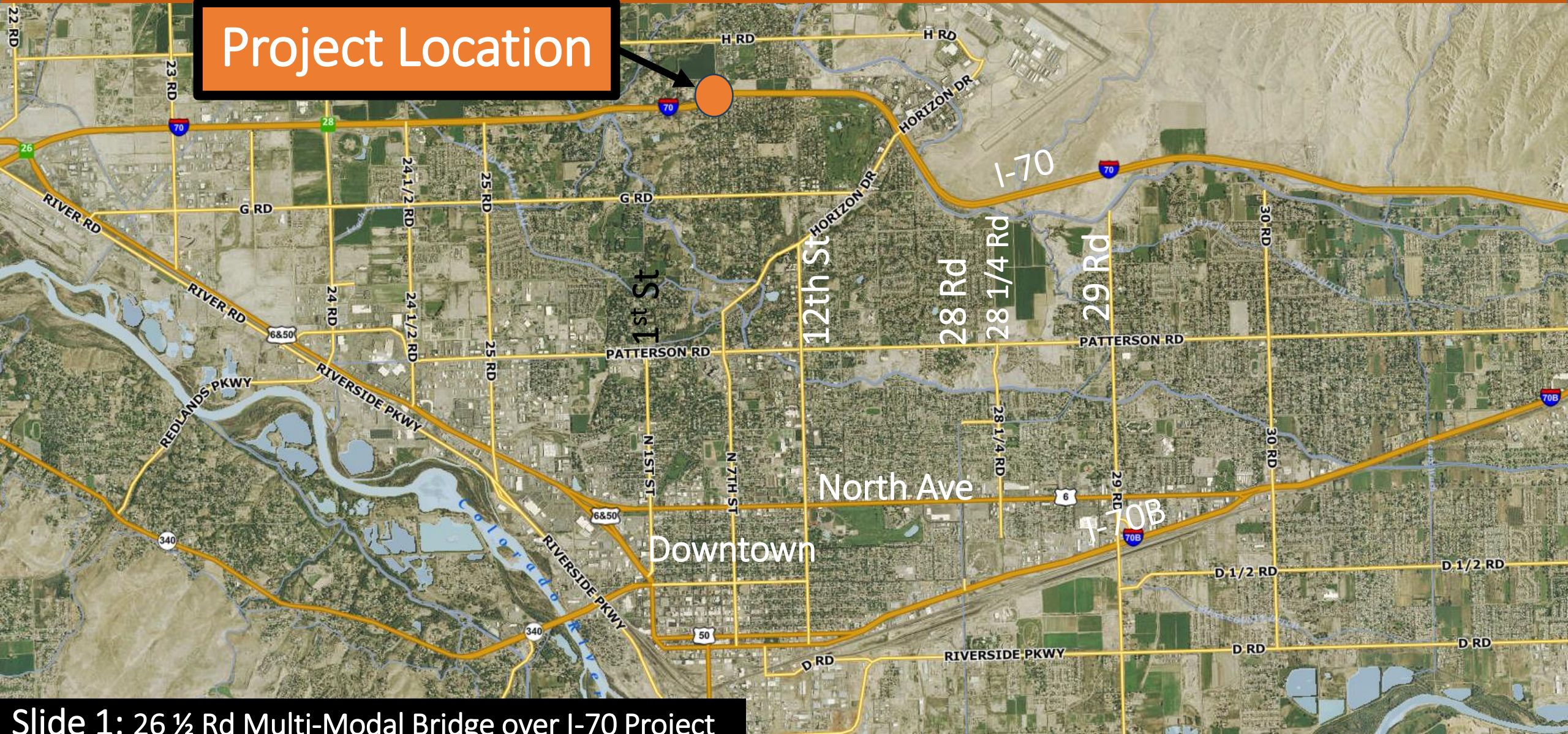
I move to (adopt/deny) Resolution No. 29-24, a resolution supporting the application to the Multimodal Project Discretionary Grant (MPDG) Opportunity to Support the 26 ½ Road Multi-Modal Bridge over I-70 Project.

**Attachments**

1. MPDG 26.5 Rd bridge over I70 Exhibits
2. RES-MPDG 26.5 Rd at I-70 20240426



# Project Location

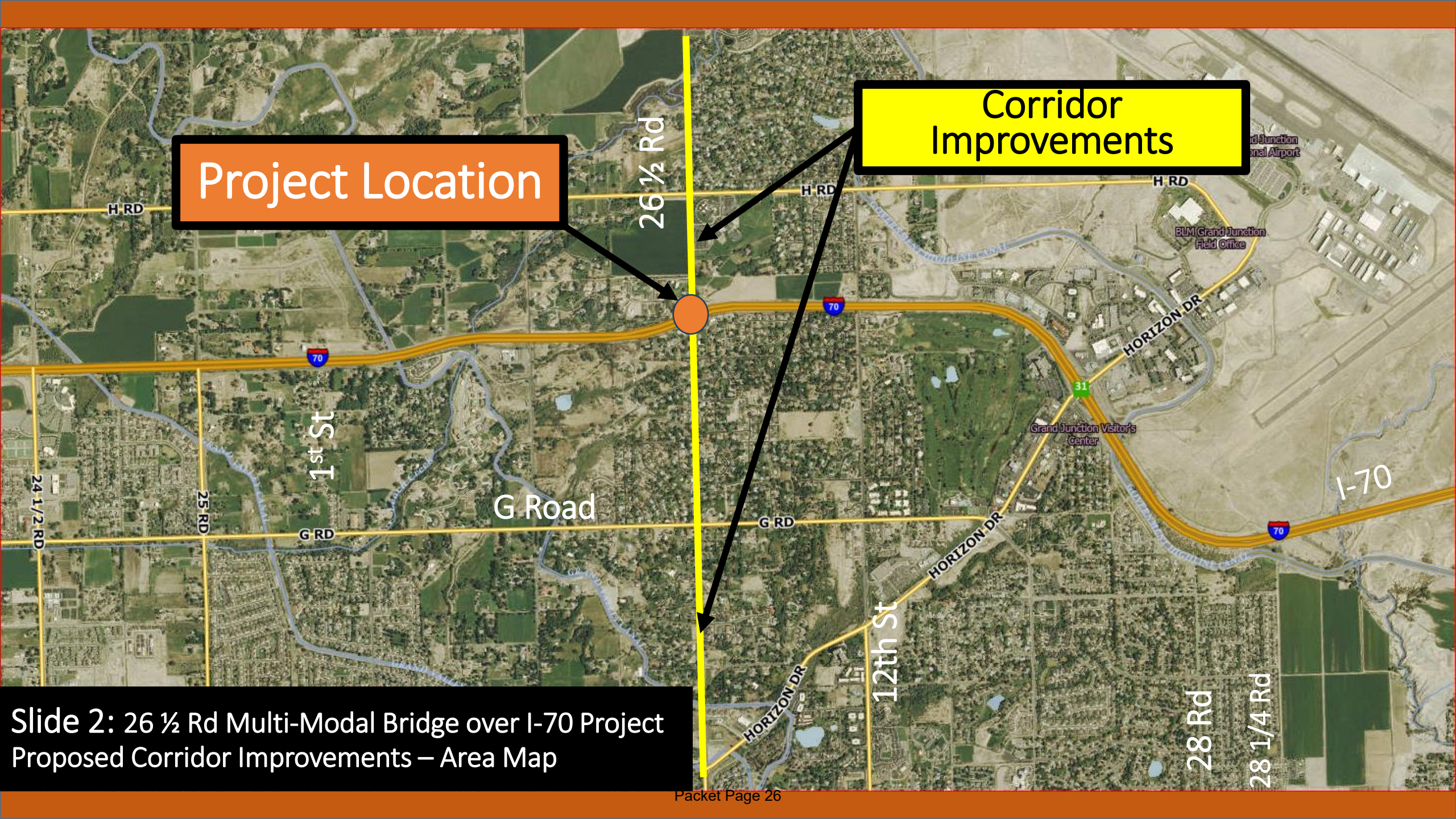


Slide 1: 26 1/2 Rd Multi-Modal Bridge over I-70 Project

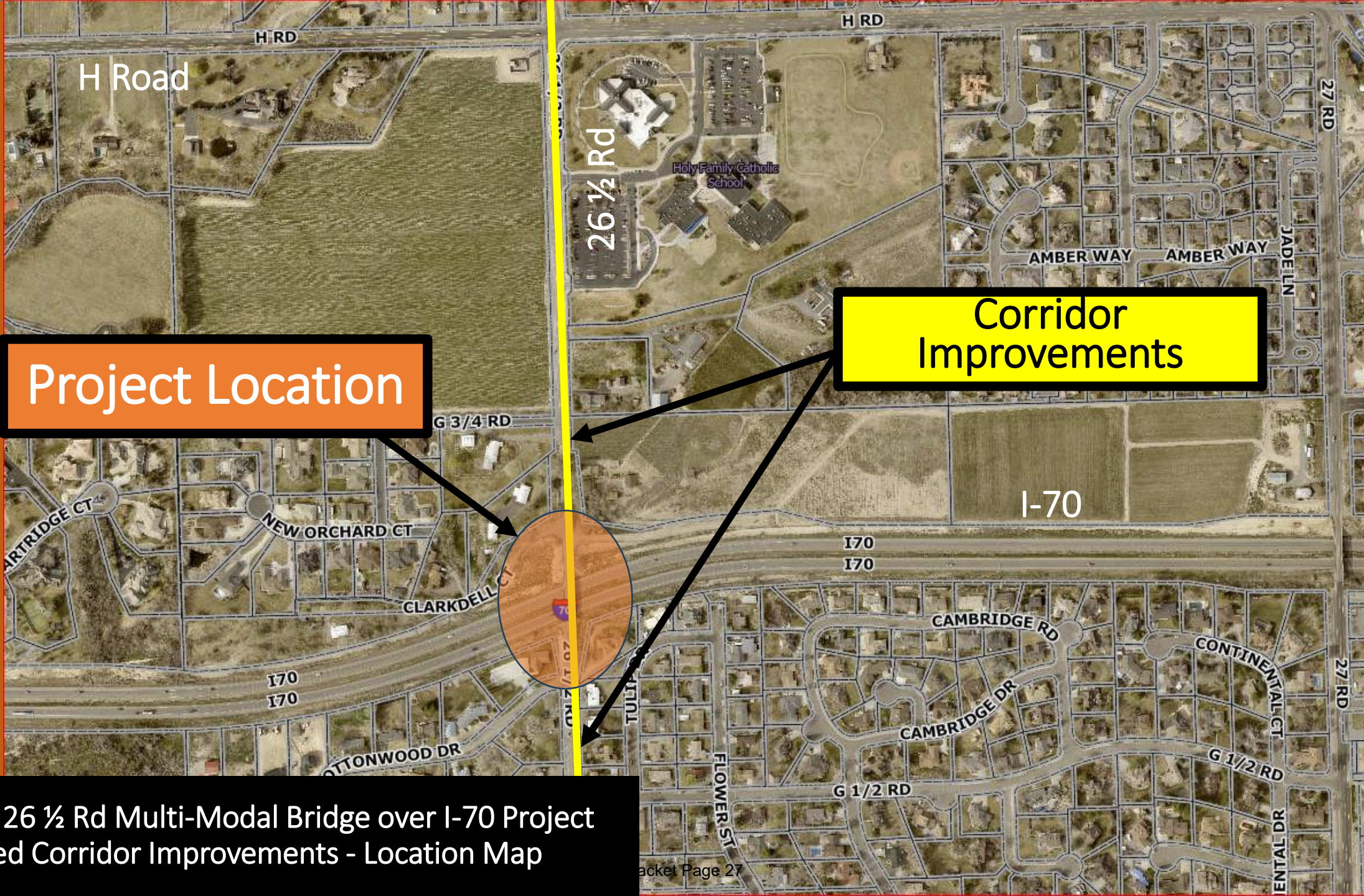
Vicinity Map

**Project Location**

**Corridor Improvements**



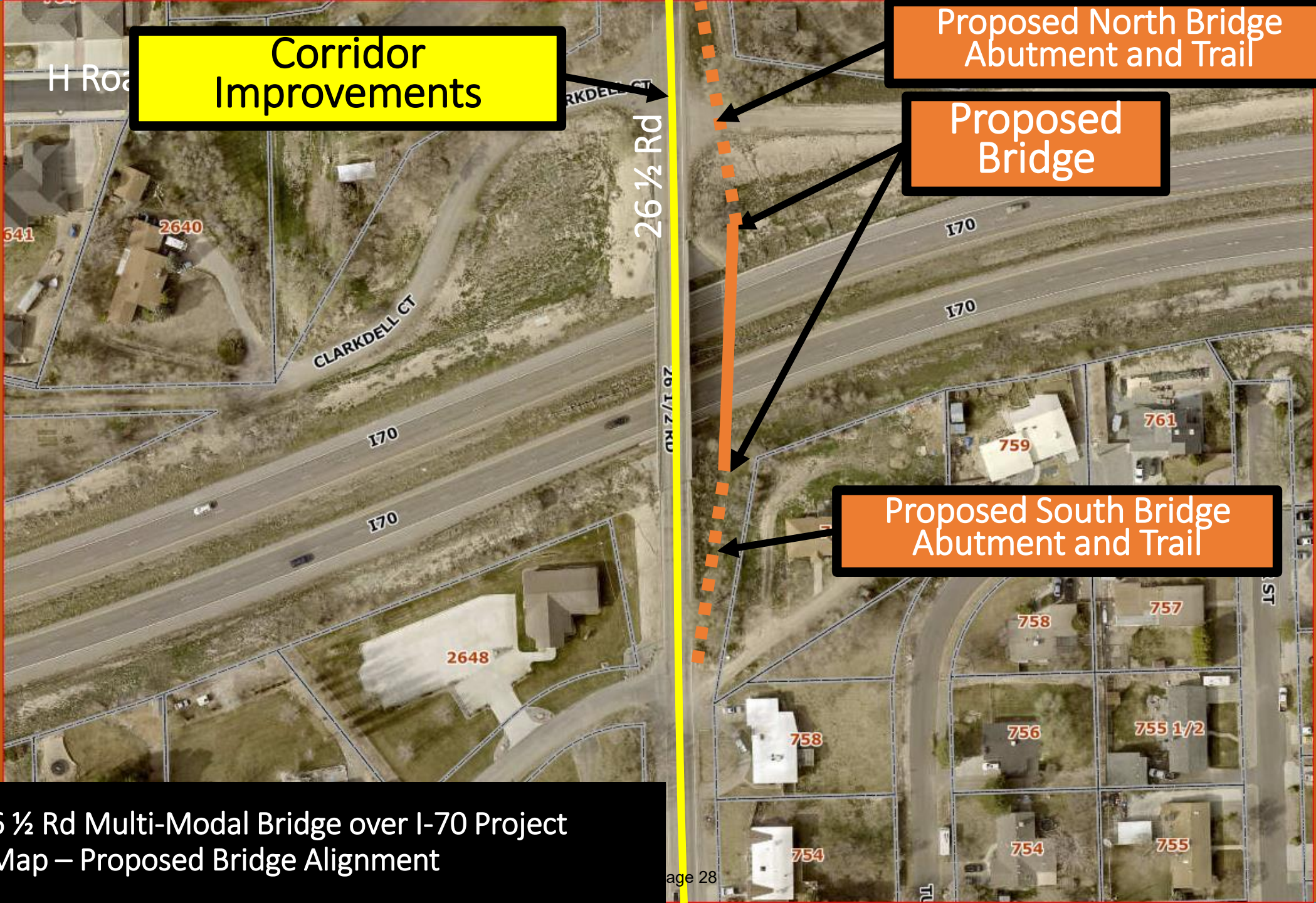
Slide 2: 26 1/2 Rd Multi-Modal Bridge over I-70 Project Proposed Corridor Improvements – Area Map



Project Location

Corridor Improvements

Slide 3: 26 1/2 Rd Multi-Modal Bridge over I-70 Project Proposed Corridor Improvements - Location Map



**Corridor Improvements**

**Proposed North Bridge Abutment and Trail**

**Proposed Bridge**

**Proposed South Bridge Abutment and Trail**

Slide 4: 26 1/2 Rd Multi-Modal Bridge over I-70 Project Location Map – Proposed Bridge Alignment



22 inch sidewalk

24 ft pavement

Slide 5: 26 1/2 Rd Multi-Modal Bridge over I-70 Project Unsafe Bike and Pedestrian Space

Slide 6: 26 ½ Rd Multi-Modal Bridge over I-70 Project  
Unsafe Bike and Pedestrian Space



22 inch wide  
"sidewalk"

24 ft pavement

Slide 7: 26 ½ Rd Multi-Modal Bridge over I-70 Project  
Unsafe Bike and Pedestrian Space  
(Artificial Intelligence generated image)



22 inch wide  
"sidewalk"

24 ft pavement

**RESOLUTION NO. \_\_-24**

**A RESOLUTION SUPPORTING A GRANT APPLICATION FOR MULTIMODAL PROJECT DISCRETIONARY GRANT FUNDING FOR 26 ½ ROAD MULTIMODAL BRIDGE OVER I-70**

BE IT RESOLVED by the City Council of the City of Grand Junction, Colorado that:

The City of Grand Junction by, with and through this Resolution supports the 26 ½ Road Multi-modal bridge over I-70 project.

The Federal Infrastructure Investment and Jobs Act (IIJA), commonly referred to as the Bipartisan Infrastructure Bill was signed into law on November 15, 2021. As part of the legislation, Department of Transportation (DOT) made funds available to invest in projects of national or regional significance. Multimodal Project Discretionary Grant (MPDG) applicants will be considered across three programs unless they opt out of a specific program. The FY 2025 and 2026 round will focus on supporting projects that improve safety, economic strength, equity, and climate and sustainability consistent with the DOT's strategic goals.

The MPDG provides funding for projects such as on- and off-road pedestrian and bicycle facilities and in accordance with the grant purposes, the City Public Works Department proposes funds be granted to support a new multimodal bridge to be constructed just east of the existing 26 ½ Road bridge at I-70 ("Project").

City staff is seeking \$2.0 million from the U.S. DOT's Multimodal Project Discretionary Grant fund for a \$4.0 million project representing a 50% match. Completion of the Project is planned for 2026.

The City Council authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any grant award. If a grant is awarded, the City Council authorizes the City Manager to sign the grant agreement for the Project.

The City staff has recommended that the City Council support the grant application and if awarded that the grant be utilized for the 26 ½ Road at I-70 Multi-modal bridge Project.

PASSED and ADOPTED this 1<sup>st</sup> day of May 2024.

ATTEST:

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

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





**Grand Junction City Council**

**Regular Session**

**Item #2.b.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Randi Kim

---

**Information**

**SUBJECT:**

A Resolution Supporting the Grant Application for a Bureau of Reclamation Grant for the Juniata Enlarged Ditch Piping Project

**RECOMMENDATION:**

Staff recommends approving a resolution supporting the grant application for a Bureau of Reclamation Grant for the Juniata Enlarged Ditch Piping Project

**EXECUTIVE SUMMARY:**

The proposed project would develop engineering plans for piping the Juniata Enlarged Ditch, which would serve to eliminate water loss, strengthening the water supply for both municipal and agricultural users. The proposed project would build on several foundational studies and planning efforts undertaken by the City, which indicate that the City should maximize the use of their existing water supplies from Kannah Creek. The total cost for the design phase is \$320,000, 50 percent of which would be funded by the City, with the remaining funding coming through a Bureau of Reclamation grant program.

**BACKGROUND OR DETAILED INFORMATION:**

The Juniata Enlarged Ditch can divert up to 129 cubic feet per second (cfs) from Kannah Creek. The ditch is approximately 2.3 miles long and conveys water to the Juniata Reservoir. Stored water in the reservoir is then conveyed via pipeline to the City's treatment and distribution system for delivery to municipal water users within the Grand Junction Water Service Area. In addition, the Juniata Enlarged Ditch conveys water to the Juniata Ditch, which provides irrigation supplies to several agricultural water users.

The Juniata Enlarged Ditch typically experiences approximately 30 percent water loss

due to evaporation and seepage. The proposed project would develop engineering plans for piping the Juniata Enlarged Ditch, which would serve to eliminate this water loss, strengthening the water supply for both municipal and agricultural users. The proposed project would build on several foundational studies and planning efforts undertaken by the City, which indicate that the City should maximize the use of their existing water supplies from Kannah Creek.

In January 2024, the City received a \$19,000 grant from the Colorado Water Conservation Board (CWCB) to provide technical assistance to prepare a Bureau of Reclamation (BOR) WaterSMART Project Planning and Design Grant application for the Juniata Enlarged Ditch Piping Project. CWCB's contractor provided technical assistance to develop the grant application and demonstrate the project benefits, which include conserving existing water supplies to provide resiliency against climate change and meeting projected municipal growth demands. The project is estimated to conserve approximately 510 acre-feet per year of water for municipal water use and 910 acre-feet for agricultural water use.

The total cost of the design phase of the project is \$320,000. The City would request funding of 50 percent of the project or \$160,000 from the Bureau of Reclamation grant program. The design phase of the project would take approximately 12 months to complete. The estimated completion date is April 2026 (assuming a grant award date of April 1, 2025).

**FISCAL IMPACT:**

If awarded, grant funding would be available in 2025. Matching funds of 50 percent, or \$160,000, would be required to be appropriated for the Water Capital Fund in 2025.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 30-24, a resolution supporting the grant application for a Bureau of Reclamation Grant for the Juniata Enlarged Ditch Piping Project

**Attachments**

1. RES-BOR Grant Juniata Enlarged Ditch Project 20240425

Resolution No. \_\_-24

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A BUREAU OF RECLAMATION  
GRANT FOR THE JUNIATA ENLARGED DITCH PIPING PROJECT

Be it resolved by the City Council of the City of Grand Junction, Colorado that:

The City of Grand Junction by, with and through this Resolution of the City Council supports the WaterSMART Planning and Project Design Grant application that the City of Grand Junction has made to the United States Bureau of Reclamation (BOR). The application, in anticipation of a grant award, will assist the City in planning and design of the Juniata Enlarged Ditch Piping Project.

The BOR provides assistance to states, tribes and local governments for collaborative planning and design projects to support water management improvements. This includes funding for Project Design Grants to conduct project-specific design for projects to improve water management. In accordance with the grant purposes, the City Utilities Department proposes to develop a design to pipe the Juniata Enlarged Ditch. The Juniata Enlarged Ditch has a diversion right of 129 cfs from Kannah Creek. The ditch is approximately 2.3 miles and conveys water to the Juniata Reservoir for municipal water supply. In addition, the Juniata Enlarged Ditch conveys water to the Juniata Ditch which serves downstream agricultural water users. The Juniata Enlarged Ditch experiences about 30% water loss due to evaporation and seepage. Piping the ditch would conserve this water and make more water available for municipal and agricultural uses in support of BOR WaterSMART goals.

The City staff is seeking BOR grant funding in the amount of \$160,000 with an anticipated award in 2025. The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any Grant awarded.

If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Bureau of Reclamation for the Juniata Enlarged Ditch Piping Project grant program.

The City staff has recommended that the City Council support the grant application and if awarded, that the grant be utilized for the important purposes of continuing to carefully manage the City's water resources.

PASSED and ADOPTED this 1<sup>st</sup> day of May 2024

President of the Council

ATTEST:

Amy Phillips  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #2.c.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Brandon Stam, DDA Executive Director  
**Department:** Downtown Development Authority  
**Submitted By:** Brandon Stam

---

**Information**

**SUBJECT:**

A Resolution Authorizing an Outdoor Dining Lease to Gears and Grinds, LLC dba Mountain Air Roasters Located at 126 North 7th Street

**RECOMMENDATION:**

Staff recommends approval of the resolution.

**EXECUTIVE SUMMARY:**

The business owner is requesting a first time Outdoor Dining Lease for an area directly in front of their building at 126 North 7th Street.

**BACKGROUND OR DETAILED INFORMATION:**

The business owner (Mountain Air Roasters) is requesting a first-time Outdoor Dining Lease for an area directly in front of their building at 126 North 7th Street.

Attached is the dining lease for reference. The lease is expected to begin in May and will consist of fencing along with tables and chairs. The applicant is also seeking a liquor license which will include an outdoor dining area.

**FISCAL IMPACT:**

None

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 31-24, a resolution authorizing the lease of sidewalk right-of-way to Gears and Grinds, LLC dba Mountain Air Roasters located at 126 North 7th Street.

**Attachments**

1. 2024 Mountain Air Roasters-126 N 7th Street-ODL Agreement-final
2. Resolution Outdoor Dining Lease-Gears and Grinds dba Mountain Air Roasters

## DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 15th day of MARCH, 2024, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Gears and Grinds dba Mountain Air Roasters as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

### RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120, established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized, available by lease to proximate landowners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

#### 1. Demise of Premises.

Option A: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 445 square feet of the public way located in front of and immediately across the sidewalk from 126 N. 7<sup>th</sup> Street. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

#### 2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on March 15th, 2024. Upon signature by all parties this Agreement supersedes all prior leases and terminates on March 15th, 2025.

#### 3. Rental.

Lessee shall pay rent to Lessor at the rate of \$2.00 per square foot per year and in the total sum of \$ 890.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

#### 4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided

Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises' boundaries.

**5. Assignment or Subletting Prohibited.**

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

**6. Compliance with Legal Requirements.**

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils, and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

**7. Taxes.**

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

**8. Utilities.**

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

**9. Improvements and Personal Property.**

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures, and equipment in the Premises so long as the same do not endanger any passersby or patrons and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by

the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design, and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment, or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

#### **10. Safe and Sanitary Condition.**

Lessee shall at all times keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premise necessary to keep area in a clean and



sanitary condition. Lessor reserves the right to hire a 3<sup>rd</sup> party contractor to clean the premises at the cost of the lessee.

**11. Lessor and Agent not Liable for Damages or Injuries.**

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

**12. Insurance.**

Lessee agrees to furnish Certificates(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance, and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation, or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

**13. Inspection, Access, and Improvements by City and/or DDA.**

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

**14. Delivery and Condition of Premises upon Expiration or Termination.**

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

**15. Limitation of Rights Demised.**

The City by this demise hereby conveys no rights or interest in the public way except

the right to the uses on such terms and conditions as are described herein and retains all title thereto.

**16. Sale or Transfer of Lessee's Business Interest**

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

**17. Attorney's Fees.**

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

**18. Waiver.**

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

**19. Default.**

a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein

permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises, and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

## **20. Notices and Written Consents.**

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney  
250 North 5th Street  
Grand Junction, Colorado 81501

To Lessee: Mountain Air Roasters  
126 N. 7<sup>th</sup> St.  
Grand Junction, CO 81501

To Agent: Downtown Development Authority  
101 S 3<sup>rd</sup> Street, Suite 100  
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First-Class United States mail.

**21. Binding Effect and Complete Terms.**

The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

**22. Construction of Lease.**

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

**23. Performance Standards.**

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense, and good faith.

**24. Authorization of Parties.**

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

**25. Administrative Agent.**

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and other areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

Lessee:

  
By: *Andrea Phillips* City Manager

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

Agent: Downtown Development Authority

  
By: Brandon Stam, Downtown Grand Junction Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

2/23/24, 11:48 AM

image (4).png



MOUNTAIN AIR ROASTERS — PATIO AREA

APPROX: 445 sq. ft.

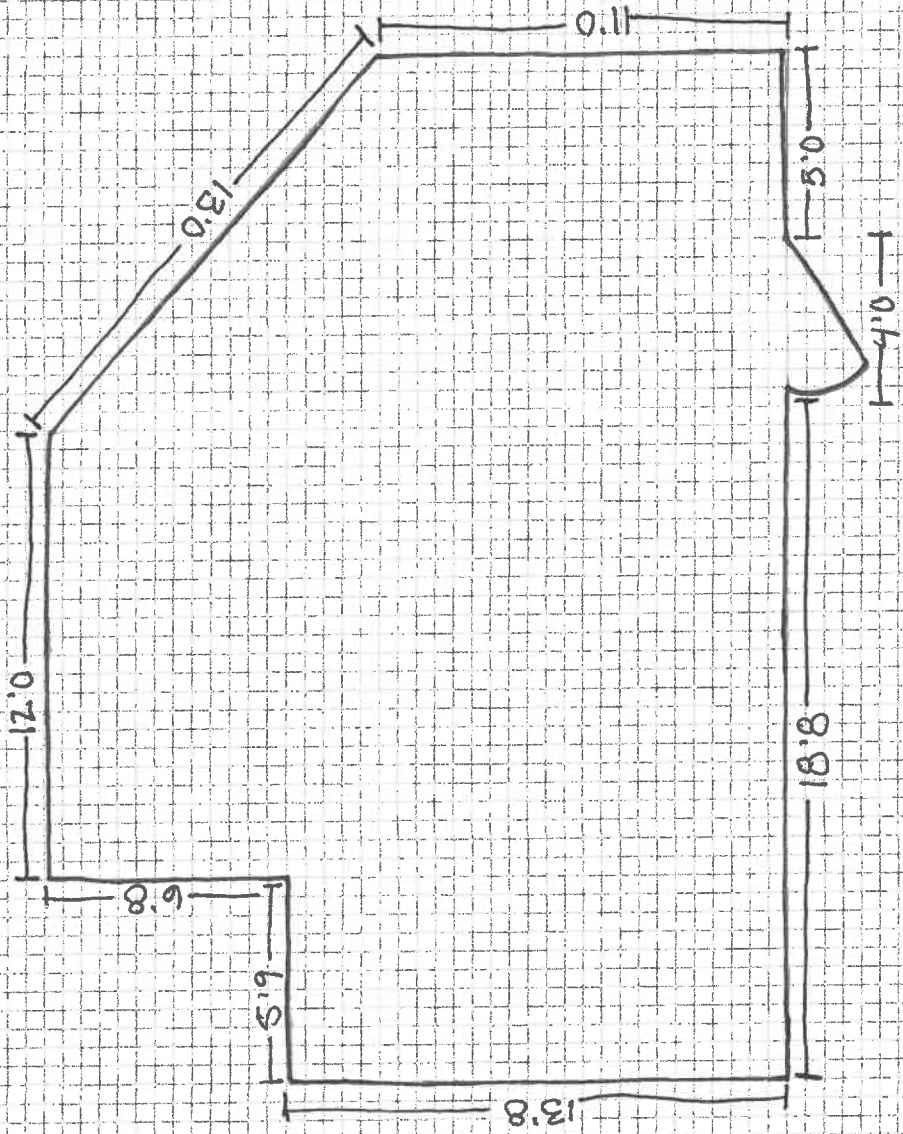


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials.

Business Name (name of insured): Gears And Grinds

DBA (if needed): Mountain Air Roasters

Applicant / Relationship to Business: Owner/Manager

Contact Phone and Email: 970-433-4390 don@mountainairroasters.com

Type of Food/Beverage to be served in leased area: Coffee/Beer/Wine/Liquor

Days of Operation / Operating Hours: Sun-Sat, 7am - 10pm

How this operation will benefit Downtown Grand Junction: This will benefit downtown by providing a comfortable outdoor seating for clientele to enjoy their beverages.

Number of tables to be used in the leased area: 7-9

Number of chairs to be used in the leased area: 28-36

Semi-permanent or movable structures including carts, stands, signs, etc: None

Describe any musical or vocal presentations or effects to be used in the leased area:

Acoustical Guitar/Solo musicians.

Are these current:

Permits & Licenses Obtained: State Sales Tax Yes

City Sales Tax Yes

Liquor License In Work

Restaurant/Food Service Yes

Proof of Liability Insurance Coverage Provided? Yes

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: [Signature]

Date: 4/10/24



If denied, state reason:

---

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all the necessary and required permits or licenses to engage in the business or activity proposed.

I, Don Wilson, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers, and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers, and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 7 day of MARCH, 2024.

Signed: 

STATE COLORADO COUNTY MESA PUBLIC SAFETY

**Must collect taxes for:**  
**SALES TAX LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
95571633-0000	08	0018	008	L	022023	Dec	20	23	2025

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: JACK ANDERSEN  
126 NORTH 7TH STREET GRAND JUNCTION CO 81501

**THIS LICENSE IS NOT TRANSFERABLE**



JACK ANDERSEN MOUNTAIN AIR ROASTERS  
126 N 7TH ST  
GRAND JUNCTION CO 81501-3524

Executive Director  
Department of Revenue

Letter Id: L0520779024

▲ Detach Here ▲  
**IMPORTANT INFORMATION**

**Now that you have your license, here's what you need to know:**

- Use the letter ID above and go to [Colorado.gov/RevenueOnline](http://Colorado.gov/RevenueOnline) to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
  - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
  - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
  - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

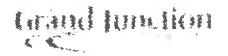
We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website [Colorado.gov/tax](http://Colorado.gov/tax) and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

**Thank you for registering with the Colorado Department of Revenue.**



**City of Grand Junction**

<https://www.gjcity.org>  
CITY OF GRAND JUNCTION  
PO BOX 2088  
GRAND JUNCTION, CO 81502



February 27, 2023

GEERS AND GRINDS  
126 N 7TH ST  
GRAND JUNCTION CO 81501-3524

**Tax  
Account  
Letter**

License Account  
20009801-002-LIC  
L0812515328

Dear Sales Tax Account Holder,

Thank you for applying for a City of Grand Junction sales tax license. Your physical license is attached below. Per section 3.12.240 of the City of Grand Junction Municipal Code, businesses located within the City of Grand Junction are required to post the license in a conspicuous place at the business location.

Tax returns and associated payments are due on the 20<sup>th</sup> of each month following the close of your reporting period, of which is indicated on the license below. If the 20<sup>th</sup> falls on a weekend or city holiday, the due date is the following business day. A tax return must be filed, even if no taxes are due. The City of Grand Junction does not print or mail return forms. You may file your return electronically or print valid return forms from your online account at <https://grandjunctiononline.gentaxcpc.net>. Your account may also be subject to an initial use tax filing which is indicated in the Action Center of your online account.

Please visit our website at <https://www.gjcity.org/> for more information on sales tax and licensing, including tax rates, tax guidance, and FAQs.

For questions about city taxes and licensing, please call the Grand Junction Sales Tax Department at (970) 244-1521 or email us at [gjsalestax@gjcity.org](mailto:gjsalestax@gjcity.org).

<b>LICENSE NUMBER</b> S20009801-0001	<b>CITY OF GRAND JUNCTION</b>		
	<b>STOREFRONT</b>		
<b>COMMENCE DATE</b> February 27, 2023		<b>TAX TYPE(S)</b>	<b>FILING</b>
	<b>GEERS AND GRINDS MOUNTAIN AIR ROASTERS 126 N 7TH ST GRAND JUNCTION CO 81501-3524</b>	Sales and Use	Quarterly
THIS CERTIFIES THAT THE LICENSEE SHOWN HEREON IS AUTHORIZED TO COLLECT OR PAY CITY OF GRAND JUNCTION SALES OR USE TAX FOR THE LOCATION. ANY ALTERATION MADE ON THIS LICENSE WILL AUTOMATICALLY MAKE IT NULL AND VOID	<b>NATURE OF BUSINESS:</b> 311920 - Coffee and Tea Manufacturing		
<b>THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS SHOWN AND IS NOT TRANSFERABLE</b>			



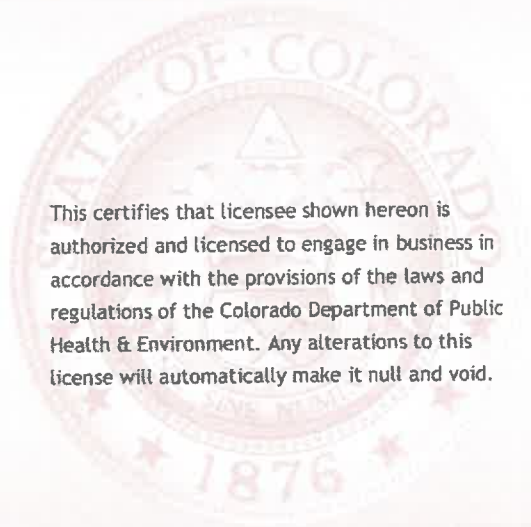
## 2024 License to Operate: Retail Food

License must be posted at the following location in a conspicuous place:

License #: MESA\_RFE2199

Owner: Mountain Air Roasters

**DBA: Mountain Air Roasters**  
126 N 7th St  
Grand Junction CO 81501-3524



This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the laws and regulations of the Colorado Department of Public Health & Environment. Any alterations to this license will automatically make it null and void.

License Valid until: 12/31/2024

License Type: Limited Food Service

Issued By: Mesa County Public Health

Mountain Air Roasters  
126 N 7th St  
Grand Junction CO 81501-3524



## BUSINESSOWNER (BOP) – SCHEDULE OF COVERAGE

Date Printed: 08/21/23

Mountain Air Roasters

Policy Term: 10/10/23-10/10/24

### DESCRIBED PREMISES

Location Number	Location Name	Location	Primary
1	Coffee Shop	126 N 7th St, Grand Junction, CO 81501	X

### OFFERINGS

Xpand Restaurant

Premium: \$80.00

### SECTION I – PROPERTY

#### LOCATIONS – DEDUCTIBLES

Location Number	Property Deductible	Windstorm or Hail Percentage Deductible	Automatic % Increase	Inside City Limits	Distance To Fire Station
1	\$1,000	Not Applicable	6%	Yes	1

#### BUILDINGS

Location: 1    Building Number: 1    Building Description: Coffee Shop

Building Limit of Insurance: No Coverage	Valuation: Not Applicable	Automatic Increase %: Not Applicable	Damage To Premises Rented To You: \$300,000
---	------------------------------	---	---

Building Premium: \$0.00

#### CLASSIFICATION

Location / Building Number: Location 1, Building 1	Class Number: 1	Property Type: Restaurant-Limited Cooking	Classification Description: Coffee Bars or Shops	Class Code: 09041
---	-----------------	--	---	----------------------

Business Personal Property Limit of Insurance: \$300,000    Functional Building Personal Property Loss Valuation: No

Classification Premium: \$340.00

#### BUILDING – OPTIONAL COVERAGES

Coverage Name	Coverage Information	Applicable Building	Premium
Accounts Receivables	Limit of Insurance: \$50,000	Loc, Bldg: 1, 1 Class: 1	



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO  
GEARS AND GRINDS, LLC, DBA MOUNTAIN AIR ROASTERS, LOCATED AT 126  
NORTH 7<sup>TH</sup> STREET**

Recitals:

The City has negotiated an agreement for Gears and Grinds, LLC. to lease a portion of the sidewalk right-of-way located in front of 126 North 7<sup>th</sup> Street for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to Gears and Grinds, LLC.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way directly in front of 126 North 7<sup>th</sup> Street for an initial term commencing date of liquor license approval and terminating one year from that date to Gears and Grinds, LLC.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_, 2024.

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

Attest:

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



**Grand Junction City Council**

**Regular Session**

**Item #2.d.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Brandon Stam, DDA Executive Director  
**Department:** Downtown Development Authority  
**Submitted By:** Brandon Stam

---

**Information**

**SUBJECT:**

A Resolution Authorizing an Outdoor Dining Lease to CRU Hospitality, LTD dba Cruise Control Located at 555 Colorado Avenue

**RECOMMENDATION:**

Staff recommends approval of the resolution.

**EXECUTIVE SUMMARY:**

The business owner (Cruise Control) is requesting a first-time Outdoor Dining Lease for an area abutting their building at 555 Colorado Ave.

**BACKGROUND OR DETAILED INFORMATION:**

The business owner (Cruise Control) is requesting a first-time Outdoor Dining Lease for an area abutting their building at 555 Colorado Ave.

Attached is the dining lease for reference. The lease is expected to begin in May and will consist of fencing along with tables and chairs. The applicant has received a liquor license which will include an outdoor dining area.

**FISCAL IMPACT:**

None

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 32-24, a resolution authorizing the lease of sidewalk right-of-way to CRU Hospitality, LTD, dba Cruise Control Located at 555 Colorado Avenue.

**Attachments**



1. 2024 Cruise Control Kitchen & Cellar-555 Colorado Ave-ODL Agreement-Final
2. Resolution Outdoor Dining Lease-CRU Hospitality dba Cruise Control

## **DOWNTOWN OUTDOOR DINING LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 1<sup>st</sup> day of May 2024, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, CRU Hospitality LTD dba Cruise Control Kitchen and Cellar as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

### **RECITALS:**

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120, established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized, available by lease to proximate landowners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

#### **1. Demise of Premises.**

**Option A:** The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 256 square feet of the public way located in front of and immediately across the sidewalk from 555 Colorado Ave. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

#### **2. Term.**

The term of this Agreement shall be for a period of nine months to commence on May 1, 2024. Upon signature by all parties this Agreement supersedes all prior leases and terminates on January 24, 2025.

#### **3. Rental.**

Lessee shall pay rent to Lessor at the rate of \$2.00 per square foot per year for a nine-month term. The prorated total sum for this period is \$384.00, payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

#### **4. Permitted Uses and Hours of Operation.**

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service

extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises' boundaries.

**5. Assignment or Subletting Prohibited.**

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

**6. Compliance with Legal Requirements.**

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils, and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

**7. Taxes.**

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

**8. Utilities.**

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

**9. Improvements and Personal Property.**

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures, and equipment in the Premises so long as the same do not endanger any passersby or patrons and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by

the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design, and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment, or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

#### **10. Safe and Sanitary Condition.**

Lessee shall at all times keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premise necessary to keep area in a clean and

sanitary condition. Lessor reserves the right to hire a 3<sup>rd</sup> party contractor to clean the premises at the cost of the lessee.

**11. Lessor and Agent not Liable for Damages or Injuries.**

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

**12. Insurance.**

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance, and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation, or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

**13. Inspection, Access, and Improvements by City and/or DDA.**

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

**14. Delivery and Condition of Premises upon Expiration or Termination.**

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

**15. Limitation of Rights Demised.**

The City by this demise hereby conveys no rights or interest in the public way except

the right to the uses on such terms and conditions as are described herein and retains all title thereto.

#### **16. Sale or Transfer of Lessee's Business Interest**

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

#### **17. Attorney's Fees.**

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

#### **18. Waiver.**

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

#### **19. Default.**

a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises, and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

**20. Notices and Written Consents.**

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney  
250 North 5th Street  
Grand Junction, Colorado 81501

To Lessee: Cruise Control Kitchen and Cellar  
555 Colorado Ave  
Grand Junction, CO 81501

To Agent: Downtown Development Authority  
101 S 3<sup>rd</sup> Street, Suite 100  
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First-Class United States mail.

**21. Binding Effect and Complete Terms.**

The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

**22. Construction of Lease.**

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

**23. Performance Standards.**

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense, and good faith.

**24. Authorization of Parties.**

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

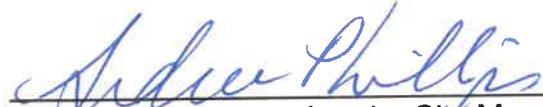
**25. Administrative Agent.**

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and other areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.



IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

  
By: Andrea Phillips, Interim City Manager

Lessee:

  
By:

Agent: Downtown Development Authority

  
By: Brandon Stam, Downtown Grand Junction Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

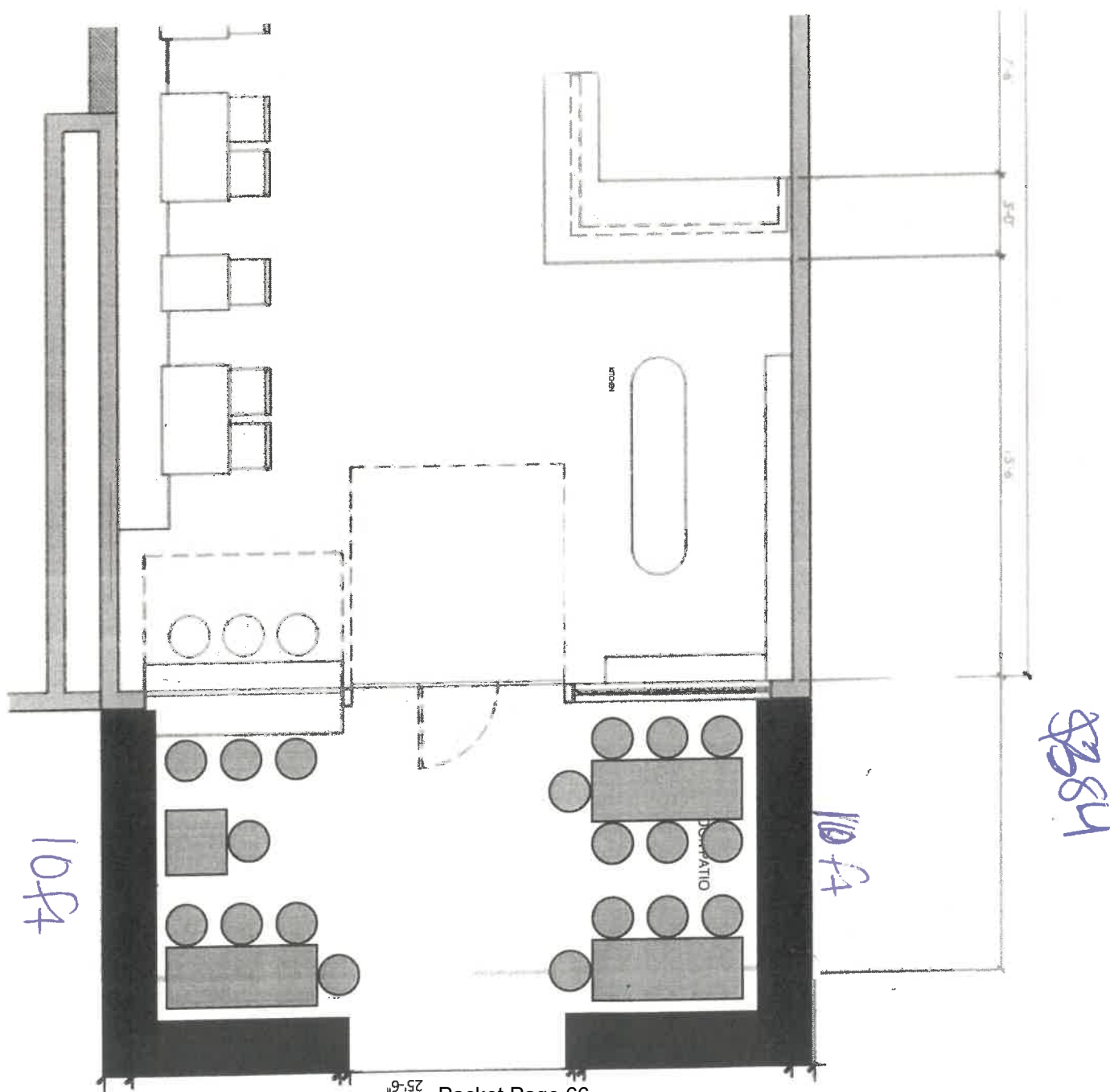


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials.

Business Name (name of insured): CRU Hospitality LTD

DBA (if needed): Cruise Control Kitchen and Cellar

Applicant / Relationship to Business: Taryn Brooks/ Owner

Contact Phone and Email: tarynstime@gmail.com 303-883-0267

Type of Food/Beverage to be served in leased area: Hot dogs/Sandwich, sharables, beer, wine, cocktails

Days of Operation / Operating Hours: Thurs-Mon Currently, 2-8pm 2-9pm Sat and Sunday. Hours will change once kitchen is open. 11am-11pm

How this operation will benefit Downtown Grand Junction: Allow guest to enjoy the outside space as well as provide more seating for meals.

Number of tables to be used in the leased area: 4-6

Number of chairs to be used in the leased area: roughly 16

Semi-permanent or movable structures including carts, stands, signs, etc: umbrellas, sandwich sign

Describe any musical or vocal presentations or effects to be used in the leased area:

Acoustic only

Are these current:

Permits & Licenses Obtained:	State Sales Tax	Y
	City Sales Tax	Y
	Liquor License	Y
	Restaurant/Food Service	not yet TBD

Proof of Liability Insurance Coverage Provided? Y

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: 

Date: 4/15/24

If denied, state reason:

\_\_\_\_\_

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all the necessary and required permits or licenses to engage in the business or activity proposed.

I, Taryn Brooks, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers, and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers, and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 15 day of April 2024.

Signed: \_\_\_\_\_



This certifies that the license fee as shown herein has been paid and the licensee hereby authorized and granted permission to engage in the business listed below in strict compliance with all ordinances of the City of Grand Junction, Colorado



**City of Grand Junction,  
COLORADO  
CITY LICENSE**

This License must be posted in a conspicuous place at the business at all times during the year.

2024 DATE PAID  
OCCUPATIONAL TAX RECEIPT NO.

**8044283**  
CLASS - A  
CRU Hospitality, LTD  
dba Cruise Control Kitchen and Cellar  
555 Colorado Avenue  
Grand Junction, CO 81501

*[Signature]*

CITY MANAGER

*[Signature]*

CITY CLERK

LICENSE VALID TO 12-31-24 UNLESS REVOKED OR CANCELLED - NOT TRANSFERABLE

DR 0140 (02/18/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

STATE COLORADO COUNTY MESA PUBLIC SAFETY

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
95033437-0000	08	0018	008	L	030922	Nov	20	23	2025

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: TARYN BROOKS  
555 COLORADO AVE GRAND JUNCTION CO 81501-2605

THIS LICENSE IS NOT  
TRANSFERABLE



CRUISE CONTROL KITCHEN AND CELLAR  
257 MOUNT QUANDRY ST  
GRAND JUNCTION CO 81503-3439

*[Signature]*

Executive Director  
Department of Revenue

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

# CITY OF GRAND JUNCTION

250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

CRU HOSPITALITY, LTD  
dba CRUISE CONTROL KITCHEN AND CELLAR  
555 COLORADO AVE  
GRAND JUNCTION, CO 81501

## ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
<b>4023072</b>	<b>01/24/2025</b>
License Type	
<b>VINTNER'S RESTAURANT (CITY)</b>	
Authorized Beverages	
<b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above.

Any questions concerning this license should be addressed to: City of Grand Junction, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501.

In testimony whereof, the City Council has hereunto subscribed its name by its officers duly authorized this 5<sup>th</sup> day of December 2023.

ATTEST:

THE CITY COUNCIL OF THE CITY OF  
Grand Junction, Colorado



City Clerk



Hearing Officer

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**  
1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**CRU HOSPITALITY LTD  
dba CRUISE CONTROL KITCHEN AND CELLAR  
555 COLORADO AVENUE  
Grand Junction CO 81501**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-16090</b>	License Expires at Midnight <b>January 24, 2025</b>
License Type <b>VINTNER'S RESTAURANT (CITY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 12/4/2023 MH

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Interim Executive Director



CRUHOSP-01

KASSEYC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Kasey Cota <b>PHONE (A/C, No, Ext):</b> (970) 254-0824 <b>FAX (A/C, No):</b> (970) 243-3914 <b>E-MAIL ADDRESS:</b> kaseyc@hlic.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A :</b> Illinois Casualty Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**INSURED**

Cru Hospitality Ltd. dba Cruise Control Kitchen and Cellar  
257 Mt Quandry St.  
Grand Junction, CO 81503

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BP48783	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 2,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			UL18663	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
							PER STATUTE	OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N    N / A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Liquor Liability</b>			LL113940	1/1/2024	1/1/2025	<b>Aggregate</b>	<b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Chase Place Residences, Ltd 2140 Arapahoe St Denver, CO 80205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# REVENUE RECAP SHEET

DEPARTMENT: DDA/BID					TODAY'S DATE: 4/16/2024		
YR	INDEX	FUND	ORGN	ACCT	PRG	PROJECT	AMOUNT
DESC: Cruise Control-Outdoor Dining Lease Agreement fee							
		711	904	4100			\$ 384.00
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
DESC:							
						<b>Bank Card Total</b>	\$ -
						<b>Checks Total</b>	\$ 384.00
						<b>Cash Total</b>	\$ -
<b>Prepared By:</b>		Vonda Bauer		<b>Pg 1 of 1</b>	<b>GRAND TOTAL</b>	<b>\$</b>	<b>384.00</b>

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO  
CRU HOSPITALITY LTD DBA CRUISE CONTROL KITCHEN AND CELLAR,  
LOCATED AT 555 COLORADO AVE**

Recitals:

The City has negotiated an agreement for CRU Hospitality LTD. to lease a portion of the sidewalk right-of-way abutting the 555 Colorado Ave for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to CRU Hospitality LTD.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way abutting 555 Colorado Ave for an initial term commencing date of liquor license approval and terminating one year from that date to CRU Hospitality LTD.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_, 2024.

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

Attest:

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



## Grand Junction City Council

### Regular Session

Item #3.a.

---

**Meeting Date:** May 1, 2024  
**Presented By:** Amy Phillips, City Clerk  
**Department:** City Clerk  
**Submitted By:** Amy Phillips

---

### Information

#### **SUBJECT:**

A Resolution Assigning City Councilmembers to Various Boards, Commissions and Authorities

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution and the attached table making assignments to the various boards, commission and agencies.

#### **EXECUTIVE SUMMARY:**

Annually, the City Council reviews and determines who on the City Council will represent the City Council on various boards, committees, commissions, authorities, and organizations.

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

The City Council assigns its members to serve on a variety of Council-appointed boards, committees, commissions, and authorities, as well as a number of outside organizations. Assignments were discussed at the April 29, 2024, City Council Workshop and this resolution formalizes that discussion.

#### **FISCAL IMPACT:**

There is no direct fiscal impact from this action.

#### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 33-24, a resolution appointing and assigning City Councilmembers to represent the City on various boards, committees, commissions, authorities, and organizations.

### **Attachments**

1. RES-Council Assignments 050124 (1)
2. CITY COUNCIL FORMAL ASSIGNMENT WORKSHEET 2024 (1) (1)

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. XX-24**

**A RESOLUTION APPOINTING AND ASSIGNING CITY COUNCILMEMBERS TO REPRESENT THE CITY ON VARIOUS BOARDS, COMMITTEES, COMMISSIONS, AUTHORITIES AND ORGANIZATIONS**

**Recitals:**

Through various boards, committees, commissions and organizations the citizens of the City have a longstanding tradition of service to the community. The City Council by, and through, its creation of many of those boards and its participation thereon and therewith is no exception.

The City is regularly and genuinely benefitted by the service performed by its boards, committees, commissions, and organizations.

In order to continue that service, the City Council annually, or at convenient intervals, designates certain Council members to serve on the various boards, committees, commissions, authorities, and organizations and with this Resolution accomplishes the same.

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

Until further action by the City Council, the appointments, and assignments of the members of the City Council are as attached and incorporated by this reference and the various appointments and assignments are the action of the City Council.

PASSED AND ADOPTED THIS 1st day of May 2024.

---

President of the City Council

ATTEST:

---

Amy Phillips  
City Clerk

# CITY COUNCIL FORMAL ASSIGNMENT WORKSHEET 2024/2025

## External Agencies

Board/Organization	Meeting Day/Time/Place	2023/2024 Assignments	2024/2025 Assignments
Associated Governments of Northwest Colorado (AGNC)	3rd Wednesday of each month @ 9:00 am different municipalities	Anna Stout  Voting member	Anna Stout  Voting member
Business Incubator Center	1 <sup>st</sup> Wednesday of each month @ 7:30 am, 2591 Legacy Way	Dennis Simpson  Ex-Officio /non-voting	Dennis Simpson  Ex-Officio /non-voting
Colorado Municipal League-Policy Committee	CML Office	Anna Stout  Participation per Committee Rules	Anna Stout  Participation per Committee Rules
Downtown Development Authority/Downtown BID	4th Thursdays @ 7:30 am @ Growl Agency, 750 Main St. Nov. & Dec meetings are the 2 <sup>nd</sup> Thursday of the month	Abe Herman  Voting member	Abe Herman  Voting member
Grand Junction Economic Partnership	3rd Wednesday of each month @ 7:30 am @ GJEP offices, 122 N. 6 <sup>th</sup> Street No March or November meetings	Cody Kennedy  Voting member	Cody Kennedy  Voting member
Grand Junction Housing Authority	2 <sup>nd</sup> Tuesday of each month @ 5:00 pm @ GJHA Offices at 8 Foresight Circle	Randall Reitz <b>Alternate</b> Scott Beilfuss  Voting member	Randall Reitz <b>Alternate</b> Scott Beilfuss  Voting member
Grand Junction Regional Airport Authority	3 <sup>rd</sup> Tuesday of each month @ 11:30 am @ the Airport Terminal Building (additional meetings as needed)	Randall Reitz  Voting member	Cody Kennedy  Voting member
Grand Valley Regional Transportation Committee (GVRTC)	4 <sup>th</sup> Monday of each month @ 3:00 pm @ City Hall Auditorium	Jason Nguyen  Voting member	Jason Nguyen Alternate Scott Beilfuss  Voting member



<b>Board/Organization</b>	<b>Meeting Day/Time/Place</b>	<b>2022/2023 Assignments</b>	<b>2023/2024 Assignments</b>
Homeless Coalition	3 <sup>rd</sup> Thursday of each month at 10 a.m. at Mesa County Public Library	Scott Beilfuss  Ex officio /non-voting	Scott Beilfuss  Ex officio /non-voting
Horizon Drive Association Bus. Improvement District	3 <sup>rd</sup> Wednesday of each month at 10:30 a.m., Horizon Drive Conference Room	Dennis Simpson  Voting member	Dennis Simpson  Voting member
Las Colonias Development Corporation	Meets as needed and scheduled	Cody Kennedy  Voting	Cody Kennedy  Voting
Mesa County Separator Project Board (PDR)	5X a year-Feb., April, June, Sept. and Dec. @ Networks Unlimited, 515 S. 7 <sup>th</sup> St.	Mayoral Assignment	Mayoral Assignment
One Riverfront	2 <sup>nd</sup> Monday of every even month @ 5:30 p.m. in the Old Courthouse 1 <sup>st</sup> Floor Training Room A, 3 <sup>rd</sup> Floor Annex,	Jason Nguyen  Non-voting member	Randall Reitz  Non-voting member
Air Service Alliance	1 <sup>st</sup> Friday of every even month @ 9:00 am @ Chamber of Commerce	Dennis Simpson  Non-voting member	Anna Stout  Non-voting member
Museum of the West	As needed	Cody Kennedy  Voting	Cody Kennedy  Voting
Colorado Water Congress	Weekly Virtual Meetings during the State Legislative Session	Anna Stout  Voting	Dennis Simpson  Voting



## Internal Boards and Commissions

Board Name	Meeting Day/Time/Place	2022/2023 Assignments	2023/2024 Assignments
Commission on Arts and Culture <sup>1</sup>	4 <sup>th</sup> Wednesday of each month at 4:00 p.m. Except Nov. and Dec.	Scott Beilfuss Voting /TBD	Scott Beilfuss Voting /TBD
Forestry Board	First Thursday of each month at 8:30 a.m. Parks Office 2529 High Country Ct.	Cody Kennedy Voting member	Scott Beilfuss Voting member
Parks Improvement Advisory Board (PIAB)	Quarterly, 2nd Tuesday @ noon @ various locations (usually Hospitality Suite)	Abe Herman <b>Alternate</b> Cody Kennedy Voting member	Abe Herman <b>Alternate</b> Anna Stout Voting member
Parks & Recreation Advisory Board	1 <sup>st</sup> Thursday @ noon usually at the Hospitality Suite	Abe Herman <b>Alternate</b> Cody Kennedy Voting member	Abe Herman <b>Alternate</b> Anna Stout Voting member
Persigo Board (All City and County Elected)	Annually and as needed	All Voting members	All
Property Committee	Meets as needed and scheduled	Anna Stout Abe Herman	Mayor Mayor Pro Tem
Riverview Technology Corporation	Annual meeting in January 1 <sup>st</sup> Wednesday of the month at 9 a.m. at 2591 Legacy Way	Dennis Simpson  Ex-Officio /non-voting	Dennis Simpson  Ex-Officio /non-voting
Urban Trails Committee	2 <sup>nd</sup> Wednesday of each month @ 5:30 pm	Jason Nguyen  <b>Alternate</b> Abe Herman Voting member unless appointed by the City Manager	Jason Nguyen  <b>Alternate</b> Abe Herman Voting member unless appointed by the City Manager

<sup>1</sup> Bylaws and appointing resolutions are under revision. The recommendation will be that the Councilmember be a voting member.

Board Name	Meeting Day/Time/Place	2022/2023 Assignments	2023/2024 Assignments
Historic Preservation Board	1 <sup>st</sup> Tuesday of each month at 4:00 p.m. usually in the Auditorium	<p>Scott Beilfuss</p> <p>Council service on the HPB is optional – if a Councilmember is appointed then the appointee is a voting member</p>	<p>Scott Beilfuss</p> <p>Council service on the HPB is optional – if a Councilmember is appointed then the appointee is a voting member</p>
Visit Grand Junction	2 <sup>nd</sup> Tuesday of each month at 3:00 p.m. Various locations	<p>Anna Stout</p> <p><b>Alternate</b> Cody Kennedy</p> <p>Voting member</p>	<p>Randall Reitz</p> <p><b>Alternate</b> Anna Stout</p> <p>Voting member</p>



**Grand Junction City Council**

**Regular Session**

**Item #4.a.i.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Tamra Allen, Community Development Director  
**Department:** Community Development  
**Submitted By:** Daniella Acosta Stine, Senior Planner

---

**Information**

**SUBJECT:**

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 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction to Buena Vida HQ, LLC

**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, hospitality and 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 the 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. 5217, an ordinance 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 and authorize and order final publication in pamphlet form.

**Attachments**

1. AGR-Lease Buena Vida
2. El Jet's\_Tent Lease Area Exhibit - 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

---

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

---

Greg Caton, City Manager  
City/Landlord

BUENA VIDA HQ, LLC,  
a Colorado limited liability company

---

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**

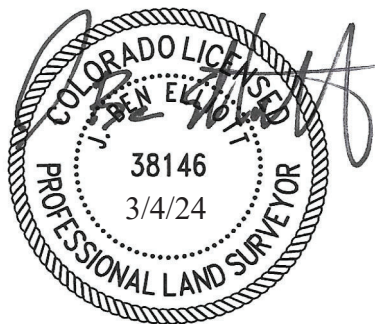
591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

**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

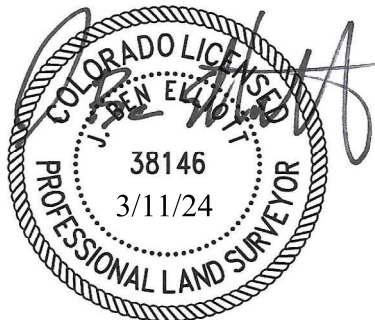
**EXHIBIT A**  
**Access Easement Parcel 1**  
**Legal Description**

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

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

20.00' Utility Esmt.  
 Lot 16  
 Lot 10

Rec. No. 2880032

S16°25'03"W 426.06'

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

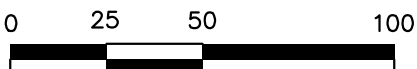
LINE	BEARING	DISTANCE
L1	S47°11'16"W	19.01'
L2	N47°11'16"E	19.00'
L3	S56°09'26"W	19.00'
L4	N56°09'26"E	19.00'

### 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

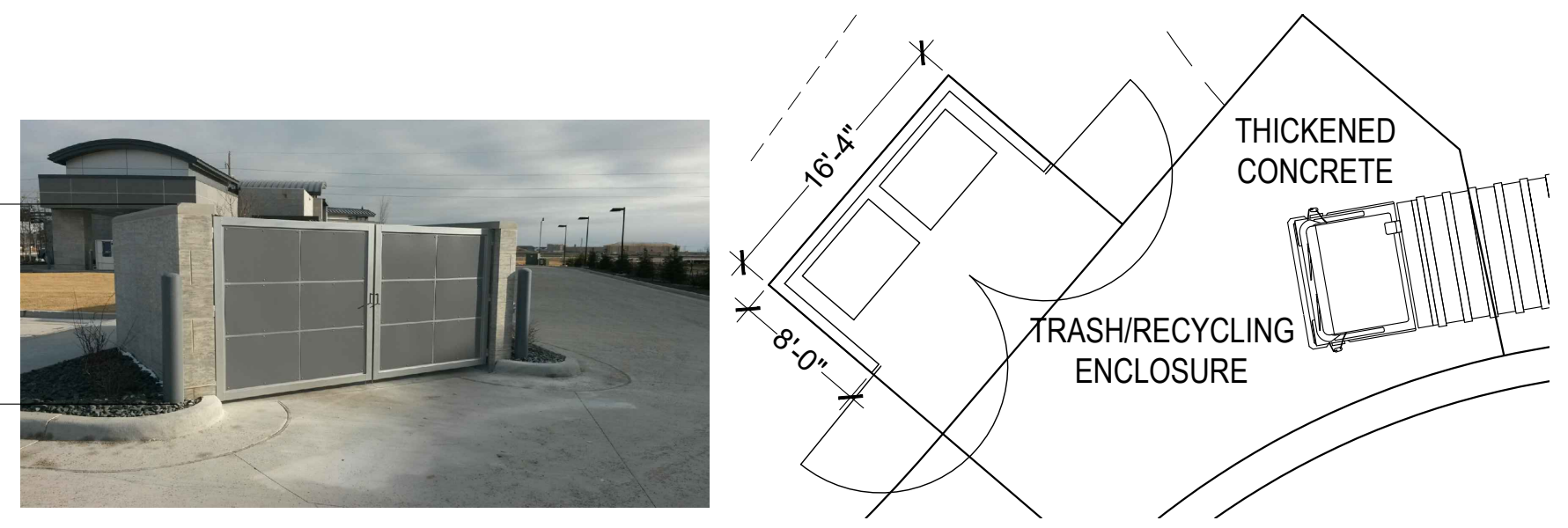
Grand Junction, Colorado 81505

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



**1 Fences & Walls**  
NTS



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

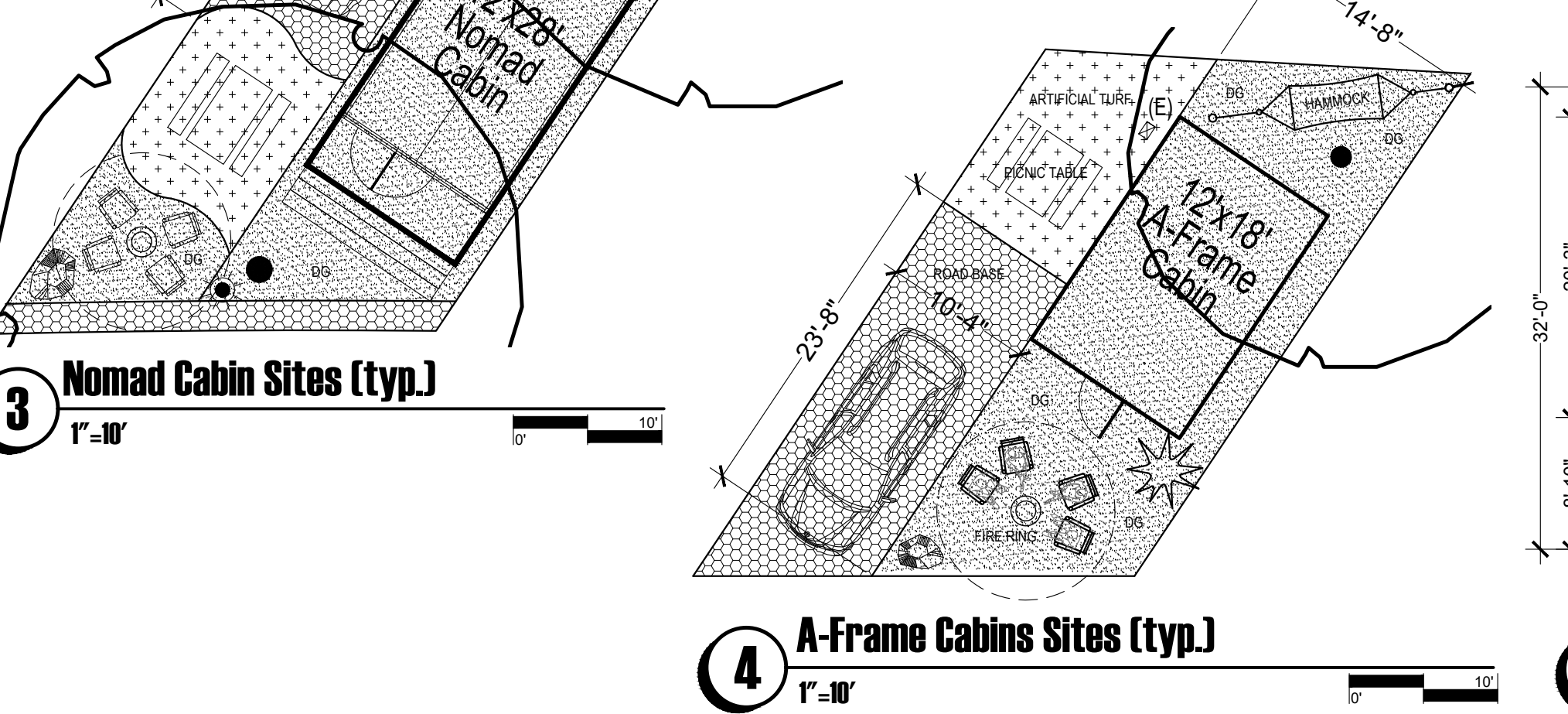
PARCEL INFORMATION:  
ACCOUNT NUMBER: R055488  
PARCEL NUMBER: 2945-154-26-017  
OWNER: CORONA JUAN  
JOINT OWNER:  
ADDRESS: 530 HALE AVE  
ZIP CODE: 81501  
SALE DATE: 8/20/2014, 1:00 AM  
ZONING: R-8  
TAX ASSESSOR CODE: 10101  
APPROXIMATE ACRES: 0.22  
JURISDICTION: CITY OF GRAND JUNCTION

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

PARCEL INFORMATION:  
ACCOUNT NUMBER: R056485  
PARCEL NUMBER: 2945-154-26-016  
OWNER: MONTOYA CARLOS D  
JOINT OWNER: MONTOYA SUBLETTE  
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

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

PARCEL INFORMATION:  
ACCOUNT NUMBER: R414344  
PARCEL NUMBER: 2945-221-21-004  
OWNER: CITY OF GRAND JUNCTION  
JOINT OWNERS:  
ADDRESS: 559 HALE AVE  
ZIP CODE: 81501  
SALE DATE:  
ZONING: PD  
TAX ASSESSOR CODE: 11111  
APPROXIMATE ACRES: 16.37  
JURISDICTION: CITY OF GRAND JUNCTION



PARCEL INFORMATION:  
ACCOUNT NUMBER: R101342  
PARCEL NUMBER: 2945-221-21-002  
OWNER: CITY OF GRAND JUNCTION  
JOINT OWNER:  
ADDRESS: 2591 RIVERSIDE PKWY  
ZIP CODE: 81501  
SALE DATE:  
ZONING: PD  
TAX ASSESSOR CODE: 10113  
APPROXIMATE ACRES: 20.60  
JURISDICTION: CITY OF GRAND JUNCTION

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

### 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

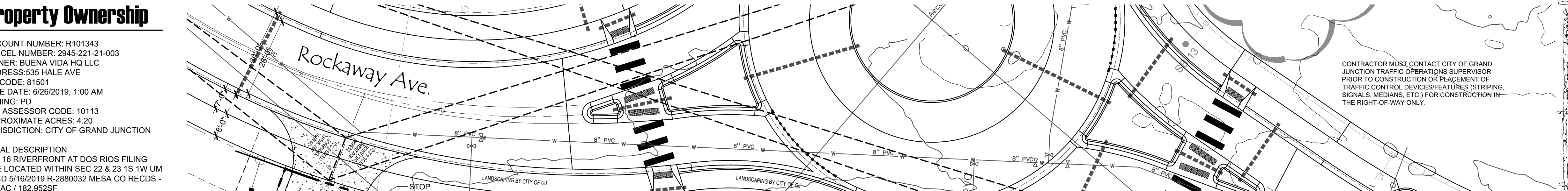
ACCOUNT NUMBER: R101343  
PARCEL NUMBER: 2945-221-21-003  
OWNER: BUENA VIDA HQ LLC  
ADDRESS: 535 HALE AVE  
ZIP CODE: 81501  
SALE DATE: 6/20/2019, 1:00 AM  
ZONING: PD  
TAX ASSESSOR CODE: 10113  
APPROXIMATE ACRES: 4.20  
LEGAL DESCRIPTION: LOT 16 REVERFRONT AT DOS RIOS FILING ONE LOCATED WITHIN SEC 22 & 23 1S 1W UM RECD 5/16/2019 R-2880032 MESA CO RECD 5-4-2012 182,952 SF

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.



CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES (EASING, STOPPING SIGNALS & MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.

### 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 sf	3068	31
Mobile Food Vendors	2.5 spp per unit	2	5
<b>El Jets Total:</b>			<b>36</b>
*Occupancy Rate (OR) Forecast 58% in Y1 to 70% by Y5			
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
Self-Transpods	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 sf	150	1
<b>Misc. Sub-Total:</b>			<b>3</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>
Dos Rios PUD 25% Off-Street Req'd:			<b>27</b>
<b>Total Off-Street Plus Req'd:</b>			<b>121</b>
On-Site Parking Spaces Provided:			<b>24</b>
Parking Surplus:			<b>97</b>

### UTILITIES AND AGENCIES

Agency	Contact Person	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	242-0262
S21 DRAINAGE AUTHORITY	MARK BARSLUND	201-1362
ROCKY MOUNTAIN ENERGY	TILLMAN MASCHERLER	270-1603
CENTURY LINK	CHRIS JOHNSON	244-4333
CHARTER	JON VALDEZ	242-8750

ACCEPTANCE BLOCK  
THE CITY OF GRAND JUNCTION HEREBY CONFIRMS GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING REEVALUATED, SIGNED, AND APPROVED BY THE CITY ENGINEER. THE CITY NEITHER ACCEPTS NOR ASSURES ANY LIABILITY FOR DESIGN OR CONSTRUCTION DEFICIENCIES. THE DESIGN OR CONSTRUCTION SHALL 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

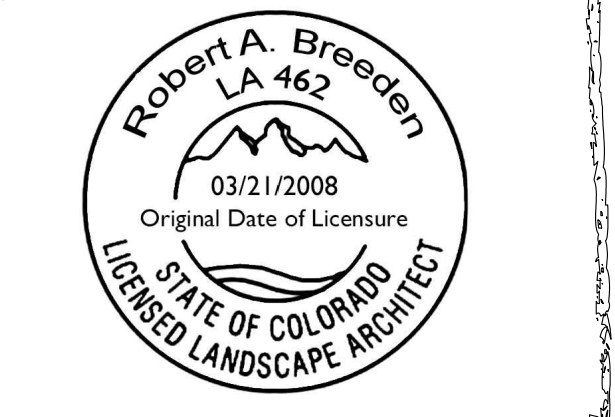
SCALE: 1" = 20'  
0 20' 40'

COPYRIGHT NOTICE: This drawing is an instrument of service and is the property of Nvision Design Studio, Inc. No reproduction of this sheet in whole or part, for this or any other project, shall be done without authorization from Nvision Design Studio, Inc.



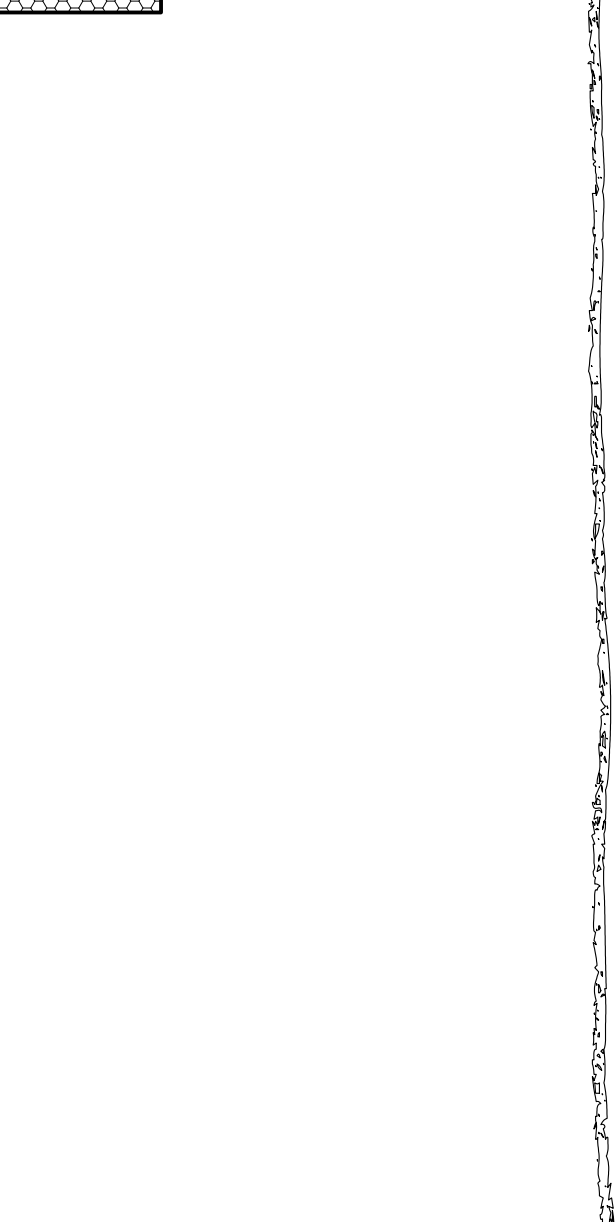
Client: Buena Vida HQ LLC  
Jen Taylor  
970-250-9682 (m)  
JenRiekeTaylor@gmail.com

Landscape Architect:  
Nvision Design Studio, Inc.  
477 25th Grand Junction, CO 81505  
Phone: 970.210.2153 Email: j.taylor@nvision.com

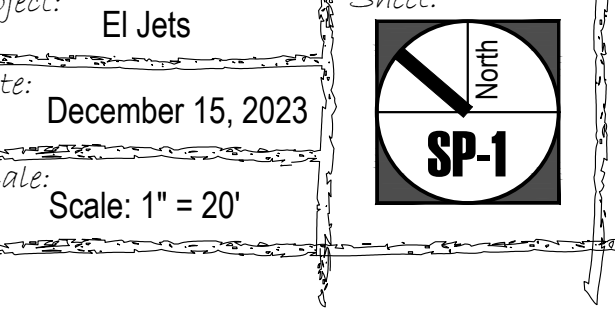


### Legend

- 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



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 #4.a.ii.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Niki Galehouse, Planning Supervisor  
**Department:** Community Development  
**Submitted By:** Niki Galehouse, Planning Supervisor

---

**Information**

**SUBJECT:**

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

**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 (adopt/deny) Ordinance No.5218, an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, and order publication in final pamphlet form.

**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**

---

**1. Approval of Minutes**

---

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**

---

**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**

---

### **ADJOURNMENT**

---

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**

---

...

**(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**

---

...

**(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**

---

...

**(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

---

...

### (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..**

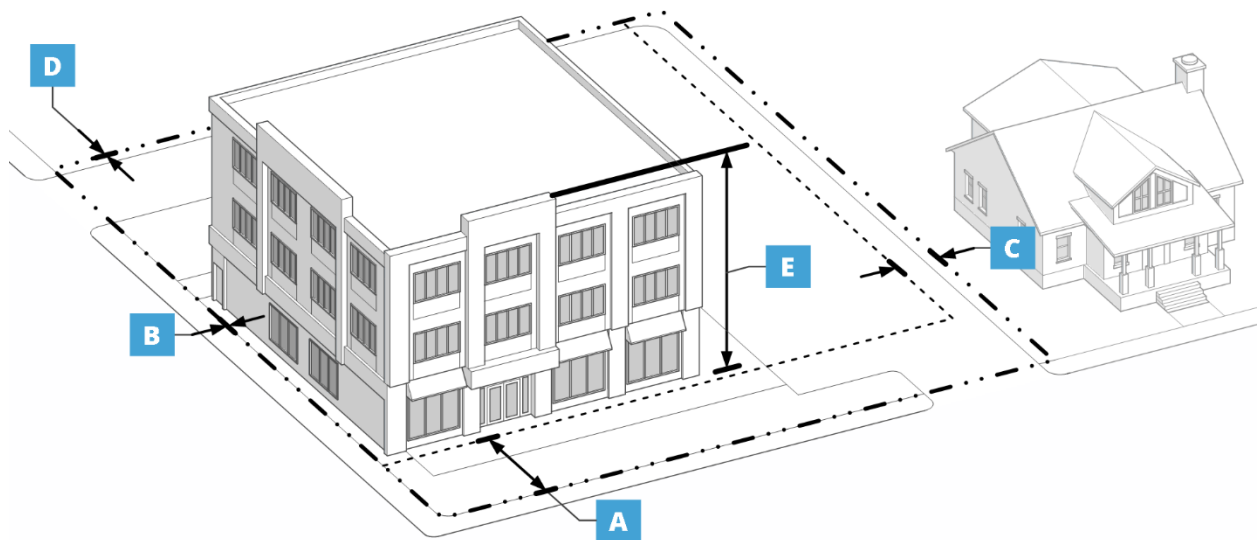
#### (2) Uses

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..**

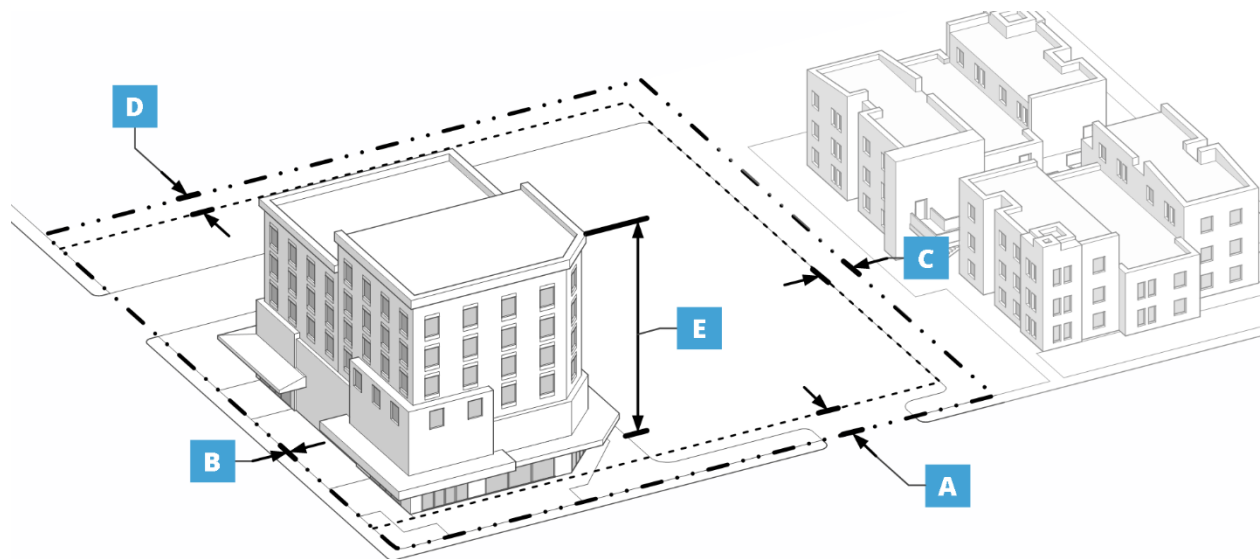
**(2) Uses**

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..**

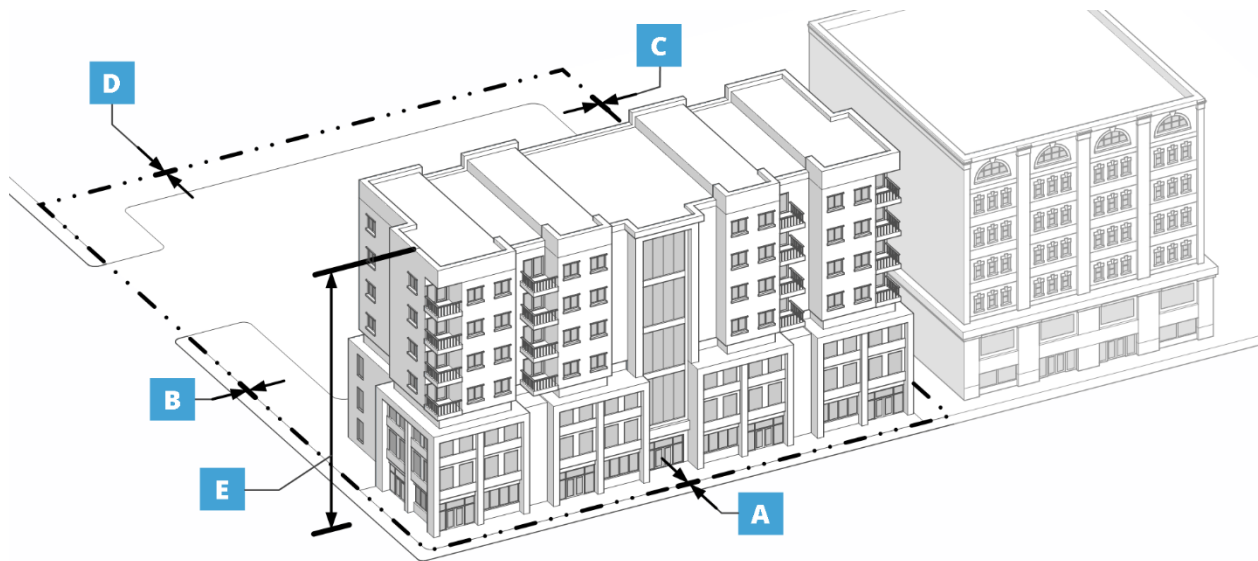
**(2) Uses**

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..**

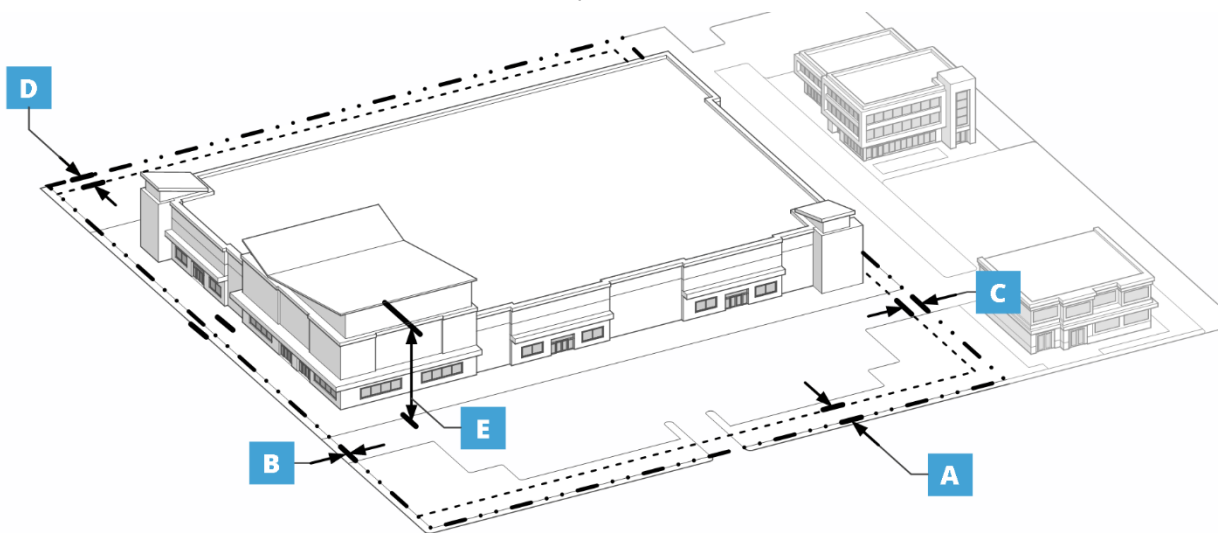
**(2) Uses**

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)		
<b>A</b>	Front	15
<b>B</b>	Side	0
<b>C</b>	Side Abutting Residential	10
<b>D</b>	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**

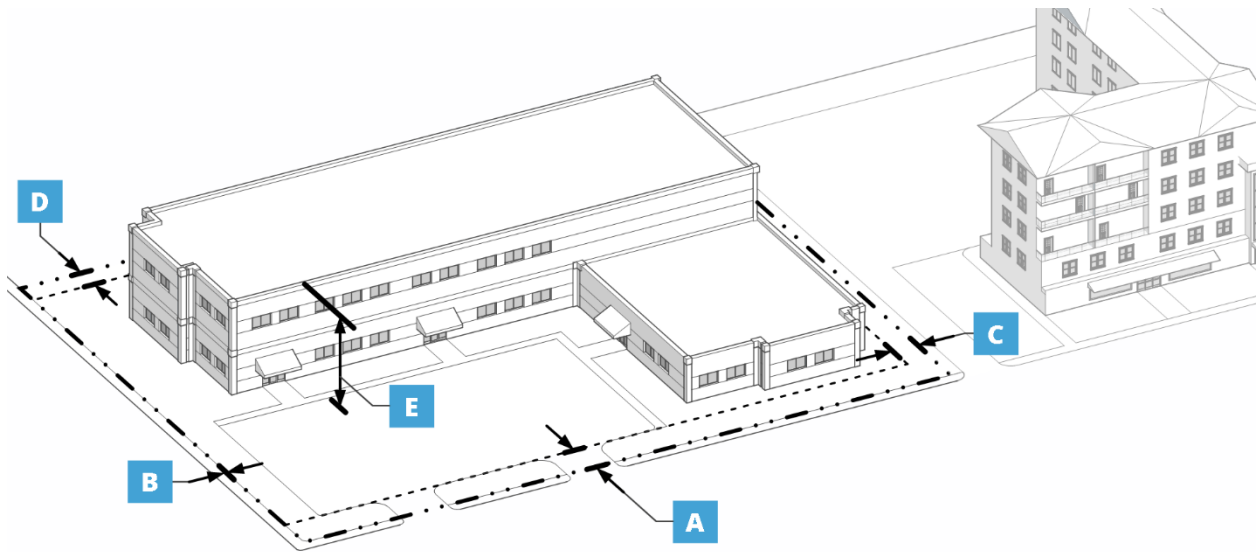
To provide for areas of light fabrication, manufacturing, technology, and industrial uses with limited, accessory commercial uses, all of which are compatible with existing adjacent land uses, access to transportation and the availability of public services and facilities. I-1 is appropriate as indicated 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
----------	--------	----

**(f) Industrial General (I-2)**

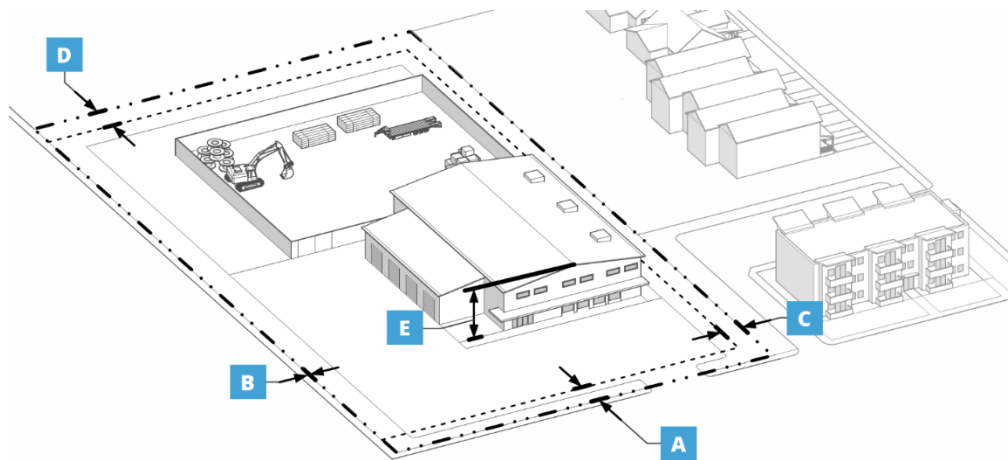
**(1) Intent**

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

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

**(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**

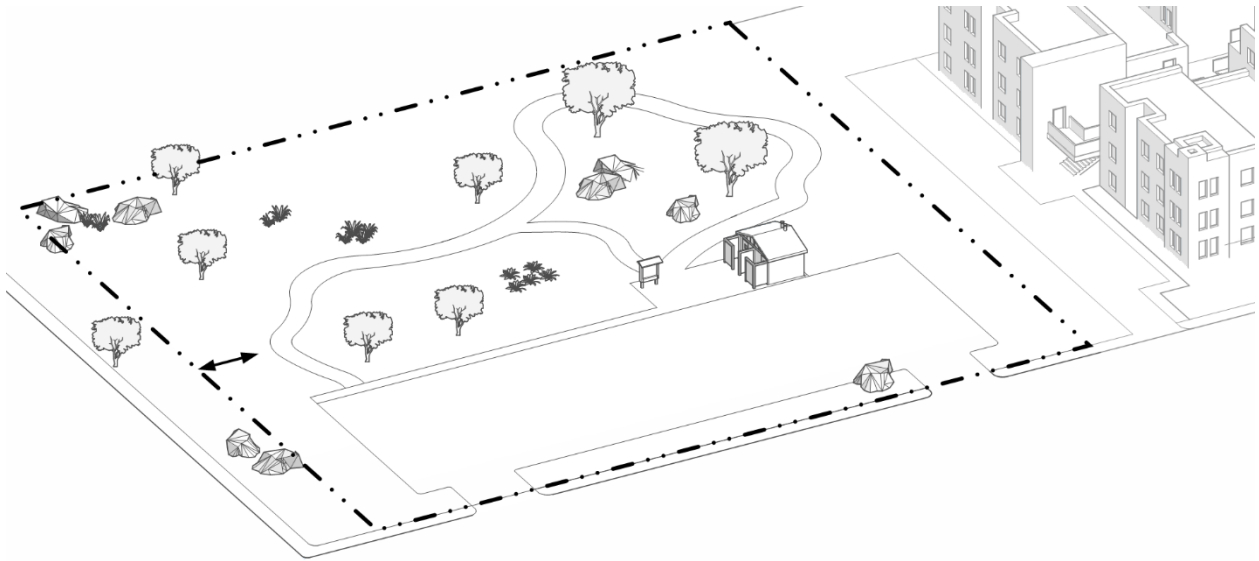
Permitted principal and accessory uses are identified in GJMC **Error! Reference source not found..**

**(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**

---

...

**(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**

---

**(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**

---

...

**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:

---

Anna M. Stout

President of the City Council

---

Amy Phillips

City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.a.iii.**

---

**Meeting Date:** May 1, 2024  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine

---

**Information**

**SUBJECT:**

An Ordinance Authorizing a Lease Agreement for Certain City Land for a Fleet Maintenance Facility

**RECOMMENDATION:**

Staff recommends City Council hold a public hearing and pass, authorize and adopt Ordinance \_\_\_ on second reading and authorize and order final publication in pamphlet form.

**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 on terms to then be established.

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 (adopt/deny) Ordinance No. 5219, an ordinance approving a lease agreement with Mesa County for the Construction of a Fleet Maintenance Facility at 2553 Riverside Parkway Staff and authorize and order final publication in pamphlet form.

**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

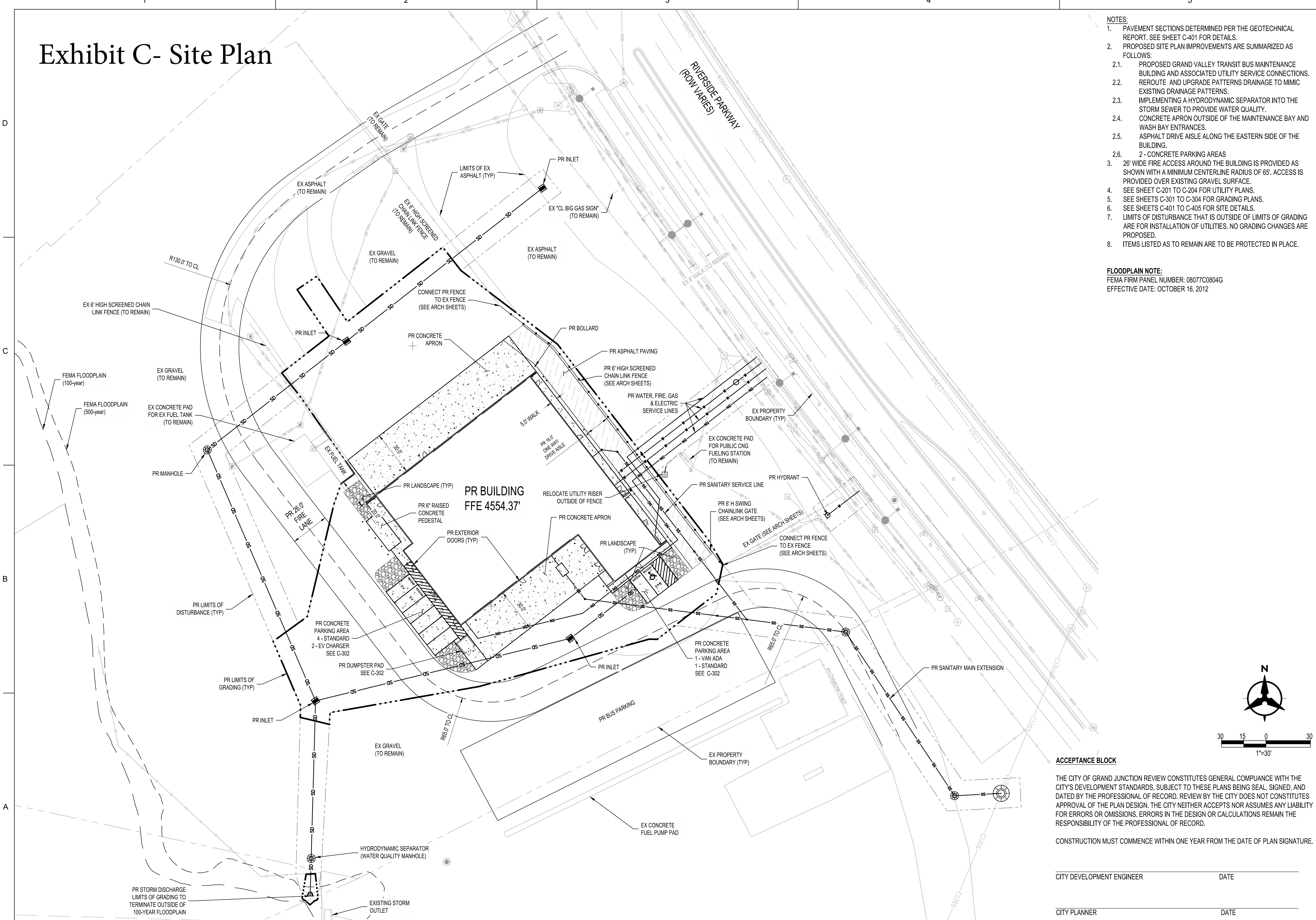
The maintenance facility will be located on 2553 Riverside Parkway, parcel number 2945-152-38-003, which is owned by the City of Grand Junction. The leased area is approximately 54,000 square feet.

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



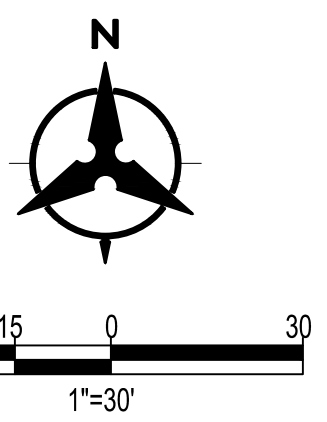


# Exhibit C- Site Plan



- NOTES:**
- PAVEMENT SECTIONS DETERMINED PER THE GEOTECHNICAL REPORT. SEE SHEET C-401 FOR DETAILS.
  - 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.
  - SEE SHEET C-201 TO C-204 FOR UTILITY PLANS.
  - SEE SHEETS C-301 TO C-304 FOR GRADING PLANS.
  - SEE SHEETS C-401 TO C-405 FOR SITE DETAILS.
  - LIMITS OF DISTURBANCE THAT IS OUTSIDE OF LIMITS OF GRADING ARE FOR INSTALLATION OF UTILITIES. NO GRADING CHANGES ARE PROPOSED.
  - 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 \_\_\_\_\_



DATE	APP'R	DESCRIPTION	MARKS

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

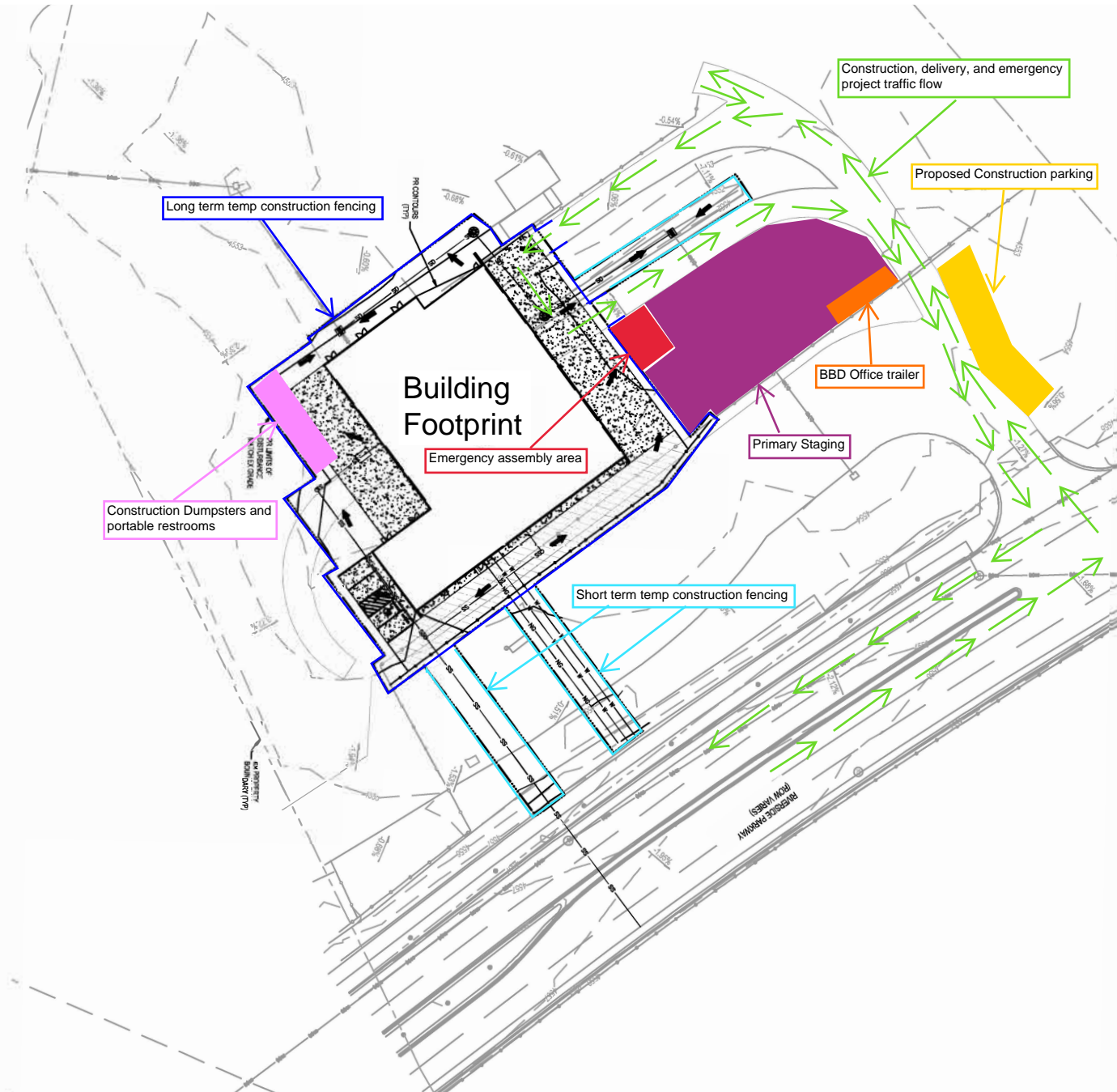
**SITE DEVELOPMENT PLAN**

**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 #4.b.i.

---

**Meeting Date:** May 1, 2024  
**Presented By:** Timothy Lehrbach, Senior Planner  
**Department:** Community Development  
**Submitted By:** Timothy Lehrbach, Senior Planner

---

### Information

#### **SUBJECT:**

A Resolution Accepting the Petition for the Annexation of 0.11 Acres of Land and Ordinances Annexing and Zoning the Five Star Annexation to RM-8 (Residential Medium 8), Located East of the Northern End of Allyce Avenue in the Birks Blue Subdivision

#### **RECOMMENDATION:**

Staff recommends adoption of a resolution accepting the petition for the Five Star Annexation and adoption of the annexation and zone of annexation ordinances. The Planning Commission heard the zoning 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., requests annexation into the City of Grand Junction of approximately 0.11 acres of land located east of the northern end of Allyce Avenue within the Birks Blue Subdivision. The Applicant is requesting a zone of annexation to RM-8 (Residential Medium 8). 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 owner proposes to incorporate the parcel into a replat of the Birks Blue Subdivision, to be known as the 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 is being considered separately by City Council, but concurrently with the zoning amendment request. Both requests are included in this staff report.

## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The Applicant, Five Star Homes and Development Inc., requests annexation of approximately 0.11 acres of land into the City of Grand Junction, 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). The request for annexation is being considered separately by City Council, but concurrently with the zoning amendment request. Both requests are included in this staff report. The Planning Commission heard the zone of annexation request at its April 9, 2024, regular meeting and voted (5-0) to recommend approval.

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 the 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 (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 on March 1, 2024. There were six attendees, including the owner’s representative, City of Grand Junction staff, and four members of the public. The location of the annexation was clarified, and the applicant’s representative answered questions concerning the impact of 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. A public hearing was held at the April 9, 2024, regular meeting of the Planning Commission.

**ANALYSIS**

**Annexation**

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

*a) A proper petition has been signed by more than 50 percent of the owners and more than 50 percent of the property described.*

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

*b) Not less than one-sixth of the area's perimeter to be annexed is contiguous with the existing City limits.*

The property is currently surrounded by existing City limits.

*c) A community of interest exists between the area to be annexed and the City.*

This is so in part because the Central Grand Valley is essentially a single demographic

and economic unit, and occupants of the area can be expected to, and regularly do, use City streets, parks, and other urban facilities.

*d) The area is or will be urbanized in the near future.*

The property has existing urban utilities available, is proposed for residential development, and is surrounded by developed areas occupied by other residential uses.

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

The proposed annexation area is surrounded by existing City limits. Utilities and City services are available and currently serve portions of the existing urbanized areas near this site.

*f) No land held in identical ownership is being divided by the proposed annexation.*

The entirety of the land owned by Five Star Homes and Development Inc. that is not already within the City limits is proposed for annexation. There are no adjoining properties held in identical ownership being excluded from this request.

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

All contiguous parcels are already annexed into the City. The owner has petitioned for the annexation of all remaining property within the proposed development. Therefore, there is no land held in identical ownership subject to this annexation petition.

### **Zone of Annexation**

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 in Section 21.02.050(l). An application for Rezoning has the burden of producing evidence that proves each of the following criteria is met:

*(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. Among implementing zone districts, only RM-8 is complementary to and consistent with existing and proposed development; zoning this property to RM-12, P-1, or P-2 would create a 0.11-acre island surrounded by other land zoned RM-8. Further, the proposed Fairview Glen subdivision already under review, which includes the subject property, proposes consolidation of the 0.11-acre subject property with adjacent land to the south; if approved, the ultimate result of zoning this property to anything other than RM-8 could be a platted parcel with split zoning. The proposed RM-8 zoning logically responds to existing development and anticipates the orderly future development of the site. Therefore, 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. Therefore, staff finds that this criterion is met.

## **FINDINGS OF FACT AND RECOMMENDATION**

After reviewing the Five Star Annexation and Zone of Annexation, ANX-2023-219, requests for the property located east of the northern end of Allyce Avenue within the Birks Blue subdivision to be annexed into the City of Grand Junction and zoned to RM-8 (Residential Medium 8), the following findings of fact have been made:

1. Based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, the Five Star Annexation is eligible to be annexed because of compliance with the seven (7) criteria (a through g) found in the Statutes.
2. The request conforms to Section 21.02.050(l) of the Zoning and Development Code.



The Planning Commission heard the zoning request at its April 9, 2024, meeting and voted (5-0) to recommend approval of the zone of annexation 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 (adopt/deny) Resolution No. 34-24, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Five-Star Annexation, approximately 0.11 acres, located east of the northern end of Allyce Avenue within the Birks Blue Subdivision.

I move to (adopt/deny) Ordinance No. 5220, an ordinance annexing territory to the City of Grand Junction, Colorado, the Five Star Annexation, approximately 0.11 acres, located east of the northern end of Allyce Avenue within the Birks Blue Subdivision, on final passage and order final publication in pamphlet form.

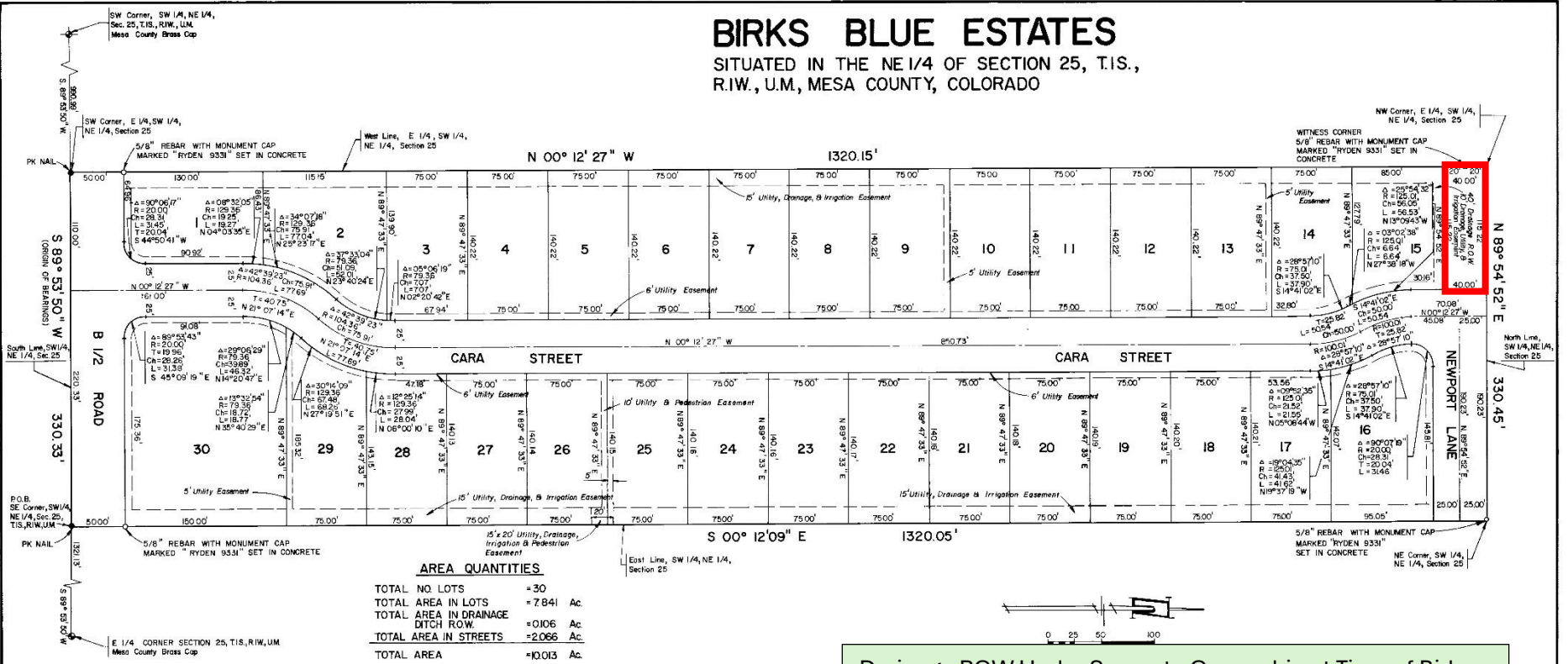
I move to (adopt/deny) Ordinance No. 5221, an ordinance zoning the Five Star Annexation to RM-8 (Residential Medium 8) zone district, on final passage and order final publication in pamphlet form.

**Attachments**

- 1. Development Application
- 2. Schedule and Summary Table
- 3. Annexation Plat
- 4. Site Maps
- 5. Resolution No. 18-24 - Annexation Referral
- 6. Planning Commission Minutes - 2024 - April 9 - DRAFT
- 7. Resolution - Accepting Petition
- 8. ORD-Five Star Annexation 20240320
- 9. 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 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 13th day of November, A.D., 1978.

*Rodney G. Birks*  
Rodney G. Birks  
*Patsy G. Birks*  
Patsy G. Birks

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 8-70-83.

Witness my hand and seal.  
*Leopoldo Phillips*  
Notary Public

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

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

**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, 1978.

*Earl Sawyer*  
Earl Sawyer, Deputy  
*Mary Baker*  
Mary Baker, Deputy  
CITY PLANNING COMMISSION  
Approved this 19th day of December, A.D., 1978, City Planning Commission of Grand Junction, Colorado.

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

*Mary A. Buss*  
Mary A. Buss, City Engineer  
*Ronald P. Riel*  
Ronald P. Riel, City Engineer  
Date: 1-12-79

*Bob Barron*  
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

**Atkins & Associates**  
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			1" = 50'
SHEET			03
DR	P.J.S.		

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.

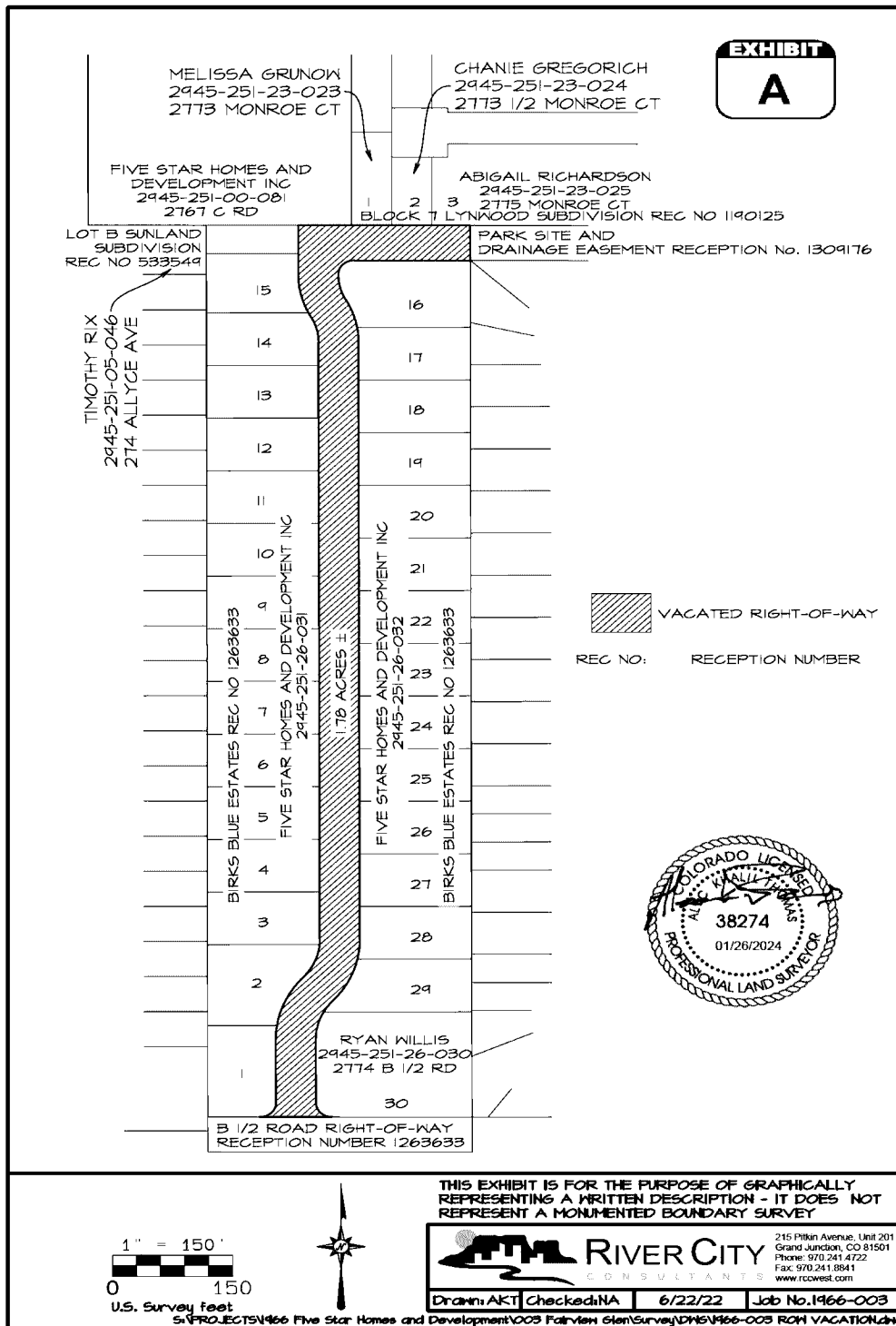
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no person other than Plaintiff, including Defendants, now has any mortgage or other lien of any description on the real property or any part of the real property, either legal or equitable, present, or future, vested or contingent.

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



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.

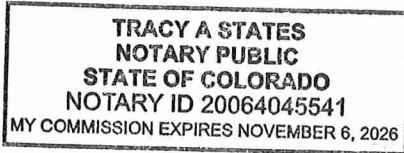
Karie Padilla

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

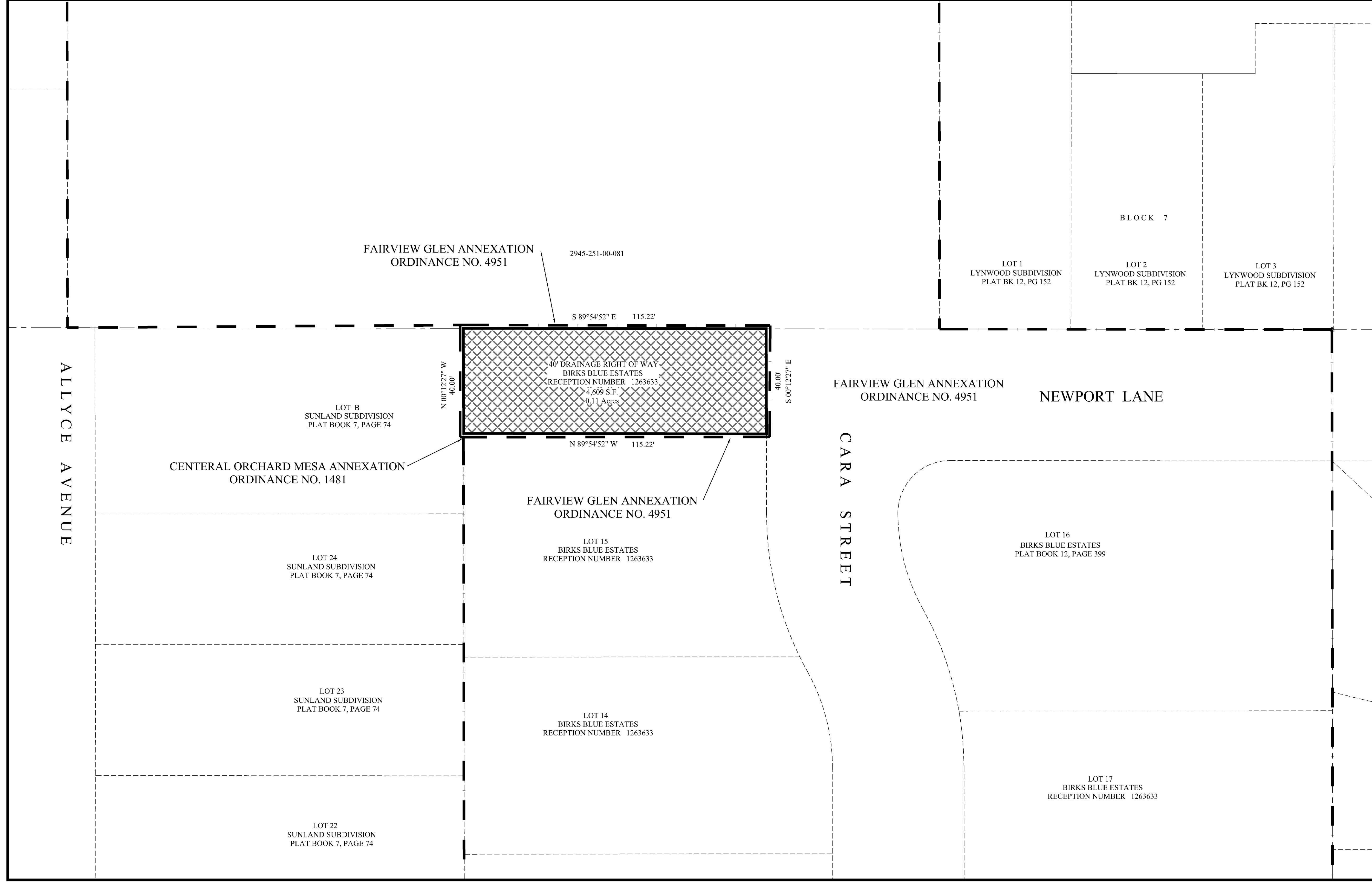
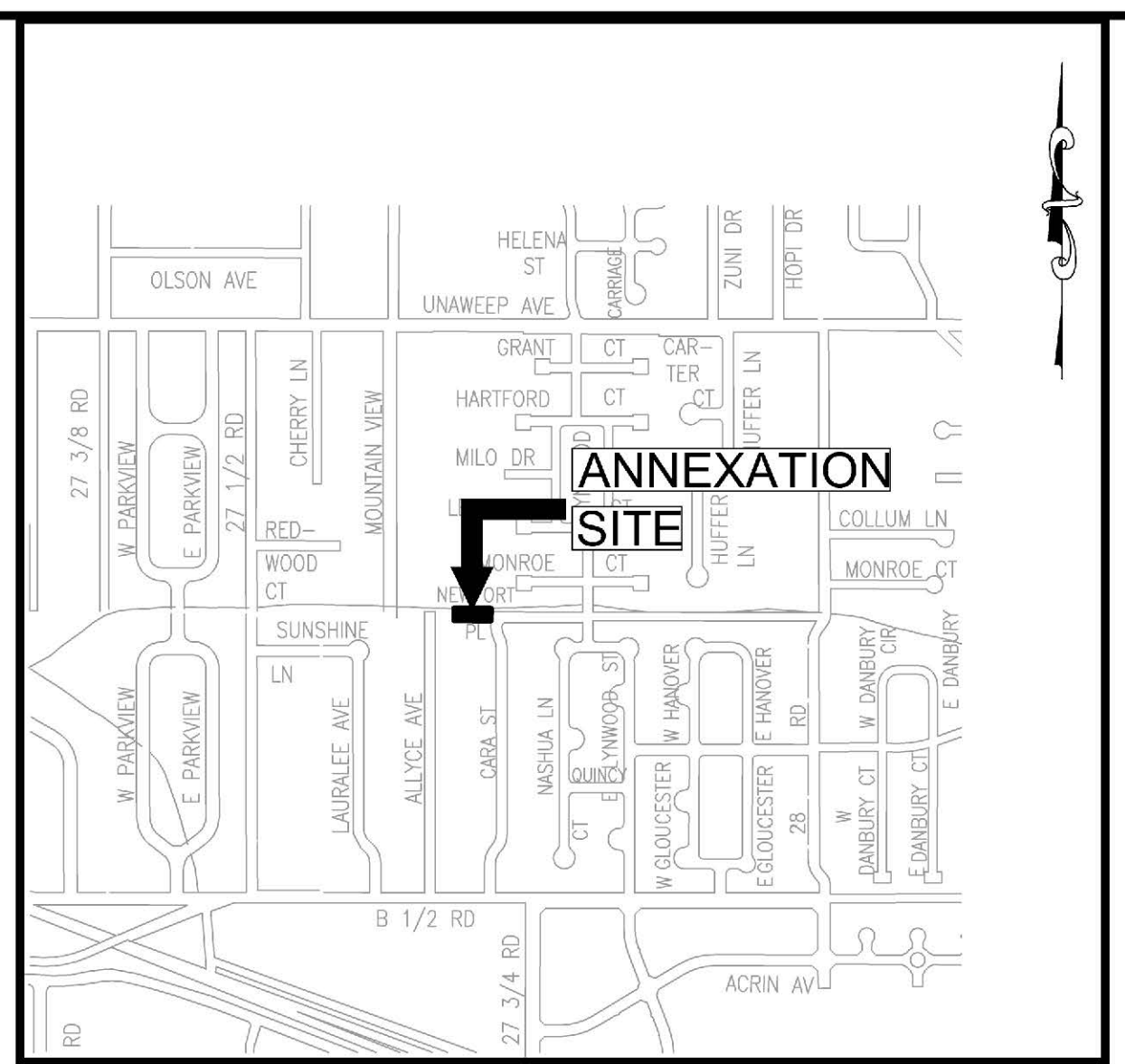
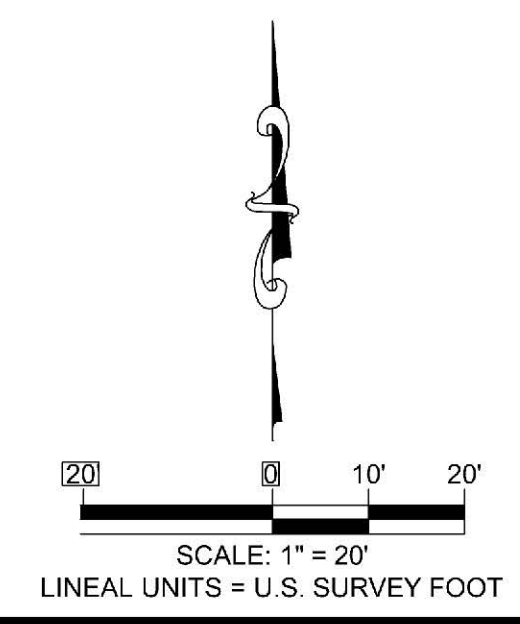


FIVE STAR ANNEXATION SCHEDULE			
March 20, 2024	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
April 9, 2024	Planning Commission Considers Zone of Annexation		
April 17, 2024	City Council Intro Proposed Zoning Ordinance		
May 1, 2024	City Council Accept Petition/Annex and Zoning 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:	X	No:
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



**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 Cara 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**

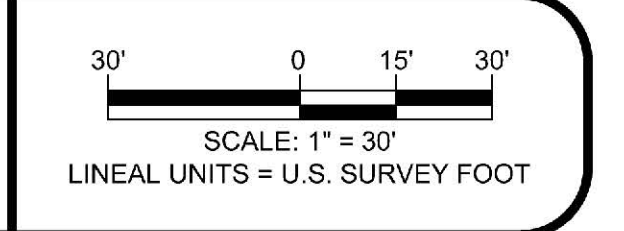
Jodie L Grein      DATE  
STATE OF COLORADO - P.L.S. NO. 38075  
ROLLAND CONSULTING ENGINEERS  
405 RIDGES BLVD. SUITE A  
GRAND JUNCTION, CO. 81507

**THIS IS NOT A BOUNDARY SURVEY**

C:\Projects\13-407 City of Grand Junction\Five Star Annexation\Five Star Annexation Map.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.

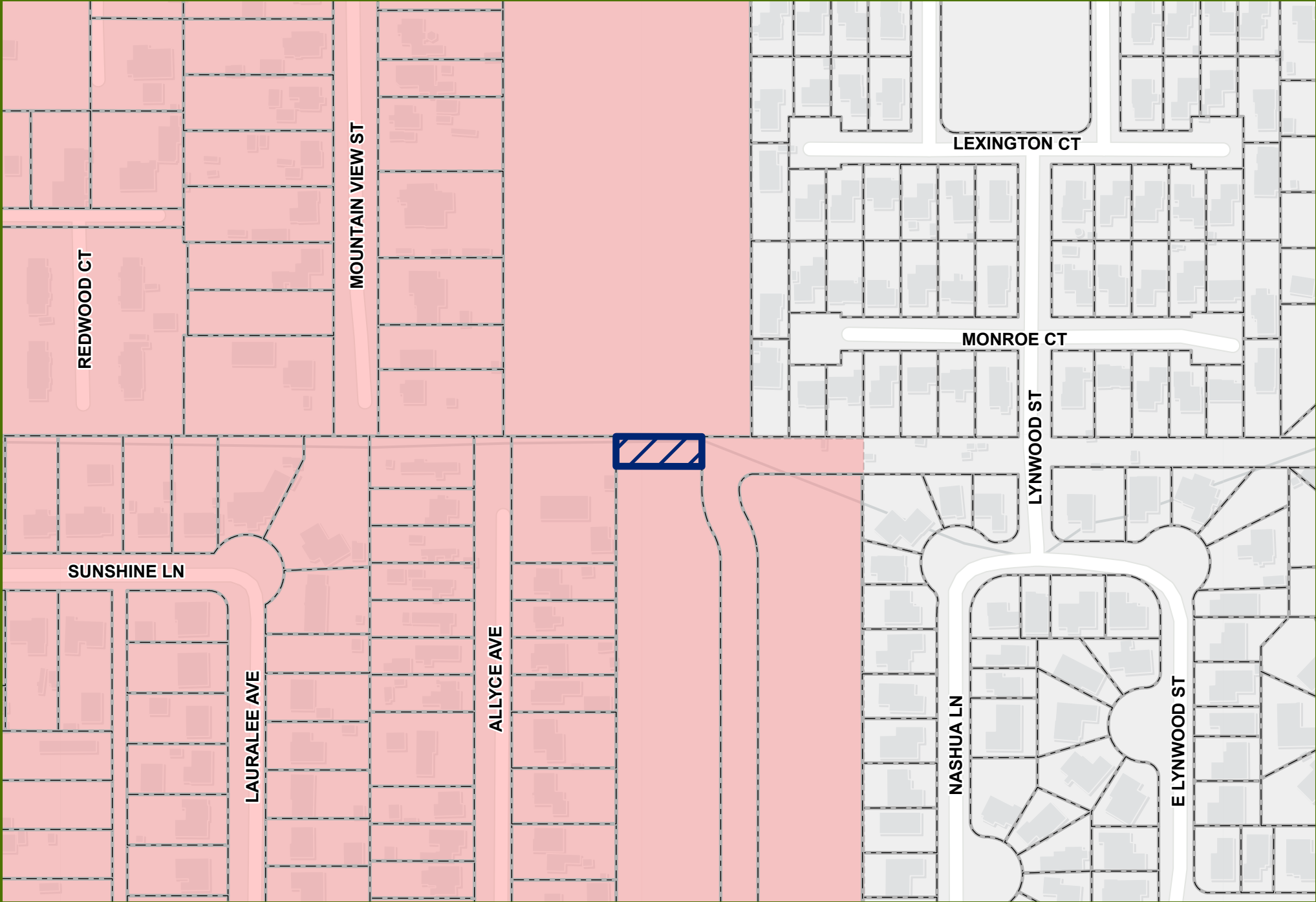
DRAWN BY: JLG      DATE: 04/11/2023  
DESIGNED BY: JLG      DATE: 04/11/2023  
CHECKED BY: JAM      DATE: 04/11/2023



**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

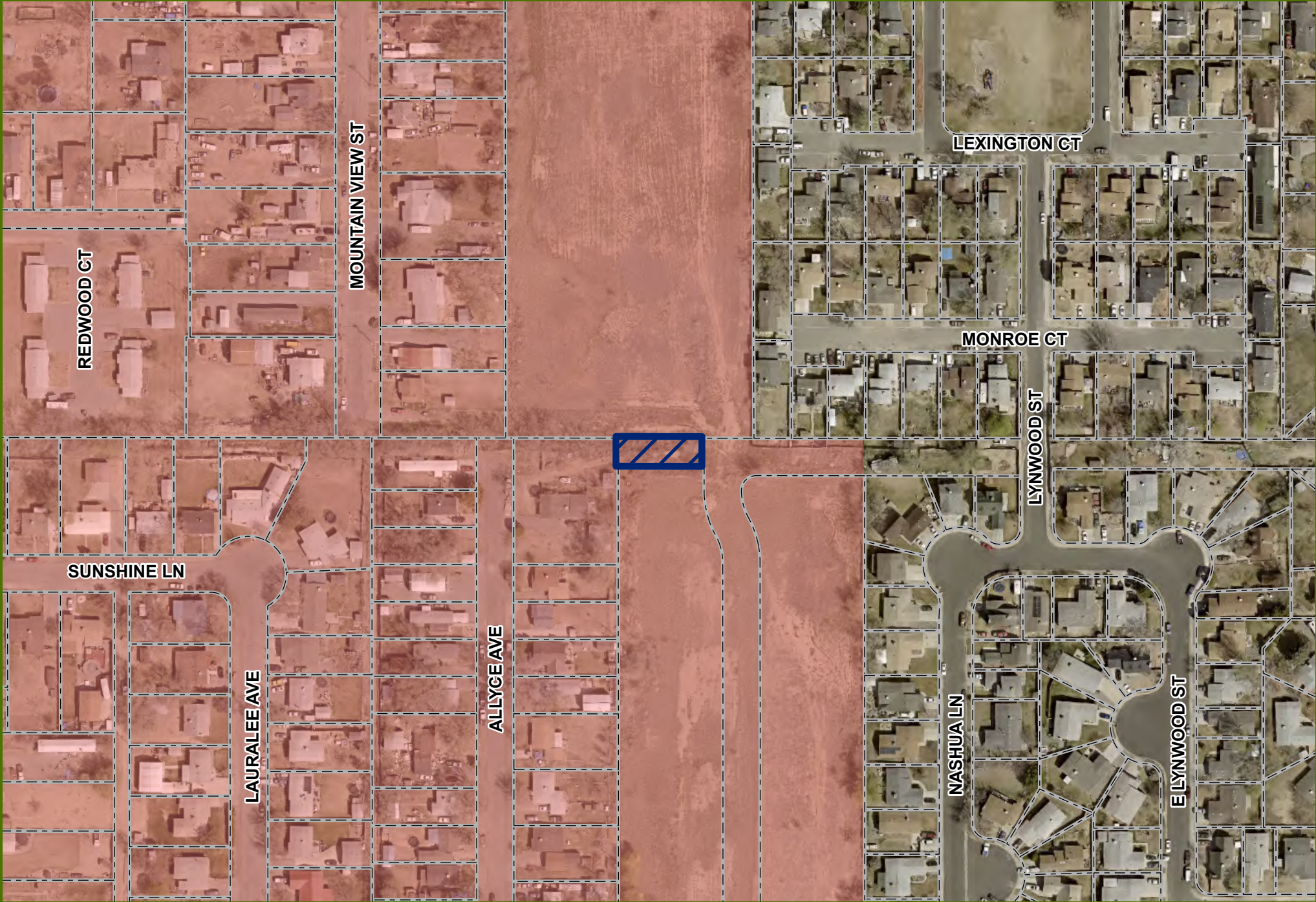


Annexation Site



City Limits

# Five Star Annexation



0 50 100 200 Feet

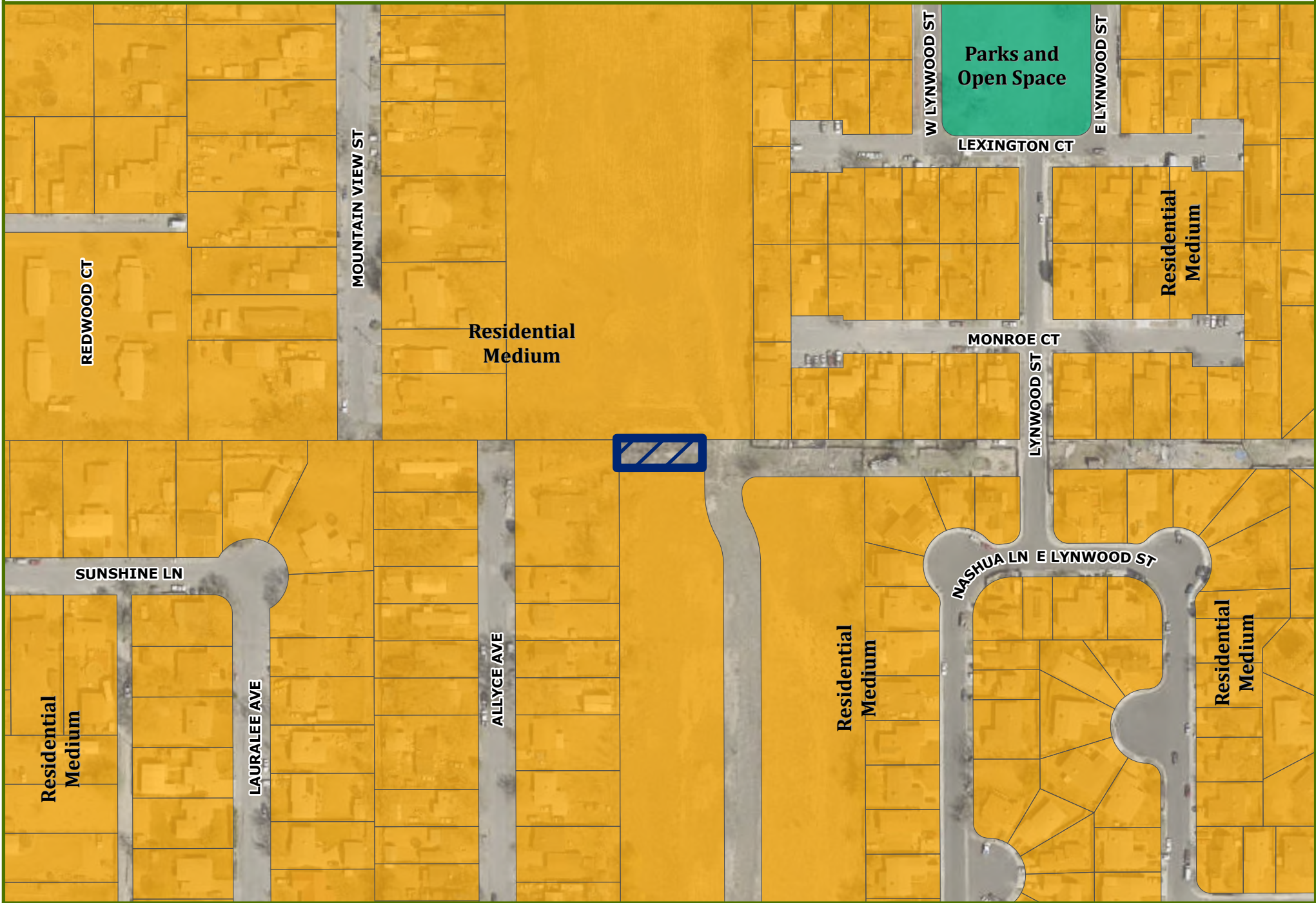


Annexation Site



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



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

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 20<sup>th</sup> day of March 2024, the following Resolution was adopted:



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. 18-24**

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

**FIVE STAR ANNEXATION**

**APPROXIMATELY 0.11 ACRES  
LOCATED EAST OF THE NORTHERN END OF ALLYCE  
AVENUE**

WHEREAS, on the 20<sup>th</sup> day of March 2024, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**FIVE STAR ANNEXATION**

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

Said parcel contains 0.11 Acres

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 1<sup>st</sup> day of May, 2024, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal

Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 20<sup>th</sup> day of March 2024.



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

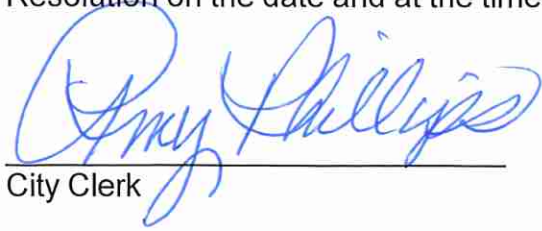
Attest:



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



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



Amy Phillips

City Clerk

<b><i>DATES PUBLISHED</i></b>
<b>March 22<sup>nd</sup>, 2024</b>
<b>March 29<sup>th</sup>, 2024</b>
<b>April 5<sup>th</sup>, 2024</b>
<b>April 12<sup>th</sup>, 2024</b>

**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**

---

**1. Approval of Minutes**

---

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**

---

**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**

---

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

## **ADJOURNMENT**

---

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**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE**

**FIVE STAR ANNEXATION**

**APPROXIMATELY 0.11 ACRES  
LOCATED EAST OF THE NORTHERN END OF ALLYCE AVENUE  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 20<sup>th</sup> day of March 2024, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**FIVE STAR ANNEXATION**

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

Said Parcel of land CONTAINING 0.11 Acres, More or Less.

WHEREAS, a hearing on the petition was duly held after proper notice on the 1<sup>st</sup> day of May, 2024; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 1<sup>st</sup> day of May, 2024.

---

Anna M. Stout  
President of the Council

ATTEST:

---

Amy Phillips  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO  
FIVE STAR ANNEXATION**

**LOCATED EAST OF THE NORTHERLY END OF ALLYCE  
AVENUE  
APPROXIMATELY 0.11 ACRES**

**WHEREAS**, on the 20<sup>th</sup> day of March 2024, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 1<sup>st</sup> day of May 2024; and

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

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

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

**FIVE STAR ANNEXATION**

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

Said Parcel contains 0.11 Acres

With the foregoing being incorporated herein and said Parcel as depicted in Exhibit A being hereby duly and lawfully annexed to the City limits of the City of Grand Junction, Colorado.



**INTRODUCED** on first reading on the 20<sup>th</sup> day of March 2024 and ordered published in pamphlet form.

**ADOPTED** on second reading the 1<sup>st</sup> day of May 2024 and ordered published in pamphlet form.

---

Anna M. Stout  
President of the City Council

Attest:

---

Amy Phillips  
City Clerk

DRAFT

# EXHIBIT A

## FIVE STAR ANNEXATION

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



**LEGAL DESCRIPTION**

**Accretion and Abandonment:**  
A portion of land being the 40 foot drainage right-of-way within which this annexation area was previously located. Located along west previously recorded as accretion, BEGINNING at the Northeast corner of Block West Fifteen, where the Northeast corner of said subdivision bears South 89°54'57" East, with all bearings being nearest bearings, thence along said westerly boundary, South 89°54'57" East, a distance of 115.22 feet to the westerly right-of-way of Casa Verde, thence along said right-of-way South 89°12'27" East, a distance of 10.00 feet, thence along said right-of-way South 89°24'22" West, a distance of 110.00 feet, to the westerly side of said drainage right-of-way, hence along the westerly line of said section corner corner corner 115.22' to the distance of 10.00 feet to the corner of Beginning.

**End Point of said DRAINAGE RIGHT-OF-WAY** bears South 89°12'27" East, a distance of 10.00 feet.

AREA OF ANNEXATION		LEGEND	
ANNEXATION NUMBER	21848 FT	ANNEXATION BOUNDARY	[Pattern]
AREA IN SQUARE FEET	4,000 FT <sup>2</sup>	ANNEXATION AREA	[Pattern]
AREA IN ACRES	0.09	ADJACENT CITY LIMITS	[Pattern]
AREA WITH EXISTING 4-5-1	0.00		
AREA WITH EXISTING 4-5-1	0.00		

BASIC INFORMATION		DATE	
P.O.C.	POINT OF COMMENCEMENT	DATE	DATE
R.O.D.	RIGHT OF WAY	DATE	DATE
S.C.R.	SECTION CORNER	DATE	DATE
W.C.	WATER COURSE	DATE	DATE
W.C.	WATER COURSE	DATE	DATE
W.C.	WATER COURSE	DATE	DATE

**ORDINANCE NO. PRELIMINARY**

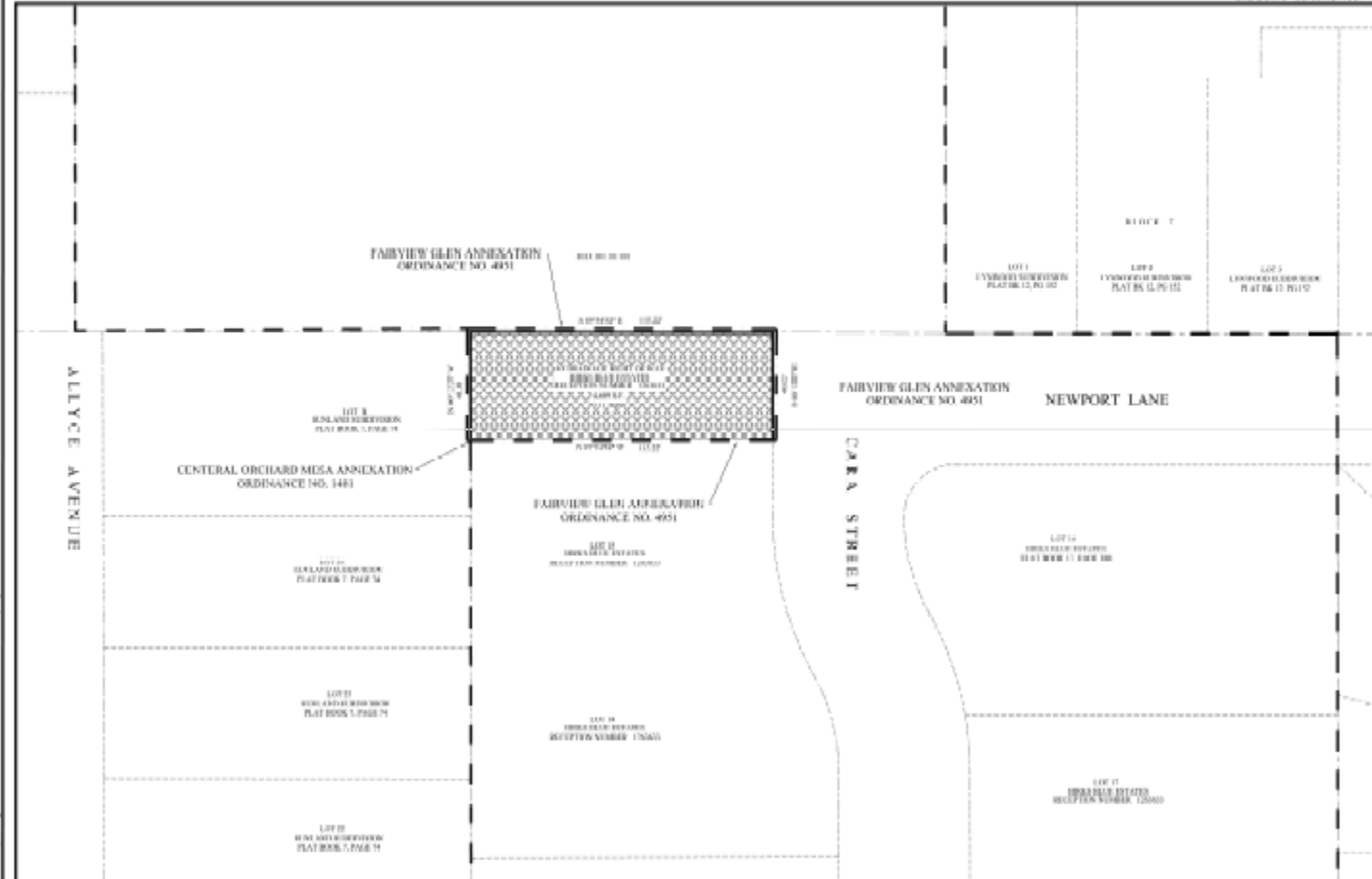
**RELEVANT DATE PRELIMINARY**

**PRELIMINARY**

THIS PLAN IS PREPARED BY GRAND JUNCTION PUBLIC WORKS ENGINEERING DIVISION FOR THE CITY OF GRAND JUNCTION, COLORADO. THIS PLAN IS PREPARED FOR THE CITY OF GRAND JUNCTION, COLORADO. THIS PLAN IS PREPARED FOR THE CITY OF GRAND JUNCTION, COLORADO. THIS PLAN IS PREPARED FOR THE CITY OF GRAND JUNCTION, COLORADO.

**PRELIMINARY**

John T. Green DATE  
CITY OF GRAND JUNCTION  
1000 WEST 10TH AVENUE  
GRAND JUNCTION, CO 81505



**THIS IS NOT A BOUNDARY SURVEY**

<p>NOTE: THIS IS NOT A BOUNDARY SURVEY. THIS SURVEY WAS MADE FOR THE CITY OF GRAND JUNCTION, COLORADO. THIS SURVEY WAS MADE FOR THE CITY OF GRAND JUNCTION, COLORADO. THIS SURVEY WAS MADE FOR THE CITY OF GRAND JUNCTION, COLORADO.</p>	<p>DATE: 04/11/2023 SCALE: 1"=20' LEGAL UNITS = U.S. SURVEY FOOT</p>		<p><b>PUBLIC WORKS ENGINEERING DIVISION</b></p>	<p><b>FIVE STAR ANNEXATION</b> Located in the NE1/4 SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO</p>	<p>1 of 1</p>
--	--	--	---	---	---------------

**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.

---

Anna M. Stout  
President of the City Council

ATTEST:

---

Amy Phillips  
City Clerk

DRAFT