

## RESOLUTION NO. 47-24

### A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY FOR THE FUNDING OF THE PURCHASE OF REAL PROPERTY LOCATED AT OR NEAR 2767 – 2773 C ½ ROAD AND INCLUDING THE ADJACENT AND UNADDRESSED PARCELS UNDER COMMON OWNERSHIP OF THE SELLERS, GRAND JUNCTION, COLORADO

#### RECITALS:

In the mid-1980s, a grass roots effort began to reclaim the riverfront from the junkyards and waste that had accumulated on the banks of the Colorado River. In 1985, that effort grew into a broader community mission of the Grand Junction Lion's Club, the Western Colorado Botanical Society and others volunteering their time and talent to clean up the Riverfront. That work contributed to the formation of the Colorado Riverfront Commission (now known as One Riverfront) in 1987 by the City and Mesa County with the broader goals of creating public spaces and trails along the river.

Over the years, trails have been built by both the City and Mesa County, at times in conjunction with each other, the State of Colorado, neighboring municipalities, and/or with the assistance of One Riverfront. The trails along the Colorado River extend from approximately 22 Road to the west to Las Colonias Park on the east and then from 29 Road on the west to approximately 33½ Road on the east. The final connection between the Las Colonias Park and 29 Road is needed. This purchase will complete the last area needed to complete the final connection. Mesa County is agreeing to assist in funding the purchase by 1/3 with a total payment of \$555,000.00.

The Conservation and Trail Easement consisting of approximately 5.5 acres will allow for the trail with use by the public but also additional use for other limited recreational uses that do not conflict with the purpose of the conservation easement. With the funding agreement with Mesa County, the City and the County agree to use the remaining 7+ acres for *public purposes*. The exact use of that land, either in whole or in part, has not been determined, but consideration is being given to workforce, affordable and/or attainable housing. The agreement includes terms for some reimbursement to Mesa County if the property should change ownership from the City for use for something other than a *public purpose(s)*.

Design and construction of the trail on the property purchased with the funds from this agreement will begin in 2025 with completion anticipated in 2026. When construction is complete, the City will assume management responsibilities for the Conservation and Trail Easement area in accordance with a management plan.

The City Council has considered the opportunity to purchase the real property located at or near 2767 – 2773 C ½ road and including the adjacent and unaddressed parcels under common ownership of Bennie and David Skinner and finds the purchase to be a

benefit to the public and the agreement with Mesa County to be reasonable and proper to assist in making the purchase.

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

The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council as evidenced by this Resolution, the City Council hereby authorizes the Interim City Manager to execute the Intergovernmental Agreement attached hereto with Mesa County regarding the funding for the purchase of real property located at or near 2767 – 2773 C ½ Road, including the unaddressed parcels under common ownership of Bennie Dick Skinner and David Skinner.

PASSED and ADOPTED this 3rd day of July 2024.



Abram Herman  
President of the City Council

ATTEST:



Selestina Sandoval  
City Clerk



1 INTERGOVERNMENTAL AGREEMENT

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3  
4 THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this  
5 \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the CITY OF  
6 GRAND JUNCTION, a Colorado home rule municipality, (“City”) and MESA COUNTY,  
7 COLORADO, a political subdivision of the State of Colorado (“County.”) City and County are  
8 referred to collectively as the “Parties” and individually as a “Party.”  
9

10 **RECITALS:**

11  
12 The Parties have been working together for more than four decades to establish a riverfront trail  
13 to provide recreation and transportation mobility options to those who live and work within the  
14 City and County and those who visit the area. A riverfront trail is constructed along the  
15 Colorado River as far west as 20 Road and extends to just east of the Las Colonias Park in Grand  
16 Junction. The City and the County along with the State of Colorado acting by and through the  
17 Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife  
18 and the Parks and Wildlife Commission, referred to hereinafter as the “State” have been working  
19 diligently over the last year to obtain one of the last remaining areas for a trail connection  
20 between 27½ Road and 29 Road. City and County are referred to collectively as the “Parties”  
21 and individually as a “Party.” City, County and State shall be referred to collectively as  
22 “Partners.”  
23

24 The Parties acknowledge that the mutual promises and covenants contained herein and other  
25 good and valuable consideration are sufficient and adequate to support this Agreement.  
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27 The City intends to obtain from Gavin W. Skinner (deceased), Bennie Dick Skinner, and David  
28 Lee Skinner (collectively “Owners”) a general warranty deed for the parcels located at 2767 C½  
29 Road and 2773 C½ Road with parcel numbers 2945-244-00-255, 2945-244-00-203, 2945-244-  
30 00-074, and 2945-244-00-176 containing approximately 12.36 acres. Exhibit A attached hereto  
31 and incorporated herein is the legal description for the property to be obtained (“Property.”) The  
32 Partners shall equally participate in the purchase of the Property.  
33

34 The City shall grant a Conservation and Trail Easement to the State for approximately 5.19 acres  
35 and a life estate back to Bennie Dick Skinner in approximately 7.17 acres. The two areas do not  
36 overlap. The life estate is contemplated in the purchase price of the Property.  
37

38 By the terms hereof and the signatures affixed hereto, the Parties represent that each is ready,  
39 willing and able to perform the services set forth in this Agreement with the appropriate  
40 approvals from the City Council and the County Commissioners.  
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42 NOW, THEREFORE, and in consideration of the premises and other good and valuable  
43 consideration, the Parties agree as follows:  
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- 45 1. The above Recitals set forth above are incorporated herein by reference and explicitly made a  
46 part of this Agreement.

- 47
- 48 2. **PURCHASE PRICE AND COSTS:** County shall provide the City \$555,000.00 to purchase  
49 the fee title in the Property. The County's performance under this Agreement is conditioned  
50 on the City concurrently purchasing the fee title pursuant to the closing instructions agreed to  
51 by the Partners. City's performance is conditioned on the County and State each providing  
52 \$555,000.00 towards the purchase price of \$1,665,000.00. (The purchase price was  
53 determined after an appraisal of the Property and valuation of the life estate.) Each Partner  
54 shall also pay one-third of the direct acquisition's costs incurred including but not limited to:  
55 closing costs, title insurance, appraisal, phase I environmental, site assessment, and mineral  
56 assessment. Payment shall be made by the County at closing in the form of a cashier's  
57 check.  
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- 59 3. **AT CLOSING:**
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- 61 a. City shall convey to the State a Conservation and Trail Easement substantially in the  
62 form of Exhibit B attached hereto. The Conservation and Trail Easement shall be  
63 recorded immediately following the recording of City's general warranty deed.  
64
- 65 b. City shall execute the life estate conveyance to Bennie Dick Skinner. The life estate shall  
66 be recorded after the Conservation and Trail Easement.  
67
- 68 4. **CLOSING:** The date and time of closing shall be by the mutual agreement of the Partners  
69 and Owners, but no later than 5:00 PM on December 31, 2024, at the offices of the title  
70 company.  
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- 72 5. **TERM:** The Parties' respective duties and obligations under this Agreement shall  
73 commence on the execution of the Agreement by both Parties and shall terminate on the  
74 sooner to occur of the Closing Date or December 31, 2024, except as otherwise provided in  
75 this Agreement.  
76
- 77 6. **MAINTENANCE:** City, as owner of the Property, shall be responsible for the upkeep and  
78 maintenance of the Property, subject to the Conservation and Trail Easement. This provision  
79 shall survive the termination of this Agreement.  
80
- 81 7. **DISPOSITION:** City will use the property for public purposes during the time of City's  
82 ownership and control of the Property. If the City transfers fee simple ownership of the  
83 Property or a portion of the Property to any other entity not formed or controlled by the City,  
84 the transfer shall include any necessary agreement(s) or deed restriction(s) to ensure the  
85 continued use of the transferred property for public purposes. If the City transfers fee simple  
86 ownership to any other entity not formed or controlled by the City for any purpose other than  
87 public purposes, the City shall pay to the County fifty percent of any amounts received in  
88 consideration for the transfer, less the value of any improvements on the portion of the  
89 Property transferred, less any costs incurred by the City to develop the Property and or  
90 subdivide the Property, less maintenance costs incurred by the City for the portion of the  
91 Property being transferred within the previous five years to the transfer. This provision shall  
92 survive the termination of the Agreement.

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8. **TIME IS OF THE ESSENCE:** Time is of the essence hereof. If either Party is in default under this Agreement, the other Agreement shall have available to it all remedies at law and in equity.

9. **NOTICES:** Notices concerning this Agreement shall be made in writing and hand delivered to the addresses listed below:

City of Grand Junction	Mesa County
City Manager	County Administrator
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501

with a copy to

Office of the City Attorney	Office of the County Attorney
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501

10. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute their best understanding of the circumstances giving rise to this Agreement; however, each Party further acknowledges and agrees that alteration(s), amendment(s), change(s) or modification(s) to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by both Parties with the same formality as this Agreement.

12. **CONSTRUCTION AGAINST THE DRAFTER:** In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

13. **VENUE AND JURISDICTION:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, Mesa County, and Grand Junction; provided, that if there is a conflict between the laws, the laws of the State of Colorado shall govern. Any legal action shall be brought in the Mesa County District Court.

14. **COUNTERPARTS:** This Agreement may be executed in multiple identical original counterparts constituting one Agreement.

15. **THIRD PARTY ENFORCEMENT – NONE:** Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental, and do not create any rights for any third parties.

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140 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day  
141 and year first written above.

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144 CITY OF GRAND JUNCTION

MESA COUNTY

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146 by: \_\_\_\_\_  
147 Andrea Phillips, Interim City Manager

by: \_\_\_\_\_  
Bobbie Daniel, Chair  
Board of County Commissioners

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ATTEST:

by: \_\_\_\_\_  
Mesa County Clerk to the Board