

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, FEBRUARY 5, 2025  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

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

**Appointments**

Reappointment to the Grand Junction Regional Airport Authority Board

**Public Comments**

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

*The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, February 5, 2025 or 4) submitting comments [online](#) until noon on Wednesday, February 5, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Boards and Commission Liaison Reports**

**CONSENT AGENDA**

*The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.*

**1. Approval of Minutes**

- a. Summary of the January 13, 2025 Workshop
- b. Minutes of the January 15, 2025 Executive Session

- c. Minutes of the January 15, 2025 Regular Meeting

## 2. Set Public Hearings

- a. Legislative
  - i. Introduction of an Ordinance Amending Title 10.14 Shared Micromobility Devices of the Grand Junction Municipal Code to Support Ending the Shared Micromobility Pilot and Transitioning to an Enduring Permit Program and Setting a Public Hearing for February 19, 2025
  - ii. Introduction of an Ordinance Setting the City Attorney's Salary and Setting a Public Hearing for February 19, 2025
  - iii. Introduction of an Ordinance to Extend the Prohibition on the Establishment of any New or Relocation of Existing Gaming Arcades or Gaming Uses within the City of Grand Junction and Setting a Public Hearing for February 19, 2025

## 3. Continue Public Hearings

- a. Legislative
  - i. An Ordinance for Supplemental Appropriations for Confluence Center of Colorado - ***Continued to February 19, 2025***

## 4. Agreements

- a. Resolution Authorizing City Manager to Co-Sign a Contract to Purchase with Colorado Department of Transportation (CDOT) for Property Located at 123 Ute Ave, 317 S. 2nd Street, and 319 S. 2nd Street for the Mobility Hub Project
- b. Safe Streets and Roads for All (SS4A) Memorandum of Agreement Between the City of Grand Junction, City of Fruita, Town of Palisade, and County of Mesa, Colorado

## 5. Procurements

- a. Authorization of Construction Contract for Crosby Avenue Utility Relocation Project
- b. Authorization of Construction Contract for Horizon Drive and G Road Roundabout

- c. Authorization of Construction Contract for Four Canyons Parkway - Phase 2A Utilities
- d. Authorization of Construction Contract for Waterline Replacement - Linden Phase 1
- e. Authorization of Services Contract for Utility Billing Printing and Mailing

## 6. Resolutions

- a. A Resolution Vacating a 15-foot Public Utility Easement Located at 1530 North Avenue

## REGULAR AGENDA

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

## 7. Public Hearings

- a. Legislative
  - i. An Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election
  - ii. An Ordinance for an Amendment of the City Charter to be Placed on the April 8, 2025 Election Ballot to Change the Salary of the City Council and Providing for a Method to Increase the Salary by Ordinance in Future Years

## 8. Non-Scheduled Comments

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

## 9. Other Business

## 10. Adjournment



**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

---

**Information**

**SUBJECT:**

Reappointment to the Grand Junction Regional Airport Authority Board

**RECOMMENDATION:**

To ratify the appointment to the Grand Junction Regional Airport Authority Board.

**EXECUTIVE SUMMARY:**

There is an At-Large term expiring February 1, 2025.

**BACKGROUND OR DETAILED INFORMATION:**

Linde Marshall's term is expiring February 1, 2025, and the Grand Junction Regional Airport Authority voted to reappoint Ms. Marshall as the At-Large Commissioner and is recommending her ratification by City Council.

**FISCAL IMPACT:**

n/a

**SUGGESTED MOTION:**

I move to (ratify/not ratify) the Grand Junction Regional Airport Authority Board's recommendation to the Grand Junction Regional Airport Authority.

**Attachments**

None

## **GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY**

### **January 13, 2025**

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

**City Councilmembers Present:** Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Mayor Pro Tem Randall Reitz, and Mayor Abram Herman.

**Staff present:** City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Transportation and Engineering Director Trent Prall, Deputy City Clerk Krystle Koehler, Administrative Assistant Kerry Graves, and City Clerk Selestina Sandoval.

### **1. Discussion Topics**

#### **a. Discussion on Moving Elections to November**

Mesa County Elections have reduced support for municipal elections in April, prompting a discussion on changing the City's regular municipal elections to November of odd years. City Manager Mike Bennett and City Clerk Selestina Sandoval provided a presentation on the impact of the City conducting its future elections in April or moving them from April to November to coordinate with Mesa County Elections, requiring a city charter amendment.

The key points included:

- Retain April Elections: Managed by the City but incurs higher costs and potential voter confusion.
- Move to November: Lower costs due to coordination with Mesa County staff and resources.
- Cost Comparison:
  - 2023 city-run April election: ~\$169,000.
  - County-run November special election: ~\$27,000.
  - Projected costs for future city-run elections: \$135,000–\$238,000 annually.
- Council Discussion:
  - Pros: Cost savings, consistency with broader elections.
  - Concerns: Ballot length, logistical challenges, and seating new council members in December (amid budget processes).
- Potential Adjustments:
  - Council expressed interest in adjusting the start date of new terms to January to avoid budget disruptions.

Consensus: General support for exploring the move to November elections, with considerations for voter education and term adjustments.

**b. 4th and 5th Street Update**

Transportation and Engineering Director Trent Prall presented this item.

The key points included:

- Pilot Project Review:  
Staff provided updates on the 4th and 5th Street pilot project aimed at reducing traffic speeds and enhancing safety through reconfigurations.
  - Current Configuration: One travel lane, parallel parking, protected bike lanes, and parking modifications.
  - Outcomes to Date:
    - Average speed reductions:
      - North of Grand: 5 mph decrease (closer to posted limits).
      - South of Grand: Speeds down 4-5 mph.
    - Decrease in overall accidents; however, there was a rise in bike and scooter-related incidents due to visibility issues.
    - Community visitation downtown has increased by 3.4% (Downtown Development Authority provided Placer AI data).
  - Challenges:
    - Intersection sightlines.
    - Parking buffered bike lane prevents bikes and moving cars from seeing each other.
    - Confusion due to vertical delineators and buffer spaces.
    - Aesthetic concerns with vertical delineators make the corridors appear under construction.
- Proposed Changes:
  - Transition to a more conventional configuration resembling 7th Street (bike lanes adjacent to vehicle lanes, diagonal parking where feasible).
  - Implementation timeline:
    - In late January, delineators will be eliminated where feasible, and many will transition to lower-profile curb stops and roll-over elements for curb extensions.
    - Restriping cannot occur until late April 2025 due to weather constraints.
- Council Feedback:
  - Mixed views on the current configuration, but general agreement on moving forward with staff's recommended adjustments.
  - Some concerns about maintaining reduced speeds.
  - Continue to monitor public sentiment.

## **2. Council Communication**

There was none.

## **3. Next Workshop Topics**

Mayor Herman outlined future workshop items.

## **4. Other Business**

City Manager Bennett asked Council for volunteers to serve on the interview committees for the Horizon Drive Improvement District and the Downtown Development Authority Board. Mayor Pro Tem Reitz and Councilmember Kennedy volunteered.

## **5. Adjournment**

There being no further business, the Workshop adjourned at 8:13 p.m.

**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE EXECUTIVE SESSION**

**City Hall Administration Conference Room  
January 15, 2025**

**Call to Order**

Council President Herman called the Executive Session of the Grand Junction City Council to order at 5:19 p.m. on the 15<sup>th</sup> day of January 2025.

Councilmembers Scott Beilfuss, Cody Kennedy, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz, and Council President Abram Herman were present.

**Executive Session**

Councilmember Kennedy moved and Councilmember Stout seconded to convene into ***EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW RELATIVE TO THE CITY ATTORNEY. THE CITY ATTORNEY HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Councilmember Nguyen joined at 5:20 p.m.

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

**Adjournment**

There being no further business, the meeting adjourned at 5:29 p.m.

---

Selestina Sandoval  
City Clerk





**Grand Junction City Council**  
**Minutes of the Regular Meeting**  
**January 15, 2025**

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

The City Council of the City of Grand Junction convened into regular session on the 15<sup>th</sup> day of January, at 5:45 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Planning Manager Niki Galehouse, City Clerk Selestina Sandoval, Deputy City Clerk Krystle Koehler, and Administrative Assistant Kerry Graves.

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

**Proclamations**

**Proclaiming the Month of January 2025 as National Crime Stoppers Month in the City of Grand Junction**

Councilmember Kennedy read the proclamation. Bob Culver, with Mesa County Crime Stoppers, accepted the proclamation.

**Proclaiming January 20, 2025, as Martin Luther King Jr. Day in the City of Grand Junction**

Councilmember Beilfuss read the proclamation. David Combs, with Black Citizens and Friends, accepted the proclamation.

**Proclaiming The City of Grand Junction an Inclusive City**

Council President Pro Tem Reitz read the proclamation. Monique Terpstra Sturgeon, Executive Director of Western Slope Native American Resource Center accepted the proclamation.

**Public Comments**

Public comments were heard from Donald Hunger, Kian Highland, Madeline Mejia, Mikolai Weer and Eric Niederkruger.

## **City Manager Report**

City Manager Mike Bennett had nothing to report.

## **Boards and Commission Liaison Reports**

Councilmember Kennedy reported on the Grand Junction Economic Partnership.

Council President Pro Tem Reitz gave an update on the Grand Junction Housing Authority.

Councilmember Beilfuss reported on the impact fee stakeholder meeting and the homeless camp cleanup.

Council President Herman gave an update on the Parks and Recreation Advisory Board.

## **CONSENT AGENDA**

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

- a. Summary of December 16, 2024, Workshop
- b. Minutes of December 18, 2024, Executive Session
- c. Minutes of December 18, 2024, Regular Meeting

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

- a. Legislative
  - i. Introduction of an Ordinance for Supplemental Appropriations for Confluence Center of Colorado and Setting a Public Hearing for February 5, 2025
  - ii. Introduction of an Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election and setting a Public Hearing for February 5, 2025 – ***Moved to the Regular Agenda***

### 3. Procurements

- a. Purchase Two Compressed Natural Gas Front Load Refuse Trucks from Nextran Truck Center
- b. Authorization for a Contract for Traffic Control Services with AWP Safety DBA WS Barricade Corp.

### 4. Agreements

- a. Authorize the City Manager to Execute a 3-year Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

### 5. Resolutions

- a. A Resolution Issuing a Revocable Permit within 1824.9 sf of the Rood Avenue and Fourth Street Right-of-Way for Lighting Bollards Adjacent to 130 North 4th Street
- b. A Resolution Finding the 2020 One Grand Junction Comprehensive Plan, Together with the 2025 Grand Junction Municipal 3 Mile Plan Map, Serves as the City's Three-Mile Plan and its Annual Update
- c. A Resolution Authorizing the City of Grand Junction Regular Municipal Election on April 8, 2025, Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder to Conduct Said Election
- d. A Resolution Authorizing an up to Six-month Extension of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase

Councilmember Stout moved to adopt Consent Agenda Items 1 through 5, excluding item 2.a.ii., seconded by Councilmember Pro Tem Reitz. Motion carried by a unanimous voice vote.

### **REGULAR AGENDA**

- 2.a.ii. Introduction of an Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council**

**Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election and setting a Public Hearing for February 5, 2025**

At the City Council workshop on January 13, 2025, Council heard a presentation from Staff regarding options for conducting future municipal elections. Two options were presented, summarizing the pros and cons of keeping the regular municipal elections in April and those of moving them to November to coordinate with Mesa County Elections. Direction was given by Council to move forward with an ordinance for consideration at a regular meeting to place this on the April 8, 2025, ballot for a charter amendment to move elections to November.

City Attorney John Shaver was available to answer questions about this item.

Council discussed adding explanatory language to the ordinance that explains the capitalization of charter language proposed to be added and the strike-outs for charter language that would be deleted for clarity on the ballot. City Attorney Shaver provided guidance on where best to note this so it wouldn't create confusion after codification. Council also discussed the impacts of the changes on the start date of terms for future Councilmembers should the ballot item pass.

Councilmember Stout moved and Councilmember Nguyen seconded to introduce an ordinance proposing amendments to the Charter of the City of Grand Junction, Colorado, to change the general municipal election date from the first Tuesday in April of odd-numbered years to the first Tuesday in November of odd-numbered years and to extend the terms of current council members to coincide with the change in election dates and refer the same to the April 8, 2025, Municipal Election and set a public hearing for February 5, 2025. The motion carried 6-1 by voice vote, with Councilmember Simpson voting no.

Council took a short break at 6:48 p.m.

The meeting resumed at 7:00 p.m.

**6.a.ii. An Ordinance Amending Title 21 Zoning and Development Code to Create Provisions To Regulate Natural Medicine**

During the 2023 legislative session, the Colorado General Assembly enacted legislation concerning natural medicine, such as psilocybin and psilocyn, allowing them to be provided in a regulated access model at licensed Healing Centers with licensed Facilitators. If the program is successful, the natural medicines could be expanded to include ibogaine, mescaline, and dimethyltryptamine, if recommended by the Natural Medicine Advisory Board. A newly created Division of Natural Medicine within the State of Colorado Department of Revenue is responsible for licensing and regulating these businesses. Local jurisdictions are preempted from prohibiting a facilitator from

operating within its boundaries, provided it is properly licensed, but may adopt reasonable regulations that are consistent with the Natural Medicine Health Act.

Planning Manager Niki Galehouse presented this item.

Conversation ensued regarding public input, buffering, and allowable zoning districts.

The public hearing opened at 7:17 p.m.

There was no public comment.

The public hearing closed at 7:17 p.m.

Council President Pro Tem Reitz moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5244, an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, creating provisions to regulate natural medicine as the same is defined by the Colorado Natural Medicine Health Act on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

**6.a.iii. Introduction of an Ordinance for an Amendment of the City Charter to be Placed on the April 8, 2025 Election Ballot to Change the Salary of the City Council and Providing for a Method to Increase the Salary by Ordinance in Future Years and Setting a Public Hearing for February 5, 2025**

In 1999 Section 38 of the City Charter Council was amended to provide that City Council members are paid a salary of \$500.00 per month, and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2027.

City Attorney John Shaver was available to answer questions for this City Council discussion.

Discussion ensued regarding future salary increases using a Consumer Price Index (CPI) instead of the proposed Adjusted Median Income (AMI) and the implementation date of the salary increase.

Council took a short recess at 7:35 p.m.

The meeting resumed at 7:40 p.m.

City Attorney Shaver summarized the changes that will be made to the ordinance for second reading based on the Council discussion:

- Alternative of the first Monday in May 2027 or the second Monday in January 2028 as the effective date in the recitals.
- Incorporate language that would provide an estimate of the 2024 AMI in the recitals.
- Adding explanatory language that explains the capitalization of charter language proposed to be added and the strike-outs for charter language that would be deleted.
- Amendment in the ballot question itself to reflect the first Monday in May 2027 or the second Monday in January 2028 dates.

The public hearing was opened at 7:49 p.m.

Public comment was heard from Thomas Freimann.

The public hearing closed at 7:51 p.m.

Councilmember Kennedy moved, and Councilmember Stout seconded to introduce on first reading, pass for publication, and set a public hearing an ordinance to amend the City Charter regarding City Councilmember salaries, and set a public hearing for February 5, 2025, included amendments noted above. Motion carried 6-1 by voice vote, with Councilmember Simpson voting no.

## **8. Non-Scheduled Comments**

No comments were heard.

## **9. Other Business**

Councilmember Kennedy thanked the staff for the impact fee stakeholder meeting.

## **10. Adjournment**

The meeting adjourned at 7:57 pm.

---

Selestina Sandoval, CMC

City Clerk





**Grand Junction City Council**

**Regular Session**

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

---

**Meeting Date:** February 5, 2025  
**Presented By:** Henry Brown, Mobility Planner  
**Department:** Community Development  
**Submitted By:** Henry Brown, Mobility Planner

---

**Information**

**SUBJECT:**

Introduction of an Ordinance Amending Title 10.14 Shared Micromobility Devices of the Grand Junction Municipal Code to Support Ending the Shared Micromobility Pilot and Transitioning to an Enduring Permit Program and Setting a Public Hearing for February 19, 2025

**RECOMMENDATION:**

Staff recommends approval of the of the ordinance on first reading and setting a public hearing for February 19, 2025.

**EXECUTIVE SUMMARY:**

With Council support, a Shared Micromobility Pilot commenced in Q2 of 2023, providing approved operators the opportunity to deploy shared devices (e.g., e-scooters, bikes/e-bikes, etc.) in an 18-square mile portion of Grand Junction. After nearly two years of quarterly updates and based on direction from Council at the August 19, 2024 Workshop, staff have updated Permitting Documents, including proposed updates to the GJMC to accommodate replacing the pilot with an enduring permitting program.

**BACKGROUND OR DETAILED INFORMATION:**

**EXISTING REGULATIONS**

Chapter 10 of the Grand Junction Municipal Code addresses regulations for the operation of bicycles, e-bikes, and e-scooters (as well as other human-powered vehicles) (Section 10.04.1412), as well as sanctions for reckless and careless driving for these modes (Section 10.04.1401 and Section 10.04.1402). Sections 9 and 10 were updated prior to the beginning of the Pilot program to specify requirements and expectations for the operation of electric scooters. Additionally, an ordinance was adopted to establish parameters governing shared micromobility companies operating in the City. The ordinance outlines general operator requirements, vehicle identification

requirements, customer communication requirements, parking requirements, advertising, data sharing, and consumer privacy, as well as e-scooter-specific requirements related to areas of operation and speed limits.

The regulations drew on best practices from other cities in Colorado and throughout the country, incorporating input solicited from the Downtown Development Authority, the Horizon Business Improvement District (BID), Colorado Mesa University, the One Riverfront Commission, and the Urban Trails Committee.

**PROPOSED UPDATES**

Minor GJMC updates are proposed to support ending the Shared Micromobility Pilot and transitioning to an enduring permitting program. In tandem with these updates, the Program Criterion and Operating Permit Agreements would regulate the permit and operation of shared micromobility fleets ongoingly. The intent of the permit is to relieve the administrative burden on staff and on private operators while broadening the availability of the service to new key destinations, implementing strategies to improve device stewardship, and incentivizing positive program outcomes. Any new equipment will be allowed only on a pilot basis before being accepted broadly into the program, per permit agreements.

**FISCAL IMPACT:**

Initial permitting fees of \$6,000 would be assessed to permitted operators to cover infrastructure development. An ongoing 10 cents per ride fee would continue to be assessed quarterly. A permit renewal fee would apply annually.

**SUGGESTED MOTION:**

I move to introduce an ordinance amending Title 10.14 Shared Micromobility Devices of the Grand Junction Municipal Code and setting a public hearing for February 19, 2025.

**Attachments**

- 1. Code Changes 1.29.2025
- 2. Permit Agreement 1.28.2025
- 3. Program Criteria 1.29.2025
- 4. ORD-Scooter and Shared Micromobility 20250129



CHAPTER 10.14  
Shared Micromobility ~~Devices~~

§ 10.14.010. Operation of shared micromobility ~~equipment, devices~~

(a) **Definitions.**

As used in this ~~C~~chapter, the following shall apply and mean as follows:

Adaptive Vehicle refers to Equipment designed to accommodate a User(s) with mobility impairments, such as Equipment with some combination of seated, larger wheelbase, 3 or more wheels, hand-propelled, etc., classified as such with approval from the City.

Complaints refer to any issue(s) reported by Users, the City, or the member(s) of the general public. A Complaint may be made to an Operator via telephone, email, website, social media, or other medium monitored by the Operator on a daily basis.

Corral – see Dedicated Parking Corral.

Dedicated Parking Corral(s) (“Corral(s)”) refer to specific locations within or surrounding Mandatory Parking Zones where a User may park the rented device and end their ride.

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

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

Equipment – see Shared Micromobility Equipment.

Fleet refers collectively to Docked Equipment, Dockless Equipment and/or Micromobility Equipment owned and managed by the Operator is, lawfully deployed within the Program Area, and available for public use.

Fleet Cap refers to a limit on the number of devices comprising a Fleet and available to Users from the Operator.

Guidelines – see Local Riding Guidelines.

Local Riding Guidelines (“Guidelines”) refer to the rules and expectations which Operators must introduce to Users prior to using any device, either upon each rental, at periodic frequency, or upon account creation.

Operator refers to a person or entity authorized by the City to own and operate a shared micromobility fleetFleet and service, integrating on-board technology allowing a userUser to utilizerent or borrow eitherany Equipment from the Operator’s Fleet docked or dockless devicesremotely in designated rights-of-way. The term includes any employee, agent or independent contractor hired by the ~~operator~~Operator.

Permit refers to a lawful approval and license from the City to an Operator to own and operate a Fleet pursuant to Grand Junction Municipal Code, Program Criteria, and Permit Agreement.

Pilot means a preliminary study governed by a pilot agreement and conducted to evaluate factors related to the operation of shared micromobility in the City that include but are not

limited to feasibility, duration, cost and adverse events, and improve upon study design prior to establishing a permanent permitting or licensing system.

*Program Area* refers to the geographical area encompassed by the City's -Urban Development Boundary and nearby parts of unincorporated Mesa County.

*Service Area(s)* refers to geographical region(s) in which the operator is permitted to deploy a Fleet and in which Users may ride the same.

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

*Shared micromobility device (device)* ~~Micromobility Equipment (“Equipment”)~~ means any lightweight, low-powered or human powered vehicular unit, including various classes of vehicles, such as bicycles, electrical assisted bicycles, seated electric scooters, or standing electric scooters; either dockless or docked, including Adaptive Devices, that is part of a shared fleet permitted to and lawfully operating in the City.

*User* is any person that uses, rents, or rides a docked~~Docked~~ Equipment, or dockless device~~a Dockless Equipment, and/or a Micromobility Equipment~~ and/or is a customer of an~~the shared micromobility operator~~ Operator.

(b) **Shared Micromobility Operator Requirements.**

- (1) The City Manager shall develop a shared micromobility operator pilot criterion, Shared Micromobility Operator Program eCriteria and application process (Program), and pilot requirements and define the period of performance to operate within the City’s right-of-way.
- (2) The City Manager is authorized to review and approve operator’s an Operator’s deployment plans for qualified operator~~Operator~~(s) who submit applications to participate in a the pilot~~Program~~ within the City.
- (3) The City Manager shall promulgate additional regulations governing Sshared Mmicromobility, which at a minimum requires operators an Operator(s) to provide device Equipment with Device lights and reflectors as minimum safety features, -(such as lights and reflectors), follow established parking rules, meet operating and customer service performance standards, and perform data collection and reporting to the City that monitors performance and effectiveness of the pilot. Safety communication materials and application features must be preapproved by the City prior to launchingservice. Users must be informed and educated on Local Riding Guidelines consistent with the published Program Criteriaon.
- (4) The City Manager shall set requirements for operators~~Operators~~ to remove Equipment shared micromobility devices that is are parked improperly and/or in inappropriate ly/in an inappropriate area(s), rebalance the deployment of the devices~~Fleet, Devices,~~ and any other similar operator~~Operator~~ obligations and responsibilities established by law or regulation.
- (5) Operators are required to provide proof of insurance of the types and at the levels determined by the City Program, City, together with indemnification, surety bonds, and

cost recovery fees.

(6) A ~~pilot~~Permit shall be subject to termination or Fleet Cap penalties for noncompliance, for, including but not limited to, any operation(s) that in the City’s discretion constitute a nuisance, dangerous condition(s), and/- or for repeated violation(s) by the Operator and/or Users of the Operators Equipment.

~~(6)~~

(7) The City Manager shall establish a process to determine well-planned, designated locations for ~~dedicated parking spaces~~Dedicated Parking Corrals for ~~shared micromobility devices~~ Equipment Shared Micromobility Devices in the City’s ~~right~~rights-of-way.

(8) The ~~pilot~~Permit is only valid for operations within designated City rights-of-way within the Service Area(s) as defined by the Program Criteria. An ~~operator~~Operator shall not otherwise restrict use of its ~~F~~fleet within certain geographical areas of the City unless approved by the City. Permission to operate ~~devices~~Equipment outside the public right-of-way shall require advanced written permission ~~off~~from the property owner(s). Operators shall have a means of communicating to the ~~user or customer~~User when any Equipment~~the device~~ has been operated in non-permitted areas. The communication to the ~~user~~User shall be sent electronically at the conclusion of the trip.

(c) **Identification of EquipmentDevices.**

(1) ~~Each d~~Devices in the Fleet/all Equipment is are required to be individually numbered by the ~~operator~~Operator.

(2) All Equipment is ~~Devices are~~ required to use a unique identifier sticker/placard that is clearly visible to the ~~user~~User and the City. Such identifier must:

(i) Be affixed to the ~~vehicle stem~~ EquipmentDevice;

(ii) Be at least two inches high;

(iii) Include that operation~~the particular device~~ is allowed ~~to be operated~~ within the City; and

(iv) Include a 24-hour toll-free telephone number ~~and~~, email address ~~so~~, and website, in order for a ~~user~~User and/or the public ~~can report issues or make relocation requests~~to make issue a Complaint(s).

(3) Operators are required to provide an inventory list of ~~device~~Equipment identification numbers to the City Manager prior to deployment within the City.

(4) Fleet inventory shall be audited throughout the City-approved period of performance to ensure fleet size requirements are respected.

(5) Operators are required to update the fleet inventory list monthly and are not allowed to deploy ~~a device~~Equipment whose identification number is not filed with the City Manager.

(d) **Communications to Users/Customers.**

~~(1)~~ An ~~h~~ operatorsOperator shall conspicuously include in the ~~operator’s~~Operator’s app’s

information that:

- (i) ~~Educates users or customers about safe use of the devices that are in the operator's inventory; and~~
- (1) ~~Informs the users or customers of parking zones~~ to orient Users to Local Riding Guidelines per Program Criteria.

(e) **Use.**

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

(f) **Parking Requirements ~~for Devices.~~**

- ~~(1) Devices~~ Within a Mandatory Parking Zone, Equipment shall be deployed and parked within dedicated parking zones which shall be adjacent to the curb in a parking lane of a roadway, and that are Dedicated Parking Corral as established and maintained solely at the cost of the operator. Dedicated parking zones shall be by the City. Corrals may be differentiated from other uses ~~areas~~ of the parking lane by City's right-of-way via pavement marking, delineators, wheel stops, flexible bollards or other City approved material(s).
- (1) ~~Devices may not be parked on sidewalks, unless there is an on sidewalk dedicated parking zone that is differentiated from other uses of the sidewalk by pavement markings, delineators, wheel stops, flexible bollards or, and/or other City-approved material(s).~~
- (2) ~~Devices~~ Each piece of Equipment shall be upright and parallel to others, if any, when parked or deployed.
- ~~(2)~~ (3) Each piece of Equipment shall be prohibited from blocking curb cuts, driveways, or ADA areas; marked parking or loading areas (unless designated as a Corral); fire hydrants, utility boxes, street furniture (e.g., benches, trash and recycling receptacles, or parking meters); and business or residential entryways; and must leave a minimum of 4' of sidewalk clear width when parked or deployed.
- ~~(3)~~ (4) Operators shall inform users Users on proper parking of Equipment ~~devices.~~
- ~~(4)~~ (5) Dedicated parking zones Parking Corrals shall not impede access to utilities, or access from the street to the sidewalk.
- ~~(5)~~ (6) The City Manager reserves the right to reduce an Operator's Fleet Cap ~~the number of devices allowed to operate in the City~~ and/or revoke the operator's Operator's ability to operate as provided in the Program/this ordinance/any rule or regulation promulgated by the City., if such devices are found to be consistently parked improperly.
- ~~(6)~~ (7) To maintain parking compliance, an operators Operator shall:
  - (i) Provide a single point-of-contact (telephone number and email address) customer

service line, available 24 hours and answerable by ~~the local~~ representative of the ~~operator~~ Operator with awareness of the local program, for ~~complaints~~ Complaints regarding improper parking or other concerns;

- (i) List the contact information clearly on ~~each~~ all Equipment ~~device~~ along with a unique identifying number as described in subsection (c) of this section;
- (ii) ~~Resolve complaints~~ Respond to Complaints within ~~one hour Monday through Friday, 7~~ two hours, seven days per week, 9:00 a.m. to 6:00 p.m., and within four hours ~~on Saturdays and Sundays and after~~ outside of the ~~weekday~~ hours listed herein;
- (iii) Assign a unique complaint number for each issue to ~~both the City and~~ the person who reported the issue;
- (iv) When a complaint is closed provide a response to the ~~City and the~~ person who reported the issue; ~~and~~
- (v) Provide sufficient operations and maintenance staff to address issues and remove improperly parked vehicles; ~~and~~
- (vi) Provide the City with a summary of all complaints and resolution actions as described in the Program Criteria.

(g) **Operating Areas of Operations for Devices.**

(1) Equipment may only be deployed and operated within the Service Area(s) as defined by the Program Criteria.

~~(1)~~(2) Equipment ~~Devices~~ may be operated in a designated bicycle lane if one is present, or in a vehicle travel lane except for circumstances described below and elsewhere in Chapter 10.04 GJMC.

~~(2)~~(3) Equipment ~~Devices~~ may be used on City sidewalks unless otherwise posted to the contrary.

~~(3)~~(4) Equipment ~~Devices~~ may be used in City parks or trails owned or maintained by the City ~~unless otherwise posted to the contrary~~ except as identified in the Program Criteria.

(h) **Speed Limits for Users of Devices.**

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

(2) No ~~user~~ User shall ride ~~any Equipment~~ ~~device~~ in excess of a speed of six miles per hour when riding on a sidewalk.

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

(4) Speed limits shall otherwise be managed as described in the Program Criteria.

(i) **Safety.**

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

(j) **Advertising.**

(1) Operators shall not display third-party advertising on ~~vehicles~~Equipment, ~~docking stations,~~ or ~~parking zones~~Corrals without express approval from the City Manager.

(2) If approved by the City Manager, any such advertisement will be limited to exclude any reference to gambling, drugs or alcohol, any political statements or endorsements, any adult themes or explicit content, any religious themes, or any other advertising containing sensitive or offensive material as determined by the City Manager. The approval of any advertisement shall not constitute an implied or explicit endorsement by the City.

(3) Fees or revenue splitting may be considered as a part of any advertising consideration.

(k) **Privacy.**

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

(l) **EquipmentDevice Maintenance.**

Operator shall remove any inoperable ~~device and/~~or ~~unsafe any device~~Device that is not safe to operate as immediately Equipment as soon as possible but no later than 124 hours after notification. Failure to do so may result in the revocation of the City’s consent/authority to operate in the City.

(m) **Data Sharing.**

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

- ~~(1) Utilization rates.~~
- ~~(2) Total downloads, active users, and repeat user information.~~
- ~~(3) Total trips by day of week and time of day.~~
- ~~(4) Origin and destination information for all trips.~~
- ~~(5) Trips per device.~~
- ~~(6) Average trip distance.~~
- ~~(7) Trips originating in or destined for designated opportunity areas.~~
- ~~(8) Parking compliance at designated zones and at transit and bus stops.~~

§ 10.14.010

§ 10.14.010

~~(9) Incidents of theft and/or vandalism.~~

~~(10) Complaints.~~

~~(11) Number of users participating in discount programs disaggregated by program type (low-income, students, etc.).~~

~~(12) Accident/crash information.~~

~~(13) Payment method information.~~

~~Complete data sharing requirements will be provided to approved operators. Operators via a micromobility dashboard. Data shall comply with all data sharing requirements to remain in good standing industry standards, as identified in Program Criteria. Failure to comply will may result in termination of the pilot agreement Permit.~~

(n) **Indemnification.**

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

The Operator shall not be obligated to indemnify the Owner for claims related to the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Owner.

The aforementioned indemnification obligation is limited by the Colorado Governmental Immunity Act.

(Ord. 5084, 7-20-22)



## Shared Micromobility Operating Permit Agreement

This PERMIT AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Operating Permit Agreement Documents referred to as the "Owner" and \_\_\_\_\_, hereinafter in the Operating Permit Agreement Documents referred to as the "Operator."

WITNESSETH:

WHEREAS, the Owner and Operator have executed a Shared Micromobility Operating Permit Agreement between November 1<sup>st</sup> of the year prior to the permit year and March 1<sup>st</sup> of the present permit year for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by these Operating Permit Agreement Documents;

NOW, THEREFORE, in consideration of the Permitting Fee or Renewal Fee to be paid by the Operator, and the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

### ARTICLE 1

Operating Permit Agreement Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Permit Agreement Documents" or the "Permit Agreement," and all of said instruments, drawings, and documents taken together as a whole constitute the Permit Agreement between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of Operating Permit Agreement document governance shall be as follows:

- a. Grand Junction Municipal Code §10.14 Shared Micromobility,
- b. Grand Junction Shared Micromobility Program Criteria,
- c. Exhibits attached to the Grand Junction Shared Micromobility Program Criteria,
- d. Shared Micromobility Operating Permit Agreement,
- e. Operator's Permit Application,
- f. Shared Micromobility Program Criteria Amendments

### ARTICLE 2

Definitions: The definitions provided in GJMC § 10.14.101(a) and in the Program Criteria apply to the terms used in the Permit Agreement.



### ARTICLE 3

Permit Agreement Services: The Operator agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the complete Permit Agreement Documents.

### ARTICLE 4

Revenue Sharing and Payment Procedures: The Operator shall submit Fees to the Owner of 10 cents (\$0.10) per trip taken on any Equipment within the Program Area. The per-trip Fee may be waived at the sole discretion of the Owner, for example, on some trips taken on Adaptive Vehicles or within Priority Areas.

### ARTICLE 5

Owner/Operator meetings: The Operator shall agree to join meetings scheduled by the Owner no less frequently than twice per quarter on dates and times to be agreed upon by Owner and Operator to share quarterly and semi-annual data reports, as required.

### ARTICLE 6

Local Riding Guidelines: If the Owner determines, at its sole discretion, that any of the topics addressed in the Local Riding Guidelines are not being adhered to by Users with enough frequency to cause issues with the Program, the Operator shall agree to issue reminders to some or all Users.

### ARTICLE 7

Deployment & Parking: The Operator shall agree to use geofencing technology to comply with parking and operating requirements by the No Operating Zones, Mandatory Parking Zones, and Low-speed Zones, including temporary requirements for special events when deploying or rebalancing Equipment. The Owner shall reserve the right to modify or add zones, with written notice provided to the Operator and/or via updates on the Ride Report (or similar) dashboard.

If poor parking behavior is regularly observed by the Owner or by the Operator, either by individual Users, in specific locations, or as a systematic issue, the Owner shall reserve the right to request additional points of communication, including, but not limited to, email, in-app messaging, and/or audio/visual cues from Equipment, if applicable, beyond the parking expectations expressed in Local Riding Guidelines. The Operator shall agree to target this additional communication to individual Users, including those who regularly park in a specified area, or across the Program overall, as needed.

If the Operator intends to diversify its Fleet beyond a class or classes of Equipment (as defined in GJMC § 10.14.010(a) "Shared Micromobility") already permitted and presently deployed, the Operator agrees to notify the Owner of this intention no fewer than sixty (60) days prior to the deployment of any such Equipment. The Owner and Operator shall meet

and discuss any potential concerns related to the new Equipment class no fewer than thirty (30) days prior to the deployment of such and shall develop terms of a pilot deployment. During such a pilot, the Owner and Operator agree to meet no less than quarterly to discuss and resolve any concerns or issues particular to the vehicle class. If the Owner, in its sole discretion, determines that the Operator is not taking suitable action to resolve any concern or issue particular to the pilot Equipment class, it may terminate the pilot deployment of a new class or classes of Equipment and may impose other penalties on the Operator, including a Fleet cap Penalty. Equipment deployed under a pilot shall count against the Fleet Cap of the Operator.

## ARTICLE 8

User Parking Fines or Penalty Fees: The Owner does not impose a User Parking Fine or Penalty Fee. The Owner shall reserve the right to reevaluate the need for a User Parking Fine or Penalty Fee on an as-needed basis. The Owner shall reserve the right to institute a User Parking Fine or Penalty Fee policy, or the equivalent, should the Owner determine in its sole discretion that a fee is necessary or required.

## ARTICLE 9

CMU Operations and Parking: Unless otherwise agreed upon in writing by the Operator and Colorado Mesa University (CMU), the Operator shall agree to Geofence CMU as a No Operating Zone with the exceptions of certain corridors leading into the campus as depicted in **Exhibit G** in the Program Criteria. Unless otherwise agreed upon in writing by the Operator and CMU, the Operator shall also designate the CMU campus as a Mandatory Parking Zone. Dedicated parking Corrals will be installed by the Owner at strategic points along the perimeter and interior of the campus to ensure services are accessible to both the student population and staff. The Mandatory Parking Zone shall include the 12<sup>th</sup> Street cycle track that runs along the eastern perimeter of the campus to keep that facility free on any obstructions. The details of Article 16 are subject to the terms of any agreements between the Operator and CMU so long as User access to parking Corrals is maintained. Where agreed upon by the Owner and the Operator, access to dedicated parking Corrals within the MPZ area will be designated as Low-speed zones.

The terms of this Article may be superseded by an agreement between the Operator and CMU.

## ARTICLE 10

Public Outreach: Operator shall agree to push annual qualitative surveys to each active User (i.e., any User who has used Equipment in the Program within the permit year) within one month of October. The format, content, and duration of the qualitative survey shall be agreed upon by the Owner and Operator, such as in the example shown below. Raw survey data shall be shared with the Owner, including total number of Users targeted and overall response rate.

The Operator shall agree to offer a riding benefit to any User who responds to the surveys ("Respondent"). This may include, but is not limited to, waived Equipment unlock fees or discounted future or past rentals.

Where feasible, the Operator shall agree to combine anonymized User token data with survey response to bolster Program understanding. This may include, but is not limited to, frequency of ridership of the User and generalized endpoint of the User’s most recent ride.

*Please help us improve future micromobility experiences by answering this short survey.*

1. *What could have gone better on your most recent trip? [multi-rank, randomize question order]*

	<i>Not an issue</i>	<i>Minor concern</i>	<i>Major issue</i>
<i>a. Ease of finding a [Equipment class]</i>			
<i>b. Availability of safe routes to ride upon</i>			
<i>c. Service areas/getting closer to my destination</i> <i>i. [Explain]</i>			
<i>d. Finding a legal or designated parking area</i>			
<i>e. App functionality</i>			
<i>f. [Equipment class] hardware</i>			

2. *How much of your ride was on sidewalks, bike lanes, and roadway?*
  - a. On the sidewalk wherever possible/available*
  - b. Partially on sidewalks, partially in bike lanes or on-road where comfortable*
  - c. Primarily on-road or in bike lanes*
  
3. *What was the purpose of this trip? [single choice, randomize order]*
  - a. Commuting to/from school, work, or meetings*
  - b. Commuting to/from a leisure excursion (e.g., going out to eat, going to the gym, meeting up with friends)*
  - c. Errands (e.g., grocery shopping)*
  - d. Joyride*
  - e. Other [Fix last]*
    - i. [Explain]*
  
4. *If a [Equipment class] had not been available, how would you have made this trip? [single choice, randomize order]*
  - a. Walk*
  - b. Use my own micromobility device (e.g., bike, skateboard, scooter)*
  - c. Take the bus*
  - d. Drive my own car*
  - e. Get a ride from a friend or from rideshare (e.g., Taxi, Uber, Lyft)*
  - f. I would not have made this trip*
  
5. *Did you use the scooter to go directly from your origin to your destination? Select all that apply. [multi-select]*
  - a. I had to walk less than one block on each end of my journey.*
  - b. I had to walk over a block to find a [Equipment class].*

- c. *I had to walk over a block from where I returned the [Equipment class].*
6. *Why did you choose to use a [Equipment class] for this trip? Pick up to 3 options. [multi-select, randomize order]*
    - a. *Using a [Equipment class] is a more fun option.*
    - b. *Using a [Equipment class] is a faster/more direction option.*
    - c. *Using a [Equipment class] is a more affordable option.*
    - d. *Using a [Equipment class] is a more environmentally friendly option.*
    - e. *I would arrive less sweaty than biking/walking.*
    - f. *Too far to walk.*
    - g. *Don't have to find or pay for parking.*
  7. *What is your affiliation with Colorado Mesa University or CMU Tech? [single choice]*
    - a. *Student*
    - b. *Faculty/Staff*
    - c. *None*
    - d. *Other*
      - i. *[Explain]*
  8. *What best describes your age?*
    - a. *Under 18*
    - b. *18-24*
    - c. *25-34*
    - d. *35-44*
    - e. *45-64*
    - f. *65+*
  9. *What best describes your annual household income?*
    - a. *Under \$55,000*
    - b. *\$55,000 - \$70,000*
    - c. *\$70,000 - \$85,000*
    - d. *\$85,000 - \$100,000*
    - e. *\$100,000+*

If the Operator chooses to solicit other User feedback specifically relevant to the Program, including, but not limited to, post-ride questionnaires or email surveys, the Operator shall agree to share with the Owner summarized results including the sample size of respondents.

## ARTICLE 11

Loss or Damage: The Owner assumes no liability for loss or damage to the Operator's Equipment or other equipment or property. The Operator agrees that the Owner is not responsible for providing security at any location where Operator's Equipment is stored or located. Operator shall agree to take responsibility for any damage to public or private property caused by Equipment or other equipment when not under command of a User.

The Operator shall agree to ensure that local facilities, including charging or maintenance facilities, meet or exceed relevant fire codes. Further, the Operator shall agree that the Owner may audit local facilities to ensure that relevant fire codes are being met or exceeded.

## ARTICLE 12

Bonds: The Operator shall furnish currently herewith the Bond required by the Permit Agreement Documents. The Surety Bond shall be in an amount not less than \$80.00 per piece of Equipment, as calculated by the Fleet Cap table.

## ARTICLE 13

Permit Agreement Binding: The Owner and the Operator each binds itself, its associated third parties or suppliers, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Permit Agreement Documents. The Permit Agreement Documents constitute the entire agreement between the Owner and Operator and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Operator shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Permit Agreement Documents and specifically, the Operator shall not assign any moneys due or to become due without the prior written consent of the Owner.

## ARTICLE 14

Severability: If any part, portion or provision of the Permit Agreement shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Permit Agreement shall remain in full force and effect.

## ARTICLE 15

Indemnification: The Operator shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool ("Owner Indemnities"), from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Operator, or of any Operator's agent, employee, sub-Firm or supplier in the execution of, or performance under, the Permit Agreement or any contract which ay result therefrom. The Operator shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages. The Operator shall not be obligated to defend, indemnify, or hold harmless the Owner Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the Owner.

The Operator shall not be obligated to indemnify the Owner for claims related to the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not

limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Owner.

The aforementioned indemnification obligation is limited by the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Permit Agreement to be subscribed and sealed and attested in its behalf; and the Operator has signed this Permit Agreement the day and the year first mentioned herein.

The Permit Agreement is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

By: \_\_\_\_\_  
Duane Hoff Jr., Contract Administrator

\_\_\_\_\_  
Date

**Operator**

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

\_\_\_\_\_  
Date



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**Shared Micromobility Program Criteria**

Per GJMC §10.14, the following comprise criteria for compliant operation for an Operator of a Shared Micromobility program in the City of Grand Junction, Colorado. This Criteria is subject to change at any time.

**I. Definitions:**

The definitions at GJMC § 10.14.101(a) shall apply to this document. Additionally, as used in this document, the following definitions shall apply:

*Fee(s)* – A payment made to the City either in the form of new permit fee, renewal permit fee, or Revenue Sharing Payment, such as Per-Trip (Ridership) Fee or advertising revenue share (if applicable).

*Geofence(d)/Geofencing* – Implementation of a geographical zone via GPS or other geopositioning/location software used to pinpoint Equipment or its User.

*Low-speed Zone(s)* – A geographical zone, where Equipment is Geofenced to not provide motor assist over a designated speed, presumed to be 6 miles per hour, unless otherwise indicated, as depicted in **Exhibits E and G**.

*Mandatory Parking Zone(s) (“MPZ(s)” herein)* – A geographical zone in which Users may only end their trip with Equipment parked within designated Corrals and in which the Operator may only deploy Equipment within designated Corrals.

*No Operating Zone(s)* – A geographical zone, where Equipment is Geofenced not to operate under power and where Users are expected to dismount and park or walk the Equipment, as depicted in **Exhibit F**.

*Priority Area(s)* – Disadvantaged areas as defined by CDBG Eligible tracts as visible in the City of Grand Junction Development Map.

*Riverfront Trail* – A shared-use trail providing public access for pedestrians and operators of micromobility apparatuses (personal or shared), following the Northern bank of the Colorado River, portions of which fall within the Service Area Boundary.

*Service Area(s)* – See GJMC and **Exhibit A**.

*Shared Micromobility Program (“Program” herein)* – The service being provided by the Operator.

**II. Period of Performance:**



A Shared Micromobility Operating Permit is valid for a single calendar year (January 1 – December 31) and may be eligible for renewal at the discretion of the City.

**III. Permit Application Window:**

Permit applications will be accepted between November 1 of the prior year through March 1 (or COB on the following business day) of the permitted year.

**IV. Permit fee:**

An initial permit fee of **\$6,000**, or as otherwise set by City Manager, shall be paid by the Operator to the City within 30 days of a notice of acceptance and shall be deposited prior to any deployment of Equipment within the Program Area by the Operator.

**V. Renewal:**

If an Operator is under compliance with the Permit Agreement, the City may, at its discretion, invite the Operator to renew its permit for the forthcoming calendar year. Any Operator so invited may renew its permit by paying an administrative permit renewal fee of **\$250** to the City before the end of the calendar year to ensure that the Operator remains in compliance.

**VI. Fleet Cap:**

The total number of devices deployed in the Operator's Fleet shall be limited by a Fleet Cap. The Fleet Cap shall be calculated quarterly by the Operator as the sum of the base cap and any bonuses, then multiplied by any additional factors, and rounded to the nearest ten:

$$Fleet\ Cap = \text{round}_{10}[(base\ cap + bonuses) * (1 + \sum(additional\ factors)) - \sum(Fleet\ Cap\ penalties)]$$

The base cap shall be fixed at 200 (two hundred) devices. The Operator may earn bonuses via any combination of the following.

- **Prior Service:** Successful completion of the prior year of Program service (including during the Shared Micromobility Pilot) shall earn a Fleet Cap bonus of 100 (one hundred) devices.
- **River Season:** Operator's commitment to guarantee that Equipment is reliably available at both Las Colonias and Blue Heron boat ramps during river season (i.e., Friday through Sunday during daylight hours March 1 through August 31) shall earn a Fleet Cap bonus of 40 (forty) devices.
- **Local Programming:** Operator's commitment to participate quarterly in local programming (i.e., participation in community events local to the Program Area, for example, but not limited to, Southwest Arborfest, EV Ride & Drive events, New Mavs Days, or other events/festivals) shall earn a Fleet Cap bonus of 40 (forty) devices, while Operator's commitment to participate semi-annually in local programming shall earn a Fleet Cap bonus of 20 (twenty) devices.
- **Winter Fleet:** Operator's commitment to maintain a minimal fleet of no fewer than 80 (eighty) devices available at any point throughout the full calendar year (with reasonable exception for severe weather events) shall earn a Fleet Cap bonus of 40 (forty) devices.

Additional factors offer a percentage increase above the sum of the base cap and any bonuses via any combination of the following:

- Mixed Fleet: Deploying either: a mixed fleet such that a maximum of 90% of available Equipment is of a single class (e.g., standing scooter, seated scooter, acoustic bicycle, electric bicycle, moped, Low Speed Electric Vehicle, etc.); OR a minimum of 5% of available Equipment are classified as Adaptive Vehicles, shall earn an additional factor of 25%.
- Rebalancing: Committing to rebalance any Equipment which sits idle in a free-floating parking area (i.e., outside of a Mandatory Parking Zone) within 72 (seventy-two) hours shall earn an additional factor of 25%.
- High Demand: Having deployed a Fleet above 85% of the Fleet Cap during 60 (sixty) consecutive days in the prior quarter or same quarter of the previous year<sup>1</sup> AND either: measured average demand of at least one Trip per Vehicle per Day (1 TVD) during those 60 (sixty) days; OR measured daily demand of at least 1.2 Trips per Vehicle on 12 (twelve) individual days within those 60 (sixty) days shall earn an additional factor of 10%.
- Sole Operator: Operating as the sole permitted Shared Micromobility provider in the Program Area shall earn an additional factor of 40%.

At its sole discretion, the City may impose a Fleet Cap penalty if it determines that an Operator is out of compliance under the permit, for example, but not limited to, not sharing data as required by the Permit Agreement or not attending scheduled meetings without reasonable communication in advance of meeting times. Written notice and/or an update on Ride Report or similar 3<sup>rd</sup> party data aggregator, will be provided prior to imposition of a Fleet Cap penalty. A Fleet Cap penalty shall be subtracted from the Fleet Cap to establish a more restrictive limit on Equipment deployment for a given quarter or for as long as the Operator remains out of compliance. The City may, in its sole discretion, relieve the Operator from a penalty prior to quarter-end if the Operator provides a specific plan in writing to demonstrate how it will return to compliance that is acceptable to the City.

If the Operator chooses to participate in local programming for a Fleet Cap bonus or otherwise, it is recommended to collaborate with the City to evaluate opportunities to leverage attendance from existing City or other events or to support marketing, as appropriate.

## **VII. Communication & Data-sharing:**

An Operator shall be responsible for sharing anonymized ridership data to the City via a micromobility dashboard selected by the City, such as Ride Report. Data shall comply with Mobility Data Specification (MDS) v2.0 and/or the Generalized Bikeshare Feed Specification v3.0 or equivalent.

Beyond ridership data, the Operator shall additionally be responsible for supporting the City in developing or exporting aggregated data reports on a quarterly or semi-annual basis.

---

<sup>1</sup> For 2025 only, the Operator may use two consecutive months out of the same quarter a year prior, given reporting differences from the Shared Micromobility Pilot.

Such quarterly data reports shall include:

- A completed Fleet Cap Table describing the Fleet Cap for the upcoming quarter:

Quarter:	Base Cap:	200	Operator:	
<b>Bonus:</b>	<b>Value:</b>	<b>Earned bonuses:</b>	<b>Additional factors:</b>	<b>Value:</b>
Prior Service	+100		Mixed Fleet	25%
River Season	+40		Rebalancing	25%
Local Programming	+20/40		High Demand	10%
Winter Fleet	+40		Sole Operator	40%
	Sum:		Factor sum:	
	<b>Quarter:</b>		<b>Fleet Cap:</b>	

To provide an example, a theoretical Operator, "X," has met the criteria for *Prior Service*, *River Season*, and *semi-annual Local Programming* bonuses, and earns the additional *Rebalancing* and *High Demand* factors. The sum of 360 is multiplied by 1.35, for a product of 486, and rounded to the nearest ten for a final theoretical Fleet Cap of 490 devices:

Quarter: Q2'25	Base Cap:	200	Operator:	X
<b>Bonus:</b>	<b>Value:</b>	<b>Earned bonuses:</b>	<b>Additional factors:</b>	<b>Value:</b>
Prior Service	+100	100	Mixed Fleet	25%
River Season	+40	40	Rebalancing	<u>25%</u>
Local Programming	+20/40	20	High Demand	<u>10%</u>
Winter Fleet	+40		Sole Operator	40%
	Sum:	360	Factor sum:	35%
<b>EXAMPLE ONLY</b>	<b>Quarter:</b>	<b>Q3 2024</b>	<b>Fleet Cap:</b>	<b>490</b>

Such semi-annual data reports shall include:

- Total app downloads and number of unique Users who have completed a trip;
- Number of Users participating in discount programs disaggregated by program type (low income, students, healthcare workers, etc.);
- Number of cash-based transactions,
- Number and nature of crashes involving the Operator's Equipment, including, but not limited to, any locations where multiple crashes were observed, if any Operator-led investigations were conducted, and if any User penalties were assessed;
- Number and nature of community engagement events (if applicable), including number of helmets (or other safety equipment) distributed (if applicable);
- CO2 equivalent Emissions Avoided/Not Produced (metric tons);
- Total number of Complaints received by the Operator, including a fractional breakdown of a characterization of the nature of complaints received, a distribution of initial Complaint response times, and a distribution of final Compliant resolution times; and
- Other metrics as agreed upon by the Operator and the City.

The City shall be responsible for sharing information about large-scale community events and any need for temporary Low-speed or No Operation Zones, or impact to Corrals, ideally with no less than six days' notice. Additionally, the Operator shall pay Ridership Fees to the City for a completed quarter, within 60 days of the completion of the quarter.

#### **VIII. Service Area & Deployment:**

The Service Area(s), shown in **Exhibit A** shall be made available to an Operator via the Ride Report or similar data dashboard. No Equipment shall be deployed or otherwise available to Users outside of the Service Area(s). Any area within the Program Area but outside the Service Area(s) shall be treated as a No Operating Zone. The Service Area(s) may be amended or updated at the sole discretion of the City, with written notice provided to the Operator and/or an update on the Ride Report or similar dashboard.

Except in those areas specifically excluded as Mandatory Parking Zones, Equipment may be deployed or parked outside the traveled portion of the public right-of-way or on public property so long as it does not obstruct or impede normal and reasonable pedestrian access on a sidewalk or vehicle operation in the roadway. Equipment shall only be deployed or parked on a sidewalk or other paved surface, where available, or another firm surface, otherwise.

The Operator may negotiate with private property owners to establish virtual or physical Corrals where Equipment may be parked or deployed on private property with permission from the property owner. If an Operator chooses to establish virtual Corrals or preferred deployment locations, including on private property, the Operator agrees to share a map of these locations with the City upon request or upon any significant changes.

At peak deployment, an Operator shall have no fewer than 100 (one hundred) devices available to Users.

The Operator shall be responsible for ensuring any damaged, non-functional, or unavailable Equipment is removed from the public right-of-way or from any other parking/staging area within 72 (seventy-two) hours, or sooner, if a Complaint is received. The Operator shall additionally be responsible for making the highest effort feasible to ensure any downed Equipment is restored to an upright position within 72 (seventy-two) hours, or sooner, if a Complaint is received.

The City may, at its sole discretion, reduce the above time windows to 48 (forty-eight) hours at its sole discretion, with written notice to the Operator.

Status changes which are unlikely to have restored the functionality, availability, or upright position of Equipment, such as those triggered by a User reserving Equipment, shall not reset the 72-hour countdown.

#### **IX. Geofencing & Zones:**

Equipment shall only be deployed, rented, parked, or ridden within the Service Area(s) consistent with Mandatory Parking Zones, No Operating Zones, and Low-speed Zones, including temporary Geofencing requirements for special events. Further, geofencing shall

be capable of limiting the speeds at which Equipment will provide motor assistance within areas designated as Low-speed Zones or No Operating Zones, including temporary Geofencing requirements for special events as identified by the City.

No policy changes are imposed in Priority Areas. The City reserves the right to reevaluate the benefit of offering discounts for trips starting or for trips ending with Priority Areas or of requiring deployment minimums within Priority Areas. In the case that a policy change regarding Priority Areas comprises an undue burden on the Operator, the Operator and City may agree to waive or reduce some or all Revenue Sharing on affected rides.

#### **X. Mandatory Parking Zones:**

Mandatory Parking Zones (MPZs) are established as the following:

- City Core as identified in **Exhibit B** is an MPZ. The MPZ boundaries shall encompass both sides of Orchard Avenue on the North, encompass both sides of 23<sup>rd</sup> Street on the east, both sides of Riverside Parkway on the south, exclude both sides of 27 ½ Road on the east, encompass both sides of Santa Clara Avenue on the South, encompass the west and north banks, respectively, of the Gunnison and Colorado Rivers, encompass both sides of Broadway on the northwest, and encompass both sides of 1<sup>st</sup> Street, W. Sherwood Drive, and 3<sup>rd</sup> Street on the west.
- Canyon View Park as identified in **Exhibit C** shall be an MPZ. The MPZ boundaries shall encompass both sides of I-70 on the north, encompass both sides of 24 ½ Road on the east, encompass both sides of Jack Creek Road on the south, encompass the 24 ¼ alignment on the east, encompass both sides of G Road on the south, and exclude both sides of 24 Road on the west.
- Riverfront as identified in **Exhibit D** shall be an MPZ. The MPZ boundaries shall encompass a 100' buffer on each side of the Colorado River and a 20' buffer on each side of the Riverfront Trail (where not already encompassed by the former) and shall span the entire Program Area.
- An MPZ shall be established along the complete boundary of the Service Area, extending no less than 50' into the Service Area.
- An MPZ shall be established with a buffer of no less than 100' along the complete length of I-70 through the Program Area.

On public property within MPZs, Equipment must only be deployed or parked within designated Corrals, as established by the City.

## **XI. Equipment Markings:**

In addition to unique device identification, no information shall be physically displayed on Equipment which conflicts with local laws or standards, such as that sidewalk riding is recommended in some cases, per Grand Junction Municipal Code (GJMC) § 10.14.010(h)(3).

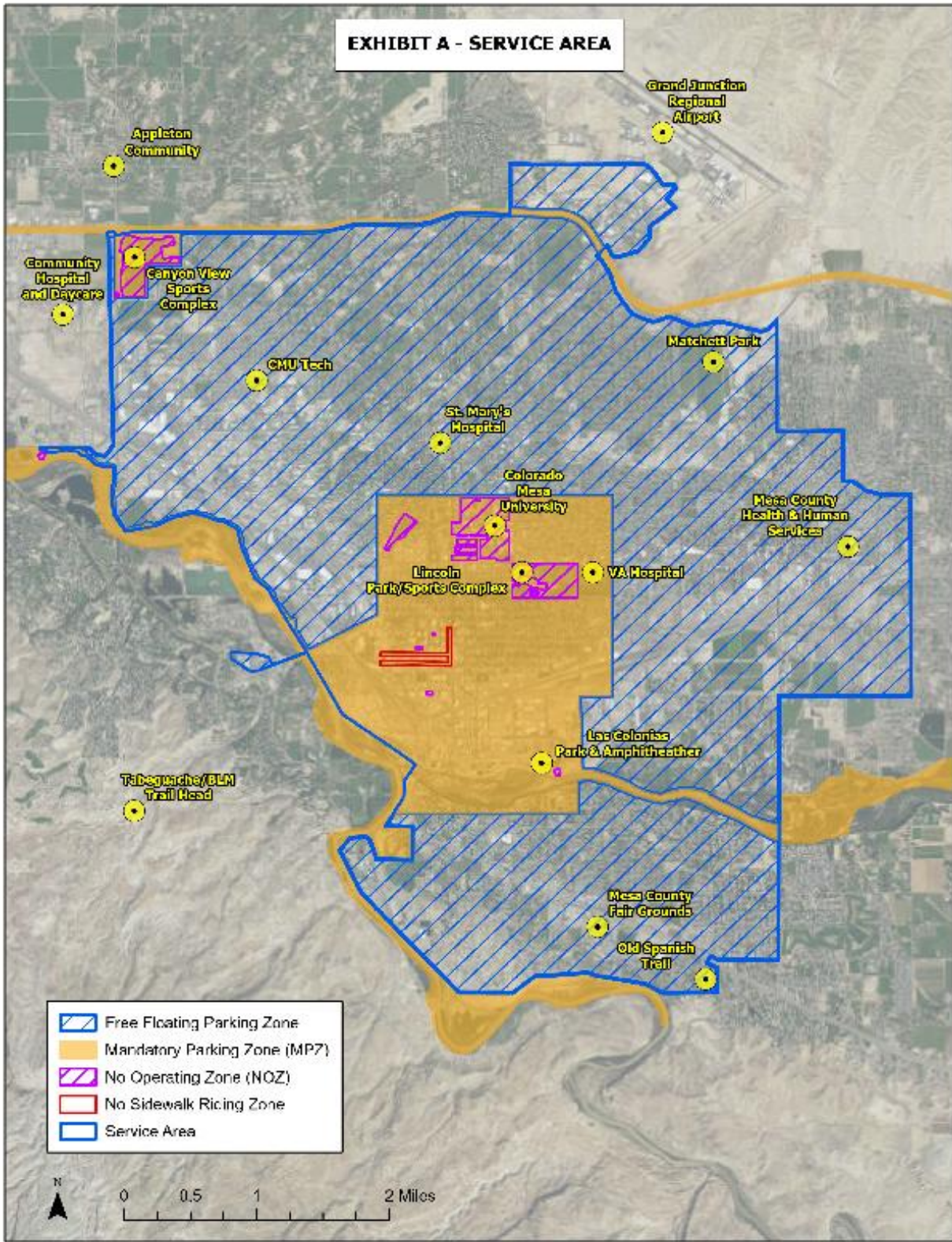
## **XII. Local Riding Guidelines, Parking, & Speeds:**

Prior to allowing a given User to rent, ride, or otherwise use Equipment, an Operator shall present an introduction to Local Riding Guidelines in the form of a brief in-app orientation. Additionally, the Operator shall present such Guidelines to each active User no less frequently than once every calendar year. It is recommended that this presentation occur the first time each User attempts to rent or ride Equipment in each calendar year. The Operator shall share screenshots of the Guidelines to the City whenever substantive changes are made. Each of the following conditions must be met in the Guidelines.

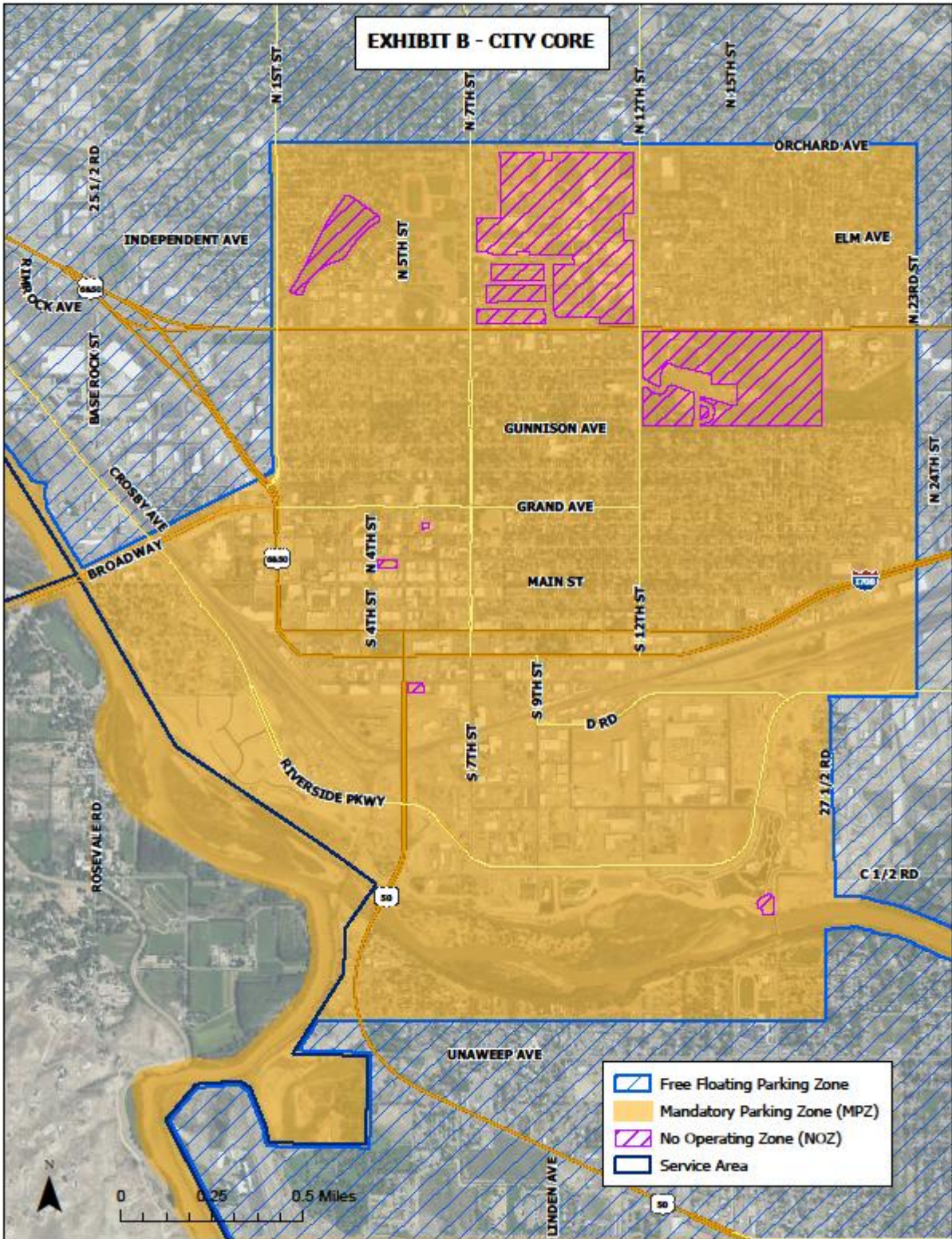
- Guidelines shall convey acceptable parking expectations: (1) that Equipment must be parked upright, within marked Corrals (where applicable), and should be parallel to other Equipment within the parking area; (2) that Equipment must not block curb cuts or driveways, ADA ramps or loading areas, or fire hydrants and must leave a minimum of 4' of sidewalk clear width; and (3) that any hardware issues should be reported to the Operator upon parking.
- Guidelines shall set User expectations for riding within and across different zones, including at key destinations such as Colorado Mesa University and Lincoln Park.
- Unless Equipment is comprehensively limited to cease motor assistance at any speed greater than fifteen miles per hour (15 mph) within the Service Area, Guidelines shall convey that no user shall ride Equipment in excess of fifteen miles per hour (15 mph) when riding on a multiuse path (GJMC §10.14.010 (h)).
- Unless Equipment is comprehensively limited to cease motor assistance at any speed greater than six miles per hour (6 mph) within the Service Area, Guidelines shall convey that no user shall ride Equipment in excess of six miles per hour (6 mph) when riding on a sidewalk, where sidewalk riding is allowed (GJMC §10.14.010 (h)).
- Guidelines shall convey that the preferred or recommended riding location is upon a bicycle facility (e.g., bike lane, cycletrack, multiuse path, etc.).
- Guidelines shall convey that sidewalk riding is prohibited on Main Street, Colorado Avenue, and on 7<sup>th</sup> Street downtown.
- Guidelines shall convey that where the posted speed limit is more than 35 miles per hour and there is no designated bike lane, Equipment shall be operated on a sidewalk, if available (GJMC §10.14.010 (h)).
- Guidelines shall convey that there may be an obligation from Users to park in designated areas in some parts of the Service Area (i.e., Mandatory Parking Zones).
- Guidelines must not convey an obligation or expectation that Equipment be ridden off sidewalks, nor any other restriction which presents a potential conflict with local or state law.
- Guidelines may include other User tips, optionally including, but not limited to, presentation of Grand Junction's Wayfinding routes, helmet use, age restrictions, etc. at the discretion of the Operator.

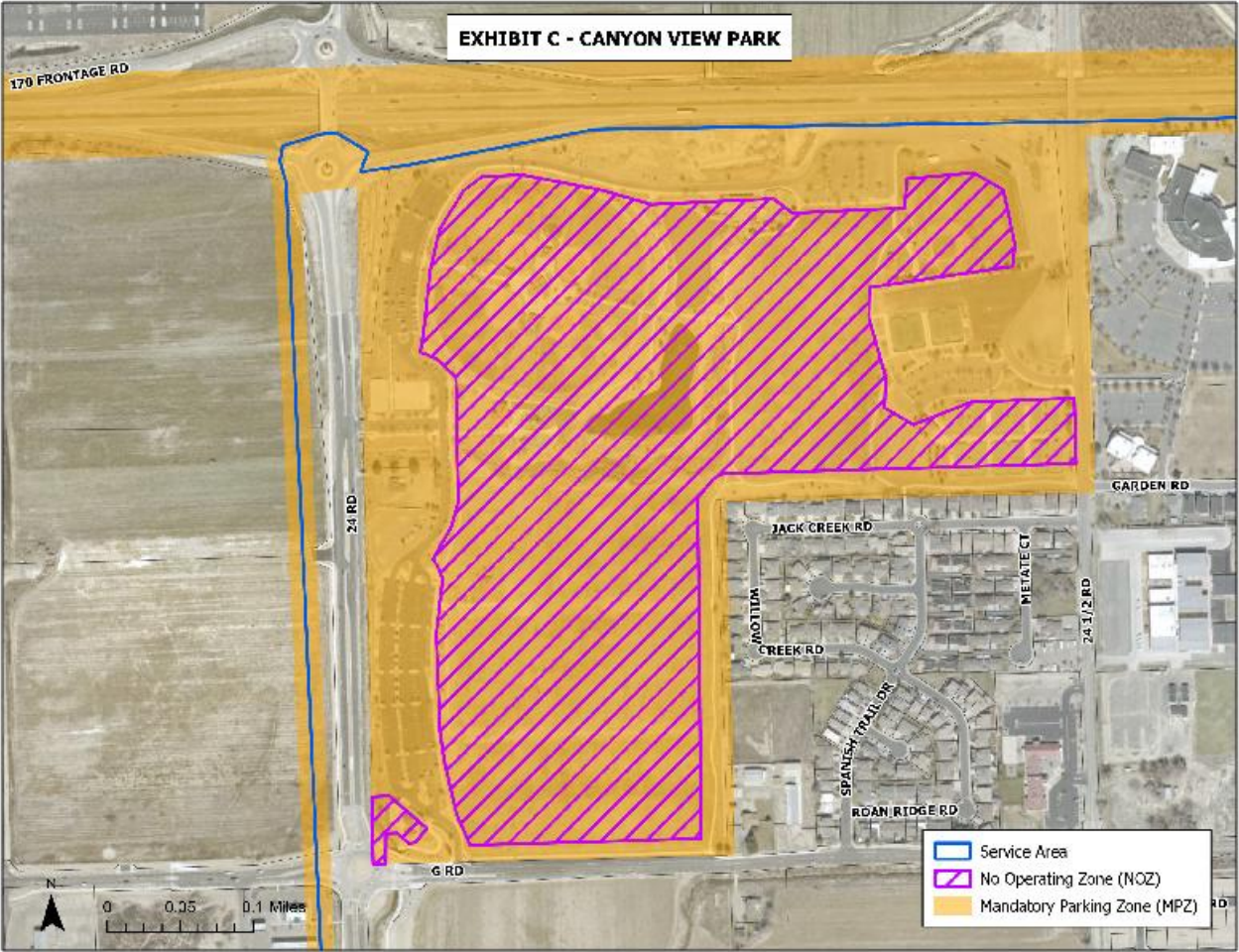
A combination of Geofencing; City-led signage and education campaigns; Operator-led community outreach; and directed information from the Operator (e.g., Local Riding Guidelines introduction, in-app messaging) shall be used to encourage compliant User behavior. The Operator may choose to implement Program-wide thresholds over which Equipment will no longer provide motor assistance.

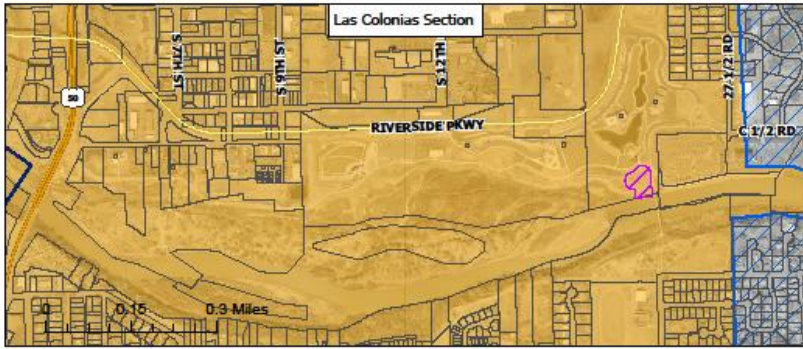
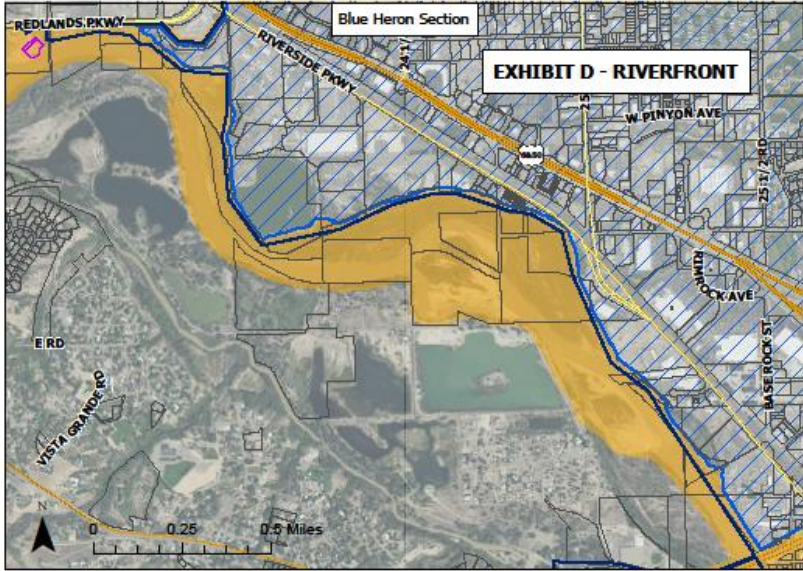
EXHIBIT A - SERVICE AREA



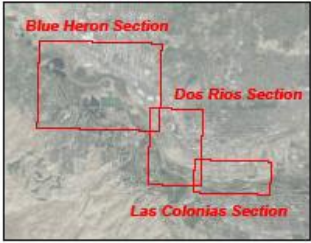







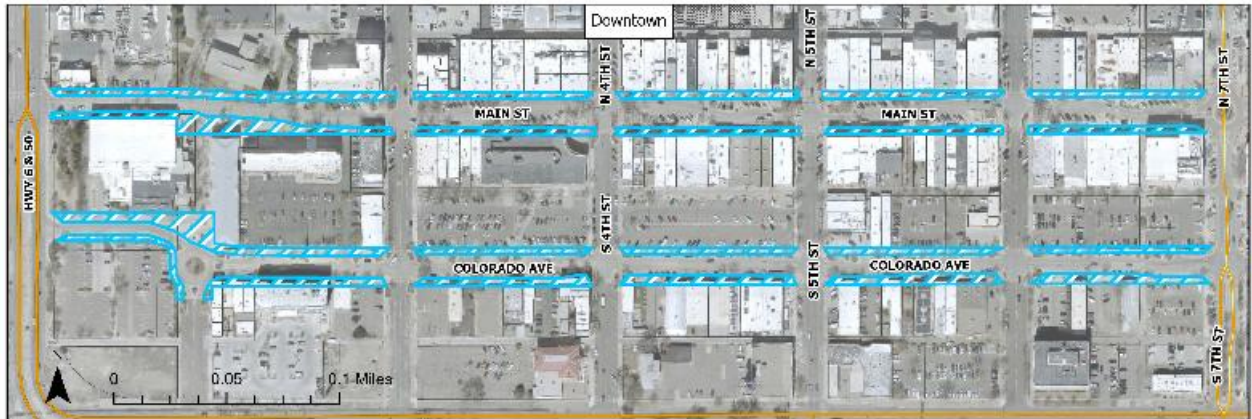
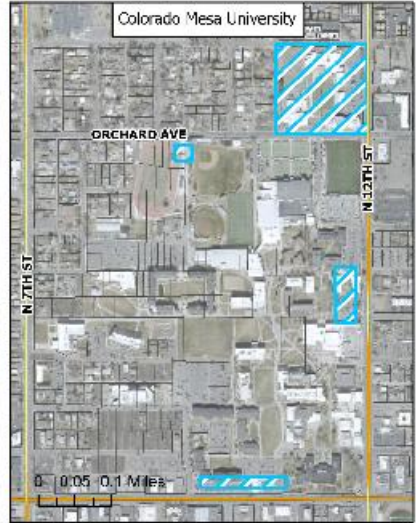


- Free Floating Parking Zone
- Mandatory Parking Zone (MPZ)
- Service Area
- Riverfront Trail
- No Operating Zone (NOZ)



**EXHIBIT E - LOW SPEED ZONES**

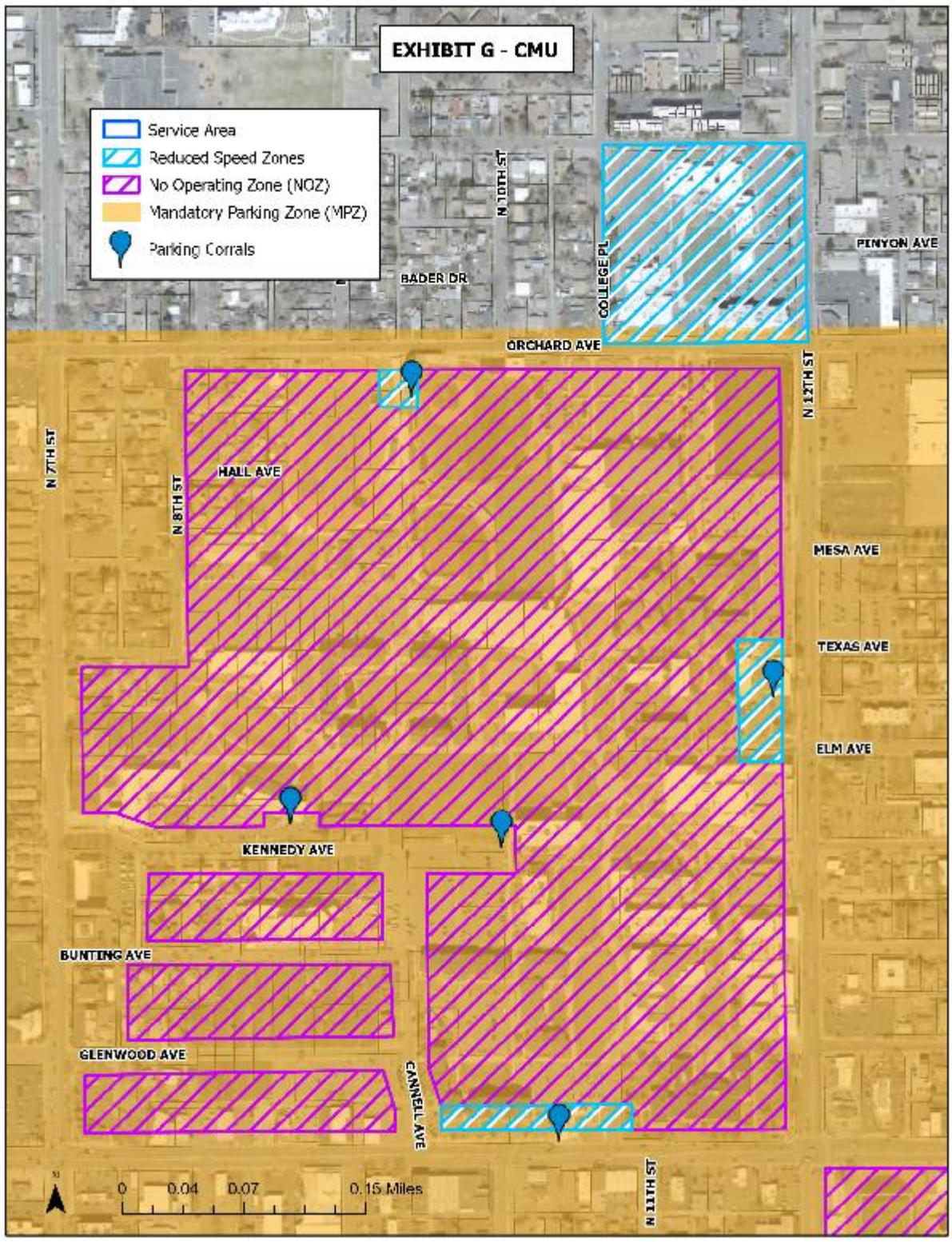
 Reduced Speed Zones





# EXHIBIT G - CMU

- Service Area
- Reduced Speed Zones
- No Operating Zone (NOZ)
- Mandatory Parking Zone (MPZ)
- Parking Corrals



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

**AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE TO BY THE AMENDMENT OF TITLE 10 REGARDING SHARED MOBILITY DEVICES AND TO CREATE A PROGRAM AND PROCESS FOR SHARED MOBILITY TO BE PROVIDED IN THE CITY**

**RECITALS:**

In 2022 the City engaged in a pilot project to deploy for public use shared micromobility devices known as E-scooters. Shared micromobility consists of transportation services and resources (e.g., vehicles, parking infrastructure, etc.) used by an individual on a temporary basis for a fee, and that are shared among multiple users. Shared micromobility has the potential to expand mobility choice for routine or special short-distance trips. Through the pilot project the City found that E-scooters have offered benefits and mobility options to the users.

By and with this Ordinance the Grand Junction Municipal Code (GJMC) is amended to provide a process by which micromobility equipment may be deployed in the City.

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

The foregoing Recitals are incorporated herein, and the City Manager is authorized to implement the program and process regarding shared micromobility together with Title 10 of the GJMC being amended as follows with additions shown with underlined text bold print and deletions are shown with ~~strike-through~~. To the extent necessary or required the current sections of the GJMC are repealed and replaced as shown on the attached marked and unmarked drafts.

CHAPTER 10.14

**Shared Micromobility ~~Devices~~**

**§ 10.14.010. Operation of shared micromobility equipment. devices**

(a) **Definitions.**

As used in this ~~C~~chapter, the following shall apply and mean as follows:

Adaptive Vehicle refers to Equipment designed to accommodate a User(s) with mobility impairments, such as Equipment with some combination of seated, larger wheelbase, 3 or more wheels, hand-propelled, etc., classified as such with approval from the City.

Complaints refer to any issue(s) reported by Users, the City, or the member(s) of the ~~general~~ public. A Complaint may be made to an Operator via telephone,

email, website, social media, or other medium monitored by the Operator on a daily basis.

Corral – see Dedicated Parking Corral.

Dedicated Parking Corral(s) (“Corral(s)”) refer to specific locations within or surrounding Mandatory Parking Zones where a User may park the rented device and end their ride.

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

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

Equipment – see Shared Micromobility Equipment.

Fleet refers collectively to Docked Equipment, Dockless Equipment and/or Micromobility Equipment owned and managed by the Operator is, lawfully deployed within the Program Area, and available for public use.

Fleet Cap refers to a limit on the number of devices comprising a Fleet and available to Users from the Operator.

Guidelines – see Local Riding Guidelines.

Local Riding Guidelines (“Guidelines”) refer to the rules and expectations which Operators must introduce to Users prior to using any device, either upon each rental, at periodic frequency, or upon account creation.

Operator refers to a person or entity authorized by the City to own and operate a ~~shared micromobility fleet~~ Fleet and service, integrating on-board technology allowing a user/User to utilize/rent or borrow either any Equipment from the Operator’s Fleet ~~docked or dockless devices~~ remotely in designated rights-of-way. The term includes any employee, agent or independent contractor hired by the operator/Operator.

Permit refers to a lawful approval and license from the City to an Operator to own and operate a Fleet pursuant to Grand Junction Municipal Code, Program Criteria, and the requirements of the Permit.

Pilot means a preliminary study governed by a pilot agreement and conducted to evaluate factors related to the operation of shared micromobility in the City that include but are not limited to feasibility, duration, cost and adverse events, and



improve upon study design prior to establishing a permanent permitting or licensing system.

Program Area refers to the geographical area encompassed by the City's Urban Development Boundary and nearby parts of unincorporated Mesa County.

Service Area(s) refers to geographical region(s) in which the operator is permitted to deploy a Fleet and in which Users may ride the same.

Shared micromobility Micromobility means a transportation option providing Equipment either dockless or docked devices for short term rental for point-to-point trips among multiple users Users where those e-devices are intended to remain in the public right-of-way, even when not being rented/used by a user User; that are part of a shared fleet Fleet; and that uses smart-phone applications ("apps") to locate, reserve, check out, and process payment for the use of the same. ese devices.

Shared micromobility device (device) Micromobility Equipment ("Equipment") means any lightweight, low-powered or human powered vehicular unit, including various classes of vehicles, such as bicycles, electrical assisted bicycles, seated electric scooters, or standing electric scooters; either dockless or docked, including Adaptive Devices, that is part of a shared f Fleet permitted to and lawfully operating in the City.

User is any person that uses, rents, or rides a docked Docked Equipment, or dockless device a Dockless Equipment, and/or a Micromobility Equipment and/or is a customer of an the shared micromobility operator Operator.

**(b) Shared Micromobility Operator Requirements.**

- (1) The City Manager shall develop a shared micromobility operator pilot criterion, Shared Micromobility Operator Program eCriteria and application process (Program), and pilot requirements and define the period of performance to operate within the City's right-of-way.
- (2) The City Manager is authorized to review and approve operator's an Operator's deployment plans for qualified operator Operator(s) who submit applications to participate in a the pilot Program within the City.
- (3) The City Manager shall promulgate additional regulations governing S shared M micromobility, which at a minimum requires operators an Operator(s) to provide device Equipment with Device lights and reflectors as minimum safety features, (such as lights and reflectors), follow established parking rules, meet operating and customer service performance standards, and perform data collection and reporting to the City that monitors performance and effectiveness of the pilot. Safety communication materials and application

features must be preapproved by the City prior to launching service. Users must be informed and educated on Local Riding Guidelines consistent with the published Program Criteria.

- (4) The City Manager shall set requirements for operators to remove ~~Equipment shared micromobility devices~~ that ~~is~~ ~~are~~ parked ~~improperly and/or in~~ inappropriately ~~in an inappropriate~~ area(s), rebalance the ~~deployment of the devices~~ Fleet, Devices, and ~~any other similar~~ operator obligations and responsibilities ~~established by law or regulation~~.
- (5) Operators are required to provide proof of insurance of the types and at the levels determined by the ~~City Program, City, together with~~ indemnification, surety bonds, and cost recovery fees.
- (6) A ~~pilot~~ Permit shall be subject to termination ~~or Fleet Cap penalties~~ for noncompliance, ~~for~~, including but not limited to, ~~any~~ operation(s) that in the City's discretion constitute a nuisance, dangerous condition(s), ~~and/-~~ or for repeated violation(s) ~~by the Operator and/or Users of the Operators Equipment~~.
- (7) The City Manager shall establish a process to determine well-planned, designated locations for ~~dedicated parking spaces~~ Dedicated Parking Corrals for ~~shared micromobility devices~~ ~~Equipment Shared Micromobility Devices~~ in the City's ~~right~~ rights-of-way.
- (8) The ~~pilot~~ Permit is only valid for operations within designated City rights-of-way ~~within the~~ ~~inside the~~ Service Area(s) as defined by the Program Criteria. An ~~operator~~ Operator shall not ~~otherwise~~ restrict use of its ~~F~~ fleet within certain geographical areas of the City unless approved by the City. Permission to operate ~~devices~~ Equipment outside the public right-of-way shall require advanced written permission ~~offrom~~ the property owner(s). Operators shall have a means of communicating to the ~~user or customer~~ User when ~~any~~ ~~Equipment~~ ~~the device~~ has been operated in non-permitted areas. The communication to the ~~user~~ User shall be sent electronically at the conclusion of the trip.

(c) **Identification of Equipment Devices.**

- (1) ~~Each d~~ ~~Devices~~ ~~in the Fleet/all Equipment is~~ ~~are~~ required to be individually numbered by the ~~operator~~ Operator.
- (2) ~~All Equipment is~~ ~~Devices are~~ required to use a unique identifier sticker/placard that is clearly visible to the ~~user~~ User and the City. Such identifier must:
  - (i) Be affixed to the ~~vehicle stem~~ Equipment Device;
  - (ii) Be at least two inches high;

- (iii) Include that ~~operation~~the particular device is allowed ~~to be operated~~ within the City; and
  - (iv) Include a 24-hour toll-free telephone number ~~and~~, email address ~~so~~, and website, in order for a userUser and/or the public ~~can report issues or make relocation requests to~~ make issue a Complaint(s).
- (3) Operators are required to provide an inventory list of ~~device~~Equipment identification numbers to the City Manager prior to deployment within the City.
- (4) Fleet inventory shall be audited throughout the City-approved period of performance to ensure fleet size requirements are respected.
- (5) Operators are required to update the fleet inventory list monthly and are not allowed to
- deploy ~~a device~~Equipment whose identification number is not filed with the City Manager.

(d) **Communications to Users/Customers.**

- ~~(1) An~~Operator shall conspicuously include in the ~~operator's~~Operator's app's information that:
  - ~~(i) Educates users or customers about safe use of the devices that are in the operator's inventory; and~~
  - (1) Informs the users or customers of parking zones to orient Users to Local Riding Guidelines per Program Criteria.

(e) **Use.**

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

(f) **Parking Requirements ~~for Devices~~.**

- ~~(1) Devices~~Within a Mandatory Parking Zone, Equipment shall be deployed and parked within dedicated parking zones which shall be adjacent to the curb in a parking lane of a roadway, and that areDedicated Parking Corral as established and maintained solely at the cost of the operator. ~~Dedicated parking zones shall~~

~~be by the City. Corrals may be differentiated from other uses areas of the parking lane by City's right-of-way via pavement marking, delineators, wheel stops, flexible bollards or other City-approved material(s).~~

- (1) ~~Devices may not be parked on sidewalks, unless there is an on-sidewalk dedicated parking zone that is differentiated from other uses of the sidewalk by pavement markings, delineators, wheel stops, flexible bollards or, and/or other City-approved material(s).~~
- (2) Devices~~Each~~ piece of Equipment shall be upright and parallel to others, if any, when parked or deployed.
- (~~2~~)3 Each piece of Equipment shall be prohibited from blocking curb cuts, driveways, or ADA areas; marked parking or loading areas (unless designated as a Corral); fire hydrants, utility boxes, street furniture (e.g., benches, trash and recycling receptacles, or parking meters); and business or residential entryways; and must leave a minimum of 4' of sidewalk clear width when parked or deployed.
- (~~3~~)4 Operators shall inform users~~Users~~ on proper parking of Equipment~~devices~~.
- (~~4~~)5 Dedicated parking zones~~Parking Corrals~~ shall not impede access to utilities, or access from the street to the sidewalk.
- (~~5~~)6 The City Manager reserves the right to reduce an Operator's Fleet Cap~~the number of devices allowed to operate in the City~~ and/or revoke the operator's~~Operator's~~ ability to operate as provided in the Program/this ordinance/any rule or regulation promulgated by the City. ~~, if such devices are found to be consistently parked improperly.~~
- (~~6~~)7 To maintain parking compliance, an operators~~Operator~~ shall:
  - (i) Provide a single point-of-contact (telephone number and email address) customer service line, available 24 hours and answerable by ~~the local~~ representative of the operator~~Operator with awareness of the local program~~, for ~~complaints~~Complaints regarding improper parking or other concerns;
  - (i) List the contact information clearly on ~~each~~all Equipment device along with a unique identifying number as described in subsection (c) of this section;
  - (ii) ~~Resolve complaints~~Respond to Complaints within ~~one hour Monday through Friday, 7~~two hours, seven days per week, 9:00 a.m. to 6:00 p.m., and within four hours ~~on Saturdays and Sundays and after~~outside of the weekday hours listed herein;

- (iii) Assign a unique complaint number for each issue to ~~both the City and the~~ person who reported the issue;
- (iv) When a complaint is closed provide a response to the ~~City and the~~ person who reported the issue; ~~and~~
- (v) Provide sufficient operations and maintenance staff to address issues and remove improperly parked vehicles.; and
- (vi) Provide the City with a summary of all complaints and resolution actions as described in the Program Criteria.

(g) **Operating Areas of Operations for Devices.**

- (1) Equipment may only be deployed and operated within the Service Area(s) as defined by the Program Criteria.
- ~~(1)~~(2) Equipment~~Devices~~ may be operated in a designated bicycle lane if one is present, or in a vehicle travel lane except for circumstances described below and elsewhere in Chapter 10.04 GJMC.
- ~~(2)~~(3) Equipment~~Devices~~ may be used on City sidewalks unless otherwise posted to the contrary.
- ~~(3)~~(4) Equipment~~Devices~~ may be used in City parks or trails owned or maintained by the City ~~unless otherwise posted to the contrary~~except as identified in the Program Criteria.

(h) **Speed Limits for Users of Devices.**

- (1) No ~~user~~User shall ride ~~any Equipment~~a device in excess of 15 miles per hour when riding on a multiuse path.
- (2) No ~~user~~User shall ride ~~any Equipment~~a device in excess of a speed of six miles per hour when riding on a sidewalk.
- (3) Where the posted speed limit is more than 35 miles per hour or more and there is no designated bike lane, ~~the a device~~User shall ~~be operated~~ Equipment on a sidewalk, if available.
- (4) Speed limits shall otherwise be managed as described in the Program Criteria.

(i) **Safety.**

A ~~user~~User of ~~any Equipment~~a device in any public place within the City shall use the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and prudent under the conditions existing at the place and time of operation, taking into account any posted speed limits, the amount and character

of pedestrian traffic, grade and width of path, trail or right- of-way and condition of the surface therefor.

(j) **Advertising.**

(1) Operators shall not display third-party advertising on ~~vehicles~~Equipment, docking stations, or ~~parking zones~~Corrals without express approval from the City Manager.

(2) If approved by the City Manager, any such advertisement will be limited to exclude any reference to gambling, drugs or alcohol, any political statements or endorsements, any adult themes or explicit content, any religious themes, or any other advertising containing sensitive or offensive material as determined by the City Manager. The approval of any advertisement shall not constitute an implied or explicit endorsement by the City.

(3) Fees or revenue splitting may be considered as a part of any advertising consideration.

(k) **Privacy.**

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

(l) **EquipmentDevice Maintenance.**

Operator shall remove any inoperable ~~device and/or unsafe any device~~Device ~~that is not safe to operate as immediately~~ Equipment as soon as possible but no later than 124 hours after notification. Failure to do so may result in the revocation of the City's consent/authority to operate in the City.

(m) **Data Sharing.**

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

- ~~(1) Utilization rates.~~
- ~~(2) Total downloads, active users, and repeat user information.~~
- ~~(3) Total trips by day of week and time of day.~~
- ~~(4) Origin and destination information for all trips.~~
- ~~(5) Trips per device.~~
- ~~(6) Average trip distance.~~

- ~~(7) Trips originating in or destined for designated opportunity areas.~~
- ~~(8) Parking compliance at designated zones and at transit and bus stops.~~
- ~~(9) Incidents of theft and/or vandalism.~~
- ~~(10) Complaints.~~
- ~~(11) Number of users participating in discount programs disaggregated by program type (low income, students, etc.).~~
- ~~(12) Accident/crash information.~~
- ~~(13) Payment method information.~~

~~Complete data sharing requirements will be provided to approved operators. Operators via a micromobility dashboard. Data shall comply be compliant with all data sharing requirements to remain in good standing industry standards, as identified in Program Criteria. Failure to comply will may result in termination of the pilot agreement Permit.~~

**(n) Indemnification.**

Operators shall defend, indemnify, and hold harmless the City, its agents and employees, for, from and against all liabilities, claims, judgments, suits or demands for damages to person(s) and/or property arising out of, resulting from, or relating to the services performed under the ~~pilot~~Permit, unless such claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the permitted ~~operator~~Operator or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

The Operator shall not be obligated to indemnify the Owner for claims related to the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Owner.

The aforementioned indemnification obligation is not limited by the Colorado Governmental Immunity Act.

## CHAPTER 10.14

### Shared Micromobility

#### § 10.14.010. Operation of shared micromobility equipment.

##### (a) Definitions.

As used in this Chapter, the following shall apply and mean as follows:

Adaptive Vehicle refers to Equipment designed to accommodate a User(s) with mobility impairments, such as Equipment with some combination of seated, larger wheelbase, 3 or more wheels, hand-propelled, etc., classified as such with approval from the City.

Complaints refer to any issue(s) reported by Users, the City, or the member(s) of the public. A Complaint may be made to an Operator via telephone, email, website, social media, or other medium monitored by the Operator on a daily basis.

Corral – see Dedicated Parking Corral.

Dedicated Parking Corral(s) (“Corral(s)”) refer to specific locations within or surrounding Mandatory Parking Zones where a User may park the rented device and end their ride.

Docked Equipment consists of Equipment such as a bicycle, electrical assisted bicycle, electric scooter, or other City-approved vehicle that may only be rented from an automated “docking station” or “docks” and must be returned at the same station or another station belonging to the same system.

Dockless Equipment consists of Equipment such as a bicycle, electric scooter, electrical assisted bicycle or other City-approved vehicle that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.

Equipment – see Shared Micromobility Equipment.

Fleet refers collectively to Docked Equipment, Dockless Equipment and/or Micromobility Equipment owned and managed by the Operator, lawfully deployed within the Program Area, and available for public use.

Fleet Cap refers to a limit on the number of devices comprising a Fleet and available to Users from the Operator.

Guidelines – see Local Riding Guidelines.

Local Riding Guidelines (“Guidelines”) refer to the rules and expectations which Operators must introduce to Users prior to using any device, either upon each rental, at periodic frequency, or upon account creation.



Operator refers to a person or entity authorized by the City to own and operate a Fleet integrating on-board technology allowing a User to rent or borrow any Equipment from the Operator's Fleet remotely in designated rights-of-way. The term includes any employee, agent or independent contractor hired by the Operator.

Permit refers to a lawful approval and license from the City to an Operator to own and operate a Fleet pursuant to Grand Junction Municipal Code, Program Criteria, and the requirements of the Permit.

Program Area refers to the geographical area encompassed by the City's Urban Development Boundary and nearby parts of unincorporated Mesa County.

Service Area(s) refers to geographical region(s) in which the operator is permitted to deploy a Fleet and in which Users may ride the same.

Shared Micromobility means a transportation option providing Equipment for short term rental for point-to-point trips among multiple Users where those are intended to remain in the public right-of-way, even when not being rented/used by a User; that are part of a shared Fleet; and that uses smart-phone applications ("apps") to locate, reserve, check out, and process payment for the use of the same.

Shared Micromobility Equipment ("Equipment") means any lightweight, low-powered or human powered vehicular unit, including various classes of vehicles, such as bicycles, electrical assisted bicycles, seated electric scooters, or standing electric scooters; either dockless or docked, including Adaptive Devices, that is part of a Fleet permitted to and lawfully operating in the City.

User is any person that uses, rents, or rides Docked Equipment, Dockless Equipment, and/or any form of Shared Micromobility Equipment and/or is a customer of an Operator.

(b) Shared Micromobility Operator Requirements.

(1) The City Manager shall develop a Shared Micromobility Operator Program Criteria and application process (Program) and define the period of performance to operate within the City's right-of-way.

(2) The City Manager is authorized to review and approve an Operator's deployment plans for qualified Operator(s) who submit applications to participate in a Program within the City.

(3) The City Manager shall promulgate additional regulations governing Shared Micromobility, which at a minimum requires an Operator(s) to provide Equipment with lights and reflectors as minimum safety features, follow established parking rules, meet operating and customer service and performance standards, and perform data collection and reporting to the City that

monitors performance and effectiveness of the service. Users must be informed and educated on Local Riding Guidelines consistent with the published Program Criteria.

(4) The City Manager shall set requirements for Operators to remove Equipment that is parked improperly and/or inappropriately/in an inappropriate area(s), rebalance the deployment of the Fleet, and any other Operator obligations and responsibilities established by law or regulation.

(5) Operators are required to provide proof of insurance of the types and at the levels determined by the City Program, together with indemnification, surety bonds, and cost recovery fees.

(6) A Permit shall be subject to termination or Fleet Cap penalties for noncompliance, for, including but not limited to, any operation(s) that in the City's discretion constitute a nuisance, dangerous condition(s), and/or for repeated violation(s) by the Operator and/or Users of the Operators Equipment.

(7) The City Manager shall establish a process to determine well-planned, designated locations for Dedicated Parking Corrals for Equipment in the City's rights-of-way.

(8) The Permit is only valid for operations within designated City rights-of-way within the Service Area(s) as defined by the Program Criteria. An Operator shall not otherwise restrict use of its Fleet within certain geographical areas of the City unless approved by the City. Permission to operate Equipment outside the public right-of-way shall require advanced written permission from the property owner(s). Operators shall have a means of communicating to the User when any Equipment has been operated in non-permitted areas. The communication to the User shall be sent electronically at the conclusion of the trip.

(c) Identification of Equipment.

(1) Each device in the Fleet/all Equipment is required to be individually numbered by the Operator.

(2) All Equipment is required to use a unique identifier sticker/placard that is clearly visible to the User and the City. Such identifier must:

(i) Be affixed to the Equipment;

(ii) Be at least two inches high;

(iii) Include that operation is allowed within the City; and

(iv) Include a 24-hour toll-free telephone number, email address, and website, in order for a User and/or the public to make a Complaint(s).

(3) Operators are required to provide an inventory list of Equipment identification numbers to the City Manager prior to deployment within the City.

(4) Fleet inventory shall be audited throughout the City-approved period of performance to ensure fleet size requirements are respected.

(5) Operators are required to update the fleet inventory list monthly and are not allowed to

deploy Equipment whose identification number is not filed with the City Manager.

(d) Communications to Users/Customers.

(1) An Operator shall conspicuously include in the Operator's app's information to orient Users to Local Riding Guidelines per Program Criteria.

(e) Use.

(1) Every User shall have all the rights and duties applicable to a rider of the same type of vehicle not included in a shared fleet system under this code, except as to special regulations in this chapter and except as to those provisions in which by their nature can have application.

(2) No Equipment shall be used to carry more persons at any time than the number for which it is designed and equipped.

(f) Parking Requirements.

(1) Within a Mandatory Parking Zone, Equipment shall be deployed and parked within a Dedicated Parking Corral as established by the City. Corrals may be differentiated from other areas of the City's right-of-way via pavement marking, delineators, wheel stops, flexible bollards, and/or other City-approved material(s).

(2) Each piece of Equipment shall be upright and parallel to others, if any, when parked or deployed.

(3) Each piece of Equipment shall be prohibited from blocking curb cuts, driveways, or ADA areas; marked parking or loading areas (unless designated as a Corral); fire hydrants, utility boxes, street furniture (e.g., benches, trash and recycling receptacles, or parking meters); and business or residential entryways; and must leave a minimum of 4' of sidewalk clear width when parked or deployed.

(4) Operators shall inform Users of proper parking of Equipment.

(5) Dedicated Parking Corrals shall not impede access to utilities, or access from the street to the sidewalk.

- (6) The City Manager reserves the right to reduce an Operator's Fleet Cap and/or revoke the Operator's ability to operate as provided in the Program/this ordinance/any rule or regulation promulgated by the City.
- (7) To maintain parking compliance, an Operator shall:
- (i) Provide a single point-of-contact (telephone number and email address) customer service line, available 24 hours and answerable by a representative of the Operator with awareness of the local program, for Complaints regarding improper parking or other concerns;
  - (i) List the contact information clearly on all Equipment along with a unique identifying number as described in subsection (c) of this section;
  - (ii) Respond to Complaints within two hours, seven days per week, 9:00 a.m. to 5:00 p.m., and within four hours outside of the hours listed herein;
  - (iii) Assign a unique complaint number for each issue to the person who reported the issue;
  - (iv) When a complaint is closed provide a response to the person who reported the issue;
  - (v) Provide sufficient operations and maintenance staff to address issues and remove improperly parked vehicles; and
  - (vi) Provide the City with a summary of all complaints and resolution actions as described in the Program Criteria.
- (g) Operating Areas.
- (1) Equipment may only be deployed and operated within the Service Area(s) as defined by the Program Criteria.
  - (2) Equipment may be operated in a designated bicycle lane if one is present, or in a vehicle travel lane except for circumstances described below and elsewhere in Chapter 10.04 GJMC.
  - (3) Equipment may be used on City sidewalks unless otherwise posted to the contrary.
  - (4) Equipment may be used in City parks or trails owned or maintained by the City except as identified in the Program Criteria.
- (h) Speed Limits.
- (1) No User shall ride any Equipment in excess of 15 miles per hour when riding on a multiuse path.

(2) No User shall ride any Equipment in excess of a speed of six miles per hour when riding on a sidewalk.

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

(4) Speed limits shall otherwise be managed as described in the Program Criteria.

(i) Safety.

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

(j) Advertising.

(1) Operators shall not display third-party advertising on Equipment, docking stations, or Corrals without express approval from the City Manager.

(2) If approved by the City Manager, any such advertisement will be limited to exclude any reference to gambling, drugs or alcohol, any political statements or endorsements, any adult themes or explicit content, any religious themes, or any other advertising containing sensitive or offensive material as determined by the City Manager. The approval of any advertisement shall not constitute an implied or explicit endorsement by the City.

(3) Fees or revenue splitting may be considered as a part of any advertising consideration.

(k) Privacy.

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

(l) Equipment Maintenance.

Operator shall remove any inoperable and/or unsafe Equipment as soon as possible but no later than 12 hours after notification. Failure to do so may result in the revocation of the City's consent/authority to operate in the City.

(m) Data Sharing.

Each Operator shall be responsible for providing anonymized data collected to the City via a micromobility dashboard. Data shall be compliant with industry standards, as identified in Program Criteria. Failure to comply may result in termination of the Permit.

(n) Indemnification.

Operators shall defend, indemnify, and hold harmless the City, its agents and employees, for, from and against all liabilities, claims, judgments, suits or demands for damages to a person(s) and/or or property arising out of, resulting from, or relating to the services performed under the Permit, unless such claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the permitted Operator or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

The Operator shall not be obligated to indemnify the Owner for claims related to the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Owner.

The aforementioned indemnification obligation is not limited by the Colorado Governmental Immunity Act.

Introduced on first reading this 5th day of February 2025 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_ day of \_\_\_\_ 2025 and ordered published in pamphlet form.

\_\_\_\_\_  
Abram Herman  
President of the City Council

ATTEST

\_\_\_\_\_  
Selestina Sandoval  
City Clerk



**Grand Junction City Council**

**Regular Session**

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

---

**Meeting Date:** February 5, 2025

**Presented By:** City Council

**Department:** City Attorney

**Submitted By:** John Shaver

---

**Information**

**SUBJECT:**

Introduction of an Ordinance Setting the City Attorney's Salary and Setting a Public Hearing for February 19, 2025

**RECOMMENDATION:**

Council consideration and introduction of the Ordinance on first reading, passage for publication in pamphlet form, and setting a hearing for February 1, 2025.

**EXECUTIVE SUMMARY:**

At the request of the City Council, the Human Resources Department completed a market analysis to assist in establishing the recommended wage for the City Attorney. This Ordinance sets the compensation of City Attorney John Shaver at \$118.75 per hour (for an assumed 2080 hours for an annual salary of \$247,000) to compensate him for his service to the City of Grand Junction, and if approved the compensation increase will begin and be effective with 2025 Pay Period 1 with all other terms of employment and benefits being unchanged from 2023 and Ordinance 5240.

**BACKGROUND OR DETAILED INFORMATION:**

On December 4, 2024, the City Council approved Ordinance 5240 appropriating money to defray the expenses of and setting the 2025 budget for the City. Since the adoption of Ordinance 5240, at the request of the City Council, the Human Resources Department completed a market analysis to assist in establishing the recommended wage for the City Attorney.

Ordinance No. 5245 sets the compensation of City Attorney John Shaver at \$118.75 per hour (for an assumed 2080 hours for an annual salary of \$247,000) to compensate him for his service to the City of Grand Junction in accordance with the City Charter and ordinances. Ordinance No. 5245 serves to amend Ordinance 5240 and if approved

the compensation increase will begin and be effective with 2025 Pay Period 1 with all other terms of employment and benefits being unchanged from 2023 and Ordinance 5240.

**FISCAL IMPACT:**

The funds necessary to authorize the salary of the City Attorney are included in the 2025 Adopted Budget.

**SUGGESTED MOTION:**

I move to (adopt and approve on first reading, pass for publication in pamphlet form and set a public hearing on February 19, 2025/not adopt and not approve on first reading, not pass for publication in pamphlet form and not set a public hearing) Ordinance No. 5245, an ordinance amending Ordinance 5240 and setting the City Attorney salary as provided in Ordinance No. 5245.

**Attachments**

- 1. ORD-2025 Salary 20250123



CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE SETTING THE CITY ATTORNEY SALARY

RECITALS.

On December 4, 2024, the City Council approved Ordinance 5240 appropriating money to defray the expenses of and setting the 2025 budget for the City. Since the adoption of Ordinance 5240, at the request of the City Council, the Human Resources Department completed a market analysis to assist in establishing the recommended wage for the City Attorney.

By and with this Ordinance the compensation of City Attorney John Shaver is and shall be set at \$118.75 per hour (for an assumed 2080 hours for an annual salary of \$247,000) to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado.

Furthermore, by and with this Ordinance and the prior appropriation as amended, the City Council increases the compensation of the City Attorney as established in Ordinance 5240 and herein, with the compensation increase beginning and being effective with 2025 Pay Period 1 with all other terms of employment and benefits being unchanged from 2023 and Ordinance 5240.

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

- 1) The foregoing Recitals are incorporated by reference; and,
- 2) Pursuant to GJMC 2.08.015 the City Council does authorize the President of the City Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same upon second reading and final passage by action of the City Council on the date appointed therefor, and further that the adoption hereof shall serve to amend Ordinance 5240 appropriating money to defray the expenses of and setting the 2025 budget for the City all as described and provided herein.

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 5th day of February 2025.

PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this \_\_\_\_<sup>th</sup> day of February 2025

---

Abram Herman  
President of the City Council

Attest:

---

Selestina Sandoval  
City Clerk

DRAFT



**Grand Junction City Council**

**Regular Session**

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

---

**Meeting Date:** February 5, 2025

**Presented By:** John Shaver, City Attorney, Matt Smith, Chief of Police

**Department:** City Attorney

**Submitted By:** John Shaver

---

**Information**

**SUBJECT:**

Introduction of an Ordinance to Extend the Prohibition on the Establishment of any New or Relocation of Existing Gaming Arcades or Gaming Uses within the City of Grand Junction and Setting a Public Hearing for February 19, 2025

**RECOMMENDATION:**

Introduction and first reading of an ordinance to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction and setting a Public Hearing for February 19, 2025.

**EXECUTIVE SUMMARY:**

By and with Ordinance 5199, the City Council adopted a moratorium disallowing the operation of skilled gaming businesses in the City. Since the adoption of that Ordinance, the Grand Junction Police Department (GJPD) has investigated numerous complaints involving several skilled gaming businesses that were engaged, or alleged to be engaged, in illegal activities while the business(es) contended that they were lawful. The GJPD's investigations resulted in many criminal cases being filed with multiple convictions. The criminal process is not complete with certain matters pending trial and/or appeal, and accordingly, this action will serve to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction.

**BACKGROUND OR DETAILED INFORMATION:**

By and with Ordinance 5199, the City Council adopted a moratorium disallowing the operation of skilled gaming businesses in the City. Since adopting that Ordinance, the Grand Junction Police Department (GJPD) has investigated numerous complaints involving several skilled gaming businesses that were engaged, or alleged to be engaged, in illegal activities while the business(es) contended that they were lawful.

The GJPD's investigations resulted in many criminal cases being filed with multiple convictions. The criminal process is incomplete, with certain matters pending trial and/or appeal.

Also, since the adoption of Ordinance 5199, the City Attorney's Office, the Grand Junction Police Department, and the City's Community Development Department have evaluated and are further developing potential regulations concerning licensure and zoning. They are exploring other avenues to address the businesses' impacts on the community, including coordination with the State.

The games typically offered by these businesses are video machines, similar to video slot machines, where the player may win money, cryptocurrency, or other value. Because these businesses operate in a gray area of the law, sometimes known as simulated gambling, they are unregulated and uncontrolled under Colorado law. In Grand Junction, many of the businesses brought problems of increased crime, no public health oversight, and no regulation of the flow of money. Due to the complexity of the problems the businesses create and the fact that mitigation of those problems requires a multidisciplinary approach which is not yet complete, the City Council finds that it is in the best interest of the public health, safety, and welfare of Grand Junction and its people that the moratorium disallowing new skilled gaming businesses be extended as provided for herein.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move (to introduce on first reading and pass for publication in pamphlet/to not introduce on first reading and not pass for publication in pamphlet form) an Ordinance to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction and set a public hearing for February 19, 2025

**Attachments**

1. ORD-Gaming Moratorium Extended 20250203

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. XXXX

3 ENACTING A MORATORIUM WITH FINDINGS, INTENT AND PURPOSE TO EXTEND THE  
4 PROHIBITION ON THE ESTABLISHMENT OF ANY NEW OR RELOCATION OF EXISTING  
5 GAMING ARCADES OR GAMING USES WITHIN THE CITY OF GRAND JUNCTION;  
6 PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL  
7 TERMINATE AT THE EARLIEST OF THE CITY'S ADOPTION OF FURTHER AMENDMENT(S) TO  
8 TITLE 21 AND/OR TITLE 9 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING SKILED  
9 GAMING AND/OR GAMING ARCADES OR THE EXPIRATION OF 365 DAYS FROM THE  
10 EFFECTIVE DATE OF THIS ORDINANCE.

11 RECITALS:

12 By and with Ordinance 5199 the City Council adopted a moratorium disallowing the  
13 operation of skilled gaming businesses in the City. Since the adoption of that  
14 Ordinance the Grand Junction Police Department (GJPD) has investigated numerous  
15 complaints involving a number of skilled gaming businesses that were engaged, or  
16 alleged to be engaged, in illegal activities while the business(es) contended that they  
17 were lawful. The GJPD's investigations resulted in many criminal cases being filed with  
18 multiple convictions. The criminal process is not complete with certain matters pending  
19 trial and/or appeal.

20 Also, since the adoption of Ordinance 5199 the City Attorney's Office, the Grand  
21 Junction Police Department, and the City's Community Development Department  
22 have evaluated and are further developing potential regulations concerning licensure  
23 and zoning together with exploring other avenues to address the impacts of the  
24 businesses, including coordination with the State, on the community.

25 The games typically offered by these businesses are video machines, similar to video  
26 slot machines, where the player may win money, cryptocurrency, or other value.  
27 Because these businesses operate in a gray area of the law, sometimes known as  
28 simulated gambling, they are unregulated and uncontrolled under Colorado law. In  
29 Grand Junction many of the businesses brought problems of increased crime, no public  
30 health oversight, and no regulation of the flow of money. Due to the complexity of the  
31 problems the businesses create and the fact that mitigation of those problems requires  
32 a multi-disciplinary approach which is not yet complete, the City Council finds that it is  
33 in the best interest of the public health, safety and welfare of Grand Junction and its  
34 people that the moratorium disallowing new skilled gaming businesses be extended as  
35 provided for herein.

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

37 1) The Recitals are incorporated herein and in light of the same, and based on  
38 the record of the hearing and adoption of this Ordinance, the City Council  
39 finds that the establishment of any new or relocation of any existing *Gaming*  
40 *Arcade(s)* (aka skilled gaming business) that offer or provide at any location,

41 including a business, residence or private club, that is owned, leased, or  
42 otherwise possessed, in whole or in part, by a person or by that person's  
43 partners, affiliates, subsidiaries, agents, or contractors which features (i) slot  
44 machine(s), (ii) gambling device(s), (iii) simulated gambling device(s), or (iv)  
45 any mechanical, electrical, video, electronic, or other device, contrivance or  
46 machine which after insertion or conveyance of a coin, debit card, credit  
47 card, cash, token or similar object or upon payment of any required  
48 consideration whatsoever by a player, is available to be played or operated,  
49 and which, whether by reason of the skill of the player or application of the  
50 element of chance, or both, may deliver or entitle the player operating the  
51 machine to receive monetary compensation and/or redeemable game  
52 credits, or any other thing of value. This definition expressly includes 'fish  
53 game' 'fish game table' 'fish game gambling table' however denominated  
54 that consists of a tabletop electronic display with one or more stations  
55 featuring buttons, joysticks, or other control(s) that delivers to the player cash,  
56 cash premiums, redeemable game credits or any other thing of value for  
57 successful play, whether the redeemable payout is made from the machine,  
58 another machine, or from an employee of the business) is(are) temporarily  
59 prohibited within the City of Grand Junction, Colorado as provided in this  
60 Ordinance.

61 This definition and prohibition expressly excludes any business location which  
62 features bona fide amusement devices that pay nothing of value, cannot be  
63 adjusted to pay anything of value, provide only unredeemable free games,  
64 or provide only tickets redeemable for nonmonetary prizes consisting of toys  
65 or novelties of nominal value; crane games; BINGO operations, coin-  
66 operated music machines; or any bona fide amusement device authorized  
67 within restaurants by C.R.S. 44-3-103(47).

68  
69 2) In the City's experience as described in the record of the hearing and  
70 adoption of this Ordinance, *Gaming Arcade(s)*/skilled gaming establishments  
71 tend to give rise to blighting and deterioration of the areas in which they are  
72 located. Instances of blight and deterioration include increased property  
73 crimes, drug and other legal and illegal substance(s) being sold and abused  
74 at and/or near the businesses, gambling, and acts of violence.

75  
76 3) In an effort to respond to and otherwise work against blight and deterioration  
77 that the City has found to be associated with *Gaming Arcade(s)* the City  
78 Council finds that it is necessary to preserve the public health, safety, morals,  
79 and general welfare of the residents and businesses of the City to afford  
80 additional time for the current prosecutions and/or appeals to be resolved  
81 and to allow the City staff additional time to evaluate the impact of *Gaming*  
82 *Arcades*, to determine and recommend to City Council whether such uses  
83 are legal and, if so, whether those uses may be appropriately sited within the

84 City with appropriate regulation, whether by buffering, zoning and permitting,  
85 or any other lawful means as to prevent the specific erosion of the character  
86 of affected neighborhoods and the City in general, or whether such uses are  
87 or should be prohibited.  
88

89 4) Imposition of Moratorium. A moratorium period is hereby declared on all new  
90 establishments not in existence and/or the relocation of existing  
91 establishments as of [DATE (THE EFFECTIVE DATE OF THIS ORDINANCE)],  
92 constituting *Gaming Arcade(s)* (aka skilled gaming businesses), Slot  
93 Machine(s), Gambling Device(s) and Simulated Gambling Device(s) (as the  
94 same are defined in GJMC or Colorado law) from the effective date of this  
95 Ordinance, [DATE], for the period of three hundred sixty five (365) days to  
96 [DATE] (inclusive), or until further action of the City Council ending, modifying  
97 or extending this moratorium, whichever occurs first. Such further action shall  
98 be taken accordingly by ordinance of the City Council. No applications  
99 pertaining to sales and use tax, amendments to the official zoning map, site  
100 development, liquor license, sign permit, building permit, any development  
101 permit, or renewal or transfer of any of the aforementioned shall be  
102 accepted for review by the City for the moratorium period as defined herein  
103 and that any violation shall be prosecuted to the fullest extent of the law.  
104

105 Introduced on first reading this 5<sup>th</sup> day of February 2025 and ordered published in  
106 pamphlet form.

107  
108 Adopted on second reading this \_\_\_\_\_ day of February 2025 and ordered published in  
109 pamphlet form.

110  
111 \_\_\_\_\_  
112 Abram Herman  
113 President of the City Council

114  
115 \_\_\_\_\_  
116 Selestina Sandoval  
117 City Clerk

118



## Grand Junction City Council

### Regular Session

Item #3.a.i.

---

**Meeting Date:** February 5, 2025  
**Presented By:** Jodi Welch, Interim Finance Director  
**Department:** Finance  
**Submitted By:** Jodi Welch, Finance Director

---

### Information

#### **SUBJECT:**

An Ordinance for Supplemental Appropriations for Confluence Center of Colorado -  
***Continued to February 19, 2025***

#### **RECOMMENDATION:**

Staff recommends introducing the proposed ordinance making supplemental appropriations to amend the 2025 City of Grand Junction Budget and setting a hearing for February 5, 2025.

#### **EXECUTIVE SUMMARY:**

At the City Council workshop on December 2, 2024, Council expressed support for funding the Confluence Center of Colorado for the acquisition of .8 acres within the RiverFront at Dos Rios as well as payment of development fees related to the project. This action will introduce the supplemental appropriation to provide spending authority of \$299,749. The acquisition and project is pending plat finalization for the lot, once that is completed, the date of the public hearing will be set.

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

The Confluence Center of Colorado, comprised of five local non-profits including RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum is requesting \$299,748.60 in funding to assist in the construction an approximately 10,700 square foot building within the RiverFront at Dos Rios. The building will be home to this non-profit collaborative center and include office and meeting space, and Pre-K education and childcare for their employees and the broader community.

The request of \$299,748.60 includes the price to purchase the .80 acres of land for the majority of their building site (\$239,886) and the remainder reflects the cost of



development-related fees including the application, Transportation, Fire, Police, Water tap, sewer tap, storm drainage and engineering inspection fees (\$59,862.60). Additional information about the project is contained within the attached communications from the Confluence Center.

**FISCAL IMPACT:**

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

This new spending for the Confluence Center will come from the available fund balance in the General Fund which is projected at \$12.84 million after Council's authorization of the supplemental appropriation using \$2.6 million from the available fund balance, which included \$1.96 million for the Salt Flats Infrastructure. Now that the City has been notified of the grant award for the Salt Flats Infrastructure, \$1.96 million will be replenished to the reserve increasing the projected available fund balance from \$12.84 to \$14.8 million at December 31, 2024.

**SUGGESTED MOTION:**

I move to introduce an ordinance making the supplemental appropriations to the 2025 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2025 and ending December 31, 2025, and set a hearing date for February 5, 2025.

**Attachments**

- 1. Confluence Ctr 10.19.2023
- 2. Confluence Ctr 03.14.2024
- 3. Confluence\_Center\_City\_Request\_2024.10.25
- 4. Confluence Ctr Brochure
- 5. 2025 Supplemental Appropriation Ordinance First Reading, January 15, 2025 (2)



Members of the Grand Junction City Council

October 19, 2023

Via E-mail

Dear City Council Members:

We are excited to bring to your attention an ambitious partnership involving five local organizations: RiversEdge West, Eureka! Science Museum, Colorado West Land Trust, One Riverfront, and Colorado Canyons Association. These organizations share a common commitment to land and water conservation, stewardship, community engagement, recreation, collaboration, education, and science. Together, we aim to transform the Confluence Center building at Dos Rios into a vibrant reality.

Our collective vision for the Confluence Center is to establish a non-profit center that offers collaborative office and meeting space, pre-K education and childcare for our employees and the broader community, and a focal point for the region on our shared values. The center will host conferences, public presentations, and countless other events to engage the community. We believe that the benefits of the center will extend far beyond the sum of its parts. By fostering community involvement and knowledge sharing, it will significantly enhance the support for each partner's missions.

To turn this vision into reality, approximately six million dollars will be needed for the center's construction. We respectfully request the City of Grand Junction to donate a portion of the land for the center as a way to support this effort, the organizations and our collective missions. The center will be an important anchor to the Dos Rios development and contribute to the character of the new neighborhood, helping to make it a vibrant place to live and work. We have broad community support and have engaged a consultant to lead our capital campaign.

We welcome the opportunity to meet with the council and share more details about the center's vision, benefits, timeline, and capital campaign. Please don't hesitate to reach out to us with any questions.

Sincerely,

Rusty Lloyd, Executive Director, RiversEdge West  
Jenn Moore, Executive Director, Eureka! Science Museum  
Rob Bleiberg, Executive Director, Colorado West Land Trust  
John Gormley, Chair, Riverfront Foundation  
Chris Herrman, Executive Director, Colorado Canyons Association

CONFLUENCE CENTER OF COLORADO  
*Supporting the community by advancing land and water conservation, science, recreation, and  
environmental education*  
EIN 93-3159806



City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

March 14, 2024

Dear City Council,

We are writing to express excitement for a potential new gem to be built along the Colorado River in Grand Junction – the Confluence Center of Colorado. As the leaders tasked with bringing this project to reality, we are hopeful the City of Grand Junction will share in our enthusiasm for this project and consider supporting this with a gift of land to the organization. The city’s partnership in this project is critical to our success.

We know the city shares a commitment to the redevelopment of the riverfront and has in fact partnered with our organizations in the past to help build trail systems and restore vital habitat along the river corridors. We have valued these partnerships and hope to continue that legacy with you in this new and exciting project. This project carries in the same spirit of past partnerships with the city by revitalizing our riverfront in the new Dos Rios redevelopment.

Confluence Center of Colorado was founded by five leading local non-profits: RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum. Once built, the Confluence Center of Colorado will bring together mission-focused organizations working at the confluence of land and water science, education, agriculture, and stewardship. Together, the Confluence Center partners’ united presence and unique location will increase science-based education and stewardship capability and magnify the long-term impact to shape our land and water future for the community. With support from leaders like the city of Grand Junction, we can realize our vision to construct this important place. These non-profits have a proven track record of successful projects and initiatives and are committed to collaboratively making this place a reality to make an even greater difference in the environmental and recreational landscape of this community.

Currently, the Confluence Center of Colorado has raised \$2.8 million with a goal of \$7.5 million. We have many community leaders and organizations that are engaging in this project, but it will take resources from leaders like the City Council to make the project a reality.

Enclosed with this letter you will find our case for support, which outlines in more detail the proposed project. We welcome the opportunity to discuss this project further and address any questions or concerns you may have.

Thank you for taking time to look at this incredible project and we are excited about the possibility of partnering with you to make a lasting impact on the long-term sustainability of our riverfront.

Sincerely,

Confluence Center Leadership Committee

*Biff Messinger Don Schuster Joe Higgins John Gormley Mary Thom Marian Heesaker  
Mike Perry Randy Spydell Rebecca Frank Stefanie Harville Tawni Kelley*

CONFLUENCE CENTER OF COLORADO

*Supporting the community by advancing land and water conservation, science, recreation, and environmental education*

EIN 93-3159806



Members of the Grand Junction City Council – via email

October 25, 2024

Dear City Council Members:

We are sending this letter as an updated request to the first two letters you received, the first was dated 10/19/2023, and the second was dated 04/01/2024.

Design completion and formal submission for our building permit will conclude at the end of this month. The Confluence Center, Grand Junction Community Development, and May Reigler Properties have been working together since our last correspondence to detail the final property boundaries and determine values for the land in question. The following narrative and attached exhibit describe how the parcels of land will be conveyed, combined, and acquired for the Confluence Center Project:

The City of Grand Junction will sell May Riegler .313 acres for ~\$90,436. This value is calculated on a \$288,934 per acre price. The blue hatch area in the attached exhibit shows this area. This cost would be deducted from the contractual sell price of the City's existing Lot 5 to May Riegler.

To create the Lot for the Confluence project, the .313 City-owned property needs to be combined with .49 acres of property currently owned by May Reigler, the parcel was formerly the 'Sunshine Polishing Lot' and is shown in the yellow hatch on the attached exhibit. The value of this property is ~ \$149,450. This value is calculated on a \$305,000 per acre price.

May Riegler plans to convey to the Confluence project a larger area of .91 acres. However, this additional acreage (.11 acres) will eventually be needed to accommodate the remaining May Reigler development in this area. So there will be no funding request for this portion of the lot.

Our formal request from the City of Grand Junction is to fund the acquisition of .80 acres of the .91 acre lot, the proposed lot 3 that is outlined in red in the attached exhibit, for the amount of \$239,886. We're also requesting payment for all development-related fees. This includes the application, TCP, Fire, Police, water tap, sewer tap, storm drainage, and the engineering inspection fee for a combined value of \$59,862.60. The cumulative value of our formal request is **\$299,748.60**.

The local organizations that are partnering to make this a project a reality are: RiversEdge West, EUREKA! McConnell Science Museum, Colorado West Land Trust, One Riverfront, Colorado National Monument Association, and Colorado Canyons Association. These organizations all share the values of land and water conservation, stewardship, community, collaboration, education, and science. They all believe the Confluence Center will raise the visibility of these issues in the community to the benefit of the partners' missions.

Thank you for your consideration, we're confident that this project will greatly benefit the Grand Junction community for years to come.

Don't hesitate to reach out with any questions!

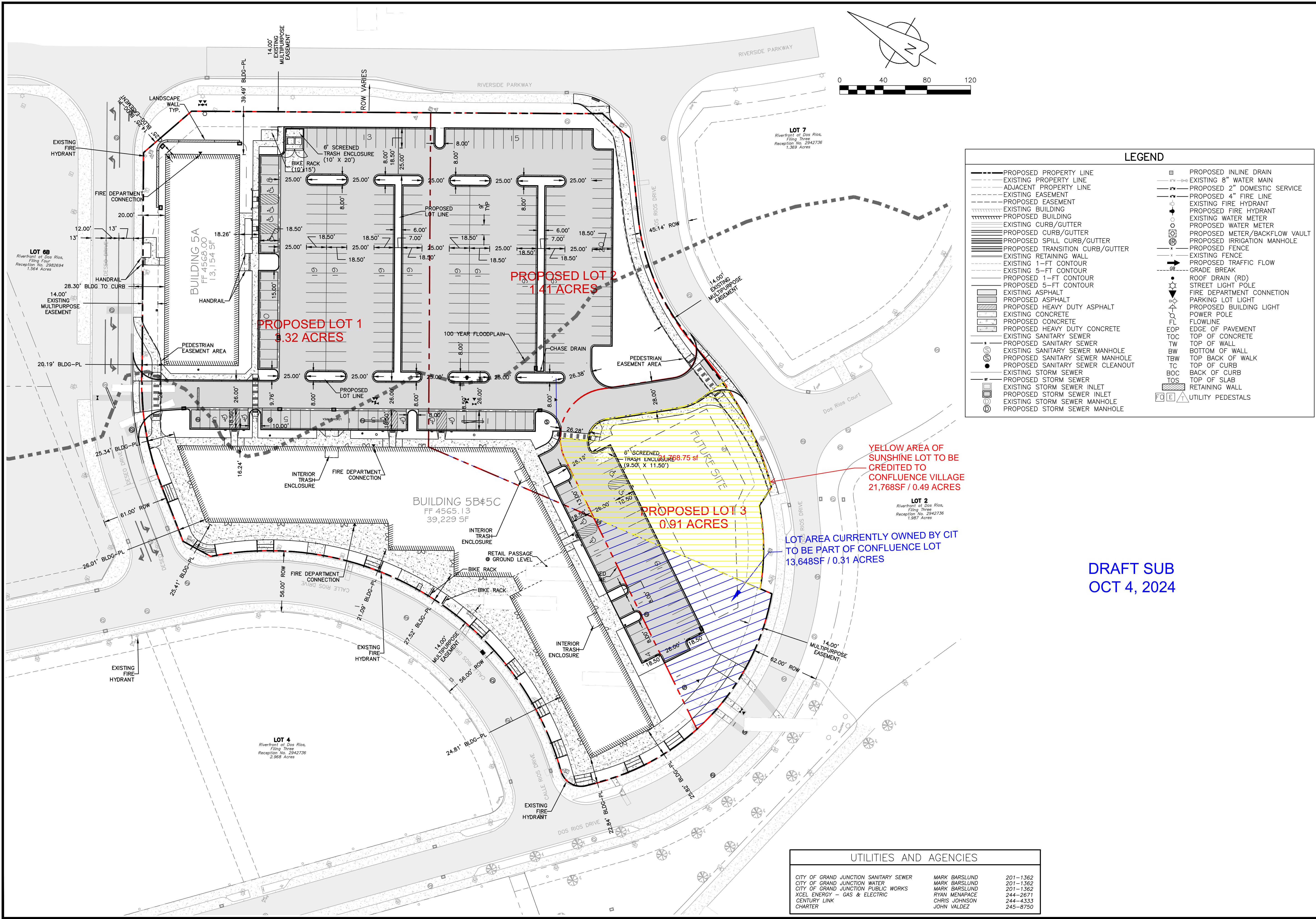
Sincerely,

Rusty Lloyd, Confluence Center Board President  
Jenn Moore, Confluence Center Board of Directors  
Michele Rohrbach, Confluence Center Board of Directors

CONFLUENCE CENTER OF COLORADO

*Supporting the community by advancing land and water conservation, science, recreation, and environmental education*

EIN 93-3159806



**Know what's below. Call before you dig.**

**811**

SCALE VERIFICATION  
BAR IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET  
ADJUST SCALES ACCORDINGLY

NO.	DATE	BY	REVISIONS
1	10/30/23	JC	SITE PLAN REVIEW COMMENTS 1

**A · C · G**  
**AUSTIN CIVIL GROUP, INC.**  
Land Planning • Civil Engineering • Development Services  
123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501  
(970) 242-7540

**RIVERFRONT @ DOS RIOS LOT 5**  
SITE PLAN - Lot 5  
750 Calle Del Rio, GJ, Colorado  
prepared for  
**DR LAND LLC**

DRAWN BY:	JWC
DESIGNED BY:	JWC
CHECKED BY:	MRA
APPROVED BY:	MRA

JOB NUMBER: 1433.0005  
DATE: 1-15-2024  
SCALE: 1"=40'  
SHEET NO: C-4

**UTILITIES AND AGENCIES**

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
CITY OF GRAND JUNCTION WATER	MARK BARSLUND	201-1362
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201-1362
XCEL ENERGY - GAS & ELECTRIC	RYAN MENAPACE	244-2671
CENTURY LINK CHARTER	CHRIS JOHNSON	244-4333
	JOHN VALDEZ	245-8750

# THE CONFLUENCE CENTER



**CONFLUENCE  
CENTER  
OF COLORADO**

*Photo by Grand Junction Visitors Bureau*

**Mission-focused nonprofit organizations coming together  
in one place to magnify their impact on our community,  
region, and nation's land and water future.**

# WHO WE ARE

The Confluence Center of Colorado is a nonprofit organization formed from a collaborative partnership of local nonprofits in Mesa County who are committed to the same mission-driven work of land and water stewardship, education, recreation, and restoration.

Unified around the values of stewardship, community, collaboration, connectivity and education, the founding partners include RiversEdge West; EUREKA! McConnell Science Museum; Colorado Canyons Association; One Riverfront, and Colorado West Land Trust.

Individually, each organization is contributing to western Colorado's sustainability through science-based education, water and land conservation, restoration, and stewardship efforts.

By combining each organization's work and expertise, the Confluence Center partners will skillfully meet the challenges that come with solving multifaceted issues related to land and water conservation. Cooperative partnerships and the center's unique location will lend themselves to natural economies of scale and transformative educational programming to help inspire devoted stewardship and long-lasting change.

## FOUNDING NONPROFITS:



**RiversEdge West**

RESTORE + CONNECT + INNOVATE



**COLORADO WEST LAND TRUST**



## CAMPAIGN LEADERSHIP:

Biff Messigner  
Don Schuster  
Joe Higgins  
John Gormley  
Mary Thom  
Marian Heesaker

Mike Perry  
Randy Spydell  
Rebecca Frank  
Stefanie Harville  
Tawni Kelley



## PROMOTING COMMUNITY WELL-BEING AND INTERCONNECTIVITY

“The late Jim Robb, a Grand Junction attorney, state legislator, state parks board member, and founding member and co-chair of the Grand Junction/Mesa County Riverfront Commission, had a vision almost 40 years ago that exists today in the portion of the Colorado State Parks system that is named after him.

His vision was of the Colorado River as a sparkling necklace, with pearls of state parks and community river conservation initiatives interspersed along the water front, from Cameo to Fruita. He would be honored to know that the Confluence Center is the latest of these lovely pearls.”

- Rebecca Frank  
Confluence Center Leadership Team

### PURPOSE

We believe every person is intrinsically connected to the health of our landscapes and has a vital role to play in order to maintain the inherent worth of our natural resources for future generations.

### MISSION

We bring together mission-focused, nonpolitical organizations working at the confluence of land and water science, education, and stewardship to magnify our impact and ensure the longevity of our natural resources for future generations.

### VISION

By coming together, our united presence and unique location will increase our science-based education and stewardship capability and magnify our long-term impact to shape our land and water future for the community, region, and nation.





# COMING TOGETHER TO SHAPE OUR LAND + WATER FUTURE

The health of our rivers is more important than ever and the seven basin states and tribal nations understand this. **Decreasing snowpack, extended drought, and increased population are creating a drastically altered landscape.**

**The Confluence Center will play a pivotal role in addressing these growing challenges for land and water resources in our region and community.**

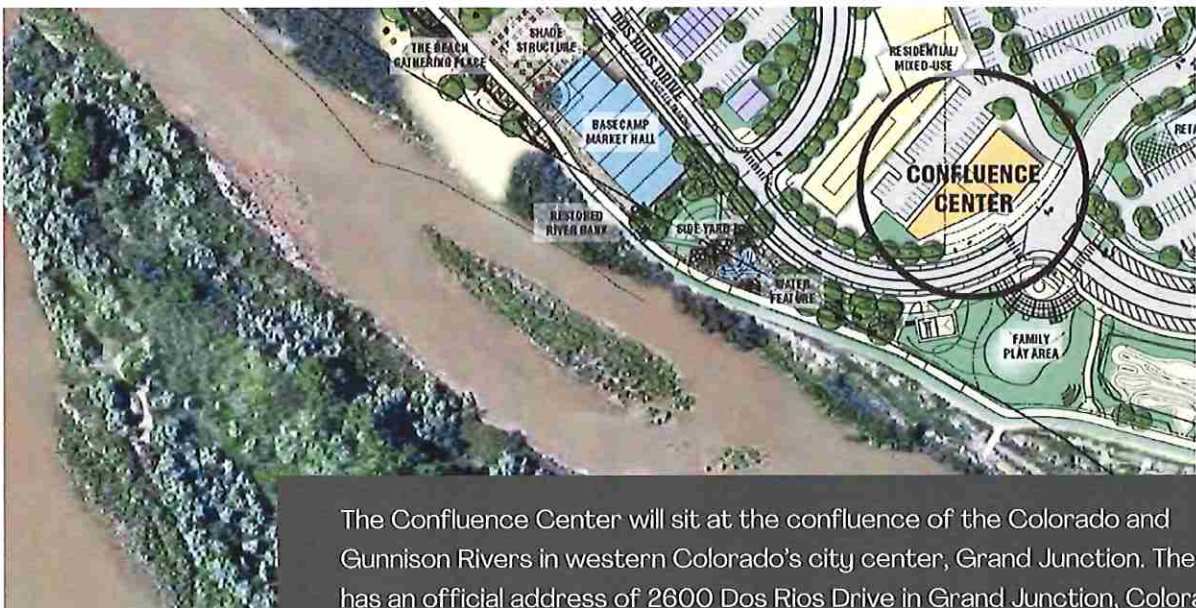
Nestled adjacent to the Colorado and Gunnison Rivers, this regional hub will provide a natural laboratory for like-minded partners to come together and converge their respective disciplines and science-based expertise.

The Confluence Center will become a distinctive fixture for land and water education, conservation, stewardship, restoration, and sustainable agriculture in our community, region and ultimately, nation.



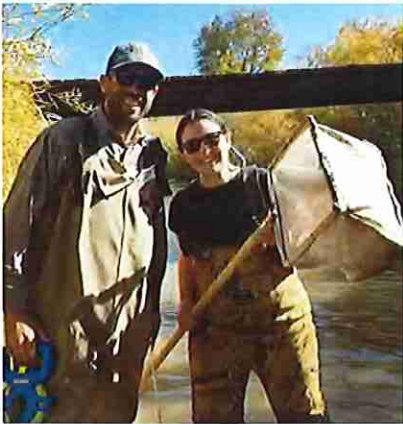
At a time of increasing drought conditions and relocation to the West, the potential to scale work through greater collaboration at the Confluence Center will lead to a magnified impact regionally and nationally.

## LOCATION



The Confluence Center will sit at the confluence of the Colorado and Gunnison Rivers in western Colorado's city center, Grand Junction. The site has an official address of 2600 Dos Rios Drive in Grand Junction, Colorado.

# THE BUILDING WILL INCLUDE



## LAND & WATER RESOURCE HUB

Serving as a collaborative and informational site for work on western river systems, the building will have educational and interpretive resources for the public to gain a better understanding of land, water, science, and recreational and agricultural resources of our region.

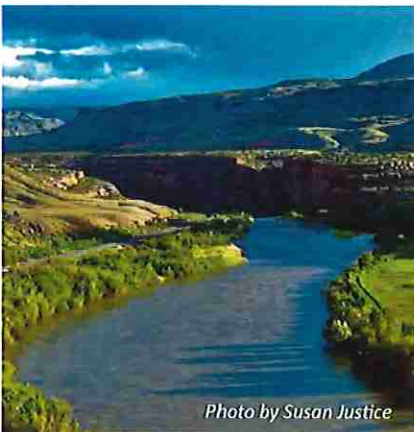


Photo by Susan Justice

## CO-WORKING & COMMUNITY SPACE

## CHILDCARE CENTER & PRESCHOOL

The STREAM (Science, Technology, Rivers, Art, and Mathematics) Preschool and Childcare Center will offer 45 full-time preschool slots at the Confluence Center and expand upon STEAM learning to highlight river and water education.

This new employer-based childcare center and community preschool is envisioned to be a community asset, incentivizing workforce development, providing high-quality early childhood development and education with an early introduction to science learning, and supporting equitable access for underserved and underrepresented children with scholarship enrollment.

Providing this resource at the Center addresses early childhood learning and childcare access gaps in Mesa County while simultaneously supporting the broader mission of the Confluence Center by incorporating strong education and field-based learning principles enhanced by the Center's close proximity and access to the river and riverfront trail system.



Packet Page 82



## INTERACTIVE LOBBY

Landscapes come to life in the Confluence Center's interactive lobby. Visitors will be able to experience the power of the natural systems that give life to this region. Water, plant, and other exhibits will leave a memorable impression with guests and future stewards.



## NONPROFIT WORKING SPACE

The Confluence Center will include working offices, shared conference rooms, and shared storage space for education and outdoor learning supplies that lends itself to enhanced collaboration among the nonprofit partners.

# THE BUILDING

Architectural rendering of the potential building.



# BUILDING DETAILS

The one-story building will house office space for all the partners, the preschool center, an interactive lobby that provides educational engagement for the public focusing on land and water science, conservation, and stewardship, conference and meeting rooms, classrooms, a kitchen, and open networking space for informal meetings.

## COSTS

Working space dedicated to each nonprofit organization	\$4,250,000
Land Acquisition	\$750,000
Childcare center and preschool	\$1,750,000
Co-working and community space, land and water conservation resources for individuals and organizations within the community	\$750,000
<b>TOTAL</b>	<b>\$7,500,000</b>

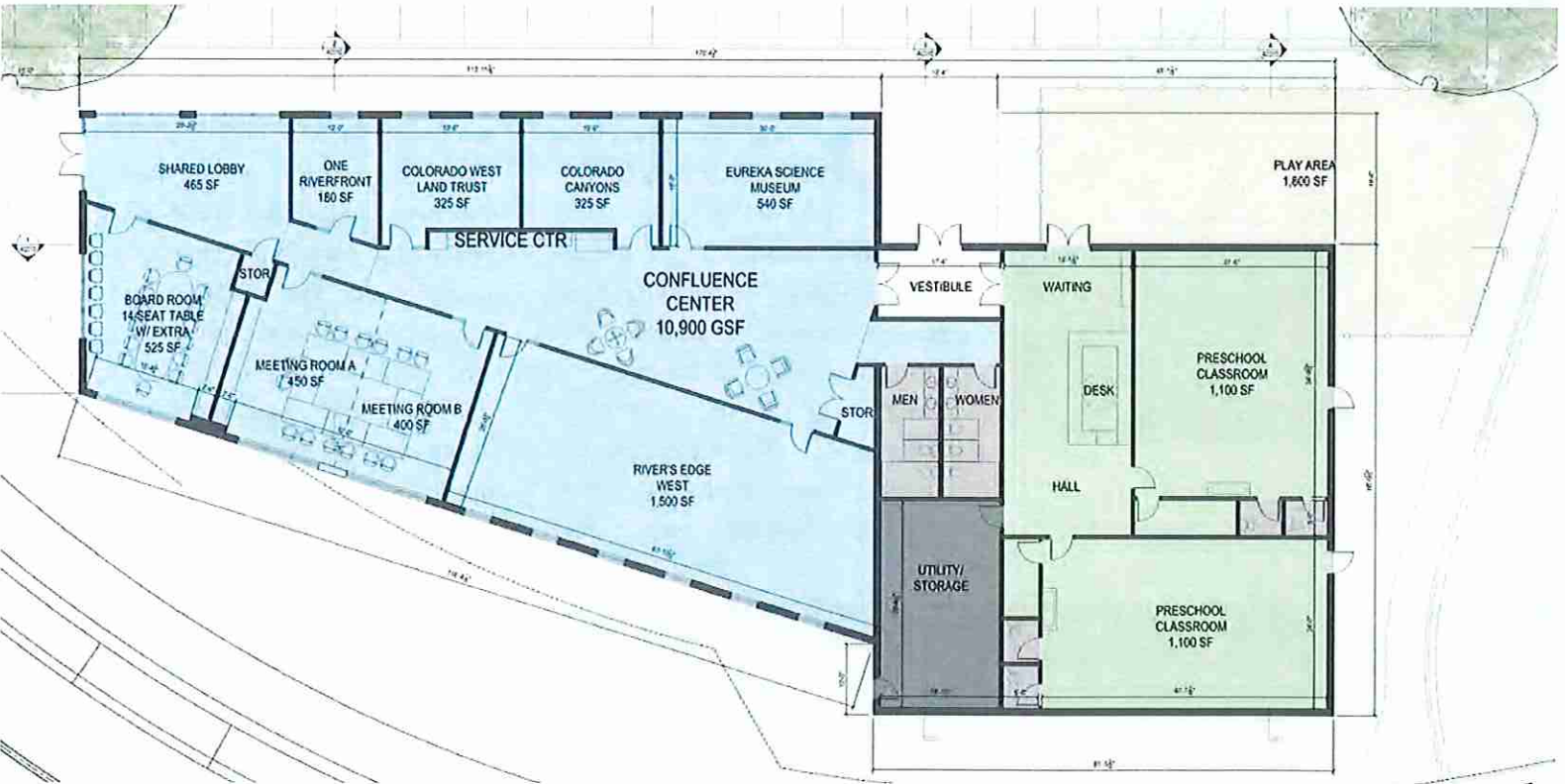




Photo by Kelly Sikkema

## THE NEED

The total project cost of the Confluence Center is approximately \$7.5 million.

To make this project a reality, it will take visionary leaders in the community like you who are willing to make a significant financial commitment to ensure its success.

**The Confluence Center will magnify impact through our collective nonprofit missions to address the pressures on land and water resources, childcare, and the greater community.**

**Currently, nothing like the Confluence Center exists in the West.** This is a rare and innovative opportunity for the Grand Valley community and for the nonprofit partners to connect people to the shared asset of our working landscapes. The Confluence Center will conserve and steward natural resources,

catalyze economic growth, spur community development, and increase family resources along the Riverfront in Grand Junction.

This project will scale up the work of these organizations through greater collaboration. **Working under one roof will allow each partner organization to build upon current synergies and expand their programming with the natural efficiencies gained from economies of scale, shared expertise, and a magnified presence within the Western Slope community.**

"The Confluence Center is truly unique. It is wonderful to have like-minded organizations come together to create a new home where they can all grow and flourish under one roof, rather than needing multiple headquarters. It is also wonderful to see it happen at the confluence of the Colorado and Gunnison Rivers in an area that is revitalizing as a result of 40 years of hard work by these organizations and many others.

This project is worth supporting and I hope you will join us in making this dream a reality."

- John Gormley, Confluence Center Leadership Team

# WAYS TO GIVE

Your gift can be made through a variety of methods that will directly help make the Center a reality for western Colorado and our region.

## GIFTS OF CASH

### MULTI-YEAR PLEDGE

Fill out the enclosed pledge form to have the most impact to the Confluence Center by making a multi-year commitment.

### CHECK

Mail your check to:  
Confluence Center of Colorado  
1401 N. 1st St. Grand Junction, CO 81501

### WIRE TRANSFERS

### MATCHING GIFTS

Many companies allow employees the opportunity to multiply the impact of their personal contributions through matching gift programs. Check to see if your company sponsors a matching gift program.

## GIFTS OF STOCK AND APPRECIATED SECURITIES

Giving of long-term appreciated securities can be more tax advantageous than giving cash. Capital gains taxes can be avoided on gifts of appreciated assets.

To donate stock to the Confluence Center, please use the following information:  
Wells Fargo Advisors Brokerage  
Account: #82655709

## IRA CHARITABLE GIFTS

If you are 70.5 years of age or older, you can make a qualified charitable distribution of up to \$105,000 directly or use your Required Minimum Distribution to the Confluence Center of Colorado from your traditional Individual Retirement Account (IRA) to avoid reporting income and paying tax on the distribution. Talk with your IRA custodian about their procedures and guidelines on making a qualified charitable distribution.

## TAX INCENTIVES

Your gift may also qualify for additional tax benefits. Email [ConfluenceCenterCO@gmail.com](mailto:ConfluenceCenterCO@gmail.com) to discuss your gift.



## CONTACT US

For more information or questions on gift processes, please email  
[ConfluenceCenterCO@gmail.com](mailto:ConfluenceCenterCO@gmail.com)  
IRS Federal EIN #: 93-3159806

*Photo by Lee Gelatt Photography*

# RECOGNITION LEVELS

THANK YOU FOR CREATING A LASTING  
IMPACT ON OUR LAND AND WATER FUTURE!



Gifts of \$5,000 and above will be recognized in the Confluence Center's art installation. Other recognition opportunities are listed below:

## PLATEAU CREEK

**\$5,000 +**

- Recognition in art installation

## KANNAH CREEK

**\$50,000**

- Recognition in the outdoor play area
- Recognition in art installation

## EAGLE RIVER

**\$100,000**

- Naming of meeting space (2 available)
- Recognition in art installation

## DOLORES RIVER

**\$250,000**

- Naming of the board room (1 available)
- Recognition in art installation

## YAMPA RIVER

**\$500,000**

- Naming of the Outdoor Educational and Event Space (1 available)
- Recognition in art installation

## GUNNISON RIVER

**\$750,000**

- Naming of the Interpretive Lobby (1 available)
- Commemorative bench
- Recognition in art installation

## COLORADO RIVER

**\$1M+**

- Naming of the Confluence Center and/or preschool (2 available)
- Commemorative bench
- Recognition in art installation

# NONPROFIT PARTNERS



## RiversEdge West

RESTORE + CONNECT + INNOVATE

**RiversEdge West** (formerly Tamarisk Coalition) was founded in 1999. A leader in collaborative river restoration efforts, RiversEdge West (REW) focuses on riparian (riverside) forest and floodplain health in the American West to address impacts from invasive riparian plants such as Russian olive and tamarisk, challenges associated with climate change and habitat fragmentation, as well as stressors that may result in diminished biodiversity and ecosystem services. Invasive plants negatively impact wildlife, recreation, and agricultural production, all of which our local community and economy depend upon.

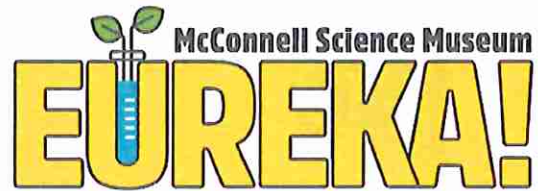
RiversEdge West works alongside the conservation, recreation and agricultural communities, sensitively acknowledging the varied knowledge-base and interests of those impacted by these river health issues, while encouraging education and awareness in order to produce meaningful change.

By providing clear and concise information on managing invasive riparian plants and reestablishing native plant communities, REW is establishing river stewardship for generations. Ensuring accessibility to current information on restoration practices and transparency of new findings is a priority in maintaining active stewardship.

Opportunities increase when visibility increases and the Confluence Center would give RiversEdge West a physical identity and a means to increase its community and youth education programs. Recognizing The Confluence Center as the very namesake of our community, REW believes this collaboration to be a valuable asset to help solve larger problems; in part by identifying initiatives that can be magnified through collaboration with the partner organizations in order to strategically achieve individual and collective goals.



# NONPROFIT PARTNERS



**EUREKA! McConnell Science Museum** is a nonprofit organization founded in 1999 by physicist John McConnell, who taught scientific principles to kids through self-invented, hands-on demonstrations. The program was affectionately called SITHOK, “Science In The Hands Of Kids,” and served 5,000 students annually before finding its first home in the New Emerson Elementary School building.

Today, EUREKA! serves over 30,000+ students and adult learners annually through 210 STEAM (Science, Technology, Engineering, Arts, and Math) programs, with an impressive interactive facility located on Colorado Mesa University's campus. Its mission created in its earliest beginnings remains constant—EUREKA! is dedicated to bringing learning to life by inspiring a passion and respect for STEAM education. STEAM promotes critical thinking and awareness of our environment in hopes to redefine the way people think about, learn about, and interact with science and technology.

EUREKA! recognizes the value of further collaboration with the Confluence Center's active partners to expand and diversify programmatic offerings. If given the opportunity to build the center, programming would expand to include the creation of STREAM, a science-based preschool and employer-based childcare center in the Confluence Center.

EUREKA! projects 45–full time preschool slots at The Confluence Center with the intent to expand STEAM curriculum to highlight rivers and water education. This new preschool will be a community asset, incentivizing workforce development while offering preschool children an early introduction to science-based learning. Additionally, EUREKA! will house its Environmental Institute, storage, and six employees at the new center with one dedicated classroom space for education and programming.

# NONPROFIT PARTNERS



**One Riverfront** is a volunteer board created in 1987 and charged with the connectivity, conservation, and community stewardship of the Colorado and Gunnison Rivers corridor trail system in western Colorado. The junction of these two mighty rivers provides a beautiful and rich habitat for wildlife and riparian vegetation in an otherwise arid region and One Riverfront protects access to it.

Collectively referred to as One Riverfront, One Riverfront is two-pronged in its organizational structure; made up of The Colorado Riverfront Commission (RFC), as well as its nonprofit arm, The Colorado Riverfront Foundation. Through private funding and community stewardship with various partners, trail systems were made possible and constructed with funding from public and private partnerships and various partners.

Although One Riverfront has connected 54 miles of trail along the river and helped conceptualize and establish 217 miles of urban trails, including detached trails, bike lanes, bike routes, park paths, soft surface trails and sidewalk trail connections to the main Colorado River corridor, areas of the trail still remain bifurcated and disconnected. The volunteer board hopes to one day fully realize a completed and connected trail system in Mesa County, as well as the development of a statewide trail system that will link communities via rivers and historic transportation routes.

When the Confluence Center is complete, One Riverfront will have an increased community presence through its office located within the center, an appropriate and fitting headquarters. As a nonpolitical partner committed to the values of collaboration, service, respect, communication and our river's legacy, One Riverfront looks forward to the day when The Riverfront Trail System connects to several other trails within the Grand Valley. Until that day comes, One Riverfront remains steadfastly dedicated to maintaining, revitalizing, and providing public access to the Colorado and Gunnison Rivers through the Riverfront Trail System.

# NONPROFIT PARTNERS



**Colorado Canyons Association (CCA)** fosters community stewardship, education, and awareness of our National Conservation Lands with a focus on McInnis Canyons, Dominguez-Escalante, and Gunnison Gorge National Conservation Areas (NCAs) in western Colorado. Dedicated to deepening the connection between the land and its visitors, CCA outreach programs focus on both the scientific significance and cultural heritage of the National Conservation Areas they steward, remarkably all of which are situated within sixty miles of Grand Junction.

CCA's land and river programs have a positive impact on the community, offering unique, place-based experiential education to students and adults from diverse backgrounds throughout Colorado's western slope. Turning NCAs into outdoor classrooms, and collaborating with the Bureau of Land Management (BLM) and like-minded partners, CCA makes these programs available to school districts and organizations at an affordable rate. CCA believes that all people, regardless of socioeconomic background, should have the opportunity to experience our wild backyards and the natural world. Over half of the students who participate in CCA's programs qualify for free or reduced school lunch and often come from families who do not have the resources or time to actively engage in our public lands.

National Conservation Areas are home to some of the most pristine landscapes in western Colorado and CCA recognizes the great responsibility that comes in stewarding the land and protecting it for future generations to experience and enjoy. Collaborative by nature, Colorado Canyons Association may expand its presence to the Confluence Center and is confident that a shared space alongside other like-minded organizations on the forefront of land and water stewardship would provide incredible value.

# NONPROFIT PARTNERS



## COLORADO WEST LAND TRUST

**Colorado West Land Trust (CWLT)** conserves the iconic landscapes that make western Colorado a wonderful place to call home and helps connect the community to nature. CWLT works with private property owners to protect and enhance agricultural land, wildlife habitat, recreational areas, and scenic lands in six western Colorado counties, as well as Grand County, Utah.

The organization traces its roots to 1980 when a group of Palisade farmers created CWLT to protect the area's famed fruit lands threatened by oil shale development. CWLT was established in 2020 through a merger between Mesa Land Trust and the Montrose-based Black Canyon Regional Land Trust. Today, CWLT protects more than 126,000 acres of land through more than six hundred conservation agreements.

CWLT pursues its mission through land protection, stewardship, outreach, and education programs. Through these channels, the organization serves the farming and ranching community, preserves wildlife and riparian habitat, expands land and trails for recreationists, protects views and open space, and helps ensure the availability of local food.

CWLT primarily works on private lands that are complementary to the public lands that the other partner organizations serve. CWLT will continue to operate out of its current space but may expand its presence to the Confluence Center because a collaborative presence will allow for more coordinated work and magnified impact.



**CONFLUENCE  
CENTER  
OF COLORADO**

**CONTACT US**

For more information please email  
[ConfluenceCenterCO@gmail.com](mailto:ConfluenceCenterCO@gmail.com)

EIN 93-3159806

1401 N. 1st St. Grand Junction, CO 81501

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

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2025 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2025, to be expended from such funds as follows:

<b>Fund Name</b>	<b>Fund #</b>	<b>Appropriation</b>
General Fund	100	\$ 299,749

**INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of January 2025.

**TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM** this \_\_\_\_ day of January, 2025

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

Attest:

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



**Grand Junction City Council**

**Regular Session**

**Item #4.a.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Trent Prall, Engineering and Transportation Director

---

**Information**

**SUBJECT:**

Resolution Authorizing City Manager to Co-Sign a Contract to Purchase with Colorado Department of Transportation (CDOT) for Property Located at 123 Ute Ave, 317 S. 2nd Street, and 319 S. 2nd Street for the Mobility Hub Project

**RECOMMENDATION:**

Staff recommends approval of the resolution.

**EXECUTIVE SUMMARY:**

A mobility hub has been proposed as part of multiple planning documents, including the City's Comprehensive Plan and the 2045 Grand Valley Transportation Plan. The Colorado Department of Transportation (CDOT) successfully obtained a large federal grant to fund a mobility hub in downtown Grand Junction. The City partnered with CDOT and Mesa County on the acquisition of property located at 123 Ute Ave, 317 S. 2nd Street, and 319 S. 2nd Street necessary for the construction of a Mobility Hub. CDOT has come to terms on the acquisition which is memorialized in the Memorandum of Agreement.

**BACKGROUND OR DETAILED INFORMATION:**

A mobility hub is defined as *a strategically located, pedestrian and bicycle-friendly hub that will provide a single point of access for local, regional, interregional, and interstate transit, as well as an active public gathering space.*

The concept of a mobility hub in the City has been included in multiple planning documents, including the City of Grand Junction Comprehensive Plan, the 2045 Grand Valley Regional Transportation Plan, the Grand Valley Transit (GVT) Strategic Plan, and the Coordinated Transit and Human Services Transportation Plan; however, the concept of a mobility hub in Grand Junction was expedited when Greyhound and

CDOT's Bustang services moved to the existing GVT Downtown Transfer Facility, located at 525 S. 6th Street, after the lease agreement for the bus lines at a nearby facility ended in December of 2020. The GVT Downtown Transfer Facility has a small and limited climate-controlled waiting area that has experienced overcrowding and does not provide the desired services for regional transit. Because the GVT Downtown Transfer Facility was designed exclusively for GVT operations, the additional regional transit services do not have a designated passenger drop-off area, parking, benches, or a climate-controlled waiting area.

The Colorado Department of Transportation (CDOT) began the planning stages for a mobility hub in the spring of 2021. A federal Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) grant application was submitted in July of 2021 following several meetings and workshops with local stakeholders, CDOT, the City of Grand Junction, Mesa County, GVT, Grand Valley Metropolitan Planning Organization (MPO) and the public. The initial RAISE grant application was not successful. A second successful RAISE grant application was submitted in April 2022. Following the RAISE grant award, CDOT, the City, the County, GVT, and MPO have conducted several meetings and workshops to finalize the scope of work and site for the mobility hub.

Site Selection

A site selection process was performed leading up to the RAISE grant applications. Potential sites were identified and evaluated throughout the Grand Valley. Sites in downtown Grand Junction ranked the highest due to existing development and infrastructure.

Benefits of a Downtown site include:

- Located near key destinations – a downtown site is located near the Amtrak station, Main Street, a proposed pedestrian bridge to Dos Rios, Mesa County Justice Center, and other attractions in the downtown core.
- Ability to expand – the current facility was designed exclusively for GVT operations and has limited expansion ability. Relocation to a different site would allow planning into outlying years to accommodate future growth in transit.
- Increased visibility – a downtown site will be more visible from a primary corridor than the current transfer site.
- Strong multimodal and vehicular connectivity – a downtown site is ideal for multimodal access with proximity to Active Transportation corridors and vehicular access utilizing the downtown roadway grid system.

CDOT received a resolution of support from the Grand Valley Regional Transportation Committee (GVRTC), City of Grand Junction, and Mesa County in the fall of 2023 for CDOT to proceed forward with the design, right-of-way/property acquisition, and construction of a mobility hub in downtown Grand Junction. The mobility hub will be for use by local and regional transit and rail users. The City previously passed a resolution confirming the City's participation in the project with the contribution of the small triangular-shaped parcel on the northwest corner of Pitkin and 2nd Street and



approximately 1/3 of the City-owned parcel located at 261 Ute Ave.

Next Steps

Following the acquisition of the subject parcels, CDOT will move forward with the architectural and site design of the Mobility Hub. Construction of the mobility hub is anticipated to start in the next 15 months with completion in 2027.

An intergovernmental agreement will be needed in the future to capture responsibilities for operating and maintaining the mobility hub.

**FISCAL IMPACT:**

The final negotiated price was \$1,417,000. The City and Mesa County each contributed \$166,667, while CDOT invested \$1,083,666. The City's contribution is included in the 2025 Adopted Budget.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 05-25, a resolution authorizing the City Manager to co-sign a Memorandum of Agreement with the CDOT for the acquisition of property located at 123 Ute Ave, 317 S. 2nd Street, and 319 S. 2nd Street necessary for the construction of a Mobility Hub in downtown Grand Junction.

**Attachments**

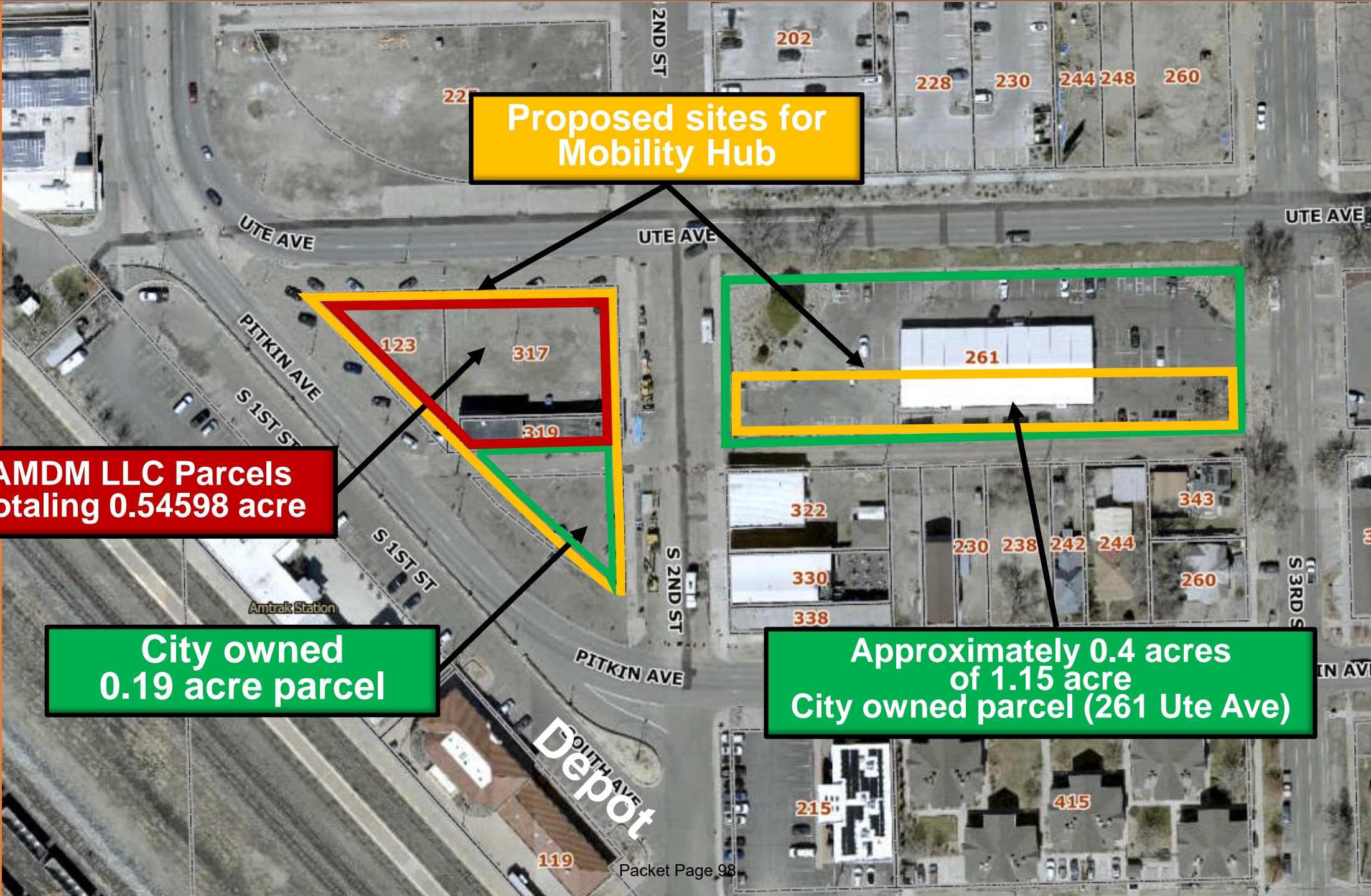
1. Vicinity Map - Mobility Hub Property Acquisition 20250123
2. 25460 MOA signed by AMDM LLC
3. RES-Mobility Hub Acquisition 20250124

**Proposed sites for  
Mobility Hub**

**AMDM LLC Parcels  
Totaling 0.54598 acre**

**City owned  
0.19 acre parcel**

**Approximately 0.4 acres  
of 1.15 acre  
City owned parcel (261 Ute Ave)**



**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 25460

Parcel No: AP-12

Project No: MTF M555-039

Location: I-70B & 2nd Street

County: Mesa

State Highway No: I-70B

This Memorandum of Agreement ("Agreement") made on (date) Jan 2<sup>nd</sup> 2025 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) AMDM LLC

(GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	AP-12	23,815 Sq.ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 917,000.00
Improvements	N/A		\$
Damages	N/A		\$
Administrative Settlement			\$ 500,000.00
		Total	\$1,417,000.00

Other conditions:

The GRANTOR:

- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
- 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
- 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
- 5) Shall be responsible for securing releases from all liens, judgments and financial encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any lawful other source;
- 6) Will execute and deliver to GRANTEE those documents indicated below;
- 7) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 8) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These

covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE's taking of possession or title to the property by eminent domain.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 7 and 8 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> General Warranty Deed   | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed  | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:   | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page:  | <input type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify)   |   |
| <input checked="" type="checkbox"/> Title Company to prepare documents except General Warranty Deed |   |

Order Warrant \$1,417,000.00

Payable to: AMDM LLC

**Real Estate Specialist**

**GRANTOR signature**

**Attach form W-9**

**By: Mike Cooper**

**By: Michael Martinez, Managing Member, AMDM LLC**

**Division approval – CDOT Region 3**

**City of Grand Junction – City Manager**

**By:** Click or tap here to enter text.

**By: Michael Bennett**

cc: Project Development Branch – ROW Services (original)  
 Property Owner  
 Region Right-of-Way Manager  
 Region Program Engineer/Resident Engineer/Project Engineer

**EXHIBIT "A"**

**PROJECT CODE: 25460**  
**PROJECT NUMBER: MTF M555-039**  
**ADVANCE OF PLANS NUMBER: AP-12**  
**DATE: JANUARY 4, 2024**

**LEGAL DESCRIPTION**

A tract or parcel of land No. AP-12 of the Department of Transportation, State of Colorado, Project Code 25460, Project Number MTF M555-039, containing 23,815 square feet (0.547 acres), more or less, within GRAND JUNCTION, COLO. Plat of Part of Second Division Resurvey, as Amended. Reception Number 80773, in the SW 1/4 of Section 14, Township 1 South, Range 1 West, of the Ute Principal Meridian, in Mesa County, Colorado, said tract or parcel of land being more particularly described as follows compiled from Reception Numbers 2764254, 2764255, and 2764253 as recorded in the Mesa County Clerk and Records Office respectively:

East 10 feet of Lot 7 and the North 100 feet of Lots 8, 9, 10, 11 and 12 in Block 143 of  
CITY OF GRAND JUNCTION  
(2764254)

AND

The South 25 feet of Lots 8 through 12 inclusive, in Block 143, of CITY OF GRAND JUNCTION  
(2764255)

AND

Beginning 56.5 feet East of the Northwest Corner of Lot 1 in Block 143 in the City of Grand Junction, thence East to the Northeast Corner of the West 15 feet of Lot 7 in Block 143, thence South to a point 1.2 feet North of the Southeast corner of said West 15 feet of Lot 7, thence North 41°09' West 164.9 feet, more or less to the point of beginning.  
(2764253)

The above described parcel contains 23,815 square feet (0.547 acres), more or less.

For and on the behalf of the  
Colorado Department of Transportation  
Brian K. Bowker, PLS 38122  
222 South 6<sup>th</sup> Street, Room 317  
Grand Junction, CO 81501



## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1 Name (as shown on your income tax return).</b> Name is required on this line; do not leave this line blank. <span style="font-family: cursive; font-size: 1.2em;">Michael Martinez</span>	
<b>2 Business name/disregarded entity name, if different from above</b> <span style="font-family: cursive; font-size: 1.2em;">AMDM LLC</span>	
<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5 Address (number, street, and apt. or suite no.)</b> See instructions. <span style="font-family: cursive; font-size: 1.2em;">320 S 1st</span>	Requester's name and address (optional) <b>Colorado Department of Transportation</b> 222 S. 6th St #317 Grand Junction, CO 81501
<b>6 City, state, and ZIP code</b> <span style="font-family: cursive; font-size: 1.2em;">Grand Jct Co. 81501</span>	
<b>7 List account number(s) here (optional)</b>	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																						
	<b>Social security number</b> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="2">-</td> <td colspan="2">-</td> <td colspan="2">-</td> <td colspan="2">-</td> <td colspan="2">-</td> <td colspan="2">-</td> <td colspan="2">-</td> </tr> </table> or <b>Employer identification number</b> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> </tr> </table>														-		-		-		-		-		-		-		8	1	-	0	7	6	8	1	8	5
-		-		-		-		-		-		-																										
8	1	-	0	7	6	8	1	8	5																													

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>				
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 15%;"><b>Signature of U.S. person</b> ▶</td> <td style="width: 70%;"></td> <td style="width: 15%;"><b>Date</b> ▶ <span style="font-family: cursive; font-size: 1.2em;">1-2-25</span></td> </tr> </table>	<b>Signature of U.S. person</b> ▶		<b>Date</b> ▶ <span style="font-family: cursive; font-size: 1.2em;">1-2-25</span>
<b>Signature of U.S. person</b> ▶		<b>Date</b> ▶ <span style="font-family: cursive; font-size: 1.2em;">1-2-25</span>		

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

RESOLUTION NO. \_\_-25

A RESOLUTION AUTHORIZING THE PURCHASE BY THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF REAL PROPERTY LOCATED AT 123 UTE AVE, 317 S. 2<sup>nd</sup> STREET, and 319 S. 2<sup>nd</sup> STREET OWNED BY AMDM, LLC AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City Manager and CDOT have entered into a Memorandum of Agreement (Contract) with AMDM, LLC (Seller) for the sale of property by the Seller and the purchase of property by the City identified as at 123 Ute Ave, 317 S. 2nd Street, and 319 S. 2nd Street (Property). The City Council has considered the Contract and deems the purchase of the property necessary and proper.

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

1. That the City Council hereby authorizes the purchase of the Property by the City for \$1,417,000 as provided in the attached Contract. All actions heretofore taken by the officers, employees and agents of both CDOT and the City relating to the purchase of the Property which are consistent with the provisions of the Contract and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$166,667.00 for the purchase of the Property to be paid at closing. Mesa County will pay \$166,667.00. CDOT will pay \$1,083,666 plus normal and customary closing costs for the purchase of the Property to be paid at closing as provided in the Contract.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to complete the Purchase of the Property.

PASSED and ADOPTED this 5<sup>th</sup> day of February 2025.

---

Abram Herman  
President of the City Council

ATTEST:

---

Selestina Sandoval  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #4.b.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Trent Prall, Engineering and Transportation Director

---

**Information**

**SUBJECT:**

Safe Streets and Roads for All (SS4A) Memorandum of Agreement Between the City of Grand Junction, City of Fruita, Town of Palisade, and County of Mesa, Colorado

**RECOMMENDATION:**

Authorize the Mayor to sign a Memorandum of Agreement regarding the FY 2024 Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant.

**EXECUTIVE SUMMARY:**

At the November 20, 2024, City Council adopted the Mesa County Safety Action Plan and pledged support for future participation in implementation projects. Mesa County applied for and received a Safe Streets For All (SS4A) implementation grant that will address Dangerous Behavior through Speed Feedback Signs as well as Protect Vulnerable Road Users through implementation of targeted education campaigns for drivers, pedestrians, and bicyclists. The \$245,000 project is funded by \$196,000 grant (80 percent) and then 20 percent partner contributions. The City's share of the match would be \$23,775. For that the City would receive six fixed and/or mobile speed feedback signs as well as safety messaging and outreach study. The Memorandum of Agreement formalizes the fiscal partnership between various governmental entities involved in the project.

**BACKGROUND OR DETAILED INFORMATION:**

This Memorandum of Agreement (MOA) formalizes a fiscal partnership and commitment between the City of Grand Junction, the City of Fruita, the Town of Palisade, and Mesa County to fund supplemental planning and demonstration projects that complement the recently adopted [Mesa County Safety Action Plan](#). This plan was completed in partnership between the aforementioned entities and other partners and spearheaded by the Regional Transportation Planning Office (RTPO).



The Safe Streets and Roads for All Grant program (SS4A) is represented as a "once-in-a-generation funding opportunity" by the U.S. Department of Transportation (USDOT) in an effort to eliminate fatal and serious injuries for all roadway users. This grant opportunity pledges a minimum of \$1 billion annually for fiscal years FY22-26. The RTPO, in partnership with Mesa County, the Cities of Grand Junction and Fruita, and the Town of Palisade, received \$196,000 in federal funding from the U.S. Department of Transportation's FY 2024 SS4A grant program. For FY 2022, the aforementioned entities received \$260,000 in federal funding for developing the Mesa County Safety Action Plan. This new grant award will begin the implementation of the Mesa County Safety Action Plan.

The grant will support three key initiatives:

1. 12 Speed Feedback Signs (six of which were designated for the City of Grand Junction): Drivers can expect to see a combination of fixed and mobile speed feedback signs strategically distributed across Mesa County to encourage drivers to slow down and adhere to posted speed limits.
2. Safety Messaging and Outreach Study: To help identify effective communication strategies and raise awareness about traffic safety issues, the RTPO will conduct a comprehensive study to understand best education methods and strategies tailored specifically for Mesa County travelers.
3. Development of a High-Risk Network: Since there are fewer crashes in the rural areas of Mesa County, this funding will build upon existing data to predict at-risk facilities based on infrastructure and other systemic factors.

**FISCAL IMPACT:**

The total project cost is \$245,000. Local match required is \$49,000 (20 percent); the City of Grand Junction's share of the project is \$23,775 (9.7 percent of the total project). Funding for the project is included in the 2025 Adopted Budget.

**SUGGESTED MOTION:**

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Agreement regarding the FY 2024 Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant.

**Attachments**

1. AGR-SS4A MOA clean 20250129

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF GRAND JUNCTION,  
CITY OF FRUITA, TOWN OF PALISADE,  
AND COUNTY OF MESA, COLORADO**

**FY 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) SUPPLEMENTAL  
PLANNING AND DEMONSTRATION GRANT**

The parties to this Memorandum of Agreement ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (COUNTY); the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (Grand Junction); the City of Fruita, Colorado, a Colorado Municipality, acting through the City Council of the City of Fruita, Colorado (Fruita); and the Town of Palisade, Colorado, a Colorado Municipality, acting through the Board of Trustees of the Town of Palisade, Colorado (Palisade). Grand Junction, Fruita, and palisade collectively may be referred to as MUNICIPALITIES.

**WHEREAS**, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in their collective and singular best interest and that the work to be performed with the SS4A grant funds will benefit the public; and

**WHEREAS**, the COUNTY and MUNICIPALITIES submitted a joint US Department of Transportation Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) Grant application on August 29, 2024; and

**WHEREAS**, the COUNTY and MUNICIPALITIES were selected for an award of \$196,000 in federal funding from the FY 2024 SS4A Grant program for Supplemental Planning and Demonstration; and

**WHEREAS**, the COUNTY has agreed to serve as the fiscal and reporting agent for the FY 2024 SS4A Supplemental Planning and Demonstration Grant.

**NOW THEREFORE**, the COUNTY and MUNICIPALITIES agree as follows:

- I. Introduction  
Both the COUNTY and MUNICIPALITIES (collectively "PARTIES", individually "PARTY") have an interest in eliminating the number of deaths and injuries on their roadways. The PARTIES recognize that cooperative planning and spending can maximize the community's resources that are available for improvements and strive to partner on the FY 2024 SS4A Supplemental Planning and Demonstration Grant ("Grant").

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete the Grant. This AGREEMENT also establishes the intention of the COUNTY and MUNICIPALITIES to provide matching funds for the Grant.

The Grant provides funding for:

- A) Fixed and/or mobile speed feedback signs:
  - i. Two for Mesa County
  - ii. Six for the City of Grand Junction
  - iii. Two for the City of Fruita
  - iv. Two for the Town of Palisade
- B) A Safety Messaging and Outreach Study
- C) Development of a High-Risk Network

The AGREEMENT is in effect until the completion of the Grant.

III. Procedure

- A) The PARTIES will include funds in their 2025 budget for the local match of the Grant as shown below:

**Project Budget**

	Financial Contribution	% of Total Project Cost
<b>Federal Share</b>	<b>\$196,000</b>	<b>80%</b>
<b>Local Match</b>	<b>\$49,000</b>	<b>20%</b>
Mesa County	\$15,775	6.44%
City of Grand Junction	\$23,775	9.70%
City of Fruita	\$5,025	2.05%
Town of Palisade	\$4,425	1.81%
<b>Total Project Cost</b>	<b>\$245,000</b>	<b>100%</b>

- B) The PARTIES agree that the spirit of this Agreement is for all PARTIES to continue funding the Project until it is completed; however, all expenditures of funds by any of the PARTIES are subject to annual appropriations pursuant to Colorado law.
- C) The PARTIES will designate a Technical Team consisting of persons designated respectively by the PARTIES to advise on the management of the Grant. ; however, the Project Manager for the Grant will be the COUNTY Regional Transportation Planning Office. The PARTIES will perform their respective public relations coordinated through the Project Manager.

- D) The COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include and make applicable for the protection and benefit of the County and the Municipalities all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) Payments to the selected consultant(s) and vendor(s) for this project will be through the COUNTY Regional Transportation Planning Office.
- F) As the Fiscal Agent, the COUNTY shall be responsible for timely submitting all necessary reporting to the US Department of Transportation for the GRANT and providing copies thereof to the other PARTIES.

#### IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the MUNICIPALITIES, or as binding any PARTY to perform beyond the respective authority of each, or as requiring any PARTY to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the PARTIES hereto. The PARTIES may amend the AGREEMENT by mutual written attachment as the need arises. Any PARTY may terminate this AGREEMENT after 30 days' notice in writing to the Project Manager with the intention to do so and fulfillment of all outstanding legal and financial obligations.
- C) This AGREEMENT creates no rights to any third party.
- D) The person signing this AGREEMENT hereby warrants that he or she has the legal authority to execute this AGREEMENT on behalf of his or her respected PARTY, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.

**IN WITNESS WHEREOF**, the following authorized representatives have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY

\_\_\_\_\_  
Cody Davis, Chair  
Mesa County Board of Commissioners

\_\_\_\_\_  
ATTEST: Bobbie Gross, Clerk & Recorder  
Date: \_\_\_\_\_

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Abram Herman, Council President  
Grand Junction City Council

\_\_\_\_\_  
ATTEST: Selestina Sandoval, City Clerk  
Date: \_\_\_\_\_

CITY OF FRUITA

\_\_\_\_\_  
Matthew Breman  
City of Fruita Mayor

\_\_\_\_\_  
ATTEST: Deb Woods, City Clerk  
Date: \_\_\_\_\_

TOWN OF PALISADE

\_\_\_\_\_  
Greg Mikolai, Mayor  
Palisade Board of Trustees

\_\_\_\_\_  
ATTEST: Keli Fraiser, Town Clerk  
Date: \_\_\_\_\_



**Grand Junction City Council**

**Regular Session**

**Item #5.a.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** William Comerer, Project Engineer

---

**Information**

**SUBJECT:**

Authorization of Construction Contract for Crosby Avenue Utility Relocation Project

**RECOMMENDATION:**

Staff recommends authorizing the City Purchasing Division to execute a construction contract with Sorter Construction Inc. for the Crosby Avenue Utility Relocation Project in the amount of \$1,063,927.30.

**EXECUTIVE SUMMARY:**

This item is to award a construction contract to Sorter Construction Inc. for the Crosby Avenue Utility Relocation Project in the amount of \$1,063,927.30. This project is in preparation for the upcoming Crosby Avenue road improvements. This project will construct water, irrigation, and sanitary sewer improvements. If awarded, the project would be completed by May 2025.

**BACKGROUND OR DETAILED INFORMATION:**

The Crosby Avenue Utility Relocation Project has three primary goals:

1. **Replacement of the existing Asbestos-Cement (AC) waterline facilities.** Portions of the existing waterline in Crosby Avenue and Base Rock Street consist of AC pipe. This AC pipe will be replaced in preparation for the future Crosby Avenue Improvements project. Approximately 1,880 linear feet of 8-inch diameter PVC waterline will be installed to replace the AC pipe, along with the associated valves, fittings, fire hydrants, and water service connections. A cross will be installed at Gunnison Avenue in preparation for a future waterline that will be installed beneath the Union Pacific Railroad to improve the function of the water distribution network in the Riverside neighborhood. The ends of the existing AC waterline will be capped and abandoned in place.

2. **Relocation of the existing irrigation facilities.** A raised ditch is located on the north shoulder of Crosby Avenue. This ditch will be relocated into a pipe below grade to allow for the construction of a multi-modal path as part of the future Crosby Avenue Improvements project. The existing raised ditch will be replaced with approximately 1,440 linear feet of PIP-PVC irrigation pressure pipe. This pipe has been designed to maintain the function of the existing ditch, and provisions have been made for the delivery of irrigation water to both current and potential future water users.
3. **Rehabilitation of the existing sanitary sewer facilities.** The existing sanitary sewer pipe in Base Rock Street has deteriorated and will be rehabilitated in preparation for the future Crosby Avenue Improvements project. The existing sanitary sewer is located within an easement on the east side of Base Rock Street, over which the businesses have installed landscaping, driveways, and parking. The existing sanitary sewer pipe will be sliplined to minimize the impacts on the businesses located on Base Rock Street. Approximately 460 linear feet of the existing 15-inch diameter concrete sewer pipe will be sliplined with an 8-inch diameter PVC sewer pipe. The existing sewer services will be reconnected with saddle taps. The remaining space in the existing pipe will be filled with grout after the sliplining is complete.

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

<b>Contractor</b>	<b>Location</b>	<b>Amount</b>
Sorter Construction INC.	Grand Junction, CO	\$1,063,927.30
Sunroc Corporation	Grand Junction, CO	\$1,085,109.68

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law. If awarded, construction would begin in February 2025.

**FISCAL IMPACT:**

The costs for this project will be apportioned between the Transportation Fund for irrigation infrastructure (\$419,089.55), Water Fund for water infrastructure (\$472,954.60), and Sewer Fund for sewer infrastructure (\$171,883.15). Funding for this project is included in the 2025 Adopted Budget within the Transportation Capacity Fund and Sewer Enterprise Fund. Funding for water infrastructure is included in the 2024 Adopted Budget and is planned to be carried forward to 2025 and ratified by a Supplemental Budget Appropriation.

**SUGGESTED MOTION:**

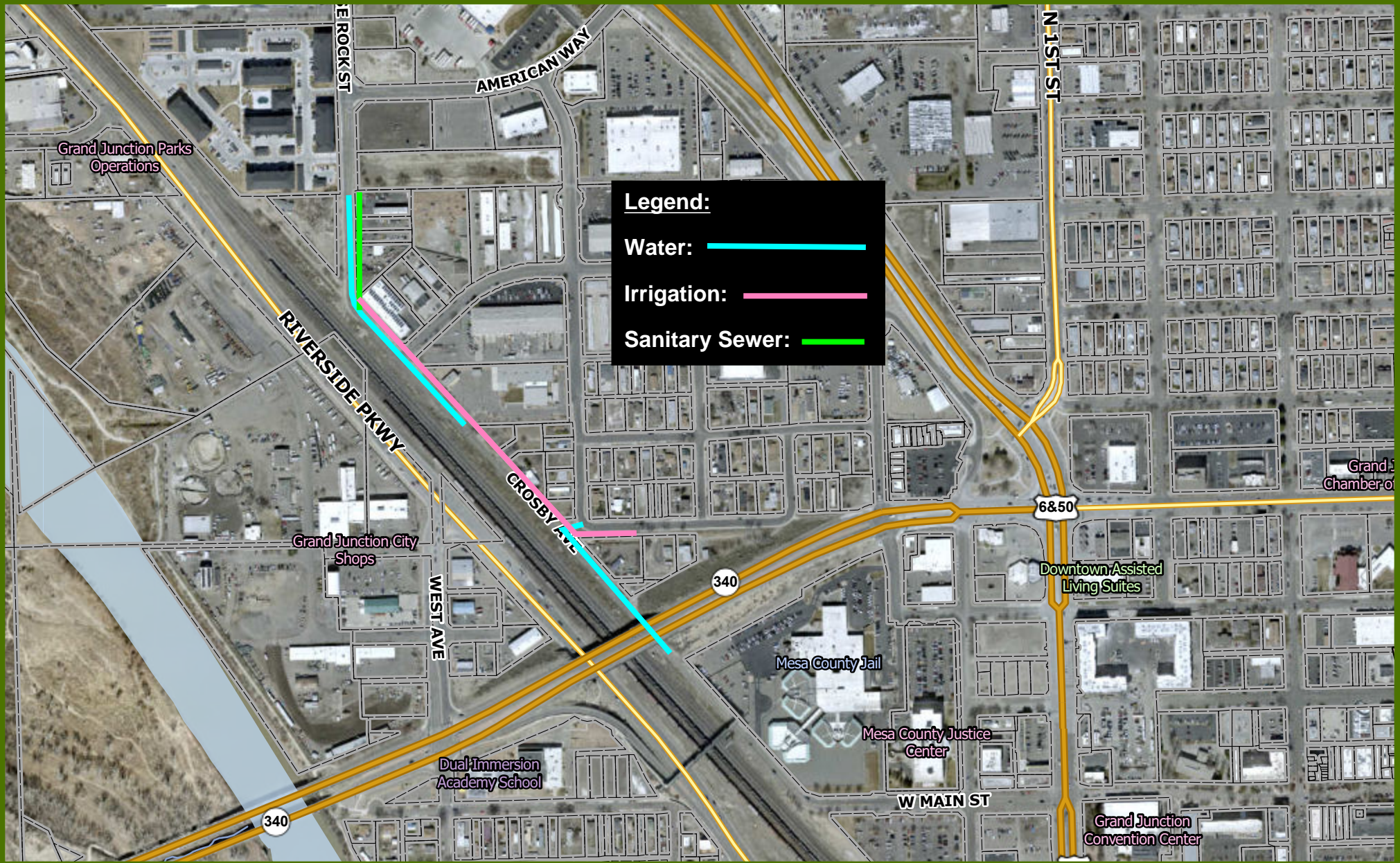
I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Sorter Construction INC. for the construction of the Crosby Avenue Utility Relocation Project in the amount of \$1,063,927.30.




**Attachments**

- 1. Crosby Avenue Utility Relocation Project



# Crosby Ave Utility Relocation Project



**Legend:**  
Water:   
Irrigation:   
Sanitary Sewer: 



Printed: 1/21/2025  
1 inch equals 500 feet  
Scale: 1:6,000  
Packet Page 113



**Grand Junction City Council**

**Regular Session**

**Item #5.b.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Lisa Froshaug, Project Manager

---

**Information**

**SUBJECT:**

Authorization of Construction Contract for Horizon Drive and G Road Roundabout

**RECOMMENDATION:**

Authorize the City Purchasing Division to Execute a Construction Contract with Sunroc Corporation for the Construction of the Horizon Drive and G Road Roundabout Project in the amount of \$3,989,783.41.

**EXECUTIVE SUMMARY:**

This request is to award a construction contract to Sunroc Corporation for the Horizon Drive and G Road Roundabout Project in the amount of \$3,989,783.41. This project will construct a modern roundabout at the intersection of Horizon Drive and G Road, and 27 1/2 Road to improve safety and address transportation capacity issues. The roundabout improvements will be implemented as part of the Corridor Plan for the Horizon Drive Business Improvement District and is being funded in part by a federal grant through the Highway Safety Improvement Program. If awarded, the project would break ground in Spring of 2025, and the contract allows for 120 working days for completion.

**BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction worked with the Horizon Drive Business Improvement District in 2012-2013 to complete a public engagement process focused on developing a vision for the Horizon Drive corridor that would improve traffic flow, increase safety, improve aesthetics, and support economic development. The results of these planning efforts led to the construction of interchange improvements at I-70 that were constructed in 2015- 2016 by CDOT. Subsequent corridor improvements included the need for crosswalks (completed in 2019), pedestrian improvements, access control, and intersection improvements at G Road / 27 ½ Road.

In 2020, the City of Grand Junction worked with Mead & Hunt to further develop the conceptual design for the Horizon Drive & G Road / 27 ½ Road Intersection. This included completing an operational analysis for the intersection and developing the horizontal geometry for a roundabout configuration that would address the capacity and safety needs of the corridor. The City of Grand Junction has secured grant assistance through the Highway Safety Improvement Program administered through CDOT for the construction of the roundabout project.

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

<b>Contractor</b>	<b>Location</b>	<b>Amount</b>
Sunroc Corporation	Grand Junction, CO	\$3,989,783.41
KSK LLC	Grand Junction, CO	\$4,365,000.00
United Companies	Grand Junction, CO	\$4,499,963.90

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law.

If the contract is awarded, the project will break ground in the Spring of 2025 and allow for 120 working days for completion.

**FISCAL IMPACT:**

The cost for this project was included in the Adopted 2024 Budget within the the Transportation Capacity Fund. This project was delayed due to real estate acquisitions and contracts were not awarded prior to the end of the 2024 budget year. Funding for this project is planned to be carried forward to 2025 and ratified by a Supplemental Budget Appropriation.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Sunroc Corporation for the construction of the Horizon Drive and G Road Roundabout Project in the amount of \$3,989,783.41.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #5.c.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Brendan Hines, Project Engineer

---

**Information**

**SUBJECT:**

Authorization of Construction Contract for Four Canyons Parkway - Phase 2A Utilities

**RECOMMENDATION:**

Authorize the City Purchasing Division to Execute a Construction Contract with Sorter Construction for the Construction of the Four Canyons Parkway - Phase 2A Utilities Project in the amount of \$724,902.74.

**EXECUTIVE SUMMARY:**

This request is to award a construction contract to Sorter Construction for the Four Canyons Parkway - Phase 2A Utilities Project in the amount of \$724,902.74. This phase of the project will include the construction and relocation of 875 feet of sanitary sewer piping, 2,140 feet of storm sewer piping, and 2,815 feet of irrigation mainline and structures. Phase 2A will be constructed in preparation for Phase 2B.

If awarded, the project would be completed by May 2025 in advance of the Phase 2B roadway improvements.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND & HISTORY**

The Four Canyons Parkway Project (formerly known as the F 1/2 Parkway Project) is a key transportation expansion initiative aimed at improving connectivity and supporting regional growth. Phase 1 of the project, which included the construction of the roundabout at 24 1/2 Road and Four Canyons Parkway, was completed on January 9th, 2025. This foundational work provided critical infrastructure to support expanding to Phase 2 of the Parkway corridor. Phase 2A, as part of the broader Phase 2B effort, focuses on essential utility installations necessary prior to beginning the roadway improvements of Phase 2B. During the construction of Phase 1, the project was

officially renamed to Four Canyons Parkway to better reflect its significance and vision for the region.

**NEED AND SCOPE**

Phase 2A is a critical component of the Four Canyons Parkway Project, focusing on the relocation and construction of underground utilities necessary for future roadway improvements (Phase 2B). This phase will include the installation of approximately 2,815 linear feet of irrigation piping, 2,140 linear feet of storm drain piping, and 875 linear feet of gravity sewer piping. Additionally, minor surface grading operations will be performed to support these utility installations. The work in Phase 2A will connect to the existing utilities constructed in Phase 1, extending the infrastructure east of the roundabout at 24 1/2 Road and Four Canyons Parkway.

A formal Invitation For Bids was issued for Phase 2A of the Parkway project via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel. There were 4 companies that submitted formal bids. All 4 of the bids were found to be responsive and responsible in the following amounts:

<b>Contractor</b>	<b>Location</b>	<b>Amount</b>
Sorter Construction, Inc.	Grand Junction, CO	\$724,902.74
Sunroc Corporation	Grand Junction, CO	\$725,601.85
Mountain Valley Contracting, Inc.	Grand Junction, CO	\$828,290.00
Gould Construction, Inc.	Glenwood Springs, CO	\$1,110,959.00

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law.

If the contract is awarded, the project would be completed by May 2025 in advance of the Phase 2 roadway improvements.

**FISCAL IMPACT:**

The cost for this project is included in the Adopted 2025 Budget within the Transportation Capacity Fund.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Sorter Construction for the construction of the Four Canyons Parkway - Phase 2A Utilities Project in the amount of \$724,902.74.

**Attachments**

1. FCPkwy Phase 2A - Project Limits
2. FCPkwy - Phase 1&2 Alignment Vicinity Map

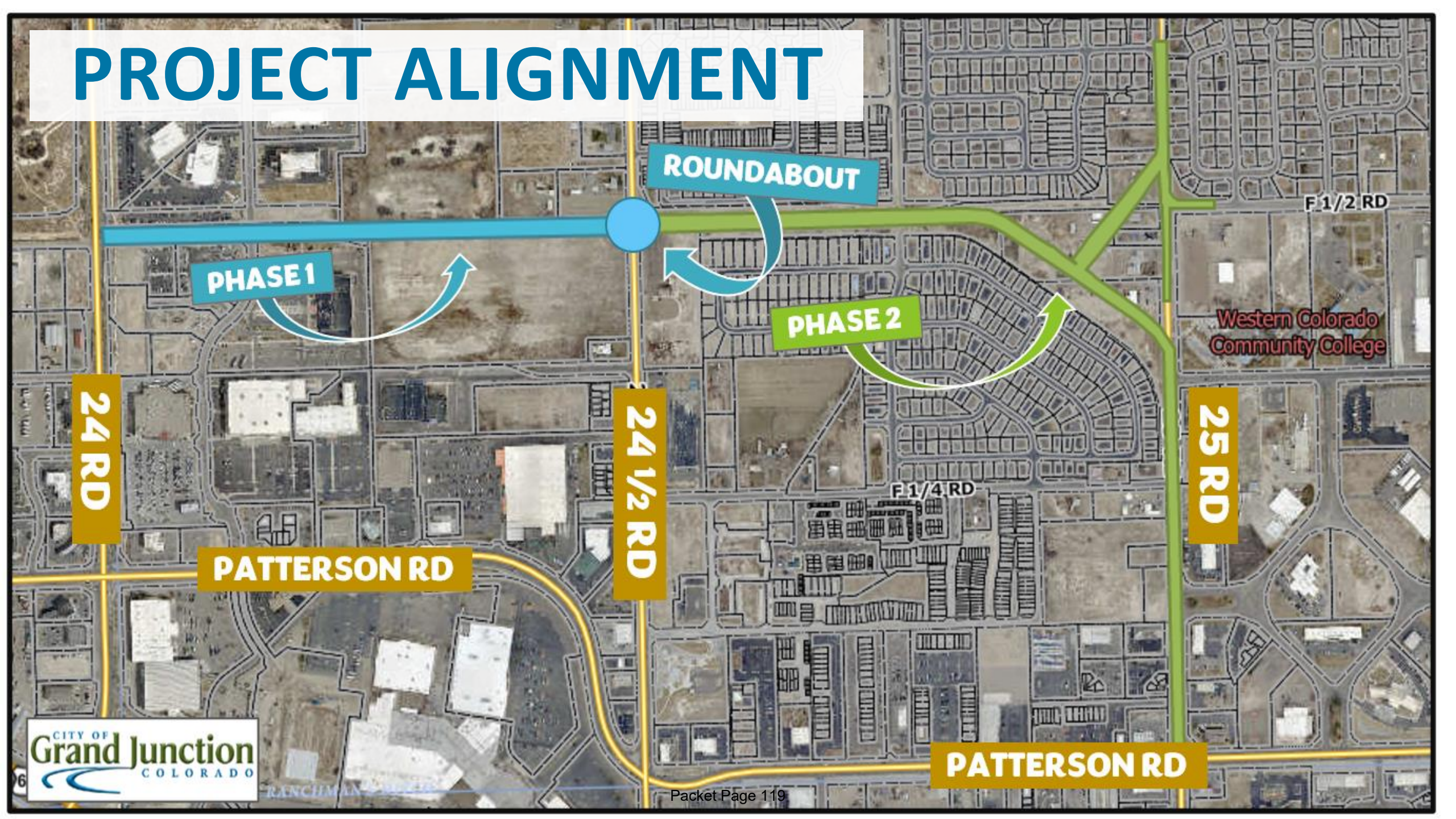
# PHASE 2A - Construction in 2025



This Project is Utility  
Installation Only:

- Sanitary
- Storm Sewer
- Irrigation
- Ute Water (Installed 2024)

# PROJECT ALIGNMENT



PHASE 1

ROUNDBOUT

PHASE 2

24 RD

24 1/2 RD

25 RD

PATTERSON RD

PATTERSON RD

F 1/2 RD

F 1/4 RD



**Grand Junction City Council**

**Regular Session**

**Item #5.d.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Toby Thieman, Project Engineer

---

**Information**

**SUBJECT:**

Authorization of Construction Contract for Waterline Replacement - Linden Phase 1

**RECOMMENDATION:**

Authorize the City Purchasing Division to Execute a Construction Contract with Sorter Construction Inc, for the Construction of the Waterline Replacement - Linden Phase 1 Project in the amount of \$990,128.45

**EXECUTIVE SUMMARY:**

The City of Grand Junction treats and delivers potable water to over 10,000 taps. To transport this water, large transmission mains funnel to smaller lines up to the service lines at each business or residence. There are three transmission lines that cross the Colorado River from Orchard Mesa. The water main in Linden Avenue feeds one of those three transmission lines. The Linden Avenue Waterline was originally installed in 1957 and has reached the end of its useful life. The material is a steel pipe and is 68 years old. To eliminate the risk of failure on this pipe it needs to be replaced. This request is to award a Construction Contract for the Waterline Replacement - Linden Phase 1 Project. This project will replace 1,960 linear feet of 24-inch diameter aging waterline with 20-inch C-900 PVC pipe under Linden Avenue from Highway 50 to Santa Clara Avenue.

**BACKGROUND OR DETAILED INFORMATION:**

This 24-inch diameter line was built using steel pipe. Due to its thickness that gives it its strength it also increases the amount of work required to remove it. To minimize construction costs, a design utilizing a 3' offset to create a new alignment was chosen as the replacement line location. There are instances where the existing alignment needs to be followed, which will require cautious excavation. There are also many instances where the existing 24" line needs to be cut out or removed to install a



connection that crosses the existing main and connects to the new water main. The existing line will remain in place and will be filled with a flowable structural grout that will eliminate the possibility of creating a void or sinkhole under Linden Avenue. In the map below, the wide blue line highlights the route for the Linden Avenue Watermain that will be replaced with this contract.



A formal Invitation for Bids was issued for the first phase of the project via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel. Four companies submitted formal bids. The bids in the table below are listed with the following amounts:

<b>Contractor</b>	<b>Amount</b>	<b>Location</b>
Sorter Construction Inc.	\$990,128.45	Grand Junction, CO
Sunroc Inc.	\$1,189,073.00	Grand Junction, CO
Mountain Valley Contracting Inc.	\$1,238,531.50	Grand Junction, CO
Dirtworks Construction Inc.	\$1,565,476.25	Grand Junction, CO

If the contract is awarded, the project would break ground in Spring of 2025 and be completed by May 2025.

Per Section 1.1.3 of the Purchasing Manual, Confidential information obtained during procurement activities will be respected and protected as provided by law.

**FISCAL IMPACT:**

Funding for this project is included in the 2025 Adopted Budget for the Water Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a contract with Sorter Construction Inc. for the construction of the Waterline Replacement - Linden Phase 1 Project in the amount of \$990,128.45

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #5.e.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Randi Kim

---

**Information**

**SUBJECT:**

Authorization of Services Contract for Utility Billing Printing and Mailing

**RECOMMENDATION:**

Staff recommends authorization for the City Purchasing Division to approve a contract with The Master's Touch, LLC. in the amount of \$254,388.00 for utility billing printing and mailing services.

**EXECUTIVE SUMMARY:**

The City outsources bill printing and mailing services as a cost-effective means to deliver utility bills to customers for water, wastewater, solid waste, and recycling services. The current contract will expire so the City issued an RFP for these services. As a result of a competitive procurement process, Staff recommends authorization for the City Purchasing Division to approve a contract with The Master's Touch, LLC. in the amount of \$254,388.00 for utility billing printing and mailing services.

**BACKGROUND OR DETAILED INFORMATION:**

Due to the high volume of bills (more than 360,000 in 2023), the City outsources bill printing and mailing services as a cost-effective means to deliver utility bills to customers for water, wastewater, solid waste, and recycling services. The City last entered into an annual contract with The Master's Touch, LLC on February 19th, 2021 with a competitive procurement process and issued three additional one-year contract renewals. Since this contract expires in February 2025, the City issued an RFP for these services.

A formal solicitation for Request for Proposals for Utility Billing Printing & Mailing Services (RFP-5524-25-KF) was disseminated through BidNet Direct, reaching 1,913 suppliers and resulting in approximately 75 document/plan takers. The solicitation was

further promoted via the Grand Junction Chamber of Commerce, advertisements in The Daily Sentinel, and posting on the City's Purchasing website.

In response to the RFP, the City received proposal responses from 15 firms. Following the RFP process, only the names and business locations of the proposing firms are disclosed:

- 360S2G, San Francisco, CA
- A.B. Data, Ltd., Milwaukee, WI
- Amsive, Greenville, SC
- BMS Technologies, Bend OR
- Epiq Corporate Restructuring LLC, New York, NY
- KUBRA America West, Inc., Gardena, CA
- Lineage Connect, Kansas City, MO
- Matrix Imaging Solutions, LLC, Coppell, TX
- Mid America Computer Corporation, Blair, NE
- Midwest Connect, Denver, CO
- One 2 One Communications LLC dba ONESOURCE, Buffalo Grove, IL
- Peregrine Services Inc., Monroe, LA
- Runbeck Election Services, LLC, Phoenix, AZ
- The Masters Touch, LLC, Tempe, AZ
- Ubeo Business Services, Pleasanton, CA

A dedicated evaluation committee thoroughly reviewed and scored the proposals based on the criteria outlined in the solicitation. Key factors considered included each proposer's understanding of the City's objectives and services, USPS Full-Service and Seamless Acceptance credentials, relevant experience and qualifications, strategy and implementation plan, and proposed fees.

After a thorough evaluation and following interviews conducted with the top two proposers, The Master's Touch, LLC was identified as the most qualified and cost competitive firm to deliver the required services. The Master's Touch, LLC owns specialized equipment for high-quality, high-volume printing and mailing. The Master's Touch, LLC is also a premier customer of the U.S. Postal Service. Therefore, Staff recommends authorization for the City Purchasing Division to approve a new contract with The Master's Touch, LLC. in the amount of \$254,388.00 for utility billing printing and mailing services.

Under Section 1.1.3 of the City's Purchasing Manual, all confidential information obtained during the procurement process has been respected and protected in compliance with applicable laws.

**FISCAL IMPACT:**

The costs for utility billing printing and mailing services is included in the 2025 Adopted Budget for the Water Enterprise Fund.

**SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to approve a contract with The Master's Touch, LLC. in the amount of \$254,388.00 for utility billing printing and mailing services.

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #6.a.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** Thomas Lloyd, Senior Planner  
**Department:** Community Development  
**Submitted By:** Thomas Lloyd, Senior Planner

---

**Information**

**SUBJECT:**

A Resolution Vacating a 15-foot Public Utility Easement Located at 1530 North Avenue

**RECOMMENDATION:**

Staff recommends conditional approval of this request.

**EXECUTIVE SUMMARY:**

The Applicant, Amaretto Creek Communities LLC, is requesting the vacation of a 15-foot utility easement. The existing 15-foot utility easement consists of 2 sections. "Pod A" consists of a 139.07 feet long easement and "Pod B" consists of a 195.84 feet long easement. The applicant is requesting the full vacation of both of these. The applicant is requesting the vacation to consolidate five (5) existing parcels into one lot in anticipation of developing multi-family residential units in the MU-2 zone district.

**BACKGROUND OR DETAILED INFORMATION:**

**BACKGROUND**

The proposed vacation area of "Pod A" is of the utility easement which bisects Lots 1, 2, and 3 of Block 3 of the ParkPlace Heights subdivision. The proposed vacation area of "Pod B" is of the utility easement in the western portion of Lot 3 of Block 3 of the ParkPlace Heights subdivision. The easement was dedicated in 1951 as part of the ParkPlace Heights subdivision.

The Applicant is requesting the vacations to consolidate five (5) existing parcels into one lot in anticipation of developing multi-family residential units in an MU-2 zone district. The Applicant would like to vacate the utility easement so they don't have to build around the easement. The Simple Subdivision for the anticipated project was approved in August of 2023.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting is required for a vacation of easement request pursuant to Section 21.02.050(o) of the Zoning and Development Code. A Neighborhood Meeting was held virtually on Microsoft Teams on December 5th at 5:30 p.m. City staff and the applicant's representatives were in attendance, but no members of the public attended.

Notice was completed consistent with Section 21.02.30(g) provisions of the Zoning and Development Code. The subject property has been posted with an application sign. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards were sent to surrounding property owners within 500 feet of the subject property on January 3, 2025. The notice of this public hearing was published on January 4, 2025, in the Grand Junction Daily Sentinel.

## **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(o). The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

### **A. The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City;**

The request to vacate the existing 15-foot utility easement does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Vacation of these portions of the easement will have no impact on public facilities or services provided to the general public, demonstrated by no objection to the request by the public utility beneficiaries of the easement.

Further, the applicant requests the vacation to facilitate future mixed-use and multifamily redevelopment of the site. Since the easements run through the middle of the property, removing the easement maximizes the amount of land that can be used for the infill development. The vacation request is consistent with the following goals and policies of the Comprehensive Plan:

- Plan Principle 2.2.c – Urban Reinvestment: Continue efforts to revitalize Downtown and other mixed-use areas to create vibrant urban areas attractive to young professionals and other workers.
- Plan Principle 3.2 – Underutilized Properties: Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings including, but not limited to: i) adaptive reuse of existing buildings, ii) infill of existing surface parking lots.

Therefore, staff has found the request consistent with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and therefore, this criterion has been met.

### **B. No parcel shall be landlocked as a result of the vacation;**

The existing 15-foot utility easement is not needed to provide access to the subject or any property. Utility easements are generally established to provide space for

underground utilities and for the maintenance of utilities. Therefore, staff has found that this criterion has been met.

**C. Access to any parcel shall not be restricted to the point that access is unreasonable, economically prohibitive, and/or reduces or devalues any property affected by the proposed vacation;**

This vacation request does not impact access to any parcel and as such, staff finds this criterion has been met.

**D. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services); and**

This 15' utility easement was granted to the public on the ParkPlace Heights subdivision plat. The easement has had a sanitary sewer line in the north-south portion along the west edge of Lot 3 Block 3 and in the east-west portion on the south side of Lot 3 Block 3. The applicant has relocated the sewer line to Glenwood Avenue and 16th Street. The Xcel Energy lines and pole that remain are in the multipurpose easement that will be granted with the new subdivision plat. There will be no impact on any known public facilities and services. City Engineering, Xcel Energy, Grand Valley Irrigation, and Grand Valley Drainage all had no objection to this vacation.

**E. The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation.**

The proposed public utility easement vacation will not impact public facilities or services because there are no public facilities or services located in the utility easement except in the area where a new multipurpose easement shall be granted on the new plat. With the new plat creating one large lot of all the lots owned by the applicant, there is no need for the public utility easement. Staff finds that this criterion has been met.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Amaretto Creek Public Utility Easement Vacation, VAC-2024-148, located on a 1.89-acre parcel located at 1530 North Avenue, the following findings of fact have been made with the recommended conditions of approval:

The request with the following conditions conforms with Section 21.020.050(o) of the Zoning and Development Code.

Therefore, Staff recommended the approval of the requested vacation with the following conditions:

1. The applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents, and/or dedication documents
2. The vacation shall not be effective until the Simple Subdivision, File #SSU-2022-821, is recorded.
3. The vacation resolution shall be void if the above conditions have not been met



within two years of the City Council’s approval of the vacation.

The Planning Commission heard this request at the January 14, 2025, meeting and voted unanimously to recommend conditional approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact with this request.

**SUGGESTED MOTION:**

On the Amaretto Creek Easement Vacation request, located at 1530 North Avenue, City File number VAC-2024-148, I move that the Grand Junction City Council (adopt/deny) Resolution 06-25, a resolution vacating a 15-foot public utility easement on a 1.89-acre parcel located at 1530 North Avenue.

**Attachments**

- 1. Attachment 1 Development Application
- 2. Attachment 2 Site Map
- 3. Attachment 3 Legal Description and Exhibit
- 4. Attachment 4 - Planning Commission Minutes - 2025 - January 14 - DRAFT
- 5. Res-1530 EASEMENT VACATION 20250124



## Development Application

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

Petition For:

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

Existing Land Use Designation	<input type="text"/>	Existing Zoning	<input type="text"/>
Proposed Land Use Designation	<input type="text"/>	Proposed Zoning	<input type="text"/>

### Property Information

Site Location:	<input type="text" value="1530 &amp; 1520 NORTH AVE &amp; 3 Parcels W/O addresses, G"/>	Site Acreage:	<input type="text" value="1.2"/>
Site Tax No(s):	<input type="text" value="2945-123-23-005,012,009,008,002"/>	Site Zoning:	<input type="text" value="MU-2"/>
Project Description:	<input type="text" value="Easement Vacation for the above-mentioned parcels."/>		

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

**NOTE: Legal property owner is owner of record on date of submittal.**

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Amaretto Creek Communities, LLC ("Entity") is the owner of the following property:

(b) 1530 & 1520 North Avenue, Grand Junction, CO 81501

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Owner for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Simple Subdivision Application

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) N/A

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: *Robert W. Jones II*

Printed name of person signing: Robert W. Jones II

State of Colorado )

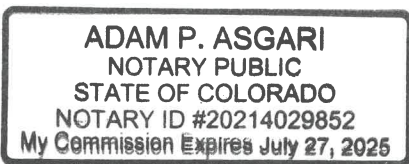
County of Mesa ) ss.

Subscribed and sworn to before me on this 1st day of November, 2022

by Robert W. Jones II

Witness my hand and seal.

My Notary Commission expires on 07/27/2025



*Adam Asgari*  
Notary Public Signature



**Amaretto Creek Communities  
Easement Vacation  
Project Report**

Date: August 27, 2024

Prepared by: Robert W. Jones II, P.E.  
Vortex Engineering and Architecture, Inc.  
861 Rood Avenue  
Grand Junction, CO 81501  
(970) 245-9051  
VEAI# F22-076

Submitted to: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Type of Design: Easement Vacation

Property Owner: AMARETTO CREEK COMMUNITIES, LLC  
P.O. BOX 3802  
GRAND JUNCTION, CO 81502

Property Address: 1530 & 1520 North Avenue & 3 parcels with no assigned addresses  
Grand Junction, CO 81501

Tax Parcel No: 2945-123-23-005  
2945-123-23-012  
2945-123-23-008  
2945-123-23-009  
2945-123-23-002

## **Table of Contents**

<b>Project Intent</b> .....	<b>2</b>
<b>Project Description</b> .....	<b>4</b>
Legal Descriptions .....	5
<b>Public Notice</b> .....	<b>5</b>
<b>Approval Criteria</b> .....	<b>5</b>
<b>Conclusion</b> .....	<b>6</b>
<b>Limitations/Restrictions</b> .....	<b>7</b>

## **List of Figures**

<b>Figure 1: Site Map</b> .....	<b>3</b>
<b>Figure 2 Easement Vacation Exhibit</b> .....	<b>4</b>

## **Project Intent**

The applicant is requesting the vacation of a City Easement. This site is the old Far East Restaurant which has been vacated and closed for quite some time.

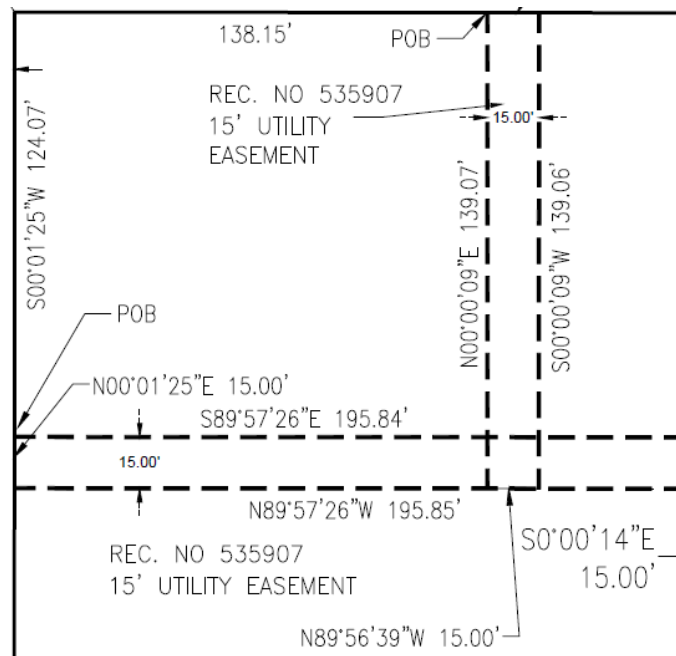


Figure 1: Site Map

# Project Description

The Far East Restaurant site is scheduled to be redeveloped and as a first step, the applicant is requesting a vacation of a 15' Utility Easement that was recorded under Rec. No. 535907.

The subject property includes 5 individual lots (1530 & 1520 North Avenue & 3 parcels with no assigned addresses) located on the east side of intersection of North Ave and North 15<sup>th</sup> street. The purpose of a concurrent simple-subdivision application is to consolidate five (5) existing parcels into one (1) lot in anticipation of developing multi-family residential units on a total of 1.15 +/- acres in an existing C-1 (Light Commercial) zone district and the North Avenue Overlay Zone District.



**Figure 2 Easement Vacation Exhibit**



## Legal Descriptions

### Parcel #1

1530 North Avenue, Grand Junction, CO 81501, Tax Parcel # 2945-123-23-005  
LOT 8 + E 32.3FT OF LOT 9 BLK 3 PARKPLACE HEIGHTS

### Parcel #2

1520 North Avenue, Grand Junction, CO 81501, Tax Parcel # 2945-123-23-012  
W 31.3FT OF LOT 9 + ALL OF LOT 10 BLK 3 PARKPLACE HTS SEC 12 1S 1W

### Parcel #3

No assigned address, Tax Parcel # 2945-123-23-009  
S 39.07FT OF W 100FT OF LOT 2 BLK 3 PARKPLACE HEIGHTS

### Parcel # 4

No assigned address, Tax parcel # 2945-123-23-002  
E 38.16FT OF LOTS 1 + 2 + ALL LOT 3 BLK 3 PARKPLACE HEIGHTS

### Parcel #5

No assigned address, Tax Parcel # 2945-123-23-008  
BEG NW COR LOT 1 BLK 3 PARK PLACE HEIGHTS S 100FT E 100FT N 100FT W  
TO BEG

## Public Notice

Public notice for this application will be provided in accordance with Sec. 21.02.030 of the Grand Junction Municipal Code.

## Approval Criteria

General Approval Criteria in Section 21.02.050(o)(2)(iii)(B) of the City of Grand Junction Municipal Code states that Planning Commission shall recommend to and the City Council shall decide on all other request in light of the following criteria:

(a) The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City.

**Response:** The future land use designation of the proposed development is designated as Light Commercial. The commercial land use designation provides for concentrated areas of retail, services, and employment that supports both City residents and those in the surrounding region. The proposed development is consistent with the type of growth

envisioned by the Future Land Use Map in the Comprehensive Plan and is supported by multiple goals and policies in the Comprehensive Plan, as described earlier in this report.

**This criterion has been met.**

(b) No parcel shall be landlocked as a result of the requested vacation

**Response:** No parcel boundaries are adjusted or created with this vacation request.

**This criterion is not applicable.**

(c) Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation.

**Response:** No parcel access shall be restricted as a result of the requested vacation.

**This criterion is not applicable.**

(d) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced, including, but not limited to, police and fire protection and utility services.

**Response:** The public utility contained in the easement has already been relocated, so there shall be no adverse impacts as a result of the requested vacation.

**This criterion has been met.**

(e) The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation.

**Response:** The public utility contained in the easement has already been relocated, so there shall be no adverse impacts as a result of the requested vacation.

**This criterion has been met.**

(e) The proposal shall not hinder public and City functions.

**Response:** The public utility contained in the easement has already been relocated, so there shall be no adverse impacts as a result of the requested vacation.

**This criterion has been met.**

## **Conclusion**

After demonstrating how the easement vacation requests meets the goals, policies and Guiding Principles of the Grand Junction Comprehensive Plan, the Zoning and Development Code and other development regulations of the City of Grand Junction, the applicant respectfully requests easement vacation.

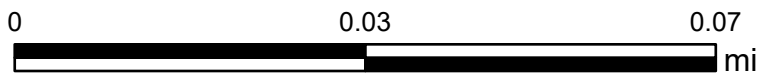
## **Limitations/Restrictions**

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

# Site Map



Printed: 12/20/2024  
1 inch equals 94 feet  
Scale: 1:1,128  
Packet Page 140

EASEMENT VACATION DESCRIPTION

**EXHIBIT A**

A parcel of land situated in the W1/2 SE1/4 SW1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2 " Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31°58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Southerly Right of Way Line of said Glenwood Avenue; Thence South 89°57'05" East a distance of 138.15 feet along said Southerly Right of Way Line to the point of beginning "A".

Thence South 89°57'05" East a distance of 15.00 feet;

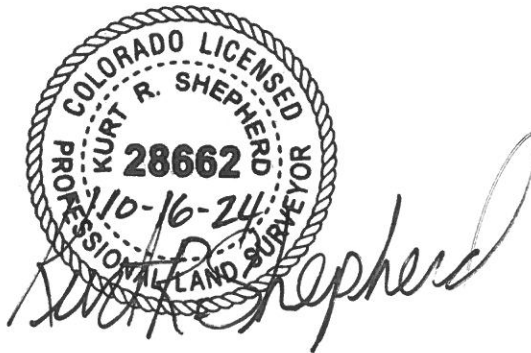
Thence South 00°00'09" West a distance of 139.06 feet;

Thence North 89°56'39" West a distance of 15.00' feet;

Thence North 00°00'09" East a distance of 139.07 feet to the point of beginning.

Containing 2086 square feet, more or less.

ALSO INCLUDING:



A parcel of land situated in the W1/2 SE1/4 SW1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2 " Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31°58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Easterly Right of Way Line of said North Fifteenth Street; Thence South 00°01'25" West a distance of 124.07 feet along said Easterly Right of Way Line to the point of beginning "B".

Thence South 89°57'26" East a distance of 195.84 feet;

Thence South 00°00'14" East a distance of 15.00 feet;

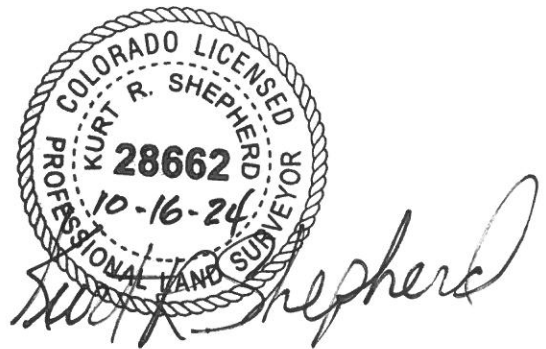
Thence North 89°57'26" West a distance of 195.85' feet;

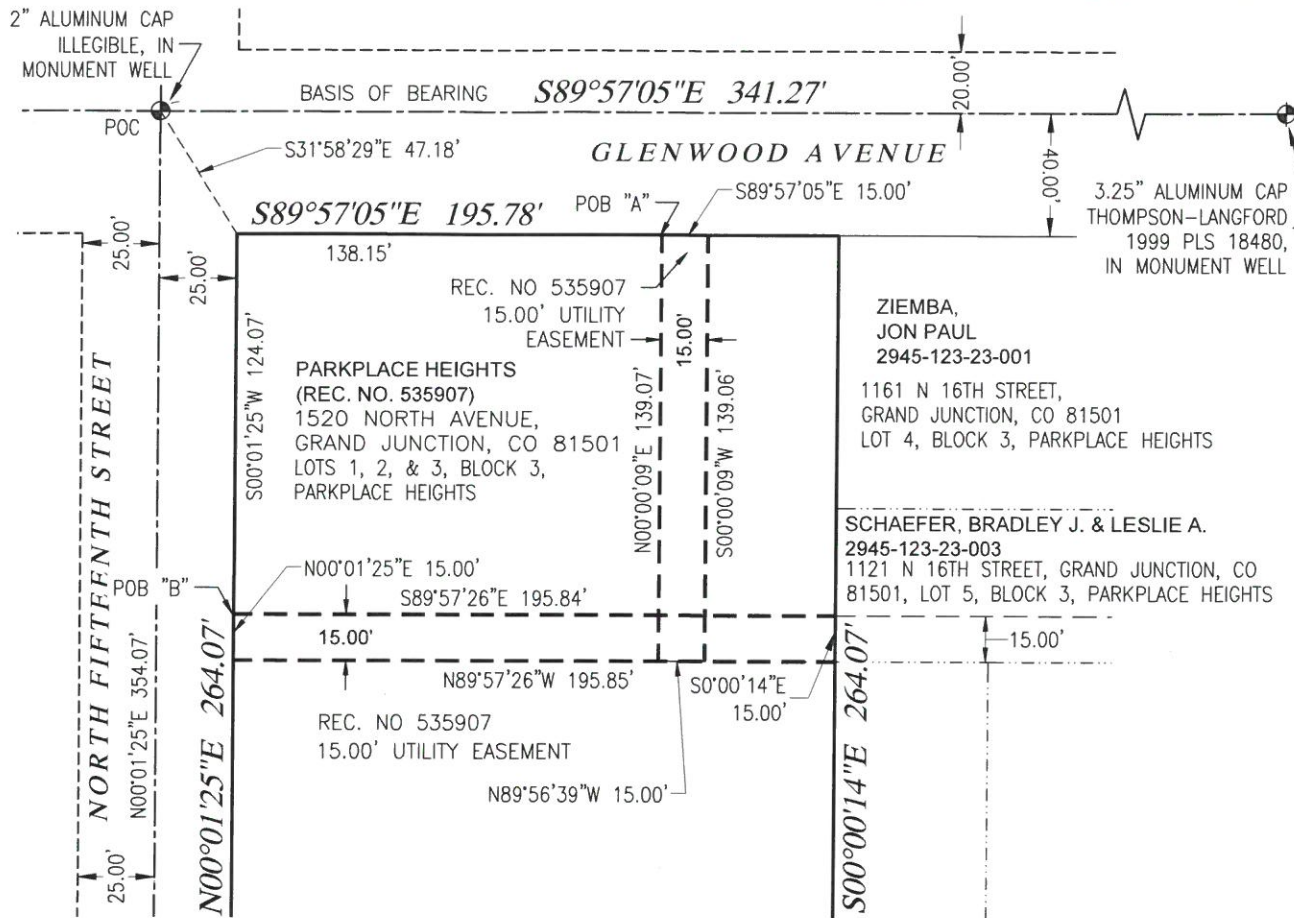
Thence North 00°01'25" East a distance of 15.00 feet to the point of beginning.

Containing 2938 square feet, more or less.

See EXHIBIT for graphical representation.

This description was written by:  
Kurt R. Shepherd, PLS  
861 Rood Avenue  
Grand Junction, CO. 81501





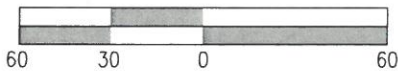
**LEGEND**

- PROPERTY LINE
- - - - - EXISTING EASEMENT
- - - - - RIGHT OF WAY
- - - - - CENTERLINE

- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- REC. NO. - RECEPTION NUMBER
- PLS - PROFESSIONAL LAND SURVEYOR

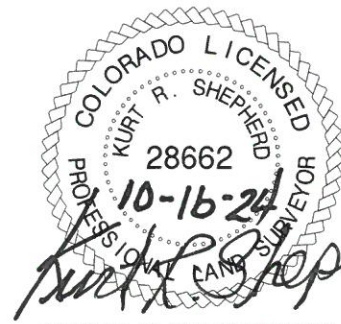


SCALE IN FEET



1" = 60'

LINEAL UNITS = U.S. SURVEY FEET



KURT R. SHEPHERD 28662

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

3 OF 3

**EXHIBIT B**  
**UTILITY EASEMENT VACATION**  
 A PART OF PARKPLACE HEIGHTS  
 W1/2 SE1/4 SW1/4 SEC 12, T1S, R1W, UTE MERIDIAN

PROJECT NO: F22-076      DATE: 10/16/2024      DRAWN BY: RAS      CHECKED BY: KRS

- Civil & Consulting Engineering
- Construction Management & Site Planning
- Feasibility Studies Permit Expediting
- Environmental Scientists
- Project Management
- Hydrologic Studies

Prepared By  
**VORTEX**  
**ENGINEERING, INC.**  
 861 Rood Avenue  
 Grand Junction, CO 81501  
 (970) 245-9051

**GRAND JUNCTION PLANNING COMMISSION**  
**January 14, 2025, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Quintero.

Those present were Planning Commissioners; Shanon Secrest, Ian Moore, and Ian Thomas.

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

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

*As Chair Teske and Vice Chair Scissors were absent, a motion was held to select a member of the Commission to act as Chair for this hearing.*

Commissioner Moore made a motion to appoint Commissioner Quintero as the temporary Chair.

*Commissioner Thomas seconded; motion passed 4-0.*

**CONSENT AGENDA**

---

**1. Approval of Minutes**

Minutes of Previous Meeting(s) from December 10, 2024.

**2. Amaretto Creek Easement Vacation**

**VAC-2024-148**

Consider a request by Amaretto Creek Communities LLC to vacate a 15-foot public utility easement on 1.89 acres in a MU-2 (Mixed Use - Corridor) zone district at 1530 North Avenue.

**3. Goose Downs Subdivision Plat Extension**

**SUB-2020-662**

Consider a request by River City Consultants on behalf of Terry DeHerrera (owner) – to extend for 1 year, the plat recording deadline for the first phase of Goose Downs Subdivision, 14 of 53 lots on 14.7 acres in an R-4 (Residential -4) zone district.

Commissioner Secrest moved to approve the consent agenda.

*Commissioner Thomas seconded; motion passed 4-0.*

**REGULAR AGENDA**

---

**OTHER BUSINESS**

Niki Galehouse noted that the January 28 hearing was cancelled as there were no items to be considered.

**ADJOURNMENT**

---



Commissioner Moore moved to adjourn the meeting.  
*The vote to adjourn was 4-0.*

The meeting adjourned at 5:37 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION VACATING A 15-FOOT PUBLIC UTILITY EASEMENT ON A PARCEL OF LAND LOCATED AT 1530 NORTH AVENUE, GRAND JUNCTION, COLORADO**

**RECITALS:**

Amaretto Creek Communities, LLC (Applicant) has applied for the vacation (Vacation) of a 15-foot public utility easement burdening the parcel of land located at 1530 North Avenue (Property). The Applicant has represented that If approved, the Vacation will accommodate redevelopment of the Property.

The utility easement was intended for the placement of public utilities. The easement originally had a sanitary sewer line, but the Applicant has relocated the sewer line to Glenwood Avenue and 16th Street. The Xcel Energy lines and pole that remain are in the multipurpose easement that will be granted with the new subdivision plat. There will be no impact on any known public facilities and services if the Vacation is approved.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the 15-foot public utility easement is consistent with the Comprehensive Plan and Section 21.02.050(o) of the Grand Junction Zoning & Development Code.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED AND DEDICATED 15-FOOT PUBLIC UTILITY EASEMENT ON THE PROPERTY IS HEREBY VACATED SUBJECT TO CONDITIONS PROVIDED HEREIN:

1. The Applicant shall pay all recording/documentary fees for/associated with the Vacation and the preparation and recordation of any easement documents, and/or dedication documents and this Resolution.
2. The Vacation shall not be effective until the Simple Subdivision, File #SSU-2022-821, is recorded.
3. This Resolution and the Vacation shall be void if the conditions have not been met within two years of the City Council's approval hereof.

The Property is described as a parcel of land situated in the W1/2 SE1/4 SW1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa

County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2 "Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31 °58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Southerly Right of Way Line of said Glenwood Avenue; Thence South 89°57'05" East a distance of 138.15 feet along said Southerly Right of Way Line to the point of beginning "A".

Thence South 89°57'05" East a distance of 15.00 feet;

Thence South 00°00'09" West a distance of 139.06 feet;

Thence North 89°56'39" West a distance of 15.00' feet;

Thence North 00°00'09" East a distance of 139.07 feet to the point of beginning.

Containing 2086 square feet, more or less.

**ALSO INCLUDING:**

A parcel of land situated in the W1/2 SE 1/4 SW 1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2" Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31 °58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Easterly Right of Way Line of said North Fifteenth Street; Thence South 00°01 '25" West a distance of 124.07 feet along said Easterly Right of Way Line to the point of beginning "B".

Thence South 89°57'26" East a distance of 195.84 feet;

Thence South 00°00' 14" East a distance of 15.00 feet;

Thence North 89°57'26" West a distance of 195.85' feet;

Thence North 00°01'25" East a distance of 15.00 feet to the point of beginning.

Containing 2938 square feet, more or less.

See Exhibit B.

The Conditions stated above shall be completed on or before the date two years from the date of adoption.

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and ordered published in pamphlet form.

ATTEST:

---

Selestina Sandoval  
City Clerk

---

Abram Herman  
President of the City Council



**EASEMENT VACATION DESCRIPTION**  
**EXHIBIT A**

A parcel of land situated in the W1/2 SE1/4 SW1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2 " Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31°58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Southerly Right of Way Line of said Glenwood Avenue; Thence South 89°57'05" East a distance of 138.15 feet along said Southerly Right of Way Line to the point of beginning "A".

Thence South 89°57'05" East a distance of 15.00 feet;

Thence South 00°00'09" West a distance of 139.06 feet;

Thence North 89°56'39" West a distance of 15.00' feet;

Thence North 00°00'09" East a distance of 139.07 feet to the point of beginning.

Containing 2086 square feet, more or less.

ALSO INCLUDING:



A parcel of land situated in the W1/2 SE1/4 SW1/4 of Section 12, Township 1 South, Range 1 West of the UTE Meridian, City of Grand Junction, Mesa County, Colorado, all located within Parkplace Heights recorded at reception number 535907, being described as follows:

Commencing at said Parkplace Heights Block Monument Corner located at the intersection of North Fifteenth Street and Glenwood Avenue, being a 2" Aluminum Cap in monument well, whence said Parkplace Heights Block Monument Corner located at the intersection of North Sixteenth Street and Glenwood Avenue, being a 3.25" Aluminum Cap in monument well, bears South 89°57'05" East a distance of 341.27 feet; Thence South 31°58'29" East 47.18 feet to the Northwest Corner of Block 3 of said Parkplace Heights also being Easterly Right of Way Line of said North Fifteenth Street; Thence South 00°01'25" West a distance of 124.07 feet along said Easterly Right of Way Line to the point of beginning "B".

Thence South 89°57'26" East a distance of 195.84 feet;

Thence South 00°00'14" East a distance of 15.00 feet;

Thence North 89°57'26" West a distance of 195.85' feet;

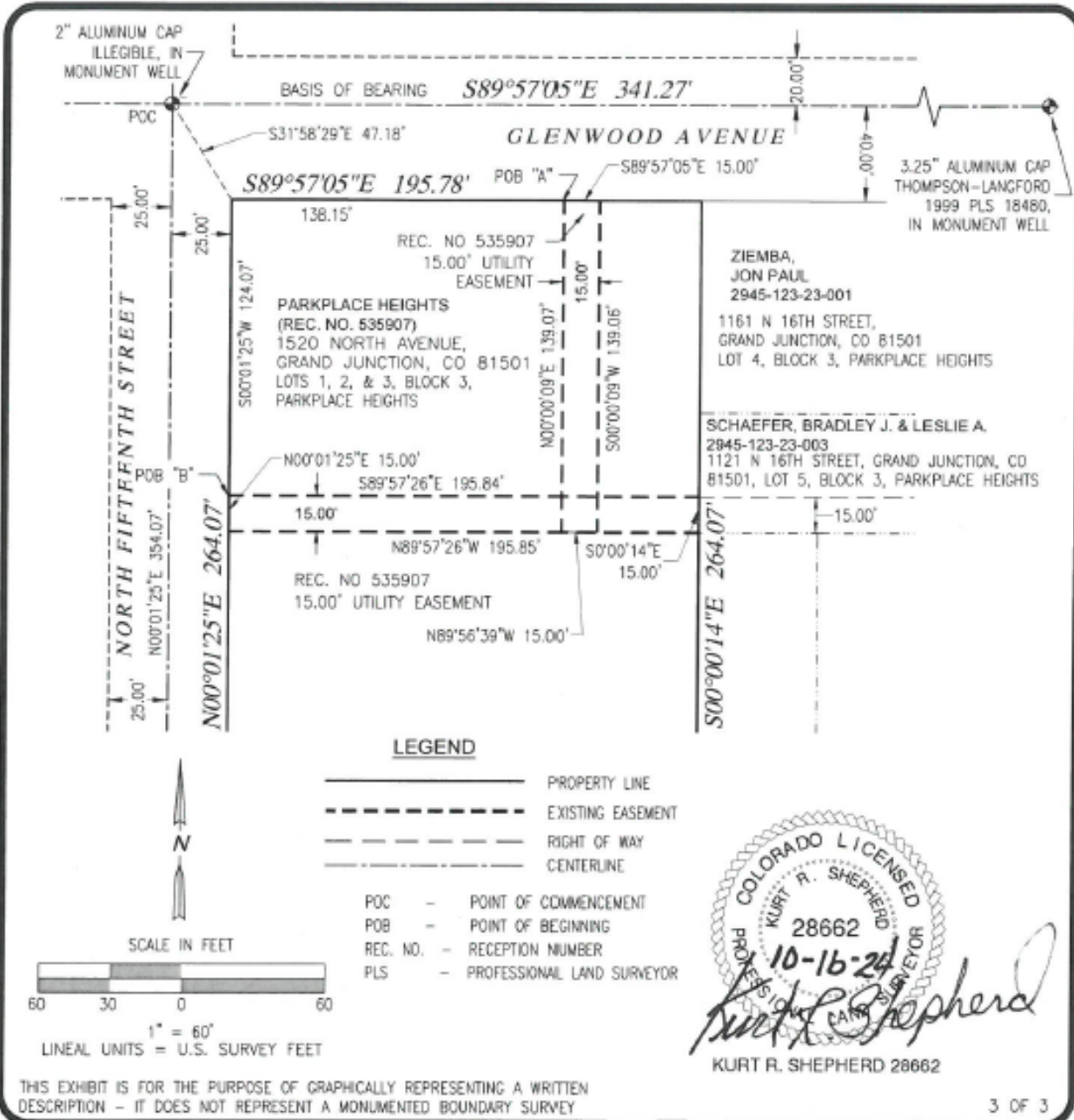
Thence North 00°01'25" East a distance of 15.00 feet to the point of beginning.

Containing 2938 square feet, more or less.

See EXHIBIT for graphical representation.

This description was written by:  
Kurt R. Shepherd, PLS  
861 Rood Avenue  
Grand Junction, CO. 81501





**EXHIBIT B**  
**UTILITY EASEMENT VACATION**  
**A PART OF PARKPLACE HEIGHTS**  
**W1/2 SE1/4 SW1/4 SEC 12, T1S, R1W, UTE MERIDIAN**

PROJECT NO: F22-076      DATE: 10/16/2024      DRAWN BY: RAS      CHECKED BY: KRS

Prepared By

**VORTEX**  
**ENGINEERING, INC.**  
861 Rood Avenue  
Grand Junction, CO 81501  
(970) 245-9051

- Civil & Consulting Engineering
- Construction Management & Site Planning
- Feasibility Studies Permit Expediting
- Environmental Scientists
- Project Management
- Hydrologic Studies





## Grand Junction City Council

### Regular Session

Item #7.a.i.

---

**Meeting Date:** February 5, 2025  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** Selestina Sandoval

---

### Information

#### **SUBJECT:**

An Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election

#### **RECOMMENDATION:**

City Council discussion and public hearing on second reading of an ordinance to amend the City Charter to change the general municipal election date from the first Tuesday in April of odd-numbered years to the first Tuesday in November of odd-numbered years and to extend the terms of current council members to coincide with the change in election dates.

#### **EXECUTIVE SUMMARY:**

At the City Council workshop on January 13, 2025, Council heard a presentation from Staff regarding options for conducting future municipal elections. Two options were presented, summarizing the pros and cons of keeping the regular municipal elections in April and those of moving them to November to coordinate with Mesa County Elections. Direction was given by Council to move forward with an ordinance for consideration at a regular meeting to place this on the April 8, 2025, ballot for a charter amendment to move elections to November.

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

The City Council has determined that it may, as finally determined by the voters, be in the best interest of the City to coordinate elections with the countywide general election in November of odd-numbered years. Coordinated elections in November will be less costly and more efficient and convenient for voters to receive a single ballot at the

regular municipal election for municipal, Mesa County, and statewide offices and ballot issues.

If the proposed ordinance is adopted, the City Council will submit to the City voters proposed amendments to the City Charter, asking the voters to determine if establishing the City's General Election date as the first Tuesday after the first Monday in November of every second year (odd-numbered years) and further amending the Charter as necessary and required and to implement that change and other consequential changes that follow is in the best interest of the City. This change will impact the terms of those council members whose terms expire in 2027. The proposed ordinance extends those terms to the second Monday in January 2028 following the 2027 election. Those council members are in Districts B, C, and one at-large seat. Districts A, D, E, and the second at-large seat voted into office on April 8, 2025, will have terms expiring on the second Monday of January 2030, following the November 2029 election.

**FISCAL IMPACT:**

If approved by the Council and authorized by the voters, corresponding costs for future coordinated municipal elections with Mesa County Elections will be included in the appropriate budget.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5246, an ordinance proposing amendments to the Charter of the City of Grand Junction, Colorado, to change the general municipal election date from the first Tuesday in April of odd-numbered years to the first Tuesday in November of odd-numbered years and to extend the terms of current council members to coincide with the change in election dates and refer the same to the April 8, 2025, Municipal Election ballot on final passage and order final publication in pamphlet form.

**Attachments**

1. ORD-Charter Amendment Nov Election 20250115

1 CITY OF GRAND JUNCTION, COLORADO

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

3 AN ORDINANCE PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF  
4 GRAND JUNCTION, COLORADO TO CHANGE THE GENERAL MUNICIPAL  
5 ELECTION DATE FROM THE FIRST TUESDAY IN APRIL OF ODD NUMBERED  
6 YEARS TO THE FIRST TUESDAY IN NOVEMBER OF ODD NUMBERED YEARS  
7 AND TO EXTEND THE TERMS OF CURRENT CITY COUNCIL MEMBERS TO  
8 COINCIDE WITH THE CHANGE IN ELECTION DATES AND REFER THE SAME TO  
9 THE APRIL 8, 2025 MUNICIPAL ELECTION

10 Recitals.

11 Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at  
12 any time in the manner provided by Article XX of the Constitution of the State of  
13 Colorado, and more than one Charter amendment or measure may be submitted to the  
14 voters in any one election.

15 Article II, Section 3 of the Grand Junction City Charter prescribes the first Tuesday after  
16 the first Monday in April of odd numbered years as the General Municipal Election.

17 The City Council has determined that it may, as finally determined by the voters, be in  
18 the best interest of the City to coordinate elections with the countywide general election  
19 in November of odd-numbered years. Coordinated elections in November will be less  
20 costly -and will be more efficient and convenient for voters to receive a single ballot at  
21 the regular municipal election for municipal, Mesa County, and statewide offices and  
22 ballot issues.

23 With this Ordinance and the proposed ballot question to amend the City Charter, the  
24 City Council desires the City voters to determine if the changes, establishing the City's  
25 General Election date as the first Tuesday after the first Monday in November of every  
26 second year (odd numbered years) and further amending the Charter as necessary and  
27 required and to implement that change and other consequential changes that follow,  
28 would be in the best interest of the City.

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

31 That in consideration of the Recitals certain amendments to Article II, Section 3, Article  
32 II, Section 25, and Article IV, Section 35 of the City of Grand Junction City Charter are  
33 amended to read as follows with said amendments being referred to the ballot for  
34 consideration by City electors:

35 A. Article II, Section 3 of the City of Grand Junction Charter is amended as follows  
36 (additions are shown in ALL CAPS and deletions are shown in ~~strikethrough~~):

37 **3. General and Special Municipal Elections.** A municipal election shall be  
38 held in the city on the first Tuesday after FOLLOING the first Monday OF  
39 NOVEMBER OF EACH ODD-NUMBERED YEAR in April, 1925, and on the first  
40 Tuesday after the first Monday in April of every second year thereafter, and shall  
41 be known as the General Municipal Election. All other municipal elections that  
42 may be held shall be known as Special Municipal Elections.

43 B. Article II, Section 25 of the City of Grand Junction Charter is amended as follows  
44 (additions are shown in ALL CAPS deletions are shown in strikethrough:)

45 **25. General Election Regulations.**

46 The provisions of any state law, now or hereafter in force, except as the council  
47 may otherwise by ordinance provide, relating to the qualifications and registration  
48 of electors, the manner of voting, the duties of election officers, the canvassing of  
49 returns, and all other particulars in respect to the management of elections,  
50 except as otherwise provided in this article, so far as they may be applicable,  
51 shall govern all municipal elections; provided, also, that the council shall meet as  
52 a canvassing board and duly canvass the election returns within ~~two~~ FOURTEEN  
53 days after any municipal election. Whenever any member of the council is a  
54 candidate for re-election, the council shall appoint some justice of the peace or  
55 notary public of said city to take the place of said candidate upon said  
56 canvassing board as a member thereof.

57 ALL MUNICIPAL ELECTIONS SHALL BE CONDUCTED AS COORDINATED  
58 ELECTIONS AND THE MESA COUNTY CLERK SHALL HAVE ALL  
59 STATUTORY POWER AND AUTHORITY TO CONDUCT SUCH ELECTIONS  
60 UNDER AND IN ACCORDANCE WITH THE TERMS OF AN  
61 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MESA COUNTY  
62 AND THE CITY AS TIME TO TIME AMENDED.

63 IN THE EVENT MESA COUNTY IS UNABLE TO CONDUCT A SPECIAL  
64 MUNICIPAL ELECTION IN COMPLIANCE WITH APPLICABLE CHARTER AND  
65 ORDINANCE REQUIREMENTS, THEN SUCH SPECIAL ELECTION SHALL BE  
66 CONDUCTED BY THE CITY, AS PROVIDED BY ORDINANCE NOT  
67 INCONSISTENT WITH THIS CHARTER.

68 C. Article IV, Section 35 of the City of Grand Junction Charter is amended as follows:  
69 (additions are shown in ALL CAPS deletions are shown in strikethrough:)

70 **35. Officers—Terms.** That the elective officers under the Charter of Grand Junction  
71 shall be members of the council as hereinafter provided, all of whom shall be nominated  
72 and elected by the registered electors of the city as herein provided. THE ELECTIVE  
73 OFFICERS SHALL BE ELECTED FOR FOUR-YEAR OVERLAPPING TERMS. FOUR  
74 ELECTIVE OFFICERS WILL BE ELECTED AT ONE REGULAR ELECTION AND  
75 THREE ELECTIVE OFFICERS SHALL BE ELECTED AT THE SUBSEQUENT

76 REGULAR ELECTION. The terms of all elective officers shall commence at ten o'clock  
77 a.m. on the first SECOND Monday in May JANUARY following the election and shall be  
78 for a term of four years each and until ten o'clock a.m. on the first SECOND Monday IN  
79 JANUARY following the election and qualification of their successors.

80 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH  
81 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS B, C, AND ONE  
82 AT-LARGE ELECTED APRIL 4, 2023 SHALL BE EXTENDED TO TEN O'CLOCK A.M.  
83 ON THE SECOND MONDAY IN JANUARY 2028 FOLLOWING THE NOVEMBER 2027  
84 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS.

85 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH  
86 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS A, D, E AND  
87 ONE AT LARGE ELECTED APRIL 8, 2025, SHALL BE EXTENDED TO TEN O'CLOCK  
88 A.M. ON THE SECOND MONDAY IN JANUARY 2030 FOLLOWING THE NOVEMBER  
89 2029 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS. ; provided,  
90 however, that the office of one of the councilmen elected from the city at large and two  
91 councilmen elected from districts at the general municipal election in April, 1925, shall  
92 be for two years only, so that their successors shall be elected at the general municipal  
93 election in April, 1927, and every four years thereafter. The term of the remaining four  
94 members of the city council elected at the general municipal election held in April, 1925  
95 shall be four years. The determination of which terms of the City Council shall be for  
96 four years and which terms shall be for two years shall be fixed by lot under the  
97 direction of the county judge of Mesa County, Colorado, within sixty days after the April,  
98 1925 election.

99 D. That a question of proposed amendments to Sections 3, 25 and 35 of the Charter to  
100 change the date of regular municipal elections to the general election date in November,  
101 and to change the terms of the elective officers of the City be placed on the April 8,  
102 2025 ballot.

103 Approval by the voters of any Charter amendment which repeals any section or portion  
104 of the Charter shall not be construed to be a limitation, denial, or suspension of any  
105 power of the City of Grand Junction, or any power of the City Council otherwise vested  
106 in or authorized to the City or the City Council by the Constitution or statutes of the  
107 State of Colorado.

108 All acts, orders, ordinances, resolutions, or parts thereof, in conflict herewith shall be  
109 repealed at the time the amendments provided for herein take effect; however, no such  
110 repeal shall be construed to destroy any property right, contract, right, or right of action  
111 of any nature or kind, vested in or against the City by virtue of any such act, order,  
112 ordinance, resolution or part thereof, theretofore existing or otherwise accruing to the  
113 City.

114 If any clause, sentence, paragraph, or part of this Ordinance or the application thereof  
115 to any person or circumstances shall for any reason be adjudged by a court of

116 competent jurisdiction invalid, such judgment shall not affect the remaining provisions of  
117 this Ordinance.

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

121 **City of Grand Junction**

122 **Shall Article II, Section 3, Article II, Section 25, and Article IV, Section 35 of the**  
123 **City Charter be amended to: (i) change the date of general municipal elections to**  
124 **the general election date in November of odd-numbered years beginning in 2027;**  
125 **(ii) conduct such elections as coordinated elections with Mesa County in**  
126 **accordance with terms of an Intergovernmental Agreement for each such**  
127 **election; and (iii) amend and extend the terms of the City Council to implement**  
128 **such change in election date, with the proposed additions shown in ALL CAPS**  
129 **and deletions shown in strikethrough, as follows, all as described in and for the**  
130 **purposes as stated in Ordinance \_\_\_\_?**

131 **3. General and Special Municipal Elections. A municipal election shall be held in**  
132 **the city on the first Tuesday after FOLLOWING the first Monday OF NOVEMBER**  
133 **OF EACH ODD-NUMBERED YEAR in April, 1925, and on the first Tuesday after**  
134 **the first Monday in April of every second year thereafter, and shall be known as**  
135 **the General Municipal Election. All other municipal elections that may be held**  
136 **shall be known as Special Municipal Elections.**

137 **25. General Election Regulations.**

138 **The provisions of any state law, now or hereafter in force, except as the council**  
139 **may otherwise by ordinance provide, relating to the qualifications and**  
140 **registration of electors, the manner of voting, the duties of election officers, the**  
141 **canvassing of returns, and all other particulars in respect to the management of**  
142 **elections, except as otherwise provided in this article, so far as they may be**  
143 **applicable, shall govern all municipal elections; provided, also, that the council**  
144 **shall meet as a canvassing board and duly canvass the election returns within**  
145 **two FOURTEEN days after any municipal election. Whenever any member of the**  
146 **council is a candidate for re-election, the council shall appoint some justice of the**  
147 **peace or notary public of said city to take the place of said candidate upon said**  
148 **canvassing board as a member thereof.**

149 **ALL MUNICIPAL ELECTIONS SHALL BE CONDUCTED AS COORDINATED**  
150 **ELECTIONS AND THE MESA COUNTY CLERK SHALL HAVE ALL STATUTORY**  
151 **POWER AND AUTHORITY TO CONDUCT SUCH ELECTIONS UNDER AND IN**  
152 **ACCORDANCE WITH THE TERMS OF AN INTERGOVERNMENTAL AGREEMENT**  
153 **BY AND BETWEEN MESA COUNTY AND THE CITY AS TIME TO TIME AMENDED.**

154 IN THE EVENT MESA COUNTY IS UNABLE TO CONDUCT A SPECIAL MUNICIPAL  
155 ELECTION IN COMPLIANCE WITH APPLICABLE CHARTER AND ORDINANCE  
156 REQUIREMENTS, THEN SUCH SPECIAL ELECTION SHALL BE CONDUCTED BY  
157 THE CITY, AS PROVIDED BY ORDINANCE NOT INCONSISTENT WITH THIS  
158 CHARTER.

159 **35. Officers—Terms.** That the elective officers under the Charter of Grand  
160 Junction shall be members of the council as hereinafter provided, all of whom  
161 shall be nominated and elected by the registered electors of the city as herein  
162 provided. THE ELECTIVE OFFICERS SHALL BE ELECTED FOR FOUR-YEAR  
163 OVERLAPPING TERMS. FOUR ELECTIVE OFFICERS WILL BE ELECTED AT ONE  
164 REGULAR ELECTION AND THREE ELECTIVE OFFICERS SHALL BE ELECTED AT  
165 THE SUBSEQUENT REGULAR ELECTION. The terms of all elective officers shall  
166 commence at ten o'clock a.m. on the first SECOND Monday in May JANUARY  
167 following the election and shall be for a term of four years each and until ten  
168 o'clock a.m. on the first SECOND Monday IN JANUARY following the election and  
169 qualification of their successors.

170 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH  
171 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS B, C, AND  
172 ONE AT-LARGE ELECTED APRIL 4, 2023 SHALL BE EXTENDED TO TEN  
173 O'CLOCK A.M. ON THE SECOND MONDAY IN JANUARY 2028 FOLLOWING THE  
174 NOVEMBER 2027 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS.

175 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH  
176 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS A, D, E AND  
177 ONE AT LARGE ELECTED APRIL 8, 2025 SHALL BE EXTENDED TO TEN  
178 O'CLOCK A.M. ON THE SECOND MONDAY IN JANUARY 2030 FOLLOWING THE  
179 NOVEMBER 2029 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS. ;  
180 ~~provided, however, that the office of one of the councilmen elected from the city~~  
181 ~~at large and two councilmen elected from districts at the general municipal~~  
182 ~~election in April, 1925, shall be for two years only, so that their successors shall~~  
183 ~~be elected at the general municipal election in April, 1927, and every four years~~  
184 ~~thereafter. The term of the remaining four members of the city council elected at~~  
185 ~~the general municipal election held in April, 1925 shall be four years. The~~  
186 ~~determination of which terms of the City Council shall be for four years and which~~  
187 ~~terms shall be for two years shall be fixed by lot under the direction of the county~~  
188 ~~judge of Mesa County, Colorado, within sixty days after the April, 1925 election.~~

189  
190 \_\_\_\_\_ FOR THE ORDINANCE \_\_\_\_\_ AGAINST THE ORDINANCE

191  
192

193 The ballot title is set based upon the requirements of the Colorado Constitution and the  
194 City Charter, all State statutes that might otherwise apply are hereby superseded to the  
195 extent of any inconsistencies or conflicts and, pursuant to Section 31-11-102, C.R.S. et  
196 seq., is an alternative to the provisions of State law. Any inconsistency or conflict is  
197 intended by the City Council and shall be deemed made pursuant to the authority of  
198 Article XX of the Colorado Constitution and the Charter.

199 Pursuant to Sections 31-10-1308 and 1-11-203.5 C.R.S., any election contest arising  
200 out of a ballot issue or ballot question election concerning the order of the ballot or the  
201 form or content of the ballot title shall be commenced by petition filed with the proper  
202 court within five days after the title of the ballot issue or ballot question is set, and for  
203 contest concerning the order of a ballot, within five days after the ballot order is set by  
204 the County Clerk.

205 The officers of the City are hereby authorized and directed to take all action necessary  
206 or appropriate to effectuate the provisions of this ordinance.

207 If any section, paragraph, clause, or provision of this ordinance shall for any reason be  
208 held to be invalid or unenforceable, the invalidity or unenforceability of such section,  
209 paragraph, clause, or provision shall in no manner affect any remaining provisions of  
210 this ordinance, the intent being that the same are severable.

211 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 15<sup>th</sup> DAY OF  
212 JANUARY 2025.

213 PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF FEBRUARY 2025 AND ORDERED  
214 PUBLISHED IN PAMPHLET FORM.

215 \_\_\_\_\_  
216 Abram Herman  
217 President of the City Council

218 ATTEST:  
219 \_\_\_\_\_  
220 Selestina Sandoval  
221 City Clerk





**Grand Junction City Council**

**Regular Session**

**Item #7.a.ii.**

---

**Meeting Date:** February 5, 2025  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

---

**Information**

**SUBJECT:**

An Ordinance for an Amendment of the City Charter to be Placed on the April 8, 2025 Election Ballot to Change the Salary of the City Council and Providing for a Method to Increase the Salary by Ordinance in Future Years

**RECOMMENDATION:**

City Council discussion and public hearing on second reading of an ordinance to amend the City Charter regarding City Council member salaries.

**EXECUTIVE SUMMARY:**

In 1999 Section 38 of the City Charter Council was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2027.

**BACKGROUND OR DETAILED INFORMATION:**

In 1999 Section 38 of the City Charter Council was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2027.

The proposed ballot question, if approved by the voters, would provide for an index, the United States Department of Housing and Urban Development (HUD) Mesa County, Colorado four-person household Area Median Income (AMI), to be applied annually to

adjust by ordinance the Council and President of the Council salaries by application of a percentage of the AMI.

With this Ordinance and the proposed ballot question to amend the City Charter, the City Council desires the City voters to determine if the change would be in the best interest of the City.

**FISCAL IMPACT:**

If the City Council approves of placing the question on the ballot and the voters authorize, then the corresponding funding will be included in future recommended budgets.

**SUGGESTED MOTION:**

I move to (adopt and approve on second reading and final passage and order final publication in pamphlet form/not adopt and not approve on second reading and not order final publication in pamphlet form) Ordinance No. 5247, an ordinance proposing amendment of the Charter of the City of Grand Junction, Colorado, to change City Councilmember salaries and refer the same to the April 8, 2025 Municipal Election ballot.

**Attachments**

1. ORD-Charter Amend Council Salary 20250115

1 CITY OF GRAND JUNCTION, COLORADO

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

3 AN ORDINANCE FOR AN AMENDMENT OF THE CITY CHARTER TO BE PLACED  
4 ON THE APRIL 8, 2025, ELECTION BALLOT TO CHANGE THE SALARY OF CITY  
5 COUNCIL BEGINNING THE FIRST MONDAY IN MAY 2027 OR THE SECOND  
6 MONDAY IN JANUARY 2028 IF A MAJORITY OF CITY ELECTORS APPROVE  
7 ORDINANCE \_\_\_\_\_ ESTABLISHING NOVEMBER OF ODD YEARS FOR MUNICIPAL  
8 ELECTIONS, AND PROVIDING FOR A METHOD TO INCREASE THE SALARY BY  
9 ORDINANCE IN FUTURE YEARS AND REFER THE SAME TO THE APRIL 8, 2025  
10 MUNICIPAL ELECTION

11 Recitals.

12 Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at  
13 any time in the manner provided by Article XX of the Constitution of the State of  
14 Colorado, and more than one Charter amendment or measure may be submitted to the  
15 voters in any one election.

16 In 1999 Section 38 of the City Charter Council was amended to provide that City  
17 Council members are paid a salary of \$500.00 per month and the President of the  
18 Council is paid \$750.00 per month. The salaries have not been increased since 1999.  
19 Accordingly, the City Council has determined that it is appropriate to ask the voters if an  
20 increase should be approved. If amended, the salary increase would not become  
21 effective until May 2027 or January 2028 depending on the passage of the ballot  
22 question to amend the Charter to change the date of the regular municipal election and  
23 terms of City Council.

24 The proposed ballot question, if approved by the voters, would provide for an index, the  
25 United States Department of Housing and Urban Development (HUD) Mesa County,  
26 Colorado four-person household Area Median Income (AMI), to be applied annually to  
27 adjust by ordinance the Council and President of the Council salaries by application of a  
28 percentage of the AMI. The 2024 Mesa County four-person household AMI is \$94,200,  
29 and if the percentages of AMI (22% for Mayor and 15% for all other Councilmembers)  
30 were applied to Council salary for 2024 the Mayor/President of the Council would have  
31 received \$1727 per month and all other Councilmembers would have received  
32 \$1177.50 per month.

33 With this Ordinance and the proposed ballot question to amend the City Charter, the  
34 City Council desires the City voters to determine if the change would be in the best  
35 interest of the City.

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

38

39 That in consideration of the Recitals a proposed amendment to Article IV, Section 38 of  
40 the City of Grand Junction City Charter, as amended, is amended to read as follows  
41 with said amendment being referred to and being placed on the April 8, 2025 ballot for  
42 consideration by City electors.

43 Article IV, Section 38 of the City of Grand Junction Charter is amended subject to  
44 submission to and approval by the voters, as follows (additions are shown in ALL CAPS  
45 and deletions are shown in in ~~strikethrough.~~)

46 Approval by the voters of any Charter amendment which repeals any section or portion  
47 of the Charter shall not be construed to be a limitation, denial, or suspension of any  
48 power of the City of Grand Junction, or any power of the City Council otherwise vested  
49 in or authorized to the City or the City Council by the Constitution or statutes of the  
50 State of Colorado.

51 All acts, orders, resolutions, ordinances, or parts thereof, in conflict herewith shall be  
52 repealed at the time the amendments provided for herein take effect; however, no such  
53 repeal shall be construed to destroy any property right, contract, right, or right of action  
54 of any nature or kind, vested in or against the City by virtue of any such act, order,  
55 resolution, ordinance or part thereof, theretofore existing or otherwise accruing to the  
56 City.

57 If any clause, sentence, paragraph, or part of this Ordinance or the application thereof  
58 to any person or circumstances shall for any reason be adjudged by a court of  
59 competent jurisdiction invalid, such judgment shall not affect the remaining provisions of  
60 this Ordinance.

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

#### 64 **City of Grand Junction**

65 **Shall Article IV, Section 38 of the City Charter be amended to increase the salary**  
66 **of City Council and to provide for a basis to set and to increase the City Council**  
67 **salary in future years with the proposed additions shown in ALL CAPS and**  
68 **deletions shown in ~~strikethrough~~, as follows, all as described in and for the**  
69 **purposes as stated in Ordinance \_\_\_\_?**

70

71 **38. Salaries, meetings. At least two meetings of the City Council shall be held**  
72 **monthly at such times as may be fixed by the council, such two meetings to be**  
73 **known as the regular meetings. All other meetings of the City council shall be**  
74 **known as special meetings or adjournments. The President of the Council shall**  
75 **~~be paid a salary of \$750.00 per month~~ and all other councilmembers shall each be**  
76 **paid a salary of ~~\$500.00 per month~~. BEGINNING WITH THE CITY COUNCIL TERMS**

77 COMMENCING ON THE FIRST MONDAY OF MAY 2027 OR THE SECOND  
78 MONDAY OF JANUARY 2028 IF A MAJORITY OF CITY ELECTORS APPROVE  
79 ORDINANCE        ESTABLISHING NOVEMBER OF ODD YEARS FOR MUNICIPAL  
80 ELECTIONS, THE PRESIDENT OF THE CITY COUNCIL SHALL BE PAID AN  
81 ANNUAL SALARY CALCULATED AS 22% OF THE MESA COUNTY, COLORADO  
82 AREA MEDIAN INCOME (AMI) FOR A FOUR-PERSON HOUSEHOLD AS SAID AMI  
83 IS ANNUALLY DETERMINED BY THE UNITED STATES DEPARTMENT OF  
84 HOUSING AND URBAN DEVELOPMENT (HUD), AND ALL OTHER  
85 COUNCILMEMBERS SHALL EACH BE PAID A SALARY CALCULATED AS 15% OF  
86 THE MESA COUNTY AREA MEDIAN INCOME (AMI) FOR A FOUR-PERSON  
87 HOUSEHOLD AS SAID AMI IS ANNUALLY DETERMINED BY HUD. THE CITY  
88 COUNCIL'S ANNUAL SALARIES SHALL BE PRORATED AND PAID ON A  
89 MONTHLY BASIS UNTIL THE EXPIRATION OF EACH MEMBER'S TERM. AFTER  
90 MAY 2027 OR JANUARY 2028 AS APPLICABLE, THE ANNUAL SALARIES OF THE  
91 PRESIDENT OF THE CITY COUNCIL AND THE OTHER MEMBERS OF CITY  
92 COUNCIL SHALL BE ADJUSTED ANNUALLY, BY ORDINANCE, IN ACCORDANCE  
93 WITH THE PERCENTAGES OF THE MOST RECENT MESA COUNTY AMI FOR A  
94 FOUR-PERSON HOUSEHOLD SPECIFIED HEREIN.

95  
96 \_\_\_\_\_ FOR THE ORDINANCE                      \_\_\_\_\_ AGAINST THE ORDINANCE

97  
98 The ballot title is set based upon the requirements of the Colorado Constitution and the  
99 City Charter, all State statutes that might otherwise apply are hereby superseded to the  
100 extent of any inconsistencies or conflicts and, pursuant to Section 31-11-102, C.R.S. et  
101 seq., is an alternative to the provisions of State law.

102 Any inconsistency or conflict is intended by the City Council and shall be deemed made  
103 pursuant to the authority of Article XX of the Colorado Constitution and the Charter.

104 Pursuant to sections 31-10-1308 and 1-11-203.5 C.R.S., any election contest arising  
105 out of a ballot issue or ballot question election concerning the order of the ballot or the  
106 form or content of the ballot title shall be commenced by petition filed with the proper  
107 court within five days after the title of the ballot issue or ballot question is set, and for  
108 contest concerning the order of a ballot, within five days after the ballot order is set by  
109 the County Clerk.

110 The officers of the City are hereby authorized and directed to take all action necessary  
111 or appropriate to effectuate the provisions of this ordinance.

112 If any section, paragraph, clause, or provision of this ordinance shall for any reason be  
113 held to be invalid or unenforceable, the invalidity or unenforceability of such section,  
114 paragraph, clause, or provision shall in no manner affect any remaining provisions of  
115 this resolution, the intent being that the same are

116 severable.

117

118 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 15<sup>th</sup> DAY OF  
119 JANUARY 2025.

120

121 PASSED, ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 5<sup>th</sup>  
122 DAY OF FEBRUARY 2025.

123

124 \_\_\_\_\_  
125 Abram Herman  
126 President of City Council

127

128

129 ATTEST:

130 \_\_\_\_\_  
131 Selestina Sandoval  
132 City Clerk

DRAFT