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**CITY COUNCIL AGENDA
WEDNESDAY, FEBRUARY 5, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Appointments

Ratification of Appointment 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

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 15th 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 15th 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.

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 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. ORD-Scooter and Shared Micromobility 20250129

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 fFleet 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 **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 Equipmentthe device~~ **any Equipment** 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# operators~~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, 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 ____th day of February 2025

Abram Herman
President of the City Council

Attest:

Selestina Sandoval
City Clerk

DRAFT



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 5th 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!

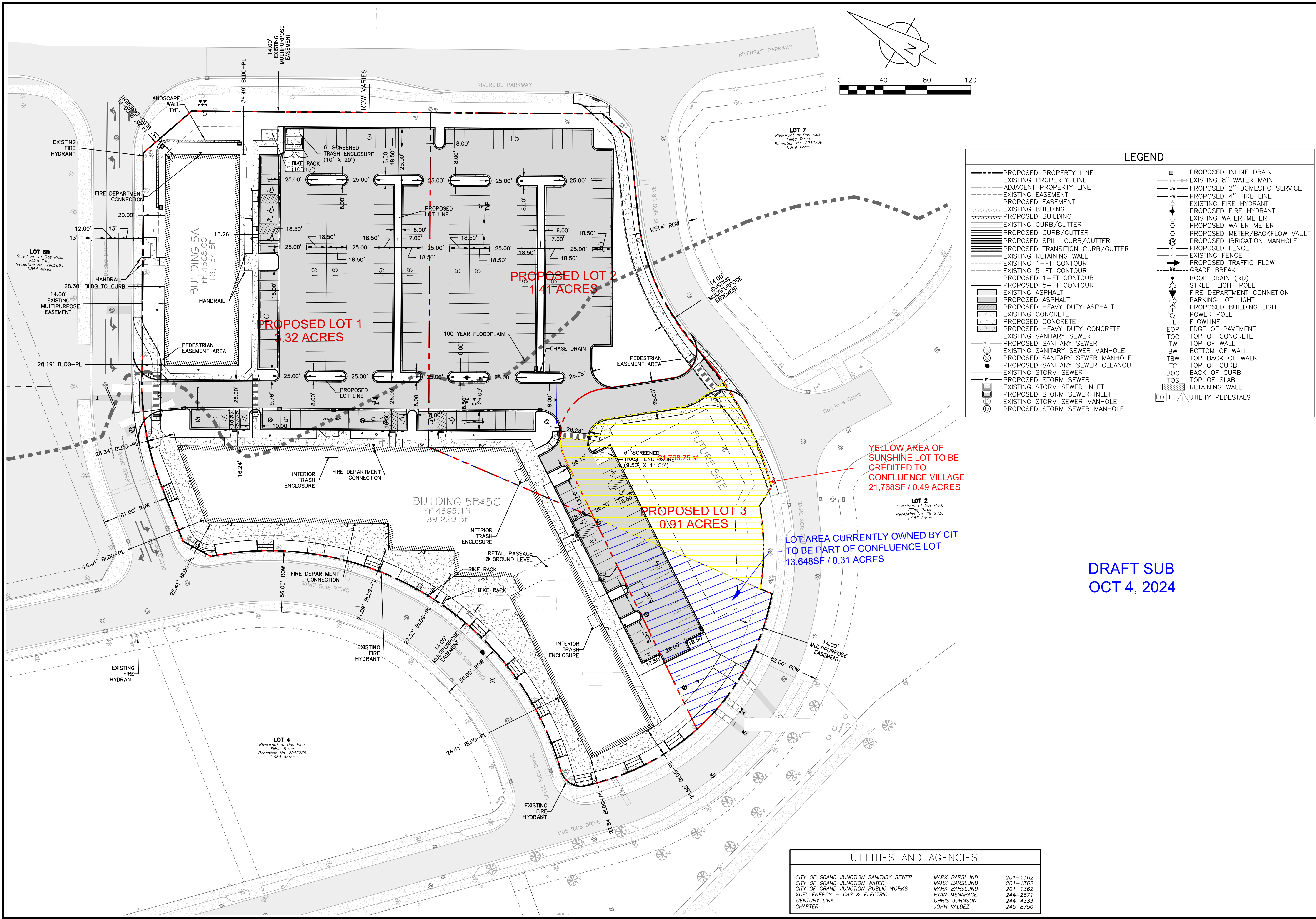
Sincerely,

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



LEGEND			
---	PROPOSED PROPERTY LINE	□	PROPOSED INLINE DRAIN
---	EXISTING PROPERTY LINE	—	EXISTING 8" WATER MAIN
---	ADJACENT PROPERTY LINE	---	PROPOSED 2" DOMESTIC SERVICE
---	EXISTING EASEMENT	---	PROPOSED 4" FIRE LINE
---	PROPOSED EASEMENT	○	EXISTING FIRE HYDRANT
---	EXISTING BUILDING	○	PROPOSED FIRE HYDRANT
---	PROPOSED BUILDING	○	EXISTING WATER METER
---	EXISTING CURB/GUTTER	○	PROPOSED WATER METER
---	PROPOSED CURB/GUTTER	○	PROPOSED METER/BACKFLOW VAULT
---	PROPOSED SPILL CURB/GUTTER	○	PROPOSED IRRIGATION MANHOLE
---	PROPOSED TRANSITION CURB/GUTTER	○	PROPOSED FENCE
---	EXISTING RETAINING WALL	○	EXISTING FENCE
---	EXISTING 1-FIT CONTOUR	○	PROPOSED TRAFFIC FLOW
---	EXISTING 5-FIT CONTOUR	○	GRADE BREAK
---	PROPOSED 1-FIT CONTOUR	○	ROOF DRAIN (RD)
---	PROPOSED 5-FIT CONTOUR	○	STREET LIGHT POLE
---	EXISTING ASPHALT	○	FIRE DEPARTMENT CONNECTION
---	PROPOSED ASPHALT	○	PARKING LOT LIGHT
---	PROPOSED HEAVY DUTY ASPHALT	○	PROPOSED BUILDING LIGHT
---	EXISTING CONCRETE	○	POWER POLE
---	PROPOSED CONCRETE	○	FL FLOWLINE
---	PROPOSED HEAVY DUTY CONCRETE	○	EOP EDGE OF PAVEMENT
---	EXISTING SANITARY SEWER	○	TOC TOP OF CONCRETE
---	PROPOSED SANITARY SEWER	○	TW TOP OF WALL
---	EXISTING SANITARY SEWER MANHOLE	○	BW BOTTOM OF WALL
---	PROPOSED SANITARY SEWER MANHOLE	○	TBW TOP BACK OF WALK
---	EXISTING STORM SEWER	○	TC TOP OF CURB
---	PROPOSED STORM SEWER	○	BOC BACK OF CURB
---	EXISTING STORM SEWER INLET	○	TOS TOP OF SLAB
---	PROPOSED STORM SEWER INLET	○	RETAINING WALL
---	EXISTING STORM SEWER MANHOLE	○	UTILITY PEDESTALS
---	PROPOSED STORM SEWER MANHOLE	○	

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

DRAFT SUB
OCT 4, 2024

		Know what's below. Call before you dig.	
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		

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



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.

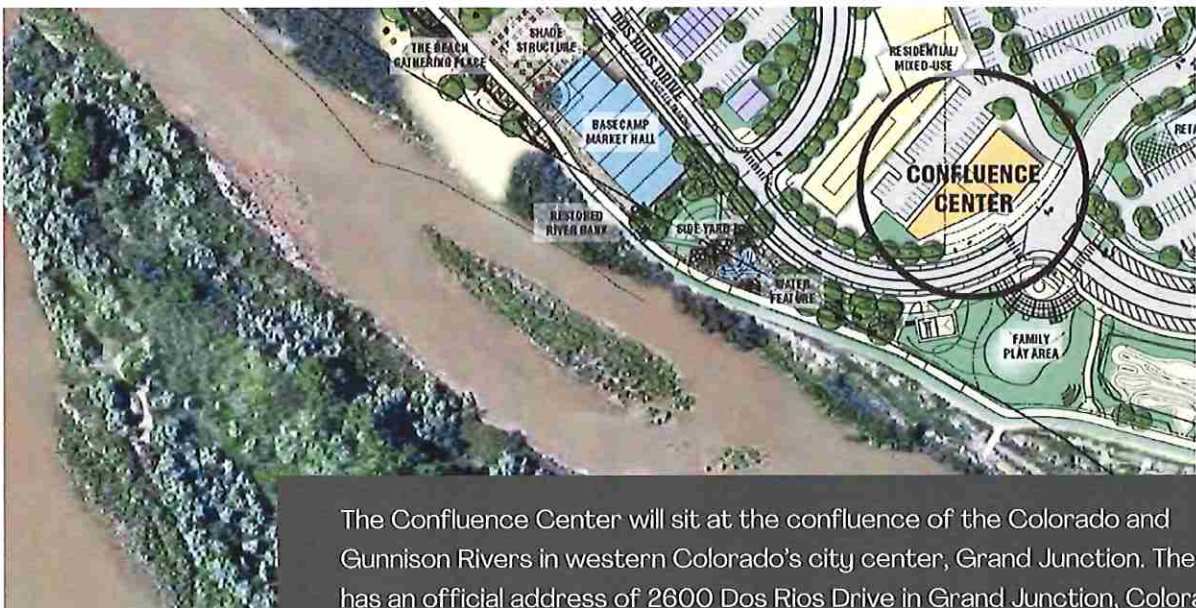
Nestled adjacent to the Colorado and Gunnison Rivers, this regional hub will provide a natural laboratory for like-minded partners to come together and converge their respective disciplines and science-based expertise.

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.



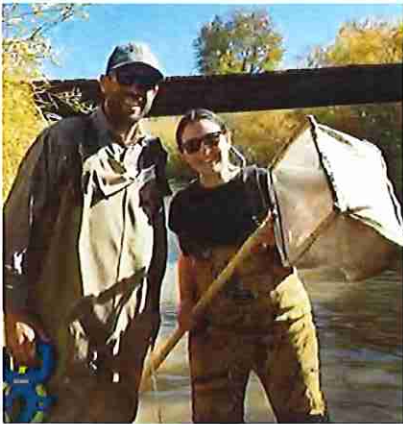
At a time of increasing drought conditions and relocation to the West, the potential to scale work through greater collaboration at the Confluence Center will lead to a magnified impact regionally and nationally.

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.

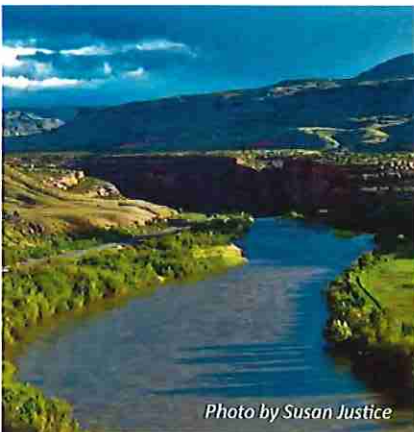


Photo by Susan Justice

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 47



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
TOTAL	\$7,500,000

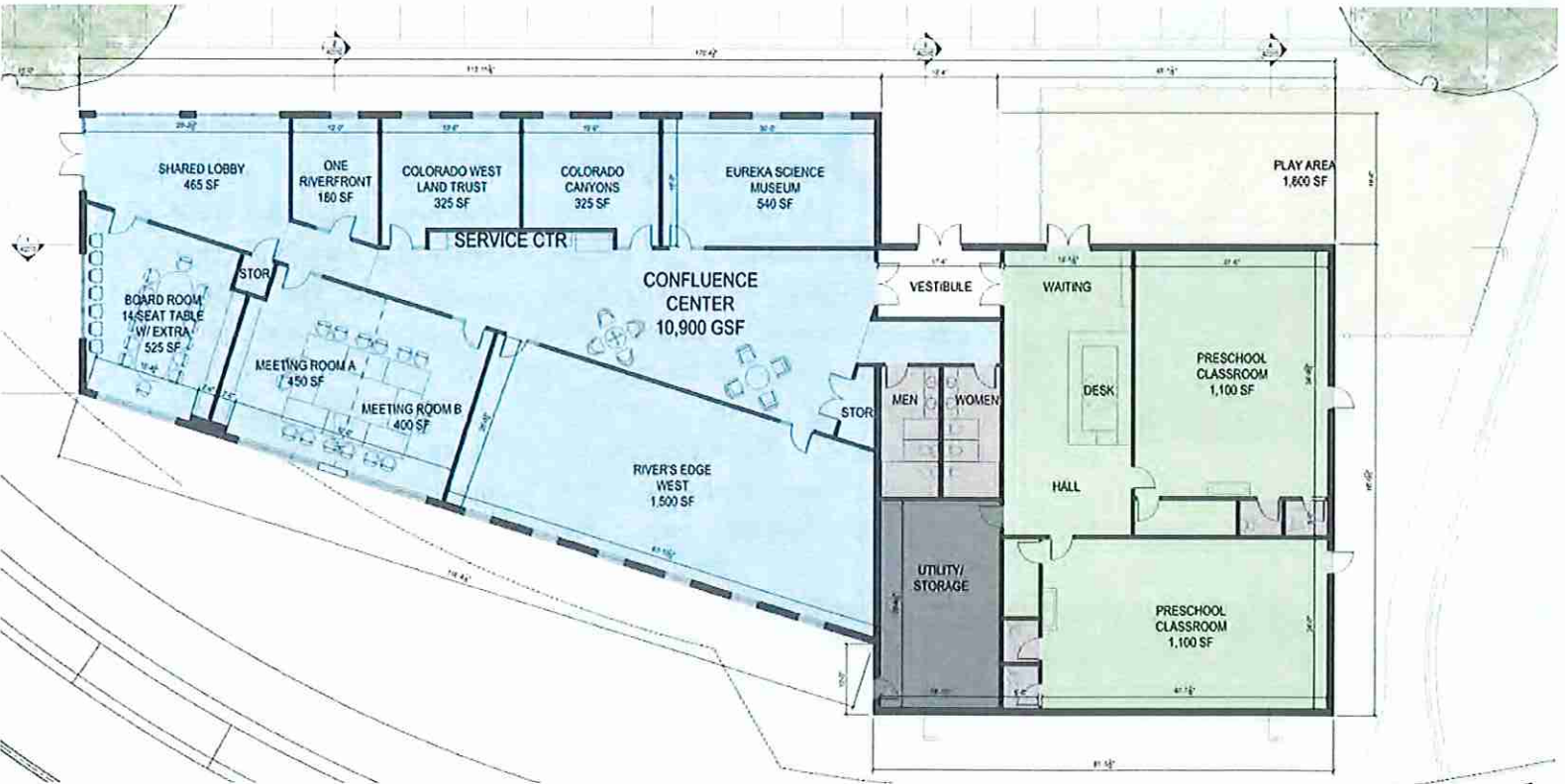




Photo by Kelly Sikkema

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 to discuss your gift.



CONTACT US

For more information or questions on gift processes, please email
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

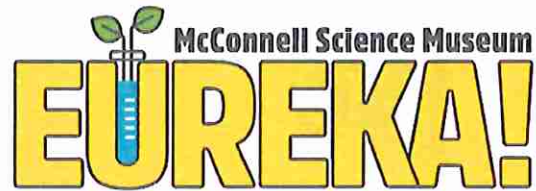
RiversEdge West (formerly Tamarisk Coalition) was founded in 1999. A leader in collaborative river restoration efforts, RiversEdge West (REW) focuses on riparian (riverside) forest and floodplain health in the American West to address impacts from invasive riparian plants such as Russian olive and tamarisk, 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

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:

Fund Name	Fund #	Appropriation
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

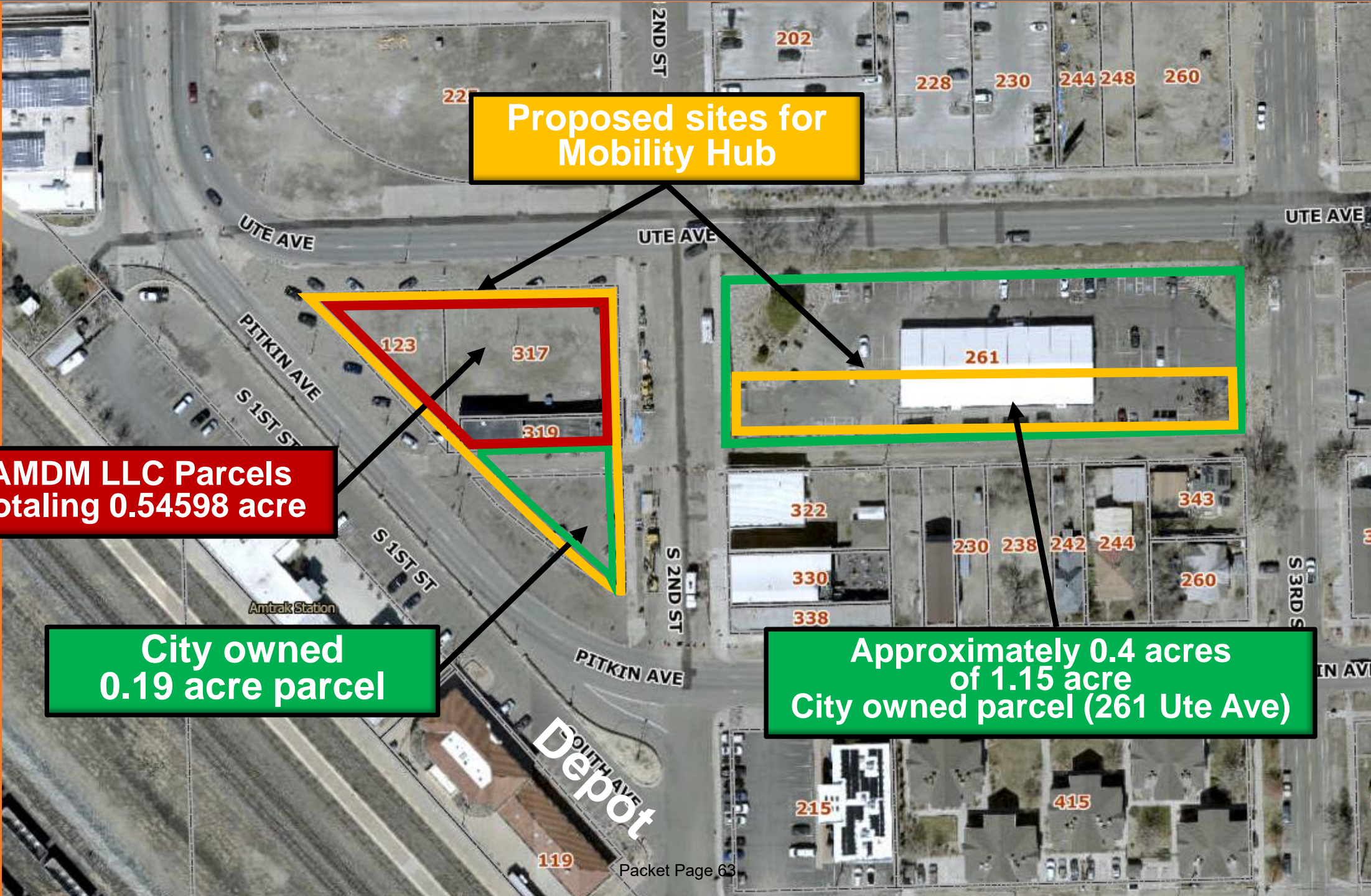
- 1. Vicinity Map - Mobility Hub Property Acquisition 20250123
- 2. 25460 MOA signed by AMDM LLC
- 3. RES-Mobility Hub Acquisition 20250124

**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 2nd 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:

- General Warranty Deed
- Access Deed
- Full Release(s) Book/Page:
- Partial Release(s) Book/Page:
- Or (specify)
- Title Company to prepare documents except General Warranty Deed
- Utility Easement
- Permanent Easement
- Slope Easement
- Temporary Easement

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 6th 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 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Michael Martinez</u>	
	2 Business name/disregarded entity name, if different from above <u>AMDM LLC</u>	
	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.	
	<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) ▶ _____ 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.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. <u>320 S 1st</u>		Requester's name and address (optional)
6 City, state, and ZIP code <u>Grand Jet Co. 81501</u>		Colorado Department of Transportation 222 S. 6th St #317 Grand Junction, CO 81501
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																							
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.																																																							
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.																																																							
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Part II Certification	
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.	
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.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-2-25</u>
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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.

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-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. 2nd STREET, and 319 S. 2nd 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 5th 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
Federal Share	\$196,000	80%
Local Match	\$49,000	20%
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%
Total Project Cost	\$245,000	100%

- 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:

Contractor	Location	Amount
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.

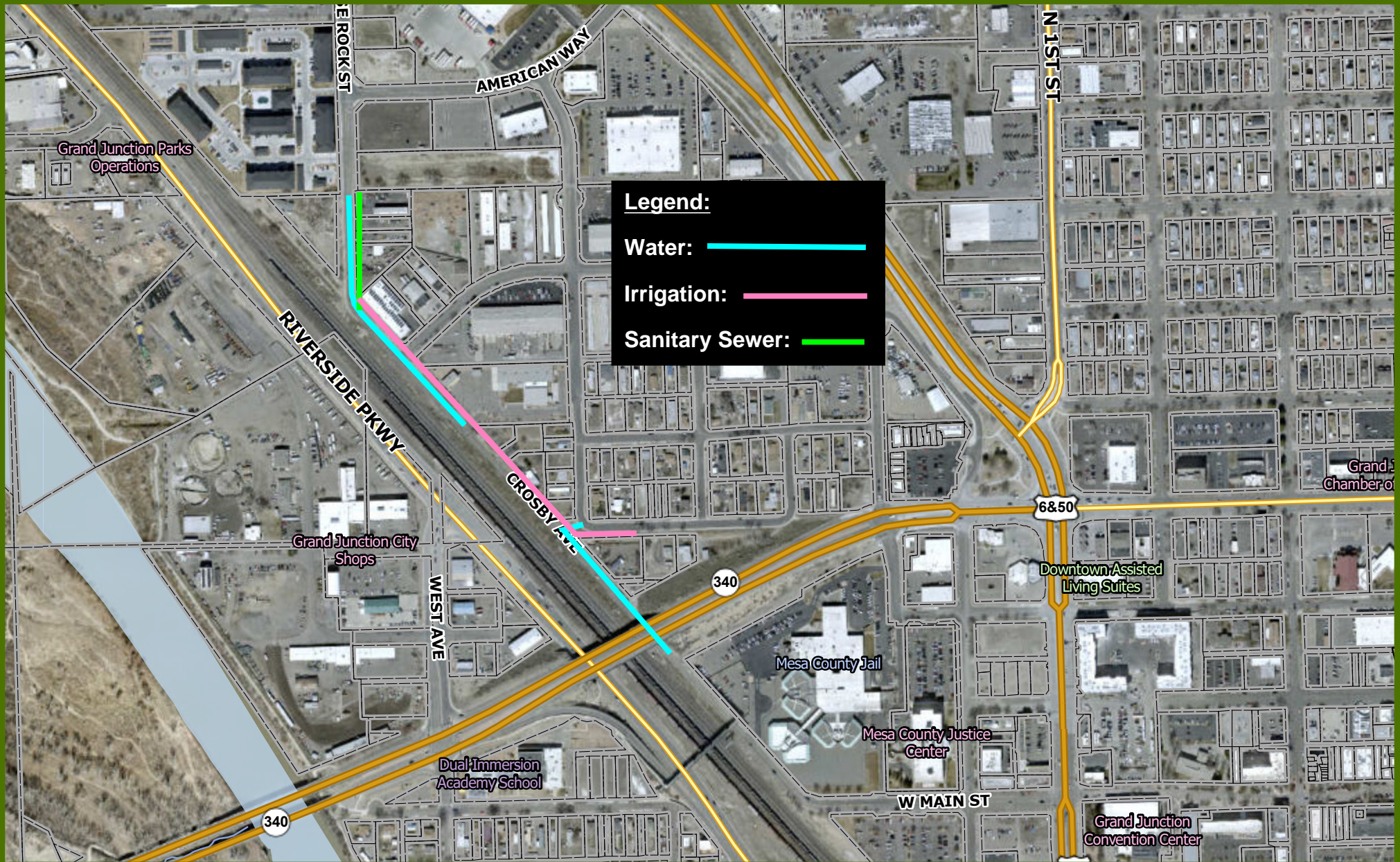
SUGGESTED MOTION:

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



Printed: 1/21/2025
1 inch equals 500 feet
Scale: 1:6,000
Packet Page 78



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:

Contractor	Location	Amount
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:

Contractor	Location	Amount
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

START

PHASE 2A & 2B

FINISH

ROUNDAABOUT

F 1/2 RD

Western Colorado
Community College

F 1/4 RD

24 1/2 RD

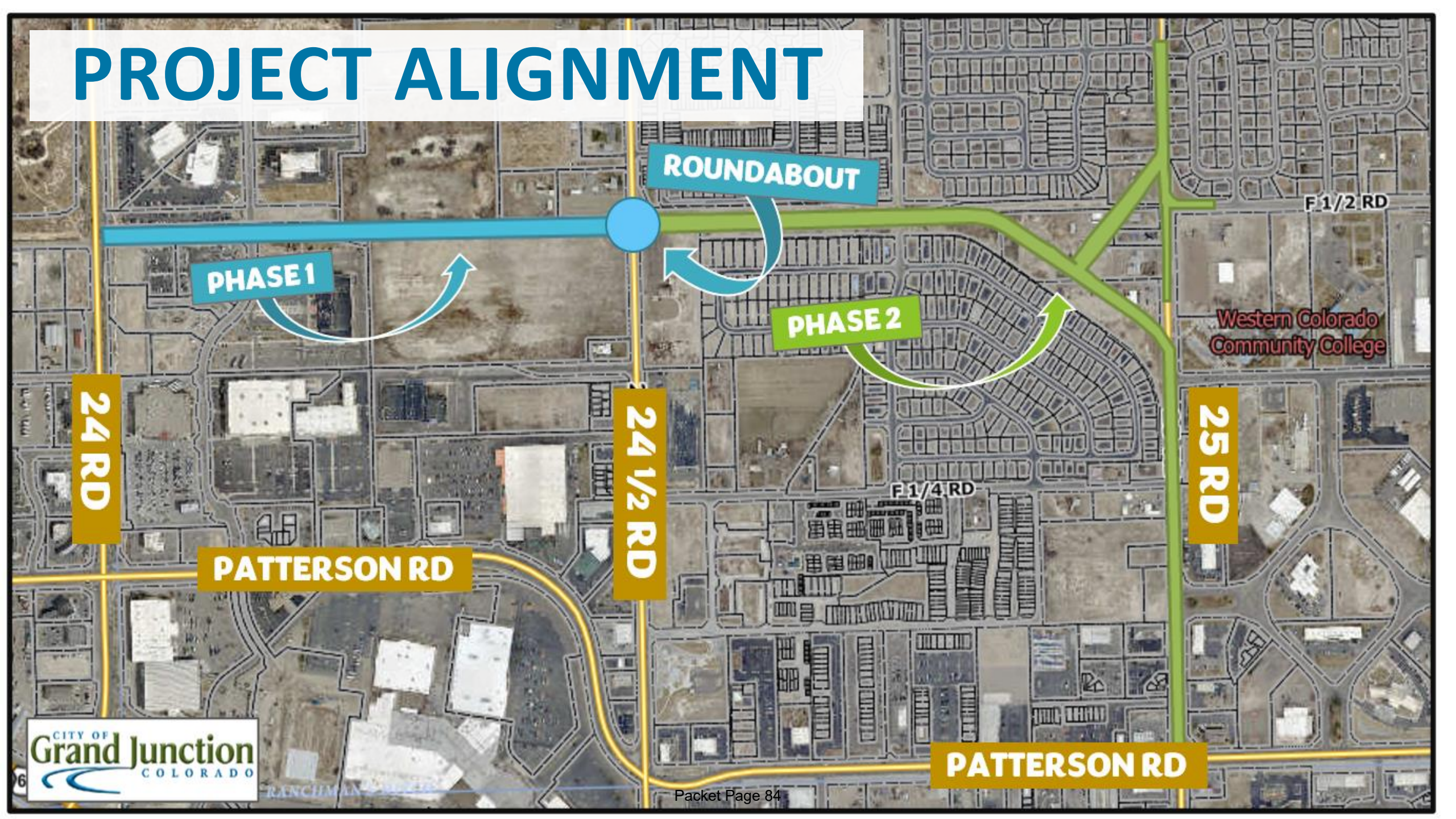
25 RD

PATTERSON RD

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

Western Colorado
Community College



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:

Contractor	Amount	Location
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: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

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

**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. 5th 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

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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

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.

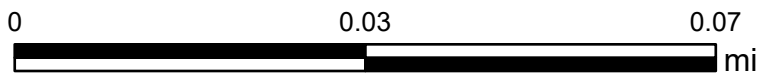
Limitations/Restrictions

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 105

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:



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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;

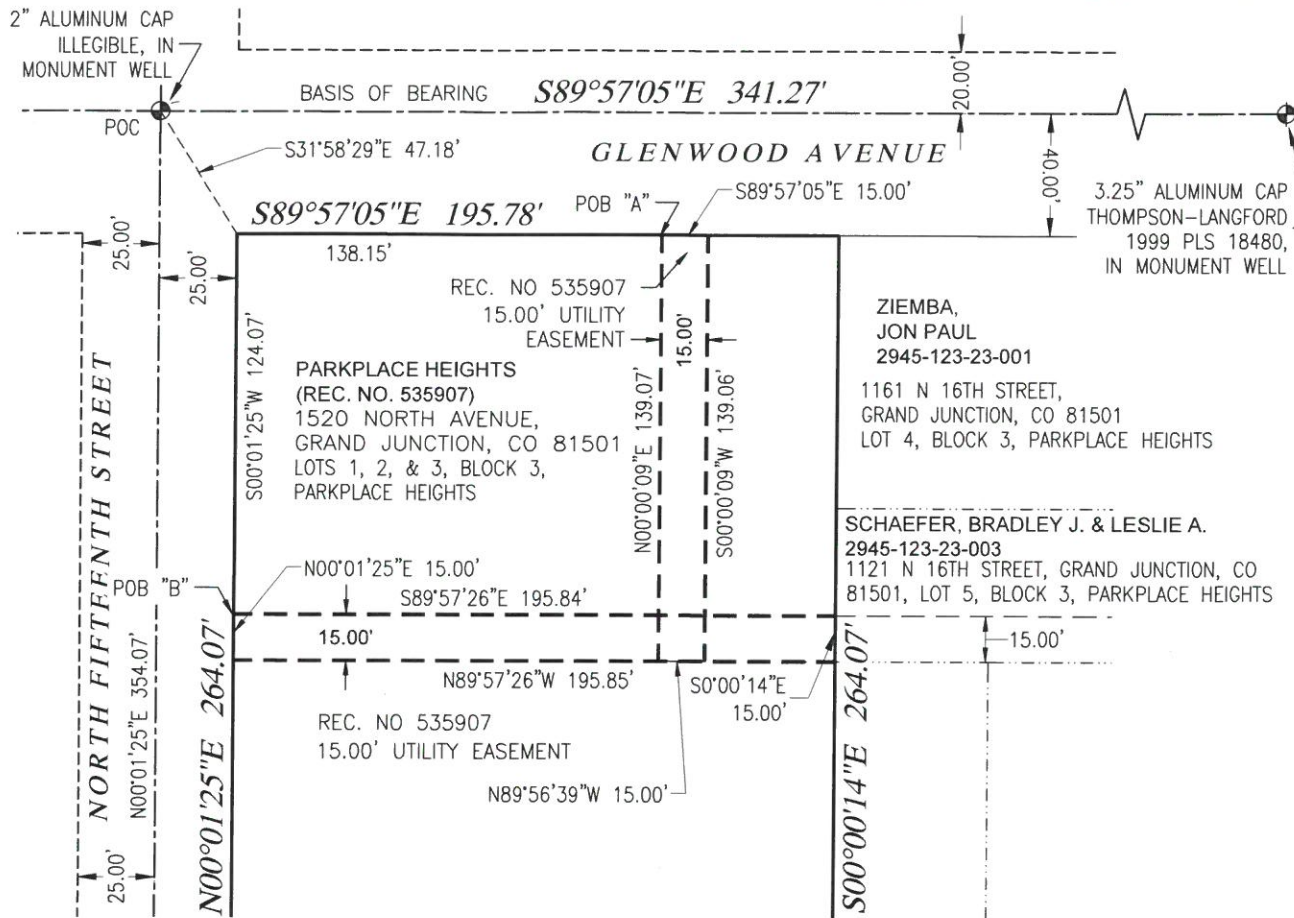
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Containing 2938 square feet, more or less.

See EXHIBIT for graphical representation.

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





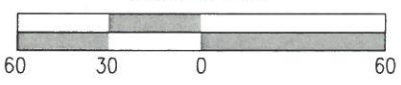
LEGEND

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

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

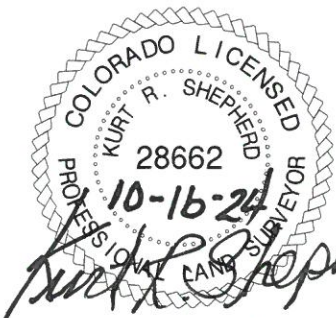


SCALE IN FEET



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

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:

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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 WI /2 SE I /4 SW I /4 of Section 12, Township I South, Range I 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:

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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

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This description was written by:
Kurt R. Shepherd, PLS
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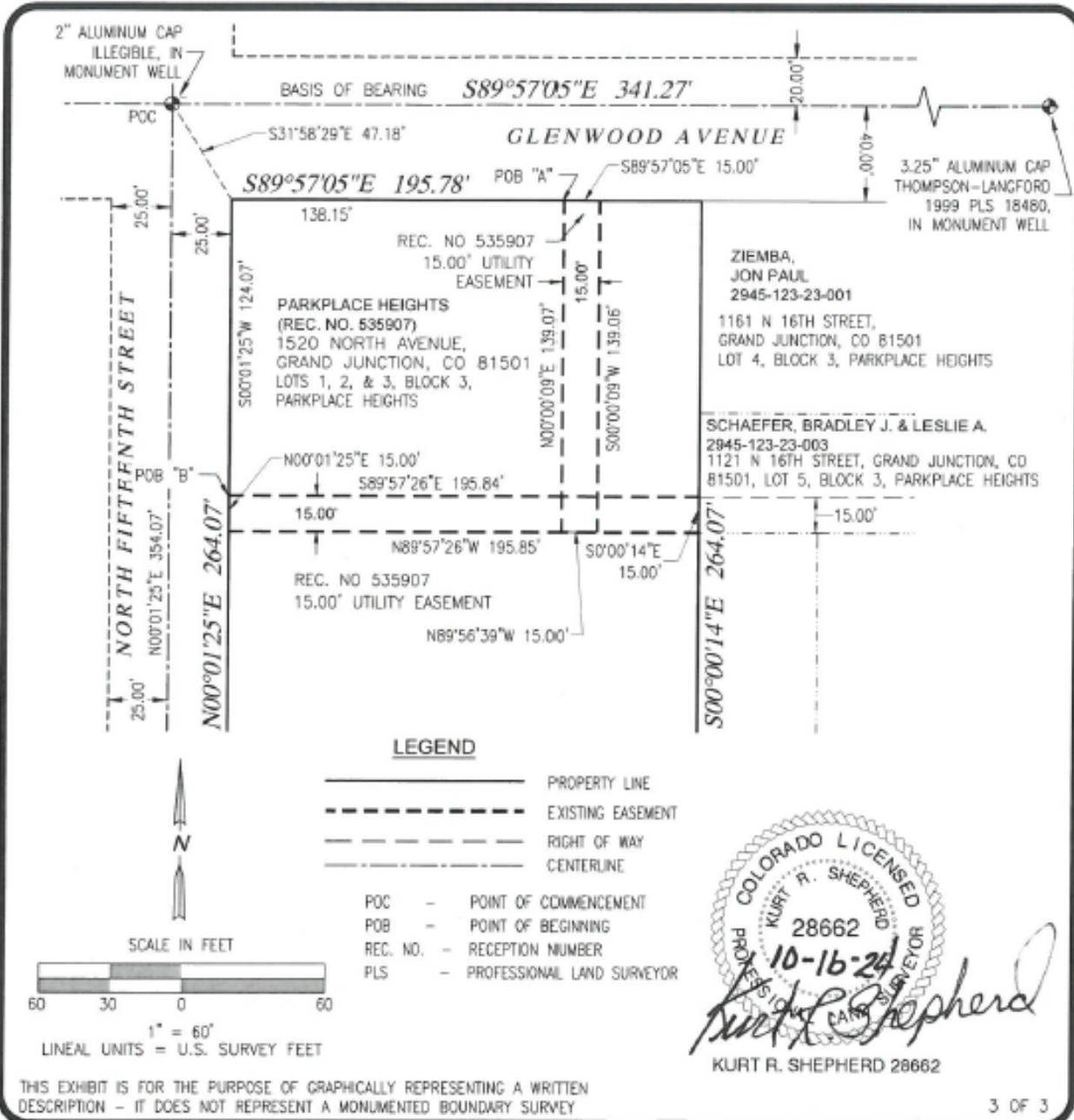


EXHIBIT B
UTILITY EASEMENT VACATION
A PART OF PARKPLACE HEIGHTS
W1/2 SE1/4 SW1/4 SEC 12, T1S, R1W, UTE MERIDIAN

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
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- 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 15th DAY OF
212 JANUARY 2025.

213 PASSED AND ADOPTED THIS 5TH 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 15th DAY OF
119 JANUARY 2025.

120

121 PASSED, ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 5th
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