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**CITY COUNCIL AGENDA  
WEDNESDAY, JUNE 15, 2016  
250 NORTH 5<sup>TH</sup> STREET  
6:15 P.M. – ADMINISTRATION CONFERENCE ROOM  
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

*To become the most livable community west of the Rockies by 2025*

**Call to Order**  
(7:00 P.M.)

Pledge of Allegiance  
Moment of Silence

**Presentation**

First Smart Yard Award Presented by Elizabeth Neubauer with the Grand Junction Forestry Board

**Proclamations**

Proclaiming June 17, 2016 as “Rex Howell and the Legends of the Grand Valley Day” in the City of Grand Junction [Attachment](#)

Proclaiming the Week of June 19<sup>th</sup> as "St. Baldrick's Foundation Week" in the City of Grand Junction [Attachment](#)

Proclaiming the Month of June as “Adult Protection Awareness Month” in the City of Grand Junction [Attachment](#)

**Certificates of Appointment**

To the Forestry Board

To the Downtown Development Authority/Downtown Grand Junction Business Improvement District

*Revised June 16, 2016*

*\*\* Indicates Changed Item*

*\*\*\* Indicates New Item*

*® Requires Roll Call Vote*

**Citizen Comments**

[Supplemental Documents](#)

**Council Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Minutes of Previous Meetings** [Attach 1](#)

*Action: Approve the Summary of the May 16, 2016 Workshop and the Minutes of the June 1, 2016 Regular Meeting*

2. **Amending Sections of the Zoning and Development Code to Add a New Category for Stand-Alone Crematories – ITEM TABLED FOR RECONSIDERATION** [Attach 2](#)

The proposed ordinance amends the Zoning and Development Code, Title 21, of the Grand Junction Municipal Code (GJMC) by adding a new category for stand-alone crematories.

*Action: Table for Reconsideration*

Staff presentation: Senta Costello, Senior Planner

3. **Outdoor Dining Lease for GJBlues LLC dba Ella’s Blues Room, Located at 336 Main Street** [Attach 3](#)

Ella’s Blues Room, located at 336 Main Street, is requesting an Outdoor Dining Lease for an area measuring approximately 250 square feet directly in front of the building. The lease would permit the business to include the leased area in their licensed premise for alcohol sales.

Resolution No. 27-16 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to GJBlues LLC dba Ella’s Blues Room, Located at 336 Main Street

*®Action: Adopt Resolution No. 27-16*

Staff presentation: Kathy Portner, Interim Downtown Development Authority Director

**\*\*\* END OF CONSENT CALENDAR \*\*\***

**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

4. **Public Hearing – PIA Annexation and Zoning, Located at 2757 Highway 50** [Attach 4](#)

A request to annex 3.954 acres, including 1.17 acres of 27 ½ Road and B ½ Road right-of-way, and zone 2.784 acres located at 2757 Hwy 50 from a County C-2 to a City C-2 (General Commercial) zone district in conjunction with the property being annexed into the City.

Resolution No. 28-16 – A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining that Property Known as the PIA Annexation, Located at 2757 Highway 50, is Eligible for Annexation

Ordinance No. 4705 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, PIA Annexation, Approximately 3.954 Acres, Located at 2757 Highway 50 and Includes 27 ½ Road and B ½ Road Right-of-Way

Ordinance No. 4706 – An Ordinance Zoning the PIA Annexation to C-2 (General Commercial), Located at 2757 Highway 50

*®Action: Adopt Resolution No. 28-16 and Ordinance Nos. 4705 and 4706 on Final Passage and Order Final Publication in Pamphlet Form*

Staff presentation: Senta Costello, Senior Planner

5. **Public Hearing – 2016-2020 Five Year Community Development Block Grant (CDBG) Program Consolidated Plan; Analysis of Impediments to Fair Housing Choice Study; and 2016 Annual Action Plan** [Attach 5](#)

City Council will conduct a public hearing and consider adoption of the 2016-2020 CDBG Program Five Year Consolidated Plan; Analysis of Impediments to Fair Housing Choice Study; and the 2016 Annual Action Plan included in the Five Year Plan.

Resolution No. 29-16 – A Resolution Adopting the 2016-2020 Five Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

Resolution No. 30-16 – A Resolution Adopting the 2016 Analysis of Impediments to Fair Housing Choice Study for the Grand Junction Community Development Block Grant (CDBG) Program

Resolution No. 31-16 – A Resolution Adopting the 2016 Program Year Annual Action Plan as a Part of the City of Grand Junction 2016 Five Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

®Action: *Adopt Resolution Nos. 29-16, 30-16, and 31-16*

Staff presentation: Tim Moore, Deputy City Manager  
Kristen Ashbeck, CDBG Administrator

6. **Public Hearing – Approval of Loan Contract with the Colorado Water Conservation Board for the Hallenbeck No.1 Downstream Slope Repair, Relating to a Loan in the Maximum Principal Amount of \$1,010,000 Payable from Net Revenues of the City’s Water Activity Enterprise** [Attach 6](#)

The City Water Department has applied for a loan from the Colorado Water Conservation Board to facilitate repair of the Hallenbeck No. 1 Dam (Purdy Mesa). The dam experienced a structural failure in June of 2014 and has been drained since that time. City Council approved debt funding for this project during the 2016 budget review process.

Ordinance No. 4707 – An Ordinance Approving a Loan from the Colorado Water Conservation Board to Finance Improvements to the City’s Water System; Authorizing the Form and Execution of the Loan Contract and a Promissory Note to Evidence Such Loan; Authorizing the Execution and Delivery of Certain Documents Related Thereto, Including a Security Agreement; and Prescribing Other Details in Connection Therewith

®Action: *Adopt Ordinance No. 4707 on Final Passage and Order Final Publication in Pamphlet Form and Authorize the President of the Council to Enter into the Contract for a Loan up to \$1,010,000*

Staff presentation: Greg Lanning, Public Works Director  
Jay Valentine, Internal Services Manager

7. **3<sup>rd</sup> Party Natural Gas Services for City Facilities** [Attach 7](#)

Request to enter into a contract with A M Gas Marketing, Corp., Aspen, CO to provide 3<sup>rd</sup> party natural gas services to approximately fourteen City facilities for building and water heating.

*Action: Authorize the Purchasing Division to Enter into a Contract with A M Gas Marketing Corp. of Aspen, CO to Provide 3<sup>rd</sup> Party Natural Gas Services for Approximately Fourteen City Facilities*

Staff presentation: Jay Valentine, Internal Services Manager

8. **City of Grand Junction Fire Department and Grand Junction Regional Airport Authority – Fire Station Partnership Feasibility Study** [Attach 8](#)

The intent of this award is to hire a professional consulting firm to provide a feasibility study for determining the viability of establishing a fully functional and operational fire station to be located on Grand Junction Regional Airport Authority (GJRAA) property for the City of Grand Junction, in conjunction with the GJRAA, to not only provide services to the airport, but to the surrounding area for citizens as well.

*Action: Authorize the Purchasing Division to Enter into a Contract with Roth Sheppard Architects, LLP of Denver, CO to Provide a Feasibility Study for a Potential Joint Partnership with the Grand Junction Regional Airport Authority for the Location and Operation of a Fire Department Located within the Airport Operating Area in an Amount Not to Exceed \$50,000*

Staff presentation: Ken Watkins, Fire Chief  
Bill Roth, Deputy Fire Chief  
Jay Valentine, Internal Services Manager

9. **Purchase 14.24± Acres of Land from School District 51, Adjacent to Matchett Park** [Attach 9](#)

The School Board has decided to sell approximately 14.24± acres of property adjacent to Matchett Park and has given first right of purchase to the City of Grand Junction. A recent appraisal of the property placed value of this site at approximately \$355,000 of which the School District has agreed to accept.

Resolution No. 32-16 – A Resolution Authorizing the Purchase of 14.24± Acres of Property Located Near Matchett Park in Grand Junction, Colorado from Mesa County Valley School District 51

®Action: Adopt Resolution No. 32-16

Staff presentation: John Shaver, City Attorney  
Rob Schoeber, Parks and Recreation Director

10. **Non-Scheduled Citizens & Visitors**
11. **Other Business**
12. **Adjournment**

Attachi

# Grand Junction

State of Colorado

## PROCLAMATION

*WHEREAS, the Grand Junction community has been shaped throughout its history by the wide-ranging vision of many colorful and interesting men and women; and*

*WHEREAS, the stories of these significant men and women are to be told and retold through a walking tour of history for the benefit of those who love Grand Junction – its current and future children, residents, visitors, and history-seekers; and*

*WHEREAS, the many and distinctive people who create Grand Junction's unique sense of place have come and gone, and will continue to do so; and*

*WHEREAS, the City of Grand Junction was Colorado's first municipality to win the prestigious Governor's Award for wide-ranging use of arts and culture to build community; and*

*WHEREAS, a team of local citizens has worked with the local arts and historical communities to create The Legends of the Grand Valley historic sculpture project; and*

*WHEREAS, The Legends of the Grand Valley annually has commemorated a key local figure by erecting a sculpture depicting that man or woman; and*

*WHEREAS, these sculptures are held in public trust as part of downtown Grand Junction's Art on the Corner; and*

*WHEREAS, the ninth of these sculptures, honoring pioneer broadcaster, Rex Howell, founder of KFXJ Radio and KREX Television (the first radio and television stations in Grand Junction) and The Legends of the Grand Valley, is being installed on June 17, 2016.*

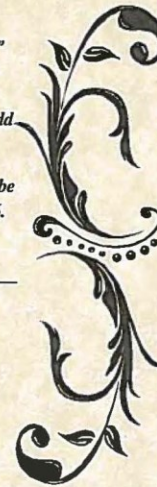
*NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim Friday, June 17, 2016 as*

*“REX HOWELL AND THE LEGENDS OF THE GRAND VALLEY DAY”*

*in the City of Grand Junction, and encourage the entire community to support The Legends of the Grand Valley in its efforts to both preserve the history and add to the beauty of our City.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of June, 2016.*

\_\_\_\_\_  
Mayor



Attachi

# Grand Junction

State of Colorado

## PROCLAMATION

*WHEREAS, worldwide, more than 160,000 children are diagnosed with cancer each year; and*

*WHEREAS, childhood cancer is the number one cause of death by disease of children in the United States; and*

*WHEREAS, the St. Baldrick's Foundation is the largest volunteer-driven charity committed to funding the most promising research to find cures for childhood cancers and give survivors long and healthy lives; and*

*WHEREAS, the St. Baldrick's Foundation currently funds more in childhood cancer research grants than any organization except the U.S. government; and*

*WHEREAS, enlisting the recognition and support of elected officials in the City of Grand Junction will help to raise awareness and move us closer to finding cures and better treatment options for kids battling this disease.*

*NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of June 19<sup>th</sup> as*

### **"ST. BALDRICK'S FOUNDATION WEEK"**

*in the City of Grand Junction and urge all the citizens of the City to recognize the seriousness of childhood cancers and the meritorious work of the St. Baldrick's Foundation to "Conquer Kids' Cancer" by supporting the 5<sup>th</sup> Annual Grand Junction Head Shaving Event on June 25<sup>th</sup>.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of June 2016.*

\_\_\_\_\_  
Mayor





Attachi

# Grand Junction

State of Colorado

## PROCLAMATION

*WHEREAS, the elderly and persons with disabilities are vital members of our families, our society, and our community. Often, these residents are vulnerable to assault, burglary, fraud, abuse, neglect, exploitation, and other crimes since they may not be able to provide their own care and protection. Raising awareness is a fundamental prevention strategy that involves not only teaching new information, but also helping to change attitudes and behavior toward this delicate matter; and*

*WHEREAS, adult abuse encompasses many different types of harm and can occur in community or institutional settings; and*

*WHEREAS, abuse of elderly and disabled persons is a tragedy inflicted on a vulnerable segment of the population that crosses all socio-economic boundaries; and*

*WHEREAS, combating abuse and neglect of these citizens will help improve the quality of life for all citizens across Colorado, and will allow these vulnerable citizens to live as independently and vibrantly as possible; and*

*WHEREAS, Colorado's elderly and disabled citizens should be treated with respect and dignity as they continue to serve as leaders, mentors, volunteers, and as important and active members of our communities; and*

*WHEREAS, the observance of Adult Protection Awareness Month reminds us of our common responsibility to ensure the health, safety, dignity, and well-being of all disabled and elderly adults.*

*NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of June 2016 as*

### **"ADULT PROTECTION AWARENESS MONTH"**

*in the City of Grand Junction and urge all citizens to reach out with compassion and respect to adults with a unique set of circumstances to make a difference in their quality of life.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15<sup>th</sup> day of June 2016.*

\_\_\_\_\_  
Mayor



Attach 1

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY  
May 16, 2016 – Noticed Agenda Attached**

Meeting Convened: 4:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:41 p.m.

City Council Members present: All, Councilmember Taggart arrived at 4:43 p.m. and Councilmember Traylor Smith left at 6:30 p.m.

Staff present: Shaver, Camper, Watkins, Hazelhurst, Finlayson, Kovalik, Valentine, Hockins, Lanning, Portner, Romero, Dackonish, Mathis, Evans, Thornton, and Tuin

Also: Richard Swingle, Julie Mamo, Marc McGill, Amy Hamilton, Bruce Lohmiller, Paul Sweeney, Karen Sjoberg, Kristin Winn, Elizabeth Rowan, and many other members of the public.

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Council President Norris opened the meeting and introduced Marc Magill.

Agenda Topic 1. Meet with Marc Magill, VA (Veterans Administration) Medical Center Director

Mr. Magill thanked Council and said the VA healthcare system is transforming its services and he is optimistic about the VA's future in Grand Junction; he reviewed some specialty programs highlighting veteran housing and training programs, access to specialist providers, use of surgical robotics, tele-services, and how they are sharing technology with other local providers. He noted local contractors were used in the building of their new parking garage and hoped local contractors will be used for future projects. Mr. Magill then said the local American Legion was asked to assess the Grand Junction VA facility and services and a town hall meeting was held in Palisade. He lamented that the Choice Program failed for both patients and providers (some providers have not being paid).

Councilmember Chazen asked for information regarding a VA outreach program that is expanding into Colorado. Customer Relations Service/Alternate Patient Advocate Chief Paul Sweeney explained Cover to Cover, a holistic program for elderly veterans that assesses needs and stresses preventive measures. It will soon be implemented on the western slope and be able to be accessed through the 211 Program.

Councilmember Traylor Smith asked what steps the VA is taking to provide elder care needs. Mr. Magill said the VA has adequate capacity for long term care and mental health care; they are working on services for geriatric psychological needs; he felt the Grand Junction VA is well suited professionally and geographically to provide this type of care and added tele-medical services would also benefit this population by being able to utilize out-of-area specialists.

Councilmember Kennedy said cannabis has been shown to be an effective treatment for mental and PTSD (post-traumatic stress disorder) illnesses and asked what steps are being taken locally and federally to provide this treatment. Mr. Magill said personally he is in favor of clinically evidenced nontraditional treatments being prescribed and covered through the VA.

Mr. Sweeney announced an Open House will be held on May 25<sup>th</sup> where concerns regarding the VA and their programs can be voiced. Council President Norris thanked them for the update and for what they do for veterans and the City.

Agenda Topic 2. Overview of Open Burning within the City Limits and the Rural Fire Protection District

Grand Junction Fire Department (GJFD) Chief Ken Watkins said fire prevention is the main concern regarding open burning and noted additional information on rules, regulations, and burning alternatives can be found on the GJFD's website.

Fire Marshal Chuck Mathis reviewed some of the regulations for recreational burns and the handout highlighting local burn and permit statistics and the fire reporting classification system.

Chief Watkins explained the cost analysis (not all calls are billed/reimbursed), response costs, permit costs/revenue, and how the City program compares to others in the State regarding issuing permits, what can be burned, and if prior dispatch notification is required (GJFD prefers no prior notification).

Marshal Mathis went over typical differences between larger agricultural versus smaller residential burns and how each can affect visibility, respiratory issues, and calls to dispatch.

Mesa County will be launching a county-wide program on September 1<sup>st</sup> with the following changes: online application system, only \$20 single event (within a 10 day window) permits will be issued (currently the City allows unlimited burns annually within both season date ranges), and the size of burn piles will be limited (local departments will continue to regulate residential burns). The County would like all municipalities/fire districts to adopt their new system and an education campaign will be conducted this summer. Chief Watkins suggested the City transition to the County system as one system will be less confusing. Many felt since the City is more densely populated than the County, it should have more stringent regulations.

Marshal Mathis listed anticipated benefits and concerns if the City restricted open burns only to agricultural. There was discussion regarding restricting burns to bigger parcels, having the GJFD conduct larger burns, and banning recreational burns.

Councilmember Chazen said he reviewed the City's current open burn regulations and felt they are good and specific enough.

Chief Watkins said he was surprised to see the number of permits issued in the urban areas and would recommend restricting burns in these areas.

Councilmember Traylor Smith suggested more specific information be compiled regarding the type, size, and location of the burns in order to tailor regulations and formulate viable alternatives. Councilmember Taggart agreed, but suggested implementing bans excluding agricultural and larger lots in the meantime.

It was agreed to get more information on local burning, consider banning burns on 5 (±) acres or less starting this fall, find out how much to charge for a green waste pickup service, and promote alternatives to burning; Chief Watkins and City Attorney Shaver will work on these changes.

Agenda Topic 3. Wireless Master Plan (WMP) Update

Information Technology (IT) Director Jim Finlayson said he met with the City and County Planning Commissions in January and both recommended adoption of the WMP. The City Planning Commission

(PC) requested specific site preferences for any publicly owned properties be removed from the proposed City ordinance; the public hearing will be held June 1<sup>st</sup>. He then reviewed the handout and explained the WMP makes the coverage assumption that all carriers make use of all equipment on all available towers; maximizing private tower use may be difficult since owners cannot be compelled to allow additional use/equipment which is one reason why the use of public property should be considered.

Councilmember Chazen asked if the ordinance would preclude towers on private property. Staff Attorney Shelly Dackonish said public (especially City) property would be preferred since it would be pre-vetted for expedited permitting and would allow the City to control the type of tower built, the type of use, specific location, maintenance, and would provide a stable revenue source, but it would not preclude private property owners.

Staff Attorney Dackonish explained the PC specifically objected to the property preference order (City owned; publicly owned; privately owned) so two versions of the ordinance will be presented June 1<sup>st</sup>, one with the preferences and one without.

Concern was expressed that this preference would preclude a level playing field for private land owners. Mr. Finlayson explained tower locations would primarily be a decision made by the cellular companies or the tower builders, not the City. He noted the red numbered items on the Siting Preference Hierarchy page were the items the PC requested to be removed from the ordinance.

Councilmember Kennedy noted that having pre-vetted properties is a great step forward and will be a benefit to the service providers.

City Attorney Shaver said a sunset clause could be added to the ordinance regarding the specific siting preferences.

Internal Services Manager Jay Valentine said GASB (Government Accounting Standards Board) recommends creating a separate fund (Staff prefers an Enterprise Fund) for tower leasing revenue (about \$25 to \$50,000 annually per tower). An Enterprise Fund would allow the revenue to be used for needed technology upgrades and would create a revenue stream for 911 communications. The ordinance does not address revenue; Council decided more research and information is needed before a decision can be made on the accounting structure.

#### Agenda Topic 4. Financial Update

Discussion postponed.

#### Agenda Topic 5. Committee and Board Reports

Discussion postponed. The Event Center Report will be at a future meeting.

#### Agenda Topic 6. Other Business

There was none.

With no other business the meeting was adjourned.

GRAND JUNCTION CITY COUNCIL  
MONDAY, MAY 16, 2016

WORKSHOP, 4:30 P.M. (note early start time)  
CITY HALL AUDITORIUM  
250 N. 5<sup>TH</sup> STREET

*To become the most livable community west of the Rockies by 2025*

1. **Meet with Marc Magill, VA Medical Center Director**
  
2. **Overview of Open Burning within the City Limits and the Rural Fire Protection District:** An overview of open burning within the Grand Junction Fire Department response area will be presented. The presentation will include information on the City's burn permit program including: City ordinances, permit locations in the City and Rural Fire Protection District, brush fire response, and emergency medical calls which may be related to open burning during the burn season. In addition, a comparison of open burning and permit requirements in other western slope communities will be presented.

**Attachment**  
**Supplemental Documents**
  
3. **Wireless Master Plan Update:** The Wireless Master Plan (WMP) is now in final draft and has been recommended for adoption by the Planning Commission. The workshop will include an overview of the plan highlights, review the guidance provided by City Council in the January 18, 2016 workshop, and discuss proposed changes to the City's zoning and development regulations to implement the plan and bring the regulations into compliance with new federal regulations.

**Attachment**  
**Supplemental Documents**
  
4. **Financial Update**
  
5. **Committee and Board Reports**
  
6. **Other Business**

**GRAND JUNCTION CITY COUNCIL**  
**MINUTES OF THE REGULAR MEETING**  
**June 1, 2016**

The City Council of the City of Grand Junction convened into regular session on the 1<sup>st</sup> day of June, 2016 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Martin Chazen, and Council President Phyllis Norris. Councilmembers Barbara Traylor Smith and Rick Taggart were absent. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Kennedy led the Pledge of Allegiance which was followed by a moment of silence.

**Proclamation**

Proclaiming the Month of June and Wednesday, June 22, 2016 as “Bike Month and Bike to Work Day” in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Kristen Heumann, Chair of the Urban Trails Committee, and David Lehmann, Vice Chair of the Urban Trails Committee, were present to receive the proclamation. They were accompanied by several others representing Bike Month. Ms. Heumann thanked City Council for the proclamation noting the event is growing in popularity. She listed a number of bike related events.

**Appointments**

**To the Forestry Board**

Councilmember Kennedy moved to appoint Mollie Higginbotham as 2<sup>nd</sup> alternate to the Forestry Board for the remaining portion of a three year term expiring November 2018. Councilmember Chazen seconded the motion. The motion carried by roll call vote.

**To the Downtown Development Authority/Downtown Grand Junction Business Improvement District (DDA/BID)**

Councilmember Chazen moved to appoint Tom LaCroix to the Downtown Development Authority/Downtown Grand Junction Business Improvement District for a four year term expiring June 2020. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

### **Certificates of Appointment**

#### **To the Horizon Drive Association Business Improvement District**

Councilmember Boeschstein presented a certificate of appointment to Chuck Keller to the Horizon Drive Association Business Improvement District. Mr. Keller thanked City Council for their support.

#### **To the Parks and Recreation Advisory Board**

Councilmember Kennedy presented a certificate of reappointment to Bob Wiig and certificates of appointment to Abby Landmeier and Sam Susuras to the Parks and Recreation Advisory Board. They all thanked City Council.

### **Citizen Comments**

Bruce Lohmiller, 536 29 Road, spoke to Council regarding what he referred to as "Poison for Profit" in relation to the energy industry and using alternative sources of energy; relaxed standards are being proposed that would benefit both the environment and consumers. Also, he felt the two week homeless shelter program, held at Cashman Center during the Christmas season by the City of Las Vegas, was helpful.

Ed Kowalski, 2871 Orchard Avenue, said he felt compelled to address sidewalks and safety. He questioned how he could get the Council to listen. He spoke with the Principal of Nisley Elementary School who feels safety for kids getting to school is of the utmost importance. There are no sidewalks from the Pathways development to the school. He questioned if everything that can be done is being done.

Richard Swingle, 443 Mediterranean Way, addressed the City Council and presented a slide show titled "Welcome and Go Find a Rock". He welcomed the coming of the new City Manager Greg Caton. He then talked of his experience with a manager at a previous job. He compared the story with the City Council, Best Practices, and what is wrong with City Councils.

### **Council Comments**

Councilmember McArthur had no comments.

Councilmember Boeschenstein listed the meetings he attended including the Grand Junction Economic Partnership's (GJEP) Western Colorado 2016 Economic Summit he attended that day.

Councilmember Chazen said he did a ride-along with the Grand Junction Police Department (GJPD); it was an eye opening experience and he encouraged all citizens to register their bicycles with the GJPD. He listed other meetings he attended which included the DDA/BID, where they settled on a new structure for the DDA/BID. He went to the Junior College Baseball World Series (JUCO) Banquet; it was a good program on past and present participants. He also went to the Veterans Ceremony at the Veterans Memorial Cemetery of Western Colorado on Memorial Day.

Councilmember Kennedy said the Grand Junction Off-Road and Music Festival was a great event and he thanked all those involved. He recognized all veterans and wished them and their families a retrospective Memorial Day.

Council President Norris said she went to the Police Week Memorial which was well attended.

### **Consent Agenda**

Councilmember McArthur read the Consent Calendar items #1 through #9 and moved to adopt the Consent Calendar. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

*Action: Approve the Summaries of the May 2, 2016 and May 9, 2016 Workshops, the Minutes of the May 18, 2016 Regular Meeting, and the Minutes of the May 23, 2016 Special Session*

2. **Setting a Hearing Amending Sections of the Zoning and Development Code to Add a New Category for Stand-Alone Crematories**

The proposed ordinance amends the Zoning and Development Code, Title 21, of the Grand Junction Municipal Code (GJMC) by adding a new category for stand-alone crematories.

Proposed Ordinance Amending Section 21.04.010 Use Table, Section 21.06.050(c) Off-Street Required Parking, and Section 21.10.020 Terms Defined Concerning Crematories



*Action: Introduce a Proposed Ordinance and Set a Public Hearing for June 15, 2016*

3. **Setting a Hearing for the PIA Zone of Annexation, Located at 2757 Hwy 50**

A request to zone 2.784 acres located at 2757 Hwy 50 from a County C-2 to a City C-2 (General Commercial) zone district in conjunction with the property being annexed into the City.

Proposed Ordinance Zoning the PIA Annexation to C-2 (General Commercial), Located at 2757 Highway 50

*Action: Introduce a Proposed Zoning Ordinance and Set a Hearing for June 15, 2016*

4. **Setting a Hearing on the Retherford Annexation, Located at 2089 Broadway**

A request to annex 0.84 acres located at 2089 Broadway. The Retherford Annexation consists of one parcel of land (0.48 acres in size) and 0.36 acres of public right-of-way of Broadway (Hwy. 340) and Jesse Way.

Resolution 22-16 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, Retherford Annexation, Located at 2089 Broadway

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Retherford Annexation, Located at 2089 Broadway, Consisting of One Parcel and 0.36 Acres of Broadway and Jesse Way Rights-of-Way

*Action: Adopt Resolution No. 22-16, Introduce a Proposed Annexation Ordinance, and Set a Hearing for July 20, 2016*

5. **Setting a Hearing on an Ordinance Approving a Loan Contract with the Colorado Water Conservation Board for the Hallenbeck No.1 Downstream Slope Repair, Relating to a Loan in the Maximum Principal Amount of \$1,010,000 Payable from Net Revenues of the City's Water Activity Enterprise**

The City Water Department has applied for a loan from the Colorado Water Conservation Board to facilitate repair of the Hallenbeck No. 1 Dam (Purdy Mesa). The dam experienced a structural failure in June of 2014 and has been drained since that time. City Council approved debt funding for this project during the 2016 budget review process.

Proposed Ordinance Approving a Loan from the Colorado Water Conservation Board to Finance Improvements to the City's Water System; Authorizing the Form and Execution of the Loan Contract and a Promissory Note to Evidence Such Loan; Authorizing the Execution and Delivery of Certain Documents Related Thereto, Including a Security Agreement; and Prescribing Other Details in Connection Therewith

*Action: Introduce a Proposed Ordinance, Set a Hearing for June 15, 2016, and Authorize the President of the Council to Enter into the Contract for a Loan up to \$1,010,000*

6. **Outdoor Dining Lease for Just Be, LLC dba Barons, Located at 539 Colorado Avenue**

Barons, located at 539 Colorado Avenue, is requesting a first-time Outdoor Dining Lease for an area measuring approximately 480 square feet directly in front of the building. The lease would permit the business to include the leased area in their licensed premise for alcohol sales.

Resolution No. 23-16 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Just Be, LLC dba Barons, Located at 539 Colorado Avenue

*Action: Adopt Resolution No. 23-16*

7. **Outdoor Dining Lease for Las Marias, Inc. dba Las Marias, Located at 118 S. 7<sup>th</sup> Street**

Las Marias, located at 118 S. 7<sup>th</sup> Street, is requesting a first-time Outdoor Dining Lease for an area measuring 304 square feet directly in front of the building. The lease would permit the business to include the leased area in their licensed premise for alcohol sales.

Resolution No. 24-16 – A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Las Marias, Inc. dba Las Marias, Located at 118 S. 7<sup>th</sup> Street

*Action: Adopt Resolution No. 24-16*

8. **Vistas at Tiara Rado Phase II, Multi-Purpose Easement Vacation, Located at 2063 S. Broadway**

The applicant, Hatch Investments LLC, requests approval to vacate a public multi-purpose easement in anticipation of the next phase of development at Vistas at Tiara Rado. The proposal is to vacate the encumbered area where the existing multi-purpose easement is located in order to accommodate new building footprint

designs and rededicate a new multi-purpose easement on the proposed subdivision plat.

Resolution No. 25-16 – A Resolution Vacating a Multi-Purpose Easement for the Vistas at Tiara Rado, Phase II Residential Development, Located at 2063 S. Broadway

*Action: Adopt Resolution No. 25-16*

9. **Contract to Install the HVAC for City Hall IT Server Room**

This request is to award a contract for the supply and installation of a new HVAC system for the upcoming relocation of the City's IT Server Room at City Hall.

*Action: Authorize the Purchasing Division to Enter into a Contract with Arctic Cooling and Heating, Grand Junction, to Provide and Install a New HVAC System at City Hall for the New IT Server Room in the Amount of \$189,408*

**ITEMS FOR INDIVIDUAL CONSIDERATION**

**Application for US Department of Justice Annual Justice Assistance Grant (JAG) for Technology Enhancements for Information Sharing**

The Grand Junction Police Department has been solicited by the Bureau of Justice Assistance program of the US Department of Justice to apply for an annual grant for 2016 in the amount of \$28,487. If awarded, these funds will be used toward the annual contract maintenance of SmartForce software that provides a platform to access data from several information systems involved in operations. (The SmartForce software was approved/purchased utilizing last year's JAG grant). In addition, the remaining funds (\$4,487) will be used to purchase upgrades to current technology for the Investigations Unit.

As part of the application process, the Bureau of Justice Assistance requires that City Council review and authorize receipt of the grant, and provide an opportunity for public comment. Therefore, a public comment opportunity is requested for the purpose of satisfying this requirement.

John Camper, Police Chief, presented this item and the reason for the request. The funding will be used for the maintenance of software purchased last year with a portion to be used for technology enhancements. The JAG is for \$28,487. The grant does require an opportunity for public comment.

There were no public comments.

Councilmember Boeschstein moved to authorize the Interim City Manager to apply for these funds, and if awarded, to manage \$28,487. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

**Sole Source Approval to Purchase Econolite's Advanced Transportation Management System, Centracs, as a Replacement for the Current System**

The centralized management system software that is used to operate and program individual traffic signal controllers is referred to as an Advanced Transportation Management System (ATMS). The Transportation Engineering Division has utilized ATMS software for over two decades, and is currently using an outdated and obsolete version of Econolite's system. This purchase would update the system to the current version of Econolite's ATMS, which is named Centracs.

Greg Lanning, Public Works Director, presented this item, the use of the system for traffic management, and the reasons why the request is for a Sole Source purchase with Econolite. The original system was donated to the City twenty years ago and the sole source product is compatible with the existing hardware. Other systems were reviewed and compared. The amount is budgeted for the purchase.

Councilmember Chazen asked how long this system is anticipated to last. Mr. Lanning said it should last at least five years, but it is hard to say due to the speed at which technology is changing. This purchase price includes the annual maintenance and support.

Councilmember Boeschstein asked if each signal will require modification. Mr. Lanning said the software at the control station allows for 25 additional licenses. Each signal does have a component that needs to be changed and that will be a phased project.

Councilmember Chazen moved to authorize the City Purchasing Division to Sole Source the purchase of Centracs, an Advanced Transportation Management System, from Econolite, in the amount of \$122,710. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

**Public Hearing – Studt Annexation and Zoning, Located at 227 29 Road**

A request to annex property located at 227 29 Road and zone the 0.9 acre parcel from a County RSF-4 (Residential Single Family 4 du/ac) to a City R-4 (Residential 4 du/ac) zone district.

The public hearing was opened at 7:40 p.m.

Senta Costello, Senior Planner, presented this item. She described the site, the location, the surrounding zoning, and the request. No concerns were expressed during the neighborhood meeting held on January 25, 2016. The Planning Commission recommended approval at their May 10, 2016 meeting.

Councilmember McArthur asked if the lot to be annexed is comparable in size to the surrounding lots and if a City sewer connection is available. Ms. Costello said it is a little deeper and narrower, but meets the minimum lot requirements and a City sewer connection is available.

Council President Norris commented that she felt this will be a good development for the area.

There were no public comments.

The public hearing was closed at 7:44 p.m.

Resolution No. 26-16 – A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining that Property Known as the Studt Annexation, Located at 227 29 Road, is Eligible for Annexation

Ordinance No. 4699 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Studt Annexation, Consisting of One Parcel of 0.9 Acres, Located at 227 29 Road

Ordinance No. 4700 – An Ordinance Zoning the Studt Annexation to R-4 (Residential 4 du/ac), Located at 227 29 Road

Councilmember Kennedy moved to adopt Resolution No. 26-16 and Ordinance Nos. 4699 and 4700 on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

**Public Hearing – Petition to Include Properties Located at 735, 737, and 749 South Avenue and 821 First Avenue in the Boundaries of the Downtown Development Authority (DDA)**

LOJO Partnership, LLP has submitted a petition to include 735, 737, and 749 South Avenue and 821 First Avenue in the boundaries of the Downtown Development Authority. The properties have been consolidated and replatted as a part of 630 S. 7<sup>th</sup> Street, which is already within the DDA boundary.

The public hearing was opened at 7:45 p.m.

Kathy Portner, Interim Downtown Development Authority Director, presented this item and described the request.

Councilmember Kennedy said it is great to see the Downtown Development Authority (DDA) expanding its boundaries to the south. Councilmember Boeschenstein agreed noting that the 7<sup>th</sup> Street Corridor needs to be redeveloped to the south.

Councilmember Chazen said he is very supportive of the request. He asked Ms. Portner to describe the impact this inclusion will have on the City.

Ms. Portner said the inclusion of the property into the DDA boundary will trigger an additional mill levy to the DDA. The additional TIF (tax increment financing) assessment comes into play when improvements to the property are made.

Council President Norris asked if the alleys are included in the request. Ms. Portner advised that the alleys were previously vacated so yes they will be included.

There were no public comments.

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

Ordinance No. 4701 – An Ordinance Expanding the Boundaries of the Grand Junction, Colorado, Downtown Development Authority to Include 735 South Avenue, 737 South Avenue, 749 South Avenue, and 821 First Avenue

Councilmember Chazen moved to adopt Ordinance No. 4701 on final passage and ordered it published in pamphlet form. Councilmember Boeschenstein seconded the motion. Motion carried by roll call vote.

### **Public Hearing – Hoesch Street Vacation, Located West of 723 W. White Avenue**

A request to vacate the undeveloped portion of Hoesch Street located south of W. White Avenue and west of the property located at 723 W. White Avenue.

The public hearing was opened at 7:50 p.m.

Senta Costello, Senior Planner, presented this item. She described the request and the location.

Councilmember McArthur asked how the property is currently zoned. Ms. Costello said it is zoned I-1 and has been developed as an industrial supply company.

Councilmember Chazen asked what is south of this vacation. Ms. Costello said it is the portion of right-of-way for 635 W. White Avenue which is east of this property.

Councilmember Boeschstein asked if a utility easement should be maintained. Ms. Costello said no, there aren't any utilities located in this area.

There were no public comments.

The public hearing was closed at 7:55 p.m.

Ordinance No. 4702 – An Ordinance Vacating Right-of-Way for Hoesch Street, Located West of 723 W. White Avenue

Councilmember Boeschstein moved to adopt Ordinance No. 4702. Councilmember McArthur seconded the motion. Councilmember Boeschstein amended his motion to include on final passage and ordered final publication in pamphlet form. Councilmember McArthur seconded the amended motion. Motion carried by roll call vote.

**Public Hearing – Amending Title 31, Comprehensive Plan, of the Grand Junction Municipal Code by Adding Section 31.12 Wireless Master Plan**

The proposed ordinance amends Title 31, of Volume III: Comprehensive Plan of the Grand Junction Municipal Code (GJMC) by adding Section 31.12, Wireless Master Plan. The purpose of the amendment is to adopt the Wireless Master Plan (WMP) as an element of the Comprehensive Plan (CP).

The public hearing was opened at 7:56 p.m.

Jim Finlayson, Information Technology Director, presented this item and explained the purpose which is to provide wireless coverage while minimizing the visual impacts of having that coverage.

Susan Rabold, Project Manager for CityScape Consultants, explained how an infrastructure inventory was developed, frequency gap areas were identified, and stakeholder preferences were documented. This information is designed to help wireless companies maximize the use of existing towers and identify new sites for better coverage. Then they did some modeling for the high and low frequency needs and identified areas where there is no coverage. They have modeled the areas and the different kinds of coverage that will be needed in the future. They don't anticipate companies will fill in gaps in remote/ rural areas based on their business models. Ms. Rabold reviewed stakeholder preferences on tower utilization and concealment and the requirements for priority sites (public and private) to be determined along with the

recommended design criteria for each site. It was estimated 40 new sites will be needed over the next 10-15 years.

David Thornton, Principal Planner, reviewed the WMP criteria and recommendations regarding the City's CP, the Economic Development Plan, and the Zoning and Development Code concluding the amendments are consistent with the purpose and intent of the WMP, the criteria for the Code has been met, and both the City and County Planning Commissions approved the WMP.

Councilmember McArthur noted the study area (1.5 miles beyond Mesa County's border) exceeded the City/Persigo 201 Boundary and asked if the County was involved. Mr. Finlayson said the County has been involved throughout the process. At the beginning of the project it was determined public safety communications would benefit the most from wireless improvements; the County agreed and funding was then coordinated through the 911 Center.

Councilmember Boeschstein appreciated that the WMP was included in the CP. He then asked if there were tower utilization requirements. Mr. Thornton said that is addressed in the proposed Zoning Ordinance which is the next item and would require a regulation. Mr. Finlayson added the WMP explains what needs to be done and the ordinance, which will amend the Code, addresses how things need to be done with details like priority preferences.

Councilmember Chazen clarified that a joint City/County Planning Commission meeting was held on the WMP; the County adopted it and the City unanimously recommended it to Council.

Councilmember Kennedy asked how many private property sites identified by the City as needing a tower, met all the site requirements. Mr. Finlayson said this information was not gathered and explained site areas would be determined by carriers wanting to add coverage.

Councilmember Kennedy then asked if other municipalities within Mesa County have been involved and/or looking to adopt a similar plan. Mr. Thornton said throughout the process they were invited to join this effort; he does not think any have moved forward to adopt any changes to their Codes, but they could use the City's information as a starting point. The County, however, is working on adopting changes to their Code.

Councilmember Kennedy asked when remote areas might see enhanced coverage due to the adoption of the WMP. Mr. Finlayson said they have been working with the 911 Board to determine areas needing coverage, what kind of technology can be added now, and if commercial carriers would contribute towers/equipment for mutual benefit. It is hoped progress could be realized within the next six months.



Ms. Rabold said they got a great response from some in the industry and they are aware of the desire to add infrastructure to these remote areas.

Councilmember Kennedy said he enthusiastically supports this item and the next one.

Council President Norris thanked everyone involved and said she attended many of the meetings where there was a lot of public comment which was handled well. She expressed concern regarding public safety and would like to move this forward faster so responders can maintain communication throughout the County.

Richard Swingle, 443 Mediterranean, said he read the WMP and is concerned by the lack of fiber to the towers and asked the consultant to comment. Ms. Rabold said the lack of cable and how much microwave currently being used in the area was a surprise. One of the recommendations to promote broadband is to expand the fiber base and installing fiber is one of the action items.

The public hearing was closed at 8:39 p.m.

Councilmember Boeschstein noted the Museum of the Western Colorado is listed twice as a non-public site on the priority list, but it is a public site. He said they are anxious to get cell service in their tower.

City Attorney Shaver said the Museum's designation doesn't change the process, but it will be noted and the designation reviewed.

Ordinance No. 4703 – An Ordinance Adopting the Wireless Master Plan as an Element of the Grand Junction Comprehensive Plan Amending Title 31, Comprehensive Plan, of the Grand Junction Municipal Code by Adding Section 31.12 Wireless Master Plan

Councilmember Kennedy moved to adopt Ordinance No. 4703 on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Council President Norris called a recess at 8:40 p.m.

The meeting reconvened at 8:49 p.m.

**Public Hearing – Amending the Zoning and Development Code Sections of the Grand Junction Municipal Code Governing Development of Telecommunications Facilities**

The proposed ordinance amends the Zoning and Development Code, Title 21, of the Grand Junction Municipal Code (GJMC) by amending the City's regulations for

telecommunications facilities, implementing the Wireless Master Plan (WMP), and bringing the regulations into compliance with Federal law.

Council President Norris noted a reduced number of Council was present and if a majority could not be reached the item would be carried over to the next meeting.

The public hearing was opened at 8:50 p.m.

David Thornton, Principal Planner, introduced this item and the CityScape consultant Anthony Lepore.

Mr. Lepore explained this is the enabling legislation that will allow the WMP goals to be accomplished. Reasons to update the Code include changes to federal legislation and regulations; the underlying sentiment is to allow local governments to regulate the placement of facilities. The proposed Code amendment goals are: implement the WMP; conform local to federal regulations governing telecommunications; limit/manage unnecessary proliferation of towers; and establish standards to encourage safe and effective wireless facilities while minimizing their impact on land use and enhancing emergency communications. The ordinance encourages the maximization of co-location, infrastructure concealment, and siting preferences to name a few. The WMP lists a hierarchy of options with priority sites being identified for reasons of public safety, aesthetics, and revenue. The listed hierarchies would not prevent an applicant from using a lower ranked preference, but the mechanism will require them to demonstrate why higher ranked options will not work. He showed a number of examples of concealed facilities. Mr. Lepore recommended the Code Amendments, as proposed by Staff be adopted.

Mr. Thornton explained that the City Planning Commission (PC) reviewed the proposed ordinance and recommended a modified ordinance which removed the priority siting preference (Section 5); both ordinance versions are provided in the materials.

Mr. Thornton then reviewed the Findings of Fact and Conclusions and said Staff Attorney Shelly Dackonish wrote the ordinance and can answer questions on it.

Councilmember McArthur asked if the PC recommended eliminating public sites for tower use. Ms. Dackonish said just the preference was removed. She understood the PC felt it wouldn't be fair to prefer public over private property. Councilmember McArthur asked if there was a federal requirement for public property. Ms. Dackonish said there was not, the preference was identified as a tool to provide more control and encourage co-locating. Councilmember McArthur asked if there were required tower distance restrictions. Ms. Dackonish said federal requirements state carriers be allowed to implement their networks and that type of restriction might also conflict with coverage needs. Councilmember McArthur then asked if this restriction could be

applied unless a coverage need was demonstrated. Mr. Lepore said federal regulation prohibits spacing requirements, which is why communities are utilizing preference tools which have worked well. Councilmember McArthur asked if the hierarchy preference is a way to help control the number of towers in one area. Mr. Lepore said it is a tool that is still allowed.

Councilmember Boeschstein said he thought public sites would have a preference. Ms. Dackonish said the Staff version gives preference to public sites; the PC requested another version also be proposed that does not include that preference. Staff felt it would be beneficial for towers to be on public property as it would allow for other uses such as a whip for 911 communications and it would also create revenue.

Councilmember Chazen asked if the two versions of the ordinance have different numbers. City Attorney Shaver said they do not; at the time of voting, the version, Staff or PC, would need to be indicated. Councilmember Chazen referred to the Use Table and asked what the abbreviation "CSR" stood for. City Attorney Shaver said it stood for Community Services Recreational zone district. Councilmember Chazen noted most parks are within this zone district and concluded towers could then be located in parks. Councilmember Chazen then asked at what workshop was this topic discussed. Mr. Thornton said it was discussed at the May 16<sup>th</sup> Council workshop. Councilmember Chazen noted the Joint City/County PC met on April 26<sup>th</sup> and Section 5, the preference of public over private property, was discussed in depth with County Planning Commissioner Rusty Price expressing his concern over it. On May 10<sup>th</sup> the City PC adopted the recommendation with the modification of removing Section 5. He then asked why only the Staff version was presented to Council at the May 16<sup>th</sup> workshop when both PC's had found exception to it and the City PC had recommended the modification to eliminate Section 5 from the ordinance. Mr. Finlayson said he led the presentation and explained both sides were presented. Councilmember Chazen said he now remembered that both were presented and asked why both versions are being submitted for consideration tonight since the PC only recommended it without the preference. Mr. Thornton said the study was a yearlong process that had a lot of public input; Staff felt it would be irresponsible not to present what came out of the study so Council could make an informed decision. He noted the PC is not as engaged as Council and it was felt Council needed to see both versions. Councilmember Chazen commented the PC's recommendation still allows for towers to be on public property. Mr. Thornton explained the PC still allowed for a preference, it is just not as strong of a preference as Staff felt the study and the public recommended. Councilmember Chazen said the PC's concern was the original recommendation would give an advantage to City owned property regarding revenue creating anti-competitive barriers through government regulation. For example, if someone had a private site, the private entity would have the burden to prove through a regulatory process why their site is

better for a tower. Mr. Thornton said that was discussed. Ms. Dackonish read Section 5, subsection 5 (same in both versions) which explains what a tower builder would need to show for a lower ranked preference site to be used. Councilmember Chazen said Planning Commissioner Ehlers' concern was that a private party would have to prove, with clear and convincing evidence, why their site would be a better choice and asked why they should have to do that. Mr. Finlayson said the tower builder will determine the best location for a tower based on needed coverage and as the applicant, they will have to justify choosing a lower ranked property, not a private land owner. Mr. Lepore gave an example of sufficient justification from another community. Councilmember Chazen disagreed with the necessity of the justification process, stating it is not a level playing field. Mr. Lepore said this hierarchy is the only mechanism available to implement desired community objectives. Councilmember Chazen said those standards were just approved to be included in the CP; he voted for them. Mr. Lepore clarified that approval of this ordinance is the only way to implement and enforce those standards. Council-member Chazen said using a regulatory mechanism to tip favor toward the City erects a barrier to a free market solution; he supports the PC's recommendation. He then asked if the construction standards for Class 3 and Class 2 sites were discussed by the PC. Mr. Thornton said the PC requested more information, but it was not provided, so the standards were not included in the requested ordinance changes.

Councilmember Kennedy said there is a philosophical disagreement on the Council; he agreed with the Staff recommendation which reflected more of the community's input regarding tower placement. He felt providers will welcome pre-vetted sites as they will be more cost effective and easier to implement the technology improvements. He doesn't feel there is anything in the Staff recommendation that tilts the playing field since it is a community preference, not a mandate. The location site will be the choice of the tower builder or provider and be run through their engineering department.

Council President Norris asked why there are two recommendations; this is the first time she has seen the PC request a different version rather than deny the recommendation. City Attorney Shaver said there have not been a lot of text amendments that have come before Council; the PC is a recommending body only and since this ordinance will implement changes to the CP; it is within their legal purview to bring this before Council. Council President Norris clarified that with the Staff recommended version, the City will have input regarding appearance and co-location options; if towers are on private property, the City would not be able to apply this type of direction. City Attorney Shaver said to implement the public policy goals, it is the opinion of Staff and the consultant, that the Staff recommended version of the ordinance is the best way to implement them. The PC version will still implement the plan, just differently. Council President Norris said the public safety is the most important aspect and the community expects them to look nice.

Councilmember McArthur was concerned the City is stepping in front of the public's ability to have access to this revenue; he tried to think of other viable options, but felt this may just be an unintended consequence.

Ms. Dackonish said the public pays for City services and this alternative revenue source could help reduce the overall costs of City services. City Attorney Shaver said another justification is that the number of sites necessary to build the infrastructure coverage will be relatively small. Councilmember McArthur clarified there are not enough public sites to provide the needed coverage. City Attorney Shaver said that is correct.

Council President Norris said sites are needed all over and there may be areas where only private sites are available. Mr. Lepore said a larger pool of private sites will be needed in order to provide the desired coverage and coverage needs will determine which sites are built on first.

Councilmember Chazen said the concealment preferences are defined in CP and the ordinance put forward by the PC has specific siting preferences which will allow the City to compete.

There were no public comments.

The public hearing was closed at 9:40 p.m.

Ordinance No. 4704 – An Ordinance Amending the City's Zoning and Development Regulations Relating to Telecommunications Facilities of the Grand Junction Municipal Code

Councilmember Chazen moved to adopt Ordinance No. 4704, the PC's recommended version, on final passage and ordered final publication in pamphlet form.

Councilmember McArthur seconded the motion. Motion failed with Councilmembers Boeschstein, Kennedy, and Council President Norris voting NO.

Councilmember McArthur said he is really torn; he understands the objectives and does not think the intent is to step in front of the private property owner. He felt the City needs to go forward; he will support the Staff version.

Councilmember Kennedy moved to adopt Ordinance No. 4704, the Staff recommended version, on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried with Councilmember Chazen voting NO.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting was adjourned at 9:45 p.m.

Stephanie Tuin, MMC  
City Clerk

Attach 2

Having received additional input on the proposed amendment to the Zoning and Development Code to add a new category for stand-alone crematories, we are requesting that the item be tabled for reconsideration by the Planning Commission.



Attach 3

### CITY COUNCIL AGENDA ITEM

Date: June 3, 2016  
 Author: Kathy Portner  
 Title/ Phone Ext: Interim DDA  
Director/1420  
 Proposed Schedule: June 15, 2016  
 2nd Reading  
 (if applicable): \_\_\_\_\_  
 File # (if applicable): \_\_\_\_\_

<b>Subject:</b> Outdoor Dining Lease for GJBlues LLC dba Ella’s Blues Room, Located at 336 Main Street
<b>Action Requested/Recommendation:</b> Adopt Proposed Resolution Authorizing the Lease of Sidewalk Right-of-Way to GJBlues LLC dba Ella’s Blues Room, Located at 336 Main Street
<b>Presenter(s) Name &amp; Title:</b> Kathy Portner, Interim Downtown Development Authority Director

#### Executive Summary:

Ella’s Blues Room, located at 336 Main Street, is requesting an Outdoor Dining Lease for an area measuring approximately 250 square feet directly in front of the building. The lease would permit the business to include the leased area in their licensed premise for alcohol sales.

#### Background, Analysis and Options:

The City expanded the provisions for sidewalk dining to include liquor service in 2004 and approved a revised standard Lease Agreement in 2012 that meets the requirements for an expanded licensed premise under a business’s individual liquor license. Approval of this lease will allow the business owner to apply for expansion of premises through the liquor licensing authority.

#### How this item relates to the Comprehensive Plan Goals and Policies:

*Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

The addition of outdoor dining areas supports the vibrant atmosphere of the downtown area, and offers a significant business opportunity for increased sales and greater customer satisfaction.



**How this item relates to the Economic Development Plan:**

Strategy 1.5: The opportunity for outdoor dining areas support and strengthens existing businesses by providing for expanded services and dining experience.

**Board or Committee Recommendation:**

There are no board or committee recommendations.

**Financial Impact/Budget:**

The lessee will pay rent at the rate of \$1.00 per square foot per year.

**Legal issues:**

The City Attorney has reviewed and approved the form of the lease.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

This property has had an outdoor dining lease for various tenants since 2005 in the same location.

**Attachments:**

Resolution Authorizing the Lease of Sidewalk Right-of-Way to GJBlues LLC dba Ella's Blues Room, with supporting documents.

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

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO  
GJBLUES LLC DBA ELLA'S BLUES ROOM LOCATED AT 336 MAIN STREET**

Recitals:

The City has negotiated an agreement for GJBlues LLC to lease a portion of the sidewalk right-of-way located in front of 336 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to GJBlues LLC dba Ella's Blues Room.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way abutting 336 Main Street for an initial term commencing June 15, 2016 for the rental sum of \$250.00, to GJBlues LLC.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

## DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 15th day of June, 2016, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, GJBlues LLC dba Ella's Blues Room as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

### RECITALS:

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

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

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

#### 1. Demise of Premises.

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

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 250 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

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

#### 2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on June 15, 2016. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on \_\_\_\_\_, 2017.

#### 3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$ 250.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

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

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or

beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

**5. Assignment or Subletting Prohibited.**

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

**6. Compliance with Legal Requirements.**

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

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

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

**7. Taxes.**

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

**8. Utilities.**

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

**9. Improvements and Personal Property.**

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

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

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

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

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

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

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

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

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

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

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

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all

other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

**12. Insurance.**

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

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

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

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

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

**15. Limitation of Rights Demised.**

The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

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

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

**17. Attorney's Fees.**

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

recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

**18. Waiver.**

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

**19. Default.**

- a. Each and every one and all of the following events shall constitute an Event of Default:
- i) If Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;
  - ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;
  - iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;
  - iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;
  - v) if Lessee vacates or abandons the Premises;
  - vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;
  - vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.
- b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:
- i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or
  - ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or
  - iii) to reenter the Premises immediately with or without order of court and without claim

of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or vi) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

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

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

**20. Notices and Written Consents.**

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

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

To Lessee: Ella's Blues Room  
336 Main Street, Suite 204  
Grand Junction, CO 81501

To Agent: Downtown Development Authority c/o Executive Director  
437 Colorado Avenue  
Grand Junction, CO 81501

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

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

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

**22. Construction of Lease.**

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

**23. Performance Standards.**

It is the intention of all parties hereto that the obligations hereunder and actions related hereto



will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

**24. Authorization of Parties.**

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

**25. Administrative Agent.**

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

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

Lessor: City of Grand Junction

\_\_\_\_\_  
By: Tim Moore, Interim City Manager

Lessee:

By: 

Agent: Downtown Development Authority

\_\_\_\_\_  
By: Kathy Portner, Interim Executive Director

Exhibit A  
336 Main St.  
250 s.f.

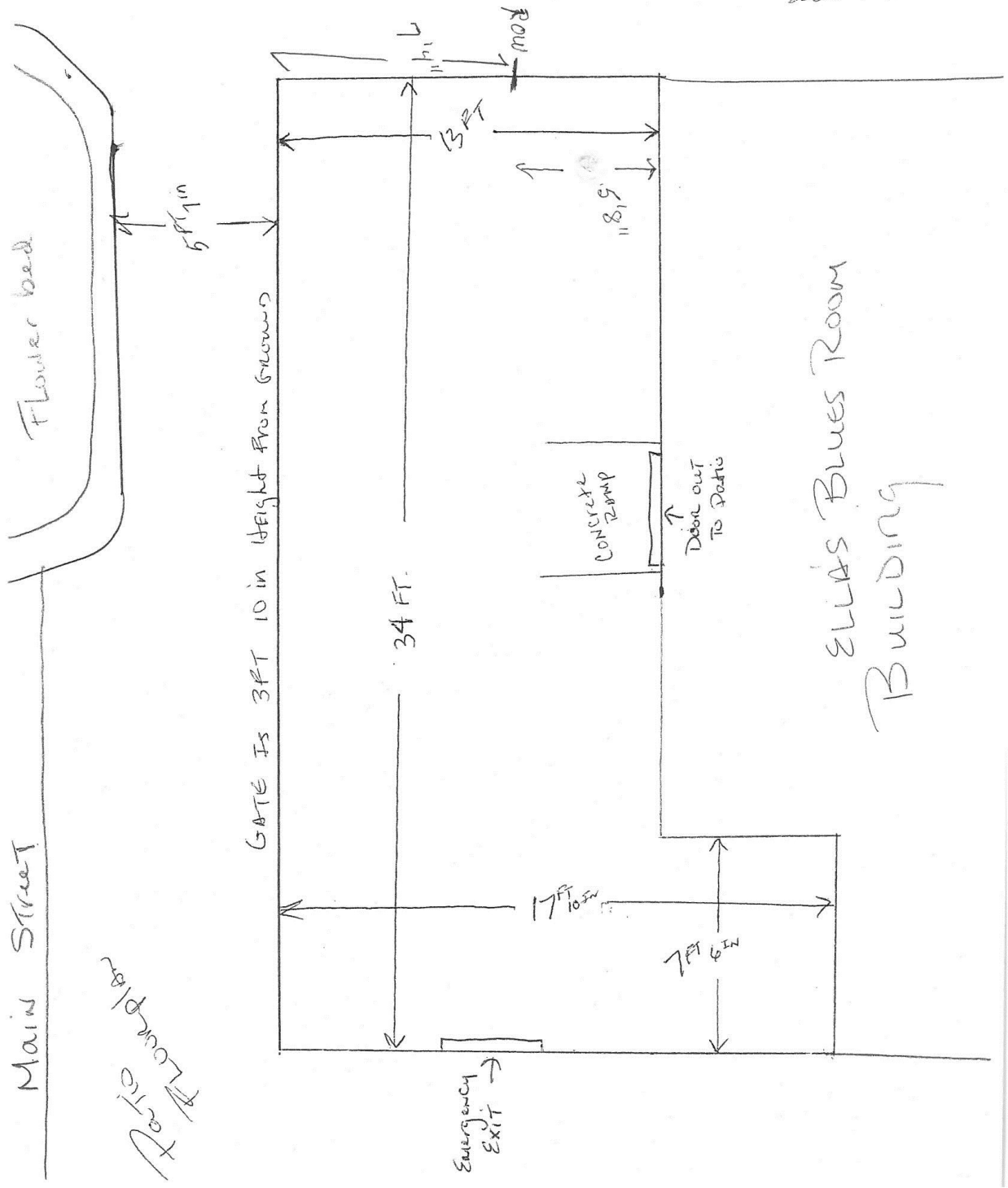


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): GJBlues LLC

DBA (if needed): Ella's Blues Room

Applicant / Relationship to Business: Jeff Davis/Managing Partner

Contact Phone and Email: 970-208-2471/feff@ellasbluesroom.com

Type of Food/Beverage to be served in leased area: American style, alcohol and non-alcoholic beverage

Days of Operation / Operating Hours: Sun.-Sat. 9 am – 2 am

How this operation will benefit Downtown Grand Junction: New style food with great beverage menu and food. Live music and style of restaurant with southern feel

Number of tables to be used in the leased area: 8

Number of chairs to be used in the leased area: 32

Semi-permanent or movable structures including carts, stands, signs, etc: \_\_\_\_\_

Sign on brick is moveable, structural sign to be built is non-moveable.

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

Acoustic guitar on occasions to be used inside patio

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	<u>x</u>
	City Sales Tax	<u>x</u>
	Liquor License	<u>applied for</u>
	Restaurant/Food Service	<u>applied for</u>
Proof of Liability Insurance Coverage Provided?		<u>In process</u>

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

Signed: Kathleen Portner

Date: 6-3-16

If denied, state reason:

---

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

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

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 19 day of May, 2016.

Signed: 

DR 0140 (02/16/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

STATE COUNTY  
COLORADO MESA

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

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
29871178-0000	08	0018	008	L	060116	Apr	22	16	2017

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: ELLA'S BLUES ROOM

336 MAIN ST STE 204 GRAND JUNCTION CO 81501-2460

**THIS LICENSE IS NOT  
TRANSFERABLE**



G.J. BLUES LLC  
336 MAIN ST STE 204  
GRAND JUNCTION CO 81501-2460

*Barbara J. Broke*

Executive Director  
Department of Revenue



Detach Here

Letter Id: L1837177888

**NOW THAT YOU HAVE YOUR SALES TAX LICENSE..**

Go to [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline) and register for access to file, pay and manage your sales tax account.

**Get Access**

To get first time access to Revenue Online, go to [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline), click on Create a Login ID under Sign Up and follow the step-by-step instructions. You will need your Letter Id referenced above (right side).

**File**

To file your sales tax return, log in to Revenue Online and access your sales tax account by clicking on the Account ID. Click File Now to file your sales tax return. Select your filing method and follow the step-by-step instructions.

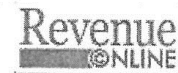
**Pay**

To pay your sales taxes after you have submitted your return, Click Pay to make a payment. You can pay electronically by EFT, E-Check or Credit Card. Select your payment option and follow the step-by-step instructions.

**Manage Your Account**

- Add / Change an EFT Account; View EFT Account Numbers
- Submit Power of Attorney
- File a Site (Branch)
- File a Protest
- Close Account
- Update or Add a mailing address
- Send and view secure messages
- View Filing History and Letters
- Amend a return

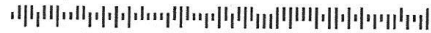
**Important:** A return must be filed for each reporting period even if no tax is due. To avoid late penalties and interest, file through Revenue Online on or before the due date.



WAGE WITHHOLDING LICENSE

THIS LICENSE IS  
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
	29871178	L	



G.J. BLUES LLC  
336 MAIN ST STE 204  
GRAND JUNCTION CO 81501-2460

Executive Director  
Department of Revenue

▲ Detach Here ▲

**Important Verification Process:**

If you are new to Colorado withholding tax visit: [www.Colorado.gov/revenue/withholdingbasics](http://www.Colorado.gov/revenue/withholdingbasics)

This license will be valid as long as you are doing business under the same name and ownership shown on the license.

**Revenue Online is the way to access your account and file returns.** At [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline) you can file and view your returns and payments, update your mailing address, and submit your Annual Reconciliation and withholding statements through your Revenue Online account.

All the information you need to get started is on this document; have it with you before you begin. Follow these easy steps.

1. Go to [www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.

Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the 8-digit "Use Account" number shown on your license. Complete the rest of the screen.

Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).

Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L1233505312

Then, click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click **Login**. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as sales tax, you will be able to view those tax types through the account that you can now access. You do not need to create separate Login IDs and Passwords for each tax in your account.

**Filing Returns**

If you are a withholding "frequent filer," you must use **Electronic Funds Transfer (EFT)**. You may register for EFT through your Revenue Online account.

**To file a return, go to Revenue Online** ([www.Colorado.gov/RevenueOnline](http://www.Colorado.gov/RevenueOnline)). You must file a return even if you have no tax to remit and file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. You may close your tax account through Revenue Online when you no longer have employees with Colorado withholding.



FINANCIAL  
OPERATIONS

POST IN A CONSPICUOUS PLACE  
THIS LICENSE IS NOT TRANSFERRABLE

SALES/USE TAX LICENSE-ACCOUNT NO. 12122

Ella's Blues Room  
336 MAIN ST  
GRAND JUNCTION

*License does not expire and will remain valid as long as license holder is in full compliance with all City of Grand Junction laws and regulations.*



**COMMERCIAL INSURANCE PROPOSAL**

PREPARED FOR:

Account Number: 57340233

**GJBLUES LLC**

PRESENTED BY:

**INS PLANNING ALTERNATIVES INC**

DATE OF PROPOSAL:

**05/19/2016**

POLICY PERIOD:

EFFECTIVE DATE: **06/01/2016** EXPIRATION DATE: **06/01/2017**

QUOTE NUMBERS INCLUDED

MLA	57340233	
Comprehensive Business Package (CBP)	57340233BKS1Q1	(Ohio Security Insurance Company)**
Business Auto	57340233BAS1Q1	(Ohio Security Insurance Company)**

\*This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

\*\*Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.





Date: May 5, 2016  
 Author: Senta Costello  
 Title/ Phone Ext: Senior Planner, x 1442  
 Proposed Schedule: Resolution  
Referring Petition, May 4, 2016  
 1<sup>st</sup> Reading Zoning: June 1, 2016  
 2nd Reading (if applicable): June 15, 2016  
 File #: ANX-2016-53

Attach 4

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> PIA Annexation and Zoning, Located at 2757 Highway 50
<b>Action Requested/Recommendation:</b> Adopt Resolution Accepting the Petition for the PIA Annexation and Adopt the Annexation and Zoning Ordinances on Final Passage and Order Final Publication in Pamphlet Form
<b>Presenter(s) Name &amp; Title:</b> Senta Costello, Senior Planner

**Executive Summary:**

A request to annex 3.954 acres, including 1.17 acres of 27 ½ Road and B ½ Road right-of-way, and zone 2.784 acres located at 2757 Hwy 50 from a County C-2 to a City C-2 (General Commercial) zone district in conjunction with the property being annexed into the City.

**Background, Analysis and Options:**

The property owner has requested annexation into the City and a zoning of C-2 (General Commercial) in order to establish a towing/impound yard on the property, which requires a Conditional Use Permit under the Mesa County Development regulations. Under the 1998 Persigo Agreement with Mesa County, development requiring a public hearing in under the Mesa County Development Code and within the Persigo Wastewater Treatment Facility boundary (201 service area) triggers land use review and annexation by the City.

**Neighborhood Meeting:**

A neighborhood meeting was held February 15, 2016. Three neighbors attended the meeting. They did not have any concerns, only curious about what the applicant wanted to do with the property.

**How this item relates to the Comprehensive Plan Goals and Policies:**

**Goal 1:** To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Annexation of the property will create consistent land use jurisdiction and allow for efficient provision of municipal services.

**Goal 3:** The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Annexation of the property will create an opportunity for future development in a manner consistent with adjacent commercial development.

**How this item relates to the Economic Development Plan:**

**Goal:** Be proactive and business friendly. Streamline processes and reduce time and costs to the business community while respecting and working within the protections that have been put into place through the Comprehensive Plan.

Annexation of the property provides the developer with consistent development standards as other non-residential proposals under development in the City and is consistent with the Future Land Use Designation of Commercial identified in the Comprehensive Plan.

**Board or Committee Recommendation:**

Planning Commission forwarded a recommendation of approval at its May 10, 2016 Planning Commission meeting.

**Financial Impact/Budget:**

The provision of municipal services will be consistent with properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

**Legal issues:**

The City Attorney has reviewed and approved the form of the Ordinance.

**Previously presented or discussed:**

Referral of the Annexation Petition and Annexation Ordinance went before the City Council on May 4, 2016. First reading of the Zoning Ordinance was on June 1, 2016

**Attachments:**

1. Background information
2. Staff report
3. Annexation Map
4. Aerial Photo
5. Comprehensive Plan Future Land Use Map
6. Existing Zoning Map
7. Neighborhood Meeting Summary
8. Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
<b>Location:</b>		2757 Hwy 50	
<b>Applicants:</b>		PIA Company LLC	
<b>Existing Land Use:</b>		Auto Repair/Towing Company	
<b>Proposed Land Use:</b>		Auto Repair/Towing Company	
<b>Surrounding Land Use:</b>	<b>North</b>	Highway 50 / Burger King	
	<b>South</b>	Ballfield at the Fairgrounds	
	<b>East</b>	Construction company	
	<b>West</b>	Trailer / RV sales lot	
<b>Existing Zoning:</b>		County C-2	
<b>Proposed Zoning:</b>		City C-2 (General Commercial)	
<b>Surrounding Zoning:</b>	<b>North</b>	City C-1 (Light Commercial)	
	<b>South</b>	City C-2 (General Commercial)	
	<b>East</b>	City C-2 (General Commercial)	
	<b>West</b>	City C-2 (General Commercial)	
<b>Future Land Use Designation:</b>		Commercial	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 3.954 acres of land, includes 1.17 acres of 27 1/2 Road and B 1/2 Road right-of-way and is comprised of 1 parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the PIA Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;

- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed.

<b><i>ANNEXATION SCHEDULE</i></b>	
<b>May 4, 2016</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>May 10, 2016</b>	Planning Commission considers Zone of Annexation
<b>June 1, 2016</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>June 15, 2016</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>July 17, 2016</b>	Effective date of Annexation and Zoning

<b>PIA ANNEXATION SUMMARY</b>		
<b>File Number:</b>		ANX-2016-115
<b>2757</b>		2757 Highway 50
<b>Tax ID Number:</b>		2945-254-00-003
<b># of Parcels:</b>		1
<b>Estimated Population:</b>		0
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		0
<b>Acres land annexed:</b>		3.954 acres
<b>Developable Acres Remaining:</b>		2.784 acres
<b>Right-of-way in Annexation:</b>		1.17 acres of 27 1/2 Rd and B 1/2 Rd
<b>Previous County Zoning:</b>		County C-2
<b>Proposed City Zoning:</b>		City C-2 (General Commercial)
<b>Current Land Use:</b>		Auto Repair/Towing Company
<b>Future Land Use:</b>		Auto Repair/Towing Company
<b>Values:</b>	<b>Assessed:</b>	\$181,610
	<b>Actual:</b>	\$626,220
<b>Address Ranges:</b>		2757 Highway 50
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation District
	<b>School:</b>	Mesa County School District #51
	<b>Pest:</b>	Grand River Mosquito Control District

Section 21.02.140(a) of the Grand Junction Municipal Code:

Zone of Annexation: Section 21.02.160(f) of the Grand Junction Municipal Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan Future Land Use Map designates the property as Commercial. The request for a C-2 (General Commercial) zone district is consistent with this designation

In addition to a finding of compatibility with the Comprehensive Plan, one or more of the following criteria set forth in Section 21.02.140 (a) of the Code must be met in order for the zoning to occur:

*(1) Subsequent events have invalidated the original premises and findings; and/or*

Response: The requested annexation and rezoning is being triggered by the 1998 Persigo Agreement between Mesa County and the City of Grand Junction in anticipation of future development. The Persigo Agreement defines Non-Residential Annexable Development to include any proposed development that would require a public hearing under the Mesa County Land Development Code as it was on April 1, 1998. (GJMC Section 45.08.020.e.1). The property owner is proposing on the property being used as a towing/impound yard, which requires a public hearing through Mesa County. Thus, the property owner has petitioned for annexation.

This criterion has been met.

*(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or*

Response: The character/condition of the area has changed in that additional development has occurred around the property, including a construction company with an outdoor storage yard and a RV/trailer sales lot. The historic use of the property has been auto repair with outdoor storage and contractor shop with outdoor storage.

This criterion has been met.

*(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or*

Response: There are public utilities available in Hwy 50, including potable water provided by the Ute Water District, sanitary sewer service maintained by the City, and electricity from Xcel Energy (a franchise utility).

Commercial uses, primarily convenience oriented, are located north, across Highway 50 and include a grocery stores, gas stations, restaurants, liquor stores, dentist and doctors office.

This criterion has been met.

*(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or*

Response: The C-2 zone district covers over 829 acres within the City Limits.

Undeveloped property with C-2 zoning, however, does not exist in the Orchard Mesa area. There are two parcels in Orchard Mesa with a C-2 zone district designation and they flank the property proposed for annexation. The surrounding area consists of other general commercial type uses and the Comprehensive Plan Future Land Use Map anticipates this area be developed in a commercial manner.

This criterion has been met.

*(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.*

Response: The proposed C-2 zone district implements Goals 1 and 3 of the Comprehensive Plan by creating consistent land use jurisdiction, allow for efficient provision of municipal services and creates an opportunity for future non-residential development in a manner consistent with adjacent non-residential development.

This criterion has been met

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district would also implement the Comprehensive Plan designation for the subject property.

- a. R-O (Residential – Office)
- b. B-1 (Neighborhood Business)
- c. C-1 (Light Commercial)
- d. M-U (Mixed-Use)

If the City Council chooses an alternative zone designation, specific alternative findings must be made.

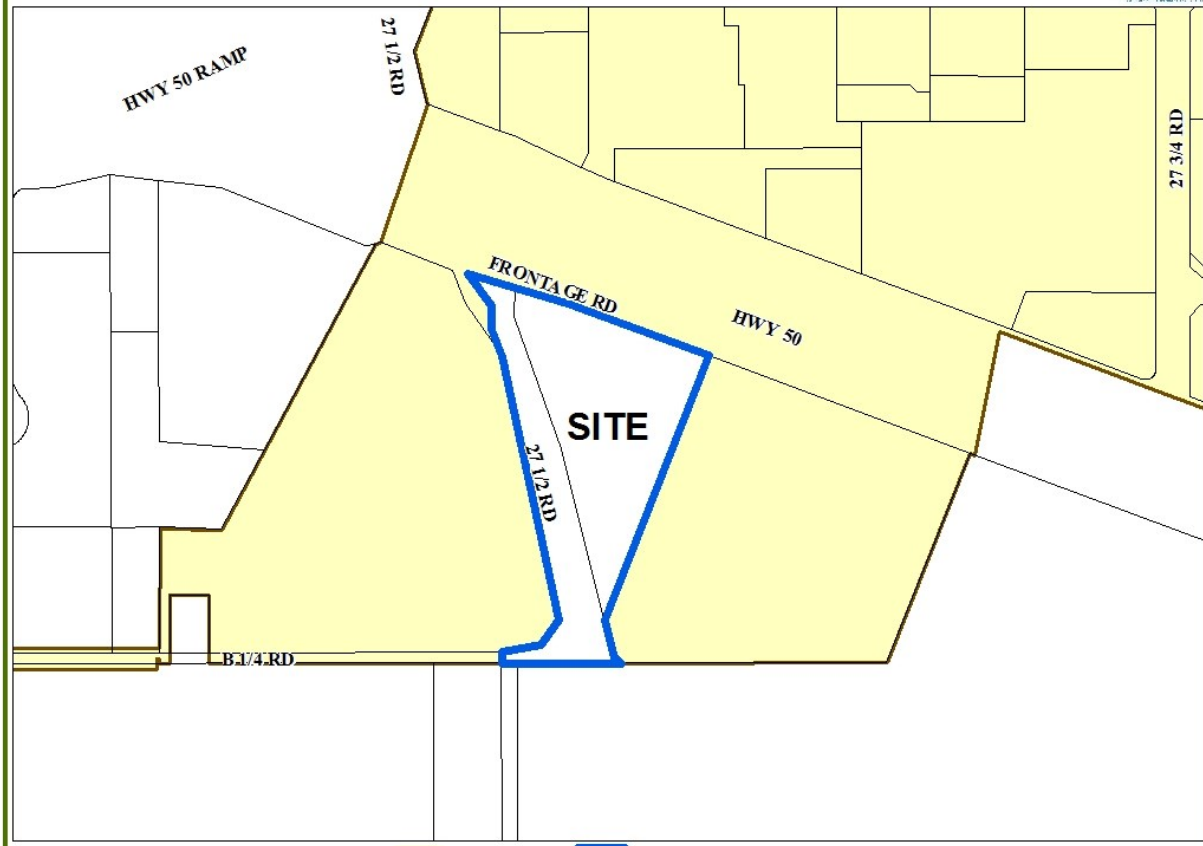
#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the PIA Annexation, ANX-2016-115, for a Zone of Annexation, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. The applicable review criteria 1-5 in Section 21.02.140 of the Grand Junction Municipal Code have been met.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the C-2 district to be consistent with the Comprehensive Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

# PIA Annexation

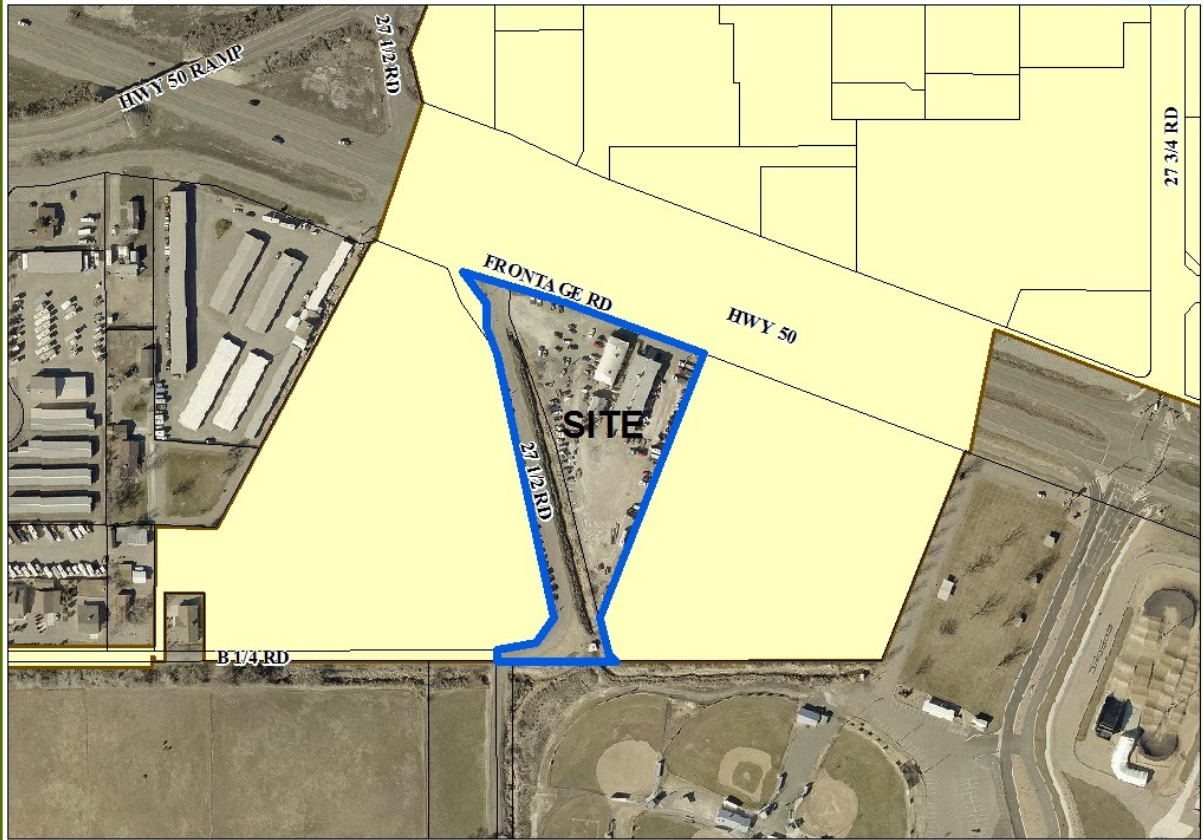


 City Limits  Annexation Boundary

Date: 5/20/2016



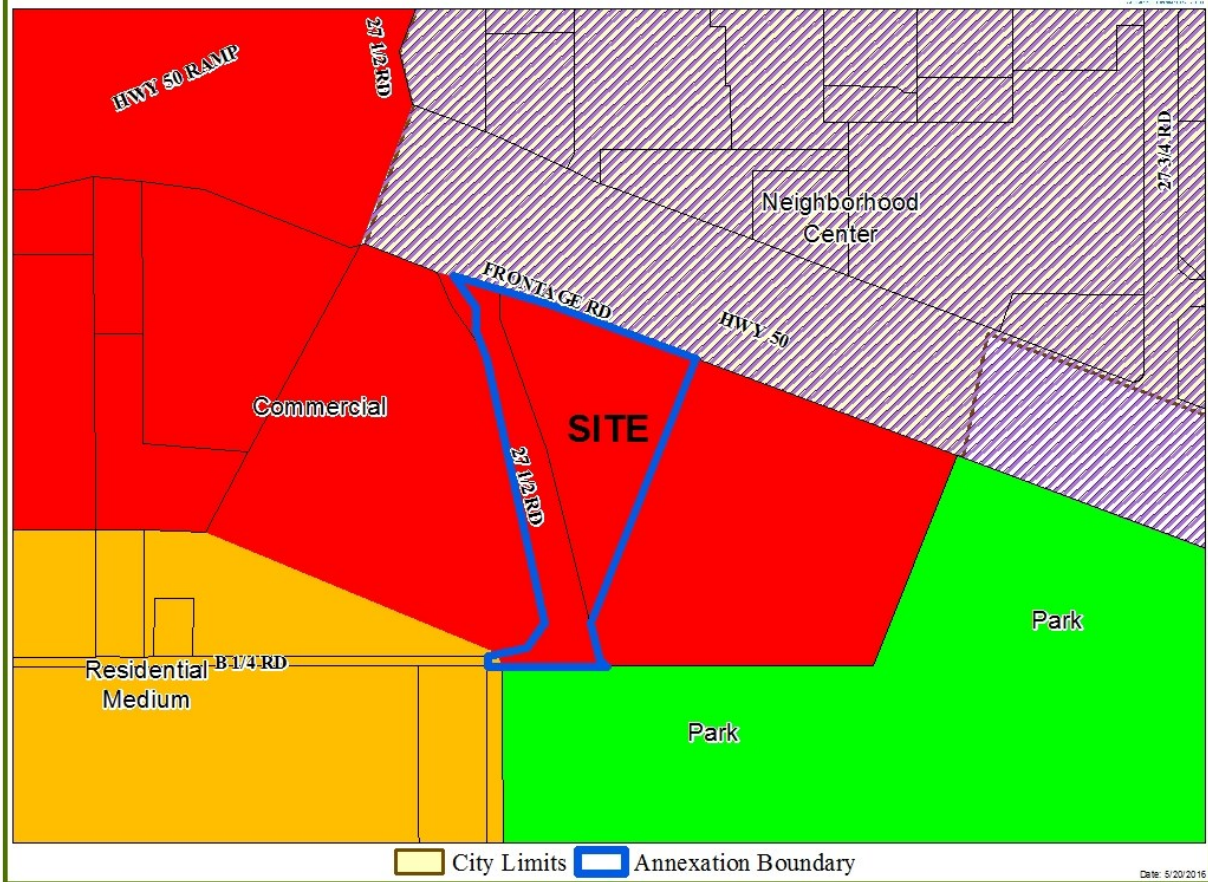
# PIA Annexation



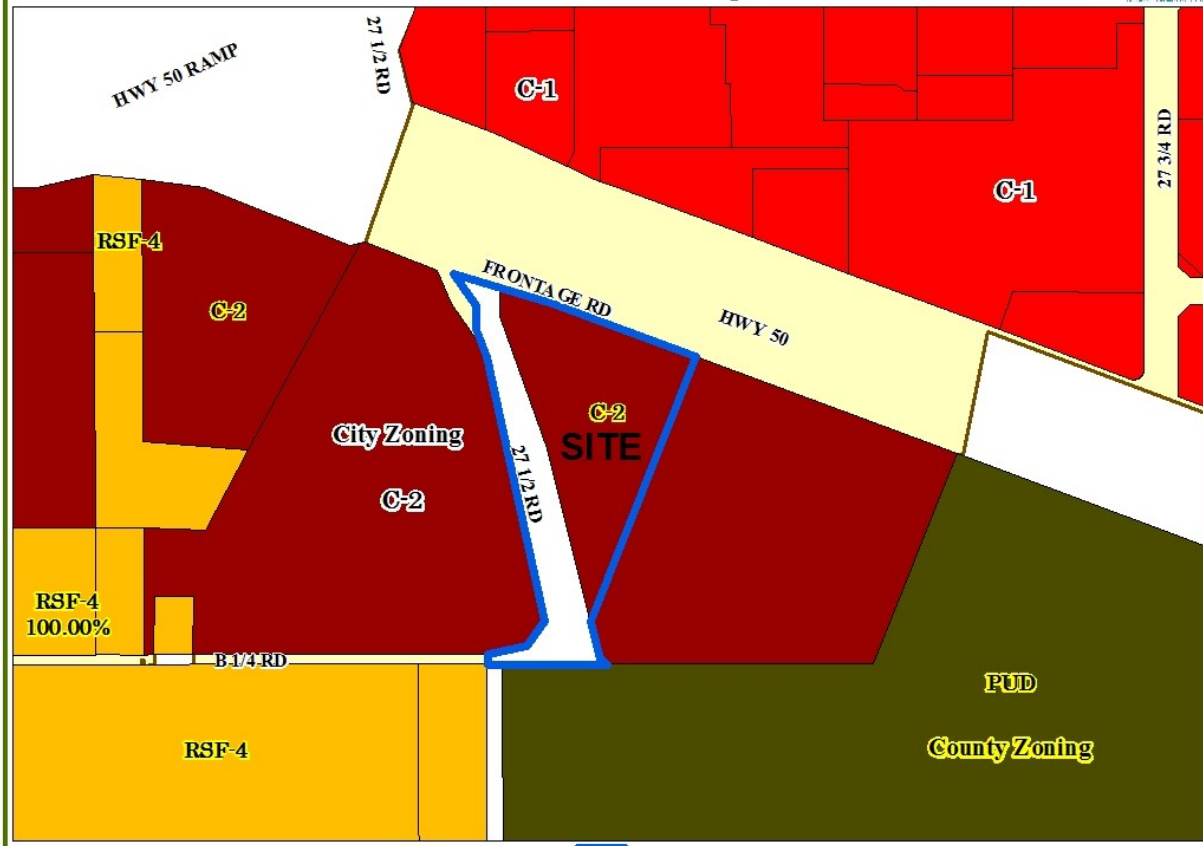
City Limits Annexation Boundary

Date: 5/20/2016

# PIA Annexation - Future Land Use



PIA Annexation - Zoning



City Limits Annexation Boundary

Date: 5/20/2016

## **NEIGHBORHOOD MEETING MINUTES**

Date of Meeting: February 15, 2016

Time of Meeting: 5:30 pm

Location of Meeting: 2757 S. Hwy 50, Unit B, Grand Junction, CO 81503

Attendance: See attached sign-in sheet

Discussion: Mr. & Mrs. Tallman had a concern about the debris on the property presently. We assured them that the property would be cleaned up and in good aesthetic appearance. We discussed the fence and the barrier that would be placed in the chain link fence and that nothing would be seen from the street view.

We felt the meeting was very positive and that all attendees had no problem with us putting our business there.



**CITY OF GRAND JUNCTION, COLORADO**

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

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

**PIA ANNEXATION**

**LOCATED AT 2757 HIGHWAY 50**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 4th day of May, 2016, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**PIA ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the NW 1/4 SE 1/4 of said Section 25 and assuming the West line of the NW 1/4 SE 1/4 of said Section 25 bears N 00°01'48" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°01'48" W, along the West line of the NW 1/4 SE 1/4 of said Section 25, a distance of 21.35 feet to a point on the Southerly limits of the Wheeling Corrugated Annexation, Ordinance No. 3145, as same is recorded in Book 2597, Page 905, Public Records of Mesa County, Colorado; thence along the boundary of said Wheeling Corrugated Annexation, the following nine (9) courses:

1. N 74°58'06" E, a distance of 83.25 feet;
2. thence N 35°58'06" E, a distance of 59.68 feet;
3. thence N 12°58'54" W, a distance of 514.89 feet;
4. thence N 21°04'54" W, a distance of 15.97 feet;
5. thence N 35°48'36" W, a distance of 111.20 feet;
6. thence N 22°40'06" W, a distance of 70.16 feet;
7. thence S 72°56'20" E, a distance of 123.03 feet;
8. thence S 73°40'30" E, a distance of 110.41 feet;
9. thence S 69°23'00" E, a distance of 294.90 feet, more or less, to a point on the Westerly boundary of the Mendez Annexation, Ordinance No. 3212, as same is recorded in Book 2663, Page 176, Public Records of Mesa County, Colorado; thence along said Westerly boundary the following three (3) courses:

1. S 21°55'02" W, a distance of 547.03 feet;
2. thence S 14°17'03" E, a distance of 74.46 feet;
3. thence S 45°33'15" E, a distance of 17.44 feet to a point on the South line of the NW 1/4 SE 1/4 of said Section 25;

Thence N 89°59'22" W, along said South line, a distance of 228.16 feet, more or less, to the Point of Beginning.

CONTAINING 172,247 Square Feet or 3.954 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 15th day of June, 2016; and

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

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

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

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**PIA ANNEXATION**

**APPROXIMATELY 3.954 ACRES**

**LOCATED AT 2757 HIGHWAY 50  
AND INCLUDES 27 ½ ROAD AND B ½ ROAD RIGHT OF WAY**

**WHEREAS**, on the 4<sup>th</sup> day of May, 2016, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 1st day of June, 2016; and

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

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

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

**PIA ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the NW 1/4 SE 1/4 of said Section 25 and assuming the West line of the NW 1/4 SE 1/4 of said Section 25 bears N 00°01'48" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°01'48" W, along the West line of the NW 1/4 SE 1/4 of said Section 25, a distance of 21.35 feet to a point on the Southerly limits of the Wheeling Corrugated Annexation, Ordinance No. 3145, as same is recorded in Book 2597, Page 905, Public Records of Mesa County, Colorado; thence along the boundary of said Wheeling Corrugated Annexation, the following nine (9) courses:

10. N 74°58'06" E, a distance of 83.25 feet;



11. thence N 35°58'06" E, a distance of 59.68 feet;
12. thence N 12°58'54" W, a distance of 514.89 feet;
13. thence N 21°04'54" W, a distance of 15.97 feet;
14. thence N 35°48'36" W, a distance of 111.20 feet;
15. thence N 22°40'06" W, a distance of 70.16 feet;
16. thence S 72°56'20" E, a distance of 123.03 feet;
17. thence S 73°40'30" E, a distance of 110.41 feet;
18. thence S 69°23'00" E, a distance of 294.90 feet, more or less, to a point on the Westerly boundary of the Mendez Annexation, Ordinance No. 3212, as same is recorded in Book 2663, Page 176, Public Records of Mesa County, Colorado;

thence along said Westerly boundary the following three (3) courses:

4. S 21°55'02" W, a distance of 547.03 feet;
5. thence S 14°17'03" E, a distance of 74.46 feet;
6. thence S 45°33'15" E, a distance of 17.44 feet to a point on the South line of the NW 1/4 SE 1/4 of said Section 25;

Thence N 89°59'22" W, along said South line, a distance of 228.16 feet, more or less, to the Point of Beginning.

CONTAINING 172,247 Square Feet or 3.954 Acres, more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

**INTRODUCED** on first reading on the 4th day of May, 2016 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and ordered published in pamphlet form.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE PIA ANNEXATION  
TO C-2 (GENERAL COMMERCIAL)**

**LOCATED AT 2757 HIGHWAY 50**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the PIA Annexation to the C-2 (General Commercial) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-2 (General Commercial) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned C-2 (General Commercial).

**PIA ANNEXATION**

A certain parcel of land lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

That certain property as described at Book 5440 Page 302, recorded with the public records of the Mesa County Clerk and Recorder

**INTRODUCED** on first reading the 1st day of June, 2016 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ordered published in pamphlet form.

ATTEST:

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President of the Council

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City Clerk



Attach 5

## CITY COUNCIL AGENDA ITEM

Date: June 2, 2016  
 Author: Kristen Ashbeck  
 Title/ Phone Ext: Senior Planner x1491  
 Proposed Hearing Date: June 15, 2016  
 Second Meeting: NA  
 File # (if applicable): CDBG 2016-01

**Subject:** 2016-2020 Five Year Community Development Block Grant (CDBG) Program Consolidated Plan; Analysis of Impediments to Fair Housing Choice Study; and 2016 Annual Action Plan

**Action Requested:** Adopt the 2016-2020 Community Development Block Grant Program Consolidated Plan; the Analysis of Impediments to Fair Housing Choice Study; and the 2016 Annual Action Plan included in the Five Year Plan

**Presenter(s) Name & Title:** Tim Moore, Deputy City Manager  
 Kristen Ashbeck, CDBG Administrator

**Executive Summary:** City Council will conduct a public hearing and consider adoption of the 2016-2020 CDBG Program Five Year Consolidated Plan; Analysis of Impediments to Fair Housing Choice Study; and the 2016 Annual Action Plan included in the Five Year Plan.

**Background, Analysis and Options:** CDBG funds are an entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The 2016 Program Year marks the City's 21st year of eligibility. In addition to consideration of funding projects for the 2016 program year, the City must adopt a new *Five Year Consolidated Plan* and an update to its *Analysis of Impediments to Fair Housing Choice* study. The City's 2016 Program Year will begin September 1, 2016. Applications for funding were solicited and received by the City on March 23, 2016 and Council approved funding for 15 projects at its hearing on May 18, 2016. The purpose of this hearing is 1) Adopt the *2016-2020 Five Year Consolidated Plan*; 2) Adopt the *Analysis of Impediments to Fair Housing Choice* study; and 3) Adopt the *2016 Annual Action Plan* included in the *Five Year Consolidated Plan*.

**2016-2020 Five Year Consolidated Plan.** The U.S. Department of Housing and Urban Development (HUD) requires the City of Grand Junction to develop and submit a *Five Year Consolidated Plan* in order to apply for and receive its annual entitlement of CDBG funds. 2015 was the last program year under the 2011 Consolidated Plan. Meetings with and gathering information from local agencies and organizations that provide services to or assist persons with low to moderate income have been ongoing since October 2015. A draft *Five Year Consolidated Plan* will be completed by the end of April 2016 to distribute to those entities that have been involved in the process for initial review and comment prior to the document being made available to the general public for review in June 2016.

The national objectives of the CDBG program are to develop viable communities by providing a suitable living environment, decent affordable housing and expanding

economic opportunities for persons with low to moderate income. The Grand Junction *Five Year Consolidated Plan* identifies housing and community development goals and strategic objectives that will further these national objectives. These are outlined in detail in the attached Executive Summary of the Plan. Generally, the overall goals and objectives are the same as presented in the previous Plan but some specific items that came up in discussions have been added to the objectives as outlined in the Executive Summary attached to this report.

**Analysis of Impediments to Fair Housing Choice (AI) Study.** Grand Junction, as a recipient of federal funding through the Department of Housing and Urban Development (HUD), is required to promote fair housing for all of its citizens as it implements the CDBG program. In order to determine if fair housing actions are present, it is necessary to conduct a study to determine what impediments to fair housing exist, what steps have been taken to eliminate the impediments, and what positive actions are being implemented to promote fair housing as well as the documentation showing the positive enforcement. The goal of the study is to identify barriers to affordable and impediments to fair housing choice in Grand Junction in both the public and private sector as well as to recommend ways to reduce such barriers and facilitate housing choices for all Grand Junction residents. The study is intended as a tool for the City's efforts to create a strategy for fair housing goals. It outlines specific barriers to housing choice, what needs to change and how to affect that change.

Fair Housing prohibits discrimination in housing because of race or color, national origin, religion, sex, familial status or disability. The Fair Housing Act does not further define race or color, national origin, religion or sex. Familial status means discrimination against a parent or custodian because she or he has someone under 18 living with him or her. Disability means having a physical or mental impairment including hearing, mobility, and vision, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation that substantially limits one or more major life activities.

The AI was last adopted in 2011. The updated study was created with information from the recently-completed *Grand Valley Housing Needs Assessment* and the assistance of many nonprofit groups, City staff, persons in private enterprise, and the general public. In addition, questionnaires were sent to a variety of housing, lending and other entities and to clients and tenants utilizing housing services to gather initial information about impediments that may exist in the community. Generally, the surveys completed as part of the *Grand Valley Housing Needs Assessment* revealed that many of the impediments identified in the 2011 study still exist in Grand Junction although some actions to address some impediments have been updated or slightly revised. Newly identified impediments relate more to fair housing versus affordable housing and to very large issues that may only be minimally addressed at the local level. The impediments are listed in detail in the attached executive summary of the AI report. The AI was completed in March 2016 and publicized for public review through mid-April.

**2016 Program Year Action Plan.** For each CDBG program year, a new Annual Action Plan is completed and adopted as part of the Five Year Consolidated Plan. This is a public hearing to receive input regarding the 2016 Program Year Action Plan. On May 18, 2016 the Grand Junction City Council approved the 2016 CDBG funding requests totaling \$502,579 for the fifteen projects listed below. The 2016 Program Year Action Plan is included within the Five Year Consolidated Plan, the excerpt of which is attached.

	<b>PROJECT</b>	<b>FUNDING</b>
1	Program Administration	\$43,000
2	HopeWest PACE Center Therapy Equipment	\$10,000
3	Marillac Clinic Dental Operatories	\$19,832
4	Western CO Suicide Prevention Bridges Program	\$5,874
5	Senior Companion Program	\$8,000
6	Foster Grandparent Program	\$8,000
7	Counseling and Education Center Low Income Counseling	\$6,000
8	Center for Independence Accessible Riser	\$18,750
9	Housing Resources of Western CO Phoenix Project Housing Rehabilitation	\$7,750
10	HopeWest PACE Center Kitchen Equipment	\$28,000
11	Grand Junction Housing Authority Nellie Bechtel Housing Rehabilitation	\$75,000
12	Karis, Inc. Zoe House Acquisition	\$50,000
13	City of Grand Junction Nisley Elementary Safe Routes to School	\$90,000
14	City of Grand Junction El Poso Neighborhood Pedestrian Improvements/Safe Routes to School	\$45,000
15	City of Grand Junction Downtown Senior Recreation Center Rehabilitation	\$87,373

**How this item relates to the Comprehensive Plan Goals and Policies:**

The CDBG plans and the projects completed with CDBG funding meet the following goal of the Comprehensive Plan.

**Goal 12:** Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy. Projects to be funded through the CDBG program will provide facilities and services that enhance the

community, particularly for the benefit of low and moderate income citizens and neighborhoods and special needs populations.

**How this item relates to the Economic Development Plan:**

The Community Development Block Grant (CDBG) program provides assistance to agencies and organizations that help low and moderate income and special needs populations stabilize their lives, obtain jobs and move towards self-sufficiency.

**Board or Committee Recommendation:** No board or committee reviews this.

**Financial Impact/Budget:** 2016 CDBG appropriation is \$384,713 and the balance of non-allocated and unexpended funds from 2013, 2014 and 2015, of \$117,866 for a total allocation amount of \$502,579.

**Legal issues:**

The process for allocating funding is specified in the HUD/CDBG regulations. Close adherence to those regulations ensures that the funding may be properly awarded and used in the community. The City Attorney is aware of no regulatory/compliance issues in the local administration of the program.

**Other issues:** No other issues have been identified.

**Previously Presented or Discussed:** Projects to be funded with 2016 CDBG Program Year funds were discussed and approved at the May 18, 2016 meeting.

**Attachments:**

- A. Draft 2016-2020 Five-Year Consolidated Plan Executive Summary
- B. Analysis of Impediments to Fair Housing Choice Executive Summary
- C. 2016 Program Year Action Plan (excerpt from Five Year Consolidated Plan)
- D. Resolution to Adopt Five Year Consolidated Plan
- E. Resolution to Adopt Analysis of Impediments to Fair Housing Choice Study
- F. Resolution to Adopt 2016 Program Year Action Plan

# **ATTACHMENT A**

## **2016-2020 CDBG FIVE-YEAR CONSOLIDATED PLAN**

### **EXECUTIVE SUMMARY**

---

#### **1. Introduction**

The U.S. Department of Housing and Urban Development (HUD) requires the City of Grand Junction to develop and submit a Five Year Consolidated Plan in order to apply for and receive Community Development Block Grant (CDBG) funds. This plan identifies housing and community development goals and strategic objectives, and serves as the basis for the city's grant application to HUD.

CDBG funds are awarded to communities by HUD via a formula including the poverty level in a community, condition of housing stock and population size. The CDBG program was established by the Housing and Community Development Act of 1974 in order to develop viable communities, decent housing, a suitable living environment and expand economic opportunities for persons with low to moderate income. The national objectives of the CDBG program allow communities to assist persons with lower income through housing, jobs and public service activities. CDBG funds can also address slum and blight in a community or address an urgent need such as rebuilding a community after a natural disaster.

#### **2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview**

The 2016–2020 Five Year Consolidated Plan (Consolidated Plan or Plan) process was conducted in accordance with the Citizen Participation Plan. Citizens, agencies, and public officials participated by providing information throughout the process regarding community needs and services. The plan document was written by City of Grand Junction staff. The plan includes updated information gathered through recent reports and data, and interviews, meetings and questionnaires from local agencies and organizations. As a result of the planning process, the following Five Year Goals and Objectives have been established.



## GOAL DESCRIPTIONS

<b>1</b>	<b>Goal Name</b>	Suitable Living Environment - Non-Housing
	<b>Goal Description</b>	This goal will address Non-Housing Community Development Infrastructure. Public improvements will be neighborhood based and primarily include street, sidewalk, storm drainage, solid waste, parks and recreation improvements. This goal will also include acquisition, construction, rehabilitation or other improvements to other public facilities that are owned and operated by other entities and organizations that serve low and moderate income persons.
<b>2</b>	<b>Goal Name</b>	Decent Affordable Housing
	<b>Goal Description</b>	This goal is to increase the inventory of affordable housing units and remove lead-based hazards in residential units.
<b>3</b>	<b>Goal Name</b>	Creating Economic Opportunities
	<b>Goal Description</b>	This goal addresses economic development and the creation of jobs and childcare needs categories.
<b>4</b>	<b>Goal Name</b>	Suitable Living Environment - Homeless
	<b>Goal Description</b>	This goal addresses shelter, housing, services and other activities to support homeless individuals and families.
<b>5</b>	<b>Goal Name</b>	Suitable Living Environment - Special Needs/Human Services/Youth
	<b>Goal Description</b>	This goal will provide activities to support Special Needs Populations and Other Human Services and Youth need categories.

**PROJECTED OUTCOMES**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environment - Non-Housing	2016	2020	Non-Housing Community Development	Census Tracts	Non-Housing Community Development Infrastructure	CDBG: \$560,700	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted  Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
2	Decent Affordable Housing	2016	2020	Affordable Housing Public Housing Non-Homeless Special Needs		Special Needs Populations and Other Human Services Increase the Inventory of Affordable Housing Units	CDBG: \$500,600	Rental units constructed: 120 Household Housing Unit  Rental units rehabilitated: 50 Household Housing Unit  Homeowner Housing Rehabilitated: 30 Household Housing Unit  Housing for People with HIV/AIDS added: 5 Household Housing Unit
3	Creating Economic Opportunities	2016	2020	Economic Development and Childcare		Economic Development and Childcare	CDBG: \$50,000	Jobs created/retained: 20 Jobs  Businesses assisted: 5 Businesses Assisted  Other: Construct 1 Other Facility

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Suitable Living Environment - Homeless	2016	2020	Homeless		Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services Homeless	CDBG: \$300,400	Homeless Person Overnight Shelter: 1200 Persons Assisted  Overnight/Emergency Shelter/Transitional Housing Beds added: 20 Beds  Homelessness Prevention: 20 Persons Assisted
5	Suitable Living Env - Special Needs/Human Services/Youth	2016	2020	Non-Homeless Special Needs Non-Housing Community Development		Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services	CDBG: \$460,600	Other: 1,000 Other

### **3. Evaluation of past performance**

A review of past Consolidated Annual Performance and Evaluation Reports (CAPERs) for the City of Grand Junction demonstrates a strong and consistent record of performance in the use of allocated CDBG funds. It is integral to determine what has been accomplished and what work is necessary to address the many and varied needs in the community. In Grand Junction, this evaluation included a review of past Consolidated Plans and Annual Action Plans as well as accomplishments reported to HUD each year. Through this evaluation the City was able to compare the needs identified through the Consolidated Plan and compare them to the activities that have taken place in the past to determine if there are continued or new needs relative to those activities. Priority needs and goals were then formulated and updated to meet current needs with attention to what has been successful in the past and what is needed in the future. In the past five years, the City has focused its efforts on funding activities that benefit special needs populations, homeless, affordable housing and neighborhood improvements, with consistent funding each year in these years.

### **4. Summary of citizen participation process and consultation process**

Several opportunities were provided for citizen input on the development of the plan as well as the final draft of the plan. As required in the Citizen Participation Plan, the City held public meetings, met with service providers and focus groups to gather input for the plan. Presentations were made to the City Council regarding the plan and CDBG funded activities throughout plan development. Draft copies of the plan were made available to the public through the internet, the public library, and the City Community Development Division office. Copies of the plan were also distributed to the organizations and agencies listed above that had participated in its development. The draft Five Year Consolidated Plan will be made available for public comment from June 6, 2016 through July 8, 2016.

### **5. Summary of public comments – to be included prior to submission to HUD**

## **ATTACHMENT B**

# **ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

## **EXECUTIVE SUMMARY**

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This report is an update to the Analysis of Impediments to Fair Housing Choice report which was prepared by City of Grand Junction Community Development Division staff in 2011. The current report, also prepared by City staff follows the guidance of HUD's *Fair Housing Planning Guide* and staff of HUD's Region VIII Fair Housing and Equal Opportunity (FHEO) office.

Much of the data presented is from the *2016 Grand Valley Housing Needs Assessment* which involved meetings and interviews with staff and/or representatives of participating agencies, organizations and businesses listed on page 6. Public participation was conducted through focus group and general public meetings, interviews, distribution of the report to key agencies and individuals, an advertised public comment period and an adoption hearing before City Council.

The intent of this update is to evaluate and update data used in the 2011 report; review the impediments that were identified in that report to determine if the impediments still exist; review what actions have since been taken and evaluate the effectiveness of the actions taken; and identify any new impediments that may exist, as well as recommend actions to address any new identified or continuing impediments.

Impediments to fair housing choice are any actions, omissions, or decisions:

- taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices; or
- which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

### **2011 IMPEDIMENTS**

The following were identified as impediments to fair housing choice or barriers to affordable housing in the City of Grand Junction 2011 Analysis of Impediments to Fair Housing Choice report.

#### **Barriers to Affordable Housing**

1. Land development costs
2. The "not in my back yard" (NIMBY) syndrome
3. A limited number of affordable housing units, single residency occupancy (SROs), one-bedroom or larger, particularly for very-low and low-income households, large families with children, seniors and persons with disabilities
4. Physical and mental disabilities of some persons, primarily veterans, homeless, single elderly and disabled
5. Low wage rates, increasing transportation costs or a lack of transportation and a lack of affordable, convenient child care

## **Impediments to Fair Housing Choice**

1. High number of foreclosures in Grand Junction
2. Housing discrimination for persons that have disabilities and sometimes for race or national origin reasons
3. Language – e.g. there are currently no bilingual counselors for housing clients and homebuyer education classes are not provided in Spanish

A review of these and input from the *2016 Grand Valley Housing Needs Assessment* concluded that some of the barriers and impediments listed above are still valid but new impediments were recognized as listed below. In addition City and HUD FHEO staff consulted through site visits and telephone conversations to update and improve the Analysis of Impediments to Fair Housing Choice. The impediments identified for the 2016 Analysis of Impediments to Fair Housing Choice are listed below.

## **2016 IMPEDIMENTS TO FAIR HOUSING CHOICE**

**Impediment 1: Lack of rental and affordable housing affects fair housing choice for a variety of groups including families, minorities and disabled person in the community.**

### **Recommended Actions**

- 1A.** Encourage affordable housing development through density bonus, fee deferments or waivers, and other forms of cost benefits to developers.
- 1B.** Continue its support of area housing agencies in the pursuit of additional funding opportunities, from public and private sources, for housing development
- 1C.** Encourage inclusive, affordable rental housing development and report any new rental housing that is constructed.
- 1D.** Assess areas and vacant parcels that can accommodate additional rental/multifamily development within range of existing infrastructure and accommodations.
- 1E.** Encourage rental developments through development incentives and fee waivers.
- 1F.** Review zoning requirements that may limit rental/multifamily developments and areas of increased density, especially in areas adjacent to existing amenities and infrastructure.
- 1G.** Review the availability and need for additional amenities, such as public K-12 schools, grocery stores and public transportation within the vicinity for new developments.

**Impediment 2: Older housing stock in the community lacks accessibility features necessary for persons with disabilities, including seniors. Some older housing stock lacks basic systems to maintain the unit as affordable housing.**

### **Recommended Actions**

- 2A.** The community should fund reasonable rehabilitation and minor home repair programs to adapt older housing stock for special needs populations and repair affordable homes to keep them available.

**2B.** Count new affordable housing developments that are accessible as new accessible units to address this impediment.

**2C.** Work with single family affordable developers such as Habitat for Humanity and Housing Resources of Western Colorado to incorporate universal design standards into single family homes to increase accessible housing stock and affirmatively further fair housing.

**2D.** Report all new accessible units and units retrofitted to be accessible or repaired to remain viable affordable units.

**2E.** Encourage mixed income development (i.e. market and affordable units) to accommodate more individuals and families that have been waiting for viable housing.

**Impediment 3: Not in My Back Yard (NIMBY) ism – residents are opposed to affordable housing developments for families with children more so than senior affordable housing and/or market rate developments.**

**Recommended Actions**

**3A.** Human service agencies, housing providers and the City should continue the good efforts to promote awareness of the need of affordable and fair housing through implementation of public policies and hosting seminars, fair housing forums and public awareness campaigns.

**3B.** Build on success and advertise affordable developments for families and interest in these units from market tenants.

**Impediment 4: Housing Cost Burden may be disproportionately higher in census tracts with higher concentrations of Hispanic or minority families and/or persons with disabilities.**

**Recommended Actions**

**4A.** Solicit participation in and advertise voucher program in these areas.

**4B.** Advertise affordable housing opportunities

**4C.** Encourage affordable housing development that can benefit these residents.

**4D.** Report vouchers utilized from households in these areas and developments that could benefit these persons, actions taken to address.

**Impediment 5: Homeownership opportunities for minority and protected populations should be expanded.**

**Recommended Actions**

**5A.** Encourage new construction at various price points to ensure access for low income persons who tend to be statistically more members of minority or protected populations.

**5B.** Develop targeted strategies to overcome a lack of information including homebuyers education and counseling, financial literacy programs and outreach, and bilingual training programs.

**5C.** Develop targeted strategies to overcome real estate and housing market barriers including development cost subsidy programs, regulatory relief in building codes and land use zoning, and enforcement of fair housing laws.

**Impediment 6: Limited English Proficiency (LEP) populations are underrepresented in their participation in CDBG and other housing related programs in the community.**

**6A.** Coordinate with HUD FHEO to develop a Limited English Proficiency (LEP) for Grand Junction.

**6B.** Improve and report targeted outreach and tools to better engage minority and protected populations in City activities such as public meetings and information such as on the City's web pages and mailings.

**Impediment 7: There is a perceived lack of adequate public transportation to support movement from living to work, work to day care, etc. at appropriate times of day in some areas of the community.**

**Recommended Actions**

**7A.** Further analyze routes and frequency of public transit to determine if there are areas with higher concentration of minority, disabled and elderly populations where service can be improved.

**7B.** Grand Valley Transit (GVT), local government and area non-profit agencies will continue to seek funding and offer support for transportation and child care assistance for households in need.

**7C.** The Regional Transportation Planning Office/GVT will collaborate with other local entities to ensure that future transit route planning takes into consideration, to the extent possible, the location of affordable housing developments.

**7D.** A similar collaboration will take place in analyzing location of existing and proposed child care facilities relative to housing and transportation.



**ATTACHMENT C**  
**2016 ANNUAL ACTION PLAN**  
**Excerpt from 2016-2020 Five Year Consolidated Plan**

**Introduction**

The Federal resources available to the City of Grand Junction are Community Development Block funds. The City does not qualify for HOME funds. However, other agencies and organizations in the community are able to leverage funds from other sources including the Housing Choice Voucher Program, Low Income Housing Tax Credits, the Weatherization Program, Energy Assistance Programs, NeighborWorks, SBG and ESG.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of 5-Yr Plan \$	Narrative Description
			Annual Allocation : \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	384,713	0	117,866	502,579	1,500,000	Total CDBG projected to be available for 5-Year plan: \$ 2,002,579

**Table 1 - Expected Resources – Priority Table**

**Funding Leverage**

The City of Grand Junction shares HUD’s goals of using CDBG funds to seed programs and projects that will ultimately prove financially self-sufficient and demonstrate growth in the program or service provided. The City of Grand Junction does not have matching requirements for CDBG funds. However, as the City is assessing projects for potential funding, the ability of the applicant to leverage other funding sources whether public or private to complete a proposed project is reviewed. In many cases, recipients have been able to leverage other public and private funding sources by using CDBG dollars for the required local match. The funds provided through the City’s CDBG program over the past 20 years have leveraged a substantial amount of other public and private resources despite difficult economic circumstances in recent years. The amount of funds leveraged by subrecipients is reported in the CAPER each Program Year. Typically, for every one CDBG dollar allocated, subrecipients are able to leverage five times that from other resources.

**Public Land Used to Address Needs Identified**

Some activities within the non-housing community development goals will be accomplished within City rights-of-way and on City-owned properties to be able to make infrastructure and facilities improvements that will benefit low and moderate income neighborhoods in Grand Junction including streets, utilities and parks and recreation facilities.

### Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environment - Non-Housing	2016	2020	Non-Housing Community Development	Census Tracts	Non-Housing Community Development Infrastructure	CDBG: \$269,123	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 493 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 5540 Households Assisted Other: 1 Other
2	Decent Affordable Housing	2016	2020	Affordable Housing Public Housing Non-Homeless Special Needs	City-Wide	Increase the Inventory of Affordable Housing Units	CDBG: \$82,750	Rental units rehabilitated: 98 Household Housing Unit
3	Suitable Living Environment - Homeless	2016	2020	Homeless	City-Wide	Homeless	CDBG: \$50,000	Housing for Homeless added: 5 Household Housing Unit
4	Suitable Living Env - Sp Needs/Human Svcs/Youth	2016	2020	Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Special Needs Populations and Other Human Services	CDBG: \$57,706	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2165 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 359 Persons Assisted

Table 2 – Goals Summary

## Goal Descriptions

1	<b>Goal Name</b>	Suitable Living Environment - Non-Housing
	<b>Goal Description</b>	This goal will address Non-Housing Community Development Infrastructure. Public improvements will be neighborhood based and primarily include street, sidewalk, storm drainage, solid waste, parks and recreation improvements. This goal will also include acquisition, construction, rehabilitation or other improvements to other public facilities that are owned and operated by other entities and organizations that serve low and moderate income persons.
2	<b>Goal Name</b>	Decent Affordable Housing
	<b>Goal Description</b>	This goal is to increase and improve the inventory of affordable housing units and remove lead-based hazards in residential units.
3	<b>Goal Name</b>	Suitable Living Environment - Homeless
	<b>Goal Description</b>	This goal addresses shelter, housing, services and other activities to support homeless individuals and families.
4	<b>Goal Name</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Goal Description</b>	This goal will provide activities to support Special Needs Populations and Other Human Services and Youth need categories.

# City of Grand Junction CDBG 2016 Action Plan Projects



2016 Project Locations

★ POLICE  
 ◆ FIRE  
  HOSPITAL  
 ■ SCHOOL

0 0.25 0.5 1 Miles

The purpose of the Program Year Action Plan is to identify One-Year Strategies for each of the Objectives set in the Five-Year Consolidated Plan. The Consolidated Plan strategies are accomplished by utilizing a variety of resources including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the Five-Year Consolidated Plan. On May 18, 2016 the Grand Junction City Council approved 2016 CDBG funding requests totaling \$502,579 for fifteen activities which will be made a part of the 2016 Action Plan. The total amount is based on the City's allocation for the 2016 Program Year and remaining funds from the 2013, 2014 and 2015 Program Years.

No	Project Name
1	2016 Program Administration
2	HopeWest PACE Center Therapy Equipment
3	Marillac Clinic Replace Two Dental Operatories
4	Western Colorado Suicide Prevention Bridges Program
5	St. Marys Senior Companion Program
6	St. Mary's Foster Grandparent Program
7	Counseling and Education Center Low Income Counseling
8	Center for Independence Accessible Riser
9	Phoenix Project - Rehabilitate 2 Housing Units
10	HopeWest PACE Center - Kitchen Equipment
11	GJHA Nellie Bechtel Housing Rehabilitation
12	Karis, Inc. Zoe House Acquisition
13	Nisley Elementary Safe Routes to School
14	El Poso Neighborhood Pedestrian Improvements/Safe Routes to School
15	Downtown Senior Recreation Center Rehabilitation

**Table 3 – Project Information**

<b>1</b>	<b>Project Name</b>	2016 Program Administration
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing Decent Affordable Housing Suitable Living Environment - Homeless Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services Increase the Inventory of Affordable Housing Units Homeless
	<b>Funding</b>	CDBG: \$43,000
	<b>Target Date</b>	8/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	NA

	<b>Location Description</b>	
	<b>Planned Activities</b>	CDBG funds will be used towards subrecipient oversight, staff salary and training, public participation, fair housing activities, HUD reporting and general program administration during the 2016 Program Year. It is anticipated that approximately \$3,000 of the administration funding will be utilized towards fair housing activities, including consulting with HUD FHEO to create an LEP plan for the City of Grand Junction.
<b>2</b>	<b>Project Name</b>	HopeWest PACE Center Therapy Equipment
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	HopeWest anticipates serving 200 frail elderly persons through the first year of the PACE program.
	<b>Location Description</b>	HopeWest will remodel a space in a building located at 2754 Compass Drive, Grand Junction, Colorado to create the PACE Center.
	<b>Planned Activities</b>	HopeWest is launching a Program of All-Inclusive Care for the Elderly (PACE) to provide care to the frail elderly. The program goal is to meet the healthcare needs of this population so they can stay in their own homes and will include in-home care as well as services at the PACE Center. CDBG funds will be used to purchase therapy equipment for the program to be operated at 2754 Compass Drive.
<b>3</b>	<b>Project Name</b>	Marillac Clinic Replace Two Dental Operatories
	<b>Target Area</b>	NA
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services Homeless
	<b>Funding</b>	CDBG: \$19,832
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Marillac Clinic will serve approximately 2,165 City residents at its facility in the coming year.
	<b>Location Description</b>	The dental facility is located at the Marillac Clinic main building located at 2333 North 6th Street, Grand Junction, Colorado.
	<b>Planned Activities</b>	Marillac Clinic, Inc. recently attained a designation as a Federally Qualified Community Health Center and, thus, are undergoing many changes and significant increase in services. The main clinic has 13 dental operatories (chairs) which have all been recently inspected and all must be replaced as the patient volume increases. The two operatories identified to be replaced with this grant are the highest priority.
<b>4</b>	<b>Project Name</b>	Western Colorado Suicide Prevention Bridges Program



	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$5,874
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Western Colorado Suicide Prevention Foundation estimates serving 35 youth through the Bridges Program in the coming year.
	<b>Location Description</b>	Main program office for the Bridges Program is located at 740 Gunnison Avenue, Grand Junction, Colorado
	<b>Planned Activities</b>	The Bridges program provides emergency counseling for children, teens and young adults at risk for suicide who do not have financial resources to obtain assistance. CDBG funds will be used to pay for up to 80 therapy sessions for 10 more students and support outreach to families and make presentations in three Grand Junction schools.
5	<b>Project Name</b>	St. Marys Senior Companion Program
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$8,000
	<b>Target Date</b>	12/31/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Senior Companion Program estimates CDBG funds will provide for 2 more volunteers to serve 10 more clients, or a total of 12 low and moderate income seniors that live in the City limits in the coming year.
	<b>Location Description</b>	NA
	<b>Planned Activities</b>	The Senior Companion Program enables low to moderate income active seniors to assist other low income frail, elderly persons so that these persons can continue to live at home rather than in an assisted living facility. CDBG funds would be used to reimburse 2 new volunteers that live within the City limits for mileage expenses that support 10 more clients within the City limits.
6	<b>Project Name</b>	St. Mary's Foster Grandparent Program
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$8,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Foster Grandparent Program estimates that CDBG funds will add 5 more low and moderate income senior volunteers to serve 86 more students that reside within the City limits, for a total of 91 persons served.
	<b>Location Description</b>	NA

	<b>Planned Activities</b>	This program places low income senior volunteers in school, day care, Head Start, preschool, and safe house facilities to help children with special needs. Funding would allow for the addition of 6 volunteers to serve 66 more students.
<b>7</b>	<b>Project Name</b>	Counseling and Education Center Low Income Counseling
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$6,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Counseling and Education Center anticipates serving an additional 21 low and moderate income City residents.
	<b>Location Description</b>	Counseling and Education Center main program office located at 2708 Patterson Road, Grand Junction, Colorado
	<b>Planned Activities</b>	This program provides counseling services for low income citizens. Funds are requested to help pay for 84 more counseling sessions for an estimated 21 clients.
<b>8</b>	<b>Project Name</b>	Center for Independence Accessible Riser
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing Suitable Living Env - Sp Needs/Human Svcs/Youth
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure Special Needs Populations and Other Human Services
	<b>Funding</b>	CDBG: \$18,750
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Center for Independence anticipates serving 293 disabled clients at its facility in the coming year.
	<b>Location Description</b>	Center for Independence main program office located at 740 Gunnison Avenue, Grand Junction, Colorado
	<b>Planned Activities</b>	The Center for Independence promotes community solutions and empowers individuals with disabilities to live independently. The agency owns and operates the building at 740 Gunnison Avenue for its programs but also leases space on the second floor to a variety of other organizations. The building has three stairwells but no elevator or other means for accessibility to the second floor. CDBG funds will be used to purchase and install an inclined platform risers on one of the stairways which will eliminate architectural barriers and increase the number of agency consumers with access to the second floor.
<b>9</b>	<b>Project Name</b>	Phoenix Project - Rehabilitate 2 Housing Units
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Decent Affordable Housing
	<b>Needs Addressed</b>	Increase the Inventory of Affordable Housing Units

	<b>Funding</b>	CDBG: \$7,750
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Two households will benefit from improved housing units.
	<b>Location Description</b>	Phoenix Project located at 1333 North 13th Street, Grand Junction, Colorado
	<b>Planned Activities</b>	In partnership with HomewardBound, Housing Resources provides affordable, transitional housing for homeless veterans at the Phoenix Project building at 1333 North 13th Street. Six of the eight apartment units have been remodeled since the building was acquired in 2004. CDBG funds will be used to rehabilitate the kitchens and bathrooms in the remaining two units.
<b>10</b>	<b>Project Name</b>	HopeWest PACE Center - Kitchen Equipment
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure
	<b>Funding</b>	CDBG: \$28,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	HopeWest estimates it will serve 200 frail elderly persons in the first year at the PACE Center.
	<b>Location Description</b>	HopeWest will remodel space at a facility located at 2754 Compass Drive, Grand Junction, Colorado to be used as the PACE Center
	<b>Planned Activities</b>	HopeWest is launching a Program of All-Inclusive Care for the Elderly (PACE) to provide care to the frail elderly. The program goal is to meet the healthcare needs of this population so they can stay in their own homes and will include in-home care as well as services at the PACE Center. This grant will be used to purchase commercial appliances for a kitchen to be used for the program.
<b>11</b>	<b>Project Name</b>	GJHA Nellie Bechtel Housing Rehabilitation
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Decent Affordable Housing
	<b>Needs Addressed</b>	Increase the Inventory of Affordable Housing Units
	<b>Funding</b>	CDBG: \$75,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	96 households will benefit from improved housing units
	<b>Location Description</b>	The recently-acquired Nellie Bechtel Apartment complex is located at 3032 North 15th Street, Grand Junction, Colorado

	<b>Planned Activities</b>	The Housing Authority recently acquired Nellie Bechtel Apartments and will upgrade/rehabilitate the 96 units and community room. CDBG funds will be used to begin the first phase of rehabilitation to include replacement of evaporative coolers on all buildings.
<b>1</b>	<b>Project Name</b>	Karis, Inc. Zoe House Acquisition
<b>2</b>	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Environment - Homeless
	<b>Needs Addressed</b>	Homeless
	<b>Funding</b>	CDBG: \$50,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	5 homeless young adults will benefit with the availability of transitional housing.
	<b>Location Description</b>	Within City limits but applicant cannot disclose exact location.
	<b>Planned Activities</b>	Karis, Inc. provides housing and services to homeless adults, teens and youth who are looking to move aggressively towards self-sufficiency. It currently leases the Zoe House which provides 6-month to two year housing and transitional program for youth recovering from sexual assault, domestic violence or date stalking. CDBG funds will be used towards Karis purchase of the Zoe House.
<b>1</b>	<b>Project Name</b>	Nisley Elementary Safe Routes to School
<b>3</b>	<b>Target Area</b>	Census Tracts
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure
	<b>Funding</b>	CDBG: \$90,000
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4,450 households in this low and moderate income neighborhood will benefit from improved pedestrian facilities.
	<b>Location Description</b>	Nisley Elementary School Neighborhood. The school is located at 28-3/4 Road and Orchard Avenue.
	<b>Planned Activities</b>	This project will construct approximately 550 linear feet of missing curb, gutter and sidewalk along the walking route for Nisley Elementary students on the east side of 28-3/4 Road. The Nisley Elementary School neighborhood is CDBG-eligible.
<b>1</b>	<b>Project Name</b>	El Poso Neighborhood Pedestrian Improvements/Safe Routes to School
<b>4</b>	<b>Target Area</b>	Census Tracts
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure
	<b>Funding</b>	CDBG: \$45,000
	<b>Target Date</b>	12/31/2017

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 1090 households in the low and moderate income neighborhood will benefit from improved pedestrian facilities.
	<b>Location Description</b>	El Poso Neighborhood located at Mulberry Avenue and Highway 340, Grand Junction, Colorado
	<b>Planned Activities</b>	This project will construct approximately 270 linear feet of missing curb, gutter and sidewalk, a retaining wall and an accessible ramp along the west side of Mulberry Street from Broadway to West Ouray Street. It would provide pedestrian improvements to the El Poso neighborhood as well as improve Safe Routes to School for students walking to West Middle School and Grand Junction High School. The El Poso neighborhood is CDBG-eligible.
<b>1 5</b>	<b>Project Name</b>	Downtown Senior Recreation Center Rehabilitation
	<b>Target Area</b>	City-Wide
	<b>Goals Supported</b>	Suitable Living Environment - Non-Housing
	<b>Needs Addressed</b>	Non-Housing Community Development Infrastructure
	<b>Funding</b>	CDBG: \$87,373
	<b>Target Date</b>	12/31/2017
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 216 elderly persons City residents use the downtown Senior Recreation Center
	<b>Location Description</b>	The Downtown Senior Recreation Center is located at 550 Ouray Avenue, Grand Junction, Colorado
	<b>Planned Activities</b>	The Downtown Senior Recreation Center was constructed in 1976 and is in need of rehabilitation. CDBG funds will be used to address the most critical elements including a roofing and wood siding, exterior doors and emergency lighting.

All funds are expended within the City limits or are directed to services and public improvements for city residents. The City of Grand Junction does not limit the use of CDBG funds to any specific geographical location within the City. Nor does the City of Grand Junction limit the use of CDBG funds to any specific groups based on race, minority or ethnic concentration. All funds will be used to serve persons with low to moderate income who live within the Grand Junction city limits. CDBG allocation priorities are based on need, income level of persons to be served and whether or not a proposed activity meets one of the national objectives and the City's objectives outline in the Five-Year Consolidated Plan. All CDBG funds received from HUD during the 2016-2020 timeframe will be used to address at least one of the priority need categories outlined in the Five-Year Consolidated Plan.

Target Area	Percentage of Funds
Census Tracts	27
City-Wide	73

**Table 4 - Geographic Distribution**

**Rationale for the Priorities for Allocating Investments Geographically**

Allocation of investments must be within the City limits and, as applicable, in areas of low to moderate income households are more prevalent in the central and east/southeast parts of the city (refer to Figure 1 in the Executive Summary). Areas of racial/minority concentration are more prevalent in the central and eastern parts of the city (refer to Figure 2 in the Executive Summary). Refer to Figure 3 in the Executive Summary for Program Year 2016 project locations.

The housing stock in the Grand Junction area rose 28.6 percent between 2000 and 2010, from 42,391 units in 2000 to 54,507 units in 2010. Homeownership in the area declined slightly over the period, from 71.0 percent to 69.6 percent. There was an increase in the number of vacant housing units, which rose by 75.8 percent or 1,957 vacant units to 3,440 vacant units. However, the more concerning component of vacant housing units are those that are considered as other vacant by the Census. These types of units are not for rent, nor are they for sale; and are not available to the market place. There may be challenges in ownership; they may be abandoned or foreclosed upon; they may be too dilapidated to be considered habitable. With 798 such units empty in 2010, they comprise 23.2 percent of all vacant units. When located in close proximity to one another, they may be considered a blighting influence, and there were several areas throughout the Grand Junction area with higher concentrations of these units. Some of the vacant units may present opportunities for rehabilitation and should be further assessed.

In terms of housing production, the number of permits issued for construction for all units in Mesa County peaked in 2006 before declining sharply. The vast majority of these newly permitted units were single family homes. The median home value increased from \$121,500 in 2000 to \$217,700 in 2010. The median contract rent also increased during this time, from \$496 in 2000 to \$715 in 2010. Information about the Grand Junction area's current rental units was gathered through use of the 2015 Rental Vacancy Survey, covering single family rental units, apartments, mobile homes, and other types of rental units. All told, today's vacancy rates of properties surveyed was a low 4.1 percent, with single family units at 6.8 percent and apartments at 4.1 percent. The most frequently surveyed units were two bedroom units, with the most frequently surveyed type being apartment units. The average rent

for single family units was \$1,152 and the average for apartment units was \$743. Households that experience one or more of the housing problems, including overcrowding, incomplete plumbing or kitchen facilities, and cost burdens are considered to have unmet housing needs. There were 18,649 households with unmet housing needs, which represented 38.6 percent of the households in the Grand Junction area. The most common type of housing problem was cost burden, or households that spend more than 30 percent of their income on housing, with 35.8 percent of Grand Junction area residents facing cost burden. However, 50.2 percent of renters were cost burdened. Housing for the homeless continues to be a need in the Grand Junction area. According to the 2015 Point-in-time count, there were 318 homeless persons in Grand Junction. Local shelters have served 1,300 unduplicated persons with shelter and meals. Group home housing for persons with special needs, including assisted living facilities, persons with development disabilities, and long term care has a capacity of 1,423 beds, of which 1,119 were filled in September of 2015. However, smaller assisted living facilities are at capacity. Based on this evaluation and results of a housing needs survey conducted in conjunction with the *Grand Valley Housing Needs Assessment*, the highest need areas are for rental assistance, particularly for lower income housing and those with special needs to ease cost burdens; provision of more affordable rental/multifamily units; and provision of more transitional and emergency housing.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	5
Non-Homeless	98
Special-Needs	0
Total	103

**Table 5 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	98
Acquisition of Existing Units	5
Total	103

**Table 6 - One Year Goals for Affordable Housing by Support Type**

The City of Grand Junction has no public housing units but recently coordinated completion of the *Grand Valley Housing Needs Assessment* to examine the current local housing situation. The report includes a thorough assessment of local market conditions, a detailed forecast of current and future demand across the spectrum of housing needs, identification of housing challenges and recommendations and actions to begin to address the market needs. It is anticipated that City staff and community entities will continue to collaborate on efforts based on the *Housing Needs Assessment*.

The Grand Junction Housing Authority has disposed of its remaining public housing known as Capital Terrace and now no longer holds any public housing. Several other local organizations hold vouchers, primarily for special needs populations. The City of Grand Junction has worked closely with the Grand Junction Housing Authority as it has phased out public housing in Grand Junction and constructs developments in a more sustainable affordable housing model. The City has a history of providing building and development fee deferrals, reductions and grant funds to the Housing Authority and other housing providers for the construction of new affordable units.

There are no public housing units in the Grand Junction area. Consequently, the City will not be spending any CDBG funds on public housing in the 2015 Program Year but will continue to support the housing entities in the community in their pursuit of other funding sources. During the 2011 5-Year Consolidated Plan some steps have been taken to address housing issue. For example, in 2011, CDBG funds were used towards the rehabilitation of a 27-unit apartment complex owned and operated by the Grand Junction Housing Authority. There were no applications for new housing in the 2012 or 2013 Program Year but the City has provided support for the Grand Junction Housing Authority's Village Park development which recently opened with 72-low and moderate income units. CDBG Program Year 2006 funds were used to facilitate acquisition of the Village Park property. The City allocated 2014 CDBG funds to the Grand Junction Housing Authority to upgrade 78 units in the Walnut Park Apartment complex that are occupied by elderly and disabled persons. Recently, the City provided financial support for a new senior housing development to be owned and operated by the Grand Junction Housing Authority known as the Highland Apartments. The development will ultimately include 128 units, the first phase of which is under construction, to be completed in 2017.

### **Homeless and Other Special Needs Activities**

Homelessness presents a growing challenge to Grand Junction. The combination of low local wages, high unemployment rate and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing, and making it much more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Prior to 2000, local data collection about the homeless had been primarily anecdotal and informal, as there had not been a coordinated community effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, the Grand Junction community has regularly attempted to provide a count since 2000. The most recent point in time survey with information available was conducted in January 2015 and resulted in an estimated population of 318 unsheltered homeless persons, including 37 veterans. Local groups believe that the actual number of homeless in Grand Junction is greater because the survey did not include "couch surfers" or those who found a hotel or place to stay. The results show that 11% of the homeless are under 18, while 24% are



under 25. Nearly half of the individuals who took the survey said they have some sort of disability, with chronic physical illness being the most common.

### **One Year Goals and Actions for Reducing and Ending Homelessness**

CDBG monies are the only funds allocated to the City that can be used to address homeless needs and to prevent homelessness. For the 2016 Program Year Action Plan, funds will be allocated to Karis, Inc. to acquire the Zoe House which provide 5 rooms for transitional housing for homeless youth and young adults that are recovering from sexual assault, domestic violence or date stalking. In addition, other 2016 activities will address homeless persons as a portion of the clients served by several organizations including Marillac Clinic, Western Colorado Suicide Prevention Foundation and the Counseling and Education Center.

In addition, the City of Grand Junction is supportive of the community's homeless providers. The Colorado Coalition for the Homeless is responsible for the Balance of State Continuum of Care (CoC) for the Grand Junction Community. Since 2008, Grand Valley Catholic Outreach has constructed 63 new apartments in 3 complexes that are used for permanent housing for the homeless. The City assisted with these projects through CDBG funds, development fee relief and general funds. As these projects are completed, they are reported through the MHIS system by the Colorado Coalition for the Homeless as part of the 10-year plan to end chronic homelessness. Obstacles include insufficient CDBG funding to help fund these and other needed projects that help the homeless population of Grand Junction.

The City will also continue to support the various homeless providers with letters of support and letters of consistency with the Consolidated Plan as they compete for and request outside funding including other federal and state grants for homeless activities including prevention.

### **Addressing the Emergency Shelter and Transitional Housing Needs of Homeless Persons**

The Grand Valley Coalition for the Homeless will continue to study the results of the latest survey and the Vulnerability Index study so they can find the best way to solve the homeless problem. In its Continuum of Care Plan, the Coalition has identified that the priority homeless needs are for an emergency shelter, transitional housing, case management, and housing placement for individuals and families. The Plan is intended to provide a continuous network of housing and service support for persons working to permanently leave the streets.

### **Helping Homeless Persons Transition to Permanent Housing and Independent Living**

The community homeless shelter recently developed a new strategy that re-examines its role in the continuum of care that will focus attention on the shelter as a beginning rather than an end on moving individuals and families on a path from homelessness to self-sustainability in housing and employment. HomewardBound is working with many other local agencies to coordinate services provided to transition homeless individuals and families to permanent housing and independent living. 2012 CDBG funds were used to help HomewardBound purchase a property for construction of a new family center to house these services. Construction of the first phase of the development is underway. In the 2016 CDBG Program Year, the City will contribute funds to Karis, Inc. to acquire transitional housing.

### **Helping Low Income Individuals and Families Avoid Becoming Homeless**

Local agencies in the community have their own discharge coordination policies. For example, Homeward Bound has policies in place to accommodate most people who are released from publicly funded institutions. The Grand Junction Community Homeless Shelter is available so that no one needs to be discharged to the streets. This would include persons discharged from correctional facilities, foster

care, mental health facilities and health care facilities. For the vast majority of the persons in this situation, the Grand Junction Community Homeless Shelter is a viable alternative to sleeping on the streets. For those discharged from health care facilities with need for follow-up care or a recuperation period, there is a policy allowing limited daytime shelter at the Grand Junction Community Homeless Shelter during periods of recovery. Other alternatives to homelessness for this population in Mesa County include the Freedom House, for formerly incarcerated persons, and the Rescue Mission.

### **Discussion**

Through development of the Consolidated Plan, the community identified needs in the following community development areas: Transportation, Medical Services, Child Care and Youth. The high priority non-housing community development need summarized in Section NA 40 includes the following:

- Childcare for people transitioning to work and working low income
- Better coordination between public transportation planning and location of childcare facilities for low/moderate income families
- Childcare with more flexible and weekend hours of operation
- Youth-oriented activities and programs that are coordinated in schedule and location for transportation to and from the facilities.
- Expansion of medical and mental health facilities
- Improvement and expansion of senior activity centers
- Facilities for abused adults and children
- Improvement and expansion of centers for the disabled
- Improvement and expansion of other facilities where human and public facilities are provided

In the past 5 years, the City funded Partners, STRiVE, the Parenting Place, Giving Adolescents New Goals (GANG) Outreach, Karis, Inc. and HopeWest for projects related to child education, day care and other youth needs. In addition, funds have been allocated several years for the Foster Grandparent Program which serves early and elementary-aged children with special programs at various child care and education locations.

In addition, the City of Grand Junction supports homeless facilities and a variety of community services and programs, many of which are eligible for CDBG funding. Such projects funded for the 2016 Program Year are:

- HopeWest PACE Center
- Marillac Clinic Dental Facilities
- Counseling and Education Center
- Center for Independence
- Karis, Inc. Zoe House Acquisition

As part of the *Grand Valley Housing Needs Assessment*, a public opinion survey was conducted. One of the questions asked respondents to check from a list the perceived barriers to housing production and affordable housing in the Grand Junction area. The highest rated responses were the cost of land or lot, the current state of the housing market, and the cost of labor. These factors are typically outside the control of local governments. The next highest rated responses included community resistance, cost of materials, lack of adequate public transportation and lack of affordable housing development policies. Of these, the latter could be considered a negative effect of public policies on affordable housing and residential investment. The *Housing Needs Assessment* also suggested a series of recommendations and actions pertaining to public policy that are listed below. Based on these, the City has an opportunity to continue this discussion with other housing interests and work towards making changes to public policies to better support affordable housing and residential investment.

**RECOMMENDATION: Encourage Low to Moderate Income Housing**

- Encourage affordable housing development through density bonus, fee deferments or waivers, and other forms of cost benefits to developers.
- Increase the density of housing in some areas that could accommodate higher density rental development to maximize housing in residential zone districts

**RECOMMENDATION: Encourage Rental Housing Development**

- Assess areas that can accommodate additional rental/multifamily development within the range of existing infrastructure and accommodations.
- Encourage rental developments through development incentives and fee waivers.
- Review zoning requirements that may limit rental/multifamily developments and areas of increased density, especially in areas adjacent to existing amenities and infrastructure.

**Actions to Remove the Negative Effects of Public Policies that are Barriers to Affordable**

Based on the recommendations above from the *Grand Valley Housing Needs Assessment*, the City will work with local housing and other agency partners to establish a housing committee to begin developing a more detailed strategic plan to address affordable housing in the community. Additionally, City staff will continue to assess public policies to alleviate negative effects on the development of affordable housing. Other actions to be undertaken in this area are outlined in the Analysis of Impediments to Fair Housing Choice as listed below.

- Review zoning requirements that may limit rental/multifamily developments and areas of increased density, especially in areas adjacent to existing amenities and infrastructure.
- Encourage mixed income development (i.e. market and affordable units) to accommodate more individuals and families that have been waiting for viable housing.
- Encourage affordable housing development through density bonus, fee deferments or waivers, and other forms of cost benefits to developers.

As previously described, the 2016 Action Plan, there are a variety of community needs and obstacles to addressing them. These include a growing need for services as the community grows and ages, limited federal, state and local funds, availability of accessible and affordable housing, the increased cost of housing, gaps in affordability of owner-occupied and rental housing for populations at specific income levels, and increased compliance and technical skills required for administering the CDBG program. Actions planned to address some of these challenges are further discussed below.

### **Actions to Address Obstacles to Meeting Underserved Needs**

Obstacles to meeting underserved needs include, but are not limited to:

- The decrease in financial support available to the local government and local organizations to address identified needs.
- The number of foreclosures within the community caused by job loss and other factors, increasing the number of households in need of housing and other services.
- The disparity of wage level and housing costs, increasing poverty, increasing unemployment and an aging population demanding more services.

### **Actions to Foster and Maintain Affordable Housing**

During the 2016 Program Year, there are two activities to be funded with CDBG that will help foster and maintain affordable housing. First, the Grand Junction Housing Authority will begin to rehabilitate the recently-purchased Nellie Bechtel Apartments which consist of 96 housing units for seniors and a community building. The development will be owned and operated by the Housing Authority as affordable units. Secondly, Housing Resources of Western Colorado will rehabilitate two housing units at the Phoenix Project which has 8 apartments used for transitional housing for veterans. The rehabilitation of the final two units will ensure the building continues to be maintained as affordable housing.

### **Actions to Reduce Lead-based Paint Hazards**

The City of Grand Junction estimates that 10,000 housing units in Grand Junction were constructed prior to 1978 and that a high percentage of these homes may contain lead-based paint. While it is not known the number of the homes containing lead-based paint that are occupied by low- to moderate-income residents, it is known that older homes are typically more affordable and that a high percentage of these older housing units are occupied by low- and moderate-income persons.

All activities funded with CDBG dollars through the City of Grand Junction must comply with federal regulations concerning lead-based paint. Lead-based paint reduction regulations are incorporated into all legal agreements between the City and grant sub-recipients. Any residential units or facilities constructed prior to 1978 involved in a CDBG activity must undergo a lead-based paint evaluation by a certified inspector. Any CDBG-funded rehabilitation or demolition activities must comply with lead-safe regulations and mitigation practices.

The number of cases of children with elevated levels of lead in their blood has dropped significantly over the last fifteen years. The State of Colorado no longer supports a significant lead-based paint testing program state-wide. Thus, Mesa County Health Department does not proactively tests persons (primarily children) unless there is reason to believe that a person has been exposed to lead. From 2010-2014 testing of physician-referred children resulted in only 3 cases of abnormal results, none of which contained acute levels.

### **Actions to be Taken**

- 1) Housing Resources of Western Colorado and the Grand Junction Housing Authority will continue to meet the requirements of the Federal Rule.
- 2) The City of Grand Junction will investigate, identify, coordinate and/or support additional efforts to address this potential health hazard. This includes complying with the Federal Rule as it applies to the expenditure of CDBG funds on the 2015 activities to which it applies.

- 3) The Grand Junction Housing Authority and other local entities will continue to provide information to residents concerning potential hazards of lead-based paint.

### **Actions to Reduce the Number of Poverty Level Families**

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy, described in the 2016-2020 Five Year Consolidated Plan, outlines community activities to:

- Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends;
- Focus on a continuum of prevention and intervention strategies/activities by age group to prevent/deter persons from entering poverty situations;
- Encourage efforts to raise earned income levels;
- Maintain a strong diversified economic base;
- Increase the employability of recipients of public benefits;
- Attract higher paying employers to Grand Junction;
- Increase access to employment through expansion of the service area and hours of operation of the public transportation system and through the availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs;
- Support efforts to reduce the possibility of catastrophic expense through the provision of essential healthcare to the uninsured and the availability of effective public transportation to reduce the dependence of low-income persons on private automobiles and their associated costs.
- Focus affordable housing development near employment centers.

### **Actions to be Taken**

- a) Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends including the following:
  - Point in Time Homeless Survey
  - Mesa County Human Services data
  - School District 51 data including Free and Reduced Lunch statistics
  - Grand Junction Housing Authority depth of poverty data
- b) Continue Work on an Anti-Poverty Coalition
  - Economic Development Partners and other stakeholders continue to work on issues and forming an Anti-Poverty Coalition. The Coalition would ultimately be responsible for implementing the Community's Anti-Poverty Strategy. Currently, a number of agencies and groups provide programs and services that improve poverty status including the Grand Valley Catholic Outreach, the Red Cross and the Grand Valley Interfaith Network.
- c) Grand Junction Housing Authority will contract a consultant to complete a vagrancy study and update the Vulnerability Index for the Grand Valley to better understand the needs of poverty-level families and the homeless situation

### **Actions to Develop Institutional Structure**

The City Community Development Division provides the staff and framework for the institutional structure for administration of the Community Development Block Grant program. No visible gaps were found in the institutional delivery system. The City will continue to facilitate and foster relationships with agencies to strengthen public services, work with other local jurisdictions and organizations to improve the community, and participate in community efforts that allow for information sharing and dialogue concerning affordable housing, homelessness and special needs populations.

### **Actions to Enhance Coordination between Public and Private Housing and Service Agencies**

The City of Grand Junction will work with public and private housing and human service agencies to enhance coordination in the implementation of the Consolidated Plan. Some of the actions the City will take are listed below.

- Coordinating meetings with community agencies and organizations to discuss community needs, funding opportunities, and potential partnerships.
- Offering technical assistance to agencies to discuss the sources of funding available, associated timelines for applying for funds and most impactful uses of funds.
- Offering technical assistance for potential developers and/or property owners that are considering new development or rehabilitation of existing housing.
- Surveying housing units to determine rehabilitation needs to maintain affordable housing.
- Providing letters of support on behalf of affordable housing project proposals or other proposals from agencies that are requesting funding from external sources.
- Facilitate opportunities for agencies to collaborate to help the low-income homeowner population they serve.

### **Discussion**

As discussed in Strategic Plan section of the Consolidated Plan, the Community Development Division uses monitoring efforts to ensure that programs funded with CDBG are compliant with federal, state and local requirements. In order to achieve this goal, the City has developed a monitoring procedure for all CDBG funded projects. In the 2016 Program Year, staff will perform desk monitoring, technical assistance and on-site monitoring both pre- and post-award, which often includes consultation with HUD CPD staff to ensure program compliance. The amount of monitoring will vary dependent on the subrecipient's previous CDBG experience, performance and complexity of the project. Also, the City ensures compliance during setup, update and closeout of activity information in IDIS. IDIS tracks funds drawn and provides another level of monitoring to ensure program eligibility. Additionally, regularly updating IDIS helps verify that subrecipients are on track with timely expenditures and outcomes. This ongoing review helps the City of Grand Junction identify needs of the subrecipient and provide additional support if necessary.

### **CDBG Program Specific Requirements**

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

### **Other CDBG Requirements**

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

### **Discussion**

The City of Grand Junction will not incur program income for any of its 2016 Program Year activities. Inasmuch as possible, CDBG funds will be entirely expended to benefit persons of low and moderate income or presumed benefit with the exception of Program Administration funds.

**ATTACHMENT D**

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

**RESOLUTION ADOPTING THE 2016-2020 FIVE YEAR  
CONSOLIDATED PLAN  
FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM**

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five Year Consolidated Plan which serves as a federally-required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;

WHEREAS, the planning process in developing the 2016 Program Year Action Plan included citizen participation and interagency involvement;

WHEREAS, the 2016 Five Year Consolidated Plan included a process of setting local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community that serve the low income and special needs populations; and

WHEREAS, the 2016 Five Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies identified by the community that will be undertaken between 2016 and 2020.

NOW THEREFORE BE IT RESOLVED, that the Grand Junction City Council formally adopts the 2015 Community Development Block Grant Program Five Year Consolidated Plan

Adopted this \_\_ day of \_\_\_\_\_, 2016.



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

ATTEST:

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

**ATTACHMENT E**

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

**RESOLUTION ADOPTING THE 2016 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must conduct an Analysis of Impediments to Fair Housing Choice study to be adopted by the City, which serves as a federally required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's 2016 Analysis of Impediments to Fair Housing Choice is to promote fair housing for the citizens of Grand Junction and to determine what impediments to fair housing exist, what steps have been taken to eliminate impediments, and what positive actions are being implemented to promote fair housing as well as documentation showing the positive enforcement;

WHEREAS, the planning process in developing the 2016 Analysis of Impediments to Fair Housing Choice included citizen participation and interagency involvement; and

WHEREAS, the 2016 Analysis of Impediments to Fair Housing Choice study established recommendations the City should take to foster fair housing practices, strategies the Grand Junction community has identified and will undertake between 2016 and 2020, the life of the study.

NOW THEREFORE BE IT RESOLVED, that the Grand Junction City Council formally adopts the CDBG 2016 Analysis of Impediments to Fair Housing Choice study as a part of the Grand Junction CDBG program.

Adopted this \_\_day of \_\_\_\_\_, 2016.

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

ATTEST:

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

**ATTACHMENT F**  
**RESOLUTION NO. \_\_\_\_**

**RESOLUTION ADOPTING THE 2016 PROGRAM YEAR ANNUAL ACTION PLAN AS  
A PART OF THE CITY OF GRAND JUNCTION 2016 FIVE YEAR CONSOLIDATED  
PLAN FOR THE GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM**

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996;

WHEREAS, this designation entitles Grand Junction to an annual grant of funds under the CDBG Program;

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five Year Consolidated Plan which serves as a federally-required planning document that guides community development efforts in Grand Junction;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income;

WHEREAS, the planning process in developing the 2016 Program Year Annual Action Plan included citizen participation and interagency involvement;

WHEREAS, the 2016 Five Year Consolidated Plan included a process of setting local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community that serve the low income and special needs populations; and

WHEREAS, the 2016 Five Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies identified by the community that will be undertaken between 2016 and 2020.

Adopted this \_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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



Attach 6

## CITY COUNCIL AGENDA ITEM

Date: May 26, 2016

Author: Bret Guillory

Title/ Phone Ext: Utility Engineer 244-1590

Proposed Schedule: 1<sup>st</sup> Reading June 1, 2016

2nd Reading: (if applicable): June 15, 2016

File # (if applicable): \_\_\_\_\_

**Subject:** Approval of Loan Contract with the Colorado Water Conservation Board for the Hallenbeck No.1 Downstream Slope Repair, Relating to a Loan in the Maximum Principal Amount of \$1,010,000 Payable from Net Revenues of the City’s Water Activity Enterprise

**Action Requested/Recommendation:** Adopt Ordinance Accepting the Terms and Conditions of the Colorado Water Conservation Board Loan Contracts on Final Passage and Order Final Publication in Pamphlet Form and Authorize the President of the Council to Enter into the Contract for a Loan up to \$1,010,000

**Presenter(s) Name & Title:** Greg Lanning, Public Works Director  
Jay Valentine, Internal Services Manager

### Executive Summary:

The City Water Department has applied for a loan from the Colorado Water Conservation Board to facilitate repair of the Hallenbeck No. 1 Dam (Purdy Mesa). The dam experienced a structural failure in June of 2014 and has been drained since that time. City Council approved debt funding for this project during the 2016 budget review process.

### Background, Analysis and Options:

Hallenbeck Reservoir No. 1 (aka Purdy Mesa) is one of the City of Grand Junction’s 14 raw water reservoirs. Background for this project was provided in the May 4, 2016 City Council agenda.

The purpose of this project is to make repairs to the dam that will mitigate the structural failure, and provide improved control of seepage through the structure. Construction is expected to occur in the summer of 2016.

The loan may be used to recover design costs already incurred, and cover cost to construct the project. Estimated construction cost is \$994,000. The loan will be completed for the actual amount used. The recommendation of the CWCB was to apply for a \$1M loan that would allow for flexibility based on actual construction cost.

CWCB has asked for an opinion letter from the City's bond counsel. Bond counsel is requiring that the loan from CWCB be approved by City Council via an ordinance.

**How this item relates to the Comprehensive Plan Goals and Policies:**

**Goal 12:** *Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.*

The City of Grand Junction Water Department is responsible for maintaining a reliable water source during times of drought. This project will provide for an additional 699 acre feet of raw water storage, roughly 5% of the City's total storage.

**How this item relates to the Economic Development Plan:**

*Infrastructure:* This project emphasizes the City Water Departments diligence in maintaining adequate raw water storage supplies. Being proactive in maintaining raw water infrastructure helps ensure that the customers have reliable high quality water service even during times of drought.

*Providing infrastructure that fosters and supports private investment:* The City of Grand Junction's water service area is almost fully developed. Nonetheless, the City needs to continue to be diligent in protecting and maintaining a reliable raw water source. This critical infrastructure provides for clean domestic water to ensure opportunities for private investment and redevelopment of the core area of the City.

**Board or Committee Recommendation:**

There is no board or committee recommendation.

**Financial Impact/Budget:**

The term of the loan is 20 years, at 2.65% interest. Loan initiation cost is \$10,000.

**Sources**

Water Supply Reserve Account Grant	\$ 100,000
Colorado Water Conservation Board Loan	<u>1,010,000</u>
<b>Total Project Sources</b>	<b>\$1,110,000</b>

**Expenditures**

Design contract	\$ 106,000
Estimated Construction	994,000
Loan Initiation	<u>10,000</u>
<b>Total Estimated Cost</b>	<b>\$1,110,000</b>

**Legal issues:**

The City Attorney and Mr. David Lucas of Sherman and Howard, the City's outside bond counsel have reviewed and approved the documents and the form of the ordinance.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

This was presented at the October 5, 2015 Workshop, and as a Resolution at the May 4, 2016 Council meeting. First reading of the ordinance was on June 1, 2016.

**Attachments:**

Proposed Ordinance

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

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER CONSERVATION BOARD TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN CONTRACT AND A PROMISSORY NOTE TO EVIDENCE SUCH LOAN; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS RELATED THERETO, INCLUDING A SECURITY AGREEMENT; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Grand Junction, Colorado (the "City"), is a home rule city duly existing under the Constitution and laws of the State of Colorado and its City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council has determined and does hereby determine that the City's water system (the "System") is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR"), and Section 37-45.1-103 of the Colorado Revised Statutes, as amended; and

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity require certain improvements to the System, including, without limitation, certain repairs and improvements to the Hallenbeck Reservoir No. 1 Dam (collectively, the "Project"); and

WHEREAS, the Council has determined that in order to finance the Project it is necessary, advisable, and in the best interests of the City to enter into a loan contract (the "Loan Contract") with the State of Colorado for the use and benefit of The Department of Natural Resources, Colorado Water Conservation Board (the "CWCB"), pursuant to which the CWCB will loan the City an amount not to exceed \$1,010,000 (the "Loan") for such purposes; and

WHEREAS, the City's repayment obligations under the Loan Contract shall be evidenced by a Promissory Note (the "Note") to be issued by the City to the CWCB and further

secured by a Security Agreement to be executed by the City, as borrower, to the CWCB, as secured party; and

WHEREAS, the Note and the Loan Contract shall collectively comprise a revenue obligation of the City payable from the Pledged Revenues (as defined herein), and pursuant to TABOR and Article XII, Section 93(f) of the Charter may be approved by the Council without an election; and

WHEREAS, forms of the Note, the Loan Contract, and the Security Agreement (collectively, the “Financing Documents”) have been filed with the City Clerk; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

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

Approvals, Authorizations, and Amendments. The forms of the Financing Documents filed with the City Clerk are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the President of the Council (the “President”). The President and City Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution by the President, the City Clerk, or other appropriate officers of the City of any instrument or certificate or other document in connection with the matters referred to herein shall be conclusive evidence of the approval by the City of such instrument or certificate or other document.

Election to Apply Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, of the Colorado Revised Statutes, as amended (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.



Certain Definitions. For all purposes of the Financing Documents and this Ordinance, the following terms shall have the following meanings:

“Capital Improvements” means the acquisition of land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments and extensions, for use by or in connection with the System.

“Gross Revenues” means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees) and charges for the services furnished by, or for the use of, the System, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenues: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities and investment income therefrom in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Gross Revenues in the calendar year deposited and amounts withdrawn from the rate stabilization account shall be deemed Gross Revenues in the year withdrawn.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City (referred to as the Borrower in the Financing Documents), paid or accrued, for operating, maintaining, and repairing the System, including without limitation legal and overhead expenses of the City (referred to as the Borrower in the Financing Documents) directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for

current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

“Pledged Revenues” for any period means the Gross Revenues during such period less Operation and Maintenance Expenses.

“System” means all of the City’s water facilities and properties, now owned or hereafter acquired, whether situated within or without the City’s boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto, which facilities and properties are used exclusively for the City’s water activity enterprise.

Delegation and Parameters.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President, the Financial Operations Director, or any member of the Council the authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 3:

The interest rate on the Loan;

The principal amount of the Loan;

The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;

The conditions on which and the prices at which the Loan may be paid prior to maturity;

The dates on which the principal of and interest on the Loan are paid; and

The existence and amount of capitalized interest or reserve funds for the Loan, if any.

The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions: (i) the interest rate on the Loan shall not exceed 3.00%; (ii) the principal amount of the Loan shall not exceed \$1,010,000; and (iii) the final maturity of the Loan shall not be later than December 31, 2040.

Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Financing Documents shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Financing Documents after their delivery for value.

Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The revenues pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Contract. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the date of adoption of this Ordinance.

Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Revenues and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Note. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Note and as a part of the consideration of its sale or purchase, the CWCB specifically waives any such recourse.

Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied only to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement

to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation, the costs of obtaining the Loan.

Neither the CWCB nor any subsequent owner(s) of the Financing Documents shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to the execution and delivery of such certificates and affidavits as may reasonably be required by the CWCB.

Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Ordinance Irrepealable. After the Note is issued, this Ordinance shall constitute an irrevocable contract between the City and the CWCB, and shall be and remain irrepealable until the Note and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Note shall in any way be construed as impairing the obligations of the City to keep and perform its covenants contained in this Ordinance.

Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM this 1<sup>st</sup> day of June, 2016.

CITY OF GRAND JUNCTION, COLORADO

[ S E A L ]

---

President of the City Council

Attest:

---

City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM this 15<sup>th</sup> day of June, 2016.

CITY OF GRAND JUNCTION, COLORADO

[ S E A L ]

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President of the City Council

Attest:

---

City Clerk

STATE OF COLORADO            )  
   )  
 COUNTY OF MESA                ) SS.  
   )  
 CITY OF GRAND JUNCTION    )

I, Stephanie Tuin, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “Council”), do hereby certify as follows:

The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) that was introduced, passed on first reading and ordered published in full by the Council at a regular meeting thereof held on June 1, 2016 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on June 15, 2016, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of June 1, 2016, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Bennett Boeschstein				
Marty Chazen				
Chris Kennedy				
Duncan McArthur				
Phyllis Norris				
Barbara Traylor Smith				
Rick Taggart				

The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of June 15, 2016, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Bennett Boeschstein				
Marty Chazen				
Chris Kennedy				
Duncan McArthur				
Phyllis Norris				
Barbara Traylor Smith				
Rick Taggart				

The members of the Council were present at such meetings and voted on the passage of the Ordinance as set forth above.

The Ordinance was approved and authenticated by the signature of the President of the Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the Council.

There are no bylaws, rules, or regulations of the Council that might prohibit the adoption of the Ordinance.

Notices of the meetings of June 1, 2016 and June 15, 2016 in the forms attached hereto as Exhibit A were posted at City Hall in accordance with law.

The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on June \_\_\_, 2016 and June \_\_\_, 2016, as required by the City Charter. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this \_\_\_\_ day of June, 2016.

---

City Clerk and Clerk to the Council

[ S E A L ]

EXHIBIT A

(Attach Notices of Meetings of June 1, 2016 and June 15, 2016)



EXHIBIT B

(Attach Notice of Meeting)



Attach 7

**CITY COUNCIL AGENDA ITEM**

Date: 06/01/16  
Author: Duane Hoff Jr.  
Title/ Phone Ext: Senior  
Buyer/1545  
Proposed Schedule: June 15, 2016  
2nd Reading (if applicable):     
File #: RFP-4183-16-DH

<b>Subject:</b> 3 <sup>rd</sup> Party Natural Gas Services for City Facilities
<b>Action Requested/Recommendation:</b> Authorize the Purchasing Division to Enter into a Contract with A M Gas Marketing Corp. of Aspen, CO to Provide 3 <sup>rd</sup> Party Natural Gas Services for Approximately Fourteen City Facilities.
<b>Presenter(s) Name &amp; Title:</b> Jay Valentine, Internal Services Manager

**Executive Summary:** Request to enter into a contract with A M Gas Marketing, Corp., Aspen, CO to provide 3rd party natural gas services to approximately fourteen City facilities for building and water heating.

**Background, Analysis and Options:**

For several years, the City and Mesa County, have cooperatively contracted with a third party natural gas service company to supply certain qualifying facilities with natural gas for the purposes of building and water heating. Currently, the City has eight facilities on contract for these services (see below). The proposal for this year’s contract will included the following facilities: Two Rivers Convention Center, Orchard Mesa Pool, Lincoln Park/Moyer Pool, Persigo Sludge Processing Building, Persigo Anaerobic Digester, Persigo Operations Building, Persigo Headworks, City Hall, Utilities & Streets Operations Building “A”, Fleet Services Building “C”, CNG Filling Station, Public Safety Building, Avalon Theater, Grand Junction Rockies Locker Room.

For buildings that qualify, the purchase of third party natural gas allows for viable cost savings to those buildings, while maintaining uninterrupted gas supplies. The ability for a building to qualify depends on the minimum quantity of gas used by that building on a monthly basis. In January of 2012, new tariffs were passed that allowed for buildings of lower quantity usage to qualify for these cost savings.

The third party natural gas suppliers are able to provide savings over Xcel due to their ability to purchase future blocks of natural gas at a discount, from Xcel, within the main distribution line. The third party supplier is responsible for the accuracy of usage and demand, and in the type of service selected, accepts the burden for any cost overages, underages, and penalties.

For the past 12 month period, the cost savings for the current 8 facilities on 3rd party natural gas services are:

1. Two Rivers Convention Center = \$ 2,591.62 (14%)
2. Orchard Mesa Pool = \$ 3,895.95 (14%)
3. Persigo Treatment Building #6 = \$ 2,032.24 (15%)
4. Persigo Treatment Building #4 = \$ 1,283.07 (15%)
5. City Hall = \$ 702.59 (13%)
6. Public Works Operations = \$ 976.57 (14%)
7. Fleet Services = \$ 1,999.53 (15%)
8. CNG Fuel Site = \$ 8,000.23 (14%)

With the inclusion of an additional six facilities to the new contract, the City's cost savings is expected increase significantly.

A joint City and County formal Request for Proposal was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association (WCCA), and a source list of vendors, and advertised in The Daily Sentinel.

Four firms submitted formal proposals, all of which were found to be responsive and responsible:

Company	City, State
A M Gas Marketing Corp.	Aspen, CO
CenterPoint Energy	Houston, TX
Tiger Natural Gas, Inc.	Boulder, CO
United Energy Trading	Lakewood, CO

**Board or Committee Recommendation:**

After review of the qualifications received and phone clarifications, the evaluation committee selected A M Gas Marketing Corp. as the preferred proposer.

**Financial Impact/Budget:**

Funds are budgeted for building and water heating in each of the corresponding operating funds for the buildings.

**Legal issues:**

If a contract is awarded, the final form thereof will be reviewed and approved by the City Attorney.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

Third party gas contracts have been discussed in the past and as part of the budget review process.

**Attachments:**

None.



Attach 8

**CITY COUNCIL AGENDA ITEM**

Date: 06/01/16  
Author: Duane Hoff Jr.  
Title/ Phone Ext: Senior Buyer/1545  
Proposed Schedule: June 15, 2016  
2nd Reading:  
File # (if applicable): SOQ-4214-16-DH

**Subject:** City of Grand Junction Fire Department and Grand Junction Regional Airport Authority – Fire Station Partnership Feasibility Study

**Action Requested/Recommendation:** Authorize the Purchasing Division to Enter into a Contract with Roth Sheppard Architects, LLP of Denver, CO to Provide a Feasibility Study for a Potential Joint Partnership with the Grand Junction Regional Airport Authority for the Location and Operation of a Fire Department Located within the Airport Operating Area in an Amount Not to Exceed \$50,000

**Presenter(s) Name & Title:** Ken Watkins, Fire Chief  
Bill Roth, Deputy Fire Chief  
Jay Valentine, Internal Services Manager

**Executive Summary:** The intent of this award is to hire a professional consulting firm to provide a feasibility study for determining the viability of establishing a fully functional and operational fire station to be located on Grand Junction Regional Airport Authority (GJRAA) property for the City of Grand Junction, in conjunction with the GJRAA, to not only provide services to the airport, but to the surrounding area for citizens as well.

**Background, Analysis and Options:**

The Grand Junction Fire Department (GJFD) has five fire stations located throughout the City limits and Rural Fire Protection District. Much of the 77 square miles the Fire Department is tasked with protecting is well covered with the exception of areas to the north. There are no GJFD fire stations located north of Patterson Road. The Grand Junction Regional Airport (GJRA), in addition to the numerous surrounding hotels and the high dollar commercial industry, is located in the extreme north-northwest portion of the City and response time to this area exceeds the national response standards set forth by National Fire Protection Association (NFPA) 1710.

Regarding aircraft-related responses, both GJFD and GJRA currently respond to aircraft emergencies based on alert type in accordance with a Letter of Agreement with the Airport.

Over the past several years, several informal discussions took place between department and airport officials expressing genuine interest on the possibility of a joint airport fire station. No follow-through action ever took place until this past year. During the August

10, 2015 City Council Workshop, Chief Watkins met with Council on the feasibility study topic. During the discussion, Council was advised the study would not exceed \$50,000 and that number included \$25,000 in matching funds (\$12,500 from the City and \$12,500 from the airport). At the end of the workshop discussion, Council agreed to move forward with the grant for the study, with the City's matching funds coming from City Manager Contingency.

In November of 2015, the City of Grand Junction applied for the DOLA Grant. The approval letter from DOLA was dated December 10, 2015 and the contract became effective on January 8, 2016.

Shortly after approval, a committee was formed consisting of staff from both GJFD and GJRAA. Fire Chief Watkins and Deputy Chief Roth represented the fire department while Ben Johnson, Ted Balbier and Fidel Lucero represented the airport. Senior Buyer Duane Hoff chaired the group. A formal Statement of Qualifications was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's website, advertised in The Daily Sentinel, and sent to the Grand Junction Chamber of Commerce and sent to a secondary list of firms. Four firms submitted formal qualifications, all of which were found to be responsive and responsible:

Company	City, State
Roth Sheppard Architects	Denver, CO
CR Architecture + Design	Denver, CO
Emergency Services Consulting International (ESCI)	West Linn, OR
Manitou, Inc.	Peekskill, NY

**Board or Committee Recommendation:**

After review of the qualifications received and interviews, the evaluation committee selected Roth Sheppard Architects as the preferred proposer.

It is anticipated the Grand Junction Regional Airport Authority would approve the Fire Station Partnership Feasibility Study when they meet on June 21. Ben Johnson has advised the topic is on their agenda.

**Financial Impact/Budget:**

This project was budgeted in 2015 and will be carried forward in the first supplemental appropriation.

**Sources**

City of Grand Junction Capital Fund	\$ 12,500
Grand Junction Regional Airport	\$ 12,500
DOLA Grant Award	<u>\$ 25,000</u>
<b>Total Project Sources</b>	<b>\$ 50,000</b>

**Expenditures**

Contract for Feasibility Study

\$ 50,000

**Total Estimated Cost**

**\$ 50,000**

**Legal issues:**

If a contract is awarded, the final form thereof will be reviewed and approved by the City Attorney.

It is likely the attorney representing the Airport Authority would also review and approve the final contract.

**Other issues:**

No other issues have been identified.

**Previously presented or discussed:**

The feasibility study has been discussed at a number of workshops including during budget review.

**Attachments:**

None.



Date: June 7, 2016  
 Author: Rob Schoeber  
 Title/ Phone Ext: Parks & Recreation Director/3881  
 Proposed Schedule: June 15, 2016  
 2nd Reading (if applicable): \_\_  
 File # (if applicable): \_\_\_\_\_

**Attach 9**

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Purchase 14.24± acres of Land from School District 51, Adjacent to Matchett Park
<b>Action Requested/Recommendation:</b> Adopt Resolution Authorizing the Purchase of 14.24± Acres of Property Near Matchett Park from School District 51, in the Amount of \$355,000
<b>Presenter(s) Name &amp; Title:</b> John Shaver, City Attorney Rob Schoeber, Parks and Recreation Director

**Executive Summary:**

The School Board has decided to sell approximately 14.24± acres of property adjacent to Matchett Park and has given first right of purchase to the City of Grand Junction. A recent appraisal of the property placed value of this site at approximately \$355,000 of which the School District has agreed to accept.

**Background, Analysis and Options:**

School District 51 currently owns a parcel near the southeast corner of Matchett Park. The parcel is directly north of the Aspen Ridge Alzheimer’s Special Care Center and totals 14.24± acres. The Master Plan for Matchett Park was adopted in 2014, and the District was an active participant in creating the plan. Throughout the master plan process, plans were underway for the District to relocate their parcel to the south along Patterson Road, and utilize this space for future school development.

Since that time however, the District has determined they have no need for a future school at that location, and have elected to sell the parcel. The 14.24± acres currently owned by the District are incorporated within the current Master Plan, and the loss of this parcel would significantly impact the current plan.

**How this item relates to the Comprehensive Plan Goals and Policies:**

*Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.*



Securing this parcel will allow for the Master Plan to remain as adopted, and may provide flexible use if transferred to an alternate location near the proposed park.

**How this item relates to the Economic Development Plan:**

Strategy 1.5: Investing in and developing public amenities will support Grand Junction in becoming ‘the most livable community west of the Rockies by 2025’.

**Board or Committee Recommendation:**

It was recommended by the Property Committee of the City Council to move forward with the purchase of this parcel.

**Financial Impact/Budget:**

There are two options for source of funds for the purchase of the property; the Parkland Expansion Fund or the General Fund-Fund Balance. If approved, the expenditure will be included in the first supplemental appropriation.

**Legal issues:**

The City Attorney drafted the proposed resolution.

**Other issues:**

The site is currently free of utility easements. The Master Plan includes a buried irrigation system through this parcel and would require direct access for the Grand Valley Water Users Association.

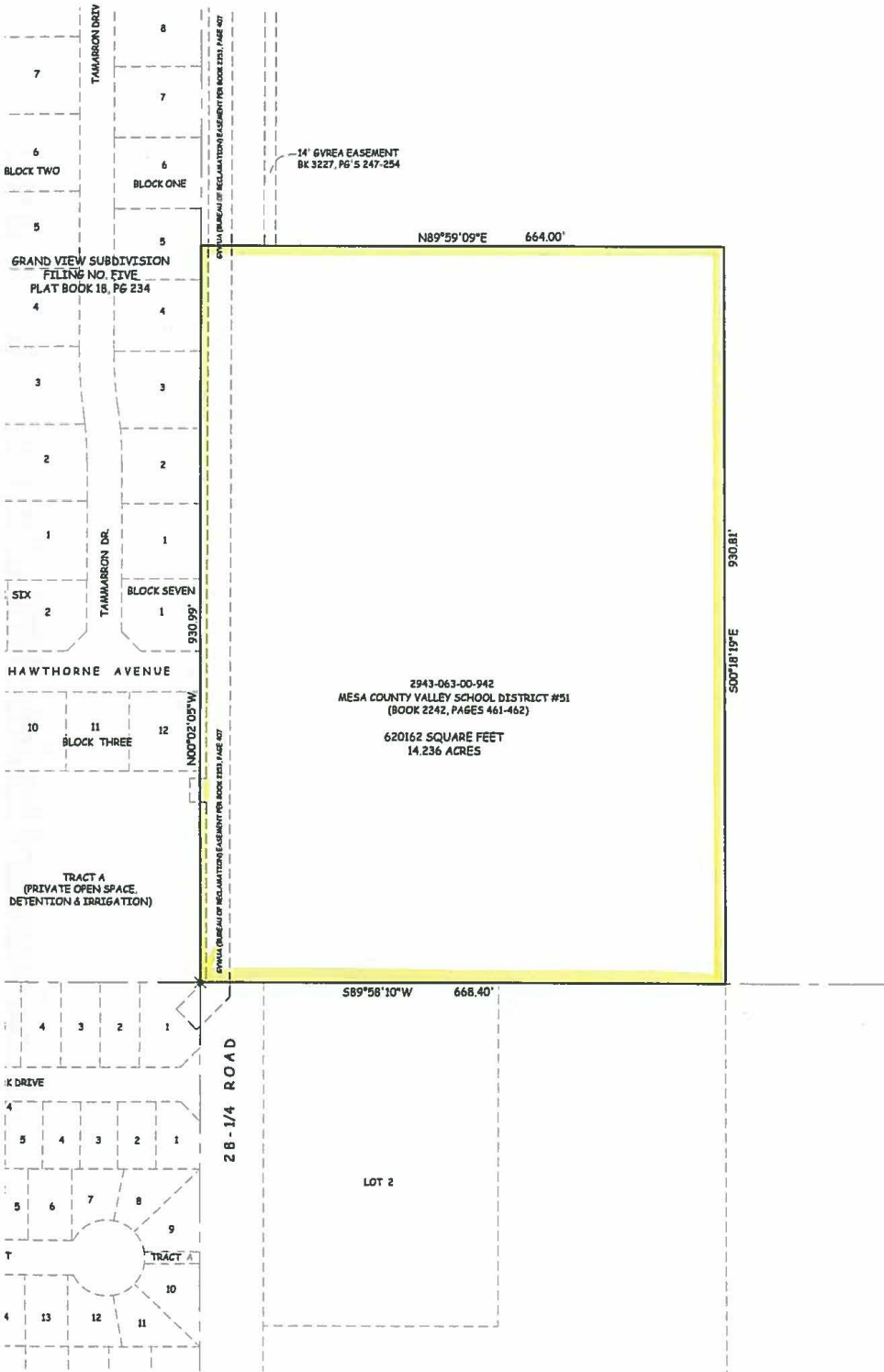
**Previously presented or discussed:**

This topic was presented to the property committee, and also in Executive Session of the City Council on January 20, 2016.

**Attachments:**

1. Site Map
2. Matchett Park Master Plan
3. Proposed Resolution with Real Estate Contract

1.



2.



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**Matchett Park Master Plan**

August 28, 2014

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF 14.24± ACRES OF PROPERTY  
LOCATED NEAR MATCHETT PARK IN GRAND JUNCTION, COLORADO FROM MESA  
COUNTY VALLEY SCHOOL DISTRICT 51**

**RECITALS:**

The City Manager has entered into a contract with Mesa County Valley School District 51 for the purchase of property located near Matchett Park. The price for the property was established by appraisal at three hundred fifty-five thousand (\$355,000.00) dollars.

The contract provided that the City Council must ratify the actions of the City Manager, if at all, prior to the purchase. The purpose of this resolution is for the City Council to consider and at it deems appropriate, affirm, ratify and authorize the closing on the contract and the purchase of the property.

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

1. The property described in the attached contract shall be acquired by the City of Grand Junction for a price of three hundred fifty-five thousand (\$355,000.00).
2. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the property, which are consistent with the provisions of the negotiated Agreement for Purchase and Sale of Real Property and this Resolution are hereby ratified, approved and confirmed.
3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property.

Specifically, City staff is directed to effectuate this Resolution and the agreement, including the execution and delivery of the documents necessary to close the transaction, fund the purchase from the City's general fund, including but not limited to the tendering of a supplemental appropriation and to take such action(s) as are necessary to complete the purchase.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Phyllis Norris  
Mayor and President of the Council  
City of Grand Junction, Colorado

Attest:

---

Stephanie Tuin  
City Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CP40-6-15) (Mandatory 1-16)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

### COUNTERPROPOSAL

Date: March 10, 2016

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated January 29, 2016 (Contract), between Mesa County Valley School District 51 (Seller), and City of Grand Junction, a Colorado home rule municipality (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Mesa, Colorado:

A parcel of land located in Section 6, Township 1 South, Range 1 East, Ute Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the South quarter corner of said Section 6, whence the East 1/16 Corner on the South line of Section 6 bears North 89°49'12" East; thence North 00°48'05" West 660.70 feet; thence South 89°50'44" West 672.05 feet; thence North 00°28'51" West 660.79 feet to the South line of the Northeast quarter of the Southwest quarter this being the Point of Beginning;

Thence South 89°51'19" West 668.36 feet to the southeast corner of Government Lot 6 in said Section 6;

Thence North 00°09'27" West 930.89 feet along the East line of said Government Lot 6;

Thence North 89°50'51" East 664.00 feet;

Thence South 00°25'32" East 930.99 feet to the Point of Beginning. Containing 14.24 acres, more or less.

known as No. no street address assigned \_\_\_\_\_ (Property).  
Street Address City State Zip

2. § 3. DATES AND DEADLINES. Note: This table is revised to read as follows:

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	March 25, 2016
3	§ 8.2	Record Title Objection Deadline	April 1, 2016
4	§ 8.3	Off-Record Title Deadline	March 25, 2016
5	§ 8.3	Off-Record Title Objection Deadline	April 1, 2016
6	§ 8.4	Title Resolution Deadline	April 15, 2016
7	§ 8.6	Right of First Refusal Deadline	N/A
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	N/A
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	

Item No.	Reference	Event	Date or Deadline
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
<b>Appraisal</b>			
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
<b>Survey</b>			
22	§ 9.1	New ILC or New Survey Deadline	N/A
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
<b>Inspection and Due Diligence</b>			
25	§ 10.3	Inspection Objection Deadline	March 25, 2016
26	§ 10.3	Inspection Resolution Deadline	April 1, 2016
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	March 25, 2016
29	§ 10.6	Due Diligence Documents Objection Deadline	April 1, 2016
30	§ 10.6	Due Diligence Documents Resolution Deadline	April 15, 2016
31	§ 10.6	Environmental Inspection Objection Deadline	April 1, 2016
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
<b>Closing and Possession</b>			
36	§ 12.3	Closing Date	June 17, 2016
37	§ 17	Possession Date	At closing
38	§ 17	Possession Time	At closing
39	§ 28	Acceptance Deadline Date	March 18, 2016
40	§ 28	Acceptance Deadline Time	5:00 p.m.

35 **3. OTHER CHANGES.**

36

37

The following paragraphs of the Contract shall be changed partially or in their entirety as follows:

38

39

**2. PARTIES AND PROPERTY.** Paragraphs 2.7.1, 2.7.2, 2.7.3, 2.7.4 and 2.7.5 are deleted and Paragraph 2.7 is modified to read as follow:

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41

**2.7. Water Rights, Well Rights, Water and Sewer Taps.** No water rights, well rights, water taps or sewer taps will be transferred to Buyer at Closing.

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**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

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**10.6. Due Diligence.**

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**10.6.1. Due Diligence Documents.** Subsections 10.6.1.6, 10.6.1.7 and 10.6.1.10 shall be amended to read as follows:

- 10.6.1.6.** Deleted.
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property, if any. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): none.
- 10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property, if any (if not delivered earlier under § 8.3);

**10.6.4. Due Diligence – Environmental, ADA.** Lines 513-514 shall be amended to read as follows:

“ . . . will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II Environmental Site Assessment.”

**13. TRANSFER OF TITLE.** Lines 570-574 shall be amended to read as follows:

“Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not. Title will be conveyed subject to: . . .”

**30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

The following provisions are included in addition to the Additional Provisions currently in the Contract:

- A. The parties hereto represent and warrant that no brokers are entitled to a commission related to the contemplated transaction herein. Each party indemnifies and holds harmless the other party for any claim (including attorney fees) for a commission arising out of or related to this Contract.
- B. This Contract is subject to ratification and formal approval by the Seller’s governing board. The Seller may act only by and through a majority action of its board of education taken at a noticed, public meeting. The ratification and approval of this Contract, if at all, shall be evidenced by a resolution of such board.
- C. This Contract supersedes all previous agreements between the Seller and Buyer concerning the Property. All such prior agreements, written or oral, including, but not limited to, that certain letter agreement dated May 25, 2012 and accepted June 7, 2012, are hereby terminated without liability to either party, and shall have no further force or effect. Each party releases the other from any and all claims it may have, legal or equitable, known or unknown, that arise from or are in any way related to such prior agreements.
- D. Except as is otherwise expressly provided in this Contract or the deed or other documents executed and delivered pursuant hereto, Seller hereby specifically disclaims, and Buyer expressly acknowledges that Seller has made no representation or warranty (oral or written, express or implied, or arising by operation of law) concerning (i) the nature and condition of the Property and its suitability for any and all activities and uses that Buyer may elect to conduct on the Property; (ii) the manner, construction, condition and state of repair or lack of repair of any Improvements on the Property; (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body; and (v)



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any other matter whatsoever it being specifically understood that Buyer shall have full opportunity, prior to Closing, to determine for itself all matters regarding the Property. Except as is otherwise expressly provided in this Contract and any deeds or other documents executed and delivered by Seller at the Closing, the sale of the Property as provided for in this Contract is made on a strictly "AS IS" "WHERE IS" basis as of the Closing Date. BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION ON OR UNDER THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND/OR LIABILITIES RELATING TO ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ. ("CERCLA"); THE RESOURCE CONSERVATIONS AND RECOVERY ACT, 42 U.S.C. §6901 ET. SEQ. ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ. ("SARA") OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS SECTION 30(d) WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE HEREUNDER, AND THAT SELLER IS UNWILLING TO SELL THE PROPERTY TO BUYER UNLESS SELLER IS RELEASED AS EXPRESSLY SET FORTH ABOVE. THE TERMS AND CONDITIONS OF THIS SECTION 30(d) WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

**6. ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before March 18, 2016 at 5:00 p.m.  
Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

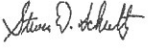
Buyer's Name: City of Grand Junction Buyer's Name: \_\_\_\_\_

By:  3-18-16  
Buyer's Signature Date Buyer's Signature Date

Address: 250 N. 5<sup>th</sup> Street Address: \_\_\_\_\_  
Grand Junction, Colorado 81501  
Phone No.: 970-244-1508 Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Seller's Name: Mesa County Valley School District 51

Seller's Name: \_\_\_\_\_

By:  3/15/16  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: 2115 Grand Avenue  
Grand Junction, Colorado 81501

Address: \_\_\_\_\_

Phone No.: 970-254-5103

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

134 Note: When this Counterproposal form is used, the Contract is not to be signed by the party initiating this Counterproposal.  
135 Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.  
136

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBS4-6-15) (Mandatory 1-16)

3  
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR  
5 OTHER COUNSEL BEFORE SIGNING.  
6

7  
8 **CONTRACT TO BUY AND SELL REAL ESTATE**  
9 **(LAND)**

10  Property with No Residences)  
11  Property with Residences-Residential Addendum Attached)

12 Date: January 29, 2016

13 **AGREEMENT**

14 1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set  
15 forth in this contract (Contract).

16 2. **PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Buyer, City of Grand Junction, A Colorado Home Rule Municipality

18 will take title to the Property described below as  Joint Tenants  Tenants In Common  Other severally.

19 2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in **Additional Provisions**.

20 2.3. **Seller.** Seller, Mesa County Valley School District 51, is  
21 the current owner of the Property described below.

22 2.4. **Property.** The Property is the following legally described real estate in the County of Mesa, Colorado:

23 A parcel of land in Section 6, Township 1 South, Range 1 East, Ute Principal Meridian, Mesa County Colorado being more particularly described as follows: Commencing at the South quarter  
24 corner of Section 6, whence the East 1/16 Corner on the South line of Section 6 bears North 89 degrees 49' 12" East, thence North 00 degrees 48' 05" West 660.70 feet thence South 89  
25 degrees 50' 44" West 672.05 feet, thence North 00 degrees 28' 53" West 660.79 feet to the South line of the Northeast quarter of the Southwest quarter this being the Point of Beginning  
26 thence South 89 degrees 51' 19" West 668.36 feet to the Southeast corner of Government Lot 6 in said Section 6, thence North 00 degrees 09' 27" West 930.89 feet along the East line of  
27 said Government Lot 6, thence North 89 degrees 50' 51" East 664.00 feet; thence South 00 degrees 25' 32" East 930.99 feet to the Point of Beginning. Containing 14.24 acres more or less  
28 Mesa County Tax Parcel #2943-063-00-942

29 known as No. No street address assigned  
30 Street Address City State Zip

31 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of  
32 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

33 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

34 2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price  
35 unless excluded under **Exclusions**:

36 **None**

37  
38  
39  
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41  
42 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the  
43 Purchase Price.

44 2.5.2. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and  
45 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None.  
46 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

47 2.6. **Exclusions.** The following items are excluded (Exclusions):

48 **None**

54  2.7. **Water Rights, Well Rights, Water and Sewer Taps.**  
 55 2.7.1. **Deeded Water Rights.** The following legally described water rights:

56  
 57  
 58 Any deeded water rights will be conveyed by a good and sufficient warranty deed at Closing.

59  2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
 60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

61  
 62  2.7.3. **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
 64 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household  
 65 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been  
 66 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must  
 67 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing  
 68 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well  
 69 Permit # is None.

70  2.7.4. **Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
 71 Mesa County Irrigation District (MCID)

72  
 73 2.7.5. **Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
 74 conveyed as part of the Purchase Price as follows:

75 Those servicing the property at the date of closing, if any.

76  
 77  
 78  
 79 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of  
 80 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

81 2.7.6. **Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 82 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the  
 83 applicable legal instrument at Closing.

84 2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

85 None  
 86  
 87

88 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	NA
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	March 18, 2016
3	§ 8.2	Record Title Objection Deadline	March 25, 2016
4	§ 8.3	Off-Record Title Deadline	March 18, 2016
5	§ 8.3	Off-Record Title Objection Deadline	March 25, 2016
6	§ 8.4	Title Resolution Deadline	April 8, 2016
7	§ 8.6	Right of First Refusal Deadline	NA
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	NA
9	§ 7.4	Association Documents Objection Deadline	NA
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	NA
12	§ 5.2	Loan Objection Deadline	NA
13	§ 5.3	Buyer's Credit Information Deadline	NA
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	NA
15	§ 5.4	Existing Loan Documents Deadline	NA
16	§ 5.4	Existing Loan Documents Objection Deadline	NA

17	§ 5.4	Loan Transfer Approval Deadline	NA
18	§ 4.7	Seller or Private Financing Deadline	NA
<b>Appraisal</b>			
19	§ 6.2	Appraisal Deadline	NA
20	§ 6.2	Appraisal Objection Deadline	NA
21	§ 6.2	Appraisal Resolution Deadline	NA
<b>Survey</b>			
22	§ 9.1	New ILC or New Survey Deadline	NA
23	§ 9.3	New ILC or New Survey Objection Deadline	NA
24	§ 9.4	New ILC or New Survey Resolution Deadline	NA
<b>Inspection and Due Diligence</b>			
25	§ 10.3	Inspection Objection Deadline	March 18, 2016
26	§ 10.3	Inspection Resolution Deadline	March 25, 2016
27	§ 10.5	Property Insurance Objection Deadline	NA
28	§ 10.6	Due Diligence Documents Delivery Deadline	March 18, 2016
29	§ 10.6	Due Diligence Documents Objection Deadline	March 25, 2016
30	§ 10.6	Due Diligence Documents Resolution Deadline	April 8, 2016
31	§ 10.6	Environmental Inspection Objection Deadline	March 25, 2016
32	§ 10.6	ADA Evaluation Objection Deadline	NA
33	§ 10.7	Conditional Sale Deadline	NA
34	§ 11.1	Tenant Estoppel Statements Deadline	NA
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	NA
<b>Closing and Possession</b>			
36	§ 12.3	Closing Date	June 17, 2016
37	§ 17	Possession Date	June 17, 2016
38	§ 17	Possession Time	After closing
39	§ 28	Acceptance Deadline Date	February 12, 2016
40	§ 28	Acceptance Deadline Time	5:00 P.M. Mountain Standard Time

89 3.1. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If  
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

94 **4. PURCHASE PRICE AND TERMS.**

95 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:  
96

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 355,000.00	
2	§ 4.3	Earnest Money		\$ 0.00
3	§ 4.5	New Loan		\$ 0.00
4	§ 4.6	Assumption Balance		\$ 0.00
5	§ 4.7	Private Financing		\$ 0.00
6	§ 4.7	Seller Financing		\$ 0.00
7				
8				
9	§ 4.4	Cash at Closing		\$ 355,000.00
10		<b>TOTAL</b>	\$ 355,000.00	\$

97 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ NA (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the  
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items  
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or  
102 credit Buyer elsewhere in this Contract.

103 4.3. **Earnest Money.** The Earnest Money set forth in this section, in the form of a <sup>NA</sup> \_\_\_\_\_, will be  
104 payable to and held by <sup>NA</sup> \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
105 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually  
106 agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to  
107 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has  
108 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing  
109 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the  
110 Earnest Money Holder in this transaction will be transferred to such fund.

111 4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
112 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

113 4.3.2. **Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to  
114 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided  
115 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute  
116 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
117 days of Seller's receipt of such form.

118 4.4. **Form of Funds; Time of Payment; Available Funds.**

119 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
120 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
121 check, savings and loan teller's check and cashier's check (Good Funds).

122 4.4.2. **Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
123 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at  
124 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this  
125 Contract,  **Does**  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount  
126 stated as Cash at Closing in § 4.1.

127 4.5. **New Loan.**

128 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan  
129 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

130 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
131 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

132 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
133  **Conventional**  **Other**  **NA**

134 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
135 Balance set forth in § 4.1, presently payable at \$<sup>NA</sup> \_\_\_\_\_ per <sup>NA</sup> \_\_\_\_\_ including principal and interest  
136 presently at the rate of <sup>NA</sup> \_\_\_\_\_ % per annum, and also including escrow for the following as indicated:  **Real Estate Taxes**  
137  **Property Insurance Premium** and  <sup>NA</sup> \_\_\_\_\_.

138 Buyer agrees to pay a loan transfer fee not to exceed \$<sup>NA</sup> \_\_\_\_\_. At the time of assumption, the new interest rate will  
139 not exceed <sup>NA</sup> \_\_\_\_\_ % per annum and the new payment will not exceed \$<sup>NA</sup> \_\_\_\_\_ per <sup>NA</sup> \_\_\_\_\_ principal and  
140 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,  
141 which causes the amount of cash required from Buyer at Closing to be increased by more than \$<sup>NA</sup> \_\_\_\_\_, then Buyer has  
142 the Right to Terminate under § 25.1, on or before **Closing Date**, based on the reduced amount of the actual principal balance.

143 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for  
144 release from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at Closing of an  
145 appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by <sup>NA</sup> \_\_\_\_\_  
146 <sup>NA</sup> \_\_\_\_\_ in an amount not to exceed \$<sup>NA</sup> \_\_\_\_\_.

147 4.7. **Seller or Private Financing.**

148 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on  
149 sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a  
150 licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics  
151 of financing, including whether or not a party is exempt from the law.

152 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,   
153 **Buyer**  **Seller** will deliver the proposed Seller financing documents to the other party on or before <sup>NA</sup> \_\_\_\_\_ days before  
154 **Seller or Private Financing Deadline**.

155 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
156 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost  
157 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**,  
158 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

159 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
160 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its  
161 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**

162 or **Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective  
163 discretion.

164

**TRANSACTION PROVISIONS**

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

166 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
167 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
168 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

169 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
170 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
171 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.  
172 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to  
173 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**  
174 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except  
175 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

176 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole  
177 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole  
178 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's  
179 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit  
180 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information  
181 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest  
182 in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under  
183 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective  
184 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

185 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
186 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole  
187 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer  
188 has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any  
189 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the  
190 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,  
191 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will  
192 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
193 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth  
194 in § 4.6.

195 **6. APPRAISAL PROVISIONS.**

196 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged  
197 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set  
198 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property  
199 to be valued at the Appraised Value.

200 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
201 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

202 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
203 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
204 **Objection Deadline**, notwithstanding § 8.3 or § 13:

205 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or  
206 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
207 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

208 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
209 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
210 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written  
211 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.  
212

213 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,  
214 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
215 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of  
216 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.  
217 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the

218 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or  
219 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

220 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by   
221 **Buyer**  **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,  
222 lender's agent or all three.

223  
224 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest  
225 Community and subject to such declaration.

226 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
227 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
228 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
229 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
230 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
231 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY  
232 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
233 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE  
234 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE  
235 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE  
236 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.  
237 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE  
238 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY  
239 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF  
240 THE ASSOCIATION.

241 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the  
242 following:

243 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating  
244 agreements, rules and regulations, party wall agreements;

245 **7.2.2.** Minutes of most recent annual owners' meeting;

246 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the  
247 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,  
248 collectively, Governing Documents); and

249 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual  
250 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if  
251 any (collectively, Financial Documents).

252 **7.3. Association Documents to Buyer.**

253 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association  
254 Documents, at Seller's expense, on or before **Association Documents Deadline.** Seller authorizes the Association to provide the  
255 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon  
256 Buyer's receipt of the Association Documents, regardless of who provides such documents.

257 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
258 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any  
259 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
260 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
261 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
262 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
263 **Date**, Buyer's Notice to Terminate must be received by Seller on or before **Closing**. If Seller does not receive Buyer's Notice to  
264 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any  
265 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

266 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

267 **8.1. Evidence of Record Title.**

268  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
269 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
270 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
271 Price, or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be  
272 issued and delivered to Buyer as soon as practicable at or after **Closing**.

273  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
274 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must



275 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
276 Price.

277 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

278 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  Will  Will Not contain Owner's  
279 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
280 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'  
281 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)  
282 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC  
283 will be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.  
284 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
285 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined  
286 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to  
287 object under § 8.4 (Right to Object to Title, Resolution).

288 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,  
289 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of  
290 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
291 Documents).

292 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
293 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
294 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
295 party or parties obligated to pay for the owner's title insurance policy.

296 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
297 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

298 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
299 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.  
300 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding  
301 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or  
302 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title  
303 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be  
304 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object  
305 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or  
306 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of  
307 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4  
308 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents  
309 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection  
310 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title  
311 Commitment and Title Documents as satisfactory.

312 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
313 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
314 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights  
315 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has  
316 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,  
317 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any  
318 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's  
319 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
320 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
321 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection  
322 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in  
323 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by  
324 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual  
325 knowledge.

326 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those  
327 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If  
328 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

329 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice  
330 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on  
331 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller  
332 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

333 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the  
334 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of  
335 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also  
336 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

337 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or  
338 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

339 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
340 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
341 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
342 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
343 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
344 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
345 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
346 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**  
347 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
348 **RECORDER, OR THE COUNTY ASSESSOR.**

349 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any  
350 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

351 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve  
352 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the  
353 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.  
354 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and  
355 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval  
356 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

357 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
358 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
359 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
360 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and  
361 various laws and governmental regulations concerning land use, development and environmental matters.

362 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
363 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**  
364 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**  
365 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**  
366 **GEOHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS**  
367 **MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE**  
368 **MINERAL ESTATE, OIL, GAS OR WATER.**

369 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
370 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
371 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
372 **RECORDER.**

373 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
374 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
375 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
376 **OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

377 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
378 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
379 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
380 **AND GAS CONSERVATION COMMISSION.**

381 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,  
382 or not covered by the owner's title insurance policy.

383 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
384 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

385 **9. NEW ILC, NEW SURVEY.**

386 **9.1. New ILC or New Survey.** If the box is checked, a  **New Improvement Location Certificate (New ILC)**  
387  **New Survey** in the form of <sup>NA</sup> \_\_\_\_\_ is required and the following will apply:

388 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
389 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a  
390 date after the date of this Contract.

391 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or  
392 before Closing, by:  Seller  Buyer or:

393 NA  
394  
395

396 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider  
397 of the opinion of title if an Abstract of Title), and NA will receive a New ILC or New Survey on or before  
398 **New ILC or New Survey Deadline.**

399 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor  
400 to all those who are to receive the New ILC or New Survey.

401 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
402 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
403 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
404 Seller incurring any cost for the same.

405 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If  
406 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
407 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

408 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

409 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
410 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

411 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on  
412 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement  
413 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC**  
414 **or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey**  
415 **Objection** before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

416

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

417 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE**  
418 **OF WATER.**

419 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to  
420 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed  
421 by Seller to Seller's actual knowledge, current as of the date of this Contract.

422 10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known  
423 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer  
424 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

425 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
426 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the  
427 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,  
428 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the  
429 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),  
430 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or  
431 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective  
432 discretion, Buyer may, on or before **Inspection Objection Deadline**:

433 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

434 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that  
435 Buyer requires Seller to correct.

436 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
437 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
438 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the  
439 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

440 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
441 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
442 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
443 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
444 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
445 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
446 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and

447 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed  
448 pursuant to an Inspection Resolution.

449 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
450 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
451 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

452 **10.6. Due Diligence.**

453 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
454 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**  
455 **Documents Delivery Deadline**:

- 456  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;  
457  **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;  
458  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including  
459 architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the  
460 extent now available;  
461  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;  
462  **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;  
463  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;  
464  **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
465 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):  
466

467  
468  **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
469 been completed and capital improvement work either scheduled or in process on the date of this Contract;

470  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been  
471 made for the past \_\_\_\_\_ years;

472  **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not  
473 delivered earlier under § 8.3);

474  **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
475 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or  
476 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
477 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

478  **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of  
479 the Property with said Act;

480  **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental  
481 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,  
482 if any; and

483  **10.6.1.14.** Other documents and information:

484 NA  
485  
486  
487

488 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due  
489 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective  
490 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

491 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

492 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
493 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

494 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
495 by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a  
496 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**  
497 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
498 before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

499 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
500 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
501 the Property, in Buyer's sole subjective discretion.

502 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
503 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
504 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the  
505 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or NA, at the expense

506 of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation  
507 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations  
508 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'  
509 business uses of the Property, if any.

510 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the  
511 **Environmental Inspection Objection Deadline** will be extended by 10 days (Extended Environmental Inspection Objection  
512 Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date**  
513 will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II Environmental Site  
514 Assessment.

515 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the  
516 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended  
517 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
518 subjective discretion.

519 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any  
520 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

521 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
522 owned by Buyer and commonly known as <sup>NA</sup>\_\_\_\_\_. Buyer has the Right to Terminate  
523 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such  
524 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's  
525 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

526 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
527 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water  
528 for the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.

529 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
530 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
531 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

532 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
533 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the  
534 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller  
535 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably  
536 withheld or delayed.

#### 537 **11. TENANT ESTOPPEL STATEMENTS.**

538 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.  
539 Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance  
540 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease  
541 stating:

- 542 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;  
543 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
544 amendments;  
545 **11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;  
546 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;  
547 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and  
548 **11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising  
549 the premises it describes.

550 **11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant**  
551 **Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,  
552 or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the  
553 unilateral right to waive any unsatisfactory Estoppel Statement.  
554

#### 555 **CLOSING PROVISIONS**

#### 556 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

557 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to  
558 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
559 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing  
560 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

561 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this  
562 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

563 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions  Are  Are Not executed with  
564 this Contract.

565 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
566 the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
567 Mutual agreement of Buyer and Seller.

568 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary  
569 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

570 13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the  
571 other terms and provisions hereof, Seller must execute and deliver a good and sufficient GENERAL WARRANTY deed  
572 to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as  
573 provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements  
574 installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

575 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
576 accepted by Buyer in accordance with Record Title,

577 13.2. Distribution utility easements (including cable TV),

578 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual  
579 knowledge and which were accepted by Buyer in accordance with Off-Record Title and New ILC or New Survey,

580 13.4. Inclusion of the Property within any special taxing district, and

581 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether  
582 assessed prior to or after Closing, and

583 13.6. Other NA.

584 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the  
585 proceeds of this transaction or from any other source.

586 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

587 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
588 to be paid at Closing, except as otherwise provided herein.

589 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
590  One-Half by Buyer and One-Half by Seller  Other.

591 15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of  
592 assessments (Status Letter) must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.  
593 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name  
594 or title of such fee (Association's Record Change Fee) must be paid by  None  Buyer  Seller  One-Half by Buyer  
595 and One-Half by Seller.

596 15.4. Local Transfer Tax.  The Local Transfer Tax of NA % of the Purchase Price must be paid at Closing by  
597  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

598 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
599 as community association fees, developer fees and foundation fees, must be paid at Closing by  None  Buyer  Seller   
600 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):  
601 NA in the total amount of % of the Purchase Price or \$ NA.

602 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
603 \$<sup>100.00</sup> for:

604  Water Stock/Certificates  Water District  
605  Augmentation Membership  Small Domestic Water Company   
606 and must be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

607 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by  
608  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

609 16. PRORATIONS. The following will be prorated to the Closing Date, except as otherwise provided:

610 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
611 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and  
612 Most Recent Assessed Valuation,  Other NA.

613 16.2. Rents. Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to  
614 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of

615 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must  
616 assume Seller's obligations under such Leases.

617 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
618 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
619 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.  
620 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.  
621 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer  Seller. Except  
622 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature  
623 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association  
624 Assessments are currently payable at approximately \$<sup>NA</sup> per <sup>NA</sup> and that there are no unpaid regular  
625 or special assessments against the Property except the current regular assessments and <sup>NA</sup>. Such  
626 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to  
627 deliver to Buyer before **Closing Date** a current Status Letter.

628 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and <sup>NA</sup>.

629 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

630 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to  
631 the Leases as set forth in § 10.6.1.7.

632  
633 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
634 to Buyer for payment of \$<sup>100.00</sup> per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and  
635 **Possession Time** until possession is delivered.

636

**GENERAL PROVISIONS**

637 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

638 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain  
639 Time (Standard or Daylight Savings as applicable).

640 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
641 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or  
642 federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a  
643 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

644 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
645 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
646 condition existing as of the date of this Contract, ordinary wear and tear excepted.

647 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
648 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of  
649 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance  
650 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under  
651 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should  
652 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance  
653 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus  
654 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event  
655 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the  
656 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if  
657 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the  
658 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and  
659 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the  
660 insurance claim.

661 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication  
662 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged  
663 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement  
664 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the  
665 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance  
666 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or  
667 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before  
668 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or  
669 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the

670 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
671 may be purchased and may cover the repair or replacement of such Inclusions.

672 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
673 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
674 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's  
675 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
676 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
677 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

678 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
679 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

680 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
681 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for  
682 the growing crops.

683 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge  
684 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination  
685 of title and consultation with legal and tax or other counsel before signing this Contract.

686 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
687 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
688 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting  
689 party has the following remedies:

690 **21.1. If Buyer is in Default:**

691  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
692 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree  
693 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect  
694 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

695 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller  
696 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is  
697 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree  
698 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY  
699 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific  
700 performance and additional damages.

701 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
702 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this  
703 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

704 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
705 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
706 reasonable costs and expenses, including attorney fees, legal fees and expenses.

707 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties  
708 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
709 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
710 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
711 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
712 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at  
713 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from  
714 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.  
715 This section will not alter any date in this Contract, unless otherwise agreed.

716 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
717 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
718 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole  
719 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and  
720 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and  
721 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money  
722 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the  
723 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is



724 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has  
725 not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order  
726 of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this  
727 Contract.

728 **25. TERMINATION.**

729 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
730 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
731 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
732 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as  
733 satisfactory and waives the Right to Terminate under such provision.

734 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be  
735 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

736 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
737 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining  
738 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the  
739 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right  
740 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the  
741 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

742 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

743 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
744 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or  
745 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after  
746 Closing must be received by the party, not Broker or Brokerage Firm).

747 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer  
748 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of  
749 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or  
750 Brokerage Firm) at the electronic address of the recipient by facsimile, email or <sup>NA</sup>\_\_\_\_\_.

751 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email  
752 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to  
753 access the documents, or (3) facsimile at the Fax No. of the recipient.

754 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
755 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
756 located in Colorado.

757 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
758 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or  
759 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between  
760 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy  
761 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

762 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not  
763 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**  
764 **Insurance, Record Title and Off-Record Title, Current Survey Review and Property Disclosure, Inspection, Indemnity,**  
765 **Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

766 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

767 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
768 Commission.)

769 This entire contract and the Buyer's (City's) obligation to proceed under its terms is expressly  
770 conditioned upon the consent and approval of the City Council of the City of Grand Junction. If  
771 such consent and approval is not obtained on or before Closing (June 17, 2016) then this contract  
772 shall automatically become void and of no effect.  
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**31. ATTACHMENTS.**

31.1. The following attachments are a part of this Contract:

NA

31.2. The following disclosure forms are attached but are not a part of this Contract:

NA

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**SIGNATURES**

Buyer's Name: City of Grand Junction Buyer's Name: NA

Buyer's Signature *Timm* Date 1-29-16 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: 250 N. 5th Street Address: NA  
Grand Junction, CO 81501 NA  
Phone No.: (970)244-1508 Phone No.: NA  
Fax No.: \_\_\_\_\_ Fax No.: NA  
Email Address: johns@gjcity.org or timm@gjcity.org Email Address: NA

791 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Mesa County Valley School District 51 Seller's Name: NA

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: 2115 Grand Avenue Address: NA  
Grand Junction, CO 81501 NA  
Phone No.: (970)254-5103 Phone No.: NA  
Fax No.: \_\_\_\_\_ Fax No.: NA  
Email Address: Phil Onofrio@d51schools.org or Steve Schultz@d51schools.org Email Address: NA

792

793 32. COUNTER; REJECTION. This offer is  Countered  Rejected.

794 Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

795

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the

executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.

This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other NA

Brokerage Firm's Name: NA  
Broker's Name: NA

Address: NA  
NA  
Phone No.: NA  
Fax No.: NA  
Email Address: NA

\_\_\_\_\_  
Broker's Signature Date

**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  Seller's Agent  Buyer's Agent  Transaction-Broker in this transaction.

This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other NA

Brokerage Firm's Name: NA  
Broker's Name: NA

Address: NA  
NA  
Phone No.: NA  
Fax No.: NA  
Email Address: NA

\_\_\_\_\_  
Broker's Signature Date

SD

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 6/15/16  
Citizen's Name: Deuce Stimelli  
Address: 536 29th St  
Phone Number: \_\_\_\_\_  
Subject: Speculations + Concerns

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 06/15/16  
Citizen's Name: Richard Swingle  
Address: 443 Mediterranean Way  
Grand Junction, CO 81507-4525  
Phone Number: \_\_\_\_\_  
Subject: HAPPY ANNIVERSARY AND INSIGHTS

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

City of Grand Junction  
City Council Meeting  
June 15, 2016

Happy Anniversary and Insights

Prepared by: Richard Swingle

Happy Anniversary and Insights  
One Year Anniversary - Next Century Cities

- **Next Century Cities – June 15, 2015**
  - “Mayor Phyllis Norris states, In this day and age, robust broadband is no longer a “nice to have” – it is a “must have”. It has become an imperative to fostering and sustaining a healthy business environment and spurring economic development. Becoming a next Century City was the next logical step for the City of Grand Junction in our effort to build upon high speed Internet for our community ...”

## Happy Anniversary and Insights Mountain Connect

- Mountain Connect – June 5 – 7, 2016, Keystone, CO
  - Status of other Western Slope communities achieving broadband (25Mbps / 4 Mbps)
  - Business models being developed
  - Grand Junction's results versus other Western Slope communities
- City of Grand Junction Attendees:
  - Councilmember Chris Kennedy
  - Internal Services Manager Jay Valentine
  - Deputy City Attorney Shelly Dakonish
  - IT Director Jim Finlayson

Grand Junction City Council June 01, 2016

3

## Happy Anniversary and Insights Lighting Bolts / Insights / Realizations

- Framing the question incorrectly
- Jumping to implementation steps

Grand Junction City Council June 01, 2016

4

## Happy Anniversary and Insights Mountain Connect - Conclusions

- Conclusion #1
  - It is not about broadband it is about fiber optic cable

Grand Junction City Council-June 01, 2016

5

## Happy Anniversary and Insights History of U.S. Communications Infrastructure

- Telegraph wire – U.S. 1<sup>st</sup> generation – no longer used
- Telephone wire – twisted pair – U.S. 2<sup>nd</sup> generation
  - 1894 – first telephone exchange in Grand Junction
  - Has reached it's maximum performance at 3Mb per second (3,000,000)
- Coaxial or Cable wire – U.S. 3<sup>rd</sup> generation
  - First cable offering in Grand Junction - 1959
  - Reaching it's maximum performance capabilities – 60Mb per second (60,000,000)
- Fiber optic cable – 4<sup>th</sup> generation
  - First deployed in 1980
  - Typical minimum performance of 1Gb per second - (1,000,000,000)
  - Maximum lab performance demonstrated 1Pb per second - (1,000,000,000,000,000)
  - Light can be split in 100's of colors providing separate channels down each single strand

Grand Junction City Council-June 01, 2016

6

## Happy Anniversary and Insights History lesson

- What happened to cities that refused to let the railroad build tracks to their city?
  - They died
- What happened to cities that are bypassed by an Interstate?
  - Economic growth stalled
- What happens to cities that miss the buildout of fiber?
  - ????

Grand Junction City Council-June 01, 2016

7

## Happy Anniversary and Insights Mountain Connect - Conclusions

- Conclusion #2
  - Grand Junction is not a leader in delivering fiber to the premise (FTTP) in Colorado or in the U.S.

Grand Junction City Council-June 01, 2016

8



## Happy Anniversary and Insights Fiber to the Premises (FTTP)

- Communities currently deploying fiber to the premises
  - Rio Blanco County – Rangely / Meeker
  - Montrose / Delta – “Bring gigabit rate fiber optic Internet service to each of its 30,000 members in Delta and Montrose Counties” 06/12/16 Sentinel
  - Durango
  - Glenwood Springs
  - Cortez
  - Fort Morgan

Grand Junction City Council-June 01, 2016

9

## Happy Anniversary and Insights Summary

- Happy anniversary
- It is not about broadband it is about fiber optic cable
- Grand Junction is not a leader in delivering fiber to the premise (FTTP)

City Mission Statement –

To become the most livable community west of the Rockies by 2025

Grand Junction City Council-June 01, 2016

10