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**CITY COUNCIL AGENDA
MONDAY, JUNE 17, 2019
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order, Pledge of Allegiance, Moment of Silence

Presentations

2019 Home Run Alley Award

Appointments

To the Downtown Development Authority/Business Improvement District

To the Parks and Recreation Advisory Board

Citizen Comments

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

City Manager Report

Council Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the June 3, 2019 Workshop
- b. Minutes of the June 5, 2019 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning a Property from R-1 (Residential - 1 du/ac) to R-2 (Residential - 2 du/ac) Located at 2595 Music Lane and Set a Public Hearing for July 1, 2019

3. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the State Board of the Great Outdoors Colorado Trust Fund for Completion of a Parks and Open Space Master Plan.
- b. A Resolution Issuing a Revocable Permit for Installation of a Food Processing Interceptor within the Public Alley Right-of-way Located South of and Adjacent to the Property Located at 635 Pitkin Avenue.
- c. A Resolution Renaming F ½ Road to Ridge Drive between North 12th Street to East Cliff Drive.
- d. A Resolution Authorizing the City Manager to Sign and Submit Grant Requests to the Federal Aviation Administration (FAA) for Improvements to the Grand Junction Regional Airport

REGULAR AGENDA

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

4. Public Hearings

a. Legislative

- i. An Ordinance Amending the Grand Junction Municipal Code to Permit Off-Highway Vehicles.

5. Resolutions

- a. A Resolution Authorizing the City Manager to Enter into a Contract to Sell a City-owned Property Known as Lot 16 of the Riverfront at Dos Rios Filing One and Ratifying the Actions Taken Therewith

6. Non-Scheduled Citizens & Visitors

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

7. Other Business

8. Adjournment



Grand Junction City Council

Regular Session

Item #

Meeting Date: June 17, 2019

Presented By: Rob Schoeber, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Rob Schoeber

Information

SUBJECT:

2019 Home Run Alley Award

RECOMMENDATION:

For presentation at the City Council meeting.

EXECUTIVE SUMMARY:

The purpose of this item is to present the 2019 Home Run Alley Award.

BACKGROUND OR DETAILED INFORMATION:

This award is reserved for the 'First Followers' - the people behind the scenes that help baseball in Grand Junction from Little League on up. Local groups, individuals and businesses are recognized annually by the JUCO Committee. This award is for the Suplizio Field Grounds Crew including Marc Mancuso, Bruce Hagen, and Bill Johnson.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: June 17, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Downtown Development Authority/Business Improvement District

RECOMMENDATION:

Appoint members To the Downtown Grand Junction Development Authority/Business Improvement District.

EXECUTIVE SUMMARY:

There are two vacancies on the Downtown Development Authority/Business Improvement District.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Downtown Development Authority/Business Improvement District.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: June 17, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Parks and Recreation Advisory Board

RECOMMENDATION:

Appoint members to the Parks and Recreation Advisory Board.

EXECUTIVE SUMMARY:

There are three vacancies on the Parks and Recreation Advisory Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Parks and Recreation Advisory Board.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

June 3, 2019

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:28 p.m.

City Councilmembers present: Councilmembers Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann, and Mayor Rick Taggart.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Deputy City Attorney Jamie Beard, Community Development Director Tamra Allen, Principal Planner David Thornton, Public Works Director Trent Prall, Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

Agenda Topic 1. Discussion Topics

a. Update regarding the Comprehensive Plan Process

City Manager Caton welcomed members of the Planning Commission. Community Development Director Tamra Allen provided a brief summary of the process and introduced consultant Dan Garner with Housel Lavigne.

Mr. Garner reviewed the purpose of the Comprehensive Plan and noted there are nine steps in the process. Step 4 with "Issues and Opportunities" is being wrapped up with Step 5 (Visioning Workshop) beginning. Extensive community outreach has been conducted and continues in the form of focus groups, workshops, and online engagement. A "Visioning Workshop" will be held on July 16.

Top issues identified across focus groups included affordable housing, job growth, economic diversification and business growth, and bike and pedestrian transportation options. Additional issues identified in workshops and online engagement include traffic and traffic-calming measures and poor crosstown connectivity. Some of the issues identified by businesses include infrastructure, workforce readiness, and broadband. An "Issues and Opportunities Report" will be forthcoming.

After Step 5 "Community Vision, Goals, and Objectives," "Subarea Planning" will be explored in Step 6. There are still another ten months remaining before the project is complete.

Discussion ensued about identified issues, the level of community engagement, online engagement opportunities, participation by age bracket, the length of the survey, involving CMU to obtain feedback, outreach to neighborhoods, existing boundaries, advisory committee, and future outreach opportunities.

Agenda Topic 2. Next Workshop Topics

City Manager Caton reported that there will be a June 13th workshop with the Planning Commission to receive an update on the Downtown Development Authority's (DDA) Plan of Development (POD).

3. Other Business

Mr. Caton discussed the recent request by several citizens for the City to adopt a ban on all single-use plastic bags. Support was expressed by City Council for Mr. Caton to contact the citizens and inform them the Council is in the process of updating the Strategic Plan and will enfold sustainability efforts into the Plan.

Conversation ensued about developing a process to address citizen requests that concern policy matters. Discussing these items under "Other Business" during workshops received support by the Council.

Mr. Caton reported staff has been discussing ways to fund transportation needs in light of the recent failure of ballot question 2A. Councilmembers supported the idea of the formation of an ad hoc citizen committee that would address specific projects, the amount of the funding requested, and the language that would go on the November ballot. It was requested that each Councilmember send two names of suggested committee members to Mr. Caton.

Adjournment

The workshop adjourned at 7:28 p.m.

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

June 5, 2019

The City Council of the City of Grand Junction convened into regular session on the 5th day of June, 2019 at 6:00 p.m. Those present were Councilmembers Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Duke Wortmann, and Council President Rick Taggart. Councilmembers Duncan McArthur and Anna Stout were absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann, and Deputy City Clerk Selestina Sandoval.

Council President Taggart called the meeting to order. Councilmember Wortmann led the Pledge of Allegiance which was followed by an invocation by Bruce McKee, Associate Pastor of Bookcliff Baptist Church.

Presentations

Recognition of New Neighborhood Association

Principal Planner Kristen Ashbeck presented this item. Councilmember Pe'a presented the certificate of recognition. Natalie Clark with Friends of Sherwood Park Association was present to accept the certificate.

Proclamations

Proclaiming June 17 - 23, 2019 as Pride Week in the City of Grand Junction

Councilmember Wortmann read the proclamation. Heidi Hess and Jesse Daniels with Colorado West Pride accepted it.

City Manager Report

City Manager Greg Caton read a community comment he received lauding the Grand Junction Fire Department who saved a gentleman who had a stroke.

Council Reports

Councilmember Pe'a attended the Two Rivers Convention Center Building Tour and commented on how impressed he was by the improvements.

Councilmember Wortmann spoke of JUCO week and the community coming together to host the tournament.

Council President Taggart spoke of the Strategic Plan, the Comprehensive Plan, and community engagement.

CONSENT AGENDA

Councilmember Wortmann moved to adopt the Consent Agenda items #1 - #5.
Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the May 13, 2019 Workshop
- b. Minutes of the May 13, 2019 Executive Session
- c. Minutes of the May 15, 2019 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending the Grand Junction Municipal Code to Permit Off Highway Vehicles and Set a Public Hearing for June 17, 2019

3. Contracts

- a. Raw Water Irrigation Supply and Waterline Replacement
- b. Construction Contract for the 2019 South Downtown Water and Sewer Line Replacement Project
- c. Cooperative Use Agreement between the Grand Valley Audubon Society, Inc. and the City of Grand Junction to use Grand Junction Redlands Tailrace Water Rights
- d. Contract for the Las Colonias Business Park Restrooms

4. Resolutions

- a. A Resolution Finding the Comprehensive Plan Together with the 3-Mile Plan Map Serves as the City's 3-Mile Plan and its Annual Update

b. A Resolution Authorizing the City Manager to Enter into a Contract to Sell a City owned Property Known as Lot 16 of the Riverfront at Dos Rios Filing One and Ratifying the Actions Taken Therewith - CONTINUED TO JUNE 17, 2019

5. Other Action Items

a. Consider a Request by Chronos Property, LLC to Accept the Dedication of 0.72 acres of Open Space in the Proposed Elevation 4591 Subdivision

REGULAR AGENDA

Public Hearing - An Ordinance Rezoning the Sixbey Investments, LLC Property from R-4 (Residential 4 du/ac) to R-O (Residential Office) Located at 2670 Patterson Road

The Applicant, Sixbey Investments, LLC is requesting a rezone of a 0.31 acre parcel of land located at 2670 Patterson Road from R-4 (Residential – 4 du/ac) to R-O (Residential Office) in anticipation of future development. The requested R-O zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac).

Senior Planner Scott Peterson presented the item.

Ted Ciavonne of Ciavonne, Roberts and Associates, Inc. represented Sixbey Investments, LLC and was available to answer questions.

Conversation ensued about traffic on Patterson Road and the impacts of this rezone. Rick Dorris, Community Development Engineer, spoke about the City's findings in regards to this request.

The public hearing was opened at 6:32 p.m.

Georgia Mitchum, Amy Johnson Lambert, and Laura Bishop spoke in opposition of this rezone.

The public hearing was closed at 6:46 p.m.

Mr. Ciavonne spoke about the adjacent property, access from Patterson Road and addressed some traffic concerns expressed during the public hearing.

Conversation resumed about site entrance and Patterson access.

Councilmember Norris moved to adopt Ordinance No. 4856, an ordinance rezoning Sixbey Investments, LLC Property, 0.31 acres of land located at 2670 Patterson Road from R-4 (Residential 4 du/ac) to R-O (Residential Office) on final passage and ordered final publication in pamphlet form. Councilmember McDaniels seconded the motion. Motion carried by split roll call vote with Councilmember Wortmann voting no.

Public Hearing to Consider Funding the 2019 Community Development Block Grant (CDBG) Program Year, Including an Amendment to the Action Plan for the 2018 Program Year, and Set a Public Hearing for Adoption of the 2019 Annual Action Plan for July 17, 2019

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2019 Program Year. The City will receive \$461,255 for the 2019 Program Year beginning September 1, 2019. In addition, Council will consider an amendment to the 2018 Action Plan to utilize \$100,000 remaining funds to be allocated with the 2019 funds for a total allocation of \$561,255.

Principal Planner Kristen Ashbeck presented this item.

Councilmember Norris commented that despite the number of services needing funding, City Council had to choose the services that the City could fund with the allocation provided.

Applicants: Mistalynn Meyeraan with Western Slope Center for Children, Doug Sorter with STRiVE, Chris Miller with the Counseling and Education Center, and Alan Anderson with Riverside Educational Center spoke of their programs and thanked City Council for their consideration.

The public hearing opened at 7:14 p.m.

There were no public comments.

The public hearing closed at 7:14 p.m.

Councilmember Wortmann moved to adopt the proposed funding requests and set a public hearing for adoption of the 2019 Annual Action Plan for July 17, 2019. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - An Ordinance Rezoning a Property from I-2 (Heavy Industrial) to I-1 (Light Industrial) Located at 2285 River Road

The Applicant, Bensley-Bristol, LLC is requesting a rezone of a 4.12 acre parcel of land located at 2285 River Road from I-2 (Heavy Industrial) to I-1 (Light Industrial) in anticipation of converting the existing structure on the property from its previous use as an automotive museum to a gymnastics academy (formerly the gymnastics component of Kidzplex, to be known as Legacy Gymnastics). The requested I-1 zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Industrial.

Principal Planner Kristen Ashbeck presented the item.

Brian Bensley, President of Kidzplex, spoke about their plans for the property.

Councilmembers Wortmann and Norris lauded Kidzplex and what it has done for the community.

The public hearing was opened at 7:24 p.m.

There were no public comments.

The public hearing was closed at 7:24 p.m.

Councilmember Wortmann moved to adopt Ordinance No. 4857, an ordinance rezoning Legacy Gymnastics property from I-2 (Heavy Industrial) to I-1 (Light Industrial), located at 2285 River Road on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Public Hearing - An Ordinance Amending Section 21.04.030(e), Recreational Campgrounds, and Other Related Sections of the Grand Junction Municipal Code

The Director of Community Development on behalf of the City is requesting amendments to Section 21.04.030(e), Recreational Campgrounds and other related sections regarding the site design and construction standards for campgrounds. In general, these revisions are a rewrite of the entire Code section in order to modernize and update the regulations, resulting in greater clarity and flexibility in design and construction of campground accommodations.

Principal Planner Kristen Ashbeck presented this item.

The public hearing was opened at 7:34 p.m.

Ted Ciavonne and Jen Taylor spoke in favor of the ordinance and thanked staff for their work on it.

The public hearing was closed at 7:36 p.m.

Councilmember Wortmann moved to adopt Ordinance No. 4858, an ordinance amending Grand Junction Municipal Code Section 21.04.030(e), Recreational Campgrounds and other related sections regarding the site design and construction standards for campgrounds on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 7:37 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 17, 2019

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace R. Hochwalt, Associate Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning a Property from R-1 (Residential - 1 du/ac) to R-2 (Residential - 2 du/ac) Located at 2595 Music Lane and Set a Public Hearing for July 1, 2019

RECOMMENDATION:

The Planning Commission heard this item at their May 28, 2019 meeting and recommended approval (4-0).

EXECUTIVE SUMMARY:

The Applicant, Trilogy Properties, LLC, is requesting a rezone of a 1.07-acre parcel of land located at 2595 Music Lane from R-1 (Residential - 1 du/acre) to R-2 (Residential - 2 du/acre). The Applicant is requesting a rezone in anticipation of subdividing the property into two parcels. The requested R-2 zone district is consistent with the Comprehensive Plan Future Land Use designation for the property of Residential Low (0.5 – 2.0 du/ac).

BACKGROUND OR DETAILED INFORMATION:

The subject property is a vacant site located at 2595 Music Lane that totals approximately 1.07 acres in size. The site is located just northwest of the Patterson Road and 26 Road intersection. The property is zoned R-1 (Residential – 1 du/acre), with a majority of the adjacent and nearby properties zoned R-1 and utilized for large lot single-family residential use. The property was annexed into the City in 2000, as part of the G Road South Enclave Annexation. When annexed, the property was zoned RSF-1 (comparable to the existing R-1 zone district of 1 dwelling unit per acre).

If a rezone is approved, the applicant intends to split the lot into two parcels, and construct a single family residence on each parcel. This application for a Rezone has been submitted concurrently with an application for a Simple Subdivision for the property (see plan case SPN-2019-176).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on Monday, March 25, 2018 at 5:30 pm at the Traders Coffee Shop, located at 2648 Patterson Road in Grand Junction. The Applicant's representative provided an overview of the Rezone request and Simple Subdivision proposal for the property located at 2595 Music Lane. There were a total of eight people in attendance, including four citizens, the Applicant, Representative, and City planning staff. Attendees had concerns including the number and types of homes built, and the future of the neighborhood if the rezone was approved.

Public notice for this application was provided in accordance with Sec. 21.02.080(g) of the Code, including posting notification signs on the subject property on all public rights-of-way.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, the City may Rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

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

The applicant has stated that the proposed density and designed lot layout will help meet the housing demand for Grand Junction. The existing property was annexed and zoned in 2000. In 2010, the City of Grand Junction and Mesa County jointly adopted a Comprehensive Plan, replacing the Growth Plan and establishing new land use designations. The Comprehensive Plan includes a Future Land Use Map which identifies this property to be designated as Residential Low (0.5 – 2.0 du/ac), which is the same designation that was identified on the property when it was annexed and zoned in 2000. Both the Applicants proposed zoning of R-2, as well as the existing zoning of R-1 implements the Future Land Use Map designation of Residential Low (0.5 – 2.0 du/ac). The existing zoning of R-1 continues to be a valid zoning under the Comprehensive Plan, and staff has found no other subsequent events to have invalidated the original premise of the existing zoning.

Therefore, Staff finds this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment

is consistent with the Plan; and/or

The applicant has stated that the proposed rezone will help support the future housing needs of Grand Junction as the city continues to grow. The North Ridge Estates subdivision is a short distance east of the subject site and was platted in the late 1970's. This subdivision has an R-4 zoning designation. Additionally, there are two newer subdivisions zoned PD (Planned Development) a short distance to the west of the subject site: The Fall Valley Subdivision, which was platted in 1997 with a density of 2.9 units/acre; and the Beehive Estates Subdivision, platted in 2005 with a density of 4.2 units/acre. However, the immediate area of the subject site contains minimal vacant land (aside from the subject site itself) and is developed with single family residences situated on larger lots, most of which were constructed in or around the 1960's. The subject property is currently zoned R-1 (Residential, 1 du/acre), as well as all immediately adjacent properties.

Therefore, Staff finds this criterion has not been met.

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

Adequate public and community facilities and services are available to the property and are sufficient to serve the residential land uses allowed in the proposed R-2 zone district. Ute Water and City sanitary sewer are presently located within the Music Lane right-of-way on the north side of the property. The property can also be served by Xcel Energy for electric and natural gas services. Access to commercial facilities, retail, offices and restaurants, etc., can be accessed off Patterson Road, less than half a mile south of the subject site. Grand Valley Transit (GVT) also provides bus service stops along Patterson Road and 1st Avenue. In addition, St. Mary's Hospital is located less than a mile southeast of the subject site, while Grand Junction Fire State #3 is less than a mile southwest of the subject site. Furthermore, the property is located within a mile of a number of schools including Pomona Elementary School, Tope Elementary School, and West Middle School. Staff has found there to be adequate public and community facilities available to serve the proposed R-2 zone district and its potential uses.

Therefore, Staff finds 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

The R-2 zoning district comprises the third largest amount of residential acreage within the city limits at over 1,371 acres. Of that acreage, it has been determined that approximately 10% of that acreage is vacant. Although there is a lack of developable

residential land in the immediate area of the subject, there is ample developable/underdeveloped land for low density residential use within a half mile of the subject site, primarily to the north.

Therefore, Staff finds this criterion has not been met.

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

Much of the immediate area of the subject site is developed and built-out, with all infrastructure and public and community facilities in place. A rezone to the R-2 zone district provides additional residential housing opportunities. Although in this case the rezone would only accommodate for one additional lot, it would make slightly more efficient use of the existing infrastructure.

Therefore, staff finds that this criterion has been met.

This Rezone request is consistent with the Future Land Use Map designation of Residential Low, which is implemented by residential development at densities between 0.5 du/Acre and 2 du/Acre. The Rezone is also consistent with the following vision, goals and/or policies of the Comprehensive Plan:

Goal 1 – Policy A:

City and County land use decision will be consistent with the Future Land Use Map.

Goal 3:

The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the region.

PLANNING COMMISSION RECOMMENDATION AND FINDINGS OF FACT

After reviewing RZN-2019-175, a request to Rezone 1.07 acres from an R-1 (Residential - 1 du/acre) to R-2 (Residential - 2 du/Acre) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;
2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Planning Commission recommends approval of the requested rezone to R-2 (Residential -2 du/acre).

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

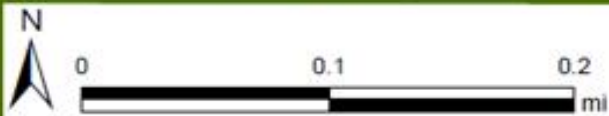
SUGGESTED MOTION:

I move to introduce an ordinance rezoning 1.07 acres of land located at 2595 Music Lane from R-1 (Residential - 1 du/acre) to R-2 (Residential - 2 du/acre) and set a public hearing for July 1, 2019.

Attachments

1. Maps
2. Neighborhood Meeting Minutes
3. Zoning Ordinance

Site Location Map



Printed: 4/30/2019

1 inch = 376 feet

Current Zoning Map

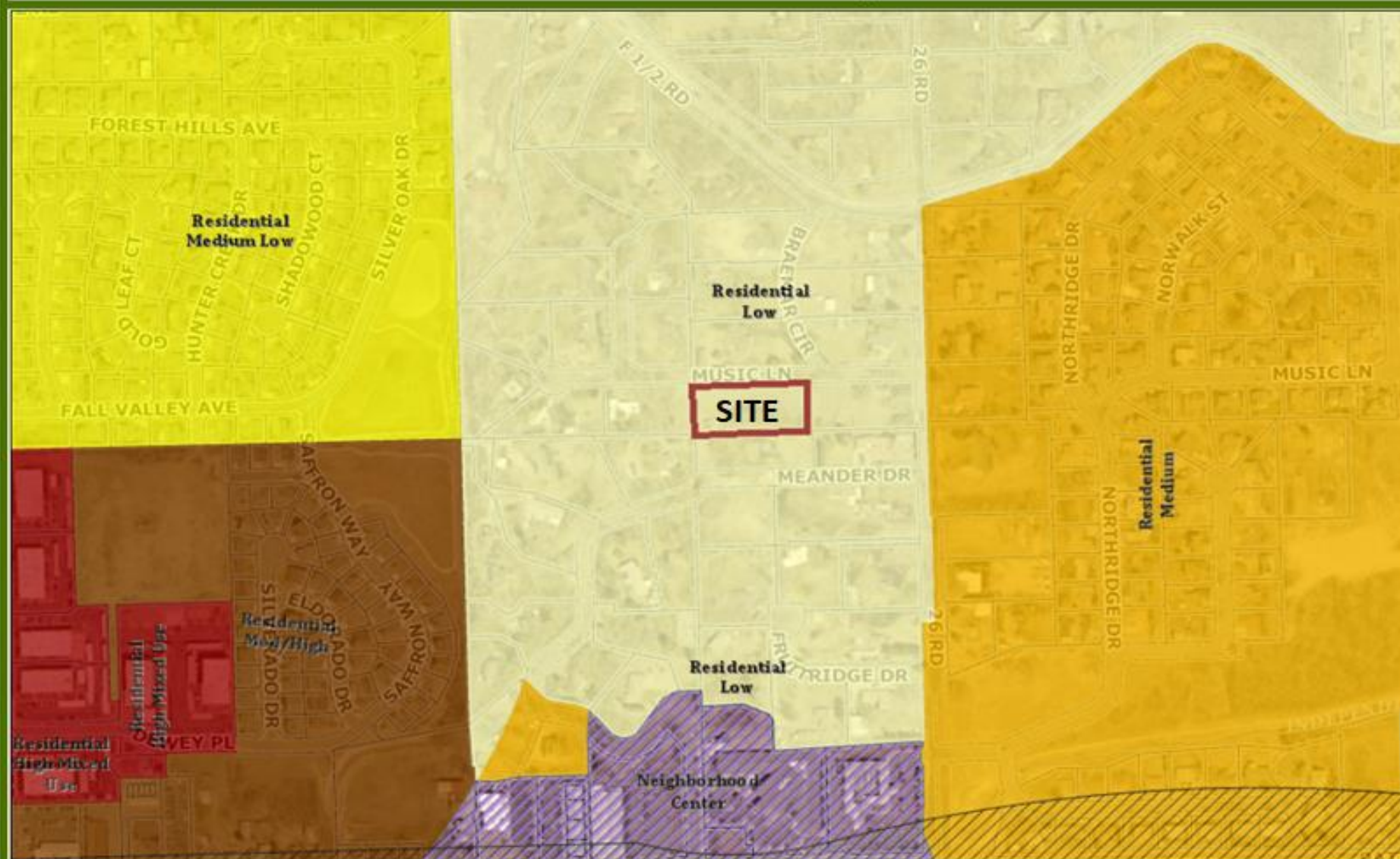


Printed: 4/30/2019

1 inch = 376 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Future Land Use Map



Printed: 4/30/2019

1 inch = 376 feet



Harmony Rezone Neighborhood Meeting Minutes

Meeting Held on 3-25-2019 At 5:30 pm

Location: Traders Coffee Shop

The Harmony Simple Subdivision neighborhood meeting was hosted at the Traders Coffee Shop Conference Room. The meeting was attended by 8 people. (Sign in sheet attached) Colorado Land Advisor hosted meeting for Trilogy Properties, LLC who is the developer and home builder. Andrew Gingerech, Associate Planner for the City of Grand Junction attended, as did 4 neighbors.

Colorado Land Advisor presented civil plans of Harmony Simple Subdivision development as well as exterior photos and floor plans from previous homes from the home builder. Bailie gave an overview of what we are proposing with this application and Andrew answered many questions about zoning and the City's process.

The following are some of the questions asked during the meeting:

Question: What type of houses will be built on the project?

Andrew Brock, the home builder, presented an example of previous houses be built and reiterated that the proposed homes will be similar to existing homes in the vicinity.

Question: What is the maximum height these homes can be bult?

35 ft.

Question: How many homes will the developer build on the parcels?

One per lot. So, two total in this simple subdivision.

Question: Do you think the developer will be setting a precedent for the surrounding houses? Possibly, but technically you could say the Future Land Use Map is setting the precedent.

The attendees were thanked for coming out and reminded that they would receive a notice in the mail in about 1-2 months. The meeting lasted approximately 50 minutes.

SIGN IN SHEET FOR
HARMONY SIMPLE SUBDIVISION
NEIGHBORHOOD MEETING 3-25-2019
TRILOGY PROPERTIES LLC

NAME

ADDRESS

PHONE

Bailie Tomlinson 300 Main Street Suite 308 GJ CO 81501 970-433-4330

Donna Oelbritten 2598 Music Ln 970-255-8945

Pat Martz 1631-26 Rd 970-245-2974

Andrew Givens City of GJ 970-256-4026

BOB LEACHMAN 601 BRAEMER 2427936

AL CARRO 736 FLOWER ST 970-628-1615

Andrew Brock 636 26 Rd 970-210-8575

Stephen Meyer 2583 Music Ln 970 296-0967

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING HARMONY PROPERTY
FROM R-1 (RESIDENTIAL - 1 UNIT/ACRE) TO R-2 (RESIDENTIAL – 2 UNITS/ACRE)**

LOCATED AT 2595 MUSIC LANE

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Harmony Property to the R-2 (Residential 2 units/acre) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Low of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-2 (Residential 2 units/acre) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-2 (Residential 2 units/acre):

LOT 2 SYMPHONY SUBDIVISION SEC 3 1S 1W - 1.10AC

Introduced on first reading this _____ day of _____, 2019 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 17, 2019

Presented By: Rob Schoeber, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Traci Wieland, Deputy Director Parks and Recreation

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the State Board of the Great Outdoors Colorado Trust Fund for Completion of a Parks and Open Space Master Plan.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to submit a grant request to the State Board of the Great Outdoors Colorado Trust for Completion of a Parks and Recreation Master Plan.

EXECUTIVE SUMMARY:

The Great Outdoors Colorado (GOCO) planning grants help local governments execute a wide range of planning efforts, including site-specific plans, department master plans, and strategic plans. This resolution will provide authorization for a grant request to GOCO for completion of a Parks and Open Space Master Plan. Grand Junction completed the 1992 Parks, Recreation and Open Space Master Plan which was updated as the Parks Master Plan in 2001; however, the plan has not been updated since that time. The 2001 plan served the community well with many components having been completed, including an outdoor amphitheater, Las Colonias Park, Canyon View Park, a master plan for Matchett Park, and several successful Intergovernmental Agreements with the School District for shared use facilities. With the increase in residential development, especially in several areas of Grand Junction, the plan is in need of updating to meet the community's changing needs, issues, and concerns.

BACKGROUND OR DETAILED INFORMATION:

Grand Junction's most recent master plan was completed in 2001 and has not been updated since that time. The 2001 Master Plan served as an effective roadmap for the City during a time of economic, development, and population growth and then a subsequent decline. As the City has rebounded from the economic downturn, the need for an update to the plan has become more timely. New single family residential construction from April 2017 to April 2019 depicts significant growth in several areas. In addition, the number of new residential unit planning clearances hit an eight-year high in 2017 and is holding steady through April of 2019. The community has changed so have the needs, issues, and concerns. The Master Plan will provide a blueprint for Grand Junction's future.

FISCAL IMPACT:

The total project cost is \$75,000 with a maximum GOCO grant request of \$56,250. Match requirements include 25% overall match of total project cost with 10% of that being cash. The City's cash match is derived from the Parkland Expansion Fund. The project is in the 2019 Adopted Budget and is planned to extend into 2020.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 35-19, a Resolution supporting the grant application for a Planning Grant Application from the State Board of the Great Outdoors Colorado Trust Fund for the completion of a Parks and Recreation Master Plan.

Attachments

1. GOCO Resolution - Planning - Master Plan - 2019

RESOLUTION NO. __ - 19

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A PLANNING
GRANT APPLICATION FROM THE STATE BOARD OF THE GREAT OUTDOORS
COLORADO TRUST FUND FOR THE DEVELOPMENT OF A PARKS AND OPEN
SPACE MASTER PLAN.**

WHEREAS, the City of Grand Junction supports the Great Outdoors Colorado grant application for the Parks and Open Space Master Plan. And if the grant is awarded, the City of Grand Junction supports the completion of the project.

WHEREAS, the City of Grand Junction has requested \$56,250 from Great Outdoors Colorado to complete the Parks and Open Space Master Plan.

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

Section 1: The City Council of the City of Grand Junction strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the project.

Section 3: The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 7: If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.

Section 8: This resolution to be in full force and effect from and after its passage and approval.

Passed and adopted this ____ day of _____, 2019.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 17, 2019

Presented By: Senta Costello, Planner

Department: Community Development

Submitted By: Senta Costello, Associate Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit for Installation of a Food Processing Interceptor within the Public Alley Right-of-way Located South of and Adjacent to the Property Located at 635 Pitkin Avenue.

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Hybrid Confections, LLC is requesting a Revocable Permit for installation of an underground food processing interceptor to be located within the public alley right-of-way south of and adjacent to the Applicant's property located at 635 Pitkin Avenue. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the improvements from the alley should it be needed in the future.

BACKGROUND OR DETAILED INFORMATION:

The property at 635 Pitkin Avenue has been recently used as a retail property. Hybrid Confections, LLC has purchased the property and plans on using the site for a light manufacturing use to make gummy candies. This use requires the use of a food processing interceptor in order to treat wastewater prior to it being discharged into the sanitary sewer system. The site has a 6,208 square foot building located on the south portion of the property with a driveway accessing the parking lot off of Pitkin Avenue; the sanitary sewer for the property is located within the alley south of and adjacent the property. Using the area east of the alley for the interceptor isn't possible as this area

is encumbered with fiber, gas, sewer and water lines. The Applicant is requesting to install the food processing interceptor underground but within the public alley right-of-way south of the building, location is shown in Exhibit B of Attachment 1.

The location of the building on the property, the sanitary sewer and the location of other utilities at 635 Pitkin Avenue creates physical features that hinder construction of the interceptor in other locations. A Revocable Permit is needed to ensure that any private development on public land is safely conducted in a manner that does not pose potential burdens on the public. Applications for a Revocable Permit shall demonstrate compliance with all of the following criteria:

1. *There will be benefits derived by the community or area by granting the proposed Revocable Permit.*

The revocable permit will allow for the proposed business to operate and produce their goods without negatively impacting the function or the use of the alley. Staff finds that this criterion has been met.

2. *There is a community need for the private development use proposed for the City property;*

The interceptor is the only feature of the private development that will be located within the public alley. The interceptor is a requirement for the business to operate and meet City of Grand Junction discharge requirements. The interceptor will help allow the expansion of an existing local business. Growth of existing businesses within the City is important to the strength of the community as a whole and serves as community need. Staff therefor finds this criterion has been met.

3. *The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;*

The right-of-way area in question for this revocable permit is currently a concrete alley which dead-ends midway on the 635 Pitkin Avenue property. The interceptor will be installed underground, so will not impede any utility or traffic use of the alley. Staff finds that this criterion has been met.

4. *The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas*

The right-of-way area in question for this application is currently a concrete alley which dead-ends midway on the 635 Pitkin Avenue property. The interceptor

will be installed underground, so will not impede any traffic circulation. No sensitive areas such as floodplains or natural hazard areas are identified in this area. As such, staff finds that this criterion has been met.

5. *The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this code and other City policies; and*

Goal 6 of the Comprehensive Plan calls for land use decisions to encourage preservation and appropriate reuse of properties. This site is currently zoned C-1 (Light Commercial) which allows light manufacturing uses. Allowing the revocable permit will facilitate the reuse of the existing building from a retail use to light manufacturing. Therefore, staff finds the proposed use within the public right-of-way is in conformance with Comprehensive Plan and other City plans.

FISCAL IMPACT:

This action does not have a direct fiscal impact to the City. Should the permit be revoked in the future, the property owner would carry the full cost related to the removal of these encroachments from the right-of-way.

SUGGESTED MOTION:

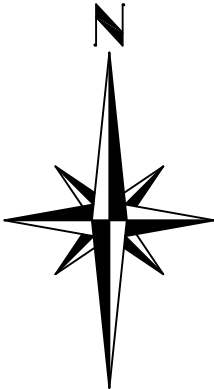
I move to (adopt/deny) Resolution No. 36-19 A Resolution Concerning the Issuance of a Revocable Permit to Hybrid Confections, LLC to allow for installation of an underground food processing interceptor within the public alley right-of-way located south of and adjacent to the property at 635 Pitkin Avenue.

Attachments

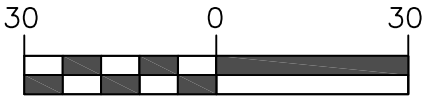
1. Attachment 1 - Exhibit B Revocable Permit
2. Attachment 2 - Proposed Resolution

Exhibit B

PITKIN AVENUE
(80' ROW)

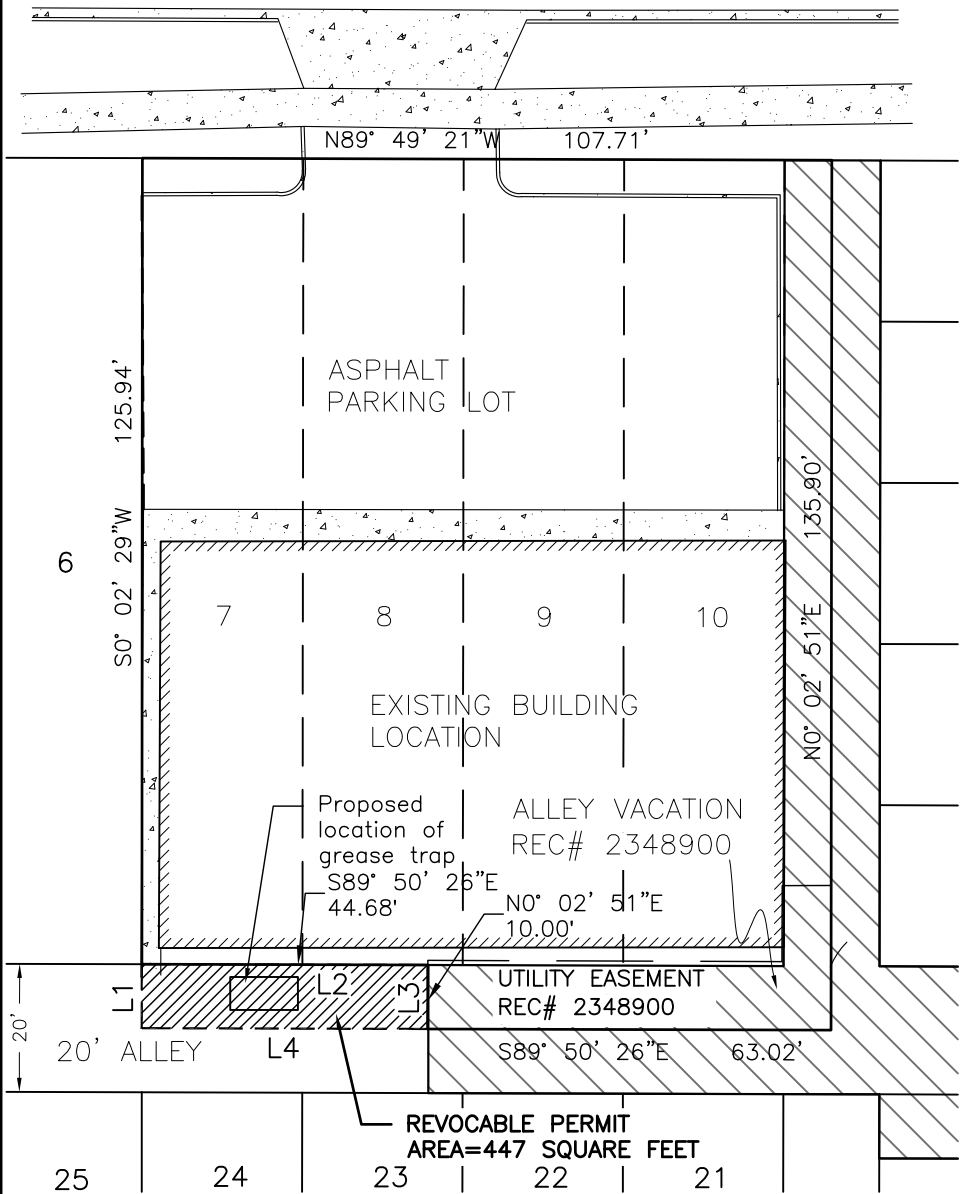


GRAPHIC SCALE:
1"=30'



LINEAR UNITS ARE U.S. SURVEY FEET

Line Table		
Line #	Direction	Length
L1	S00° 09' 34"W	10.00'
L2	N89° 50' 26"W	44.68'
L3	N00° 02' 51"E	10.00'
L4	S89° 50' 26"E	44.70'



Legal Description Sketch

635 Pitkin Avenue
City of Grand Junction – Block 149
Revocable Permit: 20' East–West Alley

In the Southwest Quarter Section 14,
Township 1 South, Range 1 West of the Ute Meridian,
City of Grand Junction, County of Mesa, State of Colorado

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

RESOLUTION NO. __-19

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO HYBRID CONFECTIONS LLC TO
ALLOW FOR THE INSTALLATION OF A FOOD PROCESSING INTERCEPTOR
ENCROACHING WITHIN THE PUBLIC ALLEY RIGHT-OF-WAY SOUTH OF AND
ADJACENT TO 635 PITKIN AVENUE**

Recitals.

A. Hybrid Confections LLC – Doug Simons, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 7 through 10 in Block 149 of Grand Junction together with that portion as described in Ordinance No. 3960 recorded November 15, 2006 at Reception No. 2348900, County of Mesa, State of Colorado

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for installation of a food processing interceptor, subject to the terms of the permit, within the limits of the following described public alley right-of-way, to wit (refer to Exhibit B for graphical representation):

A parcel of land located in Block 149 of the City of Grand Junction, Colo. Second Division Survey as Amended. Recorded in the Mesa County Records January 22, 1909 at Reception Number 80773, said parcel of land being more particularly described as follows:

The North 10 feet of the East – West 20-foot Alley adjacent to Lots 7 and 8 in said Block 149.

EXCEPT that portion of said 20-foot Alley that portion as described in Ordinance No. 3960 recorded November 15, 2006 at Reception Number 2348900 of the Mesa County Records

Said parcel contains 447 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2019-264 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2019.

Attest:

City Clerk

President of the City Council

REVOCABLE PERMIT

Recitals.

A. Hybrid Confections LLC – Doug Simons, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 7 through 10 in Block 149 of Grand Junction together with that portion as described in Ordinance No. 3960 recorded November 15, 2006 at Reception No. 2348900, County of Mesa, State of Colorado

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EXCEPT that portion of said 20-foot Alley that portion as described in Ordinance No. 3960 recorded November 15, 2006 at Reception Number 2348900 of the Mesa County Records

Said parcel contains 447 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2019-264 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioner, for himself and for his successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that he shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for installation of a food processing interceptor that encroaches in the alley right-of-way shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public right-of-way and, at their own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the off of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2019.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Hybrid Confections LLC – Doug Simons

AGREEMENT

Hybrid Confections LLC – Doug Simons, for themselves and successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approved Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way fully available for use by the City of Grand Junction or the general public; and
- (d) At the sole cost and expense of the petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2019.

Hybrid Confections LLC – Doug Simons

State of Colorado)
)ss.
County of Mesa)

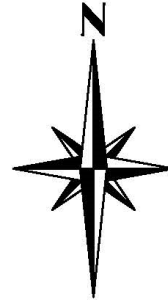
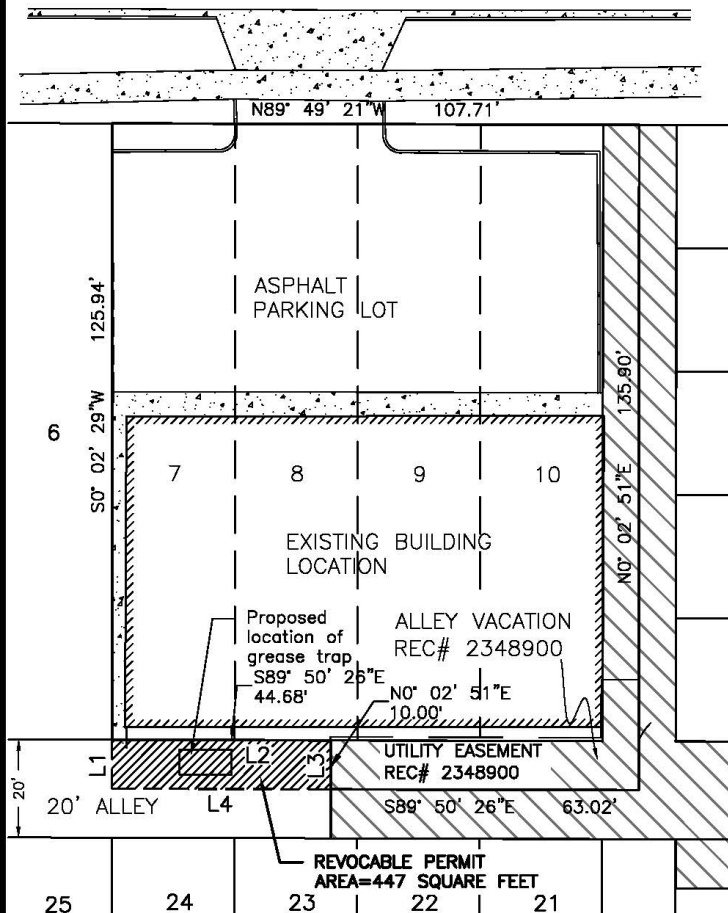
The foregoing Agreement was acknowledged before me this _____ day of _____, 2019, by Hybrid Confections LLC – Doug Simons.

My Commission expires: _____
Witness my hand and official seal.

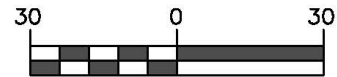
Notary Public

Exhibit B

PITKIN AVENUE
(80' ROW)



GRAPHIC SCALE:
1"=30'



LINEAR UNITS ARE U.S. SURVEY FEET

Line Table		
Line #	Direction	Length
L1	S00° 09' 34"W	10.00'
L2	N89° 50' 26"W	44.68'
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L4	S89° 50' 26"E	44.70'

Legal Description Sketch

635 Pitkin Avenue
City of Grand Junction — Block 149
Revocable Permit: 20' East-West Alley

In the Southwest Quarter Section 14,
Township 1 South, Range 1 West of the Ute Meridian,
City of Grand Junction, County of Mesa, State of Colorado

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.

3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: June 17, 2019

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace Hochwalt, Associate Planner

Information

SUBJECT:

A Resolution Renaming F ½ Road to Ridge Drive between North 12th Street to East Cliff Drive.

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

A request to change the name of approximately 900 lineal feet of F ½ Road to Ridge Drive between N. 12th Street and E. Cliff Drive.

BACKGROUND OR DETAILED INFORMATION:

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

Streets and road names that contain fractions have been identified as an issue throughout the community for a variety of reasons, including visitors to the community being able to navigate to electronic GPS and 911 systems not “understanding” the fraction. The recent completion of the Fountain Hills Subdivision has connected F ½ Road to Ridge Drive which has resulted in the same continuous section of road now being named both F ½ Road and Ridge Drive. This will create confusion to the

residents planning to reside in the Fountain Hills Subdivision and to emergency responders, and as such, it is an opportune time to modify this street name change.

Due primarily to safety issues, as well as a need for logical naming of streets, this portion of F ½ Road between N. 12th Street and E. Cliff Drive (totaling approximately 900 lineal feet) is being proposed to be changed to Ridge Drive.

There are a total of 18 residential units affected on four parcels (each parcel with a different owner). Staff mailed notice of the proposed name change to affected property owners on May 20, 2019. No comments have been received regarding the proposed change, however, staff did reach out to the Executive Director of the Solstice Senior Living Facility, as 15 residential units of the facility are affected by the change. During this correspondence, there were no issues identified by Solstice regarding the proposed change. In addition, no other entities reviewing the request had any objection to the street name change including the Police and Fire Departments, Streets Division, United States Postal Service, and all applicable utility companies.

FISCAL IMPACT:

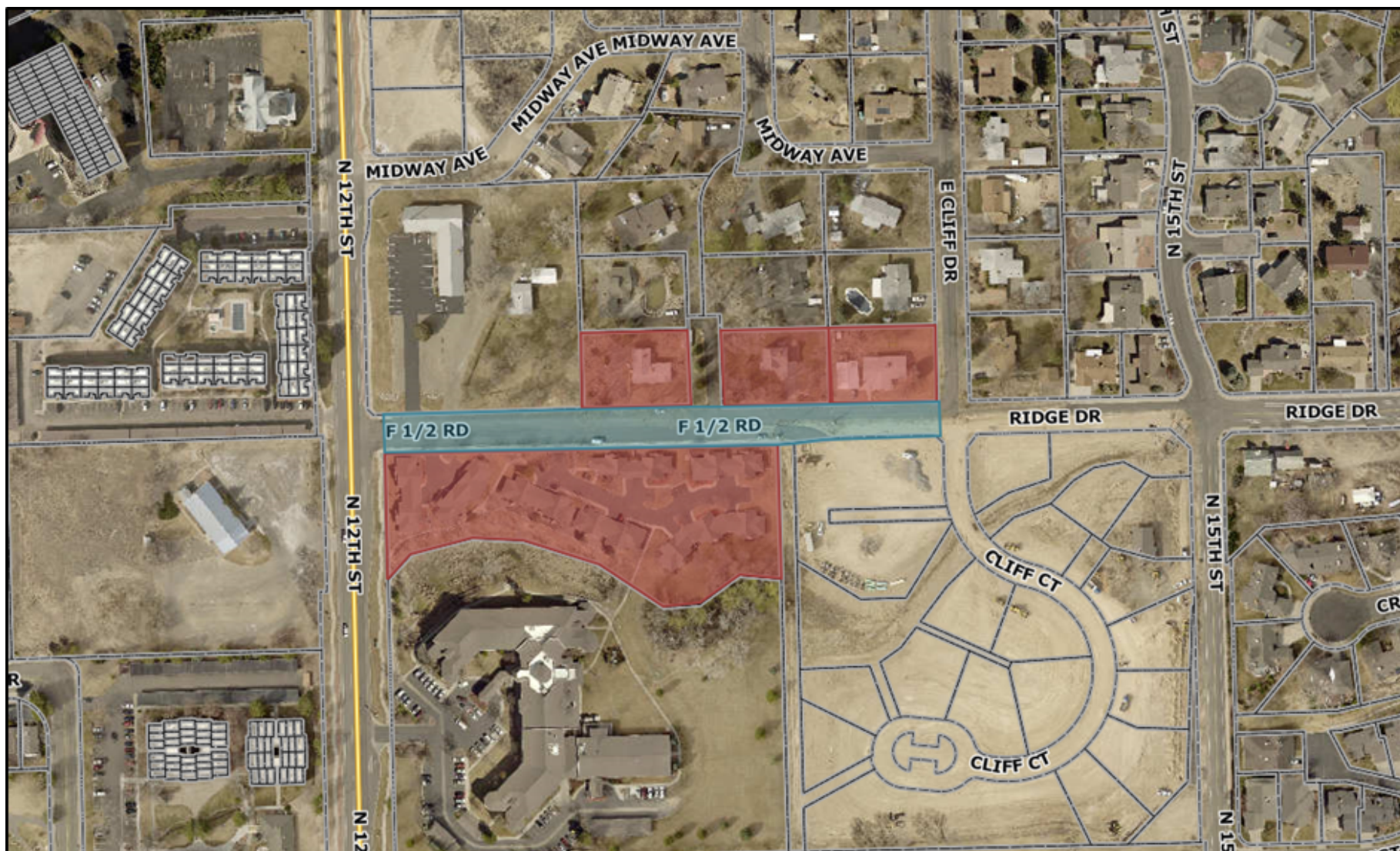
A total of three street signs will need to be replaced due to the proposed street name change. Signage is approximately \$50 per sign, indicating a total financial impact to the City of \$150.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 37-19, A Resolution Renaming Approximately 900 Lineal Feet of F ½ Road to Ridge Drive between N. 12th Street and E. Cliff Drive.

Attachments

1. Maps
2. Resolution



*F ½ Road is to be changed to Ridge Drive between N. 12th Street and E. Cliff Drive (as highlighted in blue). Properties highlighted in red are those affected by the street name change.

CITY OF GRAND JUNCTION

RESOLUTION NO. __-19

A RESOLUTION RENAMING F ½ ROAD TO RIDGE DRIVE BETWEEN N. 12TH STREET AND E. CLIFF DRIVE

Recitals.

Title 21.06.010(b)(6) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

Streets and road names that contain fractions have been identified as an issue throughout the community for a variety of reasons, including visitors to the community being able to navigate to electronic GPS and 911 systems not “understanding” the fraction.

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

That F ½ Road between N. 12th Street and E. Cliff Drive as described in this resolution is hereby changed to Ridge Drive.

ADOPTED AND APPROVED THIS ____ day of _____ 2019.

ATTEST:

City Clerk

President of City Council



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: June 17, 2019

Presented By: Eric Trinklein

Department: Grand Junction Regional Airport

Submitted By: Greg LeBlanc, Assistant to the City Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Sign and Submit Grant Requests to the Federal Aviation Administration (FAA) for Improvements to the Grand Junction Regional Airport

RECOMMENDATION:

Approve the resolution adopting the recommendations of the Grand Junction Regional Airport Authority and to authorize the City Manager to sign and submit any and all applications for FAA funds and in support of full implementation of the CIP.

EXECUTIVE SUMMARY:

The Grand Junction Regional Airport Authority (GJRAA) began a multi-year program to relocate the primary runway in 2016. The relocation is intended to minimize impacts to community air service while modernizing the runway. The Grand Junction Regional Airport Authority has received a grant offer from the Federal Aviation Administration. Mesa County and the City of Grand Junction are required to approve the grant as Co-Sponsors to the Airport. Because the CIP is ambitious and is largely dependent on FAA funding, and when accomplished will address much need improvements to the Airport, the GJRAA is recommending that the City Council authorize the City Manager to sign any and all applications for FAA funds for and in support of full implementation of the CIP.

BACKGROUND OR DETAILED INFORMATION:

The projects to be accomplished for the 2019 Airport Improvement Program (AIP) every year going forward are included on the Airport Capital Improvement Plan

are part of continuing a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and CDOT Aeronautics to provide a five-year plan. This projects are included in the approved Airport Budget for 2019.

In 2016, the Airport began a multi-year program to relocate the primary runway. The relocation is intended to minimize impacts to community air service while modernizing the runway, originally constructed in 1958. The most effective way to meet the current FAA design standards, maintain airport operations during construction, and reduce economic impacts by the project is to build a replacement runway north of the current runway's location. The project is listed on the Authority's approved Airport Layout Plan and Capital Improvement Plan. This project will provide security fence, perimeter road, install the airfield lighting control system, remove unused pavement, and provide funding for design of the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR).

The FAA is willing to provide \$4,910,000 toward the estimated costs of the projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

These projects are consistent with Goal #9, Section 39.28.060 of the 2010 Comprehensive Plan – "Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources." These projects are also consistent with Section 1.4 of the 2014 Economic Development Plan – Providing Infrastructure that enables and Supports Private Investment, specifically the goal to "Continue to support

the airport and its vital role in economic development.”

FISCAL IMPACT:

No direct fiscal impact to the City resulting from this action.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 38-19, a resolution authorizing the execution of a grant agreement(s) in support of the runway construction and related improvement projects at grand junction regional airport.

Attachments

1. Co-Sponsorship Agreement
2. Draft Grant Offer
3. Resolution

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, **2019**, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the **City of Grand Junction (City)**.

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. **3-08-0027-062-2019** (“Project”).

D. The FAA is willing to provide **\$4,910,000** toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The **City** is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the **City** and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the **City** and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the **City** hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the **City's** execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the **City**, its officers, employees, and agents, harmless from, and to indemnify the **City**, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the **City**, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the **City's** covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the **City** has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the **City's** responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the **City** agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the **City's** regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the **City** for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the **City's** execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the **City** is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Authorized Representative

CITY OF GRAND JUNCTION

By _____
Authorized Representative



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	June 1x, 2019
Airport/Planning Area	Grand Junction Regional Airport
AIP Grant Number	3-08-0027-062-2019 (Contract No. DOT-FA19NM-1004)
DUNS Number	156135394

TO: County of Mesa, Colorado, City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 4, 2018, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the “Project”) consisting of the following:

**Construct Runway 11/29 (Relocate perimeter road, fencing,
and reimbursable agreement (design) for MALSR relocation),**

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor’s acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,910,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning
\$4,910,000 for airport development or noise program implementation; and,
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 2, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 23. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;

- iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
25. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
26. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.

28. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, _____.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

RESOLUTION ____-19

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT(S) IN
SUPPORT OF THE RUNWAY CONSTRUCTION AND RELATED IMPROVEMENT
PROJECTS AT GRAND JUNCTION REGIONAL AIRPORT**

RECITALS:

In 2016 the Grand Junction Regional Airport Authority (GJRAA) began a multi-year program to relocate the primary runway and as the runway is relocated provide airfield lighting, perimeter security fencing and related physical improvements. The design of an approach system lighting is also necessary and with a recent grant offer will be funded. Together, and for purposes of this Resolution, this work is referred to as the "Projects" which are individually and collectively intended to improve air service at the Airport.

The GJRAA has received grant offers from the Federal Aviation Administration (FAA) in the amount \$4,910,00.00 for the Projects. The City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Agreement(s) with the GJRAA. Acceptance of the grants has no direct fiscal impact or spending requirement on the City.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration (FAA) in the amount of \$4,910,000.00 in support of the Projects described generally herein and in more detail in the Grant Agreement(s).

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$4,910,000.00 in support of the Grand Junction Regional Airport Authority and the 2019 Airport Improvement Program Projects.

PASSED and ADOPTED this ____ day of _____ 2019.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: June 17, 2019

Presented By: Doug Shoemaker, Chief of Police

Department: Police

Submitted By: Doug Shoemaker

Information

SUBJECT:

An Ordinance Amending the Grand Junction Municipal Code to Permit Off-Highway Vehicles.

RECOMMENDATION:

Provided the permit stays narrow in scope and there is strict compliance with the ordinance, we do not have specific concerns that would warrant opposition. We feel strongly compelled to state that nuisance/traffic complaint calls are a lower priority call for service and may not be immediately addressed. Furthermore, if a crash occurs which requires emergency medical services in the unincorporated areas of operation, the response time will be significant due to the landscape and availability of appropriate medical/rescue units.

EXECUTIVE SUMMARY:

The Grand Junction Police Department has completed an analysis regarding the impact of Utility Type Vehicles (UTV's) on very limited sections of roadways in the City of Grand Junction. This analysis was initiated due to a request by local business, Adrenaline Driven Adventure Company, who requested a limited operation of UTV's on City roadways.

The proposal would allow Adrenaline Driven Adventure Company to operate UTVs on a section of Horizon Drive, H Road, and 27 ¼ Road within the City of Grand Junction. The total distance on this request is approximately 3 miles of roadways within the City of Grand Junction.

The Grand Junction Police Department, as detailed in previous memorandums and

discussions, has some concerns related to service delivery and our ability to respond to complaints involving UTVs, which are addressed below.

BACKGROUND OR DETAILED INFORMATION:

Over the last five (5) months, City staff has evaluated the request of Adrenaline Driven Adventure Company and the UTV roadway use. During this time, we have had meetings with Adrenaline Driven Adventure Company and attended a public meeting relating to their request. During this review, the Grand Junction Police Department has outlined the public safety concerns and how this could impact our community. These concerns are summarized below.

- January 2019 – Adrenaline Driven Adventure Company introduced an initial request of operate UTVs on City of Grand Junction roadways. The area was not defined, but rather it was an open request for access to City roadways for their business.
- January 15th 2019 – City Staff had an initial meeting with Adrenaline Driven Adventure Company where a discussion was held regarding the business and their request. Grand Junction Police had serious concerns with open access for UTVs on City roadways. Adrenaline Driven Adventure Company outlined a business plan asking for limited access dependent on securing a location for their business operations.
- March 19th, 2019 - City Staff again met with Adrenaline Driven Adventure Company regarding their request. At this meeting they provided a possible business location of 750 ½ Horizon Drive for their company. At this meeting the GJPD again shared our concern due to available staffing resources to meet the calls for service this may cause. City Manager Caton requested we meet after the City election and evaluate the request pending the outcome of 2B.
- April 8th, 2019 – City Staff met with Adrenaline Driven Adventure Company and further discussion was held regarding their request for limited access to City streets. City Manager Caton outlined additional steps needed to include a study by traffic engineering, a neighborhood meeting and creation of a draft ordinance.
- May 22nd, 2019 - Adrenaline Driven Adventure Company held a neighborhood meeting at their business location of 750 ½ Horizon Drive. During this meeting the owner of Adrenaline Driven Adventure Company, Lewis Baker, made comments regarding his business model.

In his business model Mr. Baker stated his goal was to provide a “ride and drive experience” for his customers that will eliminate the need to trailer the UTVs to the desert recreational site. Mr. Baker stated his business is affiliated with Polaris, and the manufacturer requires ride and drive for his company to be certified as a “Polaris Adventure Hub”. Mr. Baker also made several comments regarding the role of public

safety and our response to complaints/concerns, as well as our emergency response to the area. He did so without prior consultation with us regarding those specific statements, which were not accurate. Those are detailed in the Community Impact section below.

- May 29th, 2019 – The City of Grand Junction was provided lease documentation for Adrenaline Driven Adventure Company at 750 ½ Horizon Drive.
- May 30th, 2019 - Commander Baker met with Adrenaline Driven Adventure Company at their business. Their operation was reviewed, and it does appear they can monitor the UTV's location via GPS throughout the rental. In reviewing the protocols they have established, it appears they have the ability to monitor compliance and have established insurance and safety guidelines which are in place. Specifically, they utilize a multi-level GPS system that will accurately track and locate all of their rented UTVs, which is complete with a panic/emergency system that will create a notification to Adrenaline Driven Adventure Company, who in turn, will contact the Grand Junction Regional Communications Center to advise as to the nature of the emergency for the appropriate response.

Police Department/Community Impact – A review of the fatal and injury traffic crashes on Horizon Drive for the last 5 years has shown 1 fatal and 19 injury crashes. The number of non-injury crashes relating to Horizon Drive is at 262 during that same period, with 19 of those occurring year to date in 2019.

Contact was made with other law enforcement agencies that allow UTVs on City roadways. In review of these agencies (Rangley Police, Mesa County Sheriff's Office, Moab, and St. George police in Utah) the number of crashes they have had involving UTVs is minimal. However, each of these agencies stated they receive traffic complaints involving UTVs from citizens. These calls involve everything from reckless behavior, youth operation, and noise complaints.

Even with the citizen's approval of 2B in the last election, we are still estimating, at minimum, 18-24 months before we can attain full staffing levels. The impact of not currently having a Traffic Unit and the ability to proactively address traffic issues is still a challenge for our organization, and will continue to be for some time until that Unit is properly staffed. Even then, we receive numerous traffic complaints throughout the City, all of which are important to address for community safety. As it stands, the Grand Junction Police Department does not currently have the staff resources to proactively enforce these types of violations and traffic complaint calls and, due to their lower priority, are holding for well over an hour right now, based on their severity. Most traffic complaints are assigned a Priority 4 response, meaning that there are other calls for our agency that merit a higher level of response, classified as Priority 1 (the most severe, life threatening), Priority 2, and Priority 3. Mr. Baker (Adrenaline Driven

Adventure Company) noted in the neighborhood meeting that if there was a violation of rental agreement, GJPD would be contacted to stop such violations. Such calls would be treated as low priority calls, coded as Priority 4 for response.

The issue of emergency medical response was brought up during the meeting on May 22nd and it was mentioned by Mr. Baker that “a bird” would be in the air and respond to any emergencies within 10 minutes. This is inaccurate. In fact, St. Mary’s does not have a medical response helicopter stationed here within Grand Junction, but that response would come from Rifle, resulting in a 30 minute minimum response from the time they receive the call from our 9-1-1 Center to the time of arrival. Total estimated response via air unit is, at minimum, 35 minutes.

FISCAL IMPACT:

The fiscal impact to the city will come in the anticipated response for emergency services personnel, should traffic crashes or other off-road incidents require such response. This would include the Grand Junction Police Department, the Grand Junction Regional Communications Center, and the Grand Junction Fire Department. The extent of the impact is unknown, but will be determined based on complaints for driving violations that may occur, as well as the aforementioned emergency response situations.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4859, an Ordinance amending the Grand Junction Municipal Code to Permit Off-Highway Vehicles on final passage and order final publication in pamphlet form.

Attachments

1. OHV Memo
2. Ordinance

Memorandum

TO: Mayor and Members of Council
FROM: Greg Caton, City Manager
Doug Shoemaker, Police Chief
DATE: May 24, 2019
SUBJECT: Off Highway Vehicle Ordinance Exception

City staff is continuing to work with Mr. Lewis Baker, owner of Adrenaline Driven Adventure Company (ADAC) to develop an ordinance change regarding the operation of Off Highway Vehicles (OHVs) on a portion of the City's streets. Most recently, a neighborhood meeting was this week on May 22 to help address some of the concerns that neighboring businesses might have had.

As Mr. Baker continues to approach people, we wanted to provide an update to City Council regarding the concerns that City staff has some concerns with regard to the proposed ordinance change. The change would allow Adrenaline Driven Adventure Company (ADAC) to operate Off Highway Vehicles (OHVs) on a limited portion of the City's streets to obtain direct access to the BLM land located on the north side of the City. The intent, according to Mr. Baker, is to provide a ride and drive experience for his customers that will eliminate his need to trailer the OHVs to the intended recreational site and instead permit them to drive directly there themselves without having to trailer them. According to Mr. Baker, his business is affiliated with Polaris, and the manufacturer requires this step for his company to be certified as a "Polaris Adventure Hub" and that without it, such certification is not an option.

This memo is intended to provide an update on the current situation with ADAC. Staff is continuing to work on this issue and more information can be expected to come forward as staff learns more.

May 22 Neighborhood Meeting – The following comments were made during a neighborhood meeting held on Wednesday May 22. Staff believes they are necessary to clarify:

- Mr. Baker stated that, while the ordinance change would allow OHVs to be driven on City streets, "GJPD only cares about 0.7 miles of the total which is on Horizon Drive." Any streets within the city limits are the concern of the Police Department. No statement has been made by any staff that could impress this upon Mr. Baker.
- Mr. Baker alluded to the process that would occur if a violation of the pilot program occurred. Mr. Baker stated that a GJPD officer would be in the area to stop and examine the agreement from ADAC and if a violation was found to have occurred, GJPD would detain the rider so someone from ADAC can come and pick up the rented vehicle.

The concerns of staff are that 1) GJPD is expected to detain the driver for response from a representative from ADAC, and 2) that GJPD is expected to have frequent and routine patrols in that area in order to immediately deal with the driving complaint itself. Given current staffing levels, proactive patrols in this area are low priority. Staff believes that Mr. Baker is setting an expectation to those businesses on Horizon Drive that GJPD will

immediately be able to respond to what is considered a low priority call. While voter approval of question 2B in April will, eventually, allow GJPD to increase staffing, that process will not be realistically complete until mid-year of 2022.

- Mr. Baker also commented that “a bird will respond within 11 minutes” once an emergency beacon is activated if someone has a crash. It is not clear at this time what Mr. Baker is referring to. No one at the Mesa County Sheriff’s Office nor the Grand Junction Fire Department has been contacted regarding response times. Staff assumes that the “bird” referenced by Mr. Baker is the Life Flight helicopter operating for St. Mary’s Hospital, which is not housed locally. As a reminder, all 9-1-1 calls come into the Grand Junction Regional Communications Center. Staff is still working to understand the process of the beacon system referenced by Mr. Baker.

Given these comments, staff believes that Mr. Baker is misrepresenting expectations on behalf of public safety officials without fully understanding the inherent limitations. Furthermore, as calls for service grow, traffic complaints will continue to take a low priority in terms of response until GJPD has reached adequate staffing levels. It may quickly become frustrating for business owners or residents in the area to experience a response that does not mirror what Mr. Baker has telegraphed on behalf of first responders. While it is certainly the City’s goal to work with business owners to assist them with their safety needs, there should be a realistic expectation as to what changes will occur as a result of this ordinance exemption both on the part of the business owner and the general public.

This item is likely to appear before City Council for consideration. Staff is still evaluating the situation and is open to comments from Councilmembers. Please send all comments to the City Manager.

1 **CITY OF GRAND JUNCTION, COLORADO**

2
3 **ORDINANCE NO. 4859**

4
5 **AN ORDINANCE ALLOWING FOR THE USE OF UTILITY TYPE VEHICLES (UTV'S)**
6 **ON SEGMENTS OF HORIZON DRIVE, H ROAD AND 27 ¼ ROAD IN THE CITY OF**
7 **GRAND JUNCTION**

8 **RECITALS**

9 Adrenaline Adventure, a business that rents off-highway vehicles – also known as Utility
10 Type Vehicles or Utility Terrain Vehicles - UTV's - has requested City Council to allow,
11 as a pilot project, limited and specific use of certain City streets for its customers to
12 access public lands North and East of the City.

13 Adrenaline Adventure ("Business" or "the Business") is located at 750 ½ Horizon Drive
14 and is within 3 miles of public lands. Colorado law allows a local jurisdiction to regulate
15 the operation of off-highway vehicles on, *inter alia*, streets and highways within its
16 jurisdiction, but no street or road which is part of the State or Federal highway system.
17 With this Ordinance the City is designating specific segments of specific streets
18 ("Allowed Streets" as defined herein) for limited use by UTV's.

19 The Police Chief and VGJ Director have recommended that the Businesses' request be
20 granted, subject to the conditions set forth in this Ordinance. Because the request is for
21 a trial period and significant conditions have been set, the Council finds that the public
22 interest will be served by the adoption of this Ordinance.

23 While the City Council has determined to favorably consider the Ordinance, the City is
24 not a joint venturer with the Business and is not endorsing or otherwise sanctioning the
25 Business or its operations and the Ordinance will expire 36 months from the Effective
26 Date hereof if not renewed.

27 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,**
28 **COLORADO:**

29 The Code of Ordinances of the City of Grand Junction is hereby amended by the
30 addition of a new section in Chapter 10 of the Grand Junction Municipal Code ("GJMC")
31 numbered 10.04.109.8 which shall read as follows:

32 1. Definition. For the purposes of this section, "UTV" means any recreational
33 vehicle designed for and capable of travel over unimproved terrain, traveling on
34 four or more tires, having a width of 70 inches or less and having side by side
35 seating with a steering wheel for operation. A UTV does not include an all-terrain
36 vehicle, a motorcycle or a snowmobile. (An ATV means a recreational vehicle 52
37 inches or less in width traveling on three or more low pressure tires with a seat

designed to be straddled by the operator and designed for or capable of travel over unimproved terrain.)

2. Boundary. A UTV may be driven on Horizon Drive East of I-70, H Road to 27 ¼ Road and 27 ¼ Road North of H Road, which are the *Allowed Streets*; UTV's are not permitted on Horizon Drive East of I-70 and Crossroads Boulevard to 27 ¼ Road. No UTV may be operated on any other street, road, alley, path or trail, including but not limited to the Riverfront Trail, within the City limits of Grand Junction, including any state or federal highways.

3. Rules and Restrictions.

(a) No person shall operate a UTV in the City of Grand Junction except on *Allowed Streets* and then only if:

(i) the UTV is equipped at a minimum with one or more DOT approved headlamps; and one or more tail lamps; and no less than one rear view mirror; and a horn or an audible warning device emitting no less than 55 dB; and a steering wheel; and a foot controlled accelerator; and a foot brake/braking system; electric turn signals with one on each side of the vehicle front and rear; and a windshield unless the operator and front seat passenger wear eye protection while operating the vehicle; and an illuminated speedometer and seats and seatbelts for each occupant. All required equipment must be intact and fully operational if/when the UTV's is operated on *Allowed Streets*; and,

(ii) not operated during the time from 1/2 hour before sunrise to 1/2 hour after sunset; and,

(iii) in a direct route from the Business to public lands open to the public and legally accessible from the *Allowed Streets*; and,

(iv) such person possesses, on the person of the operator, a valid adult driver's license; and,

(v) in a way and/or at a speed which exceeds or impedes the normal flow of traffic; the operator has the affirmative duty to observe all traffic laws; and,

(vi) the operator is not under the influence of, or impaired by, alcohol and/or any drug(s). The definition of, and proof of, intoxication or impairment shall be as set forth in C.R.S. 42-4-1202 *et. seq.* The operator of a UTV that is arrested for operating a UTV while under the influence of or impaired by alcohol and/or drug(s) shall submit to chemical testing as set forth in Title 42 of the Colorado Revised Statutes. Failure to submit to a test as required shall result in the immediate revocation of the operators' driver's license; and,

(vii) the UTV has a current annual inspection and permit from the Grand Junction Police Department, which permit shall be attached to the UTV at all times that the UTV is being operated upon *Allowed Streets* as designated by the City; and,

(viii) such person has, on his/her person, proof of motor vehicle insurance, that is current and provides liability coverage for injury to persons and property.

(ix) any violation of the foregoing (3(i)-(viii)) may be cause for the City Council to repeal this ordinance and rescind the approval afforded the Business to sanction operation of UTV's on *Allowed Streets*.

(b) The operator of a UTV on *Allowed Streets* shall comply with all applicable provisions of the traffic code adopted by the City and the State of Colorado. In the event of conflict, the more restrictive law, rule or regulation shall control.

(c) Nothing in this section authorizes the operation of a UTV on rights-of-way under the jurisdiction of Mesa County. It is the duty of each operator of a UTV to ascertain whether a right-of-way is within the City limits.

4. Permit Required. The Police Chief or his designee, after having determined that the UTV and the Business are in compliance with requirements of this Ordinance, will issue an annual permit for each compliant UTV. Such permits will be valid from the date of issuance unless revoked for just cause. Fees for the permit will be \$50.00 per UTV per year. The City Council may alter such fees by resolution.

5. Inspection. Police officers are authorized to stop a UTV which is being operated on an Allowed Street in the City without probable cause or other reason, at any time, to verify that the operator has a valid permit and to inspect for required safety equipment. The Business shall notify its customers that UTV's are subject to random inspection and that the customers may not assert claims to the contrary.

6. Insurance. The City Council shall, by resolution, establish the minimum requirements of required insurance.

7. Penalties. Any person who violates any provision of this ordinance is guilty of a misdemeanor which is punishable by a fine of up to and including \$500.00.

8. Severability. It is the intention of the City Council that the provisions of this ordinance are not severable. If any provision of this ordinance is declared unconstitutional or invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall invalidate all of the provisions of this ordinance.

9. Sunset Clause. Within sixty days of the third anniversary of the adoption of this ordinance, the City Council shall consider the effectiveness of the ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City. Without further action by the City Council, the terms and provisions of this ordinance shall expire on the third anniversary of the effective date hereof without subsequent action by the City Council.

114 Introduced on first reading this 5th day of June, 2019 and ordered published in pamphlet
115 form.

116

117 Adopted on second reading this ____ day of ____, 2019 and ordered published in
118 pamphlet form.

119

120 ATTEST:

121

122

123

124 City Clerk

President of the Council



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: June 17, 2019

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Authorizing the City Manager to Enter into a Contract to Sell a City-owned Property Known as Lot 16 of the Riverfront at Dos Rios Filing One and Ratifying the Actions Taken Therewith

RECOMMENDATION:

Adoption of the Resolution authorizing the sale of Lot 16 of the Riverfront at Dos Rios Filing One and ratifying those actions taken in connection therewith.

EXECUTIVE SUMMARY:

The City has successfully negotiated with Jennifer R. Taylor for the purchase of Lot 16 of Riverfront at Dos Rios Filing One. City Council recently approved the planned development known as the Riverfront at Dos Rios. Lot 16 is the area designated for Mixed Use/Outdoor Recreation.

BACKGROUND OR DETAILED INFORMATION:

Based on discussions with Ms. Taylor, it is her intent to develop a recreational area along the riverfront to include uses such as campgrounds, cantina, retail, community facilities, entertainment, and additional similar type uses. Lot 16 of the Riverfront at Dos Rios in the City of Grand Junction, County of Mesa, State of Colorado ("Property") is approximately 4.2 acres. She has participated and followed along with the City's development and ideas for the planned development. Ms. Taylor is enthusiastic and excited about being a participant in developing the Riverfront at Dos Rios as an economical viable asset to the City and its citizens. Ms. Taylor is aware of the direction the City is headed in developing this area and is supportive of the

decisions.

Although the formal contract is coming before City Council now for consideration, discussions have been occurring for the past 2-3 years. The price was established at the beginning of the conversations and is consistent with the other lot sold at \$10,000 per acre. As the vision and the design has changed over the course of time we anticipate sale prices to be higher in the future.

Over the course of the last 12 months the idea of developing an improvement district has been discussed with the purpose of partially funding the infrastructure through an additional property tax of future buyers in the area. Although negotiations had occurred prior to the concept of an improvement district, Ms. Taylor is not only amenable to being included in the improvement district, but we anticipate her being instrumental to the creation.

The negotiations have included the City leasing approximately an adjacent acre to the west and south of Lot 16 for redevelopment at the rate of \$1.00 per acre for a term of no less than 25 years ("Lease"). The Lease may be entered into at any time after closing on the Property and for up to three years thereafter. Sale of the Property to Ms. Taylor is a precondition to entering into the Lease.

A copy of the proposed contract to sell is included as an attachment.

FISCAL IMPACT:

The 4.2 acres will be sold for approximately \$42,000 which will be recorded as revenue in the capital fund.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 34-19, a resolution authorizing the City Manager to sell Lot 16 of the Riverfront at Dos Rios Filing One to Jennifer R. Taylor with terms consistent with those included in the proposed contract to sell along with the proposed Lease.

Attachments

1. Agreement
2. Dos Rios - Lot 16
3. Resolution

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City" or "Seller" or "the Seller", and Jennifer R. Taylor, "Buyer" or "the Buyer."

1. Subject to the provisions set forth herein, the City hereby agrees to sell and the Buyer agrees to buy, upon the terms and conditions stated herein, the following described real property:

Lot 16 of the Dos Rios Subdivision Filing One as recorded in the Mesa County Clerk & Recorder's Office with Reception Number 2790938 in the City of Grand Junction, County of Mesa, State of Colorado, hereinafter referred to as "the Property".

2. The purchase price for the Property shall be \$42,000.00, payable in the form of "good funds" at closing. The City and the Buyer each agree to pay their own closing costs with the City bearing the expense of a standard owner's title insurance policy for the Property for the benefit of the Buyer.

3. The purchase price shall include the Property and any and all other rights appurtenant to the Property, free and clear of all taxes, special assessments, liens and encumbrances, except those of record and except those that may be created by a special taxing district or districts ("District(s)") for the Riverfront at Dos Rios project, including the Property. The District(s) will assist with the financing of the utilities and infrastructure for the Dos Rios project and the District(s) mill levy will not exceed 50 mils. At closing, Buyer agrees to execute a petition for the formation of the District(s) and to subsequently vote for the imposition of ad valorem property tax and debt required to finance the District(s)/infrastructure project to be constructed and maintained by the District(s). The form of the petition shall be determined by the City and shall bind any successor in interest to the Buyer and/or the ownership of the Property.

4. The City makes no warranties, express or implied, about the subsurface condition of the Property, including but not limited to environmental contamination. The Property is sold "as is" and the Buyer accepts, acknowledges and agrees to the same. The Buyer, by and with her signature, acknowledges that the City provides no warranties that the Property meets all applicable environmental regulations, standards or is suitable for her intended purposes. Possible contamination may include but not be limited to uranium mill tailings, lead and/or other characterized and/or uncharacterized waste.

5. The date of closing shall be the date for delivery of deed as provided in paragraph 6. The hour and place of closing shall be as designated by the City. Changes in time, place and date may be made with the consent of both the Buyer and the City.

6. Subject to payment or tender as above provided and compliance by both parties with the other terms and provisions hereof, the City shall execute and deliver a good and sufficient Special Warranty Deed to the Buyer.

7. If the District(s) is formed, taxes are levied and debt is authorized, electric, sewer and water capable of serving the intended use(s) will be installed to the Property line, at the expense of the District(s). The Buyer acknowledges that the Property is without and not served by electric, gas, water and sewer utilities as of this Contract. Irrigation water and broadband conduit may be installed to the Property's lot line at such time as the City and/or the District(s) provides such services to the Riverfront pursuant to development of the Riverfront at Dos Rios' infrastructure project. The Buyer acknowledges that the Property is without irrigation water and broadband utilities as of this Contract.

8. Gas will be installed and available in accordance with a schedule to be determined by XCEL Energy and at the cost of the City or District(s).

9. Although irrigation will be available, xeric landscaping and materials shall be utilized in development of the Property as more particularly described in the zoning regulations and/or covenants, conditions and restrictions applicable to the Property.

10. The City shall cause the level of the Property to be raised to an elevation of no less than all as more fully determined by separate agreement of the City and Buyer to be executed after Closing.

11. The City Property is zoned "planned development" and the Buyer has determined that the zoning district for the Property will allow her intended use(s).

12. The Buyer acknowledges that she/an entity that she may form or convey the Property will timely construct the intended use(s) on the Property and construction of the cantina use, as shown and described in the Buyer's proposal dated [REDACTED], is anticipated to be to complete by May 31, 2021, subject to completion by the City and/or taxing districts(s) of infrastructure.

13. The Buyer grants and conveys to the City the right for the City to repurchase the Property if Buyer fails to perform, including but not limited to construct the intended improvement(s); provided, however, that such right to repurchase shall terminate at such time as Buyer closes on construction financing for the cantina portion of the intended improvements.

14. The Buyer and the City intend to negotiate a lease of another parcel ("Leased Property") which terms and conditions are subject to a separate lease agreement as determined by the parties.

15. The parties stipulate and agree that the description of the Property is newly created and described and that City warrants the title in accordance with the Special Warranty Deed.

16. Possession of the Property shall be delivered to the Buyer at closing if the City fails to deliver possession at closing, the City shall be subject to eviction and shall be liable for a daily rental of \$50.00 until possession is delivered.

17. If payment due hereunder is not made, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF THE CITY IS IN DEFAULT, then the Buyer may elect to treat this Contract as (1) terminated, in which case all payments and things of value received hereunder shall be paid to the

Buyer and the Buyer may recover such damages as may be proper, or (2) being in full force and effect and the Buyer shall have the right to an action for specific performance or damages, or both.

(b) IF THE BUYER IS IN DEFAULT, then the City may elect to treat this Contract as (1) terminated, in which case all payments and things of value received hereunder shall be paid to the City and the City may recover such damages as may be proper, or (2) being in full force and effect and the City shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Contract, each party shall pay such party's own costs and attorneys' fees.

18. This entire Contract and the City's obligation to proceed under its terms is expressly conditioned upon the consent and approval of the City Council of the City of Grand Junction. If such consent and approval is not obtained on or before June 6, 2019, then this Contract shall automatically become void and of no effect.

19. The parties hereto represent to each other that this Contract and the sale and purchase of the Property hereby contemplated were brought about without the efforts of any brokers or agents and that neither party has engaged or dealt with any brokers or agents in connection with this Contract. Each party agrees to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party as a result of dealings claimed to have been conducted with the respective party.

20. All notices or other communications between the parties hereto shall be delivered by United States Certified Mail, return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City: John Shaver
 c/o City of Grand Junction
 250 North 5th Street
 Grand Junction, Colorado 81501
 (970) 244-1508

To the Buyer: John Howe
 c/o Hoskin, Farina & Kampf
 200 Grand Avenue, Suite 400
 Grand Junction, Colorado 81502
 (970) 986-3400

21. This Contract embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Contract and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

22. The Property is within the boundary of the Downtown Development Authority and will be subject to the DDA mill levy as well as all other special taxing districts. The Buyer is aware of those districts and the attendant tax obligations and agrees to pay those obligations as accrued. The Property is not within the Business Improvement District; if the Purchaser desires inclusion in the BID it may petition therefor after closing.

23. This Contract and the agreements arising out of and under it shall be governed and construed by the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

24. The Buyer and the City have each obtained the advice of their own legal and tax counsel.

25. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth herein. By their signatures the parties accept, acknowledge and agree to the foregoing terms. Each party further acknowledges that he/she is authorized to sign and bind the entity for which he/she signs.

26. The Buyer and Seller by and with their respective signatures agree, understand and confirm the terms and obligations of this Contract.

Buyer – Jennifer R. Taylor

Seller – City of Grand Junction

Greg Caton, City Manager
Seller Signature & Date

4.5 Acres

Lot 16

Colorado River

Riverfront at Dos Rios

LAND USE

AREA

INDUSTRIAL OFFICE	± 5.5 ACRES
LEASABLE OPEN SPACE	± 2.4 ACRES
LIGHT INDUSTRIAL/COMMERCIAL	± 9.6 ACRES
MIXED USE RESIDENTIAL	± 6.5 ACRES
MIXED USE RETAIL	± 5.8 ACRES
PARKS & RECREATION OPEN SPACE / NATURE PRESERVE	± 16.5 ACRES
RETAIL/COMMERCIAL	± 3.7 ACRES
 PRIVATE PROPERTY	± 5.058 ACRES

E

Industrial Office
5.5 acres

Mixed Use Residential
2.0 Acres

RESOLUTION NO. __-19

A RESOLUTION AUTHORIZING THE SALE BY THE CITY OF GRAND JUNCTION, COLORADO, OF CERTAIN REAL PROPERTY AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction has offered for sale to Jennifer R. Taylor ("Taylor") certain real property described as Lot 16 of Filing One of the Dos Rios Subdivision as further described in the Mesa County land records ("Property" or "the Property.")

The Property, which is not a park, has not been used or held for park purposes and is not used or held for a governmental purpose, has long been recognized by the City as presenting significant opportunity for redevelopment. Taylor has been interested in and involved with developing a vision for reuse of the Property and in furtherance of her plan, as well as the City's overall plan for investment in and redevelopment of the area, the City Manager has negotiated with Taylor and proposes to sell the Property to her in accordance with the attached contract ("Contract.")

The negotiations by and between Taylor and the City also contemplated a lease of approximately an acre for redevelopment at the rate of \$1.00 per acre for a term of no less than 25 years ("Lease.") The Lease may be entered into at any time after closing on the Property and for up to three years thereafter. Sale of the Property to Taylor shall be a precondition to enter a Lease.

The City Council has reviewed the proposed sale and a majority of the members of the Council recommend the sale for the terms established herein and do hereby approve, authorize and ratify the sale in accordance with and pursuant to the Contract by and between Taylor and the City.

Furthermore, the City Council authorizes the City Manager to enter into a Lease on the terms established herein and pursuant to a form of the Lease approved by the City Attorney.

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

1. That the City Council hereby authorizes the sale of the Property to Taylor for \$42,000.00.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the Property which are consistent with the provisions of the attached Staff Report and this Resolution are hereby ratified, approved and confirmed.

3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Staff Report, including but not limited to the delivery of the deed to the Property on or before the close of business on June 14, 2019.

PASSED and ADOPTED this ____ day of _____ 2019.

President of the Council

Attest:

City Clerk