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**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 20, 2021
[VIRTUAL MEETING](#)
[LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:20 PM – PRE-MEETING
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

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.

Citizens have three options for providing Citizen Comments: 1) [Virtually](#) during the meeting (registration required), 2) via phone by leaving a message at 970-244-1504 until noon on January 20, 2021 or 3) submitting comments online until noon on January 20, 2021 by completing this [form](#). Please reference the agenda item and all comments will be forwarded to City Council.

Proclamations

Proclaiming Crime Stoppers Month in the City of Grand Junction

City Manager Report

Council Reports

REVISED

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the January 4, 2021 Workshop
- b. Minutes of the January 6, 2021 Executive Session
- c. Minutes of the January 6, 2021 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. Legislative
 - i. Introduce an Ordinance Dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District and Set a Public Hearing for February 3, 2021

3. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Amending Grand Junction Municipal Code Pertaining to Liquor Licensing Distance Requirements - CONTINUED TO FEBRUARY 17, 2021

4. Contracts

- a. Sole Source Purchase of Point Blank Rifle Plates
- b. CDBG 2020 Program Year Subrecipient Agreement between the Grand Junction Housing Authority and the City of Grand Junction

- c. Lease Agreement for Farming Rights for Saccomanno Park Property
- d. Construction Contract with Xcel Energy for the Riverfront at Dos Rios

5. Resolutions

- a. Resolution Authorizing Application to Great Outdoors Colorado (GOCO) for the Blue Heron Trailhead and Boat Ramp Revitalization

REGULAR AGENDA

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

6. Items Relating to the April 6, 2021 Election

- a. Resolutions
 - i. A Resolution Setting of a Rate of Taxation for Marijuana Related Businesses
 - ii. A Resolution Regarding the Repeal of Referred Measure A of the April 5, 2011 Regular Municipal Election
- b. Public Hearing: Legislative
 - i. An Ordinance Referring a Ballot Proposition to the April 6, 2021 Regular Municipal Election Regarding the Amendment of Ordinance No. 4295

7. Public Hearings

- a. Legislative
 - i. An Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations
- b. Quasi-judicial

- i. An Ordinance Amending the Planned Development Zoning and Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

8. 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.

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** crime is a menace to our society. It tears apart lives and causes feelings of fear, anger and helplessness. As caring citizens, we are obligated to do everything in our power to ensure that our communities are not victimized by criminals; and
- Whereas,** the Crime Stoppers of Mesa County program has empowered the citizens of Mesa County to take a stand against crime. This program brings together citizens, law enforcement, the media, businesses, and educational institutions to combat crime and make our communities safer; and
- Whereas,** combining media awareness, cash rewards, and an anonymous tip line for citizens to contact, Crime Stoppers of Mesa County has created an effective method for solving crimes and helping citizens take back control over their neighborhoods; and
- Whereas,** the award-winning, nationally recognized Crime Stoppers of Mesa County has been particularly effective and since 1983 has received 21,000 tips, which have led to 1,830 arrests and the recovery of over 9 million one hundred thousand dollars in drugs and property. Anonymous Crime Stopper callers have been rewarded over \$311,000 for their valuable information; and
- Whereas,** Crime Stoppers of Mesa County has forged strong working relationships with all area law enforcement agencies, including: Colorado State Patrol, Fruita Police Department, Grand Junction Police Department, Mesa County Sheriff's Office, Mesa County District Attorney's Office, and the Palisade Police Department; and
- Whereas,** Crime Stoppers of Mesa County is working to increase awareness of community safety issues and crime prevention efforts, while also giving back to our community by offering grants to various organizations, partnership with Colorado Mesa University and scholarships to Law Enforcement graduates.

NOW, THEREFORE, I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of January, 2021 as

"National Crime Stoppers Month"

in the City of Grand Junction and call all citizens of Grand Junction to increase their participation in Crime Stoppers of Mesa County in the effort to prevent crime, thereby strengthening the communities in which they live.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 20th day of January, 2021.

Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

January 4, 2021

Meeting Convened: 5:30 p.m. Meeting live streamed and broadcast on cable channel 191.

Meeting Adjourned: 7:55 p.m.

City Councilmembers present: Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, Anna Stout (attended virtually), Rick Taggart (attended virtually) and Mayor Duke Wortmann.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch, Community Development Director Tamra Allen, Parks and Recreation Director Ken Sherbenou, Senior Planner Lance Gloss and Deputy City Clerks Janet Harrell and Selestina Sandoval. Attended virtually: City Clerk Wanda Winkelmann, Public Works Director Trent Prall, and Senior Assistant to the City Manager Greg LeBlanc.

Mayor Wortmann called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Discussion and Possible Direction Regarding Financial Support for Non-Profit Agencies Related to COVID-19 Impacts and Response

Community Foundation Board members Anne Wenzel and Tedi Gillespie provided an update on the impacts of COVID in regard to food relief entities in Grand Junction and suggested \$250,000 for post-holiday assistance. The application process would be competitive and conducted in the same as the City's earlier COVID relief programs, but allow more time to apply.

Councilmember Stout asked why non-profit businesses not serving hunger needs are not included in this funding as they have the same challenges to meet payroll and expenses and that many of the grants available specifically excluded funding for overhead expenses. It was explained that food relief was the parameter given.

Business Incubator Center Executive Director Jon Maraschin agreed with Councilmember Stout and said many non-profits are not able to provide the required financial information for grant applications. Grand Junction Chamber of Commerce Director Diane Schwenke noted non-profits are eligible for CARES Act and PPE Program funds.

City Manager Caton outlined next steps based on the discussion which are to add a Supplemental Appropriation Ordinance to include \$525,000 for small businesses, \$250,000 for

hunger relief and \$250,000 for the broader non-profit community to the January 6th agenda for first reading and the hearing scheduled for January 20th.

Council President Wortmann asked for this item to be added to the next agenda.

b. Discussion and Possible Direction Regarding a COVID19 Response Grant Fund to Aid Small Businesses

Mr. Maraschin explained the proposed \$525,000 would go toward small business fixed cost support (not covered in previous funding) and requested these funds be limited to locally owned businesses with 50 or fewer full time equivalent (FTE) employees and asked for direction on how to define local (city limits, Mesa County or Colorado). He said the average loan would be up to \$5,000 for previous recipients and \$7,500 for new applicants; these amounts should be adequate to cover 2 – 4 months of fixed costs. Ms. Schwenke suggested the FTE limit be lowered to 25. It was decided to limit FTE's to 25 and allow up to State ownership. The program will be open 45 days from the time funds are available.

Council President Wortmann asked for this item to be added to the next agenda.

c. Discuss Expenditure of HUD CDBGCV Round 3 Funds Allocated to the City of Grand Junction in the Amount of \$357,800

CDBG Administrator Kristen Ashbeck provided an overview of previously allocated funds from the first tranche of COVID relief from the CARES Act and said a third and final allocation of \$357,800 will be made. It is suggested these funds be used for stable housing needs.

Council President Wortmann asked for this item to be added to a February agenda.

d. Discussion and Possible Direction Regarding a Potential Marijuana Ballot Question

Senior Planner Lance Gloss reviewed the timeline and structure of the City's marijuana discussion and explained that the main questions before Council now are 1) would they like to refer marijuana questions to the April 2021 ballot and 2) if so, guidance regarding the ballot language regarding repeal of the moratorium and taxation. He gave an overview of license types and buffering mechanisms (zoning, buffering, exclusion/green zones, use specific standards, numerical caps).

Council expressed concerns regarding the cultivation license type, odor issues, not having regulatory measures in place (staff will continue work on this) and not specifying where tax proceeds will be allocated.

After discussion, this item will move forward with ballot language to be decided at a later date.

e. Community Center Feasibility Study

Parks and Recreation Director Sherbenou, Barker, Rinker and Seacat Principal Craig Bouck and GreenPlay, LLC Principal Pat O'Toole reviewed the survey results which included preferred phased Lincoln Park buildout, operating costs (debt service not included) and revenue resources.

Discussion included how one large buildout versus multiple buildouts in various locations is less expensive, would offer more services, be easier to finance, what the debt service amount will be and which 2021 election cycle would be better for this item.

Agenda Topic 2. City Council Communication

There was none.

Agenda Topic 3. Next Workshop Topics

The January 18th Workshop is cancelled due to the Dr. Martin Luther King, Jr. Day holiday.

Agenda Topic 4. Other Business

There was none.

Adjournment

The Workshop adjourned at 7:55 p.m.

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

January 6, 2021

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, January 6, 2021 at 4:30 p.m. in the 1st Floor Breakroom, City Hall, 250 North 5th Street. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, and Mayor Duke Wortmann. Councilmembers Anna Stout and Rick Taggart participated via conference call.

Staff present for the Executive Session were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch, General Services Director Jay Valentine and Parks & Recreation Director Ken Sherbenou.

Executive Session

Councilmember Andrews moved to go into Executive Session:

EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402 (4)(e)(I) AND 24-6-402 (4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 2515 RIVERSIDE PARKWAY, GRAND JUNCTION, COLORADO

Councilmember Pe'a seconded the motion. Motion carried unanimously.

The City Council convened into Executive Session at 4:32 p.m.

Councilmember Andrews moved to adjourn. Councilmember Pe'a seconded. Motion carried unanimously.

The meeting adjourned at 5:03 p.m.

Wanda Winkelmann
City Clerk

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

January 6, 2021

Call to Order. Pledge of Allegiance. Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 6th day of January 2021 at 5:34 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout (virtual), Rick Taggart (virtual) and Council President Duke Wortmann.

Also present were City Manager Greg Caton, City Attorney John Shaver and Deputy City Clerks Janet Harrell and Selestina Sandoval.

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

Citizen Comments

There were none.

Proclamations

Proclaiming January 18, 2021 as Dr. Martin Luther King Jr. Day in the City of Grand Junction

Councilmember Pe'a read the proclamation. Dr. Martin Luther King, Jr. Celebration Committee Chair David Combs accepted the proclamation remotely.

Proclaiming the City of Grand Junction as an Inclusive City

Councilmember Taggart read the proclamation. Koinonia Church member Stan McNeese accepted the proclamation remotely.

City Manager Report

City Manager Greg Caton reported on the availability of COVID-19 vaccinations for eligible City employees and possible City locations for community inoculations.

Council Reports

Councilmember Stout reported that the Greyhound Bus terminal may move from the Downtown corridor.

Councilmember Norris attended the bus terminal discussion and said the Colorado Department of Transportation was also involved and they are looking for a location that would serve both Greyhound and the Bustang.

Council President Wortmann commented on some local economic impacts of COVID-19.

CONSENT AGENDA

Councilmember Pe'a moved to adopt Consent Agenda items 1 - 4. Councilmember Andrews seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Minutes of the December 14, 2020 Executive Session
- b. Summary of the December 14, 2020 Workshop
- c. Minutes of the December 16, 2020 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduce an Ordinance Amending Grand Junction Municipal Code Pertaining to Liquor Licensing Distance Requirements and Set a Public Hearing for January 20, 2021
 - ii. Introduce an Ordinance Referring a Ballot Proposition to the April 6, 2021 Regular Municipal Election Regarding the Amendment of Ordinance No. 4295 and Setting a Public Hearing for January 20, 2021
 - iii. Introduce an Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations and Set a Public Hearing for January 20, 2021

- b. Quasi-judicial
 - i. Introduce an Ordinance Amending the Planned Development Zoning and Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue and Set a Hearing for January 20, 2021

3. Contracts

- a. Authorization for the Purchase of Self-Contained Breathing Apparatus for the Fire Department and Acceptance of the Federal Emergency Management Agency Assistance to Firefighter Grant for the Purchase
- b. Authorize a Contract for the Culvert Replacement Construction Project

4. Resolutions

- a. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2021 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council
- b. A Resolution Vacating Public Utility Easements within the Proposed Riverfront at Dos Rios Development
- c. A Resolution Authorizing Lease of Click Ranch Property to Dennis and Lora Wynn
- d. A Resolution Authorizing the Lease of Property Located at 1441 Winters Avenue

REGULAR AGENDA

An Ordinance Re-Adopting Ordinance No. 4859 and Amending the Sunset Clause for Use of Utility Type Vehicles (UTV's) on Segments of Horizon Drive, H Road and 27 ¼ Road in the City of Grand Junction

In 2019, Adrenaline Driven Adventure Company (business located at 750 ½ Horizon Drive that rents off-highway vehicles) requested City Council allow limited and specific use of certain City Streets to gain access to public lands north and east of the City. Ordinance No. 4859 includes a sunset provision to encourage Council review of the effectiveness of the ordinance while considering the general health, safety and welfare of the residents of the City.

City Attorney John Shaver presented this item.

The public hearing opened at 5:57 p.m.

There were no public comments.

The public hearing closed at 5:58 p.m.

Councilmember Andrews moved to adopt Ordinance No. 4973, an ordinance re-adopting and amending the sunset clause for use of utility type vehicles (UTV's) on segments of Horizon Drive, H Road and 27 ¼ Road in the City of Grand Junction on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning Four Parcels Totaling Approximately 1.48 Acres from B-1 (Neighborhood Business) to M-U (Mixed Use) Located at 518 28 Road

Applicant Concord Plaza, LLC requested a rezone of four parcels totaling approximately 1.48 acres located at 518 28 Road from B-1 (Neighborhood Business) to M-U (Mixed Use). The requested M-U zone district conforms with the existing Comprehensive Plan Future Land Use Map designation of Commercial.

Senior Planner Jace Hochwalt presented this item and Colorado Land Advisor, Ltd. Principal Jeffery Fleming was present to represent the applicant.

The public hearing opened at 6:07 p.m.

There were no public comments.

The public hearing closed at 6:07 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4974, an ordinance rezoning four parcels totaling 1.48 acres from B-1 (neighborhood business) to M-U (mixed use) located at 518 28 Road on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning Four Parcels Totaling Approximately 3.63 Acres from a R-8 (Residential 8 du/ac) to MXOC (Mixed Use Opportunity Corridor) Located at 2572, 2574, 2576 and 2580 Patterson Road

Applicants DRK Associates, LLC and DAK Investing, LLC requested a rezone of 3.63-acres located at 2572, 2574, 2576 and 2580 Patterson Road from R-8 (Residential 8 du/ac) to MXOC (Mixed Use Opportunity Corridor) in anticipation of future commercial development. The properties are currently designated in the 2010 Comprehensive Plan

as Residential Medium High/Neighborhood Center with the Mixed Opportunity Corridor overlay, and the requested MXOC zone district will work to implement the Mixed Use Opportunity Corridor overlay of the Comprehensive Plan.

Associate Planner Senta Costello presented this item and Ciavonne, Roberts & Associates, Inc. Owner Ted Ciavonne represented the applicant.

The public hearing opened at 6:15 p.m.

There were no public comments.

The public hearing closed at 6:15 p.m.

Discussion included where MXOC Zone Districts are currently located within the City.

Councilmember Andrews moved to adopt Ordinance No. 4975, an ordinance rezoning property from R-8 (Residential 8 du/ac) to MXOC (Mixed Use Opportunity Corridor) located at 2572, 2574, 2576 and 2580 Patterson Road on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Vacating Approximately 127 Square Feet of Grand Avenue and First Street Right-of-Way Abutting the Southeastern Property Line of the Property Located at 200 West Grand Avenue

The Colorado Department of Transportation (CDOT) requested vacation of approximately 127 square feet of Grand Avenue and First Street abutting the southeastern property line of property located at 200 West Grand Avenue. The request is in anticipation of a modification of the First Street and Grand Avenue intersection to be constructed by CDOT, which will impact the access and parking for this property address. The vacation will better define the property lines of 200 West Grand Avenue to the new right-of-way design, parking, and landscaping and is consistent with the City's Comprehensive and Circulation Plans.

Senior Planner Jace Hochwalt presented this item and Colorado Department of Transportation Acquisition/Relocation Supervisor Doug Killerud was present for questions.

The public hearing opened at 6:29 p.m.

There were no public comments.

The public hearing closed at 6:29 p.m.

Discussion included that the property owner supports the change as it will clean up property lines.

Councilmember Pe'a moved to adopt Ordinance No. 4976, an ordinance vacating approximately 127 square feet of First Street and Grand Avenue right-of-way included within the Deed recorded in the Mesa County Clerk and Recorder's records at Reception Number 1972941 located abutting the southeast corner of 200 West Grand Avenue on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Vacate a Portion of the Public Right-of-Way of Amir Drive and Resolution to Vacate the abutting 14-foot wide Multi-Purpose Easement Located at 2026 South Broadway

Applicant Hoosang David Gowhari and Elizabeth Ann Gowhari Revocable Trust requested vacation of a portion of public right-of-way known as Amir Drive and the abutting 14-foot multi-purpose easement in anticipation of site development. The existing Amir Drive right-of-way was originally offered to the City with the recording of a Warranty Deed in 2017 (Reception Number 2817666) and the 14-foot multi-purpose easement was granted on the Amir Subdivision plat in 2020 (Reception Number 2911895), however the right-of-way and easement have not been developed and remain vacant. The requested vacations are consistent with the City's Comprehensive and Circulation Plans.

Senior Planner Scott Peterson presented this item and Vortex Engineering, Inc. Professional Engineer Stephen Swindell represented the applicant.

The public hearing opened at 6:37 p.m.

There were no public comments.

The public hearing closed at 6:37 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4977, an ordinance vacating a portion of Amir Drive right-of-way as recorded within Reception Number 2817666 located at 2026 South Broadway on final passage and ordered final publication in pamphlet form and adopt Resolution No. 05-21, a resolution vacating the 14-foot multi-purpose easement abutting that portion of Amir Drive as dedicated on the Amir Subdivision Plat by Reception Number 2911895 located at 2026 South Broadway. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Vacate Two Portions of Public Right-of-Way Within the Riverfront at Dos Rios Development Located South of Hale Avenue between the Colorado River and the Riverside Parkway

The City of Grand Junction requested vacation of two portions of public rights-of-way adjacent to properties recently acquired by the City to facilitate development of the Riverfront at Dos Rios Planned Development. The requests are consistent with the City's Comprehensive and Circulation Plans.

Principal Planner Kristen Ashbeck presented this item.

The public hearing opened at 6:42 p.m.

There were no public comments.

The public hearing closed at 6:42 p.m.

Discussion included that these easements have not previously been vacated.

Councilmember Norris moved to adopt Ordinance No. 4978, an ordinance vacating previously platted public rights-of-way within the Riverfront at Dos Rios Development located along the northeast bank of the Colorado River between Hale Avenue and near the 5th Street/Highway 50 Viaduct on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Adopting the Parks, Recreation and Open Space (PROS) Master Plan

Resolution for Council to adopt the 2021 Parks, Recreation and Open Space (PROS) Master Plan; a blue-print to guide projects and priorities to sustain and improve the parks and recreation system for the next 8 to 10 years.

Parks and Recreation Director Ken Sherbenou, Parks and Recreation Advisory Board member William Findlay and GreenPlay, LLC Project Consultant Keri Konold presented this item.

The public comment period opened at 6:58 p.m.

There were no public comments.

The public comment period closed at 6:58 p.m.

Discussion included that the cities of Aurora and Longmont have similar needs/wants.

Councilmember Pe'a moved to adopt Resolution No. 06-21, a resolution adopting the 2021 Parks, Recreation and Open Space Master Plan. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

A Resolution to Authorize \$3 Million Loan Contract with the Colorado Water Conservation Board for the Carson Dam Rehabilitation Project

A resolution to authorize the City Manager to enter a contract with the State of Colorado, Colorado Water Conservation Board (CWCB) for a loan in the amount of \$3,030,000.00 for the construction of the Carson Dam Rehabilitation Project.

Utilities Director Randi Kim presented this item.

The public comment period opened at 7:07 p.m.

There were no public comments.

The public comment period closed at 7:07 p.m.

Councilmember Andrews moved to adopt Resolution No. 07-21, a resolution authorizing the City Manager to enter a contract with the State of Colorado, Colorado Water Conservation Board for a loan in the amount of \$3,030,000.00 for the construction of the Carson Dam Rehabilitation Project; to perform and observe all contractual terms, conditions, and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan. Councilmember Pe'a 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 adjourned at 7:09 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: January 20, 2021

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

Introduce an Ordinance Dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District and Set a Public Hearing for February 3, 2021

RECOMMENDATION:

Approve on first reading an ordinance dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District and set a public hearing for February 3, 2021.

EXECUTIVE SUMMARY:

It is the recommendation of the Boards of the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District that each District be dissolved.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction Rimrock Marketplace General Improvement District was formed and has been in existence since 2001. The Rimrock Marketplace Special Improvement District was formed and has been in existence since 2002.

The Districts were formed to facilitate the development of the Rimrock Center.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts; the method for organization thereof; and the process and powers of such districts. CRS 31-25-625 specifies that

districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. CRS 31-25-625 requires that no district shall be dissolved until "t has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or until funds are on deposit and available therefor."

In the last two years, neither the City of Grand Junction Rimrock Marketplace General Improvement District nor the Rimrock Marketplace Special Improvement District has provided any services or facilities; has any outstanding obligations or documented revenue or expenditures on the most recently approved budgets; or performed any statutory or service responsibilities for well over a month and has no plans to do so in the future. On January 6, 2021, Finance Director Jodi Welch signed Affidavits confirming the financial activities of each Board. Such Affidavits are attached hereto.

The respective Boards of each District has determined that it is in the best interests of all concerned that each District be dissolved. On December 16, 2020, each Board passed and adopted Board resolutions supporting the dissolution of each District. Such resolutions are attached hereto.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to introduce an ordinance dissolving the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement District and set a public hearing for February 3, 2021.

Attachments

1. Resolution Rimrock Marketplace GID
2. Affidavit -Rimrock Marketplace GID
3. Resolution Rimrock Marketplace SID
4. Affidavit - Rimrock Marketplace SID
5. ORD - Dissolution of Rimrock GID & SID - 011321

RESOLUTION NO. ____

A RESOLUTION SUPPORTING THE DISSOLUTION OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT.

Recitals:

The City of Grand Junction Rimrock Marketplace General Improvement District (the "District") has been in existence since August 1, 2001.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts, the method for organization thereof, and the processes and powers of such districts; CRS 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. CRS 31-25-625 requires that no district shall be dissolved until:

It has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or
until funds are on deposit and available therefor.

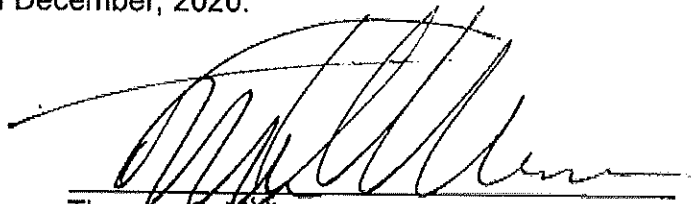
In the last two years, the District has not provided any services or facilities; has no outstanding obligations; has no documented revenue or expenditures on the 2020 Rimrock Marketplace budget, and has not performed any statutory or service responsibilities for more than thirty days prior to the date of this unanimous consent of the governing body and has no plans to do so in the future.

After due consideration, the Board of the District supports that it is in the best interests of all concerned that the District be dissolved.

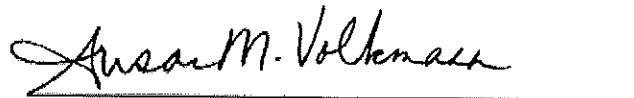
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT THAT:

- 1: The Board of the District strongly supports that the District be dissolved.
2. The District has not provided any services or facilities; has no outstanding obligations; and has not performed any statutory or service responsibilities for more than thirty days prior to this unanimous consent and has no plans to do so in the future.
4. The District has satisfied all of its debts, obligations and liabilities.
5. This Resolution shall be in full force and effect from and after its passage and adoption.

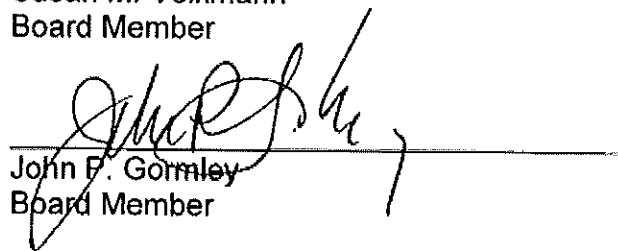
Passed and adopted this 16th day of December, 2020.



Thomas C. Volkmann
Board Member



Susan M. Volkmann
Board Member



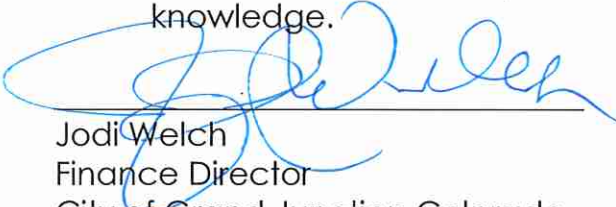
John P. Gormley
Board Member

AFFIDAVIT OF JODI WELCH

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

I, Jodi Welch, being first duly sworn, depose and state:

1. That I am currently employed as the Finance Director of the City of Grand Junction.
2. As the Finance Director, I oversee all financial activities, including monitoring cash flow, accounts and financial transactions. I also oversee the budget, expenditures and financial accounts for the Rimrock Marketplace Special Improvement District.
3. I have prepared this Affidavit for the board of the Rimrock Marketplace Special Improvement District's consideration.
4. The Rimrock Marketplace Special Improvement District has satisfied all of its debts, obligations and liabilities. All funds are on deposit and available therefor.
5. By and with my signature I do state that the contents of this affidavit are true, accurate, complete and correct and based upon personal knowledge.


Jodi Welch
Finance Director
City of Grand Junction Colorado

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of January 2021,
2020 by Jodi Welch.

My Commission expires: July 31, 2021


Notary Public

SELESTINA SANDOVAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19994023991
My Commission Expires July 31, 2021

RESOLUTION NO. ____

**A BOARD RESOLUTION SUPPORTING THE DISSOLUTION OF THE RIMROCK
MARKETPLACE SPECIAL IMPROVEMENT DISTRICT.**

Recitals:

The Rimrock Marketplace Special Improvement District (the "District") has been in existence since December 18, 2002.

Colorado Revised Statutes ("CRS") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts, the method for organization thereof, and the processes and powers of such districts: CRS 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. CRS 31-25-625 requires that no district shall be dissolved until:

It has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or
until funds are on deposit and available therefor.

In the last two years, the District has not provided any services or facilities; has no outstanding obligations; has no documented revenue or expenditures on the 2020 Rimrock Marketplace budget, and has not performed any statutory or service responsibilities for more than thirty days prior to the date of this unanimous consent of the governing body and has no plans to do so in the future.

After due consideration, the Board of the District determines that it is in the best interests of all concerned that the District be dissolved.

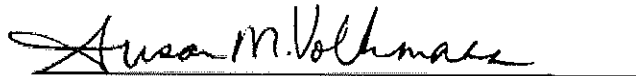
**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE
RIMROCK MARKETPLACE SPECIAL IMPROVEMENT DISTRICT THAT:**

- 1: The Board of the District hereby agrees that the District be dissolved.
2. The District has not provided any services or facilities; has no outstanding obligations; and has not performed any statutory or service responsibilities for more than thirty days prior to this unanimous consent of the governing body and has no plans to do so in the future.
4. The District has satisfied all of its debts, obligations and liabilities.
5. This Resolution shall be in full force and effect from and after its passage and adoption.

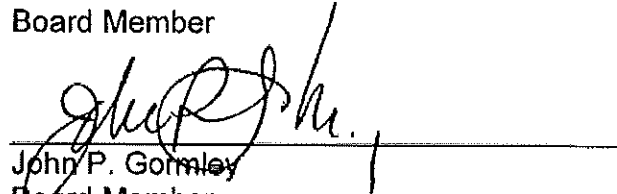
Passed and adopted this 16th day of December, 2020.

A large, stylized handwritten signature in black ink, appearing to read 'T. Volkmann', written over a horizontal line.

Thomas C. Volkmann
Board Member

A handwritten signature in black ink, appearing to read 'Susan M. Volkmann', written over a horizontal line.

Susan M. Volkmann
Board Member

A handwritten signature in black ink, appearing to read 'John P. Gormley', written over a horizontal line.

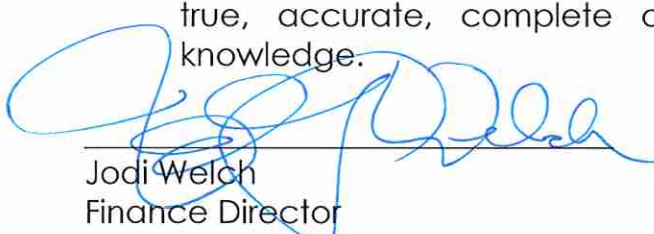
John P. Gormley
Board Member

AFFIDAVIT OF JODI WELCH

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

I, Jodi Welch, being first duly sworn, depose and state:

1. That I am currently employed as the Finance Director of the City of Grand Junction.
2. As the Finance Director, I oversee all financial activities, including monitoring cash flow, accounts and financial transactions. I also oversee the budget, expenditures and financial accounts for the City of Grand Junction Rimrock Marketplace General Improvement District.
3. I have prepared this Affidavit for the board of the City of Grand Junction Rimrock Marketplace General Improvement District's consideration.
4. The City of Grand Junction Rimrock Marketplace General Improvement District has satisfied all of its debts, obligations and liabilities. All funds are on deposit and available therefor.
5. By and with my signature I do state that the contents of this affidavit are true, accurate, complete and correct and based upon personal knowledge.

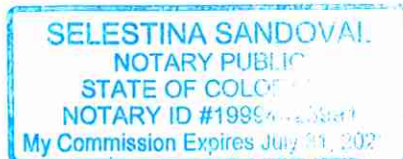

Jodi Welch
Finance Director
City of Grand Junction Colorado

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

Subscribed and sworn to before me this 6th day of January, ²⁰²¹~~2020~~ by
Jodi Welch. SS

My Commission expires: July 31, 2021


Notary Public



ORDINANCE NO. _____

**AN ORDINANCE DISSOLVING THE CITY OF GRAND JUNCTION RIMROCK
MARKETPLACE GENERAL IMPROVEMENT DISTRICT AND THE RIMROCK
MARKETPLACE SPECIAL IMPROVEMENT DISTRICT.**

RECITALS:

The City of Grand Junction Rimrock Marketplace General Improvement District was formed and has been in existence since August 1, 2020. The Rimrock Marketplace Special Improvement District was formed and has been in existence since December 18, 2002. The formation Ordinances approved by the City Council are 3478 and 3361 respectively and to the extent necessary for context are incorporated by this reference. The Districts were formed to facilitate the development of the Rimrock Center.

Colorado Revised Statutes ("C.R.S.") Title 31, Chapters 25 and 26 provide the authority for local governments to establish improvement districts; the method for organization thereof; and the processes and powers of such districts: C.R.S. 31-25-625 specifies that districts may be dissolved after notice is given and a hearing is held by the governing body on the matter. C.R.S. 31-25-625 requires that no district shall be dissolved until "[i]t has satisfied or paid in full all of its outstanding indebtedness, obligations and liabilities; or until funds are on deposit and available therefor."

In the last two years, neither the City of Grand Junction Rimrock Marketplace General Improvement District nor the Rimrock Marketplace Special Improvement District has provided any services or facilities; has any outstanding obligations or documented revenue or expenditures on the most recently approved budgets; or performed any statutory or service responsibilities and has no plans to do so in the future. On January 6, 2021, Finance Director Jodi Welch signed Affidavits confirming the financial activities of each Board. The Affidavits are attached hereto and incorporated by this reference.

The Boards of the Districts have determined that it is in the best interests of all concerned that each District be dissolved. On December 16, 2020, each Board passed and adopted Board resolutions supporting the dissolution of each District. The resolutions are attached hereto and incorporated by this reference.

Because the district representatives have determined that dissolution is proper, this ordinance is proffered to the City Council, as the governing body, for the dissolution of the districts. A certified copy of the ordinance shall be provided to the County Clerk and Recorder for the dissolution of the districts to be complete.

The City staff has reviewed the resolutions of the governing bodies of the districts and is aware of no reason that the City of Grand Junction Rimrock Marketplace General Improvement District and the Rimrock Marketplace Special Improvement Districts should not be dissolved.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
GRANDJUNCTION:**

The City of Grand Junction Rimrock Marketplace General Improvement District, as established in Ordinance 3478, has not adopted a budget with line items other than zero for two years; provided no services or facilities for two years; has no outstanding financial obligations; and has not performed any statutory or service responsibilities for thirty days since the notice of the meeting of the governing body and has no future planned activities to do so. As such, it is in the best interests of all concerned that the Rimrock Marketplace General Improvement District shall be dissolved.

The Rimrock Marketplace Special Improvement District, as established in ordinance 3361, has not adopted a budget with line items other than zero for two years; provided no services or facilities for two years; has no outstanding financial obligations; and has not performed any statutory or service responsibilities for thirty days since the notice of the meeting of the governing body and has no future planned activities to do so. As such, it is in the best interests of all concerned that the Rimrock Marketplace General Improvement District shall be dissolved.

Introduced on first reading this 20th day of January 2021.

Adopted on second reading this ____ day of February 2021 and ordered published in pamphlet form.

C.E. "Duke" Wortmann
President of the City Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: January 20, 2021

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Amending Grand Junction Municipal Code Pertaining to Liquor Licensing Distance Requirements - CONTINUED TO FEBRUARY 17, 2021

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

This item is the second reading and public hearing of an Ordinance amending the Grand Junction Municipal Code to reduce the distance beer and wine and hotel and restaurant liquor licensed premises must be from any parochial or public school in the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

The City has been requested to reduce the distance for wine and beer and hotel and restaurant licenses to 450 feet in order to facilitate the redevelopment of property near 7th Street and North Avenue. Certain licenses already exist near that location and a possible reuse/redevelopment of vacant property may be facilitated by adoption of the ordinance.

Adoption of the proposed Ordinance would amend the Grand Junction Municipal Code to reduce the distance beer and wine and hotel and restaurant liquor licensed premises must be from any parochial or public school in the City of Grand Junction.

Colorado law requires any building where malt, vinous, or spirituous liquor is to be sold to be located at least five hundred feet from any public or parochial school or the

principal campus of any college, university or seminary. The law further provides that distance restrictions may be eliminated or reduced by action of the City Council for any class of license.

FISCAL IMPACT:

There is no direct fiscal impact from adoption of this ordinance. Indirect impact may result from redevelopment of the property referred to in the background materials.

SUGGESTED MOTION:

I move to continue an ordinance amending Section 5.12.220 of the Grand Junction Municipal Code reducing the distance Beer and Wine and Hotel and Restaurant liquor licensed premises must be from any parochial or public school in the City of Grand Junction and set a public hearing on February 17, 2021.

Attachments

1. Ordinance Distance Requirements

Ordinance No. ____

An Ordinance Amending Section 5.12.220 of the Grand Junction Municipal Code Reducing the Distance Beer and Wine and Hotel and Restaurant Liquor Licensed Premises Must Be from any Parochial or Public School in the City of Grand Junction

Recitals.

44-3-313 (1)(d)(I) C.R.S. requires any building where the malt, vinous, or spirituous liquor is to be sold to be located at least five hundred feet from any public or parochial school or the principal campus of any college, university or seminary.

44-3-313 (1)(d)(III) C.R.S. provides that “The local licensing authority of any city and county, by rule or regulation, the governing body of any other municipality, by ordinance and the governing body of any other county, by resolution, may eliminate or reduce the distance restrictions imposed by this paragraph (1)(d) for any class of license, or may eliminate one or more types of schools or campuses from the application of any distance restrictions established by or pursuant to this paragraph (1)(d)”.

The City Council has been requested to reduce the distance for wine and beer and hotel and restaurant licenses to 450 feet in order to facilitate the redevelopment of property near 7th Street and North Avenue. Certain licenses exist near that location and a possible reuse/redevelopment of vacant property may be facilitated by adoption of the ordinance.

Furthermore, and because the distance reduction will allow only for hotel and restaurant or beer and wine liquor licensed establishments, which are licenses associated with food service, the 25-foot reduction of the distance to schools is immaterial to the safety of schools and students.

The City Council having duly considered a reduction of distance required between beer and wine and hotel and restaurant licenses and public or parochial schools does establish the required distance as provided with this ordinance.

NOW, THEREFORE, BE IT ORDAINED THAT:

Under the provisions of 44-3-313 (1)(d)(III) C.R.S., the distance that a beer and wine licensed premises must be separated a public or parochial school in the City of Grand Junction is reduced from 500 feet to 450 feet. The distance shall be determined in accordance with 44-3-313 (1)(d)(II) C.R.S. and Colorado Liquor Regulation 47-326; and,

Under the provisions of 44-3-313 (1)(d)(III) C.R.S., the distance that a hotel and restaurant licensed premises must be separated a public or parochial school in the City of Grand Junction is reduced from 500 feet to 450 feet. The distance shall be determined in accordance with 44-3-313 (1)(d)(II) C.R.S. and Colorado Liquor Regulation 47-326.

Introduced on first reading and ordered published this 6th day of January 2021.

Passed on second reading and order published this ____ day of January 2021.

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: January 20, 2021

Presented By: Doug Shoemaker, Chief of Police

Department: Police

Submitted By: Police Chief Doug Shoemaker

Information

SUBJECT:

Sole Source Purchase of Point Blank Rifle Plates

RECOMMENDATION:

Staff recommends authorization of this purchase.

EXECUTIVE SUMMARY:

This request is for a use of carryover funds from a 2020 budgeted item into 2021 for the sole source purchase of Point Blank rifle plates to better protect our officers from higher power firearms totaling \$67,910.00.

In accordance with Purchasing Policy, because this is a sole source procurement over \$50,000, City Council approval is required.

BACKGROUND OR DETAILED INFORMATION:

In 2020, the Grand Junction Police Department completed a study that led to the decision to allow GJPD officers to wear load-bearing vests thus lessening the weight about an officer's waist to better distribute that weight and reduce the likelihood of an injury to the officer's lower back. Additionally, the 2020 budget was approved with both the purchase of the load-bearing vests, as well as rifle-rated plates to wear within those vests.

As COVID impacted all of our budgets, the purchase of the new vests ended up taking until late summer, and the rifle plates could not be purchased until such time as the vests were fully implemented for wear. There were some specific fitting issues with the

vests, thus the delay.

The rifle plates will allow our officers a greater level of protection against high powered rifles, something we are seeing an increase in on the streets.

FISCAL IMPACT:

The total cost of this project is \$67,910. It was budgeted in 2020, however because the purchase was unable to be completed in 2020, it will be carried forward for supplemental appropriation this year.

SUGGESTED MOTION:

It is recommended that the Grand Junction City Council approve the purchase of Point Blank Rifle Plates utilizing 2020 carryforward funds through a sole source purchase.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: January 20, 2021

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, Principal Planner/CDBG Admin

Information

SUBJECT:

CDBG 2020 Program Year Subrecipient Agreement between the Grand Junction Housing Authority and the City of Grand Junction

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Subrecipient Contract formalizes the City's award of funds to various agencies allocated from the City's CDBG 2020 Program Year as approved by City Council at its August 19, 2020 meeting. The allocation includes a grant to the Grand Junction Housing Authority in the amount of \$54,000. The contract outlines the duties and responsibilities of the agency and ensures that the subrecipient complies with all Federal rules and regulations governing use of the funds.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City has received \$469,062 in CDBG 2020 Program Year funds allocated in the Annual Action Plan approved by City Council at its August 19, 2020 meeting.

Grand Junction Housing Authority (GJHA)

Building D (8 affordable housing units) in the Linden Pointe complex has experienced foundation issues due to leakage from an adjacent irrigation ditch. The ditch was piped in March 2020 but the foundation repair work needs to be completed, preferably prior to

irrigation water being available.

GJHA is considered a "subrecipient" to the City. The City will "pass through" a portion of its 2020 Program Year funds to GJHA but the City remains responsible for the use of these funds. The contract outlines the duties and responsibilities of the agency and ensures that the subrecipient complies with all Federal rules and regulations governing the use of the funds. The contract must be approved before the subrecipient may obligate or spend any of the Federal funds. The Subrecipient Agreement with GJHA contains the specifics of the project and how the money will be used by the subrecipient.

FISCAL IMPACT:

Previously approved 2020 CDBG Program Year Budget: \$469,062 including \$75,000 for program administrative costs.

The City will "pass through" a grant of \$54,000 of the 2020 CDBG funds to the Grand Junction Housing Authority.

SUGGESTED MOTION:

I move to authorize the City Manager to sign the Subrecipient Contract between the City of Grand Junction and the Grand Junction Housing Authority for funding through the City's 2020 Community Development Block Grant (CDBG) Program Year allocation.

Attachments

1. 2020 CDBG Subrecipient Agreement GJHA

**2020 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
EXHIBIT A
SCOPE OF SERVICES**

Date Approved:

Amount of Grant: \$54,000

Subrecipient: Grand Junction Housing Authority

Completion Date: December 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$54,000 from its 2020 Program Year CDBG Entitlement Funds towards foundation repair of an 8-plex housing structure in the Linden Pointe complex, located at 1950 Barcelona Way, Grand Junction, Colorado ("Property") Subrecipient provides housing for low- and moderate-income individuals and families in the community.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced housing rehabilitation for low- and moderate-income households in Grand Junction, Colorado.
3. The project consists of repair of the foundation in Building D which includes eight multifamily housing units. The Property to be rehabilitated is currently owned by Subrecipient which will continue to operate the housing complex. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the rehabilitation costs described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2020 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$96,239.
6. This project will provide assistance to Subrecipient to facilitate rehabilitation of existing housing for low- and moderate-income households.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made, and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient
_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project: 8 households

B. Number of unduplicated LMI City residents to be served with grant funds: 8 households

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit: ii) how many will have improved access to the service or benefit____ And iii) how many will receive the service or benefit that is improved/no longer substandard 8 units

2.) Schedule of Performance

Estimate the number of unduplicated City residents to be served during the contract period: 8 households

3) Payment Schedule

During the contract period funds will be drawn Q1: ____ Q2: 50% Q3: 50% Q4 ____

4) Outcome Measures – NA (Administrative funds)

Activity (select one) ____ Senior Service ____ Youth Service ____ Homeless Service
____ Disabled Service ☒ LMI Service ____ Fair Housing Service

Primary Objective (select one) ____ Create a suitable living environment ☒ Provide decent, affordable housing ____ Create economic opportunity (ies)

Primary Outcome Measurement (select one) ____ Availability/Accessibility ☒ Affordability
____ Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

Linden Pointe is a LIHTC property that has income restrictions for initial move-in at or below 60% AMI verified through third party verification. Residents are required to self-certify the current status of household size, household income, and household assets annually per the CHFA guidelines.

____ Subrecipient

____ City of Grand Junction



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: January 20, 2021

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou, Parks and Recreation Director

Information

SUBJECT:

Lease Agreement for Farming Rights for Saccomanno Park Property

RECOMMENDATION:

Approve lease agreement for farming on the Saccomannno Park property between City of Grand Junction and Arthur W. Fisher.

EXECUTIVE SUMMARY:

The City offers several properties for lease by private operators such as farming, cell towers, food service, etc. The Saccomanno Park property is currently being utilized for farming purposes.

BACKGROUND OR DETAILED INFORMATION:

Saccomanno Park is considered an undeveloped park totaling approximately 31 acres, located at 26 1/2 Road and H Road. The property has been leased for corn and other crops since 2002. There are no changes to this lease from the previous lease.

FISCAL IMPACT:

Annual rent shall be \$1,000 and is received through the Parks and Recreation Department to the General Fund.

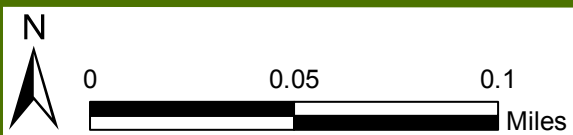
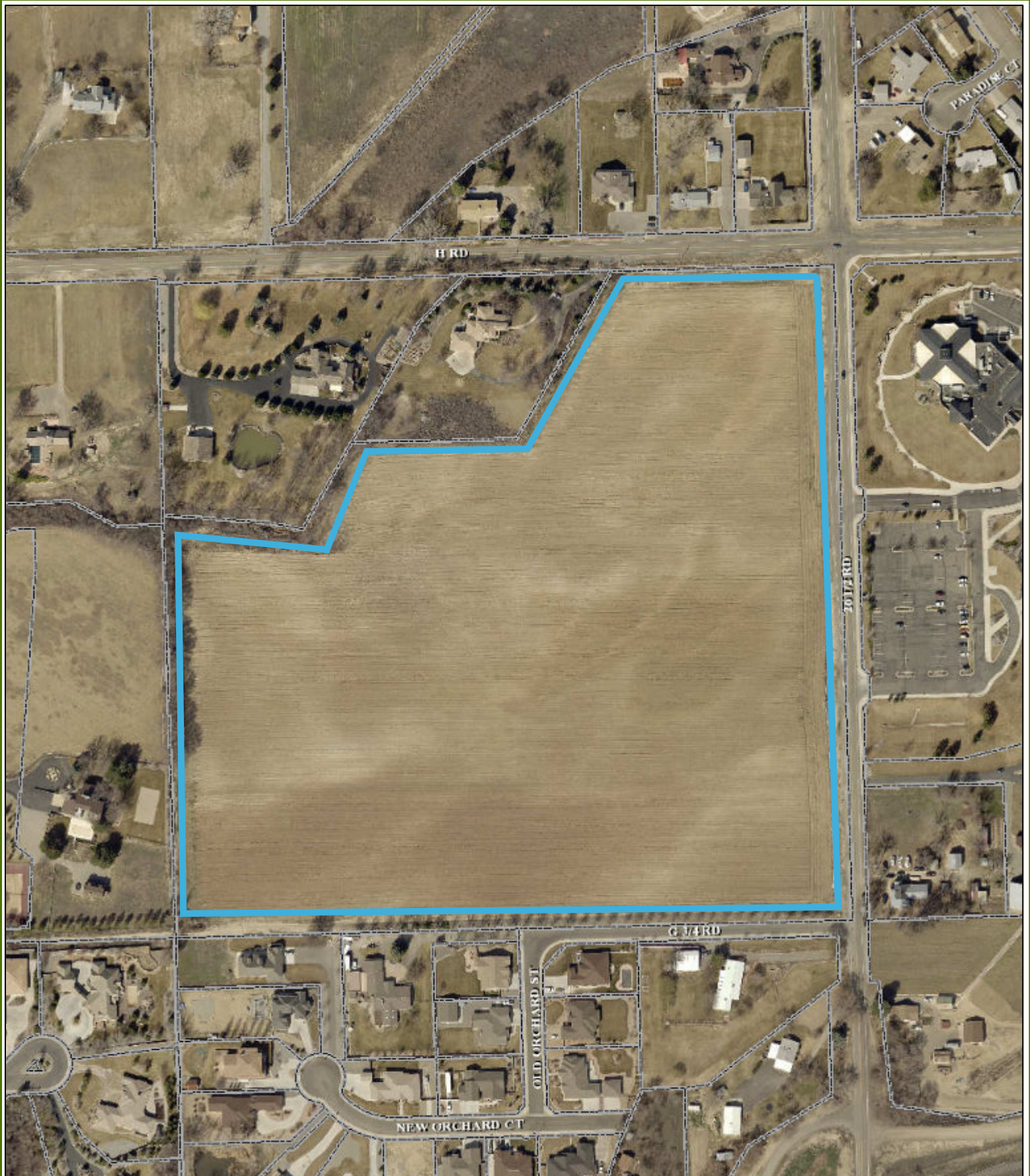
SUGGESTED MOTION:

I move to approve a lease agreement for farming on the Saccomannno Park property between City of Grand Junction and Arthur W. Fisher.

Attachments

1. Map - Sacomanno Farm
2. Lease - 2021-2024 - Farming Rights for Saccomanno Farm - PR - 011421

City of Grand Junction



Printed: 1/5/2017

1 inch = 248 feet

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT is entered into as of the ____ day of January 2021, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Arthur W. Fisher, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 948 26 Road, Grand Junction, Colorado 81506.

RECITALS

A. The City is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 4 of the Replat of Lot 2 of Saccomanno Minor Subdivision, situated at the southwest corner of the intersection of 26½ Road and H Road and hereinafter referred to as "the Property". The City acquired the property for park purposes and intends to develop the Property as a community park; however, timing for development and use of the Property as a community park is uncertain. Until the Property is developed as a community park, the City believes it is in the best interest of the community that the Property continue to be maintained as a productive farm subject to the terms and rights and conditions of this Lease Agreement, that the water rights and ditch rights appurtenant to the Property be used to their full and maximum extent, that all aspects of the Property be maintained to the highest practicable standard, and that expenses be kept to a minimum without waste.

B. Lessee desires to lease the farming rights associated with the Property in accordance with the desires and express intent of the City. Lessee has represented to the City that Lessee possesses the knowledge, experience, equipment, personnel and financial resources to maintain the Property to the highest practicable standard and to use the water and water rights and ditches and ditch rights to their full and maximum extent, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the farming rights associated with the Property to Lessee, and Lessee hereby accepts and leases the farming rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property, including water and water rights and ditches and ditch rights, all in accordance with the terms and conditions of this Agreement.

2. Term.

2.1 The term of this Lease shall commence on February 1, 2021, and continue through January 31, 2024, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of Lessee as hereinafter set forth and in the event Lessor determines, at Lessor's sole discretion, to again lease the farming rights associated with the Property in accordance with the provisions of this Lease, Lessee shall have the first right of refusal to

lease the Property for two (2) additional one (1) year terms commencing on February 1, 2024, and expiring on January 31, 2026 ("third term") as more fully set forth in paragraph 12 below.

The City may, in its sole discretion, allow Lessee to continue to occupy a designated portion of the Property for a reasonable period of time for the sole purpose of storing crops which have been harvested from the Property pending the sale and/or delivery of said crops to market.

2.2. City's right to terminate during the term. This Lease may be terminated by the City prior to the end of the term if funding becomes available for development of park facilities on the Property. Therefore the parties intend and understand that no action or investment shall be undertaken by the Lessee in any subsequent calendar year of the Lease term, or any renewal term, that would create an expectation of use for farming activities or harvest without first notifying the City and obtaining the City's express written acknowledgment.

3. Rental. Rental for the farming rights hereby leased during the term hereinabove specified shall be \$1,000.00 per year, which shall be due and payable, without demand by the City, on or before February 15, 2021. In the event payment of rent is not received by the City on or before March 1, 2021, Lessee agrees to pay to the City a late charge of \$100.00, which amount shall be added to the amount of rent(s) due. In the event payment of rent and any late charge is not received by the City on or before March 31, 2021, this Lease shall automatically terminate and neither party shall have any further rights, duties or obligations under this Agreement. Lessee shall pay any and all taxes, including but not limited to real estate and/or possessory interest taxes that arise out of or under this lease.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself:

(a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

(b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose;

(c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement; and

(d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages, as a result of any condemnation;

(e) the right to lease a portion of the Property, the location and area of which will be determined by and in the sole discretion of the City, to a third party for a telecommunications tower and associated ground equipment.

5. Use and Condition of the Property.

5.1 Lessee agrees that Lessee's use of the Property is strictly limited to the growing and cultivating of the type(s) of crop(s) which are mutually agreed upon between the City and Lessee and for no other purposes. In connection therewith, Lessee agrees to thoroughly plow, irrigate, cultivate, fertilize and farm all farmable lands upon the Property in a responsible and prudent farm-like manner. This Lease does not authorize Lessee to permit stock of any kind to run in any field on the Property.

5.2 Lessee agrees that Lessee's use and occupancy of the Property shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to driveways, fences, gates, ditches, headgates, piping and other irrigation facilities located upon the Property, and to not allow irrigation water to overrun any furrows or otherwise cause damage to the Property or to the real or personal property of any other party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property.

5.5 Lessee has inspected the Property, the rights and privileges appurtenant thereto, and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Property is sufficient for the purposes of Lessee. If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's own risk.

5.6 Lessee agrees the property is subject to a City lease option and lease with a third party for telecommunication tower(s) and supporting equipment of tower(s). Telecommunications lessee shall have reasonable ingress and egress to and from the premises to conduct surveys, inspections, structural soil tests, excavation, tower construction, maintenance, repair and/or upgrade, installation, maintenance, improvement/upgrade of ground equipment, and other related activities during any lease period at any time of any day or night. The City in its sole discretion may determine the location and area of the tower and equipment lease.

6. Irrigation of the Property. Irrigation of the Property is an essential duty and obligation to be undertaken by Lessee on behalf of the City. Irrigation of the Property shall be undertaken in accordance with the following provisions:

6.1 The City agrees to pay the base water assessments, when the same become due and payable, which are levied by authorities having jurisdiction and control over the irrigation water appropriated to the Property.

6.2 Lessee agrees to pay for all costs and fees, when the same become due and payable, which are charged for water usage in excess of the base amounts set forth in subparagraph 6.1 above.

6.3 Lessee shall apply the base water and such additional water as is necessary to the Property to irrigate crops during the historical irrigating season. Any failure by Lessee to irrigate the Property as set forth above, or any of the following acts or omissions on the part of Lessee with respect to the water rights appurtenant to the Property, shall be grounds for immediate termination of this Lease:

- a. failure or refusal to cultivate the Property and/or make use of available water upon the Property without the prior written consent of the City; or
- b. failure to maintain and preserve the irrigation structures, ditches, pipes and other irrigation facilities and appurtenances on the Property in such a manner as to allow the full application of water rights to the Property.

7. Fees and Charges. Lessee shall hold the City harmless from and indemnify the City against any and all fees, charges, costs and expenses associated with the Property, excepting the base water assessment which the City shall pay as set forth in paragraph 6.1. If Lessee fails to pay any of the foregoing when the same become due and payable, the City may, without obligation to do so, pay such amount(s) and, in such event, the amount(s) paid by the City, plus interest at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be due and payable from Lessee to the City.

8. Nonliability of the City for Damage.

8.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease or any extension thereof, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents, harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

8.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property.

8.3 The City shall not be liable to Lessee for any damages or loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from the use of the Property by the third-party telecommunications tower lessee.

8.4 The City shall not be liable to Lessee for any damages or loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from the City's termination of this Lease pursuant to and in accordance with Section 2.2 of this Lease Agreement.

9. Hazardous Substances.

9.1 The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

9.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or
- b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

10. Environmental Clean-Up.

10.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees and employees:

- a. Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances;
- b. Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all

governmental authorities ("the Authorities") under Environmental Laws and other applicable laws.

- c. Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.
- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

10.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

11. Default, Sublet, Termination, Assignment.

11.1 Should Lessee:

- (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or
- (b) abandon or vacate the Property; or
- (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction

in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

11.4 This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Lessor under this Lease.

11.5 Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

12. Option to Extend Lease. If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of Lessor and if Lessor chooses, at its sole option and discretion, to again lease the farming rights associated with the Property, at the expiration of the term as set forth in paragraph 2, Lessor hereby grants to Lessee an option to extend this Farm Lease for two (2) additional one (1) year terms, upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for a second term, Lessee shall, on or before February 1, 2024, give written notice to Lessor of Lessee's desire and intention to lease the Property for a second term.

13. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree 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 claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

14. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To Lessor:

City of Grand Junction, Attention Ken Sherbenou
1340 Gunnison Avenue
Grand Junction, CO 81501

To Lessee(s):

Arthur W. Fisher
948 26 Road
Grand Junction, CO 81506

All notices shall be deemed given:

- (a) if sent by mail, when deposited in the mail;
- (b) if delivered by hand or courier service, when delivered; or
- (c) if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to which notice shall be given.

15. Not a Partnership.

15.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to farm the Property and carry out the terms and provisions of this Lease. It is expressly agreed

between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

15.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

16. Enforcement, Partial Invalidity, Governing Law.

16.1 If the City uses the services of a city attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

16.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

17. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of \$25.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$25.00 daily fee is an appropriate liquidated damages amount.

18. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

The City of Grand Junction

Lessee(s):

Ken Sherbenou
Parks & Recreation Director

Arthur W. Fisher



Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: January 20, 2021

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Construction Contract with Xcel Energy for the Riverfront at Dos Rios

RECOMMENDATION:

Authorize the City Manager to execute a Construction Contract with Xcel Energy for the construction of gas and electric utility lines in the Riverfront at Dos Rios in the amount of \$323,307.43.

EXECUTIVE SUMMARY:

The project consists of the installation of on-site gas and on-site electric distribution lines and appurtenances for the Riverfront at Dos Rios. The value of the contract is \$323,307.43.

BACKGROUND OR DETAILED INFORMATION:

Xcel Energy has provided an agreements for the construction of gas and electric service throughout the Riverfront at Dos Rios project. Both the gas and electric lines will placed in a joint utility trench provided by the City contractor. Centurylink and Charter will also be placing infrastructure in the same trench under separate agreement.

The electric portion of the work will place 11,900 feet of conduit and 3,820 feet of conductor and associated pads, switch cabinets and transformers and vaults. The electric work is estimated at \$237,290.23.

The gas portion of the project will place 1,220 feet of 4 inch polyethylene pipe and

8,205 feet of 2 inch polyethylene pipe and associated services. The work also includes abandonment of all of the old mains and services south of Hale. The gas work is estimated at \$86,017.20.

Total value of both the gas and electric work is \$323,307.43

Pending Council approval, this project is anticipated to take approximately five months. Assuming a late January construction start date, the project should be completed by mid to late May.

FISCAL IMPACT:

The project budget is \$350,000 for gas and electric utility extensions with Xcel Energy. The \$323,307.43 will be paid for by the Dos Rios General Improvement District.

SUGGESTED MOTION:

I move to authorize the City Manager to enter into a contract with Xcel Energy for the construction of gas and electric utility lines at the Riverfront at Dos Rios project in the amount of \$323,307.43.

Attachments

1. Dos Rios Xcel Electric On-site Agreement
2. Dos Rios Xcel Gas On-Site Agreement

ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

This On-Site Distribution Extension Agreement (the “Agreement”), is dated as of December 14, 2020 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and CITY OF GRAND JUNCTION (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company’s estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	☐ Yes ☒ No
Frost and Ground Thawing Agreement	☐ Yes ☒ No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide electric service to serve 2581 RIVERSIDE PARKWAY in the City or Town of GRAND JUNCTION in the County of MESA in the State of Colorado (“Service”).

Such Service will have the following characteristics:

Category	Applicability
Type of Service	☐ Permanent ☒ Indeterminate ☐ Temporary
Network Service	☐ Network ☐ Non-Network
Voltage (choose one or both)	☒ Primary Voltage ☐ Secondary Voltage
Overhead/Underground (choose one or both)	☐ Overhead ☒ Underground
Phase (choose one)	☐ Single-Phase ☒ Three-Phase ☐ Combination Single- and Three-Phase

Category	Applicability
Additional Characteristics (choose any as applicable)	☐ Electric Vehicle Charging Station(s) ☐ High Density Load ☐ Street Lighting ☐ Solar ☐ ☐ ☐

The Parties acknowledge that, if Service includes the provision of Street Lighting, such Service is also subject to, without limitation, the requirements of the Street Lighting Extension Policy.

2. Service Class of Applicant. Applicant ☒ is / ☐ is not a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	☐
Schedules RD, RD-TDR	☐
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	☒
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	☐
Schedules PG, PST, PTOU, PG-CPP	☐
STREET LIGHTING	
Schedule TSL MSL, MI	☐
Schedule RAL, CAL, PLL, SL, SSL, SLU	☐
Schedule COL, ESL	☐

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Line Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the "Associated Agreements"). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company's engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
APPLICANT-PROVIDED INFORMATION*	
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)	0

Category	Project-Specific Information
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, three-phase service, extensions exceeding three hundred twenty (320) amps, compaction, and/or boring, etc.) (Non-Standard Lots)	0
Number of Street Lights (if any)	0
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities (if applicable)	
ADDITIONAL CIRCUMSTANCES**	
Distribution Reinforcements (if any)	
Excess Facilities (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.	
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
 - a. In General. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the "Estimated Construction Cost"). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. "Trench and backfill in rock conditions" shall include any construction activities that require the use of special construction techniques or special equipment.
 - b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer's electric service from Company, Company shall make such Distribution Reinforcement as follows:
 - i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.

- ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company's cost to reinforce the system necessary to serve Applicant's total load and the Construction Allowance shall be based on the difference between the Applicant's current maximum Demand over the previous twelve (12) months and Company's estimate of Applicant's projected total load.
 - iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company's facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
 - iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company's cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant's total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
 - v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant's additional load and applicant's Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (0 x \$2,511.00)		\$ 0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction	Yes ☐ No ☒	\$240,000.23
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$240,000.23

7. Calculation of Construction Allowance and Street Lighting Construction Allowance.

- a. **Construction Allowance.** The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per kilowatt demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. The Construction Allowance shall be applicable to applicants receiving service under a Standby service schedule and shall be applicable up to the Distribution Capacity, as set forth in the applicable Electric Standby Service Agreement. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).**

To the extent applicable, the calculation of the Construction Allowance is as follows:

A	B	C	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Kilowatt Demand	Construction Allowance	Amount
Residential – On-Site Distribution					
1	Schedules R, RE-TOU	0		\$1,070	\$ 0.00
2	Schedules RD, RD-TDR		0.0	\$260/kW	\$ 0.00
Commercial and Industrial – On-Site Distribution					
3	Schedules C, NMTR	2		\$1,380	\$2,760.00
4	Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP		0.0	\$350/kW	\$ 0.00
5	Schedules PG, PST, PTOU, PG-CPP		0.0	\$220/kW	\$ 0.00
6	CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 5)				\$2,760.00

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Line Extension Agreement, as set forth therein, provided that such Off-Site Distribution Line Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

- b. Street Lighting Construction Allowance. To the extent applicable, the calculation of the Street Lighting Construction Allowance for this Agreement is listed below. The Street Lighting Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).

A	B	C	D	E
Line	Service Class and Rate Schedule	Number of Point(s) of Delivery or Lighting Unit(s), as applicable	Construction Allowance	Amount
1	Schedules TSL, MSL, MI	0	\$1,080	\$ 0.00
2	Schedules RAL, CAL, PLL, SL, SSL, SLU	0	Lighting Equipment: \$770	\$ 0.00
		0	Distribution System: \$80	\$ 0.00
3	Schedules COL, ESL	0	Distribution System: \$80	\$ 0.00
4	STREET LIGHTING CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 3)			\$ 0.00

8. Construction Payment.

- a. Permanent Service. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in 6 above), less the Construction Allowance and, as applicable, the Street Lighting Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric On-Site Distribution Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$240,000.23
2	Construction Allowance (see Section 7 above)	\$2,760.00
3	Line 1 minus Line 2 (If value is a negative number, such amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Line Extension Agreement.)	\$237,240.23
4	As applicable, the Street Lighting Construction Allowance (see Section 7 above)	\$ 0.00
5	Line 3 minus Line 4: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0)	\$237,240.23

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant [☐ **authorizes** / ☐ **does not authorize**] Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by

Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

12. Right-of-Way Agreement. Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. Conditions to Company Work Order, Scheduling, and Construction Commencement. The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:
 - a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
 - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
 - c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
 - d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.
 - a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
 - b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.

- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Installation and Use.
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including

death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.

27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, and 31 of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this On-Site Distribution Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$237,240.23 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: December 14, 2020

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Electric).

Company Representative	
Print Name: <u>Tillmon McSchooler</u>	Mailing address:
Title: Designer Thereafter	Xcel Energy
Signature: <u>Tillmon McSchooler</u>	2538 BLICHMANN AVENUE
Date: December 14, 2020	Grand Junction, CO 81505
	Phone: <u>970-244-2695</u>
	Email address: <u>tillmon.mcschooler@xcelenergy.com</u>
Applicant	
Print Name: _____	Mailing address:
Title: _____	CITY OF GRAND JUNCTION
Signature: _____	_____
Date: _____	Phone: _____
	Email address: _____
Company Authorization	
Name: Kristopher Farruggia	
Title: Director Design and Construction	
Kristopher Farruggia	Digitally signed by Kristopher Farruggia Date: 2020.12.16 11:41:58 -07'00'
Signature: _____	
Date: _____	

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)]



CONTINGENCY LIST

*CUSTOMER:	CITY OF GRAND JUNCTION
ADDRESS:	2581 RIVERSIDE PARKWAY
CITY:	GRAND JUNCTION
DESIGN NO:	971515
SN:	12024668

SIGNATURE** _____

DATE: _____

* Confidential Information

** Customer is to return copy of signed document to your Xcel Energy Representative

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company's Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.

2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.

- ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
- ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
- ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
- ❖ ☐ If checked, Customer has agreed to install sleeves at crossings.
- ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
- ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
- ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
- ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
- ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company's approval, if Customer elects to trim/clear the trees on Customer's own property, _____ will be deducted.
- ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
- ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer's sole cost. Customer must contact design engineer for bumper protection clearance requirements.
- ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer



remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - ☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- ☐ Town Permit
- ☐ County Permit
- ☐ State Highway Crossing Permit
- ☐ Railroad Crossing Permit
- ☐ Bureau of Land Management (BLM) Approval
- ☐ Grading and Drainage Permit
- ☐ Water Board Crossing
- ☐ Special Permit
- ☐ Corps of Engineer's Permit
- ☐ Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- ☐ Wheel Compaction 0 feet of trench
- ☐ 85% Standard Proctor Compaction 0 feet of trench
- ☐ 95% Standard Proctor Compaction 0 feet of trench
- ☐ 95% Modified Proctor Compaction 0 feet of trench
- ☐ Bore 0 feet of trench

CUSTOMER PROVIDED SERVICE LATERAL TRENCH AGREEMENT

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, d/b/a XCEL ENERGY and CITY OF GRAND JUNCTION, the applicant, agree to the following in order to provide utility service to: 2581 RIVERSIDE PARKWAY, GRAND JUNCTION.

(Customer Address)

The customer, or his agent, will dig and prepare a trench, which will be utilized by Xcel Energy to install gas and/or electric facilities in accordance to specifications provided by Xcel Energy. This work will be performed independently from Xcel Energy. The customer will not be subcontracting for or acting as a contractor for Xcel Energy. This policy will apply where the customer is the landowner and occupant and the type of service is: (X Appropriate Entry)

☒ Electric Underground Service Lateral Installation

☐ Natural Gas Service Pipe Installation

An Xcel Energy representative will determine the proposed route and termination points of the trench line and provide temporary markings of the location with stakes or paint.

The customer will be responsible for compensating Xcel Energy for installation costs in accordance with existing extension policies. The customer is also responsible for compensating Xcel Energy for costs associated with delays or additional work performed by Xcel Energy to correct any deficiencies caused by the customer's failure to comply with the applicable specifications provided.

The customer will be responsible for any and all damages to Xcel Energy facilities or any other utility caused by the customer or by the customer's agent during excavation or backfill operations.

All trench and backfill costs will be born by the customer, or his agent, and the customer/agent will be responsible for any trench failure and liability that may occur.

Tillmon McSchooler
Xcel Energy Designer

Mailing address: Public Service Company of Colorado
2538 BLICHMANN AVENUE
Grand Junction, CO 81505

Customer Info:
CITY OF GRAND JUNCTION

*Signature: _____ *Date: _____

*Print Name: _____ *Title: _____

*Mailing address: _____

*Confidential Information

GENERAL RESPONSIBILITIES

The customer will provide the entire trench on the customer's property from the approved meter location to the property line. It is recommended to trench up to within 3' of an existing gas and/or electric distribution source and then hand dig the remaining distance to the source when the gas or electric source is located within the property. Note: Prior to hand digging the last 3 ft. to the gas distribution source, the Customer is required to notify the Company so a qualified person is on site to direct and observe the excavation over the existing gas piping.

The bottom of the trench is to provide uniform support for the entire length of the gas or electric facility. The floor of the trench is to be undisturbed firm soil, free of rocks, with a consistent depth to uniformly support the gas and/or electric facilities. When rocky conditions exist, the customer will add 6" of select backfill to the floor of the trench as padding material. (CAUTION: the trench may need to be excavated an additional 4" by the customer to meet depth requirements.) The customer is to provide acceptable backfill or select fill (soil free of rocks and construction debris). Customer is required to have personnel and equipment on site at the time of installation to provide necessary lifts of select fill to accommodate the installation of all utilities in the trench per PSC standards. Frozen backfill will not be utilized.

Where there is more than fifteen (15) degrees slope on the trench line, the customer is to furnish an eight (8) foot wide flat bench.

The customer is responsible for obtaining all necessary utility locates before excavation begins. Xcel Energy and/or The Locate Center will not locate any customer owned utilities prior to construction.

The customer will be responsible to provide all necessary property pins and staking for the excavation.

Water, sewer, and other utilities, with the exception of joint trench installations, shall be installed prior to the gas and/or electric facilities. These utilities shall clear the outer edge of all electrical equipment by twelve (12) inches.

The foundation of the structure being served must be completed and backfilled. The distribution installation route must be within 6" (+/- 6") of final grade and free from obstructions.

The customer will provide a minimum of 3 working days notification for installation.

After excavation of the trench, the customer will contact Xcel Energy and obtain approval for facility installation. If the customer-dug trench does not meet the requirements, the customer will be notified of what specifications still need to be met. If Xcel Energy is required to move a crew more than once due to conditions caused by the customer, the customer will be charged a move-off move-on fee to be determined by local management.

The customer is to complete the backfill of the trench within 48 hours of the installation of Xcel Energy facilities. If the trench is not completely backfilled within 48 hours, Xcel Energy will backfill the trench and charge the customer the current costs but the customer will remain responsible for any future trench failures. An Xcel Energy gas employee must be present to witness the first lift of backfill over a gas service in both sole trench and joint trench situations.

The customer will provide adequate compaction to prevent excessive settling. If the cable and/or pipe are damaged during the backfill/compaction operations by the customer, the customer is responsible for actual repair costs.

If, in Xcel Energy's opinion, maintenance is required on the customer provided trench to protect the cable or pipe (due to grade change, settling of backfill, ditch washout, etc.), Xcel Energy will notify the customer that work is required and it will be the customers responsibility to perform this work. If work is not completed within 48 hours, Xcel Energy will perform the necessary work and charge the customer accordingly.

PLEASE NOTE: *Propane lines and customer owned conductor is not allowed in the same trench with Public Service Company facilities. Upon discovery of this condition, the customer is responsible for the relocation of their facilities.*

Only Public Utilities such as Cable TV and Telephone Companies that have a Joint Use Agreement and are located by the UNCC One Call System are allowed in this trench.

SOLE GAS TRENCH

Customer may trench no closer than 3 feet of an existing gas facility. The trench must be sufficiently deep to provide minimum cover of 24" over Xcel Energy facilities. Maximum depth is 4'. Minimum trench width is 8"; maximum trench width is 24", although actual width is dependent upon the pipe diameter. The Xcel Energy Representative will determine the depth and width required.

Qualified Xcel Energy personnel will provide and install the gas pipe and riser, tap the main, tie-in the service and shall inspect the first 4" to 8" of shading to cover the gas pipe. The customer will complete the backfill process.

SOLE ELECTRIC TRENCH

The trench must be sufficiently deep to provide minimum cover of 24" for service laterals. The minimum trench width is 8", maximum width is 24".

Xcel Energy will expose the existing electric source, provide and install the electric service, and assist in installing the first 4" to 8" of shading to cover the electric service. The customer will complete the backfill process.

JOINT GAS AND ELECTRIC TRENCH

The trench designed for vertical separation is the preferred Xcel Energy construction method. The trench must be sufficiently deep to provide minimum cover of 36" plus gas diameter to final grade. Trench width is approximately 18" minimum, 24" maximum. The Xcel Energy Representative will determine the depth and width required. Xcel Energy will provide and install the electric and gas service as needed. The customer will complete the backfill process and compaction process in 1-foot lifts. A qualified Xcel Energy employee will inspect the first lift of the backfill process.

NOTE: Customer is responsible for having equipment and manpower available on site during construction to coordinate the backfill process with Xcel Energy crews.

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED

(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____ FOREMAN _____ DATE _____

TEAM LEADER _____

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Work Order Information	
Service Request #	: 000000971515
Design Number	: 1450
Designer/Planner ID	: MCSchneider/Timmon
Designer/Planner Name	: MCSchneider/Timmon
Designer/Planner Ph #	: 970.244.2005
Manager Approval	: [Signature]
Joint Utility	
E: XCEL	G: XCEL
T: CenturyLink	C: Charter
Design Location	
Division	: WESTERN REGION
County	: Mesa
City	: GRAND JUNCTION
Address	: Dos Rios Pk II
T: 1S	R: 1W
Map #	: 11254602 02
Permit	: N/A
Electric	
Feeder	: 1108W
Phase	: ABC
Blup Dev ID	: 13200
Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Work Order #	: 100802020
Date	: 10/08/2020
Scale	: 1" equals 100'

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

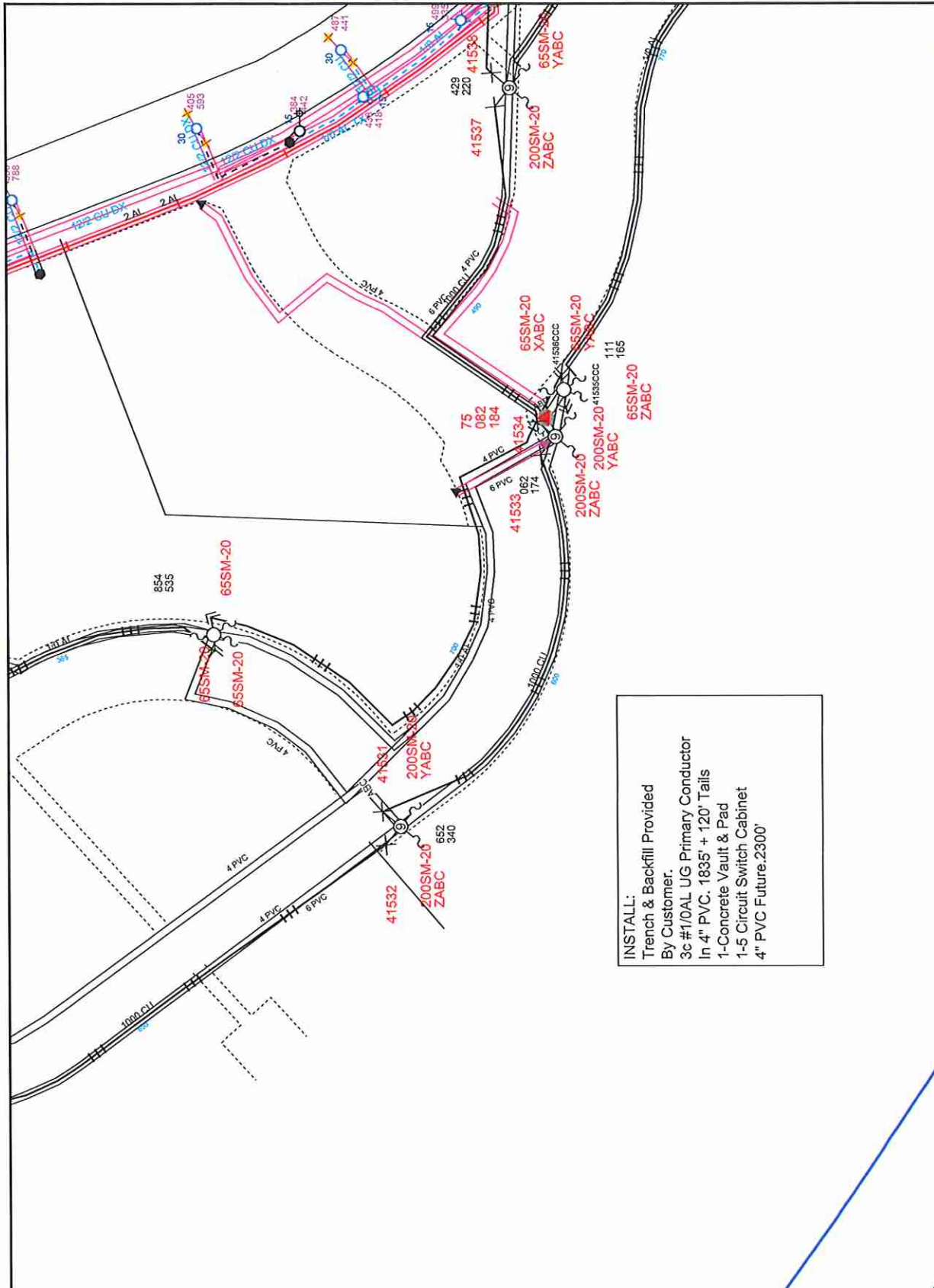
☐ CHANGES MADE AS INDICATED

☐ (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO: _____ DATE: _____

FOREMAN: _____

TEAM LEADER: _____



INSTALL:
Trench & Backfill Provided
By Customer.
3c #1/0AL UG Primary Conductor
In 4" PVC, 1835' + 120' Tails
1-Concrete Vault & Pad
1-5 Circuit Switch Cabinet
4" PVC Future 2300'

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Work Order Information	
Service Request #	00000071515
Design Number	9450
Designer/Planner ID	McSchneller, Timman
Designer/Planner Name	973,244,2005
Designer/Planner Ph #	
Manager Approval	
Joint Utility	
E: XCEL	G: XCEL
T: CenturyLink	G: Charter
Design Location	
Division	WESTERN REGION
Country	Mesa
City	GRAND JUNCTION
Address	Don Rio Pk II
T: 15	R: 1W
S: 23	
Map #	1129460 02
Permit	N/A
Electric	
Federat	1108W
Voltage	13200
Phase	ABC
Busp Dev ID	
Gas	
System	N/A
Pressure	N/A
Size	N/A
Material	N/A
Dead End	N/A
Work Order #	
Date	10/03/2020
Sketch	3 of 3
Scale	1" equals 100'

CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

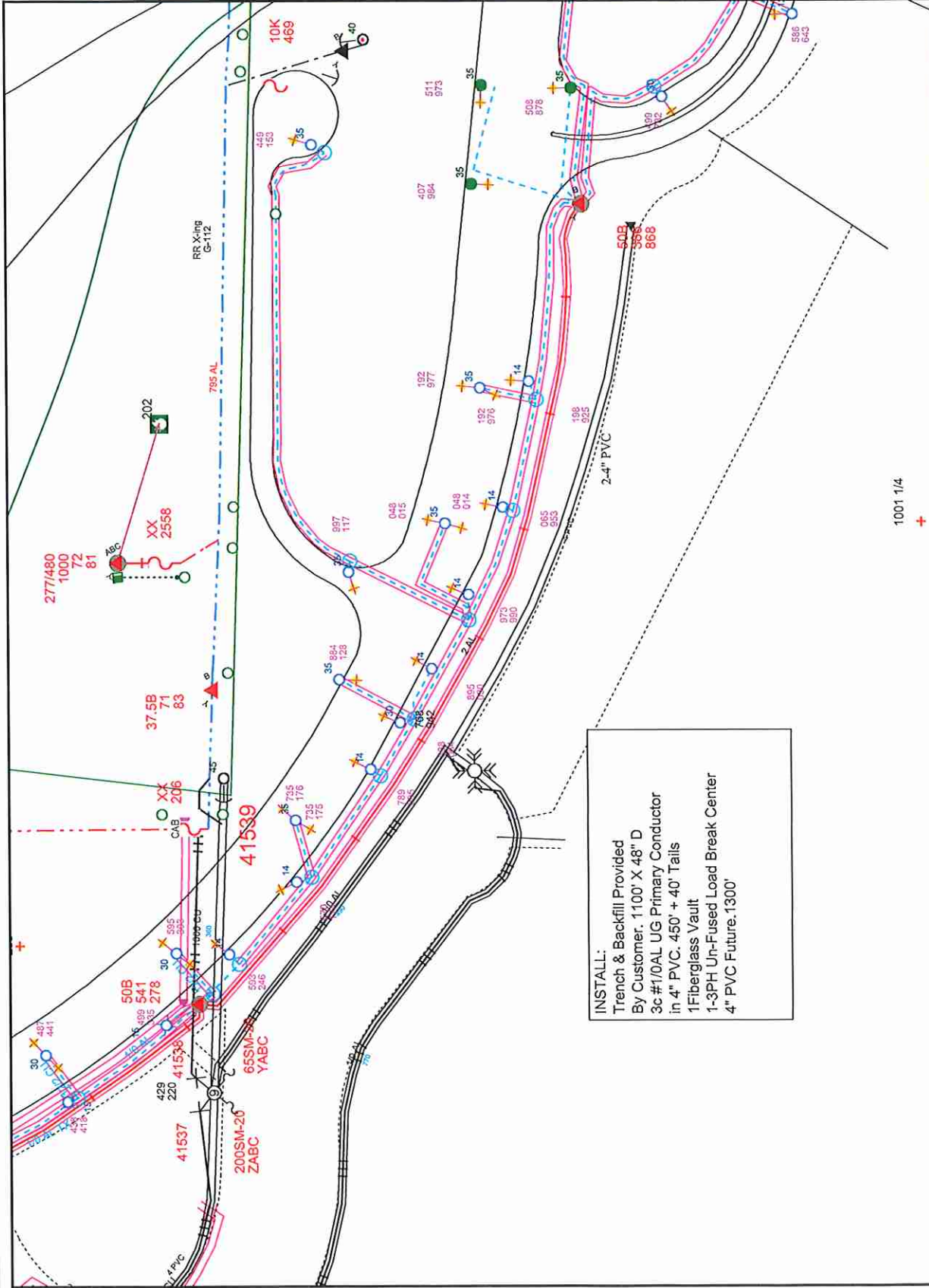
☐ CHANGES MADE AS INDICATED

☐ (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____ DATE _____

FOREMAN _____

TEAM LEADER _____



INSTALL:
 Trench & Backfill Provided
 By Customer, 1100' X 48" D
 3c #1/0AL UG Primary Conductor
 in 4" PVC, 450' + 40' Tails
 1Fiberglass Vault
 1-3PH Un-Fused Load Break Center
 4" PVC Future, 1300'

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ON-SITE DISTRIBUTION EXTENSION AGREEMENT (GAS)

This On-Site Distribution Extension Agreement (the "Agreement"), is dated as of December 14, 2020 ("Contract Origination Date"), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the "Company") and CITY OF GRAND JUNCTION (the "Applicant"). Applicant and Company are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." This Agreement is subject to the Company's Natural Gas Service Distribution Extension Policy (the "Policy") within Company's natural gas tariff (the "Tariff") and to the entirety of Company's Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company's website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	☐ Yes ☒ No
Frost and Ground Thawing Agreement	☐ Yes ☒ No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide natural gas service to serve 2581 RIVERSIDE PARKWAY in the City of Town of GRAND JUNCTION in the County of MESA in the State of Colorado ("Service").

Such Service will have the following characteristics:

Category	Applicability
Type of Service	☐ Permanent ☒ Indeterminate ☐ Temporary

2. Service Class of Applicant. Applicant ☒ is / ☐ is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedule RG	☒
COMMERCIAL	
Schedule CSG	☒
Schedule CLG	☐
INTERRUPTIBLE	
Schedule IG	☐
TRANSPORTATION	
Schedule TFS	☐
Schedule TFL	☐
Schedule TI	☐

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Main Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the "Associated Agreements"). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company's engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)*	0
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, compaction, and/or boring, and/or pipe in excess of four (4) inches, etc.) (Non-Standard Lots)*	0
Point of Interconnection between Off-Site Distribution Main Extension facilities and On-Site Distribution Extension facilities (if applicable)	
ADDITIONAL CIRCUMSTANCES**	
Reinforcements (if any)	
Excess Facilities (if any)	
Uneconomic Extensions (if any)	
Other Considerations/Special Items (if any)	
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.	
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Reinforcements; Excess Facilities; and Uneconomic Extensions. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations; Permit Obligations. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
 - a. In General. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the "Estimated Construction Cost"). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, and permitting, together with all incidental and overhead expenses connected therewith. "Trench and backfill in rock conditions" shall include any construction activities that require the use of special construction techniques or special equipment.
 - b. Special Provisions for Reinforcement. Any required Reinforcement other than for an LDC Customer shall generally recognize the provisions of the Policy in accordance with individual agreements between Applicant and Company based upon the amount, character, and permanency of the load. Where gas distribution system Reinforcement is required for serving an existing customer's gas service from Company, Company shall make such Reinforcement of the distribution system as follows:
 - i. Residential/Small Commercial Customers. If Applicant is a residential or small commercial customer that receives service under a rate schedule for which the Construction Allowance is

not based on the Peak Day Quantity (PDQ), related to its total load requirements (see Section 2 above), Company may make such Reinforcements at Company's expense.

- ii. Transportation Customers. If Applicant receives service under a rate schedule for which the Transportation Construction Allowance calculated pursuant to an associated Off-Site Distribution Main Extension Agreement is based on PDQ, such Reinforcement shall be an Off-Site Distribution Main Extension where the Construction Cost shall include Company's cost to reinforce the system, as well as the cost of new Distribution Extension Facilities necessary to serve the Customer's total load, less the applicable Transportation Credit for the added load.
 - iii. New Residential or Commercial Development. For purposes of this section, all Reinforcement for new residential or commercial development shall be considered non-residential and Applicant shall be responsible for Reinforcement costs.
 - iv. New Residential Single Customer. In the event that the Reinforcement is required only to serve a new residential customer's gas service for a single lot that is not part of a proposed new residential or commercial development, as shown on a final plat approved by Company, Company may make such Reinforcement at its expense, not including any applicable Residential Service Lateral costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, or Uneconomic Extensions, may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (0 x \$1,663)		\$ 0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction	Yes ☐ No ☒	\$86,017.20
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$86,017.20

7. Construction Allowance. The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per dekatherm demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated** (see Section 1 above).

To the extent applicable, the calculation of the Construction Allowance is as follows:

A	B	C	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Dekatherm Demand	Construction Allowance	Amount
Residential – On-Site Distribution					
1	Schedule RG	0		\$331	\$ 0.00
Commercial and Industrial – On-Site Distribution					
2	Schedule CSG		0.0	\$3.60/Dth	\$ 0.00
3	Schedule CLG		0.0	\$2.77/Dth	\$ 0.00
4	Schedule IG		0.0	\$0.82/Dth	\$ 0.00
5	CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 4)				\$ 0.00

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Main Extension Agreement, as set forth therein, provided that such Off-Site Distribution Main Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

8. Construction Payment.

- a. Permanent Service. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary On-Site Distribution Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$86,017.20
2	Construction Allowance (see Section 7 above)	\$ 0.00
3	Line 1 minus Line 2 CONSTRUCTION PAYMENT (If value is a negative number, then the Construction Payment shall be \$0, and the excess amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Main Extension Agreement.)	\$86,017.20

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
 - f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e, or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant ☐ **authorizes** / ☐ **does not authorize** Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
12. **Right-of-Way Agreement.** Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.

13. Conditions to Company Work Order, Scheduling, and Construction Commencement. The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:
- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
 - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
 - c. receipt of load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
 - d. receipt of confirmation from Applicant that Applicant has satisfied all construction obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company re-calculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120)-day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the gas supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's gas facilities are first connected to the gas facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth by the Company.
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification.. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims

consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. Disclaimer. Where natural gas service is to be supplied by Company from a transmission main that is not a Company-owned Transmission Main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult or impractical, in opinion of Company, to be continued.
21. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
22. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
23. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
24. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
25. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
26. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
27. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
28. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.

29. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
30. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
31. Amendment. This Agreement may not be amended except by written agreement between the Parties.
32. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 30, 31, and 32 of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this On-Site Distribution Extension Agreement (Gas) and accepts the cost of the Construction Payment of \$86,017.20 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: December 14, 2020

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Gas).

Company Representative	
Print Name: <u>Tillmon McSchooler</u> Title: Designer Thereafter Signature: <u>Tillmon McSchooler</u> Date: December 14, 2020	Mailing address: Xcel Energy 2538 BLICHMANN AVENUE Grand Junction, CO 81505 Phone: <u>970-244-2695</u> Email address: <u>tillmon.mcschooler@xcelenergy.com</u>
Applicant	
Print Name: _____ Title: _____ Signature: _____ Date: _____	Mailing address: CITY OF GRAND JUNCTION _____ _____ _____ Phone: _____ Email address: _____
Company Authorization	
Name: Sarah Darricau Title: Manager New Business Design Signature: <u>Sarah Darricau</u> Date: _____	

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (GAS)]



CONTINGENCY LIST

*CUSTOMER:	CITY OF GRAND JUNCTION
ADDRESS:	2581 RIVERSIDE PARKWAY
CITY:	GRAND JUNCTION
DESIGN NO:	971516
SN:	12024669

SIGNATURE** _____

DATE: _____

* Confidential Information

** Customer is to return copy of signed document to your Xcel Energy Representative

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company's Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.

- ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
- ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
- ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
- ❖ ☐ If checked, Customer has agreed to install sleeves at crossings (electric construction only).
- ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
- ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
- ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
- ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
- ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company's approval, if Customer elects to trim/clear the trees on Customer's own property, _____ will be deducted.
- ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
- ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer's sole cost. Customer must contact design engineer for bumper protection clearance requirements.
- ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or



during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - ☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- ☒ Town Permit
- ☐ County Permit
- ☐ State Highway Crossing Permit
- ☐ Railroad Crossing Permit
- ☐ Bureau of Land Management (BLM) Approval
- ☐ Grading and Drainage Permit
- ☐ Water Board Crossing
- ☐ Special Permit
- ☐ Corps of Engineer's Permit
- ☐ Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- ☐ Wheel Compaction 0 feet of trench
- ☐ 85% Standard Proctor Compaction 0 feet of trench
- ☐ 95% Standard Proctor Compaction 0 feet of trench
- ☐ 95% Modified Proctor Compaction 0 feet of trench
- ☒ Bore 200 feet of trench

CUSTOMER PROVIDED SERVICE LATERAL TRENCH AGREEMENT

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, d/b/a XCEL ENERGY and CITY OF GRAND JUNCTION, the applicant, agree to the following in order to provide utility service to: 2581 RIVERSIDE PARKWAY, GRAND JUNCTION.
(Customer Address)

The customer, or his agent, will dig and prepare a trench, which will be utilized by Xcel Energy to install gas and/or electric facilities in accordance to specifications provided by Xcel Energy. This work will be performed independently from Xcel Energy. The customer will not be subcontracting for or acting as a contractor for Xcel Energy. This policy will apply where the customer is the landowner and occupant and the type of service is: (X Appropriate Entry)

☐ Electric Underground Service Lateral Installation

☒ Natural Gas Service Pipe Installation

An Xcel Energy representative will determine the proposed route and termination points of the trench line and provide temporary markings of the location with stakes or paint.

The customer will be responsible for compensating Xcel Energy for installation costs in accordance with existing extension policies. The customer is also responsible for compensating Xcel Energy for costs associated with delays or additional work performed by Xcel Energy to correct any deficiencies caused by the customer's failure to comply with the applicable specifications provided.

The customer will be responsible for any and all damages to Xcel Energy facilities or any other utility caused by the customer or by the customer's agent during excavation or backfill operations.

All trench and backfill costs will be born by the customer, or his agent, and the customer/agent will be responsible for any trench failure and liability that may occur.

Tillmon McSchooler
Xcel Energy Designer

Mailing address: Public Service Company of Colorado
2538 BLICHMANN AVENUE
Grand Junction, CO 81505

Customer Info:
CITY OF GRAND JUNCTION

*Signature: _____ *Date: _____

*Print Name: _____ *Title: _____

*Mailing address: _____

*Confidential Information

GENERAL RESPONSIBILITIES

The customer will provide the entire trench on the customer's property from the approved meter location to the property line. It is recommended to trench up to within 3' of an existing gas and/or electric distribution source and then hand dig the remaining distance to the source when the gas or electric source is located within the property. Note: Prior to hand digging the last 3 ft. to the gas distribution source, the Customer is required to notify the Company so a qualified person is on site to direct and observe the excavation over the existing gas piping.

The bottom of the trench is to provide uniform support for the entire length of the gas or electric facility. The floor of the trench is to be undisturbed firm soil, free of rocks, with a consistent depth to uniformly support the gas and/or electric facilities. When rocky conditions exist, the customer will add 6" of select backfill to the floor of the trench as padding material. (CAUTION: the trench may need to be excavated an additional 4" by the customer to meet depth requirements.) The customer is to provide acceptable backfill or select fill (soil free of rocks and construction debris). Customer is required to have personnel and equipment on site at the time of installation to provide necessary lifts of select fill to accommodate the installation of all utilities in the trench per PSC standards. Frozen backfill will not be utilized.

Where there is more than fifteen (15) degrees slope on the trench line, the customer is to furnish an eight (8) foot wide flat bench.

The customer is responsible for obtaining all necessary utility locates before excavation begins. Xcel Energy and/or The Locate Center will not locate any customer owned utilities prior to construction.

The customer will be responsible to provide all necessary property pins and staking for the excavation.

Water, sewer, and other utilities, with the exception of joint trench installations, shall be installed prior to the gas and/or electric facilities. These utilities shall clear the outer edge of all electrical equipment by twelve (12) inches.

The foundation of the structure being served must be completed and backfilled. The distribution installation route must be within 6" (+/- 6") of final grade and free from obstructions.

The customer will provide a minimum of 3 working days notification for installation.

After excavation of the trench, the customer will contact Xcel Energy and obtain approval for facility installation. If the customer-dug trench does not meet the requirements, the customer will be notified of what specifications still need to be met. If Xcel Energy is required to move a crew more than once due to conditions caused by the customer, the customer will be charged a move-off move-on fee to be determined by local management.

The customer is to complete the backfill of the trench within 48 hours of the installation of Xcel Energy facilities. If the trench is not completely backfilled within 48 hours, Xcel Energy will backfill the trench and charge the customer the current costs but the customer will remain responsible for any future trench failures. An Xcel Energy gas employee must be present to witness the first lift of backfill over a gas service in both sole trench and joint trench situations.

The customer will provide adequate compaction to prevent excessive settling. If the cable and/or pipe are damaged during the backfill/compaction operations by the customer, the customer is responsible for actual repair costs.

If, in Xcel Energy's opinion, maintenance is required on the customer provided trench to protect the cable or pipe (due to grade change, settling of backfill, ditch washout, etc.), Xcel Energy will notify the customer that work is required and it will be the customers responsibility to perform this work. If work is not completed within 48 hours, Xcel Energy will perform the necessary work and charge the customer accordingly.

PLEASE NOTE: *Propane lines and customer owned conductor is not allowed in the same trench with Public Service Company facilities. Upon discovery of this condition, the customer is responsible for the relocation of their facilities.*

Only Public Utilities such as Cable TV and Telephone Companies that have a Joint Use Agreement and are located by the UNCC One Call System are allowed in this trench.

SOLE GAS TRENCH

Customer may trench no closer than 3 feet of an existing gas facility. The trench must be sufficiently deep to provide minimum cover of 24" over Xcel Energy facilities. Maximum depth is 4'. Minimum trench width is 8"; maximum trench width is 24", although actual width is dependent upon the pipe diameter. The Xcel Energy Representative will determine the depth and width required.

Qualified Xcel Energy personnel will provide and install the gas pipe and riser, tap the main, tie-in the service and shall inspect the first 4" to 8" of shading to cover the gas pipe. The customer will complete the backfill process.

SOLE ELECTRIC TRENCH

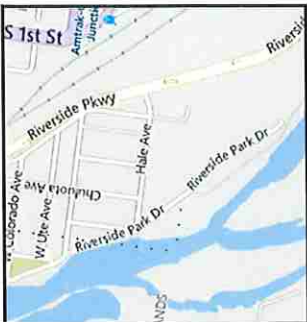
The trench must be sufficiently deep to provide minimum cover of 24" for service laterals. The minimum trench width is 8", maximum width is 24".

Xcel Energy will expose the existing electric source, provide and install the electric service, and assist in installing the first 4" to 8" of shading to cover the electric service. The customer will complete the backfill process.

JOINT GAS AND ELECTRIC TRENCH

The trench designed for vertical separation is the preferred Xcel Energy construction method. The trench must be sufficiently deep to provide minimum cover of 36" plus gas diameter to final grade. Trench width is approximately 18" minimum, 24" maximum. The Xcel Energy Representative will determine the depth and width required. Xcel Energy will provide and install the electric and gas service as needed. The customer will complete the backfill process and compaction process in 1-foot lifts. A qualified Xcel Energy employee will inspect the first lift of the backfill process.

NOTE: Customer is responsible for having equipment and manpower available on site during construction to coordinate the backfill process with Xcel Energy crews.



Work Order Information	
Service Request #	000000071516
Design Number	16450
Designer/Planner Name	McSchwiler, Timmon
Designer/Planner Ph #	970.344.2605
Manager Approval	
E: XCEL	G: XCEL
T: CenturyLink	C: Charter
Design Location	
Division	WESTERN REGION
County	Mea
City	GRAND JUNCTION
Address	Box Rise Phase II
T: 15	R: W S: 22
Map #	1125462 02
Permit	N/A
Electric	
Feeder	N/A
Voltage	N/A
Phase	N/A
Break Dev ID	
Gas	
System	Pounds Medium Pressure : 60PSIG
Size	4" & 2" Material : PED
Dead End	Main End Cap
Work Order #	
Date	10/14/2020
Sheet	1 Of
Scale	1" equals 100'



Xcel Energy

CONSTRUCTION USE ONLY
☐ NO CHANGES (BUILT AS DESIGNED)
☐ CHANGES MADE AS INDICATED
 (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

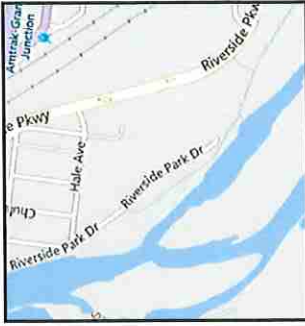
RFO _____
 FOREMAN _____
 TEAM LEADER _____



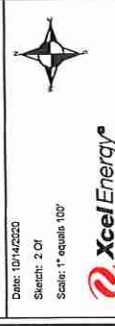
INSTALL:
 4" PE Main & Locate Wire. 1220'
 2" PE Main & Locate Wire. 8205'
 2-3/4" PE Service's. Tie to new 4" PE Main on Hale.

REMOVE/ABANDON:
 2" MW Main: 296'
 1 1/4" PE Main: 319'
 3/4" MW Main: 468'
 1/2" MW Service. 117'
 3/4" PE Service. 117'

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Work Order Information	
Service Request #	00000071516
Design Number	1450
Designer/Planner ID	McSchneider, Tillman
Designer/Planner Name	072.344.2695
Designer/Planner Ph #	
Manager Approval	
Joint Utility	
E: XCEL	G: XCEL
T: CenturyLink	C: Charter
Design Location	
Division	WESTERN REGION
County	Mojo
City	GRAND JUNCTION
Address	Box Rise Phase II
T: 1S	R: 1W
Map #	1125460 02
Permit	N/A
Electric	
Feeder	N/A
Voltage	N/A
Phase	N/A
Busbar Dev ID	
Gas	
System	Poured Medium Pressure : 60PSIG
Size	4" & 2" Material : PED
Dead End	Main End Cap
Work Order #	
Date	10/14/2020
Sheet	2 Of
Scale	1" equals 100'



CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

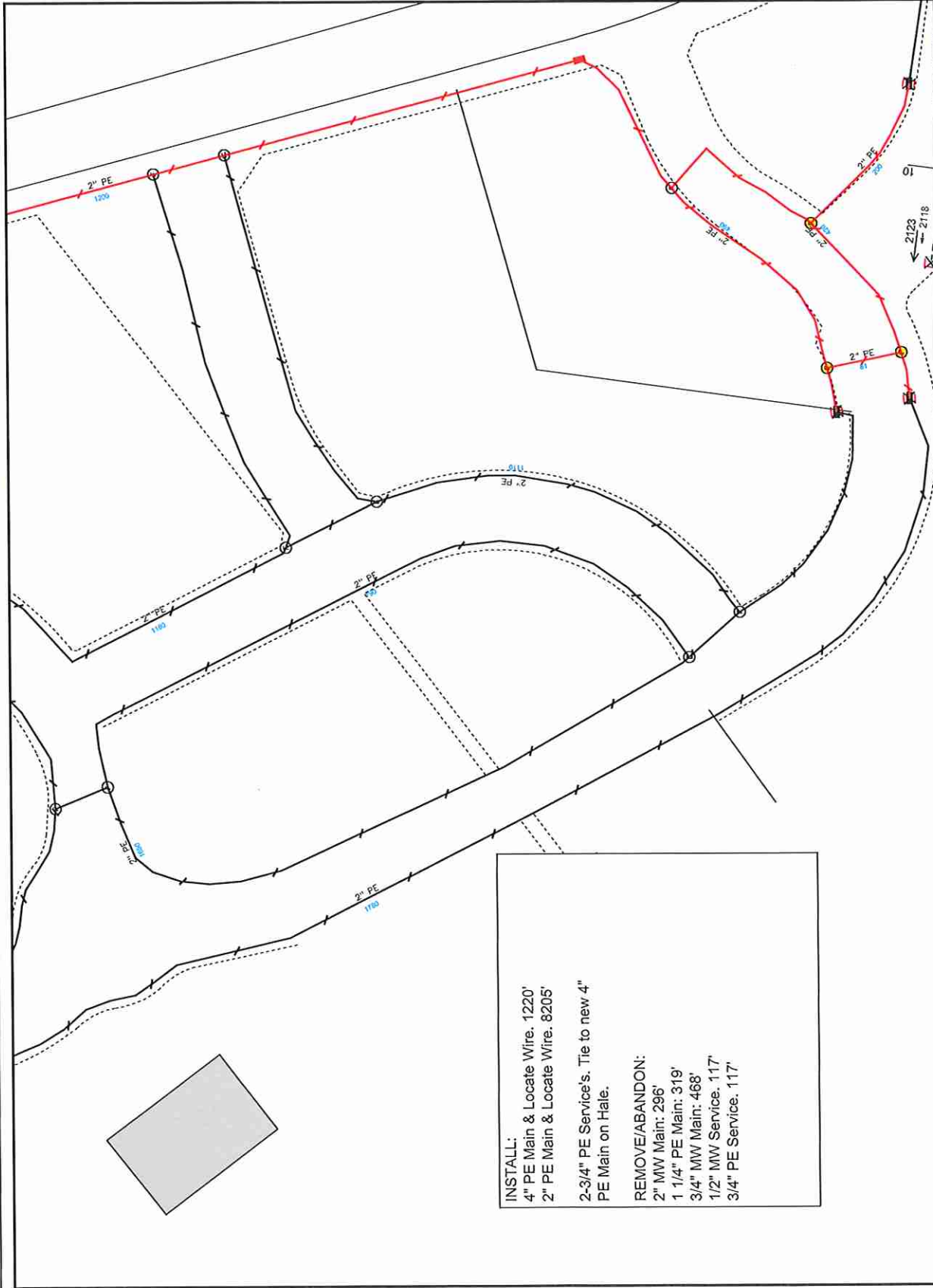
☐ CHANGES MADE AS INDICATED

(ALL JRD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____

FOREMAN _____ DATE _____

TEAM LEADER _____



INSTALL:
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3/4" PE Service. 117'

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☐ CHANGES MADE AS INDICATED

(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____ FOREMAN _____ DATE _____

TEAM LEADER _____



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: January 20, 2021

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Resolution Authorizing Application to Great Outdoors Colorado (GOCO) for the Blue Heron Trailhead and Boat Ramp Revitalization

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The City of Grand Junction, with City Council authorization, will be pursuing a Great Outdoors Colorado (GOCO) Resilient communities grant to improve, enhance and expand the Blue Heron Boat Ramp. GOCO has invested all of its funds in 2020-2021 into the Resilient Communities grant fund to help communities deal with the impact of the Pandemic.

Mesa County has seen the largest increase in park visitation during the pandemic of all counties in Colorado. Grand Junction's Parks and Recreation system has been impacted most significantly with a dramatic increase and overuse of the Colorado River. Consequently, this project proposes to renovate the antiquated and inadequate Blue Heron Trailhead and Boat Ramp to mitigate this impact and to meet this heightened demand. This would put the Blue Heron Boat Ramp on the same level as the Las Colonias Boat Ramp and able to handle the overuse it is currently experiencing. With both of the community's boat ramps being adequate, the increased demand may be handled and environmental benefit will be secured with river bank restoration and stabilization and mitigation of social trails.

This project does not compete with any other City of Grand Junction requests. This

resolution will provide authorization for a \$290,355 grant request to GOCO to renovate the Blue Heron Trailhead and Boat Ramp.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction requests a \$290,355 grant toward a \$591,941 renovation project. The GOCO grant would enable the re-construction of the Boat Ramp and parking including a new small craft put in, a new concrete boat ramp allowing safe and easy access and greatly expanded parking capacity.

The boat ramp is a part of the “String of Pearls” along the river corridor, a vision for stellar amenities close to town and along the Colorado River. This includes the other boat ramp in the City, the Las Colonias Boat Ramp, which was renovated in 2018. The Las Colonias Boat Ramp can handle this significant increase in demand for river access and utilization. The Blue Heron Boat Ramp cannot. The Blue Heron Boat ramp renovation would be enabled by this GOCO grant, which would mitigate the over-use that happened in 2020 at this boat ramp, and along the river in general.

The recently adopted 2021 Parks, Recreation and Open Space (PROS) Master Plan prescribes this project as one of the highest priorities community wide. Of all the possible facilities, river conservation, access and improvements is the 3rd highest articulated need in the statistically valid needs assessment survey (behind only the Community Center and Trail Improvements). This survey broadly represents the opinion of all Grand Junction residents. This is profound and indicative of community’s increasing embrace of its namesake with the confluence of the Colorado and Gunnison Rivers in a Grand Junction. Additionally, the plan has the pursuit of grants and fundraising as the second most preferred way to fund the priorities of the PROS Plan. Therefore, this project, the first to be pursued with the PROS plan adopted on January 6, 2021, makes progress on implementing the community’s vision for its parks and recreation system.

The Parks and Recreation Advisory Board has unanimously recommended and supported pursuit of this project at the December 15th, 2020 special meeting as shown by their attached letter of support.

FISCAL IMPACT:

This resolution will provide authorization for a \$290,355 grant request to GOCO to renovate the Blue Heron Trailhead and Boat Ramp. The total budget is \$591,941. Along with a matches of \$17,931 of in-kind from the City of Grand Junction Project Team, a request of \$5,000 from the Parks Improvement Advisory Board and \$1,000 from the Grand Valley Parks and Recreation Foundation, the City’s contribution from the Conservation Trust Fund derived from Lottery dollars is \$277,655. This makes the match 49%, which is competitive.

SUGGESTED MOTION:

I move to adopt Resolution No. 08-21, a resolution supporting the application for a Resilient Communities Grant from the State Board of the Great Outdoors Colorado Trust Fund for the Blue Heron Trailhead and Boat Ramp Revitalization.

Attachments

1. Preliminary Design Drawings
2. Redlands Parkway_Cost Opinion_1-14-21
3. PRAB Support Letter
4. Resolution
5. Project Budget

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION COLORADO RIVER
GRAND JUNCTION, CO
JANUARY 2021

CONTACTS

John Eklund, P.E.
Project Manager
City of Grand Junction
(970) 256-4110

Scott Prins, P.E.
Project Engineer
RiverRestoration.org, LLC.
(970)-947-9568

SHEET INDEX

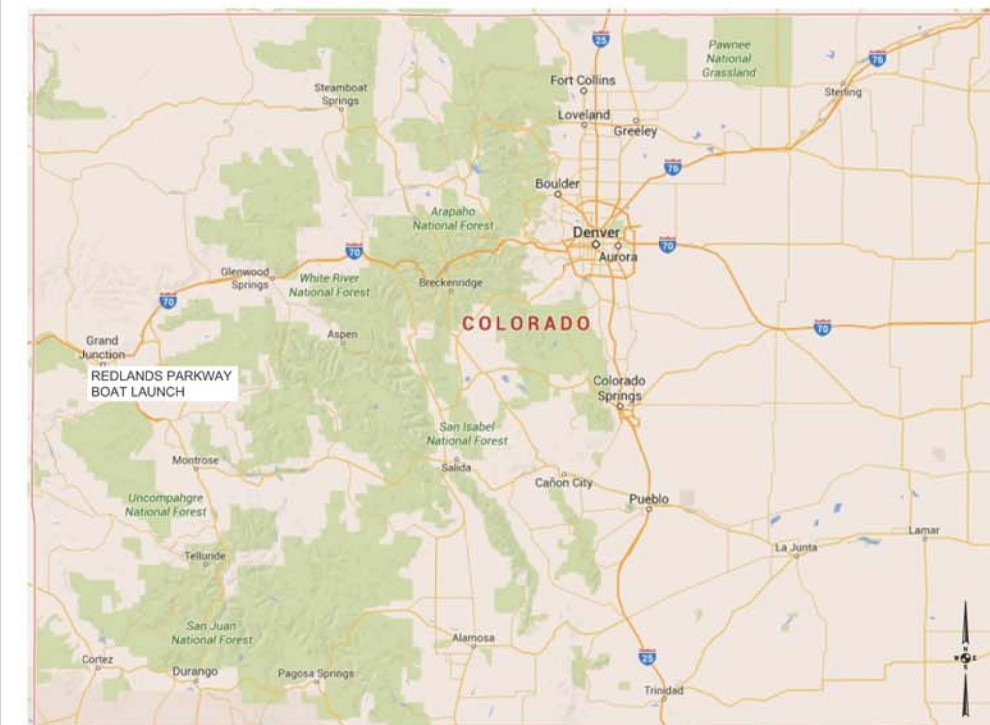
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LOCATION MAP



VICINITY MAP

State of Colorado



PROFESSIONAL ENGINEER STAMP

CONCEPT DESIGN
NOT FOR CONSTRUCTION

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
COVER SHEET

No.	REVISION/UPDATE	Date

CLIENT NAME AND ADDRESS



City of Grand Junction
Parks and Recreation
250 North 5th Street
Grand Junction, CO 81501
970.245.3866

DESIGN FIRM NAME AND ADDRESS



RiverRestoration
P.O. Box 248
Carbondale, CO 81623
www.RiverRestoration.org

PROJECT NAME AND ADDRESS

Redlands Parkway Boat Ramp and
Shoreline Improvements Project
Redlands Parkway Boat Ramp
Grand Junction, CO 81501

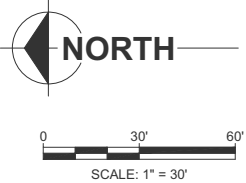
Project 38057	Sheet GO 1
Date JAN 2021	
Scale NTS	

NOT FOR CONSTRUCTION



CONSTRUCTION NOTES:

1. ALL CONCRETE LADEN WATER MUST BE CONTAINED OR EVAPORATED ONSITE AND NOT RETURNED TO THE COLORADO RIVER OR CONNECTING DRAINAGES
2. CONTRACTOR SHALL UPDATE CARE OF WATER PLANS PER ACTUAL IMPLEMENTATION
3. CONFORM TO ALL SPECIAL CONDITIONS AND ENCLOSURES OF PERMIT NUMBER SPK ##### PER LETTER DATED ##/##/2021
4. ALL STRUCTURAL COMPONENTS OF DESIGN TO BE REVIEWED AND STAMPED BY STRUCTURAL ENGINEER, WHICH INCLUDE:
 - DIMENSIONS AND SPECIFICATIONS OF SUBGRADE
 - DIMENSIONS AND SPECIFICATIONS OF CONCRETE AND REBARTHESE DESIGN DETAILS AND QUANTITIES SUBJECT TO CHANGE THROUGH ISSUED ADDENDA



NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER STAMP

CONCEPT DESIGN
NOT FOR CONSTRUCTION

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
EROSION CONTROL AND CARE OF
WATER PLAN

No.	REVISION/UPDATE	Date

CLIENT NAME AND ADDRESS



City of Grand Junction
Parks and Recreation
250 North 5th Street
Grand Junction, CO 81501
970.245.3866

DESIGN FIRM NAME AND ADDRESS



RiverRestoration
P.O. Box 248
Carbondale, CO 81623
www.RiverRestoration.org

PROJECT NAME AND ADDRESS

Redlands Parkway Boat Ramp and
Shoreline Improvements Project
Redlands Parkway Boat Ramp
Grand Junction, CO 81501

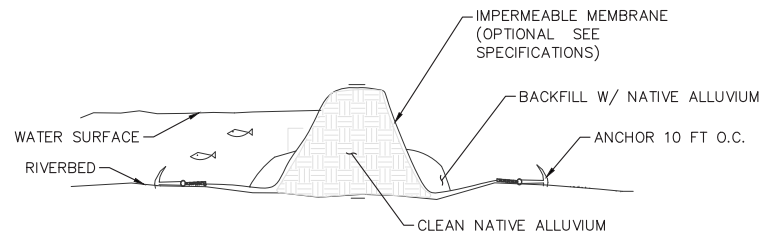
Project
38057

Date
JAN 2021

Scale
1" = 30'

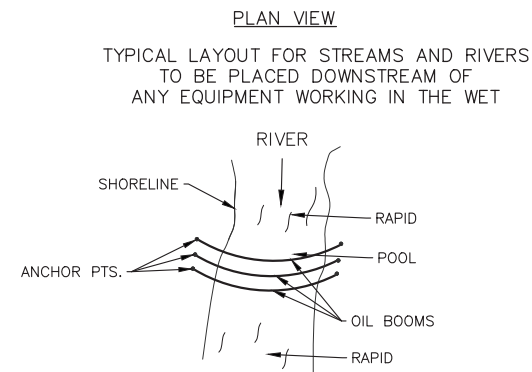
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ECO I



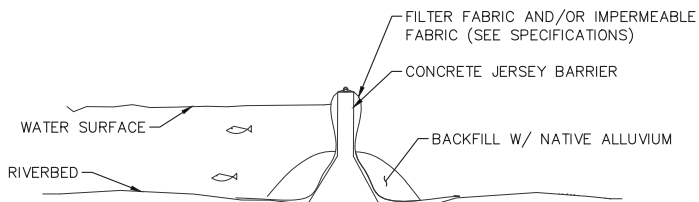
ALLUVIAL COFFER (TYP.)
SECTION VIEW-NTS

1
EC02



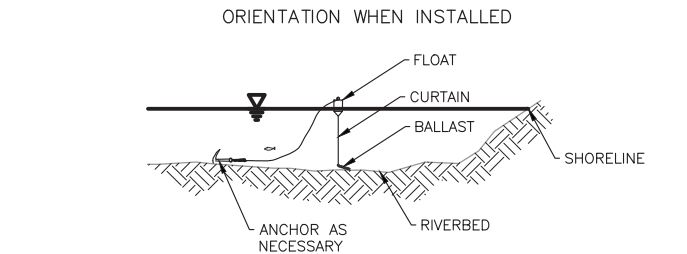
OIL BOOM (TYP.)
PLAN VIEW-NTS

2
EC02

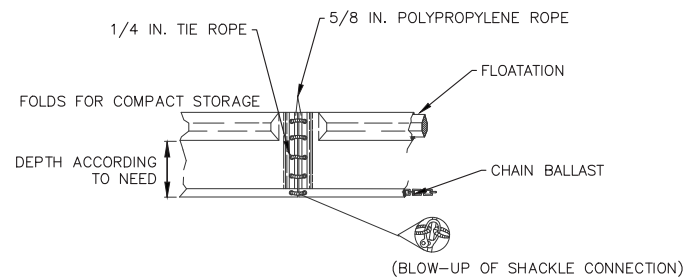


CONCRETE BARRIER COFFER DAM (TYP.)
SECTION VIEW-NTS

3
EC02

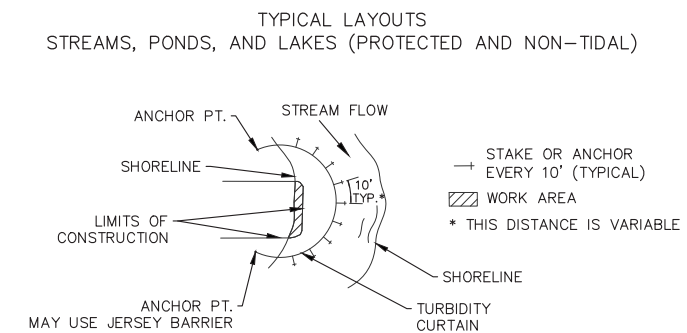


TURBIDITY CURTAIN (TYP.)
SECTION VIEW-NTS



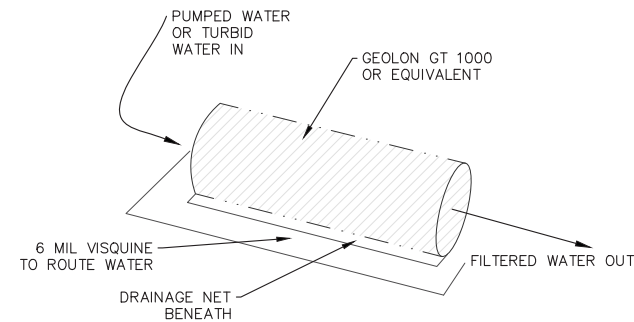
SILTMASER II PERMEABLE GEOTEXTILE
DREDGE BARRIER NON-WOVEN DBNW
BY PARKERSYSTEMS OR EQUIVALENT

TURBIDITY CURTAIN (TYP.)
PROFILE VIEW-NTS



TURBIDITY CURTAIN (TYP.)
PLAN VIEW-NTS

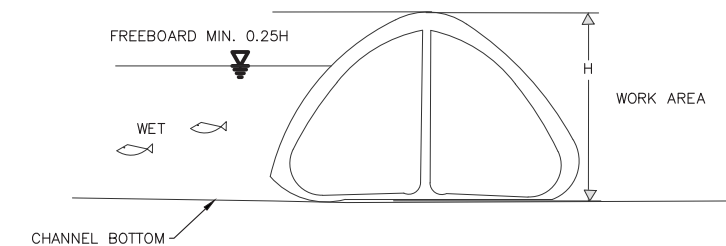
4
EC02



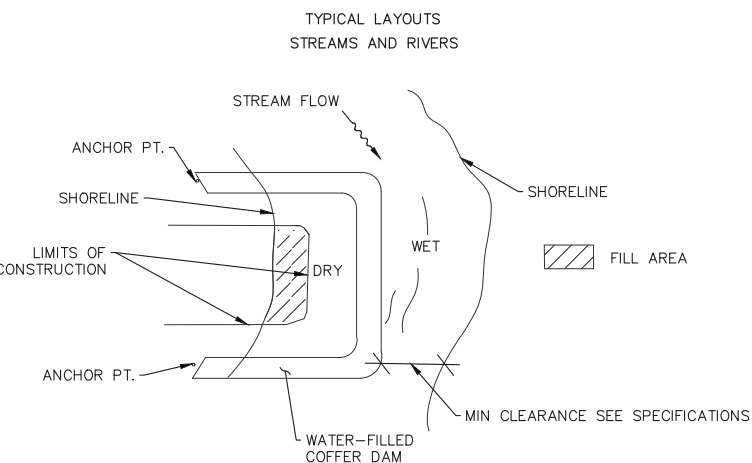
TO BE USED TO FILTER ALL PUMPED WATER

GEO-TUBEFILTER (TYPICAL)
NTS

5
EC02



WATER FILLED COFFER DAM (TYP.)
SECTION VIEW-NTS



WATER FILLED COFFER DAM (TYP.)
PLAN VIEW-NTS

6
EC02

NOT FOR CONSTRUCTION

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REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
EROSION CONTROL AND
CARE OF WATER DETAILS

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COLORADO

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RIVER
RESTORATION

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PROJECT NAME AND ADDRESS

Redlands Parkway Boat Ramp and
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Redlands Parkway Boat Ramp
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Project

38057

Date

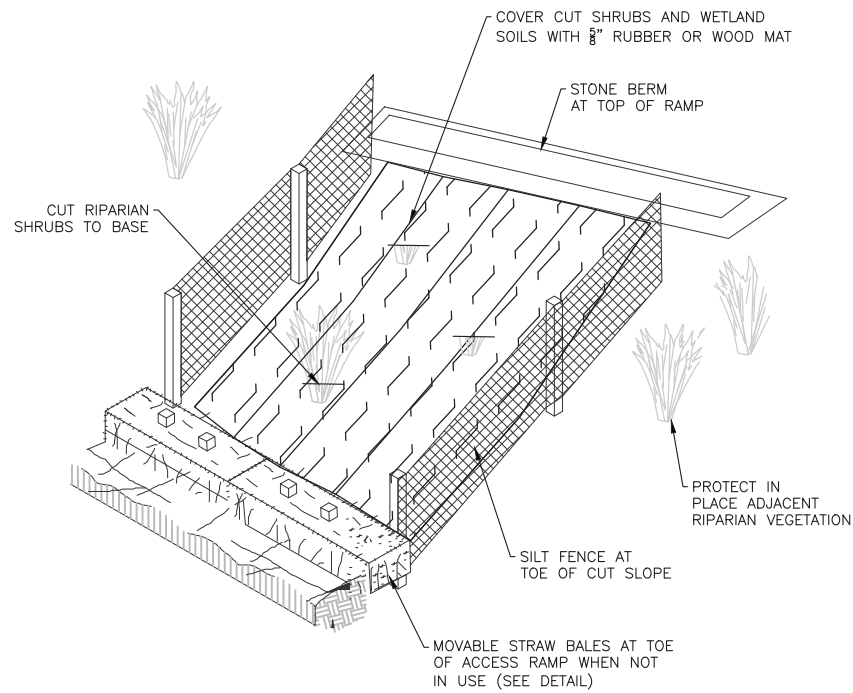
JAN 2021

Scale

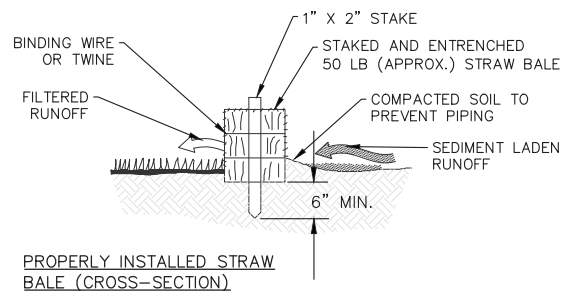
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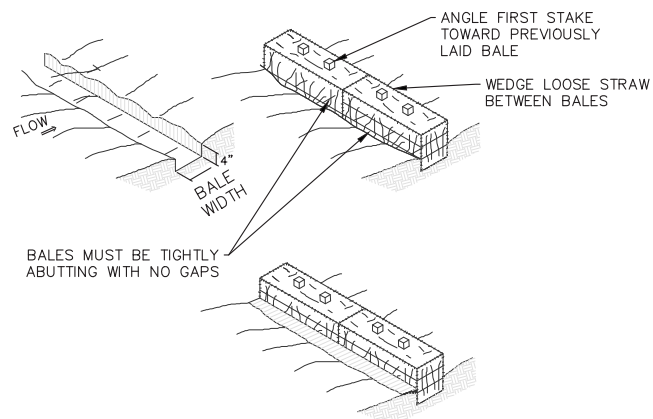
EC02



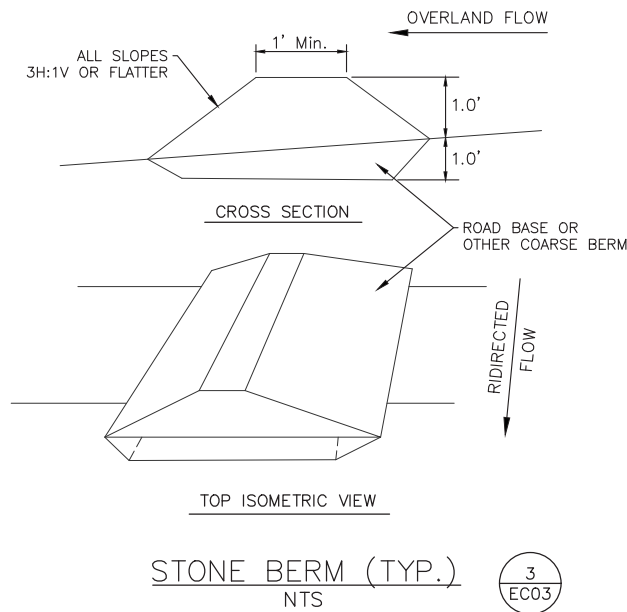
TEMPORARY EQUIPMENT ACCESS (TYP.)
NTS



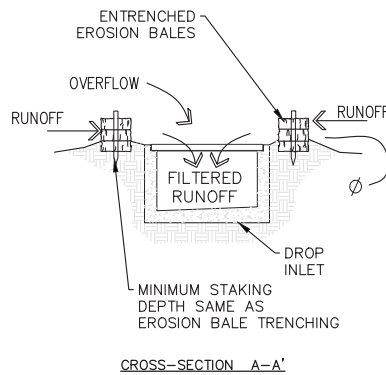
INSTALLATION STEPS:
1. EXCAVATE THE TRENCH 2. PLACE AND STAKE STRAW BALES



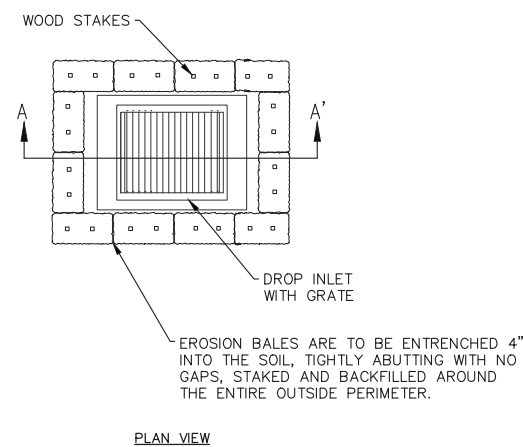
STRAW BALE (TYP.)
NTS



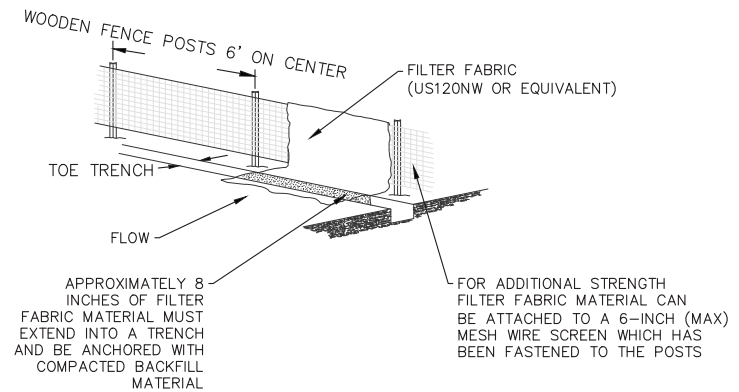
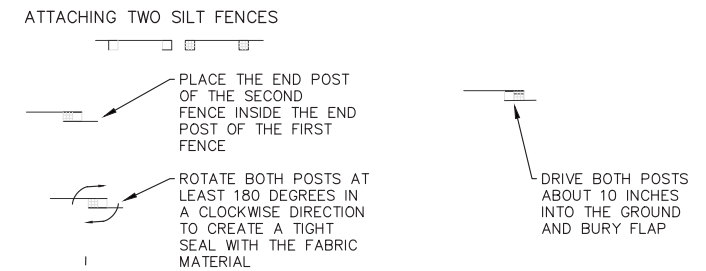
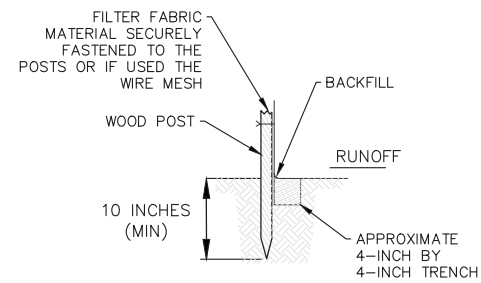
STONE BERM (TYP.)
NTS



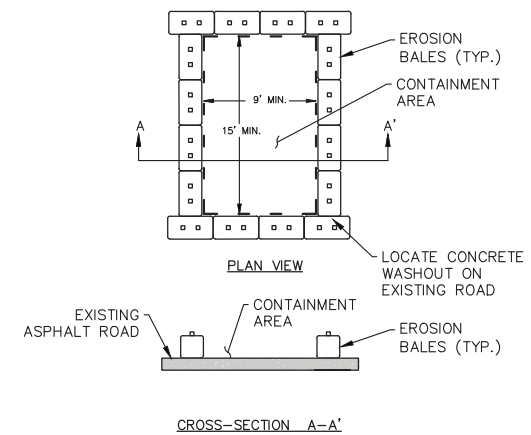
DROP INLET EROSION BALE FILTER
CROSS SECTION VIEW-NTS



DROP INLET EROSION BALE FILTER
PLAN VIEW-NTS



SILT FENCE (TYP.)
NTS



CONCRETE WASHOUT (TYP.)
NTS

NOT FOR CONSTRUCTION

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EROSION CONTROL AND
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Project
38057

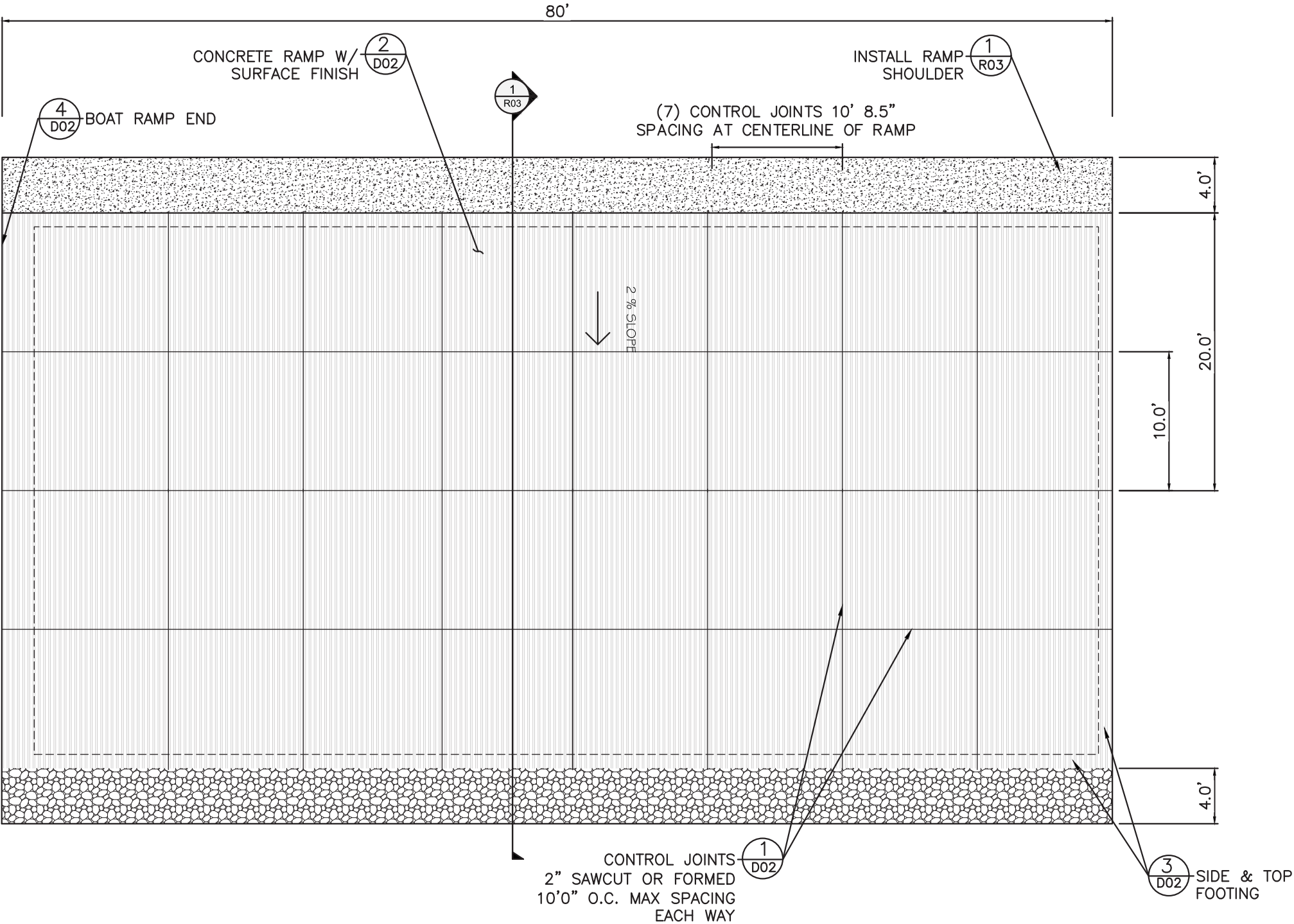
Date
JAN 2021

Scale
NTS

Sheet
EC03

FOUNDATIONS & CONCRETE

1. Foundations have been designed based on the study by Huddelston-Berry dated August 3, 2018 (Job number 00208-0086). The Contractor shall notify a representative of the Geotechnical Engineer upon initial excavation in order to certify the excavated conditions. If findings differ from the originally anticipated conditions and/or design modifications are required, the Engineer shall be promptly notified in order that any revisions may be made prior to proceeding with construction. All construction shall be in conformance with the recommendations of the soils report.
2. All bottom of footing or slab turn-down edge elevations shall be a minimum of 24" below grade or local frost cover requirements if greater. Elevations referenced herein are for reference only; final elevations to be determined by field conditions and Geotechnical Engineer determinations.
3. Prior to placement of structural reinforcement, subgrade preparation shall be tested and approved by the Geotechnical Engineer.
4. Slab shall be placed on a minimum of 36" structural fill with the top 12" consisting of CDOT Class 6 road base.
5. Concrete mix shall be CDOT Class P with compressive strength (F'c) at 28 days of 4,500 psi and using Type I or II sulfate resistant cement.
6. Reinforcing steel shall be high strength deformed bars in compliance with ASTM A-615. Yield strength (Fy) shall be 60 ksi. All bars shall be epoxy coated.
7. Unless noted otherwise or prohibited, lap length of reinforcement steel shall be 52 db (bar diameters).
8. Expansion control joints shall be spaced at a maximum of 10' in each direction. Slab may be poured continuously and sawcut within 12 hours to 2" depth and sealed.
9. Cold joints or construction joints shall be pre-approved by the Engineer in advance
10. All exposed concrete edges shall have a minimum of 3/4" chamfer or 1/2" tooled round unless noted otherwise.
11. Contractor is required to provide capability of staking stations and offsets of the boat ramp alignment real time during construction with total station or survey grade gps. See specifications, section 2 for more details.



1 D01 BOAT RAMP DETAIL

NOT FOR CONSTRUCTION

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NOT FOR CONSTRUCTION

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
BOAT RAMP DETAILS I

No.	REVISION/UPDATE	Date

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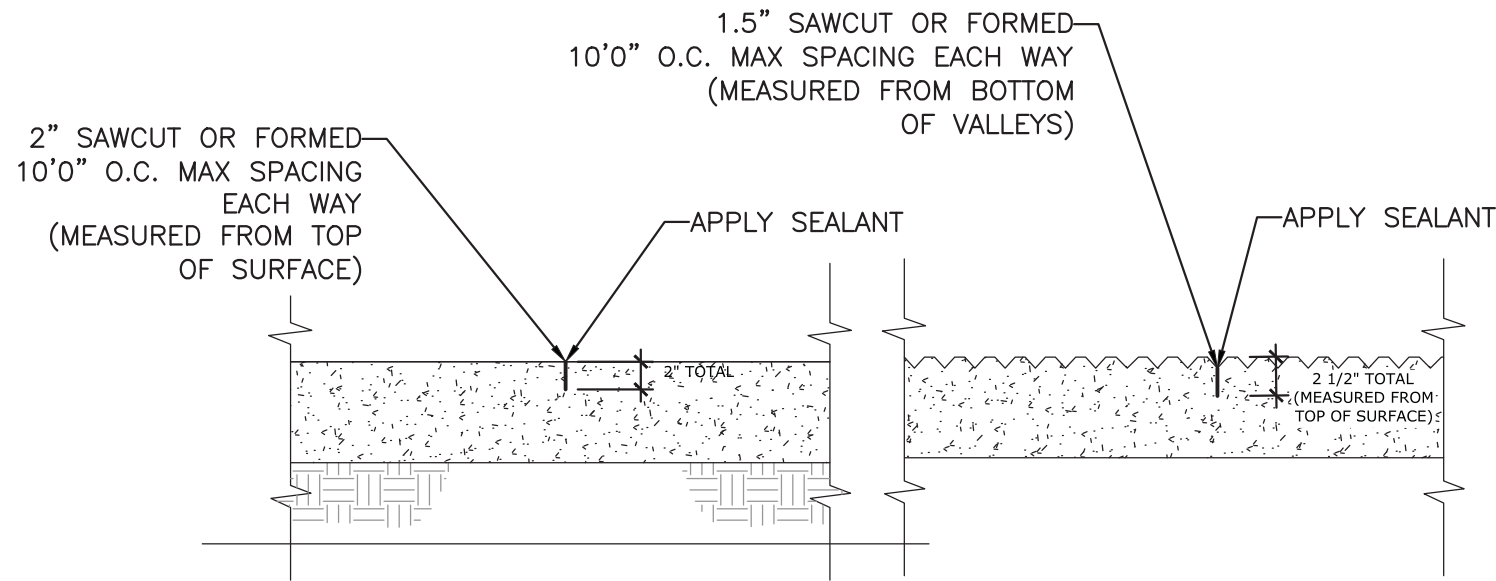
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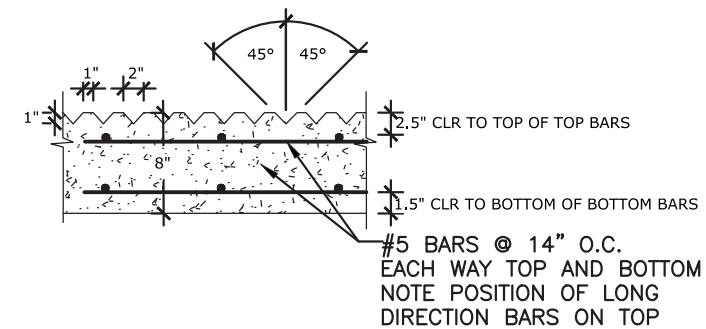
PROJECT NAME AND ADDRESS

Redlands Parkway Boat Ramp and
Shoreline Improvements Project
Redlands Parkway Boat Ramp
Grand Junction, CO 81501

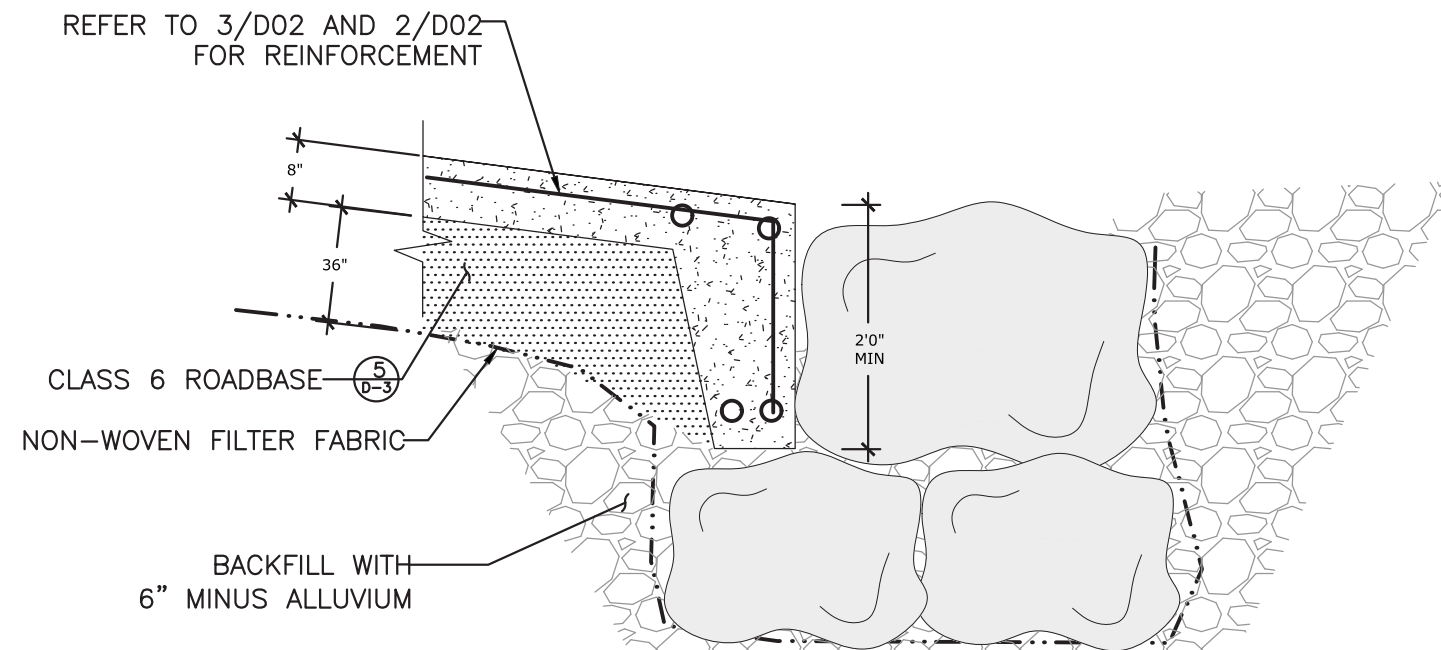
Project 38057	Sheet DO I
Date JAN 2021	
Scale NTS	



1 CONTROL JOINT
D02 SECTION

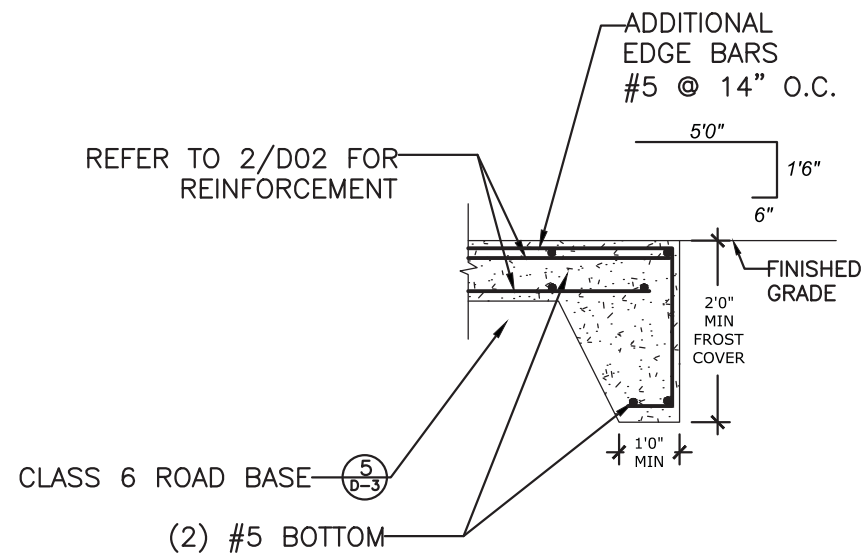


2 CONCRETE RAMP SURFACE FINISH
D02 SECTION



4 BOAT RAMP END
D02 SECTION

NOTE:
ONLY REMOVE EXISTING BOULDER TOE
TO ELEVATION OF BOTTOM OF
CONCRETE FOOTER RE-PURPOSE
BOULDER IF SPECIFICATION ARE MET
(SEE TECHNICAL SPECIFICATION FOR
MORE INFORMATION)



3 SIDE & TOP EDGE FOOTING
D02 SECTION

NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER STAMP

CONCEPT DESIGN
NOT FOR CONSTRUCTION

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
BOAT RAMP DETAILS 2

No.	REVISION/UPDATE	Date

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CITY OF Grand Junction
COLORADO

City of Grand Junction
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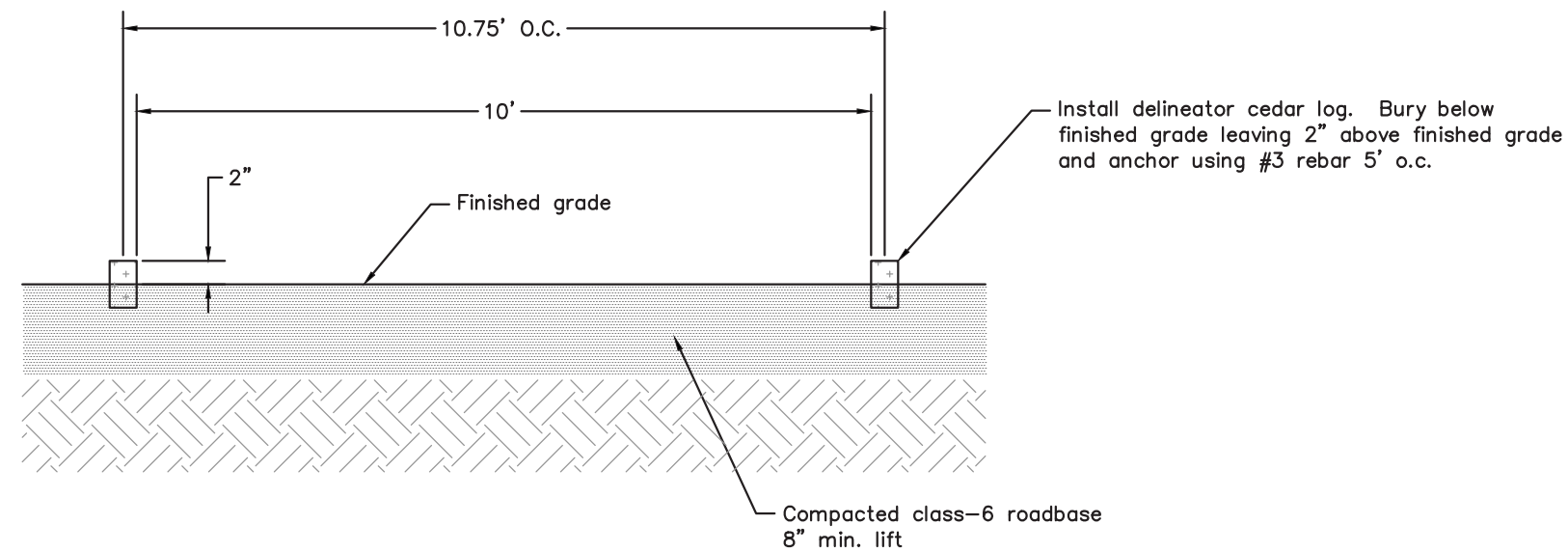
Project
38057

Date
JAN 2021

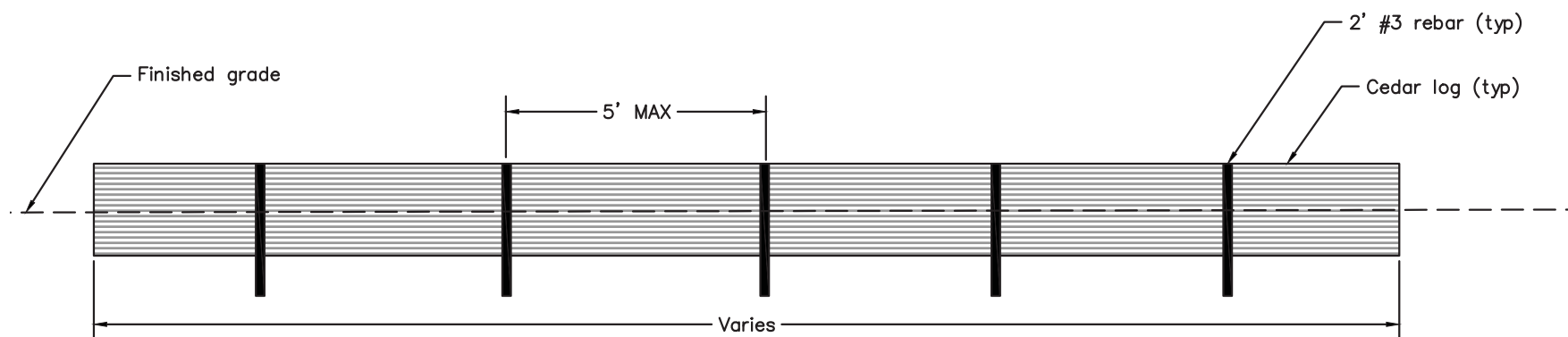
Scale
NTS

Sheet
D02

- Note:
1. Install 2' #3 rebar evenly spaced through cedar log to fasten to ground 5' o.c.
 2. Set top of rebar even with top of wood



Parking Stall Cross-Section



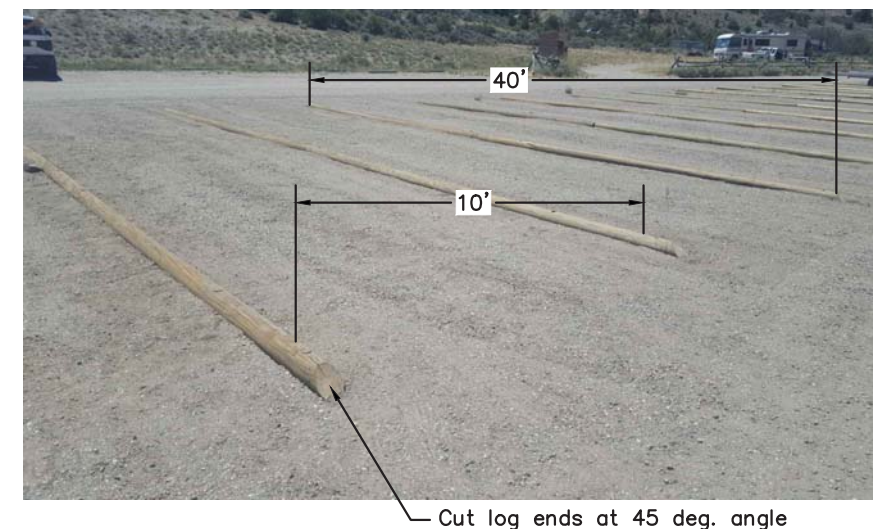
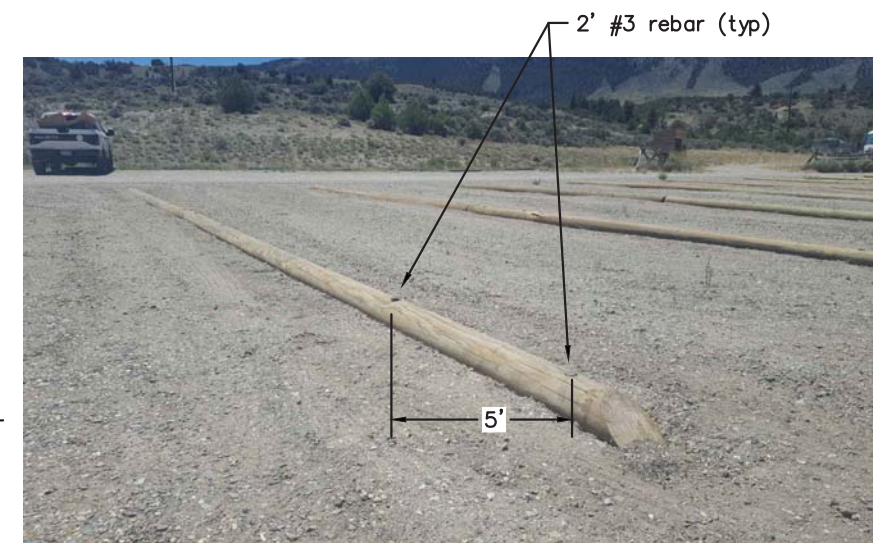
Cedar Log Cross-Section

1
D03

PARKING STALL DETAIL

CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO PROVIDE CAPABILITY OF STAKING STATIONS AND OFFSETS OF THE BOAT RAMP ALIGNMENT REAL TIME DURING CONSTRUCTION WITH TOTAL STATION OR SURVEY GRADE GPS. SEE SPECS, SECTION 2 FOR MORE DETAILS.
2. ALL STRUCTURAL COMPONENTS OF DESIGN TO BE REVIEWED AND STAMPED BY STRUCTURAL ENGINEER, WHICH INCLUDE:
 - DIMENSIONS AND SPECIFICATIONS OF SUBGRADE
 - DIMENSIONS AND SPECIFICATIONS OF CONCRETE AND REBARTHESE DESIGN DETAILS AND QUANTITIES SUBJECT TO CHANGE THROUGH ISSUED ADDENDA



PROFESSIONAL ENGINEER STAMP

CONCEPT DESIGN
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REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
PARKING STALL DETAIL

No. REVISION/UPDATE Date

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Grand Junction, CO 81501

Project
38057

Date
JAN 2021

Scale
NTS

Sheet

D03

NOT FOR CONSTRUCTION

Notes:

1. Erosion Control Material Must Be Placed Loosely Over Ground Surface. Do Not Stretch.
2. Excavate A 6" Wide By 6" Deep Trench Along The Top Of The Slope. The Trench Shall Run Along The Length Of The Installation. Staple Blanket Along Bottom Of Trench, Fill With Compacted Soil, Overlap Blanket Towards Toe Of Slope, And Secure With Staples Every 2'.
3. Upstream and downstream extents of erosion control blankets shall be finished with a 6" wide by 6" deep trench running down bank at extents of limits shown in plan.

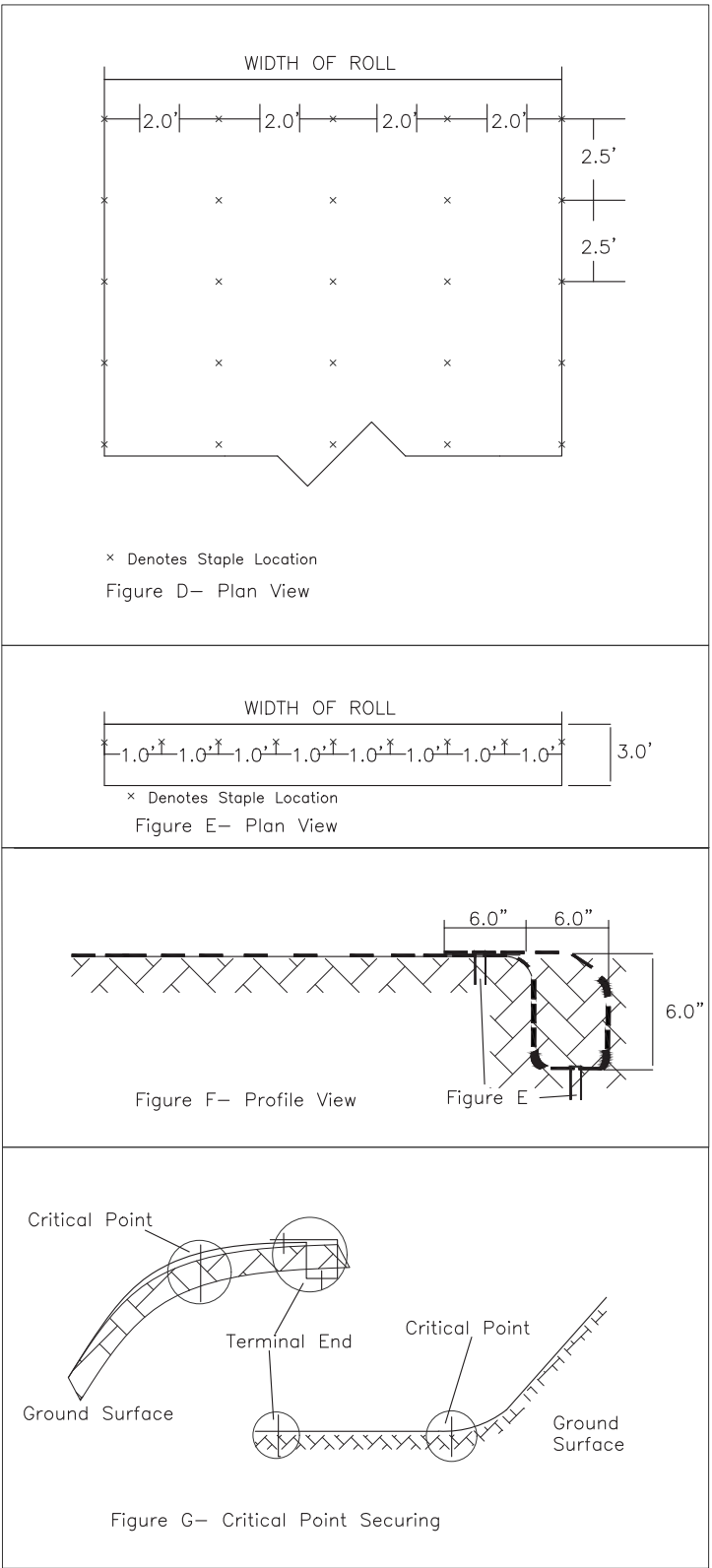
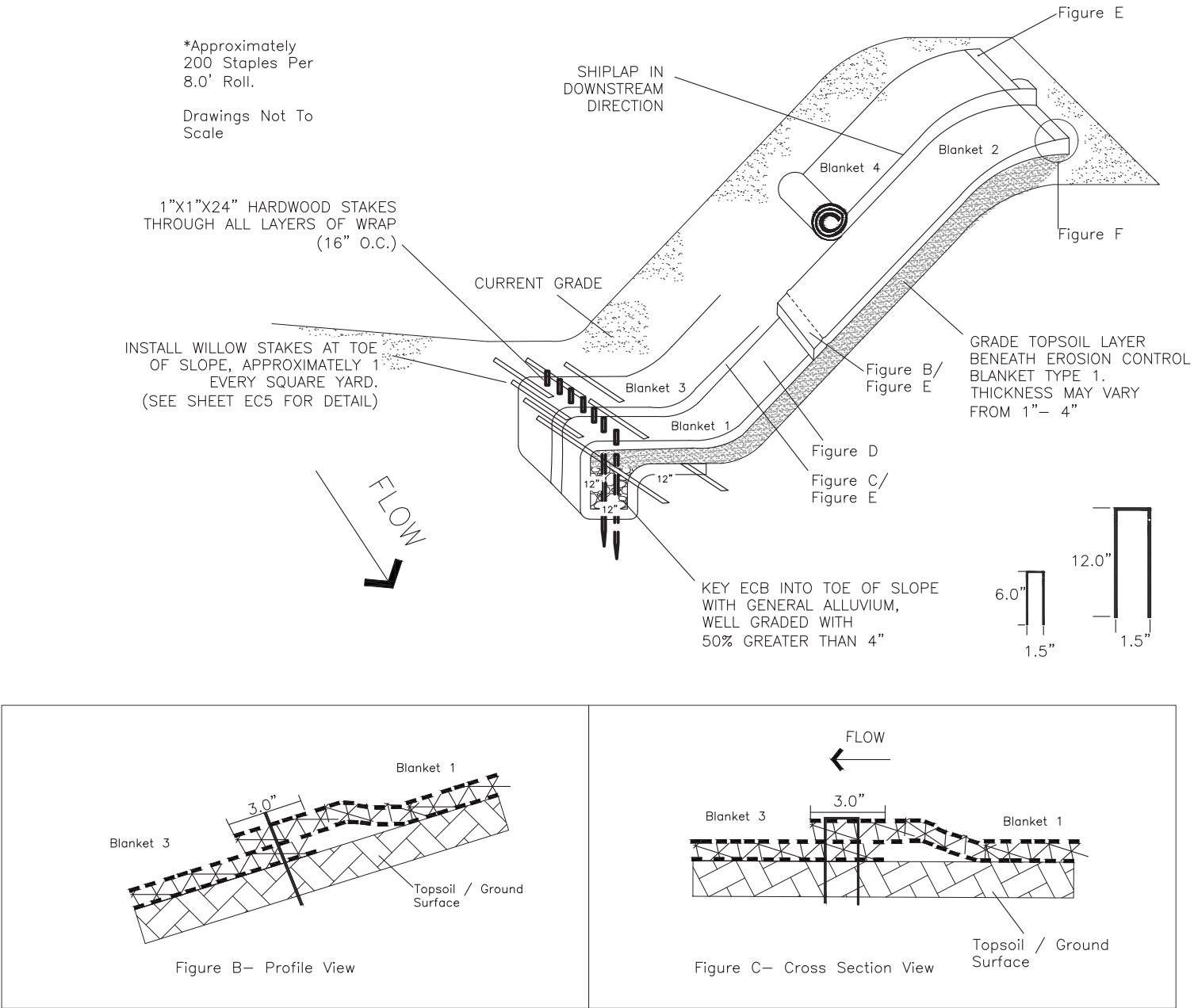
MATERIAL SPECIFICATION

EROSION CONTROL BLANKETS SHALL BE EROSION CONTROL BLANKET C32 BD OR APPROVED EQUIVALENT.

THE APPROVED EQUIVALENT SHALL BE ALL NATURAL, DOUBLE NETTED, 100% BIODEGRADABLE BLANKET OF COCONUT (COIR) FIBER.

IT SHALL HAVE A FUNCTION LONGEVITY OF UP TO 36 MONTHS. MINIMUM TENSILE STRENGTH SHALL BE 19.9 LBS/IN AND 11.9 LBS/IN (ASTM D6818) IN THE MACHINE AND TRANSVERSE DIRECTION, RESPECTIVELY.

THE MATTING SHOULD BE CAPABLE OF WITHSTANDING SHEER STRESS OF AT LEAST 2.90 LBS/SQFT AND FLOW VELOCITY AT LEAST OF 10 FT/SEC.



EROSION CONTROL BLANKET (ECB) INSTALLATION ACROSS BANK

NTS

NOT FOR CONSTRUCTION

PROFESSIONAL ENGINEER STAMP

CONCEPT DESIGN
NOT FOR CONSTRUCTION

REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
EROSION CONTROL BLANKET
INSTALLATION DETAIL 1

No.	REVISION/UPDATE	Date
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Grand Junction, CO 81501

Project

38057

Date

JAN 2021

Scale

NTS

Sheet

DO4

Notes:

1. Erosion Control Material Must Be Placed Loosely Over Ground Surface. Do Not Stretch.
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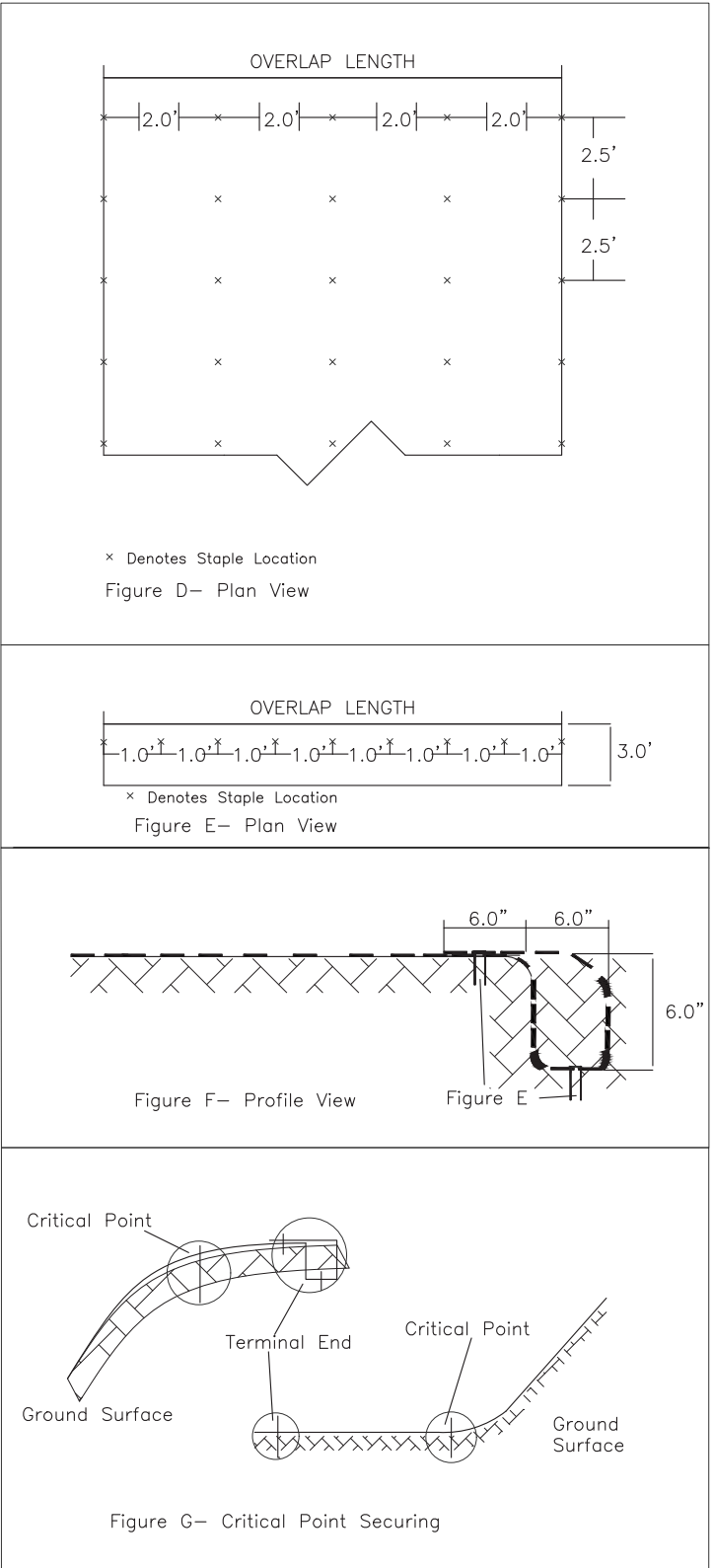
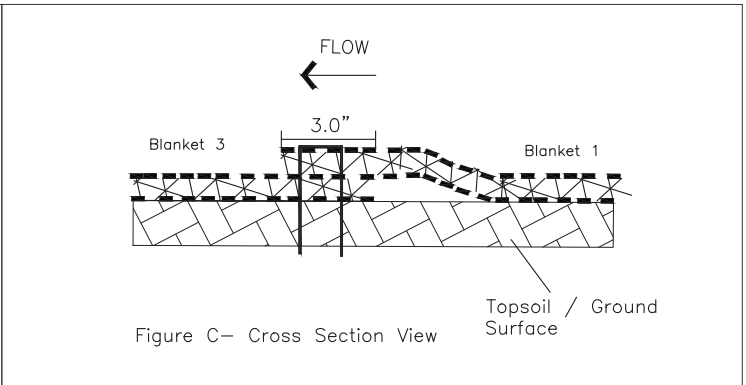
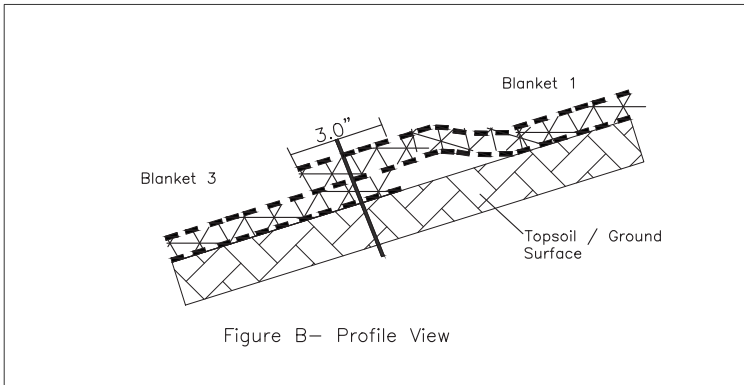
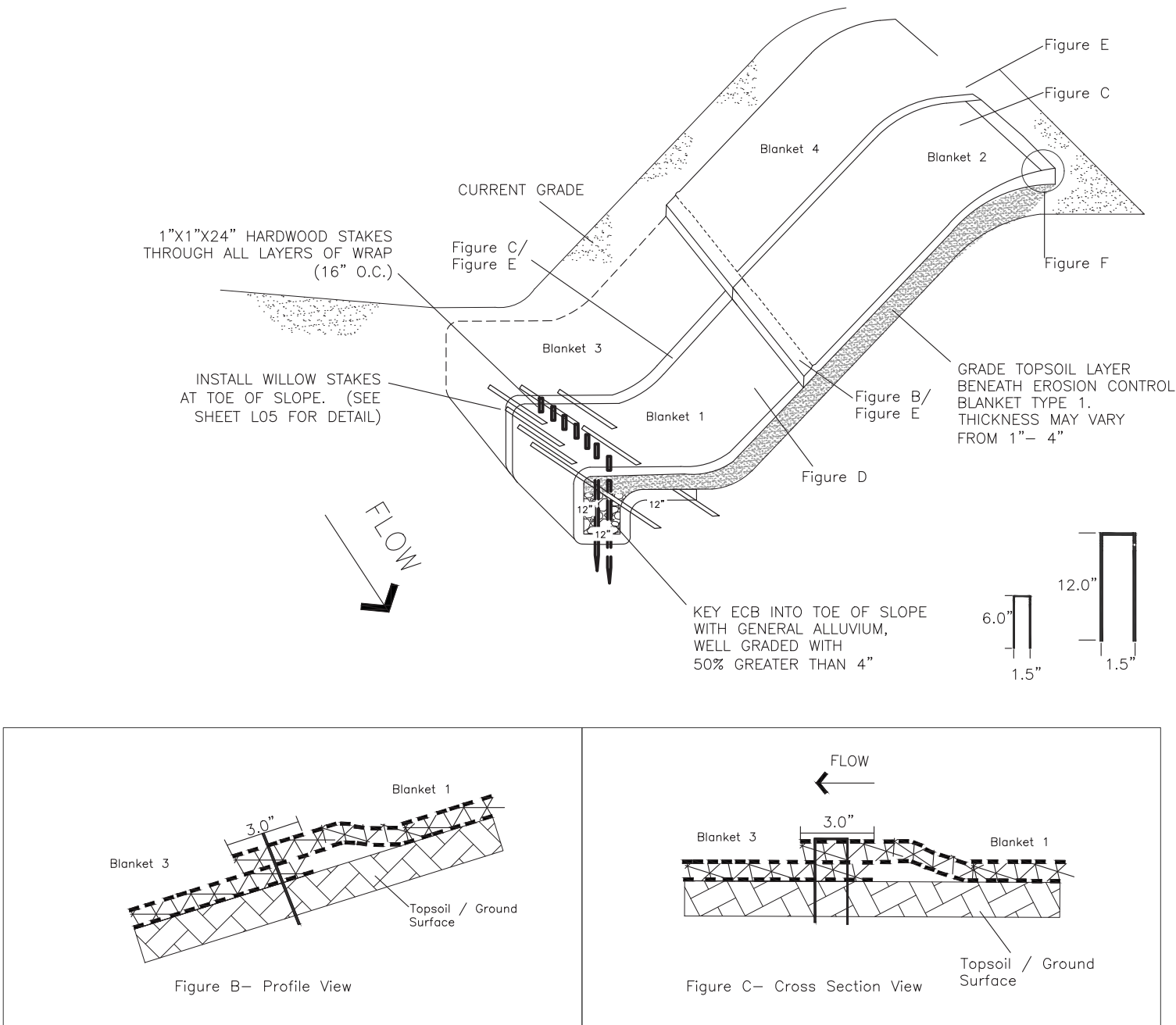
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EROSION CONTROL BLANKET (ECB) INSTALLATION ALONG BANK
NTS

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REDLANDS PARKWAY SHORELINE AMENITIES
AND BANK STABILIZATION
EROSION CONTROL BLANKET
INSTALLATION DETAIL 11

No.	REVISION/UPDATE	Date
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Project 38057	Sheet D05
Date JAN 2021	
Scale NTS	

ITEM	DESCRIPTION	Units	Estimated Quantity	Unit Price 2018 (average from 2018 bids)	Unit Price 2021 (4% markup from 2018)	Total
A	Preconstruction Services					
1	Mobilization, General Conditions & Best Management Practices	LS	1	NA	\$25,000.00	\$25,000.00
2	Construction Survey/Stake/As-Built	NA	NA	NA		NA
3	Traffic Control	LS	1	\$500.00	\$520.00	\$520.00
				Sub Total		\$25,520.00
B	Erosion Control and Care of Water					
4	General Staging Area BMPs	LS	1	\$6,560.00	\$6,822.40	\$6,822.40
5	Care of Water (COW) Practices	LS	1	\$45,968.00	\$47,806.72	\$47,806.72
				Sub Total		\$54,629.12
C	BOAT RAMP CONSTRUCTION AND SITE IMPROVEMENTS					
6	Clear and grub site	SF	85,000	\$0.14	\$0.15	\$12,552.80
7	Unclassified Bank and Upland Excavation	CY	2,260	\$5.15	\$5.36	\$12,104.56
8	Stockpile excavated material onsite for backfilling	CY	215		\$5.00	\$1,075.00
9	Haul-off and dispose of excess excavation	CY	2,045		\$10.00	\$20,450.00
10	Scarify and Recompact Subgrade (Depicted Parking Area & Under Concrete)	SF	68,500	\$0.19	\$0.20	\$13,535.80
11	Furnish and Compact 8" min. of CDOT Class-6 Road Base (Depicted Parking Area)	TONS	2,192	\$21.22	\$22.07	\$48,380.01
12	Furnish and Install 6" Concrete Sidewalk, Including Curb and Gutter	CY	44	\$323.62	\$336.56	\$14,833.78
13	Furnish and Install Parking Delineation	LF	2,280	\$20.33	\$21.14	\$48,199.86
14	98% Compacted Subgrade on Undisturbed Alluvium (Boat Ramp)	SF	3,834	\$1.06	\$1.10	\$4,226.60
15	Furnish and Compact 12" CDOT Class-6 Road Base (Boat Ramp)	TONS	237	\$25.49	\$26.51	\$6,286.49
16	Furnish and Compact 24" Pit-run Structural Fill (Boat Ramp)	TONS	695	\$25.00	\$26.00	\$18,079.67
17	Reinforced Concrete Cast in Place and Texture Boat Ramp (8" Thick Slab)	CY	79	\$428.60	\$445.74	\$35,219.28
18	Furnish and Install 3" Minus Ramp Shoulder (8" depth)	CY	11	\$66.84	\$69.51	\$784.39
19	Furnish and Install 12" Minus Ramp Shoulder (18" depth)	CY	25	\$78.30	\$81.43	\$2,067.47
20	Furnish and Import Boulder for Ramp Toe, terraced access, and bank stabilization	TONS	1,462	\$54.96	\$57.16	\$83,565.58
21	Place Boulder for Ramp Toe, terraced access, and bank stabilization	TONS	1,462	\$44.81	\$46.61	\$68,136.51
22	Furnish and Install Non-woven Filter Fabric	SY	1,096	\$5.38	\$5.60	\$6,131.41
23	Furnish and Place Landscape Boulder in Parking Area	TONS	181	NA	\$75.00	\$13,600.00
24	Remove Cable Fencing Barrier	LF	1,465	NA	\$3.00	\$4,395.00
25	Picnic Area or Rigging Station	EA	5	NA	\$2,000.00	\$10,000.00
26	Furnish and Install Boat Staging Tie-offs	EA	4	\$270.05	\$280.85	\$1,123.41
27	Topsoil, Seeding, and Planting	LS	1	\$11,041.09	\$11,482.74	\$11,482.74
28	Furnish and Install Erosion Control Blankets	SY	771	\$3.91	\$4.06	\$3,131.17
29	Irrigation	LS	1	\$5,000.00	\$5,200.00	\$5,200.00
				Sub Total		\$444,561.32
				Total		\$524,710.44
D	ADD-ALT: CONCRETE TURN-AROUND ABOVE RAMP					
30	Unclassified Bank and Upland Excavation	CY	483	\$5.15	\$5.36	\$2,588.14
31	Haul-off and dispose of excess excavation	CY	483		\$5.00	\$2,416.11
32	98% Compacted Subgrade on Undisturbed Alluvium (Turn-around)	SF	4,349	\$1.06	\$1.10	\$4,794.34
33	Furnish and Compact 12" CDOT Class-6 Road Base (Turn-around)	TONS	269	\$25.49	\$26.51	\$7,130.92
34	Furnish and Compact 24" Pit-run Structural Fill (Turn-around)	TONS	515	\$25.00	\$26.00	\$13,401.36
35	Reinforced Concrete Cast in Place and Texture Turn-around (8" Thick Slab)	CY	107	\$428.60	\$445.74	\$47,865.20
				Sub Total		\$78,196.07
				Total with Add-Alt		\$602,906.51

12/23/20

To Whom It May Concern:

I am writing on behalf of Grand Junction Park and Recreation Advisory Board (PRAB) regarding the Redlands Parkway Boat Ramp Project. PRAB is a group of volunteer resident advisors appointed by the City Council to help advise the Council on the most pressing needs within the Parks and Recreation system. We take pride in being actively engaged in helping Parks and Recreation to be the best it can be.

At our meetings on 9/3/20 and 12/15/20, we discussed the renovation project for the Blue Heron Boat Ramp and learned the following:

1. The current boat ramp site has many deficiencies, including markedly inadequate parking, too steep a ramp to safely launch some boats, including Search and Rescue jet boats, deterioration of the existing ramp, and severe river bank erosion.
2. The proposed improvements include a new wider, more gentle ramp to safely launch more boats, including Search and Rescue, a large increase in parking, a separate small launch site for SUPs, kayaks, etc., and much needed river bank stabilization.
3. There has been a large increase in use of this and other boat launch sites since the onset of COVID-19 disease, aggravating the above deficiencies and accelerating the need for the above improvements. In fact, surveys strongly show river access is a major need, #3 of all desires in the parks and recreation system behind a Community Center and more trails.

PRAB members discussed these issues, including drawings for the renovation, and after a motion and second, unanimously voted to support the project and the pursuit of a GOCO Resilient Communities grant to make it happen.

We hope our vote and support will help the Park and Rec Department and the City of Grand Junction seek grant funding to get this much needed project underway soon. It would be a tremendous improvement to achieve better river access while also protecting this resource that has experienced added strain with the pandemic.

Sincerely,

A handwritten signature in dark ink, appearing to read 'W Findlay', with a stylized flourish at the end.

William Findlay, M.D. (retired)
PRAB Chairman

RESOLUTION NO. 08-21

A RESOLUTION SUPPORTING THE APPLICATION FOR A RESILIENT COMMUNITIES GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE BLUE HERON TRAILHEAD AND BOAT RAMP REVITILAZATION

Recitals:

The “Project” plan centers around the re-construction of the Boat Ramp and parking including a new small craft put in, a new concrete boat ramp allowing safe and easy access to the river and greatly expanded parking capacity. The renovation being enabled depends on the receipt of funding in an amount up to \$290,355 from Great Outdoors Colorado (“GOCO”) grant.

After due consideration, the City Council of the City of Grand Junction supports the Project and desires the City to submit a GOCO grant application to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to complete the Project.

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

- 1: The City Council of the City of Grand Junction strongly supports the application to GOCO to obtain funds needed to complete the Project. The City Manager is authorized and directed to work to finalize and timely submit such GOCO grant application.
- 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project, and authorizes the City Manager to sign an appropriate grant agreement on behalf of the City as grantee of the GOCO grant.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this ____ day of _____, 2021.

C.E. “Duke” Wortmann
Mayor of the Grand Junction City Council

ATTEST:

Wanda Winkelman
City Clerk

PROJECT BUDGET

	Source of Funds	Date Secured		GOCO Funds	Applicant Funds	Partner Funds	Total Funding
CASH							
	GOCO Grant (unsecured)			\$290,354.60			\$290,354.60
	City of Grand Junction, Council approved 2021 budget	Dec-21			\$277,655.00		\$277,655.00
	Parks Improvement Advisory Board (unsecured)					\$5,000.00	\$5,000.00
	Grand Valley Parks and Rec. Foundation (unsecured)	Jan-21				\$1,000.00	\$1,000.00
IN-KIND							
	City of Grand Junction Special Projects Team	Dec-21			\$17,931.00		\$17,931.00
							\$0.00
TOTAL SOURCE OF FUNDS				\$290,354.60	\$295,586.00	\$6,000.00	\$591,940.60

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Pre Construction							
General Contractor	Mobilization, General Conditions & Best Management Practices, LS	1.00	\$25,000.00	\$25,000.00			\$25,000.00
General Contractor	Traffic Control, LS	1.00	\$520.00	\$520.00			\$520.00
Erosion Control and Care of Water							
General Contractor	General Staging Area BMPs, LS	1.00	\$6,822.00	\$6,822.00			\$6,822.00
General Contractor	Care of Water (COW) Practices, LS	1.00	\$47,807.00	\$47,807.00			\$47,807.00
Boat Ramp Construction and Site Improvements							
General Contractor	Clear and grub site, SF	85,000.00	\$0.15	\$12,553.00			\$12,553.00
General Contractor	Unclassified Bank and Upland Excavation, CY	2,260.00	\$5.36	\$12,104.60			\$12,104.60
General Contractor	Stockpile excavated material onsite for backfilling, CY	215.00	\$5.00	\$1,075.00			\$1,075.00
General Contractor	Haul-off and dispose of excess excavation, CY	2,045.00	\$10	\$20,450.00			\$20,450.00
General Contractor	Furnish and Compact 8" min. of CDOT Class-6 Road Base (Depicted Parking Area), SF	2,192.00	\$22	\$48,381			\$48,381.00
General Contractor	Furnish and Install 6" Concrete Sidewalk, Including Curb and Gutter, CY	44.00	337	\$14,834.00			\$14,834.00
General Contractor	Furnish and Install Parking Delineation, LF	2,280.00	\$20	\$16,420.00	\$31,780		\$48,200.00
General Contractor	98% Compacted Subgrade on Undisturbed Alluvium (Boat Ramp), SF	3,834.00	\$1	\$4,227.00			\$4,227.00
General Contractor	Furnish and Compact 12" CDOT Class-6 Road Base (Boat Ramp), TONS	237.00	\$26	\$6,287.00			\$6,287.00
General Contractor	Furnish and Compact 24" Pit-run Structural Fill (Boat Ramp), TONS	695.00	\$25	\$18,080.00			\$18,080.00
General Contractor	Reinforced Concrete Cast in Place and Texture Boat Ramp (8" Thick Slab), CY	79.00	\$446	\$35,219.00			\$35,219.00
General Contractor	Furnish and Install 3" Minus Ramp Shoulder (8" depth), CY	11.00	\$70	\$784.00			\$784.00
General Contractor	Furnish and Install 12" Minus Ramp Shoulder (18" depth), CY	25.00	\$82	\$2,067.00			\$2,067.00
General Contractor	Furnish and Import Boulder for Ramp Toe, terraced access, and bank stabilization, TONS	1,462.00	\$57			\$6,000.00	\$83,566.00
General Contractor	Place Boulder for Ramp Toe, terraced access, and bank stabilization, TONS	1,462.00	\$47			\$68,137.00	\$68,137.00
General Contractor	Furnish and Install Non-woven Filter Fabric, SY	1,096.00	\$6			\$6,131.00	\$6,131.00
General Contractor	Furnish and Place Landscape Boulder in Parking Area, TONS	181.00	\$75			\$13,600.00	\$13,600.00
General Contractor	Picnic Area or Rigging Station, EA	5.00	\$2,000			\$10,000.00	\$10,000.00
General Contractor	Furnish and Install Boat Staging Tie-offs, EA	4.00	\$281			\$1,123.00	\$1,123.00
General Contractor	Topsoil, Seeding, and Planting, LS	1.00	\$11,483			\$11,483.00	\$11,483.00
General Contractor	Furnish and Install Erosion Control Blankets, SY	771.00	\$4			\$3,131.00	\$3,131.00
General Contractor	Irrigation, LS	1.00				\$5,200.00	\$5,200.00
Design							
River Restoration (expended in 2020)	Skematic Design fee for Blue Heron Boat Ramp	1.00	\$31,780		\$31,780.00		\$31,780.00
River Restoration	Full Design and Construction Documents	1.00	\$35,447	\$17,724.00	\$17,724.00		\$35,448.00
Category							
vendor/service provider							\$0.00

USE OF FUNDS - CASH SUBTOTAL				\$290,354.60	\$277,655.00	\$6,000.00	\$574,009.60
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IN-KIND	Use of In-Kind Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Category							
City of Grand Junction Special Projects Team	Remove Cable Fencing Barrier, LF	1,465.00	\$3		\$4,395.00		\$4,395.00
City of Grand Junction Special Projects Team	Scarify and Recompact Subgrade (Depicted Parking Area & Under Concrete), SF	68,500.00	\$0.20		\$13,536.00		\$13,536.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$4,395.00	\$0.00	\$17,931.00

Contingency - up to 10% (not required, cannot be GOCO funds). Contingencies are included in each line item, so there is no overall contingency				GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Contingency							\$0.00
USE OF FUNDS - CONTINGENCY SUBTOTAL					\$0.00	\$0.00	\$0.00

TOTAL PROJECT COST				\$290,354.60	\$282,050.00	\$6,000.00	\$591,940.60
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Remember: the Total Project Cost row must equal the Total Source of Funds row

MATCHING REQUIREMENTS	Required	Actual	Status
Overall Match (% based on total cost)	10	49	Pass
Overall Match (\$ based on total cost)	\$59,194.06	\$288,050.00	Pass



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: January 20, 2021

Presented By: Lance Gloss, Senior Planner

Department: Community Development

Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

A Resolution Setting of a Rate of Taxation for Marijuana Related Businesses

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

A draft of ballot language regarding marijuana businesses as been prepared in anticipation of the April 6, 2021 election. Specifically, the Council is presented with draft language for two ballot measures: 1) repeal of the 2011 voter-approved moratorium on marijuana businesses in the City; 2) establishment of authority to impose an additional sales and use tax and an excise tax on marijuana businesses in the City. The two ballot questions do not contain a detailed regulatory framework for the regulation of marijuana businesses; rather, a 'yes' vote on the two questions would be the first step to City Council consideration and possible enactment of Ordinances establishing a detailed framework for licensing, enforcement, land-use, and mitigation of negative impacts for marijuana businesses. Such Ordinances are being developed by staff and are anticipated to be available for City Council consideration prior to the election. The draft ballot questions propose to establish sales and use tax rates that are consistent with peer communities, set an excise tax as authorized by State law and assign anticipated revenues to the highest priorities of the current Parks, Recreation, and Open Space plan as well as to enforcement needs related to marijuana.

Please note that the ballot questions related to marijuana comprise two separate measures that, for procedural purposes, must be referred to the ballot by separate motions. Thus, this staff report is designed to provide information pertaining to this item

and to item 5.a.i., immediately to follow. Please refer to the suggested motion pertaining specifically to the setting of a rate of taxation for marijuana related businesses below.

BACKGROUND OR DETAILED INFORMATION:

Marijuana businesses, including the cultivation, processing, and sale of marijuana, may be permitted by local jurisdictions in the State of Colorado subject to the Colorado Marijuana Code in the Colorado Revised Statutes (C.R.S. 44-10-101, et. seq.). Any such businesses require dual licensing, with a license issued by the State and with another license issued by the local jurisdiction. No marijuana business, except for the narrowly-defined medical marijuana caregiver businesses permitted as a right under the Colorado Constitution, may operate without dual licensing. At present, the operation of marijuana businesses in the City of Grand Junction is prohibited by multiple mechanisms, including a 2011 voter-approved moratorium on the operation of medical marijuana businesses. Referred Measure A of April 2011, which established this moratorium, also revised the Grand Junction Municipal Code (hereafter, Code) to identify marijuana businesses (medical and retail/recreational) as explicitly disallowed in all City zone districts. Thus, in order for the Council to contemplate a future Ordinance revising the Code to allow for marijuana businesses in certain zone districts and subject to further regulation, a question must again be raised to the voters regarding the repeal of the 2011 decision. To this end, one of the two attached ballot questions asks about this repeal.

Likewise, per the Colorado Constitution and specifically under the restrictions of the Taxpayer Bill of Rights (TABOR), taxes increases and the imposition of new taxes require that a vote of the people be carried out in the relevant jurisdiction. An associated requirement establishes a revenue cap, requiring that an estimate of first year tax revenues derived from the new or increased tax be included in the ballot question regarding the new or increased tax. To this end, one of the two attached draft ballot questions identifies initial tax rates and maximum taxation authority, along with an anticipated total revenue of two million nine hundred thousand dollars (\$2,900,000) in the first year. Specifically, the proposed special marijuana sales tax rate is 5% initially with taxation authority up to 15%, and the proposed special marijuana excise tax rate is 5% initially with authority up to 10%, as determined by applicable law.

These questions are the product of an extensive process consisting of research, public outreach, comparison with peer communities, and discussion by public officials including the City Council and Planning Commission. Members of the City Council have convened five times on the topic of marijuana businesses in 2020 as summarized below:

Date	Venue	Topics of Discussion
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July 13, 2020	City Council Workshop	History of the legalization of marijuana; enforcement issues; tax revenues; possible ballot question in April 2021.
September 14, 2020	City Council Workshop	Solicit public comment; possible April ballot questions; direction provided to form Working Group.
September 17, 2020	Joint City Council – Planning Commission Workshop	Land use issues related to marijuana businesses.
November 30, 2020	City Council Workshop	Update on Working Group meetings; discussion on the moratorium; possible number of businesses; rate of tax; potential uses of tax revenue.
December 17, 2020	Joint City Council – Planning Commission Workshop	Marijuana license types; proposed sales and excise tax rates; use of anticipated revenue; timing for development of regulatory structure.
January 4, 2020	City Council Workshop	Determination to hear item on January 20, 2021; discussion regarding timing and manner of Ordinance development.

As noted in the table above, at the direction of City Council at the September 14 workshop, staff convened, a community Marijuana Working Group which assembled for eight sessions and delivers the attached recommendation to Council. That working group, which has contributed substantially to the development of the attached draft ballot questions and to the associated ordinances (currently in advanced stages of development), included a diverse membership with representation from local residents, local business leaders, local institutional leaders, local faith and community leaders, individuals with various technical expertise, and local and regional leaders in the marijuana and hemp industries. This group was supported by staff and guest experts with a range of experience and expertise, and developed a detailed recommendation as found in the attachments to this staff report.

Though the attached ballot questions do not specify which types of marijuana businesses, the City Council has consistently expressed the intent to limit the operation of marijuana businesses to certain license types and to apply further regulations to those businesses by ordinance. Specifically, the City Council has expressed interest in the permitting of marijuana stores subject to restrictions on the time, place, and manner

of operations including, but not limited to, the imposition of a specified limit on the number of stores to be licensed in City limits at any one time. The City Council has also expressed interest in the permitting of marijuana products manufacturers, likewise subject to detailed regulations. The Council has expressed concern about—and identified the need to further investigate—marijuana cultivation businesses, and has specifically identified the likelihood of strong odor as a problematic factor related to these particular businesses due to the nature of their operations. Marijuana testing facilities are already permitted in City limits. Marijuana transporter licenses are also being contemplated by the City Council, insofar as these are deemed necessary for the viable operation of the aforementioned business types. Each of these license types may be issued at the State and local level as medical or retail (i.e. recreational) licenses, and the City Council has, to date, contemplated both medical and retail licenses. The Council is anticipated to hear a first reading of ordinances that engage with these specific regulations.

A further element of the draft ballot questions under consideration herein is the usage of anticipated sales tax revenues. After detailed discussion of alternatives by City Council, Planning Commission, the community Marijuana Working Group, and City staff, the question as currently formulated would divert new tax revenues primarily to the priorities of the adopted Parks, Recreation, and Open Space (PROS) plan. A second use of revenues identified in the question as drafted is the enforcement of marijuana regulations, including the monitoring and enforcement of any legal marijuana businesses as would result from a 'yes' vote and subsequent ordinances, as well as endeavoring to prevent unlawful marijuana use. This is anticipated to include, but is not limited to, the funding of an additional sworn officer position and associated equipment in the Grand Junction Police Department, as the efforts of that officer would be dedicated to the enforcement of marijuana regulations.

Further detail regarding the specific concerns, regulations, and recommendations relevant to marijuana businesses can be found in prior staff reports and other materials attached herein.

FISCAL IMPACT:

This action does not have direct fiscal impact. However if the voters authorize the taxation of regulated marijuana, the estimated annual revenue is \$2.3 million. Under TABOR, the City is required to provide an estimate of the first fiscal year of revenues in the ballot question. If actual first year revenues exceed that amount then it triggers a refund of those excess funds. Therefore when providing the estimate for the purposes of the ballot question, staff allowed an estimation margin resulting in the total estimation of first year revenue at \$2.9 million.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 09-21, a resolution setting a title and submitting to the electorate on April 6, 2021 a measure concerning the taxation of the sale of regulated marijuana and marijuana products, regulated marijuana product manufacturing and cultivation of marijuana for regulated sale to pay for parks, recreation, open space, trails and enforcement purposes and to retain and spend revenues as defined by Article X, Section 20 of the Colorado Constitution for payment therefor and providing other details relating thereto.

Attachments

1. Memo Summarizing Legal Background for Marijuana in GJ
2. Jan 4, 2020 Marijuana Staff Report
3. Dec 17, 2020 Marijuana Staff Report
4. Nov 30, 2020 Marijuana Staff Report
5. Sept 17, 2020 Marijuana Staff Report
6. Sept 14, 2020 Marijuana Staff Report
7. Marijuana Working Group Cumulative Recommendation
8. Public Comment Received - Barbara Traylor Smith
9. Public Comment Received - Renee Grossman
10. BQ-Marijuana Draft Ballot Language - 011521FINAL

Memorandum

TO: Steve Moore & Lance Gloss, Co-Chairs
CC: Marijuana Working Group
FROM: Staff Attorney DeLayne Merritt
City Attorney John Shaver
DATE: November 12, 2020
RE: Federal, State and Local Marijuana Law/Regulation Timeline

This memorandum is to provide the City's Marijuana Working Group with a summary of the timeline of Federal, State and Local marijuana regulations. Additionally, the memo includes some information of "next steps" in anticipation of a Spring 2021 election.

The use and possession of marijuana remain illegal under Federal law. Marijuana is categorized as a Schedule 1 controlled substance under the Controlled Substance Act. Thus, knowing or intentional marijuana possession is illegal, even if an individual has no intent to manufacture, distribute, or dispense marijuana.

On November 7, 2000, Colorado voters approved Amendment 20 (known as the Colorado Medical Use of Marijuana Initiative or Initiative 20.) Amendment 20 to the State Constitution allows the use of marijuana in the State for approved patients with written medical consent. Amendment 20 allows the possession of up to 2 ounces of medical marijuana and cultivation of no more than six marijuana plants (three flowering plants) at a time for patients.

On November 16, 2009, City Council, as an exercise of police powers, adopted Ordinance 4392 which declared a twelve-month moratorium on the licensing, permitting and operation of marijuana businesses in the City and provided penalties for any such violation. The Ordinance applied to any person or entity applying to function, do business or hold itself out as a medical marijuana dispensary in the City of Grand Junction, regardless of the person, entity, or zoning. Thus, the moratorium applies to "primary caregivers". With the adoption of Ordinance 4392, City Council was balancing the rights of those members of the community that are suffering from debilitating medical conditions with the need to regulate the number, location and safety practices for businesses supplying medical marijuana.

On June 7, 2010, Governor Ritter signed into law House Bill 10-1284 and Senate Bill 10-109 which, among other things, authorized the City to adopt an ordinance to license, regulate or prohibit the cultivation and/or sale of medical marijuana (C.R.S. 12-43.3-103(2)). The law also allowed a city to vote, either by a majority of the registered electors

or a majority of the City Council, to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana infused products manufacturers.

On October 4, 2010, City Council adopted Ordinance 4437 which prohibited the operation of medical marijuana businesses and amended the Grand Junction Municipal Code by adding Section 5.14.010 which prohibits certain uses relating to marijuana. The Ordinance extended the moratorium established by Ordinance 4392 to January 1, 2011. Prior to Ordinance 4437 becoming effective, a protest petition was filed and found to be sufficient. Thus, Ordinance 4437 was suspended from taking effect, including the provision regarding the extension of the moratorium.

Resolution 31-10 was adopted by City Council on July 19, 2010, providing notice that that a question may be included on the November 2, 2010 ballot regarding medical marijuana businesses as provided in House Bill 1284 which is now codified as the Colorado Medical Marijuana Code, 12-43.3-101 *et. seq.*

On October 13, 2010, City Council adopted Ordinance 4446 which extended the moratorium on commercial medical marijuana centers and facilities imposed by Ordinance 4392 to July 1, 2011.

On January 5, 2011, City Council adopted Resolution 04-11 which set a ballot title and submitted to the electorate on April 5, 2011 a measure regarding medical marijuana in the City. On January 21, 2011, City Council adopted Resolution 09-11 which set forth the notice of election for the regular municipal election to be held April 5, 2011. Measure A was approved with 7802 in favor and 5703 against.

Colorado Amendment 64 was passed by the voters on November 6, 2012. Amendment 64 included an amendment to Article 18 of the Colorado Constitution by adding a new Section 16 regarding the personal use and regulation of marijuana. Amendment 64 allows retail marijuana stores and makes it legal for anyone 21 years or older to buy marijuana at those stores. The Amendment allows anyone over 21 years of age to legally possess and consume up to one ounce of marijuana.

Amendment 64 did not provide any restrictions on the quantity of marijuana products retail stores can stock. It also did not require Colorado residency as a prerequisite for the purchase of marijuana. No restrictions were placed on where individuals could grow marijuana plants. Amendment 64 also did not confer rights for businesses and/or commercial operations involving marijuana. It did, however, require the State to develop and adopt laws, regulations, and processes in the concerning marijuana.

Amendment 64 conflicts with Federal law and although it was passed by Colorado voters, it remains illegal under Federal law to produce and/or distribute marijuana. As a matter of law, property and assets earned by or associated with marijuana establishments would be subject to federal asset seizure laws.

On February 6, 2013 City Council approved Resolution 07-13 adopting marijuana policies for the City and restrictions for persons or entities from applying to function, do business, or hold itself out as a marijuana facility, business or operation of any sort in the City limits. The restrictions applied to all zone districts and any special permits, including home occupation. The resolution directed the City Manager to not accept any land use or development application(s) or issue any permits for use or development of any land, business, activity or action that is a marijuana facility and/or a marijuana operation or reasonably may be construed as the same or any form of the same. In addition, it also supports investigation and prosecution of any persons and/or entities that engage in or attempt to engage in the growth, sale, trade and/or consumption of marijuana in any manner that is, as stated in Amendment 64, conducted openly and publicly or in any manner that endangers others. Lastly, it provided that no sales tax licenses for any use, business or activity that is known as, functions as or may reasonably be construed as a marijuana facility or operation.

On September 4, 2013, City Council adopted Ordinance 4599 which prohibited the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores. It also amended added Sections in Title 5, Article 15 of the Grand Junction Municipal Code that prohibit certain uses relating to marijuana. City Council determined that it was in the best interests of the citizens of Grand Junction to prohibit certain marijuana related commercial and industrial activities and enterprises as the primary and secondary effects of cultivation and dispensing of marijuana and/or the manufacturing and sale of marijuana infused products, those businesses, operations and land uses have been found to adversely affect the health, safety and welfare of the City and its inhabitants.

In late 2015, the City, Mesa County and Colorado Mesa University, by and through the efforts of the Grand Junction Economic Partnership (GJEP), were successful in establishing the *Colorado Jumpstart* business development program. In January of 2016, the State of Colorado awarded the first *Jumpstart* incentive to four businesses in Grand Junction that applied for the incentives. One of the businesses planned to develop a laboratory and deploy its advanced analytical processes for genetic research and its ability to mark/trace chemical properties of agricultural products. One of the products to be tested was projected to be marijuana.

As a result of the *Jumpstart* incentives, on October 5, 2016, City Council passed ordinance No. 4722 which amended Ordinance 4599 and Section 21.04.010 of the Grand Junction Municipal Code to allow marijuana testing facilities in the City of Grand Junction. The amendment to the Code was to clarify that marijuana testing facilities would be included in the general use category of "Industrial Services, Contractors and Trade Shops and Oil and Gas Support Operations" for land use purposes.

Currently, City of Grand Junction staff and community members, including the Marijuana Working Group, are researching, reviewing, discussing and preparing a recommendation to assist City staff in proposing an ordinance on the taxation, permitting and regulation of marijuana for the City Council's consideration for a Spring 2021 ballot measure. The

ballot measure would be a proposal to repeal the 2011 moratorium on marijuana businesses and establish a rate of taxation.

City Council is scheduled to discuss the ballot language at a workshop on December 14, 2020. A call for a Special Election is anticipated for December 16, 2020. City Council is projected to review and vote for/against adoption of the ballot language on January 26, 2021. An intergovernmental agreement between the City and Mesa County for the regular municipal election must occur on or before January 26, 2021 which is 70 days before election. The ballot certification must occur 60 days before the election, which date is February 5, 2021. An ordinance regarding business licensing, land-use permitting, and enforcement related to marijuana businesses will be proposed subsequent to the passage of the ballot measure.



Grand Junction City Council

Workshop Session

Item #1.d.

Meeting Date: January 4, 2021

Presented By: Lance Gloss, Senior Planner

Department: City Manager's Office

Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

Discussion and Possible Direction Regarding a Potential Marijuana Ballot Question

EXECUTIVE SUMMARY:

The City Council continues its discussion on ballot language regarding marijuana businesses in anticipation of the April 6, 2021 election. Specifically, the Council is presented with draft language for two ballot measures: 1) repeal of the 2011 voter-approved moratorium on marijuana businesses in the City; 2) establishment of a sales and/or excise tax authority with affiliated provisions related to TABOR compliance.

A limited discussion of revenue allocation is necessary to establish ballot language for the tax question; however, a detailed analysis of revenue allocation may be reserved for further discussions related to debt for specific expenditures.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Members of the City Council have convened five times in 2020 on the topic of marijuana businesses as summarized below:

Date	Venue	Topics of Discussion
July 13, 2020	City Council Workshop	History of the legalization of marijuana; enforcement issues; tax revenues; possible ballot question in April 2021

September 14, 2020	City Council Workshop	Solicit public comment; possible April ballot questions; direction provided to form Working Group
September 17, 2020	Joint City Council – Planning Commission Workshop	Land use issues related to marijuana businesses
November 30, 2020	City Council Workshop	Update on Working Group meetings; discussion on the moratorium; possible number of businesses; rate of tax; potential uses of tax revenue.
December 17, 2020	Joint City Council – Planning Commission Workshop	Marijuana license types; proposed sales and excise tax rates; use of anticipated revenue; timing for development of regulatory structure

As noted in the table above, at the direction of City Council at the September 14 workshop, staff convened a community Marijuana Working Group which assembled for eight sessions and delivers the attached recommendation to Council.

In order to proceed, as discussed at the December 17, 2020 Joint City Council-Planning Commission Workshop, two primary steps have been identified. The first is for the City Council to consider two questions for presentation to the April 6, 2021 ballot. The first question concerns repeal of the 2011 voter-approved moratorium on marijuana businesses in the City; the second concerns establishment of a sales and/or excise tax authority with affiliated provisions related to TABOR compliance. In order to be considered for the April 6, 2021 ballot, the City Council must hear the resolution presenting the question no later than at their February 3, 2021 regular public hearing as the ballot language must be certified by February 5, 2021. Staff has assembled documentation and recommendations that can facilitate the finalization of a pair of ballot questions in the timely manner necessary to bring the questions to April 6, particularly considering the seemingly preferred direction by City Council that the ballot questions be broad in scope and, in this way, retain the maximum viable amount of flexibility for the second identified step in this process. The most substantive decisions that must be made in preparing the ballot questions are the tax rate or tax authority, as well as whether—and if so, to what specific uses—tax revenues should be earmarked.

The second identified step consists of considering the detailed regulatory options for the wide scope of marijuana-related businesses. This can be accomplished over a longer period and may be well suited for initial consideration by the Planning Commission, as was discussed by those who participated at the December 17, 2020 Joint City Council-Planning Commission Workshop. Once refined, and if retained for

consideration, these positions would then be reflected in separate ordinances. Such ordinances would accommodate the vast majority of the regulatory specifics for marijuana businesses in the City, thereby relieving decision-makers from that responsibility in the shorter period of time required to present questions for the April 6, 2021 ballot.

ANALYSIS

The two draft ballot questions presented to City Council as attachments to this staff report accomplish distinct ends: the first would repeal 2011 voter-approved moratorium on marijuana businesses in the City; the second concerns establishment of a sales and/or excise tax authority with affiliated provisions related to TABOR compliance. The question repealing the prior moratorium on marijuana businesses, as drafted, has no specific relation to the second question on taxation, with the exception that its passage is contingent upon the passage of the tax question. That is, should the former pass, but not the latter, the former shall not go into effect.

The question on taxation, as drafted, provides for the Council to set an initial tax rate, and to retain taxation authority up to 15%, should the City Council seek to raise or lower the tax rate in the future. The Council has previously been provided data related to the taxation of marijuana; in this packet, the Council is provided with detailed taxation information for four communities with shared characteristics to Grand Junction, as well as a survey of marijuana sales and excise tax rates in all Colorado municipalities. As reflected in those documents, communities throughout the state elect to tax marijuana at widely varying rates, with some communities charging no additional local sales tax on marijuana sales, and others charging as much as 10% additional sales tax on marijuana products at the local level. Sales tax rates in the vicinity of 5%, often reserving tax authority of up to 10% or 15%, are common.

A local sales tax rate is not the only additional tax placed on marijuana, and those other taxes will be applied even without a special tax rate being assigned to marijuana by voters. The City will automatically apply its base City of Grand Junction Sales Tax of 3.25% and the Mesa County Sales Tax of 2.37%. An additional 15% State Marijuana Sales Tax (which absorbs the baseline State of Colorado Sales Tax of 2.90%) will be applied automatically to retail marijuana sales while a 15% State Marijuana Excise Tax will be applied automatically to any unprocessed or “cultivated” marijuana. 10% of the 15% state sales tax is subsequently shared back to the municipality. Thus, it is possible to accrue substantial revenue through the taxation of marijuana without the application of a special municipal sales tax on marijuana.

This cumulative taxation also has an impact on competitiveness. For example, were the City of Grand Junction to set a special marijuana sales tax rate at 5%, the cumulative sales tax including other state and local sales taxes would come to

25.62%. By contrast, the cumulative rate today in De Beque is 24.37% (where the local special marijuana sales tax rate is effectively 5%) and the cumulative rate in Parachute is 19.75% (where the local special marijuana sales tax rate is 0%). That is, even if the City of Grand Junction were to set 0% special marijuana sales tax rate, for a cumulative sales tax of 20.62%, the rate in Parachute would remain lower owing to their lower base tax rate.

Jurisdiction	Special Marijuana Sales Tax Rate	Special Marijuana Excise Tax Rate
Glenwood Springs	5%	5%
Ft. Collins	0%	0%
Longmont	3.5%	3% *
Durango*	3%	0% *
De Beque	5%	5% ***
Palisade	5% and above**	5%
Parachute	0%	5%

*Cultivation licenses not issued in this jurisdiction.

** Palisade charges an occupation tax of \$5.00 for each sales transaction that is less than \$100, \$10.00 for each sales transaction between \$100.00 and \$500.00 and \$25.00 for each sales transaction of \$500.00 or more. Thus the rate on any given purchase ranges from 5% at minimum to upwards of 100% for the smallest purchases.

*** DeBeque sales tax is, in technical terms, an excise tax on the sale of products.

The chart above provides a survey of sales and excise tax rates for proximate and comparable communities. Further, more detailed information for four comparable communities—Glenwood Springs, Longmont, Boulder, and Fort Collins—can be found in Exhibit B, with certain highlights being as follows. Of those four communities, the special marijuana sales tax rate ranges from 0% from 5%, and the total revenue from that special marijuana sales tax, with the base city sales tax ranging from 3.53% to 3.86% in those communities. The cumulative annual sales tax revenue from marijuana in these cities ranges from \$584,293 to \$5,727,002. It should be noted that all of these communities have different numbers of storefronts, ranging from 4 (Longmont) to 13 (Fort Collins).

In addition to evaluating the range of options for setting a sales tax rate, the Council may also provide guidance during this workshop on the allocation of revenues. The details of allocation may, to some extent, be reserved for a further question related to debt/bonding for a specific expenditure, such as the oft-discussed community center identified by the PROS Master Plan currently under Council's consideration. However, the draft ballot language presented to Council in this packet does not require that level of detail on the actual cost and debt structure associated with such a specific expenditure. Rather, the draft language included herein sets a broader mandate to allocate funds to the highest priority parks and recreation expenses, as identified in the PROS Master Plan and as would likely include a community center, among other

possible expenses. Council may also consider allocation of funds to enforcement, housing, education, and other items identified by the public and by the community Marijuana Working Group, or items not identified in public processes to date. The structure of the ballot question could remain largely unchanged, were the Council to call for the substitution of another item for the parks and recreation allocation drafted herein.

FISCAL IMPACT:

The fiscal impact of marijuana businesses will depend upon the adopted tax rate.

SUGGESTED ACTION:

Staff recommends a City Council discussion and possible direction regarding questions on the April ballot that would 1) repeal the moratorium on marijuana businesses and 2) establish a tax for marijuana related sales.

Attachments

1. Draft Ballot Language Repealing Referred Measure A (2011)
2. Draft Ballot Language Pertaining to Taxation of Marijuana
3. Recommendations of the Marijuana Working Group
4. Minutes of Sept 14, 2020 Council Workshop on Marijuana
5. Detailed Tax Information - Peer Communities
6. Memorandum - Regulation of Marijuana Businesses and Request to Refer a Question to the April 2020 Ballot
7. Marijuana Tax Rates of All Colorado Municipalities



Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: December 17, 2020

Presented By: Lance Gloss, Senior Planner

Department: Community Development

Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

Regulation and Taxation of Marijuana

EXECUTIVE SUMMARY:

The City Council has directed staff to explore regulatory approaches to marijuana businesses in advance of a potential ballot question in April asking the electorate approve/disapprove marijuana related businesses within the City. Staff has engaged in research and outreach and has subsequently produced a large body of research and input on this topic. This staff report covers a range of topics including licensing, taxation, ballot language, land-use, and enforcement related to marijuana businesses. At the workshop, staff will be seeking specific direction on the following topics:

- 1) the license types that the Council would refer to the ballot;
- 2) the preferred approach to the development of proposed sales and excise tax rates;
- 3) the potential for earmarking anticipated revenues; and
- 4) the preferred timing for the development by ordinance of the regulatory structure for any marijuana related business types considered for the ballot.

BACKGROUND OR DETAILED INFORMATION:

Background

Pursuant to State law, the City Council has directed staff to explore the licensing of marijuana businesses in Grand Junction. A staff team and a community working group

of approximately 20 members has engaged in the topic since September. Previous staff updates to City Council included an overview of research and the outreach process, as well as a summary of policy tools.

Staff has identified a two-part regulatory approach as the preferred option. This approach consists of a ballot measure(s), anticipated for April 2020 pending direction from City Council, and subsequent review and approval of a regulatory ordinance(s). A ballot measure(s) would bring to the voters the question of a repeal of the 2011 voter-approved moratorium on marijuana businesses. This moratorium was established by Measure A of the April 5, 2011 ballot. It specifically posed the question to the voters whether the City of Grand Junction should prohibit the operation of medical marijuana businesses and amend the Grand Junction Municipal Code by adding a new section prohibiting certain uses of marijuana. Measure A was approved with 7802 in favor and 5703 against.

A ballot question would set a sales and/or excise tax rate as required by TABOR. Below is a more detailed review of specific factors related to licensing, taxation, ballot language, land-use, and enforcement.

Moreover, any municipality considering regulations for marijuana businesses must know that a certain level of inflexible regulatory oversight is conducted by the Marijuana Enforcement Division (MED). The MED issues state-level licenses and maintains the METRC monitoring system for the licensing of individual employees of marijuana businesses and the seed-to-sale tracking of product, among other services. The MED is aware of, and has participated in, the research and outreach being conducted in the City at this time.

The Marijuana Working Group and staff anticipates bringing a significant amount of work from the Working Group by December 17th.

License Types

A meaningful discussion of regulatory options and taxation must be informed by a firm understanding of the business types that comprise the regulated marijuana industry. Each business type requires a different license type, which must be issued by both the state and the local jurisdiction. Each license type may be issued as either a medical or retail (i.e. recreational) license. A municipality may allow only medical, only retail, both, or a mix of both for different license types.

Stores - It is staff's opinion that the general perception of the marijuana business issue focuses primarily on the sale of marijuana. The marijuana store license, which leads to the establishment of a physical store or dispensary location, may sell marijuana to persons over the age of 21 or, in the case of medical stores, to any person holding a

valid medical marijuana license. An individual cannot purchase more than 1 ounce of retail marijuana or 2 ounces of medical marijuana. A store may also sell marijuana concentrates, infused products (edibles), ointments, balms, lotions and other topical products. A store may only operate between the hours of 8 a.m. – midnight, or as further restricted by the municipality. This sale or recreational product is subject to a state sales tax of 15% at the point of sale and may be subject to additional local sales tax up to 15%. Medical sales are not subject to additional state sales tax and additional local sales tax is prohibited; only the 2.9% generic state sales tax applies to medical sales.

Generally, Colorado communities that allow stores do so in a range of commercial and/or business zone districts, and occasionally also in industrial zone districts. Stores are often subject to “buffering” standards that separate stores from other stores and stores from sensitive land-uses such as parks, daycare facilities, schools, and places of worship. They may also be subject to Conditional Use Permit or other similar processes. Odor and signage are also subject to further regulation in most communities.

Cultivation - Cultivation licenses are granted to entities that cultivate, prepare, and package marijuana and transfer to marijuana to sales businesses, research facilities, and some other license types, but not to consumers. Marijuana cultivated by a retail cultivation license can only be transferred to other retail licenses, and vice versa for medical cultivation. Outdoor cultivation of marijuana poses notable risks to outdoor cultivation of hemp and produces substantial odor during growing and harvest season and, as such, is often restricted to indoor settings. These operations often occupy industrial facilities exceeding 20,000 square feet, but may also be smaller. These facilities are typically limited to industrial zone districts, and may be subject to buffering limitations.

They typically require substantial HVAC, irrigation, and electrical facilities, and tend to employ a relatively large number of employees for the tending of plants and the trimming and packaging of their raw product. This raw product is subject to a state excise tax of 15% at the time of transfer and may be subject to additional local excise tax up to 15%. Note that these facilities are distinct from similar activities protected by the Colorado Constitution, such as the personal cultivation of up to six plants at a private residence and the caregiver model for medical cultivation.

Products Manufacturers - These businesses manufacture marijuana products that are intended for consumption in concentrated form for smoking, or for consumption other than by smoking, such as edible products, ointments, and tinctures. These businesses may vary widely in terms of their products and processes, and they may include hazardous uses which in Grand Junction would currently require a Conditional Use Permit requirement. Medical products manufacturers may transact only with medical

marijuana cultivation and sales licenses, and vice versa for retail. These businesses also generate a substantial number of jobs for processing and packaging activities, depending on the type of product manufactured and the degree of automation. There is no sales or excise tax on manufactured products, however a value-added tax, albeit rare, could be enacted.

Hospitality Business Licenses - Marijuana Hospitality Businesses are licensed to allow consumption of marijuana products on-site. These may be fixed locations that sell marijuana for on-site consumption, or that allow consumers to bring their own items for consumption. They may also be permitted as mobile premises under State law, but can be restricted to fixed locations by a municipality. Micro-sales licenses allow sales on-site up to 2 grams, often at a higher cost than would be found in a storefront, similar to a bar for alcohol consumption. Non-sales licenses are applicable to businesses with another primary service, such as a hotel or café. A jurisdiction may allow one or both types.

Delivery Licenses - Such businesses are permitted to deliver marijuana and marijuana products from sales locations to residences. Such businesses must charge \$1 surcharge on each delivery that is remitted to municipality for local law enforcement costs. These more commonly been permitted for medical marijuana, with only a small number of communities allowing retail delivery.

Other Licenses – The City currently allows marijuana testing facilities. No testing facilities, which require a testing license, exist locally at this time. Transport licenses must be issued to any business that transports marijuana among cultivators, products manufacturers, or stores, and are therefore an integral license type if other businesses are to be allowed. Research and Development businesses can also be licensed, and this was recently approved in the City and County of Denver. This use is more commonly allowed in university communities, such as Fort Collins. Finally, business operator licenses are for marijuana-related professional services and management businesses.

Sales Tax

A variety of approaches can be taken to taxation of marijuana and the recovery of licensing and administration costs through the collection of fees. A meaningful approach to taxation requires clarity as to the license types under consideration; by way of example, a sales tax is only relevant in a municipality that allows marijuana stores, and an excise tax applies if the cultivation of marijuana is allowed.

Some taxes will be applied even without a special tax rate being approved by voters. The City base sales tax rate of 3.25% and the Mesa County sales tax of 2.37% will apply if the current moratorium is lifted. An additional 15% State Marijuana Sales Tax

(which absorbs the baseline State of Colorado Sales Tax of 2.90%) will be applied automatically to retail marijuana sales while a 15% State Marijuana Excise Tax will be applied automatically to any unprocessed or “cultivated” marijuana. 10% of the 15% state sales tax is subsequently shared back to the municipality. Thus, it is possible to accrue substantial revenue through the taxation of marijuana without the application of a special municipal sales tax on marijuana.

The majority of Colorado jurisdictions that allow for marijuana stores apply a special sales tax on marijuana products. The rate of taxation varies widely, with the most common rates being 5% or 3% on top of the baseline tax rate described above. Given the complex composition of the total sales tax and excise tax rates, it is exceedingly challenging to compile a set of reliable and directly comparable examples of rates and revenues in other communities. Moreover, communities with fewer than three operating stores, such as DeBeque and Palisade, do not share detailed information about their tax revenues in order to protect sensitive tax information for those businesses. However, it is possible to supply a general survey of communities that are either deemed comparable or represent a shared regional market. The table below illustrates sales and excise tax rates in the immediate region, as well as rates for communities that are comparable in that they are of similar size, have colleges/universities, are near borders with marijuana-prohibiting states, and/or are tourist destinations.

Somewhat more evident is the regional market, in which De Beque, Palisade, and Parachute are most proximate. These communities represent the direct market competition for any marijuana stores that would exist in Grand Junction; however, due to the evolving regulations of communities, even identifying regional competition is unpredictable. The revenues of stores in De Beque were noticeably impacted by the establishment of stores in Palisade. A similar impact might be felt if regulatory changes occur in Mesa County and/or the City of Fruita subsequent to any regulatory changes occurring in Grand Junction.

Jurisdiction	Special Marijuana Sales Tax	Special Marijuana Excise Tax
Glenwood Springs	5% (authority to 15%)	5%
Fort Collins	0%	0%
Longmont*	3.5%	3% (authority to 15%)
Durango*	3%	0%
De Beque	5%	5%***
Palisade	5% and above**	5%
Parachute	0%	5%

* Cultivation licenses not issued in this jurisdiction.

** Palisade charges an occupation tax of \$5.00 for each sales transaction that is less than \$100, \$10.00 for each sales transaction between \$100.00 and \$500.00 and \$25.00 for each sales transaction of \$500.00 or more. Thus the rate on any given purchase ranges from 5% at minimum to upwards of 100% for the smallest purchases.

*** DeBeque sales tax is, in technical terms, an excise tax on the sale of products.

The chart above provides a survey of sales and excise tax rates for proximate and comparable communities. Further, more detailed information for four comparable communities—Glenwood Springs, Longmont, Boulder, and Fort Collins—can be found in attached, with certain highlights being as follows. Of those four communities, the special marijuana sales tax rate ranges from 0% from 5%, and the total revenue from that special marijuana sales tax, with the base city sales tax ranging from 3.53% to 3.86% in those communities. The cumulative annual sales tax revenue from marijuana in these cities ranges from \$584,293 to \$5,727,002. It should be noted that all of these communities have different numbers of storefronts, ranging from 4 (Longmont) to 13 (Fort Collins). Their average annual revenue per storefront was \$248,904.22 in 2019. Professionals in various communities have noted in conversations with City of Grand Junction Staff that revenue per storefront appears to decline at the point of market saturation. In other words, there may be an optimal number of stores for a given community, but it can be assumed that that number is based on many factors that are difficult to predict in advance.

Another calculation, and one that may be relevant to the discussion of a maximum number of stores (as below), is the ratio of residents to storefronts. This ratio also varies widely among the communities included in the attached report, from 4,965 residents per storefront in Glenwood Springs to 24,316 residents per storefront in Longmont.

It is important to estimate the revenue as accurately as possible for the TABOR requirements of a potential ballot question because in the event the revenue is understated a refund is required. As well, an estimate will assist with prioritizing potential uses of the revenue generated from the tax. The calculation of revenue generated from a marijuana sales tax is complex because the data needed to translate from conditions and revenues in peer communities to conditions and revenues in Grand Junction is large, diverse, and often either non-existent or ephemeral. Non-existent data includes detailed and uniform data sets on marijuana usage by residents; ephemeral data includes the impacts of neighboring community's regulations, which have continued to fluctuate statewide for over a decade. For example, while Mesa County Health Department estimates that, in 2016, 43% of adults in the County had used marijuana in their lifetimes, it is difficult to compare such data with peer communities or translate such data into revenue estimates. Broadly, it can be anticipated that the City would collect over \$1 million in sales tax revenue annually, assuming a tax rate near peer communities, but revenue could far exceed this figure under real conditions.

Specific numbers aside, it is possible to define a policy-level strategy for marijuana taxation by considering competition and the anticipated behavior of consumers.

Essentially, the City may choose to pursue a regionally typical sales tax rate (i.e. 5%), or to aim above or below this number. The assumption made when aiming below the regionally typical rate may be that a lower tax rate may attract businesses and consumers to Grand Junction rather than neighboring communities. The assumption in aiming above that rate is that a large proportion of people who would purchase marijuana in Grand Junction are either driven by accessibility more than cost, or who evaluate the expense in traveling further as outweighing the cost of a higher sales tax.

Excise Tax

The relative competitiveness of an excise tax may be more deeply impactful than that of a sales tax. Excise taxes directly impact only cultivation licenses, which tend to locate based on a calculus of transportation infrastructure, tax obligation, and operations costs. To the extent that attracting cultivation businesses to the City is desirable for the purposes of job creation and other secondary economic benefits, a competitive excise tax may be considered a primary means of accomplishing this. As illustrated in the table above, an excise tax rate of 5% is regionally typical, and it is possible to establish the authority for Council to increase the excise tax at a later date.

Licensing Fees

In addition to taxation, many communities impose licensing and administration fees and annual license renewal fees. The total cost to license a business in most peer communities appears to be approximately \$5,000-\$10,000, though the cost to do so locally has not been firmly ascertained. At a policy level, three general positions can be taken: setting licensing fees at a rate to recover licensing costs; setting licensing fees at a rate to recover licensing and enforcement costs; or setting licensing fees below licensing costs while dedicating some proportion of the tax revenue to that gap in licensing costs and expenses. Each option has its relative merits and flaws in terms of regional competitiveness and fiscal viability.

Use of Revenue

A range of uses for anticipated tax revenue has been discussed by City staff, the Marijuana Working Group, and community members at large. The two primary types of uses for any revenues from regulated marijuana are uses that are aimed at mitigating potential negative impacts of marijuana in the community and uses that are aimed at meeting other, largely unrelated community needs. The mitigating expenditures include public safety (primarily for enforcement of legal-market regulations) and mental health services (including education on underage use prevention and drug abuse rehabilitation). Grand Junction Police Department leadership have also identified black-market marijuana enforcement as a potential use of funds. Marijuana tax revenue, as suggested by the draft PROS Plan currently under Council's consideration, has been

considered for a community center, and it may fund educational investments such as school facilities and scholarships. Denver and Longmont have both earmarked revenue for affordable housing and homelessness issues.

Staff considers the relative merits of each option to be strong, and will look to the City Council to provide direction as it regards the strategic aims of the City and the relative impacts that this decision may have on the result of an April ballot question. A preliminary understanding of Council's direction on this matter will be important to staff's consideration of fees, and the amount of tax revenue that can be anticipated to be directed to enforcement and administration.

Ballot Language

The specific language for an April ballot question, if referred by the City Council, will likely impact its reception by voters; however, the language and structure of the ballot question will influence the ongoing flexibility of Council to develop regulations for marijuana over time. There are two distinct approaches to the ballot: one providing for long-term regulatory flexibility; the other providing for more direction from voters. Staff seeks direction from Council as to which of these options is preferred.

The former option consists of a general question(s) that would repeal that 2011 moratorium on marijuana businesses, as well as a question setting a tax rate or a maximum taxation authority. This option would require the City Council to adopt regulation of the types of licenses to be allowed, which could be any combination of medical and/or retail license types. It would also allow these types to be added to, or eliminated, by subsequent Ordinances. It would not, however, provide the voter with a direct decision as to which license types would be approved subsequent to a "yes" vote, leaving this decision to Council.

The latter option reduces Council's flexibility, but provides for greater clarity of the voter's intent. This would be to include, in addition to repeal of the 2011 moratorium and setting of tax rate(s), specificity as to the license types that would be allowed. This option would, however, prevent the Council from varying from the license types selected by voters without returning the question to the People. This option could be further elaborated by either: combining a recommended set of license types in a single question; or, providing an à la carte option for voters to select each license type in various questions. The latter option may introduce confusion, and may provide for a situation in which the license types allowed do not provide for a coherent model of licensure and eventual regulation.

Land-Use and Subsequent Regulation

Should a 'yes' vote on a ballot question as described be attained, and regardless of

whether specific license types are included on the ballot, the City Council would be empowered to develop a range of regulatory details. Frequently used tools in this regard include: a numerical cap on the number of marijuana businesses; buffering among marijuana businesses and between marijuana businesses and sensitive land-uses; zoning; use-specific standards; and “exclusion districts” in which no marijuana businesses may operate, all of which were discussed with the working group. A more detailed survey of land-use regulations that may be viable for Grand Junction can be found attached.

Zoning - Communities generally regulate marijuana sales so that they are permissible in commercial zone districts. Similarly, products manufacturers are generally seen akin to other processing and industrial-type of uses and are generally permissible in industrial or heavy commercial zone districts. Cultivation is frequently left to more rural or agricultural zone districts, particularly when the jurisdiction is a county, or exclusively limited to indoor grow operations in industrial zone districts, as seems to be more common in municipal environments.

Exclusion Zones - A common strategy for controlling location of marijuana-related businesses is to establish “marijuana free districts” or “exclusion zones.” In such a zone or district (typically effected as an overlay zone), no marijuana-related business may operate. This strategy has been used by many communities to keep marijuana businesses out of downtowns; the strategy has been applied to a seven-block area in downtown Palisade. Another common strategy, which is widely used in California and functions inversely to marijuana exclusion zones, are so-called “green zones” where marijuana-related businesses are specifically allowed. These green zones may have different layers for growing, processing, and sales. Usually, communities with green zones do not allow marijuana-related business outside of the green zone.

The prospect of exclusion districts has been raised primarily in relation to the City’s gateways and to areas of specific interest for City investment. Members of the working group and staff have expressed interest in establishing exclusion zones at gateways such as the Horizon Drive commercial area, the 24 Road Corridor, and portions of I-70B. Another possible exclusion district could encompass areas nearest the Riverfront at Las Colonias and/or areas directly visible from Riverside Parkway, among others.

Buffering - In addition to general zoning for marijuana businesses, buffering is the most common other standard applied to marijuana related businesses. A Colorado State standard related to Drug Free School Zones is often interpreted as requiring that no dispensary be within 1000 feet of a school, though local governments may modify this distance. Some communities establish distance requirements between marijuana businesses and other uses, possibly including hemp grows as alluded to above. It is common for communities to require buffering between businesses conducting marijuana sales as well as buffering to sensitive land-uses such as schools, parks,

licensed day care facilities, and places of worship.

Numerical Cap - Many jurisdictions have set a numerical cap on the number of marijuana businesses. There is no uniform best practice for the calculation of a limit, and the ratio between the number of stores and the number of residents in jurisdictions with caps varies widely. The most common sentiment from the working group was to set a single-digit cap. By contrast, others preferred a free-market approach whereby tools such as buffers were enacted but no numerical limit would be set.

Use-Specific Standards - Other potential marijuana-related nuisances may be mitigated through use-specific standards. For example, parking requirements per square foot may be higher than for other retail uses, especially in communities with limits on the number of marijuana retail locations. Many municipalities also establish limits on the floor area of a retail location, to prevent the establishment of very large marijuana stores and to limit the potential impacts on real estate market under certain conditions. Other common performance standards include: limits on the visual and written references to marijuana on signage; window opacity standards; odor control requirements beyond general municipal standards; and site improvements beyond general municipal requirements.

Enforcement

After reviewing the regulatory enforcement function of marijuana in several municipalities Staff is recommending one or two full time sworn police officers. The actual number will depend greatly upon the number and types of licensing the City decides upon allowing. Enforcement will be focused on monitoring compliance with the City's and the State's regulatory requirements for licensing, inventory control, transportation, and sale to underage individuals. This last point may involve such things as sting operations utilizing underage operatives and/or people with fraudulent identification documents.

Staff also recommends funding be allocated to the investigation and enforcement of black and gray market marijuana. Black market marijuana is currently prevalent in Grand Junction and Mesa County and local law enforcement resources are too limited to address the complaints of grows, use and sales. The funding of two police officers to investigate and enforce state law regarding black and gray market marijuana is, per Grand Junction Police Department leadership, critical to addressing this problem in Grand Junction. Arguably the legal marijuana industry should be very supportive of addressing those competing with their business through illegal means. Additionally, the community should be concerned with the loss of tax revenue when illegal sales continue.

CONCLUSION

Staff will be providing an overview of this memo and will be seeking specific direction on the items listed below. Staff welcomes additional questions and discussion on this complex issue. The information contained in this report is designed to facilitate discussion, not to provide a definitive recommendation. It is evident, based on the concerted research efforts of staff, that there is no definitive best practice in the realm of marijuana regulations, but rather that each policy choice can be clearly identified with a different goal or motivation. To this end, staff seeks direction from Council on the following four matters:

- 1) the license types that the Council would refer to the ballot;
- 2) the preferred approach to the development of proposed sales and excise tax rates;
- 3) the potential for earmarking anticipated revenues; and
- 4) the preferred timing for the development by ordinance of the regulatory structure for any marijuana related business considered for the ballot.

FISCAL IMPACT:

The fiscal impact will depend on the policy and regulatory framework.

SUGGESTED ACTION:

Discussion and Direction.

Attachments

1. Sample Recommendations Survey
2. Detailed Tax Information
3. November 30 City Council Workshop Staff Report
4. July 13 City Council Workshop Staff Report



Grand Junction City Council

Workshop Session

Item #1.b.

Meeting Date: November 30, 2020

Presented By: Lance Gloss, Senior Planner

Department: City Clerk

Submitted By: Lance Gloss

Information

SUBJECT:

Update on Marijuana Working Group

EXECUTIVE SUMMARY:

At the September 14, 2020 workshop of the City Council, the Council solicited public input regarding the status of medical and recreational marijuana businesses in the City—businesses which are, at present, almost entirely prohibited. The discussion concluded with a request by Council that staff initiate a systematic review of steps available to the City staff and officials to reexamine and, if so directed, to revise the municipal regulatory framework for marijuana businesses. Council also directed staff to form a working group of balanced and sensible composition to guide decision-making over the course of this process. This approach has facilitated, and will continue to facilitate, the forward progress of staff through this complex topic.

To date, a team of approximately ten staff has assembled from the Community Development Department, Police Department, Fire Department, City Attorney's Office, City Clerk's Office, and City Manager's Office, with support from additional departments. This staff team is engaged in in-depth research across topics of licensing, land-use, education, public safety, taxation, law, and more. Staff has also formed the working group as requested, bringing the approximately 20 members together three times to engage this topic to date, with an anticipated five to seven additional meetings to come in December 2020 and January 2021. This staff team and community working group will each deliver recommendations to the City Council over the coming weeks and months, presenting best practices, possible courses of action, an anticipated ballot measure for April 2020, and other relevant information that will inform decision-making by the Council.

BACKGROUND OR DETAILED INFORMATION:

A common definition of marijuana is supplied in Article XVIII, Section 16 of the Colorado Constitution, which also establishes marijuana regulations effective statewide. The article defines marijuana as “all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including concentrate.” While both marijuana and industrial hemp are derived from the plant *Cannabis sativa* L., marijuana is distinguished from industrial hemp in that marijuana contains higher concentrations of delta-9 tetrahydrocannabinol (THC). The used portion of the *Cannabis sativa* plant also differs between marijuana and hemp. Marijuana is typically the flower-bud while hemp uses typically encompass stems, seeds, and flowers.

The legal background for marijuana businesses in the City of Grand Junction is complex, and is comprised of decisions made at the Federal, State, and Local levels including the decisions of officials and the results of ballot initiatives and petitions. A full summary of events leading to the extant legal conditions for marijuana businesses can be found in the attached memo prepared by the City Attorney’s Office. The present conditions can be summarized as follows. Federal regulations regard marijuana as an illegal, schedule 1 drug or controlled substance, and provide for criminal punishment of those knowingly in possession of the drug. State regulations regard marijuana as legal for recreational use by individuals over the age of 21, and legal for medical uses subject to licensing and approvals. The City of Grand Junction enforces the marijuana regulations found at the state level, and does not prosecute possession or cultivation of marijuana, nor the distribution of medical marijuana by licensed caregivers, to the extent that these activities are protected by the Colorado Constitution. The only marijuana-related businesses that are permitted within City limits are testing facilities, which do not sell or otherwise distribute marijuana.

Currently, City of Grand Junction staff and community members, including the Marijuana Working Group, are researching, reviewing, discussing and preparing a recommendation to assist in the development of an ordinance on the taxation, permitting and regulation of marijuana for the City Council’s consideration for a Spring 2021 ballot measure. The ballot measure could include a proposal to repeal a 2011 moratorium on marijuana businesses and establish a rate of taxation. Repealing the moratorium would allow City Council to regulate any and all marijuana businesses by ordinance.

A discussion regarding a possible spring election question is anticipated for mid-December. City Council is projected to review and vote for/against adoption of the ballot language by January 26, 2021, if there is desire to have a question in the spring. An intergovernmental agreement between the City and Mesa County for the regular

municipal election must occur on or before January 26, 2021 which is 70 days before election. The ballot certification must occur 60 days before the election, which date is February 5, 2021. An ordinance regarding business licensing, land-use permitting, and enforcement related to marijuana businesses will be proposed subsequent to the passage of the ballot measure.

Summary of Measures and Components

The City's effort to review marijuana regulations involves four major components: a community working group; a staff team; a ballot measure; and, depending on the outcomes for these three components, an ordinance advancing new regulations on marijuana-related businesses.

1) *Working Group*

The working group is comprised of residents, business owners and leaders, and marijuana industry professionals. The goal of the working group, made up of 15-20 individuals, is to provide a recommendation to City Council regarding the types of—and/or limitations on—marijuana businesses that should be allowed in the City of Grand Junction. The recommendation will be formulated through discussions held during approximately eight meetings over the next three months.

2) *Staff Team*

The staff team is comprised of City of Grand Junction staff from the Community Development Department, Police Department, Fire Department, City Attorney's Office, City Clerk's Office, and City Manager's Office. The role of the staff team is to bring information to the community working group for review, discussion, and recommendation regarding the taxation, permitting, and regulation of marijuana for the City Council's consideration.

3) *Ballot Measure*

The City Council has initially expressed the intent to bring a ballot measure to voters in April, concerning whether marijuana businesses should be permitted and taxed in Grand Junction. This could include a proposal to repeal the 2011 moratorium on medical marijuana businesses and establish a rate of taxation. A ballot measure may also include earmarking of the revenue for certain City functions.

4) *Regulations (Ordinance)*

An ordinance establishing the regulatory framework for business licensing, land-use permitting, and enforcement related to marijuana businesses will be brought forward for City Council's consideration.

Next Steps

The staff team involved in this process will continue to examine the range of regulatory options for marijuana businesses, and will continue to facilitate the development of a recommendation on this topic by the community working group. The goals and potential products of this effort being relatively established, this work may continue in essentially the direction in which it is already aimed. That said, the staff team remains flexible to the direction of the City Council regarding how best to pursue this research, and will change course as directed. One possible set of actions that has been discussed at various levels is the provision of a public set of data and review materials that may be put forward to inform the public and facilitate reasoned debate on the potential merits and negative impacts of changes to the City's marijuana regulations. A similar product could be produced expressly for the review of Council, along with summaries of regulations in comparable jurisdictions, detailed legal or technical examinations of any particular aspects of this line of inquiry that the Council deems important, or similar. The staff team certainly embraces opportunities for public dialogue at all stages of research and recommendation, and welcomes any decision by Council that would expand or facilitate public engagement in this complex topic.

FISCAL IMPACT:

N/A

SUGGESTED ACTION:

For update and City Council discussion.

Attachments

None



Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: September 17, 2020

Presented By: Greg Caton, City Manager

Department: Community Development

Submitted By: Greg Caton, City Manager

Information

SUBJECT:

Discussion Regarding the Potential Introduction of an Ordinance Permitting Marijuana Cultivation, Processing, Sales and/or Consumption

EXECUTIVE SUMMARY:

At City Council's workshop on Monday, September 14th the City will receive feedback from the public regarding marijuana business licensing and explore the possibility of a ballot question in April. A potential ballot question may include permitting marijuana cultivation, processing, sale and/or consumption. Based on the September 14, 2020 workshop, there may be discussion with the Planning Commission regarding land use related issues and/or formation of a working group to assist in the development of land use regulations.

BACKGROUND OR DETAILED INFORMATION:

Staff reports from City Council workshops on July 13th and September 14th have been attached.

FISCAL IMPACT:

N/A

SUGGESTED ACTION:

This item is for discussion purposes only.

Attachments

1. Sept 14 Marijuana Staff Report

2. July 13 Marijuana Workshop Staff Report



Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: September 14, 2020

Presented By: Doug Shoemaker, Chief of Police

Department: Police

Submitted By: Doug Shoemaker, Chief of Police

Information

SUBJECT:

Discussion regarding Cannabis Regulation and Licensing within the City of Grand Junction

EXECUTIVE SUMMARY:

The purpose of this workshop topic is for City Council discussion on marijuana businesses in Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

The City has conducted additional research regarding introduction of an ordinance to amend or repeal Ordinance 4599 to would permit the sale/cultivation of marijuana within Grand Junction. The research, conducted by various departments, including the Police department, confirms there are many decisions points and policy considerations regarding whether to permit cultivation, processing, sale, and recreational consumption of marijuana. Some of the considerations/findings are as follows:

1. Whether to allow for the permitting of cultivation or “grow” operations or if the preference is for retail marijuana (recreational or medical) or “sale” locations within the city limits, or for both. Given the varied issues of each option, better understanding is needed of potential criminal activity, licensing, security, site locations, zoning, and other regulatory considerations. The number of establishments to be permitted should be determined and zoning is key to ensure that residential neighborhoods, schools, etc., are not affected. Finally, issues of drive up service and delivery services should be carefully considered, as well as whether or not attached ‘event centers’ which may offer “smoking rooms” are going to be permitted. Each such use brings additional challenges that may not be suitable for some communities, particularly in light of safety concerns

and other enforcement/compliance issues.

The State of Colorado, through the Marijuana Enforcement Division (MED) has established many of the basic cannabis regulations and those can be found at <https://www.colorado.gov/pacific/enforcement/marijuanaenforcement>. The MED is also a source for educational materials and other resources for both the regulated and regulators. Specific questions for the City Council include:

- a. Should retail sales of medical and recreational marijuana be allowed? If so, where and/or with what conditions?
- b. Should cultivation of marijuana be allowed. If so, where and/or with what conditions?
- c. Should processing of marijuana be allowed? If so, where and/or with what conditions?
- d. Should consumption of marijuana in “hospitality establishments” be allowed? If so, where and/or with what conditions?
- e. Should a working group be formed to assist in proposed draft land use (and/or other) regulations? (Many communities have written regulations (largely focused on land use issues) by forming a working group of diverse interests. If the Council proceeds with an ordinance, City staff recommends the formation of a working group to provide input into the formation of regulations.)

While the MED regulates State licensing, local licensing is necessary and different types of operations (recreational sales/medicinal sales/grow operations) require different licenses and in turn different compliance efforts. A licensing effort will minimally include owners, operators and staff submitting fingerprints and background checks together with an application for a business license and payment of applicable fees. Additionally, when considering medical or recreational sales, separate licenses must exist for each facility, principally for taxation and other requirements to segregate those sales. Research has shown that ordinances that reflect the policy(ies) of the community and the process that is used in fashion those ordinances tends to result in a regulatory climate that is key in determining a successful, manageable program. Compliance with state regulations serve as the starting point, but each community needs to create regulations to suit its needs. Specific questions for the City Council include:

- a. An ordinance will need to establish a licensing process and program.
- b. License fees will need to be determined, and,
- c. The number (if limited) and type of licenses will need to be established.

Different communities which allow for the sale/cultivation of marijuana have different experiences and different approaches to regulation and taxation. Specific questions for the City Council include:

- a. The City should consider level of taxation on retail sales.
- b. The City should consider excise or other taxes on growing/production.

2. The sale/cultivation of marijuana requires oversight, in every case researched, such a responsibility falls within the authority of the local police department. Research has shown that there is a perception that criminal activity will increase if marijuana sales are “legalized” within a community, whether they be recreational or grow operations. Contrary to that perception, however, very few jurisdictions saw a significant increase in crime related to those operations. Major crimes such as robberies were rarely reported, and even burglaries were fairly minimal. The strict adherence to a multitude of crime prevention efforts, such as a significant and robust camera system, are most certainly a deterrent to potential violent criminal issues. Based on conversations with various law enforcement agencies across the state, an ordinance should include a specifically earmarked revenue source for law enforcement and code enforcement personnel to assist with compliance/enforcement. Each law enforcement agency surveyed stressed the significant level of workload that compliance brings. Specific questions for the City Council include:

- a. Should revenue be earmarked for a specific purpose(s) such as law enforcement related compliance issues, substance abuse services/service providers, youth usage prevention, and/or wellness/recreational facilities?

Additional background regarding the potential introduction of cultivation, processing, retail and consumption was provided as part of the July 17, 2020 workshop and has been attached for reference.

FISCAL IMPACT:

This item is for discussion purposes.

SUGGESTED ACTION:

For City Council discussion.

Attachments

1. Successful Cannabis Regulation Guide
2. July 17 Workshop Staff Report

A Local Government's Guide to Successful Cannabis Regulation & Licensing

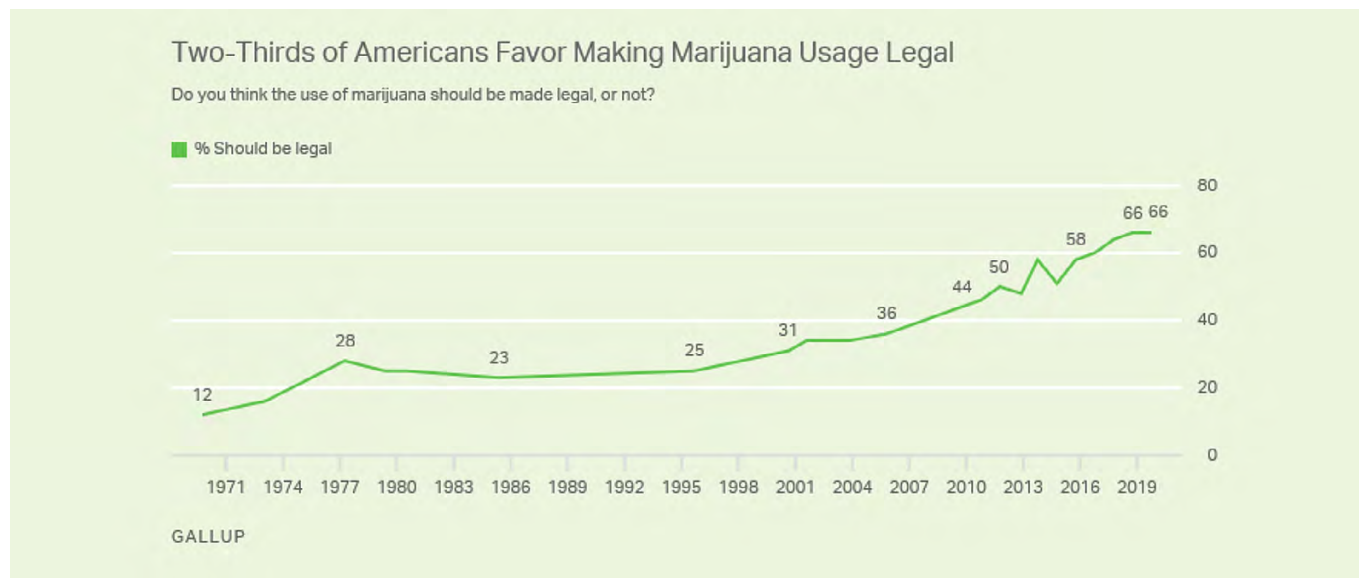
Contents

- 1 Cannabis—From “Growing” to Dominant Industry**
- 4 Understanding the Full Scope of Cannabis Business Types**
- 5 Tracing the Impact of Federal Trends to the Local Level**
- 14 Moving Forward**

Cannabis—From “Growing” to Dominant Industry

The cannabis industry in the US is expected to mature to more than \$30 billion in sales within the next five years, according to [New Frontier Data](#). That means the cannabis market is now larger than many prominent industries in the US, including food delivery, home entertainment, and Valentine’s Day. More than 211,000 people now work full-time in cannabis-related jobs, according to a recent report by [Whitney Economics](#)—with 68,000 new positions added in the last year alone. There are at least 17,350 active licenses for marijuana businesses, according to [Cannabiz Media](#). Most recently, Colorado State University-Pueblo announced that they would be offering [a new academic major](#) to students: a Bachelor of Science in Cannabis Biology and Chemistry.

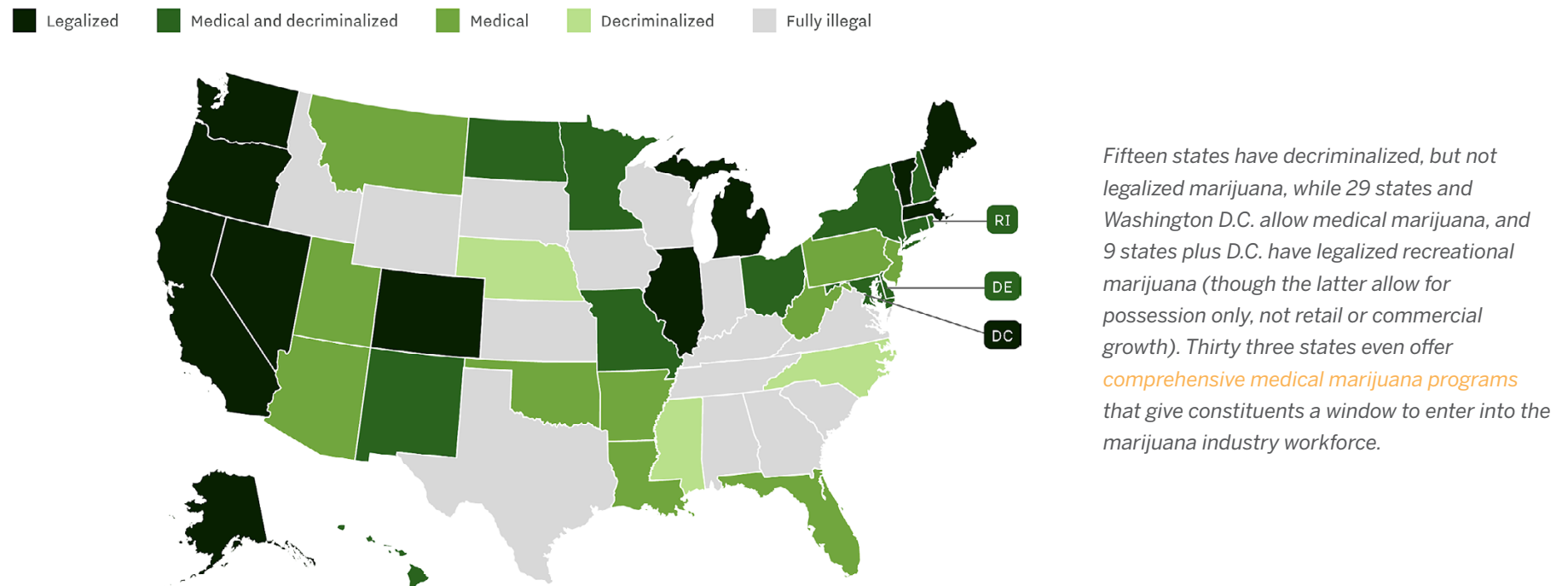
While these facts and figures would have seemed somewhat implausible even 10 years ago, changes in public opinion regarding cannabis is fueling this shift. As a recent [Gallup survey](#) shows, support for legalization has steadily risen more than 54 percentage points over the last fifty years, with the most substantial gains taking place since 2005. Between 2005 and 2018, public support for legalization has nearly doubled with 66% of the population in support in 2019, a figure that’s remained unchanged over the last year.



U.S. public opinion support for cannabis legalization rose from 31% in 2000 to 66% in 2019.

While marijuana has been listed as a Schedule 1 drug at the federal level since the Controlled Substances Act in 1970, individual states have passed their own laws legalizing the production and sale of marijuana in various forms, uses, and under the umbrella of different business types.

Marijuana regulation remains a controversial subject across all levels of government, not only because of **personal beliefs**, but also the complexity surrounding the changes required of policy and legislation. In spite of this, there are numerous benefits to be reaped, which are becoming increasingly apparent as more and more states and communities make the switch and publicly share the outcomes. The 2016 election season—where a historic number of states passed ballot initiatives legalizing marijuana—was a critical tipping point for the pro-legalization movement. In the upcoming 2020 election, it's showing no signs of slowing down.





Growing evidence of the medical benefits of marijuana may lead to the federal government changing its Schedule 1 drug classification. However, even if this doesn't happen in the near future, industry pressure and international legalization efforts (like Canada's recent legislation) are

paving the way for more cannabis-friendly regulation. Since 2016, there have been ongoing legislative attempts to **explicitly allow states to pass their own marijuana laws** without interference from the federal government. The **multiple bills** currently facing the Senate lay new groundwork for decriminalization, taxation, and regulation of marijuana.

With legislative change looming on the horizon, the question now is, **how are local governments going to respond?**

While legalization is first enacted at a state level, individual municipalities define the lines of how cannabis businesses can operate within their borders. In California, for example, cannabis **businesses must prove they have permission to operate** from their local government before they can get a license to operate from the state. Permitting, local fee collections, and enforcement also fall to the municipality, making proactive and intentional regulations all the more important.

Understanding the Full Scope of Cannabis Business Types

Before we begin, it's important to understand the various ways that marijuana-related establishments relate to respective government processes spanning licensing, planning and zoning, and taxation. State laws recognize three main categories of marijuana use:

- Medical marijuana: prescribed or recommended by a doctor to treat a medical condition
- Recreational marijuana: for use by anyone over the age of 21
- High CBD/Low THC: marijuana plant or products with no or low THC (psychoactive ingredient) and high amounts of CBD (non-psychoactive ingredient), typically useful for medical treatments without the associated 'high'

There are also an array of business types that fall under commercial or non-commercial operations, as detailed in the following table.

Regulating commercial businesses is most commonly the primary focus, but even within 'commercial' types, municipalities need to decide what types of operations are appropriate for their community. For example, some communities may not allow cooperatives or delivery businesses because they are harder to regulate, while others will be more concerned with odors coming from manufacturing sites.

Commercial Operations	
Cultivator	Plants, grows, harvests, dries, cures, grades, or trims cannabis; licenses can come in different tiers depending on the size of the land being used
Testing/Research Facility	Conducts research on and quality tests marijuana; most governments don't allow the sale of marijuana or marijuana products to retailers or the public until all required testing is completed (tests may include potency analysis, moisture content, foreign matter inspection, microbial screening, pesticide and other chemical residue screening, and residual solvents levels)
Distributor	Sells and/or transports marijuana between other marijuana businesses
Manufacturer	Produces or prepares cannabis or cannabis products, packages or repackages related products, or labels the container
Retailer	Sells marijuana or marijuana products directly to consumers; this can be limited to selling on-site, or may include deliveries
Social Consumption Establishment	An establishment or special event where cannabis is consumed

Non-Commercial Operations	
Home Grower	Grows plants in one's home, not for sale or distribution
Marijuana Cooperative	Cooperatives, also referred to as Collectives, are gardens where multiple individuals share in the costs and labor for growing plants for personal use (non-commercially); governments can distinguish between medical cooperatives and recreational cooperatives

Tracing the Impact of Federal Trends to the Local Level

There Is No One Solution: Local Context is Key

Regulating cannabis businesses isn't just a question of legality—the minutiae of what types of businesses, what types of products, and other regulatory limits have to be established by both state and local governments. These decisions aren't black and white, and there is no standard blueprint. Reviewing best practices within the local context of your individual community is the best plan for creating an effective, sustainable regulatory environment.

In cases where state legalization has already occurred, **local governments have responded to varying degrees**. Some outright ban all marijuana-related businesses, some allow medical dispensaries but not recreational, some only allow home growers, and others open their doors to all components of the marijuana industry. When considering incorporating cannabis businesses into the local tax base and economy, it's also crucial to think about how to **structure licensing in a way that can scale with a rapidly growing market**. This process should be accessible and user-friendly, so business owners are encouraged to register correctly and in a timely manner. This ensures the city or town collects all possible tax revenue, has an accurate picture of the spread of new businesses, and can oversee a smooth rollout with minimal complications.

If you're thinking this research is jumping the gun because legalization hasn't occurred in your state (yet)—understanding these details before the market opens sets you lightyears ahead in terms of planning and regulation. The more organized and structured you can be ahead of time, the more success you'll find in enacting new policies in order to receive the benefits of cannabis.



Cannabis Permitting and Licensing Considerations

Permitting and licensing is the most important consideration when it comes to how municipalities regulate marijuana. What requirements and guidelines each business type entails has to be determined by what fits for your unique community. Whatever the policy decision, implementation may involve multiple departments including business licensing, community development, finance, police, fire, health, and code enforcement. Early communication, a coordinated approach, and intra-departmental workflow management tools will help set the stage for success.

Below are some key considerations for this process, coupled with examples of how some local governments have effectively crafted policies.

1. Start simple, then expand

A rolling window for accepting applications can help promote efficient processing and turnaround by staggering the influx and helping to balance the workload of government employees.

Especially in states moving from medical to recreational legalization, it's helpful to first consider what kinds of businesses already exist in your city. For example, when the [State of Massachusetts began accepting applications for marijuana-related businesses](#) in April 2018, they organized different categories of applicants with a staggered rollout, and those categories took into account what businesses would need the least amount of resources to begin legal operations.

The first application window opened just to businesses that qualified for “expedited review” (including medical marijuana retailers already open or possessing a provisional permit), while the second round of the rollout included applications from cultivation farms, craft marijuana-growing cooperatives, and other small businesses.

A third window for retail stores, makers of marijuana-derived products, and transportation companies, included those that would likely need a more in-depth permitting and licensing process before operations could begin.

While it's still too early to tell the overall efficacy of this system, there's no denying that this conscious approach to accepting applications has helped more efficiently manage the resources available to departments, and set the stage to build upon and learn from each wave of applicants.

How may we help?

Access service information and apply online – all from here.

Search for something like "Business Occupancy Permit " or "Spe..."

Start a Project

Choose below to start a project



Open a Restaurant



Cannabis Compliance

Regulatory Permit



Remodel a Home

An example of a user-friendly permitting, licensing, and code enforcement portal from [OpenGov PLC](#) that will encourage accurate and timely cannabis business registration, fee payment, and compliance.

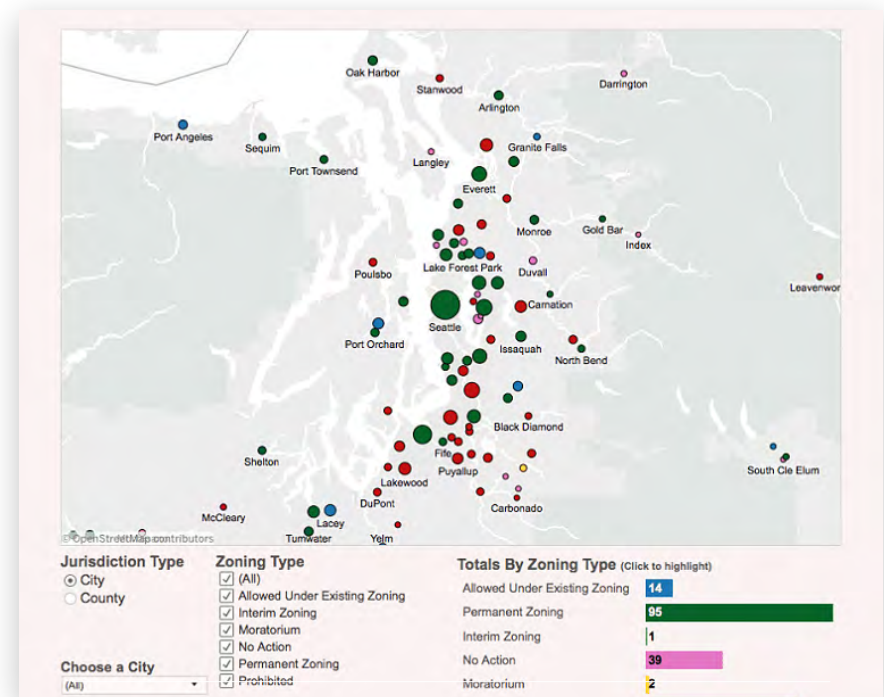
2. Establish Zoning Laws with Buffers

Local planning and zoning laws are the primary tool for regulating where and how marijuana businesses can operate—specifying which zones will and will not allow specific types of marijuana-related business operations, as well as the maximum density or total number of establishments that can exist in a given area.

In Washington State, for example, Moses Lake limited manufacturers to industrial zones, while Vancouver restricted all types of marijuana businesses to industrial or light industrial zones only.

Washington municipalities are also great examples of **how buffer zones can effectively manage where businesses can operate**. The state itself requires a 1000 ft. minimum buffer from specific entities (elementary and secondary schools, playgrounds, recreational centers, childcare centers, public parks, public transit centers, libraries, youth arcades), but towns and cities can choose to reduce the buffer down to 100 ft., except for elementary and secondary schools, as seen below:

- The City of Shelton reduced the buffer to 500 ft. for researchers, processors, and producers, but not for retailers.
- The City of Tacoma reduced retail buffer zones to 500 ft. for a slew of categories including correctional facilities, drug rehabilitation facilities, libraries, and parks, but only downtown, where businesses naturally have a closer proximity.
- The City of Shoreline incorporated development regulations for certain marijuana retailers, processors, producers, and medical cooperatives into the city's unified development code.
- The City of Newport requires certain facilities associated with marijuana production, processing, transportation and/or sale to acquire a conditional use permit in industrial zones.



Map of marijuana regulation zoning types by city in Washington State.

3. Involve the community

As noted earlier, legalizing marijuana doesn't mean all community concerns will go away. Legalizing is the first step, but figuring out how that looks in practice within a particular city or town is a different process. Addressing environmental and public safety concerns is essential, and one proactive, transparent way to do that is by incorporating community involvement as a requirement in the licensing process.

Massachusetts requires applicants to have held a community outreach meeting ([detailed in the Guidance Document](#)) in the proposed local community within the last six months and sign a Host Community Agreement (HCA) with the municipality.

There must be a public notice of the meeting describing the subject matter that will be covered and the proposed address of the applicant's establishment. A copy of the notice is also required to be filed with the town or city clerk, the planning board, the contracting authority, and the local licensing authority for adult use of marijuana (if applicable).

There are also guidelines as to what must be discussed at the community outreach meeting including:

- The type of marijuana establishment proposed
- Information demonstrating that the location will be maintained securely
- Steps to be taken to prevent diversion to minors
- A plan to positively impact the community and information demonstrating that the location will not be a nuisance
- An opportunity for Q&A between community members and a representative of the marijuana establishment

After the meeting occurs, an HCA is generated as documentation proving the meeting occurred, signed by the contracting authorities for the municipality and the applicant.

For example, [this HCA](#) between the Town of Douglas, Massachusetts and a registered marijuana dispensary looking to also open a cultivation and processing facility, contains a commitment to hire locally when possible (section 7), make capital improvements to the property to match the feel of the Town (section 8), and work with the Town's Police Department to best position exterior cameras and collaborate on security (section 11).

4. Increase inspection capabilities

As with any new establishment, the local government is responsible for making sure building, plumbing, electrical, and fire codes pass inspections before a license is issued, and that any new building that occurs is done with the proper permitting. While not every municipality has the means to hire more inspectors, it is important to anticipate an increase in the amount of inspections necessary, especially during initial rollout when there can be an influx of businesses looking to get licensed.

Allowing for online inspection scheduling will help make the permitting process more user-friendly for new applicants, as well as help inspectors focus on their field work. Overall, an easy-to-use permitting and licensing setup will improve compliance, so an organized, accessible inspections system is a high priority.

The screenshot displays the OpenGov Citizen Services web application. The top navigation bar includes 'Inspect', 'Schedule', and 'Requests' tabs, with 'Inspect' currently selected. A search bar is located to the right of the tabs. Below the navigation bar, the user's name 'Kelsey Prince' is displayed, along with a date selector set to 'Thu. Dec 5th' and an 'Options' dropdown menu. The main content area is divided into two sections: a list of inspection requests on the left and a map of Boston on the right. The list of requests includes:

- Final Inspection for Building Permit 29322**: 228 West Canton Street, Boston, MA 02116. Status: Dec 05, KP.
- Foundation Inspection for Tall Grass 29358**: 1 Avenue de Lafayette, Boston, MA 02111. Status: Dec 05, KP.
- Final Inspection for Building Permit 29339**: 420 D Street, Boston, MA 02210. Status: Dec 05, KP.
- Inspection (Initial/Footing/Framing) for Building Permit 29388**: 420 D Street, Boston, MA 02210. Status: Dec 05, KP.
- Inspection for Electrical Permit 29391**: 100 Southampton Street, Boston, MA 02118. Status: Dec 05, KP.

The map on the right shows a blue route line connecting the locations of the inspection requests across various Boston neighborhoods, including Back Bay, Chinatown, South End, and South Boston. The map is powered by Leaflet.

Online inspection requests and efficient scheduling can help municipalities get the most out of their time.

5. Business specific codes

Many municipalities also create additional codes specifically pertinent to cannabis-related businesses (and even different types of cannabis related businesses). This type of regulation covers how marijuana-related businesses must operate to be in compliance, in the same way liquor stores and other “adult-related establishments” are treated as a special class of business.

This may mean guidelines dictating what hours a retailer can be open between. It can also include rules on signage, how customers are served, restrictions on serving someone who is already under the influence, and a minimum level of security required for a business.

Additionally, these codes may limit outside growing, specify a maximum number of plants for the premises, or address whether plants can be visible from off the property, and if fencing is required. Especially for manufacturers, there is concern around making sure there’s no change to air quality or a pervasive smell that could bother neighbors.



The “bud room” of a cannabis grow facility in Denver, Colorado, with plants still in their early stages. Picture from Cannabis Tours on wikimedia.

6. Robust software for seed-to-sale tracking

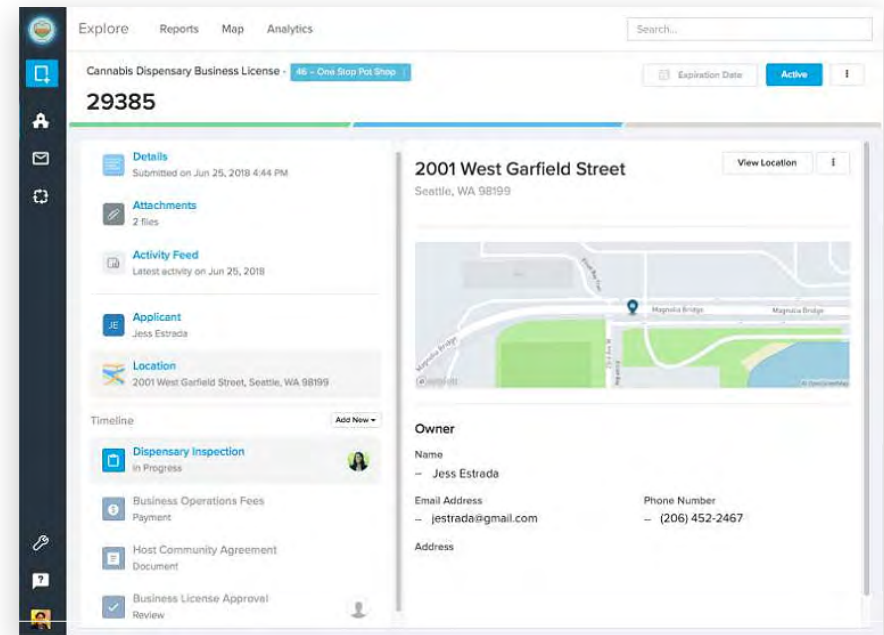
Knowing the stages of marijuana moving from production to consumption and having a centralized database with all permitting and licensing information are critical parts of effective regulation.

It becomes more difficult to crack down on illegal businesses without a centralized place to track business registration data and make that information available to all relevant departments. With a **modern, centralized system**, inspectors can record results and notes from the field, and anyone who needs to check on the status of an application or license has easy access to pertinent information and other staff members.

A centralized permitting and licensing system will help effectively regulate marijuana businesses by allowing inspectors to report data in the field, and by providing easy access to information across multiple departments.

This is an issue Oregon is currently grappling with as their permitting and licensing systems have vulnerabilities that make it hard to identify if/when a subset of marijuana-related products are being diverted outside of licensed businesses, or even outside of the state.

In a rapidly evolving industry, it's also a clear advantage to have modern, adaptable processes and softwares as rules and regulations may need to be changed as you go.



A centralized permitting and licensing system will help effectively regulate marijuana businesses by allowing inspectors to report data in the field, and by providing easy access to information across multiple departments.

7. Taxation and fee collection

Municipalities are also responsible for setting and overseeing local taxes and fees. In addition to state taxes, a town or city may set **local business license taxes**, which may include different taxes for medical and commercial businesses. Two common structures to base taxes on are percentage of gross receipts for businesses like retail, and a dollar amount per square foot for cultivation. It's also important to have a system for accepting payment by cash, as some businesses aren't currently able to work with federal banks.

Having a clear schema for business operating permit fees according to different businesses is another key step. Having a user-friendly way to calculate fees and convey that information to applicants is even better (ideally, the system will automatically calculate the fees based on the applicant's data).

Those fees can go to help cover increases in inspection and code enforcement resources needed to regulate new marijuana businesses, and taxes can be funneled back into city improvements. In Manitou Springs, CO, for example, **marijuana tax revenue helped double Manitou's general fund** and pay for long-needed revitalization.

Permit Type	BOP Fee New	BOP Fee Renewal
Cultivation up to 5,000 sq ft	\$ 9,700	\$ 8,570
Cultivation up to 10,000 sq ft	\$ 20,210	\$ 17,840
Cultivation up to 22,000 sq ft	\$ 28,910	\$ 25,300
Dispensary	\$ 23,610	\$ 20,800
Dispensary w/ Delivery	\$ 2,810	-
Dispensary - Delivery Only	\$ 23,610	\$ 20,800
Dispensary - Delivery Only - Less than \$500k	\$ 9,760	\$ 8,580
Distribution Center	\$ 29,000	\$ 25,500
Distribution Service	\$ 5,530	\$ 4,850
Manufacture Type 1 - (Class A) - up to \$100k	\$ 4,440	\$ 3,700
Manufacture Type 1 - (Class B) - up to \$1m	\$ 8,880	\$ 8,400
Manufacture Type 1 - (Class C) - up to \$3m	\$ 17,660	\$ 15,500
Manufacture Type 1 - (Class D) - over \$3m	\$ 30,900	\$ 25,625
Manufacture N or P (Class A) - up to \$100k	\$ 2,590	\$ 2,290
Manufacture N or P (Class B) - up to \$1m	\$ 7,670	\$ 6,750
Manufacture N or P (Class C) - up to \$3m	\$ 16,920	\$ 14,875
Manufacture N or P (Class D) - over \$3m	\$ 28,410	\$ 23,400
Testing Lab	\$ 14,270	\$ 12,570

Example **marijuana business operating permit fees**
from the City of Sacramento, CA

Moving Forward

The rapidly evolving landscape of the marijuana industry is both an exciting opportunity and a challenge for local governments. As commercial enterprises continue to develop, it will be the communities that are the most proactive and organized that reap the greatest benefits of new revenue streams, increased economic development opportunities, and revitalization of previously shuttered business districts. No matter how you choose to approach regulation, active communication, locally contextual policies, and modern tools to help connect departments to one another and to businesses are foundational keys to success.

About OpenGov Permitting, Licensing, and Code Enforcement (PLC)

Online Constituent Applications. Easier Compliance. Faster Revenue.

OpenGov's innovative Permitting, Licensing, and Code Enforcement (PLC) platform addresses the needs of local governments grappling with new cannabis permit and license types, while simultaneously delivering transparent requirements to constituents, who can conveniently apply for cannabis permits and licenses online. Digital applications are seamlessly routed through our powerful workflow automation tools to help your departments collaborate efficiently throughout the approvals process with automated task assignments, dynamic fees, and customizable performance reports. This unparalleled vision into how your team works together allows you to capitalize on the interest and investment in cannabis businesses that has the potential to generate new revenue streams to benefit your community.

About OpenGov

OpenGov is the leader in enterprise cloud solutions for government. OpenGov is the only integrated cloud solution for budgeting, planning, reporting, transparency, and permitting, licensing and code enforcement (PLC). This multi-tenant Software-as-a-Service (“SaaS”) solution connects stakeholders to the budget process, modernizes permitting and licensing operations, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning.

Over 1,000 public agencies use OpenGov — including the State of Ohio; the City of Richmond, VA; Flagstaff, AZ; and Washington, DC. OpenGov was founded in 2012, and is backed by Andreessen Horowitz, Emerson Collective, 8VC, and Thrive Capital.

Is Your Community Grappling with Cannabis?

[Talk with our team to learn about other OpenGov PLC communities](#)



(650) 336-7167

contact@opengov.com

opengov.com

Recommendation from the Marijuana Working Group

BACKGROUND

The following recommendation was directly derived from written responses and group discussion of the Marijuana Working Group to a set of options provided by City staff. The Marijuana Working Group met eight times in November and December 2020 and received input from various experts in the regulation of marijuana businesses. The Group's composition included local business leaders and real estate experts; local residents engaged with various neighborhoods and constituencies; marijuana and hemp industry leaders from across Western Colorado; and executive-level leadership from several public institutions in the Grand Valley. The Group was closely coordinated by City Staff from the Community Development Department, Police Department, Fire Department, City Attorney's Office, Finance Department, City Manager's Office, and City Clerk's Office.

RECOMMENDATION

Summary of Working Group's Recommendations:

Retail Sales	Cultivation	Products Manufacturer	Hospitality	Delivery	Sales Tax
Allow	Allow	Allow	Do not allow	Medical only	1. Place additional tax 2. Earmark revenues

Medical and Retail/Recreational Stores (i.e. dispensaries, sales locations)

Allow for both retail and medical sales licenses provided that these licenses are limited to C-1, C-2, B-1, and B-2 zone districts, with a decision on B-2 (Downtown Business) being guided with consideration to the Downtown Development Authority and downtown businesses. These businesses should also be subject to a buffer of 1,000 feet from any District 51 educational institution; of 500 feet from any higher education campus and from any licensed childcare center; and of 2,000 feet of any other licensed medical/recreational retail storefront. They should also be subject to use-specific standards including limitations on signage, advertising, odor, and security. Finally, a cap on the number of businesses should be strongly considered, such as would limit the number of stores to a total of between 6 and 10 stores. Detailed consideration should be given to any mechanism for enforcing the cap.

Cultivation Licenses

Allow for Cultivation provided that such operations be limited to the indoors for the control of nuisance, visual impact, and possible impacts to the hemp industry. Permits should be available for issuance no sooner than January 1, 2022. These should be limited to I-1 and I-2 zone districts. Cultivations should be subject to a buffer of 1,000 feet from any District 51 educational institution, and of 500 feet from any higher education campus and from any licensed childcare center. These operations should be subject to use-specific standards for odor and security and visual buffering from high-visibility corridors such as Riverside Parkway, and with setbacks from residential uses. These licenses are primarily relevant as a means of job creation and economic development.

Products Manufacturer Licenses

Allow for Products Manufacturer licenses provided that these are limited to I-1 and I-2 zone districts, and that they are subject to use-specific standards for signage, odor, security, and safety. These licenses are primarily relevant as a means of job creation and economic development.

Hospitality Business Licenses

Do not allow Hospitality Businesses at this time. These businesses may be considered in the future but are, to date, relatively untested and would therefore require a greater administrative burden and pose a greater risk for unpredictable impacts. They may, in the future, support a viable contribution to tourism and would also provide a service to City residents.

Delivery Licenses

Allow Delivery licenses for medical marijuana only, subject to further regulation. If not allowing these licenses, state explicitly in a regulatory ordinance that delivery operations licensed in another jurisdiction shall not operate within City limits. These licenses may be reconsidered in the future as regulations are further clarified by the State.

Sales Tax Rate and Fees

Place an additional sales tax on all retail sales of marijuana, tax rates should be set to maximize revenues by setting a tax rate that is at or above the rate imposed in nearby communities. Fees should be set to fully fund administration through licensing and renewal fees. A ballot question should include a maximum local sales tax of 15%, while the exact tax rate should be set by ordinance and should be set near the mean regional rate of approximately 5%.

Excise Tax Rate and Fees

Place an additional excise tax on all processing and cultivation, with the excise tax rate be set to establish a business-friendly environment, including a minimum fee structure and a highly competitive tax rate, at or below that of nearby communities. A ballot question should include a maximum local excise tax of 15%, while tax rate should be set by ordinance. The initial tax rate should be set at or below the mean regional rate, between 0% and 3%.

Tax Revenue Usage

Earmark tax revenues primarily for administration and enforcement, with additional revenue allocated to parks and recreation and/or education. Revenue should be explicitly earmarked for specific uses; earmarking for broad purposes or for the general fund may be less successful on the ballot. Licensing and administration should be funded by fees where possible, without being cost-prohibitive to business.

FURTHER COMMENTARY

A range of dissenting and variant comments were raised by one or more members of the working group. These include, but are not limited to:

- Opposition to any ballot question that would allow retail marijuana businesses;
- Opposition to the allowance of medical and retail sales in B-1 and B-2 zone districts;
- Opposition to the setting of a numerical cap on the number of marijuana stores;
- Wide variation in the recommended number of stores, should a numerical cap be set;
- Support for different combinations of uses and distances included in the buffering of marijuana sales businesses, including removing parks from the list of buffered uses and/or adding treatment centers/halfway houses to the list of buffered uses;
- Opposition to the inclusion of K-12 education in the list of possible tax revenue uses;
- Support for earmarking tax revenues explicitly for the enforcement of black-market drug regulations and the recruitment of new officers;

- Opposition to directing marijuana revenues to the development of a community rec center;
- Support for a broadly more permissive environment for marijuana businesses to encourage attendant economic development;
- Support for a flat rate annual fee on license holders as a substitute for excise tax or sales tax;
- Support for enabling marijuana sales businesses along portions of North Avenue regardless of buffering regulations that may apply elsewhere;

Lance Gloss

From: Tamra Allen
Sent: Monday, January 4, 2021 3:35 PM
To: Lance Gloss
Subject: FW: Potential Marijuana Ballot Question on Jan 4 agenda

You might recall Barbara Traylor Smith was a former City Council member and Mayor.

Tamra Allen, AICP
Community Development Director
City of Grand Junction, Colorado
tamraa@gjcity.org
970-256-4023

Due to the recent rise in COVID-19 cases, City Hall is closed to the public starting Monday, November 16, 2020 but there are no anticipated interruptions to City services. Staff are available by email and phone during regular work hours and appointments can be made on a case by case basis.



From: Greg Caton <gregc@gjcity.org>
Sent: Monday, January 4, 2021 3:17 PM
To: Jodi Welch <jodir@gjcity.org>; Tamra Allen <tamraa@gjcity.org>; Lance Gloss <lanceg@gjcity.org>; Ken Sherbenou <kensh@gjcity.org>
Subject: FW: Potential Marijuana Ballot Question on Jan 4 agenda

FYI

Thank you,
Greg

Greg Caton, ICMA – CM
City Manager
City of Grand Junction
970-244-1502

From: [<mailto:barbara@gjretire.com>]
Sent: Monday, January 4, 2021 2:48 PM
To: Council <council@gjcity.org>; citymanager <citymanager@gjcity.org>
Subject: Potential Marijuana Ballot Question on Jan 4 agenda

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello all,

I hope you had a joyful holiday season. I have not been able to get to the workshops to hear the findings from the working group but have reviewed the attachments for tonight's agenda

Questions I do not see answered

- 1) Revenue's from communities have been presented. Have increased costs to police, NPO's, parks and rec, local hospitals, etc been investigated and addressed?
- 2) How have the homeless population counts been effected since the CO Law passed? Additionally how could the Boise case on homeless beds (John can help explain) affect our community if the population increases dramatically? (unintended consequences)
- 3) Potency levels are not addressed in the State law which has created strains that are so potent that they create hallucinations. Have you investigated the margin of any increased costs that are contributed to potency issues? Ability to regulate potency at the local level?
- 4) Youth use in the schools is handled in the school district not through the municipal court which is why the youth use is not accurately accounted (in my opinion). Has D51 been at the table to discuss the effects in the schools? Potency is a major issue in effects of adolescent use.

Phyllis may remember that when Homeward Bound came to council in January of 2013 or 2014 because they needed \$40K infusion to be able to keep their doors open I asked what the effect of the passage of the marijuana use had been on their organization. Bill Wade responded that there was an influx for the first couple of weeks however when they found out they couldn't purchase it, they moved on.

My understanding is that part of the need for the county public safety tax was the amount of presence required in De Beque which their police force could not handle or did not have jurisdiction.

https://www.upi.com/Health_News/2020/06/22/Colorado-traffic-deaths-up-75-per-year-since-pot-legalization-study-says/7231592841001/

Finally, taxing marijuana is not going to fix any budget. Cut's are difficult however that is what is sometimes necessary. Let's not sell out our kids future chasing this tax especially if we don't know all the related expenses.

Warmest regards,

Barbara

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 970.256.1748

 Barbara@GJRetire.com

 www.GJRetire.com

 744 Horizon Court Suite 350, Grand Junction, CO 81506



Advisory services offered through Foundations Investment Advisors, an SEC Registered Investment Adviser.



January 15, 2021

City Council
City of Grand Junction

Dear Mayor and Council Members:

I am the President, CEO and majority owner of Plum Companies LLC, which operates four High Q retail marijuana stores in the Western Slope of Colorado as well as the Hava Gardens marijuana cultivation facility in De Beque and the Äkta marijuana manufacturing facility in Carbondale. In addition, I have been fortunate to have participated in the Grand Junction marijuana working group.

First, I would just like to compliment the City staff in how they have worked to inform the council and the community about marijuana as you consider legalization. I was most impressed with their hard work, dedication and understanding of this complex issue.

Second, I would like to submit a comment with respect to the ballot language for the upcoming April election. I think you should consider unlinking the ballot measures. There are some people who automatically assume that all taxes are bad so there is a real possibility that one measure may pass without the other. If the Repeal Measure is approved by voters and the Tax Measure is not, the City would still collect sales taxes on Retail Marijuana sales at its regular sales tax rate and would receive its portion of the State sales taxes on Retail Marijuana sales. I believe you could also go back to the voters at a later date to add an additional sales tax. If the Tax Measure passes and the Repeal Measure then the taxes would be there in the event you legalized marijuana in the future.

Thank you in advance for your time and consideration of my comment. I look forward to seeing how all of this continues to unfold in Grand Junction.

Sincerely,

A handwritten signature in black ink, appearing to read "RSG", with a stylized flourish at the end.

Renée S. Grossman

1 RESOLUTION ____-21

2 A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON APRIL 6,
3 2021 A MEASURE CONCERNING THE TAXATION OF THE SALE OF REGULATED
4 MARIJUANA AND MARIJUANA PRODUCTS, REGULATED MARIJUANA PRODUCT
5 MANUFACTURING AND CULTIVATION OF MARIJUANA FOR REGULATED SALE TO PAY
6 FOR PARKS, RECREATION, OPEN SPACE, TRAILS AND ENFORCEMENT PURPOSES AND TO
7 RETAIN AND SPEND REVENUES AS DEFINED BY ARTICLE X, SECTION 20 OF THE
8 COLORADO CONSTITUTION FOR PAYMENT THEREFOR AND PROVIDING OTHER DETAILS
9 RELATING THERETO

10 RECITALS:

11 The City of Grand Junction, Colorado is a home rule municipal corporation duly organized and existing
12 under the laws and Constitution of the State of Colorado and the City Charter. The City Council is duly
13 authorized by the Charter and the Constitution to act for and on behalf of the City and the Council does
14 hereby find and determine that it is in the public interest to propose the taxation of marijuana businesses in
15 the City of Grand Junction, Colorado which businesses may or may not include (i) sale of marijuana and
16 marijuana products, and/or (ii) marijuana product manufacturing and/or (iii) cultivation of marijuana for
17 sale.

18 In 2010 the City Council prohibited the operation of medical marijuana businesses in the City limits and
19 amended the Grand Junction Municipal Code by the addition of certain sections prohibiting specified uses
20 relating to marijuana. A petition protesting those actions was filed, found to be sufficient, and the ordinance
21 was suspended. The City Council referred a ballot question to the April 5, 2011 municipal election. That
22 ballot question, known as Referred Measure A, prohibited the operation of medical marijuana businesses
23 and amended the Grand Junction Municipal Code to prohibit certain uses relating to marijuana. Referred
24 Measure A was approved with 7802 in favor and 5703 against.

25 On January 20, 2021 the City Council adopted Resolution ____-21, which referred a ballot question to the
26 electorate to repeal the 2011 Measure A at the regular municipal election on April 6, 2021 (the "Repeal
27 Measure.")

28 The Repeal Measure provides that it shall be contingent on and subject to voter approval of this resolution
29 (the "Marijuana Tax Measure") which sets the ballot title for the taxation measure as required by the
30 Colorado Constitution (Article X, Section 20 also known as "TABOR") to increase taxes and as otherwise
31 provided by law.

32 With the referral of this Marijuana Tax Measure to the April 6, 2021 ballot the City Council is not
33 sanctioning any type(s) of marijuana business(es) in Grand Junction but instead is only providing for a
34 means to tax marijuana business(es) if the Repeal Measure is approved by voters and if the City Council
35 approves by ordinance certain regulations allowing the conduct of marijuana business(es) in the City. The
36 exact number, type and location, if any, of any marijuana business(es) will be determined by and in the
37 sound discretion of the City Council with no greater than six stores allowed in the City.

38 If the voters approve both the Repeal Measure and this Marijuana Tax Measure and, further if the City
39 Council, by separate ordinance(s) authorizes and approves marijuana business(es) in Grand Junction, then
40 the tax revenue proposed with this ballot question will be used to fund the construction, operation and
41 maintenance of the highest priority(ies) of the 2021 Parks and Recreation Open Space (PROS) master plan,

42 which may include indoor and outdoor recreation and park facilities, capital improvements and
43 enhancements to the City's parks, trails and open space system. As well, some of the tax revenue will be
44 utilized for enforcement of the laws, rules, and regulations that apply to the marijuana industry with specific
45 emphasis on enforcement and lawful consumption, as provided by the ordinances to be separately adopted
46 by the City Council.

47 Approval of this Marijuana Tax Measure does not approve debt; any project(s) for which debt is required
48 to complete will require separate voter approval as established by Article X, Section 20 of the Colorado
49 Constitution ("TABOR").

50 NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Junction that:

51 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the
52 officers thereof, directed towards the election and the objects and purposes herein stated are hereby ratified,
53 approved and confirmed.

54 2. Pursuant to the Charter and all other applicable laws of the State of Colorado, the Council hereby
55 determines that an election shall be held on April 6, 2021 at which there shall be submitted to the registered
56 electors of the City the question set forth herein.

57 3. The Council hereby authorizes and directs the City Clerk to submit the following ballot title to the
58 registered electors on Tuesday, April 6, 2021.

59 SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED BY TWO MILLION NINE
60 HUNDRED THOUSAND DOLLARS (\$2,900,000) IN THE FIRST FULL FISCAL YEAR AND BY
61 SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY INCREASING THE CITY
62 SALES AND USE TAX ON THE RETAIL SALE OF REGULATED MARIJUANA AND MARIJUANA
63 PRODUCTS FROM 3.25% TO 8.25% (WITH AUTHORIZATION THAT THE SPECIAL SALES AND
64 USE TAX OF 5% COULD BE INCREASED IN THE FUTURE ABOVE 5% WITHOUT FURTHER
65 VOTER APPROVAL SO LONG AS THE RATE OF THE SPECIAL SALES AND USE TAXATION
66 DOES NOT EXCEED 15%) AND THE IMPOSITION OF AN EXCISE TAX OF 3% (WITH
67 AUTHORIZATION THAT THE EXCISE TAX OF 3% COULD BE INCREASED IN THE FUTURE
68 ABOVE 3% WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF THE EXCISE
69 TAX DOES NOT EXCEED 10%) WHEN UNPROCESSED REGULATED MARIJUANA IS FIRST
70 SOLD OR TRANSFERRED BY A REGULATED MARIJUANA CULTIVATION FACILITY AND IF
71 THE TRANSFER OR SALE IS BETWEEN AFFILIATED REGULATED MARIJUANA BUSINESS
72 LICENSEES THE TAX SHALL BE BASED ON THE AVERAGE MARKET RATE OF
73 UNPROCESSED MARIJUANA, AND IF THE TRANSFER OR SALE IS BETWEEN UNAFFILIATED
74 REGULATED MARIJUANA BUSINESS LICENSEES THE TAX SHALL BE BASED ON THE
75 CONTRACT PRICE, WITH THE REVENUES FROM EXCISE AND THE SPECIAL SALES AND USE
76 TAXES BEING USED FOR THE IMPROVEMENT AND PROTECTION OF THE COMMUNITY AND
77 HEALTH AND WELFARE OF ITS CITIZENS AS FOLLOWS:

- 78 • THE ENFORCEMENT OF REGULATIONS ON THE REGULATED MARIJUANA
79 INDUSTRY AND OTHER COSTS RELATED TO THE IMPLEMENTATION OF THE USE
80 AND REGULATION OF REGULATED MARIJUANA AND LAWFUL UTILIZATION OF
81 MARIJUANA; AND
- 82 • BUILDING, OPERATING AND MAINTAINING THE HIGHEST PRIORITY(IES) OF THE
83 ADOPTED PARKS AND RECREATION OPEN SPACE (PROS) PLAN WHICH INCLUDE
84 INDOOR AND OUTDOOR RECREATION AND PARK FACILITIES, CAPITAL

85 IMPROVEMENTS AND ENHANCEMENTS TO THE CITY'S PARKS, TRAILS AND OPEN
86 SPACE SYSTEM;

87 WITH ALL EXPENDITURES SUBJECT TO ANNUAL FINANCIAL AUDIT, AND MAY THE CITY
88 COLLECT, RETAIN AND EXPEND ALL OF THE REVENUES OF ALL OF SUCH TAXES AND THE
89 EARNINGS THEREON AS A VOTER-APPROVED REVENUE CHANGE WITHOUT LIMITATION
90 OR CONDITION UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR
91 ANY OTHER LAW?

92 _____ YES _____ NO

93 4. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise
94 apply in connection with the provisions hereof (including, without limitation, § 31-11-111, C.R.S.) are
95 hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance
96 and such statutes. Any such inconsistency or conflict is intended by the City Council and shall be deemed
97 made pursuant to the authority of Article XX of the State Constitution and the Charter.

98 5. The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and,
99 pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S.
100 regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any election contest
101 arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or
102 content of the ballot title shall be commenced by petition filed with the proper court within five days after
103 the title of the ballot issue or ballot question is set.

104 6. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to
105 effectuate the provisions of this resolution.

106 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid
107 or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in
108 no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

109

110

111 INTRODUCED, READ AND APPROVED this 20th day of January, 2021.

112 _____

113 C.E. "Duke" Wortmann

114 Mayor and President of the City Council

115

116 ATTEST:

117 _____

118 Wanda Winkelmann

119 City Clerk

120

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: January 20, 2021

Presented By: Lance Gloss, Senior Planner

Department: Community Development

Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

A Resolution Regarding the Repeal of Referred Measure A of the April 5, 2011 Regular Municipal Election

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

A draft of ballot language regarding marijuana businesses as been prepared in anticipation of the April 6, 2021 election. This ballot language comprises two separate measures that, for procedural purposes, must be referred to the ballot by separate motions. Please refer to the staff report and attachments for item 5.a.i. pertaining to this item. Please refer to the suggested motion pertaining specifically to the repeal of referred measure A of the April 5, 2011 Municipal Election below.

BACKGROUND OR DETAILED INFORMATION:

Please refer to the background information provided in the staff report for 5.a.i.

FISCAL IMPACT:

For the anticipated fiscal impact associated with this item, please refer to the staff report pertaining to item 5.a.i..

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 10-21, a resolution setting a title and submitting to the electorate on April 6, 2021 a measure concerning the repeal of the 2011

Referred Measure A to allow marijuana business(es) in the City of Grand Junction, Colorado.

Attachments

1. Resolution Repeal 2011 Measure A

1 RESOLUTION ____ 21

2 A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON APRIL 6,
3 2021 A MEASURE CONCERNING THE REPEAL OF THE 2011 REFERRED MEASURE A TO
4 ALLOW MARIJUANA BUSINESS(ES) IN THE CITY OF GRAND JUNCTION, COLORADO

5 RECITALS.

6 The City of Grand Junction, Colorado is a home rule municipal corporation duly organized and existing
7 under the laws and Constitution of the State of Colorado and the City Charter. The City Council is duly
8 authorized by the Charter and the Constitution to act for and on behalf of the City and the Council does
9 hereby find and determine that it is in the public interest to propose a ballot measure respecting the repeal
10 of the 2011 prohibition of marijuana businesses in the City of Grand Junction, Colorado. If the 2011
11 prohibition is repealed, based upon the further consideration and action by the City Council, marijuana
12 businesses may or may not be permitted that (i) sell marijuana and marijuana products, and/or
13 manufacture marijuana products, and/or cultivate marijuana for sale.

14 In 2010, the City Council prohibited the operation of medical marijuana businesses in the City limits and
15 amended the Grand Junction Municipal Code by the addition of certain sections prohibiting specified uses
16 relating to marijuana. A petition protesting those actions was filed, found to be sufficient, and the
17 ordinance was suspended. The City Council referred a ballot question to the April 5, 2011 municipal
18 election. That ballot question, known as Referred Measure A, prohibited the operation of medical
19 marijuana businesses and amended the Grand Junction Municipal Code to prohibit certain uses relating to
20 marijuana. Referred Measure A was approved with 7802 in favor and 5703 against.

21 On January 20, 2021 the City Council considered this Resolution, to refer a ballot question to repeal 2011
22 Measure A (the "Repeal Measure") to the regular municipal election on April 6, 2021. The question
23 proposed by this resolution provides that repeal of 2011 Measure A shall be contingent on and subject to
24 voter approval of another measure on the April 6, 2021 ballot (the "Marijuana Tax Measure") relating to
25 the taxation of marijuana business(es) in the City of Grand Junction.

26 With the referral of this measure to the April 6, 2021 ballot the City Council is not sanctioning or
27 permitting any type(s) of marijuana business(es) in Grand Junction but instead is providing voters an
28 opportunity to repeal or continue the current prohibition on marijuana business(es) in the City of Grand
29 Junction. If the voters approve this Repeal Measure and also approve the Marijuana Tax Measure, then
30 the City Council will consider enacting ordinance(s) and certain regulations that would allow marijuana
31 business(es) in the City. If this ballot question and the taxation question are approved then the 2011
32 prohibition will be repealed and marijuana businesses that the City Council may or may not allow could
33 include (i) sale of marijuana and marijuana products and/or, (ii) marijuana product manufacturing and/or
34 (iii) cultivation of marijuana for sale. The exact number, type and location, if any, of any marijuana
35 business(es) will be determined by and in the sound discretion of the City Council with no greater than
36 six retail stores allowed in the City.

37 Furthermore, if the voters approve this Repeal Measure or do not approve the Marijuana Tax Measure,
38 then the prohibition established by 2011 Measure A will continue. The Repeal Measure and the
39 Marijuana Tax Measure must each be approved to repeal the prohibition on marijuana businesses in
40 Grand Junction.

41 Voter approval of this Repeal Measure and the Marijuana Tax Measure does not authorize or approve any
42 marijuana business(es). Approval, if any, of a marijuana business(es), will be by separate action(s) of the

43 City Council, which action(s) may include amending and/or adding new sections to the Grand Junction
44 Municipal Code relating to marijuana permitting, licensing, regulations, tax, zoning, signage and any
45 manner of enforcement, regulation and any and all matters arising out of and/or related thereto.

46 NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Junction that:

47 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the
48 officers thereof, directed towards the election and the objects and purposes herein stated are hereby
49 ratified, approved and confirmed.

50 2. Pursuant to the Charter and all other applicable laws of the State of Colorado, the Council hereby
51 determines that an election shall be held on April 6, 2021 at which there shall be submitted to the
52 registered electors of the City the question set forth herein.

53 3. The Council hereby authorizes and directs the City Clerk to submit the following ballot title to the
54 registered electors on Tuesday, April 6, 2021

55 4. On January 20, 2021 the City Council considered this Resolution, the adoption of which will refer a
56 ballot question to repeal Referred Measure A to the regular municipal election on April 6, 2021, all as
57 specifically and generally provided herein.

58 SHALL THE CITY OF GRAND JUNCTION, COLORADO ALLOW THE OPERATION OF
59 MARIJUANA BUSINESSES IN THE CITY AND AMEND THE GRAND JUNCTION MUNICIPAL
60 CODE BY THE ADDITION OF NEW SECTIONS PERMITTING, SUBJECT TO REGULATIONS TO
61 BE ADOPTED BY ORDINANCES OF THE CITY, CERTAIN USES RELATING TO MARIJUANA,
62 AND BY SO DOING REPEAL THE 2011 VOTER APPROVED MEASURE A, WITH THE
63 APPROVAL OF THIS QUESTION AND THE REPEAL OF THE 2011 MEASURE A BEING
64 SUBJECT TO AND EXPRESSLY CONTINGENT UPON VOTER APPROVAL OF MEASURE __ ON
65 THE APRIL 6, 2021 CITY OF GRAND JUNCTION BALLOT AUTHORIZING TAXATION OF
66 MARIJUANA BUSINESSES IN GRAND JUNCTION, ALL AS A VOTER APPROVED MEASURE
67 UNDER ARTICLE XVI, PARAGRAPH 137, OF THE CITY CHARTER?

68 _____ YES _____ NO

69

70 4. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise
71 apply in connection with the provisions of this ordinance (including, without limitation, § 31-11-111,
72 C.R.S.) are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of
73 this ordinance and such statutes. Any such inconsistency or conflict is intended by the City Council and
74 shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

75 6. The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter
76 and, pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111,
77 C.R.S. regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any
78 election contest arising out of a ballot issue or ballot question election concerning the order of the ballot
79 or the form or content of the ballot title shall be commenced by petition filed with the proper court within
80 five days after the title of the ballot issue or ballot question is set.

81 7. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to
82 effectuate the provisions of this resolution.

83 8. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be
84 invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision
85 shall in no manner affect any remaining provisions of this resolution, the intent being that the same are
86 severable.

87

88 Adopted this 20th day of January 2021.

89

90

91 _____
91 C.E. "Duke" Wortmann

92 President of the Council

93

94 ATTEST:

95

96 _____
96 Wanda Winkelmann

97 City Clerk

98



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: January 20, 2021

Presented By: Lance Gloss, Senior Planner

Department: Community Development

Submitted By: Lance Gloss, Senior Planner

Information

SUBJECT:

An Ordinance Referring a Ballot Proposition to the April 6, 2021 Regular Municipal Election Regarding the Amendment of Ordinance No. 4295

RECOMMENDATION:

Staff recommendation approval of this ordinance.

EXECUTIVE SUMMARY:

A mixed-use development called The Eddy, containing a mix of multifamily residential buildings and camping areas, has been proposed to be constructed at 347 ½ 27 ½ Road, 2757 C ½ Road, and an adjacent unaddressed parcel, commonly known as the Brady Trucking Property. In addition to requests for a boundary line adjustment and major site plan review, this proposal includes a request to adjust the location of an existing City trail easement that was established to provide for the development of a section of the Colorado Riverfront Trail. Because the easement was created by a voter-approved measure in 2013, it cannot be adjusted, vacated, or diminished by an act of Council without further approval from the People. Therefore, the Applicant for this project, The Eddy at Grand Junction, LLC, requests that the City Council refer a question to the April 6, 2020 ballot that would allow for the adjustment of this easement in terms of size and location, and that would amend the conditions imposed on development of the site by the same 2013 voter-approved measure. As drafted, and with voter approval of the measure, conditions on development could be amended by an administrative approval of a development plan for the property. Absent voter approval of the measure, the trail, buffering and site conditions created by Ordinance 4295 will control.

BACKGROUND OR DETAILED INFORMATION:

The proposed developer of the property at 347½ 27½ Road, 2757 C½ Road, and an adjacent unaddressed parcel, commonly known as the Brady Trucking Property, has requested that the City Council refer a ballot question to the April 6, 2020 election. This request originates in a conventional request for vacation of a trail easement, which has been considered administratively by City staff. Staff has determined that vacation of the easement requires approval from the People, due to the circumstances by which the easement was created. The developer proposes to replace the easement, which is critical to the future development of the Colorado Riverfront Trail east of The Riverfront at Las Colonias, with a similar easement providing for similar connectivity.

The developer's request to alter the location of the trail easement across the Brady Trucking property is tied to a development project called The Eddy. The Eddy plan includes a proposed campground (marketed as a "glamping" complex) on the western portion of the property as well as three (and, in the future, as many as five) apartment buildings with a total of at least 96 units. The proposed site plan would expand the mixed-use environment at Las Colonias further east and would help to provide for extension of the Colorado Riverfront Trail eastward to 29 Road, a key step in eventually resolving the largest gap in that trail system within City limits.

The Applicant—The Eddy at Grand Junction, LLC—has represented that the location of the easement must be changed in order to achieve a viable plan of development. The Applicant is also under narrower-than-typical time constraints, as it has purchased the property under an Opportunity Zone tax credit arrangement, which provides for a strict 30-month development period.

The Applicant has requested vacation of the trail easement. As is familiar to Councilmembers, under normal circumstances, easement vacations are approved/disapproved of by the City Council without a question being forwarded to the People. When the request to vacate this easement was submitted by the Applicant on October 12, 2020, City staff initially undertook review with the intent to bring the question to Council for public hearing (File No. VAC-2020-595). In the course of review, however, City staff determined that the easement could not be vacated and replaced by an act of City Council alone. This is due to the easement's origin, and specifically that the existing trail easement was dedicated as a requirement of a vote of the People in 2013. A detailed legal summary of the history is found in the recitals of the attached draft ballot measure, produced by the City Attorney. In essence, the easement originated as one of the conditions of a zone that was brought to Council in 2008. That 2008 request concerned zoning the annexed property to Light Industrial (I-1) and Industrial/Office Park (I-O). The Council approved Ordinance 4295 with the I-1 and I-O zones.

Beginning in 2008, a series of petitions and legal challenges ensued, resulting in a 2013 ballot question in which the People were asked whether Ordinance 4295 (including both the zoning and the dedication of the trail easement in its specific location, together with other conditions) should be upheld. With the vote the People approved Ordinance 4295 together with the conditions stated in the Ordinance. Thus, the existence and dimensions of the trail easement is a result of a vote of the People. By Charter “n ordinance adopted by electoral vote cannot be repealed or amended except by electoral vote.” In order to alter, diminish, replace, or vacate the easement and amend other conditions imposed by Ordinance 4295, the Council must refer a question to the ballot and it must be approved by a vote of the People.

In 2019, the City Council adopted Ordinance 4864, rezoning the property from I-1 and I-O to Light Commercial (C-1) and adjusting the Future Land Use designation accordingly (City File No. RZN-2019-256). This action did not require a vote of the People, as the zoning established by Ordinance 4295 was for the benefit of the owner, it was the same owner that asked for the change in zoning that resulted in Ordinance 4864, and Ordinance 4864 did not amend the trail easement or other conditions approved by voters in 2013.

Moreover, the creation of the trail easement was not the only condition established by Ordinance 4295 and subsequently by the voter-approved measure in 2013. Additional conditions were established that included fencing, screening, landscaping, and buffering between the trail and the developed areas of the site above and beyond those required by the Zoning and Development Code. Such conditions do not correspond with the site plan and overall development plan for The Eddy, and therefore are included in the proposed ballot measure as conditions to be amended.

In summary, because the easement and other conditions were created by the vote of the People the conditions cannot be modified except by a vote. Thus, staff with input from the property owner, presents draft ballot language that would vacate the trail easement and amend the other conditions imposed by Ordinance 4295 on the three parcels commonly known as the Brady Trucking Property subject to approval of a plan of development for the property by City staff. The question staff would recommend the Council refer to the ballot would also allow the City to establish conditions of the easement vacation, including that the property owners dedicate a replacement easement serving the same fundamental connections to the east, north, and west. The easement vacation would also be conditioned upon the approval of a development plan (*i.e.*, Major Site Plan) for the properties. The City's Circulation Plan requires that the developer dedicate and construct a trail as delineated in the Circulation Plan, if the conditions of Ordinance 4295 are lifted.

As drafted, the conditions of Ordinance 4295 would be amended by the administrative approval of a development plan for the property. This would allow for increased

flexibility in the administration of this easement, such as adjustment to its size, location, and connectivity; it would not allow for the development to proceed without establishment of a new and viable easement, as such an easement would continue to be required by the City's Circulation Plan and other elements of the Zoning and Development Code.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4979, an ordinance referring a ballot proposition to the April 6, 2021 Regular Municipal Election regarding the Amendment of Ordinance 4295 on final passage and order final publication in pamphlet form.

Attachments

1. Draft Ordinance Referring Ballot Question
2. 2013 Ballot Question
3. Ordinance No. 4295
4. Existing Easement Legal Description and Map Exhibit
5. Public Comment - Diane Birmingham - Eddy Trail Easement
6. Public Comment - Enno Heuscher - Eddy Trail Easement

1 ORDINANCE ____ 21

2 AN ORDINANCE REFERRING A BALLOT PROPOSITION TO THE APRIL 6, 2021 REGULAR
3 MUNICIPAL ELECTION REGARDING THE AMENDMENT OF ORDINANCE 4295

4

5 RECITALS.

6 On September 17, 2008 the City Council adopted Ordinance 4295. That Ordinance zoned the property
7 located at 347 and 348 27 ½ Road and 2757 C ½ Road (“Property”) to Light Industrial (I-1) and
8 Industrial/Office Park (I-O) with and subject to certain conditions, which were acceptable to the owner.

9 Those conditions included, but were not limited to, certain landscape buffering, fencing and trail
10 dedications, all of which were intended to buffer development of the Property from the Las Colonias Park
11 and to benefit the public by ensuring a continuation of the River trail through the Property to points to the
12 East.

13 In accordance with the conditions of the Ordinance, the owner conveyed to the City a 50’ trail through the
14 Property along the Colorado River. Other of the conditions were not satisfied as those were incidental to
15 development, which did not occur. The Property has remained undeveloped since Ordinance 4295 was
16 adopted.

17 On August 7, 2019 the City Council adopted Ordinance 4864, which was instigated by the entity that
18 owned the Property in 2008, amended the zoning to Light Commercial (C-1); however, the site
19 development conditions imposed by Ordinance 4295 were not changed as those conditions benefitted the
20 public and had been affirmed by the electorate in April 2013 as described below.

21 Within thirty days following the final adoption of Ordinance 4295 in 2008 a referendum petition
22 suspended the Ordinance. The City Clerk found the petition to be sufficient and pursuant to the City
23 Charter, the City Council was scheduled to reconsider the Ordinance on December 2, 2008. A citizen
24 filed a protest to the petitions and a hearing was set before the City Clerk on January 9, 2009.

25 A hearing was held and on January 16, 2009 the City Clerk ruled that 18 signatures were invalid due to a
26 notarial problem on the petition section that included those signatures. That finding reduced the number
27 of valid signatures below the minimum required resulting in the petition becoming legally insufficient.
28 Based on that finding Ordinance 4295 became effective.

29 The petition group filed a lawsuit challenging the City Clerk’s findings. The District Court affirmed the
30 City Clerk’s findings.

31 The petition group appealed the District Court ruling to the Colorado Court of Appeals. The Court of
32 Appeals overturned the District Court and the property owner petitioned the Colorado Supreme Court for
33 review. The Supreme Court declined to hear the case and it was remanded to District Court.

34 The District Court affirmed the City Clerk’s finding except as to the notarial issue and remanded the
35 matter to the City.

36 On September 5, 2012 the City Council considered these matters and referred Ordinance 4295 to the
37 April 2013 municipal election.

38 The Ordinance appeared on the April 3, 2013 ballot as Referred Measure A; Measure A passed with 8307
39 voting for the ordinance and 2937 voting against the Ordinance.

40 The Property is now owned by The Eddy at Grand Junction, LLC (“Applicant.”) The Applicant has
41 submitted to the City a development plan for the Property (City file SPN 2020-762) (“Development Plan”
42 or “Plan”). The Plan proposes a multifamily apartment complex together with up-scale camping and a
43 central building for the shared use of tenants and campers. In order to accomplish the Plan, the Applicant
44 seeks authority to modify the conditions of Ordinance 4295 while correspondingly meeting the intent of
45 Ordinance 4295 by providing trail connections across the property and to the east, west, and north, which
46 are integral to the fulfillment of its Plan. Other specific conditions imposed by Ordinance 4295 are not
47 addressed by the Plan.

48 On January ____ 2021 the City Council considered this Ordinance, the adoption of which will refer a ballot
49 question to amend 2013 Referred Measure A to the regular municipal election on April 6, 2021.

50 NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND
51 JUNCTION THAT:

52 The ballot question will provide for the amendment of 2013 Measure A which established certain
53 conditions on the development of the property located at 347 and 348 27 ½ Road and 2757 C ½ Road.
54 Certain conditions on the development will be established by adoption of a plan for the property that
55 provides for a new trail easement with connections across the property and to the east, west, and north and
56 for light commercial and residential uses on the property.

57 The following question shall be submitted to the registered electors at the regular municipal election on
58 April 6, 2021.

59 SHALL 2013 REFERRED MEASURE A APPROVING ORDINANCE 4295, AN ORDINANCE OF
60 THE CITY OF GRAND JUNCTION, COLORADO ESTABLISHING CERTAIN CONDITIONS ON
61 THE DEVELOPMENT OF THE PROPERTY LOCATED AT 347 AND 348 27 ½ ROAD AND 2757 C
62 ½ ROAD, WHICH CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE DEDICATION OF
63 A PUBLIC TRAIL EASEMENT 50 FEET IN WIDTH ADJACENT TO THE COLORADO RIVER
64 ALONG THE ENTIRE SOUTHERN PROPERTY BOUNDARY, DEDICATION OF A PUBLIC TRAIL
65 EASEMENT 50 FEET IN WIDTH ALONG THE EAST PROPERTY BOUNDARY AND
66 INSTALLATION OF A LANDSCAPE BUFFER 25 FEET IN WIDTH AND A SCREEN WALL
67 ALONG THE WEST, NORTH AND SOUTH PROPERTY BOUNDARIES BE AMENDED BY THE
68 ADOPTION OF A DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 347 AND 348 27 ½
69 ROAD AND 2757 C ½ ROAD, WHICH PLAN IS AND SHALL BE SUBJECT TO THE GRAND
70 JUNCTION MUNICIPAL CODE AND IF THE CODE IS SATISFIED AND THIS QUESTION IS
71 APPROVED THEN 2013 VOTER APPROVED MEASURE A SHALL BE AMENDED CONSISTENT
72 WITH THE PLAN, ALL AS A VOTER APPROVED MEASURE UNDER ARTICLE XVI,
73 PARAGRAPH 137 AND 142 OF THE CITY CHARTER?

74 _____ Yes

75 _____ No

76

77 The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter and,
78 pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of Section 31-11-111, C.R.S.
79 regarding both a title and a submission clause. Pursuant to Section 31-10-1308, C.R.S., any election
80 contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the

81 form or content of the ballot title shall be commenced by petition filed with the proper court within five
82 days after the title of the ballot issue or ballot question is set.

83

84 Adopted on first reading this __ day of January 2021.

85

86 _____
87 C.E. "Duke" Wortmann
88 President of the Council
89

90 ATTEST:

91 _____
92 Wanda Winkelmann
93 City Clerk
94

95 _____

96

97

98

Referred Measure A – April 6, 2013 Ballot – City of Grand Junction Regular Municipal Election

Text of Question:

Shall Ordinance No. 4295 zoning property located at 347 ½ Road to I-1, Light industrial, and zoning property located at 348 27 ½ Road and 2757 C ½ Road to I-O, Industrial Office, with certain conditions, including but not limited to the dedication of a public trail easement 50 feet wide adjacent to the Colorado River along the entire southern property boundary; dedication of a public trail easement 50 feet wide along the east property boundary and installation of a landscape buffer 25 feet wide and a screen wall along the west, north and south property boundaries be adopted?

Results of Vote:

YES: 8,307 votes (73.88%)

NO: 2,937 votes (26.12%)

Measure Passes.

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. 4295
AN ORDINANCE ZONING THE BRADY SOUTH ANNEXATION TO
LIGHT INDUSTRIAL (I-1) AND INDUSTRIAL/OFFICE PARK (I-O) ZONE DISTRICT
LOCATED AT 347 AND 348 27-1/2 ROAD AND 2757 C-1/2 ROAD

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 Brady South Annexation to the Industrial/Office Park (I-O) zone district finding that it conforms with the land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The applicant has requested the zoning of the westerly parcel be I-1 and the easterly 2 parcels be I-O. The proposed zone district(s) meet(s) the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Light Industrial (I-1) and Industrial/Office Park (I-O) zone districts are in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code. The Applicant concurred with the Staff recommendation and agreed with the proposed zoning and conditions.

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

The following property be zoned Light Industrial (I-1): BRADY SOUTH ANNEXATION – 347 27-1/2 Road - All of GLO Lot 3 Section 24, T1S, R1W exc W 10CH

And the following properties be zoned Industrial/Office Park (I-O): BRADY SOUTH ANNEXATION – 348 27-1/2 Road and 2757 C-1/2 Road

W 367.65FT OF LOT 2 SEC 24 1S 1W W OF DN and a PARCEL OF LAND IN GLO LOT 2 SEC 24 1S 1W DESC ASFOLL BEG S 89DEG 53' E 367.65FT & S 30FT FR NW COR SDLOT 2 S 89DEG53' E 335.18FT TO C-LI OF DRN S 33DEG52'W ALG SD C-LI 457.11FT TO A PT 14FT N OF PRESENT LI OFCOLO RIVER N 56DEG05' W & PARALLEL WITH SD RIVER 96.94FT N 326.15FT TO POB

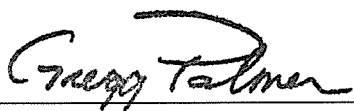
The zoning stated herein is subject to and with agreement of the Applicant, to the conditions outlined in Exhibit A attached hereto and incorporated by this reference as if fully set forth.

Said parcels total 12.62 acres (549,691 square feet), more or less, as described.

INTRODUCED on first reading the 3rd day of September, 2008 and ordered published.
ADOPTED on second reading the 17th day of September, 2008.

ATTEST:

Stephanie Tuin
City Clerk



Gregg Palmer
President of the Council

EXHIBIT A
CONDITIONS OF ZONING THE BRADY SOUTH ANNEXATION

Zoning as stated in Ordinance 4295 shall be subject to the conditions listed below.

West and North Boundaries Adjacent to City of Grand Junction Las Colonias Property:

- 25-foot landscape buffer with wall on inside of landscape area
- Plantings within required 25-foot landscape buffer shall meet Code requirements for number of plant materials (e.g. trees/shrubs per square footage) and groundcover.

East Boundary:

- 50-foot trail or tract, wall and 8-foot landscape buffer outside wall per Code
- 8-foot landscape buffer and wall may be placed within 50-foot trail easement or tract subject to approval by City and Riverfront Commission

Along Entire Length of Colorado River:

- No fence or wall required
- 50-foot or tract from property line along entire length (all 3 parcels) assuming property line is at the top of the bank
- Minimum 50-foot building setback subject to provision of landscape buffer as below
- 25-foot landscape buffer (no wall or fence) between trail and site development along entire length (all 3 parcels)
- 25-foot landscape buffer may overlap with 50-foot trail easement or tract subject to approval by City and Riverfront
- Plantings within required 25-foot landscape buffer shall meet Code requirements for number of plant materials (e.g. trees/shrubs per square footage) and groundcover

Trail Construction: Not Required by Applicant

Building Orientation: Buildings may have any orientation on site, provided they meet setbacks of the zone district

Grant of Trail Easement or Tract and Improvements Pertaining to Above Conditions:

- Entire trail easement (all 3 parcels) or tract shall be dedicated
- Remainder of the improvements may be met incrementally as each property develops

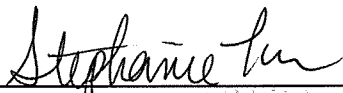
Security Fencing

- The applicant/property owner may erect security fence per the Grand Junction Zoning and Development Code outside of the required trail easement or tract
- The City of Grand Junction shall contribute up to \$30,000.00 toward the construction of security fencing along the south and east property lines. The contribution shall be paid on a reimbursement basis upon satisfactory completion of construction of the fence

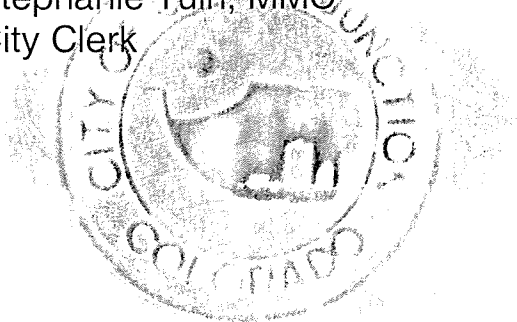
I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4295 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd of September, 2008 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 17th day of September, 2008, at which Ordinance No. 4295 was read, considered, adopted and ordered published in full by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 13th day of October, 2008.


Stephanie Tuin, MMC
City Clerk

Published: September 5, 2008
Published: September 25, 2008
Effective: October 25, 2008



City of Grand Junction
Certification of Effective Date of Ordinance No. 4295

Ordinance No. 4295 - An Ordinance Zoning Property Located at 347 27 1/2 Road to I-1, Light Industrial, and Zoning Property Located at 348 27 1/2 Road and 2757 C 1/2 Road to I-O, Industrial Office was adopted by the Grand Junction City Council on September 17, 2008.

Within the thirty days following the final adoption of the Ordinance, a referendum petition was initiated, circulated and returned to the City Clerk thus suspending the Ordinance from going into effect. The petition representatives were Harry Griff and Candi Clark.

The City Clerk certified sufficient signatures on the petitions for the referendum to be taken to the City Council at its meeting on December 3, 2008. Prior to the City Council meeting, on December 2, 2008, Diane Schwenke filed a protest to the petitions. The protest initiated a hearing process whereby the City Clerk heard arguments both for and against the protest. That hearing was held on January 9, 2009.

The City Clerk ruled on January 16, 2009 that petition section #079 which contained 18 signatures should be deemed invalid. That finding reduced the number of valid signatures to below the minimum required resulting in the petition becoming legally insufficient. Based on that finding the zoning ordinance was then effective. To prevent the zoning called for in Ordinance No. 4295 from taking effect, the petition group (Candi Clark *et. al.*) filed a lawsuit challenging the City Clerk's findings.

Chief District Court Judge Bottger agreed with the City Clerk's decision invalidating petition section #079 (the signatures that Candi Clark notarized, including her own.)

The petition group appealed Judge Bottger's decision to the Colorado Court of Appeals. The Court of Appeals overturned Judge Bottger on the notary issue. Brady asked the Supreme Court to review the Court of Appeals decision but that request was denied and the case was remanded to Judge Bottger.

Judge Bottger ruled on the other claims in the lawsuit (he affirmed the other decisions that the City Clerk made; however, because of the notary issue those rulings did not help resolve the case) and remanded the case to the City. Now with the remand the matter is set for hearing by the City Council.

On September 5, 2012 the City Council heard the matter again and referred the question to the voters at the next regular election to be held April 2, 2013.

The ballot question was:

CITY OF GRAND JUNCTION REFERRED MEASURE A

Shall Ordinance No. 4295 zoning property located at 347 27 1/2 Road to I-1, Light Industrial, and zoning property located at 348 27 1/2 Road and 2757 C 1/2 Road to I-O, Industrial Office, with certain conditions, including but not limited to the dedication of a public trail easement 50 feet wide adjacent to the Colorado River along the entire southern property boundary; dedication of a public trail easement 50 feet wide along the east property boundary and installation of a landscape buffer 25 feet wide and a screen wall along the west, north and south property boundaries be adopted?

The results of the election on Referred Measure A were:

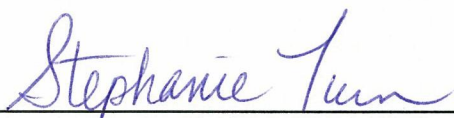
	Dist A	Dist B	Dist C	Dist D	Dist E	TOTAL
For the Ordinance	1,766	2,295	914	2,239	1,093	8,307
Against the Ordinance	730	711	337	710	449	2,937

The Canvassing Board on April 3, 2013 concluded that for the City of Grand Junction Referred Measure A, the ordinance was adopted by the greater number of votes.

Therefore Ordinance No. 4295 is declared to be adopted and effective April 3, 2013.

Certified under my hand and seal this 5th day of April, 2013




Stephanie Tuin, City Clerk

"EXHIBIT A"
TRAIL EASEMENT VACATION

A certain parcel of land described at Reception No.2684027 and lying in Government Lots 2 and 3 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

A certain 50.00 foot wide parcel of land entirely within the following three (3) parcels of land: Parcel No.1 and No.2 of the lands described in Book 4172, Page 725 and Parcel No. 2 of the lands described in Book 4172, Page 722, all in the Public Records of Mesa County, Colorado, lying North of the Northerly top of bank for the Colorado River and South of a line 50.00 feet North of and parallel with said Northerly top of bank.

TOGETHER WITH

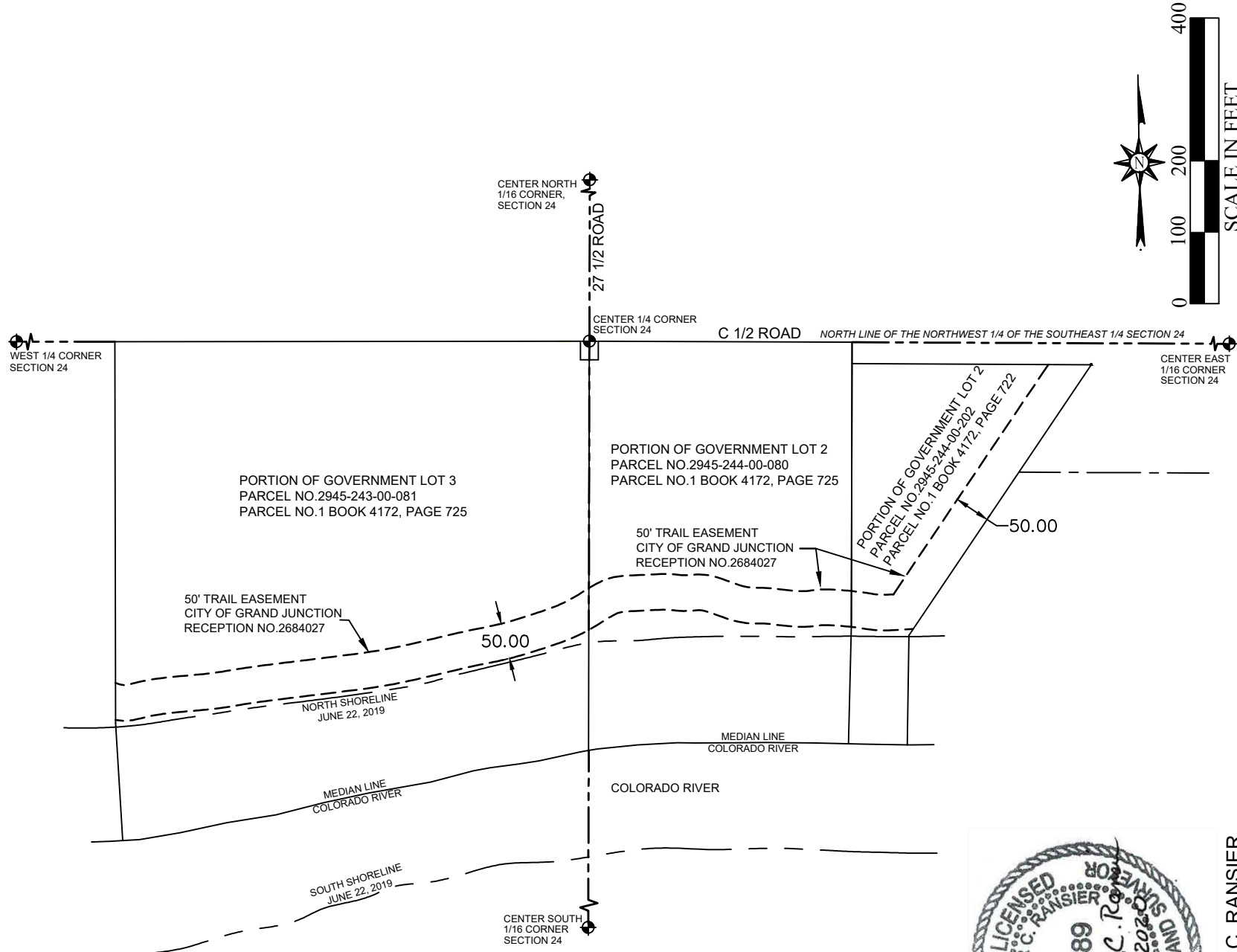
The East 50.00 feet of Parcel No. 2 of the lands described in Book 4172, Page 722, Public Records of Mesa County, Colorado, being parallel with and 50.00 feet West of, as measured perpendicular to, the East line of said Parcel No. 2, LESS HOWEVER, that 50.00 foot wide parcel of land lying North of the Northerly top of bank for the Colorado River and South of a line 50.00 feet North of and parallel with said Northerly top of bank.

Containing 1.7 Acres, more or less, as described herein and depicted on "EXHIBIT B"



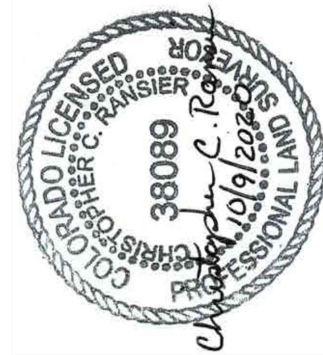
This legal description prepared by:
Christopher C. Ransier CO PLS 38089
717 Centauri Drive
Grand Junction, CO 81506

"EXHIBIT B"



SCALE IN FEET

1"=200'



CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506

*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.

Comments for the Jan. 20th City Council Hearing

Dear Honorable City Council Members:

These comments are in reference to the Eddy Subdivision Development river trail easement issue and the proposed changes in question.

I purchased and built on Lot 2 called Eagle Rim Subdivision II in 2019.

It is located due south of the Eddy Subdivision across the Colorado River in Orchard Mesa. There appears to be a Gold Rush of development along the river corridor from Dos Rios to Los Colonias to join up with this intended proposal. I can attest to the changes in Los Colonias that tripled the river traffic as it runs by my home. The opening of the Los Colonias Float Park and Ramp has tripled river traffic, trash and noise similar to a downtown carnival event.

The history of Eddy property shows it went a vote by the citizens of Grand Junction to confirm that a specific river trail easement be provided along the north bank of the Colorado river. This vote by the people occurred due to a city petition to rezone the property and provide this river trail easement. The petition initially denied for technical reasons, **was ultimately validated by the Colorado Supreme Court.**

We need to honor this previous mandate and preserve this trail easement as it stands, particularly now that it appears the riverfront trail completion between 271/2 Road and 32 Road will come to fruition in the near future.

The Colorado River is a commonwealth that must be allowed adequate protections. There would be extremely negative impacts with this type of construction on the wildlife living along this riparian corridor. Massive construction projects create incredible dust and particulate air pollution as well as possibly releasing any pollution that may likely be fixed into the soils. The impact of construction mobilizes sediment and surface run off with silt deposits that change river flow and kills fish habitat. This would also demand excessive use of water, which we all know to be limited. The river acts as an acoustic amplifier for any activity along the banks and noise pollution would have incredible impact on all life along the river. The Colorado River is a legacy of natural beauty and I hope you can join us as proper stewards in this quest.

Diane Birmingham
333 Mountain View Court
Grand Junction, Co. 81503
970-232-8509

Comments for the Jan. 20th City Council Hearing

Dear Honorable City Council Members:

These comments are in specific reference to the Eddy Subdivision Development river trail easement issue on their property.

I have been a small Minor subdivision developer called Eagle Rim Subdivision II filed many years ago and approved by the city. It is located due south of the Eddy Subdivision across the Colorado River in Orchard Mesa. The Eddy property has gone through many iterations over the past 20 years, including a vote by the then citizens of Grand Junction to confirm that a specific river trail easement be provided along the north bank of the Colorado river. This vote by the people occurred due to a city petition to rezone the property and provide this river trail easement. The petition was originally denied for technical reasons, but was ultimately validated by the Colorado Supreme Court.

We need to honor this vote by your city folks, and preserve this trail easement as it stands, particularly now that it looks like the riverfront trail completion between 27 1/2 Road and 32 Road will come to fruition in the near future.

There are site plan alternatives for the Eddy Subdivision that would not infringe on the current river trail easement on their property.

I do NOT recommend re-hashing this easement with another vote, because the current populace is not as aware of how hard the citizens fought for this particular easement in the past, and because any significant alteration of this easement may end up causing the Army Corp of Engineers to be involved with changes to the actual riverbank in that location and consequences thereof. Additionally, the applicants were fully aware of this existing easement at the time they purchased the property. Thank you for your consideration.

Enno Heuscher MD
c/o St. Mary's Hospital
POB 1628
Grand Junction, CO 81501

Current owner, Lot 1 Eagle Rim 2 Sub,
331 Mountain View Court
Grand Junction, CO
Ph: 970-270-6523



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: January 20, 2021

Presented By: Greg Caton, City Manager

Department: City Manager's Office

Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

An Ordinance to Make a Supplemental Appropriation of \$1,027,000 from the City General Fund Reserve for a COVID-19 Response Grant Fund to Aid Small Businesses, a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and to Fund a Program to Assist Non-Profit Organizations

RECOMMENDATION:

Staff recommends approval of the ordinance making supplemental appropriations to the 2021 Budget.

EXECUTIVE SUMMARY:

The Mesa County Economic Development First Responders presented an update on COVID-19 response activity to City Council during the December 14, 2020 workshop. City Council provided direction to develop a program that could assist businesses in 2021. The Business Incubator presented a COVID-19 Response Grant Fund program to aid small businesses with fixed costs at the January 4, 2021 City Council workshop. The supplemental appropriation would provide \$500,000 from the General Fund reserve to create a new COVID-19 response grant fund for 2021 that will be administered by the Business Incubator Center (BIC) through the Revolving Loan Fund to aid small businesses, as well as \$25,000 for BIC administrative costs.

City Council also discussed the needs of area non-profits at its December 14, 2020 work session. Agency partners were asked to return at a future workshop with information on current needs of residents related to hunger/food assistance and input regarding a second round of funding to meet COVID-related needs. At the City Council workshop on January 4, 2021, the Western Colorado Community

Foundation (WCCF) presented a plan for establishing a grant fund program to help alleviate hunger for Grand Junction residents. The supplemental appropriation would provide \$250,000 from the General Fund reserve to fund a program administered by the WCCF to distribute grants to agencies directly responsible for food and hunger relief, as well as \$2,000 to cover WCCF administrative costs.

At the January 4, 2021 workshop City Council also discussed establishing a fund to assist Non-Profit Organizations who are otherwise ineligible to participate in other COVID relief programs. The supplemental appropriation would provide \$250,000 toward a program, the details and administration of which are yet to be developed. On January 11, 2021 Councilmember Stout met with Jon Maraschin, Anne Wentzel, Tedi Gillespie, Diane Schwenke and City Manager Caton and City Attorney Shaver to discuss the parameters of the non-profit organization benefit program.

BACKGROUND OR DETAILED INFORMATION:

Small Business Aid

As part of the community's response to the COVID-19 pandemic, several local economic development entities have formed the Mesa County Economic Development First Responders. This group collectively works together to help facilitate the economic recovery of the community.

The current COVID-19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered "Critical Businesses" were forced to temporarily close or dramatically limit operations and, while Mesa County has the largely successful Five Star program, the majority of local businesses are operating below break-even capacity; many of these businesses are days away from closing. BIC learned from the last few initiatives that the grant amount of \$7,500 is adequate to cover 2-4 months of fixed costs (rent, mortgage, utilities, etc.) for most local businesses as they continue to work closely with their landlords and banks, so BIC believes that this continues to be the correct grant amount that businesses need. BIC also learned that many local businesses used their PPP/EIDL funds to keep staff on their payroll and those funds were spent months ago, so netting these funds out of grant eligibility has put them further at risk.

The Business Incubator is requesting \$500,000 from the City of Grand Junction that will be used to create a new COVID-19 response grant fund for 2021 that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. This fund will be effectively split into two programs to continue to assist prior grantees and fund those businesses who have heretofore been ineligible to receive funds. Grants will be up to \$5,000 for prior recipients of forgivable loan/grant funds from the City of Grand Junction and up to \$7,500 for new applicants.

In order to administer this program, the Business Incubator Center requests a 5% (\$25,000) administrative fee; this is based on the estimated cost for BIC to run this program. The program will run for 45 days from time funding becomes available.

History of Small Business Assistance

On May 6, 2020, the City Council approved Ordinance 4920 authorizing temporary assistance by and through an appropriation of \$540,000.00 to the Business Stabilization and Recovery Fund ("Fund.") The City's Fund, which was administered by the Business Incubator/Small Business Development Center ("BIC/SBDC") as a revolving loan fund, was to support business with a physical location in Grand Junction with expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts due to COVID-19. On November 4, City Council approved \$300,000 for the creation of a COVID-19 response grant fund that is administered through the Revolving Loan Fund. Grants will be up to \$7,500 based on certain criteria. As of December 10, a total of \$338,423 has been disbursed to 54 businesses for an average of \$6,267.09 per business. Applications from 15 businesses were not able to be funded as they had already received significant PPP/EIDL funds or opened in 2020, which made them unable to document a decrease in revenue from 2019. BIC has also disbursed \$414,493 in Energize Colorado Gap Fund grants (an average of \$15,000 per business) to 33 businesses in Mesa County. BIC is currently exploring the creation of a low-interest micro loan program out of its own funds to try and fill some of the gaps that existing programs were unable to accommodate.

Hunger and Food Assistance

In early Spring 2020, City Council approved \$500,000 for emergency grants for basic needs (food and housing assistance) for its citizens. WCCF administered a rapid response grants process to solicit proposals and distribute those funds in early April. Approximately 65% of those funds were distributed for hunger relief. All funds were used to meet this emergency need at the onset of the COVID-19 pandemic.

Based on the WCCF's leadership work on hunger in Mesa County, their deep knowledge of the nonprofit community and close tracking of the COVID crisis and its community impact, WCCF is recommending that City Council consider authorizing funding up to \$250,000 for a second round of grants to help alleviate hunger for Grand Junction residents. These funds would be distributed in Q1 2021 to meet current needs that result from a 10-month long and continuing pandemic. WCCF proposes running a competitive application process on behalf of the City of Grand Junction upon approval and release of funding, similar to the successful process in administering the #GJStrong Fund Grants in April 2020. These new grants would be focused on hunger

relief organizations and programs only. Eligible organizations need to have a Grand Junction address and serve Grand Junction residents.

Non-Profit Organization Assistance

Non-Profit Organizations were not eligible for the Business Stabilization and Recovery Fund or the Small Business Grant Program administered by BIC, as well as many of the Federal assistance programs. Therefore City Council wishes to develop a program where Non-Profit Organizations can receive assistance in their operations during a time when many have experienced an increase in the need for services and/or a decrease in revenues to fund operations.

FISCAL IMPACT:

This supplemental appropriation adds \$1,027,000 to the General Fund 2021 budget to fund additional aid to small businesses, fund additional grants to help alleviate hunger for Grand Junction residents, and to fund assistance to Non-Profit organizations. In 2020 the City responded immediately in the first quarter to make budget reductions in anticipation of reduced revenues due to economic impact from the Pandemic. As a result of frugal spending in-line or below the reduced expense budget, better than expected revenues, as well as the reimbursement of COVID related expenses through the CARES Act (administered by the State) the General Fund Reserve is expected to increase. The year has just ended and it will take 30 to 45 days to conduct all closing procedures and finalize financial information in preparation for the annual independent audit, but preliminarily staff is estimating between \$4 million and \$4.4 million to be added to the General Fund reserves. With the \$1.1 million budgeted and planned use of reserves in 2021 (for Fire Station #3), the ending fund balance for 2021 is now projected to be between \$33.2 million and \$33.6 million. This is well above the minimum reserve required of \$19.3 million (25% of operating), and therefore, there are sufficient funds in the General Fund Reserve for Council to authorize the appropriation to fund the above designated programs.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4981, an ordinance making Supplemental Appropriations to the 2021 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2021 and ending December 31, 2021 for a COVID-19 Response Grant Fund to Aid Small Businesses, for a Grant Program to Help Alleviate Hunger for Grand Junction Residents, and for a Non-Profit Assistance Program on final passage and order final publication in pamphlet form.

Attachments

1. 2021 Supplemental Appropriation Community Relief ORDINANCE NO

2. BIC City Grant Fund 2021 Proposal January 5 Update
3. WCCF Memo to City Council for #GJStrong Fund Grants 12.30.20

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2021 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2021 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 1,027,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2021.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2021.

President of the Council

Attest:

City Clerk



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January 5, 2021
Grand Junction City Council
Attn: Mayor Wortmann
250 N. 5th Street
Grand Junction, CO 81501

RE: COVID19 Response Grant Fund

Mayor Wortmann,

Please find the attached Program Description for establishing a new 2021 \$500,000 COVID19 Grant Fund that will be used to assist businesses in the City of Grand Junction during this ongoing time of crisis. After the successful launch and ending of the Grand Junction Business Stabilization and Recovery loan fund and subsequent grant fund (detailed results attached) our community continues to have a significant need for business assistance.

As background for this request, the Business Incubator and ED Partners (Primarily the Business Incubator and Grand Junction Chamber of Commerce) are now actively using our organizations and teams to respond to the needs of our community during this time of crisis. While there have been several initiatives under the Cares Act, Energize Colorado Gap Fund and two prior City of Grand Junction initiatives, we continue to see our core businesses struggle to stay open as the pandemic continues; we have also clearly found segments of our business community that have been left out of prior initiatives and this program has measures to include these businesses. Now that we have a vaccine on the horizon, we are hopeful that another grant fund can enable our local businesses to remain open for another 90-120 days until we see the restrictions begin to recede and life return to a new normal.

Based on feedback from our local businesses and ED Partners, we are requesting that the City of Grand Junction provide funds to the Business Incubator to establish a new grant fund that we can use as an additional tool to help our Grand Junction businesses come through this crisis, rebuild, and pay taxes. If these businesses close and liquidate, we know from our history that rebuilding and re-establishing a tax base will take years if not decades. Now is the time to act.

If you have any questions, or need additional information, please feel free to contact me at (970)243-5242 or Jmaraschin@gjincubator.org
Thank you for your leadership in this time of crisis.

Sincerely,

Jon Maraschin
Executive Director



Overview:

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered “Critical Businesses” were forced to temporarily close or dramatically limit operations and, while we have the largely successful Five Star program, the majority of our local businesses are operating below break-even capacity; many of these businesses are days away from closing. We learned from our last few initiatives that the grant amount of \$7,500 is adequate to cover 2-4 months of fixed costs (rent, mortgage, utilities, etc.) for most local businesses as they continue to work closely with their landlords and banks, so we believe that this continues to be the correct grant amount that our businesses need. We also learned that many of our local businesses used their PPP/EIDL funds to keep staff on their payroll and those funds were spent months ago, so netting these funds out of grant eligibility has put them further at risk.

Based on what we have learned and the new field of play, I have outlined our new program description for your review.

Program Description:

The Business Incubator is requesting \$500,000 from the City of Grand Junction that will be used to create a new COVID19 response grant fund for 2021 that will be administered through the Revolving Loan Fund, subject to approval and qualification of the grantees of the fund. This fund will be effectively split into two programs to continue to assist prior grantees and fund those businesses who have heretofore been ineligible to receive funds.

Grants will be up to \$5,000 for prior recipients of forgivable loan/grant funds from the City of Grand Junction and up to \$7,500 for new applicants.

In order to administer this program, the Business Incubator requests a 5% (\$25,000) administrative fee; this is based on our estimated cost to run this program.

Program will run for 45 days from time funding becomes available.

To qualify for funding, businesses must meet the following criteria:

1. Applicant must attest that they have had a negative financial impact by being forced to close or significantly reduce operations due to the Covid19 Pandemic





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and that their revenues have decreased; businesses who have had an increase in revenues during the pandemic will not be eligible.

2. Businesses who have received prior funding from the City of Grand Junction Business Recovery and Stabilization forgivable loan and/or grant funds may apply, however are only eligible for funding up to \$5,000 under this program.
3. Businesses who have not received funding from the City of Grand Junction under the Business Recover and Stabilization forgivable loan/grant programs are eligible to receive up to \$7,500 in funding under this grant program; these businesses were largely ineligible under the prior programs due to launching/acquiring a business in 2020 and/or receipt of PPP/EIDL funds rendering them ineligible for additional grant funding.
4. Prior Cares Act Dollars that have been received by applicants will not be considered in their current application as those funds were largely spent months ago and are not relevant to the current financial situation.
5. Business must be physically located in the City Limits of Grand Junction.
6. Nonprofit businesses are ineligible for funding under this program.
7. Applicant applying for the funding must be a small business with less than 25 full-time employees.
8. Applicant must attest that they are in good standing with the City of Grand Junction and Colorado Secretary of State.
9. To be considered for approval, applicants will be required to the following:
 - a. Current financial statements and year-end 2019 if they were in business at that time
 - b. Documentation of costs showing need for funding
 - c. Current financial situation including operational income and outside sources of income
 - d. Projected business expenses for 90 days
 - e. Any significant changes to business model “pivots”
 - f. Basic business/survivability plan (template will be provided with application)
 - g. Other information as requested.
10. Applicants are strongly encouraged to work with the Grand Junction SBDC to have a higher likelihood of success.

Approved uses of loan funds:

1. Funds may be used to pay fixed and operational costs.





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Job Creation/Retention Requirements: There are no job retention/creation requirements.

Leverage of Other Funds: While leveraging other funds and/or negotiating payment concessions are strongly encouraged, there is no direct requirement to leverage these funds.

Federal Requirements: None

Results from Prior Programs:

\$540,000 Grand Junction Business Stabilization and Recovery Fund:

- Ordinance was passed May 6, 2020 and funds became available June 8, 2020
- Based on underwriting criteria outlined in the ordinance, businesses could apply for up to \$7,500 in forgivable loans
- \$40,000 of funds were for coaching, technical assistance, and administration of this forgivable loan program; \$500,000 of funds were available for forgivable loans
- Program was ended 12/31/2020 with 38 loans made for a total of \$121,003
- \$378,997 of un-lent funds were returned to the City November 4th, 2020
- Average loan amount was \$3,184.29
- 35 loans have been fully forgiven; the remaining 3 loans total \$12,522.48 (face amounts are \$6,396.97, \$3,436.84 & \$2,688.67 respectively); these are all being processed for forgiveness and will be completed/forgiven before 12/31/20

Grand Junction Business Stabilization Grant fund:

- Resolution was passed November 4, 2020 creating a \$300,000 grant fund
- Based on criteria outlined in the resolution, businesses could apply for up to \$7,500 in grant funds for a documented decrease in revenue, net of receipt of prior PPP/EIDL or GJ Covid forgivable loan funds in accordance with Cares Act guidance and the resolution
- Program ended December 4, 2020 with 39 grants made for a total of \$217,420 and average of \$5,574.87
- Of the 39 businesses funded, 23 participated in the forgivable loan program and 16 were new applicants.





MEMORANDUM

TO: City Council Members, City of Grand Junction
Greg Caton, City Manager, City of Grand Junction

FROM: Anne Wenzel and Tedi Gillespie, Western Colorado Community Foundation

DATE: December 30, 2020

RE: Second Round of Funding for #GJStrong Fund Grants (for Food Assistance)

The City of Grand Junction has asked for information on current needs of residents related to hunger/food assistance and our input regarding a second round of funding to meet COVID-related needs. This memo focuses on hunger-related needs associated with the ongoing COVID-19 pandemic. City Council is talking separately with the affordable housing and homeless leaders regarding rental assistance and housing-related needs.

In early Spring 2020, City Council approved \$500,000 for emergency grants for basic needs (food and housing assistance) for its citizens. Our organization administered a rapid response grants process to solicit proposals and distribute those funds in early April. Approximately 65% of those funds were distributed for hunger relief. All funds were used to meet this emergency need at the onset of the COVID-19 pandemic.

Based on our Community Foundation's leadership work on hunger in Mesa County, our deep knowledge of the nonprofit community and close tracking of the COVID crisis and its community impact, ***WCCF is recommending that City Council consider authorizing funding up to \$250,000 for a second round of grants to help alleviate hunger for Grand Junction residents. These funds would be distributed in Q1 2021 to meet current needs that result from a 10-month long and continuing pandemic.***

In contrast to the emergency grant funding last Spring, funding is needed now in the winter months of 2021 for these reasons:

- A substantial increase in clients in need has continued for many months now. Meals on Wheels has provided 30% more meals in 2020 as compared to 2019. Community Food Bank saw triple their usual number of clients during several months this year. This increased

demand is expected to last into summer until the vaccine is available to everyone in the community, the COVID surge flattens and the economy can begin to recover.

- Nonprofit organizations have continued to manage new means of program delivery, including drive through services and home delivery, to ensure social distancing and other health mandates. Availability and reliability of volunteers continues to be an issue for many hunger relief organizations. These issues lead to additional operating costs than what the nonprofits budgeted.
- While gearing up to serve increased needs, nonprofits providing food assistance have not been able to do as much fundraising this year to cover costs.
- Rising prices due to food shortages, unevenness in the food supply chain, and high demand has increased food costs impacting the organizations' budgets (depending on the food item, increases are 6 to 40% higher than 2019).
- Even as a second federal stimulus is passed, people have gone into further debt with back-rent, back bills, and putting off non-essential purchases.
- Mesa County hunger relief organizations were well-positioned to collaborate and pivot operations as needed since they have worked together for several years through the Mesa County Hunger Alliance. Even though the Hunger Alliance has done an excellent job of working together to meet client needs, organizations expect to see high volumes of clients through the 1st quarter of 2021.

WCCF proposes running a competitive application process on behalf of the City of Grand Junction upon approval and release of funding, similar to the successful process in administering the #GJStrong Fund Grants in April 2020. These new grants would be focused on hunger relief organizations and programs only. Eligible organizations need to have a Grand Junction address and serve Grand Junction residents.



Grand Junction City Council

Regular Session

Item #7.b.i.

Meeting Date: January 20, 2021

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

An Ordinance Amending the Planned Development Zoning and Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

RECOMMENDATION:

Planning Commission heard this item at its January 12, 2021 meeting and recommended approval.

EXECUTIVE SUMMARY:

The Applicant, the City of Grand Junction, requests approval of an amended Planned Development (PD) zoning ordinance and Outline Development Plan (ODP) to add approximately 0.4 acres of property to the Riverfront at Dos Rios Planned Development and add uses allowed within portions of the Light Industrial/Commercial area. In April 2019, the City approved Ordinance 4849 including the ODP that established the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 58.8 acres, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. Since that time, the City has continued to acquire adjacent properties and there was a desire to add the remnant parcel on the east side of Riverside Parkway also owned by the City to the Planned Development. All of the properties, those initially part of the Planned Development and those being added, have never been used or held for park or other governmental purposes but instead for possible reuse/redevelopment; the PD and ODP will further that opportunity.

In May 2020 the PD and ODP were amended to address the additional land

(Ordinance 4928) and now the City has acquired the last of the parcels within the Riverfront at Dos Rios area and is amending the PD and ODP to include that property. The properties are located at 636 and 636-1/2 Lawrence Avenue, just south of the Hale Avenue and Riverside Parkway intersection.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City originally acquired the approximately 60-acre area now known as the Riverfront at Dos Rios from the Jarvis family in 1990. The property is located on the northeast bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. Since that time, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish was created between the trail and River. The developable acreage was purchased with the intent of future redevelopment and the City has started constructing the infrastructure within the development. All of the properties, those initially part of the Planned Development and those being added, have never been used or held for park or other governmental purposes but instead for possible reuse/redevelopment; the PD and ODP will further that opportunity.

The latest approved ODP is intended to create a riverfront commercial/mixed use center with two points of access to Riverside Parkway and two points of access onto Hale Avenue. Development pods are identified for specific types of uses, including approximately 17 acres for parks and open space, 15.8 acres for Light Industrial/Commercial, 12.9 acres of mixed use and 4.1 acres of mixed use/outdoor recreation. The property within the development, excluding the open space, has been offered for sale and one parcel has already transferred to a private party. There is also .9 acres of leasable space along the riverfront. The remainder of the proposed development includes the public elements shown on the ODP such as street rights-of-way.

The addition of the properties recently purchased by the City will add approximately 0.4 acres of Mixed-Use to the development. The two properties to be added to the PD/ODP are presently zoned I-O (Industrial Office).

In addition to the land use areas and street network, the approved ODP established specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The standards were all included in the original PD zoning ordinance and are not proposed to be revised.

Section 21.02.150 of the Zoning and Development Code (Code) sets the purpose of a Planned Development (PD) to apply to mixed use or unique single use projects to provide design flexibility. The Code provides Planned Development zoning should be

used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.

Floodplain and Drainage:

Much of the property is located within the regulated 100-year floodplain of the Colorado River and a small area directly adjacent to the riverbank is within the floodway. The City will retain ownership of the area within the Floodway to be used as open space and recreational area. Property within the 100-year floodplain will be developed in accordance with the Flood Hazard regulations found in section 21.07.010 of the Zoning and Development Code. Stormwater management will be provided as a part of the overall development of the project.

Establishment of Uses:

The original ODP established four general categories of land use types including Light Industrial/Commercial (LI/C), Mixed Use (MU), Mixed Use/Outdoor Recreation (MU/OR) and Parks and Recreation (PR). The original PD zoning ordinance established the specific land uses allowed in each of the categories. There are no proposed revisions to the uses with this amendment.

Default Zone and Deviations:

The default zone for the original and the amended ODP is BP (Business Park). No change is proposed to the default zone district for the PD/ODP.

Architectural Standards:

Architectural standards were adopted with the original PD/ODP that require all structures within Riverfront at Dos Rios be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development. There are no changes to the standards proposed.

NOTIFICATION REQUIREMENTS

As required by Section 21.02.080(e) of the Zoning and Development Code, a Neighborhood Meeting was held on November 19, 2020 for the proposed Amended PD/ODP. Three people attended the meeting along with City Staff. Questions concerned clarification of new properties to be included in the ODP, the land uses proposed, access on the Riverside Parkway and the construction schedule for the infrastructure. There were no objections noted to the Dos Rios development plans.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property and the subject property was posted with an application sign on November 9, 2020. In addition, notice was published in the Daily Sentinel per Code.

ANALYSIS

Pursuant to Section 21.02.150 (b) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The property has a Future Land Use designation of Business Park Mixed Use (BPMU) and Park along the banks of the Colorado River. The BPMU designation allows for business, light industrial, employment-oriented areas with the allowance of multi-family development and the existing as well as proposed amendment to the PD and ODP best implement the intent of the mixed use for this unique property and proposed development. The land used proposed for the development is consistent with the land use designation in the types of uses proposed. Also, the area designated as Park will be preserved as open space. Therefore, the proposed amended ODP is consistent with the Future Land Use Map of the Comprehensive Plan.

The Grand Valley Circulation Plan identifies Riverside Parkway as a Principal Arterial. The limited access proposed is consistent with standards for access to an arterial. The Riverfront Trail, as identified on the Active Transportation Corridors map, will remain through the length of the property.

Further, the amendment to the PD/ODP request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed-use development conveniently located to services and the preservation of 27% of the site as open space.

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

Policy B: Create opportunities to reduce the number of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B: Encourage mixed-use development and identification of locations for increased density.

Policy C: Increasing the capacity of housing developers to meet housing demand.

Goal 9: Develop a well-balanced transportation system that supports automobile, local

transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Comprehensive Plan and Circulation Plan.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code as follows.

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

The City has approved a PD zone district and ODP for the Riverfront at Dos Rios property which surrounds the parcels proposed to be added to the development. The ODP envisions a mixed-use center with development pods identified for specific types of uses, including parks and open space, light industrial/commercial, mixed use/outdoor recreation and mixed use. The City is now proposing to rezone the additional properties that are presently zoned I-O (Industrial Office) to PD and include them in the ODP to better define the type and mix of uses for the various development pods and establish specific performance standards.

The adoption of the existing ODP for the mixed-use conceptual plan that included specific performance standards to establish a cohesive character for the Riverfront at Dos Rios is a subsequent event that has invalidated the original premises of the I-O zoning. Therefore, Staff finds this criterion has been met.

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

The Riverfront at Dos Rios is a proposed extension of the Riverfront at Las Colonias development on to the east of 5th Street/Highway 50. The community investment in Las Colonias Park has resulted in the completion of the park facilities surrounding the Botanic Gardens and the amphitheater. Work is continuing to complete the Las Colonias Business Park that is transforming that area into a vibrant center of activity.

The same is intended with the Dos Rios development. The PD/ODP that assigns a mixed-use category of land use along Hale Avenue will provide a better transition from this new type of development to the existing Riverside Neighborhood than the I-O zoning of these properties would otherwise provide. Staff finds that the character and/or condition of the riverfront area has changed such that this criterion has been met.

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

Existing public and community facilities and services are available to the properties and are sufficient to serve the proposed mixed-use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is near the Downtown area, which provides many commercial services. In addition, the existing street network including the Riverside Parkway and Hale Avenue and enhancement of the riverfront trail through the development will provide adequate multimodal transportation infrastructure. Parks and open space exist in the vicinity and will be expanded and enhanced with the Riverfront at Dos Rios.

The public and community facilities are adequate to serve the type and scope of the mixed-use development; 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 Riverfront at Dos Rios is an infill development project. The City is requesting an amendment to the plan to develop the property as a Planned Development (PD) to better define the types of uses allowed and to establish specific performance standards. Because PD is a zone category based on specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this request, and, therefore has not been met.

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

The proposed density and intensity are consistent with the Business Park Mixed Use land use category and the Planned Development allows for the further refinement of the type of desired and compatible uses within this area. The uses will address and capture the importance of the riverfront location as well as the proximity to the Riverside neighborhood that a I-O zone district would not. Should the development be constructed in full and/or in part, the City will derive benefit from the resulting development that addresses the site-specific assets of the area.

Further, the area will derive benefits from the zoning of PD (Planned Development) by providing more effective and efficient infrastructure, reducing traffic demands by providing the opportunity for live, work and play in one area and access to the Riverfront Trail system, providing 17 acres of open space that preserves and protects the banks of the Colorado River, and completion of the bicycle playground as a recreational amenity.

Staff, therefore, finds this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas.

For maximum flexibility in the design of this site, the approved ODP included a reduction in the setbacks to those consistent with the B-2 (Downtown Business) zone district, which is the type of development that is proposed in Dos Rios. No further change to the approved setbacks is proposed with this amendment and, with the exception of the portion of the ODP that is on the east side of Riverside Parkway, all of the proposed development is internal to the property and is not directly adjacent to any other private development.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

Approximately 17 acres of open space will be provided, which is 27% of the area, exceeding the Code requirement for residential projects to provide 10% of the land area in open space.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

Fencing and/or screening will comply with Section 21.04.040(i) of the Code and standards approved with the original ODP that address materials, height and quality of fencing. The standards are not proposed to change with this amendment to the ODP.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail. Specific standards were included in the approval of the ODP which are not proposed to change.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

Streets within Riverfront at Dos Rios shall be constructed, and access controlled as to allow and encourage on-street parking on both sides of the street that will provide approximately 280 spaces. In addition, it is anticipated that, as each site is developed, parking will be provided as applicable per the PD design standards. There will also be a number of uses within the development that will be able to share parking due to overlapping hours of operation and demand. Additional standards, including the modification to the code not requiring off-site parking, were included in the approval of the ODP are not proposed to change with this amendment.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The design and construction of streets, alleys and easements within the Dos Rios development will meet Code requirements.

d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv)).

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v)).

Existing public and community facilities and services are available to the property and are sufficient to serve the proposed mixed-use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Downtown area, which provides a number of commercial services.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi)).

The proposed project will have two access points onto Riverside Parkway, one at the existing Hale Avenue and one approximately 1,000 feet to the south on Dos Rios Drive. In addition, there will be two access points onto Hale Avenue at Lawrence Avenue and Rockaway Avenue. The proposed access points provide adequate circulation and meet or exceed all code provisions for connectivity.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii)).

No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses as follows:

- Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.
- Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.
- If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii)).

The ODP proposes residential density of 12 units per acre as a minimum and no maximum density.

i) An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed.

For maximum flexibility in the design of this site, the Applicant is requesting a reduction in the front yard setback from 15 feet to 0 feet-10 feet for principal structures and from 25 feet to 10 feet for accessory structures; a reduction in the rear yard setback from 10

feet to 0 feet for principal structures and from 25 feet to 5 feet for accessory structures; and a reduction in the side yard setback from 15 feet to 3 feet for accessory structures. The proposed reduced setbacks are similar to those allowed in the B-2 Downtown Business zone district, which is the type of development that is proposed. With the exception of the land on the east side of Riverside Parkway, all of the proposed development is internal to the property and is not directly adjacent to any other private development. Staff has found these standards that exist for the adopted PD/ODP are appropriate for the amended PD/ODP and are not proposed to be changed with this amendment.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x)).

Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request for Rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios (PLD-2020-121), the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.

Therefore, Staff recommends approval of the request for the rezone and amendment to the Planned Development zone district and Outline Development Plan (ODP) for Riverfront at Dos Rios.

FISCAL IMPACT:

This item has no fiscal impact on the City of Grand Junction.

SUGGESTED MOTION:

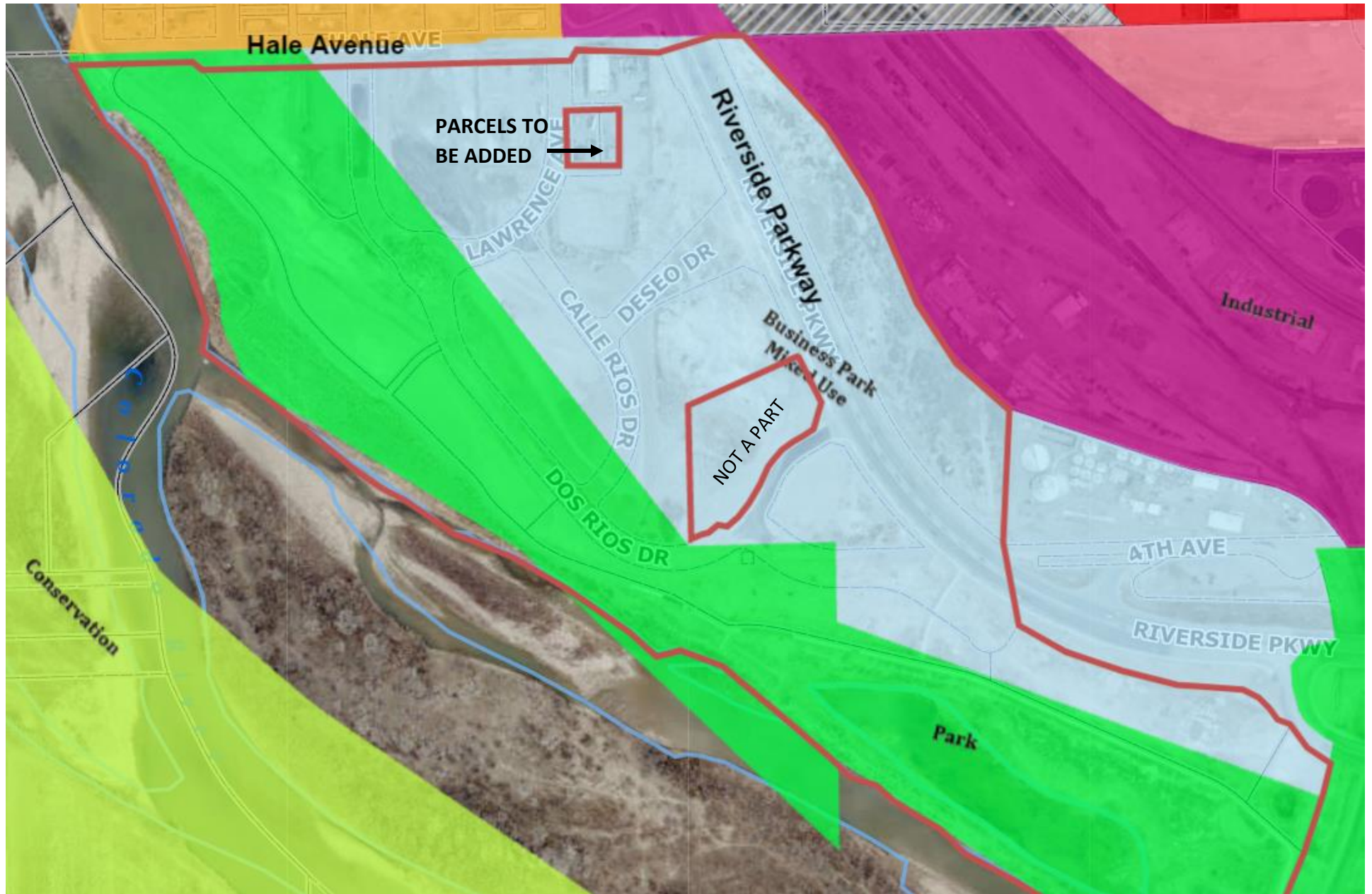
I move to (adopt/deny) Ordinance No. 4982, an ordinance amending Ordinance 4928 to rezone to Planned Development (PD) and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue on final passage and order final publication in pamphlet form.

Attachments

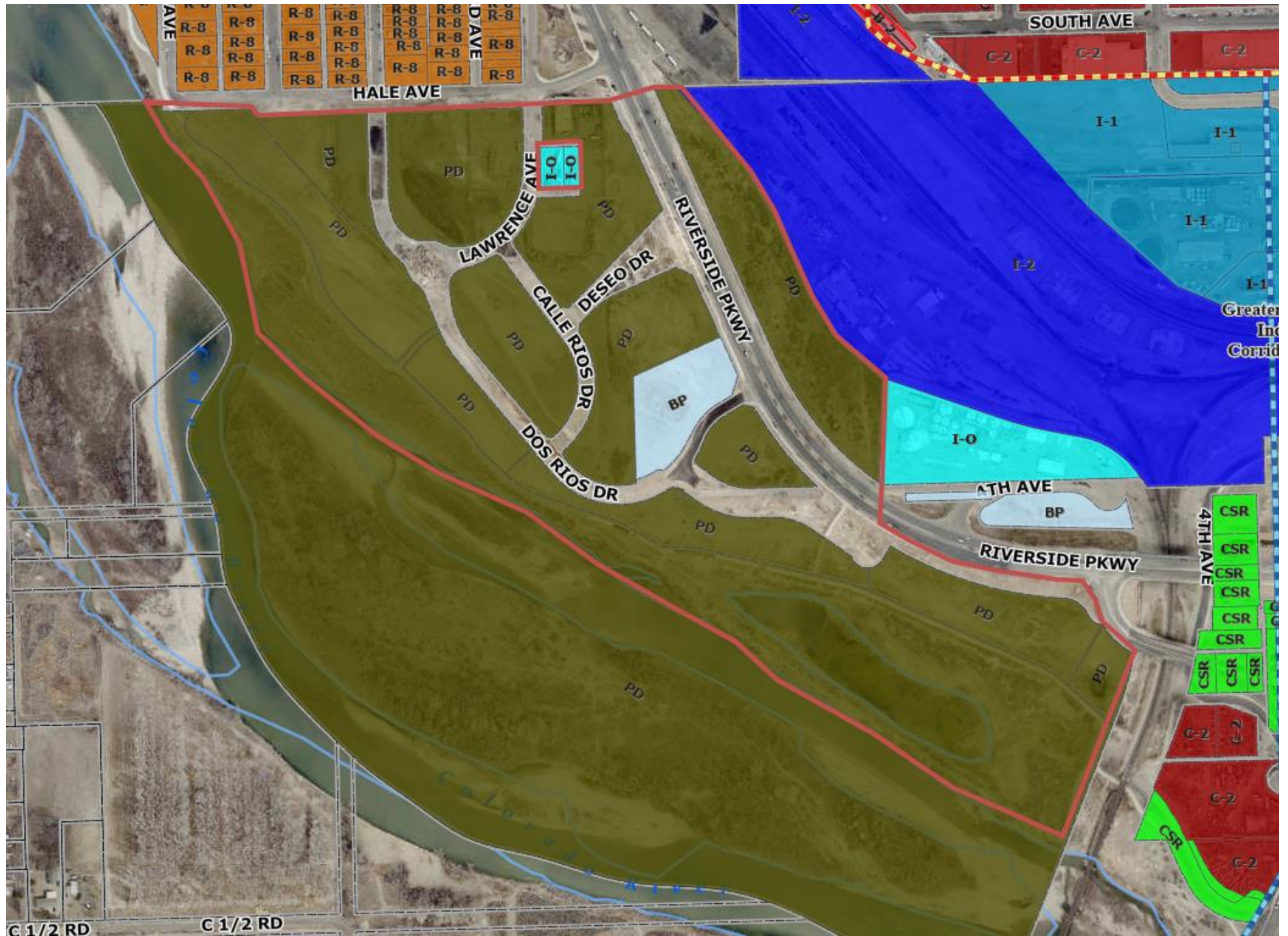
1. Land Use and Zoning Maps
2. Existing PD ODP Ordinance
3. Planning Commission Minutes - 2021 - January 12

4. ORD-Amended Dos Rios PD ODP121720jps

RIVERFRONT AT DOS RIOS – PARCELS TO BE ADDED TO PD/ODP – FUTURE LAND USE MAP



RIVERFRONT AT DOS RIOS – PARCELS TO BE ADDED TO PD/ODP – EXISTING ZONING MAP



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4928

**AN ORDINANCE AMENDING AND REPLACING ORDINANCE 4849
TO REZONE TO PLANNED DEVELOPMENT (PD)
AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR
THE RIVERFRONT AT DOS RIOS**

**LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER
BETWEEN HIGHWAY 50 AND HALE AVENUE**

Recitals:

The requested amended Planned Development (PD) zoning and Outline Development Plan (ODP) will rezone and add properties recently acquired by the City to the area known as The Riverfront at Dos Rios development. The request for the rezone and amendment to the PD and ODP have been submitted in accordance with the Zoning and Development Code (Code).

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amendment and determined that the proposed amended PD and ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREAS DESCRIBED BELOW ARE ZONED FROM INDUSTRIAL OFFICE (I-O) TO PLANNED DEVELOPMENT (PD), FOLLOWING THE SAME DEFAULT ZONE AND STANDARDS ESTABLISHED IN ORDINANCE 4849 EXCEPT AS NOTED BELOW:

A. This Ordinance applies to the following described properties as included in the Amended Development Boundary depicted in Exhibit A and the Amended ODP depicted in Exhibit B:

ALL of Lots 3, 4, 5, 6, 7 and that portion of Lot 9 lying East of the East edge of water for the Colorado River, Jarvis Subdivision Filing One, as same is recorded with Reception Number 2790938, TOGETHER WITH, Lot 13 of Jarvis Subdivision Filing Three, as same is recorded with Reception Number 2834555, all in the Public Records of Mesa County, Colorado, including all public rights of way within said Jarvis Subdivisions Filings One and Three. CONTAINING 56.8 Acres, more or less, as described; and

260000 Riverside Parkway: Lot 1 Jarvis Subdivision Filing 1 located within Sections 15,

22 and 23 Township 1 South, Range 1 West UM recorded 2/21/2017 at Reception Number 2790938 Mesa County Records Containing 5.53 Acres; and

603 Lawrence Avenue: The East 175 feet of Lot A in Block 2 of O'Boyle's Subdivision and Lots 21, 22, 23, 24, 25, 26, and 27 in Block 2 O'Boyle's Subdivision; together with that portion of the north half of vacated Lila Avenue adjoining said lots on the South, as vacated by City of Grand Junction Colorado Ordinance 4767 recorded January 3, 2018 under reception number 2826306 of the Mesa County Records, all in County of Mesa, State of Colorado; and

201, 205, 211 and 219 Hale Avenue: Lots 1 through 6, inclusive in Block 1 of O'Boyle's Subdivision and commencing at the Northeast Corner of Section 22, Township 1 South, Range 1 West of the Ute Meridian, 495 feet West and 30 feet South for the Point of Beginning, thence East 50 feet, thence South 130 feet, thence West 50 feet, thence North 130 feet to the point of beginning; and 201 Lila Avenue: Lots 1 through 8 in Block 3 of O'Boyle's Subdivision, County of Mesa, State of Colorado; and

206 Lila Avenue: Lot 7 Block 1 of O'Boyle's Subdivision, County of Mesa, State of Colorado.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards. Additions/revisions noted in red type.

Primary Uses

Employment, Light Manufacturing, Multifamily, Retail, Commercial Services

Lot

Area (min. acres)	No Minimum except .5 in LI/C
Width (min. ft.)	25
Frontage (min. ft.)	n/a

Setback	Principal	Accessory
Front (min. ft.)	0-10*	10

Side (min. ft.)	0		3
Rear (min. ft.)	0		5

Bulk

Lot Coverage (max.)	n/a
Height (max. ft.)	65 except 40 feet in Mixed Use Area 4
Density (min.)	12 units/acre
Density (max.)	No Max
Building Size (max. sf)	n/a

* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Recreation and Entertainment, Outdoor				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Self-Service Storage				
Mini-Warehouse		A**		
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials				
Research, Testing and Laboratory Facilities – Indoors (includes Marijuana Testing Facilities)		A**		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* **Single Family Attached.** A one-family dwelling **attached** to one or more other one-family dwelling by common walls and located entirely on its own lot.

** Only allowed in LI/C East of Riverside Parkway

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

Mixed Use Areas 3 and 4: No Parking Requirement

All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.

3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.

2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).

3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.
2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.
3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.
4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.
 - a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.
 - b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).
 - c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.
 - d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.
2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.

- a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.
- b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.
- c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

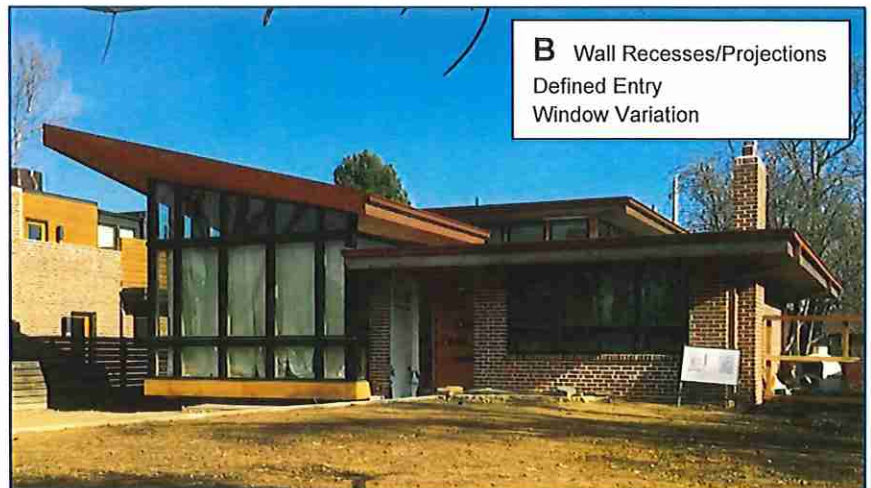
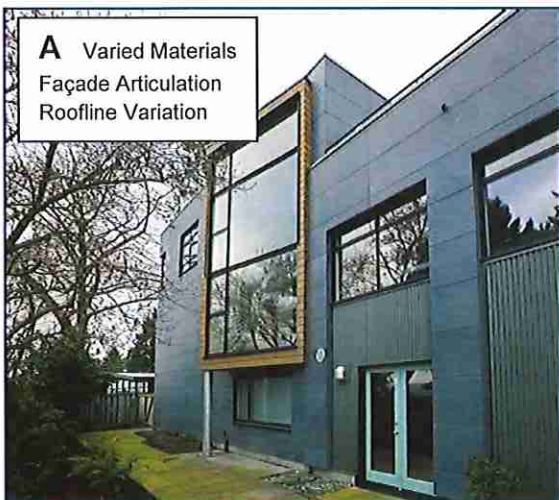
1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.
2. Monument signs shall be located no closer than 2 feet from the front property line.
3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.
4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.
5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.
6. In all land use areas, monument signs shall not exceed 8 feet in height.
7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.
8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.
9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.
2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.
3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.
4. Wall recesses or projections that break up scale and massing.
5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.
6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.
7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.
8. Other architectural details that provide visual interest such as:
 - use of accent colors
 - awnings or porticoes
 - other variations in materials, details, surface relief and texture.
9. Building(s) on the site utilize renewable energy sources or passive solar.

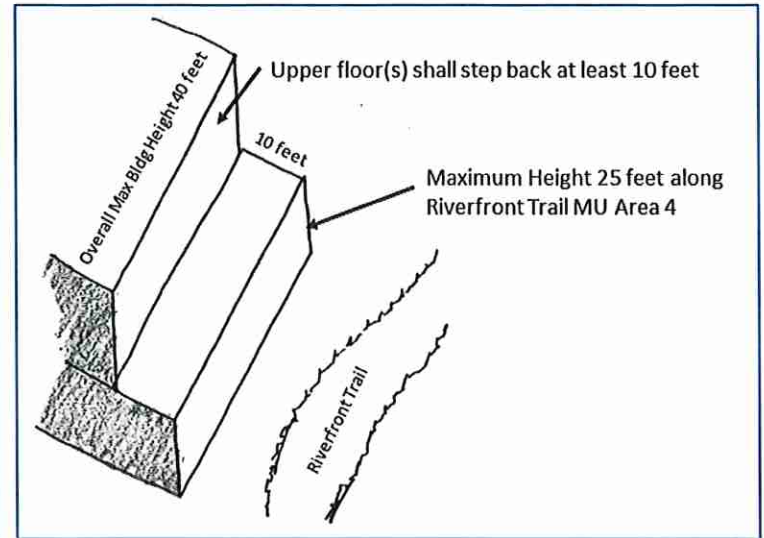
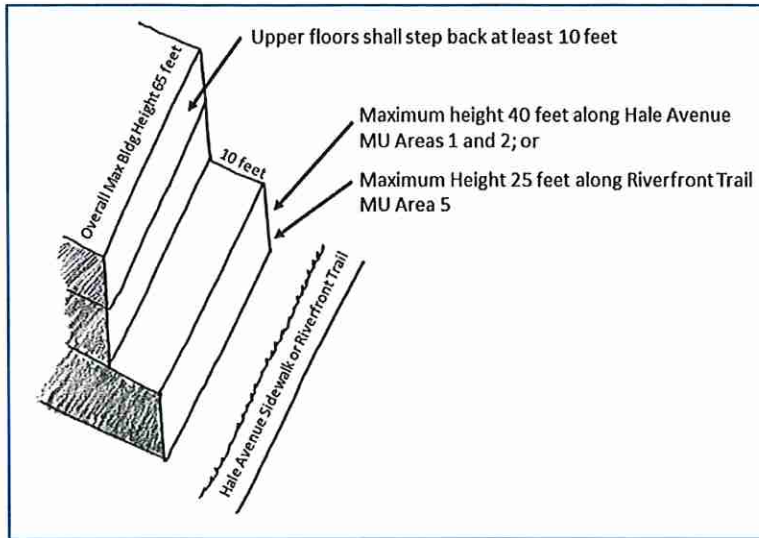


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.





E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this 6th day of May 2020 and ordered published in pamphlet form.

PASSED and ADOPTED this 20th day of May 2020 and ordered published in pamphlet form.

C. S. Peter W. Zuma
President of City Council

ATTEST:

W Winkelmann

City Clerk



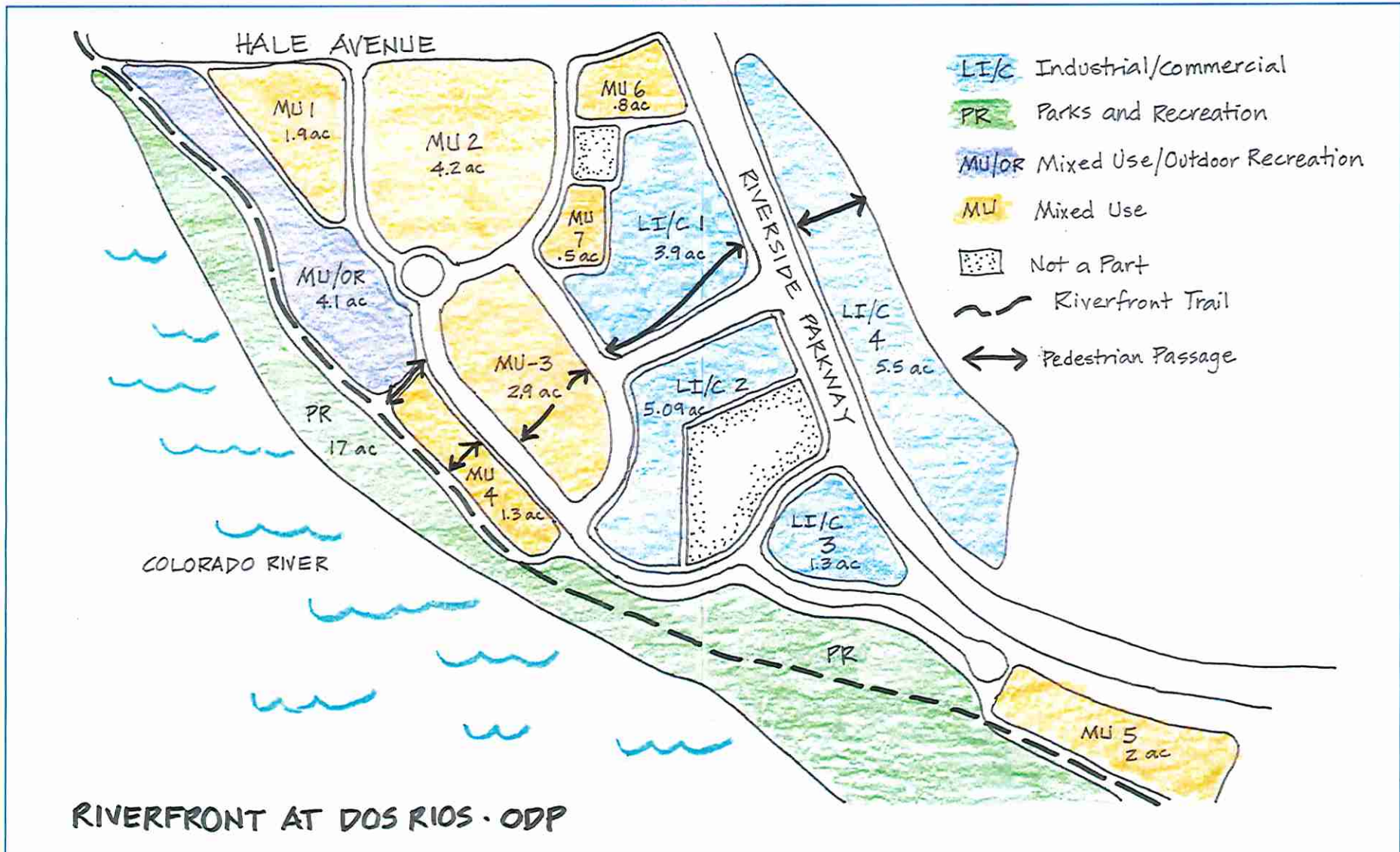
EXHIBIT A

BLUE AREAS – New Parcels

RED OUTLINE – Original ODP Boundary



EXHIBIT B



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4928 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 6th day of May 2020 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 20th day of May 2020, at which Ordinance No. 4928 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of May 2020.



Deputy City Clerk

Published: May 8, 2020
Published: May 22, 2020
Effective: June 21, 2020

GRAND JUNCTION PLANNING COMMISSION
January 12, 2021 MINUTES
5:30 p.m.

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, Vice Chair Christian Reece, George Gatseos, Keith Ehlers, Ken Scissors, and Kim Kerk.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), and Kristen Ashbeck (Principal Planner).

There were 0 members of the public in virtual attendance.

CONSENT AGENDA

Commissioner Reece moved to adopt Consent Agenda Item #1. Commissioner Scissors seconded the motion. The motion carried 7-0.

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 1, 2020 and December 8, 2020.

REGULAR AGENDA

1. Dos Rios PD/ODP Amendment **File # PLD-2020-121**

Consider a request by the City of Grand Junction for a Rezone/Amendment to the Planned Development (PD) zone district and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

View presentation here at XXXX

Staff Presentation

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioners Scissors, Reece, and Gatseos asked questions regarding the request.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, January 5, 2021 via www.GJSpeaks.org.

None.

The public hearing was closed at 5:48 p.m. on January 12, 2021.

Questions for Applicant or Staff

None.

Discussion

None.

Motion and Vote

Commissioner Gatseos made the following motion, "Chairman Teske, on the Rezone and Amendment to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development known as the Riverfront at Dos Rios, file number PLD-2020-121, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Kerk seconded the motion. The motion carried 7-0.

2. Dual Immersion Academy ROW and Public Easement Vacation

File # VAC-2020-245, VAC-2020-246

Consider a request by Mesa County Valley School District 51 to vacate a public alley right-of-way adjacent to five properties located at 520, 522, 538, 542 and 552 West Main Street and a public sewer easement located at 552 West Main Street.

Application was withdrawn.

3. Other Business

None.

4. Adjournment

Commissioner Reece moved to adjourn the meeting. Commissioner Scissors seconded the motion. The meeting adjourned at 5:52 p.m.

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE _____**

**AN ORDINANCE AMENDING ORDINANCE 4928
TO REZONE TO PLANNED DEVELOPMENT (PD)
AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR
THE RIVERFRONT AT DOS RIOS**

**LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER
BETWEEN HIGHWAY 50 AND HALE AVENUE**

Recitals:

The requested amended Planned Development (PD) zoning and Outline Development Plan (ODP) will rezone and add properties recently acquired by the City to the area known as The Riverfront at Dos Rios development. All of the properties, those initially part of the Planned Development and those being added, have never been used or held for park or other governmental purposes but instead for possible reuse/redevelopment; the PD and ODP will further that opportunity. The request for the rezone and amendment to the PD and ODP have been submitted in accordance with the Zoning and Development Code (Code).

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amendment and determined that the proposed amended PD and ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREAS DESCRIBED BELOW AND THOSE IN THE PLANNED DEVELOPMENT AND OUTLINE DEVELOPMENT PLAN BOUNDARIES, NONE OF WHICH HAVE EVER BEEN USED OR HELD FOR PARK OR OTHER GOVERNMENTAL PURPOSES BUT INSTEAD FOR REUSE/REDEVELOPMENT, ARE ZONED FROM INDUSTRIAL OFFICE (I-O) TO PLANNED DEVELOPMENT (PD), FOLLOWING THE SAME DEFAULT ZONE AND STANDARDS ESTABLISHED IN ORDINANCE 4928 EXCEPT AS NOTED BELOW:

A. This Ordinance applies to all property(ies), including but not limited to those specifically described as follows, in the Development Boundary depicted in Exhibit A and the ODP depicted in Exhibit B, each as amended:

ALL of Lots 1 through 9 Riverfront at Dos Rios Filing 3 containing 110.35 acres;

535 Hale Avenue: Lot 16 Riverfront at Dos Rios Filing One located within Section 22

and 23 1S 1W UM recorded 5/16/2019 At Reception number 2880032 Mesa County Records containing 4.20 acres;

2600 Riverside Parkway: Lot 1 Jarvis Subdivision Filing 1 located within Sections 15, 22 and 23 Township 1 South, Range 1 West UM recorded 2/21/2017 at Reception Number 2790938 Mesa County Records Containing 5.53 Acres; and

636 and 636-1/2 Lawrence Avenue: Lots 8 through 12 Block 1 O'Boyles Subdivision Section 22 1S 1W containing 0.37 acres.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards.

Primary Uses			
Employment, Light Manufacturing, Multifamily, Retail, Commercial Services			
Lot			
Area (min. acres)	No Minimum except .5 in LI/C		
Width (min. ft.)	25		
Frontage (min. ft.)	n/a		
Setback	Principal		Accessory
Front (min. ft.)	0-10*		10
Side (min. ft.)	0		3
Rear (min. ft.)	0		5
Bulk			
Lot Coverage (max.)	n/a		
Height (max. ft.)	65 except 40 feet in Mixed Use Area 4		

Density (min.)	12 units/acre
Density (max.)	No Max
Building Size (max. sf)	n/a

* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
Office				
General Offices	A	A		
Recreation and Entertainment, Outdoor				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Self-Service Storage				
Mini-Warehouse		A**		

	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
ALLOWED LAND USE				
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials				
Research, Testing and Laboratory Facilities – Indoors (includes Marijuana Testing Facilities)		A**		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* **Single Family Attached.** A one-family dwelling **attached** to one or more other one-family dwelling by common walls and located entirely on its own lot.

** Only allowed in LI/C East of Riverside Parkway

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and

customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios shall be constructed, and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

Mixed Use Areas 3 and 4: No Parking Requirement

All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed-use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.
3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot-wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.
2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).
3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and

maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.
3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.
4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.
 - a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.
 - b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).
 - c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.
 - d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.
2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.
 - a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.
 - b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.
 - c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.
2. Monument signs shall be located no closer than 2 feet from the front property line.
3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.
4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.
5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.
6. In all land use areas, monument signs shall not exceed 8 feet in height.
7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.
8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.
9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.
2. Façade articulation/modulation such as recessed and projecting elements

or defined, smaller bays.

3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.

4. Wall recesses or projections that break up scale and massing.

5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.

6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.

7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.

8. Other architectural details that provide visual interest such as:

- use of accent colors
- awnings or porticoes
- other variations in materials, details, surface relief and texture.

9. Building(s) on the site utilize renewable energy sources or passive solar.



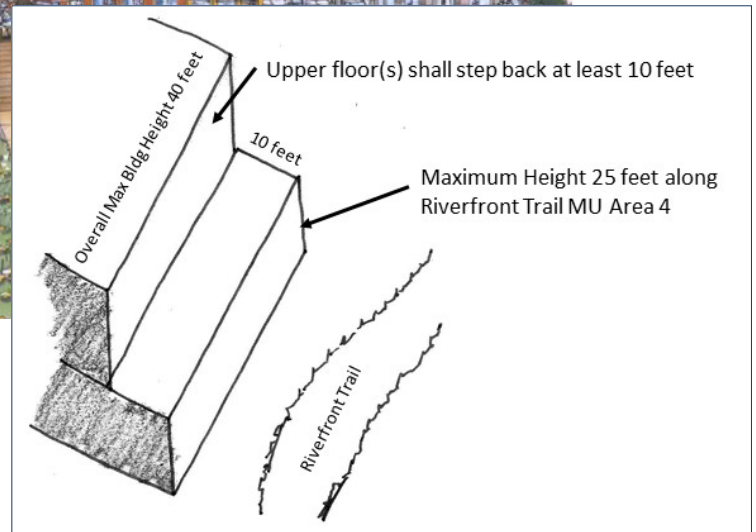
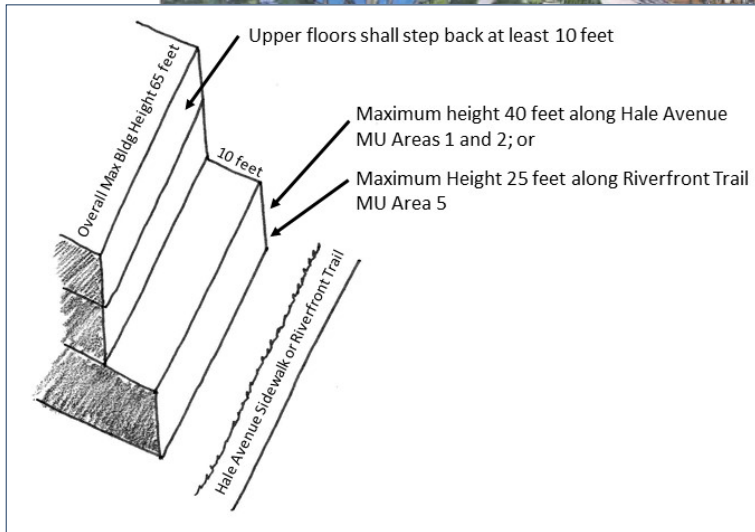
B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down

such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.

Example: Buildings Step Down to Pedestrian Level



E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this ____ day of _____, 2021 and ordered published in pamphlet form.

PASSED and ADOPTED this ____ day of _____, 2021 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

EXHIBIT A

GREEN AREAS – New Parcels

RED OUTLINE – Original ODP Boundary



EXHIBIT B

