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**CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 3, 2021
250 NORTH 5TH STREET - CITY HALL AUDITORIUM
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming November 8 - 12, 2021 as Law Enforcement Records Personnel Week in the City of Grand Junction

Proclaiming November 11, 2021 as A Salute to All Veterans 2021 in the City of Grand Junction

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 four options for providing Citizen Comments: 1) in person during the meeting, 2) Virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, November 3, 2021 or 4) submitting comments [online](#) until noon on Wednesday, November 3, 2021 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Council Reports

CONSENT AGENDA

REVISED

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 October 18, 2021 Workshop
- b. Minutes of the October 20, 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. Quasi-judicial
 - i. Introduction of an Ordinance to Rezone 8.84 Acres from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac), Located at NW Corner of 26 Road and I-70 Frontage Road and Setting a Public Hearing for November 17, 2021
 - ii. Introduction of an Ordinance Accepting Fernwood Court in the Knolls Subdivision as a Public Street and Setting a Public Hearing for November 17, 2021
 - iii. Introduction of an Ordinance Regarding the Zip Line at Las Colonias Lease Agreement and Second Amendment to Cooperative Agreement and Setting a Public Hearing for November 17, 2021

3. Contracts

- a. I-70 / 29 Road Interchange Memorandum of Understanding Between the City of Grand Junction and Mesa County
- b. Contract for Persigo Wastewater Treatment Plant Electrical Improvements
- c. Solar Land Lease Agreement with Pivot Energy, LLC

4. Resolutions

- a. A Resolution Authorizing a Memorandum of Understanding Between the Colorado Attorney General and the City of Grand Junction for Distribution of Opioid Settlement Funds and Associated Forms to Initiate Settlements

REGULAR AGENDA

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

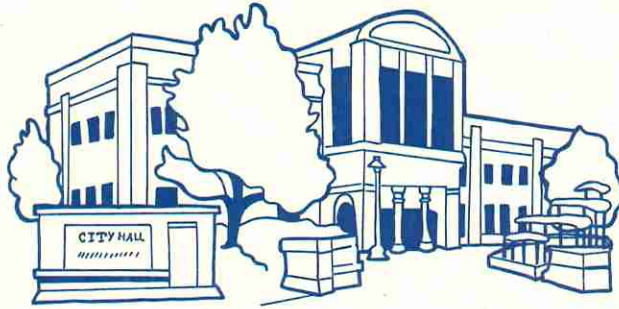
5. Public Hearings

- a. Legislative
 - i. Introducing the Appropriation Ordinance for the 2022 Budget, Presentation, First Public Hearing and Set a Second Public Hearing for December 1, 2021
- b. Quasi-judicial
 - i. An Ordinance 1) Amending the Comprehensive Plan from Residential Medium to Commercial; and 2) Rezoning 0.276 Acres from R-5 (Residential 5 du/ac) to C-1 (Light Commercial), Located at 2894 Presley Avenue

6. Non-Scheduled Citizens & Visitors

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

7. Other Business**8. Adjournment**



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** dedicated law enforcement records personnel serve the People of Grand Junction and provide them with a vital service; and
- Whereas,** law enforcement records personnel are crucial to assisting law enforcement agencies in the identification, pursuit, capture, and processing of suspects; and
- Whereas,** these professionals continually use their expertise and experience in maintaining criminal justice agency records and statistics, providing data for improving apprehension strategies; and
- Whereas,** the efficiency of the qualified and committed personnel who staff law enforcement records is materially influenced by the people's attitude and understanding the importance of the work they perform; and
- Whereas,** law enforcement records personnel serving the City of Grand Junction have exhibited professionalism, efficiency, and compassion during the performance of their essential duties in the past year.

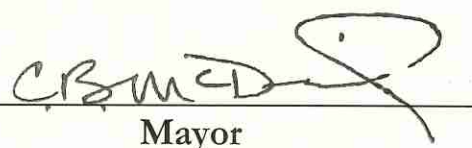
NOW, THEREFORE, I, C. B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 8 – 12, 2021 as

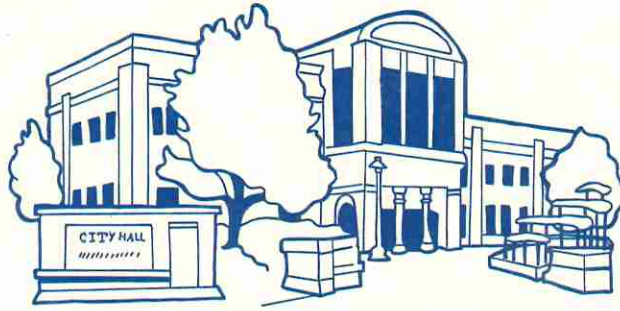
"Law Enforcement Records Personnel Week"

in the City of Grand Junction and encourage citizens to recognize our City's law enforcement records personnel for their valuable contributions to our law enforcement community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 3rd day of November 2021.


Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, our Veterans have made sacrifices and worked diligently to keep our nation free; and

Whereas, it is right for our community and our Nation to seek ways in which to recognize and show our appreciation for those men and women who have faithfully served our country; and

Whereas, the citizens across the United States will be celebrating Veteran's Day on November 11, 2021; and

Whereas, it is proper for citizens to honor our Veteran's service to our country and there will be a Veterans Day Ceremony at the Fruita Visitor's Center Vietnam War Memorial Park on November 11th at 1100 hours and a Veterans Parade on November 6th starting at 1400 and running down Main Street in Grand Junction, Colorado; and

Whereas, this event will be the 29th annual local parade and salute to our Veterans.

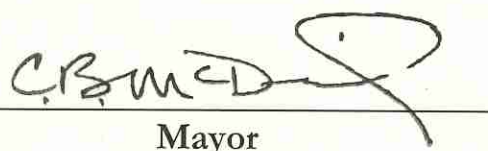
NOW, THEREFORE, I, C. B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 11, 2021 as

"A Salute to All Veterans 2021"

in the City of Grand Junction.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 3rd day of November, 2021.


Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

October 18, 2021

Meeting Convened: 4:00 p.m. Meeting held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

Meeting Adjourned: 7:40 p.m.

City Councilmembers present: Councilmembers Abe Herman, Phil Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Mayor Chuck McDaniel.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Human Resources Director Shelley Caskey, Finance Director Jodi Welch, Deputy Finance Director Scott Rust, Financial Analyst Matt Martinez, Budget Coordinator Linda Longenecker, Risk Manager Brett Bergman, General Services Director Jay Valentine, Financial Analyst Shane O'Neill, Parks and Recreation Director Ken Sherbenou, Recreation Superintendent Emily Krause, Parks Maintenance Supervisor Marc Mancuso, Chief Technology Officer Ben Barrio, IT Operations Supervisor Scott Hockins (via webinar), IT Supervisor Jackson Trappett (via webinar) Public Works Director Trent Prall, Fire Chief Ken Watkins, Deputy Fire Chief Chris Angermuller, Deputy Fire Chief Gus Hendricks, Police Chief Doug Shoemaker, Deputy Police Chief Matt Smith, Deputy Police Chief Mike Nordine, Utilities Director Randi Kim, Water Services Manager Mark Ritterbush, Engineering Manager Ken Haley, Visit Grand Junction Director Elizabeth Fogarty, Senior Assistant to the City Manager Greg LeBlanc, Management Analyst Johnny McFarland, Deputy City Clerk Selestina Sandoval, and Deputy City Clerk Janet Harrell.

Mayor McDaniel called the meeting to order.

Agenda Topic 1. Discussion Topics

a. 2021 Budget Workshop: Capital Budget Presentation, Horizon Drive Business Improvement District Operating Plan and Budget Presentation, Downtown Development Authority Business Improvement District Operating Plan and Budget Presentation, Downtown Development Authority Budget Presentation, Economic Development Partners Funding Discussions (Grand Junction Chamber of Commerce, Industrial Development Inc., Air Alliance, Greater Grand Junction Sports Commission) Non-profit Funding Discussion, Budget Follow Up and Reconciliation

Capital

Each year the City of Grand Junction invests a significant portion of the annual budget in capital improvements in the community. Through the continued assessment of the condition of City assets and a series of long-term capital and financial funding plans, the City of Grand Junction ensures that existing infrastructure is adequately maintained, and that future infrastructure is constructed in a fiscally responsible manner. In 2022 the recommended capital plans dedicate \$84.7 million to critical

utilities, transportation, street maintenance, parks and recreation amenities, public safety, curb gutter, sidewalk, and drainage projects.

City Manager Caton provided an overview.

Public Works (PW) Director Prall reviewed operations, staffing changes/needs, highlighted four key changes to be implemented in 2022 (Weed Abatement/Right-of-Way Weed Control Program moving to PW and expanding, increasing the storm drain cleaning program, conducting a Freight Transportation Logistics Feasibility Study and adding a Real Estate Manager position) and major projects.

Discussion included that the improvements budgeted for 4th & 5th Streets will be similar whether they remain one way or change to two way, how a Freight Transportation System would function with the local transportation systems, the City's history with a Real Estate Manager position and the duties for this position, the TABOR funds approved for PW projects, how previous project costs are used to budget for future projects, which projects Bond funds will be allocated toward, and how the scope of the Colorado River Levy Renovation Project was determined.

Parks & Recreation Director Sherbenou highlighted 2022 projects (Monument Connect Trail, Dos Rios Amenities, Lincoln Park Stadium Renovation, Pickleball Court Expansion, Botanical Gardens Master Plan, Blue Heron Boat Ramp) and which will use grant and/or fundraising dollars.

Discussion included why the Hale Avenue area does not have landscaping (irrigation system is not installed), what fund sources are included in "Parkland" funds, how the cannabis tax was projected, why cannabis tax was used as a source in this budget, why other fund sources that are currently available weren't used and if identified fund sources are not able to be used the budget can be amended.

Utilities Director Kim reviewed water supply (Purdy Mesa and Kannah Creek Flowlines, Carson Lake Dam, Grand Mesa Reservoirs and ranch improvements), distribution (waterline replacements, lead service lines and increasing the Kannah Creek storage tank) and water treatment plant (motor control center and miscellaneous improvements) projects.

Business Improvement Districts (BID), DDA

The City Council annually approves the operating plans and budgets of business improvement districts inside the City which are the Horizon Drive Association Business Improvement District and the Downtown Business Improvement District.

Horizon Drive Association Business Improvement District Executive Director Vara Kusal discussed the 2022 budget and reviewed the following: new landscaping/underbrush cleanup, trespassing/camping issues, roundabout art, and bus kiosk improvements.

Downtown Development Authority (DDA) & BID Executive Director Brandon Stam reviewed the purpose, funding, District boundaries (Central Business, Rail, and River), budget and the following highlights: summer Ambassador Program, increased event attendance, new vendor activity, new art installations, increased business activity, new properties incorporated in Rail & River Districts, 4th & 5th Streets Feasibility Study, and increased in gift card sales. Mr. Stam also noted the following topics the DDA will be looking into: a Tax Increment Financing (TIF) extension and possible rate change, the 4th & 5th Streets Study, public restroom facilities, alley improvements, and parking pay stations.

Economic Development Funding

Economic development has been identified as a City Council strategic priority and the City has devoted significant funding toward the development of strategies and amenities designed to strengthen the community as a regional economic hub and attract new residents and businesses.

City Manager Caton reviewed the Economic Development Fund allocations in the City's recommended budget.

Grand Junction Area Chamber of Commerce President & Chief Executive Officer Diane Schwenke presented information on their Business Retention & Expansion Program highlighting the following: the North Star Study, assistance in \$21.2 million local business capital improvements, visited 127 businesses, took positions on 42 pieces of legislation, 131 jobs created, partnered with City and County, hosted 18 webinars for local businesses, continued assistance with West Star Aviation, Timberleaf Trailers, & Soft Gel, Inc., business expansions, supply chain, logistic needs, and Mesa County Economic Development Strategy. Ms. Schwenke then reviewed the efforts of the Industrial Developments, Inc. (manages community assets for projects that involve creation of primary jobs to include incentive funds and discounted property) and Grand Junction Regional Air Service Alliance (GJRASA), (improves commercial air service by providing industry marketing incentives).

Discussion included the GJRASA marketing plans provided and if their financial statements should be a public record.

Greater Grand Junction Sports Commission Executive Director Ben Snyder reviewed new and returning 2021 events and partnerships, 2022 planned events and recruiting opportunities, and requested continued receipt of .75% of the City's Lodging Tax.

Discussion included cultivating more local partnerships, opportunities for ice rink events, additional revenue options, and growing existing events.

Non-Profit Funding

Support of community non-profit organizations is a long-standing practice of City Council through allocation of Community Development Block Grant (CDBG) funds as well as direct funding. For direct

funding, community non-profit organizations request that funds be allocated in the City's budget annually, beginning with an application process in the summer.

Non-profit funding comes from the General Fund and thirty-two agencies are funded for a total of \$1,450,186. With dues and memberships of \$96,986, the total is \$1,547,172.

Discussion included revising the application process.

Budget Follow Up and Reconciliation

Housing: The current housing position as presented in the 2022 Budget is proposed to assist in matters related to affordable and attainable housing. Specifically, the position is anticipated to organize, build capacity and implement housing policy recommendations, and manage related project activities to meet the City's priorities and strategic objectives.

At the October 4th City Council workshop, it was noted that Council may want to consider prioritizing a broader initiative to specifically address the houseless population. If it is desired that the City work more directly on the issue of the houseless and housing the houseless, staff anticipates another position would be needed. The position could be designed to support efforts such as combining affordable housing assistance with voluntary support services to address the needs of chronically homeless people, connecting people to shelter services or short-term housing, coordinating with other houseless service providers and/or the provision of other related services.

Discussion included City resources that go to homelessness and when new positions will be phased in.

Fire Station No. 5 Ambulance: At the October 4th City Council Workshop, Council asked about placing ambulance service at Station No. 5. Staff revised the estimated cost from the memorandum to City Council in September to include all costs including personnel (at 2022 rates), ambulance, equipment, academy, and personal protective equipment for six positions. The total cost is \$1.1 million and would need to be funded initially through the General Fund.

Discussion included Fire Station No. 5 provides full medical care and only lacks the ability to transport patients, ability to staff trained employees, agreement between the City and Rural Fire Protection District regarding specific responsibilities and if the terms of the agreement are being met, and call volume demand per district and ambulance use.

Private Ash Tree Treatment Assistance Program: At the October 4th budget workshop, City Council asked about the health of trees on private property and asked for the development of a program to support the health of ash trees not only in the public right-of-way or in parks but also on private property. The cost of the program is planned at \$84,276 and would be funded from the General Fund. These funds will be devoted mostly to covering the cost of the subsidy. Other costs will cover public

outreach, tree planting for those trees lost that are too small to treat and program administration.

Water Rates: At the October 4th City Council Workshop Council asked if water rates for the base rate of water usage less than 3,000 gallons could be held flat instead of the proposed 2% rate increase in 2022. Staff analyzed that impact and if base rates are held flat in order to generate the same revenue, an increase of 9% would be needed for the higher usage tiers instead of the proposed 7% rate increase in 2022. While keeping the base rates flat for all water users will maintain affordability and promote water conservation, a higher increase for higher usage tiers will have a cost impact to commercial and government customers that are large water users. The increases for these example types of users ranged from \$45 more per year to \$12,300 more per year.

Discussion included possible landscaping restrictions and how this would impact the community.

Department Full Time Position Chart:

Reconciliation: The budget development is fluid and will continue through final adoption of the budget. After the October 4th City Council Workshop there were a few changes to the budget that had an overall positive impact on the General Fund and the First Responder Fund.

Agenda Topic 2. City Council Communication

Councilmember Simpson requested budget information on the Self-Insured Health Insurance Fund. City Manager Caton will send a memo to Council on this item.

Agenda Topic 3. Next Workshop Topics

The November 1st workshop discussion topics are Cannabis Regulations and the Distribution of Opioid Settlement Funds.

Agenda Topic 4. Other Business

There was none.

Adjournment

The workshop adjourned at 7:40 p.m.

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

October 20, 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 20th day of October 2021 at 5:30 p.m. Those present were Councilmembers Abe Herman, Phillip Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart and Council President Chuck McDaniel.

Also present were City Manager Greg Caton, City Attorney John Shaver, Records Manager Debbie Kemp, and Deputy City Clerk Selestina Sandoval.

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

Proclamations

Proclaiming October 28, 2021 as Grand Junction Lions Club Day in the City of Grand Junction

Councilmember Pe'a read the proclamation and Grand Junction Lion's Club President Dan Sites accepted it.

Citizen Comments

Bruce Lohmiller spoke of the Mesa County Valley School District #51 Board Meeting regarding a Sex Education Class, the importance of funding local organizations, Collin Powell and the Mentor's Program.

Ed Treu expressed his concern about the lack of an ambulance at Fire Station 5.

Bill Lewis expressed his concern about the lack of an ambulance at Fire Station 5.

Sue Carbone expressed her concern about the lack of an ambulance at Fire Station 5.

Anthony Hober expressed his concern about the lack of an ambulance at Fire Station 5.

Kenneth Frankhouser advocated for a full-time crew and ambulance at Fire Station 5.

Ed Kowalski expressed concern with speeding in the community.

John Pond spoke of speeding, black smoke chips in vehicles, expressed concerns of the Grand Junction Police Department identifying citizens who file complaints, and their policy of not accepting oral open record requests.

Barbara Geer expressed concerns about the election.

Council President McDaniel stated that he and all of City Council listened to a voicemail left by Richard Swingle and viewed a presentation he sent electronically for citizen comments previously.

City Manager Report

City Manager Caton stated that, in response to concerns about the lack of an ambulance at Fire Station 5, there will be meetings scheduled for community engagement to share the City's practices and plans for safety going forth with growth in that area.

Council Reports

Councilmember Reitz gave an update on the Downtown Development Authority (DDA).

Councilmember Stout gave an update on the Colorado Municipal League, Associated Governments of Northwest Colorado, Business Incubator Chief Executive Officer hiring, and spoke of a fundraiser for Sister City, El Espino.

Councilmember Herman gave an update on Hanging with Herman, Grand Junction Bike Night, Grand Junction Economic Partnership Executive Director hiring, and the Urban Trails Committee.

Councilmember Taggart gave an update on One Riverfront and the Grand Junction Regional Airport Authority.

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the October 4, 2021 Workshop
- b. Minutes of the October 6, 2021 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Cross Orchards Annexation of 22.68 Acres, Located 3073 & 3075 Patterson Road & Tax Parcel No. 2943-091-30-004, a Parcel with no Physical Address, and Setting a Public Hearing for December 1, 2021
 - ii. Introduction of an Ordinance to 1) Amend the Comprehensive Plan from Residential Medium to Commercial; and 2) Rezone 0.276 Acres from R-5 (Residential 5 du/ac) to C-1 (Light Commercial), Located at 2894 Presley Avenue and Setting a Public Hearing for November 3, 2021

3. Contracts

- a. 2021 Community Development Block Grant (CDBG) Subrecipient Agreement between Grand Valley Catholic Outreach and the City of Grand Junction

4. Resolutions

- a. A Resolution Supporting the Application for a Bureau of Reclamation Grant for Kannah Creek and Purdy Mesa Flow Lines Intertie Project
- b. A Resolution Vacating a Portion of an Emergency Access Easement Totaling 0.26 Acres, Located within Tract C of Sundance Village Subdivision

REGULAR AGENDA**Colorado Department of Transportation I-70B Phase 6 Design Update and Resolution of Support**

Colorado Department of Transportation (CDOT) is currently reconstructing the I-70 Business Loop from American Way south to Rood Avenue (Phase 5). The next phase will reconstruct the section of I-70B/1st Street from Rood Avenue south through 2nd Street along both the Pitkin Avenue and Ute Avenue corridors (Phase 6). Senate Bill 267 funding is in place and CDOT is working toward 2023 construction. CDOT will provide an update on the revised design elements of Phase 6 and Council will consider a resolution of support.

Public Works Director Trenton Prall introduced this item. Shoshana Lew, CDOT Executive Director made some opening remarks, then Kaity Clark, Grand Junction Resident Engineer for Region 3 presented this item.

Conversation included the timeline for a federal grant decision for this project (by December 1st), gratitude to CDOT for addressing community concerns, mobility hub version if the federal grant is not received, pedestrian crossings (usable crosswalks) and sidewalks, transit lane that will allow for the third lane once the trigger is initiated, realignment of the expansion of the road to prevent the bisection of the City, DDA support for this item, and utilizing the Riverside Parkway to the best ability possible through better signage.

The floor was opened for public comment at 6:32 p.m.

Dustin Anzares, owner of the Historic Train Depot expressed his support for this project and thanked staff and CDOT for their advocacy of this project.

Ian Thomas with Grand Junction Bike Med encouraged City Council to vote against this resolution due to going against the “pedestrian first” feel of Downtown.

Steve Carter expressed concern with how this plan would impact the accessibility to the Courthouse and other buildings in that area.

Jason Winn shared his experience as a bicyclist commuting in the City and expressed his concern of the six-lane highway.

Logan (no last name given) shared concerns with the six-lane highway and safety for bicyclists and pedestrians.

The floor was closed to public comments at 6:45 p.m.

Conversation ensued regarding the six-lane highway and being forward thinking, diverting traffic around the City and not through it (new mobility west proposal), increasing crossing times for pedestrians and balancing the needs of the community.

Councilmember Simpson moved to adopt Resolution No. 89-21, a resolution supporting the Colorado Department of Transportation's October 2021 conceptual design for I-70B Phase 6. Councilmember Stout seconded the motion. Motion carried with Councilmember Taggart voting no.

A Resolution Accepting the Petition for the Annexation of 19.41 Acres of Land and Ordinances Annexing and Zoning the Westland Meadows Annexation to R-8 (Residential - 8 du/ac), on Property Located at 2973 D ½ Road, West of 30 Road in Pear Park

The applicants, Richard and Marianne Traver requested annexation of 19.41 acres of land located at 2973 D ½ Road and a zone of annexation to R-8 (Residential – 8 du/ac) for the

Westland Meadows Annexation. The property has a Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). The subject property currently has an existing single-family residence.

The properties are Annexable Development per the Persigo Agreement. The applicants requested annexation into the City limits in anticipation of future residential subdivision development. The zone district of R-8 is consistent with the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning request.

Planning Supervisor Felix Landry presented this item.

The public hearing opened at 7:00 p.m.

There were no comments.

The public hearing closed at 7:00 p.m.

Councilmember Herman moved to adopt Resolution No. 86-21, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Westland Meadows Annexation, approximately 19.41 acres, on a property located at 2973 D ½ Road and to adopt Ordinance No. 5026, an ordinance annexing territory to the City of Grand Junction, Colorado, Westland Meadows Annexation, approximately 19.41 acres, a property located at 2973 D ½ Road, just west of 30 Road in Pear Park, and to adopt Ordinance No. 5027, an ordinance zoning the Westland Meadows Annexation to R-8 on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Council took a break at 7:03 p.m.

Council reconvened at 7:12 p.m.

An Ordinance Rezoning Approximately 12.00 Acres from I-1 (Light Industrial) to C-2 (General Commercial), Located at 2211 Hallco Drive

The applicant LSM Red Rock, LLC requested the rezone of one parcel totaling approximately 12.00 acres from I-1 (Light Industrial) to C-2 (General Commercial) located at 2211 Hallco Drive. The requested C-2 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

Jace Hochwalt presented this item.

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

There were no public comments.

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

Councilmember Taggart moved to adopt Ordinance No. 5028, an ordinance rezoning one parcel totaling approximately 12.00 acres from I-1 (Light Industrial) to C-2 (General Commercial) located at 2211 Hallco Drive 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 Accepting the Petition for the Annexation of 2.98 Acres of Land and Ordinances Annexing and Zoning the Phoenix Haus Annexation to I-1 (Light Industrial), Located at 834 21 ½ Road

The applicants, 834 21 ½ RD, LLC (Phoenix Haus-William & Kate McDonald) and Buttolph Trust (Kathleen Selover); Aerial & William H Buttolph Trust (Sheryl Buttolph Fitzgerald) are requesting annexation of two properties and a zone of annexation to I-1 (Light Industrial) for the Phoenix Haus Annexation. The approximately 2.98-acre land area is located at 834 21 ½ Road and includes a portion of the Pritchard Wash (Capeco Drain). The area has a Comprehensive Plan Land Use Map designation of Industrial for the 834 21 ½ Road property, however, the Buttolph Trust/William H. Buttolph Trust property is part of the Pritchard Wash (Copeco Drain) corridor and has no land use designation; it is a drainage ditch corridor that runs north-south through the City's Urban Development Boundary planning area. It is adjacent to Industrial on both sides as shown on the Land Use Map. The annexation area contains the existing Phoenix Haus business facility at 834 21 ½ Road, on Lot 8 of the Riverview Commercial Subdivision and a parcel of land containing a portion of the Pritchard Wash/Copeco Drain area owned by the Buttolph trusts.

The area is Annexable Development per the Persigo Agreement. The applicant requested annexation into the City limits in anticipation of future expansion of the existing building containing the Phoenix Haus business. The proposed zone district of I-1 is consistent with the Comprehensive Plan land use of Industrial. The request for annexation is being considered concurrently by City Council.

Principal Planner David Thornton presented this item.

Applicant with the Phoenix Haus, Bill McDonald spoke of his request.

Comments were made thanking the applicant for their business.

The public hearing opened at 7:27 p.m.

There were no public comments.

The public hearing closed at 7:27 p.m.

Councilmember Reitz moved to adopt Resolution No. 87-21, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Phoenix Haus Annexation, approximately 2.98 acres, located at 834 21 ½ Road, adopt Ordinance No. 5029 an ordinance annexing territory to the City of Grand Junction, Colorado, Phoenix Haus Annexation, approximately 2.98 acres, located 834 21 ½ Road, and to adopt Ordinance No. 5030, an ordinance zoning the Phoenix Haus Annexation to I-1 on final passage and ordered final publication in pamphlet form. Councilmember Simpson seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Accepting the Petition for the Annexation of 5-Acres of Land and Ordnances Annexing, Amending the Comprehensive Plan Land Use Map to Residential Medium and Zoning the Sage Creek Annexation to R-8 (Residential - 8 du/ac), Located at 3038 D ½ Road

The applicant Sage Creek Investments, LLC requested annexation of one property, a Comprehensive Plan Amendment from Residential Low (2-5.5 du/ac) to Residential Medium (5.5-12 du/ac) and a zone of annexation to R-8 (Residential 5.5-8 du/ac) for the Sage Creek Annexation. The approximately 5-acre property is located at 3038 D ½ Road in Pear Park. The subject property has one existing residence with most of the property vacant.

The property is Annexable Development per the Persigo Agreement. The applicant requested annexation into the City limits and an amendment to the 2020 One Grand Junction Comprehensive Plan in anticipation of future residential subdivision development. The zone district of R-8 is consistent with the proposed Residential Medium Land Use category of the Comprehensive Plan. The request for annexation is being considered concurrently by City Council with the Comprehensive Plan amendment and zone of annexation requests.

Principal Planner David Thornton presented this item.

Tracy States with River City Consultants was present to answer questions.

The public hearing opened at 7:37 p.m.

There were no public comments.

The public hearing closed at 7:37 p.m.

Conversation ensued regarding clarification of how 18% of perimeter abutting City limits is calculated for criteria, appreciation of packet photos showing proximity of location, neighborhood meeting participation and notice.

Councilmember Pe'a moved to adopt Resolution No. 88-21, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Sage Creek Annexation, approximately 5 acres, located at 3038 D ½ Road, adopt Ordinance No.

5031, an ordinance annexing territory to the City of Grand Junction, Colorado Sage Creek Annexation approximately 5 acres located on a property at 3038 D ½ Road Tax Parcel Number 2943-162-00-037, and to adopt Ordinance No. 5032, an ordinance amending the Comprehensive Plan Land Use Map of the City of Grand Junction from Residential Low (2-5.5 Dwelling Units/Acre) to Residential Medium 5.5-12 Dwelling Units/Acre) and Zone of Annexation for the Sage Creek Annexation from Rural (1 Dwelling Unit/5-Acres) to R-8 (Residential–8 Dwelling Units/Acre) Zone District Located at 3038 D ½ Road on final passage and ordered final publication in pamphlet form. Councilmember Stout seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 1.51 Acres from I-1 (Light Industrial) to C-2 (General Commercial), Located at 2150 Hwy 6 and 50

The representative Tom Logue, acting on behalf of the applicant, Cyndi Casebier (manager of Western Engineers, Inc.), requested the rezone of one parcel totaling approximately 1.51 acres from I-1 (Light Industrial) to C-2 (General Commercial) located at 2150 Hwy 6 and 50. The requested C-2 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

Associate Planner Daniella Acosta presented this item.

The public hearing opened at 7:47 p.m.

There were no public comments.

The public hearing closed at 7:47 p.m.

Councilmember Taggart moved to adopt Ordinance No. 5033, an ordinance rezoning one parcel totaling 1.51. acres from light I-1 (Light Industrial) to C-2 (General Commercial) located at 2150 Hwy 6 and 50 on final passage and ordered final publication in pamphlet form. Councilmember Simpson seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Vacating a Portion of the Orchard Avenue Right-of-Way in the Vicinity of North 10th Street

The applicant Colorado Mesa University (CMU) requested vacation of a portion of the south side of the Orchard Avenue public right-of-way in order to make improvements to the baseball field, track and pedestrian facilities on the south side of the street within the CMU campus that would encroach in the public right-of-way. The existing Orchard Avenue right-of-way in this vicinity was originally dedicated by subdivision plats in the 1940's. The applicant requested the vacation of a 6.5-foot wide by 497.95-foot-long portion of the south side of this right-of-way (0.178-acres) in order to construct the proposed improvements. The plans for the construction have been reviewed and approved by the City subject to this vacation request and the vacation is consistent with the City's Comprehensive Plan and Circulation Plan.

Principal Planner Kristen Ashbeck presented this item.

Derek Wagner with CMU was present to answer questions.

The public hearing opened at 7:54 p.m.

There were no public comments.

The public hearing closed at 7:54 p.m.

Councilmember Simpson moved to adopt Ordinance No. 5034, an ordinance vacating a portion of the Orchard Avenue right-of-way in the vicinity of North 10th Street on final passage and order final publication in pamphlet form. Councilmember Stout seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Rezone Property Located at 1101 Winters Avenue from General Industrial (I-2) to Light Industrial (I-1)

The applicant James R. McConnell, Member of Winters Building, LLC, requested the rezone of one 4.91-acre parcel from I-2 (General Industrial) to I-1 (Light Industrial) located at 1101 Winters Avenue. The requested I-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Industrial.

Principal Planner Kristen Ashbeck presented this item.

Conversation ensued regarding how this rezone will benefit the Riverside Educational Center, a non-profit organization.

The public hearing opened at 8:01 p.m.

There were no public comments.

The public hearing closed at 8:01 p.m.

Councilmember Stout moved to adopt Ordinance No. 5035, an ordinance rezoning the property located at 1101 Winters Avenue from General Industrial (I-2) to Light Industrial (L-1) on final passage and ordered final publication in pamphlet form. Councilmember Herman seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 26.673 Acres from R-R (Rural Residential) to MXG-3 (Mixed Used General - 3), Located at 765 24 Road

The representative Daniel C. Hooper, President, acting on behalf of the applicant, Fellowship Church of Grand Junction ("Fellowship Church"), requested the rezone of one parcel totaling 26.673 acres from R-R (Rural Residential) to MXG-3 (Mixed Use General – 3) located at 765 24 Road. The purpose of the rezone is to enable the applicant to erect signage consistent with a non-residential zone district. The requested MXG-3 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium.

The MXG-3 zone district allows for mixed-use development and has specific site design and architectural standards intended to create a mix of compatible uses in close proximity to one another in a pedestrian-friendly environment. Furthermore, the subject site is located within the 24 Road Corridor Subarea Plan and therefore, is subject to 24 Road Corridor Design Standards. The signage standards require monument style signs not exceeding 12 feet in height and 100 square feet in size.

Associate Planner Daniella Acosta presented this item.

The public hearing opened at 8:07 p.m.

There were no public comments.

The public hearing closed at 8:07 p.m.

Conversation ensued regarding how this church was allowed in a residential area (because churches are allowed in all zones), and allowed sign sizes.

Councilmember Stout moved to adopt Ordinance No. 5036, an ordinance rezoning one parcel totaling 26.673 acres from R-R (Rural Residential) to MXG-3 (Mixed Use General - 3) located at 765 24 Road on final passage and ordered final publication in pamphlet form. Councilmember Simpson seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Amending the Grand Junction Municipal Code by Establishing a Process for Optional Premises Licenses

The Grand Junction Municipal Code (GJMC) at 5.12.010 *et. seq.* provides a process for liquor and beer licensure according to State and local law. With this Ordinance, the City Council will amend the GJMC to create a process for optional premises licenses in the City of Grand Junction, Colorado.

City Attorney John Shaver presented this item.

The public hearing opened at 8:12 p.m.

There were no public comments.

The public hearing closed at 8:12 p.m.

Councilmember Taggart moved to adopt Ordinance No. 5037, an ordinance to amend the Grand Junction Municipal Code to establish a process for Optional Premises licenses as provided in the ordinance and by applicable law on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens and Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:14 p.m.

Selestina Sandoval
Deputy City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: November 3, 2021
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance to Rezone 8.84 Acres from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac), Located at NW Corner of 26 Road and I-70 Frontage Road and Setting a Public Hearing for November 17, 2021

RECOMMENDATION:

The Planning Commission heard this request at its October 26, 2021 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Louise A. Miller, is requesting a rezone from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac) for 8.84-acres located at the NW corner of 26 Road and I-70 Frontage Road, in anticipation of future development. The requested R-4 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac), if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated in Appleton at the NW corner of 26 Road and I-70 Frontage Road. The property annexed in 1995 is currently vacant and is 8.84-acres in size. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 and in preparation for future residential subdivision development. The current City zoning for the property is R-1 (Residential 1 du/ac).

The rezone request to R-4 is in keeping with urban residential densities as envisioned by the Comprehensive Plan adopted by the City in December 2020. The property has

access to sewer service with a sewer trunk line running along its NW border. The property was annexed by the City in 2003. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan supporting the request to intensify land use through infill in this area. The Land Use Map identifies the site as “Residential Low”, a designation within the Urban Development Boundary and Tier 1 that supports zoning that requires a minimum density of 2 units per acre.

Rezone Request:

The Applicant is interested in preparing the property for future development, which may include selling the property to a developer for future urban residential development, and that would be consistent with the scope and type of development envisioned by the Comprehensive Plan with a Residential Low (2 – 5.5 du/ac) density. The R-4 zoning requires a minimum of 2 dwelling units per acre, therefore the requested zoning of R-4 implements the Comprehensive Plan. The purpose of the R-4 (Residential – 4 du/ac) zone district is to provide for low-density attached and detached dwellings. As noted above, the R-4 ensures minimum densities of 2 dwelling units per acre are met. In addition to the R-4 (Residential – 4 du/ac) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac).

- a. R-5 (Residential – 5 du/ac)
- b. CSR (Community Services and Recreation)

In reviewing the other zoning district options for the proposed Residential Low (2 – 5.5 du/ac) category, all applicable zoning districts allow single-family detached and two-family development with the R-5 zone district allowing for additional multi-family development. The property adjacent to the subject property to the east is zoned R-1 in the City, established under the 2010 Comprehensive Plan’s land use designation for Residential Low (0.5 to 2 du/ac). To the south is Bookcliff Gardens Nursery, zoned B-1 in the city. To the southeast is city R-4 zoning and property adjacent to the west and north is unincorporated land zoned RSF-R (Residential Single Family Rural) in Mesa County but shown as Residential Low on the Land Use Map.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Rezone request was held on Tuesday, August 17, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant’s Representative and City staff were in attendance along with two citizens. A presentation of the rezone request to R-4 was made by the owner’s representative; information regarding the City’s review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City’s review process.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with a new application sign on September 8, 2021. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to

surrounding property owners within 500 feet of the subject property on October 11, 2021. The notice of this public hearing was published October 19, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS - Rezone

The criteria for review are set forth in Section 21.02.140 (a). The criteria provides that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or R-1 (Residential – 1 du/ac) zoning is no longer a valid zone district for the property due to the 2020 Comprehensive Plan designating it for Residential Low with a minimum of 2 dwelling units per acre. The 2010 Comprehensive Plan allowed for a larger range of density through its Blended Map including densities smaller than 2 units per acre. With the 2020 One Grand Junction Comprehensive Plan, this is no longer recommended.

The current zoning of R-1 occurred at the time of annexation in 1995. It was zoned R-1, a zone district at the time that was supported by surrounding County rural zoning and larger lot residential development occurring in the area. Since 1995, Woodridge Subdivision (3.6 du/ac), Ruby Ranch Subdivision (3 du/ac) and Blue Heron Estates (2.5 du/ac) all located to the south of the subject property have been developed and constructed.

The property is located at the fringe of the developable area in the City, just on the other side of I-70 from these subdivisions mentioned and is seeing the pressures of urbanization due to its location to jobs, goods and services. Although these other developments are on the other side of I-70, the logical progression of growth is for it to now occur on this property and other neighboring properties.

The subject property is located within Tier 1 on the Intensification and Growth Tiers Map of the 2020 One Grand Junction Comprehensive Plan supporting urban infill. Tier 1's focus is on intensifying residential growth.

Therefore, staff finds that this criterion is met.

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

The current zoning of R-1 occurred at the time of annexation in 1995. It was zoned R-1, a zone district at the time that was supported by surrounding County rural zoning and larger lot residential development occurring in the area. Since 1995, Woodridge Subdivision (3.6 du/ac), Ruby Ranch Subdivision (3 du/ac) and Blue Heron Estates (2.5 du/ac) all located to the south of the subject property have been developed and constructed.

The property is located at the fringe of the developable area in the City, just on the

other side of I-70 from these subdivisions mentioned and is seeing the pressures of urbanization due to its location to jobs, goods and services. Although these other developments are on the other side of I-70, the logical progression of growth is for it to now occur on this property and other neighboring properties.

Therefore, staff finds that this criterion is met.

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

Public sanitary sewer service, Ute Water domestic water service, Grand Valley Power and Xcel electrical gas service, and public stormwater sewer are available to the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-4 zone district.

Therefore, staff finds that this criterion is 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 city is broadly in need of additional residential development if it is to meet the needs of a growing population. Citywide, low-density residential zoning is common, but very few properties with low-density residential zoning remain undeveloped. It is thus logical that, in order to continue to provide housing opportunities, and to include low-density housing patterns in the range of housing options available in the City of Grand Junction, additional land must be zoned to low-density residential districts such as R-4.

Therefore, Staff finds this criterion to be met.

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

This 8.84-acre property has been in the City limits since 1995. At the time of annexation, it was zoned R-1 (Residential 1 du/ac) due to its location within an area of existing large lot residential properties and existing county zoning.

Rezoning the property to R-4 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan, a minimum of 2 dwelling units per acre. The Appleton community will benefit from this change in zoning to R-4 by increasing undeveloped land to potential R-4 densities as the area continues to attract urban residential development at densities needing existing sanitary sewer and city services. Much of the existing adjacent urban area to the south is zoned R-4 and growth is expanding to the north. This property will be available to provide more housing choices to city residents of different ages, abilities, and incomes seeking the living environment of the Appleton area and its proximity to jobs in the area including 24 Road, the medical community around and including St. Mary's Hospital and the Horizon Drive business district, as well as Downtown Grand Junction, just 3 miles to the south. It is also near great recreational opportunities in Canyon View Park and District 51

schools of Appleton Elementary, West Middle School and Grand Junction High School.

Therefore, Staff finds this criterion to be met.

Changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-4 (Residential – 4 du/ac) implement's the following Plan principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

Intensification and Tiered Growth Plan (Chapter 3). Subject property is located within Tier 1 (Urban Infill) – Description: Areas where urban services already exist and generally meet service levels, usually within existing City limits, where the focus is on intensifying residential and commercial areas through infill and redevelopment.

Policy: Development should be directed toward vacant and underutilized parcels located primarily within Grand Junction's existing municipal limits. This will encourage orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation; and as a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Miller Rezone request, for a rezone from R-1 (Residential 1 du/ac) to R-4 (Residential (2 – 4 du/ac) for the property located at the NW corner of 26 Road and I-70 Frontage Road, the following findings of facts and conditions have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals and policies of the

Comprehensive Plan.

Therefore, the Planning Commission recommends approval of the requested Rezone request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Miller Rezone, an 8.81 acre property at the NW Corner of 26 Road and I-70 Frontage Road from R-1 (Residential 1 du/ac) to R-4 (Residential 4 du/ac) zone district and set a public hearing for November 17, 2021.

Attachments

1. Development Application dated 30 July 2021
2. Site Location, Aerial, Future Land Use & Zoning Maps, etc
3. Public Correspondence received
4. Additional Public Correspondence
5. ORD-Miller I-70 Rezone 102921

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Tracy States

Digitally signed by Tracy States
Date: 2021.07.28 13:05:25 -06'00'

Date:

Signature of Legal Property Owner

Louise A. Miller

Date:

General Project Report

Miller Property Rezone

No Physical Address (26 Road and I-70 Frontage Road)

Parcel No. 2701-341-00-016

August 18, 2021

Prepared for:

McCurter Land Company, LLC

2458 Home Ranch Court, Grand Junction, CO 81505

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The project is located on the west side of 26 Road, just north of the I-70 Frontage Road (2701-341-00-016).

2) Acreage: The subject parcel contains approximately 8.84 Acres.

3) Proposed Use: This submittal is for the Rezoning of the parcel from R-1 to R-4. The future land use is Residential Low (2-5.5 DU/Acre). The proposed R-4 zoning (2-4 DU/Acre) meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current R-1 zoning does not meet the intent of the 2020 Comprehensive Plan.

B. Public Benefit

The proposed Rezone will provide low density, single family residential lots needed to keep up with growth and demand for housing.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on August 17, 2021. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-4 zoning is an appropriate district for the Residential Low category of the Comprehensive Plan.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of large lot residential and agricultural uses, as well as low density residential.

3) Site access and traffic patterns:

Not applicable for this submittal.

4) Availability of utilities, including proximity of fire hydrants:

The subject parcel is served by the following:

Ute Water
City of Grand Junction Sewer
Grand Valley Water Users Association
Xcel Energy (Gas)
Grand Valley Power
City of Grand Junction Fire – Station 6
Spectrum/Charter

CenturyLink/Lumen

A Fire Flow Form will be obtained at the Preliminary/Final submittal stage.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Rezone will have no adverse effect on public facilities.

7) Hours of operation:

Typical of residential development.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The Rezone request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the rezoning and subsequent development of this property.

- (v) **Received all applicable local, State and federal permits.**
All applicable permits will be obtained for this project.

Section 21.02.140 Code amendment and rezoning:

(a) **Approval Criteria.** In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

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

The proposed Rezone request to the R-4 zone districts will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current R-1 zoning does not implement the plan.

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

The amendment would allow the continuation of low density, affordable, quality housing in this much desired area of Grand Junction and is consistent with the Comprehensive Plan.

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

Public and community facilities are existing and adequate and will support low density residential and industrial developments and are not affected as a result of the Rezone request.

(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

This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of low-density development parcels in this area, that haven't already been developed, to meet demand.

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

The area will benefit with the development of low-density residential development with the extension of services.

F. Development Schedule

Not applicable for this submittal.

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70.

Except easements and right-of-ways previously conveyed and of record.

Together with all water, ditch and lateral rights used therewith or appurtenant thereto.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Louise A. Miller, am the owner of the following real property:

(b) No physical address (26 Rd. & I-70 Frontage Road)
Parcel No. 2701-341-00-016

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed:

Louise A. Miller

Printed name of owner: Louise A. Miller

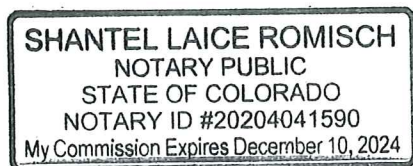
State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 30th day of July, 20 21
by Louise A. Miller

Witness my hand and seal.

My Notary Commission expires on December 10, 2024



Shantel Romisch
Notary Public Signature

THIS DEED, Made this 27th day of June ,
19 68, between

LINCOLN D. COIT and DOROTHY E. COIT

of the County of Mesa and State of
Colorado, of the first part, and

THOMAS E. MILLER and LOUISE A. MILLER

of the County of Mesa and State of Colorado, of the second part:

WITNESSETH, that the said part ies of the first part, for and in consideration of the sum of
ONE DOLLAR AND OTHER VALUABLE CONSIDERATION-----DOLLARS

to the said part ies of the first part in hand paid by the said parties of the second part, the receipt whereof is
hereby confessed and acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not
in tenancy in common but in joint tenancy, all the following described lot S or parcel S of land, situate, lying and
being in the County of Mesa and State of Colorado, to wit:

That part of the Southeast Quarter of the Northeast Quarter
of Section 34, Township 1 North, Range 1 West of the Ute Principal
Meridian, lying North of the County Road and South and East of
the Wash, which is also known as Leach Ditch, and North of
Interstate Highway No. 70.

Together with all water, ditch and lateral rights used there-
with or appurtenant thereto.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the
estate, right, title, interest, claim and demand whatsoever of the said part ies of the first part, either in law or
equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said
parties of the second part, their heirs and assigns forever. And the said part ies of the first part, for them
sel ves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the
said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these pres-
ents are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible
estate of inheritance, in law, in fee simple, and ha ve good right, full power and lawful authority to grant, bar-
gain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former
and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever,
Subject to taxes for the year 1968, payable in 1969 and subsequent
taxes,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs
and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the
said part ies of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part ies of the first part ha ve hereunto set thei hand s and
seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lincoln D. Coit [SEAL]

Dorothy E. Coit [SEAL]

[SEAL]

STATE OF COLORADO,
County of M E S A } ss.

The foregoing instrument was acknowledged before me this 27th day of June
19 68 by Lincoln D. Coit and Dorothy E. Coit

My commission expires February 20 , 19 71. Witness my hand and official seal.

Ruth H. Sutton
Notary Public.

1998810 05/31/01 0324PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$5.00
 DOCUMENTARY FEE \$NO FEE

QUITCLAIM DEED

Grantor(s) **Thomas E. Miller and Louise A. Miller**

whose address is **Post Office Box 177-221, Evanston**

County of **Uinta** and State of **Wyoming**, for the consideration of

-----no consideration----- Dollars,

in hand paid, hereby sell(s) and quitclaim(s) to **Louise A. Miller**

whose address is **Post Office Box 177-221, Evanston** **82931**

County of **Uinta** and State of **Wyoming**, the following real

property, in the County of **Mesa** and State of **Colorado**, to wit:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70.

Except easements and right-of-ways previously conveyed and of record.

Together with all water, ditch and lateral rights used therewith or appurtenant thereto.

also known as street and number:

assessor's schedule or parcel number:

with all its appurtenances, subject to taxes for the year 2001, payable in 2002 and subsequent taxes

Signed this 25th day of MAY, 2001.

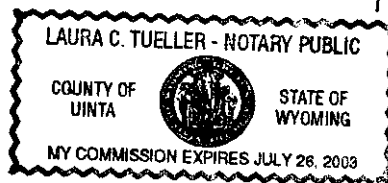
Thomas E. Miller
 Thomas E. Miller
Louise A. Miller
 Louise A. Miller

STATE OF ~~COLORADO~~ ^{WYOMING})
) ss.
 COUNTY OF ~~MESA~~ ^{UINTA})

The foregoing instrument was acknowledged before me this 25th day of May, 2001, by Thomas E. Miller and Louise A. Miller.

Witness my hand and official seal.

My commission expires: July 26, 2003



Laura C. Tueller
 Notary Public

*If in Denver, insert "City and."

Name and Address of Person Creating Newly Created Legal Description (section 38-35-106.5, C.R.S.)



**SW Corner 26 Road and the I-70 Frontage Road
No Physical Address (Parcel No. 2701-341-00-016) - Rezone**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, AUGUST 17, 2021 @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, August 17, 2021 via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on August 5, 2021, per the mailing list received from the City of Grand Junction. There were four attendees including Tracy States, Project Coordinator, with River City Consultants, and Scott Peterson, Senior Planner with the City of Grand Junction. There were two neighbors from the same household in attendance.

The meeting included a brief presentation and a question/answer session. Information about the proposed subdivision was presented, and it was explained the zoning district proposed was R-4 (2 to 4 dwelling units per acre) and that 20-23 single family residential building lots were proposed on 8.8 acres. A Concept Plan was shown to the attendees and a copy is included with this summary.

The couple in attendance was concerned about the density and access and seemed pleased that only 20-23 single-family lots were being proposed. The proposed access point aligns with their driveway on 26 Road. Tracy explained that CDOT would not likely allow access on the frontage road and aligned access points are preferred. They also asked how much irrigation water was available. Tracy explained that she did not know how many shares were available but that the subdivision could not take more water than was allotted. The couple also asked about the height of the homes which Tracy explained was limited at 40' and that two-story homes were a possibility if someone wanted one. They were not really concerned as the project sits below their property.

Tracy directed the attendees to Aspen Valley Estates if they were interested to see what product might look like with this project and showed them the location on the City map. Tracy also asked that any concerns be emailed to her so they could be shared with and addressed by the developer, Jim McCurter.

Scott Peterson wrapped up by explaining the process and that cards would be sent out notifying when the project was scheduled for public hearings.

The meeting adjourned at approximately 5:45 PM.

Location Map



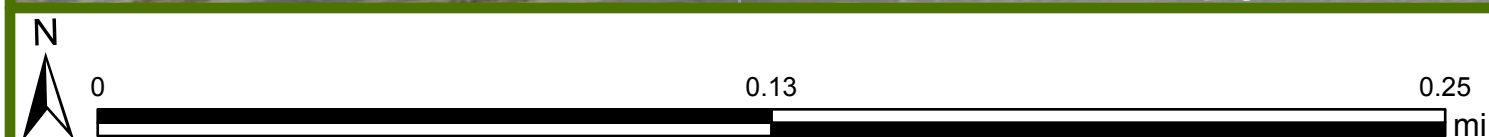
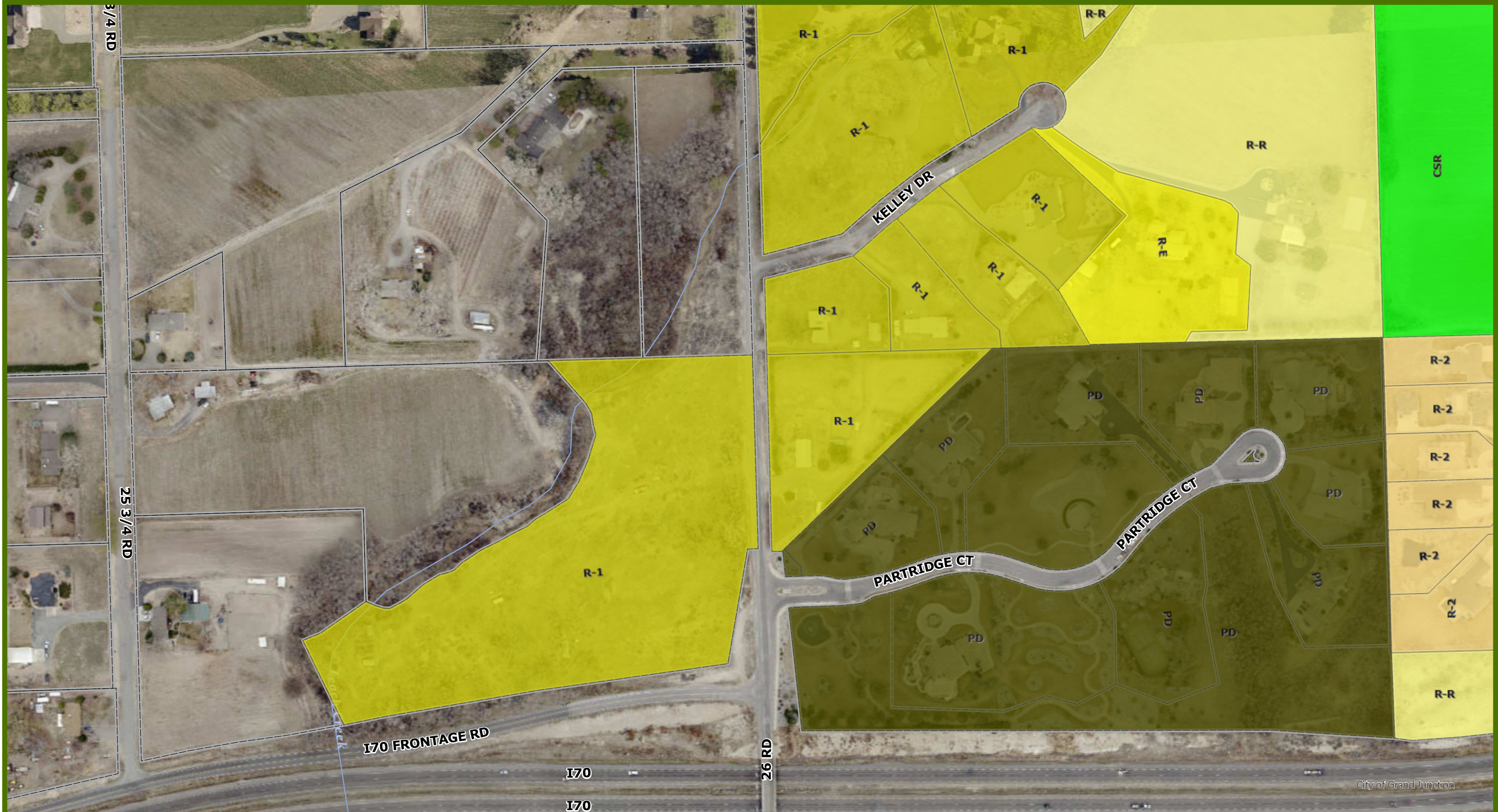
City of Grand Junction



Printed: 8/17/2021
1 inch equals 188 feet
Scale: 1:2,257



City of Grand Junction Zoning Map



Printed: 8/17/2021
1 inch equals 188 feet
Scale: 1:2,257

2020 Comprehensive Plan Map



Printed: 8/17/2021
1 inch equals 188 feet
Scale: 1:2,257



UNCC
Utility Notification
800.922.1987
www.uncc.org
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES.

811
Know what's below.
Call before you dig.

Project Benchmark
MCSM xxxx
x" Brass Cap
Intersection of x Road and x Road
Sec. xx, Txx, Rxx, U.M.
Northing: xxxxxxxx
Easting: xxxxxxxx
Elevation: xxxxx
Datum Source: MGLCS Zone "GVA" (NAVD 88)

SCALE
50 0 25 50 100
(IN FEET)
CONTOUR INTERVAL = 1 FOOT
ORIGINAL SHEET SIZE: 22 x 34

NO.	DATE	REVISIONS DESCRIPTION	BY

PRELIMINARY

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
www.rcwest.com
Phone: 970.241.4722
Fax: 970.241.8841

PROJECT #:
DRAWN BY:
CHECKED BY:

DATE ISSUED: 11.AUG.2021
AS SHOWN
VERT: N/A

McCURTER LAND COMPANY, LLC

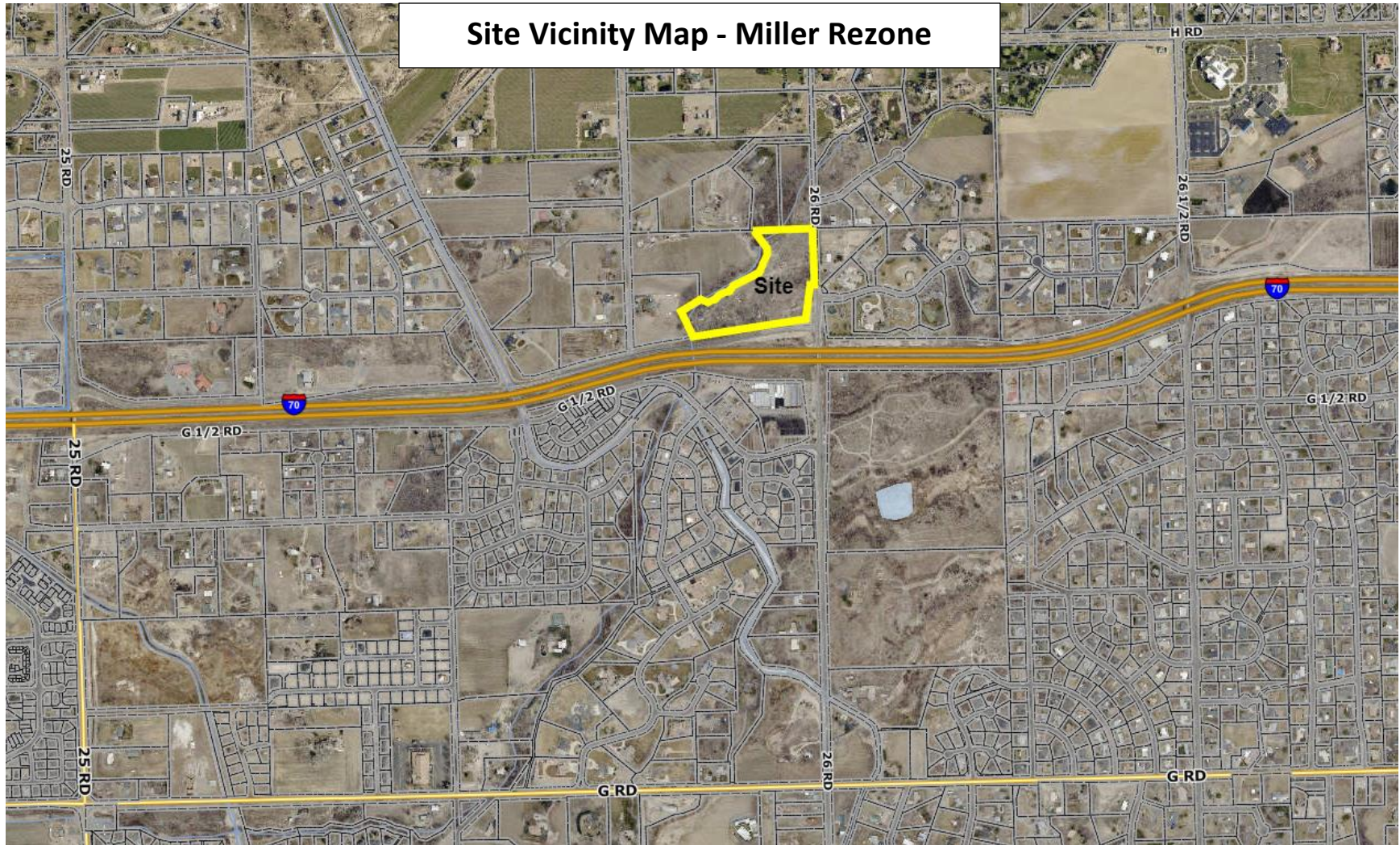
I-70/26 Road
Concept 1

C1

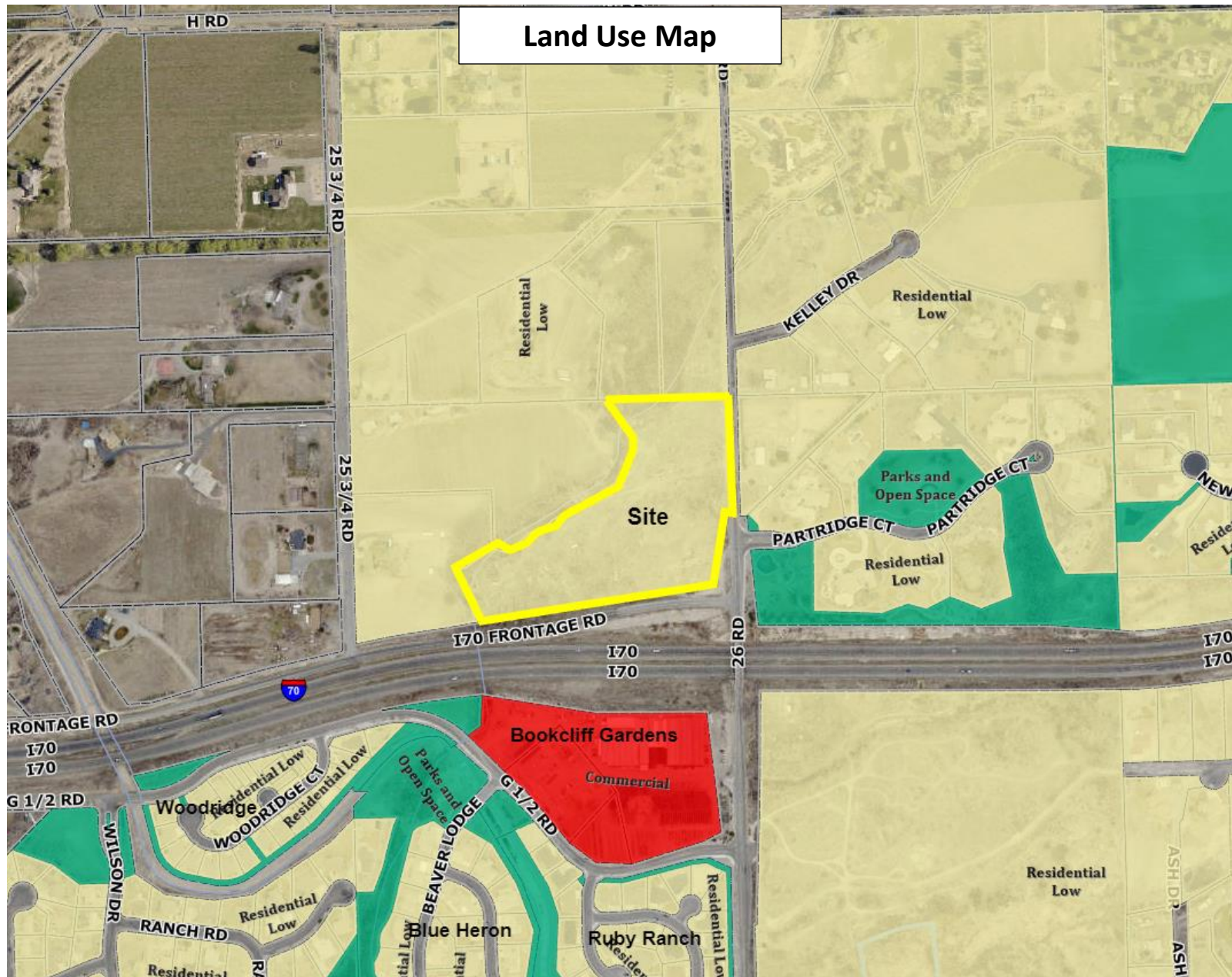
S:\PROJECTS\1071 Freeway Properties (McCurter)\016 26 RD AND 170 FRONTAGE RD\Design\DWG\02--Linework\1071-016 Parcel-LW.dwg [Concept 1] 8/11/2021 8:18:52 AM

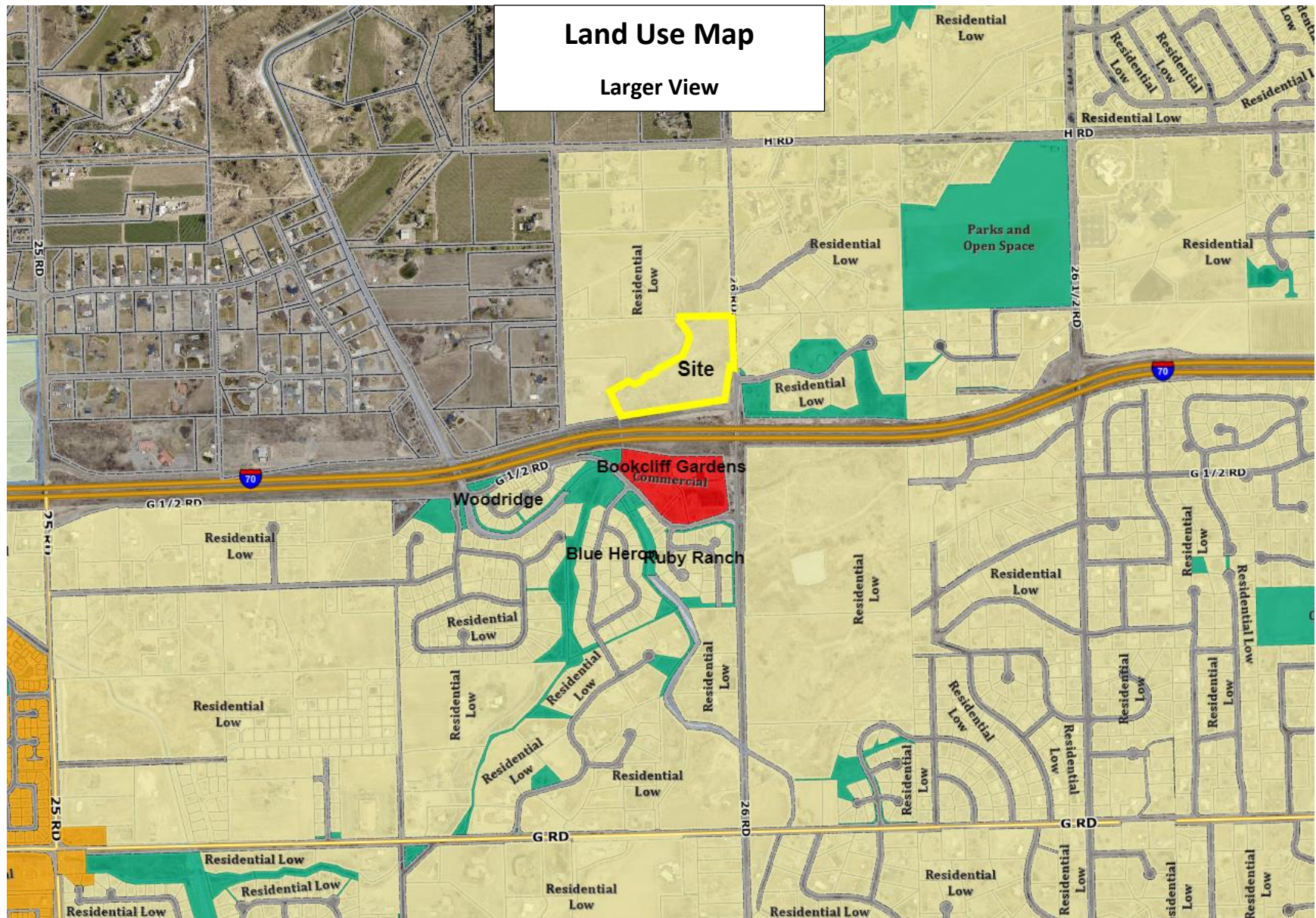
Packet Page 41

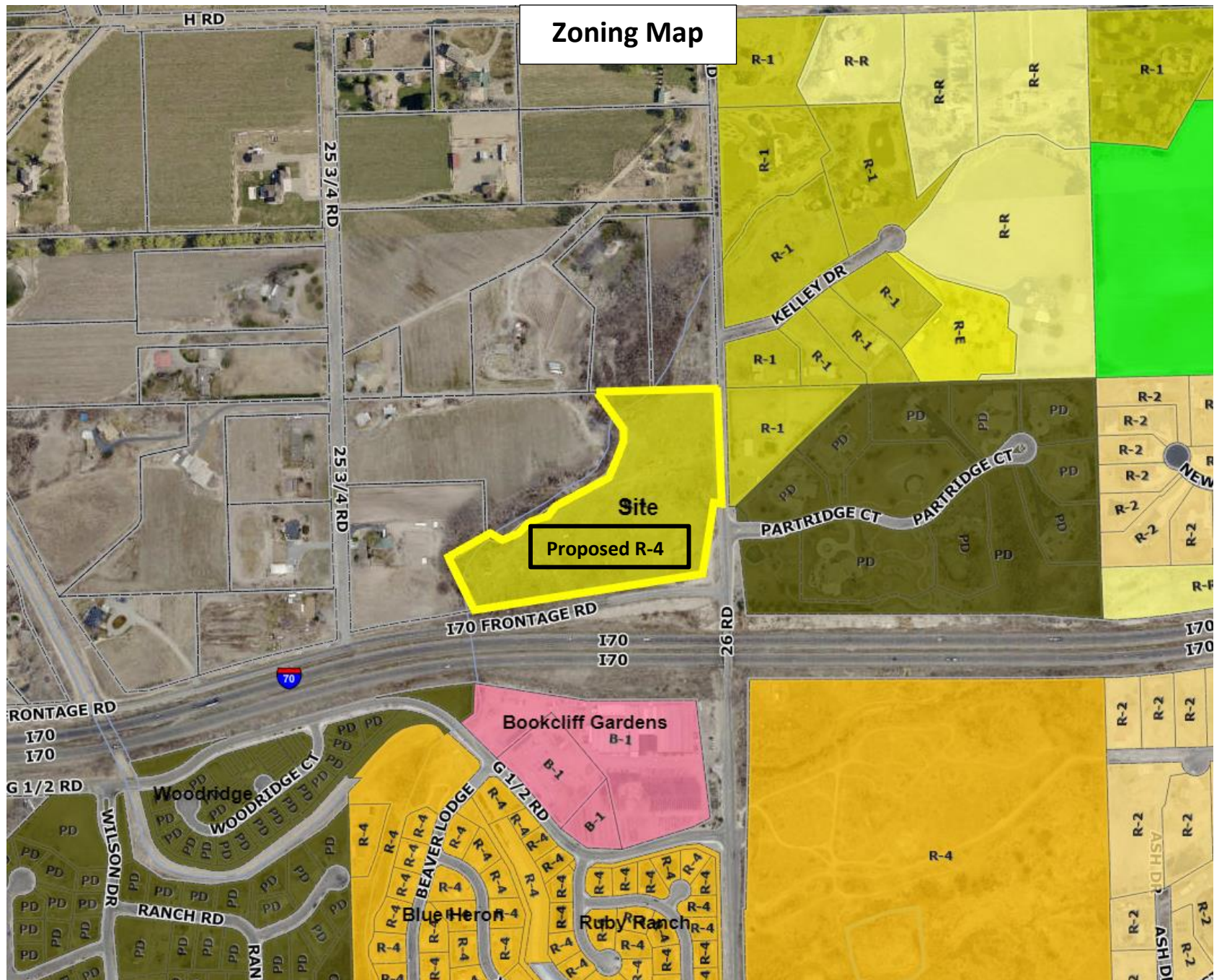
Site Vicinity Map - Miller Rezone











Zoning Map

Site

Proposed R-4



Google Maps Street view of property from 26 Road and I-70 Frontage Road intersection, looking northwest

David Thornton

From: Larry Tice <larry.d.tice@gmail.com>
Sent: Saturday, September 18, 2021 3:29 PM
To: David Thornton
Subject: Development parcel R018679

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

Dear David Thornton,
after calling number listed onsite for parcel corner of 26 and frontage road, I spoke to Pat at City who gave me your email address stating you were reviewing the application for zoning change. I reside at 775 26 road in parcel owned since 1981 in name of my wife Sharon Tice and I am principal in adjoining properties under names DAELT, LLLP and Fox Run Enterprises, LLC. I have spoken to River City Consultants, who informed me the plan was to change from R-1 to allow up to 24 sites on the 8.8 acre parcel in question. I would object to putting more than 8 houses on the property for a variety of reasons. First because of the rural and farming use of adjoining land, only 3 houses occupy the approximately 20 adjoining acres. Other nearby homes in the county exist on approximately 5 acres. Second issue is Leach Creek which would be overstressed with the population from 24 homes. Currently the presence of wildlife including the recent cougar kill pose additional concern. Traffic on 26 road I think would be unnecessarily burdened with particular problems turning left onto frontage road going north and even entering 26 Road from the frontage road being a problem. Finally given the rural and estate composition of other established developments like Partridge Farms, Kelly Drive, and more recent ones like Freedom Height and Quail Meadows being zoned only R-1 my best hope is this small, irregular site with close access to LeachCreek not be allowed density change from R1. I suspect other residents close by in the county will agree. I am sure Louise Miller would like to sell and I support her endeavor but I strongly object to the zoning changes as it appears
I am happy to discuss further , my cell 970-261-0496
Cordially,

--

Larry D. Tice, MD



14 October 2021

Grand Junction Community Development
250 North 5th Street
Grand Junction, CO 81501

RE: Rezone **RZN-2021-609**

26 Road/I-70

Mr. Dave Thornton:

I am not opposed to the proposed rezone, but I do suggest [early on] that the Preliminary Plat Map in the 'Neighborhood Meeting Summary' proposes too high a density within that rezone relative to the existing neighborhood.

While the Preliminary Plat Map proposed is clearly within the 2020 Comp Plan, I suggest [by the examples below] that it does not adequately integrate the more subjective aspects of the Plan ...that is, it **does not adequately blend in to the surrounding area as quality growth, respecting existing developed uses ...as the area is materially and substantially developed.**

I suggest the subject's neighborhood is: **North and East of 25.75 Road and I-70 within the Urban Growth Boundary** [with I-70 being the great separator in the area of 24.5 to 26.5 Roads, below I-70 is not a part of the subject's neighborhood because walking I-70 narrow bridge is realistically prohibitive, high speed traffic distraction, etc].

Using the City's GIS Map of property information, areas of this neighborhood are:

Partridge Farms Subdivision immediately East:

9 Dwelling Units on 19.8 acres [6.8 open] w/o streets; avg 2.2 ac/DU : 1.45ac lot size

Freedom Estates Subdivision ¼ mile NE:

22 Dwelling Units on 22.5 acres [6.5 ac open space] w/o streets; avg 1.02ac/DU : 0.73 ac lot size

Individual Developed Homes E+N – Kelley Drive/26 Road/H Road 26-26¼:

19 Dwelling Units on 54.1 acres w/o streets; avg 2.85ac/DU [of the 19 lots only 4 have a reasonable possibility of further dividing, to allow for an estimated 6 more DUs]

Individual Developed Homes N+W – I-70 to H Rd and 25¾ to 26 Roads:

13 parcels and 11 Dwelling Units on 50.4 acres; avg 4.6ac/DU; avg 3.9ac/parcel.
[Approximately 15-20 acres could be easily and aesthetically amenable to low density city development. A few of the other lots with existing residences could be aesthetically and economically amenable to splits into ¾ to 1 acre parcels, but even so this whole area would average something well over 1 acre average lots sizes]

<u>Summary:</u>	DUs _____	Acres <u>in lots</u>	Acres <u>OpnSpc</u>	Acres <u>Streets</u>	Acres <u>Total</u>	Acres/ <u>DU</u>
Freedom Sub:	22	16.0	6.5	3.0	25.5	1.16 ac
Partridge:	9	19.8	6.8	1.6	28.2	3.13 ac
Kelly/HRd East:	19	54.1	na	4.9	59.0	3.10 ac
North+West:	13	50.4	na	2.1	52.5	4.03 ac
SUBJECT:	20	5.3	2.2	1.3	8.8	0.44 ac

For additional perspective, to get the same density for the whole neighborhood to match the Preliminary Plat Map of the SUBJECT, **the city would have to add 312 MORE DUs/homes to the neighborhood** [165.2 total acres divided by 0.44 SUBJECT density = 375 DUs less 63 existing DUs = 312 more DUs]. That is clearly NOT how this area has developed over the past 40-50 years and inserting this density would present an incongruent neighborhood.

As this neighborhood is substantially built out, I suggest that the SUBJECT needs to be closer to the density of recently developed Freedom Subdivision, something **more like 12-14 lots**. Inserting the proposed density is not quality growth in orderly transition, respectful of this materially developed neighborhood.

Reducing the ultimate developed density, recommended here, is STILL WITHIN the 2020 Comp Plan and the proposed rezone, and better maintains the spirit of the neighborhood.

Thank you for your consideration.

Dave Zollner
2562 H Road Grand Junction CO 81505

Planning Commission Meeting 10/26/2021
Re: Miller Rezone

I have resided at 775 26 Road since 1981 and own other properties adjoining the Miller property registered under my wife Sharon's name and Fox Run Enterprises, LLC and DAELT, LLLP on assessors map. After seeing the zoning change signs, I contacted city and was referred to David Thornton of planning staff to whom I emailed my concerns, since I could not attend virtual neighborhood meeting. David replied that he forwarded my email to your committee. I reviewed his video presentation and his report for this meeting. But I disagree with many points provided by Staff.

Of the 5 criterion for rezoning, much is not met.

Criterion #1 "Subsequent events have invalidated...." I witnessed the significant fluctuation in GJ real estate with decline of Exxon pullout 1982, the various recessions and recent influx of people since Covid, and nearby residential development but I disagree this invalidates prior zoning. I wanted a rural home and witnessed development of Kelly Drive on large parcels, then development of Partridge Farms about 10 houses on 20 acres, and more recently Freedom Heights, and Quail Meadows with much less density. Although staff mentioned of developments south of I-70 are higher density, I think tradition and common knowledge is I-70 bounds residential from lower density county and farm acreage. Woodridge, Ruby Ranch, and Blue Herron parcels were built juxtaposed more established residential city areas not as this parcel which adjoins 5+ acre parcels. I disagree this complies with criterion #1.

Criterion #2 "The Character and condition of the area has changed...." As mentioned above, I do not agree especially since Woodridge, Ruby Ranch, and Blue Herron share more with their surrounding neighborhoods than this development would with surrounding county larger scale properties. Maybe from a city planner's view this is logical but the I-70 boundary is a large separation. I disagree this proposal complies with Criterion #2

Criterion #3 "Public facilities are adequate...." Yes there is adequate sewer, water, gas present but I am concerned about the impact on transportation infrastructure. Current traffic on 26 Road is significant. Even with reduced speed limits (frequently ignored) it is risky crossing the street to get mail especially during rush hours. With other proposed developments like Parkerson between 26 and 26 ½ road, this impact will require substantial change in city infrastructure. I disagree that Criterion #3 has been met.

Criterion #4 "An inadequate supply of suitably designated land is available...." Opinion of planning staff could be influenced by the demand of potential new real estate buyers, but two parcels south of I-70 and east of 26 road are currently zoned R-4 (parcel 738 26 Road #R019316 and 726 26 Road #R019310). These provide "adequate" supply of "suitably designated land." City planners may want to accommodate our vigorously growing populace with a "low hanging

fruit" parcel, smaller and perhaps less costly to develop. I disagree that Criterion #4 has been met.

Criterion #5 "The community or area, as defined by the presiding body, will derive benefits from the proposed amendment" The Appleton community which is centered 2 miles west can benefit from lower density providing housing choices (? Lower Cost) with obvious access to recreation areas, medical and educational sites. But this intrudes on existing established residences and farms. This seems a value judgment by the staff which neglects current resident's feelings. I disagree that Criterion #5 has been met.

I believe the Planning department has a large task to meet needs of growing city while respecting current residents comfort with established pattern. This process should be lengthy, deliberate and considerate for a good result. In addition to my prior objections having, lived in this place for 40 years, I have other concerns. Leach Creek traverses this area as a riparian zone is an established transit zone for wildlife from deer to mountain lions and even bear when high country lacks food sources. Adventuring kids and occasional hunter have walked this site; it is a drainage and flood plain for extreme weather storms. My former neighbor Dr Jim Parker recalled floods over the banks and I have seen 26 road culvert overwhelmed. Also with the abundant vegetation and trees a fire hazard is a threat to nearby homes, and city and county fire and safety departments needing consideration.

I hope this planning commission takes my objections and concerns with due consideration before granting a zone change from R-1 to R-4.

Respectfully submitted,
Larry D Tice
775 26 Road
Grand Junction, CO 81506
Larry.d.tice@gmail.com
970-261-0496

David Thornton

From: Keith Killian <keith@killianlaw.com>
Sent: Thursday, October 21, 2021 8:10 PM
To: David Thornton
Cc: Larry Tice; Michelle Killian
Subject: Development parcel R018679

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

David,

I reside at 2609 Partridge Court, in the Partridge Farm Subdivision. The above proposed development would be located very near Partridge Farm. If approved it would adversely impact not only the area where I reside, but be contrary to the development plans for the area.

I understand that the R1 designation requires no more than one house per acre. Many of us chose to live where we do because it was not an intercity area. We love the fact that we see foxes, deer, racoons and even get an occasional visit from a cougar or bear in the area. Changing the zoning from what I understand to be four houses per acre is inconsistent with the location. It will deprive those of us who currently live in the area of the benefits of low traffic, pastoral views and serenity. We chose to have those benefits by making a substantial investment in a residence located in the area.

I request that the zoning remain as R1. The parcel if developed should conform to the present zoning. One house per acre is appropriate. Four houses per acre is not. My wife and I join with the objection lodged by Dr. Larry Tice. We request that you change your position and vote against the zoning change. Thank you for service to the community. Please be kind enough to respond to this email.

Cordially,

J. Keith Killian, Esq.
Killian, Davis, Richter & Kraniak, PC
202 N. 7th Street • PO BOX 4859
Grand Junction, CO 81502
Tele: (970) 241-0707
Fax: (970) 242-8375
Email: keith@killianlaw.com



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Kalli Savvas

From: Elizabeth Tice <ticeaccounting@gmail.com>
Sent: Tuesday, October 26, 2021 2:35 PM
To: Kalli Savvas
Subject: Public Comments for Miller Rezone Comments

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Good Afternoon,

Thank you, Kalli, for answering my phone call this afternoon and providing this information to the Planning Commission.

I have several concerns regarding the proposed rezone.

The first is that although consistent with the overall Comprehensive Plan, the Planning Department should be making decisions based upon site specifications. Not all sites within a proposed area are compatible with the overall recommendation. It is my opinion that the Planning Department should still be evaluating the specific site, and in this instance I do not believe that this work has been done. If it had been done, I believe that an alternative recommendation would have been reached.

To begin, the impact to Leach Creek, which is crucial to valley wide draining and is also an important wildlife corridor, was not properly vetted by the Planning Department.

Further, there are transportation impacts that were not thoroughly vetted. There is a blind spot on the southeast portion of the property (on 26 Road) and vehicles entering 26 Road from the existing Partridge Farms subdivision and the I-70 frontage road cannot see traffic coming south on 26 road. This subdivision would increase the amount of traffic in an already problematic spot.

Additionally regarding transportation, until the City invests in better north south transportation, adding additional residential units north of G road is going to compound the traffic problems at G and H road and 26 and 26 1/2 Road. This is a hindrance and is also a public safety concern.

Finally, this development is not similar to the existing developments in the area. R4 is too highly dense in comparison to the existing neighborhoods and housing. It is also too highly dense to be next to agricultural usage.

I also believe that insufficient notice was sent to property owners. I understand that the City's requirement is 500 feet, which may be sufficient for urban areas. If the city is annexing rural property, the notification requirement should be extended. This is a rural area and the 500 feet requirement is insufficient to cover the impacted property owners.

Thank you kindly for your consideration of these issues,

Elizabeth Tice
Owner 776 25 3/4 Road

30 October 2021

Grand Junction Community Development
250 North 5th Street
Grand Junction, CO 81501

RE: Rezone **RZN-2021-609**

Miller Rezone

To the GJ City Council:

After hearing of the 'handcuffs' of R-4 Zoning at the 10 October 2021 Planning Commission meeting

I withdraw my 'not-opposed' to this rezone

that I stated in my 15 October letter ...for it renders everything else in that letter meaningless. In short, **approval of R-4 renders consideration of the immediate area impossible** when the development is later presented, so...

Please decline this rezone request.

Dear Council: Please be aware that R-4 has a required MINIMUM density that **does not allow for the consideration of the existing land use around it** [see attached zoning chart]: R-4 does not allow for the consideration of facts in that 15 October letter or what follows in this letter.

Please STOP and seriously consider how the density proposed would 'shoehorn' inappropriate development into this long-established area.

As noted in the facts that follow [gleaned of the City's GIS Development Map], the area immediately around the subject within the Urban Development Boundary

is already 92% developed.

It is not wide open spaces to begin inserting large numbers of dwelling units.

37 of the 40 parcels [including the subject] already have homes, and most of those from the 1960s and 1970s. This is an already established area and **the proposed R-4 rezone would awkwardly retro-fit a totally different land use.**

1/4

<u>Address</u>	<u>Acres</u>	<u>Year Built</u>	<u>Age</u>	<u>[Avg for that street]</u>
770 26 Road	2.3	1948	73 years	[3.0ac 1968 53yrs]
775	3.2	1979	42	
776	1.0	1955	66	
777	4.6	1946	75	
781	5.0	1970	51	
782	2.8	2016	5	
795	2.3	1964	57	
766 25¾ Road	4.7	1972	49	[3.4 1971 50]
774	7.5	1972	49	
776	0.9	1970	51	
782	4.8	1972	49	
794	1.2	1970	51	
798	1.2	1970	51	
2585 H Road	2.0	1974	47	[3.3 1973 48]
2599	4.5	1974	47	
2615	2.3	1967	54	
2616	2.9	1976	45	
2618	2.8	1989	32	
2619	3.1	1974	47	
2621	4.1	1966	55	
2622	4.9	1967	54	
2605 Kelley Drive	1.0	1965	56	[3.0 1981 40]
2606	3.2	1979	42	
2607	1.3	1976	45	
2609	1.5	2014	7	
2610	3.2	1983	38	
2611	2.5	1975	46	
2613	8.6	1977	44	
2600 Partridge Court	1.2	2003	18	[1.4 2003 18]
2603	2.7	2001	20	
2606	1.2	2004	17	
2609	1.6	1998	23	
2610	1.5	2000	21	
2612	1.2	2005	16	
2613	1.3	2005	16	
2614	1.3	2004	17	
2615	<u>1.0</u>	<u>2006</u>	<u>15</u>	
Overall Avg	2.8ac	1981	40 yrs	

3/4

Is there an alternative for the subject property? With the decline of the R-4 proposal, the R-2 zone does not have the forced minimum [see Zoning chart] yet still allows for more urban-like development and the reasonable spirit of the 2020 Comp Plan, as well as reasonable transition and integration of new growth.

The 7-0 recommendation by the Planning Commission was hardly enthusiastic as it may seem: one member highlighted their consternation with 'it seems like this is to "**shoehorn**" this development into this area.' Another: 'we need "logical progression" [transition]. Why then their approval? Evidently because they felt they had to cater to the 2020 Comp Plan over the down to earth facts of the area.

The 2020 Comp Plan is a general vision, but in that it cannot address the individual real-life issues that come at the daily level. It does not always allow for consideration of real-life issues that require the ultimate living judgment of the City Council, as I suggest is required here.

Forced minimums may work where there is substantial undeveloped areas or in redevelopment, but where an area is largely established and vital, minimums possess unintended consequences, lack of flexibility, and 'handcuffs' on staff, council, and citizens.

In summary,
**approval of R-4 renders consideration of the immediate area
impossible** when the development is later presented, so...

Please decline this rezone request.

Thank you for your consideration.

Dave Zollner
2562 H Road Grand Junction CO 81505

4/4

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-1 (RESIDENTIAL - 1 DU/AC) TO R-4
(RESIDENTIAL – 4 DU/AC) ZONE DISTRICT**

**AN UNADDRESSED PARCEL OF LAND LOCATED AT THE NW CORNER OF 26
ROAD AND I-70 FRONTAGE ROAD
Tax Parcel No. 2701-341-00-016**

Recitals:

The property owner, Louise A. Miller, proposes a rezone from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) on a total of 8.84-acres, located at the NW corner of 26 Road and I-70 Frontage Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) of the 2020 One Grand Junction Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that rezoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, the City Council also finds that the R-4 (Residential – 4 du/ac) zone district, is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-4 (Residential – 4 du/ac) on the zoning map:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70. Except easements and rights-of-way previously conveyed and of record.

Introduced on first reading this 3rd day of November 2021 and ordered published in pamphlet form.

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

ATTEST:

Wanda Winkelmann
City Clerk

C.B. McDaniel
President of the City Council



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: November 3, 2021
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Introduction of an Ordinance Accepting Fernwood Court in the Knolls Subdivision as a Public Street and Setting a Public Hearing for November 17, 2021

RECOMMENDATION:

City staff recommends the acceptance of Fernwood Ct as a public street and to be added to the City's street network.

EXECUTIVE SUMMARY:

Fernwood Ct in the Knolls Subdivision was originally platted as a private road due to road geometry not meeting City street design standards in place at the time it was developed in 2004. Since then, the City has adopted the Transportation Engineering Design Standards (TEDS) which includes a section for alternative street designs. The Ravenna Hills HOA overseeing Fernwood Ct has submitted a request for the City to take over maintenance of the street and has provided an approved TEDS exception study. The HOA will cover repairs to concrete and overlay the street in 2022, upon which the City is proposed to take over the street for future maintenance.

BACKGROUND OR DETAILED INFORMATION:

Fernwood Ct in the Knolls Subdivision was original platted as a private road due to road geometry not meeting City street design standards in place at the time it was developed in 2004. It was part of both The Knolls Filing 2 and The Knolls Filing 3 subdivisions.

The road is located off of Piazza Way which connects to 27 1/2 Road south of G Road. The street consists of 33-feet of right-of-way, 22-feet of asphalt pavement, 6'-5" mountable curb, gutter and sidewalk on the southwest side and a 2'-0" vertical curb and gutter on the northeast side. Fernwood Court terminates in a cul-de-sac with a 40'

pavement radius per TEDS. As part of the TEDS exception the Ravenna Hills HOA is proposing to restrict parking along the north-east side of the street with four “no parking” signs. Two bump outs were built into the original street to allow for additional parking that does not impede the flow of traffic

Since 2004, the City adopted the Transportation Engineering Design Standards (TEDS) which included a section for alternative street designs. The Ravenna Hills Ct HOA has submitted a request for the City take over maintenance of the street and has provided the City staff approved TEDS exception study. The HOA will cover repairs to concrete and overlay the street in 2022 upon which the City is proposed to take over the street for future maintenance.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Fernwood Court HOA's request for inclusion of Fernwood Court into the City street network, the following findings of fact:

- 1) Fernwood Ct meets the alternative design requirements provided in the TEDS manual.
- 2) The HOA agrees to conduct necessary repairs to concrete and overlay the street to bring it up to "like new" condition.
- 3) The HOA executes a Quit Claim Deed to convey the HOA's interest in the street to the City.
- 4) The City would then take the street into the public road inventory to be perpetually maintained by the City of Grand Junction.

FISCAL IMPACT:

While there is no direct, immediate fiscal impact on the acceptance of Fernwood Ct as a public street, the City would be responsible for future concrete repairs, street maintenance, street lighting, as well as street cleaning. Chip seal is proposed in 2028 at an estimated expense of \$3,900. The two street lights will cost \$420/year. Street cleaning is completed once every 6 months at a cost of \$66 per year.

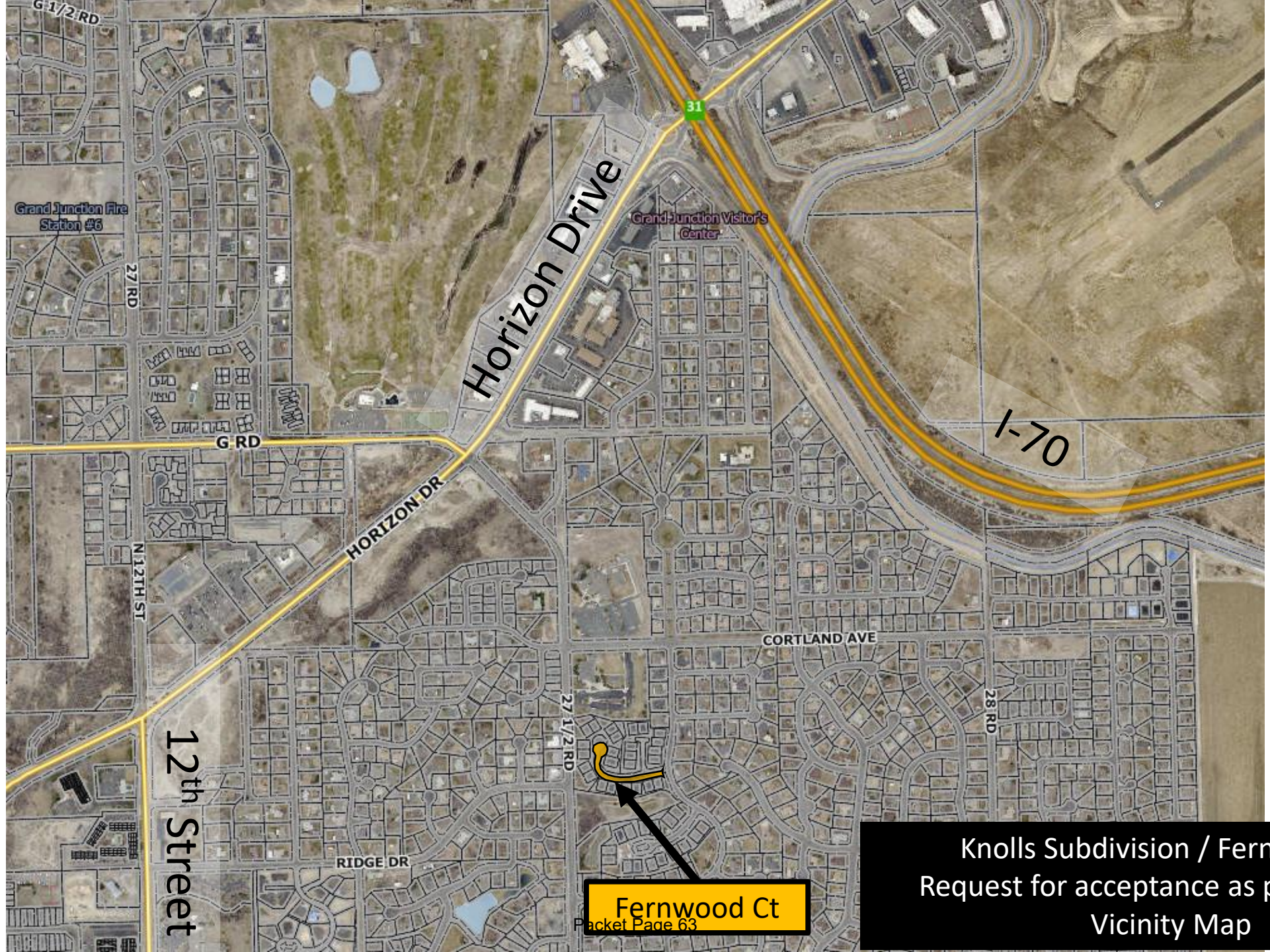
SUGGESTED MOTION:

I move to introduce an ordinance including Fernwood Court in the Knolls Subdivision as a public street and setting a public hearing for November 17, 2021.

Attachments

1. Maps
2. Fernwood Ct TEDS Exception Request

3. ORD-Fernwood Ct 102721

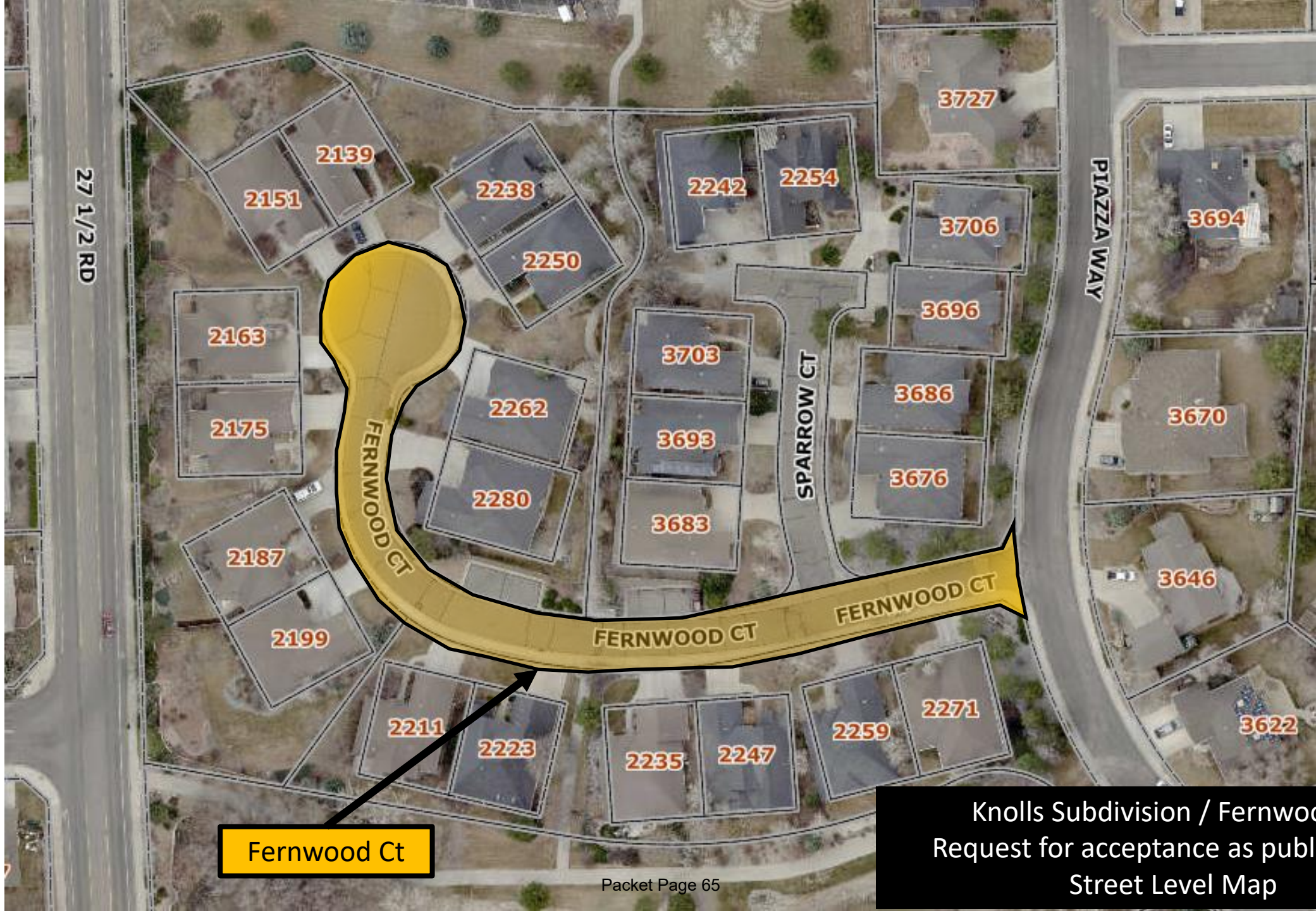


Fernwood Ct
Packet Page 63

Knolls Subdivision / Fernwood Ct
Request for acceptance as public street
Vicinity Map



Knolls Subdivision / Fernwood Ct
Request for acceptance as public street
Area Map



Fernwood Ct

Knolls Subdivision / Fernwood Ct
Request for acceptance as public street
Street Level Map



Austin Civil Group, Inc.

Land Planning ■ Civil Engineering ■ Development Services

APPLICATION

Transportation Engineering Design Standards (TEDS)

Exception Request

City File No.: TEDS-_____

Project: Fernwood Court

Site Address: N/A

Applicant: Ravenna Hills HOA

Representative: Austin Civil Group

Date: August 25, 2021

Project Name: Fernwood Court

City File No.: _____

1. Referenced section in TEDS and a brief description of the request(s)

Urban Residential Street – Standard Street Detail “Page ST-05”

“Urban Residential Street Detail identified on Page ST-05 identifies 44-feet of full width right-of-way that includes 14-foot multipurpose easements on either side, 6’-6” concrete drive over curb, gutter and sidewalk with 28-feet of asphalt paving. This asphalt width generally allows on-street parking.”

This TEDS Exception Request is requesting an alternative street section along Fernwood Court. This street is currently a private street and the applicant would like to convert this street to a public street. The location of the street is depicted in the photo below.



Location Map

2. Site Description

- A. Description: Fernwood Court is located off of Piazza Way which connects to 27 ½ Road south of G Road. The street consists of 33-feet of right-of-way, 22-feet of asphalt pavement, 6'-5" mountable curb, gutter and sidewalk on the southwest side and a 2'-0" vertical curb and gutter on the northeast side, as depicted by the photo below.



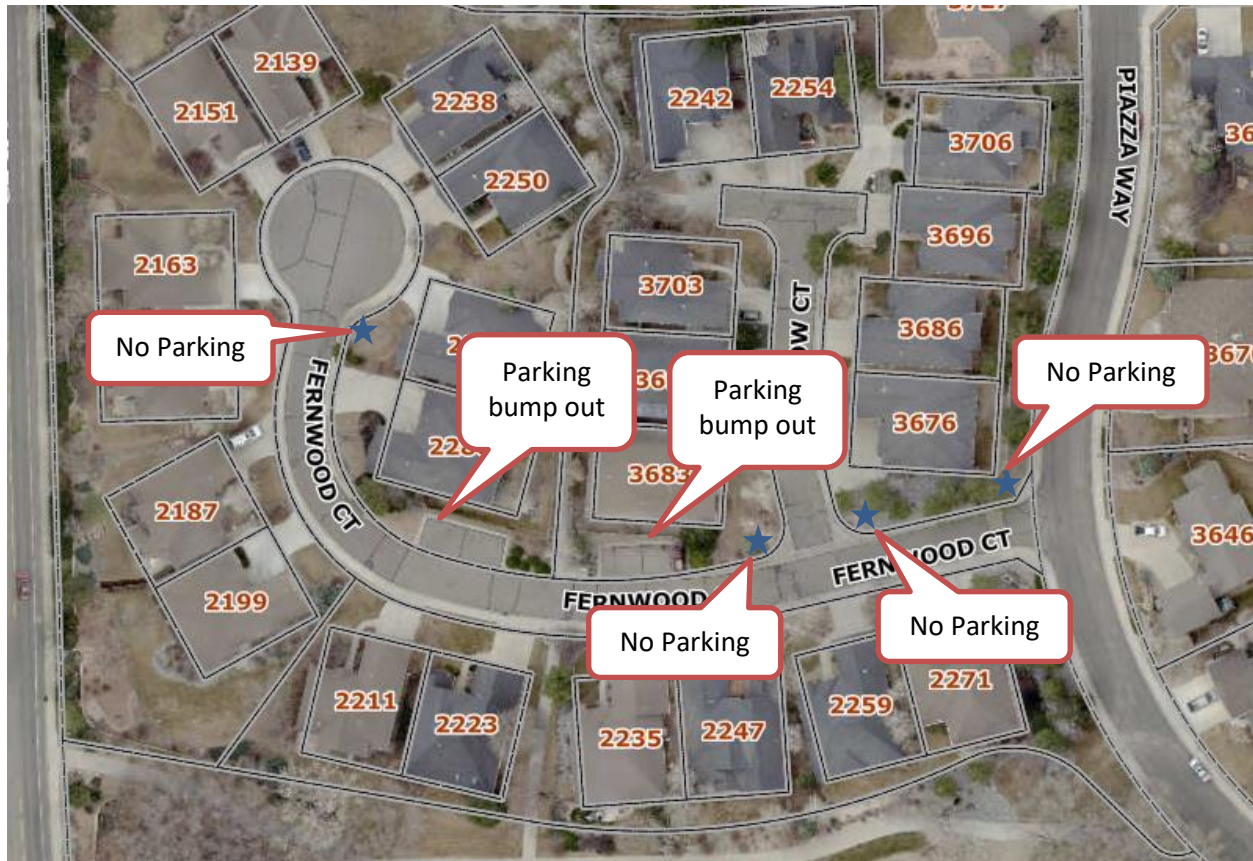
Fernwood Court

Fernwood Court terminates in a cul-de-sac with a 40' pavement radius per TEDS, and mountable curb and gutter as shown in the photo below.



Looking East Down G ¼ Road from 24 ½ Road

In lieu of the standard urban residential street section identified on Page ST-05 of TEDS, Ravenna Hills HOA is proposing that the City accept the existing street section. As part of the TEDS exception the Ravenna Hills HOA is proposing to restrict parking along the north-east side of the street with four “no parking” signs at the locations shown in the photo below. Two bump outs were built into the original street to allow for additional parking that does not impede the flow of traffic as shown below.



Fernwood Court Site Plan

B. Exception Considerations

1. How will exception affect safety?

- The exception will not affect safety for Fernwood Court or the users of it. 24-feet of flowline to flowline pavement provides adequate two-way travel width and meets fire apparatus access.
- Safe and adequate pedestrian travel is provided along the south-west side of Fernwood Court. Of the sixteen houses that take access off of Fernwood Court a sidewalk is in front of 15 of them. There is no record of pedestrian incidents along Fernwood Court since the neighborhood was built-out around 2000.

2. Have other alternatives been considered that would meet the standard?

The standard urban residential street section has been considered but due to the following is not being proposed.

- A full 44-foot ROW with 28-foot paving width and new curb, gutter and sidewalk will significantly affect the properties on the north-east side of Fernwood Court. If the roadway was widened mature landscaping would need to be removed, utilities would need to be relocated, and the setback of the houses would be significantly reduced.

- Continuing with the no-parking conditions along Fernwood Court allows the 24-foot pavement width to be adequate two-way travel and the need for the full 28-feet is unwarranted.
3. Has the proposed design been used in other areas?
 - Alternative residential street sections have been used throughout urban development in the City of Grand Junction. Where in-fill development is proposed certain existing conditions constrain the standard section. When safe and functional vehicle and pedestrian travel are maintained through the TEDS Request these alternative street sections are considered an acceptable solution to urban planning and development.
 4. Will the exception require CDOT or FHWA coordination?
 - No.
 5. Is this a one-time exception or a request to change the TEDS manual?
 - This is a one-time exception request.

Attachments:

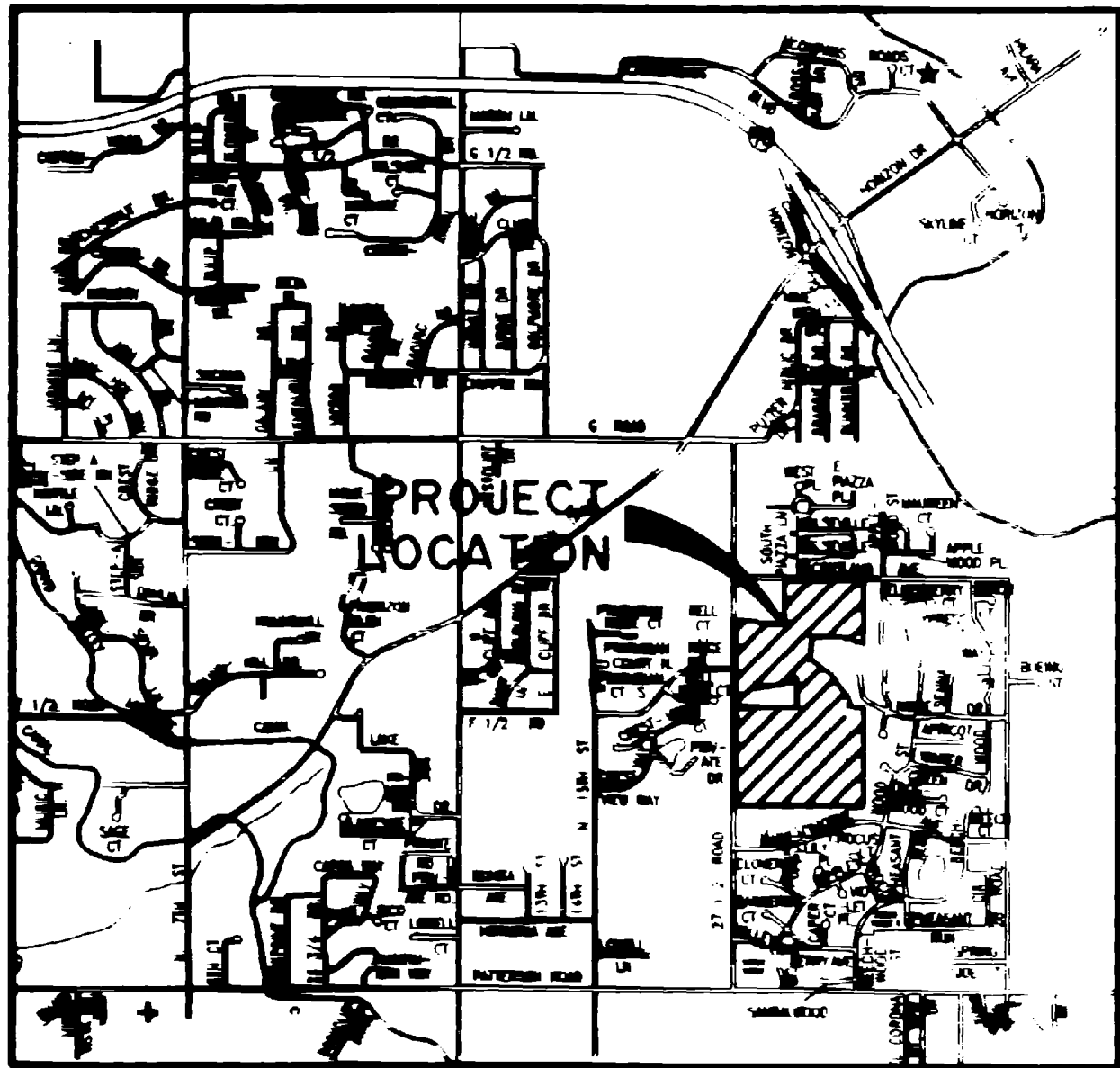
- The Knolls Subdivision Filing Three Construction Drawing of Record
- Final Plat of the Knolls Subdivision, Filing 2
- Final Plat of the Knolls Subdivision, Filing 3

O.P. DEVELOPMENT COMPANY, L.L.C.
GRAND JUNCTION, COLORADO

PLANS FOR
CONSTRUCTION
OF

THE KNOLLS SUBDIVISION
FILING THREE

APRIL, 1998



VICINITY MAP

CONSTRUCTION
DRAWING OF RECORD

NO.	TITLE
1	COVER SHEET
2-3	FINAL PLAT
4	SITE PLAN
5	LANDSCAPE PLAN
6	GRADING AND DRAINAGE MANAGEMENT PLAN
7	UTILITY COM- SITE
8-10	WATER PLAN AND POWER PLAN AND PROFILE
11-13	ROADWAY PLAN AND PROFILE
14-17	STANDARD DETAILS

APPROVED FOR CONSTRUCTION ACCEPTED FOR CONSTRUCTION

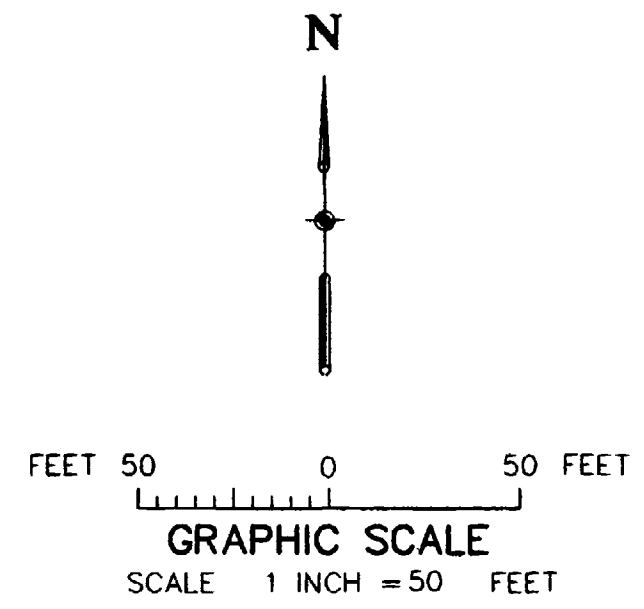
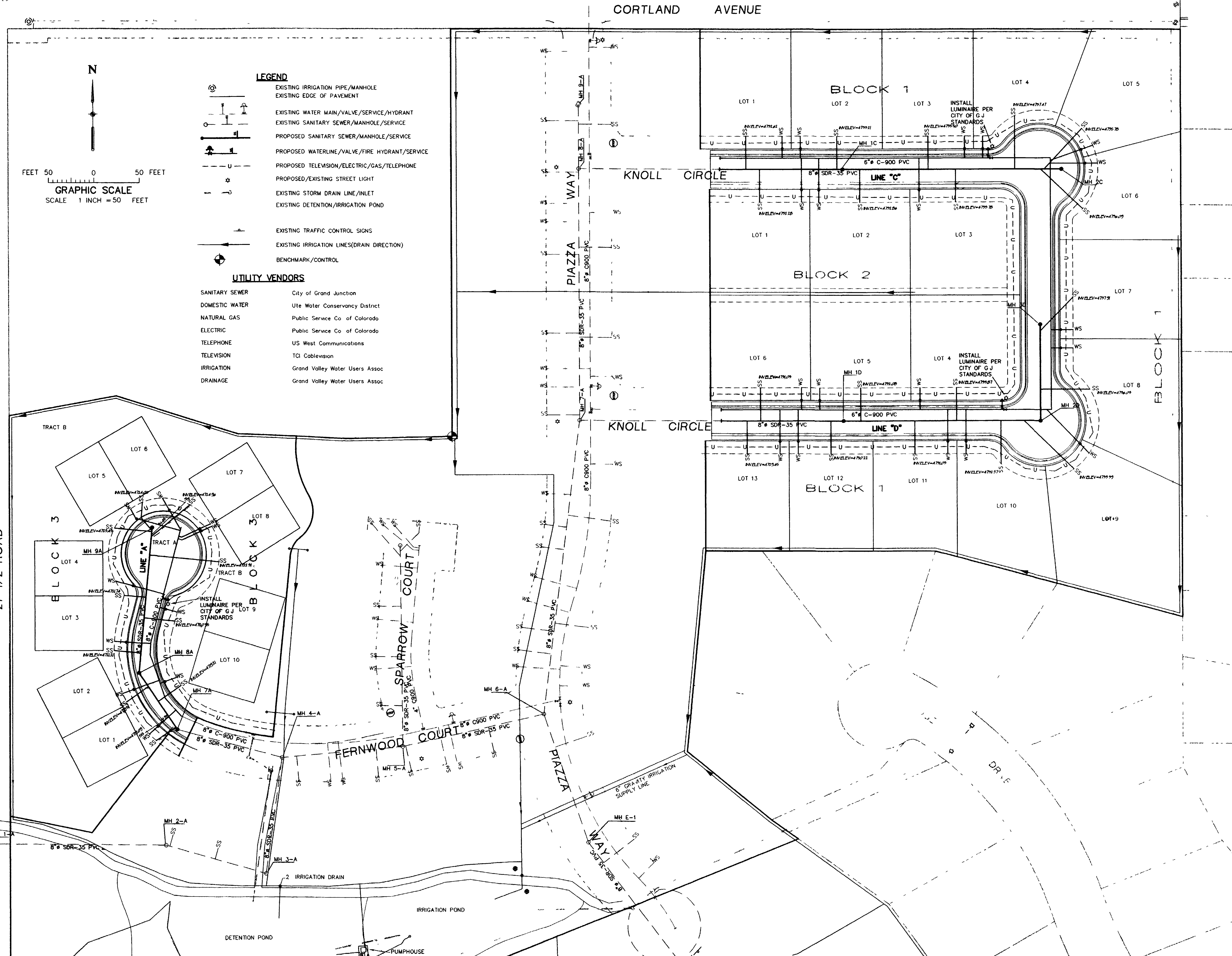
CITY OF GRAND JUNCTION

DATE

BANNER

BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

JOB NO. 8343-12



- LEGEND**
- EXISTING IRRIGATION PIPE/MANHOLE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING WATER MAIN/VALVE/SERVICE/HYDRANT
 - EXISTING SANITARY SEWER/MANHOLE/SERVICE
 - PROPOSED SANITARY SEWER/MANHOLE/SERVICE
 - PROPOSED WATERLINE/VALVE/FIRE HYDRANT/SERVICE
 - PROPOSED TELEVISION/ELECTRIC/GAS/TELEPHONE
 - PROPOSED/EXISTING STREET LIGHT
 - EXISTING STORM DRAIN LINE/INLET
 - EXISTING DETENTION/IRRIGATION POND
 - EXISTING TRAFFIC CONTROL SIGNS
 - EXISTING IRRIGATION LINES(DRAIN DIRECTION)
 - BENCHMARK/CONTROL

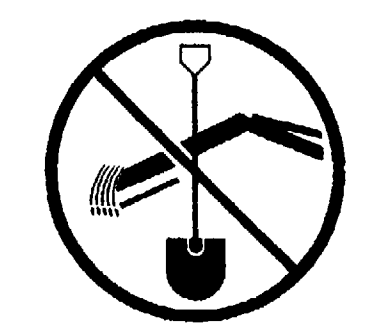
- UTILITY VENDORS**
- | | |
|----------------|--------------------------------|
| SANITARY SEWER | City of Grand Junction |
| DOMESTIC WATER | Ute Water Conservancy District |
| NATURAL GAS | Public Service Co of Colorado |
| ELECTRIC | Public Service Co of Colorado |
| TELEPHONE | US West Communications |
| TELEVISION | TCL Cablevision |
| IRRIGATION | Grand Valley Water Users Assoc |
| DRAINAGE | Grand Valley Water Users Assoc |

CITY UTILITY ENGINEER	DATE
ACCEPTED AS CONSTRUCTED	
CITY UTILITY ENGINEER	DATE
UTE WATER CONSERVANCY DISTRICT	
APPROVED FOR CONSTRUCTION	
BY	DATE
ACCEPTED AS CONSTRUCTED	
BY	DATE

**CONSTRUCTION
DRAWING OF RECORD**

ENGINEERS STATEMENT
Banner Associates Inc provides this construction Drawing of Record based on surveying information collected after installation of improvements. Banner Associates Inc. only provided periodic inspection of the improvements as shown on this plan and that to the best of our knowledge it conforms to the City of Grand Junction Standards and Specifications.

Banner Associates Inc. Date



CALL
1-800-922-1987
UTILITY NOTIFICATION
CENTER OF COLORADO

BENCHMARK/CONTROL
C.N. 1/16 COR. SEC. 1 (Cortland 27 1/2 Rd)
NORTHING 5001.082
EASTING 9879.160
ELEVATION 4733.98
SE PROPERTY CORNER (Church site)
NORTHING 4524.090
EASTING 9199.016
ELEVATION 4734.18

BY	REVIEWED	DATE	FOR
BKR			
ED BY	REVIEWED	DATE	FOR BANNER ASSOCIATES INC
DEC			
ED BY	REVIEWED	DATE	FOR BANNER ASSOCIATES INC
DEC			

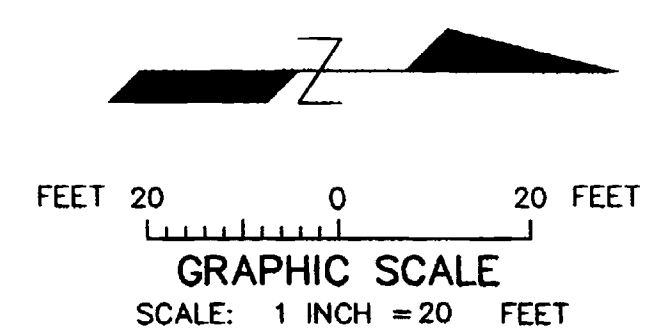
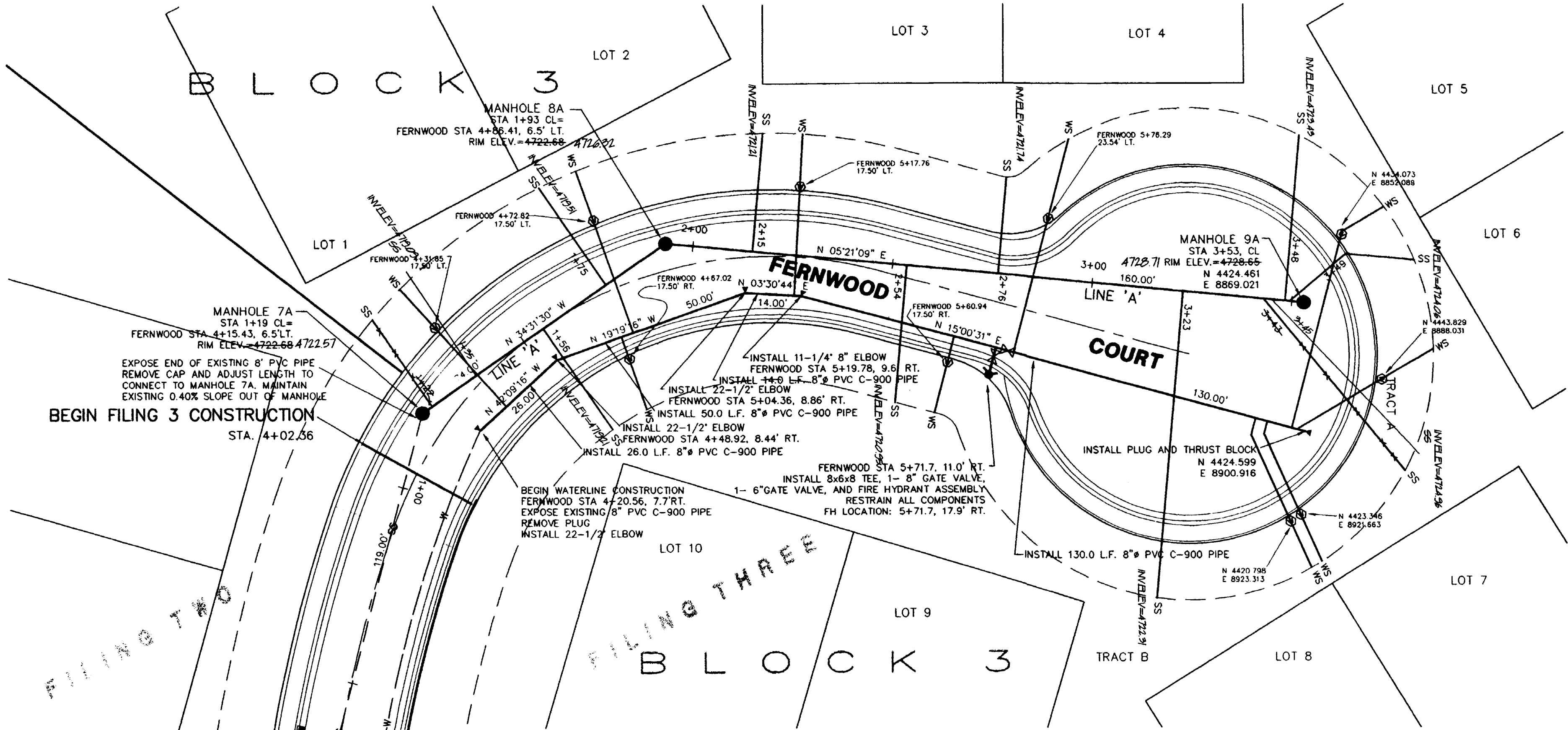
AMERICAN CONSULTING ENGINEERS COUNCIL OF COLORADO

BANNER

BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242
605 E MAIN • SUITE 6 • ASPEN, CO 81611 • (970) 925-5857

REVISION	DATE	DESCRIPTION	BY	CHD
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

OP DEVELOPMENT CO LLC	GRAND JUNCTION, COLORADO	SCALE 1" = 50'	JOB NO 8343-12	DATE 4/1/98
UTILITY COMPOSITE		SHEET NO 7 OF 17		
08032602.tif		Packet Page 72		



- LEGEND**
- W --- EXISTING WATER MAIN
 - ⊕ --- SS --- EXISTING SANITARY SEWER/MANHOLE
 - --- SS --- PROPOSED SANITARY SEWER/MANHOLE/SERVICE
 - ↑ --- WS --- PROPOSED WATERLINE/VALVE/FIRE HYDRANT/SERVICE
 - ⊕ --- WS --- WATER METER PIT/THRUST BLOCK

- SEWER NOTES:**
- Contractor shall have one signed copy of plans and a copy of the City of Grand Junction Standard Specifications at the job site at all times.
 - The Contractor shall obtain City of Grand Junction Street Cut Permit for all work within existing City right-of-way prior to construction.
 - The Contractor shall notify the City inspection 48 hours prior to commencement of construction.
 - The Contractor is responsible for all required sewer line testing to be completed in the presence of the City inspector. Pressure testing will be performed after all compaction of street subgrade and prior to street paving. Final lamping will also be accomplished after paving is completed. These tests shall be the basis of acceptance of the sewer line extension.
 - All sewer mains shall be PVC SDR 35 (ASTM 3034) unless otherwise noted.
 - All sewer mains shall be laid to grade utilizing a pipe laser.
 - All service line connections to the new main shall be accomplished with full body wyes or tees. Tapping saddles will not be allowed.
 - No 4" services shall be connected directly into manholes.
 - A clay cut-off wall shall be placed 10 feet upstream from all new manholes unless otherwise noted. The cut-off wall shall extend from 6 inches below to 6 inches above granular backfill material and shall be 2 feet wide. If native material is not suitable, the contractor shall import material approved by the engineer.
 - Sewer main stub outs shall be capped and plugged. Stub out shall be identified with a steel fence post buried 1' below finished grade. As-built surveying of stub out required PRIOR to backfill.
 - Sewer service stub outs shall be capped and plugged. Stub out marker shall be 2x4 painted green. As-built surveying for vertical grade of stub out required PRIOR to backfill.
 - Red line as-builts shall be submitted to the City Utility Engineer PRIOR to paving for review.
 - Project Benchmark C-N 1/16 Cor., Elev.=4733.98

- WATERLINES**
- All waterline construction shall be in accordance with the Ute Water District's Standards and Specifications.
 - The Contractor shall notify the Ute Water Conservancy District 24 hours prior to beginning construction.
 - All trenches shall be compacted to 95% as determined by AASHTO T-99. Contractor shall be required to perform all necessary compaction tests through a certified soils lab.
 - Minimum cover required over top of new waterlines is 4'-6".
 - All water main pipe shall be PVC, DR18, CLASS 150, and conform to AWWA C-900.
 - All domestic water service lines shall be Type K, 3/4" copper tube, soft temper.
 - Fire hydrants shall be of the type approved by the City of Grand Junction Fire Department and installed at the locations as shown on the drawings.
 - Water service meter pits, center of pit, shall be located 2 feet back of the back of walk.

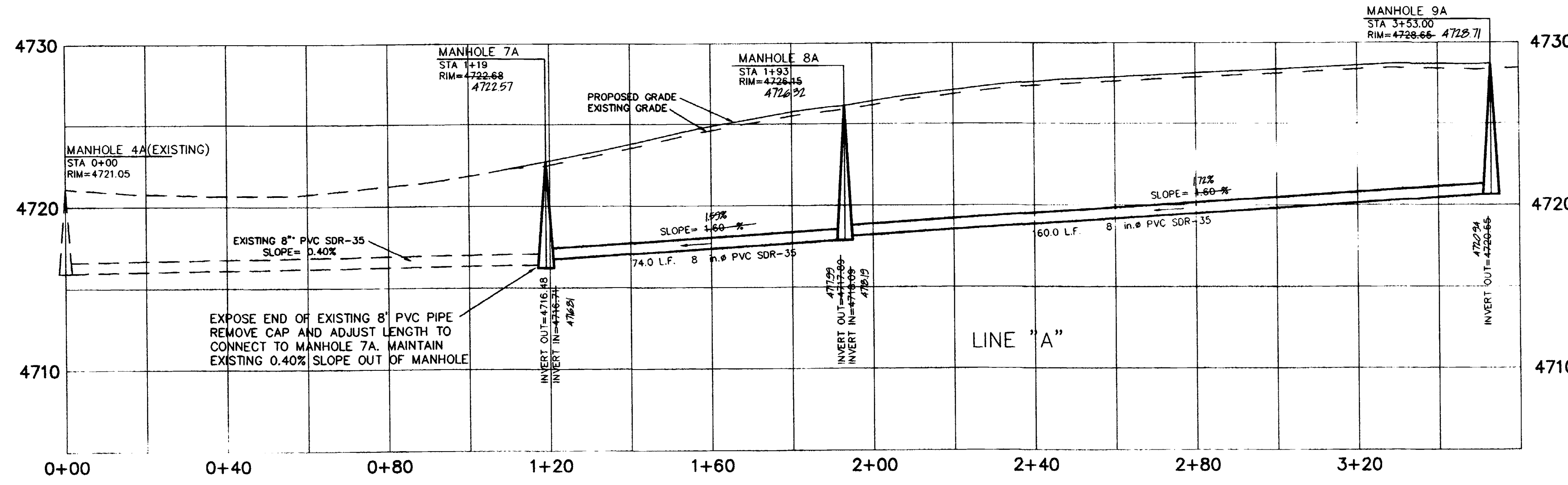
BENCHMARK/CONTROL
C-N 1/16 COR. SEC 1 (Corland?27-1/2 Rd)
NORTHING 5001.082
EASTING 8679.160
ELEVATION 4733.98

SE PROPERTY CORNER(church site)
NORTHING 4524.090
EASTING 9199.016
ELEVATION 4734.18

**CONSTRUCTION
DRAWING OF RECORD**

ENGINEERS STATEMENT
Banner Associates, Inc., provides this construction Drawing of Record based on surveying information collected after installation of improvements. Banner Associates Inc., only provided periodic inspection of the improvements as shown on this plan, and that to the best of our knowledge it conforms to the City of Grand Junction Standards and Specifications.

Banner Associates, Inc. Date



DRAWN BY: BKR	REVIEWED DATE: _____ FOR _____
CHECKED BY: DEC	REVIEWED DATE: _____ FOR BANNER ASSOCIATES, INC.

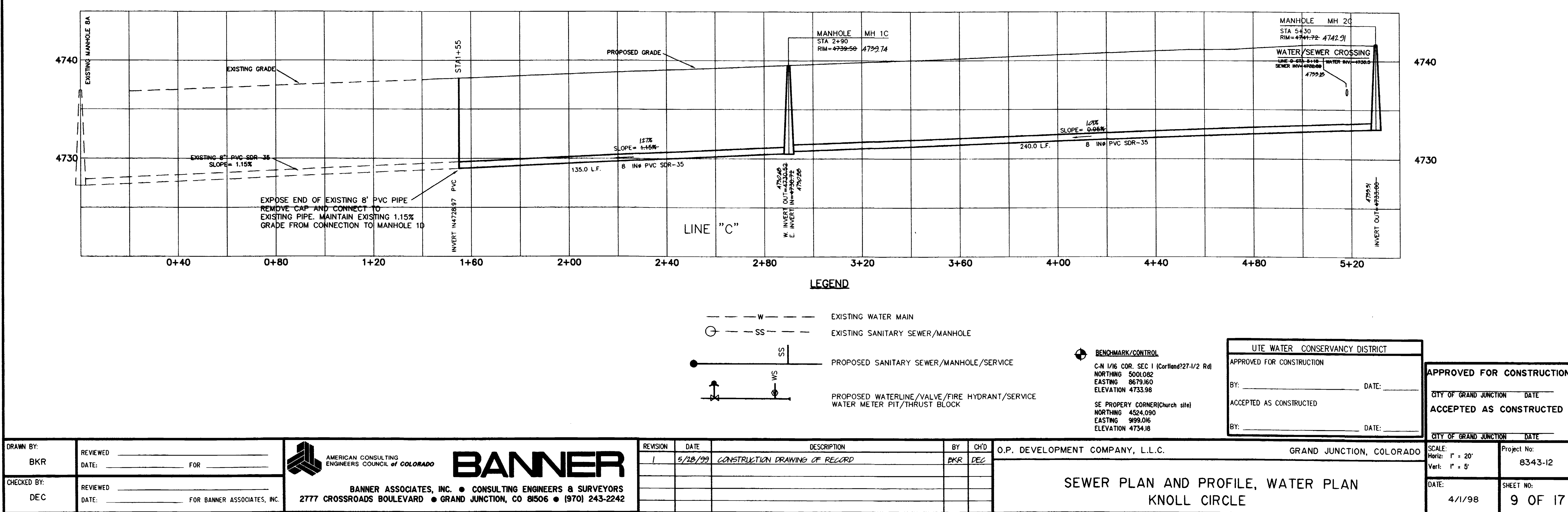
BANNER ASSOCIATES, INC.
AMERICAN CONSULTING ENGINEERS COUNCIL OF COLORADO
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CH'D
1	2/25/95	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO

**SEWER PLAN AND PROFILE, WATER PLAN
FERNWOOD COURT**

APPROVED FOR CONSTRUCTION		Project No: 8343-12
CITY OF GRAND JUNCTION	DATE	SHEET NO: 8 OF 17
ACCEPTED AS CONSTRUCTED	DATE	
CITY OF GRAND JUNCTION	DATE	



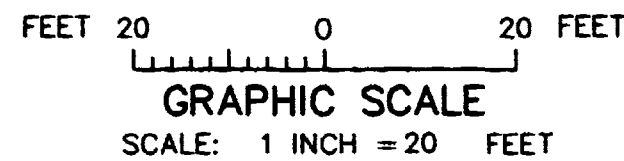
CONSTRUCTION
DRAWING OF RECORD

ENGINEERS STATEMENT

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Banner Associates, Inc.

Date



FILING TWO

FILING THREE

BLOCK 2

BLOCK 1

KNOLL CIRCLE

MANHOLE 1D
LINE 'D' STA 2+90, CL=
KNOLL CI STA 9+96, CL,
RIM ELEV.=4738.25 4738.25

MANHOLE 2D
LINE 'D' STA 5+06, CL=
KNOLL CI STA 7+80, CL,
RIM ELEV.=4741.92 4741.92

INSTALL 90° ELBOW
KNOLL CI STA 7+68, 12.0

N 4515.571
E 9889.565

LOT 9

LOT 10

LOT 11

LOT 12

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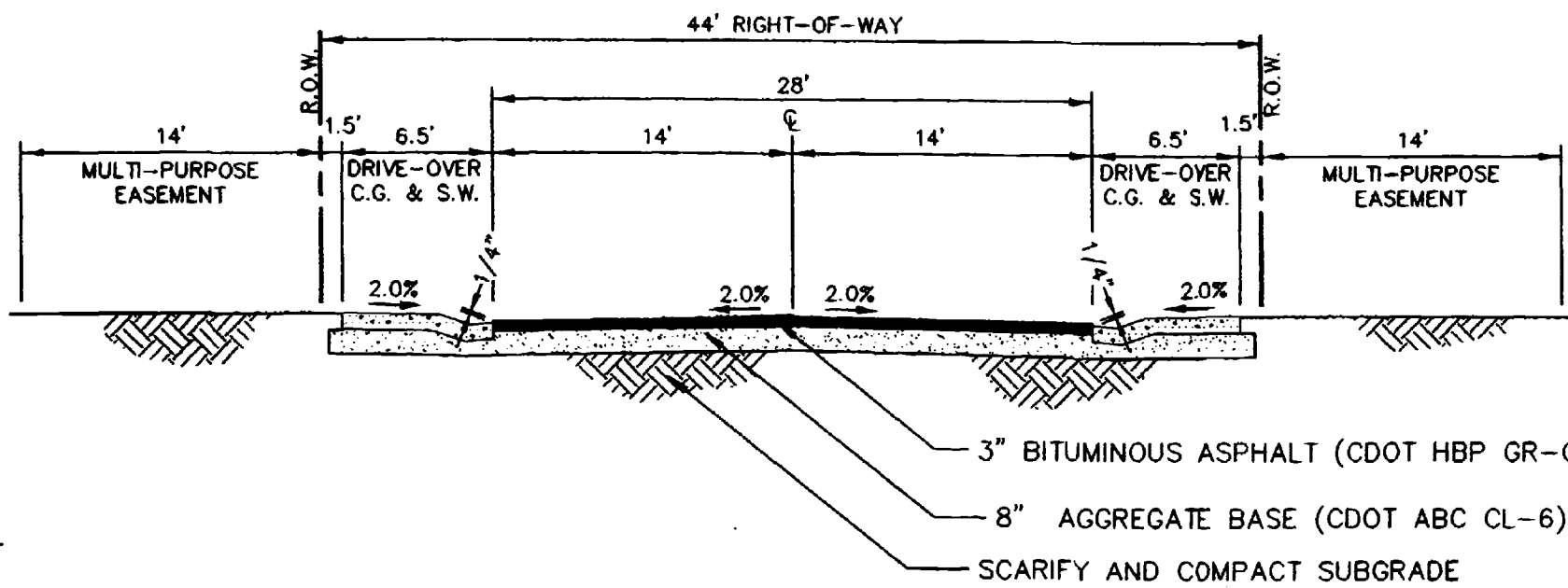
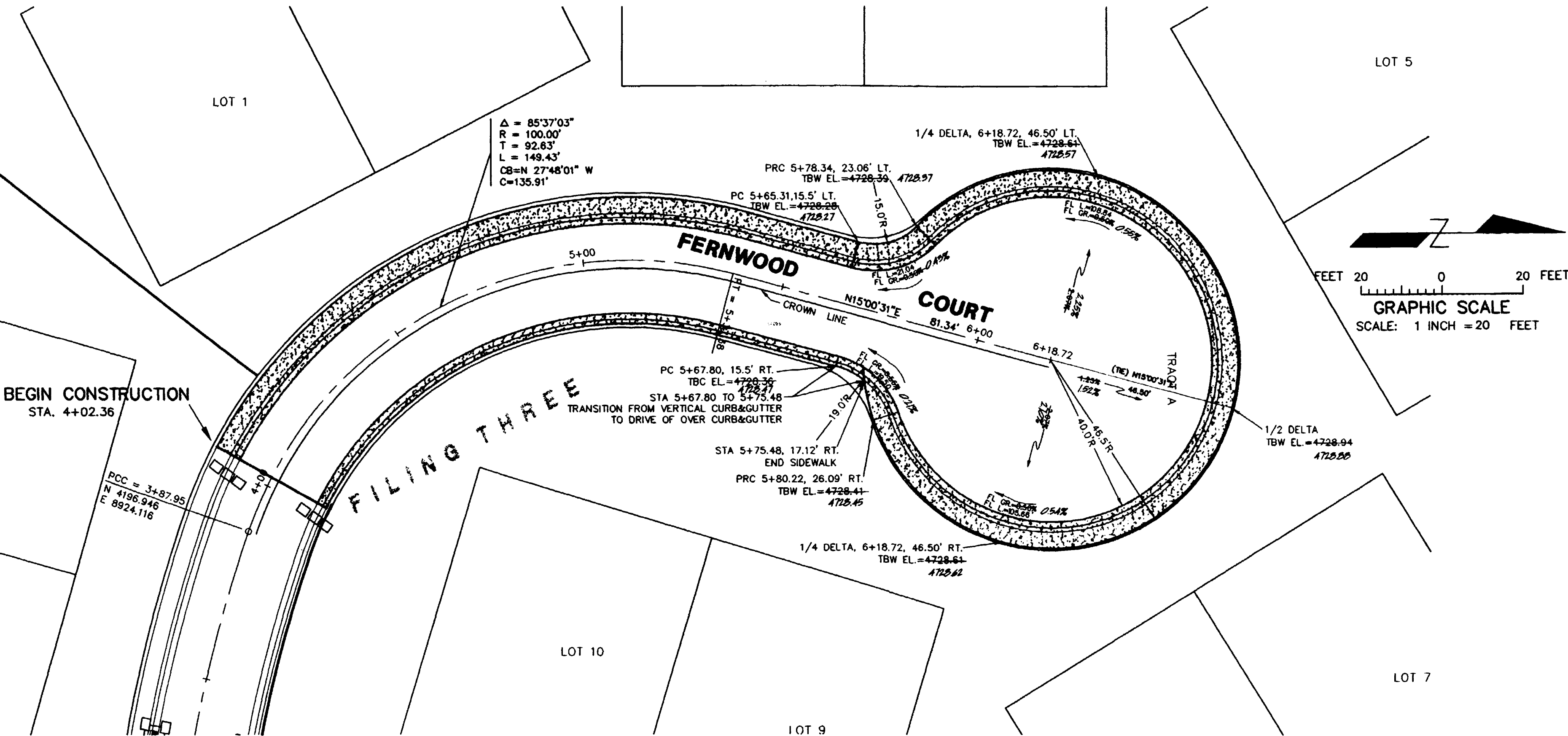
LOT 311

LOT 312

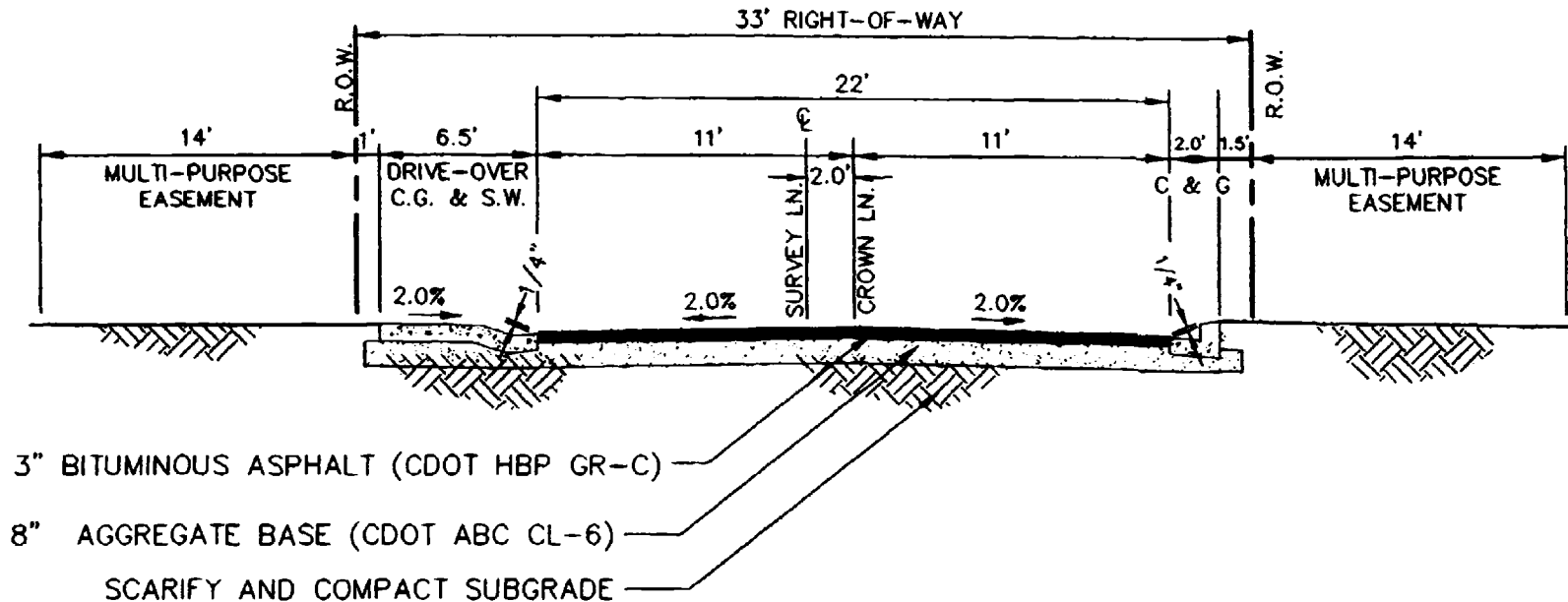
LOT 313

LOT 314

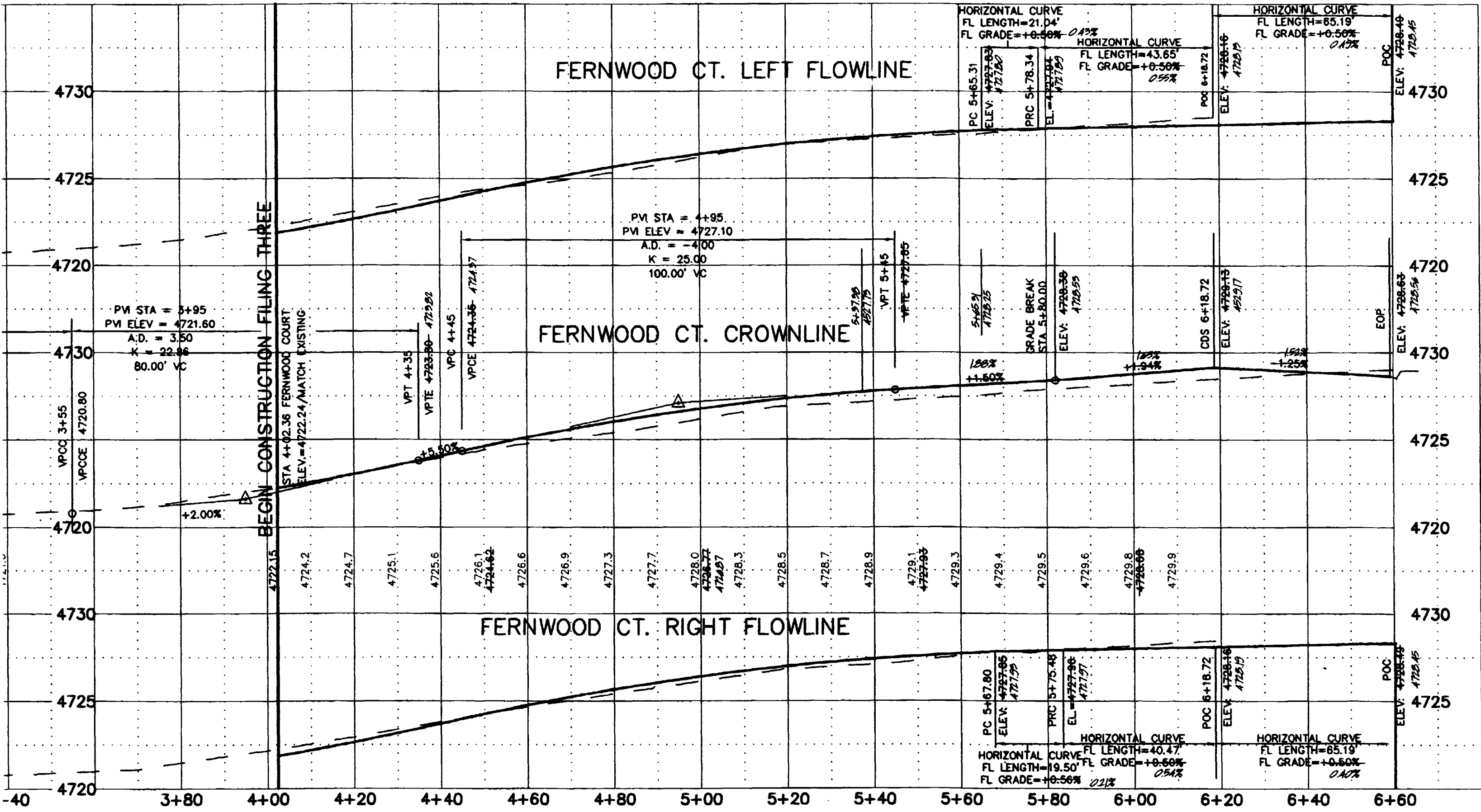
LOT 315



TYPICAL ROADWAY SECTION
KNOLL CIRCLE
NOT TO SCALE



TYPICAL PRIVATE STREET SECTION
FERNWOOD COURT
NOT TO SCALE



- GENERAL NOTES:**
1. All street construction shall conform to the City of Grand Junction Standards and Specifications.
 2. All materials and workmanship shall be subject to inspection by the City of Grand Junction. The City reserves the right to accept or reject any such materials and workmanship that does not conform to the City of Grand Junction Standards and Specifications.
 3. The Contractor shall notify the City of Grand Junction 24 hours prior to the beginning of construction.
 4. The Contractor shall have one signed copy of the Plans and one copy of appropriate City of Grand Junction Standards and Specifications at the job site at all times.
 5. Subgrade and Class 6 aggregate base course shall be compacted to 95% (T-99). Contractor shall be required to perform all necessary compaction tests and related soils tests through a certified soils laboratory.

**CONSTRUCTION
DRAWING OF RECORD**

ENGINEERS STATEMENT
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Banner Associates, Inc. _____ Date _____

BENCHMARK/CONTROL
C-N 1/16 COR. SEC 1 [Cortland?27-1/2 Rd]
NORTHING 5001.082
EASTING 8679.160
ELEVATION 4733.98

SE PROPERTY CORNER (Church site)
NORTHING 4524.090
EASTING 9199.016
ELEVATION 4734.18

APPROVED FOR CONSTRUCTION

CITY OF GRAND JUNCTION _____ DATE _____
ACCEPTED AS CONSTRUCTED

CITY OF GRAND JUNCTION _____ DATE _____

SCALE: Horiz: 1" = 20'
Vert: 1" = 5'
DATE: 4/1/98
Project No: 8343-12
SHEET NO: 11 OF 17

DRAWN BY: BKR
REVIEWED: _____ FOR _____
DATE: _____

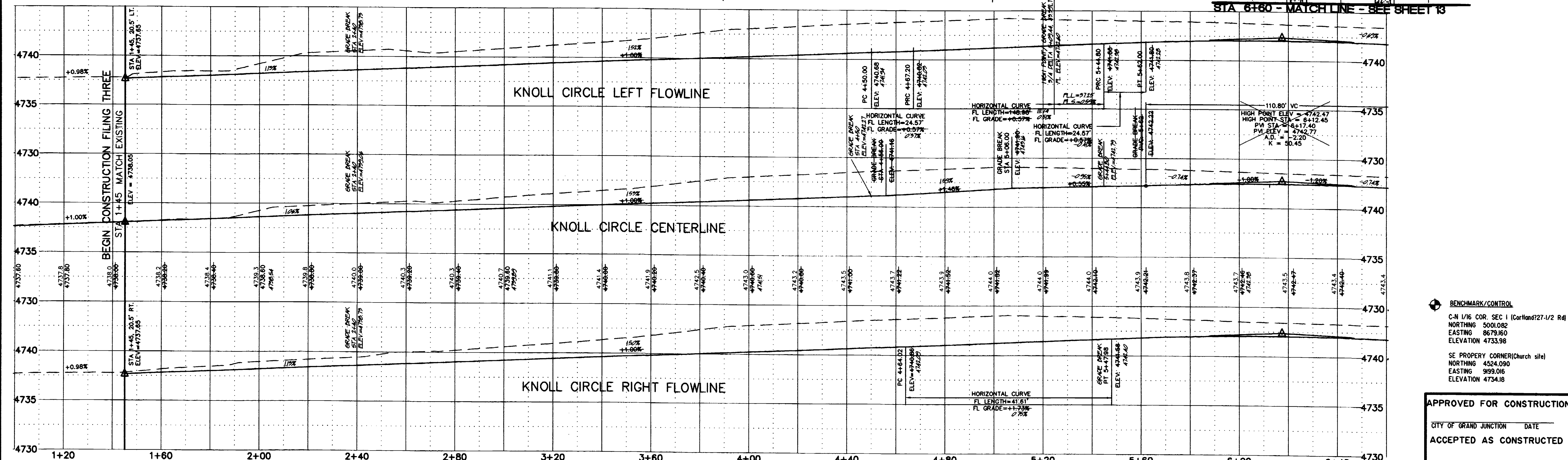
CHECKED BY: DEC
REVIEWED: _____ FOR BANNER ASSOCIATES, INC.
DATE: _____

AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO
BANNER
BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CHK'D
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

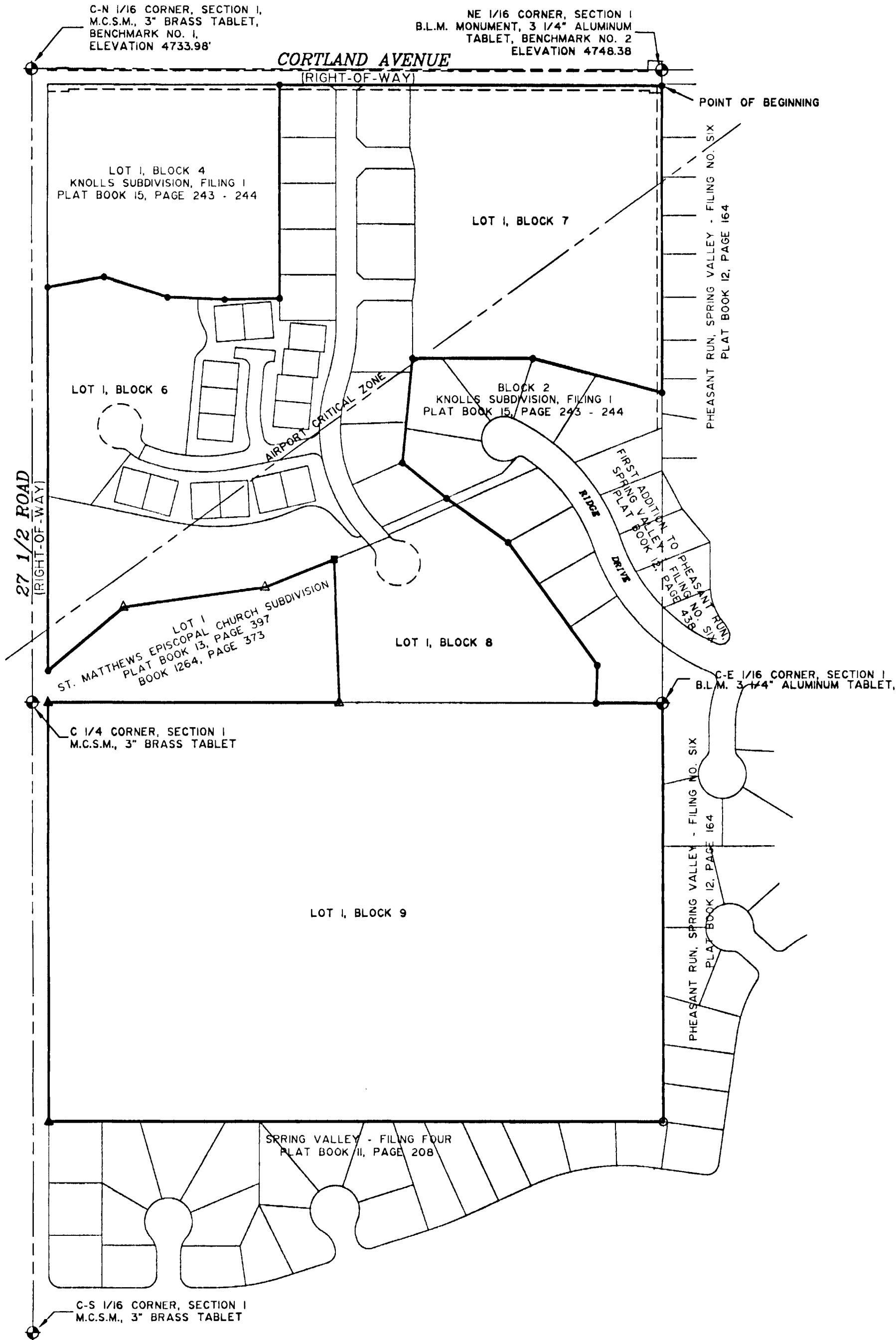
O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO

FERNWOOD COURT PLAN AND PROFILE



APPROVED FOR CONSTRUCTION	
CITY OF GRAND JUNCTION	DATE
ACCEPTED AS CONSTRUCTED	
CITY OF GRAND JUNCTION	DATE
SCALE: Horiz: 1" = 20' Vert: 1" = 5'	Project No: 8343-12
DATE: 4/1/98	SHEET NO: 12 OF 17

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO



- NOTES:
- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of certification shown hereon.
 - BASIS OF BEARINGS: The line between the C-N 1/16 corner and NE 1/16 corner, both of Section 1, Township 1 South, Range 1 West, Ute Meridian having a bearing of S 89° 57' 11" E, as recorded on The Knolls Subdivision, Filing 1, Plat Book 15, at Pages 243 and 244, in the records of the Mesa County Clerk and Recorder.
 - BASIS OF BENCHMARKS: City of Grand Junction Benchmark, elevation 4727.92 feet, Mesa County Survey Marker at the intersection of 27 1/2 Road and G Road.
 - Existing property corners which were recovered during this survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
 - The boundary of the Airport Critical Zone for Walker Field is shown hereon in accordance with Figure 11 of the Land Use Plan, dated July, 1984 prepared by Iehil Associates, Inc., for Walker Field, Grand Junction, Colorado.
 - Portions of this development lies within the Airport Critical Zone as well as within the southwest boundaries of the Airport Area of Influence. Portions are situated directly underlying the common air traffic pattern for arrival and departure of aircraft from secondary Runway 4/22 as outlined in the Airport's Master Plan.
 - The following setbacks shall apply:
 - Single Family Units:
 - Principal Building - 20' front, 20' rear, 10' side
 - Accessory Building - Limited to rear 1/2 of Lot, 5' rear (or easement width, whichever is greater), 5' side (or easement width, whichever is greater)
 - Patio Home Units:
 - Principal and Accessory Buildings - 0' front, 5' rear, 5' interior side, unless units are attached, 0' exterior side
 - For Patio Home units located on lots 10, 11 and 13 of Block 5, a minimum distance of 20 feet shall be maintained between face of garage and Sparrow Court.
 - The following lot access locations shall apply:
 - Access to Lot 1, Block 1 shall be provided off Knoll Circle.
 - Access to Lot 1 and Lot 2, Block 2 shall be provided off Knoll Circle.
 - Access to Lot 1, Block 3 shall be provided off of Plaza Way, with a minimum of 10 feet from the south property line and a minimum of 50 feet from Cortland Avenue right-of-way line.
 - Access to Lot 1, Block 4 shall be provided off Knoll Circle.

CITY APPROVAL

The Final Plat of The Knolls Subdivision, Filing 2, is approved and accepted this 9th day of February, 1998.

Mark E. Cohen
City Manager

Garret L. Jany
President of the City of Grand Junction City Council

COUNTY CLERK AND RECORDER'S CERTIFICATE

State of Colorado)
County of Mesa) ss

I hereby certify that The Knolls Subdivision, Filing 2, was filed for record in the office of the County Clerk and Recorder of Mesa County at 1:36 P.M. on the 10 day of Feb A.D. 1998 in Book No. 116 Page No. 87-90 Reception No. 1998031

Mesa County Clerk and Recorder

Deputy

\$ Fee

SURVEYOR'S CERTIFICATE

I, Dean E. Ficklin, a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that the Final Plat of Knolls Subdivision, Filing 2 located in the SW 1/4 of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 1, T.1 S., R.1 W., Ute Meridian, shown hereon has been prepared under my direct supervision and accurately represents a survey conducted under my direct supervision. This survey complies with applicable requirements of the Zoning and Development Code of the City of Grand Junction and applicable laws and regulations of the State of Colorado to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 29 day of January, A.D. 1998.

Dean E. Ficklin
Dean E. Ficklin
P.L.S. No. 19597

Dean E. Ficklin
PROFESSIONAL LAND SURVEYOR
19597

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that O.P. Development Company, LLC being the sole owner in fee simple of all of the property platted hereon except Lot 1, Block 4 as described in the instrument recorded in Plat Book 15, Pages 243-244, and Lot 1, Block 5, and that Daria M. Banker being the owner in fee simple of Lot 1, Block 9 platted hereon and as described in the instrument recorded in Book 1936, at Pages 273 and 274, all in the records of the office of the Mesa County Clerk and Recorder which is in a portion of the SW 1/4 of the NE 1/4 and in a portion of the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado does hereby Plat said real property under the name and style of The Knolls Subdivision, Filing 2, in accordance with the Plat shown hereon. Daria M. Banker is not a Developer of The Knolls Subdivision, Filing 2, and signs this Final Plat only as Owner of Lot 1, Block 9.

DESCRIPTION OF THE KNOLLS SUBDIVISION, FILING 2

Lot 1, Block 1 and Lot 1, Block 3 of Knolls Subdivision, Filing 1 as recorded in Plat Book 15, Pages 243 and 244, and a tract of land located in the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado as recorded in Book 1936, Pages 273 and 274 in the records of the Mesa County Clerk and Recorder, being more fully described as follows:

Beginning at the northeasterly corner of The Knolls Subdivision, Filing 2, whence the NE 1/16 corner of, Section 1, T.1 S., R.1 W., U.M., being a Bureau of Land Management Marker bears N 00° 00' 59" E, 33.00 feet;

- Thence S 00°00'59" W, 639.29 feet;
- Thence N 75°12'00" W, 279.90 feet;
- Thence N 89°57'00" W, 252.00 feet;
- Thence S 05°30'00" W, 219.94 feet;
- Thence S 50°58'00" E, 118.57 feet;
- Thence S 54°34'00" E, 157.74 feet;
- Thence S 35°59'00" E, 317.84 feet;
- Thence S 02°05'43" W, 78.50 feet;
- Thence S 89°54'17" E, 139.00 feet;
- Thence S 00°01'22" E, 875.30 feet;
- Thence N 89°51'56" W, 1301.44 feet;
- Thence N 00°00'59" E, 874.41 feet;
- Thence S 89°54'17" E, 624.03 feet;
- Thence N 02°03'32" W, 298.77 feet;
- Thence S 68°06'13" W, 155.90 feet;
- Thence S 89°59'06" W, 299.62 feet;
- Thence S 50°15'06" W, 206.71 feet;
- Thence N 00°00'59" E, 800.94 feet;
- Thence N 79°41'00" E, 120.00 feet;
- Thence S 72°44'00" E, 140.00 feet;
- Thence S 87°26'00" E, 120.00 feet;
- Thence N 88°46'27" E, 115.39 feet;
- Thence N 00°00'59" E, 443.57 feet;
- Thence S 89°57'11" E, 800.84 feet to the Point of Beginning.

The Knolls Subdivision, Filing 2, as described above contains 50.781 acres more or less.

AREA SUMMARY		
LOTS	5.161 AC.±	10.2%
ROADS	1.506 AC.±	3.0%
TRACT A	0.069 AC.±	0.1%
TRACT B	2.593 AC.±	5.1%
TRACT C	0.475 AC.±	0.9%
TRACT D	0.846 AC.±	1.7%
TRACT E	0.614 AC.±	1.2%
LOT 1, BLK 6	2.765 AC.±	5.4%
LOT 1, BLK 7	7.015 AC.±	13.8%
LOT 1, BLK 8	3.866 AC.±	7.6%
LOT 1, BLK 9	25.871 AC.±	51.0%
TOTAL	50.781 AC.±	100%

- The said owner does hereby dedicate and set apart real property as shown and labeled on the plat shown hereon as follows:
- All public streets and right-of-way to the City of Grand Junction for the use of the public forever.
 - All multi-purpose easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.
 - All utility easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easement for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines.
 - All irrigation easements to the Homeowners Association for the benefit of the owners of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of private irrigation systems, but not including Lot 1, Block 9.
 - All temporary turn around easements to the City of Grand Junction for the use of the public. Temporary turn around easements to be extinguished with future filings.
 - Tract A to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access, provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract A and as an easement for the purpose of drainage and the use of public utilities for the installation, operation, maintenance and repair of utilities and appurtenances.
 - Tract B to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance, and repair of private irrigation systems for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract B and as an easement for the purpose of conveying and detaining/retaining runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
 - Tract C as private streets to the owners (Property/Homeowners Association) of the lots of Block 5, and Block 6 hereby platted as perpetual easement for the purpose for ingress and egress purposes for the common benefit and use of said lot owners and their invitees; 2) their installation, operation, maintenance and repair of utilities; 3) use by public services, including, but not limited to, postal service, trash collection, fire, police and emergency vehicles; 4) use by the public utilities; 5) drainage purpose for the conveyance of runoff water which originates within the area hereby platted of from upstream areas, through natural or man-made facilities above or below ground.
 - Tract D and Tract E to the owners (Property/Homeowners Association) of the lots of Block 5, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance and repair of private irrigation systems and as a perpetual easement for the purpose of pedestrian ingress, egress and parking purposes for the common benefit and use of said lot owners and their invitees.
 - All Grand Valley Project easements to the U.S./GVWUA, its successors and assigns, for the installation, maintenance of irrigation and drainage facilities; but as to Lot 1, Block 9, no additional rights are conferred to the Grand Valley Water Users Association other than those rights acquired by instrument recorded in Book 209, Page 251, or prescriptively.
 - An 8 foot Pedestrian Easement is hereby dedicated at the location of an 8 foot wide concrete pedestrian path running north-south with Tract D and Tract E to the City of Grand Junction as a perpetual easement for ingress and egress use by the general public pedestrian.

All easement include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to dredge; provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The undersigned certifies that no lending institution holds any encumbrance on the property shown hereon.

IN WITNESS WHEREOF, I hereunto set my hand this 14th day of Feb A.D., 1998.

O.P. DEVELOPMENT COMPANY, LLC

Robert C. Knappie
Robert C. Knappie, Managing Director

ACKNOWLEDGEMENT OF OWNERSHIP

State of Colorado)
County of Mesa) ss

On this 16th day of Feb A.D. 1998, before me the undersigned officer, personally appeared Robert C. Knappie as Managing Director of O.P. Development Company, LLC., and acknowledged that he executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires January 26, 1999

Notary Public
Notary Public

IN WITNESS WHEREOF, I hereunto set my hand this 2 day of Feb A.D., 1998.

Daria M. Banker, Owner

Daria M. Banker
Daria M. Banker, Owner

ACKNOWLEDGEMENT OF OWNERSHIP

State of Colorado)
County of Mesa) ss

On this 2 day of Feb A.D., 1998, before me the undersigned officer, personally appeared Daria M. Banker, who acknowledged that she executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires My Commission expires May 6, 2000

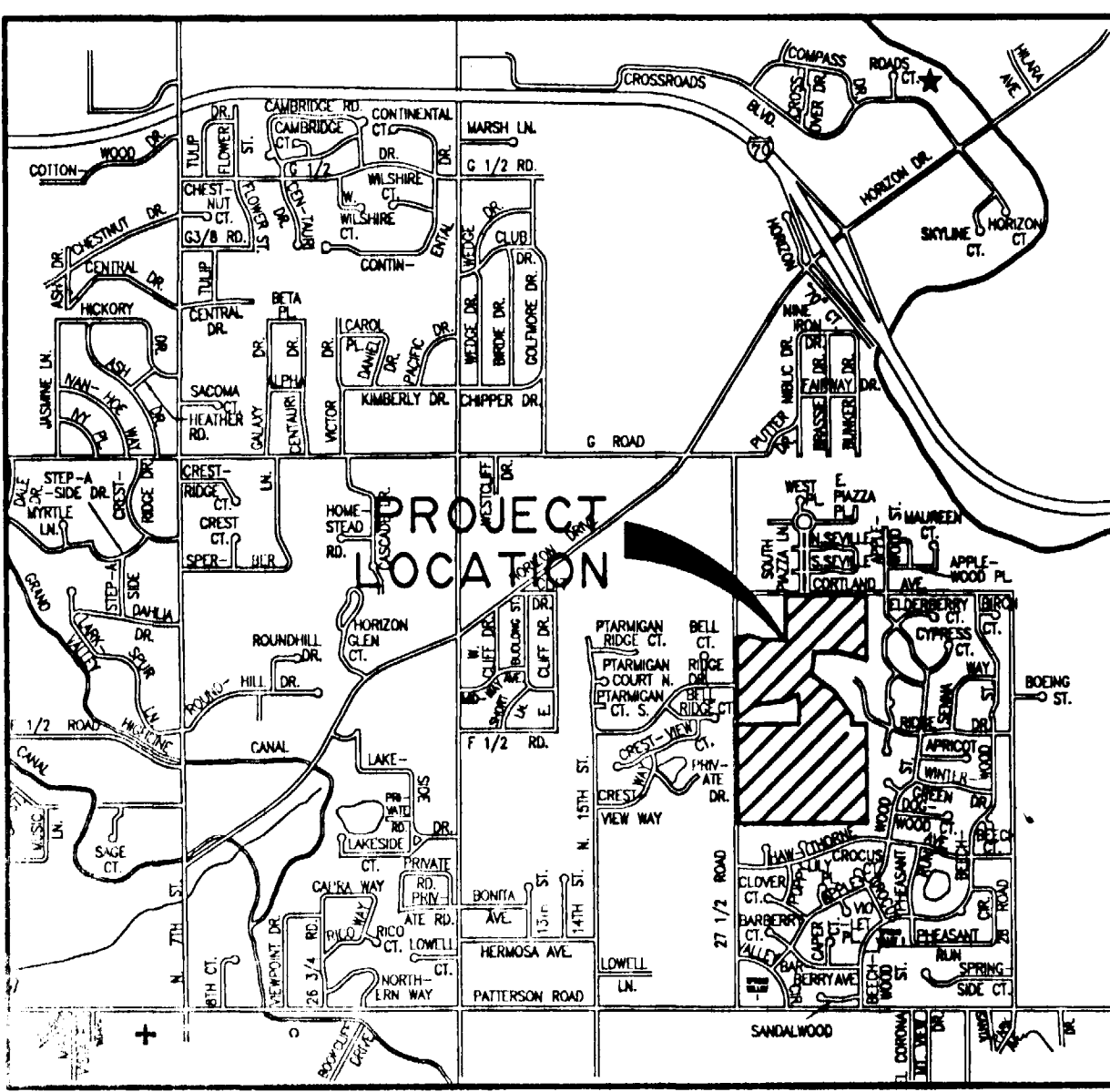
Notary Public
Notary Public

Notary Public
Notary Public

FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4,
NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE:	JOB NO:	DATE:	SHEET NO:
1" = 200'	8343-08	1-29-98	1 of 4

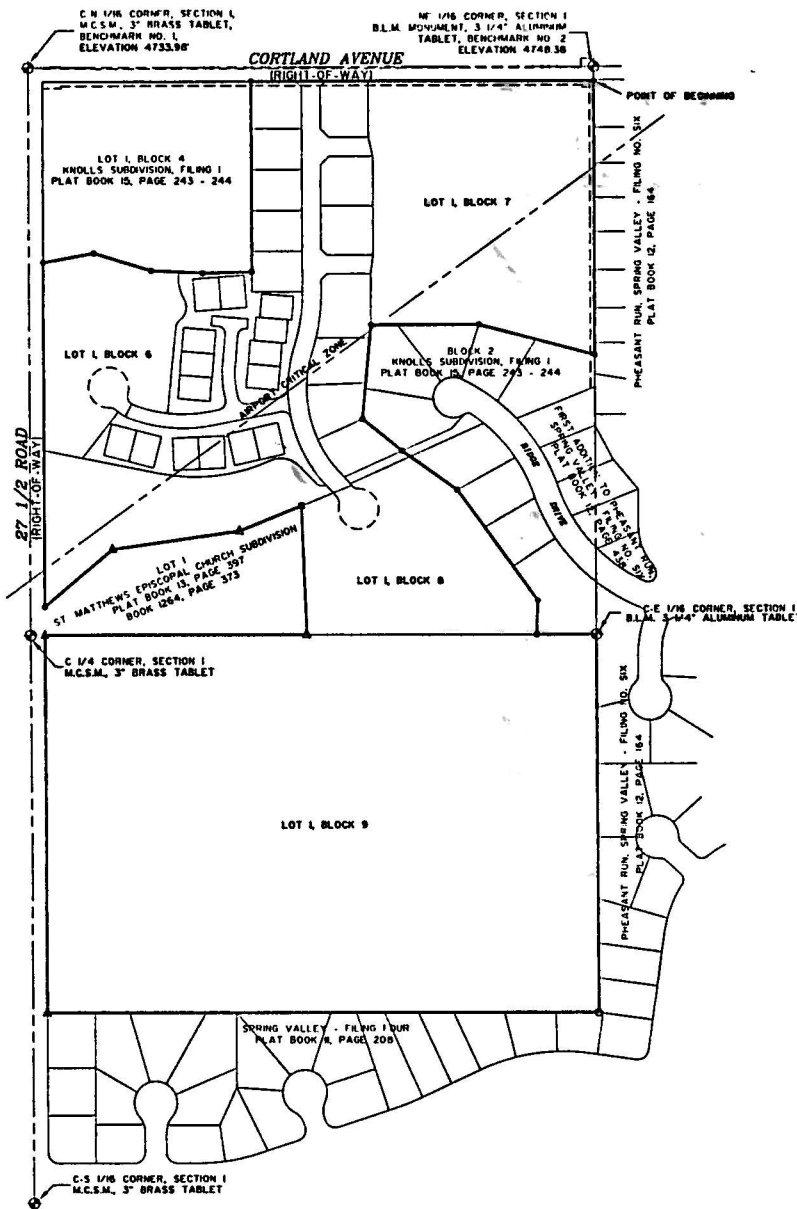


VICINITY MAP

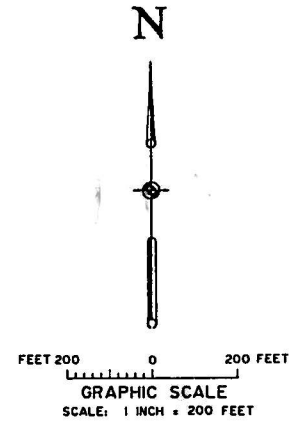
- LEGEND
- SET THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
 - FOUND THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
 - FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
 - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
 - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
 - FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
 - FOUND IN PLACE, MONUMENT AS DESCRIBED.
 - A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-5-109(3A)

FPP-1997-091
TCP 0
SIF 29200
PR 2.7

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO



- NOTES:
- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of certification shown herein.
 - BASES OF BEARINGS: The line between the C-M 1/16 corner and NE 1/16 corner, both of Section 1, Township 1 South, Range 1 West, Ute Meridian having a bearing of S 89° 57' 5" E, as recorded on The Knolls Subdivision, Filing 1, Plat Book 15, of Pages 243 and 244, in the records of the Mesa County Clerk and Recorder.
 - BASES OF BENCHMARKS: City of Grand Junction Benchmarks, elevation 4727.92 feet, Mesa County Survey Marker at the intersection of 27 1/2 Road and G Road.
 - Existing property corners which were recovered during this survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
 - The boundary of the Airport Critical Zone for Walker Field is shown herein in accordance with Figure 8 of the Land Use Plan, dated July, 1984 prepared by Todd Associates, Inc., for Walker Field, Grand Junction, Colorado.
 - Portions of this development lies within the Airport Critical Zone as well as within the southwest boundaries of the Airport Area of Influence. Portions are situated directly underlying the common use traffic pattern for arrival and departure of aircraft from secondary Runway 4/22 as outlined in the Airport's Master Plan.
 - The following setbacks shall apply:
 - Single Family Units:
 - Principal Building - 20' front, 20' rear, 10' side
 - Accessory Building - Limited to rear 1/2 of Lot, 5' rear for easement width, whichever is greater, 5' side for easement width, whichever is greater
 - Patio Home Units:
 - Principal and Accessory Buildings 0' front, 5' interior side, unless units are attached, 0' exterior side
 - For Patio Home units located on lots 10, 9 and 13 of Block 5, a minimum distance of 20 feet shall be maintained between face of garage and Sparrow Court.
 - The following lot access locations shall apply:
 - Access to Lot 1, Block 1 shall be provided off Knoll Circle.
 - Access to Lot 1 and Lot 2, Block 2 shall be provided off Knoll Circle.
 - Access to Lot 1, Block 3 shall be provided off Plaza Way, with a minimum of 10 feet from the south property line and a minimum of 50 feet from Cortland Avenue right-of-way line.
 - Access to Lot 1, Block 4 shall be provided off Knoll Circle.



LEGEND

- SET THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 1980, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, ILLEGIBLE, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 1941, IN CONCRETE.
- FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- FOUND IN PLACE, MONUMENT AS DESCRIBED.
- A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-8-1013A1

CITY APPROVAL

The Final Plat of The Knolls Subdivision, Filing 2, is approved and accepted this 9th day of February, A.D. 1998.

Mark E. Cohen
City Manager

Janet X. Yuy
President of the City of Grand Junction City Council

COUNTY CLERK AND RECORDER'S CERTIFICATE

I hereby certify that The Knolls Subdivision, Filing 2, was filed for record in the office of the County Clerk and Recorder of Mesa County at the day of Feb, A.D. 1998 in Book No. 15-90, Page No. 29-90. Recognition No. 173203

Mesa County Clerk and Recorder
Deputy
S. Fee

SURVEYOR'S CERTIFICATE

I, Dean E. Ficklin, a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that the Final Plat of Knolls Subdivision, Filing 2 located in the SW 1/4 of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 1, T.1 S., R.1 W., Ute Meridian, shown hereon was prepared under my direct supervision and accurately represents a survey conducted under my direct supervision. This survey complies with applicable requirements of the Zoning and Development Code of the City of Grand Junction and applicable laws and regulations of the State of Colorado to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 29 day of January, A.D. 1998.

Dean E. Ficklin
P.L.S. No. 19597



CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that O.P. Development Company, LLC being the sole owner in fee simple of all of the property platted hereon except Lot 1, Block 4 as described in the instrument recorded in Plat Book 15, Pages 243-244, and Lot 1, Block 5; and that Darla M. Bankert being the owner in fee simple of Lot 1, Block 9 platted hereon and as described in the instrument recorded in Book 1936, at Pages 273 and 274, all in the records of the office of the Mesa County Clerk and Recorder which is a portion of the NW 1/4 of the NE 1/4 and in a portion of the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado does hereby Plat said real property under the name and title of The Knolls Subdivision, Filing 2, in accordance with the Plat shown hereon. Darla M. Bankert is not a Developer of The Knolls Subdivision, Filing 2, and signs this Final Plat only as Owner of Lot 1, Block 9.

DESCRIPTION OF THE KNOLLS SUBDIVISION, FILING 2

Lot 1, Block 1 and Lot 1, Block 3 of Knolls Subdivision, Filing 1 as recorded in Plat Book 15, Pages 243 and 244 and a tract of land located in the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado as recorded in Book 1936, Pages 273 and 274 in the records of the Mesa County Clerk and Recorder, being more fully described as follows:

Beginning at the northeasterly corner of The Knolls Subdivision, Filing 2, whence the NE 1/16 corner of Section 1, T.1 S., R.1 W., U.M., being a Bureau of Land Management Marker bears N 00° 00' 59" E, 33.00 feet;

- Thence S 00° 00' 59" W, 639.29 feet;
- Thence N 79° 12' 00" W, 279.00 feet;
- Thence N 89° 57' 00" W, 252.00 feet;
- Thence S 05° 30' 00" W, 209.94 feet;
- Thence S 90° 58' 00" E, 88.37 feet;
- Thence S 04° 34' 00" E, 157.74 feet;
- Thence S 35° 59' 00" E, 37.84 feet;
- Thence S 02° 05' 33" W, 78.50 feet;
- Thence S 89° 54' 17" E, 139.00 feet;
- Thence S 00° 01' 22" E, 873.30 feet;
- Thence N 89° 52' 58" W, 1501.44 feet;
- Thence N 00° 00' 59" E, 874.41 feet;
- Thence S 89° 54' 17" E, 624.03 feet;
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- Thence S 6° 06' 15" W, 65.90 feet;
- Thence S 89° 59' 06" W, 299.62 feet;
- Thence S 50° 15' 06" W, 208.71 feet;
- Thence N 00° 00' 59" E, 800.94 feet;
- Thence N 79° 41' 00" E, 120.00 feet;
- Thence S 72° 44' 00" E, 140.00 feet;
- Thence S 87° 26' 00" E, 120.00 feet;
- Thence N 88° 46' 27" E, 83.39 feet;
- Thence N 00° 00' 59" E, 443.57 feet;
- Thence S 89° 57' 00" E, 800.84 feet to the Point of Beginning.

The Knolls Subdivision, Filing 2, as described above contains 50.78 acres more or less.

AREA SUMMARY

LOTS	5.161 AC.	10.2%
ROADS	1.506 AC.	3.0%
TRACT A	0.019 AC.	0.0%
TRACT B	2.993 AC.	5.1%
TRACT C	0.475 AC.	0.9%
TRACT D	0.846 AC.	1.7%
TRACT E	0.614 AC.	1.2%
LOT 1, BLK 6	2.785 AC.	5.4%
LOT 1, BLK 8	7.015 AC.	13.8%
LOT 1, BLK 9	3.688 AC.	7.3%
LOT 1, BLK 9	25.871 AC.	51.0%
TOTAL	50.781 AC.	100%



The said owner does hereby dedicate and set apart real property as shown and labeled on the plat shown hereon as follows:

- All public streets and right-of-way to the City of Grand Junction for the use of the public forever.
- All multi-purpose easements to the City of Grand Junction for the use of the City and Public Utilities for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.
- All utility easements to the City of Grand Junction for the use of the City and Public Utilities as a perpetual easement for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines.
- All irrigation easements to the Homeowners Association for the benefit of the owners of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of private irrigation systems, but not including Lot 1, Block 9.
- All temporary turn around easements to the City of Grand Junction for the use of the public. Temporary turn around easements to be extinguished with future filings.
- Tract A to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access, provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract A and as an easement for the purpose of drainage and the use of public utilities for the installation, operation, maintenance and repair of utilities and appurtenances.
- Tract B to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance, and repair of private irrigation systems for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract B and as an easement for the purpose of conveying and discharging/releasing runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
- Tract C on private streets to the owners (Property/Homeowners Association) of the lots of Block 5, and Block 6 hereby platted as perpetual easement for the purpose for ingress and egress purposes for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract C and as an easement for the purpose of conveying and discharging/releasing runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
- Tract D on private streets to the owners (Property/Homeowners Association) of the lots of Block 5, and Block 6 hereby platted as perpetual easement for the purpose for ingress and egress purposes for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract D and as an easement for the purpose of conveying and discharging/releasing runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
- Tract E to the owners (Property/Homeowners Association) of the lots of Block 5, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance and repair of private irrigation systems and as a perpetual easement for the purpose of ingress, egress and parking purposes for the common benefit and use of said lot owners and their invitees.
- All Grand Valley Project easements to the U.S./GVMWA, its successors and assigns, for the installation, maintenance of irrigation and drainage facilities, but as to Lot 1, Block 9, no additional rights are conferred to the Grand Valley Water Users Association other than those rights acquired by instrument recorded in Book 209, Page 250, or prescriptively.
- An 8 foot Pedestrian Easement is hereby dedicated at the location of an 8 foot wide concrete pedestrian path running north-south with Tract D and Tract E to the City of Grand Junction as a perpetual easement for ingress and egress use by the general public pedestrian.

All easement include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drains and Detention/Retention easements, the right to dredge provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress in and from the easement.

The undersigned certifies that no lending institution holds any encumbrance on the property shown hereon.

IN WITNESS WHEREOF, I hereunto set my hand this 2th day of Feb, A.D. 1998.

O.P. DEVELOPMENT COMPANY, LLC
Robert C. Knapp
Robert C. Knapp, Managing Director

ACKNOWLEDGEMENT OF OWNERSHIP

State of Colorado
County of Mesa
On this 6th day of Feb, A.D. 1998, before me the undersigned officer, personally appeared Robert C. Knapp as Managing Director of O.P. Development Company, LLC, and acknowledged that he executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.
My commission expires January 26, 1999

W. H. Barnes
Helen J. Barnes, Notary Public

IN WITNESS WHEREOF, I hereunto set my hand this 2 day of Feb, A.D. 1998.

Darla M. Bankert, Owner
Darla M. Bankert
Darla M. Bankert, Owner

ACKNOWLEDGEMENT OF OWNERSHIP

State of Colorado
County of Mesa
On this 2 day of Feb, A.D. 1998, before me the undersigned officer, personally appeared Darla M. Bankert, who acknowledged that she executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.
My commission expires May 8, 2003

Helen J. Barnes
Helen J. Barnes, Notary Public

FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4,
NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE: 1" = 200' JOB NO: 8343-06 DATE: 1-29-98 SHEET NO: 1 of 4

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

LINE INFORMATION

LINE	DIRECTION	DISTANCE
6.	N 45°01'54" E	19.10'
9.	N 05°00'00" E	23.00'
10.	N 05°00'00" E	23.00'
11.	N 12°43'54" W	9.72'
12.	N 63°44'12" W	37.02'
13.	N 67°33'16" E	19.67'
15.	S 34°47'23" W	41.74'
16.	N 33°45'05" E	28.38'
17.	S 78°26'48" W	35.80'
18.	N 31°53'10" E	30.67'
19.	N 32°34'25" E	29.91'
20.	S 37°09'37" E	21.39'
21.	N 68°30'32" E	21.95'
22.	N 38°52'51" W	14.17'
23.	N 12°43'34" W	15.45'
24.	N 28°41'24" E	20.10'
25.	N 12°43'34" W	14.13'
27.	N 64°33'36" E	46.97'
28.	N 28°49'23" E	32.11'
29.	N 56°44'48" W	16.96'
30.	N 84°40'59" E	20.00'
31.	S 86°54'00" E	28.03'
32.	S 74°27'00" E	59.81'

CURVE INFORMATION

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	427.00	132.00	66.58	132.00	N 08°20'45" E	17°43'32"
B	308.00	335.93	186.87	349.53	N 13°50'15" E	62°29'31"
C	222.00	22.74	11.38	22.73	N 40°48'56" W	09°52'00"
D	200.00	61.88	31.09	61.63	S 03°54'41" E	17°43'34"
E	308.00	124.70	62.67	124.39	N 84°40'22" E	14°03'04"
F	308.00	123.08	62.80	123.08	N 84°40'22" E	14°03'04"
G	308.00	123.08	62.80	123.08	S 25°01'46" E	39°26'50"
H	405.00	125.29	63.15	124.79	S 08°52'45" W	17°43'32"
I	449.00	125.81	63.46	125.81	S 08°52'45" W	17°43'32"
J	449.00	125.81	63.46	125.81	S 08°52'45" W	17°43'32"
K	330.00	103.38	52.12	102.96	N 08°46'03" E	17°56'56"
L	286.00	78.89	39.10	78.64	S 08°50'24" W	18°41'41"
M	286.00	130.72	66.52	129.58	S 10°09'21" E	26°16'16"
N	286.00	102.33	51.72	101.79	S 34°30'00" E	20°30'02"
O	330.00	103.38	52.12	102.96	N 08°46'03" E	17°56'56"
P	244.00	31.69	15.87	31.67	N 41°01'47" W	07°26'27"
Q	200.00	13.73	6.87	13.73	N 42°40'00" W	03°56'02"
R	325.00	128.75	64.70	128.43	N 84°40'22" E	14°03'04"
S	20.00	3.29	1.67	3.29	N 57°32'22" W	09°37'36"
T	20.00	3.29	1.67	3.29	N 57°32'22" W	09°37'36"
U	20.00	3.29	1.67	3.29	N 57°32'22" W	09°37'36"
V	20.00	3.29	1.67	3.29	N 57°32'22" W	09°37'36"
W	185.00	57.24	28.85	57.01	S 03°54'41" E	17°43'34"
X	185.00	57.24	28.85	57.01	S 03°54'41" E	17°43'34"
Y	185.00	57.24	28.85	57.01	S 03°54'41" E	17°43'34"
Z	185.00	57.24	28.85	57.01	S 03°54'41" E	17°43'34"
AA	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
BB	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
CC	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
DD	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
EE	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
FF	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
GG	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
HH	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
II	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
JJ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
KK	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
LL	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
MM	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
NN	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
OO	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
PP	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
QQ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
RR	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
SS	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
TT	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
UU	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
VV	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
WW	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
XX	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
YY	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
ZZ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
AAA	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
BBB	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
CCC	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
DDD	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
EEE	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
FFF	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
GGG	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
HHH	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
III	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
JJJ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
KKK	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
LLL	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
MMM	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
NNN	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
OOO	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
PPP	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
QQQ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
RRR	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
SSS	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
TTT	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
UUU	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
VVV	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
WWW	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
XXX	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
YYY	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
ZZZ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
AAA	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
BBB	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
CCC	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
DDD	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
EEE	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
FFF	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
GGG	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
HHH	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
III	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
JJJ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
KKK	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
LLL	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
MMM	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
NNN	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
OOO	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
PPP	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
QQQ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
RRR	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
SSS	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
TTT	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
UUU	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
VVV	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
WWW	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
XXX	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
YYY	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
ZZZ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
AAA	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
BBB	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
CCC	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
DDD	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
EEE	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
FFF	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
GGG	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
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III	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
JJJ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
KKK	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
LLL	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
MMM	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
NNN	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
OOO	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
PPP	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
QQQ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
RRR	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
SSS	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
TTT	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
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VVV	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
WWW	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
XXX	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
YYY	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
ZZZ	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
AAA	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
BBB	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
CCC	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
DDD	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
EEE	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
FFF	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"
GGG	425.00	107.48	54.16	107.04	S 79°27'19" E	17°41'34"

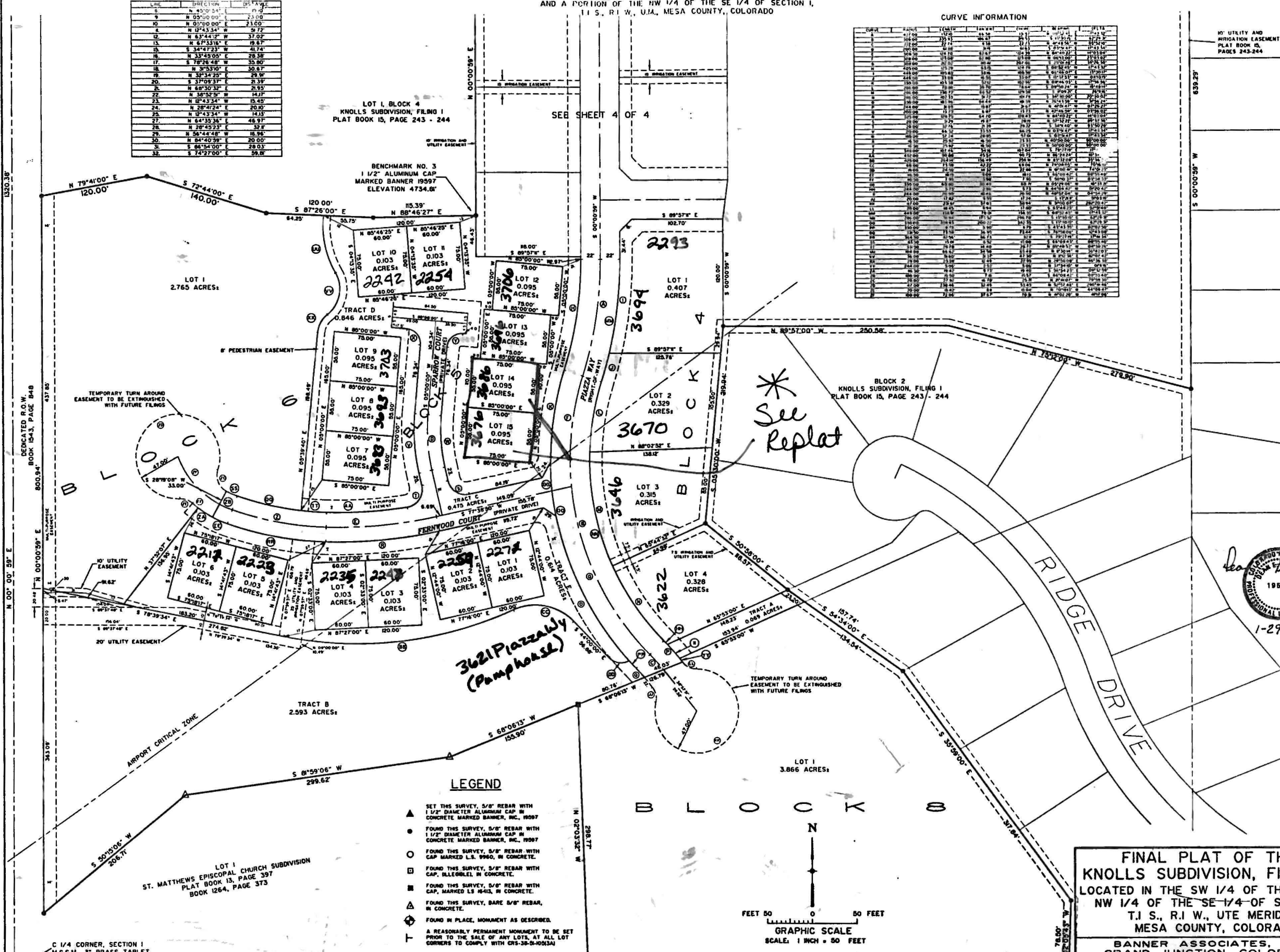
FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

LINE INFORMATION

LINE	DIRECTION	LENGTH
1	N 45°00'00" E	73.00
2	N 05°00'00" E	23.00
3	N 05°00'00" E	23.00
4	N 12°43'34" W	51.72
5	N 63°44'12" W	37.02
6	N 67°33'16" E	19.67
7	S 34°47'23" W	41.74
8	N 33°45'05" E	28.38
9	S 78°26'48" W	35.80
10	N 3°53'50" E	30.67
11	N 59°34'35" E	29.90
12	S 37°09'37" E	21.39
13	N 68°30'32" E	21.93
14	N 58°52'54" W	14.17
15	N 12°43'34" W	13.45
16	N 28°41'24" E	20.40
17	N 12°43'34" W	14.13
18	N 64°35'36" E	46.97
19	N 28°45'23" E	32.67
20	N 58°44'48" W	16.96
21	N 64°40'59" E	20.00
22	S 66°54'00" E	28.03
23	S 74°27'00" E	55.85

CURVE INFORMATION

CURVE	ACRES	CHORD	CHORD BEARING	CHORD LENGTH	ARC LENGTH	AREA	PERIMETER
1	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
2	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
3	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
4	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
5	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
6	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
7	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
8	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
9	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
10	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
11	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
12	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
13	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
14	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
15	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
16	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
17	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
18	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
19	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
20	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
21	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
22	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
23	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
24	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
25	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
26	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
27	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
28	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
29	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
30	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
31	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00
32	0.000	0.00	N 00°00'00" E	0.00	0.00	0.00	0.00



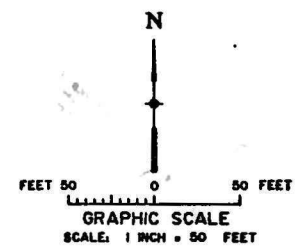
10' UTILITY AND
IRRIGATION EASEMENT
PLAT BOOK 13,
PAGE 243-244

PHEASANT RUN, SPRING VALLEY - FILING NO. SIX
PLAT BOOK 12, PAGE 164



LEGEND

- ▲ SET THIS SURVEY, 5/8\" REBAR WITH 1 1/2\" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8\" REBAR WITH 1 1/2\" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8\" REBAR WITH CAP MARKED L.S. 1996, IN CONCRETE.
- FOUND THIS SURVEY, 5/8\" REBAR WITH CAP, B.L.E.G.B.L.E. IN CONCRETE.
- FOUND THIS SURVEY, 5/8\" REBAR WITH CAP, MARKED L.S. 1943, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8\" REBAR, IN CONCRETE.
- ◆ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- † A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-100(13A)

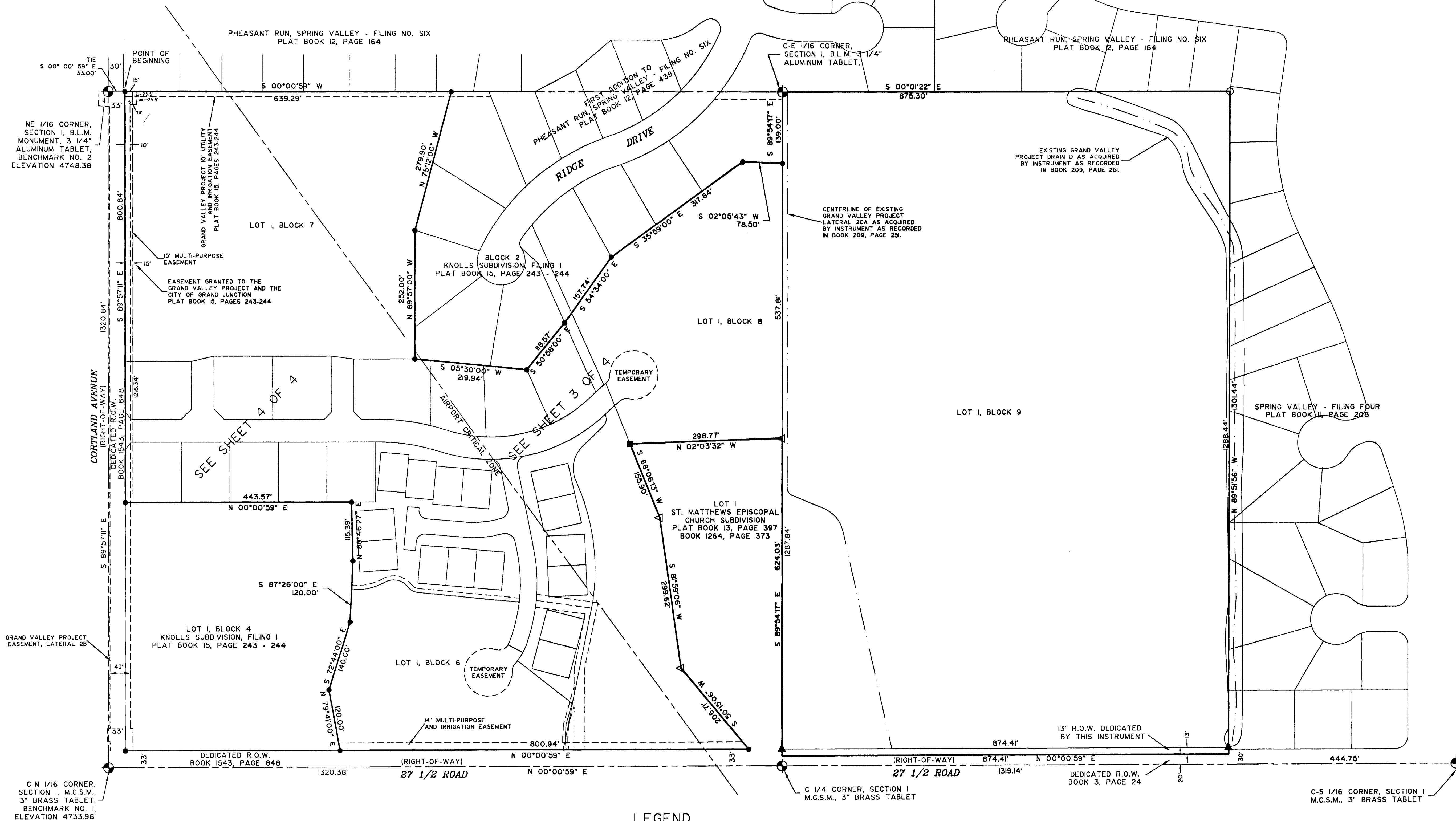


FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4,
NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

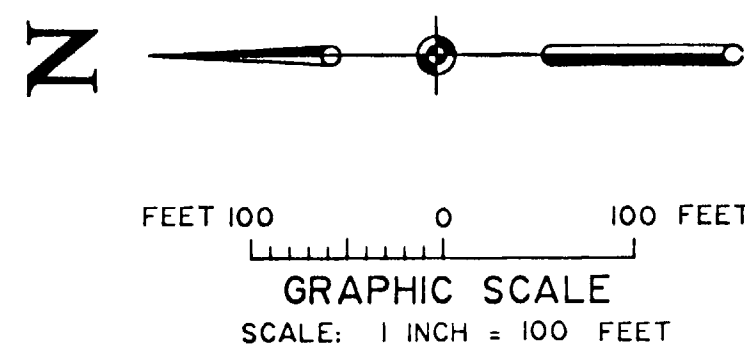
SCALE: 1\"/>

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1, AND LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO



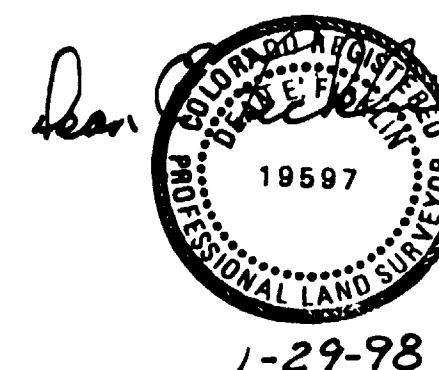
AREA SUMMARY

LOTS	5.161 AC.±	10.2%
TRACT A	1.506 AC.±	3.0%
TRACT B	0.069 AC.±	0.1%
TRACT C	2.593 AC.±	5.1%
TRACT D	0.475 AC.±	0.9%
TRACT E	0.846 AC.±	1.7%
TRACT F	0.614 AC.±	1.2%
LOT 1, BLK 6	2.765 AC.±	5.4%
LOT 1, BLK 7	7.015 AC.±	13.8%
LOT 1, BLK 8	3.866 AC.±	7.6%
LOT 1, BLK 9	25.871 AC.±	51.0%
TOTAL	50.781 AC.±	100%



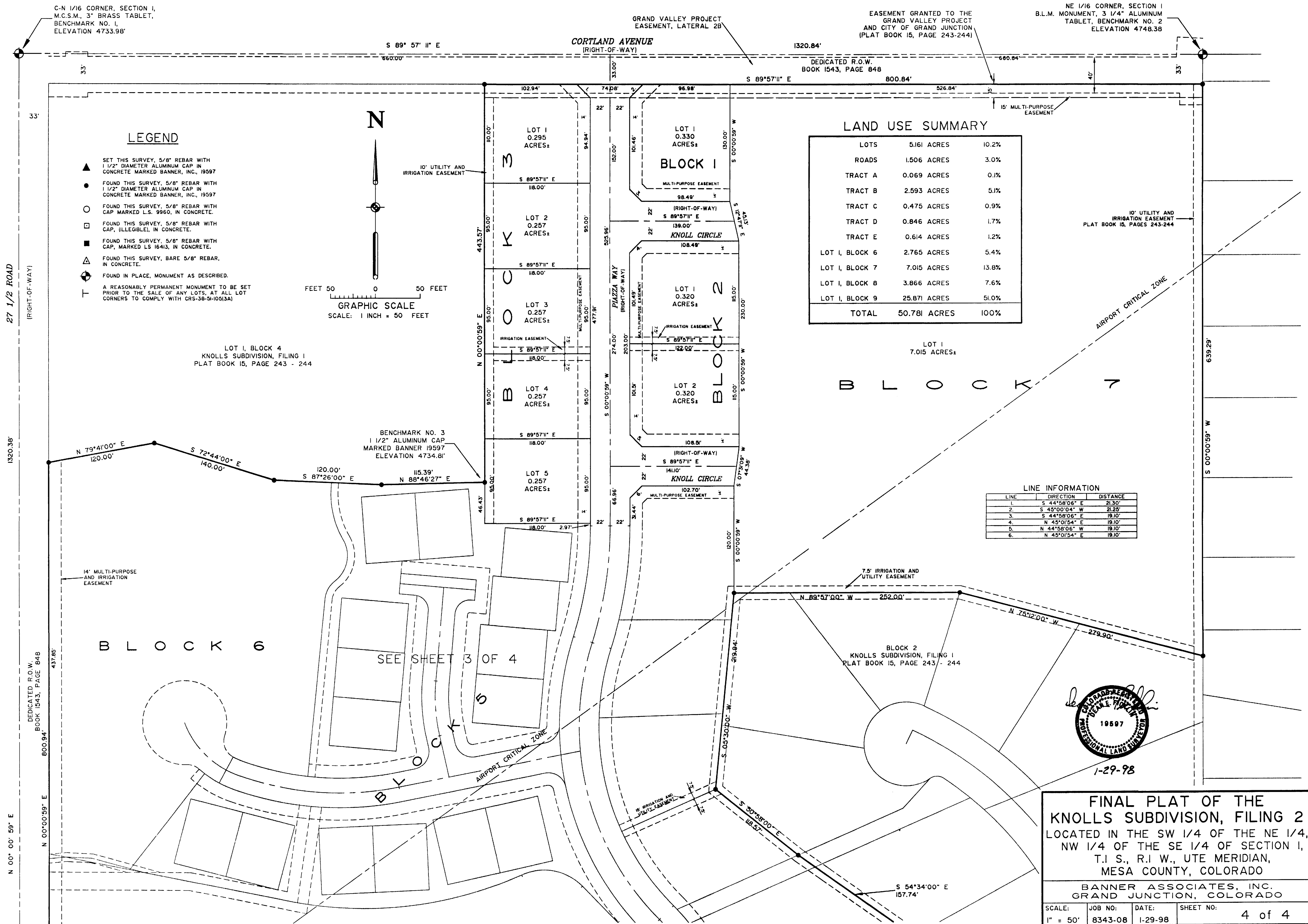
LEGEND

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ◆ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-5-105(3A)



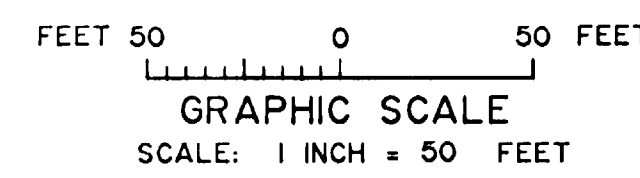
FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2 LOCATED IN THE SW 1/4 OF THE NE 1/4, NW 1/4 OF THE SE 1/4 OF SECTION 1, T.1 S., R.1 W., UTE MERIDIAN, MESA COUNTY, COLORADO			
BANNER ASSOCIATES, INC. GRAND JUNCTION, COLORADO			
SCALE: 1" = 100'	JOB NO: 8343-08	DATE: 1-29-98	SHEET NO: 2 of 4

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO



LEGEND

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ⊕ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-5-105(3A)

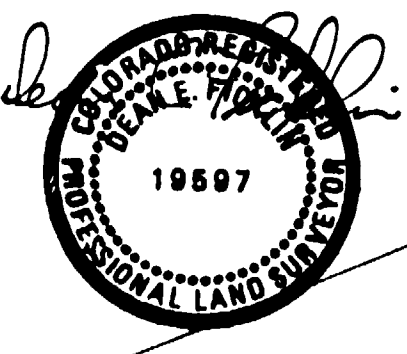


LAND USE SUMMARY

LOTS	5.161 ACRES	10.2%
ROADS	1.506 ACRES	3.0%
TRACT A	0.069 ACRES	0.1%
TRACT B	2.593 ACRES	5.1%
TRACT C	0.475 ACRES	0.9%
TRACT D	0.846 ACRES	1.7%
TRACT E	0.614 ACRES	1.2%
LOT 1, BLOCK 6	2.765 ACRES	5.4%
LOT 1, BLOCK 7	7.015 ACRES	13.8%
LOT 1, BLOCK 8	3.866 ACRES	7.6%
LOT 1, BLOCK 9	25.871 ACRES	51.0%
TOTAL	50.781 ACRES	100%

LINE INFORMATION

LINE	DIRECTION	DISTANCE
1.	S 44°58'06" E	21.30'
2.	S 45°00'04" W	21.25'
3.	S 44°58'06" E	19.10'
4.	N 45°01'54" E	19.10'
5.	N 44°58'06" W	19.10'
6.	N 45°01'54" E	19.10'



FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4,
NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE: 1" = 50'	JOB NO: 8343-08	DATE: 1-29-98	SHEET NO: 4 of 4
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FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2
A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1
AND A PORTION OF NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

* ACCESS ON THESE LOTS HAVE
RESTRICTIONS. SEE COVER PLAT.

C-N 1/16 CORNER, SECTION 1,
M.C.S.M., 3" BRASS TABLET,
BENCHMARK NO. 1,
ELEVATION 4733.98'

GRAND VALLEY PROJECT
EASEMENT, LATERAL 2B

EASEMENT GRANTED TO THE
GRAND VALLEY PROJECT
AND CITY OF GRAND JUNCTION
(PLAT BOOK 15, PAGE 243-244)

NE 1/16 CORNER, SECTION 1
B.L.M. MONUMENT, 3 1/4" ALUMINUM
TABLET, BENCHMARK NO. 2
ELEVATION 4748.38'

LEGEND

- ▲ SET THIS SURVEY, 5/8" REBAR WITH
1 1/2" DIAMETER ALUMINUM CAP IN
CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH
1 1/2" DIAMETER ALUMINUM CAP IN
CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH
CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH
CAP, MARKED L.S. 16413, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH
CAP, MARKED L.S. 16413, IN CONCRETE.
- △ FOUND THIS SURVEY, 5/8" REBAR,
IN CONCRETE.
- △ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- △ A REASONABLY PERMANENT MONUMENT TO BE SET
PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT
CORNERS TO COMPLY WITH CRS-38-9-105(3A)

GRAPHIC SCALE
SCALE: 1 INCH = 50 FEET

LOT 1, BLOCK 4
KNOLLS SUBDIVISION, FILING 1
PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 3
1 1/2" ALUMINUM CAP
MARKED BANNER 19597
ELEVATION 4734.8'

BLOCK 6

SEE SHEET 3 OF 4

5

LAND USE SUMMARY

LOTS	5.161 ACRES	10.2%
ROADS	1.506 ACRES	3.0%
TRACT A	0.069 ACRES	0.1%
TRACT B	2.593 ACRES	5.1%
TRACT C	0.475 ACRES	0.9%
TRACT D	0.846 ACRES	1.7%
TRACT E	0.614 ACRES	1.2%
LOT 1, BLOCK 6	2.765 ACRES	5.4%
LOT 1, BLOCK 7	7.015 ACRES	13.8%
LOT 1, BLOCK 8	3.866 ACRES	7.6%
LOT 1, BLOCK 9	25.871 ACRES	51.0%
TOTAL	50.781 ACRES	100%

LINE INFORMATION

LINE	DIRECTION	DISTANCE
1	S 44°58'06" E	21.30'
2	S 45°00'04" W	21.25'
3	S 44°58'06" E	19.10'
4	N 45°01'54" E	19.10'
5	N 44°58'06" W	19.10'
6	N 45°01'54" E	19.10'



FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4,
NW 1/4 OF THE SE 1/4 OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE: 1" = 50' JOB NO: 8343-08 DATE: 1-29-98 SHEET NO:

* SEE NOTE

REGARDING
ACCESS RESTRICTIONS

SEE BILL FOR

INFO

Packet Page 86

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 3
A REPLAT OF LOT 1, BLOCK 6 and LOT 1, BLOCK 7 OF KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 1,
T1 S., R1 W., U.M., MESA COUNTY, COLORADO

AREA SUMMARY

LOTS	6 869 AC ±	70.2%
ROADS	1 172 AC ±	12.0%
TRACT A	0 289 AC ±	3.0%
TRACT B	1 450 AC ±	14.8%
TOTAL	9 780 AC ±	100%

C-N 1/16 CORNER, SECTION 1,
MCSM, 3 BRASS TABLET,
BENCHMARK NO. 1,
ELEVATION 4733.98'

EASEMENT GRANTED TO THE
GRAND VALLEY PROJECT
AND THE CITY OF GRAND JUNCTION
(PLAT BOOK 15, PAGE 243-244)

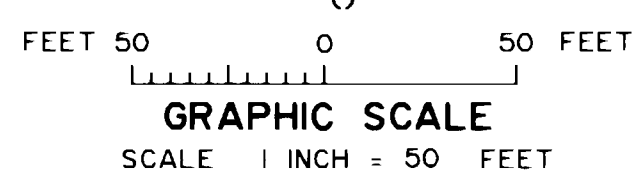
NE 1/16 CORNER, SECTION 1
MCSM - 3 ALUMINUM TABLET
BENCHMARK NO. 3
ELEVATION 4748.25'

LEGEND

- FOUND THIS SURVEY, 5/8" REBAR WITH
1 1/2" DIAMETER ALUMINUM CAP IN
CONCRETE MARKED BANNER, INC 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH
1 1/2" DIAMETER ALUMINUM CAP IN
CONCRETE MARKED BANNER INC 19597
- FOUND IN PLACE, MONUMENT AS DESCRIBED
- A REASONABLY PERMANENT MONUMENT TO BE SET
PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT
CORNERS TO COMPLY WITH CRS-38-5105(3A)

LINE INFORMATION

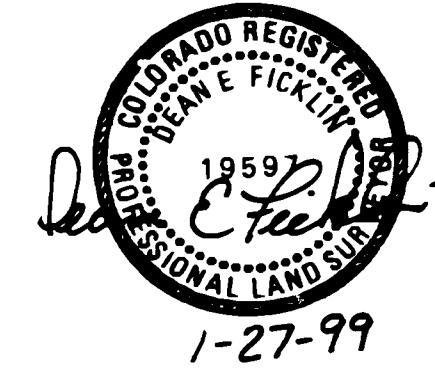
NO	BEARING	DISTANCE
1	N 46°41'57" E	32.01
2	S 06°28'15" E	52.07
3	N 47°35'23" E	40.74
4	N 11°45'52" W	135.92
5	N 42°02'43" W	75.81
6	N 51°04'15" W	35.69
7	N 45°10'52" W	13.89
8	S 01°56'34" E	10.10
9	N 19°25'45" E	45.81
10	S 29°38'18" E	42.07
11	S 72°44'00" E	13.70
12	S 72°44'00" E	2.06
13	S 87°26'00" E	20.13
14	S 73°11'00" E	3.96
15	N 16°49'00" E	15.14



LOT 1, BLOCK 4
KNOLLS SUBDIVISION, FILING 1
PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 2
1 1/2" ALUMINUM CAP
MARKED BANNER 19597
ELEVATION 4734.81'

CURVE INFORMATION											
A Δ = 53° 07' 49"	R = 20.00	L = 18.55	T = 10.00	C = 17.89	CB = S 63° 28' 55" W	17.89	CB = S 63° 28' 55" W	17.89	CB = S 63° 28' 55" W	17.89	CB = S 63° 28' 55" W
B Δ = 196° 13' 46"	R = 50.00	L = 171.24	T = 350.67	C = 99.00	CB = N 44° 58' 06" W	99.00	CB = N 44° 58' 06" W	99.00	CB = N 44° 58' 06" W	99.00	CB = N 44° 58' 06" W
C Δ = 53° 07' 48"	R = 20.00	L = 18.55	T = 10.00	C = 17.89	CB = N 26° 34' 54" E	17.89	CB = N 26° 34' 54" E	17.89	CB = N 26° 34' 54" E	17.89	CB = N 26° 34' 54" E
D Δ = 89° 58' 11"	R = 20.00	L = 31.41	T = 19.99	C = 28.28	CB = N 44° 58' 06" W	28.28	CB = N 44° 58' 06" W	28.28	CB = N 44° 58' 06" W	28.28	CB = N 44° 58' 06" W
E Δ = 53° 07' 49"	R = 20.00	L = 18.55	T = 10.00	C = 17.89	CB = N 26° 32' 56" W	17.89	CB = N 26° 32' 56" W	17.89	CB = N 26° 32' 56" W	17.89	CB = N 26° 32' 56" W
F Δ = 196° 17' 26"	R = 50.00	L = 171.30	T = 349.34	C = 98.99	CB = S 41° 56' 24" E	98.99	CB = S 41° 56' 24" E	98.99	CB = S 41° 56' 24" E	98.99	CB = S 41° 56' 24" E
G Δ = 53° 07' 49"	R = 20.00	L = 18.55	T = 10.00	C = 17.89	CB = N 63° 23' 17" W	17.89	CB = N 63° 23' 17" W	17.89	CB = N 63° 23' 17" W	17.89	CB = N 63° 23' 17" W
H Δ = 90° 01' 49"	R = 20.00	L = 31.43	T = 20.01	C = 28.29	CB = N 45° 01' 53" E	28.29	CB = N 45° 01' 53" E	28.29	CB = N 45° 01' 53" E	28.29	CB = N 45° 01' 53" E
I Δ = 73° 59' 21"	R = 50.00	L = 64.57	T = 37.67	C = 60.17	CB = N 73° 54' 41" E	60.17	CB = N 73° 54' 41" E	60.17	CB = N 73° 54' 41" E	60.17	CB = N 73° 54' 41" E
J Δ = 54° 18' 28"	R = 50.00	L = 47.39	T = 25.65	C = 45.64	CB = S 41° 56' 24" E	45.64	CB = S 41° 56' 24" E	45.64	CB = S 41° 56' 24" E	45.64	CB = S 41° 56' 24" E
K Δ = 67° 55' 57"	R = 50.00	L = 59.28	T = 33.68	C = 55.87	CB = N 19° 10' 48" W	55.87	CB = N 19° 10' 48" W	55.87	CB = N 19° 10' 48" W	55.87	CB = N 19° 10' 48" W
L Δ = 77° 47' 19"	R = 50.00	L = 67.88	T = 40.34	C = 62.79	CB = S 14° 13' 10" E	62.79	CB = S 14° 13' 10" E	62.79	CB = S 14° 13' 10" E	62.79	CB = S 14° 13' 10" E
M Δ = 59° 40' 04"	R = 50.00	L = 52.07	T = 28.67	C = 49.75	CB = S 54° 30' 32" W	49.75	CB = S 54° 30' 32" W	49.75	CB = S 54° 30' 32" W	49.75	CB = S 54° 30' 32" W
N Δ = 58° 50' 04"	R = 50.00	L = 51.34	T = 28.19	C = 49.12	CB = S 66° 14' 25" E	49.12	CB = S 66° 14' 25" E	49.12	CB = S 66° 14' 25" E	49.12	CB = S 66° 14' 25" E
O Δ = 76° 41' 23"	R = 100.00	L = 133.85	T = 79.10	C = 124.08	CB = N 23° 20' 11" W	124.08	CB = N 23° 20' 11" W	124.08	CB = N 23° 20' 11" W	124.08	CB = N 23° 20' 11" W
P Δ = 67° 08' 24"	R = 116.50	L = 136.52	T = 77.31	C = 128.84	CB = N 18° 33' 41" W	128.84	CB = N 18° 33' 41" W	128.84	CB = N 18° 33' 41" W	128.84	CB = N 18° 33' 41" W
Q Δ = 76° 41' 23"	R = 83.50	L = 111.76	T = 66.05	C = 103.61	CB = N 23° 20' 11" W	103.61	CB = N 23° 20' 11" W	103.61	CB = N 23° 20' 11" W	103.61	CB = N 23° 20' 11" W
R Δ = 59° 26' 26"	R = 20.00	L = 19.89	T = 10.86	C = 19.08	CB = N 43° 30' 14" E	19.08	CB = N 43° 30' 14" E	19.08	CB = N 43° 30' 14" E	19.08	CB = N 43° 30' 14" E
S Δ = 293° 58' 53"	R = 47.00	L = 241.15	T = 30.53	C = 51.21	CB = N 74° 59' 29" W	51.21	CB = N 74° 59' 29" W	51.21	CB = N 74° 59' 29" W	51.21	CB = N 74° 59' 29" W
T Δ = 56° 59' 26"	R = 20.00	L = 19.89	T = 10.86	C = 19.08	CB = S 13° 29' 12" E	19.08	CB = S 13° 29' 12" E	19.08	CB = S 13° 29' 12" E	19.08	CB = S 13° 29' 12" E
U Δ = 36° 42' 03"	R = 104.00	L = 66.62	T = 34.50	C = 65.48	CB = S 11° 30' 14" E	65.48	CB = S 11° 30' 14" E	65.48	CB = S 11° 30' 14" E	65.48	CB = S 11° 30' 14" E
V Δ = 82° 07' 42"	R = 36.00	L = 31.37	T = 19.89	C = 47.30	CB = S 11° 12' 36" W	47.30	CB = S 11° 12' 36" W	47.30	CB = S 11° 12' 36" W	47.30	CB = S 11° 12' 36" W
W Δ = 46° 36' 47"	R = 29.00	L = 23.59	T = 12.49	C = 22.95	CB = S 28° 56' 03" W	22.95	CB = S 28° 56' 03" W	22.95	CB = S 28° 56' 03" W	22.95	CB = S 28° 56' 03" W
X Δ = 12° 43' 08"	R = 331.50	L = 73.59	T = 36.95	C = 73.44	CB = N 76° 58' 06" W	73.44	CB = N 76° 58' 06" W	73.44	CB = N 76° 58' 06" W	73.44	CB = N 76° 58' 06" W
Y Δ = 08° 55' 40"	R = 83.50	L = 13.01	T = 6.52	C = 13.01	CB = N 66° 08' 42" W	13.01	CB = N 66° 08' 42" W	13.01	CB = N 66° 08' 42" W	13.01	CB = N 66° 08' 42" W
Z Δ = 09° 32' 59"	R = 116.50	L = 19.42	T = 9.73	C = 19.40	CB = N 56° 54' 23" W	19.40	CB = N 56° 54' 23" W	19.40	CB = N 56° 54' 23" W	19.40	CB = N 56° 54' 23" W



FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 3
LOCATED IN THE SW 1/4 OF
THE NE 1/4, OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE	JOB NO	DATE	SHEET NO
1" = 50'	8343-12	1-27-99	2 of 2

FPP-1998-0109
PR-2.7

TCP - 0
SIF-292.-
CENSUS-10
TRAFFIC-21

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 3
A REPLAT OF LOT 1, BLOCK 6 and LOT 1, BLOCK 7 OF KNOLLS SUBDIVISION, FILING 2
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 1,
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

AREA SUMMARY

LOTS	0.959 AC.	70.2%
ROADS	1.172 AC.	12.0%
TRACT A	0.289 AC.	3.0%
TRACT B	1.450 AC.	14.8%
TOTAL	9.780 AC.	100%

C-M 1/16 CORNER, SECTION 1,
M.C.S.M., 3" BRASS TABLET,
BENCHMARK NO. 1,
ELEVATION 4733.98'

GRAND VALLEY PROJECT
EASEMENT, LATERAL 20

EASEMENT GRANTED TO THE
GRAND VALLEY PROJECT
AND THE CITY OF GRAND JUNCTION
[PLAT BOOK 15, PAGE 243-244]

NE 1/16 CORNER, SECTION 1
M.C.S.M. - 3" ALUMINUM TABLET
BENCHMARK NO. 3
ELEVATION 4748.25'

LEGEND

- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND IN PLACE, MONUMENT AS DESCRIBED.
- A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-54-1003(A)

LINE INFORMATION

NO.	BEARING	DISTANCE
1.	N 45°41'57" E	32.01'
2.	S 05°28'18" E	32.07'
3.	N 47°35'23" E	40.74'
4.	N 11°45'52" E	135.92'
5.	N 42°02'43" W	75.81'
6.	N 01°04'15" W	35.69'
7.	N 45°10'32" W	13.89'
8.	N 01°56'34" E	10.10'
9.	N 19°25'45" E	45.81'
10.	S 29°38'18" E	42.07'
11.	S 72°44'00" E	13.70'
12.	S 72°44'00" E	2.08'
13.	S 07°26'00" E	20.13'
14.	S 73°11'00" E	3.98'
15.	N 16°48'00" E	15.14'

GRAPHIC SCALE
SCALE: 1 INCH = 50 FEET

LOT 1, BLOCK 4
KNOLLS SUBDIVISION, FILING 1
PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 2
1 1/2" ALUMINUM CAP
MARKED BANNER 1997
ELEVATION 4734.81'

CURVE INFORMATION

A	53° 07' 49"	R	20.00'	L	19.55'	T	10.00'	C	17.65'	CB	S 63° 28' 55" W
B	186° 13' 48"	R	30.00'	L	171.24'	T	250.87'	C	98.00'	CB	N 44° 58' 08" W
C	53° 07' 48"	R	20.00'	L	19.55'	T	10.00'	C	17.65'	CB	N 26° 34' 54" E
D	89° 58' 11"	R	20.00'	L	31.41'	T	19.99'	C	26.28'	CB	N 44° 58' 08" W
E	93° 07' 49"	R	20.00'	L	19.55'	T	10.00'	C	17.65'	CB	N 26° 34' 54" E
F	186° 17' 26"	R	20.00'	L	171.30'	T	349.34'	C	96.99'	CB	S 45° 01' 54" W
G	53° 07' 49"	R	20.00'	L	19.55'	T	10.00'	C	17.65'	CB	N 63° 23' 17" W
H	90° 01' 49"	R	20.00'	L	31.43'	T	20.01'	C	26.29'	CB	N 44° 58' 08" W
I	73° 59' 21"	R	20.00'	L	64.97'	T	37.67'	C	62.73'	CB	N 73° 01' 53" E
J	54° 18' 28"	R	20.00'	L	47.39'	T	25.65'	C	45.64'	CB	S 41° 56' 24" E
K	67° 35' 57"	R	20.00'	L	59.28'	T	33.88'	C	55.87'	CB	S 19° 10' 48" W
L	77° 47' 19"	R	20.00'	L	67.88'	T	40.34'	C	62.73'	CB	N 14° 13' 10" W
M	59° 40' 04"	R	20.00'	L	52.07'	T	28.67'	C	49.75'	CB	S 54° 30' 32" W
N	58° 50' 04"	R	20.00'	L	51.34'	T	28.19'	C	49.12'	CB	S 56° 14' 25" E
O	76° 41' 23"	R	20.00'	L	133.05'	T	78.10'	C	124.00'	CB	N 23° 20' 11" W
P	76° 41' 23"	R	20.00'	L	136.32'	T	77.31'	C	128.04'	CB	N 18° 33' 41" W
Q	293° 58' 53"	R	20.00'	L	111.75'	T	64.05'	C	103.61'	CB	N 23° 20' 11" W
R	56° 59' 28"	R	20.00'	L	19.89'	T	10.88'	C	19.06'	CB	S 11° 30' 14" E
S	36° 14' 03"	R	20.00'	L	36.62'	T	34.50'	C	63.46'	CB	S 11° 30' 14" E
T	56° 59' 28"	R	20.00'	L	19.89'	T	10.88'	C	19.06'	CB	S 11° 30' 14" E
U	56° 59' 28"	R	20.00'	L	19.89'	T	10.88'	C	19.06'	CB	S 11° 30' 14" E
V	82° 07' 42"	R	20.00'	L	51.60'	T	31.37'	C	47.30'	CB	S 11° 12' 38" W
W	48° 36' 47"	R	20.00'	L	23.59'	T	12.49'	C	22.95'	CB	S 28° 58' 03" W
X	12° 43' 08"	R	20.00'	L	73.59'	T	36.85'	C	73.44'	CB	N 78° 58' 04" W
Y	08° 58' 40"	R	20.00'	L	83.50'	T	13.01'	C	13.01'	CB	N 68° 06' 42" W
Z	08° 58' 40"	R	20.00'	L	116.50'	T	19.42'	C	19.42'	CB	N 54° 23' 23" W



FINAL PLAT OF THE
KNOLLS SUBDIVISION, FILING 3
LOCATED IN THE SW 1/4 OF
THE NE 1/4, OF SECTION 1,
T.1 S., R.1 W., UTE MERIDIAN,
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.
GRAND JUNCTION, COLORADO

SCALE:	JOB NO:	DATE:	SHEET NO.
1" = 50'	8343-12	1-27-99	2 of 2

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ACCEPTING FERNWOOD COURT IN THE
KNOLLS SUBDIVISION AS A PUBLIC STREET.**

Recitals:

In 2004 Fernwood Court, in the Knolls Subdivision, was platted as a private street due to road geometries not meeting City street design standards in place at the time at that time. Since then the City has adopted Transportation Engineering Design Standards (TEDS) which provide for alternative street designs. The City Development Engineer has compared Fernwood Court with the applicable TEDS standards and has determined that Fernwood Court satisfies the current standards and requirements for an alternative street design.

The Ravenna Hills Homeowners Association (RHHA) has submitted a request for the City to assume maintenance of Fernwood Court and has provided the approved TEDS exception study. A copy of that request is attached. The RHHA has agreed to pay for repairs to concrete and pay the cost to overlay the street in 2022 collectively "Maintenance Work" all to be performed to City standards. Because Fernwood Court was not dedicated to the City with the Knolls Subdivision approval, the HOA and OP Development Company LLC will need to execute Quit Claim Deeds to the City.

With the City Council's approval of this ordinance and following completion of the Maintenance Work, and recordation of the Deeds, the City will accept Fernwood Court as a public street of the City of Grand Junction.

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

Fernwood Court, as platted as part of *The Knolls Subdivision Filing 2* and *The Knolls Subdivision Filing 3* be accepted as a public street on satisfaction of the conditions and as otherwise provided herein.

Introduced on first reading this 3rd day of November 2021 and ordered published in pamphlet form.

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

ATTEST:

Wanda Winkelmann
City Clerk

C.B. McDaniel
President of the City Council



Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: November 3, 2021

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Introduction of an Ordinance Regarding the Zip Line at Las Colonias Lease Agreement and Second Amendment to Cooperative Agreement and Setting a Public Hearing for November 17, 2021

RECOMMENDATION:

Staff recommends setting the public hearing

EXECUTIVE SUMMARY:

Bonsai has agreed to build a 1000+ foot Zip Line from Eagle Rim Park to Las Colonias Park. After significant analysis and discussion among City staff and Bonsai, as well as two public meetings, the launch tower was selected to be located in a small landscaped area west of the western shelter at Eagle Rim. This site minimizes disturbance to surrounding neighbors, it allows for minimal interruption of existing park amenities and it affords an experience to the user that meets the goals of the Zip Line.

Included in the Council packet is a second amendment to the cooperative agreement with updated timelines, the ordinance, a site lease for the lease of the affected parkland and an operations and maintenance agreement. These documents lay out the timeline for the Zip Line planning, construction and opening. They specify the area to be leased to Bonsai to build the Zip Line launch. Lastly, the operations and maintenance agreement describes the operational plan for the Zip Line including such elements as cost, maintenance, safety and defining the roles of both Bonsai and the City.

The agreements specify Bonsai will build a Zip Line of at least a retail value of \$600,000 from Eagle Rim Park just west of the west shelter to Las Colonias Park on the north end of the butterfly pond. The Zip Line will be complete on or before May 31, 2022.

BACKGROUND OR DETAILED INFORMATION:

Bonsai Designs has been centrally involved in the evolution Las Colonias, especially with such signature elements as the River Park at Las Colonias and the Butterfly Lake. The Zip Line at Las Colonias is the next destination level amenity to be added to the park. As a part of the agreement and public-private partnership with Bonsai, Bonsai agreed to build and maintain the zipline.

The following documents are attached that put further definition to this amenity at Las Colonias:

1. The second amendment to the cooperative agreement.
2. The ordinance, site lease and the operations and maintenance agreement, including the legal descriptions of the leased land.
3. The final three Zip Line alignments considered by PRAB and attendees at the Zip Line public meeting.

The Parks and Recreation Advisory Board discussed the alignment for the Zip Line at their regularly scheduled August 5th meeting. After much discussion, Michele Vion made a motion for the Parks and Recreation Advisory Board to recommend supporting the green alignment/option 2 for the Zip Line between Eagle Rim and Las Colonias Parks. The motion was seconded by Kyle Gardner and carried unanimously (9-0). At the August 9 community meeting held at Eagle Rim, over 40 attendees discussed the Zip Line and its location at Eagle Rim. Thaddeus Schrader, CEO for Bonsai, was the lead presenter. After lengthy questions from surrounding residents, attendees voted for their preferred alignment. Nearly all attendees expressed a preference for the green launch location, the same as the PRAB.

FISCAL IMPACT:

There is no direct fiscal cost to the City resulting from this action. The Zip Line will generate an annual lease payment \$1,069 per year plus a revenue share of \$2 per adult participant and \$1 per youth participant.

SUGGESTED MOTION:

Set a public hearing for the Novbembe 17, 2021 City Council meeting.

Attachments

1. AGR-Second Amendment to Cooperative Agreement 102721 final
2. ORD-Zipline Lease Agreement 102921 clean final with exhibits
3. Bonsai Zip Line - Alternate Zip Layouts - 7-9-20214 (002)

SECOND AMENDMENT TO COOPERATIVE AGREEMENT

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT (“Second Amendment”) is entered into this __ day of _____, 2021 by and among GRAND JUNCTION ECONOMIC PARTNERSHIP, INC. (“GJEP”), a Colorado non-profit corporation, THE CITY OF GRAND JUNCTION, a Colorado home rule municipality (“City”) and BONSAI DESIGN, LLC, a Colorado limited liability company (“Bonsai”), BONSAI HOLDINGS, LLC, a Colorado limited liability company (“Bonsai Holdings”), BONSAI DEVELOPMENT, LLC, a Colorado limited liability company (“Bonsai Development”), and BONSAI AERIAL ADVENTURES – GRAND JUNCTION, LLC, a Colorado limited liability company (“Bonsai Aerial Adventures”). BONSAI, BONSAI HOLDINGS, BONSAI DEVELOPMENT and BONSAI AERIAL ADVENTURES shall be collectively referred to as “BONSAI ENTITIES.” Grand Junction Economic Partnership (GJEP), the City and Bonsai Entities may be referred to herein as the “Parties.”

RECITALS

A. The Parties entered into a Cooperative Agreement dated March 29, 2018 (“Agreement”).

B. Bonsai Development broke ground on construction of its headquarters building on the Leased Premises on June 1, 2020, a date past that contemplated in the Agreement. The City fulfilled its commitment under the Agreement and funded the Escrow Account to collateralize the Construction Loan to build the headquarters building.

C. The construction of the headquarters building is complete and the City has been requested to release the \$1,000,000 collateral (“Collateral.”) The City will release the Collateral: i) upon issuance by Mesa County Building Department of an unconditional Certificate of Occupancy (CO) for the headquarters building; and ii) the Bonsai Entities affirmation of binding and enforceable obligation(s) as provided in the Agreement and herein relating to the construction of the Zip Line Improvements.

D. In July 2020 the Agreement was amended (“Amendment”) to provide, among other things, that the final design and construction of the Zip Line Improvements described in Section 3e) of the Agreement and the construction schedule together with an opening date and operations plan, as contemplated by Section 3f) of the Agreement would be complete by August 1, 2021.

E. The August 1, 2021 date will not be met. Therefore, the Parties desire to specifically amend the Agreement and the Amendment to confirm the Bonsai Entities commitment to establish revised dates i) for completion of the construction of the Zip Line Improvements Plan as those are described in Section 3e) of the Agreement and as filed for Site

Plan approval with the Grand Junction Community Development Department as SPN 2021-336 and ii) for adoption of an operations plan together with an opening date as contemplated by Section 3f) of the Agreement, all of which are subject to approval and acceptance by the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants below, for which adequate consideration for the making and enforcement of thereof is acknowledged, the Parties agree as follows:

1. Subject to the conditions precedent set forth in Section 3e) of the Agreement and this Second Amendment, Bonsai Entities shall complete construction of the Zip Line Improvements on or before May 31, 2022.

2. Subject to the conditions precedent set forth in Section 3f) of the Agreement, Bonsai Entities shall develop and adopt an operations plan, subject to City review and approval, and establish an opening date for the Zip Line Improvements on or before December 31, 2021.

3. On or before December 1, 2021, the City and the Las Colonias Development Corporation, to the extent reasonably necessary or required, will amend the Master Lease to allow for Bonsai to lease or otherwise occupy real estate for the landing tower for the Zip Line Improvements.

4. On or before December 1, 2021, the City will lease to Bonsai for a period not to exceed 25 years the real estate located in Eagle Rim Park reasonably necessary or required for the launch tower for the Zip Line Improvements.

5. The lease rates for the landing tower and launch tower leases described in Sections 3 and 4 of this Second Amendment shall be commensurate with the square footage of the leased premises and Bonsai's current lease rates with Las Colonias Development Corporation.

6. All terms defined in the Agreement and the Amendment shall have the same meaning when used in this Second Amendment.

7. The foregoing Recitals are and shall be deemed substantive parts of this Amendment.

8. Except as expressly set forth in this Amendment, the Agreement shall continue in full force and effect.

DATED as of the day and year first above written.

BONSAI DESIGN, LLC
a Colorado limited liability company

By _____
Thaddeus Shrader, Managing Member

BONSAI HOLDINGS, LLC
a Colorado limited liability company

By _____
Thaddeus Shrader, Manager

BONSAI DEVELOPMENT, LLC
a Colorado limited liability company

By _____
Thaddeus Shrader, Manager

BONSAI AERIAL ADVENTURES – GRAND
JUNCTION, LLC
a Colorado limited liability company

By _____
Thaddeus Shrader, Manager

CITY OF GRAND JUNCTION
A Colorado home rule municipal corporation

By _____
Greg Caton, City Manager

GRAND JUNCTION ECONOMIC PARTNERSHIP,
INC., a Colorado nonprofit corporation

By _____
Steve Jozefczyk , Deputy Director

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LEASE WITHIN EAGLE RIM PARK FOR A ZIP
LINE LAUNCH AND A LEASE FOR A ZIP LINE LANDING WITHIN LAS
COLONIAS PARK**

Recitals:

The City of Grand Junction (City) and Bonsai Aerial Adventures (Bonsai) have agreed to certain terms and conditions by which the City will lease certain property within Eagle Rim and Las Colonias Parks for use as a zip line launch and landing. Those terms and conditions have been reduced to an agreement (Lease) by and between the City and Bonsai. The zip line launch and landing shall be referred collectively in the Lease as the "Bonsai Improvements" or may, as the context requires be referred to as "Eagle Rim Improvements" which are comprised of the zip line launch and the "Las Colonias Improvement" which is comprised of the zip line landing.

The primary term of the Lease shall be twenty-five years, with consideration for a renewed lease thereafter for a term to be then determined.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,
COLORADO AS FOLLOWS:**

Section 1. *Approval.* The Lease agreement for the Bonsai Improvements and the attached Exhibits, the legal descriptions, are hereby approved. The City Manager is hereby authorized to execute the Lease by and on behalf of the City of Grand Junction, Colorado.

Section 2. *Severability.* If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. *Safety Clause.* The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

PASSED, APPROVED AND ADOPTED ON FIRST READING this _____ day of
November 2021 by the City Council of the City of Grand Junction, Colorado.

PASSED AND APPROVED this ____ day of November 2021.

C.B. McDaniel
President of the City Council

Attest:

Wanda Winkelmann, City Clerk

ZIP LINE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is executed this ____ day of _____, 2021, by and between the City of Grand Junction, a Colorado home rule municipal corporation ("City"), whose address is 250 North 5th Street, Grand Junction, CO 81501, and Bonsai Aerial Adventures – Grand Junction, a Colorado limited liability company ("Lessee"), whose address is 1601 Riverfront Drive, Grand Junction, CO 81501.

Section 1. General

1.1 Consideration. City enters into this Lease in consideration of the payment by Lessee of the rents herein reserved and the keeping, observance and performance by Lessee of the covenants and agreements of Lessee herein contained.

1.2 Purpose. The purpose of this Lease is to permit Lessee to establish a dual zip line ("Zip Line") to be used for research and development, new and existing client marketing, demonstrations and training classes, and public use ("Zip Line Activities") within a portion of the Eagle Rim and Las Colonias Parks. Such Zip Line Activities shall be undertaken in accordance with the Cooperative Agreement dated March 29, 2018 as amended ("Cooperative Agreement") as supplemented by the Operational Plan ("Plan") which Plan is included by this reference as if fully set forth. The facilities to operate the Zip Line Activities installed or constructed by Lessee shall be referred to as the "Bonsai Improvements."

Section 2. Leased Premises and Term

2.1 Leased Premises. City hereby leases to Lessee, and Lessee hereby leases from City, the premises as defined in the Exhibits, attached, ("Leased Premises") for the Lease Term, subject to existing covenants, conditions, restrictions, easements, and encumbrances affecting the same. The employees, agents, and contractors of Lessee shall be afforded rights to access, operate and maintain the Leased Premises and the Zip Line Activities as agents of the Lessee under this Lease.

2.2 Lease Term. The primary term of this Lease shall be twenty-five years, commencing January 1, 2022 and ending January 1, 2046 ("Primary Term"). Upon the expiration of the Primary Term, if Lessee is not in default of this Lease, Lessee shall have the option to extend the lease term for one additional 15-year term, upon the same terms and conditions set forth in the Lease ("Option Term"). The Primary Term and Option Term, if applicable, shall be referred to herein as the "Lease Term." The Primary Term shall

automatically extend into the Option Term, unless Lessee gives notice to City of its election to terminate the Lease Term. Such notice shall be given to City not sooner than 180 days and not later than 90 days prior to the expiration of the Primary Term. As used herein, a "Lease Year" is the 12 months commencing on the anniversary date of the commencement of the Lease Term.

2.3 Covenant of Quiet Enjoyment. City covenants and agrees that, provided Lessee is not in default and keeps, observes and performs the covenants and agreements contained in this Lease, Lessee shall have quiet and peaceable possession of the Leased Premises over which the City has authority and such possession shall not be disturbed or interfered with by City. Lessee acknowledges and agrees that the Las Colonias Development Corporation ("LCDC") has authority over a portion of the Leased Premises and that a separate lease agreement and covenants will need to be secured from LCDC. Lessee, its employees, agents, and contractors and customers, shall have access to the Leased Premises only during normal hours of Eagle Rim and Las Colonias Parks, as prescribed in the Grand Junction Municipal Code (GJMC), and in accordance with the City and LCDC lease agreements.

2.4 Condition of Leased Premises. Lessee has inspected the condition of Leased Premises prior to execution of this Lease and accepts the same as being suitable for the intended use, which includes the construction of the Bonsai Improvements. Lessee covenants and agrees that, upon taking possession of the Leased Premises, Lessee shall be deemed to have accepted the Leased Premises "as is." The City makes no warranty or representation, express or implied, in respect to any of the Leased Premises or any part thereof either as to its fitness for use, design or condition for any particular use or purpose, or otherwise, as to the suitability of the Leased Premises for construction or maintenance of the Bonsai Improvements necessary or required to conduct the Zip Line Activities, it being agreed that all such risks are to be borne by Lessee.

2.5 Improvements to Leased Premises. No improvements shall be made to or constructed upon the Leased Premises unless and until the final plans and specifications for such improvements have been approved by City and LCDC. The Bonsai Improvements shall be constructed in strict accordance with such approved plans and specifications. Lessee shall not make any further alterations, additions or improvements to the Leased Premises and/or the Bonsai Improvements without obtaining the written consent of the City, which consent shall not be unreasonably withheld.

2.6 Permitted Use. Lessee shall use and occupy the Leased Premises solely for the purpose of constructing the Bonsai Improvements and conducting the Zip Line Activities. The Zip Line Activities shall be undertaken in accordance with the Cooperative Agreement and the Plan. Lessee shall submit an updated Plan for City review and approval biannually, by the

beginning of odd numbered years. Both parties reserve the right to review and request amendments or changes to the Plan during any Lease Year, as determined to be reasonably necessary. The Leased Premises shall not be used for any other purpose without the prior written consent of City, which City may withhold at its sole discretion. Lessee shall not use the Leased Premises for any other commercial activity other than the Zip Line Activities unless authorized by City through the issuance of a Special Events permit or amendment of this Lease.

2.7 Public Use of Leased Premises. The general public shall have access to use the Bonsai Improvements in accordance with the Plan. Lessee shall not be in violation or default of this Lease to the extent that it limits public access to those areas of the Leased Premises that Lessee and City agree in writing be inaccessible to the general public.

Section 3. Rent for Leased Premises

3.1 Rent.

Lessee covenants and agrees to pay to City, without offset, deduction or abatement, Rent for the full Lease Term. "Rent" is and shall be comprised of two parts, including Base Rent and Participation Rent.

Base Rent shall be established at prevailing commercial value of leasable land at Las Colonias at the time of execution and shall use the prevailing method of assessment of commercial land lease rate which is 4.5% of the Leased Premises per square foot sale value on an annual basis. Based on such methodology, the initial Base Rent shall be \$1,069.00 per year. Base Rent shall be due on January 2 of each Lease Year. Participation Rent shall be paid at a rate of: \$2 per adult participant, and \$1 per each youth participant when ticketed at full price; \$1 per adult or \$.50 per youth ticket sold under promotional or special rates; and no Participation Rent shall be due for School District 51 trips given preferential rates as part of school sponsored outings. Biannually on even numbered years, a 4% escalator shall be added to Base Rent and Participation Rent. School District 51 schools within the City Limits will be granted preferential rates for Zip line trips as part of school sponsored outings. Participation Rent shall be paid in arrears for each Lease Year by March 31 for the prior Lease Year. City shall have the right to review during Lessee's normal business days and hours on three days' written notice Lessee's participant records/records used to determine Participant Rent payable to the City.

3.2 Place of Payments.

Rent and other sum(s) payable by Lessee to City under this Lease and/or the Plan shall be paid to City at the address set forth above, or such other place as City may, from time to time, designate by written notice delivered by certified mail.

3.3 Base Rent Absolute.

Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Leased Premises, including any damage or destruction affecting the Leased Premises, and any action by governmental authority relating to or affecting the Leased Premises, except as otherwise specifically provided in this Lease.

Section 4. Insurance.

4.1 Casualty and Liability Insurance. Lessee agrees to procure and maintain, at its own cost, the following policies of insurance. Lessee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Lessee shall procure and maintain and shall cause each subcontractor of the Lessee to procure and maintain the minimum insurance coverages listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained from the date of commencement of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers Compensation insurance shall be held during the Lease Term by the Lessee to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this Lease. The Lessee's Employer's Liability insurance shall have a minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy for each employee.

B. Commercial General Liability insurance shall be held during the Lease Term by the Lessee with a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) for each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to the Leased Premises and the Zip Line Activities and operations in support or furtherance thereof on the Leased Premises.

The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall

contain a severability of interest's provision.

C. Only if automobiles are used in connection with the Zip Line Activities, Automobile Liability Insurance shall be held during the Lease Term by the Lessee with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non- owned vehicles assigned to or used in performance of the Zip Line Activities. The policy shall contain a severability of interest's provision.

The policies required above, except Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, its officers and employees, as an additional named insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Lessee. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be completed by Lessee's insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City. Each certificate shall identify the Lease and the Zip Line Activities arising out of and under the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of Lessee to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may in its discretion procure or renew any such policy or any extended connection therewith, and all monies so paid by the City shall be repaid by Lessee to the City upon demand, or the City may offset the cost of the premiums against any monies due to Lessee from the City.

The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as from time to time amended, or otherwise available to City, its

officers, or its employees,

Section 5. Utility, Operating, Maintenance and Repair Expenses.

5.1 Utility Charges. Lessee shall promptly pay all fees, taxes, costs and charges for all services, including trash, water, sewer, communications, and any other service(s) for Lessee's Zip Line Activities. If Lessee uses a service provided by City, Lessee shall pay City the fee(s) and charge(s) for the services.

5.2 Operating Expenses. Lessee covenants and agrees to pay all costs and expenses of the Zip Line Activities, including costs and expenses for utilities, labor, equipment and supplies associated with the Zip Line.

5.3 Maintenance and Repair Expenses. Lessee shall make, at Lessee's sole expense, all repairs to the Bonsai Improvements necessary to maintain the Bonsai Improvements in a safe operating condition in conformance with any regulatory requirements. Any damage or destruction to the Bonsai Improvements shall be promptly repaired or replaced by Lessee. This includes any and all vandalism, repairs of which must be completed by the Lessee. Lessee shall be responsible for constructing any necessary access (sidewalks, trails, paths) leading to the Bonsai Improvements located on the Leased Premises and maintaining the same in a safe condition. The City shall maintain the pathways and park lands not located within the Leased Premises to City standards.

5.4 Engineering. Engineering plans and drawings, operational manuals, inspection records and certifications of Lessee related to the Zip Line Activities shall be made available to City for inspection. All improvements shall be appropriate engineering and permitted by Mesa County Building Department and any other regulatory agency having jurisdiction.

Section 6. Other Covenants of Lessee

6.1 Use by Lessee. Lessee covenants and agrees to use the Leased Premises solely for the Zip Line Activities, operated in accordance with the Plan and in compliance with all rules and regulations, and any and all other zoning or ordinance restrictions required by any applicable governmental authority. The Zip Line Activities shall be conducted in a business-like manner and in conformance with all applicable regulations.

6.2 Compliance with Laws. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises in violation of any law, ordinance, order, rule or regulation of any governmental authority having jurisdiction and that the Leased Premises shall be used, kept and maintained

in compliance with any such law, ordinance, order, rule or regulation.

6.3 Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises which might impair or increase the cost of insurance maintained with respect to the Leased Premises or the Property, which might increase the insured risks or which might result in cancellation of any such insurance.

6.4 No Waste, Hazardous Waste, Hazardous Substances or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste or Hazardous Substances except that Lessee may use Hazardous Substances in the Leased Premises. The term Hazardous Substance as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release is either (i) regulated or monitored by any governmental authority or (ii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and or crude oil or any products, by products or fractions thereof.

6.5 No Hazardous Use. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Leased Premises which might be unsafe or hazardous to any person or property.

6.6 No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Leased Premises nor shall anything be done or kept on the Leased Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

6.7 No Mechanic's Liens. Lessee covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's, materialmen's or other lien(s) on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Leased Premises by, through or under Lessee. Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that, on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with interests and costs and will cause the lien to be released and any judgment satisfied.

6.8 Assignment and Subletting. Lessee shall not have the right to make

or permit a Transfer by Lessee, as defined herein, without the City's prior written consent, which consent may be withheld by City in its sole and absolute discretion. For purposes of this Lease, a "Transfer by Lessee" shall include an assignment of this Lease, a sublease of all or any part of the Leased Premises or any assignment, sublease, transfer, mortgage, pledge or encumbrance of all or any part of Lessee's interest under this Lease or in the Leased Premises, by operation of law or otherwise, or the use or occupancy of all or any part of the Leased Premises by anyone other than Lessee. Any such transfer shall not release Lessee of its obligations under this Lease. At the time the request for a Transfer is made, the proposed sub-Lessee or assignee shall submit complete financial statements and plan obligations to City.

6.9 Payment of Income and Other Taxes. Lessee covenants and agrees to pay promptly when due all personal property taxes on personal property of Lessee on the Leased Premises and all federal, state and local income taxes, sales taxes, use taxes, Social Security taxes, unemployment taxes and taxes withheld from wages or salaries paid to Lessee's employees.

6.10 City Right to Inspect and Leased Premises. Lessee covenants and agrees that City and the authorized representatives of City, including City's self-insurance pool, Colorado Intergovernmental Risk Sharing Agency (CIRSA), shall have the right but not the obligation to enter the Leased Premises at any reasonable time during ordinary business hours for the purposes of inspecting, repairing or maintaining the same or performing any obligations of Lessee, which Lessee has failed to perform. City shall be respectful of any customers present and shall schedule repair or maintenance, showing or inspection with Lessee prior to any such repair, showing or inspection.

6.11 Possible Acquisition by City and Possible Removal of Lessee's Equipment. At the end of the Lease Term, the City may purchase the Bonsai Improvements and all associated equipment at the then appraised value. If City chooses not to purchase, Lessee covenants and agrees to remove, at or prior to the expiration of the Lease Term and the lease extension if exercised, all of Lessee's Equipment, as hereinafter defined. "Lessee's Equipment" shall mean the Bonsai Improvements and all equipment, apparatus, machinery, signs, furniture, furnishings and personal property used in the Zip Line Activities. If such removal shall injure or damage the Leased Premises, Lessee covenants and agrees, at its sole cost and expense, at or prior to the expiration of the Lease Term, to repair such injury and damage in good and workmanlike fashion and to place the Leased Premises in the same condition as the Leased Premises are at the effective date of this Lease, except for any below grade improvements which shall be covered to grade.

6.12 Waiver by Lessee. Lessee waives and releases any claims Lessee may have against City or City's officers, agents or employees for loss,

damage or injury to person or property sustained by Lessee or Lessee's officers, agents, employees, guests, invitees or anyone claiming by, through or under Lessee resulting from any cause whatsoever other than the negligence or misconduct of City.

6.13 Marketing and Advertising. Commercial activity on public property is regulated by the Grand Junction Municipal Code. Lessee shall not erect, place or install any signage on the Leased Premises or conduct any commercial activity, other than the permitted Zip Line Activities, without obtaining written approval in advance from the City. Lessee may place temporary signage associated with a special event without prior written approval so long as Lessee removes the temporary signage within 72 hours after posting such sign. Lessee is responsible for obtaining all appropriate permits and approvals for signage.

6.14 Not Employees. Lessee's employees or its contractors are not employed by City. As a condition of this Lease, Lessee agrees that safety is paramount and all its employees and contractors will be subject to a driving record check, criminal background check and random drug testing.

Section 7. Defaults by Lessee

7.1 Defaults Generally. Each of the following shall constitute a "Default by Lessee" under this Lease:

A. Failure to Pay Rent or Other Amounts. A Default by Lessee shall exist if Lessee fails to pay when due, Rent or any other amounts payable by Lessee under the terms of this Lease, and such failure shall continue for 5 days after written notice from City to Lessee of such failure, provided however, that Lessee shall not be entitled to more than two notices of such failure during any Lease Year and if, after two such notices are given in any lease year, Lessee fails, during such Lease Year, to pay any such amounts within five (5) days of when due, such failure shall constitute a Default by Lessee without further notice by City.

B. Deviation from Plan.

I. A Default by Lessee shall exist if Lessee materially deviates from the standards (including but not limited to staff, days and hours of operation, and services to be provided) as set forth in the Plan beyond any cure period set forth in this section. In the event: (a) a deviation from the Plan continues for a period of 30 days after written notice from City to Lessee of such deviation during any Lease Year; or, if such deviation cannot be reasonably cured within such 30-day period, if Lessee shall not in good faith commence to cure such deviation within such 30-day period or shall not diligently proceed therewith to completion. Lessee shall not be entitled to more than two notices of deviation

during any Lease Year and if, after two such notices are given in any Lease Year, Lessee fails to cure such deviation within 30 days, such deviation shall constitute a Default by Lessee without further notice by City.

2. A Default by Lessee shall exist if Lessee fails to meet the minimum standard of 4,000 public Zip Line rides in a Lease Year. Upon receipt of notice by City of such Default by Lessee, Lessee shall have 12-months to cure. Should Lessee fail to meet the minimum standard of 4,000 public Zip Line rides for two consecutive years, City shall have the right to exercise any of its remedies set forth in Section 8, below.

C. Violation of Lease Terms. A Default by Lessee shall exist if Lessee breaches or fails to comply with any agreement, term, covenant or condition in this Lease applicable to Lessee, and such breach or failure to comply continues for a period of 30 days after written notice thereof by City to Lessee, or, if such breach or failure to comply cannot be reasonably cured within such 30-day period, if Lessee shall not in good faith commence to cure such breach or failure to comply within such 30-day period or shall not diligently proceed therewith to completion.

D. Transfer of Interest Without Consent. A Default by Lessee shall exist if Lessee's interest under this Lease or in the Leased Premises shall be transferred to any other party without City's prior written consent.

Section 8. City's Remedies

8.1 Remedies Generally. Upon the occurrence of any Default by Lessee, City shall have the right, at City's election, then or at any time thereafter, to exercise any of the remedies set forth in this Section 8.

8.2 Cure by City. In the event of a Default by Lessee, City may, at City's option, but without obligation to do so, and without releasing Lessee from any obligations under this Lease, make any payment or take any action as City may reasonably deem necessary or desirable to cure any such Default by Lessee in such manner and to such extent as City may reasonably deem necessary or desirable. City may do so after providing notice to Lessee, and Lessee's failure to cure the Default within twenty (30) days after notification. Lessee covenants and agrees to pay to City, within 30 days after demand, all reasonable advances, costs and expenses of City in connection with the making of any such payment or the taking of any such action, including reasonable attorney's fees, together with interest as hereinafter provided, from the date of payment of any such advances, costs and expenses by City. Action taken by City may include commencing, appearing in, defending or otherwise participating in any action or proceeding and paying, purchasing, contesting or compromising any claim, right, encumbrance, charge or lien with respect to the Leased Premises which the City, in its reasonable discretion, may deem

necessary or desirable to protect its interest in the Leased Premises and under this Lease.

8.3 Termination of Lease and Damages. In the event of a Default by Lessee, City may terminate this Lease, effective at such time as may be specified by written notice, delivered via certified mail, to Lessee, and demand (and, if such demand is refused, recover) possession of the Leased Premises from Lessee. If the City exercises this option, the City shall pay the Lessee for the current appraised value of improvements. In the event of termination of the Lease each party shall bear its own attorney fees and costs.

8.4 Repossession and Re-letting. In the event of Default by Lessee, City may reenter and take possession of the Leased Premises or any part thereof, without demand or notice, and repossess the same and expel Lessee and any party claiming by, under or through Lessee, and remove the Improvements as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Leased Premises by City shall be construed as an election by City to terminate this Lease unless a written notice, delivered via certified mail, of such intention is given to Lessee. No notice from City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by City to terminate this Lease unless such notice specifically so states. City reserves the right, following any reentry or re-letting, to exercise its right to terminate this Lease giving Lessee such written notice, delivered via certified mail, in which event the Lease will terminate as specified in said notice.

8.5 Suits by City. Upon Default by Lessee, actions or suits for the recovery of amounts and damages payable under this Lease may be brought by City from time to time, at City's election, and City shall not be required to await the date upon which the Lease Term would have expired to bring any such action or suit.

8.6 Attorneys' Fees and Costs. The prevailing party in any action or proceeding to enforce or interpret this Lease shall be awarded its reasonable costs and expenses, including attorney fees and costs. In the event of termination of the Lease each party shall bear its own attorney fees and costs.

8.7 Late Payment Penalty. Lessee covenants and agrees to pay to City a late payment penalty in the amount of 5% per month of any installment of Rent that Lessee fails to pay within five (5) days of when due.

8.8 Remedies Cumulative. Exercise of any of the remedies of City under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to City at law or

in equity.

Section 9. Surrender and Holding Over

9.1 Surrender upon Lease Expiration. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by City after any Default by Lessee, Lessee covenants and agrees to surrender possession of the Leased Premises to City, in the same condition as when Lessee first occupied the Leased Premises, except for any below grade improvements, which shall be covered to grade level.

Section 10. Miscellaneous

10.1 No Implied Waiver. No failure by City to insist upon the strict performance of any term, covenant or agreement contained in this Lease, no failure by City to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by Lessee, shall constitute a waiver of any such term, covenant or agreement, or a waiver of any such right or remedy, or a waiver of any such default by Lessee.

10.2 Survival of Provisions. Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions hereof which require observance or performance by City or Lessee subsequent to termination.

10.3 Covenants Independent. This Lease shall be construed as if the covenants herein between City and Lessee are independent, and not dependent, and Lessee shall be entitled to any offset against City permitted by Colorado Law, if City fails to perform its obligations under this Lease.

10.4 Covenants as Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

10.5 Lessee's Remedies. Lessee may bring a separate action against City for any claim Lessee may have against City under this Lease; provided Lessee shall first give written notice, via certified mail, thereof to City and shall afford City a period of twenty (20) days to cure any such default, or, if such default cannot be reasonably cured within such 20- day period, then City shall in good faith commence to cure such default within such 20- day period. In addition, Lessee shall send notice of such default by certified or registered mail, postage prepaid, to the holder of any mortgage or deed of trust covering the Leased Premises or any portion thereof of whose address Lessee has been notified in writing and shall afford such holder a reasonable opportunity to cure any default on City's behalf. Lessee shall be entitled to remedies under Colorado Law of any default by City hereunder.

10.6 Recording Memorandum. This Lease shall not be recorded without the express written consent of the City. If the City desires or consents to the recording of this Lease, the parties shall execute a Recording Memorandum containing the names of the parties, a description of the Leased Premises and the Lease Term.

10.7 Notices and Demands. All notices, demands or billings under this Lease shall be in writing, and shall be deemed properly given and received when actually given and received or 3 business days after mailing, if sent by registered or certified United states mail, postage prepaid, addressed to the party to receive the notice at the address set forth for such party in the first paragraph of this Lease or at such other address as either party may notify the other of in writing.

10.8 Time of the Essence. Time is of the essence under this Lease, and all provisions herein relating thereto shall be strictly construed.

10.9 Captions for Convenience. The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

10.10 Severability. If any provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

10.11 Governing Law. This Lease shall be interpreted and enforced according to the laws of the State of Colorado.

10.12 Entire Agreement. This Lease and any exhibits refined to herein, constitute the final and complete expression of the parties' agreements with respect to the Leased Premises and Lessee's occupancy thereof. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whet her oral or written, except as expressly set forth herein.

10.13 No Oral Amendment or Modifications. No amendment or modification of this Lease, and no approvals, consents or waivers by City under this Lease, shall be valid or binding unless in writing and executed by the party to be bound.

10.14 Relationship of City and Lessee. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of

City and Lessee.

I 0.15 Authority of Lessee. Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to deliver this Lease on behalf of Lessee and that this Lease is binding upon Lessee in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

BONSAI OPERATIONAL AND MAINTENANCE PLAN

Name of Business.

The City agrees that Bonsai Aerial Adventures – Grand Junction, LLC (“Lessee”) may operate its Zip Line Activities under a suitable tradename that is yet to be determined.

Lease Agreement.

The City and Lessee have entered into a separate Lease Agreement which terms are referenced within this Operational Plan. All operation and maintenance shall be performed in accordance with the 03/2019 ANSI-ACCT Standards, as such may be amended, revised or readopted. As leading industry experts, any operational, maintenance, training, and inspection parameters shall be developed by Lessee through the use of a qualified person. Lessee reserves the right to change or modify its operational and maintenance plan for any reason at any time. CIRSA shall also have oversight to evaluate these standards

Special Events.

Lessee acknowledges that its use of the Leased Premises for normal operations is distinguished from its use of the Leased Premises for or during special events at Las Colonias Park and/or Eagle Rim Park. The special events schedule and expectations will be reviewed and approved by both parties on an annual basis. Lessee acknowledges that there may be special events that prohibit the operation of the zip lines that are adjacent to one another during the duration of the event(s). Lessee reserves the right to charge a fee for non- operation requests and/or to deny non-operation requests based off of operational demand. City and Lessee have determined that ten days is the maximum number of special event days that may exclude the operation of the Zip Line Activities. City shall provide Lessee with 30 days' notice of any special event.

Lessee has the right to operate during and/or host its own special events as follows: Advanced requests/reservations from the public must be approved by both the Lessee and the City including the following uses:

- parties and ceremonies
- school group programs
- organizational development programs
- other occasions as deemed appropriate by Lessee

- Advanced requests from the City to the Lessee requires 30 days of notice
 - Local events/concerts/festivals, etc.
- Special zip line events as deemed appropriate by Lessee
 - nighttime zipping events. All such events must comply with existing City ordinance including but not limited to park hours and noise ordinances
 - early bird zipping events. All such events must comply with existing City ordinance including but not limited to park hours and noise ordinances
 - holiday/seasonal zipping events

Pricing.

Pricing for the Zip Line Activities for the public shall be reviewed and considered by the City and Lessee on an annual basis. Tiered pricing, resident discounts, group and special package deals are encouraged to provide opportunities appropriate for a variety of family income levels. Participation Rent shall be paid at a rate of \$2 per adult participant, and \$1 per each youth participant when ticketed at full price; and \$1 per adult or \$.50 per youth ticket sold under promotional or special rates; and no Participation Rent shall be due for School District 51 trips given preferential rates as part of school sponsored outings. Biannually on even numbered years, a 4% escalator shall be added to these rates. School District 51 schools within the City Limits will be granted preferential rates for Zip line trips as part of school sponsored outings. The City has reviewed Lessee's pricing structure set forth and has determined that the pricing is reasonable for the services to be provided. Lessee may, with the City's advance agreement, offer group rates, annual passes, punch passes, loyalty pricing and ride packages. All of these packages shall be based off the per zip pricing found below.

Persons 17 years of age and under: \$16 plus \$2 fee = \$18

Persons 18 years of age and over: \$19 plus \$2 fee = \$21

In accordance with the Cooperative Agreement between the City and Lessee, planning for physical improvements on the Lease Premises require coordination with Lessee. If City and Lessee agree at any time that the location and/or operation of any Bonsai Improvement(s) is unsatisfactory to the City, any cost for modification of any of the Bonsai Improvements will be borne solely by Lessee.

Non-Public Operation.

Lessee may operate conduct Zip Line Activities for non-public purposes as deemed appropriate by Lessee. Such non-public Zip Line Activities shall be exempt from the Participation Rent and this Plan and any revenue derived from non-public Zip Line Activities shall be the sole property of Lessee. Non-public Zip Line Activities include:

- staff training
- open enrollment training
- Research & Development purposes
- additional special trainings as requested and approved in advance with local entities such as law enforcement, fire department, EMS, etc.

In any event nonpublic Zip Line Activities shall comprise not more than 30% of the time scheduled for public Zip Line Activities during regular, open seasons described in the "Operational Requirements" paragraph below.

Financial Performance.

Information, including but not limited to total rides by year and month, about the operation of the Zip Line Activities shall be provided to the City on an annual basis by February 1 reflecting the previous Lease Year's ridership.

Inspection and Certification Requirements.

All Zip Line Activities shall be inspected and in conformance with the State of Colorado Division of Public Safety/Division of Oil and Public Safety requirements. Inspections shall be performed by a third-party inspector, ACCT (Association for Challenge Course Technology) certified, or an inspector associated with a qualified and approved company. CIRSA may also inspect the Zip Line Activities as CIRSA deems necessary. Lessee shall not use the Leased Premises in violation of any laws or for any purpose that is unlawful, unsafe and hazardous or in violation of any law or regulations. The Lessee shall not place, dispose of or store any material or substance on the Leased Premises that is illegal, hazardous or toxic, and shall not permit any other person to do so.

Operational Requirements.

It is desirable for both the City and Lessee to have a successful operation and meet certain performance standards. Lessee shall develop and execute a business plan, which will produce at least 4,000 annual rides per calendar year. One single Zip Line ride is counted as one ride and dual Zip Line rides are

counted as two rides.

Hours of operation will vary based on seasonal demand, public interest, and weather conditions. Lessee will use its best efforts to provide the following hours of public Zip Line Activities and operations:

- Memorial Day through Labor Day (Open 7 Days a Week)
 - Sunday – Wednesday: 12 pm – 8 pm
 - Thursday – Saturday: 12 pm – 10 pm
- Spring/Fall (Exact Dates TBD):
 - Friday – Sunday: 10 am – 6 pm
 - Monday – Thursday: Closed/Reservations Only
- Winter (Exact Dates TBD): Closed

Lessee will make reasonable attempts to make sure all information with regards to hours of operation and prices are up-to-date, and the operation shall be open for business as listed on website, signs and any other advertisements and/or marketing material. Lessee reserves the right to temporarily shut down Zip Line Activities due to low public demand, short staffing, weather, and technical issues. Change in operating hours shall be communicated to the public via property signage, website, social media, etc. The City logo shall be included in all marketing material to include the words: “in cooperation with the City of Grand Junction”.

Lessee shall maintain a ratio of two guides to ten guests or better and offer customer evaluations of each guide’s performance. Professional behavior is expected of each guide. A report reflecting and capturing customer satisfaction data will be created annually. This shall be included and provided to the City with the ridership information by February 1st.

Maintenance Requirements.

Lessee is responsible for maintenance of the Leased Premises and Bonsai Improvements. Lessee is required to keep the Bonsai Improvements in safe and effective operating condition for the duration of the lease. Lessee shall submit to the City by August 1, 2022 an industry typical maintenance schedule and plan. Maintenance shall be equivalent to or better than that of City for its parks operations. Lessee shall not be held responsible, financially or otherwise, any City construction or maintenance projects in or around the Leased Premises, including any surrounding park or trail construction project or maintenance.

Lessee Shall Provide.

Lessee will design, construct, and operate and maintain the Bonsai Improvements necessary to conduct the Zip Line Activities contemplated by the Lease, the Plan and the Cooperative Agreement.) Operation and maintenance obligations include but are not limited to providing trained staff, insurance at City established coverages, inspections and repairs.

The Agreement includes certain performance standards to ensure that the operation and services are provided in a consistent and appropriate manner. The Operational Plan includes more specific performance and operational standards and will be submitted to the Director of Parks and Recreation on an annual basis. If minimum performance standards are not met, the City has the option to terminate the Lease.

The City Shall Provide.

Shared use of restrooms, parking, trails, and other amenities of the Parks. Directional signage in collaboration with Lessee.

The "Leased Premises" – real property descriptions for the launch for the Zip Line at Eagle Rim Park and the landing tower at Las Colonias Park.

Exhibit A

A lease parcel of land being a portion of that parcel described in a deed filed under Reception Number 1796705, said lease parcel located in the SE 1/4 NW 1/4 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:

Commencing at the Center-West (C-W) 1/16 corner of said Section 24, and assuming the south line of said SE 1/4 NW 1/4 of Section 24 bears S89°56'29"W; thence N83°06'01"E a distance of 291.94 feet to the Point of Beginning; thence N9°32'02"W a distance of 43.55 feet to the beginning of a curve concave to the southeast having a radius of 150.20 feet, a central angle of 06° 42' 41" and a chord which bears N57°16'39"E 17.58 feet; thence northeasterly along said curve a distance of 17.59 feet; thence S43°44'13"E a distance of 14.67 feet; thence S9°32'02"E a distance of 39.58 feet; thence S50°27'58"W a distance of 13.65 feet; thence N66°53'29"W a distance of 14.95 feet to the Point of Beginning, said parcel containing 1235 Square Feet or 0.028 Acres more or less.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 08-31-2021
SCALE: N/A
APPR. BY: T.P.

Portion of 2945-243-00-272
Reception Number 1796705
Located in the NW 1/4 of Sec. 24, T. 1S., R. 1W.
Ute Meridian, City of Grand Junction
Mesa County, Colorado



Exhibit B

Riverfront Drive

Line Table

LINE	BEARING	HORIZ DIST
L1	N 9°32'02" W	43.55'
L2	S 43°44'13" E	14.67'
L3	S 9°32'02" E	39.58'
L4	S 50°27'58" W	13.65'
L5	N 66°53'29" W	14.95'

Rec. No. 1796705
1625 Riverside Drive
City of Grand Junction
Parcel No.
2945-243-00-272

N 57°16'39" E
LC=17.58'
R=150.20'
A=17.59'
D=6°42'41"

P.O.C.

C-W 1/16 Section 24

N83°06'01"E 291.94'

Basis of Bearings, South Line SE 1/4 NW1/4

S89°56'29"W

P.O.B.

Edge of Water - Butterfly Pond

ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
SEC. SECTION
T. TOWNSHIP
R. RANGE
Rec. Reception
No. Number
HORIZ DIST Horizontal Distance

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 50 ft.

Lineal Units = U.S. Survey Foot



DRAWN BY: R. B. P.
DATE: 08-31-2021
SCALE: 1" = 50'
APPR. BY: T.P.

Portion of 2945-243-00-272
Reception Number 1796705
Located in the NW 1/4 of Sec. 24, T. 1S., R. 1W.
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

Exhibit A

A lease parcel of land being a portion of Lot 2, O.M.M.S. SUBDIVISION FILING ONE, a plat filed for record under Reception Number 2835113, said Lot 2 located in the SW 1/4 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:

Commencing at an angle point on the south line of said lot 2, said angle point being the western terminus of that line labeled as N89°52'14"W 700.95' on said record plat, and assuming the portion of the south line of Lot 2 extending easterly from the Point of Commencement bears N89°52'14"W with all other bearings contained herein being relative thereto; thence N40°35'04"W a distance of 186.26 feet to the Point of Beginning; thence N53°38'17"W a distance of 12.33 feet; thence N42°43'55"W a distance of 6.20 feet; thence N33°44'58"W a distance of 6.17 feet; thence N20°09'35"W a distance of 6.16 feet; thence N11°27'09"W a distance of 2.85 feet; thence N3°22'22"W a distance of 4.05 feet; thence N6°21'43"E a distance of 5.22 feet; thence N17°04'48"E a distance of 4.61 feet; thence N27°06'03"E a distance of 6.17 feet; thence N40°34'18"E a distance of 6.17 feet; thence N73°36'06"E a distance of 11.02 feet; thence S9°10'55"E a distance of 18.50 feet; thence S27°35'44"W a distance of 11.05 feet; thence S7°46'23"E a distance of 24.67 feet to the Point of Beginning, said parcel containing 744 Square Feet or 0.017 Acres more or less.

Authored by: Renee B. Parent, CO LS38266
 City Surveyor
 City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number

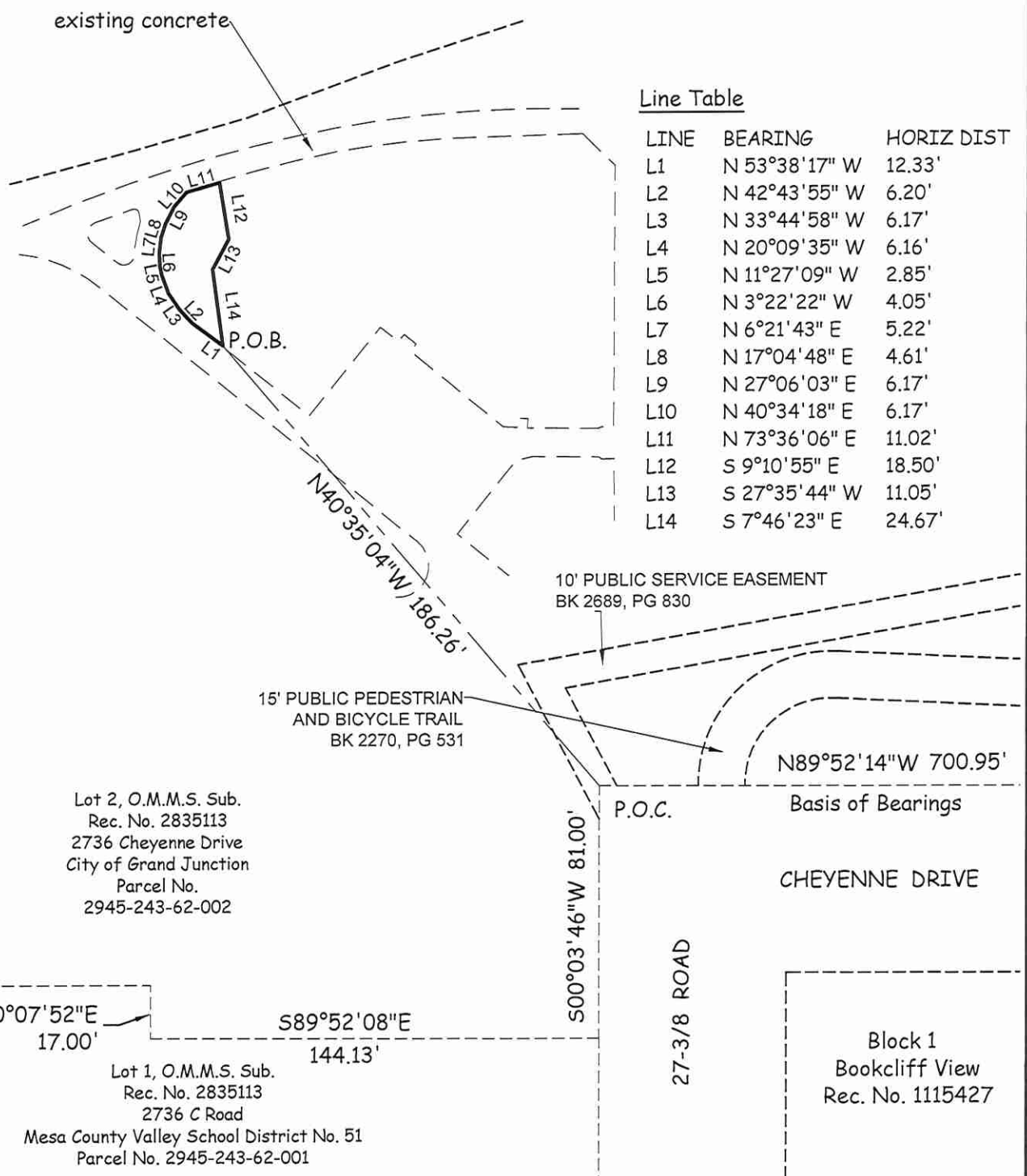
The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
 DATE: 08-31-2021
 SCALE: N/A
 APPR. BY: T.P.

Portion of 2945-243-62-002
 LOT 2, O.M.M.S. SUBDIVISION FILING ONE
 Located in the SW ¼ of Sec. 24, T. 1S., R. 1W.
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



Exhibit B



ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
SEC. SECTION
T. TOWNSHIP
R. RANGE
Rec. Reception
No. Number
HORIZ DIST Horizontal Distance

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 50 ft.

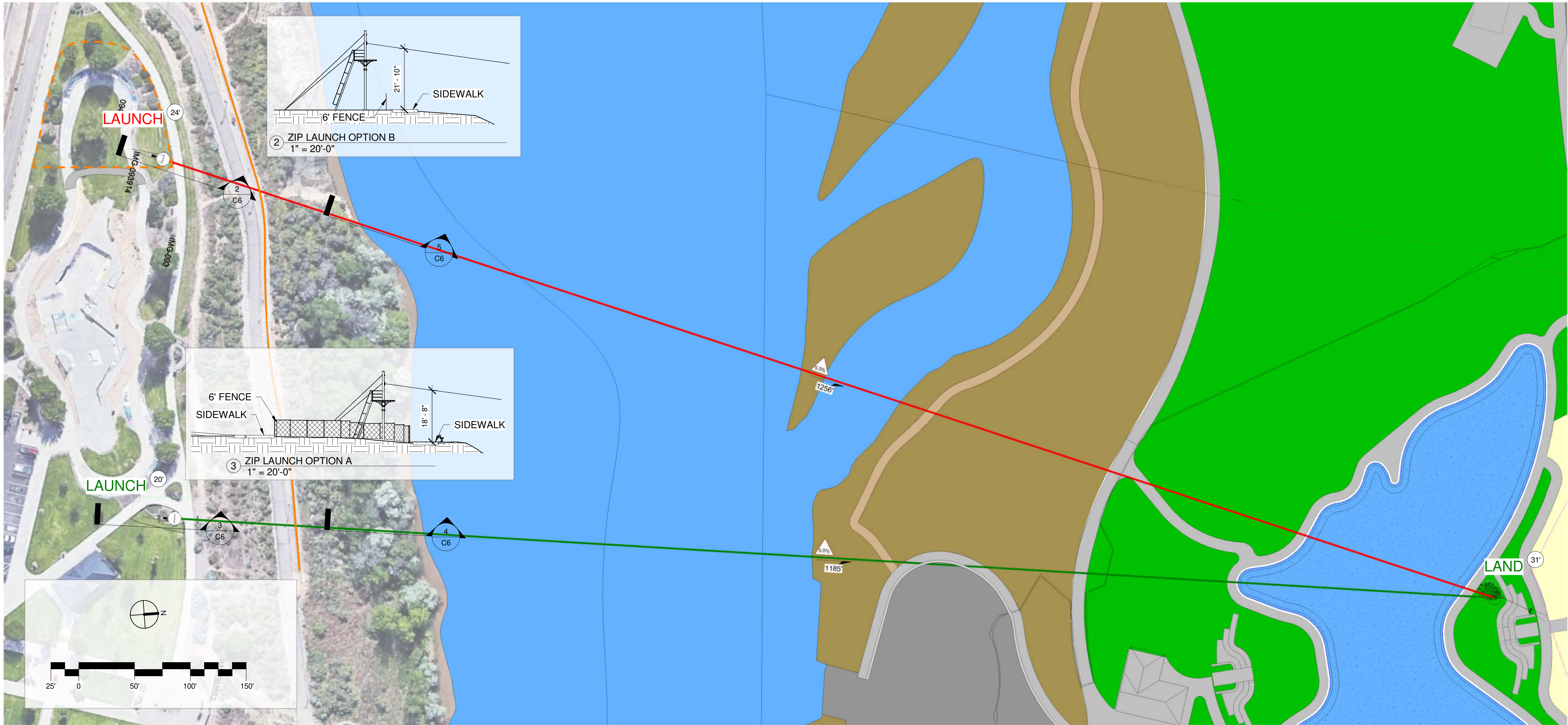
Lineal Units = U.S. Survey Foot



DRAWN BY: R.B.P.
DATE: 08-31-2021
SCALE: 1" = 50'
APPR. BY: T.P.

Portion of 2945-243-62-002
LOT 2, O.M.M.S. SUBDIVISION FILING ONE
Located in the SW $\frac{1}{4}$ of Sec. 24, T. 1S., R. 1W.
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO



GENERAL NOTES

- BONSAI DESIGN RESERVES & MAINTAINS THE SOLE RIGHT TO DETERMINE APPROPRIATE DESIGN THROUGH EITHER INTERNAL AND/OR EXTERNAL EXPERTISE PER BONSAI'S DISCRETION.
- ALL DESIGN CONSIDERATIONS LISTED WITHIN THIS DOCUMENT ARE SUBJECT TO MODIFICATION UPON FURTHER REVIEW OF DESIGN REQUIREMENTS.

PAGE NOTES

CATENARY PROFILE LEGEND

- STRAIGHT LINE PROFILE
- UNLOADED PROFILE
- 20' CLEARANCE PROFILE

	AARON DOVE	THADDEUS SHRADER	06/02/2021
REV #	DRAWN BY	DESIGN BY	DATE

REVISION HISTORY		
NO.	DATE	DESCRIPTION

FIRM NAME AND ADDRESS

BONSAI

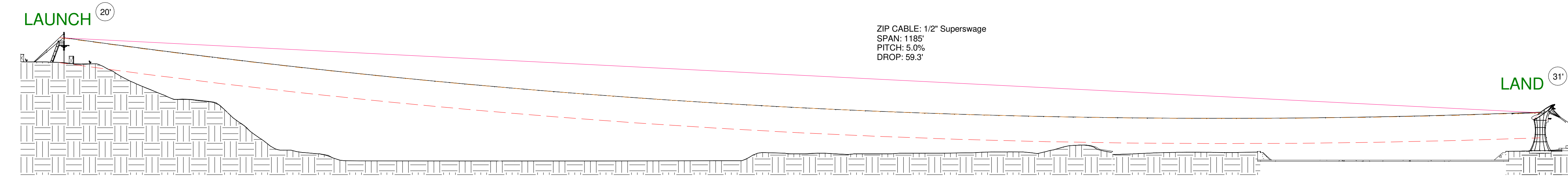
201 South Avenue
Grand Junction, CO 81501
1-888-665-4697
970-255-7393

CLIENT NAME AND ADDRESS

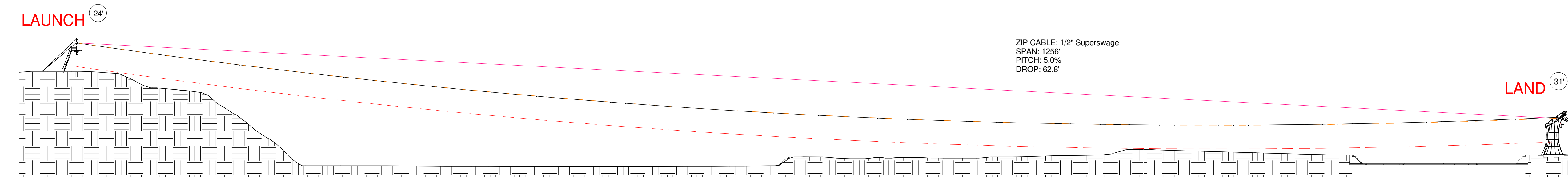
BONSAI DESIGN

ALTERNATE ZIP LAYOUTS	
PROJECT NAME LAS COLONIAS ZIP LINE	SHEET C6
DATE 7/9/2021 9:56:37 AM	
SCALE As indicated	

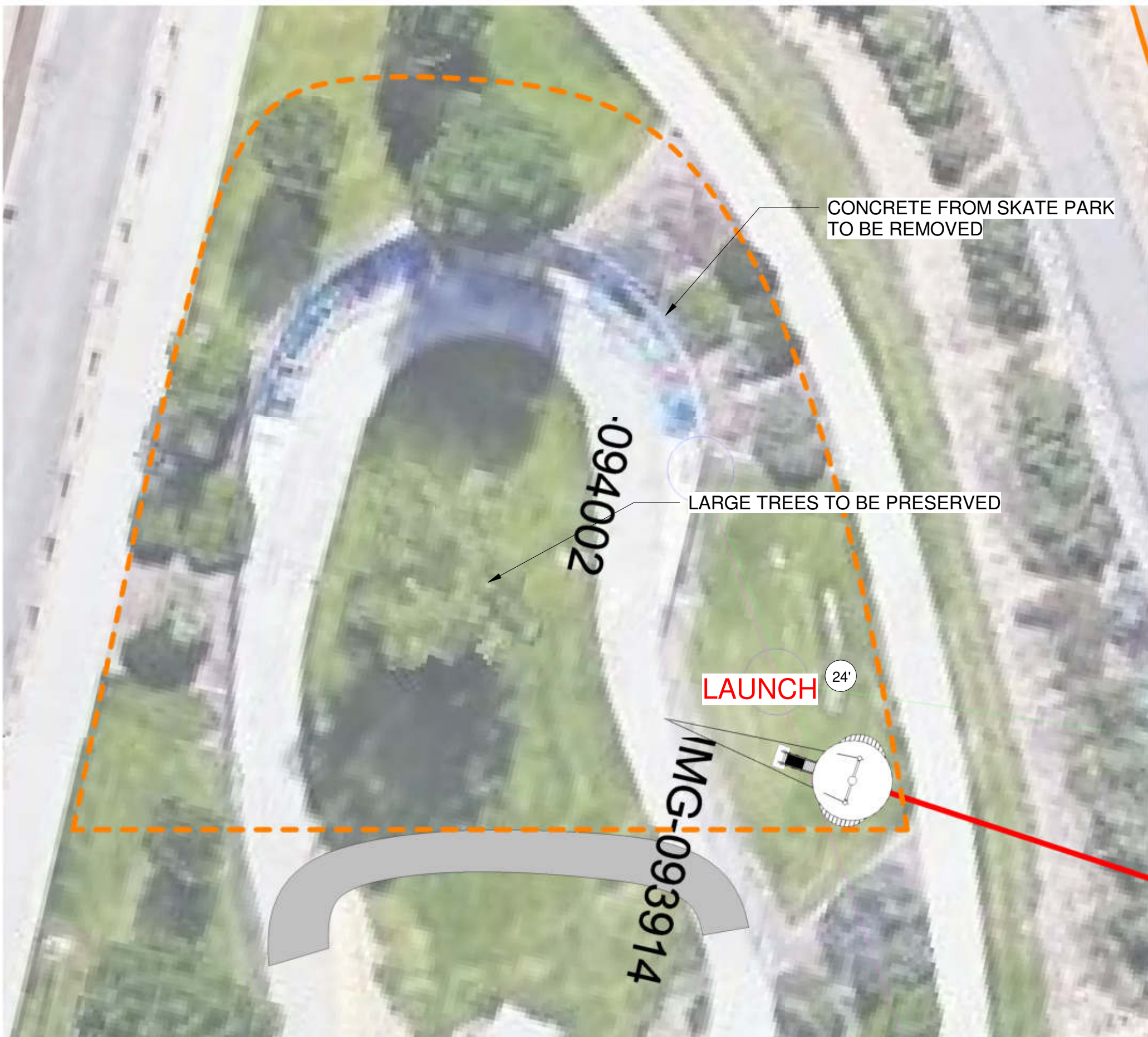
1 ALTERNATE ZIP LAYOUTS
1" = 50'-0"



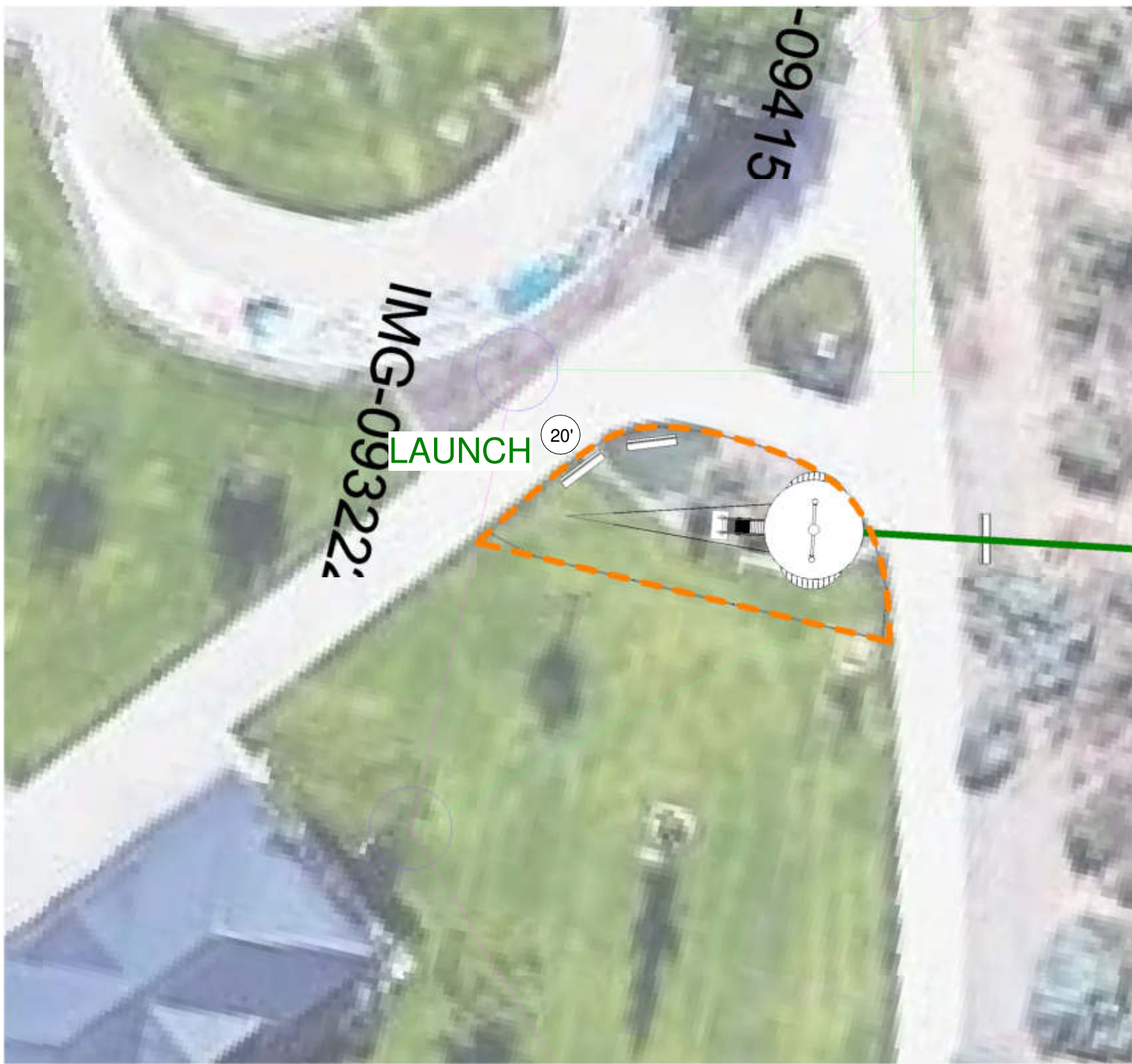
4 ZIP OPTION A
1" = 50'-0"



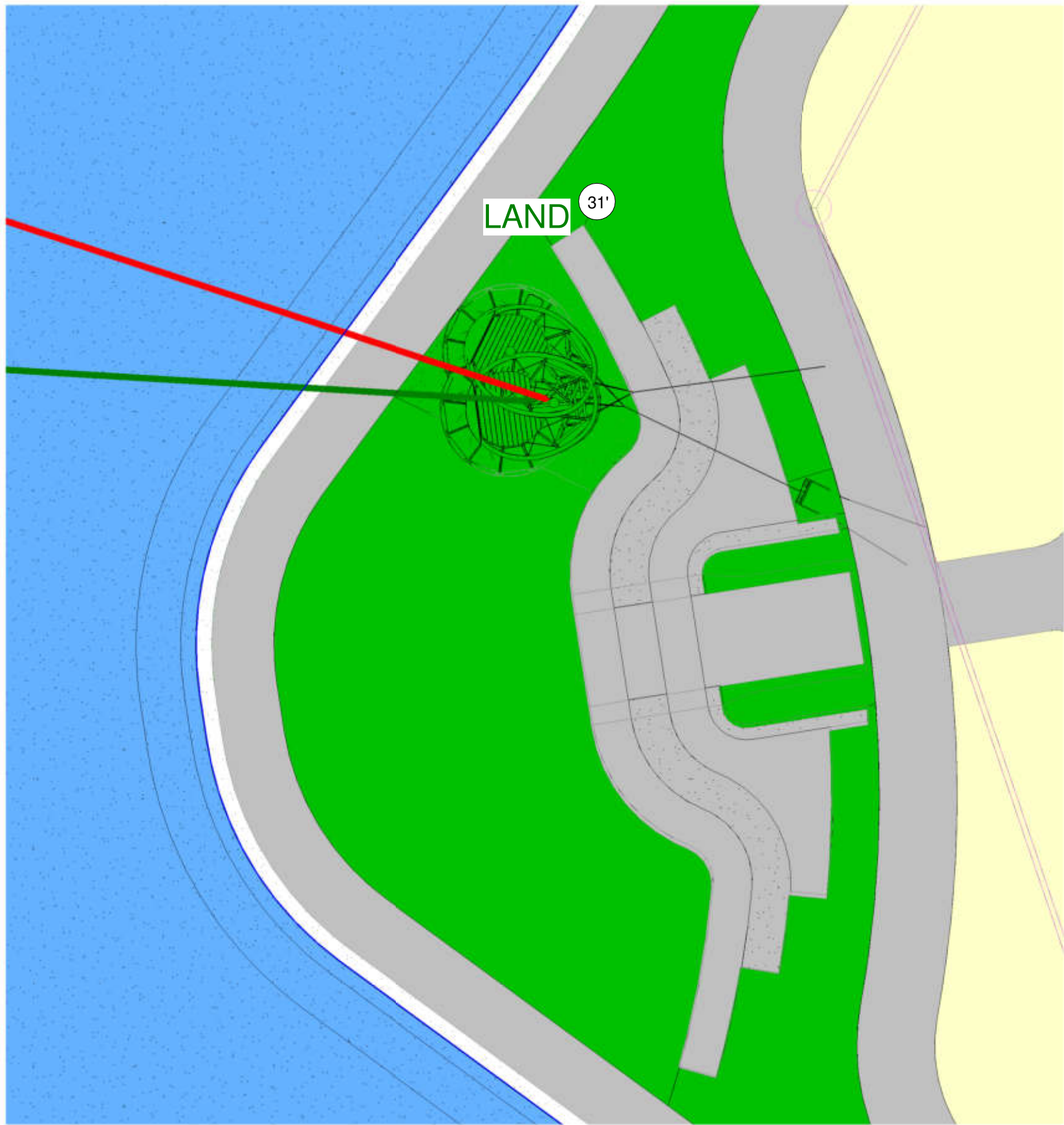
5 ZIP OPTION B
1" = 50'-0"



① OPTION B LAUNCH
1/16" = 1'-0"



② OPTION A LAUNCH
1/16" = 1'-0"



③ LANDING ZONE
1/16" = 1'-0"

GENERAL NOTES

- BONSAI DESIGN RESERVES & MAINTAINS THE SOLE RIGHT TO DETERMINE APPROPRIATE DESIGN THROUGH EITHER INTERNAL AND/OR EXTERNAL EXPERTISE PER BONSAI'S DISCRETION.
- ALL DESIGN CONSIDERATIONS LISTED WITHIN THIS DOCUMENT ARE SUBJECT TO MODIFICATION UPON FURTHER REVIEW OF DESIGN REQUIREMENTS.

PAGE NOTES

REV #	DRAWN BY	DESIGN BY	DATE
	AARON DOVE	THADDEUS SHRADER	06/02/2021

REVISION HISTORY

NO.	DATE	DESCRIPTION
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FIRM NAME AND ADDRESS

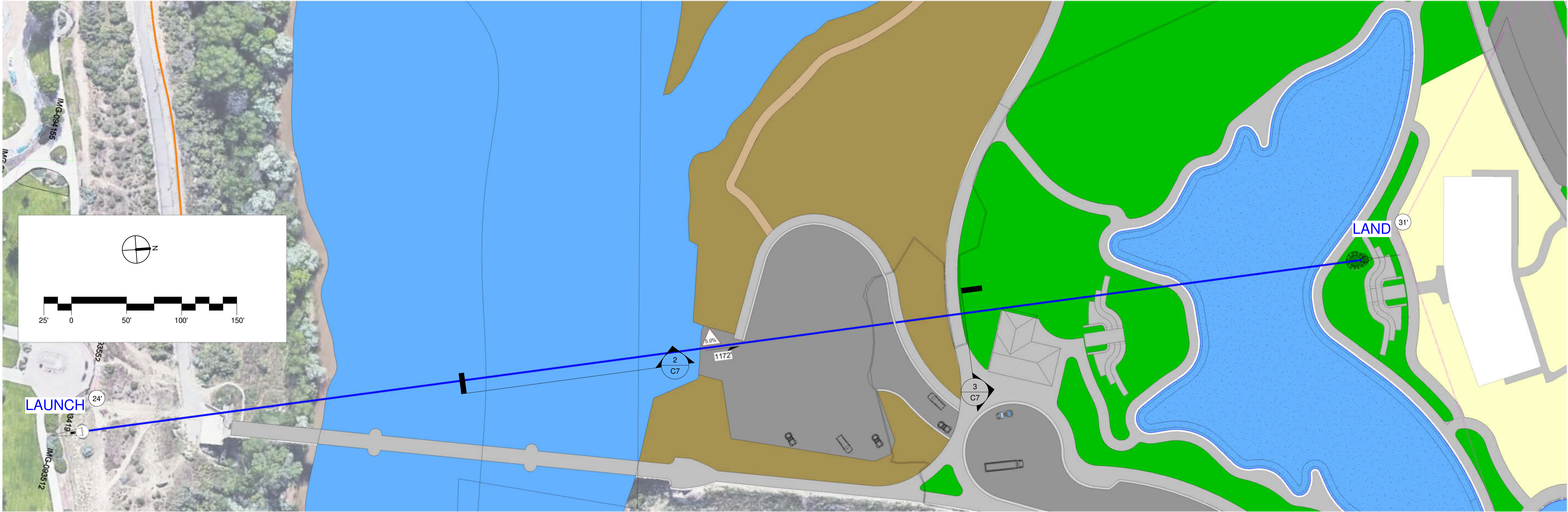


CLIENT NAME AND ADDRESS

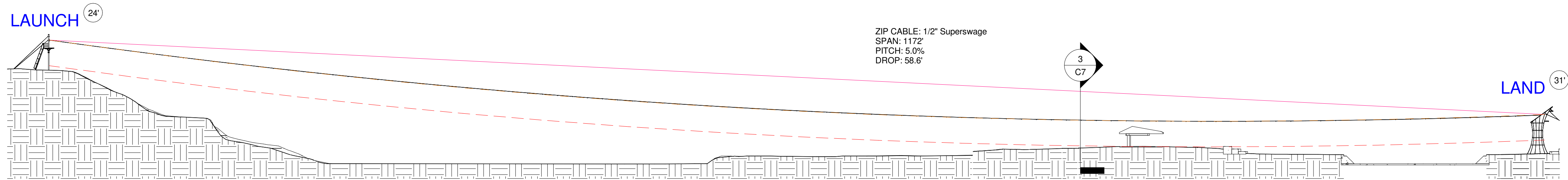
BONSAI DESIGN

CLOSE UP VIEW

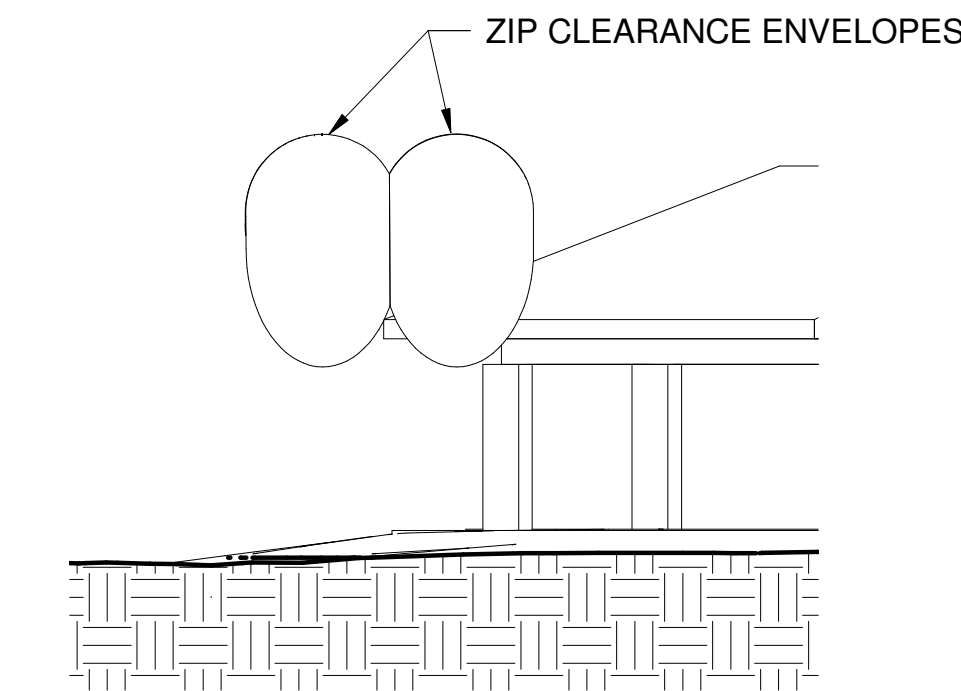
PROJECT	TIME	SCALE	SHEET
LAS COLONIAS ZIP LINE	7/9/2021 9:56:53 AM	1/16" = 1'-0"	C6.1



1 ALTERNATE ZIP LAYOUT OPTION C
1" = 50'-0"



2 ZIP C
1" = 50'-0"



3 ZIP INTERACTION WITH BUILDING
1" = 10'-0"

GENERAL NOTES

- BONSAI DESIGN RESERVES & MAINTAINS THE SOLE RIGHT TO DETERMINE APPROPRIATE DESIGN THROUGH EITHER INTERNAL AND/OR EXTERNAL EXPERTISE PER BONSAI'S DISCRETION.
- ALL DESIGN CONSIDERATIONS LISTED WITHIN THIS DOCUMENT ARE SUBJECT TO MODIFICATION UPON FURTHER REVIEW OF DESIGN REQUIREMENTS.

PAGE NOTES

	AARON DOVE	THADDEUS SHRADER	06/02/2021
REV #	DRAWN BY	DESIGN BY	DATE

REVISION HISTORY

NO.	DATE	DESCRIPTION
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FIRM NAME AND ADDRESS



201 South Avenue
Grand Junction, CO 81501
1-888-665-4697
970-255-7393

CLIENT NAME AND ADDRESS

BONSAI DESIGN

ZIP OPTION C

PROJECT	LAS COLONIAS ZIP LINE	SHEET
DATE	7/9/2021 11:13:09 AM	C7
SCALE	As indicated	



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: November 3, 2021
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

I-70 / 29 Road Interchange Memorandum of Understanding Between the City of Grand Junction and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign a Memorandum of Understanding with Mesa County for a 1601 study for the proposed I-70 / 29 Road Interchange.

EXECUTIVE SUMMARY:

The proposed memorandum defines the partnership between Mesa County and the City of Grand Junction for an environmental study for a proposed interchange on I-70 at 29 Road.

BACKGROUND OR DETAILED INFORMATION:

The purpose of the MOU is to establish the lines of communications and responsibility for the various work items necessary to comply with the 1601 Colorado Department of Transportation's Interchange Approval Process Policy Directive ("1601") of 29 Road from Patterson Road (F Road), crossing I-70 and landing on a new connecting road north of I-70 to the airport. The MOU also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the Project.

CDOT's Interchange Approval Process Policy Directive was established to ensure fair and consistent treatment of proposals for new interchanges or major interchange improvements on state highways. The Policy Directive was amended in December 2004 (and reconfirmed in October 2008) and the Procedural Directive that implements it was issued in October 2005. The CDOT "1601 process" is applied to all state highways (interstates, other freeways and non-freeway facilities) and to all applicants

(local governments, public highway authorities, and CDOT itself) to manage the location of interchanges so that the state highway system's mobility and level of service is preserved. Such interchanges and improvements cannot be constructed until the applicant completes all the steps of the 1601 process identified in the Procedural Directive.

This 1601 study is planned for completion by Summer 2023.

FISCAL IMPACT:

The cost of the study is \$2,436,237 to be split evenly between Mesa County and the City of Grand Junction. Anticipated costs in each respective year are \$400,000 for 2021 and \$1,200,000 for 2022 and \$836,237 for 2023. The City is funding its share of the project from the Transportation Capacity Payment (TCP) fund. The City's 2022 budget includes an additional \$33,000 for consultant services associated with securing funding for the interchange.

SUGGESTED MOTION:

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County for an environmental study for a proposed interchange at I-70 and 29 Road.

Attachments

1. MOU 29 Rd-I-70 Interchange 1601

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado for the
PLANNING OF THE 29 ROAD AND I-70 INTERCHANGE TO COMPLY WITH
COLORADO DEPARTMENT OF TRANSPORTATION'S INTERCHANGE APPROVAL
PROCESS POLICY (1601)

The parties to this Memorandum of Understanding ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado ("COUNTY"), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado ("CITY").

I. Introduction

Both the City and the County ("the Parties" or "Parties") have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community's resources that are available for improvements.

The Parties further recognize the need to make improvements to the 29 Road Corridor ("the Project"). Portions of the 29 Road Corridor from Patterson Road (F Road) to I-70 straddle the meandering City/County limits line. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to comply with the 1601 Colorado Department of Transportation's Interchange Approval Process Policy Directive ("1601") of 29 Road from Patterson Road (F Road), crossing I-70 and landing on a new connecting road north of I-70 to the airport. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their share of the Project.

CDOT's Interchange Approval Process Policy Directive was established to ensure fair and consistent treatment of proposals for new interchanges or major interchange improvements on state highways. The Policy Directive was amended in December 2004 (and reconfirmed in October 2008) and the Procedural Directive that implements it was issued in October 2005. The CDOT "1601 process" is applied to all state highways (interstates, other freeways and non-freeway facilities) and to all applicants (local governments, public highway authorities, and CDOT itself) to manage the location of interchanges so that the state highway system's mobility and level of service is preserved. Such interchanges and improvements cannot be constructed until the applicant completes all the steps of the 1601 process identified in the Procedural Directive.

This 1601 study is planned for completion by July 2023.

III. Procedure

Now, therefore, it is agreed that the Parties will:

- 1) Include funds in their respective budgets for the cost of the 1601 study, the Parties will make every effort to budget funds as shown below:

Project Budget:

Fund Source	2021	2022	2023	Total
City	\$200,000	\$600,000	\$418,118.50	\$1,218,118.50
County	\$200,000	\$600,000	\$418,118.50	\$1,218,118.50
TOTAL	\$400,000	\$1,200,000	\$836,237.00	\$2,436,237.00

- 2) The Parties agree to carry over any unexpended funds for the Project to the following year.
- 3) The COUNTY shall select and contract with a Consultant to prepare the 1601 study in accordance with CDOT and FHWA standards.
- 4) The CITY and COUNTY will co-manage the 1601 study. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Manager. The City will provide a representative. Both the City and County will perform their respective public relations coordinated through the Project Manager.
- 5) To minimize the effect of receiving revenue limitations under TABOR, the consultant contract may be written so that payments may be made directly to the consultant(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties.
- 6) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total local share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding expected of either party will not exceed the amount shown in the table in paragraph 1) except by mutual, written modification of this AGREEMENT.
- 7) The Project will generally include 1601 study for construction of an interchange at 29 Road and I-70 as well as construction of a principal arterial on 29 Road from Patterson north to the interchange and a connecting collector road to Horizon Drive. The general configuration of the design will not be changed except by mutual, written modification of this AGREEMENT. All work will be in accordance with FHWA and CDOT requirements / standards.

IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this AGREEMENT after 30 days notice in writing to the other in the intention to do so and fulfillment of all outstanding legal obligations.
- C) The COUNTY will advertise, receive proposals, and award the proposal upon recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

IN WITNESS WHEREOF, the parties herein have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY

Janet Rowland, Chair
Mesa County Board of Commissioners

ATTEST: Tina Peters, Clerk
Date:

CITY OF GRAND JUNCTION

C.B. McDaniel, Mayor
Grand Junction City Council

ATTEST: Wanda Winklemann, Clerk
Date:



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: November 3, 2021
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Kurt Carson

Information

SUBJECT:

Contract for Persigo Wastewater Treatment Plant Electrical Improvements

RECOMMENDATION:

Staff recommends the approval of the authorization for the City Purchasing Division to execute a Purchase Order with Sturgeon Electric Company, Inc. of Henderson, CO for the Persigo Wastewater Treatment Plant Electrical Improvements in the amount of \$136,264.11.

EXECUTIVE SUMMARY:

This request is to award a contract to Sturgeon Electric Company for the installation of new electrical equipment at the Persigo Wastewater Treatment Plant. The improvements include the replacement of existing switchgear, transformer and breaker panels at the Raw Sewage Pump Station and Flow Equalization Basin, and installation of a new emergency generator at UV Disinfection.

BACKGROUND OR DETAILED INFORMATION:

The Persigo Wash Wastewater Treatment Plant (WWTP), located at 2145 River Road in Grand Junction, has been in service since 1984. The facility design remains mostly unchanged with only minor modifications and standard equipment replaced due to deterioration and wear. The facility is now over 36 years old and although all electrical equipment has been well maintained, there is a need to replace components of two aging Motor Control Centers (MCCs) and add an emergency power generator to the disinfection process.

Due to age of the facility, equipment that is older has a secondary challenge of obsolescence and decreased repair parts availability. The equipment due for

replacement is also slated for improvements to allow for more operational flexibility and to meet City level-of-service goals. In the near term, electrical equipment should be replaced due to aging components and equipment obsolescence. New switchgear, transformer and breaker panels at the Raw Sewage Pump Station and Flow Equalization Basin, and installation of a new emergency generator at UV Disinfection were designed in 2020 and proposed to be installed in 2021/2022.

A formal Invitation for Bids (IFB) was issued via BidNet (an online site for government agencies), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractor's Association, and advertised in the Daily Sentinel. In order to increase competition, two mandatory site visits were scheduled to accommodate different contractor schedules. BidNet sent the bid notice to 727 vendors, and 64 of them downloaded the bid document. There is no way to track how many vendors downloaded the document from our City's website, the Chamber of Commerce or the Western Colorado Contractor's Association. Only one vendor responded, Sturgeon Electric. Purchase Policy requires City Council approval if there are fewer than two responses to a solicitation of more than \$50,000. The Grand Junction Utilities Department is requesting authorization to enter into a contract for the Persigo Wastewater Treatment Plant Electrical Improvements with Sturgeon Electric Company, Inc.

FISCAL IMPACT:

The expense for the electrical improvements will be funded by the Joint Sewer Fund and is included in the 2021 Adopted Budget. The total budget is \$4,645,814 of which \$4,074,814.33 is expended or encumbered leaving \$570,999.67 available.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a contract with Sturgeon Electric Company, Inc of Henderson, CO for the Persigo Wastewater Treatment Plant Electrical Improvements in the amount of \$136,264.11.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: November 3, 2021
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Jay Valentine

Information

SUBJECT:

Solar Land Lease Agreement with Pivot Energy, LLC

RECOMMENDATION:

Staff recommends authorizing the City Manager to enter into a Solar Land Lease Agreement with Pivot Energy, LLC

EXECUTIVE SUMMARY:

Pivot Energy, LLC is interested in leasing property owned by the City of Grand Junction located at 2940 D 1/4 Rd. Pivot would use this land to construct a 500kW single axis tracking community solar garden as part of Xcel Energy's 2021 Solar Rewards Community Program.

BACKGROUND OR DETAILED INFORMATION:

In 2012, Xcel Energy released its Solar Rewards Community Program to provide incentives to stimulate the development of community solar gardens in its service territory. A community solar garden operates at a centralized location, generating energy that is sold directly to Xcel via an energy procurement agreement. Each kWh produced generates a "virtual net metering" credit and a renewable energy certificate. Subscribers to the solar garden purchase power from the solar provider and receive a credit from Xcel on their monthly utility statement. Subscribers to a solar garden are allowed to take up to 40% of the power produced, and must enter into a 20-year lease. 5% of any garden must be allocated to low-income subscribers. The proposed solar garden is proposed to be located on the City property at 2940 D 1/4 Rd. This property is directly adjacent to the first Community Solar Garden developed in Mesa County, located on School District owned property at D 1/4 Road and 29 Road to which the City is a 23% subscriber of the 2 MW system.

With the negotiated land lease, the City is also able to subscribe to 40% of the garden. Once eligible meters are identified, this subscription agreement will come back to Council later this year for approval.

FISCAL IMPACT:

The proposal terms are as follows:

Development Term

- Development Term: Up to 3 yrs
- Development Rent Revenue: \$1,500/yr
- During this time, Pivot would complete all permitting efforts, interconnection and site-specific studies necessary prior to construction. This would include all Xcel studies, title, survey, Phase 1 Environmental Site Assessment, Geotechnical Report, Cultural and Environmental Report, FAA consultation, etc.
- This period also includes the project construction, which would take approximately 10-14 weeks.

Operations Term

- Operations Term: 21 years
- Operations Rent Revenue: \$4,000/yr
- Rent Escalator: 1.5% (compounding annually)
- Total revenue amount for operations term: \$97,882

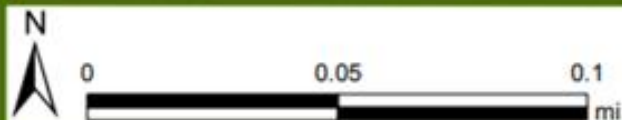
SUGGESTED MOTION:

I move to authorize the City Manager to enter into a Solar Land Lease Agreement with Pivot Energy, LLC.

Attachments

1. Solar Land Lease Site Location
2. Solar Land Lease_Grand Junction_20211005

City of Grand Junction



Printed: 10/26/2021

1 inch = 188 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

SOLAR LEASE FOR THE STATE OF COLORADO

This SOLAR LEASE (“Agreement”) is made as of this ____ day of _____, 20__ (“Effective Date”) by and between Pivot Energy Colorado LLC, a Colorado limited liability company, doing business as Pivot Energy, with a place of business at 1750 15th Street, Suite 400, Denver CO, 80202, its affiliates and subsidiaries (“Pivot Energy”, “Company”), and The City of Grand Junction with a primary address at 250 N 5th Street, Grand Junction, CO 81501 (“Owner”). (Each individual may be referred to as “Party” or collectively as “Parties”).

RECITALS

- A. Owner owns that certain real property described and generally depicted in the attached Exhibit A (“Land”), together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to the Land (all of the foregoing, collectively, the “Property”).
- B. Company wants to develop, construct, own and operate a solar energy collection, conversion, generation, transmission and distribution facility (as amended from time to time and as described below, the “Project”) on the Property.
- C. Company wants to lease the Property from Owner and Owner wants to lease the Property to Company for purposes of the Project.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Company agree:

1. Property Granted to Company and Definitions.

1.1 **Grant of Property.** Owner leases the Property to Company and grants Company the rights, and Company leases the Property from Owner and accepts the rights granted Company by Owner, all as further set forth in, and subject to the conditions and terms of this Agreement.

1.2 **Property.** As used in this Agreement, Property means the entire right, title and interest of Company in and to the Owners land, as created by this Agreement, or leasehold estate.

“Development Rent”	Means one thousand five hundred and 00/100 dollars (\$1,500.00) per year.
“Development Term”	Means the period starting on the Effective Date and ending on the earlier of (a) the date that is three (3) years after the Effective Date, (b) Company’s termination of this Agreement or, (c) the start of the Operations Term.
“Escalator”	Means 1.5% per annum.
“Operations Rent”	Means four thousand and 00/100 dollars (\$4,000.00) per year.

“Operations Term”	Means the period starting on the earlier of (a) Company’s notice to Owner of the start of the Operations Term, (b) the date that is twelve (12) months after the Construction Start Date, or, (c) COD and continuing thereafter until the date that is twenty-one (21) years after this date. Upon conclusion of Operations Term, Company shall have exclusive right to enter into lease renewal conversations.
-------------------	---

1.3 Additional definitions. The following additional terms as used this Agreement have the following meanings:

“Acreage”	Means the number of acres of the Land subject to this Agreement. As of the Effective Date, the Acreage is the number of acres of set forth in Exhibit A.
“Affiliate”	Means with respect to a person or entity any other person or entity that, directly or indirectly controls, is controlled by, is under common control with or is related by blood or marriage to, such person or entity. The term “control” (including with correlative meaning, the terms “controlled by” and “under common control with”) as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, judicial order or otherwise.
“Agreement”	Has the meaning set forth in the introductory paragraph.
“Applicable Law”	Means all applicable laws, statutes, rules, ordinances, orders and regulations of any and all governmental authorities with jurisdiction over the Property, the Parties, the Project, and the Intended Use, including zoning and land use laws and regulations.
“Business Day”	Means all days other than Saturday, Sunday or any day that is a national holiday in which governmental offices are closed in the State in which the Property is located.
“COD”	The first day the Project delivers electricity in commercial quantities (excluding test energy).
“Company”	Has the meaning set forth in the recitals.
“Company's Interest”	Has the meaning set forth in Section 14.1.
“Company Taxes”	Has the meaning set forth in Section 17.1.

“Conservation Program”	Means any Conservation Reserve Program, Environmental Quality Incentives Program, Agricultural Conservation Easement Program, the Conservation Security Program, or any similar federal, state, or local program.
“Construction Start Date”	Means the date for the start of construction of the Project as set forth in a notice from Company to Owner.
“Development”	Means (a) all actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for solar energy development and Company’s other business purposes directly related to this purpose, all as Company determines in its sole discretion are necessary, including: (i) inspecting and surveying the Property; (ii) performing archaeological, avian, geologic, and soils studies and tests; (iii) performing electrical interconnection and transmission studies and tests; (iv) performing environmental inspections, studies, and surveys; (v) the operation of equipment for the purpose of evaluating, measuring, and monitoring meteorological conditions; and, (vi) conducting meteorological studies and tests and (b) construction of the Project including those systems authorized to be located on the Property during the Operations Term.
“Effective Date”	Has the meaning set forth in introductory paragraph.
“Event of Default”	Has the meaning set forth in Section 14.3.2.
“Fee Mortgage”	Has the meaning set forth in Section 14.4.1.
“Fee Mortgagee”	Has the meaning set forth in Section 14.4.1.
“Force Majeure Event”	Has the meaning set forth in Section 23.
“Hazardous Materials”	Means any substance that is regulated by or is defined as a toxic, dangerous or hazardous substance or pollutant under any laws.
“Improvements”	Has the meaning set forth in Section 4.1.1.
“Indemnified Party”	Has the meaning set forth in Section 15.1.
“Indemnifying Party”	Has the meaning set forth in Section 15.1.
“Intended Use”	Has the meaning set forth in Section 4.1.
“Land”	Has the meaning set forth in the recitals.
“Lease Documents”	Has the meaning set forth in Section 13.1.2.

“Lender”	Has the meaning set forth in Section 14.1.
“Material Adverse Effect”	Means a material adverse effect on the Project, the Intended Use, or the business, results of operations or financial condition of the impacted Party taken as a whole or a material adverse effect on the impacted Party’s ability to consummate the transactions or realize the benefits contemplated in this Agreement.
“Modifications”	Has the meaning set forth in Section 14.4.1.
“Mortgage”	Has the meaning set forth in Section 14.1.
“Non-Curable Defaults”	has the meaning set forth in Section 14.3.2.
“Notice of Claim”	Has the meaning set forth in Section 15.2.
“Owner”	Has the meaning set forth in the introductory paragraph.
“Owner's Interest”	Has the meaning set forth in Section 14.4.2.
“Party” and “Parties”	“Party” means Owner or Company, and “Parties” means Owner and Company.
“Permitted Encumbrances”	Means those matters of record with the Clerk and Recorder for the County in which the Land is located as of the Effective Date.
“Project”	Has the meaning set forth in the recitals.
“Property”	Has the meaning set forth in the recitals.
“Rent”	Means Development Rent and Operations Rent.
“Short Form”	Has the meaning set forth in Section 24.14.
“Solar Easement”	Has the meaning set forth in Section 6.
“Sublease”	Has the meaning set forth in Section 14.1.
“Sublessee”	Has the meaning set forth in Section 14.1.
“Term”	Means the Development Term and the Operations Term.

2. Rent.

2.1 Development Rent. Within thirty (30) days after the later of the Effective Date or Company’s receipt of two (2) original copies of this Agreement and the Short Form fully executed by Owner and a W9 executed by Owner, Company will pay Owner (for the first year’s

Development Rent) one (1) year's Development Rent divided by three hundred sixty-five (365) multiplied by the number of days remaining in the calendar year in which the Effective Date occurs. Thereafter, on or before January 31 of each year during the Development Term until the start of the Operations Term, Company will pay Owner the Development Rent. The Development Rent for a partial calendar year will be prorated based on the number of days elapsed during that calendar year, and Company may offset any unused portion of the Development Rent against any future amounts Company owes Owner. The Development Rent will not be due after the start of the Operations Term.

2.2 Operations Rent. On or before the first January 31 after the first day of the Operations Term, Company will pay Owner the Operations Rent divided by three hundred sixty-five (365) and multiplied by the number of days remaining in the calendar year after the first day of the Operations Term, and on or before each January 31 thereafter during the Operations Term, Company will pay Owner the Operations Rent. The Operations Rent for a partial calendar year will be prorated based on the number of days elapsed during that calendar year, and Company may offset any unused portion of such rent against any future amounts Company owes Owner.

2.3 Escalator. On the second January 1 of the Operations Term and on each January 1 thereafter during the Operations Term, the Operations Rent will increase by an amount equal to the Escalator.

3. Use of Property during Development Term. During the Development Term, Company will have the exclusive right to perform Development on the Property. Owner expressly reserves the right to use the Property during the Development Term for uses that do not and will not interfere with the Development including farming, provided, however, that: (a) neither Owner nor any party claiming through Owner may use the Property in a manner inconsistent with Company's use of any access rights; (b) any such use of the Property will not include any energy development (including mineral development or leasing) or the installation or use of any facilities related to energy development or generation; (c) any easements or leases entered into or rights granted by Owner with respect to the Property after the Effective Date will expressly provide that they are subject and subordinate in all respects to this Agreement and to the rights of Company under this Agreement; and (d) neither Owner nor any party claiming through Owner will have any right to use any part of the Property after the Construction Start Date and until COD. All Development information will be Company's sole property.

4. Use of Property during Operations Term.

4.1 Company's Rights. During the Operations Term, Company will have exclusive use and possession of the Land and to the extent permitted under the pertinent grant to Owner exclusive right to all other parts of the Property, subject only to the Permitted Encumbrances. Company will have the right to use the Property for Development and for testing, permitting, construction, operation, equipment maintenance, vegetation management, livestock grazing, repair, replacement, repowering and decommissioning of the Project and for all uses contemplated in the permits or authorizations relating to the Project, including all activities necessary, incidental or convenient to that use, and any other lawful uses consistent with the operation of the Project, including without limitation, the following activities (collectively, the "Intended Use"):

4.1.1 Solar Energy Systems. As Company deems necessary in its sole discretion, , Company may erect, relocate, repair, replace, maintain, operate and remove (a) on and from the Land solar energy measurement, collection, conversion, and generation systems and equipment of any type necessary or useful for the conversion of solar energy into electricity and for the storage of such electricity and (b) and on and from the Property transmission, distribution, and communication lines, poles, anchors, support structures, underground cables, and associated equipment and appurtenances, and roads Any equipment, facilities or other improvements erected or constructed on the Property pursuant to this Section will collectively be referred to as the “Improvements.”

4.1.2 Waiver of Setback Requirements. Owner consents to Company’s location of the Improvements at any location upon the Property, including at or near property lines. If any private agreements or restrictions or any Applicable Laws impose setback requirements or otherwise restrict the location of any Improvement on the Property or upon any adjacent properties, Owner will cooperate with Company in connection with such requirements and/or restrictions, including, without limitation, to obtain all waivers or variances from such requirements and/or restrictions as Company deems necessary.

4.1.3 Improvements Affecting the Project. Company may, as it deems necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation or dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property or that could obstruct, interfere with or impair the Project or the Intended Use. Company will have the right to perform grading on the Property and install security device as Company determines is necessary in connection with the Intended Use.

4.1.4 Specific Right to Use and Demolish Existing Structures. Without limitation of any other rights under this Agreement, Company will have the specific right to occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on the Property for any and all purposes related to the Intended Use, including use of any structures, to the extent permitted by Applicable Law, as office or living quarters in connection with construction, operation, and management of the Project.

4.1.5 Right to Control Access. Subject to the terms of this Agreement and Applicable Law, Company will have the right under the Agreement to control and restrict access onto and over and across the Land and to exclude others (other than any parties with preexisting easement rights of record or other rights approved in advance and in writing by Company) from the Property.

4.2 Quiet Possession. Owner represents and warrants that it has fee title to the Property and the right to lease the Property for the Term, and covenants that Company will have the peaceable and quiet possession of the Property for the Term in accordance with the terms of this Agreement.

4.3 Owner’s Rights. During the Operations Term, Owner will have access to the Property at reasonable intervals and at reasonable times and upon reasonable notice to Company to inspect the Property. Any such access will not interfere with Company’s Intended Use in any

way. Notwithstanding the foregoing, Company may restrict Owner's access to the Property during construction.

4.4 Waiver of Nuisance. Owner has been informed by Company and understands that the presence and operations of the Improvements on the Property or any adjacent property will potentially result in some nuisance to Owner, And Owner hereby accepts such nuisance and waives any right Owner may have to object to such nuisance.

5. Grant of Easements. Owner hereby grants Company easements for access and utility installations (including transmission, water, and communications) as set forth in Exhibits B1 and B2. Upon Company's request from time to time, Owner promptly will grant Company or any other person designated by Company, one (1) or more other easements for access or utility purposes related to the Intended Use and on, over, and across the Property or any adjacent Owner property, and in such locations as may be designated by Company. Each such other easement(s) (a) will be at no cost to Company. (b) may (in Company's discretion) be separate from this Agreement (in which case the pertinent conditions and terms of this Agreement will be incorporated in to such easement(s)), (c) will be recorded by Company (in its discretion and at its cost), and (d) will run with the Land for the Term.

6. Solar Easement. This Agreement grants a solar easement as described in Colorado Revised Statutes 38-32.5-100.3 et seq (and as may be amended) on the Land for the benefit of Company ("Solar Easement"). The Solar Easement will terminate upon the termination of this Agreement (in its entirety). To the extent not provided for in this Agreement, Owner will not place any vegetation, structure, or other object on or adjacent to the Land that would obstruct the passage of sunlight through the Solar Easement. The Solar Easement is measured at angles of three hundred sixty (360) degrees horizontally and three hundred sixty (360) degrees vertically from the boundaries of the Land.

7. Separability. Company may divide the Property between two or more separate collections of associated Projects.

8. Mineral Leasing and Development. To the extent Owner holds or controls any mineral interests connected to the Property, Owner grants to Company a surface use relinquishment of such interest such that neither Owner nor any Owner party may use the surface of the Property so long as this Agreement is in effect.

9. No Wind or Solar Agreements. Neither the Property nor any other property of Owner (or of any Owner Affiliate) is as of the Effective Date subject to a solar or wind energy access or cooperation agreement, easement, lease, option, or similar agreement.

10. No Severance. The development and/or solar rights associated with the Property (or any revenue associated with them) have not been severed from the Property, and Owner will not attempt to sever any such rights from the Property during the Term.

11. Transfers. Owner will give Company at least thirty (30) days written notice before any Transfer of all or a portion of the Property identifying the transferee, the portion of the Property to be transferred and the proposed date of transfer, and on the date of the transfer Owner or the transferee will deliver a copy of the subject instrument to Company. If a transfer occurs during the

Development Term, then Owner will pay the transferee the Development Rent paid Owner and that corresponds to the Acreage subject to the transfer and to the period remaining in the calendar year after the date of the transfer, and thereafter Company will pay all such Rent to the transferee. If a transfer occurs during the Operations Term, then Company will pay the transferee all Operations Rent that corresponds to the Acreage subject to the transfer for the calendar year in which the transfer occurred, and thereafter Company will continue to pay all such Rent to the transferee. Owner waives any claim to the amounts described in this Section and that are to be paid Owner's transferee.

12. Construction of Improvements.

12.1 Governmental Permits. Company will be responsible for obtaining, maintaining and complying with (a) any existing or future development rights and entitlements and (b) all Applicable Laws with respect to obtaining any approvals or licenses necessary or appropriate for the construction and

12.2 Company's Activities. Owner acknowledges Company is intending to use the Property for the Intended Use. Owner will not (a) grant any rights under this Agreement to any other party which would be reasonably expected to impair Company's rights under this Agreement without Company's prior written consent. Owner will give Company prompt notice of any damage or defective condition in any part or appurtenance of the Property of which Owner is aware and that could reasonably be expected to affect the Project or Intended Use, and as of the Effective Date. Notwithstanding any other part of this Agreement but subject to the applicable notice and cure periods, the Parties agree that (A) Company would be irreparably harmed by a breach of the provisions of this Section, (B) an award of damages would be inadequate to remedy such a breach, and (C) Company will be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section.

12.3 Mechanics' Liens. Company will pay all costs for any construction done by it or caused to be done by it on the Property. Company will keep the Property free and clear of all mechanics' liens resulting from construction done by or for Company on the Property, and Company will have sixty (60) days after first becoming aware of any mechanics' lien encumbering the Property to (i) pay such mechanics' lien or (ii) contest the correctness or the validity of any such mechanics' liens if, within such sixty (60) day period, Company procures and records a bond in an amount sufficient to satisfy the claim of the lien or otherwise removes such lien from the Property.

12.4 Ownership of Improvements. The Project, all development rights and entitlements, and all Improvements to be constructed or installed on the Property are, and will remain, the property of Company; the Improvements may be removed by Company in its sole discretion, at any time, and Owner will have no right, title or interest in the Improvements. The Parties agree that all Improvements constructed or installed on the Property are severed by agreement and intention of the Parties and will remain severed from the Property, will be considered with respect to the interests of the Parties as the property of Company or another party designated by Company, and, even though attached to or affixed to or installed upon the Property, will not be considered to be fixtures or a part of the Property and will not be or become subject to the lien of any mortgage or deed of trust placed on the Property by Owner. Owner waives all liens or rights, statutory or

common law, or claims that it may have in the Improvements including, without limitation, any right of distraint.

13. Representations and Warranties of Owner and Company.

13.1 Representations and Warranties of Owner. Owner makes the following representations and warranties to Company as of the Effective Date:

13.1.1 Formation. If Owner is an entity, Owner is duly formed, validly existing and in good standing under the laws of its State of organization and is authorized to transact business in State in which the Property is located.

13.1.2 Authority. Owner has all requisite power and authority to own and lease the Property. Owner has the power and authority to enter into, deliver and perform this Agreement and the Short Form (collectively, the "Lease Documents"). The execution, delivery and performance of the Lease Documents by Owner have been duly and validly approved by Owner and any and all persons or entities whose approval is necessary to their validity, and no other action on the part of Owner is necessary to approve the Lease Documents and/or to consummate the transactions contemplated in the Lease Documents..

13.1.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Owner nor the consummation by Owner of the transactions contemplated in the Lease Documents, nor compliance by Owner with the terms and provisions of the Lease Documents will (a) violate any provision of the instruments or agreements by which Owner is formed and/or governed or (b) violate any of the terms or provisions of any instrument or obligation encumbering the Property and/or by which Owner or any Affiliate of Owner is bound.

13.1.4 Consents and Approvals. No consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Owner are necessary in connection with the execution, delivery and performance of the Lease Documents by Owner.

13.1.5 Legal Proceedings. Neither Owner nor any Affiliate of Owner is a party to any claim, and to Owner's actual knowledge, there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner or any Affiliate of Owner or pertaining to the Property or challenging the validity or propriety of the Lease Documents and/or transactions contemplated in the Lease Documents.

13.1.6 Hazardous Materials. To Owner's actual knowledge, there are no Hazardous Materials on or under the Property and Hazardous Materials have not been stored, handled, disposed of or released on or about any part of the Property. Owner has not released or generated on the Property any Hazardous Materials, except to the extent permitted by Applicable Law.

13.1.7 No Conservation Programs. To Owner's actual knowledge, there are no Conservation Programs, including but not limited to the Conservation Reserve Program, Agricultural Conservation Easement Program, Environmental Quality Incentives Program, and the

Conservation Security Program, that burden the land and could impact the Intended Use. Owner has the duty to inform Company of any such program and shall provide documentation of such program in Exhibit C.

13.1.8 No Brokers. Owner has not dealt with any broker, investment banker, agent or other person that may be entitled to any commission or compensation in connection with the transaction contemplated hereby.

13.2 Representations and Warranties of Company. Company makes the following representations and warranties to Owner as of the Effective Date:

13.2.1 Formation. Company is a limited liability company duly formed, validly existing and in good standing under the laws of its State of organization and its authorized to transact business in the State in which the Property is located.

13.2.2 Authority. Company has all requisite power and authority to lease deliver and perform the Lease Documents.

13.2.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Company nor the consummation by Company of the transactions contemplated in the Lease Documents will violate any of the terms or provisions of any instrument or obligation by which Company is bound.

13.2.4 Consents and Approvals. No consents or approvals of , or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Company are necessary in connection with the execution, delivery and performance of the Lease Documents by Company.

13.2.5 Legal Proceedings. Company is not a party to any litigation that will have a direct impact on this transaction.. To Company's actual knowledge, there is no injunction, which imposes any restrictions on Company with respect to the Lease Documents or the Property.

13.2.6 No Brokers. Company has not dealt with any broker, investment banker, agent or other person that may be entitled to any commission or compensation in connection with the transaction contemplated hereby.

14. Assignment; Subletting; Mortgage.

14.1 Right to Mortgage, Assignment and Subletting. Company or any Sublessee (and their assignees) may assign, mortgage, transfer or sublease this Agreement or the Property to any person or entity, without the prior written consent of Owner, as follows: (i) if to an Affiliate of Company or any Sublessee; (ii) if to any entity that acquires all or substantially all of Company's interest in the Project or the Project assets; (iii) Company or any Sublessee may grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more assignees or other third parties (including easements and similar associated rights to construct, operate, and maintain transmission, collection, distribution, interconnection or switching lines or facilities), provided that Company is not released from its obligations under this Agreement in connection with these grants; (iv) Company or any Sublessee

may collaterally assign all or any part of their interests under this Agreement; or (v) Company or any Sublessee may mortgage, grant or pledge its right, title or interest under this Agreement and/or in the Improvements, to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation ("Mortgage"). Any other assignment will require Owner's prior written approval, which Owner will not unreasonably condition, delay, or withhold;

Any person or entity to whom Company assigns its right, title and interest under this Agreement and in the Property is included within the definition of "Company." Any person or entity that receives a sublease, separate easement, co-easement, subeasement, license or similar right of Company's right, title and interest under this Agreement and in the Property ("Sublease"), is referred to as a "Sublessee." Any assignor hereunder will be released from all obligations under this Agreement that accrue after the date of its assignment. As used in this Agreement, the term "Lender" includes any financial institution or other person or entity that from time to time provides secured financing to Company or a Sublessee secured by some or all of the Improvements or the Project, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

14.2 Notice To Owner. Company or any Sublessee that has entered into a transfer, assignment or Sublease or has granted a Mortgage will give notice of the same (including the name and address of the assignee, Sublessee or Lender, as the case may be) to Owner; provided, however that the failure to give such notice will not constitute a default or Event of Default (as defined below

14.3 Lender and Sublessee Protections. Notwithstanding any other provision of this Agreement:

14.3.1 A Lender will have the absolute right to do one, some or all of the following: (a) assign its Mortgage; (b) enforce its Mortgage; (c) in the event of a default under its Mortgage: (i) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to this Agreement or the Sublease (as the case may be); (ii) take possession of and operate the Improvements or the Project; (iii) assign or transfer this Agreement or the Sublease (as the case may be) to a third party; (iv) exercise any rights of Company or a Sublessee with respect to this Agreement or the Sublease (as the case may be); or, (v) cause a receiver to be appointed to do any of the foregoing. Owner's consent will not be required for any of the foregoing or for any third party to acquire title via foreclosure or assignment in lieu of foreclosure; and, upon acquisition of this Agreement or the Sublease (as the case may be) by a Lender or any other third party who acquires the same from or on behalf of the Lender or via foreclosure or assignment in lieu of foreclosure, Owner will recognize the Lender or such other party (as the case may be) as Company's or such Sublessee's (as the case may be) proper successor, and this Agreement or the Sublease (as the case may be) will remain in full force and effect.

14.3.2 Each Lender and Sublessee will have the same period of time after receipt of a notice of default to remedy the default or Event of Default, or cause the same to be remedied, as is given to Company after Company's receipt of the notice of default, plus, in each instance, the

following additional time periods: (i) sixty (60) additional days in the event of any monetary default or Event of Default; and (ii) ninety (90) additional days in the event of any non-monetary default or Event of Default; provided, however, that (a) such ninety (90) day period will be extended for the time reasonably required by the Lender or Sublessee to complete such cure, including the time reasonably required for the Lender to obtain possession of the Property or subleasehold estate, as the case may be (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) neither the Lender nor such Sublessee will be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by Company ("Non-Curable Defaults"). Each Lender and Sublessee will have the absolute right to substitute itself for Company and perform the duties of Company under this Agreement or with respect to the Property or subleasehold estate (as the case may be) for purposes of curing such default or Event of Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and Sublessee (and their respective employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all of the rights and privileges of Company under this Agreement. Owner will not seek to terminate this Agreement before expiration of the cure periods available to each Lender and Sublessee as set forth above. Further, (1) neither the bankruptcy nor the insolvency of Company, by themselves, will be grounds for terminating this Agreement as long as the Rent and all other amounts payable by Company under this Agreement are paid by a Lender or Sublessee in accordance with the terms thereof and (2) Non-Curable Defaults will be deemed waived by Owner upon the Lender's completion of foreclosure proceedings or other acquisition of the Property or subleasehold estate (as the case may be).

14.3.3 If any default or Event of Default by Company under this Agreement cannot be cured by a Lender without its obtaining possession of all or part of the Property, then such default or Event of Default will nonetheless be deemed remedied if: (i) within ninety (90) days after receiving notice from Owner, a Lender acquires possession of the Property, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) so long as all monetary defaults have been cured and the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and, (iii) after gaining possession thereof, the Lender performs all other obligations of Company (other than in connection with Non-Curable Defaults) as and when the same are due in accordance with the terms of this Agreement. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company or a Sublessee, as the case may be, from commencing or prosecuting the proceedings described above, then the ninety (90) day period specified above for commencing such proceedings will be extended for the period of such prohibition.

14.3.4 A Lender that does not directly hold an interest in the Property or subleasehold estate (as the case may be), or that holds a Mortgage, will not have any obligation under this Agreement before the time that such Lender succeeds to absolute title to such estate; and such Lender will be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (i) perform Company's obligations under this Agreement, (ii) continue Company's or any Sublessee's operations on the Property, (iii) acquire any portion of Company's or a Sublessee's right, title or interest in the Property or under this Agreement or a Sublease (as the case may be) or (iv) enter into a new agreement as provided in this Agreement, then such Lender will not have any personal

liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Lender will be to execute against such Lender's interest in the Property or subleasehold estate (as the case may be), the Improvements and the Project. Moreover, any Lender or other party who acquires the Property or subleasehold estate (as the case may be) pursuant to foreclosure or an assignment in lieu of foreclosure will not be liable to perform any obligations under this Agreement to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of such Property or subleasehold estate.

14.3.5 If this Agreement is rejected pursuant to bankruptcy law or any other law affecting creditor's rights or is terminated for any reason (except for a termination by Company in its discretion), then, Owner will, immediately upon written request from a Lender, if made within ninety (90) days after such termination, rejection, or disaffirmance, and so long as such Lender within this time-frame has cured any monetary Event of Default as provided for in this Agreement, without demanding additional consideration, enter into a new agreement in favor of such Lender, which new agreement will (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Company or a Sublessee before such termination, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, rejection or disaffirmance, and continuing for the remainder of the Term before giving effect to such termination, rejection or disaffirmance including any rights to extend the Term and (iii) enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner; and, until such time as such new agreement is executed and delivered, the Lender may enter, use and enjoy the Property and conduct operations on the Property as if this Agreement were still in effect. At the option of the Lender, the new agreement may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Company thereunder. If more than one Lender makes a written request for a new agreement pursuant hereto, then the same will be delivered to the Lender whose Mortgage is senior in priority.

14.3.6 If Owner has been given written notice of the name and mailing address of a Lender and/or Sublessee, (i) Owner will not agree to any material modification or amendment to this Agreement and (ii) Owner will not accept a surrender or termination of this Agreement; in each such case without the prior written consent of each such Lender and Sublessee.

14.3.7 At Company's request, Owner will use its commercially reasonable efforts to cooperate in a prompt manner with Company and any Sublessee in Company's or such Sublessee's (as applicable) efforts to obtain financing from a Lender, including the amendment of this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and will execute such additional documents as may reasonably be required to evidence such Lender's rights under this Agreement.

14.4 Owner Mortgages.

14.4.1 Owner will be entitled to grant a lien or otherwise encumber Owner's fee estate in the Land or interest in this Agreement ("Fee Mortgage") to a Fee Mortgagee; provided, such grant or encumbrance will be subject to this Agreement, any modifications or extensions of this Agreement or any new lease entered after the termination of this Agreement as provided for in this Agreement ("Modifications"), and all rights of Company under this Agreement (including Lender, Sublessee and any party claiming by and through Company). The grant of a lien or

encumbrance by Owner in favor of a Fee Mortgagee will be subordinate to and will not be a lien prior to this Agreement, any Modifications, or any Mortgage placed thereon. Any encumbrance by Owner will not be deemed to give any such assignee any greater rights than Owner under this Agreement or the right to cancel the Agreement or any Modifications. As used in this Agreement, the term "Fee Mortgagee" collectively includes any financial institution or other person or entity that from time to time provides financing to Owner secured by the Land, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

14.4.2 If Owner's interest in the Land is encumbered by a Fee Mortgage, if requested by Company, Owner will obtain and deliver to Company a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Company and the Lender (if any) evidencing compliance with the requirements of this Agreement, which agreements will be recorded.

14.5 Conveyances, Other Agreements, and Owner's Cooperation. Notwithstanding any part of this Agreement to the contrary and without limiting Company's rights under this Agreement, in connection with the exercise of the rights of Company under this Agreement, Owner will consent, to, join in, or grant directly such interests to Sublessees as Company may request in order to give effect to the Intended Use .

15. Indemnity.

15.1 Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, Affiliates, officers, employees and agents ("Indemnified Party") against any and all losses, damages (excluding consequential damages unless required to be paid by an Indemnified Party pursuant to a legal judgment obtained by a third party against such Indemnified Party for a claim for which an Indemnifying Party is required to provide indemnity), expenses and other liabilities, including without limitation reasonable attorneys' fees and any third party claims, to the extent pertaining to a third party claim for physical damage to property or physical injury to any person or their property, to the extent resulting from or arising out of (i) any operations of the Indemnifying Party on the Property, (ii) any negligent act or negligent failure to act or willful misconduct on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, (iii) any breach or inaccuracy of any representations or warranties made by the Indemnifying Party under this Agreement, (iv) any breach of this Agreement by the Indemnifying Party, or (v) with respect to Owner's indemnification of Company, any claims arising out of Owner's exercise of its rights of inspection pursuant to this Agreement. This indemnification will not apply to losses, damages, claims, expenses and other liabilities to the extent (a) caused by any act or omission on the part of the Indemnified Party or its Affiliates, officers, employees and agents, or (b) covered by insurance to the extent such proceeds are received by the Indemnified Party.

15.2 Notice of Claim. Upon obtaining knowledge of a claim for which it is entitled to indemnity under this Article, the Indemnified Party will, within thirty (30) days of obtaining such knowledge, deliver a notice of such claim ("Notice of Claim") to the Indemnifying Party. The failure to provide (or timely provide) a Notice of Claim will not affect the Indemnified Party's

rights to indemnification; provided, however, the Indemnifying Party is not obligated to indemnify the Indemnified Party for the increased amount of any loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

15.3 Defense of Third Party Claims. The Indemnifying Party will defend, in good faith and at its own expense, any claim or demand as set forth in a Notice of Claim for which it is obligated to provide a defense and relating to a third party claim, and the Indemnified Party, at its expense, may participate in the defense. The Indemnified Party will have a right to notice of any settlement, and the Indemnifying Party will not execute or otherwise agree to any consent decree which provides for other than monetary payment within such Indemnifying Party's sole ability to pay without the Indemnified Party's prior written consent, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnified Party will have the right to pay or settle any such claim, provided that in such event it will waive any right to indemnity therefor by the Indemnifying Party. The Indemnified Party and the Indemnifying Party will cooperate with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand.

15.4 Access to Information. If any claim is made by a third party against an Indemnified Party, the Indemnified Party will use commercially reasonable efforts to make available to the Indemnifying Party those partners, directors, officers and employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and defending such claim.

15.5 Reduction for Insurance and Other Recovery. The gross amount which an Indemnifying Party is liable to, for, or on behalf of any Indemnified Party will be reduced by any insurance proceeds or payments received in respect of a judgment or settlement or other amounts actually recovered by or on behalf of the Indemnified Party related to the loss. If an Indemnified Party received or will have had paid on its behalf an indemnity payment in respect of a loss and will subsequently receive directly or indirectly insurance proceeds, payments in respect of a judgment or settlement or other amounts in respect of such loss, then the Indemnified Party will pay to the Indemnifying Party all such amounts received or, if less, the amount of the indemnity payment.

16. Insurance. Company will maintain or cause to be maintained at all times proper and adequate insurance, without lapse in coverage, with insurers authorized to issue insurance in the State in which the Property is located and in amounts as are customary in the industry and for projects like the Project.

17. Taxes.

17.1 Taxes Payable; Tax Cooperation. From and after the Effective Date, Owner will be responsible for and will pay any and all real and personal property taxes and other similar charges levied on or assessed against the Property and Land except for any Company Taxes for which Company will be responsible. "Company Taxes" mean any personal property taxes relating to any period during the Term levied on or assessed against the Improvements installed by Company and located on the Property. Owner will cooperate with Company to minimize any taxes related to the Project and the Property

17.2 Tax Credits. All tax credits, tax incentives or tax related grants or benefits relating to the Project are, and will remain, the property of Company.

18. Utilities. Company will pay, before delinquency, all charges for extension of utility facilities to the Property for water, gas, electricity, heat, light, power, telephone and other public services used by Company in or upon the Property.

19. Default. Subject to the rights of Lender and Sublessees as provided in this Agreement, each of the following events will constitute an "Event of Default" by a Party (a) the failure or omission by a Party to pay amounts required to be paid pursuant to this Agreement when due, and such failure or omission has continued for sixty (60) days after written notice from the other Party or (b) the failure or omission by a Party to observe, keep or perform any of the other material terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for ninety (90) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and such Party is diligently proceeding to complete such cure) after written notice from the other Party.

20. Remedies.

20.1 Company Monetary Event of Default. Upon the occurrence of a monetary Event of Default by Company, Owner may, at its option, (a) terminate this Agreement by notice to Company and in conformity with the procedures required by this Agreement and by Applicable Law, and/or (b) enforce, by all proper and legal suits and other means, its rights under this Agreement, including the collection of sums due under this Agreement.

20.2 Company Non-monetary Event of Default. Upon the occurrence of a non-monetary Event of Default by Company, Owner may, at its option, (a) cure the Company Event of Default on Company's behalf, in which event Company will reimburse Owner on demand for all sums so expended by Owner, or (b) enforce, by all proper and legal suits and other means, its rights under this Agreement, including the collection of sums due under this Agreement.

20.3 Owner Event of Default. Upon the occurrence and during the continuation of an Owner Event of Default, Company may, at its option (a) cure the Owner Event of Default on Owner's behalf, in which event Owner will reimburse Company on demand for all sums so expended by Company, (b) terminate this Agreement by notice to Owner and in conformity with procedures required by this Agreement and by Applicable Law, or (c) enforce, by all proper and legal suits and other means, its rights under this Agreement.

20.4 Limitation on Remedies. Notwithstanding any part of this Agreement or any rights or remedies Owner has at law or in equity, Owner will not (and hereby waives the right to) start or pursue any action to cancel, reform, rescind, or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Company as set forth in this Agreement.

21. Company Satisfaction of Owner Assessments. Company will have the right, but not the obligation after providing at least ten (10) days' notice to Owner, to perform, acquire, or satisfy any assessment, charge, lien, encumbrance, agreement or obligation of Owner which is or may become a lien or encumbrance on the Property or Improvements, and Owner will reimburse such

amounts to Company upon demand, and/or Company may deduct these amounts from future Rent due Owner from Company.

22. Termination.

22.1 Company by notice to Owner may, in its discretion, terminate all or any part of this Agreement at any time, and in the case of any such termination(s) that affects the Acreage total, such termination will reduce prospectively the amounts due from Owner to Company under this Agreement.

22.2 Unless terminated pursuant to any applicable provision of this Agreement, this Agreement will continue until the end of the Term as may be extended.

22.3 Upon the termination of this Agreement, Company will, with respect to the part(s) of the Property to which the termination applies, remove all Improvements and personal property of Company within twelve (12) months of the date of termination and will record a release of its interest under this Agreement. Operations Rent will continue to be payable until Company has completed the removal of its Improvements and personal property from the Property; provided that Operations Rent will be paid monthly in arrears on the first day of each calendar month in proportion to the portion of the Property that is cleared of Company's Improvements and personal property as of the last day of the prior calendar month. Company will also restore the Property to substantially the same condition existing on the Effective Date Company will have the nonexclusive right to occupy the Property for a period of no longer than one (1) year after termination or expiration as reasonably required to promptly complete such restoration activities.

23. Force Majeure. If either Party's performance under this Agreement is prevented or delayed, despite such Party's commercially reasonable efforts to perform, by causes beyond such Party's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, civil commotion, unavailability of resources due to national defense priorities, any act of God, binding orders, actions or inactions of any court or governmental authority, local, state or federal laws, regulations or ordinances, technological impossibility or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "Force Majeure Event"), then upon such claiming Party providing notice in reasonable detail to the other Party the requirement of performing such obligation will be postponed by a period equal to the period of time such Party's performance under this Agreement is prevented or delayed by such Force Majeure Event.

24. General Provisions.

24.1 Approvals and Consents Generally. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified such approval or consent will not be unreasonably withheld, conditioned and/or delayed.

24.2 Binding Effect. This Agreement will bind the Parties, their personal representatives, successors and assigns.

24.3 Confidentiality. Owner will maintain in the strictest confidence all information pertaining to the financial terms of or payments under this Agreement, Company's site or product design, methods of operation and the like, whether disclosed by Company or discovered by Owner.

24.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will be deemed to be one and the same instrument. Executed copies of this Agreement will be regarded as originals.

24.5 Dispute resolution; Attorneys' Fees. The Parties will attempt amicable resolution of any disputes arising out of or related to this Agreement. If thirty (30) days after initiation amicable resolution fails, as either Party determines in its discretion, then either Party may file suit. Venue will be in the County where the Property is located. In the event of any action between the Parties, the non-prevailing Party will pay to the prevailing Party all costs and expenses, including reasonable attorneys' fees.

EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. EACH PARTY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH PARTY'S ENTERING THIS AGREEMENT.

24.6 Entire Agreement. This Agreement contains all agreements of the Parties with respect to its subject matter. No prior agreement or understanding pertaining to any such matter will be effective. This Agreement may be modified only by a writing signed by the Parties. All exhibits and schedules attached to this Agreement are incorporated by this reference.

24.7 Estoppel Certificate; Finance-Related Amendments. Owner will at any time upon not less than fifteen (15) days' prior written notice from Company execute, acknowledge and deliver a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges have been paid, (b) acknowledging that there are not, to Owner's knowledge, any uncured Events of Default, or specifying such uncured Events of Default if any are claimed and (c) certifying or acknowledging any other reasonably requested information. Any such statement may be conclusively relied upon by any lender or any prospective assignee of the Project. Owner acknowledges Company will be obtaining financing to develop, construct, own and operate the Project and agrees to make such commercially reasonable amendments to this Agreement as may be reasonably required in order to facilitate such financing; provided that such amendments do not adversely affect Owner's rights under this Agreement or otherwise adversely affect any of the economic terms of this Agreement.

24.8 Further Assurances. Owner agrees to perform such further acts and execute such further documents as may be necessary or appropriate to carry out the express intents and purposes of this Agreement.

24.9 Law. This Agreement will be construed and enforced in accordance with and governed by the internal laws (and not the conflicts law) of the State in which the Property is located.

24.10 No Joint-Venture or Partnership. Nothing contained in this Agreement will be deemed or construed to create or constitute a partnership, joint venture, or other co-ownership by and between the Parties.

24.11 No other covenants, representations, or warranties. Company makes no covenants except as expressly set forth in this Agreement.

24.12 Notices; Payments. The address of each Party for all notices required or permitted to be given under this Agreement will be as follows:

If to Owner:
City of Grand Junction
Attn: Town Manager
250 N 5th Street
Grand Junction, CO 81501

If to Company:
Pivot Energy Colorado LLC
1750 15th St. # 400
Denver, CO 80202
Attention: Project Manager

All notices will be in writing, and may be delivered by any of the following methods, with all delivery charges and/or postage pre-paid: personal delivery (including delivery by private courier services), reputable overnight courier service (e.g. Federal Express, UPS, DHL), or United States first class certified mail with return-receipt requested, email transmission with receipt confirmed by reply email, or facsimile transmission with receipt confirmed. Payments will be made to Owner, at Owner's election, either (a) by wire transfer to an account designated by Owner, or (b) by check delivered to Owner's address as set forth in this Section, or such other address specified by Owner.

24.13 Severability. If any term or provision of the Agreement or its application to any person or circumstance will, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable will not be affected, and each such remaining term and provision of this Agreement will remain valid and will be enforced to the fullest extent permitted by Applicable Law.

24.14 Short Form. Neither Owner nor Company will record this Agreement. Concurrently with their execution of this Agreement, the Parties have executed the short form of

this agreement attached as Exhibit D (“Short Form”), which Company will record with the Clerk and Recorder for the County in which the Property is located.

24.15 Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the Parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the Parties under this Agreement.

24.16 Waiver. No waiver by Owner or Company of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provision. A Party’s consent to or approval of any act will not be deemed to render unnecessary the obtaining of such Party’s consent to or approval of any subsequent act.

25. Additional Provisions.

None if nothing listed.

[Signature Pages Follow]

Done and signed.

Owner: City of Grand Junction	Company: Pivot Energy Colorado LLC
By:	By:
Its:	Its:

EXHIBIT A

Legal Description and General Depiction

DESCRIPTION OF THE LAND

THAT CERTAIN REAL PROPERTY LOCATED IN MESA COUNTY, COLORADO,
DESCRIBED AS:

Parcel	Township	Range	Section	Portion of Section	Acreage
080334200002	1S	1E	17		3.78
				Total Acreage	3.78



Property Information (Report Date: 9/13/2021)

Parcel Number: 2943-173-34-004
 Account Number: R044363
Property Use: Exempt
 Location Address: 2940 D 1/4 RD
 GRAND JUNCTION, CO 81504
 Mailing Address: 250 N 5TH ST
 GRAND JUNCTION, CO 81501
 Owner Name: CITY OF GRAND JUNCTION
 Joint Owner Name:
 Neighborhood: AREA 19 (19.00)
 Associated Parcel: N/A
 Approx. Latitude: 39.067053
 Approx. Longitude: -108.507220

[TAC \(Tax Area Code\) Book](#)

[Manufactured Homes Purgin Titles/Classifying to Real Property](#)

[Real Property Valuation F.A.Q.'s](#)



Date of Aerial Photo: 2019 & 2020

Legal Description

LOT 2 GIRARDI SUBDIVISION SEC 17 1S 1E - 3.78AC

EXHIBIT B

Easements- Access & Utility

EXHIBIT C

Conservation Program

If applicable, Owner shall provide Company with a copy of any Conservation Program contract and all amendments and modifications to it.

EXHIBIT D

FORM OF
SHORT FORM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space above this line for Recorder's use only)

SHORT FORM OF SOLAR LEASE

THIS SHORT FORM OF SOLAR LEASE ("Short Form") is made and entered into as of _____, 20__, by and between The City of Grand Junction whose mailing address is 250 N 5th Street, Grand Junction, CO 81501 ("Owner"), and Pivot Energy Colorado LLC, a Colorado Limited Liability Corporation, whose address is 1750 15th Street Suite 400, Denver, CO 80202 ("Company") (Owner and Company the "Parties" and each a "Party"), and provides as follows:

WITNESSETH

The Parties agree:

1. The Parties have entered into a Solar lease ("Agreement") dated as of _____, 20__ ("Effective Date"). The Agreement grants Company exclusive rights in and to certain land more particularly described in the attached Exhibit A ("Land") as well as in and to any easements, rights-of-way, and other rights and benefits relating or appurtenant to the Land ("Property"). The Agreement also restricts certain uses of and grants certain interests in and to the Property.
2. Generally, the Agreement: (a) concerns the development of solar energy project(s) by Company involving the Property ("Project"); (b) grants Company easements, leases, and other rights related to the Property; and, (c) limits, prohibits, and restricts other development or use(s) of the Property that interfere with the rights granted Company by the Agreement.
3. The Agreement consists of two periods – a "Development Term" and an "Operations Term" (together the "Term").

The Development Term is Three (3) years from the Effective Date.

The Operations Term starts on the earlier of: (a) Company's notice to Owner of the start of the Operations Term; (b) the date that is twelve (12) months after the date of the start of construction of the Project as set forth in a notice from Company to Owner; or, (c) the first day the Project delivers electricity in commercial quantities (excluding test energy) and continuing thereafter until

the date that is twenty one (21) years after this date. By notice to Owner, Company has the exclusive right to enter into lease renewal conversations.

4. By the Agreement, Owner grants Company certain exclusive and non-exclusive rights.

For the Development Term, Owner grants Company exclusive rights to the Property for performing “Development,” which means (a) all actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for solar energy development, including performing the following on the Property: (i) inspections and surveys; (ii) archaeological, avian, geologic, and soils studies and tests; (iii) electrical interconnection and transmission studies and tests; (iv) environmental inspections, studies, and surveys; (v) the operation of equipment for evaluating, measuring, and monitoring meteorological conditions; and, (vi) conducting meteorological studies and tests and (b) construction of the Project including of those systems authorized to be located on the Property during the Operations Term.

For the Operations Term, Company will have exclusive use and possession of the Land and to the extent permitted under the pertinent grant/right to Owner exclusive right to all other parts of the Property. Company will have the right to use the Property for Development and for testing, permitting, construction, operation, maintenance, repair, replacement, repowering and decommissioning of the Project and for all uses contemplated in the permits or authorizations relating to the Project, including all activities necessary, incidental or convenient to that use, and any other lawful uses consistent with the operation of the Project, including, the following activities (collectively, the “Intended Use”):

As Company deems necessary in its sole discretion, whether on or off the Property, Company may erect, relocate, repair, replace, maintain, operate and remove (a) on and from the Land solar energy measurement, collection, conversion, and generation systems and equipment of any type and quantity, including fences, foundations, racking systems, inverters, converters, substations, interconnection and switching facilities, tracking systems, buildings, and other equipment and improvements for the conversion of solar energy into electricity and for the storage of such electricity and (b) and on and from the Property transmission, distribution, and communication lines, poles, anchors, support structures, underground cables, and associated equipment and appurtenances, and roads. Any such equipment, facilities or other improvements erected or constructed on the Property are referred to as the “Improvements”;

Company may remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation or dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property or that could obstruct, interfere with or impair the Project or the Intended Use, as well as perform grading on the Property;

Company may occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on the Property, including use of any structures as office or living quarters in connection with construction, operation, and management of the Project; and,

Company may control and restrict access onto and over and across the Property.

Owner consents to Company's location of the Improvements at any location on the Property, including at or near property lines.

5. The Agreement also, among other things: (a) restricts Owner's access to the Property during the Term; (b) requires Owner to grant such further easements for access and utility purposes as Company may require; (c) prohibits any activities, whether on or off the Property, that interfere with the passage of sunlight on to the Property; (d) includes an express grant of a solar easement as described in Colorado Revised Statutes 38-32.5-100.3 et seq; (e) includes a mechanism for dividing the Property into multiple separate leases for separate projects; (f) includes a waiver by Owner of any interest in the Improvements, including any potential lien rights; (g) addresses the rights of the Parties in the case of a condemnation of all or part of the Property; (h) authorizes Company to satisfy Owner's obligations that may become a lien or encumbrance on the Property or Improvements; (i) includes limited remedies and prohibits certain remedies; and, (j) includes limited bases for termination.

6. The Agreement runs with the Property and includes a quiet enjoyment clause.

7. The Agreement includes broad assignment and finance-related provisions in favor of Company, including: (a) the right of Company and its assignees to assign (including by assignment, lease, or sublease, or a grant of licenses, easements, sub-easements or co-easements) all or part of their rights under the Agreement and/or the Improvements, including for collateral security purposes; (b) the right of Company or its assignees to mortgage the Leasehold Estate and the Improvements; (c) the obligation of Owner to give Company and Lender notice of defaults; (d) the right of Lender or assignees to exercise Company's rights under the Agreement and/or take title to the Leasehold Estate, Improvements, and/or Company's rights under the Agreement (but as provided for in the Agreement Lender have no obligations under the Agreement unless and until they hold a direct interest in the Property); (e) limited bases for termination (i.e. only in the case of uncured monetary defaults and after expiration of all applicable cure periods); (f) cure rights in favor of Company, assign and Lenders and separate cure periods for Company and Lenders ; and, (f) the obligation of Owner to execute a new lease if the Agreement is terminated.

8. The conditions, covenants, definitions (including the definition of capitalized terms not defined in this Short Form), limitations, restrictions, and terms governing the encumbrances imposed on the Property, restrictions on use of the Property, and rights granted in and to the Property are set forth in the Agreement. Without limitation, and except as expressly authorized by the Agreement, these include Owner's covenant to not grant any third party any rights to evaluate or develop the Property. Also, the Agreement specifies limitations, requirements, and/or restrictions, on: (a) the conveyance and development of mineral rights associated with the Property (including a surface use relinquishment by Owner, as well as a requirement that any mineral interest owners enter a surface use or accommodation agreement with Company); (b) interference with the Project and/or with the rights granted in the Agreement; and/or, (c) "severance" of solar rights associated with the Property or revenue related to the Agreement.

9. Also by the Agreement Owner covenants: (a) to obtain for the benefit of Company a non-disturbance and subordination agreement from each holder of an interest in the Property; (b) to

amend the Agreement as Company may request in connection with its financing; and, (c) to execute consents and estoppel certificates as Company may request from time-to-time.

10. The Parties have executed and recorded this Short Form for the purpose of giving record notice of the Agreement, of the exclusive easements, leases, and rights it grants, and of certain restrictions it imposes. All of the conditions, covenants, and terms regarding the Agreement are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of any conflict between the conditions and terms set forth in this Short Form and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement will control and govern. This Short Form may be executed and/or recorded in counterparts.

SIGNATURE PAGES FOLLOW

OWNER SIGNATURE PAGE TO
SHORT FORM OF SOLAR LEASE

IN WITNESS WHEREOF, the Parties have executed this SHORT FORM OF SOLAR LEASE as of the date set forth above.

OWNER: City of Grand Junction

STATE OF _____)
)ss.
COUNTY OF _____)

On _____ 20 __, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

Notary Public
Commission Expires:

EXHIBIT A TO SHORT FORM OF SOLAR LEASE

DESCRIPTION OF THE LAND

THAT CERTAIN REAL PROPERTY LOCATED IN MESA COUNTY, COLORADO,
DESCRIBED AS:

Parcel	Township	Range	Section	Portion of Section	Acreage
080334200002	1S	1E	17		3.78
				Total Acreage	3.78



Property Information (Report Date: 9/13/2021)

Parcel Number: 2943-173-34-004
Account Number: R044363
Property Use: Exempt
Location Address: 2940 D 1/4 RD
GRAND JUNCTION, CO 81504
Mailing Address: 250 N 5TH ST
GRAND JUNCTION, CO 81501
Owner Name: CITY OF GRAND JUNCTION
Joint Owner Name:
Neighborhood: AREA 19 (19.00)
Associated Parcel: N/A
Approx. Latitude: 39.067053
Approx. Longitude: -108.507220

[TAC \(Tax Area Code\) Book](#)

[Manufactured Homes Purging Titles/Classifying to Real Property](#)

[Real Property Valuation F.A.Q.'s](#)



Date of Aerial Photo: 2019 & 2020

Legal Description

LOT 2 GIRARDI SUBDIVISION SEC 17 1S 1E - 3.78AC



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: November 3, 2021
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

A Resolution Authorizing a Memorandum of Understanding Between the Colorado Attorney General and the City of Grand Junction for Distribution of Opioid Settlement Funds and Associated Forms to Initiate Settlements

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The Colorado Attorney General's Office has been leading settlement discussions with defendants who engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of opioids, resulting in an opioid epidemic. To finalize the settlement terms, the Attorney General's Office must determine the parties who will be included in the settlement. This will include the State of Colorado and participating local governments. In order for the City of Grand Junction to be included in the settlement process, the City must sign a Memorandum of Understanding (MOU) stating the City's intention to be a party to the settlement.

This item is intended for discussion by the City Council on whether the City of Grand Junction should participate in the settlement process. Should the Council decide to participate in the process, a resolution will be brought forward to a future Council meeting. If approved, the City will be an active participant in the settlement process and will be able to fully utilize local and regional resources made available as a result of the settlements to address the associated harmful impacts of the opioid epidemic.

BACKGROUND OR DETAILED INFORMATION:

In August 2021, settlements with several major drug manufacturers and distributors were reached as a result of state and local litigation pertaining to the manufacturer and distributor's role in creating the opioid epidemic. This includes opioid distributors McKesson, Cardinal Health, AmerisourceBergen, and opioid manufacturer, Johnson & Johnson. Approximately \$21 billion will be paid out by the "Big 3" distributors over 18 years, and Johnson & Johnson will pay a maximum of \$5 billion over no more than 9 years. Up to \$22.8 billion will be paid to state and local governments across the nation. Colorado's maximum settlement share is expected to be more than \$300 million. The Attorney General's Office embarked on a process for determining how funds will be allocated to the State and to local governments, along with the creation of a regional governance model to oversee the distribution of funds.

On August 26, 2021, The Attorney General's Office, in coordination with local government representatives, including city and county attorneys and leaders from the Colorado Municipal League and Colorado Counties, Inc, announced the joint framework for the share and distribution of settlement funds. The Memorandum of Understanding (MOU) provides the framework for releases and settlements with other opioid defendants. Settlement conditions are built around regional collaboration and governance to ensure equitable distribution of funds throughout the state. A summary memo prepared by the Attorney General is attached.

The MOU is designed to ensure the terms are broadly accepted by as many local governments as possible. In order to receive the full settlement payments for Colorado, approximately 95% of local governments must participate in this agreement. This is because the defendants believe a considerable percentage of local participation will significantly reduce the number of remaining plaintiffs. In addition, payments to local governments could be unfavorably impacted by low participation. As a result, it is recommended that local governments participate in the settlement process.

The following four documents need to be signed by local governments to maximize settlement funds:

- The MOU which lays out the allocation of opioid recoveries in the State of Colorado
- The Subdivision Settlement Participation Form releasing claims against Johnson & Johnson by stating they are participating in settlements
- The Subdivision Settlement Participation Form releasing claims against the "Big 3" Distributors by stating they are participating in settlements
- The Colorado Subdivision Escrow Agreement which will ensure legal claims are released only when 95% of participation by local governments has been reached. This is an essential threshold because it determines certain amounts of incentive payments and informs the defendants that the settlements have been widely accepted

List of Municipalities that have approved, or are currently considering, a resolution to join the settlement agreement:

- City of Commerce City
- City of Arvada
- City of Brighton
- City of Edgewater
- City of Federal Heights

Currently, the Grand Junction Police Department and City Attorney's Office are working with Mesa County on a collaborative approach that will detail how to utilize the settlement funding. While initial conversations have taken place over the past few months, a full strategic meeting with a facilitator will occur on November 18th to help determine how best to leverage costs with long term, sustainable projects that benefit not only Grand Junction, but the western slope as well.

FISCAL IMPACT:

Direct fiscal impact will be estimated once the MOU is executed and the potential amount of recoveries is available.

SUGGESTED MOTION:

I move to adopt Resolution No. 90-21, a resolution approving the Colorado Opioids Settlement Memorandum of Understanding (MOU) and authorizing the City Manager to sign and naming an Abatement Fund Council Designee.

Attachments

1. Colorado Opioids Settlement Memo
2. RES-Opioid Settlement 110121

Colorado Opioids Settlement Memorandum of Understanding

Summary

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

1. **10%** directly to the State (“State Share”)
2. **20%** directly to Participating Local Governments (“LG Share”)
3. **60%** directly to Regions (“Regional Share”)
4. **10%** to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

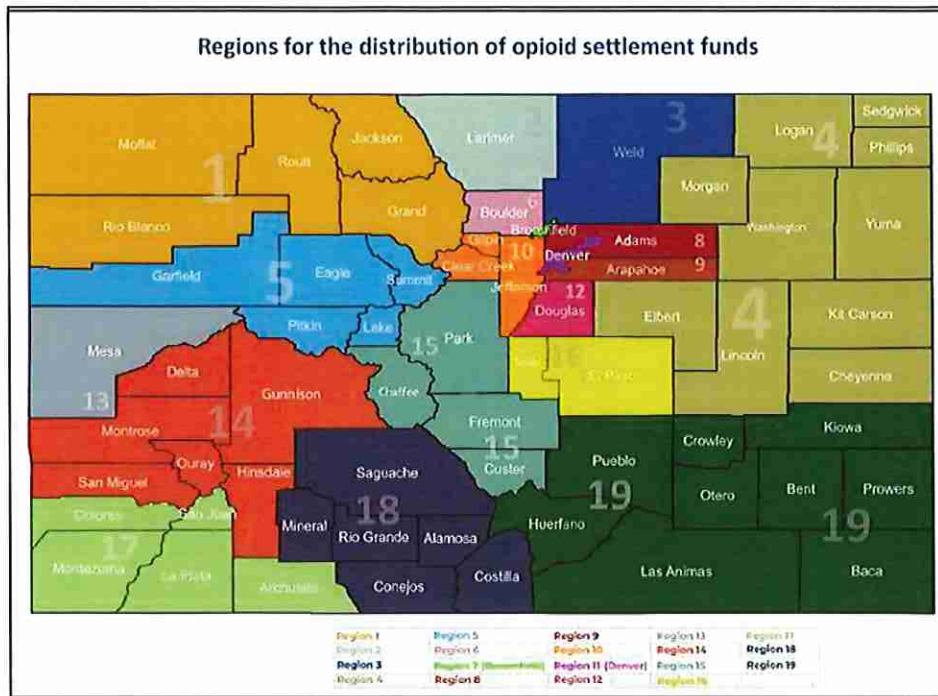
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

RESOLUTION NO. __-21

RESOLUTION APPROVING THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING (MOU) AND AUTHORIZING THE CITY MANAGER TO SIGN AND NAMING AN ABATEMENT FUND COUNCIL DESIGNEE

RECITALS:

Multiple Colorado local governments and the State of Colorado are Plaintiffs in federal litigation against various pharmaceutical manufacturers and distributors ("Defendants") regarding the national opioid crisis. The Plaintiffs and the Defendants have negotiated an agreement ("Settlement") governing the allocation, distribution and expenditure of any settlement proceeds paid in connection with the opioid litigation. In furtherance of the Settlement on August 26, 2021, Colorado Attorney General Philip J. Weiser signed the attached Memorandum of Understanding ("MOU"), together with MOU Exhibits A through G-1, governing the allocation, distribution, and expenditures on behalf of the State of Colorado and various regions.

Although not a plaintiff, the City Grand Junction by and through the City Council, believes it to be in the best interest of the City and Mesa County to approve the MOU, which will allow settlement proceeds to be used for services, programs and other purposes as set forth in the MOU.

NOW, THEREFORE, BE IT RESOLVED that the Grand Junction City Council hereby formally adopts and approves the COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING (MOU), together with Exhibits A through G-1, as signed and approved on August 26, 2021 by Colorado Attorney General Philip J. Weiser, and with the Council's approval, Grand Junction shall become a party to the MOU.

Furthermore, the City Manager, with the concurrence of the City Attorney, is hereby authorized to sign the MOU and otherwise execute any document(s) necessary to formalize this approval. City Manager Greg Caton is and shall be the City's designee for appointment as the voting member and Police Chief Doug Shoemaker as the non-

voting member on and for the Regional (Region 13) Council.

C.B. McDaniel
City Council President

ATTEST:

Wanda Winkelmann
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: November 3, 2021
Presented By: Greg Caton, City Manager
Department: City Manager's Office
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Introducing the Appropriation Ordinance for the 2022 Budget, Presentation, First Public Hearing and Set a Second Public Hearing for December 1, 2021

RECOMMENDATION:

The 2022 Recommended Budget will be presented at this meeting and then will be open for City Council to hear public comment on the budget. A second public presentation and hearing is scheduled for December 1, 2021.

EXECUTIVE SUMMARY:

The budget for the City of Grand Junction is the highest expression of the City Council's policies and decision making; it articulates the initiatives, investment, and services provided by and through elected officials and staff. The budget represents the allocation of resources to achieve the priorities identified in City Council's Strategic Plan and the Comprehensive Plan.

The 2022 Recommended Budget is \$237,543,790 (\$237.5 million), a \$24.5 million, or 11.5% increase from the 2021 Adopted Budget. This is due to an increase in labor through new positions and competitive wage increases, fleet and technology spending needed to support Departments' service delivery to the community as well as funds for housing, sustainability, and non-profit funding. The 2022 Recommended Budget is not only balanced, but the General Fund has a surplus of \$431,784. The projected 2022 ending General Fund balance is \$32.5 million which includes \$2.7 million in restricted funds and \$21.9 million in minimum reserve.

The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses. The 2022 Recommended Budget has been discussed with City Council during two main budget workshops on October 4th and

October 18th. Economic development funding discussions occurred in both the August 30th and the October 18th workshops. Staff has incorporated changes to the recommended budget as directed by Council during the workshops, including adding an additional position dedicated to housing in the Community Development Department as well as adding a program to support treatment of ash trees on private property. Staff also has previously provided additional follow-up information as requested by Council regarding ambulance service at Fire Station No. 5, water rates, and position listing by Department, as well as in this report follow-up information on Cannabis Tax revenue projections and the Insurance Internal Service Fund.

BACKGROUND OR DETAILED INFORMATION:

The development of the 2022 Recommended Budget is a several-month process that includes all city departments and involves over 30 employees for a total of over 3,000 hours of staff time. The process begins when staff engages the citizens through budget learning sessions, and this year, in addition to the two virtual and one in-person sessions in July, staff was also able to extend the opportunity for budget discussions through four community meetings in August and September. At the beginning of the budget process, staff also engages with key partners in the community to develop a sense of the local economic landscape and current market conditions and trends. This information is used to develop revenue forecast models that aid in the development of the budget. Through the budget process, staff develops labor, operating, and capital budgets culminating in a detailed line-item review of each Department Budget by the City Manager and an internal review team. Supporting detail budget documents are provided for each workshop and are available to the public online. Also, as an addition this year, an "Annual Budget and Budget Development" informational web page was created as an easy reference for the process and last year's budget documents. The budget documents attached to this staff report represent the culmination of the budget process for the City's 2022 Recommended Budget of \$237.5 million.

The October 4th Workshop included an overview of the entire 2022 recommended budget as well as the presentation of budgets for the major operating departments of the City including Police, Utilities-Water Division, Visit Grand Junction, General Services, Parks & Recreation, and Fire. On October 18th, the City's 2022 recommended capital budget in accordance with ten-year capital plans was presented, and Public Works included their operating budget presentation as well. On October 18th, the Horizon Drive BID, Downtown BID, and Downtown Development Authority discussed their 2022 budgets and economic development funding was discussed as well as non-profit funding.

Follow Up to October 18th Workshop:

Cannabis Sales Tax - Attached to this staff report is a ten-year projection of Cannabis sales tax revenue with revenue in some of the years specifically allocated to identified PROS plan priority projects as represented in the Parks and Recreation Department's section of the Ten Year Capital Plan. The attachment is titled Cannabis Sales Tax 10-Year Projection and shows estimated revenues from the City's 6% tax rate as well as

the share (1.5%) of the State tax. The first year of revenue is estimated for a portion of 2022 and then revenues are conservatively estimated to grow each year. The City established a Special Revenue Fund to account for the Cannabis Tax and the 2022 revenues and expenses can be found in the supporting budget documentation under Cannabis Sales Tax Fund 111. A portion of the revenues over the ten-year period are allocated to positions supported by the tax and projects with the remaining revenue going to the fund balance each year. This represents a projection and could change based on actual revenues and priorities for funding projects.

Insurance Fund - The internal service funds of the City include internal support functions of Insurance, Fleet, Facilities, and Information Technology. The internal service funds are used in governmental accounting to track goods and services that are provided to Departments on a cost reimbursement basis. They also serve as a financial planning tool to ensure resources are available to deliver goods and services to the Departments in the future. As indicated in the Transmittal Letter, the budget is presented with the internal service operations budgeted in each Department's expenses. Because City Council legally authorizes spending by fund through the appropriation ordinance, the funds are included in appropriations. The Insurance Fund accounts for health, workers compensation, property and liability, and dental insurance revenues (from Departments) and expenses to outside insurance carriers. The retiree health insurance is budgeted and accounted for within the health insurance category of the Insurance Fund. As provided in the budget documents included with this report, the Insurance Fund is projected to have a fund balance of \$2.3 million at the end of 2022, of which \$751,627 is identified with the retiree health program.

Additional Board Meetings and Actions Related to 2022 Budget: The Joint Sewer Fund budget was presented and discussed with the Joint Persigo Sewer Board (joint board of City Council and County Commissioners) on October 27th. The Board of County Commissioners and the City Council will then adopt the Persigo budget formally through their respective processes. The Downtown Development Authority (DDA) Budget was reviewed and approved by the DDA Board on October 14th.

The 2022 appropriation ordinance is the legal adoption of the City's budget (and the DDA budget) by the City Council for the upcoming fiscal year. In accordance with the Charter, the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Finance Director in support of the budget and ordinance, including and pursuant to Article VII, Paragraph 57 of the City Charter regarding the setting of the City Manager's salary, are incorporated by and made part of this ordinance by this reference as full set forth, and accordingly, this request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2022 recommended budget.

Please see attachment listing for all the supporting budget documents.

FISCAL IMPACT:

The 2022 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference.

SUGGESTED MOTION:

I move to introduce the proposed ordinance together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, pursuant to Article VII of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2022 and ending December 31, 2022 and set a public hearing for December 1, 2021.

Attachments

1. 01 2022 Appropriation Ordinance First Reading November 3, 2021
2. 02 2022 Budget Reconciliation to Appropriation Ordinance
3. 03 2022 Recommended Budget Fund Balance Worksheet
4. 04 2022 Recommended Economic Development
5. 05 2022 Recommended Non-Profit Funding
6. 06 2022 Recommended Capital Projects
7. 07 2022 Recommended Capital Descriptions
8. 08 2022 Recommended Ten Year Capital Plan-General Government Final
9. 09 Cannabis Sales Tax 10 Year Projection
10. 10 2022 Enterprise Funds Ten Year Capital Plan
11. 11 2022 Line Item budget by Department
12. 12 2022 Line Item Budget by Fund
13. 13 2022 Certificate of Participation Supplemental Budget Information
14. 14 2022 DDA Recommended Budget Fund Balance Worksheet
15. 15 2022 DDA Recommended Line Item Budget by Fund
16. 2022 Recommended Budget Presentation

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2022, and ending December 31, 2022, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 91,934,312
Enhanced 911 Fund	101	\$ 2,581,222
Visit Grand Junction Fund	102	\$ 5,329,055
D.D.A. Operations	103	\$ 1,673,020
CDBG Fund	104	\$ 469,557
Parkland Expansion Fund	105	\$ 1,464,792
Lodgers Tax Increase Fund	106	\$ 1,864,219
First Responder Tax Fund	107	\$ 10,880,714
Conservation Trust Fund	110	\$ 879,061
Cannabis Sales Tax Fund	111	\$ 1,000,000
Sales Tax CIP Fund	201	\$ 28,780,217
Storm Drainage Fund	202	\$ 530,000
Transportation Capacity Fund	207	\$ 27,938,000
Water Fund	301	\$ 23,036,401
Solid Waste Removal Fund	302	\$ 4,868,728
Grand Junction Convention Center Fund	303	\$ 431,761
Golf Courses Fund	305	\$ 2,355,045
Parking Authority Fund	308	\$ 687,544
Ridges Irrigation Fund	309	\$ 538,055
Information Technology Fund	401	\$ 10,014,951
Fleet and Equipment Fund	402	\$ 8,997,135
Insurance Fund	404	\$ 16,231,613
Communication Center Fund	405	\$ 8,020,232
Facilities Management Fund	406	\$ 3,127,934
General Debt Service Fund	610	\$ 6,799,688
D.D.A. T.I.F. Debt Service	611	\$ 1,679,625
GJ Public Finance Corp Fund	614	\$ 715,100
Riverside Parkway Debt Retirement Fund	615	\$ 1,052,447
Cemetery Perpetual Care Fund	704	\$ 10,239
Joint Sewer Operations Fund	900	\$ 32,070,949

INTRODUCED AND OREDERED 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



**2022 Budget-Reconciliation of Fund Balance Worksheets to Appropriation
November 3, 2021**

Fund #	Fund Name	Per Fund Balance Worksheets			Total 2021 Appropriations
		Total Expense	Transfers Out	Contingency Funds	
100	General Fund	91,734,312	-	200,000	91,934,312
101	Enhanced 911 Fund	-	2,581,222	-	2,581,222
102	Visit Grand Junction Fund	4,929,055	200,000	200,000	5,329,055
103	D.D.A. Operations*	1,423,020	-	250,000	1,673,020
104	CDBG Fund	289,198	180,359	-	469,557
105	Parkland Expansion Fund	-	1,464,792	-	1,464,792
106	Lodgers Tax Increase Fund	1,087,461	776,758	-	1,864,219
107	First Responder Tax Fund	9,771,732	1,108,982	-	10,880,714
110	Conservation Trust Fund	-	879,061	-	879,061
111	Cannabis Sales Tax Fund	-	1,000,000	-	1,000,000
201	Sales Tax CIP Fund	19,918,093	7,019,688	1,842,436	28,780,217
202	Storm Drainage Fund	530,000	-	-	530,000
207	Transportation Capacity Fund	27,738,000	200,000	-	27,938,000
301	Water Fund	23,036,401	-	-	23,036,401
302	Solid Waste Removal Fund	4,648,728	220,000	-	4,868,728
303	Two Rivers Convention Center Fund	431,761	-	-	431,761
305	Golf Courses Fund	2,355,045	-	-	2,355,045
308	Parking Authority Fund	687,544	-	-	687,544
309	Ridges Irrigation Fund	538,055	-	-	538,055
401	Information Technology Fund	10,014,951	-	-	10,014,951
402	Fleet and Equipment Fund	8,797,135	-	200,000	8,997,135
404	Insurance Fund	15,631,613	-	600,000	16,231,613
405	Communication Center Fund	8,020,232	-	-	8,020,232
406	Facilities Management Fund	3,127,934	-	-	3,127,934
610	General Debt Service Fund	6,799,688	-	-	6,799,688
611	T.I.F. Debt Service*	1,679,625	-	-	1,679,625
614	GJ Public Finance Corp Fund	715,100	-	-	715,100
615	Riverside Parkway Debt Retirement Fund	-	1,052,447	-	1,052,447
704	Cemetery Perpetual Care Fund	-	10,239	-	10,239
900	Joint Sewer Operations Fund	32,070,949	-	-	32,070,949
*per DDA Fund Balance Worksheet					



Calendar 2022
Recommended Budget

Recommended Budget		11/3/2021														
		PROJECTED BEGINNING FUND BALANCES	TOTAL REVENUE	LABOR	NON PERSONNEL OPERATING	TOTAL OPERATING EXPENSE	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS	Contingency Funds	Net Change in Fund Balance	PROJECTED ENDING FUND BALANCE	
General Government																
100	General Fund	\$ 32,098,396	\$ 91,361,763	\$ 56,260,675	\$ 34,911,831	\$ 91,172,506	\$ -	\$ 561,806	\$ 91,734,312	\$ 1,004,333	\$ -	\$ 631,784	\$ 200,000	\$ 431,784	\$ 32,530,180	
101	Enhanced 911 Fund	2,477,669	2,919,400	-	-	-	-	-	-	-	2,581,222	338,178	-	338,178	2,815,847	
102	Visit Grand Junction	1,724,933	3,009,209	949,837	3,979,218	4,929,055	-	-	4,929,055	776,758	200,000	(1,343,088)	200,000	(1,543,088)	181,845	
104	CDBG Fund	-	469,557	-	289,198	289,198	-	-	289,198	-	180,359	-	-	-	-	
105	Parkland Expansion Fund	599,681	958,673	-	-	-	-	-	-	-	1,464,792	(506,119)	-	(506,119)	93,562	
106	Lodgers Tax Increase Fund	0	1,864,219	-	1,087,461	1,087,461	-	-	1,087,461	-	776,758	-	-	-	0	
107	First Responder Tax Fund	1,151,973	12,943,343	8,068,979	1,521,853	9,590,832	-	180,900	9,771,732	-	1,108,982	2,062,629	-	2,062,629	3,214,602	
110	Conservation Trust Fund	185,726	882,096	-	-	-	-	-	-	-	879,061	3,035	-	3,035	188,761	
111	Cannabis Sales Tax Fund	-	1,015,000	-	-	-	-	-	-	-	1,000,000	15,000	-	15,000	15,000	
114	American Rescue Plan Fund	5,242,304	5,242,304	-	-	-	-	-	-	-	-	5,242,304	-	5,242,304	10,484,608	
115	Public Safety Impact Fee Fund	-	486,062	-	-	-	-	-	-	-	-	486,062	-	486,062	486,062	
201	Sales Tax CIP Fund	5,405,055	19,043,444	-	2,703,790	2,703,790	-	17,214,303	19,918,093	4,840,105	7,019,688	(3,054,232)	1,842,436	(4,896,668)	508,387	
202	Storm Drainage Fund	62,377	15,000	-	-	-	-	530,000	530,000	500,000	-	(15,000)	-	(15,000)	47,377	
207	Transportation Capacity Fund	47,653,044	2,905,370	-	-	-	-	27,738,000	27,738,000	-	200,000	(25,032,630)	-	(25,032,630)	22,620,414	
405	Comm Center Fund	1,026,043	5,401,396	5,359,171	1,971,061	7,330,232	-	690,000	8,020,232	2,081,222	-	(537,614)	-	(537,614)	488,429	
610	General Debt Service Fund	540	-	-	4,500	4,500	6,795,188	-	6,799,688	6,799,688	-	-	-	-	540	
614	GJ Public Finance Corp Fund	14,221	400,000	-	1,500	1,500	713,600	-	715,100	300,879	-	(14,221)	-	(14,221)	0	
615	Riverside Pkwy Debt Retirement	1,021,689	35,042	-	-	-	-	-	-	-	1,052,447	(1,017,405)	-	(1,017,405)	4,284	
Subtotal		\$ 98,663,650	\$ 148,951,878	\$ 70,638,662	\$ 46,470,412	\$ 117,109,074	\$ 7,508,788	\$ 46,915,009	\$ 171,532,871	\$ 16,302,985	\$ 16,463,309	\$ (22,741,317)	\$ 2,242,436	\$ (24,983,753)	\$ 73,679,897	
Enterprise Operations																
301	Water Fund	\$ 4,740,230	\$ 20,375,571	\$ 3,628,612	\$ 2,975,483	\$ 6,604,095	\$ 1,002,306	\$ 15,430,000	\$ 23,036,401	\$ -	\$ -	\$ (2,660,830)	\$ -	\$ (2,660,830)	\$ 2,079,400	
302	Solid Waste Removal Fund	1,894,879	5,088,404	1,275,625	3,341,103	4,616,728	-	32,000	4,648,728	-	220,000	219,676	-	219,676	2,114,555	
303	Two Rivers Convention Cntr Fund	33,055	231,761	-	431,761	431,761	-	-	431,761	200,000	-	-	-	-	33,055	
305	Golf Courses Fund	414,872	2,299,870	863,125	1,404,122	2,267,247	87,798	-	2,355,045	120,000	-	64,825	-	64,825	479,697	
308	Parking Authority Fund	546,398	751,149	184,236	260,080	444,316	243,228	-	687,544	-	-	63,605	-	63,605	610,003	
309	Ridges Irrigation Fund	125,039	513,056	127,553	195,309	322,862	10,193	205,000	538,055	-	-	(24,999)	-	(24,999)	100,040	
900	Joint Sewer System Fund	35,489,470	19,082,872	4,296,930	4,338,770	8,635,700	595,749	22,839,500	32,070,949	-	-	(12,988,077)	-	(12,988,077)	22,501,393	
Subtotal		\$ 43,243,944	\$ 48,342,683	\$ 10,376,081	\$ 12,946,628	\$ 23,322,709	\$ 1,939,274	\$ 38,506,500	\$ 63,768,483	\$ 320,000	\$ 220,000	\$ (15,325,800)	\$ -	\$ (15,325,800)	\$ 27,918,144	
TOTAL		\$ 141,907,594	\$ 197,294,561	\$ 81,014,743	\$ 59,417,040	\$ 140,431,783	\$ 9,448,062	\$ 85,421,509	\$ 235,301,354	\$ 16,622,985	\$ 16,683,309	\$ (38,067,117)	\$ 2,242,436	\$ (40,309,553)	\$ 101,598,041	
								Contingency	\$ 2,242,436							
								CITY OF GRAND JUNCTION 2022 RECOMMENDED BUDGET								\$ 237,543,790
*General Fund Balance		\$ 32.5	million													
Restricted		\$ 2.7	million													
Minimum Reserve		\$ 21.9	million													
Internal Service Operations																
401	Information Technology Fund	1,407,266	9,174,098	3,108,376	6,106,575	9,214,951	-	800,000	10,014,951	-	-	(840,853)	-	(840,853)	566,413	
402	Fleet and Equipment Fund	4,176,918	8,051,233	1,443,947	2,703,188	4,147,135	-	4,650,000	8,797,135	70,563	-	(675,339)	200,000	(875,339)	3,301,579	
404	Insurance Fund	2,647,266	15,886,875	1,662,241	13,969,372	15,631,613	-	-	15,631,613	-	-	255,262	600,000	(344,738)	2,302,528	
406	Facilities Management Fund	37,715	3,109,607	676,409	2,451,525	3,127,934	-	-	3,127,934	-	-	(18,327)	-	(18,327)	19,388	
Subtotal		8,269,166	36,221,813	6,890,973	25,230,660	32,121,633	-	5,450,000	37,571,633	70,563	-	(1,279,257)	800,000	(2,079,257)	6,189,909	
704	Cemetery Perpetual Care Fund	\$ 1,500,795	\$ 10,239	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,239	\$ -	\$ -	\$ -	\$ 1,500,795	
Total Appropriated City Funds									\$ 292,608,971							



Recommended 2022 Economic Development Funding to Partners
Funded by .75% Sales Tax Fund and Vendors Fee Cap
November 3, 2021

PARTNER/AGENCY	USE OF FUNDS	2022 PREFERRED REQUESTED	2022 MINIMUM REQUESTED	2022 RECOMMENDED
ECONOMIC DEVELOPMENT				
Business Incubator	Sponsorship for incubator program	\$ 53,600	\$ 53,600	\$ 53,600
CMU - Classroom Building (ending 2026)	Building Commitment	500,000	500,000	500,000
CMU - Scholarships	Scholarship for local D51 youth	550,000	550,000	550,000
Downtown Business Improvement District	Marketing Downtown GJ	15,269	15,269	15,269
Grand Junction Economic Partnership	Operational funding	40,000	40,000	40,000
Grand Valley Transit	Operations	435,000	435,000	435,000
Grand Valley Transit	DASH (City Split)	55,000	55,000	55,000
ECONOMIC DEVELOPMENT FUNDING (From 3/4% Sales Tax)		\$ 1,648,869	\$ 1,648,869	\$ 1,648,869
ED PARTNERSHIP				
Business Incubator	Maker Space/Incubator Kitchen	\$ 72,000	\$ 72,000	\$ 72,000
GJ Chamber	Business Expansion/Job Creation	40,000	40,000	40,000
GJEP	Business Retention/Job Creation	158,000	158,000	158,000
GJEP	Incentives for Job Creation Attraction	55,000	55,000	55,000
GJEP	Las Colonias Development Corp.	25,000	25,000	25,000
IDI	Incentives for Job Creation Expansion	55,000	55,000	55,000
Western CO Latino Chamber of Commerce	Business Retention/Start Up Support	35,000	35,000	35,000
ECONOMIC PARTNERSHIP FUNDING (From Vendor Fee Cap)		\$ 440,000	\$ 440,000	\$ 440,000
TOTAL ECONOMIC DEVELOPMENT FUNDING		\$ 2,088,869	\$ 2,088,869	\$ 2,088,869

2022 Recommended Non-Profit Funding Budget
Funded by General Fund
November 3, 2021

ITEM REF #	Support Doc. Page #	PARTNER/AGENCY	USE OF FUNDS	2022 MAXIMUM REQUESTED	2022 MINIMUM REQUESTED	2022 RECOMMENDED
1		DUES/MEMBERSHIPS				
2	NA	Associated Governments of Northwest Colorado	Dues	\$ 8,200	\$ 8,200	\$ 8,200
3	NA	Club 20	Dues	5,000	5,000	5,000
4	NA	Colorado Municipal League	Dues	49,270	49,270	49,270
5	NA	Colorado Water Congress	Dues	7,763	7,763	7,763
6	NA	Grand Junction Area Chamber of Commerce	Dues	7,000	7,000	7,000
7	NA	National League of Cities	Membership Fee	4,688	4,688	4,688
8	NA	Parks Improvement Advisory Board	PIAB	14,000	14,000	14,000
9	NA	Western Colorado Latino Chamber of Commerce	Dues	65	65	65
10	NA	Hilltop Community Resources	MC Health Leadership Consortium	1,000	1,000	1,000
11		Total Dues and Memberships		\$ 96,986	\$ 96,986	\$ 96,986
12		PROGRAM/EVENT SPONSORSHIP				
13	3	Colorado West Land Trust	Operations-Continued Development along Monument Corridor for Land Acquisitions	\$ 20,000	\$ 15,000	\$ 20,000
14	7	Grand Junction Commission on Arts and Culture	Art Grant Program Funding	45,000	45,000	45,000
15	9	Grand Junction Area Chamber of Commerce (YEA)	Program Sponsorship-Young Entrepreneurs Academy (YEA)	4,000	4,000	4,000
16	10	HopeWest	Event Sponsorship-2022 Calcutta for A Cause Golf Tournament (raises \$70K+ for Organization)	5,000	5,000	5,000
17	11	HopeWest	Event Sponsorship-2022 Gala which raises Operating Funds for the organization	5,000	5,000	5,000
18	13	Museums of Western Colorado	Operations - Programs and operations support for marketing Initiatives to draw visitors to the museums	15,000	10,000	15,000
19	14	One Riverfront (formerly Riverfront Commission)	Operations - Funds allow for the organization to utilize nearly 2,500+ volunteer hours per year and coordinate the development of the riverfront asset with other local partners	17,977	17,977	17,977
20	17	Riverside Educational Center	Operations - Cost of new work space that we moved to due to Covid including insurance, utilities, maintenance and renovations	10,000	1.00	10,000
21	19	Special Olympics	Event Sponsorship - In Lieu of City Fees for costs of Stocker Stadium & LP Pool for 2022 Special Olympics Summer Games	6,000	1.00	6,000
22	21	Western Slope Center for Children	SANE (Sexual Assault Nurse Examiner) program support	7,500	7,500	7,500
23	21	Western Slope Center for Children	General Operating Support (annual contributions for this)	50,000	50,000	50,000
24		CAPITAL REQUESTS				
25	27	Caprock Academy	Capital - Grass field for gathering place next to playground built with 2021 funding	8,300	8,300	8,300
26	30	Colorado West Land Trust	Capital - 10-Mile Off Road Route for Redlands Loop	30,000	30,000	30,000
27	33	Grand Junction Housing Authority	Capital - Building 70 affordable apartment homes within the City. \$300K for City Dev. Fees; \$90K for pre-development architectural/engineering Fees	390,000	300,000	390,000
28	34	Habitat for Humanity	Capital - Continue to build out Hoffman Estates Subdivision by adding four additional homes. These funds would go directly to two of the homes being built	10,000	5,000	10,000

2022 Recommended Non-Profit Funding Budget
Funded by General Fund
November 3, 2021

ITEM REF #	Support Doc. Page #	PARTNER/AGENCY	USE OF FUNDS	2022 MAXIMUM REQUESTED	2022 MINIMUM REQUESTED	2022 RECOMMENDED
29	36	Hilltop Community Resources	Operations - day to day maintenance and administration of Hilltop's Family Resource Center (office support, utilities, repairs and maintenance, and outreach	35,000	12,000	35,000
30	39	HomewardBound of the Grand Valley	Operations - Providing emergency shelter to Homeless individuals and families	50,000	25,000	50,000
31	40	HomewardBound of the Grand Valley	Capital - Updates to North Ave. Homeless Shelter Including fencing of day center	50,000	50,000	50,000
32	41	Mesa Developmental Services (STRiVE)	Operations - Enhance & expand vocational development programs for local adults with intellectual/developmental disabilities for skills training, on-the-job work experience, and employment placement for 156 individuals	50,000	20,000	50,000
33	44	Mind Springs Foundation	Capital - Little Bookcliff Apartments Section 8 Housing facility with new fire alarm system, new kitchens and bathroom amenities, update group therapy and meeting rooms, and paint and stair updates to exterior of the facility	276,809	22,170	276,809
34	46	The House (Karis, Inc.)	Capital-Convert Garage into 2-Bed Apartment at Bonnie's House	40,000	5,000	40,000
35		Total Ongoing Requests		\$ 1,125,586	\$ 636,949	\$ 1,125,586
36		NEW OR REINSTATED REQUESTS (Did not request in 2021)				
37	49	Community Food Bank	Capital - Campaign to renovate current facility. These funds will be used for exterior improvements to facility including a professional mural on the warehouse, fencing for community garden plot, update/improve cooling systems in the warehouse	\$ 23,000	\$ 12,500	\$ 23,000
38	62	Center for Enriched Communication (dba, Counseling & Education Center)	Operations - Supplement Medicaid/Medicare Funding Gap for low income counseling program mental health counseling.	20,000	5,000	20,000
39	66	Foodbank of the Rockies	Capital - Construction of a 50,400 SF warehouse/distribution center moving from Palisade to Grand Junction	50,000	50,000	50,000
40	69	Grand Mesa Nordic Council	Capital - New Signage and a Snowmobile for grooming for cross country ski areas on Grand Mesa	16,600	2,500	16,600
41	70	Grand Valley Peace & Justice	Operations - Identification Project serving low income citizens to provide them help obtain first time Colorado Identification IDs	10,000	7,600	10,000
42	72	Kids Aid	Capital - Parking Lot Improvements at warehouse facility to increase warehouse access for large food deliveries and school site delivery driver access, extension of fencing, address cooling systems for volunteer/employee safety during summer heat	20,000	10,000	20,000
43	73	Loma Cat House	Operations - Spay/Neutering efforts to mitigate cat overpopulation	5,000	2,500	5,000
44	75	Marillac Clinic, Inc.	Capital - Capital campaign in progress for funding of a new \$14M health center project (26K SF health center in a new location	100,000	100,000	100,000
45	79	Mesa County RSVP	Operations - Supplemental funding for an Executive Director to help expand our operations, develop more community connections, recruit more volunteers and allow for expansion of flagship programs	50,000	1,000	50,000

**2022 Recommended Non-Profit Funding Budget
Funded by General Fund
November 3, 2021**

ITEM REF #	Support Doc. Page #	PARTNER/AGENCY	USE OF FUNDS	2022 MAXIMUM REQUESTED	2022 MINIMUM REQUESTED	2022 RECOMMENDED
46	80	Mutual Aid Partners	Capital - Purchase of a commercial transport vehicle with the purpose of utilization within the daily operations of Mutual Aid, providing safe transportation, promote and support other non-profit groups as well as grassroots organizers, volunteers and participants	25,000	20,000	25,000
47	83	Western Colorado Alliance for Community Action	Operations - Shortfall in food and agricultural program due to COVID impacts on our funder Farm Aid. Used to share resources with local ranchers about recent legislation	5,000	-	5,000
48	84	Friends of Youth and Nature	Transportation, Gear, and Scholarships for Grant Junction Youth to participate through MCSD Outdoor Wilderness Lab and Riverside Educational Center's outdoor program	10,000	2,500	10,000
49			Total New Agency Requests	\$ 334,600	\$ 213,600	\$ 334,600
50						
51			Total Dues	\$ 96,986	\$ 96,986	\$ 96,986
52			Total Program, Event Sponsorship, and Grants	\$ 1,125,586	\$ 636,949	\$ 1,125,586
53			Total New Agency Requests	\$ 334,600	\$ 213,600	\$ 334,600
54			Total Non-Profit Funding (Dues, Program, Event, Grants, New Agency)	\$ 1,557,172	\$ 947,535	\$ 1,557,172



**2022 Recommended Capital Projects
City Council Workshop
November 3, 2021**

Line Ref #	Ten Year Cross Ref #	Department	Project Title	2022 Recommended Budget
.75% Sales Tax Capital Projects				
1	51	Street Maintenance	Contract Street Maintenance (Includes Chip Seal/Crackfill)	\$ 4,300,000
Total Street Maintenance				\$ 4,300,000
2	57	General Services	Avalon Theater Improvements (Foundation Match \$50K)	\$ 100,000
3	58	General Services	Municipal Service Center Roof Replacement	350,000
Total General Services				\$ 450,000
4	61	Public Safety	Fire Station 3 Parking Lot at Pomona	\$ 450,000
5	62	Public Safety	Fire Training Center Props (First Responder Tax)	295,000
6	68-70	Public Safety	Fire Station 8 Ambulance/Equipment and Pumper Equipment (First Responder Tax)	589,325
Total Public Safety				\$ 1,334,325
7	75	Parks and Recreation	Columbine Park Minor Renovations (CTF Funded)	\$ 99,200
8	76	Parks and Recreation	Crime Prevention Through Environmental Design (CPTED)	25,000
9	78	Parks and Recreation	Dos Rios to Riverside Raw Water Line	80,000
10	80	Parks and Recreation	Dos Rios Public Amenity	1,000,000
11	86	Parks and Recreation	Playground Repair and Replacement (CTF Funded)	50,000
12	88	Parks and Recreation	Redlands Roundabout (\$50K Donations)	150,000
13	99	Parks and Recreation	Trails - Asphalt Trail Replacements (Parkland Funded; 3 years \$1.5M total)	500,000
14	109	Parks and Recreation	Blue Heron Boat Ramp (Parkland Funded)	500,000
15	111	Parks and Recreation	Botanical Gardens Master Plan (Parkland Funded)	100,000
16	119	Parks and Recreation	Columbine and Kronkright Fence Replacement (CTF Funded)	30,000
17	126	Parks and Recreation	Lincoln Park/Canyon View Pickleball Court Expansion (CTF Funded \$200K, Cannabis Funded \$550K, Pickleball Donations \$50K, Tennis Donations \$50K)	1,600,000
18	133	Parks and Recreation	Monument Connect Phase II (GOCO \$500K, Cannabis \$250K, Parkland \$350K)	1,600,000
19	139	Parks and Recreation	Water Conservation Projects-Turf to Native (Parkland Funded)	75,000
Total Parks and Recreation				\$ 5,809,200
20	141	Public Works	4th & 5th Street Design and Improvements (3 years \$2.2M total)	\$ 700,000
21	142	Public Works	23 3/4 Road Mosaic Factory Development (road construction)	80,000
22	144	Public Works	Alley Improvement Districts (GJHS \$250K; Riverside \$30K)	850,000
23	146	Public Works	Bridge Repairs	115,000
24	149	Public Works	City Entryway Signs	450,000
25	150	Public Works	Colorado River Levee Renovations	75,000
26	151	Public Works	Curb, Gutter, and Sidewalk Safety Repairs	400,000
27	164	Public Works	Monument Road-No Thoroughfare Wash Restoration	50,000
28	165	Public Works	North Avenue Enhanced Transit Corridor (CDOT \$1.35M)	1,735,500
29	167	Public Works	Riverfront Trail Enhancements	50,000
30	168	Public Works	Riverfront Trail Bank Stabilization-Ice Rink Phase II	250,000
31	169	Public Works	Safe Routes to School - 27 Road South of Unaweepe Ave. (CDBG Funded \$180K)	254,278
32	171	Public Works	Streetlight Underground Feed Replacements (4 years \$1.3M total)	100,000
33	172	Public Works	Traffic Signal Upgrade	211,000
34	173	Public Works	Union Pacific Railroad Downtown Quiet Zone	100,000
Total Public Works				\$ 5,420,778
Total .75% Sales Tax Capital Projects				\$ 17,314,303



2022 Recommended Capital Projects
City Council Workshop
November 3, 2021

Line Ref #	Ten Year Cross Ref #	Department	Project Title	2022 Recommended Budget
Storm Drainage Fund				
35	189	Public Works	Drainage System Improvements	\$ 30,000
36	191	Public Works	North Avenue Storm Drain Replacements & Repairs	500,000
Total Drainage Projects				\$ 530,000
Transportation Capacity Fund				
37	213	Transportation Capacity	28 1/4 Road, Patterson to Hawthorne	\$ 390,000
38	216	Transportation Capacity	Broadway at Reed Mesa Left Turn Lane (MC \$75K, Magnus Development \$75K)	400,000
39	217	Transportation Capacity	Crosby Avenue 25 1/2 Rd to Main Street (\$2.56M total)	60,000
40	223	Transportation Capacity	I-70 Interchange @ 29 Road 1601 and Environmental Assessment	633,000
41	225	Transportation Capacity	Tour of Moon/South Broadway Improvements	100,000
42	227	Transportation Capacity	Highway 50 at Palmer Street Intersection Improvements	700,000
Total Transportation Capacity Fee Funded Projects				\$ 2,283,000
43	229	Roadway Expansion	24 Road and Riverside Parkway Interchange (\$6.5M total)	\$ 750,000
44	230	Roadway Expansion	24 Road & G Road Capacity Improvements	12,000,000
45	231	Roadway Expansion	26 1/2 Road, Horizon to Summerhill	1,600,000
46	232	Roadway Expansion	24 1/2 Road, Patterson to G 1/4 Road (\$6M total)	250,000
47	234	Roadway Expansion	B 1/2 Road, 29 Road to 29 1/2 Road (\$3.2M total)	100,000
48	235	Roadway Expansion	D 1/2 Road, 29 to 30 Road (\$3.5M total)	600,000
49	236	Roadway Expansion	F 1/2 Parkway, Market to Patterson (\$17M total)	9,000,000
50	237	Roadway Expansion	F 1/2 Road, 30 Road to Persigo Boundary (\$3.5M total)	600,000
51	238	Roadway Expansion	Horizon at G Road and 27 1/2 (\$4M total) (Highway Safety Imp Funds \$1.5M)	150,000
52	239	Roadway Expansion	Patterson Capacity Improvements (5 intersections)	405,000
Total Roadway Expansion-Bond Funded Projects				\$ 25,455,000
Total Transportation Capacity Capital Projects				\$ 27,738,000
Communication Center Fund				
53	1	Communication Center	800MHz Capital Improvements	\$ 70,000
54	5	Communication Center	Computer-Aided Dispatch (CAD) System Upgrades	20,000
55	6	Communication Center	Comm Center Remodel	100,000
56	8	Communication Center	Command Unit for Incident Dispatch Team (IDT)	100,000
57	12	Communication Center	Microwave Replacement at Radio Sites	150,000
58	13	Communication Center	Mobile Communications Vehicle Technology Upgrades	100,000
59	14	Communication Center	Planned Radio Site Upgrades	150,000
Total Communications Center				\$ 690,000
Water Fund				
60	18	Water	Carson Lake Dam Rehabilitation	\$ 500,000
61	20	Water	Grand Mesa Reservoir Improvements	280,000
62	23	Water	Kannah Creek Flowline	3,550,000
63	24	Water	Purdy Mesa Flowline and Kannah Creek Backwash	7,500,000
64	26	Water	Kannah Creek Water System Improvements	450,000
65	27	Water	Lead Water Line Replacements	170,000
66	28	Water	Ranch Improvements/Sustainable Agriculture	175,000



2022 Recommended Capital Projects
City Council Workshop
November 3, 2021

<i>Line</i> <i>Ref #</i>	<i>Ten</i> <i>Year</i> <i>Cross</i> <i>Ref #</i>	<i>Department</i>	<i>Project Title</i>	2022 Recommended Budget
67	29	Water	SCADA Technician Vehicle	31,000
68	30	Water	Water Line Replacements	2,229,000
69	31	Water	Water Meter Replacement	50,000
70	32	Water	Water Plant Modifications - MCC Replacement	300,000
71	33	Water	Water Rights Infrastructure Development	100,000
72	34	Water	Water Treatment Plant Modifications	95,000
Total Water Projects				\$ 15,430,000
Ridges Irrigation Fund				
73	35	Ridges Irrigation	Distribution System Replacement	\$ 30,000
74	36	Ridges Irrigation	Ridges Irrigation Meter Control Center Replacement	175,000
Total Ridges Irrigation Projects				\$ 205,000
Sewer Fund				
75	37	Joint Sewer Operations	Collection System Equipment	\$ 50,000
76	38	Joint Sewer Operations	Laboratory Equipment	67,500
77	39	Joint Sewer Operations	Lift Station Elimination/Rehabilitation	5,000,000
78	40	Joint Sewer Operations	Odor Control Improvements	3,600,000
79	41	Joint Sewer Operations	Parallel Tiara Rado Force Main	5,000,000
80	42	Joint Sewer Operations	Persigo Plant Studies	225,000
81	43	Joint Sewer Operations	Sewer Capacity Projects-Central Grand Valley Basin	100,000
82	51	Joint Sewer Operations	Sewer Improvement Districts	250,000
83	52	Joint Sewer Operations	Sewer Line Replacements/Rehabilitation	3,696,000
84	53	Joint Sewer Operations	Wastewater Treatment Plant Expansion Projects	3,551,000
85	54	Joint Sewer Operations	Wastewater Treatment Plant Improvements and Asset Replacements	1,300,000
Total Sewer				\$ 22,839,500
TOTAL CAPITAL				\$ 84,746,803

2022 Recommended Capital Project Descriptions November 3, 2021

.75% SALES TAX CAPITAL FUND PROJECTS

STREETS

1. **Street Maintenance, \$4,300,000** – Street Maintenance requires an ongoing annual commitment to maintain the City’s \$266 million worth of street assets. In 2017, this effort was increased with the passing of 2017 Measure 2B, and those funds are part of the ongoing effort to upgrade our pavement condition index (PCI) through 2022 with a target PCI of 73. A pavement management system is used to evaluate pavement quality and prioritize street maintenance needs. Parameters used to determine the PCI for major streets include ride quality, structural adequacy, and surface distress. These parameters are measured every five years by non-destructive testing methods. According to a Colorado Asphalt Paving Association 2016 study, most communities surveyed were trying to maintain a PCI of 73. The City is divided into 12 Street Maintenance Areas (SMAs) with an area scheduled to receive a chip seal each year. However, each of the streets in an SMA are analyzed for the proper treatment, whether that be a fog seal, chip seal, microsurface, overlay or total reconstruction. In 2022, the City’s street maintenance efforts will focus on:
 - **Contract Street Maintenance** – The annual program includes contracting for street maintenance using treatments such as hot mix asphalt overlays, asphalt patching, high density mineral bond (HA5) and street reconstructions.
 - **Chip Seal/Crackfill** – One of the most detrimental effects to the structure of a road is to let water migrates through the surface and get into the subgrade. Allowed to perpetuate, more moisture continues to weaken the subgrade causing more cracks which eventually leads to potholes and degradation of the road surface. The City’s crackfill program aims to fill cracks in all the road surfaces that are planned for chip seal, microsurface or other light maintenance activity. Chipseal enhances safety by providing good skid resistance. They provide an effective moisture barrier for the underlying pavement against water intrusion and prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun. This increased level of expenditure factors in the additional capacity of the Project Team that will be dedicated to street maintenance.

GENERAL SERVICES

2. **Avalon Theater Improvements, \$100,000 (Foundation Match \$50K)** – This will match donations raised by the Avalon Foundation Board’s pipeline project which is focused on further improvements to theater operations and patron experience.
3. **Municipal Service Center Roof Replacement, \$350,000** – The roof is six years past the 20-year life expectancy and has been having numerous leak issues every year. This project would replace the existing ballasted rubber roof membrane with a white non-ballasted thermoplastic polyolefin (TPO) membrane roof system. The reflective properties of the TPO roof also helps to reduce building solar gain which helps with cooling.

PUBLIC SAFETY

4. **Fire Station 3 Parking Lot Construction, \$450,000** – Upon completion of construction of the new Fire Station 3 and relocation of the crew from the existing fire station, the current property and fire station will have asbestos abatement, be demolished, and paved for parking. The parking lot will enlarge the existing Pomona Elementary parking lot to include an additional 60 standard parking spaces and two ADA access spaces. This expansion will accommodate both school parking and Kronkright Field parking.

2022 Recommended Capital Project Descriptions November 3, 2021

5. **Fire Training Center Props, \$295,000 (First Responder Tax Funded)** – This project is to purchase several stand-alone props to be used at the Fire Training Center on Whitewater Hill. These props include liquid propane props for simulating flammable liquid and flammable gas fires. The addition of large specialty rescue props for confined space and trench rescue will also be built to enhance the training of each existing and future department firefighter. Currently, this type of training is obtained out of town or completed only in an academic setting. Many of the skills performed with these fire props is required by the State for certification renewal.
6. **Fire Station 8 Equipment, \$589,325 (First Responder Tax Funded)** – With the completion of construction of Fire Station 8, the City will need to outfit the station with the required equipment including:
 - **Pumper Engine Equipment \$189,000** – Equipment carried on clean cab pumper engines will allow for performing work at both fire incidents and medical incidents. Fire equipment includes hand tools, ladders, hose, nozzles, and extinguishing foam. Medical equipment is the same equipment that is carried on an ambulance, so firefighters can initiate care before an ambulance arrives to transport the patient to the hospital.
 - **Ambulance, \$236,000** – The current ambulance platform is a heavy-duty truck chassis with a modular patient compartment (box) on the rear of the vehicle.
 - **Ambulance Equipment, \$164,325** – Ambulance equipment is used for the emergency care of both medical and trauma patients. Ambulance equipment includes the patient gurney, heart monitor, disposable medical supplies, and additional operational items including radios and computers above the required medical equipment.

PARKS & RECREATION

7. **Columbine Park Minor Renovation, \$99,200 (Conservation Trust Fund (CTF) Funded)** – Built in 1970, Columbine Park has served the eastern side of Grand Junction for years, especially for softball, with its two fields, the shelter and playground. Improving Columbine Park is one of the top priorities for existing park renovations identified in the recently adopted Parks, Recreation and Open Space Master Plan. With the elements described in this 2022 budget proposal, the City seeks to immediately increase utilization of Columbine Park in the short-term. The other improvements in the PROS Master Plan for Columbine such as pickleball courts are larger dollar items and more long-term plans outside of the softball field area. With a lack of sports programming during the pandemic, Columbine is seeing a sharp uptick in the presence of the unhoused. To activate Columbine Park, the City is looking to add improvements to the softball and baseball fields to improve their playability and safety. These include new scoreboards, eliminating the grass lip that is a safety concern when fielding ground balls, providing new infield material, irrigation upgrades, portable mounds, and other landscape improvements. With this budget line item funded, the department would be able to host numerous School District 51, CMU Club softball, Special Olympics, Parks and Recreation Programs as well as practices/games for competitive teams.
8. **Crime Prevention Through Environment Design (CPTED), \$25,000 (\$25K planned annually)** – These dollars will enable Crime Prevention Through Environmental Design or CEPTED Safety improvements, in park system. These funds will be utilized for lighting upgrades, landscape modifications and other ways to control and reduce vandalism, which is currently a major strain on staff in parks such as Canyon View and Las Colonias.

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9. **Dos Rios to Riverside Raw Water Line, \$80,000** - This would connect Riverside Park and landscapes spaces between the park and Dos Rios to complete landscape improvements. 2020 saw a major renovation of Riverside Park. 2021 saw the construction of the horizontal infrastructure at Dos Rios as well as the sale of the property to a private developer. There are several large areas off the new and expanded Riverfront trail where a swing and 4 more pieces of outdoor fitness equipment will be installed, along with landscaping to include various trees and shrubs. Before these items can go in and before the two pearls in the string of pearls may be connected, the new landscaped areas need irrigation from this raw water line. The raw water line currently ends at Hale Avenue which is the project limits for the Dos Rios development. Additionally, this would move Riverside Park from domestic to raw water, which would save about \$5,000 per year in watering costs.
10. **Dos Rios Additional Public Improvements, 1,000,000** – In the sale of the acreage to the private developer for Dos Rios, it was agreed \$1,000,000 of the purchase price paid to the City would be developed to additional public improvements. This is currently under design in partnership with the developer and the City and will likely include an expansive Splash Park, a beach area on the shores of the Colorado River and likely a destination level playground. The splash park will be much larger than the original 300 square foot splash pad that closed several years ago.
11. **Playground Repair and Replacement, \$50,000 (CTF Funded)** – This budget would provide ongoing repair and maintenance of playground equipment in the system’s 25 playgrounds Improved practices in inspections and replacements will cost us more money to keep playgrounds safe as more and more issues are identified. This funding will cover expenses of replacement of features and complete overhaul of fall protection, which has not been previously done in the department’s recent history.
12. **Redlands Roundabout, \$150,000 (\$50K Donations)** – CDOT completed the round-a-bout at C340 and Redlands Parkway several years ago. The center of the roundabout is just crushed granite and there have been increasing calls for the city to provide art in the Redlands Roundabout, especially with Fruita’s new sculpture. A call for artists has already been conducted and three finalists have been chosen to provide the art, which is in the theme of big horn sheep. Offsetting revenues from community fundraising is planned at \$50,000. The newly formed Grand Valley Parks and Recreation Foundation will be leading this fundraising effort working with the Arts Commission.
13. **Trails – Asphalt Trail Replacements, \$500,000 (\$500K planned 2023 and 2024)** – This budget is to repair and replace asphalt and concrete surfaces on trails and in the park system. This budget provides materials for the Project Team to convert 9.2 miles of degrading asphalt trails to concrete over the next three years. This total cost using in-house labor is projected to be less than \$1.5M, which compares to a price of over \$4M if this work was contracted out. This conversion includes various trail locations along the Ridges, South Camp, Redlands Parkway, Junior Service League, Riverfront, and the South Rim Access to State Park. Select locations may be replaced with asphalt. 2022 funds will also cover other trails repairs and improvement to existing concrete surfaces throughout the 20+ mile trail system. This is required to ensure usability, safety, longevity and aesthetics. Trails were the #2 most important amenity desired by the community in the PROS plan, and this repair and replacement budget is important for maintaining and improving the current system.

PARKS AND RECREATION PROS PLAN PROJECTS

14. **Blue Heron Boat Ramp and Trailhead Renovation (PROS), \$500,000 (Parkland Funded)** – The City manages two boat ramps, one at Las Colonias in the middle of town and another at Blue Heron Boat ramp

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west of town at Redlands Parkway. Both ramps are increasingly busy and Blue Heron frequently reaches capacity, especially during the spring and the summer where cars can be seen parked along Riverside Parkway. This requires residents to walk along the roadway where cars are passing by at 50+ miles per hour. This renovation would make the other boat ramp functional, safe, and able to handle the increasingly large crowds using the ramp. It will also double the current parking capacity.

15. **Botanical Gardens Master Plan (PROS), \$100,000 (Parkland Funded)** – The funding would be used to create a master plan to define the direction of the Botanic Gardens, serving the community in a more beneficial way. This plan includes a maintenance shop for the entire River District and expanding the growing facilities (greenhouses) for our Horticulture program. This is a short-term goal, and high priority in the PROS Master Plan. The bookends of the River District are Las Colonias on the east and Dos Rios on the west. The Gardens are directly in the middle and need to be improved to the same caliber as these other destinations within the River District. This is an important additional phase in riverfront revitalization. The budget is large enough to include a construction documents level of design that may be bid out in 2023 or some future year.
16. **Columbine and Kronkright Fence Replacement, \$30,000 (CTF Funded)** – The fences at these very busy ball parks are beyond their useful and safe life and need significant repair. Kronkright needs significant modification, based on the Fire Station 3 construction, for safety and the proximity of the new parking lots to the fields. The current fencing presents a safety hazard to players.
17. **Lincoln Park Pickleball Expansion and Canyon View Tennis Court Expansion (PROS), \$1,600,000 (.75% Sales Tax \$750K, Cannabis Tax \$550K, CTF \$200K, Pickleball Donations \$50K, and Tennis Donations \$50K)** – Four new tennis courts would be built at Canyon View, making a total of 16. This would enable more and larger tournaments and provide for needed capacity for the use by the public, use by programs and use by School District #51. This is currently supported by leaders in the Tennis Community, who were instrumental in building courts in Grand Junction. Once these four new courts are built at Canyon View, the existing four tennis courts at Lincoln Park would be converted to 10 pickleball courts. This would make a total of 18 pickleball courts. Finally, this is one of the highest priority projects in the Parks, Recreation and Open Space Master Plan. The pickleball community is committed to raising \$50,000 for this project and the tennis community is committed to also raising this same amount.
18. **Monument Connect Phase II, \$1,600,000 (.75% Sales Tax \$500K, GOCO Funded \$500K; Cannabis Tax Funded \$250K, Parkland Funded \$350K)** – The Monument Connect Trail Phase I opened in February 2020. It connects downtown Grand Junction with the world class and extensive 80+ mile trail system at Lunch Loops. Phase II picks up that alignment from the Lunch Loop trailhead and continues the 10' concrete trail to the South Camp Road. NEPA permitting is currently being completed using left-over funds from Phase I. When Phase II is complete, the Redlands Loop will be forged and bikes, joggers, and walkers will be connected not only in the beautiful area surrounding the Phase II trail alignment but along the entire expanse of the 13+ miles Redlands Loop.
19. **Water Conservation Projects – Turf to Native, \$75,000 (Parkland Funded)** – Several areas in our parks system have turf that has a very low level of utilization. To conserve water and save on maintenance resources while still preserving an attractive aesthetic, the parks department uses this funding to convert manicured turf to native areas. The native areas employ local florae including shrubs and trees, along with other attractive landscaping elements.

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PUBLIC WORKS

20. **4th & 5th Street Design and Improvements, \$700,000 (\$750K planned 2023 and 2024)** – The 4th-5th Street One-way to Two-way Feasibility study included alternatives for both an enhanced one-way design as well as a two-way configuration. Both alternatives will meet the project goals on enhancing safety, improving walkability and bikeability, activating economic development, and optimizing traffic circulation. Council/DDA is anticipated to decide on which alternative by late Fall 2021. Final design of the selected alternative is proposed for 2022.
21. **23 3/4 Road Mosaic Factory Development, \$80,000** – The proposed Mosaic Factory on the Halandras/ Three Arrows development will construct the west half of 23 3/4 Road between F 1/2 Road and Leland Avenue. The City will reimburse the developer to complete the east half of the 590-foot road.
22. **Alley Improvement Districts, \$850,000 (Assessment Revenue Funded \$280K)** – After a 10-year hiatus, this program was reintroduced in 2020 with funding for one alley. The proposed funding in 2022 will replace two alleys. This program is a partnership with adjacent property owners where residential properties pay 10% of the cost, multifamily 15%, and commercial 50%. Alleys will be reviewed and selected based on previous interest. The alleys proposed for 2022 include the Grand Junction High School (GJHS) Alley (\$650,000 with \$250,000 revenue) and the Riverside Neighborhood alley west of Crawford between Fairview Avenue and Hale Avenue (\$200,000 with \$30,000 in revenue).
23. **Bridge Repairs, \$115,000 (\$105K planned for 2023)** – The City has 38 major (>20 ft. span) bridges and 46 minor (<20 ft. span) bridges to maintain. This item pays for materials for City crews to address maintenance items on some of the bridges to assure they remain in a state of good repair. These items include crack filling, abutment repairs, expansion joint gland replacements, and debris removal from around bridge piers.
24. **City Entry Way Signs, \$450,000** – The City currently has two entry signs located on I-70 just east of Horizon Drive, and on Highway 50 on Orchard Mesa that were constructed in the 1980's. The proposed project is to reconstruct the two existing signs and add a third sign on I-70 west of I-70 B and 22 Road Interchange.
25. **Colorado River Levee Renovations, \$75,000** – The City's levee was constructed in 1996 by the Army Corp of Engineers. It extends from the UPRR Railroad Bridge to the Las Colonias Amphitheater and protects most of lower downtown. The Army Corp of Engineers had deactivated the levee until several encroachments and culverts/discharge pipes can be corrected to meet current standards. Also included in the work is testing/reestablishment of under seepage relief wells/toe drain system. City crews can complete the work so the budget is for materials only except for the relief/toe drains which will be contracted out.
26. **Curb, Gutter, and Sidewalk Safety Repairs, \$400,000 (\$400K planned through 2029)** – This program includes the replacement or repair of deteriorated or hazardous curbs, gutters, and sidewalks on City streets. It also includes replacement of curbs and gutters that do not properly drain. Tripping hazards on sidewalks are given highest priority. Concrete replacement locations are determined from field surveys and citizen complaints. Each location is rated and prioritized according to the type of problem and degree of hazard. The benefits include keeping our curb, gutter, and sidewalks in a state of good repair providing a reliable surface for non-motorized users and conveyance of stormwater without standing water.

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27. **Monument Road-No Thoroughfare Wash Restoration, \$50,000** – No Thoroughfare drainage starts above the Colorado National Monument and drains approximately 16 square miles for National Park Service and Bureau of Land Management land. Between 2006 and 2018, the section of the drainage between Glade Park Road on the south and D Road on the north has accumulated 7-8 feet of sediment raising the level of the wash to the point that now in even very small rain events, the wash spills out into Monument Road and the new Monument Road Trail causing safety issues with the flooding, debris, and silt. Frog Pond LLC at 2501 Monument Road is a small 20-unit development just to the east side of Monument Road that is proposed for construction in 2022. The development needs a lot of fill material. The budgeted amount would allow for City crews to rent a long arm excavator to reestablish the original drainage channel along this 1300-foot segment and dispose of the material across the road in the new development.

28. **North Avenue Enhanced Transit Corridor, \$1,735,500 (2021 Study, Project 2022, CDOT \$1.35M)** – Work in 2021 and Spring 2022 will complete an Enhance Transit Corridor Study that will include a pedestrian access analysis, traffic safety analysis, bus stop amenities analysis, transit speed and reliability analysis, detailed review of transit signal prioritization, and multimodal path analysis. Also included in the scope of work includes 30% plans for a 3,500-foot segment of a multi-use path along one side of North Avenue that would be constructed in the summer/fall of 2022. Mesa County has secured transit funds through CDOT subject to the City providing the matching funds as confirmed by City Council on September 1, 2021, Memorandum of Understanding.

29. **Riverfront Trail Enhancements (Las Colonias), \$50,000** – The developer of the Eddy is required to construct a 10-foot trail across the development just east of the Orchard Mesa Bike/Pedestrian Bridge. Due to the proximity to Las Colonias Park, this trail segment is anticipated to receive higher than normal use from both bicyclists and pedestrians. This request is to expand the code required 10-foot-wide trail to 12-foot width (\$20,000) as well as construct an 80-foot section of trail and drainage crossing to connect to the existing trail network within Las Colonias Park (\$30,000).

30. **Riverfront Trail Bank Stabilization (Ice Rink Phase II), \$250,000** – In 2020, city crews restored a segment of riverbank and riverfront trail that had washed away in 2018. Another 600-foot section, just south of this repair is in jeopardy of washing out with erosion encroaching near the trail.

31. **Safe Routes to Schools – 27 Road South of Unaweep Avenue, \$254,278 (CDBG Funded \$180,359)** – 27 Road Safe Routes to School project will construct 1,200 feet of curb, gutter, and sidewalk, 4 accessible ramps and 1 crosswalk to complete a neighborhood connection between Unaweep Avenue and B-3/4 Road. Irrigation work necessitates construction after irrigation season ends.

32. **Streetlight Underground Feed Replacements, \$100,000 (\$300K planned for 2023-2024, \$600k 2025)** – Xcel Energy has identified several streetlights that are out due to aging direct bury underground feeds that have failed. Xcel will replace the existing feeds that have failed by boring new conduit and conductor to restore electricity to the lights.

33. **Traffic Signal Upgrades, \$211,000** – The City currently owns 52 traffic signals with electronic controllers of varying age and functionality and operates the 46 state highway signals inside the City limits under a maintenance contract. Upgrades to signal equipment are required for safety and compliance with Federal requirements. This is an on-going replacement/upgrade program for traffic signal controllers and other equipment. Maintaining a replacement cycle for signal controllers and equipment is necessary, primarily because of the limited-service life of the equipment which is exposed to in-the-field conditions. It is also

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necessary to keep pace with current technology supporting traffic signal coordination, vehicle detection, and emergency pre-emption systems; all of which contribute to safer and less congested roadways.

34. **Union Pacific Railroad (UPRR) Downtown Quiet Zone (Design), \$100,000** – Currently trains must sound horns at both the 7th Street and 9th Street crossings through downtown. The DDA/City hired a consultant to evaluate the feasibility of developing a quiet zone. With the construction of additional safety measures including improved signal circuitry, additional arms, and median work, UPRR would not be required to sound horns at each of the crossings increasing quality of life for all downtown residents, businesses, and visitors.

STORM DRAINAGE FUND CAPITAL PROJECTS

35. **Drainage System Improvements, \$30,000** – Many small drainage improvements are constructed by City crews. This funding buys materials for Public Works Stormwater Division to install.
36. **North Avenue Storm Drain Replacements & Repairs, \$500,000** – CDOT will be overlaying North Avenue starting in April 2022. Recently completed storm drain video inspections have identified several spot repairs and full replacements that are recommended to be completed in advance of the construction. Funded by 0.75% sales tax.

TRANSPORTATION CAPACITY FUND CAPITAL PROJECTS

TRANSPORTATION CAPACITY

37. **28 1/4 Road (Patterson to Hawthorne), \$390,000** – 28 Road and Patterson has been the site of many accidents and with increasing traffic on Patterson Road the intersection is becoming more challenging for motorists turning left from southbound 28 Road. This project will extend 28 ¼ Road 600 feet north to Hawthorne Avenue providing Grand View and Spring Valley subdivisions access to the 28 1/4 Road signal for safer left turns onto Patterson. The alignment will follow the Matchett Park Master Plan. Originally budgeted for 2021 construction, long lead times for Grand Valley Power utility relocations necessitated moving the budget to 2022.
38. **Broadway at Reed Mesa Left Turn Lane, \$400,000 (Mesa County \$75k, Magnus Development \$75k)** – As part of the Magnus Court Subdivision State Highway 340 (Broadway) access approval from CDOT, a left turn lane is needed at Reed Mesa. This project will widen Broadway to accommodate a west bound left turn lane as well as relocate the existing pedestrian signal west of the intersection. The work is proposed in the summer of 2022 to avoid school being in session. As the turn lane benefits existing subdivisions, Mesa County is contributing \$75k for the project. The developer is participating and contributing \$75k in addition to payment of transportation impact fees. Originally budgeted for 2021 construction, the development was postponed until 2022 and therefore the City similarly postponed the turn lane construction.
39. **Crosby Avenue 25 1/2 Road to Main Street, \$60,000 (\$2.5M planned for 2023)** – Crosby Avenue serves as an extension of Main Street to significant retail shopping and both existing and burgeoning residential areas. The high-return, timely project will substantially improve safety, economic opportunity, and active transportation access in the heart of the community. Crosby Avenue would transform from a narrow local street with no bicycle or pedestrian facilities to a robust multimodal corridor with safer facilities,

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landscaping, and lighting tying into the existing bicycle-pedestrian bridge over the Union Pacific Railroad tracks between low-income Riverside neighborhood and the rest of Downtown.

40. **I-70 Interchange @ 29 Road 1601 and Environmental Assessment (City Share), \$633,000** – In 2019 the City and County partnered with Mesa County on a Planning and Environmental Linkages (PEL) that was the first phase of environmental documentation for the construction of a new interchange on I-70 at 29 Road. The completion of the documentation for CDOT's policy directive 1601 and the accompanying environmental assessment will require an estimated \$1.6 million that will again be split with Mesa County over 2021 and 2022.
41. **Tour of the Moon/S. Broadway Improvements, \$100,000** – Mesa County and City staff have been working together on improving infrastructure as follow-up to citizen concerns for the popular Tour of the Moon bike route through much of the Redlands. Mesa County has agreed to match the City's investments in widening key segments of South Broadway to improve safety for motorists and bicyclists. Proposed for 2022 is the westbound climbing lane and trail improvements on South Broadway just east of Tiara Rado.
42. **Highway 50 at Palmer Street Intersection Improvements, \$700,000** – As part of the Tracy Village Subdivision development, per TCP policy, the City will fund intersection improvements at Highway 50 and Palmer Street and Highway 50 at Linden Avenue for the new Taco Bell to move forward.

ROADWAY EXPANSION PROJECTS

43. **24 Road and Riverside Parkway Interchange, \$750,000 (\$5.5M planned 2023-2024)** Intersection improvements are proposed to improve circulation and make interchange more intuitive. This project also constructs bike path connecting Riverfront Trail to Mesa Mall and on to Canyon View Park. For 2022, the funding will extend the 24 Road trail from F 5/8 Road to Canyon View Park and is offset by \$360K from CDOT's Multi-Modal Options Fund (MMOF).
44. **24 Road & G Road Capacity Improvements, \$12,000,000** – With recent growth along both the 24 Road and G Road corridors, this intersection experiences long delays during peak hours of the day. These capacity improvements will add capacity to both corridors thereby minimizing motorist delays. This project will widen 24 Road to 5 lanes from Patterson Road to I-70 as well as widen G Road from 23 1/2 Road to 24 1/2 Road. This stretch of G Road is experiencing growth with the Medical Office Building and Community Hospital on the west and Caprock Academy on the east. This project will tie into the 24 1/2 Road improvements that are also part of Ballot Initiative 2A.
45. **26 1/2 Road, Horizon to Summerhill, \$1,600,000 (\$13M planned 2023-2026)** – 26 1/2 Road will be widened to a three lane "collector" road including center turn lane, curb, gutter, sidewalks, and streetlights from Horizon Drive to Summerhill including a new pedestrian bridge over I-70.
46. **24 1/2 Road, Patterson to G 1/4 Road, \$250,000 (\$5.75M planned 2023-2024)** – 24 1/2 Road will be widened to a three lane "collector" road including center turn lane, curb, gutter, sidewalks, and streetlights from Patterson Road to G 1/4 Road.
47. **B 1/2 Road, 29 Road to 29 1/2 Road, \$100,000 (\$3.1M planned 2023-2024)** – B 1/2 Road will be widened to a three lane "collector" road including turn lane, curb, gutter, sidewalk, and streetlights from 29 Road to 29 3/4 Road providing safer routes for kids to get to and from school at Lincoln Orchard Mesa Elementary.

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48. **D 1/2 Road, 29 to 30 Road, \$600,000 (\$2.9M planned 2023)** – D 1/2 Road will be widened to a three lane “collector” road including center turn lane, curb, gutter, sidewalk, and streetlights from 29 1/4 Road to 30 Road providing safer routes for kids to get to and from school at Pear Park Elementary.
49. **F 1/2 Road Parkway, Market to Patterson \$9,000,000 (\$7.3M planned 2023)** – The creation of the F 1/2 Road Parkway from 24 Road to Patterson Road. This 5-lane, multimodal arterial will provide an alternative route around congested Patterson Road and serve rapidly developing area.
50. **F 1/2 Road, 30 Road to Persigo Boundary, \$600,000 (\$2.9M planned for 2023)** – F 1/2 Road will be widened to a three lane “collector” road including center turn lane, curb, gutter, sidewalk, and streetlights from 30 Road to east of Thunder Mountain Elementary providing safer routes for kids to get to and from school.
51. **Horizon at G Road and 27 1/2 Road, \$150,000 (Highway Safety Imp. Funded \$1.5M) (\$3.75M planned 2023)** – The Horizon Drive and G Road Intersection will be reconstructed, and the existing signalized intersection will be replaced with a two-lane roundabout as a safety improvement. Roundabouts have been proven nationally, across the state, and locally to provide significant safety improvements. The roundabout will help set the context for the corridor as the transition from a more rural Horizon Drive into the dense commercial space. The City has received a \$1.5M grant from CDOT’s Highway Safety Improvement Program for State FY2023.
52. **Patterson Capacity Improvements (Five intersections), \$405,000 (\$500K planned 2023-2024)** – With the volume of cars using Patterson Road higher now than ever before, there has been an observed degradation in the level of service and vehicle delays experienced at key intersections along the corridor due to traffic volume growth. The increases in vehicle delay and degradation in level of service cannot be solved with traffic signal timing optimization; it requires roadway expansion. One way to expand roadway capacity is by adding turn lanes at signalized intersections. An analysis of all the traffic signals on Patterson Road was performed to identify which intersections, and specifically which intersection approaches, would benefit the most from adding right turn lanes. In some instances, by adding turn lanes to side streets and reducing the amount of time required for north-south travel, it can provide more time for east-west travel on Patterson Road and thus increase capacity. The following represent the “Top 5”: 25 Road eastbound to southbound; 12th Street southbound to westbound; 28 1/4 Road eastbound to south bound, 29 Road eastbound to southbound, 29 Road southbound to westbound.

COMMUNICATIONS CENTER FUND CAPITAL PROJECTS

53. **800 MHz Capital Improvements, \$70,000 (\$70K planned for 2023)** – Capital improvements for the 800MHz radio infrastructure. This will cover those capital improvements/emergency repairs for the 800MHz radio infrastructure.
54. **Computer-Aided Dispatch (CAD) System Upgrades, \$20,000** – These funds are needed for the integration of CAD and Next Gen 911 technologies.
55. **Comm Center Remodel, \$100,000** – This project will allow for the remodel of the Communications Center to provide additional workspace for three call-taker positions as well as for future planned growth.
56. **Command Unit for Incident Dispatch Team (IDT), \$100,000** – This will fund the purchase and outfitting of an SUV type of unit that will be able to quickly respond to IDT incidents and requests not requiring the

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larger response truck. This unit will be able to be staffed by one or two of our IDT staff to cover those serious but smaller and shorter-term incidents.

57. **Microwave Replacement at Radio Sites, \$150,000 (\$150K planned for 2023)** – The microwave units at several radio sites are more than 10 years old and need to be replaced to remain compatible with the 800 MHz statewide network. It is also to provide new functionality and capacity in preparation for building a backup 911 network that will connect to other Communication Centers.
58. **Mobile Communications Vehicle Technology Upgrades, \$100,000** – This is to replace the core of the technologies in the IDT truck, which was received by the City in 2007. This includes the replacement of the phone system, satellite internet dish, and tracking system, cell repeaters, weather station equipment, and 17 Mobile Radios.
59. **Planned Radio Site Upgrades, \$150,000** – This is for the scheduled Motorola hardware replacements for the State DTR system in preparation for the statewide 2022 Motorola Upgrade. This upgrade replaces the DTR S2500 site routers and equipment installed in 2010-2012 at the Communications Center and the remaining DTR sites. This equipment is what ties our Communications Center and our sites into the State DTR network.

ENTERPRISE FUNDS CAPITAL PROJECTS

WATER FUND

60. **Carson Lake Dam Rehabilitation, \$500,000** – Rehabilitation of Hogchute Reservoir (aka Carson Lake) began in 2021 and included spillway improvements, replacement of outlet works, and an early warning system. This reservoir was reclassified as a high hazard dam in 2015 due to increased development downstream. Additional work was necessary to obtain soil materials to rebuild the embankment because the original material was not suitable. This additional work delayed completion of the auxiliary spillway and installation of the early warning system before the end of the construction season. The additional costs are for remobilization and completion of these remaining elements of the project.
61. **Grand Mesa Reservoir Improvements, \$280,000** – These funds will be utilized to conduct a Comprehensive Dam Safety Evaluation on Flowing Park Reservoir as required by the State Engineer's Office. The spillway on Raber-Click Reservoir will be replaced as well as other minor improvements at the City's reservoirs on the Grand Mesa recommended by the State Dam Safety Engineer based on annual inspections.
62. **Kannah Creek Flowline \$3,550,000** – This project and the following (Purdy Mesa) are for water line and infrastructure replacements in the raw water supply system. Most of the lines to be replaced are 20" to 24" ductile iron or steel lines that have been in service more than 50 years and have a recent history of breaks. The Kannah Creek project is for the replacement of 3 miles of Kannah Creek flowline between the Intake and Juniata Reservoir, the scope of this project has been expanded due to the discovery of additional steel pipe in this section that was thought to had been replaced with PVC already. The majority of this project is funded through a low-interest Colorado Water Conservation Board (CWCB) Water Loan Program.
63. **Purdy Mesa Flowline and Kannah Creek Backwash \$7,500,000** – The project includes replacing two sections of the Purdy Mesa flowline (7.0 miles), a pressure control tank above Sullivan Draw, and the

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backwash line at the Kannah Creek Water Treatment Plant. The majority of this project is funded through a low-interest Colorado Water Conservation Board (CWCBC) Water Loan Program.

64. **Kannah Creek Water Distribution System Improvements \$450,000** – These funds will be used to upsize the storage tank in the Kannah Creek Distribution System as determined by modeling performed in 2021.
65. **Lead Water Line Replacements, \$170,000** – Funding will be utilized to continue a lead service line replacement program. This program includes replacement of the municipal service line as well private service lines for properties that qualify for Community Development Block Grant (CDBG) funding.
66. **Anderson and Hallenbeck Ranch Improvements, \$175,000 (\$28K planned in 2023)** – City Lessees applied for an NRCS grant to cover expenses associated with the installation of gated pipe on the Anderson Ranch. This project will be phased over 4 years with \$150,000 planned in 2022 and remaining \$300,000 in subsequent years. The remaining funding (\$25,000) will be used to implement sustainable agriculture plans for the Hallenbeck Ranch as well as miscellaneous maintenance projects.
67. **SCADA Technician Vehicle, \$31,000** – Funding will be used to purchase a vehicle for the new SCADA Technician who will be hired in 2022.
68. **Water Line Replacements, \$2,229,000** – Water Line Replacements in the Distribution System. Most of the lines to be replaced are 4" to 12" cast iron lines that have been in service more than 50 years and have a recent history of breaks or are in areas targeted to increase flow capacity to meet fire protection requirements. All lines will be replaced with Polyvinyl Chloride (PVC) pipe, thereby eliminating the possibility of external corrosion. The existing cast iron pipe materials are highly susceptible to external corrosion. Selection of project areas is based on pipe condition as well as street overlay and reconstruction schedules. In addition, water lines replacements needed to improve flow capacity to the Dos Rios development will be included.
69. **Water Meter Replacement, \$50,000 (\$10K planned for 2023)** – Replacement of manual read meters with radio read meters was completed in 2021. Starting in 2022, funding will be used to upgrade meter pits.
70. **Water Plant Modifications, MCC Replacement, \$300,000** – These funds are for replacement of equipment and upgrades at the water treatment plant associated with the motor control center (MCC) that was designed in 2021. Additionally, concrete structures will be evaluated for adequate structural integrity and improvements will be made to Reservoir #4.
71. **Water Rights Infrastructure Development, \$100,000 (\$500K Total)** – Funding will facilitate acquisition of agricultural irrigation water rights as they become available.
72. **Water Treatment Plant Modifications, \$95,000 (\$100K planned in 2023)** – These funds are used for replacement of equipment and upgrades at the water treatment plant. In 2022, the third phase of the Supervisory Control and Data Acquisition (SCADA) system upgrade project will be completed. The upgraded SCADA system will allow for a computer interface between all processes at the plant and incorporate watershed and distribution system monitoring. Also included in this project is replacing fluoridation equipment and pipe gallery valves. A grant of \$5,000 is anticipated from CDPHE for the fluoridation equipment.

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RIDGES IRRIGATION FUND

- 73. **Distribution System Replacement, \$30,000 (\$30K planned for 2023)** – This will continue an incremental replacement plan of the distribution system at the Ridges Subdivision.
- 74. **Ridges Irrigation Motor Control Center (MCC) Replacement, \$175,000** – This will fund the replacement and upgrade of the MCC system serving the Ridges Irrigation System.

JOINT SEWER OPERATIONS FUND

- 75. **Collection System Equipment, \$50,000 (\$50K planned in 2023)** – These funds are recommended to purchase specialty equipment needed to efficiently operate and maintain the sewer collection system. Funds in 2022-2024 are planned for upgrading to cellular telemetry across all 26 lift stations.
- 76. **Laboratory Equipment, \$67,500** – Replacement of obsolete flow injection analysis instrument with discrete analyzer for nutrient analysis required per Colorado Regulation 85. Discrete analyzers are the current technology used for this type of analysis and will improve the laboratory detection capability, reduce instrument maintenance, reduce costs for consumables, reduce waste, and reduce run times with advanced automation.
- 77. **Lift Station Elimination/Rehabilitation, \$5,000,000** – The 2022 requested funds will be used to replace the Ridges #1 Lift Station. This lift station has surpassed its design life and it is recommended to be replaced due to existing deficiencies regarding their condition, capacity, and long-term reliability. Design of the new Power Road Lift station and associated sewer pipelines was completed in 2021 and construction will be completed in 2022. Funding planned for 2022 and beyond also include implementation of predictive and preventative maintenance programs for the 26 lift stations in the collection system.
- 78. **Odor Control Improvements, \$3,600,000 (\$750,000 Planned 2023-2024)** – Design of odor control improvements for the wastewater treatment plant and the sewer collection system was completed in 2021. The recommended funds for 2022 are for construction of odor control improvements.
- 79. **Parallel Tiara Rado Force Main Under Colorado River, \$5,000,000** – Design of a new force main for the Tiara Rado Lift Station was completed in 2021 and necessary easements were obtained. Recommended 2022 funds are to construct the parallel force main from the Tiara Rado lift station, under the Colorado River, to the River Road Interceptor east of the Persigo Wastewater Treatment Plant.
- 80. **Persigo Plant Studies, \$225,000** – Funds budgeted in 2022 are to complete a SCADA Improvement Plan. This plan will provide a detailed implementation approach for the replacement and investments needed for the process network, instrumentation, communication, and control systems at the Persigo Wastewater Treatment Plant and for remote assets in the collection system such as lift stations, chemicals tanks and odor treatment processes.
- 81. **Sewer Capacity Projects, \$100,000 (\$814K Planned in 2023)** – The Wastewater Basin Masterplan identified several capacity deficiencies in the sewer collection system under current and future flows. Funds budgeted in 2022 are to conduct a detailed technical evaluation of the improvements needed in the Central Grand Valley Basin, a flow balance structure on the Riverside interceptors, and upsizing of the Grand Valley By-products lift station and associated forcemain and gravity sewers.

2022 Recommended Capital Project Descriptions November 3, 2021

82. **Sewer Improvement Districts, \$250,000 (\$1M Planned in 2023)** – In 2000, the City and the County passed a joint resolution establishing the septic system elimination program to provide incentives to property owners to eliminate septic systems. There are still approximately 1,550 properties that remain on septic systems within the Persigo 201 sewer boundary. The program has not yet achieved the goal of eliminating septic systems and making available connection to the sewer system to all properties within the service area. One small sewer improvement district was completed in 2020. Previously, the last sewer improvement district was completed in 2010. Recommended funding for 2022 is to revitalize the incentive program by targeting completion of existing and new sewer improvement districts over the next 17 years as recommended in the 2020 Wastewater Basin Study Update.
83. **Sewer Line Replacement/Rehabilitation, \$3,696,000** – Funds are budgeted to replace/rehabilitate existing sewer mains within the Persigo 201 service area collection system. The collection system is comprised of approximately 577 miles of pipe of which approximately 200 miles is scheduled for replacement over the next 30 years. Since 2015, 30 miles of pipe have been replaced and 170 miles of pipe have been identified for replacement based on pipe materials. Annual condition assessments are conducted to prioritize replacements based on condition.
84. **Wastewater Treatment Plant Rehabilitation/Expansion Projects, \$3,551,000 (\$55.9 million planned 2023-2026)** – This funding will be used for detailed engineering design and permitting of wastewater treatment units that will require rehabilitation to address aging infrastructure or operational deficiencies over the next 5 years. Since the plant is currently at 80 percent capacity and will require expansion in the next 8 years, design plans will consider future expansion needs in selection of the rehabilitation or replacement option. Infrastructure assets that will be addressed in the next 5 years include aeration, solids dewatering, ultraviolet disinfection, solids/grit screening, and the electrical conduit system.
85. **Wastewater Treatment Plant Improvements and Asset Replacement, \$1,300,000** – These expenditures are associated with wastewater treatment plant improvements and replacement of aging infrastructure. The funds planned for 2022 will be used for rehabilitation of aerators in the Flow Equalization Basin and the rehabilitation of existing UV disinfection banks as well as miscellaneous rehabilitation/replacement projects.



Ten-Year Capital Plan
Government Capital Funds
.75% Sales Tax*, Drainage, and Transportation Capacity Funds
November 3, 2021

	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
1 Fund 201 .75% Capital	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
2 <i>Sales Tax Growth Assumptions</i>	5.0%	4.5%	4.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%		
3 REVENUE												
4 3/4% Sales Tax Revenue	\$ 16,284,438	\$ 17,017,238	\$ 17,697,927	\$ 18,051,886	\$ 18,412,923	\$ 18,781,182	\$ 19,156,806	\$ 19,539,942	\$ 19,930,741	\$ 20,329,355	\$ 87,464,412	\$ 185,202,437
5 3/4% Use Tax Revenue	240,327	240,327	240,327	240,327	240,327	240,327	240,327	240,327	240,327	240,327	1,201,635	2,403,270
6 First Responder Tax ("FRT")	884,325	8,449,814	-	-	-	-	-	400,000	10,000,000	12,600,000	9,334,139	32,334,139
7 Cannabis Tax	800,000	300,000	2,400,000	550,000	1,300,000	1,615,000	-	-	-	-	5,350,000	6,965,000
8 2017 Authorized TABOR Funding for Streets (2022 final year)	1,052,447	-	-	-	-	-	-	-	-	-	1,052,447	1,052,447
9 CDBG Funded Projects	180,359	-	-	-	-	-	-	-	-	-	180,359	180,359
10 Charges For Services (Utility Construction Reimbursement)	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	425,000	850,000
11 Alley Improvement District Assessments	280,000	30,000	30,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	460,000	760,000
12 Avalon Foundation Donation for Capital Improvements to Theater	50,000	-	-	-	-	-	-	-	-	-	50,000	50,000
13 Conservation Trust Funded Projects	379,200	567,000	445,000	200,000	365,000	200,000	50,000	200,000	50,000	200,000	1,956,200	2,656,200
14 Parkland Funded Projects	1,405,000	1,250,000	1,050,000	1,050,000	200,000	330,000	100,000	100,000	100,000	100,000	4,955,000	5,685,000
15 Ongoing Revenues	\$ 21,641,096	\$ 27,939,379	\$ 21,948,254	\$ 20,237,213	\$ 20,663,250	\$ 21,311,509	\$ 19,692,133	\$ 20,625,269	\$ 30,466,068	\$ 33,614,682	\$ 112,429,192	\$ 238,138,852
16 PROJECT SPECIFIC REVENUES												
17 Botanic Gardens (GOCO - Stewardship)	-	-	-	400,000	400,000	-	-	-	-	-	800,000	800,000
18 Canyon View Tennis Court Improvements (GOCO)	-	-	-	-	-	1,250,000	-	-	-	-	-	1,250,000
19 GVT DASH Revenue from Partners	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	225,000	450,000
20 Horizon Drive BID-Pay Back (Through 2023)	58,679	58,679	-	-	-	-	-	-	-	-	117,358	117,358
21 Las Colonias Park CTF Annual Contribution	78,982	78,982	78,982	78,982	78,982	78,982	78,982	78,982	78,982	78,982	394,908	789,816
22 Las Colonias Park Parkland Annual Contribution	59,792	59,792	59,792	59,792	59,792	59,792	59,792	59,792	59,792	59,792	298,961	597,923
23 Lincoln Park/Canyon View Pickleball Court Imp. (\$50k Pickleball Partners, \$50k Tennis Partners)	100,000	-	-	-	-	-	-	-	-	-	100,000	100,000
24 Mill Tailing Repository Removal (DOLA)	-	-	100,000	-	-	100,000	-	-	-	-	100,000	200,000
25 Monument Connect Phase II, Lunch Loop Trailhead to South Camp Road (GOCO)	500,000	-	-	-	-	-	-	-	-	-	500,000	500,000
26 North Avenue Enhanced Transit Corridor CDOT	1,350,000	-	-	-	-	-	-	-	-	-	1,350,000	1,350,000
27 Redland Roundabout Community Fundraising	50,000	-	-	-	-	-	-	-	-	-	50,000	50,000
28 Redlands Tailrace Whitewater Park (GOCO)	-	-	-	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000
29 Rivertrail Expansion GOCO	-	-	1,350,000	-	-	-	-	-	-	-	1,350,000	1,350,000
30 Turf Replacement Stocker-Partners	-	-	250,000	-	-	-	-	-	-	-	250,000	250,000
31 Velodrome (total of 11.7M: CMU, 4M; City, 4M; 3.7M fundraising)	-	-	-	-	-	-	-	-	7,700,000	-	-	7,700,000
32 Project Specific Revenues	\$ 2,242,453	\$ 242,453	\$ 1,883,774	\$ 583,774	\$ 1,583,774	\$ 1,533,774	\$ 183,774	\$ 183,774	\$ 7,883,774	\$ 183,774	\$ 6,536,227	\$ 16,505,096
33 Total Revenue	\$ 23,883,549	\$ 28,181,832	\$ 23,832,028	\$ 20,820,987	\$ 22,247,024	\$ 22,845,283	\$ 19,875,906	\$ 20,809,043	\$ 38,349,841	\$ 33,798,456	\$ 118,965,419	\$ 254,643,949
34												
35 Debt and Reoccurring Expenses												
36 City Council Economic Development Contingency (funded by sale of Dos Rios property)	\$ (1,842,436)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,842,436)	\$ (1,842,436)
37 Economic Development Contributions	(1,648,869)	(1,648,869)	(1,648,869)	(1,648,869)	(1,648,869)	(1,398,869)	(1,398,869)	(1,398,869)	(1,398,869)	(1,398,869)	(8,244,345)	(15,238,690)
38 Business Incubator	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(53,600)	(268,000)	(536,000)
39 CMU Classroom Building	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(2,500,000)	(3,750,000)
40 CMU Scholarships	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(2,750,000)	(5,500,000)
41 Downtown Business Improvement District	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(15,269)	(76,345)	(152,690)
42 Grand Junction Economic Partnership	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(200,000)	(400,000)
43 Grand Valley Transit	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(435,000)	(2,175,000)	(4,350,000)
44 Grand Valley Transit-Dash	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)	(275,000)	(550,000)
45 Facilities Major Systems Repair and Replacement Accrual	-	-	(200,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(1,200,000)	(3,700,000)
46 Las Colonias Business Park Annual Contribution to DDA	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(696,834)	(3,484,170)	(6,968,340)
47 Parkway and Transportation Expansion Debt Payment	(4,799,588)	(4,734,919)	(4,726,042)	(4,183,278)	(4,182,417)	(4,183,816)	(4,190,564)	(4,181,700)	(4,185,975)	(4,186,800)	(22,626,244)	(43,555,099)
48 Public Safety Debt Payment	(1,500,100)	(1,497,950)	(1,525,050)	(1,497,000)	(1,497,500)	(1,500,500)	(1,501,000)	(1,498,750)	(1,498,750)	(1,498,750)	(7,517,600)	(15,015,350)
49 Spring Clean Up	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(220,000)	(1,100,000)	(2,200,000)
50 Storm Drainage	(500,000)	(1,500,000)	-	(200,000)	-	-	-	-	-	-	(2,200,000)	(2,200,000)
51 Street Maintenance	(4,300,000)	(3,000,000)	(3,090,000)	(3,182,700)	(3,278,181)	(3,376,526)	(3,477,822)	(3,582,157)	(3,689,622)	(3,800,310)	(16,850,881)	(34,777,318)



Ten-Year Capital Plan
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		Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
52	Grand Jct Convention Center Improvements Annual Contribution to DDA	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(258,087)	(1,290,435)	(2,580,870)
53	Total Debt and Reoccurring Expenses	\$ (15,765,914)	\$ (13,556,659)	\$ (12,364,882)	\$ (12,386,768)	\$ (12,281,888)	\$ (12,134,632)	\$ (12,243,176)	\$ (12,336,397)	\$ (12,448,137)	\$ (12,559,650)	\$ (66,356,111)	\$ (128,078,104)
54	Remaining Revenues Available	\$ 8,117,635	\$ 14,625,172	\$ 11,467,146	\$ 8,434,219	\$ 9,965,136	\$ 10,710,650	\$ 7,632,730	\$ 8,472,646	\$ 25,901,705	\$ 21,238,806	\$ 52,609,308	\$ 126,565,845
55	MAJOR PROJECTS												
56	GENERAL SERVICES	\$ (450,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (450,000)	\$ (450,000)
57	Avalon Theater Improvements (Foundation Match \$50K)	(100,000)	-	-	-	-	-	-	-	-	-	(100,000)	(100,000)
58	Municipal Service Center Roof Replacement	(350,000)	-	-	-	-	-	-	-	-	-	(350,000)	(350,000)
59	PUBLIC SAFETY	\$ (1,334,325)	\$ (8,449,814)	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ (400,000)	\$ (10,000,000)	\$ (12,600,000)	\$ (9,784,139)	\$ (33,784,139)
60	Backup Comm Center	-	-	-	-	-	(1,000,000)	-	-	-	-	-	(1,000,000)
61	Fire Station No. 3 Parking Lot at Pomona	(450,000)	-	-	-	-	-	-	-	-	-	(450,000)	(450,000)
62	Fire Training Center Props (FRT)	(295,000)	-	-	-	-	-	-	-	-	-	(295,000)	(295,000)
63	Fire Station No. 7 (23 & H Road)(FRT)	-	(6,500,000)	-	-	-	-	-	-	-	-	(6,500,000)	(6,500,000)
64	Fire Station No. 7 Aerial Truck (Ladder) (FRT)	-	(1,300,000)	-	-	-	-	-	-	-	-	(1,300,000)	(1,300,000)
65	Fire Station No. 7 Aerial Truck (Ladder) Equipment (FRT)	-	(208,373)	-	-	-	-	-	-	-	-	(208,373)	(208,373)
66	Fire Station No. 7 Ambulance (FRT)	-	(260,273)	-	-	-	-	-	-	-	-	(260,273)	(260,273)
67	Fire Station No. 7 Ambulance Equipment (FRT)	-	(181,168)	-	-	-	-	-	-	-	-	(181,168)	(181,168)
68	Fire Station No. 8 Pumper Engine Equipment, (FRT)	(189,000)	-	-	-	-	-	-	-	-	-	(189,000)	(189,000)
69	Fire Station No. 8 Ambulance (FRT)	(236,000)	-	-	-	-	-	-	-	-	-	(236,000)	(236,000)
70	Fire Station No. 8 Ambulance Equipment (FRT)	(164,325)	-	-	-	-	-	-	-	-	-	(164,325)	(164,325)
71	Police Department Annex Building (FRT)	-	-	-	-	-	-	-	(400,000)	(10,000,000)	(12,600,000)	-	(23,000,000)
72	PARKS AND RECREATION	\$ (1,904,200)	\$ (1,242,000)	\$ (3,250,000)	\$ (1,175,000)	\$ (590,000)	\$ (18,955,000)	\$ (355,000)	\$ (6,125,000)	\$ (11,850,000)	\$ (2,150,000)	\$ (8,161,200)	\$ (47,596,200)
73	Canyon View Field Lighting	-	-	-	(400,000)	-	-	-	-	-	-	(400,000)	(400,000)
74	Cemetery Improvements	-	-	(45,000)	-	-	-	-	-	-	-	(45,000)	(45,000)
75	Columbine Park Minor Renovations (CTF)	(99,200)	-	-	-	-	-	-	-	-	-	(99,200)	(99,200)
76	Crime Prevention Through Environmental Design (CPTED) Safety Improvements	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	-	-	(125,000)	(200,000)
77	Dog Park at Jr. Service League (Parkland)	-	-	-	(50,000)	-	-	-	-	-	-	(50,000)	(50,000)
78	Dos Rios to Riverside Raw Water Line (Parkland)	(80,000)	-	-	-	-	-	-	-	-	-	(80,000)	(80,000)
79	Dos Rios Playground (CTF)	-	(200,000)	-	-	-	-	-	-	-	-	(200,000)	(200,000)
80	Dos Rios Public Amenity	(1,000,000)	-	-	-	-	-	-	-	-	-	(1,000,000)	(1,000,000)
81	LP Pool Boiler (CTF)	-	-	(50,000)	-	-	-	-	-	-	-	(50,000)	(50,000)
82	LP Pool Circulation Pump (CTF)	-	(25,000)	-	-	-	-	-	-	-	-	(25,000)	(25,000)
83	LP Pool Deck Furniture Replacement (CTF)	-	(25,000)	-	-	-	-	-	-	-	-	(25,000)	(25,000)
84	LP Pool Diving Boards(CTF)	-	(27,000)	-	-	-	(50,000)	(180,000)	-	-	-	(27,000)	(257,000)
85	LP Pool Replaster (CTF)	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)	(300,000)
86	Playground Repair and Replacement (CTF)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(250,000)	(500,000)
87	Playground Replacement (CTF)	-	(150,000)	-	(150,000)	-	(150,000)	-	(150,000)	-	(150,000)	(300,000)	(750,000)
88	Redlands Roundabout (\$50K Donations-1/3 Cost)	(150,000)	-	-	-	-	-	-	-	-	-	(150,000)	(150,000)
89	Riverside Parkway Irrigation Connection	-	-	(35,000)	-	-	-	-	-	-	-	(35,000)	(35,000)
90	River Trail Expansion (GOCO \$1.35M, Parkland \$350k)	-	-	(1,700,000)	-	-	-	-	-	-	-	(1,700,000)	(1,700,000)
91	Riverfront Trail Widening at Broadway & Colorado River (Parkland)	-	-	-	(400,000)	-	-	-	-	-	-	(400,000)	(400,000)
92	Saccomonno Park Master Plan	-	-	-	-	-	-	-	-	-	(50,000)	-	(50,000)
93	Saccomonno Park Construction	-	-	-	-	-	-	-	-	-	(1,800,000)	-	(1,800,000)
94	Skate Park Improvements-Eagle Rim (CTF)	-	-	(60,000)	-	(15,000)	-	-	-	-	-	(75,000)	(75,000)
95	Stadium Master Plan Improvements	-	-	-	-	-	(17,800,000)	-	(5,800,000)	-	-	-	(23,600,000)
96	Stadium Restroom Floor Cleat Protection (CTF)	-	-	(35,000)	-	-	-	-	-	-	-	(35,000)	(35,000)
97	Tour of the Moon Parking lot at South Camp & Monument Road (Parkland)	-	-	-	-	(100,000)	-	-	-	-	-	(100,000)	(100,000)
98	Trail Repair (Parkland)	-	-	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(200,000)	(700,000)
99	Trails - Asphalt Trail Replacements (In-House) (\$1.5M Total Project) (\$1.3m Parkland)	(500,000)	(500,000)	(500,000)	-	-	-	-	-	-	-	(1,500,000)	(1,500,000)
100	Turf Replacement Stocker (\$250K partner participation, \$200k Parkland)	-	-	(750,000)	-	-	-	-	-	-	-	(750,000)	(750,000)
101	Watson Island Disc Golf Revegetation	-	-	-	-	-	(30,000)	-	-	-	-	-	(30,000)
102	Westlake Skate Park Renovations (CTF)	-	(90,000)	-	-	-	-	-	-	-	-	(90,000)	(90,000)
103	Westlake Park Irrigation System Renovation	-	(150,000)	-	-	-	-	-	-	-	-	(150,000)	(150,000)



Ten-Year Capital Plan
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November 3, 2021

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Five Year TOTAL	Ten Year TOTAL
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2022-2026	2022-2031
104	Whitman Park Improvements	-	-	-	-	-	(750,000)	-	-	-	-	-	(750,000)
105	Velodrome (total of \$11.7M: CMU, \$4M; City, \$4M; \$3.7M fundraising)	-	-	-	-	-	-	-	-	(11,700,000)	-	-	(11,700,000)
106	PARKS AND RECREATION PROS PLANNED PROJECTS	\$ (3,905,000)	\$ (300,000)	\$ (4,300,000)	\$ (1,450,000)	\$ (2,700,000)	\$ (52,415,935)	\$ (1,000,000)	\$ (560,000)	\$ (620,000)	\$ -	\$ (12,655,000)	\$ (67,250,935)
107	5th Street Interchange Phase II	-	-	-	-	-	-	-	-	(150,000)	-	-	(150,000)
108	5th Street Plaza Restrooms	-	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)
109	Blue Heron Boat Ramp (Parkland)	(500,000)	-	-	-	-	-	-	-	-	-	(500,000)	(500,000)
110	Blue Heron Boat Ramp and River Trail Replacement (Parkland)	-	-	-	-	-	(200,000)	-	-	-	-	-	(200,000)
111	Botanical Gardens Master Plan (Parkland)	(100,000)	-	-	-	-	-	-	-	-	-	(100,000)	(100,000)
112	Botanical Gardens Renovation and Greenhouses (GOCO \$800K, Cannabis \$400K)	-	-	-	(600,000)	(600,000)	-	-	-	-	-	(1,200,000)	(1,200,000)
113	Canyon View Baseball Field Lights.	-	-	-	-	-	(400,000)	-	-	-	-	-	(400,000)
114	Canyon View Park Baseball Field Uplift	-	-	-	-	-	(500,000)	-	-	-	-	-	(500,000)
115	Canyon View Park Parking Lot Renovations	-	-	-	-	-	(400,000)	-	-	-	-	-	(400,000)
116	Canyon View Park Playground Repair/Replacement	-	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)
117	Canyon View Pour in Place Playground Surfacing Replacement (Cannabis)	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)	(300,000)
118	Canyon View Tennis Court Improvements, 9 more courts	-	-	-	-	-	(2,375,000)	-	-	-	-	-	(2,375,000)
119	Columbine & Kronkright Fence Replacement (CTF)	(30,000)	-	-	-	-	-	-	-	-	-	(30,000)	(30,000)
120	Columbine Park PROS Master Plan Renovation	-	-	-	-	-	(500,000)	-	-	-	-	-	(500,000)
121	Crown Point Cemetery Columbarium	-	-	-	-	-	(55,000)	-	-	-	-	-	(55,000)
122	Flint Park Master Plan	-	-	-	-	-	-	-	-	(50,000)	-	-	(50,000)
123	Flint Park Construction	-	-	-	-	-	-	-	-	(420,000)	-	-	(420,000)
124	Founder's Colony Construction	-	-	-	-	-	-	-	(560,000)	-	-	-	(560,000)
125	Horizon park Construction (Cannabis)	-	-	-	-	-	(1,550,000)	-	-	-	-	-	(1,550,000)
126	Kronkright Batting Cage/Pitching Lanes (Cannabis)	-	-	-	-	-	(65,000)	-	-	-	-	-	(65,000)
127	Lincoln Park/Canyon View Pickleball Court Expansion (CTF \$200k, \$750K 0.75% sales tax, \$550K Cannabis, \$50K Pickleball Donations; \$50K Tennis Donation)	(1,600,000)	-	-	-	-	-	-	-	-	-	(1,600,000)	(1,600,000)
128	Matchett Park Infrastructure	-	-	-	-	-	-	(1,000,000)	-	-	-	-	(1,000,000)
129	Matchett Park Backbone Infrastructure	-	-	-	-	-	(12,816,250)	-	-	-	-	-	(12,816,250)
130	Matchett Park Southern Phase	-	-	-	-	-	(10,387,105)	-	-	-	-	-	(10,387,105)
131	Matchett Park Eastern Edge	-	-	-	-	-	(3,349,195)	-	-	-	-	-	(3,349,195)
132	Matchett Park Central Phase	-	-	-	-	-	(18,808,385)	-	-	-	-	-	(18,808,385)
133	Monument Connect Phase II, (\$500k GOCO, \$250k Cannabis, \$350k Parkland, \$500k .75%)	(1,600,000)	-	-	-	-	-	-	-	-	-	(1,600,000)	(1,600,000)
134	Orchard Mesa Cemetery Columbarium	-	-	-	-	-	(110,000)	-	-	-	-	-	(110,000)
	Orchard Mesa Pool Renovation and Satellite Community Center (Total \$4.6M, Cannabis \$2.7M, CTF \$250K)	-	(300,000)	(4,300,000)	-	-	-	-	-	-	-	(4,600,000)	(4,600,000)
135	Pine Ridge Park Renovation (Cannabis)	-	-	-	(250,000)	-	-	-	-	-	-	(250,000)	(250,000)
136	Redlands Tailrace River Park (GOCO \$1M, Cannabis \$900k)	-	-	-	(100,000)	(1,800,000)	-	-	-	-	-	(1,900,000)	(1,900,000)
137	River Park Phase II Las Colonias to Dos Rios (Parkland)	-	-	-	(500,000)	-	-	-	-	-	-	(500,000)	(500,000)
138	Wayfinding and Signage	-	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)
139	Water Conservation Projects-Turf to Native (Parkland)	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)	(75,000)
140	PUBLIC WORKS	\$ (5,420,778)	\$ (4,913,000)	\$ (4,025,000)	\$ (4,562,000)	\$ (3,175,000)	\$ (10,345,000)	\$ (4,318,000)	\$ (21,660,000)	\$ (567,000)	\$ (300,000)	\$ (22,095,778)	\$ (59,285,778)
141	4th & 5th Street Design and Improvements	(700,000)	(750,000)	(750,000)	-	-	-	-	-	-	-	(2,200,000)	(2,200,000)
142	23 3/4 Road Mosaic Factory Development	(80,000)	-	-	-	-	-	-	-	-	-	(80,000)	(80,000)
143	25 1/2 Road Reconstruction F to G	-	-	-	-	-	-	(95,000)	(900,000)	-	-	-	(995,000)
144	Alley Improvement Districts (GJHS \$250K; Riverside \$30K; Assessment Revenues)	(850,000)	(150,000)	(150,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(1,750,000)	(3,250,000)
145	Bridge Replacement, Horizon Dr. GRJ-F.4-26.7	-	-	-	-	(116,000)	(2,009,000)	-	-	-	-	(116,000)	(2,125,000)
146	Bridge Repair (guardrails, lighting, paint, etc.)	(115,000)	(105,000)	-	(80,000)	-	-	-	-	-	-	(300,000)	(300,000)
147	Bridge Replacement GRJM-21.25-D.7- South Broadway over Limekiln Gulch	-	(400,000)	-	-	-	-	-	-	-	-	(400,000)	(400,000)
148	Bridge Replacement, GRJM 21.7-G.4 - River Road at Persigo Wash	-	-	-	(350,000)	-	-	-	-	-	-	(350,000)	(350,000)
149	City Entry Way Signs	(450,000)	-	-	-	-	-	-	-	-	-	(450,000)	(450,000)
150	Colorado River Levee Renovations	(75,000)	-	-	-	-	-	-	-	-	-	(75,000)	(75,000)
151	Curb, Gutter, Sidewalk Safety Repairs	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)	(400,000)	-	-	(2,000,000)	(3,200,000)



Ten-Year Capital Plan
Government Capital Funds
.75% Sales Tax*, Drainage, and Transportation Capacity Funds
November 3, 2021

		Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
152	D Road Bridge at Lewis Wash	-	-	-	-	-	(1,840,000)	-	-	-	-	-	(1,840,000)
153	Downtown to Riverfront Connection - 9th Street Reconstruction	-	-	-	-	-	-	-	(3,000,000)	-	-	-	(3,000,000)
154	Downtown to Riverfront Connection - 12th St Bike/Ped Path	-	-	-	-	-	-	-	(3,000,000)	-	-	-	(3,000,000)
155	Downtown - Main to Trains Connector - 2nd Street Promenade	-	(1,000,000)	-	-	-	-	-	-	-	-	(1,000,000)	(1,000,000)
156	Downtown to Dos Rios Bike/Ped Bridge (City share to CDOT, Parkland \$750k)	-	(900,000)	(2,100,000)	-	-	-	-	-	-	-	(3,000,000)	(3,000,000)
157	Downtown - Spruce to 1st reconstruction / roundabout	-	-	-	-	-	-	-	(2,300,000)	-	-	-	(2,300,000)
158	GVWUA/BOR Trail-Visitors Way to 28 Road	-	-	-	-	-	(500,000)	-	-	-	-	-	(500,000)
159	Horizon Drive Improvements G Rd to I-70 Phase II	-	-	-	-	(300,000)	(3,000,000)	(1,000,000)	-	-	-	(300,000)	(4,300,000)
160	Horizon Drive Improvements Phase III	-	-	-	-	-	-	(200,000)	(7,000,000)	-	-	-	(7,200,000)
161	Horizon Drive Trail-G Rd to I-70	-	-	-	(1,500,000)	-	-	-	-	-	-	(1,500,000)	(1,500,000)
162	Horizon Trail-South	-	-	-	(1,000,000)	-	-	-	-	-	-	(1,000,000)	(1,000,000)
163	Mill Tailing Repository Removal (DOLA Funded)	-	-	(100,000)	-	-	(100,000)	-	-	-	-	(100,000)	(200,000)
164	Monument Road-No Thoroughfare Wash Restoration	(50,000)	-	-	-	-	-	-	-	-	-	(50,000)	(50,000)
165	North Avenue Enhanced Transit Corridor (study 2021, project 2022 CDOT \$1.35 million)	(1,735,500)	-	-	-	-	-	-	-	-	-	(1,735,500)	(1,735,500)
166	North Avenue Streetscape Improve (Assume Donated ROW)	-	-	-	(100,000)	(1,820,000)	(1,950,000)	(2,070,000)	(4,500,000)	-	-	(1,920,000)	(10,440,000)
167	Riverfront Trail Enhancements (Las Colonias)	(50,000)	-	-	-	-	-	-	-	-	-	(50,000)	(50,000)
168	Riverfront Trail Bank Stabilization-Ice Rink Phase II	(250,000)	-	-	-	-	-	-	-	-	-	(250,000)	(250,000)
169	SRTS - 27 Road South of UnawEEP Ave. (CDBG Funded \$180,359)	(254,278)	-	-	-	-	-	-	-	-	-	(254,278)	(254,278)
170	6th & Rood Pedestrian Improvements	-	(70,000)	-	-	-	-	-	-	-	-	(70,000)	(70,000)
171	Streetlight Underground Feed Replacements	(100,000)	(300,000)	(300,000)	(600,000)	-	-	-	-	-	-	(1,300,000)	(1,300,000)
172	Traffic Signal Upgrade	(211,000)	(218,000)	(225,000)	(232,000)	(239,000)	(246,000)	(253,000)	(260,000)	(267,000)	-	(1,125,000)	(2,151,000)
173	Union Pacific Railroad Downtown Quiet Zone (design '21, project '22)	(100,000)	(620,000)	-	-	-	-	-	-	-	-	(720,000)	(720,000)
174	Major Capital Projects	\$ (13,014,303)	\$ (14,904,814)	\$ (11,575,000)	\$ (7,187,000)	\$ (6,465,000)	\$ (82,715,935)	\$ (5,673,000)	\$ (28,745,000)	\$ (23,037,000)	\$ (15,050,000)	\$ (53,146,117)	\$ (208,367,052)
175	TOTAL EXPENSES	\$ (28,780,217)	\$ (28,461,473)	\$ (23,939,882)	\$ (19,573,768)	\$ (18,746,888)	\$ (94,850,567)	\$ (17,916,176)	\$ (41,081,397)	\$ (35,485,137)	\$ (27,609,650)	\$ (119,502,228)	\$ (336,445,156)
176	NET REVENUE (EXPENSE)	\$ (4,896,668)	\$ (279,642)	\$ (107,854)	\$ 1,247,219	\$ 3,500,136	\$ (72,005,285)	\$ 1,959,730	\$ (20,272,354)	\$ 2,864,705	\$ 6,188,806	\$ (536,809)	\$ (81,801,207)
177	BEGINNING FUND BALANCE	\$ 5,405,055	\$ 508,386	\$ 228,745	\$ 120,891	\$ 1,368,109	\$ 4,868,245	\$ (67,137,039)	\$ (65,177,309)	\$ (85,449,663)	\$ (82,584,959)	\$ 5,405,055	\$ 5,405,055
178	ENDING FUND BALANCE	\$ 508,386	\$ 228,745	\$ 120,891	\$ 1,368,109	\$ 4,868,245	\$ (67,137,039)	\$ (65,177,309)	\$ (85,449,663)	\$ (82,584,959)	\$ (76,396,153)	\$ 4,868,245	\$ (76,396,153)
179	* .75% Sales Tax includes funding for economic development												
180													
181		Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
182	Fund 202 Storm Drainage												
183	REVENUE												
184	Development Fees	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000	\$ 150,000
185	Interest	-	-	-	-	-	-	-	-	-	-	-	-
186	From .75% Capital Fund	500,000	1,500,000	-	200,000	-	-	-	-	-	-	2,200,000	2,200,000
187	TOTAL REVENUE	\$ 515,000	\$ 1,515,000	\$ 15,000	\$ 215,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 2,275,000	\$ 2,350,000
188	EXPENSES												
189	Drainage System Improvements	\$ (30,000)	\$ (30,000)	\$ (20,000)	\$ (10,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (105,000)	\$ (180,000)
190	Halandras Development Drainage Replacement and Upgrades	-	(1,500,000)	-	-	-	-	-	-	-	-	(1,500,000)	(1,500,000)
191	North Avenue Storm Drain Replacements & Repairs	(500,000)	-	-	-	-	-	-	-	-	-	(500,000)	(500,000)
192	Sherwood Park Storm Drain	-	-	-	(200,000)	-	-	-	-	-	-	(200,000)	(200,000)
193	TOTAL EXPENSES	\$ (530,000)	\$ (1,530,000)	\$ (20,000)	\$ (210,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (2,305,000)	\$ (2,380,000)
194	NET REVENUE (EXPENSE)	\$ (15,000)	\$ (15,000)	\$ (5,000)	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (30,000)	\$ (30,000)
195	BEGINNING FUND BALANCE	\$ 62,377	\$ 47,377	\$ 32,377	\$ 27,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 62,377	\$ 62,377
196	ENDING FUND BALANCE	\$ 47,377	\$ 32,377	\$ 27,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377	\$ 32,377
197													
198		Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 3031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
199	Fund 207 Transportation Capacity (TCP)												
200	REVENUE												
201	Development Fees (phase-in rate increase 2022, 2023)	\$ 2,700,000	\$ 2,889,000	\$ 3,062,340	\$ 3,215,457	\$ 3,344,075	\$ 3,444,398	\$ 3,547,729	\$ 3,654,161	\$ 3,763,786	\$ 3,876,700	\$ 15,210,872	\$ 33,497,647
202	Interest Income	55,370	20,000	10,000	7,500	3,600	-	-	-	-	-	96,470	96,470
203	Bond Proceeds (New) for Streets	-	20,000,000	-	-	-	-	-	-	-	-	20,000,000	20,000,000



Ten-Year Capital Plan
Government Capital Funds
.75% Sales Tax*, Drainage, and Transportation Capacity Funds
November 3, 2021

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Five Year TOTAL	Ten Year TOTAL
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2022-2026	2022-2031
204	Partner Funding (Broadway @ Reed Mesa - MC \$75K, Magnus Dev \$75K)	150,000	-	-	-	-	-	-	-	-	-	150,000	150,000
205	I-70 Interchange at 29 Rd (Mesa County)	-	-	-	-	-	-	-	-	-	30,000,000	-	30,000,000
206	Highway Safety Improvement Fed Pass Thru	-	1,500,000	-	-	-	-	-	-	-	-	1,500,000	1,500,000
207	Westside Industrial - 22 Road RR Xing (Railroad \$500k, HSIP \$1.5m)	-	-	-	-	-	-	2,000,000	-	-	-	-	2,000,000
208	TOTAL REVENUE After Debt Service	\$ 2,905,370	\$ 24,409,000	\$ 3,072,340	\$ 3,222,957	\$ 3,347,675	\$ 3,444,398	\$ 5,547,729	\$ 3,654,161	\$ 3,763,786	\$ 33,876,700	\$ 36,957,342	\$ 87,244,117
209													
210	EXPENSES												
211	Projects Funded By TCP Fees	\$ (2,283,000)	\$ (4,090,000)	\$ (440,000)	\$ (1,723,000)	\$ (2,450,000)	\$ (4,930,000)	\$ (6,710,000)	\$ (7,860,000)	\$ -	\$ -	\$ (10,986,000)	\$ (30,486,000)
212	28 Road and Orchard Ave Intersection Improvements	-	-	-	-	-	-	(750,000)	-	-	-	-	(750,000)
213	28 1/4 Road, Patterson to Hawthorne	(390,000)	-	-	-	-	-	-	-	-	-	(390,000)	(390,000)
214	28 1/4 Road Extension from North Avenue to I70B	-	-	-	-	-	-	(500,000)	(4,000,000)	-	-	-	(4,500,000)
215	29 1/2 Road from F Rd to G Rd	-	-	-	-	-	(500,000)	(4,500,000)	-	-	-	-	(5,000,000)
216	Broadway at Reed Mesa Left Turn Lane (Mesa County \$75K, Magnus Development \$75K)	(400,000)	-	-	-	-	-	-	-	-	-	(400,000)	(400,000)
217	Crosby Avenue 25 1/2 Rd to Main St	(60,000)	(2,500,000)	-	-	-	-	-	-	-	-	(2,560,000)	(2,560,000)
218	F 1/2 Road, Connect 29 1/2 to Broken Spoke	-	-	-	-	-	(1,200,000)	-	-	-	-	-	(1,200,000)
219	F 1/2 Parkway, 23 1/2 to 24 Rd (Halandras)	-	-	-	(100,000)	(2,450,000)	(2,450,000)	-	-	-	-	(2,550,000)	(5,000,000)
220	G Rd at 23 1/2 Rd Intersection Improvements	-	(1,400,000)	-	-	-	-	-	-	-	-	(1,400,000)	(1,400,000)
221	G Road at 26 Rd Intersection Improvements	-	(70,000)	(320,000)	(1,623,000)	-	-	-	-	-	-	(2,013,000)	(2,013,000)
222	Heritage Estates	-	-	-	-	-	(600,000)	-	-	-	-	-	(600,000)
223	I-70 Interchange @ 29 Road 1601 and Environmental Assessment (City Share \$800k, \$1.6 M total project)	(633,000)	-	-	-	-	-	-	-	-	-	(633,000)	(633,000)
224	Sugar Beet Right turn lanes (total of 2 - one each phase)	-	(120,000)	(120,000)	-	-	-	-	-	-	-	(240,000)	(240,000)
225	Tour of Moon/S. Broadway Improvements	(100,000)	-	-	-	-	-	-	-	-	-	(100,000)	(100,000)
226	Westside Industrial - 22 Road RR Xing (RR Revenue & CDOT HSIP)	-	-	-	-	-	(180,000)	(960,000)	(3,860,000)	-	-	-	(5,000,000)
227	Hwy 50 at Palmer Intersection Improvements	(700,000)	-	-	-	-	-	-	-	-	-	(700,000)	(700,000)
228	Roadway Expansion Projects Funded By Bond Proceeds	\$ (25,455,000)	\$ (18,990,000)	\$ (15,750,000)	\$ (5,250,000)	\$ (5,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,445,000)	\$ (70,445,000)
229	24 Rd and Riverside Parkway Interchange (\$6.5 M)	(750,000)	(240,000)	(5,300,000)	-	-	-	-	-	-	-	(6,290,000)	(6,290,000)
230	24 Rd & G Rd Capacity Improvements	(12,000,000)	-	-	-	-	-	-	-	-	-	(12,000,000)	(12,000,000)
231	26 1/2 Rd, Horizon to Summerhill	(1,600,000)	(1,000,000)	(2,000,000)	(5,000,000)	(5,000,000)	-	-	-	-	-	(14,600,000)	(14,600,000)
232	24 1/2 Road, Patterson to G 1/4 Road (\$6M)	(250,000)	(500,000)	(5,250,000)	-	-	-	-	-	-	-	(6,000,000)	(6,000,000)
233	25 1/2 Road Right Turn Lane	-	-	-	(250,000)	-	-	-	-	-	-	(250,000)	(250,000)
234	B 1/2 Road, 29 Road to 29 1/2 Road (\$3.2M)	(100,000)	(200,000)	(2,900,000)	-	-	-	-	-	-	-	(3,200,000)	(3,200,000)
235	D 1/2 Road, 29 to 30 Road (\$3.5M)	(600,000)	(2,900,000)	-	-	-	-	-	-	-	-	(3,500,000)	(3,500,000)
236	F 1/2 Parkway, Market to Patterson (\$17M)	(9,000,000)	(7,300,000)	-	-	-	-	-	-	-	-	(16,300,000)	(16,300,000)
237	F 1/2 Road, 30 Road to Persigo Boundary (\$3.5M)	(600,000)	(2,900,000)	-	-	-	-	-	-	-	-	(3,500,000)	(3,500,000)
238	Horizon at G Road and 27 1/2 (\$4M) (Highway Safety Imp Funds \$1.5M)	(150,000)	(3,750,000)	-	-	-	-	-	-	-	-	(3,900,000)	(3,900,000)
239	Patterson Capacity Improvements (5 intersections)	(405,000)	(200,000)	(300,000)	-	-	-	-	-	-	-	(905,000)	(905,000)
239	Roadway Expansion Projects Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,500,000)	\$ -	\$ (7,000,000)	\$ -	\$ (171,600,000)	\$ -	\$ (181,100,000)
240	Redlands 360 Roadway Projects	-	-	-	-	-	(2,500,000)	-	(7,000,000)	-	(27,600,000)	-	(37,100,000)
240	23 Road	-	-	-	-	-	-	-	-	-	(4,771,000)	-	(4,771,000)
241	23 Rd I-70 Bike/Pedestrian Bridge	-	-	-	-	-	-	-	-	-	(3,000,000)	-	(3,000,000)
242	24 Rd I-70 Bike/Pedestrian Bridge	-	-	-	-	-	-	-	-	-	(3,000,000)	-	(3,000,000)
243	25 Rd F 1/2 to G 3/8	-	-	-	-	-	-	-	-	-	(3,115,000)	-	(3,115,000)
244	25 Rd Widening I-70 B to Patterson	-	-	-	-	-	-	-	-	-	(10,000,000)	-	(10,000,000)
245	26 Road from Patterson to H Road	-	-	-	-	-	-	-	-	-	(8,366,000)	-	(8,366,000)
246	27 Rd, Horizon to H Road	-	-	-	-	-	-	-	-	-	(4,720,000)	-	(4,720,000)
247	27 Rd I-70 Bike/Pedestrian Bridge	-	-	-	-	-	-	-	-	-	(3,000,000)	-	(3,000,000)
248	27 1/2 Road, Hwy 50 to UnawEEP	-	-	-	-	-	-	-	-	-	(1,807,000)	-	(1,807,000)
249	27 1/2, B 1/2, UnawEEP Intersections	-	-	-	-	-	-	-	-	-	(900,000)	-	(900,000)
250	B 1/2 Rd, Hwy 50 to 29 1/4 Road	-	-	-	-	-	-	-	-	-	(3,920,000)	-	(3,920,000)
251	D Rd, 29 Road to 32 Road	-	-	-	-	-	-	-	-	-	(9,589,000)	-	(9,589,000)
252	D Rd & 30 Road Intersection	-	-	-	-	-	-	-	-	-	(760,000)	-	(760,000)
253	D Rd & 31 Road Intersection	-	-	-	-	-	-	-	-	-	(760,000)	-	(760,000)
254	D 1/2 Road and 30 Road Intersection	-	-	-	-	-	-	-	-	-	(760,000)	-	(760,000)



Ten-Year Capital Plan
Government Capital Funds
.75% Sales Tax*, Drainage, and Transportation Capacity Funds
November 3, 2021

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Five Year TOTAL	Ten Year TOTAL
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2022-2026	2022-2031
255	E Rd. 29 Road to 30 Road	-	-	-	-	-	-	-	-	-	(2,560,000)	-	(2,560,000)
256	F 1/2 Road Matchett	-	-	-	-	-	-	-	-	-	(4,383,000)	-	(4,383,000)
257	F 1/2 Road and 30 Road Intersection	-	-	-	-	-	-	-	-	-	(450,000)	-	(450,000)
258	F 1/4 Road 24 1/2 to 25 Road	-	-	-	-	-	-	-	-	-	(1,300,000)	-	(1,300,000)
259	G Road and 27 Road Intersection	-	-	-	-	-	-	-	-	-	(1,400,000)	-	(1,400,000)
260	G Road Improvements 23 to 23 1/2; 24 1/2 to Horizon Drive	-	-	-	-	-	-	-	-	-	(11,464,000)	-	(11,464,000)
261	I-70 Interchange at 29 Rd, 29 Road Widening (1/2 County)	-	-	-	-	-	-	-	-	-	(60,000,000)	-	(60,000,000)
262	South Broadway	-	-	-	-	-	-	-	-	-	(3,975,000)	-	(3,975,000)
263	TOTAL EXPENSES	\$ (27,738,000)	\$ (23,080,000)	\$ (16,190,000)	\$ (6,973,000)	\$ (7,450,000)	\$ (7,430,000)	\$ (6,710,000)	\$ (14,860,000)	\$ -	\$ (171,600,000)	\$ (81,431,000)	\$ (282,031,000)
264	NET REVENUE (EXPENSE)	\$ (24,832,630)	\$ 1,329,000	\$ (13,117,660)	\$ (3,750,043)	\$ (4,102,325)	\$ (3,985,602)	\$ (1,162,271)	\$ (11,205,839)	\$ 3,763,786	\$ (137,723,300)	\$ (44,473,658)	\$ (194,786,883)
265	BEGINNING FUND BALANCE	\$ 47,653,044	\$ 22,820,414	\$ 24,149,414	\$ 11,031,754	\$ 7,281,711	\$ 3,179,386	\$ (806,216)	\$ (1,968,487)	\$ (13,174,325)	\$ (9,410,539)	\$ 47,653,044	\$ 47,653,044
266	ENDING FUND BALANCE	\$ 22,820,414	\$ 24,149,414	\$ 11,031,754	\$ 7,281,711	\$ 3,179,386	\$ (806,216)	\$ (1,968,487)	\$ (13,174,325)	\$ (9,410,539)	\$ (147,133,839)	\$ 3,179,386	\$ (147,133,839)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Five Year	Ten Year
Fund 111 Cannabis Sales Tax Fund	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTAL 2022-2026	TOTAL 2022-2031
REVENUE												
Tax Revenue from Cannabis Sales (6% rate)	\$ 1,000,000	\$ 1,500,000	\$ 1,545,000	\$ 1,591,350	\$ 1,670,918	\$ 1,721,045	\$ 1,772,676	\$ 1,825,857	\$ 1,880,632	\$ 1,937,051	\$ 7,307,268	\$ 16,444,529
State Share of State Cannabis Sales (1.5% rate)	15,000	22,500	23,175	23,870	25,064	25,816	26,590	27,388	28,209	29,056	\$ 109,609	\$ 246,668
Interest											-	-
TOTAL REVENUE	\$ 1,015,000	\$ 1,522,500	\$ 1,568,175	\$ 1,615,220	\$ 1,695,981	\$ 1,746,861	\$ 1,799,267	\$ 1,853,245	\$ 1,908,842	\$ 1,966,107	\$ 7,416,877	\$ 16,691,197
EXPENSES											\$ -	\$ -
Officer with the Police Department for Enforcement	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	(500,000)	(1,000,000)
Licensing Regulation Position	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(500,000)	(1,000,000)
Cannabis Investigator Vehicle Payback	-	(45,000)	-	-	-	-	-	-	-	-	(45,000)	(45,000)
Capital:											-	-
Botanical Gardens Renovation	-	-	-	(200,000)	(200,000)	-	-	-	-	-	(400,000)	(400,000)
Canyon View Playground Surfacing Replacement	-	-	-	-	(300,000)	-	-	-	-	-	(300,000)	(300,000)
Horizon Park Construction	-	-	-	-	-	(1,550,000)	-	-	-	-	-	(1,550,000)
Kronkright Batting Cage/Pitching Lanes	-	-	-	-	-	(65,000)	-	-	-	-	-	(65,000)
Lincoln Park/Canyon View Pickleball Court Imp.	(550,000)	-	-	-	-	-	-	-	-	-	(550,000)	(550,000)
Monument Connect Phase II, Lunch Loop Trailhead to South Camp Road	(250,000)	-	-	-	-	-	-	-	-	-	(250,000)	(250,000)
Orchard Mesa Pool Renovation and Satellite Community Center	-	(300,000)	(2,400,000)	-	-	-	-	-	-	-	(2,700,000)	(2,700,000)
Pine Ridge Park Renovation	-	-	-	(250,000)	-	-	-	-	-	-	(250,000)	(250,000)
Redlands Tailraice Whitewater Park Construction	-	-	-	(100,000)	(800,000)	-	-	-	-	-	(900,000)	(900,000)
Subtotal Capital Projects	\$ (800,000)	\$ (300,000)	\$ (2,400,000)	\$ (550,000)	\$ (1,300,000)	\$ (1,615,000)	\$ -	\$ -	\$ -	\$ -	\$ (5,350,000)	\$ (6,965,000)
TOTAL EXPENSES	\$ (1,000,000)	\$ (500,000)	\$ (2,600,000)	\$ (750,000)	\$ (1,500,000)	\$ (1,815,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (6,350,000)	\$ (8,965,000)
NET REVENUE (EXPENSE)	\$ 15,000	\$ 1,022,500	\$ (1,031,825)	\$ 865,220	\$ 195,981	\$ (68,139)	\$ 1,599,267	\$ 1,653,245	\$ 1,708,842	\$ 1,766,107	\$ 1,066,877	\$ 7,726,197
BEGINNING FUND BALANCE	\$ -	\$ 15,000	\$ 1,037,500	\$ 5,675	\$ 870,895	\$ 1,066,877	\$ 998,737	\$ 2,598,004	\$ 4,251,248	\$ 5,960,090	\$ -	\$ -
PROJECTED ENDING FUND BALANCE	\$ 15,000	\$ 1,037,500	\$ 5,675	\$ 870,895	\$ 1,066,877	\$ 998,737	\$ 2,598,004	\$ 4,251,248	\$ 5,960,090	\$ 7,726,197	\$ 1,066,877	\$ 7,726,197



2022 Ten Year Capital Plans
Communication Center and Enterprise Funds
November 3, 2021

Ref Line #	Fund	Title	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
Communications Center Fund														
1	Comm Ctr	800MHz Capital Improvements	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ -	\$ -	\$ -	\$ 350,000	\$ 490,000
2	Comm Ctr	9-1-1 Telephone Upgrade	-	-	600,000	-	-	-	-	-	-	-	600,000	600,000
3	Comm Ctr	Back Up Comm Center / Training Center	-	1,000,000	-	-	-	-	-	-	-	-	1,000,000	1,000,000
4	Comm Ctr	Black Ridge Building replacement/site work	-	-	-	-	-	80,000	-	-	-	-	-	80,000
5	Comm Ctr	Computer-Aided Dispatch (CAD) system upgrade	20,000	-	-	-	-	250,000	-	-	-	-	20,000	270,000
6	Comm Ctr	Comm Center Remodel - add call taker stations	100,000	-	-	-	-	-	-	-	-	-	100,000	100,000
7	Comm Ctr	Comm Center workstation replacement	-	-	-	-	-	-	500,000	-	-	-	-	500,000
8	Comm Ctr	Command Unit for Incident Dispatch Team	100,000	-	-	-	-	-	-	-	-	-	100,000	100,000
9	Comm Ctr	Far Pond Radio Tower	-	-	-	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000
10	Comm Ctr	Lenna Peak Radio Tower	-	-	-	-	-	-	-	1,200,000	-	-	-	1,200,000
11	Comm Ctr	Logging Recorder	-	-	-	-	350,000	-	-	-	-	-	350,000	350,000
12	Comm Ctr	Microwave Replacement at radio sites	150,000	150,000	150,000	-	-	-	-	-	-	-	450,000	450,000
13	Comm Ctr	Mobile Communications Vehicle Technology Upgrades	100,000	-	-	-	-	-	-	-	-	-	100,000	100,000
14	Comm Ctr	Planned Radio Site Upgrade (gateway, switches, etc.)	150,000	-	-	-	-	-	-	-	-	-	150,000	150,000
16	Comm Ctr	Radio Console PC Upgrades/Replacement	-	-	100,000	-	-	-	-	100,000	-	-	100,000	200,000
17	Comm Ctr	Uncompahgre radio site solar panel replacement	-	-	-	200,000	-	-	-	-	-	-	200,000	200,000
Communication Center Fund Total			\$ 690,000	\$ 1,220,000	\$ 920,000	\$ 270,000	\$ 1,620,000	\$ 400,000	\$ 1,270,000	\$ 600,000	\$ 1,200,000	\$ -	\$ 4,720,000	\$ 8,190,000
Water Fund														
18	Water	Carson Lake Dam Rehabilitation	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
19	Water	Condition Inspection of Lower KC Line (7 miles)	-	-	-	-	-	-	-	-	10,000,000	-	-	10,000,000
20	Water	Grand Mesa Reservoir Improvements	280,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	-	-	480,000	630,000
21	Water	Historic Water Treatment Plant Preservation (SHF grant 75%)	-	200,000	200,000	450,000	-	-	-	-	-	-	850,000	850,000
22	Water	KC Flowline - Reeder Mesa to WW Creek	-	2,500,000	-	-	-	-	-	-	-	-	2,500,000	2,500,000
23	Water	KC Flowline - Upper (1.8M) & WW Creek to WW Hill (1.2)	3,550,000	-	-	-	-	-	-	-	-	-	3,550,000	3,550,000
24	Water	Purdy Mesa Flowline and KC Backwash	7,500,000	-	-	-	-	-	-	-	-	-	7,500,000	7,500,000
25	Water	KC Flowline - WW Creek to WW Hill (1.2)	-	-	1,200,000	-	-	-	-	-	-	-	1,200,000	1,200,000
26	Water	Kannah Creek Water system improvements	450,000	-	-	2,500,000	-	-	-	-	-	-	2,950,000	2,950,000
27	Water	Lead Water Line Replacements	170,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	570,000	970,000
28	Water	Ranch Improvements/Sustainable Agriculture	175,000	28,138	28,982	29,851	30,747	31,669	32,619	34,000	35,360	-	292,718	426,366
29	Water	SCADA Technician Vehicle	31,000	-	-	-	-	-	-	-	-	-	31,000	31,000
30	Water	Water Line Replacements (W. Main, Chipeta, White)	2,229,000	1,273,000	1,317,000	1,362,000	1,410,000	1,457,000	1,507,000	1,558,000	1,611,000	-	\$ 7,591,000	13,724,000
31	Water	Water Meter Replacement	50,000	10,000	10,000	50,000	50,000	50,000	50,000	50,000	50,000	-	170,000	370,000
32	Water	Water Plant Modification - MCC Replacement	300,000	-	-	-	-	-	-	-	-	-	300,000	300,000
33	Water	Water Rights Infrastructure Development	100,000	100,000	100,000	100,000	100,000	-	-	-	-	-	500,000	500,000
34	Water	Water Treatment Plant Modifications	95,000	100,000	50,000	50,000	100,000	150,000	50,000	50,000	40,000	-	395,000	685,000
Water Fund Total			\$ 15,430,000	\$ 4,361,138	\$ 3,055,982	\$ 4,691,851	\$ 1,840,747	\$ 1,838,669	\$ 1,789,619	\$ 1,842,000	\$ 11,836,360	\$ -	\$ 29,379,718	\$ 46,686,366
Ridges Irrigation Fund														
35	Ridges Irrigation	Distribution System Replacement	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ 150,000	\$ 270,000
36	Ridges Irrigation	Motor Control Center Replacement	175,000	-	-	-	-	-	-	-	-	-	175,000	175,000
Ridges Irrigation Fund			\$ 205,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ 325,000	\$ 445,000
Sewer Fund														
37	Joint Sewer	Collection System Equipment	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000	150,000
38	Joint Sewer	Laboratory Equipment	67,500	-	-	-	-	-	-	-	-	-	67,500	67,500
39	Joint Sewer	Lift Station Elimination/Rehabilitation	5,000,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	5,368,000	5,828,000
40	Joint Sewer	Odor Control Improvements	3,600,000	600,000	150,000	-	-	-	-	-	-	-	4,350,000	4,350,000
41	Joint Sewer	Parallel Tiara Rado Force Main Under Colorado River	5,000,000	-	-	-	-	-	-	-	-	-	5,000,000	5,000,000



2022 Ten Year Capital Plans
Communication Center and Enterprise Funds
November 3, 2021

Ref Line #	Fund	Title	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Five Year TOTAL 2022-2026	Ten Year TOTAL 2022-2031
42	Joint Sewer	Persigo Plant Studies	225,000	-	-	350,000	665,000	100,000	-	200,000	-	350,000	1,240,000	1,890,000
43	Joint Sewer	Sewer Capacity Projects - Central Grand Valley Basin	100,000	814,000	2,984,000	2,984,000	-	-	-	-	-	-	6,882,000	6,882,000
44	Joint Sewer	Sewer Capacity Projects - Goat Wash Sewer Basin (GW-1)	-	-	-	-	-	-	-	-	160,000	1,411,000	-	1,571,000
45	Joint Sewer	Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-1)	-	-	1,988,000	7,403,000	-	-	-	-	-	-	9,391,000	9,391,000
46	Joint Sewer	Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-2)	-	-	-	400,000	3,503,000	-	-	-	-	-	3,903,000	3,903,000
47	Joint Sewer	Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-3)	-	-	-	-	210,000	1,894,000	-	-	-	-	210,000	2,104,000
48	Joint Sewer	Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-4)	-	-	-	-	-	-	625,000	-	-	-	-	625,000
49	Joint Sewer	Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-5)	-	-	-	-	-	-	543,000	-	-	-	-	543,000
50	Joint Sewer	Sewer Capacity Projects - River Road North Sewer Basin	-	-	-	-	-	-	175,000	1,539,000	-	-	-	1,714,000
51	Joint Sewer	Sewer Improvement Districts	250,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	4,250,000	9,250,000
52	Joint Sewer	Sewer Line Replacements/Rehabilitation	3,696,000	3,696,000	3,696,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	\$ 20,088,000	\$ 42,588,000
53	Joint Sewer	Wastewater Treatment Plant Expansion Projects	3,551,000	15,979,000	17,792,000	10,986,000	7,627,000	14,225,000	15,995,000	13,378,000	10,204,000	6,969,000	55,935,000	116,706,000
54	Joint Sewer	Wastewater Treatment Plant Imp and Asset Replace	1,300,000	700,000	700,000	736,000	773,000	812,000	852,000	895,000	940,000	1,000,000	4,209,000	8,708,000
Sewer Fund Total			\$ 22,839,500	\$ 22,931,000	\$ 28,452,000	\$ 28,451,000	\$ 18,370,000	\$ 22,623,000	\$ 23,782,000	\$ 21,604,000	\$ 16,896,000	\$ 15,322,000	\$ 121,043,500	\$ 221,270,500

2022 Recommended Budget
By Department, By Fund, By Account Classification
November 3, 2021

Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
1	City Council						
2	100 General Fund						
3	Revenue						
4	Charges for Service	\$ 174	\$ (68)	\$ 250	\$ -	\$ 250	\$ -
5	Intergovernmental	23,999	-	-	-	-	200,000
6	Total General Fund Revenues	\$ 24,172	\$ (68)	\$ 250	\$ 0	\$ 250	\$ 200,000
7	Expenses						
8	Labor and Benefits	\$ 53,397	\$ 51,644	\$ 53,884	\$ 44,961	\$ 53,884	\$ 53,895
9	Seasonal	44,875	42,750	45,000	37,500	45,000	45,000
10	Benefits	3,796	3,665	3,829	3,190	3,754	3,829
11	Insurance	76	69	15	71	90	26
12	Other Compensation	4,650	5,160	5,040	4,200	5,040	5,040
13	Operating	\$ 4,107,781	\$ 2,277,204	\$ 2,368,008	\$ 1,812,051	\$ 2,406,478	\$ 3,634,521
14	Charges and Fees	-	313	-	-	-	-
15	Contract Services	9,557	595	5,100	18,664	18,664	16,356
16	Grants and Contributions	3,864,656	2,106,108	2,216,630	1,704,552	2,255,100	3,495,279
17	Operating Supplies	12,736	9,477	11,900	9,276	11,900	11,900
18	Professional Development	220,832	160,712	134,378	79,559	120,814	110,986
19	Interfund Charges	\$ 24,186	\$ 26,904	\$ 41,460	\$ 31,697	\$ 41,460	\$ 57,845
20	Information Technology	24,186	26,904	41,460	31,697	41,460	57,845
21	Capital Outlay	\$ 1,813,525	\$ 218,500	\$ -	\$ 253,652	\$ 837,000	\$ -
22	Land	1,813,525	218,500	-	253,652	837,000	-
23	Total General Fund Expenditures	\$ 5,998,889	\$ 2,574,253	\$ 2,463,352	\$ 2,142,362	\$ 3,338,822	\$ 3,746,261
24	201 Sales Tax CIP Fund						
25	Revenue						
26	Intergovernmental	\$ -	\$ 14,385	\$ 39,769	\$ 14,461	\$ 39,769	\$ 45,000
27	Total Sales Tax CIP Fund Revenues	\$ -	\$ 14,385	\$ 39,769	\$ 14,461	\$ 39,769	\$ 45,000
28	Expenses						
29	Operating	\$ -	\$ 2,366,048	\$ 2,313,070	\$ 1,994,524	\$ 2,313,070	\$ 2,603,790
30	Grants and Contributions	-	2,366,048	2,313,070	1,994,524	2,313,070	2,603,790
31	Contingency and Reserves	\$ -	\$ -	\$ 1,842,436	\$ -	\$ -	\$ 1,842,436
32	Contingency	-	-	1,842,436	-	-	1,842,436
33	Total Sales Tax CIP Fund Expenditures	\$ -	\$ 2,366,048	\$ 4,155,506	\$ 1,994,524	\$ 2,313,070	\$ 4,446,226
34	Total City Council Expenditures	\$ 5,998,889	\$ 4,940,301	\$ 6,618,858	\$ 4,136,885	\$ 5,651,892	\$ 8,192,487
35	City Manager's Office						
36	100 General Fund						
37	Expenses						
38	Labor and Benefits	\$ 454,271	\$ 579,837	\$ 612,925	\$ 498,764	\$ 612,925	\$ 647,146
39	Full Time	357,621	446,924	474,056	375,229	465,531	499,296
40	Benefits	89,086	113,455	131,446	110,914	131,446	140,232
41	Insurance	848	5,634	820	670	820	1,015
42	Other Compensation	6,716	13,824	6,603	11,951	15,128	6,603
43	Operating	\$ 94,294	\$ 101,951	\$ 98,645	\$ 28,170	\$ 98,645	\$ 104,830
44	Charges and Fees	1,365	1,611	-	1,903	1,903	-
45	Contract Services	74,737	85,887	73,100	11,956	73,100	72,049
46	Equipment	-	-	2,125	3,826	3,826	8,231
47	Operating Supplies	8,366	5,613	6,720	6,210	6,720	7,850
48	Professional Development	9,826	8,840	16,700	4,275	13,096	16,700
49	Interfund Charges	\$ 133,767	\$ 129,869	\$ 137,826	\$ 103,384	\$ 137,826	\$ 183,694
50	Facility	53,843	42,797	37,818	28,364	37,818	45,922
51	Information Technology	35,039	34,308	46,321	34,755	46,321	57,242
52	Liability Insurance	40,627	52,764	53,687	40,265	53,687	80,530
53	Medical Programs	4,258	-	-	-	-	-
54	Contingency and Reserves	\$ -	\$ -	\$ 200,000	\$ -	\$ 46,878	\$ 200,000
55	Contingency	-	-	200,000	-	46,878	200,000
56	Total City Manager's Office Expenditures	\$ 682,332	\$ 811,657	\$ 1,049,396	\$ 630,318	\$ 896,274	\$ 1,135,670
57	City Attorney						
58	100 General Fund						
59	Revenue						



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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
60	Charges for Service	\$ 6,500	\$ 2,400	\$ 7,920	\$ 2,380	\$ 7,920	\$ 6,300
61	Total General Fund Revenues	\$ 6,500	\$ 2,400	\$ 7,920	\$ 2,380	\$ 7,920	\$ 6,300
62	Expenses						
63	Labor and Benefits	\$ 677,785	\$ 682,007	\$ 901,551	\$ 687,107	\$ 901,551	\$ 912,238
64	Full Time	541,800	537,323	692,594	535,676	692,594	719,006
65	Benefits	130,240	126,748	202,965	142,970	200,245	186,979
66	Insurance	945	6,823	1,190	939	1,190	1,451
67	Other Compensation	4,800	11,113	4,802	7,522	7,522	4,802
68	Operating	\$ 62,680	\$ 36,070	\$ 30,298	\$ 18,502	\$ 30,298	\$ 81,460
69	Charges and Fees	45	69	850	-	850	893
70	Contract Services	11,981	9,076	11,900	11,084	11,900	18,479
71	Operating Supplies	702	597	1,148	1,121	1,148	2,245
72	Professional Development	5,587	3,443	7,900	5,072	7,900	9,843
73	Insurance and Claims	44,365	22,885	8,500	1,225	8,500	50,000
74	Interfund Charges	\$ 43,842	\$ 39,215	\$ 47,244	\$ 35,825	\$ 47,244	\$ 62,977
75	Information Technology	39,584	39,215	47,244	35,825	47,244	62,977
76	Medical Programs	4,258	-	-	-	-	-
77	Total City Attorney Expenditures	\$ 784,307	\$ 757,292	\$ 979,093	\$ 741,434	\$ 979,093	\$ 1,056,675
78	City Clerk						
79	100 General Fund						
80	Revenue						
81	Taxes	\$ 43,341	\$ 52,779	\$ 50,000	\$ 20,560	\$ 50,000	\$ 53,000
82	Licenses and Permits	31,086	27,776	30,000	24,031	30,000	27,950
83	Charges for Service	18,308	17,105	18,400	19,135	18,400	18,400
84	Fines and Forfeitures	5,398	2,271	-	-	-	-
85	Total General Fund Revenues	\$ 98,133	\$ 99,931	\$ 98,400	\$ 63,726	\$ 98,400	\$ 99,350
86	Expenses						
87	Labor and Benefits	\$ 337,413	\$ 347,488	\$ 378,937	\$ 299,309	\$ 378,937	\$ 550,389
88	Full Time	261,053	259,744	275,396	226,042	273,110	407,478
89	Seasonal	-	3,663	-	-	-	-
90	Overtime	83	266	-	35	35	-
91	Benefits	75,796	78,487	103,071	70,585	103,071	141,491
92	Insurance	481	3,447	470	396	470	820
93	Other Compensation	-	1,881	-	2,251	2,251	600
94	Operating	\$ 200,888	\$ 90,532	\$ 145,973	\$ 107,816	\$ 145,973	\$ 183,988
95	Charges and Fees	441	329	268	139	268	300
96	Contract Services	136,581	51,765	125,747	95,829	120,990	94,600
97	Equipment	13,408	26,120	-	4,757	4,757	66,088
98	Operating Supplies	38,677	8,887	4,760	1,981	4,760	3,100
99	Professional Development	11,781	3,431	15,198	5,111	15,198	19,900
100	Interfund Charges	\$ 133,378	\$ 161,084	\$ 157,436	\$ 118,091	\$ 157,436	\$ 165,073
101	Facility	23,177	17,385	14,545	10,909	14,545	17,662
102	Information Technology	105,943	143,699	142,891	107,182	142,891	147,411
103	Medical Programs	4,258	-	-	-	-	-
104	Total City Clerk Expenditures	\$ 671,679	\$ 599,104	\$ 682,346	\$ 525,216	\$ 682,346	\$ 899,450
105	Community Development						
106	100 General Fund						
107	Revenue						
108	Charges for Service	\$ 129,798	\$ 254,764	\$ 124,050	\$ 240,447	\$ 240,447	\$ 208,050
109	Intergovernmental	-	-	30,000	-	6,375	-
110	Other	-	-	-	30,000	30,000	-
111	Total General Fund Revenues	\$ 129,798	\$ 254,764	\$ 154,050	\$ 270,447	\$ 276,822	\$ 208,050
112	Expenses						
113	Labor and Benefits	\$ 990,897	\$ 980,669	\$ 1,207,607	\$ 828,523	\$ 1,077,607	\$ 2,095,977
114	Full Time	748,573	742,474	879,819	595,209	712,423	1,496,120
115	Seasonal	2,217	146	-	37,396	37,396	104,924
116	Overtime	868	750	3,193	864	3,193	2,643
117	Benefits	224,032	214,370	319,820	184,483	313,626	485,212
118	Insurance	1,587	9,467	1,510	1,112	1,510	3,626

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
119	Other Compensation	13,620	13,462	3,265	9,459	9,459	3,452
120	Operating	\$ 70,793	\$ 82,333	\$ 126,025	\$ 170,652	\$ 264,525	\$ 1,172,197
121	Charges and Fees	7,751	7,621	6,300	5,738	6,300	8,200
122	Contract Services	18,168	52,934	62,200	142,785	200,700	1,032,500
123	Equipment	6,452	1,200	17,575	299	17,575	33,800
124	Grants and Contributions	5,934	430	12,000	2,082	12,000	20,000
125	Operating Supplies	15,294	10,929	10,050	7,817	10,050	9,800
126	Professional Development	14,704	7,731	16,500	11,931	16,500	64,897
127	Rent	2,490	1,488	1,400	-	1,400	3,000
128	Interfund Charges	\$ 397,085	\$ 427,222	\$ 392,523	\$ 294,461	\$ 392,523	\$ 404,287
129	Facility	49,161	52,673	46,545	34,909	46,545	56,519
130	Information Technology	309,375	341,828	310,173	232,698	310,173	310,173
131	Liability Insurance	22,184	28,811	35,805	26,854	35,805	37,595
132	Medical Programs	12,774	-	-	-	-	-
133	Fleet	3,591	3,910	-	-	-	-
134	Total General Fund Expenditures	\$ 1,458,775	\$ 1,490,224	\$ 1,726,155	\$ 1,293,636	\$ 1,734,655	\$ 3,672,461
135	104 CDBG Fund						
136	Revenue						
137	Intergovernmental	\$ 412,286	\$ 717,326	\$ 469,134	\$ 358,361	\$ 1,047,945	\$ 469,557
138	Total CDBG Fund Revenues	\$ 412,286	\$ 717,326	\$ 469,134	\$ 358,361	\$ 1,047,945	\$ 469,557
139	Expenses						
140	Operating	\$ 173,280	\$ 326,035	\$ 278,760	\$ 424,342	\$ 857,571	\$ 289,198
141	Contract Services	-	-	-	44,750	44,750	-
142	Grants and Contributions	173,280	325,999	278,760	379,592	812,821	289,198
143	Operating Supplies	-	36	-	-	-	-
144	Transfers Out	\$ 239,006	\$ 391,291	\$ 190,374	\$ 44,591	\$ 190,374	\$ 180,359
145	Total CDBG Fund Expenditures	\$ 412,286	\$ 717,326	\$ 469,134	\$ 468,933	\$ 1,047,945	\$ 469,557
146	201 Sales Tax CIP Fund						
147	Revenue						
148	Intergovernmental	\$ 92,900	\$ 37,500	\$ 25,000	\$ 10,385	\$ 78,750	\$ -
149	Total Sales Tax CIP Fund Revenues	\$ 92,900	\$ 37,500	\$ 25,000	\$ 10,385	\$ 78,750	\$ -
150	Expenses						
151	Operating	\$ 218,700	\$ 79,385	\$ 75,000	\$ -	\$ 200,000	\$ -
152	Contract Services	218,700	79,385	75,000	-	200,000	-
153	Total Sales Tax CIP Fund Expenditures	\$ 218,700	\$ 79,385	\$ 75,000	\$ -	\$ 200,000	\$ -
154	Total Community Development Expenditures	\$ 2,089,761	\$ 2,286,935	\$ 2,270,289	\$ 1,762,569	\$ 2,982,600	\$ 4,142,018
155	Finance						
156	100 General Fund						
157	Revenue						
158	Charges for Service	\$ 42,940	\$ 30,174	\$ 75,000	\$ 26,159	\$ 75,000	\$ 63,000
159	Intergovernmental	2,373	428	-	495	495	-
160	Fines and Forfeitures	288,770	239,796	278,600	221,795	278,600	274,500
161	Total General Fund Revenues	\$ 334,081	\$ 270,398	\$ 353,600	\$ 248,449	\$ 354,095	\$ 337,500
162	Expenses						
163	Labor and Benefits	\$ 1,101,436	\$ 1,078,820	\$ 1,355,214	\$ 959,958	\$ 1,355,214	\$ 1,736,035
164	Full Time	713,202	700,860	860,118	666,989	860,118	1,190,309
165	Seasonal	71,782	75,385	89,000	59,116	89,000	105,915
166	Overtime	1,530	-	3,892	-	3,892	4,233
167	Benefits	291,887	281,008	395,297	228,755	395,297	427,957
168	Insurance	2,029	12,934	1,804	1,261	1,804	2,820
169	Other Compensation	21,006	8,633	5,103	3,836	5,103	4,801
170	Operating	\$ 281,133	\$ 252,213	\$ 266,182	\$ 101,601	\$ 266,182	\$ 385,803
171	Charges and Fees	270	300	300	2,051	2,051	315
172	Contract Services	212,630	195,380	226,559	70,007	226,559	250,926
173	Equipment	3,536	35,748	300	11,063	11,063	70,700
174	Grants and Contributions	27,785	-	-	-	-	-
175	Operating Supplies	26,473	13,398	19,134	13,371	17,383	23,005
176	Professional Development	10,439	7,237	18,189	4,984	7,426	39,357
177	Repairs	-	150	1,700	125	1,700	1,500

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
178	Interfund Charges	\$ 427,027	\$ 587,225	\$ 498,454	\$ 374,114	\$ 498,454	\$ 749,662
179	Facility	81,458	78,120	69,819	52,364	69,819	89,325
180	Information Technology	330,666	509,105	428,635	321,750	428,635	660,337
181	Medical Programs	14,903	-	-	-	-	-
182	Capital Outlay	\$ 49,636	\$ -	\$ -	\$ -	\$ -	\$ 305,000
183	Computer Systems	49,636	-	-	-	-	305,000
184	Total General Fund Expenditures	\$ 1,859,232	\$ 1,918,258	\$ 2,119,850	\$ 1,435,673	\$ 2,119,850	\$ 3,176,500
185	106 Lodgers Tax Increase Fund						
186	Revenue						
187	Taxes	\$ 1,706,537	\$ 1,072,214	\$ 1,302,748	\$ 1,331,336	\$ 1,739,009	\$ 1,864,218
188	Total Lodgers Tax Increase Fund Revenues	\$ 1,706,537	\$ 1,072,214	\$ 1,302,748	\$ 1,331,336	\$ 1,739,009	\$ 1,864,218
189	Expenses						
190	Operating	\$ 914,460	\$ 705,812	\$ 759,936	\$ 773,134	\$ 1,026,666	\$ 1,087,461
191	Grants and Contributions	914,460	705,812	759,936	773,134	1,026,666	1,087,461
192	Transfer Out	\$ 653,186	\$ 484,305	\$ 542,812	\$ 552,238	\$ 733,333	\$ 776,758
193	Total Lodgers Tax Increase Fund Expenditures	\$ 1,567,646	\$ 1,190,117	\$ 1,302,748	\$ 1,325,372	\$ 1,759,999	\$ 1,864,219
194	401 Information Technology Fund						
195	Revenue						
196	Charges for Service	\$ 92,718	\$ 76,535	\$ 101,684	\$ 111,077	\$ 111,077	\$ 152,480
197	Intergovernmental	6,500	-	-	-	-	-
198	Interfund Revenue	7,231,201	7,478,212	7,528,892	5,985,539	7,492,243	9,004,618
199	Interest	52,214	33,171	13,464	-	17,000	17,000
200	Total Information Technology Revenues	\$ 7,382,633	\$ 7,587,918	\$ 7,644,040	\$ 6,096,616	\$ 7,620,320	\$ 9,174,098
201	Expenses						
202	Labor and Benefits	\$ 2,581,848	\$ 2,604,028	\$ 2,673,845	\$ 2,096,152	\$ 2,673,845	\$ 3,108,376
203	Full Time	1,937,697	1,899,343	1,955,695	1,543,996	1,926,956	2,320,704
204	Benefits	617,995	613,555	713,609	519,492	713,609	781,811
205	Insurance	4,555	25,452	3,339	2,723	3,339	4,659
206	Other Compensation	21,601	65,678	1,202	29,941	29,941	1,202
207	Operating	\$ 4,122,929	\$ 4,075,225	\$ 5,057,510	\$ 3,721,776	\$ 4,657,510	\$ 5,492,950
208	Contract Services	2,652,914	2,872,456	3,263,004	2,818,233	3,263,004	4,033,994
209	Equipment	917,521	689,796	1,227,666	453,890	827,666	1,024,076
210	Operating Supplies	55,360	45,683	23,375	14,367	22,887	38,000
211	Cost of Goods Sold	361	-	-	-	-	-
212	Professional Development	88,354	25,887	94,197	40,813	94,197	85,000
213	Repairs	-	-	-	488	488	-
214	Utilities	408,419	441,403	449,268	393,984	449,268	311,880
215	Interfund Charges	\$ 308,924	\$ 255,965	\$ 254,590	\$ 175,781	\$ 254,590	\$ 613,625
216	Facility	60,442	64,943	66,909	50,182	66,909	81,247
217	Information Technology	223,214	186,351	183,174	122,293	183,174	527,889
218	Liability Insurance	1,004	1,305	1,328	996	1,328	2,656
219	Medical Programs	21,290	-	-	-	-	-
220	Fleet	2,903	3,324	2,929	2,197	2,929	1,593
221	Fuel Charges	71	42	250	114	250	240
222	Capital Outlay	\$ 862,754	\$ 415,577	\$ 1,019,217	\$ 271,579	\$ 1,288,138	\$ 800,000
223	Capital Equipment	659,394	203,360	807,000	57,728	1,074,287	800,000
224	Computer Systems	203,360	212,217	212,217	213,851	213,851	-
225	Contingency and Reserves	\$ -	\$ -	\$ 293,697	\$ -	\$ 293,697	\$ -
226	Contingency	-	-	293,697	-	293,697	-
227	Total Information Technology Fund Expenditures	\$ 7,876,455	\$ 7,350,795	\$ 9,298,859	\$ 6,265,289	\$ 9,167,780	\$ 10,014,951
228	Total Finance Expenditures	\$ 11,303,333	\$ 10,459,170	\$ 12,721,457	\$ 9,026,334	\$ 13,047,629	\$ 15,055,670
229	Fire						
230	100 General Fund						
231	Revenue						
232	Licenses and Permits	\$ 121,306	\$ 113,438	\$ 104,217	\$ 103,513	\$ 104,217	\$ 131,000
233	Charges for Service	6,056,903	7,389,124	6,854,046	3,163,389	9,094,933	9,581,227
234	Intergovernmental	216,957	605,626	1,318,882	899,737	1,202,657	625,823
235	Interest	433	1,698	-	1,667	1,667	-
236	Other	-	1,300	500	2,520	2,520	500

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237	Capital Proceeds	165	-	-	-	-	-
238	Total General Fund Revenues	\$ 6,395,764	\$ 8,111,186	\$ 8,277,645	\$ 4,170,826	\$ 10,405,994	\$ 10,338,550
239	Expenses						
240	Labor and Benefits	\$ 14,277,892	\$ 15,094,878	\$ 15,012,115	\$ 12,142,867	\$ 15,015,063	\$ 15,577,259
241	Full Time	9,215,234	9,920,571	9,753,563	7,604,363	9,753,563	9,837,464
242	Seasonal	16,066	19,214	56,525	13,339	56,525	62,445
243	Overtime	1,008,534	1,011,864	682,482	1,092,930	1,110,213	1,165,724
244	Benefits	2,988,516	3,248,038	3,590,105	2,645,674	3,138,793	3,451,930
245	Insurance	448,719	297,899	470,797	395,351	470,797	588,133
246	Other Compensation	111,626	89,280	41,493	68,022	68,022	54,413
247	Pensions	489,197	508,012	417,150	323,188	417,150	417,150
248	Operating	\$ 1,628,028	\$ 1,224,595	\$ 1,872,731	\$ 1,379,764	\$ 2,164,405	\$ 1,893,889
249	Charges and Fees	111,143	75,120	116,152	67,903	116,152	143,720
250	Contract Services	314,609	287,344	192,854	153,229	192,854	377,342
251	Equipment	531,704	380,215	1,000,035	564,431	1,160,312	538,554
252	Grants and Contributions	-	-	2,000	-	2,000	2,100
253	Operating Supplies	313,023	283,002	243,200	272,674	272,674	377,446
254	Professional Development	172,314	88,315	182,071	85,051	182,071	266,971
255	Repairs	78,473	31,565	31,110	43,424	43,424	32,740
256	Utilities	17,648	18,509	12,499	13,566	13,566	16,355
257	Rent	-	-	-	-	-	2,812
258	Fuel	3,353	3,733	1,530	3,735	3,735	1,600
259	System Maintenance	83	13,194	7,650	5,784	7,650	8,000
260	Uniforms and Gear	85,678	43,598	83,630	169,967	169,967	126,249
261	Interfund Charges	\$ 2,438,194	\$ 2,847,558	\$ 2,717,509	\$ 2,097,954	\$ 2,717,509	\$ 3,346,790
262	Facility	181,484	228,335	257,703	193,277	257,703	268,082
263	Information Technology	655,906	729,024	753,502	567,274	753,502	942,831
264	Liability Insurance	25,021	32,496	142,351	106,763	142,351	199,291
265	Medical Programs	132,003	-	-	-	-	-
266	Fleet	867,788	1,246,763	984,999	738,749	984,999	1,263,728
267	Fuel Charges	110,713	97,903	76,373	114,954	76,373	117,340
268	Comm Center	460,324	507,948	497,452	373,089	497,452	555,518
269	Departmental Services	4,955	5,089	5,129	3,847	5,129	-
270	Capital Outlay	\$ 1,283,744	\$ 90,719	\$ -	\$ 38,092	\$ 38,092	\$ 24,806
271	Capital Equipment	1,283,744	90,719	-	38,092	38,092	24,806
272	Total General Fund Expenditures	\$ 19,627,858	\$ 19,257,750	\$ 19,602,355	\$ 15,658,677	\$ 19,935,070	\$ 20,842,744
273	107 First Responder Tax Fund						
274	Revenue						
275	Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,804
276	Total First Responder Tax Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,804
277	Expenses						
278	Labor and Benefits	\$ -	\$ 480,202	\$ 1,760,837	\$ 1,606,378	\$ 1,760,837	\$ 6,200,329
279	Full Time	-	346,096	1,202,961	1,039,935	1,136,425	4,184,711
280	Overtime	-	22,224	-	66,536	66,536	233,145
281	Benefits	-	104,379	510,023	355,990	413,959	1,550,393
282	Insurance	-	4,659	47,552	52,246	52,246	231,779
283	Other Compensation	-	2,844	301	91,671	91,671	301
284	Operating	\$ -	\$ 265,234	\$ 272,060	\$ 42,711	\$ 131,100	\$ 985,278
285	Contract Services	-	246	7,024	5,099	7,024	59,062
286	Equipment	-	162,269	206,150	5,712	65,190	590,753
287	Operating Supplies	-	47,244	11,385	10,938	11,385	30,994
288	Professional Development	-	38,899	47,501	3,667	30,206	56,842
289	Repairs	-	1,560	-	4,598	4,598	6,876
290	Utilities	-	486	-	3,765	3,765	3,000
291	Uniforms and Gear	-	14,530	-	8,932	8,932	237,751
292	Interfund Charges	\$ -	\$ (26,110)	\$ 142,451	\$ 97,121	\$ 142,451	\$ 206,667
293	Facility	-	(26,110)	26,110	19,582	26,110	30,710
294	Information Technology	-	-	-	435	435	22,555
295	Fleet	-	-	102,806	77,104	102,806	133,187

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296	Fuel Charges	-	-	13,535	-	13,100	20,215
297	Capital Outlay	\$ -	\$ 75,674	\$ -	\$ -	\$ 140,960	\$ -
298	Capital Equipment	-	75,674	-	-	140,960	-
299	Total First Responder Tax Expenditures	\$ -	\$ 795,000	\$ 2,175,348	\$ 1,746,210	\$ 2,175,348	\$ 7,392,274
300	201 Sales Tax CIP Fund						
301	Revenue						
302	Intergovernmental	\$ 103,391	\$ 23,085	\$ 800,000	\$ 5,362	\$ 250,000	\$ -
303	Total Sales Tax CIP Fund Revenues	\$ 103,391	\$ 23,085	\$ 800,000	\$ 5,362	\$ 250,000	\$ -
304	Expenses						
305	Operating	\$ 1,269	\$ 98,466	\$ -	\$ 2,755	\$ -	\$ -
306	Contract Services	-	8,976	-	-	-	-
307	Equipment	-	78,820	-	2,755	-	-
308	Operating Supplies	-	10,530	-	-	-	-
309	Repairs	-	(1,649)	-	-	-	-
310	Utilities	1,269	1,789	-	-	-	-
311	Capital Outlay	\$ 393,200	\$ 4,683,673	\$ 10,925,000	\$ 1,493,506	\$ 11,801,126	\$ 1,334,325
312	Capital Equipment	-	-	-	690,486	691,000	589,325
313	Facilities	393,200	4,683,673	10,925,000	803,020	11,110,126	745,000
314	Total Sales Tax CIP Fund Expenditures	\$ 394,469	\$ 4,782,138	\$ 10,925,000	\$ 1,496,261	\$ 11,801,126	\$ 1,334,325
315	Total Fire Expenditures	20,022,327	24,834,889	32,702,703	18,901,148	33,911,544	29,569,343
316	General Services						
317	100 General Fund						
318	Revenue						
319	Charges for Service	\$ 89,445	\$ 182,334	\$ 102,000	\$ 112,209	\$ 112,209	\$ 138,500
320	Capital Proceeds	15,442	14,758	12,000	893	12,000	1,500
321	Total General Fund Revenues	\$ 104,887	\$ 197,092	\$ 114,000	\$ 113,102	\$ 124,209	\$ 140,000
322	Expenses						
323	Labor and Benefits	\$ 1,028,526	\$ 1,386,771	\$ 1,764,093	\$ 1,191,173	\$ 1,689,598	\$ 1,870,070
324	Full Time	756,817	986,026	1,210,381	846,300	1,129,711	1,339,510
325	Seasonal	-	12,635	-	6,175	6,175	-
326	Overtime	4,654	13,068	5,000	4,787	5,000	7,000
327	Benefits	233,987	323,909	483,302	279,090	471,133	442,784
328	Insurance	21,775	30,329	61,957	39,199	61,957	77,467
329	Other Compensation	11,293	20,804	3,453	15,622	15,622	3,309
330	Operating	\$ 44,264	\$ 145,030	\$ 118,996	\$ 166,375	\$ 193,491	\$ 1,396,892
331	Contract Services	5,619	4,026	4,820	922	4,820	300
332	Equipment	8,743	10,462	4,760	1,055	4,760	1,253,682
333	Operating Supplies	13,439	101,126	70,370	111,427	111,427	108,500
334	Cost of Goods Sold	8,002	3,363	6,883	2,856	6,883	4,750
335	Professional Development	5,530	7,719	26,534	12,172	26,534	23,810
336	Repairs	-	14,867	1,700	888	1,700	1,500
337	Utilities	179	-	-	-	-	-
338	System Maintenance	-	365	-	33,438	33,438	-
339	Uniforms and Gear	2,752	3,102	3,929	3,617	3,929	4,350
340	Interfund Charges	\$ 129,219	\$ 119,478	\$ 194,124	\$ 157,136	\$ 194,124	\$ 266,052
341	Facility	26,060	32,425	30,835	23,126	30,835	27,586
342	Information Technology	33,736	52,449	67,358	51,202	67,358	112,834
343	Liability Insurance	-	-	13,781	10,336	13,781	15,158
344	Medical Programs	4,258	-	-	-	-	-
345	Fleet	8,013	16,301	72,811	54,608	72,811	78,589
346	Fuel Charges	4,116	18,303	9,339	17,863	9,339	31,885
347	Departmental Services	53,036	-	-	-	-	-
348	Capital Outlay	\$ -	\$ 49,551	\$ -	\$ 867,267	\$ 878,500	\$ -
349	Capital Equipment	-	49,551	-	-	-	-
350	Facilities	-	-	-	867,267	878,500	-
351	Total General Fund Expenditures	\$ 1,202,009	\$ 1,700,830	\$ 2,077,213	\$ 2,381,951	\$ 2,955,713	\$ 3,533,014

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
352	201 Sales Tax CIP Fund						
353	Revenue						
354	Other	\$ -	\$ -	\$ -	\$ -	\$ -	50,000
355	Total Sales Tax CIP Fund Revenues	\$ -	\$ -	\$ 0	\$ -	\$ -	50,000
356	Expenses						
357	Capital Outlay	\$ -	\$ 55,328	\$ 100,000	\$ -	\$ 100,000	\$ 450,000
358	Facilities	-	55,328	100,000	-	100,000	450,000
359	Total Sales Tax CIP Fund Expenditures	\$ -	\$ 55,328	\$ 100,000	\$ -	\$ 100,000	\$ 450,000
360	302 Solid Waste Removal Fund						
361	Revenue						
362	Charges for Service	\$ 4,607,078	\$ 4,785,582	\$ 4,781,991	\$ 3,886,271	\$ 4,821,991	\$ 5,080,000
363	Interest	22,883	17,992	8,404	-	8,404	8,404
364	Total Solid Waste Removal Fund Revenues	\$ 4,629,960	\$ 4,803,573	\$ 4,790,395	\$ 3,886,271	\$ 4,830,395	\$ 5,088,404
365	Expenses						
366	Labor and Benefits	\$ 1,137,391	\$ 1,049,721	\$ 1,184,038	\$ 881,925	\$ 1,184,038	\$ 1,275,625
367	Full Time	744,476	720,538	771,658	568,665	771,658	835,778
368	Seasonal	-	-	1,060	-	1,060	30,000
369	Overtime	17,319	19,438	28,994	9,751	28,994	9,759
370	Benefits	273,179	274,459	315,079	226,198	287,085	321,736
371	Insurance	101,153	33,527	67,022	49,092	67,022	78,043
372	Other Compensation	1,264	1,759	225	28,219	28,219	309
373	Operating	\$ 1,498,849	\$ 1,561,772	\$ 1,647,420	\$ 1,260,034	\$ 1,702,420	\$ 1,825,245
374	Charges and Fees	656,550	707,661	763,000	582,755	818,000	840,300
375	Contract Services	762,755	785,821	805,320	602,526	804,249	829,820
376	Equipment	48,303	47,034	55,250	53,482	55,250	120,000
377	Operating Supplies	5,574	4,053	5,513	4,820	5,513	10,075
378	Professional Development	4,019	556	2,550	-	2,550	5,000
379	Repairs	19,869	15,605	14,450	14,043	14,450	17,050
380	Uniforms and Gear	1,779	1,042	1,337	2,408	2,408	3,000
381	Interfund Charges	\$ 1,550,252	\$ 1,678,119	\$ 1,410,072	\$ 1,075,721	\$ 1,410,072	\$ 1,515,858
382	Administrative Overhead	326,850	344,258	352,005	264,004	352,005	365,505
383	Facility	16,592	20,462	14,297	10,723	14,297	19,376
384	Information Technology	23,576	24,369	27,237	20,428	27,237	28,733
385	Liability Insurance	34,593	44,927	36,921	27,691	36,921	38,767
386	Medical Programs	13,838	-	-	-	-	-
387	Fleet	786,682	881,147	649,234	486,925	649,234	710,821
388	Fuel Charges	114,140	128,941	94,188	88,807	94,188	104,125
389	Utility Services	233,981	234,015	236,190	177,143	236,190	248,531
390	Capital Outlay	\$ -	\$ 76,725	\$ 22,100	\$ 19,099	\$ 22,100	\$ 32,000
391	Capital Equipment	-	76,725	22,100	19,099	22,100	-
392	Facilities	-	-	-	-	-	32,000
393	Debt Service	\$ 94,441	\$ 96,991	\$ 99,610	\$ -	\$ 99,610	\$ -
394	Principal	94,441	96,991	99,610	-	99,610	-
395	Transfers Out	\$ 180,000	\$ 194,098	\$ 200,000	\$ 200,000	\$ 200,000	\$ 220,000
396	Total Solid Waste Removal Fund Expenditures	\$ 4,460,933	\$ 4,657,426	\$ 4,563,240	\$ 3,436,778	\$ 4,618,240	\$ 4,868,728
397	303 Grand Junction Convention Center Fund						
398	Revenue						
399	Charges for Service	\$ 15,491	\$ 145	\$ -	\$ 1,750	\$ 1,750	\$ 25,000
400	Intergovernmental	6,564,022	391,007	274,374	82,350	241,461	206,761
401	Transfers In	500,000	200,000	200,000	200,000	200,000	200,000
402	Total GJ Convention Center Fund Revenues	\$ 7,079,513	\$ 591,152	\$ 474,374	\$ 284,100	\$ 443,211	\$ 431,761
403	Expenses						
404	Labor and Benefits	\$ 587	\$ -	\$ -	\$ -	\$ -	\$ -
405	Seasonal	540	-	-	-	-	-
406	Benefits	47	-	-	-	-	-
407	Operating	\$ 683,629	\$ 314,986	\$ 202,500	\$ 258,691	\$ 258,591	\$ 225,000
408	Charges and Fees	100	600	-	100	-	-
409	Contract Services	225,000	265,134	202,500	225,960	225,960	225,000
410	Equipment	107,101	53,007	-	-	-	-

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
411	Operating Supplies	(9,880)	(3,755)	-	32,631	32,631	-
412	Repairs	361,309	-	-	-	-	-
413	Interfund Charges	\$ 203,304	\$ 178,358	\$ 241,460	\$ 181,095	\$ 241,460	\$ 206,761
414	Facility	150,967	132,469	221,832	166,374	221,832	185,874
415	Liability Insurance	10,637	13,814	14,056	10,542	14,056	14,758
416	Fleet	9,653	7,173	5,572	4,179	5,572	6,129
417	Departmental Services	32,047	24,901	-	-	-	-
418	Capital Outlay	\$ 6,155,436	\$ 127,237	\$ -	\$ -	\$ -	\$ -
419	Facilities	6,155,436	127,237	-	-	-	-
420	Total GJ Convention Center Fund Expenditures	\$ 7,042,956	\$ 620,582	\$ 443,960	\$ 439,786	\$ 500,051	\$ 431,761
421	305 Golf Courses Fund						
422	Revenue						
423	Charges for Service	\$ 1,679,749	\$ 2,120,337	\$ 2,078,050	\$ 1,982,398	\$ 2,196,050	\$ 2,281,150
424	Interest	1,608	1,690	-	-	-	-
425	Other	12,800	12,980	16,000	12,480	16,000	18,720
426	Transfers In	1,621,500	120,000	120,000	60,000	120,000	120,000
427	Total Golf Courses Fund Revenues	\$ 3,315,658	\$ 2,255,007	\$ 2,214,050	\$ 2,054,878	\$ 2,332,050	\$ 2,419,870
428	Expenses						
429	Labor and Benefits	\$ 873,783	\$ 871,908	\$ 852,860	\$ 731,112	\$ 853,460	\$ 863,125
430	Full Time	398,569	406,597	405,821	321,614	405,821	402,900
431	Seasonal	277,811	269,130	267,170	250,774	267,170	279,868
432	Overtime	4,556	1,591	1,938	447	1,938	1,990
433	Benefits	155,701	160,987	167,140	138,177	167,140	168,029
434	Insurance	13,498	20,583	9,857	11,665	10,457	9,133
435	Other Compensation	23,648	13,020	934	8,435	934	1,205
436	Operating	\$ 523,987	\$ 681,265	\$ 638,853	\$ 557,030	\$ 728,853	\$ 806,640
437	Charges and Fees	41,753	69,581	65,715	60,587	76,715	82,800
438	Contract Services	37,067	5,267	7,044	7,664	10,544	8,935
439	Equipment	68,226	115,587	116,685	105,052	116,685	166,775
440	Operating Supplies	49,855	32,535	19,526	27,317	30,526	28,850
441	Cost of Goods Sold	162,053	308,227	292,450	227,453	343,050	341,000
442	Professional Development	3,707	3,756	5,527	2,981	5,527	6,015
443	Repairs	45,465	8,509	26,413	23,529	31,413	29,250
444	Utilities	39,366	43,424	40,765	48,249	49,665	52,140
445	Rent	-	-	275	-	275	250
446	Equipment Maintenance	8,509	10,335	7,405	8,070	8,070	12,125
447	System Maintenance	65,775	82,638	56,750	46,129	56,085	77,500
448	Uniforms and Gear	2,211	1,406	298	-	298	1,000
449	Interfund Charges	\$ 412,610	\$ 482,207	\$ 483,253	\$ 361,190	\$ 483,253	\$ 597,482
450	Administrative Overhead	131,428	125,252	146,554	109,915	146,554	170,240
451	Facility	46,135	67,883	47,943	35,957	47,943	78,760
452	Information Technology	63,573	68,458	77,639	58,257	77,639	77,639
453	Liability Insurance	16,913	21,968	22,353	16,765	22,353	23,470
454	Medical Programs	6,388	-	-	-	-	-
455	Fleet	122,982	176,008	172,908	129,681	172,908	229,743
456	Fuel Charges	21,076	18,412	11,631	10,615	11,631	17,630
457	Departmental Services	4,115	4,226	4,225	-	4,225	-
458	Debt Service	\$ 38,313	\$ 87,798	\$ 87,797	\$ -	\$ 87,797	\$ 87,798
459	Interest Expense	38,313	13,263	12,145	-	12,145	9,859
460	Principal	-	74,534	75,652	-	75,652	77,939
461	Total Golf Courses Fund Expenditures	\$ 1,848,693	\$ 2,123,179	\$ 2,062,763	\$ 1,649,332	\$ 2,153,363	\$ 2,355,045
462	308 Parking Authority Fund						
463	Revenue						
464	Charges for Service	\$ 522,139	\$ 383,768	\$ 504,550	\$ 388,577	\$ 463,600	\$ 500,150
465	Fines and Forfeitures	200,016	143,700	156,000	175,366	176,000	190,000
466	Interest	10,682	8,814	4,149	-	4,149	4,149
467	Other	59,000	55,230	55,250	36,695	55,250	56,850
468	Total Parking Authority Fund Revenues	\$ 791,837	\$ 591,512	\$ 719,949	\$ 600,638	\$ 698,999	\$ 751,149
469	Expenses						



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470	Labor and Benefits	\$ 95,683	\$ 94,284	\$ 96,715	\$ 78,715	\$ 96,715	\$ 79,155
471	Full Time	61,109	60,836	61,994	50,028	61,994	46,842
472	Benefits	31,687	28,144	32,662	25,703	31,472	29,931
473	Insurance	1,571	3,607	1,607	1,342	1,607	1,930
474	Other Compensation	1,316	1,697	452	1,642	1,642	452
475	Operating	\$ 120,381	\$ 92,594	\$ 112,376	\$ 95,948	\$ 112,376	\$ 151,499
476	Charges and Fees	75,911	64,739	76,705	68,965	73,454	88,500
477	Contract Services	4,230	4,391	12,404	5,920	12,404	22,649
478	Equipment	6,032	1,757	4,590	3,325	4,590	20,000
479	Operating Supplies	6,095	109	5,356	1,549	5,356	5,450
480	Repairs	28,113	21,590	12,938	16,189	16,189	14,500
481	Uniforms and Gear	-	8	383	-	383	400
482	Interfund Charges	\$ 106,205	\$ 89,340	\$ 79,610	\$ 59,911	\$ 79,610	\$ 78,114
483	Administrative Overhead	53,805	55,541	53,996	40,497	53,996	55,658
484	Facility	11,043	11,527	10,649	7,987	10,649	12,567
485	Information Technology	21,195	7,014	9,609	7,207	9,609	3,092
486	Liability Insurance	15,068	9,625	432	324	432	453
487	Fleet	4,580	5,190	4,508	3,381	4,508	5,904
488	Fuel Charges	514	443	416	516	416	440
489	Debt Service	\$ 243,767	\$ 218,375	\$ 243,767	\$ -	\$ 243,767	\$ 243,228
490	Interest Expense	33,721	27,269	27,372	-	27,372	20,832
491	Principal	210,046	191,106	216,395	-	216,395	222,396
492	Total Parking Authority Fund Expenditures	\$ 566,036	\$ 494,593	\$ 532,468	\$ 234,574	\$ 532,468	\$ 551,996
493	402 Fleet and Equipment Fund						
494	Revenue						
495	Charges for Service	\$ 848,693	\$ 949,872	\$ 937,635	\$ 775,048	\$ 937,635	\$ 942,635
496	Interfund Revenue	5,322,181	6,274,471	5,378,967	4,209,096	5,378,967	7,031,098
497	Interest	61,889	41,492	17,154	-	27,500	27,500
498	Other	6,388	-	2,000	-	2,000	-
499	Capital Proceeds	47,358	59,680	80,000	19,250	80,000	50,000
500	Transfers In	183,617	209,088	68,275	34,138	68,275	70,563
501	Total Fleet and Equipment Fund Revenues	\$ 6,470,126	\$ 7,534,603	\$ 6,484,031	\$ 5,037,532	\$ 6,494,377	\$ 8,121,796
502	Expenses						
503	Labor and Benefits	\$ 1,099,371	\$ 1,141,669	\$ 1,277,667	\$ 1,061,230	\$ 1,277,667	\$ 1,443,947
504	Full Time	783,078	824,042	901,440	743,094	901,440	996,322
505	Overtime	16,296	13,187	19,058	1,626	19,058	21,176
506	Benefits	278,681	279,009	328,700	290,346	326,298	390,352
507	Insurance	16,647	21,654	27,355	22,648	27,355	35,044
508	Other Compensation	4,669	3,777	1,114	3,516	3,516	1,053
509	Operating	\$ 2,438,443	\$ 2,012,768	\$ 2,232,679	\$ 1,775,916	\$ 2,232,679	\$ 2,446,698
510	Charges and Fees	227	489	450	349	450	750
511	Contract Services	93,064	49,976	26,160	40,568	40,568	25,380
512	Equipment	203,117	53,854	-	-	-	-
513	Operating Supplies	27,177	23,664	25,768	18,740	25,768	34,652
514	Professional Development	14,492	6,090	12,425	9,606	12,425	18,425
515	Repairs	237,981	169,598	245,000	191,721	230,406	230,000
516	Utilities	611	619	574	663	663	850
517	Equipment Maintenance	1,063,004	1,057,333	1,000,000	931,091	1,000,000	1,133,000
518	Fuel	798,634	651,040	922,002	582,782	922,002	1,002,891
519	Uniforms and Gear	136	105	300	397	397	750
520	Interfund Charges	\$ 315,104	\$ 324,487	\$ 235,832	\$ 196,641	\$ 235,832	\$ 256,490
521	Facility	69,521	83,488	74,454	55,841	59,055	73,624
522	Information Technology	56,813	50,757	78,013	58,912	78,013	99,770
523	Liability Insurance	49,571	49,571	50,439	37,829	50,439	52,960
524	Medical Programs	12,774	-	-	-	-	-
525	Fleet	13,258	13,832	18,562	13,921	18,562	27,646
526	Fuel Charges	2,522	1,782	2,098	2,473	2,098	2,490
527	Departmental Services	110,645	125,057	12,266	27,665	27,665	-
528	Capital Outlay	\$ 2,644,328	\$ 2,138,829	\$ 3,048,753	\$ 3,002,294	\$ 3,048,753	\$ 4,650,000

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529	Capital Equipment	2,644,328	2,138,829	3,048,753	3,002,294	3,048,753	4,650,000
530	Contingency and Reserves	\$ -	\$ -	\$ 875,378	\$ -	\$ 875,378	\$ 200,000
531	Contingency	-	-	875,378	-	875,378	200,000
532	Total Fleet and Equipment Fund Expenditures	\$ 6,497,246	\$ 5,617,753	\$ 7,670,309	\$ 6,036,080	\$ 7,670,309	\$ 8,997,135
533	406 Facilities Management Fund						
534	Revenue						
535	Charges for Service	\$ 237	\$ 161	\$ -	\$ 46	\$ 46	\$ -
536	Interfund Revenue	2,607,580	2,720,409	2,793,660	2,100,661	2,801,692	3,091,847
537	Other	26,460	25,184	17,760	14,440	17,760	17,760
538	Transfers In	200,000	-	-	-	-	-
539	Total Facilities Management Fund Revenues	\$ 2,834,276	\$ 2,745,754	\$ 2,811,420	\$ 2,115,147	\$ 2,819,498	\$ 3,109,607
540	Expenses						
541	Labor and Benefits	\$ 521,189	\$ 510,753	\$ 602,049	\$ 512,203	\$ 604,828	\$ 676,409
542	Full Time	365,968	348,503	402,516	352,306	402,516	481,666
543	Seasonal	962	4,043	-	-	-	-
544	Overtime	3,552	4,500	4,245	4,239	4,245	2,821
545	Benefits	143,505	136,434	179,420	131,574	173,983	170,640
546	Insurance	5,967	11,348	15,356	21,009	21,009	20,696
547	Other Compensation	1,235	5,925	512	3,075	3,075	586
548	Operating	\$ 2,109,776	\$ 2,159,806	\$ 2,085,979	\$ 1,574,798	\$ 2,064,598	\$ 2,248,927
549	Contract Services	301,256	300,441	212,560	255,846	255,846	306,400
550	Equipment	10,783	973	850	487	850	8,750
551	Operating Supplies	29,374	21,951	31,475	22,928	31,475	30,550
552	Professional Development	3,520	2,394	2,125	267	2,125	2,500
553	Repairs	122,533	34,560	21,250	33,741	33,741	18,100
554	Utilities	1,642,078	1,799,032	1,815,296	1,261,291	1,738,138	1,880,103
555	Rent	-	-	1,785	-	1,785	1,874
556	Uniforms and Gear	232	455	638	238	638	650
557	Interfund Charges	\$ 185,175	\$ 185,849	\$ 199,891	\$ 178,913	\$ 199,891	\$ 202,598
558	Facility	20,016	18,583	22,808	17,106	22,808	29,692
559	Information Technology	61,344	51,211	59,201	44,415	59,201	67,353
560	Liability Insurance	64,836	84,205	85,679	64,259	85,679	89,962
561	Medical Programs	7,452	-	-	-	-	-
562	Fleet	14,592	14,994	15,198	11,399	15,198	13,811
563	Fuel Charges	2,029	1,547	1,696	2,397	1,696	1,780
564	Departmental Services	14,906	15,309	15,309	39,336	15,309	-
565	Capital Outlay	\$ -	\$ -	\$ -	\$ 21,381	\$ 21,381	\$ -
566	Facilities	-	-	-	21,381	21,381	-
567	Total Facilities Management Fund Expenditures	\$ 2,816,141	\$ 2,856,408	\$ 2,887,919	\$ 2,287,294	\$ 2,890,698	\$ 3,127,934
568	Total General Services Expenditures	\$ 24,434,015	\$ 18,126,099	\$ 20,337,872	\$ 16,465,796	\$ 21,420,842	\$ 24,315,613
569	Human Resources						
570	100 General Fund						
571	Revenue						
572	Charges for Service	\$ 770	\$ -	\$ -	\$ -	\$ -	\$ -
573	Total General Fund Revenues	\$ 770	\$ -	\$ -	\$ -	\$ -	\$ -
574	Expenses						
575	Labor and Benefits	\$ 904,512	\$ 908,067	\$ 1,264,581	\$ 747,659	\$ 1,234,032	\$ 1,501,903
576	Full Time	543,283	583,503	617,222	491,730	616,869	682,014
577	Seasonal	122,698	100,255	217,840	82,256	217,840	297,002
578	Overtime	-	-	-	353	353	-
579	Benefits	176,796	161,688	209,775	151,600	209,775	229,987
580	Insurance	13,884	26,461	126,431	1,699	112,594	126,970
581	Other Compensation	45,807	34,144	73,153	18,572	56,441	145,770
582	Pensions	2,044	2,016	20,160	1,449	20,160	20,160
583	Operating	\$ 477,665	\$ 303,768	\$ 358,033	\$ 261,710	\$ 358,033	\$ 949,810
584	Contract Services	166,150	148,654	162,640	120,690	162,640	678,810
585	Equipment	53,107	9,967	1,400	2,380	2,380	15,500
586	Operating Supplies	179,804	94,342	127,136	49,318	66,906	164,300
587	Professional Development	78,604	50,805	66,857	30,072	66,857	91,200

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
588	Insurance and Claims	-	-	-	59,250	59,250	-
589	Interfund Charges	\$ 245,922	\$ 325,412	\$ 331,082	\$ 249,149	\$ 331,082	\$ 338,947
590	Facility	33,694	36,102	32,000	24,000	32,000	39,486
591	Information Technology	201,906	285,583	295,290	222,305	295,290	295,290
592	Liability Insurance	2,870	3,727	3,792	2,844	3,792	4,171
593	Medical Programs	7,452	-	-	-	-	-
594	Total General Fund Expenditures	\$ 1,628,100	\$ 1,537,247	\$ 1,953,696	\$ 1,258,518	\$ 1,923,147	\$ 2,790,660
595	404 Insurance Fund						
596	Revenue						
597	Charges for Service	\$ 10,058	\$ 6,297	\$ 10,000	\$ 1,415	\$ 10,000	\$ 2,500
598	Interfund Revenue	3,460,086	13,396,287	15,254,072	11,876,281	15,254,884	15,402,681
599	Interest	70,527	48,952	22,202	-	22,202	15,194
600	Other	464,430	1,158,354	533,965	463,220	533,965	466,500
601	Transfers In	-	1,441,009	-	-	-	-
602	Total Insurance Fund Revenues	\$ 4,005,101	\$ 16,050,899	\$ 15,820,239	\$ 12,340,916	\$ 15,821,051	\$ 15,886,875
603	Expenses						
604	Labor and Benefits	\$ 942,642	\$ 1,450,241	\$ 1,154,546	\$ 1,192,199	\$ 1,154,546	\$ 1,662,241
605	Benefits	865,596	1,342,553	982,731	1,084,082	1,084,082	1,303,112
606	Full Time	61,073	101,167	122,592	99,495	48,601	278,119
607	Insurance	1,126	4,435	272	486	272	559
608	Other Compensation	10,972	2,026	13,951	497	13,951	80,451
609	Seasonal	3,875	60	35,000	7,639	7,640	-
610	Operating	\$ 3,657,315	\$ 12,785,916	\$ 15,546,347	\$ 11,939,551	\$ 15,546,347	\$ 13,940,995
611	Contract Services	520,671	675,208	732,767	567,393	727,813	694,189
612	Equipment	-	-	-	-	-	3,800
613	Charges and Fees	9,908	-	-	4,954	4,954	-
614	Insurance and Claims	3,106,556	12,112,641	14,780,075	11,385,590	14,780,075	13,212,486
615	Operating Supplies	18,269	(2,241)	26,789	(23,269)	26,789	24,750
616	Professional Development	1,911	308	6,716	4,883	6,716	5,770
617	Interfund Charges	\$ 20,958	\$ 18,538	\$ 8,700	\$ 7,735	\$ 8,700	\$ 28,377
618	Information Technology	20,958	18,538	8,700	7,735	8,700	28,377
619	Capital Outlay	\$ 187,214	\$ -	\$ -	\$ -	\$ -	\$ -
620	Facilities	187,214	-	-	-	-	-
621	Contingency and Reserves	\$ -	\$ -	\$ 2,482,491	\$ -	\$ 2,482,491	\$ 600,000
622	Budget Savings	-	-	1,527,888	-	1,527,888	-
623	Contingency	-	-	954,603	-	954,603	600,000
624	Total Insurance Fund Expenditures	\$ 4,808,128	\$ 14,254,695	\$ 19,192,084	\$ 13,139,485	\$ 19,192,084	\$ 16,231,613
625	Total Human Resources Expenditures	\$ 6,436,229	\$ 15,791,942	\$ 21,145,780	\$ 14,398,003	\$ 21,115,231	\$ 19,022,273
626	Parks and Recreation						
627	100 General Fund						
628	Revenue						
629	Licenses and Permits	\$ 2,000	\$ 2,045	\$ 1,800	\$ 1,500	\$ 1,800	\$ 1,600
630	Charges for Service	1,817,189	835,388	1,742,990	1,554,170	1,742,990	1,831,369
631	Intergovernmental	363,294	157,069	318,399	354,201	354,201	371,671
632	Other	62,623	14,883	26,425	139,243	139,243	24,875
633	Capital Proceeds	3,424	-	-	-	-	-
634	Total General Fund Revenues	\$ 2,248,530	\$ 1,009,385	\$ 2,089,614	\$ 2,049,115	\$ 2,238,234	\$ 2,229,515
635	Expenses						
636	Labor and Benefits	\$ 5,596,031	\$ 5,208,350	\$ 6,335,450	\$ 4,757,844	\$ 6,313,379	\$ 6,834,075
637	Full Time	2,883,450	2,711,881	3,019,430	2,254,050	2,955,536	3,442,319
638	Seasonal	1,282,660	1,166,957	1,641,118	1,221,033	1,611,118	1,622,772
639	Overtime	51,037	33,743	61,921	54,090	61,921	65,805
640	Benefits	1,176,012	1,121,650	1,426,173	968,837	1,426,173	1,454,652
641	Insurance	174,723	128,949	180,495	189,627	188,424	207,121
642	Other Compensation	28,149	45,170	6,313	70,207	70,207	41,406
643	Operating	\$ 2,009,337	\$ 1,579,890	\$ 1,918,108	\$ 1,702,140	\$ 1,926,480	\$ 2,453,085
644	Charges and Fees	7,533	7,155	6,395	3,420	6,395	6,675
645	Contract Services	253,735	224,005	255,386	278,689	311,462	548,784
646	Equipment	144,079	75,621	220,650	163,612	222,050	236,955

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
647	Grants and Contributions	125,062	3,833	112,000	10,227	12,250	145,680
648	Operating Supplies	320,592	195,093	236,350	180,989	236,477	241,816
649	Cost of Goods Sold	42,496	10,345	28,361	26,726	26,726	29,779
650	Professional Development	28,488	14,594	38,867	18,284	38,867	39,489
651	Insurance and Claims	5,655	-	5,500	-	5,500	5,700
652	Repairs	101,060	44,085	68,790	70,297	70,297	74,588
653	Utilities	649,851	748,193	699,750	698,181	699,750	737,078
654	System Maintenance	294,868	235,165	211,946	224,665	262,592	351,773
655	Uniforms and Gear	24,939	14,636	23,279	17,740	23,279	24,374
656	Equipment Maintenance	10,979	7,165	10,834	9,308	10,834	10,394
657	Interfund Charges	\$ 1,712,951	\$ 1,723,766	\$ 1,758,852	\$ 1,338,108	\$ 1,758,852	\$ 2,106,977
658	Facility	430,403	417,676	481,946	361,460	481,946	533,788
659	Information Technology	459,576	469,651	496,150	375,690	496,150	636,305
660	Liability Insurance	42,531	55,239	102,665	76,999	102,665	107,796
661	Medical Programs	52,164	-	-	-	-	-
662	Fleet	613,946	690,175	583,635	437,726	583,635	744,806
663	Fuel Charges	90,461	66,509	69,939	67,845	69,939	84,282
664	Departmental Services	23,870	24,516	24,517	18,388	24,517	-
665	Capital Outlay	\$ 14,000	\$ 51,348	\$ -	\$ -	\$ -	\$ 28,000
666	Capital Equipment	-	51,348	-	-	-	28,000
667	Facilities	14,000	-	-	-	-	-
668	Total General Fund Expenditures	\$ 9,332,320	\$ 8,563,354	\$ 10,012,410	\$ 7,798,092	\$ 9,998,711	\$ 11,422,137
669	201 Sales Tax CIP Fund						
670	Revenue						
671	Intergovernmental	\$ 226,857	\$ 56,250	\$ 2,150,000	\$ -	\$ 600,000	\$ -
672	Other	-	135,000	-	-	2,300,000	150,000
673	Total Sales Tax CIP Fund Revenues	\$ 226,857	\$ 191,250	\$ 2,150,000	\$ -	\$ 2,900,000	\$ 150,000
674	Expenses						
675	Operating	\$ 120,053	\$ 433,154	\$ 50,000	\$ 26,204	\$ 70,335	\$ 100,000
676	Contract Services	-	94,667	50,000	26,204	70,335	100,000
677	Equipment	-	29,345	-	-	-	-
678	Repairs	120,053	309,143	-	-	-	-
679	Capital Outlay	\$ 1,557,896	\$ 1,443,717	\$ 10,871,374	\$ 835,461	\$ 15,941,039	\$ 4,109,200
680	Facilities	72,187	427,567	26,000	10,514	5,665	-
681	Land	12,132	130,981	-	-	-	-
682	Parks	1,473,577	885,169	10,845,374	824,947	15,935,374	4,109,200
683	Total Sales Tax CIP Fund Expenditures	\$ 1,677,948	\$ 1,876,872	\$ 10,921,374	\$ 861,665	\$ 16,011,374	\$ 4,209,200
684	Total Parks and Recreation Expenditures	\$ 11,010,268	\$ 10,440,225	\$ 20,933,784	\$ 8,659,757	\$ 26,010,085	\$ 15,631,337
685	Police						
686	100 General Fund						
687	Revenue						
688	Licenses and Permits	\$ 728	\$ 1,125	\$ 1,500	\$ 525	\$ 1,500	\$ 1,500
689	Charges for Service	525,858	637,226	656,450	657,225	756,450	876,538
690	Intergovernmental	835,569	838,166	891,479	302,062	891,479	891,114
691	Fines and Forfeitures	86,205	23,085	34,000	5,050	34,000	32,000
692	Other	3,817	-	9,600	900	9,600	100
693	Capital Proceeds	6,030	6,500	-	-	-	-
694	Total General Fund Revenues	\$ 1,458,207	\$ 1,506,102	\$ 1,593,029	\$ 965,762	\$ 1,693,029	\$ 1,801,252
695	Expenses						
696	Labor and Benefits	\$ 15,862,628	\$ 17,038,664	\$ 17,807,492	\$ 14,350,947	\$ 17,702,317	\$ 19,441,314
697	Full Time	10,679,072	11,586,244	12,038,279	9,375,457	11,756,514	12,956,293
698	Seasonal	33,196	34,430	46,140	45,718	46,140	47,295
699	Overtime	1,330,494	1,147,806	989,386	1,152,212	1,152,212	1,365,077
700	Benefits	3,444,001	3,716,999	4,298,266	3,220,885	4,134,705	4,378,573
701	Insurance	296,332	296,579	429,862	373,791	429,862	625,073
702	Other Compensation	79,533	256,606	5,559	182,884	182,884	69,003
703	Operating	\$ 2,369,370	\$ 2,195,084	\$ 1,532,297	\$ 1,804,579	\$ 1,940,765	\$ 2,577,435
704	Charges and Fees	819	1,214	500	1,011	1,011	525
705	Contract Services	690,152	637,182	438,455	491,457	527,394	1,046,920

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706	Equipment	747,505	722,755	197,413	592,646	592,646	554,407
707	Grants and Contributions	6,848	12,568	15,348	1,653	15,348	17,575
708	Operating Supplies	310,423	257,371	207,316	179,747	187,316	230,826
709	Professional Development	338,244	315,906	402,694	330,648	346,348	410,865
710	Repairs	34,591	28,034	18,192	(5,423)	18,192	21,616
711	Rent	89,207	92,878	90,188	90,233	90,233	90,188
712	Equipment Maintenance	4,651	55	2,550	163	2,550	2,550
713	Fuel	-	-	-	86	86	-
714	Uniforms and Gear	146,930	127,121	159,641	122,357	159,641	201,963
715	Interfund Charges	\$ 5,861,400	\$ 6,330,373	\$ 5,925,318	\$ 4,570,754	\$ 5,925,318	\$ 6,788,869
716	Facility	443,683	467,418	407,062	305,296	407,062	512,795
717	Information Technology	1,994,279	2,213,717	2,176,437	1,710,896	2,176,437	2,415,708
718	Liability Insurance	200,067	259,834	271,251	203,438	271,251	305,157
719	Medical Programs	143,711	-	-	-	-	-
720	Fleet	564,246	732,312	644,202	483,822	644,202	925,567
721	Fuel Charges	156,676	130,384	120,287	137,742	120,287	153,045
722	Comm Center	2,358,738	2,526,708	2,306,079	1,729,559	2,306,079	2,476,597
723	Capital Outlay	\$ 34,082	\$ 186,244	\$ -	\$ 28,381	\$ 28,381	\$ 204,000
724	Capital Equipment	22,765	134,582	-	28,381	28,381	160,000
725	Facilities	11,317	51,662	-	-	-	44,000
726	Total General Fund Expenditures	\$ 24,127,480	\$ 25,750,365	\$ 25,265,107	\$ 20,754,660	\$ 25,596,781	\$ 29,011,618
727	107 First Responder Tax Fund						
728	Expenses						
729	Labor and Benefits	\$ -	\$ 254,463	\$ 1,649,159	\$ 254,175	\$ 1,649,159	\$ 1,868,650
730	Full Time	-	213,312	1,168,295	207,514	1,166,180	1,306,423
731	Overtime	-	1,375	-	2,115	2,115	-
732	Benefits	-	38,561	442,335	41,997	442,335	480,155
733	Insurance	-	886	38,078	2,185	38,078	49,621
734	Other Compensation	-	329	451	364	451	32,451
735	Operating	\$ -	\$ 52,710	\$ 65,701	\$ -	\$ 65,701	\$ 89,246
736	Equipment	-	52,710	65,701	-	65,701	19,704
737	Operating Supplies	-	-	-	-	-	18,960
738	Professional Development	-	-	-	-	-	29,000
739	Uniforms and Gear	-	-	-	-	-	21,582
740	Interfund Charges	\$ -	\$ 1,008	\$ -	\$ 3,789	\$ -	\$ 240,662
741	Information Technology	-	1,008	-	3,789	-	68,937
742	Fleet	-	-	-	-	-	129,850
743	Fuel Charges	-	-	-	-	-	41,875
744	Capital Outlay	\$ -	\$ 552,614	\$ -	\$ (3,386)	\$ -	\$ 180,900
745	Capital Equipment	-	552,614	-	(3,386)	-	180,900
746	Total First Responder Tax Fund Expenditures	\$ -	\$ 860,795	\$ 1,714,860	\$ 254,578	\$ 1,714,860	\$ 2,379,458
747	201 Sales Tax CIP Fund						
748	Revenue						
749	Intergovernmental	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
750	Total Sales Tax CIP Fund Revenues	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
751	Expenses						
752	Capital Outlay	\$ -	\$ 65,902	\$ 400,000	\$ 555,040	\$ 1,000,000	\$ -
753	Facilities	-	65,902	400,000	555,040	1,000,000	-
754	Total Sales Tax CIP Fund Expenditures	\$ -	\$ 65,902	\$ 400,000	\$ 555,040	\$ 1,000,000	\$ -
755	308 Parking Authority Fund						
756	Expenses						
757	Labor and Benefits	\$ 60,968	\$ 87,675	\$ 120,114	\$ 41,741	\$ 120,114	\$ 105,081
758	Full Time	14,384	44,481	85,050	33,567	84,597	82,577
759	Seasonal	37,973	22,765	-	-	-	-
760	Overtime	772	-	-	453	453	-
761	Benefits	7,706	18,845	31,728	6,337	31,728	18,250
762	Insurance	133	1,584	3,336	1,384	3,336	4,254
763	Interfund Charges	\$ 5,484	\$ 8,359	\$ 7,922	\$ 7,194	\$ 7,922	\$ 30,467
764	Information Technology	597	3,120	3,120	3,593	3,593	23,934

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765	Fleet	4,887	5,239	4,802	3,601	4,329	6,533
766	Total Parking Authority Fund Expenditures	\$ 66,452	\$ 96,034	\$ 128,036	\$ 48,935	\$ 128,036	\$ 135,548
767	405 Comm Center Fund						
768	Revenue						
769	Charges for Service	\$ 1,957,764	\$ 2,101,375	\$ 2,002,743	\$ 1,685,685	\$ 2,070,443	\$ 2,236,715
770	Intergovernmental	57,275	14,703	35,000	65,898	65,898	35,000
771	Fines and Forfeitures	2,552	-	-	-	-	-
772	Interfund Revenue	2,819,063	3,034,656	2,803,531	2,102,648	2,803,531	3,032,115
773	Interest	-	10,891	4,166	-	4,166	4,166
774	Other	2,409	40,611	2,799	75,710	93,399	93,400
775	Transfers in	2,100,190	2,353,445	2,311,488	886,994	2,138,982	2,081,222
776	Total Comm Center Fund Revenues	\$ 6,939,253	\$ 7,555,681	\$ 7,159,727	\$ 4,816,935	\$ 7,176,419	\$ 7,482,618
777	Expenses						
778	Labor and Benefits	\$ 4,250,029	\$ 4,461,408	\$ 4,946,386	\$ 3,623,681	\$ 4,946,386	\$ 5,359,171
779	Full Time	2,626,953	2,776,336	3,232,842	2,288,210	3,232,842	3,420,632
780	Seasonal	11,355	3,299	-	-	-	-
781	Overtime	646,577	644,719	474,674	463,810	474,674	717,017
782	Benefits	921,538	957,728	1,232,535	834,962	1,200,654	1,213,216
783	Insurance	18,858	44,208	6,335	4,818	6,335	8,306
784	Other Compensation	24,748	35,118	-	31,881	31,881	-
785	Operating	\$ 440,062	\$ 707,520	\$ 513,393	\$ 301,575	\$ 513,393	\$ 474,562
786	Contract Services	58,634	62,187	65,961	75,388	93,911	98,229
787	Equipment	128,746	441,900	71,825	34,228	71,825	75,293
788	Grants and Contributions	1,526	121	31,150	497	3,200	1,470
789	Operating Supplies	37,340	39,907	31,975	19,657	31,975	33,574
790	Professional Development	101,181	44,166	94,400	49,050	94,400	99,762
791	Repairs	9,777	5,527	26,159	12,706	26,159	27,467
792	Utilities	70,118	74,127	164,303	82,421	164,303	92,567
793	Rent	31,649	39,585	27,620	27,628	27,620	46,200
794	Uniforms and Gear	1,091	-	-	-	-	-
795	Interfund Charges	\$ 1,777,173	\$ 1,629,729	\$ 1,482,181	\$ 1,379,115	\$ 1,482,181	\$ 1,496,499
796	Administrative Overhead	332,503	344,109	350,130	262,598	350,130	356,168
797	Facility	57,418	60,316	40,529	30,397	40,529	27,096
798	Information Technology	1,294,550	1,156,854	1,041,565	1,049,495	1,049,495	1,050,773
799	Liability Insurance	6,323	8,212	8,356	6,267	8,356	8,773
800	Medical Programs	38,323	-	-	-	-	-
801	Fleet	44,060	59,050	38,710	29,032	30,780	51,804
802	Fuel Charges	3,996	1,188	2,891	1,326	2,891	1,885
803	Capital Outlay	\$ 421,864	\$ 168,355	\$ 680,000	\$ 209,352	\$ 768,494	\$ 690,000
804	Communication Systems	421,864	168,355	680,000	209,352	768,494	690,000
805	Total Comm Center Fund Expenditures	\$ 6,889,128	\$ 6,967,013	\$ 7,621,960	\$ 5,513,723	\$ 7,710,454	\$ 8,020,232
806	Total Police Expenditures	\$ 31,083,060	\$ 33,740,109	\$ 35,129,963	\$ 27,126,936	\$ 36,150,131	\$ 39,546,856
807	Public Works						
808	100 General Fund						
809	Revenue						
810	Licenses and Permits	\$ 23,512	\$ 21,001	\$ 20,000	\$ 18,240	\$ 20,000	\$ 20,000
811	Charges for Service	821,268	577,558	488,156	390,863	488,156	529,698
812	Total General Fund Revenues	\$ 844,780	\$ 598,559	\$ 508,156	\$ 409,103	\$ 508,156	\$ 549,698
813	Expenses						
814	Labor and Benefits	\$ 4,137,995	\$ 4,043,970	\$ 4,915,331	\$ 3,194,657	\$ 4,890,736	\$ 5,040,374
815	Full Time	2,756,948	2,765,413	3,268,519	2,197,025	3,243,419	3,336,597
816	Seasonal	218,619	154,336	218,068	70,604	218,068	253,461
817	Overtime	82,750	67,835	76,024	56,584	76,024	88,171
818	Benefits	918,942	894,537	1,229,957	741,764	1,198,197	1,195,490
819	Insurance	134,580	102,518	111,283	85,440	111,788	143,208
820	Other Compensation	26,156	59,331	11,480	43,240	43,240	23,447
821	Operating	\$ 2,565,502	\$ 2,570,266	\$ 2,596,516	\$ 2,225,624	\$ 2,621,616	\$ 3,193,591
822	Charges and Fees	85,781	92,420	94,392	89,649	94,392	101,912
823	Contract Services	322,798	468,035	501,329	445,532	501,329	844,064

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Line Item Ref #	By Department, By Fund, By Account Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
824	Equipment	28,318	13,152	53,382	50,260	78,482	66,308
825	Operating Supplies	43,789	32,787	42,014	39,712	42,014	49,896
826	Cost of Goods Sold	44	-	-	-	-	-
827	Professional Development	37,383	7,515	34,566	13,190	34,566	60,183
828	Insurance and Claims	-	1,153	-	-	-	-
829	Repairs	230,426	193,423	170,443	205,226	205,226	197,818
830	Utilities	1,454,651	1,516,507	1,441,758	1,176,801	1,441,758	1,583,848
831	Rent	57,510	33,180	34,000	36,865	36,865	35,700
832	System Maintenance	297,963	209,779	218,791	164,123	181,143	246,615
833	Uniforms and Gear	5,467	1,868	5,203	3,744	5,203	6,577
834	Equipment Maintenance	1,372	447	638	522	638	670
835	Interfund Charges	\$ 1,766,549	\$ 1,895,454	\$ 1,982,348	\$ 1,499,344	\$ 1,982,348	\$ 2,413,157
836	Facility	98,261	123,275	121,172	90,879	121,172	134,738
837	Information Technology	489,620	465,410	532,221	400,130	532,221	581,724
838	Liability Insurance	64,932	84,330	206,343	154,757	206,343	278,562
839	Medical Programs	46,841	-	-	-	-	-
840	Fleet	910,474	1,094,819	975,529	731,647	975,529	1,238,730
841	Fuel Charges	140,827	119,070	124,133	106,546	124,133	156,453
842	Utility Services	15,594	8,550	22,950	15,384	22,950	22,950
843	Total General Fund Expenditures	\$ 8,470,046	\$ 8,509,690	\$ 9,494,195	\$ 6,919,624	\$ 9,494,700	\$ 10,647,122
844	201 Sales Tax CIP Fund						
845	Revenue						
846	Charges for Service	\$ 156,685	\$ 146,808	\$ 135,000	\$ 124,990	\$ 135,000	\$ 85,000
847	Intergovernmental	6,710,406	1,601,761	208,679	58,679	158,679	1,908,679
848	Other	288,425	4,599,039	20,000	1,287	20,000	280,000
849	Total Sales Tax CIP Fund Revenues	\$ 7,155,516	\$ 6,347,608	\$ 363,679	\$ 184,956	\$ 313,679	\$ 2,273,679
850	Expenses						
851	Labor and Benefits	\$ -	\$ -	\$ -	\$ 1,218	\$ -	\$ -
852	Full Time	-	-	-	951	-	-
853	Benefits	-	-	-	263	-	-
854	Insurance	-	-	-	4	-	-
855	Operating	\$ 1,708,703	\$ 1,253,295	\$ -	\$ 659,313	\$ -	\$ -
856	Contract Services	124,423	40,004	-	22,295	-	-
857	Equipment	-	82,705	-	-	-	-
858	Grants and Contributions	1,000	-	-	-	-	-
859	Operating Supplies	-	123,697	-	25	-	-
860	Repairs	857,726	353,958	-	-	-	-
861	Rent	33,030	22,841	-	14,378	-	-
862	System Maintenance	692,524	630,090	-	622,614	-	-
863	Capital Outlay	\$ 13,059,394	\$ 10,341,475	\$ 11,066,118	\$ 6,275,588	\$ 12,325,390	\$ 11,320,778
864	Facilities	-	39,381	-	-	-	-
865	Land	6,128,395	5,779,152	4,342,118	4,098,266	6,074,703	-
866	Other Projects	125,187	23,692	100,000	76,174	100,000	675,000
867	Street Infrastructure	4,596,351	4,181,734	6,624,000	2,094,615	5,394,000	8,745,778
868	Utility Systems	-	-	-	28	-	-
869	Parks	2,209,461	317,516	-	6,505	756,687	1,900,000
870	Total Sales Tax CIP Fund Expenditures	\$ 14,768,096	\$ 11,594,771	\$ 11,066,118	\$ 6,936,119	\$ 12,325,390	\$ 11,320,778
871	202 Storm Drainage Fund						
872	Revenue						
873	Charges for Service	\$ 39,731	\$ 19,982	\$ 10,000	\$ 12,882	\$ 12,882	\$ 15,000
874	Transfers In	54,440	-	510,000	180,082	510,000	500,000
875	Total Storm Drainage Fund Revenues	\$ 94,171	\$ 19,982	\$ 520,000	\$ 192,964	\$ 522,882	\$ 515,000
876	Expenses						
877	Labor and Benefits	\$ -	\$ -	\$ -	\$ 137	\$ 1	\$ -
878	Full Time	-	-	-	106	-	-
879	Benefits	-	-	-	31	-	-
880	Operating	\$ 25,227	\$ -	\$ -	\$ 29	\$ -	\$ -
881	Equipment	23,007	-	-	-	-	-
882	Operating Supplies	-	-	-	29	-	-

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883	System Maintenance	2,220	-	-	-	-	-
884	Capital Outlay	\$ 65,000	\$ 5,000	\$ 540,000	\$ 442,663	\$ 540,000	\$ 530,000
885	Utility Systems	65,000	5,000	540,000	442,663	540,000	530,000
886	Total Storm Drainage Fund Expenditures	\$ 90,227	\$ 5,000	\$ 540,000	\$ 442,829	\$ 540,001	\$ 530,000
887	207 Transportation Capacity Fund						
888	Revenue						
889	Charges for Service	\$ 1,649,767	\$ 2,426,485	\$ 2,300,000	\$ 3,229,072	\$ 3,229,072	\$ 2,700,000
890	Capital Proceeds	-	50,277,796	-	-	-	-
891	Interest	-	238,193	55,370	-	55,370	55,370
892	Intergovernmental	-	-	510,000	-	360,000	-
893	Other	24,457	-	-	-	-	150,000
894	Total Transportation Capacity Fund Revenues	\$ 1,674,224	\$ 52,942,474	\$ 2,865,370	\$ 3,229,072	\$ 3,644,442	\$ 2,905,370
895	Expenses						
896	Operating	\$ 182,962	\$ 477,847	\$ -	\$ 1,268	\$ -	\$ -
897	Charges and Fees	-	272,405	-	-	-	-
898	Contract Services	182,962	205,442	-	1,268	-	-
899	Capital Outlay	\$ 810,201	\$ 884,177	\$ 19,922,000	\$ 2,794,344	\$ 9,132,995	\$ 27,738,000
900	Street Infrastructure	810,201	884,177	19,922,000	2,794,344	9,132,995	27,738,000
901	Total Transportation Capacity Fund Expenditures	\$ 993,163	\$ 1,362,024	\$ 19,922,000	\$ 2,795,613	\$ 9,132,995	\$ 27,738,000
902	301 Water Fund						
903	Expenses						
904	Labor and Benefits	\$ 175,524	\$ 133,835	\$ 67,447	\$ 82,668	\$ 67,446	\$ 180,406
905	Full Time	109,160	97,249	53,879	61,938	53,879	121,811
906	Seasonal	27,016	4,354	-	-	-	20,801
907	Overtime	1,769	-	-	-	-	-
908	Benefits	36,465	30,150	13,020	19,356	13,020	36,620
909	Insurance	982	1,089	322	232	322	600
910	Other Compensation	132	993	226	1,142	226	574
911	Operating	\$ 7,033	\$ 17,206	\$ -	\$ -	\$ -	\$ -
912	Contract Services	223	-	-	-	-	-
913	Equipment	-	87	-	-	-	-
914	Operating Supplies	6,810	3,493	-	-	-	-
915	Repairs	-	13,626	-	-	-	-
916	Capital Outlay	\$ 5,205,006	\$ 1,592,043	\$ -	\$ 19,431	\$ -	\$ -
917	Utility Systems	5,205,006	1,592,043	-	19,431	-	-
918	Total Water Fund Expenditures	\$ 5,387,563	\$ 1,743,084	\$ 67,447	\$ 102,099	\$ 67,446	\$ 180,406
919	900 Joint Sewer Operations Fund						
920	Revenue						
921	Other	\$ -	\$ 24,810	\$ -	\$ -	\$ -	\$ -
922	Total Joint Sewer Fund Revenues	\$ -	\$ 24,810	\$ -	\$ -	\$ -	\$ -
923	Expenses						
924	Labor and Benefits	\$ 123,706	\$ 104,922	\$ 136,129	\$ 97,611	\$ 136,129	\$ 251,110
925	Full Time	96,762	79,511	88,377	76,479	88,377	182,014
926	Seasonal	2,994	4,559	23,008	-	23,008	20,801
927	Overtime	-	-	-	-	-	5,127
928	Benefits	22,795	19,057	23,313	19,525	23,313	40,651
929	Insurance	942	577	981	284	981	1,505
930	Other Compensation	213	1,218	450	1,324	450	1,012
931	Operating	\$ 69,554	\$ 18,275	\$ -	\$ 1,938	\$ -	\$ -
932	Contract Services	61,121	2,827	-	1,938	-	-
933	Operating Supplies	-	(3,312)	-	-	-	-
934	Repairs	8,434	18,760	-	-	-	-
935	Capital Outlay	\$ 2,480,871	\$ 1,595,056	\$ -	\$ -	\$ -	\$ -
936	Utility Systems	2,480,871	1,595,056	-	-	-	-
937	Total Joint Sewer Fund Expenditures	\$ 2,674,131	\$ 1,718,253	\$ 136,129	\$ 99,550	\$ 136,129	\$ 251,110
938	Total Public Works Expenditures	\$ 32,383,226	\$ 24,932,822	\$ 41,225,889	\$ 17,295,834	\$ 31,696,661	\$ 50,667,416
939	Utilities						
940	301 Water Fund						
941	Revenue						
942	Charges for Service	\$ 7,614,415	\$ 8,389,811	\$ 8,361,870	\$ 6,886,292	\$ 8,397,870	\$ 8,692,280

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943	Intergovernmental	126,082	114,439	232,000	172,542	242,500	37,500
944	Interfund Revenue	861,017	784,527	698,413	626,638	790,413	838,479
945	Interest	143,621	72,032	25,563	1,022	34,800	34,800
946	Other	49,394	50,718	54,936	32,227	54,936	58,512
947	Capital Proceeds	105,368	215,340	10,122,000	356,502	3,716,000	10,714,000
948	Transfers In	466,933	541,345	1,020,000	508,670	1,020,000	-
949	Total Water Fund Revenues	\$ 9,366,830	\$ 10,168,212	\$ 20,514,782	\$ 8,583,892	\$ 14,256,519	\$ 20,375,571
950	Expenses						
951	Labor and Benefits	\$ 2,748,011	\$ 2,988,521	\$ 3,241,888	\$ 2,517,952	\$ 3,243,089	\$ 3,448,206
952	Full Time	1,823,399	2,019,569	2,106,440	1,678,460	2,106,440	2,303,902
953	Seasonal	21,995	16,158	53,342	-	53,342	-
954	Overtime	101,707	101,933	102,426	79,424	102,426	119,235
955	Benefits	730,205	764,937	880,624	677,178	880,624	921,342
956	Insurance	52,543	57,732	78,789	63,048	79,990	96,690
957	Other Compensation	18,162	28,192	20,267	19,842	20,267	7,037
958	Operating	\$ 996,414	\$ 1,063,713	\$ 1,315,065	\$ 775,487	\$ 1,275,065	\$ 1,318,557
959	Charges and Fees	2,240	-	10,410	350	10,410	10,449
960	Contract Services	254,306	256,434	455,600	209,763	455,600	229,337
961	Equipment	36,373	72,705	87,315	59,313	87,315	98,700
962	Grants and Contributions	8,105	17,421	20,650	3,333	20,650	22,650
963	Operating Supplies	261,605	276,416	255,430	203,681	255,430	320,515
964	Professional Development	30,606	17,591	45,038	14,692	45,038	47,752
965	Repairs	99,877	110,700	72,878	40,725	70,820	74,124
966	Utilities	16,703	16,159	13,620	15,678	15,678	14,884
967	Rent	17,760	15,984	14,086	10,190	14,086	48,260
968	System Maintenance	265,703	277,094	336,996	216,621	296,996	447,500
969	Uniforms and Gear	3,136	3,209	3,042	1,142	3,042	4,386
970	Interfund Charges	\$ 1,460,032	\$ 1,490,635	\$ 1,522,224	\$ 1,163,971	\$ 1,522,224	\$ 1,656,926
971	Administrative Overhead	596,006	680,489	662,578	496,933	662,578	670,447
972	Facility	90,692	100,514	106,472	79,854	106,472	121,902
973	Information Technology	415,053	366,441	389,583	293,837	389,583	427,522
974	Liability Insurance	69,088	89,727	91,118	68,339	91,118	95,673
975	Medical Programs	33,000	-	-	-	-	-
976	Fleet	200,008	209,874	224,266	168,200	224,266	276,447
977	Fuel Charges	56,185	43,590	48,207	56,808	48,207	64,935
978	Capital Outlay	\$ 642,679	\$ 2,313,561	\$ 13,898,000	\$ 3,033,532	\$ 7,598,000	\$ 15,430,000
979	Capital Equipment	-	57,549	-	9,988	-	31,000
980	Utility Systems	642,679	2,256,012	13,898,000	3,023,544	7,598,000	15,399,000
981	Debt Service	\$ 635,137	\$ 637,313	\$ 635,255	\$ 635,254	\$ 635,255	\$ 1,002,306
982	Interest Expense	140,159	128,738	105,068	114,521	114,521	126,689
983	Principal	494,978	508,575	530,187	520,733	520,734	875,617
984	Total Water Fund Expenditures	\$ 6,482,273	\$ 8,493,743	\$ 20,612,432	\$ 8,126,197	\$ 14,273,633	\$ 22,855,995
985	309 Ridges Irrigation Fund						
986	Revenue						
987	Charges for Service	\$ 288,805	\$ 309,307	\$ 314,150	\$ 274,108	\$ 314,150	\$ 336,142
988	Interest	2,689	1,106	414	-	414	414
989	Capital Proceeds	4,274	1,560	-	2,340	2,340	176,500
990	Total Ridges Irrigation Fund Revenues	\$ 295,768	\$ 311,973	\$ 314,564	\$ 276,448	\$ 316,904	\$ 513,056
991	Expenses						
992	Labor and Benefits	\$ 115,050	\$ 123,295	\$ 123,382	\$ 96,333	\$ 123,382	\$ 127,553
993	Full Time	80,128	84,415	85,949	65,774	85,949	89,904
994	Overtime	1,747	2,056	-	2,532	-	-
995	Benefits	30,129	29,523	33,571	25,157	33,571	33,086
996	Insurance	2,809	6,987	3,340	2,696	3,340	4,034
997	Other Compensation	238	314	522	174	522	529
998	Operating	\$ 22,950	\$ 36,128	\$ 32,963	\$ 31,857	\$ 32,963	\$ 23,826
999	Contract Services	4,421	1,925	6,420	1,969	6,420	1,500
1000	Equipment	-	-	-	-	-	2,500
1001	Operating Supplies	1,222	1,039	918	382	918	1,000

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1002	Repairs	13,406	29,471	21,089	27,156	21,089	13,300
1003	Utilities	685	695	597	564	597	626
1004	System Maintenance	3,216	2,998	3,740	1,785	3,740	4,700
1005	Equipment Maintenance	-	-	199	-	199	200
1006	Interfund Charges	\$ 190,452	\$ 147,160	\$ 147,390	\$ 110,131	\$ 147,390	\$ 171,483
1007	Administrative Overhead	20,980	22,778	23,592	17,694	23,592	24,887
1008	Facility	101,651	106,782	106,069	79,552	106,069	127,965
1009	Liability Insurance	839	1,090	1,109	832	1,109	1,164
1010	Fleet	4,539	4,583	4,663	3,497	4,663	3,960
1011	Fuel Charges	2,890	1,909	1,888	1,005	1,888	2,735
1012	Utility Services	59,553	10,018	10,069	7,552	10,069	10,772
1013	Capital Outlay	\$ -	\$ 27,862	\$ 30,000	\$ 7,219	\$ 30,000	\$ 205,000
1014	Utility Systems	-	27,862	30,000	7,219	30,000	205,000
1015	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,193
1016	Interest Expense	-	-	-	-	-	2,625
1017	Principal	-	-	-	-	-	7,568
1018	Total Ridges Irrigation Fund Expenditures	\$ 328,452	\$ 334,445	\$ 333,735	\$ 245,540	\$ 333,735	\$ 538,055
1019	900 Joint Sewer Fund						
1020	Revenue						
1021	Charges for Service	\$ 13,622,174	\$ 14,406,309	\$ 14,311,493	\$ 11,497,427	\$ 14,987,979	\$ 15,243,668
1022	Intergovernmental	14,902	540,000	-	293,899	293,899	-
1023	Fines and Forfeitures	9,864	1,250	1,000	-	1,000	1,000
1024	Interfund Revenue	143,997	137,976	162,106	14,007	162,106	174,154
1025	Interest	575,581	435,459	190,839	-	271,700	271,700
1026	Other	16,435	2,049	33,750	28,122	33,750	-
1027	Capital Proceeds	2,615,535	3,932,766	3,293,550	4,603,416	4,603,416	3,392,350
1028	Total Joint Sewer Fund Revenues	\$ 16,998,488	\$ 19,455,809	\$ 17,992,738	\$ 16,436,870	\$ 20,353,850	\$ 19,082,872
1029	Expenses						
1030	Labor and Benefits	\$ 3,399,896	\$ 3,539,319	\$ 3,789,570	\$ 2,880,715	\$ 3,789,570	\$ 4,045,820
1031	Full Time	2,414,486	2,512,956	2,627,828	2,030,923	2,627,828	2,844,159
1032	Seasonal	6,380	34,641	31,924	3,045	31,924	29,690
1033	Overtime	42,043	45,654	63,704	34,385	63,704	73,273
1034	Benefits	828,200	867,053	995,918	737,009	976,216	1,016,605
1035	Insurance	95,259	57,082	63,914	49,369	63,914	76,735
1036	Other Compensation	13,528	21,933	6,282	25,984	25,984	5,358
1037	Operating	\$ 1,516,590	\$ 1,927,457	\$ 1,604,770	\$ 1,066,786	\$ 1,677,930	\$ 1,627,912
1038	Charges and Fees	319,534	320,890	422,140	275,859	422,140	370,550
1039	Contract Services	314,158	570,337	79,621	82,679	244,281	79,193
1040	Equipment	4,932	162,692	140,071	30,857	48,571	153,718
1041	Grants and Contributions	1,790	1,972	3,883	354	3,883	3,900
1042	Operating Supplies	68,842	95,363	83,682	49,866	83,682	94,491
1043	Professional Development	31,489	19,492	45,129	18,579	45,129	59,010
1044	Repairs	470,314	546,526	575,919	392,979	575,919	432,340
1045	Utilities	10,857	16,523	18,710	12,383	18,710	18,680
1046	System Maintenance	287,092	184,008	218,278	198,079	218,278	408,330
1047	Uniforms and Gear	6,409	7,496	7,352	2,934	7,352	7,700
1048	Equipment Maintenance	1,173	2,158	9,985	2,217	9,985	-
1049	Interfund Charges	\$ 2,587,567	\$ 2,529,437	\$ 2,385,757	\$ 1,903,668	\$ 2,385,757	\$ 2,710,858
1050	Administrative Overhead	667,000	692,346	713,809	535,357	713,809	746,644
1051	Facility	621,245	576,274	555,115	416,336	555,115	568,381
1052	Information Technology	284,914	257,572	300,414	231,122	300,414	357,473
1053	Liability Insurance	86,094	111,814	80,047	60,035	80,047	84,049
1054	Medical Programs	36,195	-	-	-	-	-
1055	Fleet	280,042	312,295	245,974	184,481	245,974	330,560
1056	Fuel Charges	42,699	37,437	38,244	34,393	38,244	44,575
1057	Utility Services	569,378	541,699	452,154	441,944	452,154	579,176
1058	Capital Outlay	\$ 3,855,578	\$ 1,438,895	\$ 16,945,000	\$ 2,708,495	\$ 10,252,179	\$ 22,839,500
1059	Capital Equipment	-	49,450	5,000	3,770	5,000	67,500
1060	Utility Systems	3,855,578	1,389,445	16,940,000	2,704,725	10,247,179	22,772,000

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1061	Debt Service	\$ 1,684,398	\$ 596,884	\$ 597,802	\$ 597,802	\$ 597,802	\$ 595,749
1062	Interest Expense	194,398	131,884	117,802	117,802	117,802	75,749
1063	Principal	1,490,000	465,000	480,000	480,000	480,000	520,000
1064	Total Joint Sewer Fund Expenditures	\$ 13,044,029	\$ 10,031,992	\$ 25,322,899	\$ 9,157,466	\$ 18,703,238	\$ 31,819,839
1065	Total Utilities Expenditures	\$ 19,854,754	\$ 18,860,180	\$ 46,269,066	\$ 17,529,202	\$ 33,310,606	\$ 55,213,889
1066	Visit Grand Junction						
1067	102 Visit Grand Junction						
1068	Revenue						
1069	Taxes	\$ 2,662,952	\$ 1,840,178	\$ 2,330,038	\$ 2,012,999	\$ 2,631,277	\$ 2,999,998
1070	Charges for Service	9,104	5,986	5,000	5,820	5,820	6,000
1071	Intergovernmental	50,000	-	-	-	-	-
1072	Interest	15,275	10,161	3,211	-	3,211	3,211
1073	Transfers In	653,186	484,305	542,812	552,238	733,333	776,758
1074	Total Visit Grand Junction Fund Revenues	\$ 3,390,517	\$ 2,340,630	\$ 2,881,061	\$ 2,571,057	\$ 3,373,641	\$ 3,785,967
1075	Expenses						
1076	Labor and Benefits	\$ 580,524	\$ 450,555	\$ 700,548	\$ 213,506	\$ 294,202	\$ 949,837
1077	Full Time	406,360	332,693	491,776	149,190	205,431	681,252
1078	Seasonal	14,611	7,142	6,720	11,264	13,792	5,400
1079	Overtime	3,949	255	610	-	-	-
1080	Benefits	130,020	96,005	196,375	46,612	64,259	259,401
1081	Insurance	3,032	6,807	862	2,792	7,072	1,383
1082	Other Compensation	22,552	7,653	4,205	3,648	3,648	2,401
1083	Operating	\$ 2,036,498	\$ 1,436,193	\$ 2,377,340	\$ 778,053	\$ 1,785,477	\$ 3,781,237
1084	Contract Services	1,837,205	1,279,423	2,216,334	628,292	1,617,321	3,587,767
1085	Equipment	5,161	88,081	80,423	88,119	80,423	81,709
1086	Grants and Contributions	56,142	916	1,050	20	1,050	1,290
1087	Operating Supplies	70,963	39,853	22,873	38,988	46,373	45,247
1088	Professional Development	54,981	17,333	45,435	16,417	29,085	53,234
1089	Repairs	7,733	6,511	6,800	2,852	6,800	7,100
1090	Utilities	4,313	4,076	4,425	3,365	4,425	4,890
1091	Interfund Charges	\$ 319,067	\$ 149,469	\$ 176,346	\$ 142,486	\$ 172,476	\$ 197,981
1092	Administrative Overhead	82,420	56,398	65,739	62,509	65,739	90,576
1093	Facility	6,733	7,073	12,120	6,188	8,250	8,750
1094	Information Technology	215,763	73,722	91,306	68,479	91,306	90,889
1095	Liability Insurance	1,447	1,879	1,911	1,433	1,911	2,006
1096	Medical Programs	7,452	-	-	-	-	-
1097	Fleet	2,903	8,207	2,929	2,197	2,929	4,645
1098	Fuel Charges	330	116	267	126	267	1,115
1099	Departmental Services	2,019	2,074	2,074	1,555	2,074	-
1100	Contingency and Reserves	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 200,000
1101	Contingency	-	-	150,000	-	-	200,000
1102	Transfers Out	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ 200,000
1103	Total Visit Grand Junction Expenditures	\$ 3,136,089	\$ 2,036,217	\$ 3,604,234	\$ 1,134,045	\$ 2,452,155	\$ 5,329,055



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
1	100 General Fund						
2	Revenue						
3	Taxes	\$ 60,558,766	\$ 60,584,107	\$ 62,351,203	\$ 54,393,031	\$ 67,517,181	\$ 72,790,563
4	Licenses and Permits	187,252	171,504	163,617	151,370	163,617	188,150
5	Charges for Service	9,466,289	9,937,412	10,073,662	6,184,182	12,428,549	13,257,482
6	Intergovernmental	1,442,192	7,560,619	2,558,760	1,427,515	2,372,210	2,088,608
7	Fines and Forfeitures	380,197	292,965	312,600	220,922	312,600	306,500
8	Interfund Revenue	2,237,312	2,351,962	2,399,073	1,812,467	2,399,073	2,507,485
9	Interest	561,513	388,097	131,499	5,443	196,000	196,000
10	Other	66,439	16,183	36,525	172,664	66,525	25,475
11	Capital Proceeds	25,061	21,258	12,000	695,099	706,206	1,500
12	Transfers In	3,441,703	859,657	765,370	543,495	765,370	1,004,333
13	Total Fund 100 Revenues	\$ 78,366,726	\$ 82,183,764	\$ 78,804,309	\$ 65,606,188	\$ 86,927,331	\$ 92,366,096
14	Expenses						
15	Labor and Benefits	\$ 45,478,404	\$ 47,406,913	\$ 51,609,180	\$ 39,618,280	\$ 51,299,738	\$ 56,260,675
16	Operating	13,953,549	14,070,202	11,431,812	10,759,637	13,435,870	18,027,501
17	Interfund Charges	13,313,518	14,613,559	14,184,176	10,530,115	14,184,176	16,884,330
18	Capital Outlay	3,194,988	1,058,097	-	1,329,006	1,715,500	561,806
19	Contingency and Reserves	-	-	200,000	-	46,878	200,000
20	Transfers Out	3,908,932	493,832	2,500,000	266,828	8,036,552	-
21	Total Fund 100 Expenditures	\$ 79,849,390	\$ 77,642,603	\$ 79,925,168	\$ 62,503,865	\$ 88,718,714	\$ 91,934,312
22	101 Enhanced 911 Fund						
23	Revenue						
24	Charges for Service	\$ 2,385,834	\$ 2,431,984	\$ 2,487,700	\$ 1,917,291	\$ 2,900,000	\$ 2,900,000
25	Interest	77,168	42,032	21,350	-	19,400	19,400
26	Total Fund 101 Revenues	\$ 2,463,002	\$ 2,474,016	\$ 2,509,050	\$ 1,917,291	\$ 2,919,400	\$ 2,919,400
27	Expenses						
28	Transfers Out	\$ 2,600,190	\$ 2,853,445	\$ 2,811,488	\$ 1,136,994	\$ 2,638,982	\$ 2,581,222
29	Total Fund 101 Expenditures	\$ 2,600,190	\$ 2,853,445	\$ 2,811,488	\$ 1,136,994	\$ 2,638,982	\$ 2,581,222
30	102 Visit Grand Junction						
31	Revenue						
32	Taxes	\$ 2,662,952	\$ 1,840,178	\$ 2,330,038	\$ 2,012,999	\$ 2,631,277	\$ 2,999,998
33	Charges for Service	9,104	5,986	5,000	5,074	5,074	6,000
34	Intergovernmental	50,000	-	-	-	-	-
35	Interest	15,275	10,161	3,211	-	3,211	3,211
36	Transfers In	653,186	484,305	542,812	552,238	733,333	776,758
37	Total Fund 102 Revenues	\$ 3,390,517	\$ 2,340,630	\$ 2,881,061	\$ 2,570,311	\$ 3,372,895	\$ 3,785,967
38	Expenses						
39	Labor and Benefits	\$ 580,524	\$ 450,554	\$ 700,548	\$ 213,505	\$ 294,202	\$ 949,837
40	Operating	2,036,498	1,436,193	2,377,340	745,353	1,785,477	3,781,237
41	Interfund Charges	319,067	149,469	176,346	142,399	172,476	197,981
42	Contingency and Reserves	-	-	150,000	-	-	200,000
43	Transfers Out	200,000	-	200,000	-	200,000	200,000
44	Total Fund 102 Expenditures	\$ 3,136,089	\$ 2,036,217	\$ 3,604,234	\$ 1,101,257	\$ 2,452,155	\$ 5,329,055
45	104 CDBG Fund						
46	Revenue						
47	Intergovernmental	\$ 412,286	\$ 717,326	\$ 469,134	\$ 358,361	\$ 1,047,945	\$ 469,557
48	Total Fund 104 Revenues	\$ 412,286	\$ 717,326	\$ 469,134	\$ 358,361	\$ 1,047,945	\$ 469,557
49	Expenses						
50	Operating	\$ 173,280	\$ 326,035	\$ 278,760	\$ 424,342	\$ 857,571	\$ 289,198
51	Transfers Out	239,006	391,291	190,374	44,591	190,374	180,359
52	Total Fund 104 Expenditures	\$ 412,286	\$ 717,326	\$ 469,134	\$ 468,933	\$ 1,047,945	\$ 469,557
53	105 Parkland Expansion Fund						
54	Revenue						
55	Fines and Forfeitures	\$ 2,985	\$ 1,835	\$ 2,500	\$ 1,839	\$ 2,500	\$ 2,500
56	Interest	22,352	11,054	6,173	-	6,173	6,173
57	Other	590,621	388,764	550,000	635,642	732,489	950,000
58	Total Fund 105 Revenues	\$ 615,958	\$ 401,654	\$ 558,673	\$ 637,481	\$ 741,162	\$ 958,673
59	Expenses						



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
60	Transfers Out	\$ 730,153	\$ 838,477	\$ 609,792	\$ 154,896	\$ 449,792	\$ 1,464,792
61	Total Fund 105 Expenditures	\$ 730,153	\$ 838,477	\$ 609,792	\$ 154,896	\$ 449,792	\$ 1,464,792
62	106 Lodgers Tax Increase Fund						
63	Revenue						
64	Taxes	\$ 1,706,537	\$ 1,072,214	\$ 1,302,748	\$ 1,331,336	\$ 1,739,009	\$ 1,864,219
65	Total Fund 106 Revenues	\$ 1,706,537	\$ 1,072,214	\$ 1,302,748	\$ 1,331,336	\$ 1,739,009	\$ 1,864,219
66	Expenses						
67	Operating	\$ 914,460	\$ 705,812	\$ 759,936	\$ 773,134	\$ 1,026,666	\$ 1,087,461
68	Transfers Out	653,186	484,305	542,812	552,238	733,333	776,758
69	Total Fund 106 Expenditures	\$ 1,567,646	\$ 1,190,117	\$ 1,302,748	\$ 1,325,372	\$ 1,759,999	\$ 1,864,219
70	107 First Responder Tax Fund						
71	Revenue						
72	Taxes	\$ -	\$ 7,927,408	\$ 9,484,468	\$ 8,066,345	\$ 10,359,520	\$ 11,192,539
73	Intergovernmental	-	-	-	-	-	1,750,804
74	Total Fund 107 Revenues	\$ -	\$ 7,927,408	\$ 9,484,468	\$ 8,066,345	\$ 10,359,520	\$ 12,943,343
75	Expenses						
76	Labor and Benefits	\$ -	\$ 734,664	\$ 3,409,996	\$ 1,860,551	\$ 3,409,996	\$ 8,068,979
77	Operating	-	317,945	337,761	42,683	196,801	1,074,524
78	Interfund Charges	-	(25,102)	142,451	100,911	142,451	447,329
79	Capital Outlay	-	628,288	-	(3,386)	140,960	180,900
80	Transfers Out	-	4,674,546	6,223,406	512,286	6,914,406	1,108,982
81	Total Fund 107 Expenditures	\$ -	\$ 6,330,341	\$ 10,113,614	\$ 2,513,045	\$ 10,804,614	\$ 10,880,714
82	110 Conservation Trust Fund						
83	Revenue						
84	Intergovernmental	\$ 747,329	\$ 662,347	\$ 780,000	\$ 589,722	\$ 870,000	\$ 880,000
85	Interest	10,434	2,237	2,096	-	2,096	2,096
86	Total Fund 110 Revenues	\$ 757,763	\$ 664,584	\$ 782,096	\$ 589,722	\$ 872,096	\$ 882,096
87	Expenses						
88	Transfers Out	\$ 928,768	\$ 715,052	\$ 799,982	\$ 275,651	\$ 784,832	\$ 879,061
89	Total Fund 110 Expenditures	\$ 928,768	\$ 715,052	\$ 799,982	\$ 275,651	\$ 784,832	\$ 879,061
90	111 Cannabis Sales Tax Fund						
91	Revenue						
92	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,015,000
93	Total Fund 111 Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,015,000
94	Expenses						
95	Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
96	Total Fund 111 Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
97	114 American Rescue Plan Fund						
98	Revenue						
99	Intergovernmental	\$ -	\$ -	\$ -	\$ 5,242,304	\$ 5,242,304	\$ 5,242,304
100	Total Fund 114 Revenues	\$ -	\$ -	\$ -	\$ 5,242,304	\$ 5,242,304	\$ 5,242,304
101	115 Public Safety Impact Fee Fund						
102	Revenue						
103	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,062
104	Total Fund 115 Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,062
105	201 Sales Tax CIP Fund						
106	Revenue						
107	Taxes	\$ 13,546,031	\$ 13,398,813	\$ 13,859,874	\$ 11,951,823	\$ 15,288,043	\$ 16,524,765
108	Charges for Service	156,685	146,808	135,000	129,304	135,000	85,000
109	Intergovernmental	7,133,554	1,732,981	3,373,448	88,887	1,277,198	1,953,679
110	Interest	449	32	-	618	-	-
111	Other	288,425	4,734,039	20,000	1,287	2,370,000	480,000
112	Capital Proceeds	42,000	-	7,500,000	9,887,641	9,892,249	-
113	Transfers In	7,080,266	9,154,345	16,975,403	2,655,761	23,503,822	4,840,105
114	Total Fund 201 Revenues	\$ 28,247,411	\$ 29,167,017	\$ 41,863,725	\$ 24,715,321	\$ 52,466,312	\$ 23,883,549
115	Expenses						
116	Labor and Benefits	\$ -	\$ -	\$ -	\$ 1,217	\$ -	\$ -
117	Operating	2,148,175	4,230,353	2,438,070	2,762,341	2,675,851	2,703,790
118	Capital Outlay	15,010,489	16,590,095	33,362,492	9,154,783	41,167,555	17,214,303



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
119	Contingency and Reserves	-	-	1,842,436	-	-	1,842,436
120	Transfers Out	10,947,406	7,411,266	8,604,766	4,327,465	8,560,320	7,019,688
121	Total Fund 201 Expenditures	\$ 28,106,070	\$ 28,231,713	\$ 46,247,764	\$ 16,245,806	\$ 52,403,726	\$ 28,780,217
122	202 Storm Drainage Fund						
123	Revenue						
124	Charges for Service	\$ 39,731	\$ 19,982	\$ 10,000	\$ 12,882	\$ 10,000	\$ 15,000
125	Transfers In	54,440	-	510,000	180,082	510,000	500,000
126	Total Fund 202 Revenues	\$ 94,171	\$ 19,982	\$ 520,000	\$ 192,964	\$ 520,000	\$ 515,000
127	Expenses						
128	Operating	\$ 25,227	\$ -	\$ -	\$ 29	\$ -	\$ -
129	Capital Outlay	65,000	5,000	540,000	442,663	540,000	530,000
130	Total Fund 202 Expenditures	\$ 90,227	\$ 5,000	\$ 540,000	\$ 442,692	\$ 540,000	\$ 530,000
131	207 Transportation Capacity Fund						
132	Revenue						
133	Charges for Service	\$ 1,649,767	\$ 2,426,485	\$ 2,300,000	\$ 3,204,215	\$ 3,204,215	\$ 2,700,000
134	Intergovernmental	-	-	510,000	-	360,000	-
135	Interest	-	238,193	55,370	-	55,370	55,370
136	Other	24,457	-	-	-	-	150,000
137	Capital Proceeds	-	50,277,796	-	-	-	-
138	Transfers In	-	-	-	23,285	23,285	-
139	Total Fund 207 Revenues	\$ 1,674,224	\$ 52,942,474	\$ 2,865,370	\$ 3,227,500	\$ 3,642,870	\$ 2,905,370
140	Expenses						
141	Operating	\$ 182,962	\$ 477,847	\$ -	\$ 1,268	\$ -	\$ -
142	Capital Outlay	810,201	884,177	19,922,000	2,792,618	9,132,995	27,738,000
143	Transfers Out	-	200,000	200,000	100,000	200,000	200,000
144	Total Fund 207 Expenditures	\$ 993,163	\$ 1,562,023	\$ 20,122,000	\$ 2,893,885	\$ 9,332,995	\$ 27,938,000
145	301 Water Fund						
146	Revenue						
147	Charges for Service	\$ 7,614,415	\$ 8,389,811	\$ 8,361,870	\$ 6,865,225	\$ 6,865,225	\$ 8,692,280
148	Intergovernmental	126,082	114,439	232,000	172,542	172,542	37,500
149	Interfund Revenue	861,017	784,527	698,413	606,734	606,734	838,479
150	Interest	143,621	72,032	25,563	1,022	1,022	34,800
151	Other	49,394	50,718	54,936	32,227	32,227	58,512
152	Capital Proceeds	105,368	215,340	10,122,000	342,772	342,772	10,714,000
153	Transfers In	466,933	541,345	1,020,000	508,670	508,670	-
154	Total Fund 301 Revenues	\$ 9,366,830	\$ 10,168,211	\$ 20,514,782	\$ 8,529,192	\$ 8,529,192	\$ 20,375,571
155	Expenses						
156	Labor and Benefits	\$ 2,923,534	\$ 3,122,356	\$ 3,309,335	\$ 2,600,620	\$ 3,310,536	\$ 3,628,612
157	Operating	1,003,448	1,080,918	1,315,065	772,392	1,275,065	1,318,557
158	Interfund Charges	1,460,032	1,490,635	1,522,224	1,123,995	1,522,224	1,656,926
159	Capital Outlay	5,847,685	3,905,605	13,898,000	3,040,820	7,598,000	15,430,000
160	Debt Service	635,137	637,313	635,255	635,254	635,255	1,002,306
161	Transfers Out	-	54,675	-	-	-	-
162	Total Fund 301 Expenditures	\$ 11,869,836	\$ 10,291,502	\$ 20,679,879	\$ 8,173,080	\$ 14,341,080	\$ 23,036,401
163	302 Solid Waste Removal Fund						
164	Revenue						
165	Charges for Service	\$ 4,607,078	\$ 4,785,582	\$ 4,781,991	\$ 3,886,312	\$ 4,821,991	\$ 5,080,000
166	Interest	22,883	17,992	8,404	-	8,404	8,404
167	Total Fund 302 Revenues	\$ 4,629,960	\$ 4,803,573	\$ 4,790,395	\$ 3,886,312	\$ 4,830,395	\$ 5,088,404
168	Expenses						
169	Labor and Benefits	\$ 1,137,391	\$ 1,049,721	\$ 1,184,038	\$ 881,925	\$ 1,184,038	\$ 1,275,625
170	Operating	1,498,849	1,561,772	1,647,420	1,260,034	1,702,420	1,825,245
171	Interfund Charges	1,550,252	1,678,119	1,410,072	1,010,119	1,410,072	1,515,858
172	Capital Outlay	-	76,725	22,100	19,099	22,100	32,000
173	Debt Service	94,441	96,991	99,610	-	99,610	-
174	Transfers Out	180,000	194,098	200,000	200,000	200,000	220,000
175	Total Fund 302 Expenditures	\$ 4,460,933	\$ 4,657,426	\$ 4,563,240	\$ 3,371,176	\$ 4,618,240	\$ 4,868,728
176	303 Grand Junction Convention Center Fund						
177	Revenue						



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
178	Charges for Service	\$ 15,491	\$ 145	\$ -	\$ 1,750	\$ 1,750	\$ 25,000
179	Intergovernmental	6,564,022	391,007	274,374	82,350	82,350	206,761
180	Transfers In	500,000	200,000	200,000	100,000	100,000	200,000
181	Total Fund 303 Revenues	\$ 7,079,513	\$ 591,152	\$ 474,374	\$ 184,100	\$ 184,100	\$ 431,761
182	Expenses						
183	Labor and Benefits	\$ 587	\$ -	\$ -	\$ -	\$ -	\$ -
184	Operating	683,629	314,986	202,500	258,211	202,500	225,000
185	Interfund Charges	203,304	178,358	274,374	181,095	241,460	206,761
186	Capital Outlay	6,155,436	127,237	-	(732)	-	-
187	Total Fund 303 Expenditures	\$ 7,042,956	\$ 620,582	\$ 476,874	\$ 438,574	\$ 443,960	\$ 431,761
188	305 Golf Courses Fund						
189	Revenue						
190	Charges for Service	\$ 1,679,749	\$ 2,120,337	\$ 2,078,050	\$ 1,955,287	\$ 2,196,050	\$ 2,281,150
191	Interest	(1,608)	1,690	-	-	-	-
192	Other	12,800	12,980	16,000	12,480	16,000	18,720
193	Transfers In	1,621,500	120,000	120,000	60,000	120,000	120,000
194	Total Fund 305 Revenues	\$ 3,312,441	\$ 2,255,007	\$ 2,214,050	\$ 2,027,767	\$ 2,332,050	\$ 2,419,870
195	Expenses						
196	Labor and Benefits	\$ 873,782	\$ 871,908	\$ 852,860	\$ 731,113	\$ 853,460	\$ 863,125
197	Operating	523,987	681,265	638,853	551,502	728,853	806,640
198	Interfund Charges	412,610	482,207	483,253	351,159	483,253	597,482
199	Debt Service	38,313	87,797	87,797	-	87,797	87,798
200	Total Fund 305 Expenditures	\$ 1,848,692	\$ 2,123,178	\$ 2,062,763	\$ 1,633,773	\$ 2,153,363	\$ 2,355,045
201	308 Parking Authority Fund						
202	Revenue						
203	Charges for Service	\$ 522,139	\$ 383,768	\$ 504,550	\$ 377,085	\$ 463,600	\$ 500,150
204	Fines and Forfeitures	200,016	143,700	156,000	162,953	176,000	190,000
205	Interest	10,682	8,814	4,149	-	4,149	4,149
206	Other	59,000	55,230	55,250	36,745	55,250	56,850
207	Total Fund 308 Revenues	\$ 791,836	\$ 591,511	\$ 719,949	\$ 576,783	\$ 698,999	\$ 751,149
208	Expenses						
209	Labor and Benefits	\$ 156,651	\$ 181,959	\$ 216,829	\$ 120,458	\$ 216,829	\$ 184,236
210	Operating	120,381	92,594	112,376	95,948	112,376	151,499
211	Interfund Charges	111,689	97,699	87,532	66,799	87,532	108,581
212	Debt Service	243,767	218,375	243,767	-	243,767	243,228
213	Total Fund 308 Expenditures	\$ 632,488	\$ 590,627	\$ 660,504	\$ 283,205	\$ 660,504	\$ 687,544
214	309 Ridges Irrigation Fund						
215	Revenue						
216	Charges for Service	\$ 288,805	\$ 309,307	\$ 314,150	\$ 274,108	\$ 314,150	\$ 336,142
217	Interest	2,689	1,106	414	-	414	414
218	Capital Proceeds	4,274	1,560	-	2,340	2,340	176,500
219	Transfers In	-	48,775	-	-	-	-
220	Total Fund 309 Revenues	\$ 295,768	\$ 360,748	\$ 314,564	\$ 276,448	\$ 316,904	\$ 513,056
221	Expenses						
222	Labor and Benefits	\$ 115,050	\$ 123,295	\$ 123,382	\$ 96,333	\$ 123,382	\$ 127,553
223	Operating	22,949	36,128	32,963	31,791	32,963	23,826
224	Interfund Charges	190,453	147,160	147,390	109,368	147,390	171,483
225	Capital Outlay	-	27,862	30,000	7,219	30,000	205,000
226	Debt Service	-	-	-	-	-	10,193
227	Total Fund 309 Expenditures	\$ 328,452	\$ 334,445	\$ 333,735	\$ 244,711	\$ 333,735	\$ 538,055
228	401 Information Technology Fund						
229	Revenue						
230	Charges for Service	\$ 92,718	\$ 76,535	\$ 101,684	\$ 111,077	\$ 111,077	\$ 152,480
231	Intergovernmental	6,500	-	-	-	-	-
232	Interfund Revenue	7,231,201	7,478,212	7,528,892	5,985,539	7,492,243	9,004,618
233	Interest	52,214	33,171	13,464	-	17,000	17,000
234	Total Fund 401 Revenues	\$ 7,382,633	\$ 7,587,918	\$ 7,644,040	\$ 6,096,616	\$ 7,620,320	\$ 9,174,098
235	Expenses						
236	Labor and Benefits	\$ 2,581,848	\$ 2,604,029	\$ 2,673,845	\$ 2,096,153	\$ 2,673,845	\$ 3,108,376



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
237	Operating	4,122,928	4,075,226	5,057,510	3,720,765	4,657,510	5,492,950
238	Interfund Charges	308,923	255,965	254,590	173,455	254,590	613,625
239	Capital Outlay	862,754	415,576	1,019,217	271,578	1,288,138	800,000
240	Contingency and Reserves	-	-	293,697	-	293,697	-
241	Total Fund 401 Expenditures	\$ 7,876,453	\$ 7,350,796	\$ 9,298,859	\$ 6,261,950	\$ 9,167,780	\$ 10,014,951
242	402 Fleet and Equipment Fund						
243	Revenue						
244	Charges for Service	\$ 848,693	\$ 949,872	\$ 937,635	\$ 775,048	\$ 937,635	\$ 942,635
245	Interfund Revenue	5,322,181	6,274,471	5,378,967	3,724,946	5,378,967	7,031,098
246	Interest	61,889	41,492	17,154	-	27,500	27,500
247	Other	6,388	-	2,000	-	2,000	-
248	Capital Proceeds	47,358	59,680	80,000	19,250	80,000	50,000
249	Transfers In	183,617	209,088	68,275	34,138	68,275	70,563
250	Total Fund 402 Revenues	\$ 6,470,127	\$ 7,534,603	\$ 6,484,031	\$ 4,553,381	\$ 6,494,377	\$ 8,121,796
251	Expenses						
252	Labor and Benefits	\$ 1,099,372	\$ 1,141,670	\$ 1,277,667	\$ 1,061,231	\$ 1,277,667	\$ 1,443,947
253	Operating	2,438,445	2,012,766	2,232,679	1,746,095	2,232,679	2,446,698
254	Interfund Charges	315,104	324,487	235,832	194,618	235,832	256,490
255	Capital Outlay	2,644,328	2,138,829	3,048,753	3,002,294	3,048,753	4,650,000
256	Contingency and Reserves	-	-	875,378	-	875,378	200,000
257	Total Fund 402 Expenditures	\$ 6,497,248	\$ 5,617,752	\$ 7,670,309	\$ 6,004,238	\$ 7,670,309	\$ 8,997,135
258	404 Insurance fund						
259	Revenue						
260	Charges for Service	\$ 10,058	\$ 6,297	\$ 10,000	\$ 1,415	\$ 10,000	\$ 2,500
261	Interfund Revenue	3,460,086	13,396,287	15,254,072	11,876,112	15,254,884	15,402,681
262	Interest	70,527	48,952	22,202	-	22,202	15,194
263	Other	464,430	1,158,354	533,965	462,914	533,965	466,500
264	Transfers In	-	1,441,009	-	-	-	-
265	Total Fund 404 Revenues	\$ 4,005,101	\$ 16,050,899	\$ 15,820,239	\$ 12,340,441	\$ 15,821,051	\$ 15,886,875
266	Expenses						
267	Labor and Benefits	\$ 942,642	\$ 1,450,241	\$ 1,154,546	\$ 1,120,992	\$ 1,154,546	\$ 1,662,241
268	Operating	6,065,805	13,463,783	15,546,347	11,121,689	15,546,347	13,940,995
269	Interfund Charges	20,958	18,538	8,700	7,735	8,700	28,377
270	Capital Outlay	187,214	-	-	-	-	-
271	Contingency and Reserves	-	-	2,482,491	-	2,482,491	600,000
272	Transfers Out	-	1,165,192	-	-	-	-
273	Total Fund 404 Expenditures	\$ 7,216,618	\$ 16,097,755	\$ 19,192,084	\$ 12,250,416	\$ 19,192,084	\$ 16,231,613
274	405 Comm Center Fund						
275	Revenue						
276	Charges for Service	\$ 1,957,764	\$ 2,101,375	\$ 2,002,743	\$ 1,685,685	\$ 2,070,443	\$ 2,236,715
277	Intergovernmental	57,275	14,703	35,000	65,898	35,000	35,000
278	Fines and Forfeitures	2,552	-	-	-	-	-
279	Interfund Revenue	2,819,063	3,034,656	2,803,531	2,102,648	2,803,531	3,032,115
280	Interest	-	10,891	4,166	-	4,166	4,166
281	Other	2,409	40,611	2,799	75,710	93,399	93,400
282	Transfers In	2,100,190	2,353,445	2,311,488	886,994	2,138,982	2,081,222
283	Total Fund 405 Revenues	\$ 6,939,253	\$ 7,555,682	\$ 7,159,727	\$ 4,816,936	\$ 7,145,521	\$ 7,482,618
284	Expenses						
285	Labor and Benefits	\$ 4,250,029	\$ 4,461,407	\$ 4,946,386	\$ 3,623,680	\$ 4,946,386	\$ 5,359,171
286	Operating	440,063	707,521	513,393	301,575	513,393	474,562
287	Interfund Charges	1,777,173	1,629,728	1,482,181	1,377,964	1,482,181	1,496,499
288	Capital Outlay	421,864	168,355	680,000	209,352	768,494	690,000
289	Total Fund 405 Expenditures	\$ 6,889,129	\$ 6,967,012	\$ 7,621,960	\$ 5,512,571	\$ 7,710,454	\$ 8,020,232
290	406 Facilities Management Fund						
291	Revenue						
292	Charges for Service	\$ 237	\$ 161	\$ -	\$ 46	\$ 46	\$ -
293	Interfund Revenue	2,607,580	2,720,409	2,793,660	2,100,661	2,801,692	3,091,847
294	Other	26,460	25,184	17,760	14,440	17,760	17,760
295	Transfers In	200,000	-	-	-	-	-



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
296	Total Fund 406 Revenues	\$ 2,834,277	\$ 2,745,754	\$ 2,811,420	\$ 2,115,147	\$ 2,819,498	\$ 3,109,607
297	Expenses						
298	Labor and Benefits	\$ 521,188	\$ 510,755	\$ 602,049	\$ 512,204	\$ 604,828	\$ 676,409
299	Operating	2,109,776	2,159,806	2,085,979	1,574,799	2,085,979	2,248,927
300	Interfund Charges	185,175	185,849	199,891	177,291	199,891	202,598
301	Capital Outlay	-	-	-	21,381	-	-
302	Contingency and Reserves	-	-	138,740	-	-	-
303	Total Fund 406 Expenditures	\$ 2,816,140	\$ 2,856,409	\$ 3,026,659	\$ 2,285,675	\$ 2,890,698	\$ 3,127,934
304	610 General Debt Service Fund						
305	Revenue						
306	Intergovernmental	\$ 724,725	\$ 16,932	\$ -	\$ -	\$ -	\$ -
307	Interest	2,220	233	-	-	-	-
308	Capital Proceeds	39,830	14,740,000	-	-	-	-
309	Transfers In	6,006,304	6,442,344	6,794,876	3,397,438	6,794,876	6,799,688
310	Total Fund 610 Revenues	\$ 6,773,079	\$ 21,199,508	\$ 6,794,876	\$ 3,397,438	\$ 6,794,876	\$ 6,799,688
311	Expenses						
312	Operating	\$ 27,500	\$ 86,612	\$ 4,500	\$ 3,500	\$ 4,500	\$ 4,500
313	Debt Service	6,385,088	21,476,766	6,790,376	5,355,951	6,790,376	6,795,188
314	Total Fund 610 Expenditures	\$ 6,412,588	\$ 21,563,378	\$ 6,794,876	\$ 5,359,451	\$ 6,794,876	\$ 6,799,688
315	614 GJ Public Finance Corp Fund						
316	Revenue						
317	Interest	\$ 10,806	\$ 12,721	\$ -	\$ -	\$ -	\$ -
318	Other	300,000	300,000	400,000	300,000	400,000	400,000
319	Capital Proceeds	-	-	-	5,086,873	5,086,873	-
320	Transfers In	230,175	204,427	300,000	150,000	848,431	300,879
321	Total Fund 614 Revenues	\$ 540,981	\$ 517,148	\$ 700,000	\$ 5,536,873	\$ 6,335,304	\$ 700,879
322	Expenses						
323	Operating	\$ -	\$ -	\$ 1,500	\$ 59,316	\$ 60,816	\$ 1,500
324	Debt Service	528,675	530,406	698,500	5,743,781	6,274,488	713,600
325	Total Fund 614 Expenditures	\$ 528,675	\$ 530,406	\$ 700,000	\$ 5,803,097	\$ 6,335,304	\$ 715,100
326	615 Riverside Pkwy Debt Retirement						
327	Revenue						
328	Interest	\$ 137,280	\$ 69,725	\$ 35,042	\$ -	\$ 35,042	\$ 35,042
329	Transfers In	1,056,252	632,922	1,349,890	674,945	1,305,444	-
330	Total Fund 615 Revenues	\$ 1,193,532	\$ 702,647	\$ 1,384,932	\$ 674,945	\$ 1,340,486	\$ 35,042
331	Expenses						
332	Transfers Out	\$ 3,183,617	\$ 3,156,000	\$ 3,000,000	\$ 91,092	\$ 3,000,000	\$ 1,052,447
333	Total Fund 615 Expenditures	\$ 3,183,617	\$ 3,156,000	\$ 3,000,000	\$ 91,092	\$ 3,000,000	\$ 1,052,447
334	704 Cemetery Perpetual Care Fund						
335	Revenue						
336	Charges for Service	\$ 29,555	\$ 24,037	\$ -	\$ 23,245	\$ 23,245	\$ -
337	Interest	31,659	22,693	10,239	-	10,239	10,239
338	Total Fund 704 Revenues	\$ 61,214	\$ 46,729	\$ 10,239	\$ 23,245	\$ 33,484	\$ 10,239
339	Expenses						
340	Transfers Out	\$ 23,308	\$ 29,600	\$ 10,239	\$ 5,120	\$ 10,239	\$ 10,239
341	Total Fund 704 Expenditures	\$ 23,308	\$ 29,600	\$ 10,239	\$ 5,120	\$ 10,239	\$ 10,239
342	900 Joint Sewer Fund						
343	Revenue						
344	Charges for Service	\$ 13,622,174	\$ 14,406,309	\$ 14,311,493	\$ 11,495,653	\$ 14,987,979	\$ 15,243,668
345	Intergovernmental	14,902	540,000	-	293,899	293,899	-
346	Fines and Forfeitures	9,864	1,250	1,000	-	1,000	1,000
347	Interfund Revenue	143,997	137,976	162,106	14,007	162,106	174,154
348	Interest	575,581	435,459	190,839	-	271,700	271,700
349	Other	16,435	26,859	33,750	28,122	33,750	-
350	Capital Proceeds	2,615,535	3,932,766	3,293,550	4,573,014	4,573,014	3,392,350
351	Total Fund 900 Revenues	\$ 16,998,488	\$ 19,480,618	\$ 17,992,738	\$ 16,404,696	\$ 20,323,449	\$ 19,082,872
352	Expenses						
353	Labor and Benefits	\$ 3,523,603	\$ 3,644,242	\$ 3,925,699	\$ 2,978,326	\$ 3,925,699	\$ 4,296,930



**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
354	Operating	1,586,144	1,945,732	1,604,770	1,037,087	1,677,930	1,627,912
355	Interfund Charges	2,587,567	2,529,436	2,385,757	1,861,204	2,385,757	2,710,858
356	Capital Outlay	6,336,449	3,033,951	16,945,000	2,672,992	10,252,179	22,839,500
357	Debt Service	1,684,398	596,884	597,802	597,802	597,802	595,749
358	Transfers Out	-	27,247	-	-	-	-
359	Total Fund 900 Expenditures	\$ 15,718,161	\$ 11,777,492	\$ 25,459,028	\$ 9,147,411	\$ 18,839,367	\$ 32,070,949
360	Total Revenues	\$ 196,403,627	\$ 282,102,777	\$ 237,870,990	\$ 185,895,443	\$ 261,470,849	\$ 250,220,161
361	Total Expenditures	\$ 201,759,278	\$ 216,686,673	\$ 278,096,933	\$ 155,927,937	\$ 275,095,747	\$ 292,608,971



Certificate of Participation ("COP")-Lease Purchase Supplemental Information

The City of Grand Junction has two COP issuances. One for the improvements of the stadium at Lincoln Park/Suplizio Field ("Stadium COP") and the other for public safety facilities ("Public Safety COP") located primarily at 6th and Ute. The useful life of the assets that were improved by the COP's extend past the term of the lease agreements.

The Stadium COP is through the Grand Junction Public Finance Corporation with an original issuance of \$7.77 million in COPs in 2010. In the early part of 2021 they were refinanced increasing the principal to \$11.03 million, generating proceeds for Stadium improvements, and extending the term to 2045. The lease payment budgeted in Fund 614 for 2022 is \$713,600. Grand Junction Baseball Inc. partnered in the project and participates in the payment of the lease at \$300,000 per year, and Mesa County School District No. 51 participates in the payment of the lease at \$100,000 per year beginning in 2021. The lease term is through 2045, and the total remaining lease obligations including the 2022 payment referenced above is \$16,728,813.

The Public Safety COP is through Zions First National Bank with an original issuance of \$34.9 million in COP's in 2010. In 2019, the outstanding COPs were re-financed at a lower interest rate with no change in the lease term resulting in significant savings in future total lease obligations. The lease payment budgeted in Fund 610 for 2022 is \$1,997,600. The E911 Regional Communication Center participates in the payment of the lease at \$500,000 per year through the Enhanced 911 Fund. The lease term is through 2040 and the total remaining lease obligation including the 2022 including the payment referenced above is \$37,964,350.

Downtown Development Authority
Calendar 2022
Recommended Budget

		11/3/2021													
		PROJECTED													
Row Labels		BEGINNING FUND	TOTAL REVENUE	LABOR	NON PERSONNEL	TOTAL OPERATING	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE)	Contingency Funds	Net Change in Fund	ENDING FUND
		BALANCES			OPERATING	EXPENSE						OF FUNDS		Balance	BALANCE
103	Downtown Development Authority	\$ 1,849,788	\$ 1,436,081	\$ 276,964	\$ 1,146,056	\$ 1,423,020	\$ -	\$ -	\$ 1,423,020	\$ -	\$ -	\$ 13,061	\$ 250,000	\$ (236,939)	\$ 1,612,849
611	DDA TIF Debt Service Fund	1,884,508	2,161,790	-	28,350	28,350	1,651,275	-	1,679,625	-	-	482,165	-	482,165	2,366,673
Total All DDA Funds		\$ 3,734,295	\$ 3,597,871	\$ 276,964	\$ 1,174,406	\$ 1,451,370	\$ 1,651,275	\$ -	\$ 3,102,645	\$ -	\$ -	\$ 495,226	\$ 250,000	\$ 245,226	\$ 3,979,521
Total Appropriated DDA Funds										\$ 3,352,645					

**2022 Recommended Budget
By Fund, By Classification
November 3, 2021**

Line Item Ref #	By Fund By Department By Classification	2019 Actual	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Year End Estimated	2022 Recommended
1	103 Downtown Development Authority						
2	Revenue						
3	Taxes	\$ 268,104	\$ 288,757	\$ 288,617	\$ 271,287	\$ 288,617	\$ 392,836
4	Charges for Service	2,103	1,954	-	4,037	-	11,500
5	Intergovernmental	20,000	52,990	10,000	2,000	-	-
6	Interest	23,230	30,467	14,364	-	14,364	14,364
7	Other	1,009,471	1,012,993	997,381	770,003	1,007,381	1,017,381
8	Transfers In	60,154	-	-	-	-	-
9	Total Fund 103 Revenues	\$ 1,383,061	\$ 1,387,161	\$ 1,310,362	\$ 1,047,327	\$ 1,310,362	\$ 1,436,081
10	Expenses						
11	Labor and Benefits	\$ 160,713	\$ 204,852	\$ 261,522	\$ 185,033	\$ 261,522	\$ 276,964
12	Operating	1,102,293	569,171	574,825	955,102	1,244,825	1,100,988
13	Interfund Charges	37,030	39,899	39,882	29,912	39,882	45,068
14	Capital Outlay	-	134,990	-	702,289	-	-
15	Contingency and Reserves	-	-	250,000	-	-	250,000
16	Total Fund 103 Expenditures	\$ 1,300,036	\$ 948,912	\$ 1,126,229	\$ 1,872,336	\$ 1,546,229	\$ 1,673,020
17	611 DDA TIF Deb Service Fund						
18	Revenue						
19	Taxes	\$ 1,398,693	\$ 1,502,221	\$ 1,494,134	\$ 1,384,886	\$ 1,494,134	\$ 1,561,113
20	Intergovernmental	363,001	381,533	346,439	-	503,687	589,783
21	Interest	41,356	16,654	10,894	-	10,894	10,894
22	Total Fund 611 Revenues	\$ 1,803,050	\$ 1,900,408	\$ 1,851,467	\$ 1,384,886	\$ 2,008,715	\$ 2,161,790
23	Expenses						
24	Operating	\$ -	\$ 26,214	\$ 27,500	\$ 3,331	\$ 27,500	\$ 28,350
25	Debt Service	1,652,105	1,678,937	1,651,465	824,934	1,651,465	1,651,275
26	Capital Outlay	-	-	-	-	700,000	-
27	Transfers Out	1,315,293	-	-	-	-	-
28	Total Fund 611 Expenditures	\$ 2,967,398	\$ 1,705,151	\$ 1,678,965	\$ 828,265	\$ 2,378,965	\$ 1,679,625
29	Total DDA Expenditures	\$ 14,293,473	\$ 3,799,040	\$ 2,805,194	\$ 2,700,600	\$ 3,925,194	\$ 3,352,645



2022 Recommended Budget

Public Presentation and Hearing

November 3, 2021

Greg Caton, City Manager



2021 ANNUAL BUDGET



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Grand Junction
Colorado**

For the Fiscal Year Beginning

January 01, 2021

Christopher P. Morrell

Executive Director



Importance of a Budget

1. As a **policy document**, the budget indicates what services the City will provide during the next year and spells out the level of services and reasons for their provision;
2. As an **operations guide**, the budget indicates how departments and funds are organized to provide services to the community;
3. As a **financial plan**, it summarizes the cost to the taxpayers for current and approved service levels and how they will be funded;
4. As a **communications tool**, the budget is designed to be user-friendly with summary information in text, charts, tables and graphs.

Budget Process Timeline

May/June

- Capital Project Prioritization
- Economic Indicators
- Revenue Projections
- Establish Budget Development Parameters

September/October

- City Council Strategic Priorities
- City Manager Recommended Budget
- City Council Budget Workshops
- Economic Development Funding
- Non-Profit Funding

July/August

- Citizen Budget Discussions & Community Meetings
- 10-year Capital Plan
- Departments Submit Operating Budgets
- Department Line-Item Budgets Reviewed

November/December

- First Public Presentation and Hearing November 3rd
- Second Public Presentation and Hearing, Final Adoption of Budget December 1st

Comprehensive Plan



Collective Identity

Resilient and Diverse Economy

Responsible and Managed Growth

Downtown and University Districts

Strong Neighborhoods and Housing Choices

Efficient and Connected Transportation

Great Places and Recreation

Resource Stewardship

Quality Education and Facilities

Safe, Healthy, and Inclusive Community

Effective and Transparent Government

Strategic Priorities

Public Safety

Quality of Life

Housing

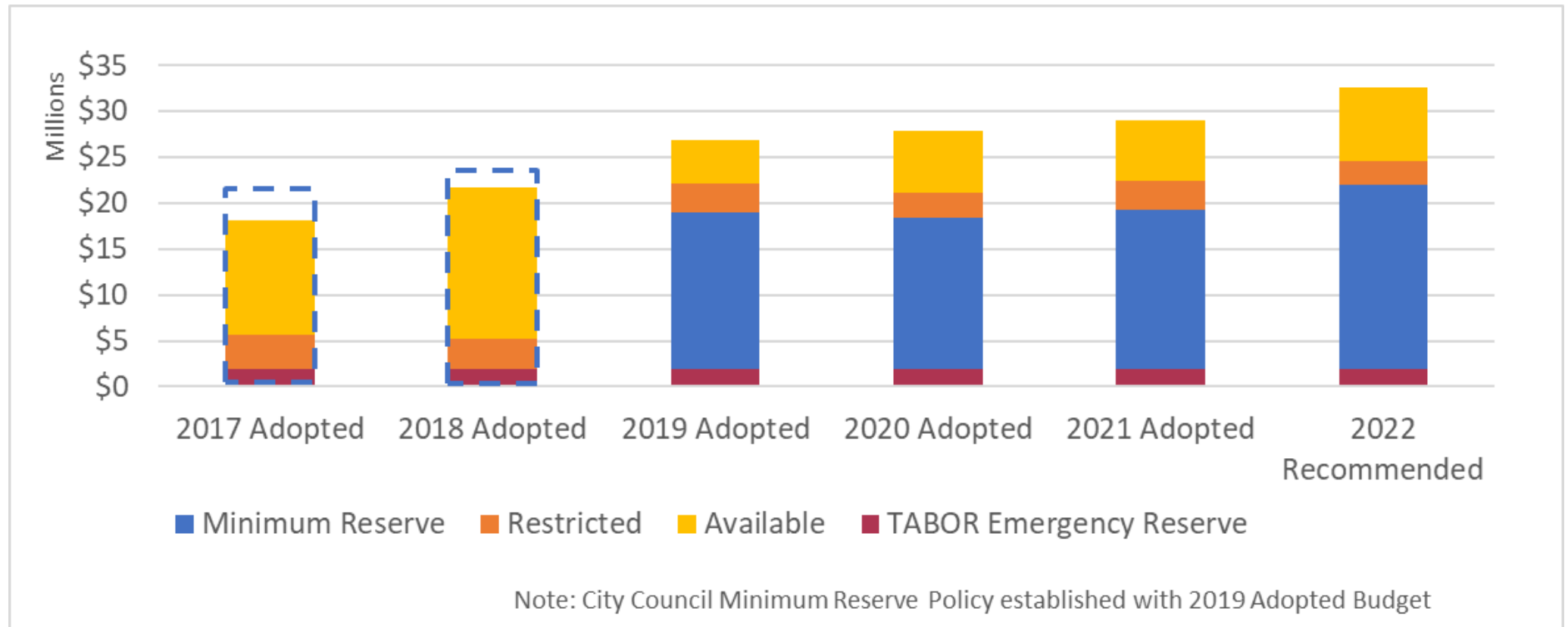
Mobility and Infrastructure

Economic Development

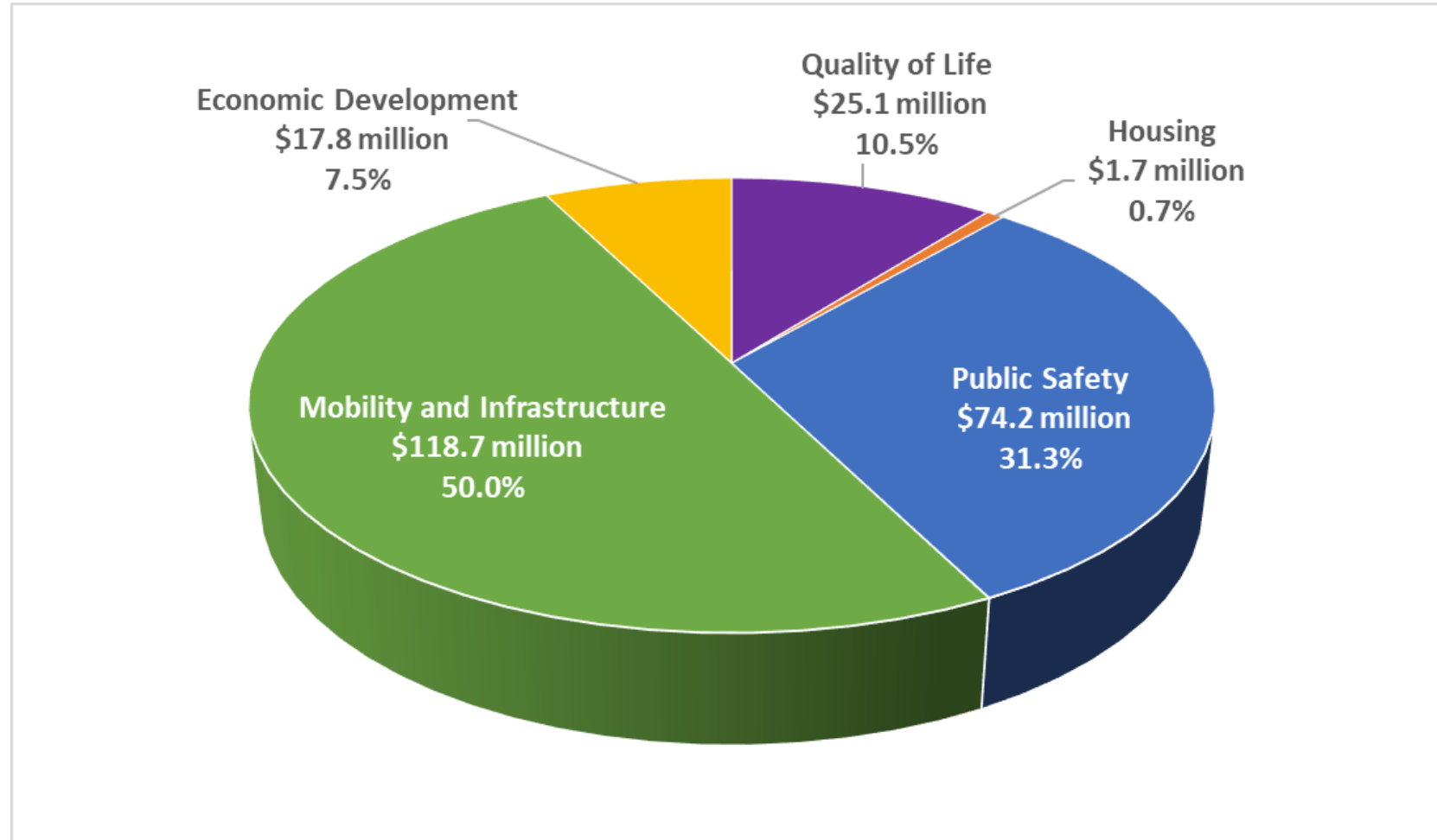
2022 Recommended Budget

- Recommended Budget Total = \$237.5 million (\$237,543,790)
- \$24.5 million or 11.5% above 2021 Adopted
 - Continued first responder spending
 - Continued capital investment
 - New positions
 - Wage increase
 - Housing and sustainability funding
 - Fleet and technology
 - Non-profit and economic development funding
- General Fund balanced with surplus of \$431,784
- Projected ending General Fund balance of \$32.5 million; \$2.7 million restricted, \$21.9 minimum reserve

General Fund Fund Balance History



2022 Recommended Budget by Strategic Priority



2022 Budget Themes and Highlights

- **Investment in Employees**
- 55 New Positions to total 773; \$4.9 million (\$1.7 million General Fund)
 - 27 in public safety (26 First Responder funded)
 - 14 quality of life (2 sustainability, 4 parks, 1 cannabis (plus 1 in 2021), 1 elections, 1 revenue generating, 5 internal support)
 - 12 in mobility and infrastructure
 - 2 in housing
- Wages, Recruitment, Retention
 - Aligning pay ranges and wages with market; \$4.6 million (\$3.5 million General Fund)
 - Wage increases between 3% and 6%
 - Part-Time Positions/Internship Program; 15 Colorado Mesa University interns \$297,000
- Employee Childcare Program \$500,000

2022 Budget Themes and Highlights

- **Responsiveness to the Community**
- Housing
 - Implement policies and initiatives; \$1 million
 - Two new positions to work with housing partners
 - Support of affordable housing projects and homeless shelter; \$450,000
- Sustainability
 - Preservation of natural environment
 - City energy efficient facilities, alternative fleet fuels, and alternative energy
 - Sustainability plan; \$150,000
 - Solid waste reduction approaches and revitalization of recycling
 - Water and wastewater projects
 - Two positions

2022 Budget Themes and Highlights

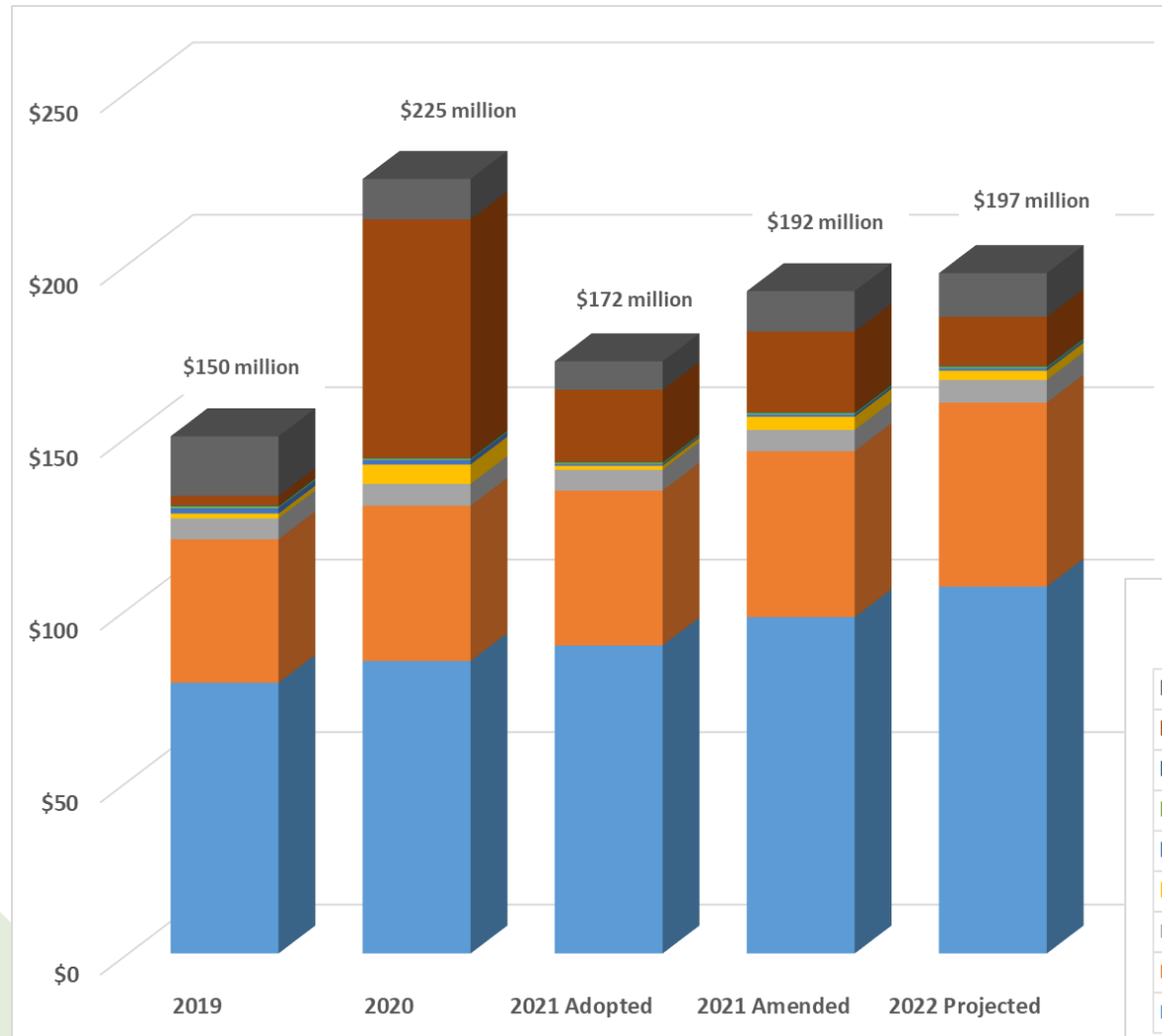
- **Responsiveness to the Community**
- Mobility
 - New position in Community Development to facilitate efficient & expanded mobility options
 - Develop City-wide Bicycle and Pedestrian Plan
 - Transportation system capacity expansion; \$27.7 million
 - Safe Routes to Schools
- Diversity, Equity, and Inclusion
 - Observance of *Juneteenth* (June 19) as a City holiday
 - Continued employee training and resources to foster culture of inclusion, principles of diversity and equity
- Cannabis
 - Revenues dedicated to ensuring compliance with regulations and PROS plan projects
 - Two positions

2022 Budget Themes and Highlights

- **Recovery and Resiliency**

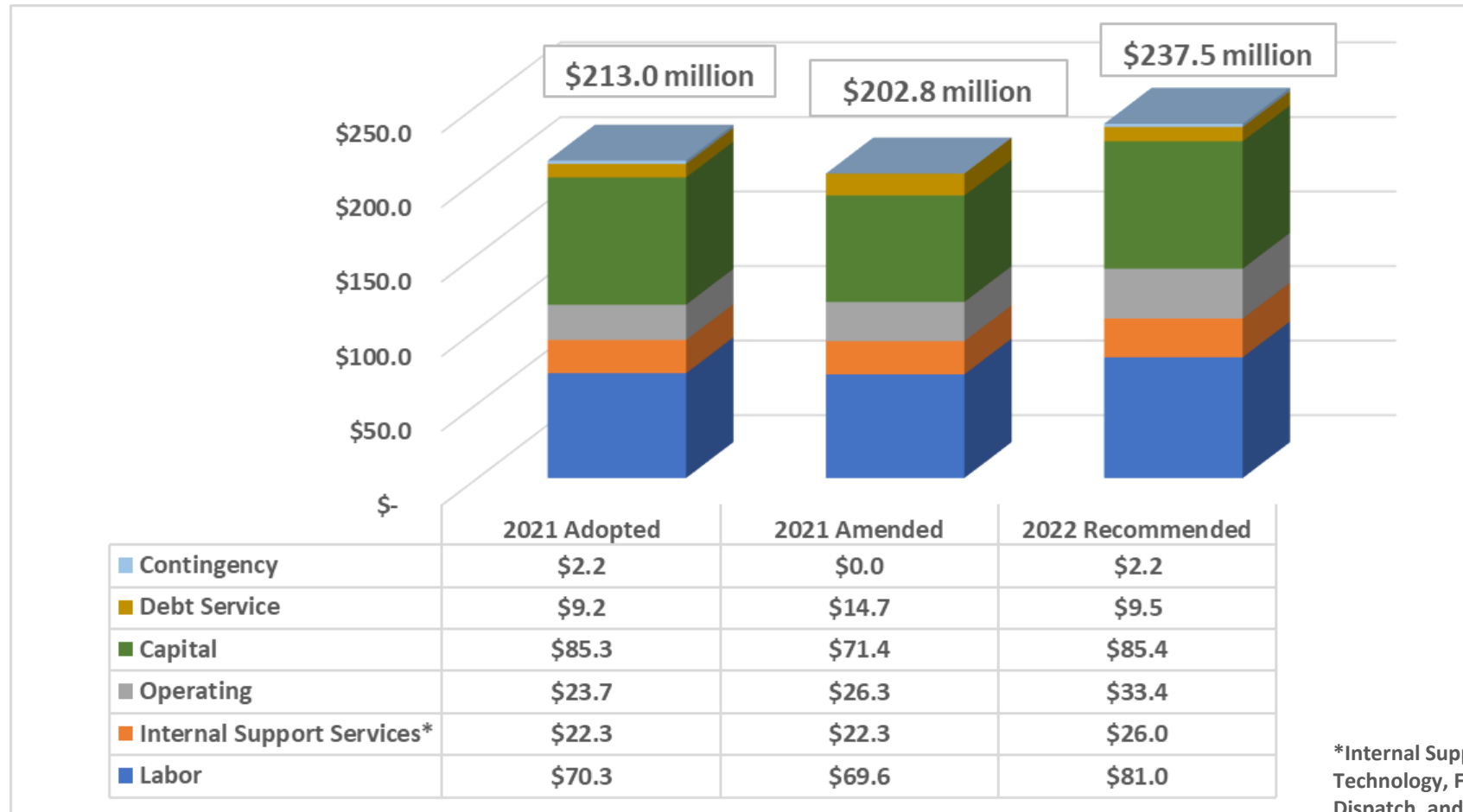
- Federal and state grant funding
 - American Rescue Plan; \$10.4 million total funding, ARPA Committee
 - New grant administrator position to pursue new funding opportunities
- Economic development
 - Economic development partners; \$3.7 million
 - City Council economic development contingency from Dos Rios property sales; \$1.8 million
 - Continued investment in riverfront and PROS master plan priorities
 - Effective and targeted marketing of Grand Junction and enhanced destination branding; \$4.9 million Visit GJ
- Non-Profit Funding
 - More agencies
 - Resources available for funding; \$1.5 million, 33 non-profits

2022 Projected Revenues



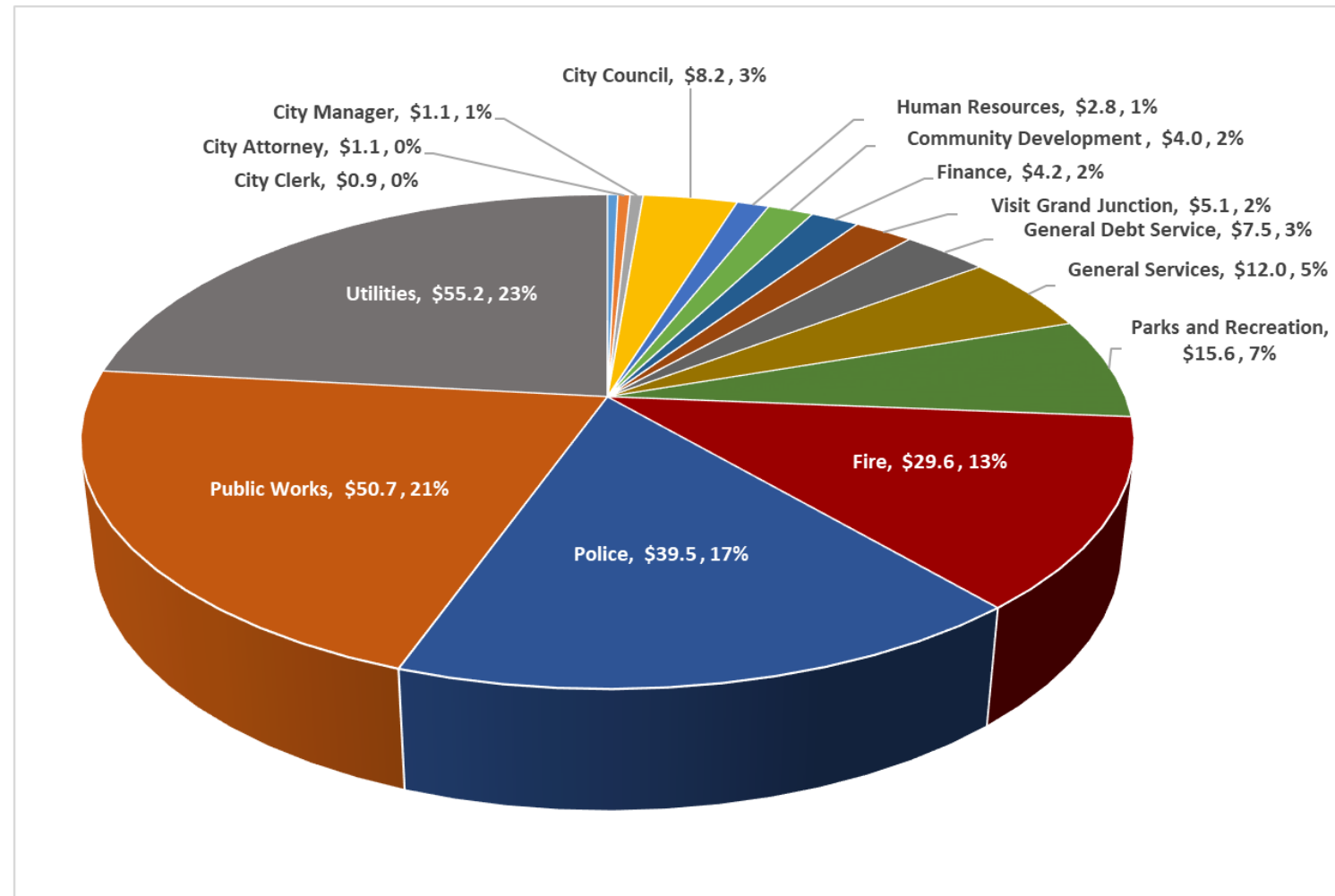
	2019	2020	2021 Adopted	2021 Amended	2022 Projected
Intergovernmental	\$17.3	\$11.8	\$8.2	\$11.7	\$12.7
Capital Proceeds	\$2.8	\$69.2	\$20.9	\$23.5	\$14.3
Licenses and Permits	\$0.2	\$0.2	\$0.2	\$0.2	\$0.2
Fines and Forfeitures	\$0.6	\$0.4	\$0.5	\$0.5	\$0.5
Interest	\$1.5	\$1.3	\$0.5	\$0.6	\$0.6
Other	\$1.4	\$5.6	\$1.2	\$3.8	\$2.7
Interfund Revenue	\$6.1	\$6.3	\$6.1	\$6.2	\$6.6
Charges for Service	\$41.6	\$45.0	\$44.9	\$48.1	\$53.4
Taxes	\$78.5	\$84.8	\$89.3	\$97.5	\$106.4

2022 Budget By Spending Category

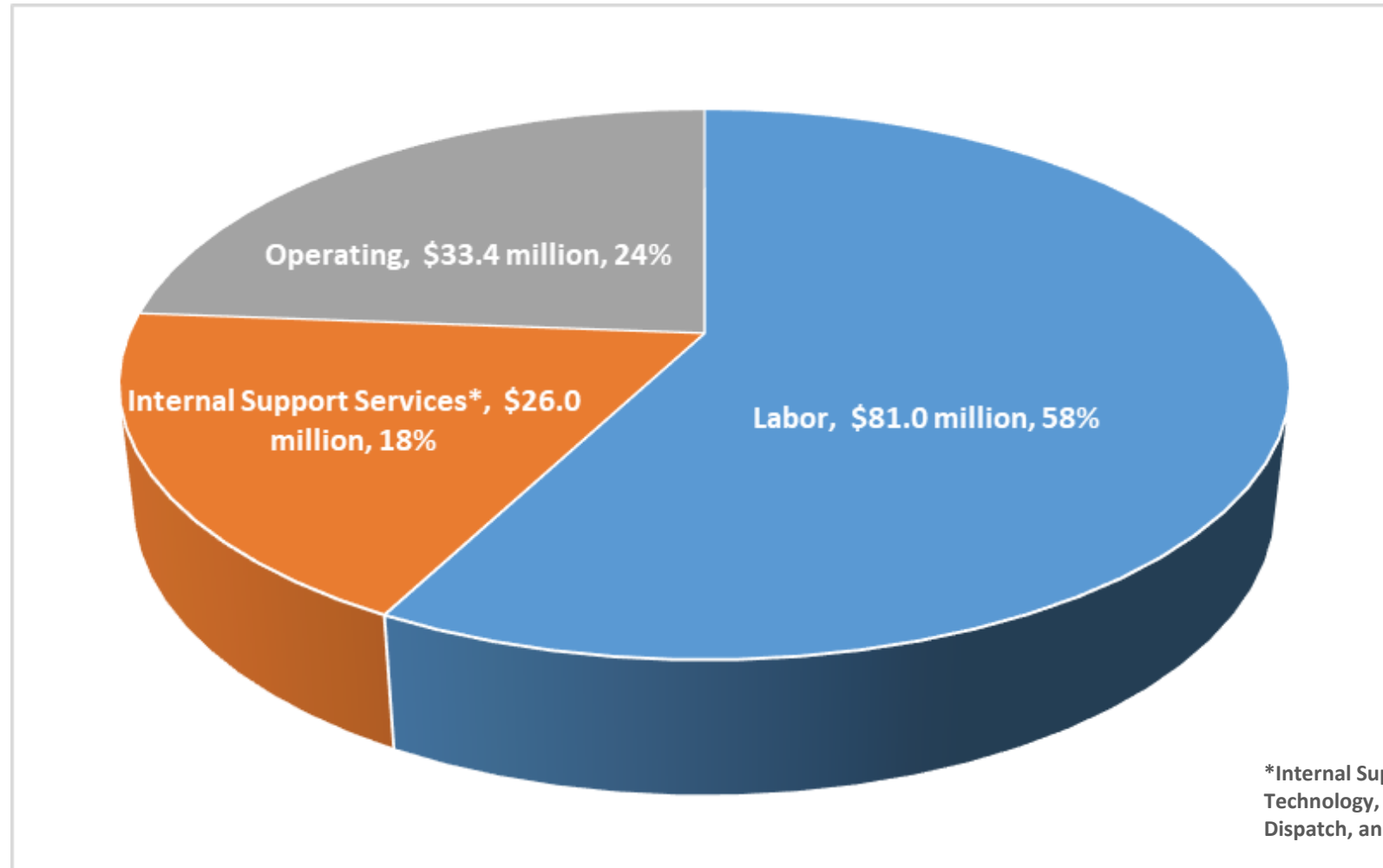


*Internal Support Services include Technology, Fleet, Facilities, Dispatch, and Insurance

2022 Budget By Department (millions)

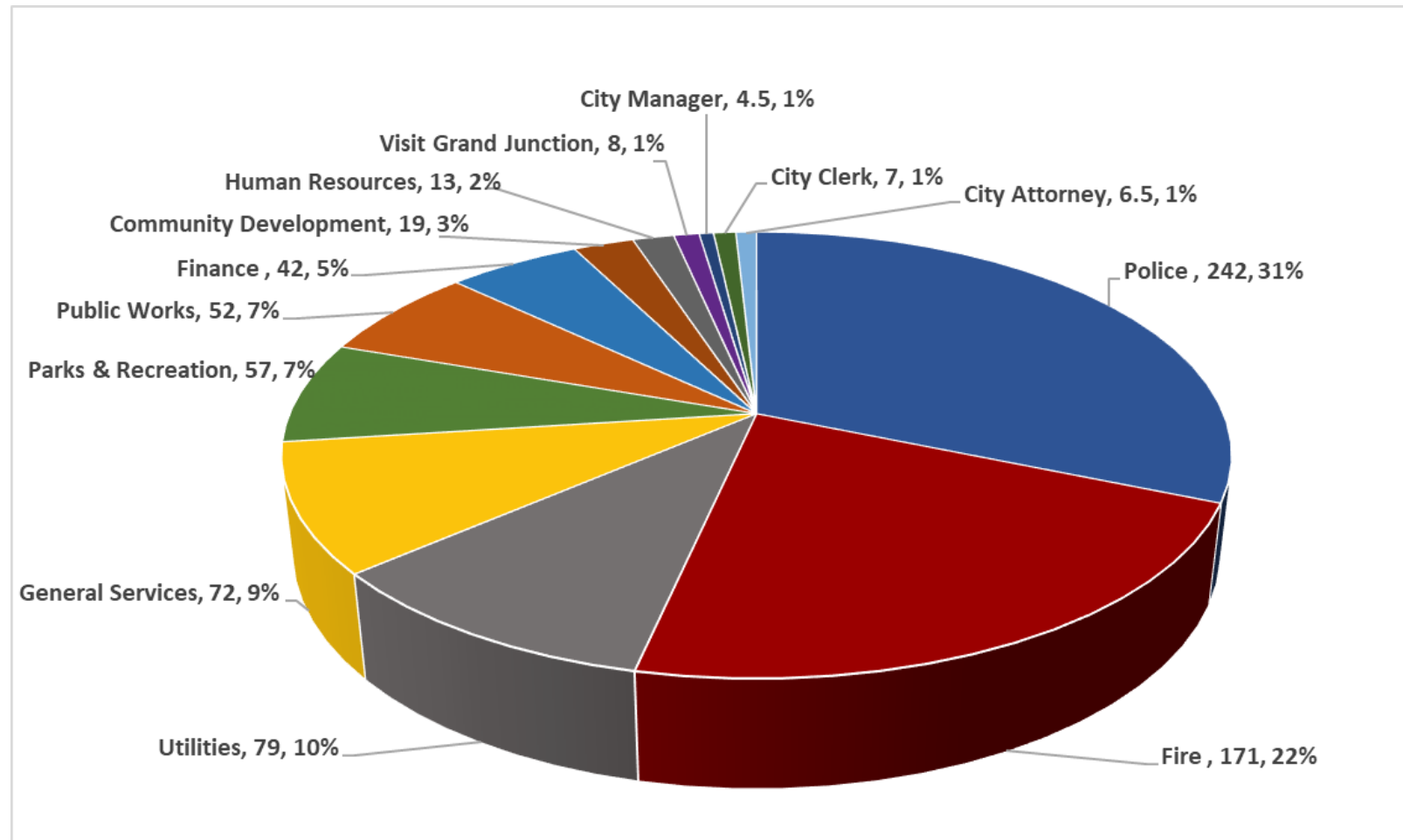


2022 Operating Budget

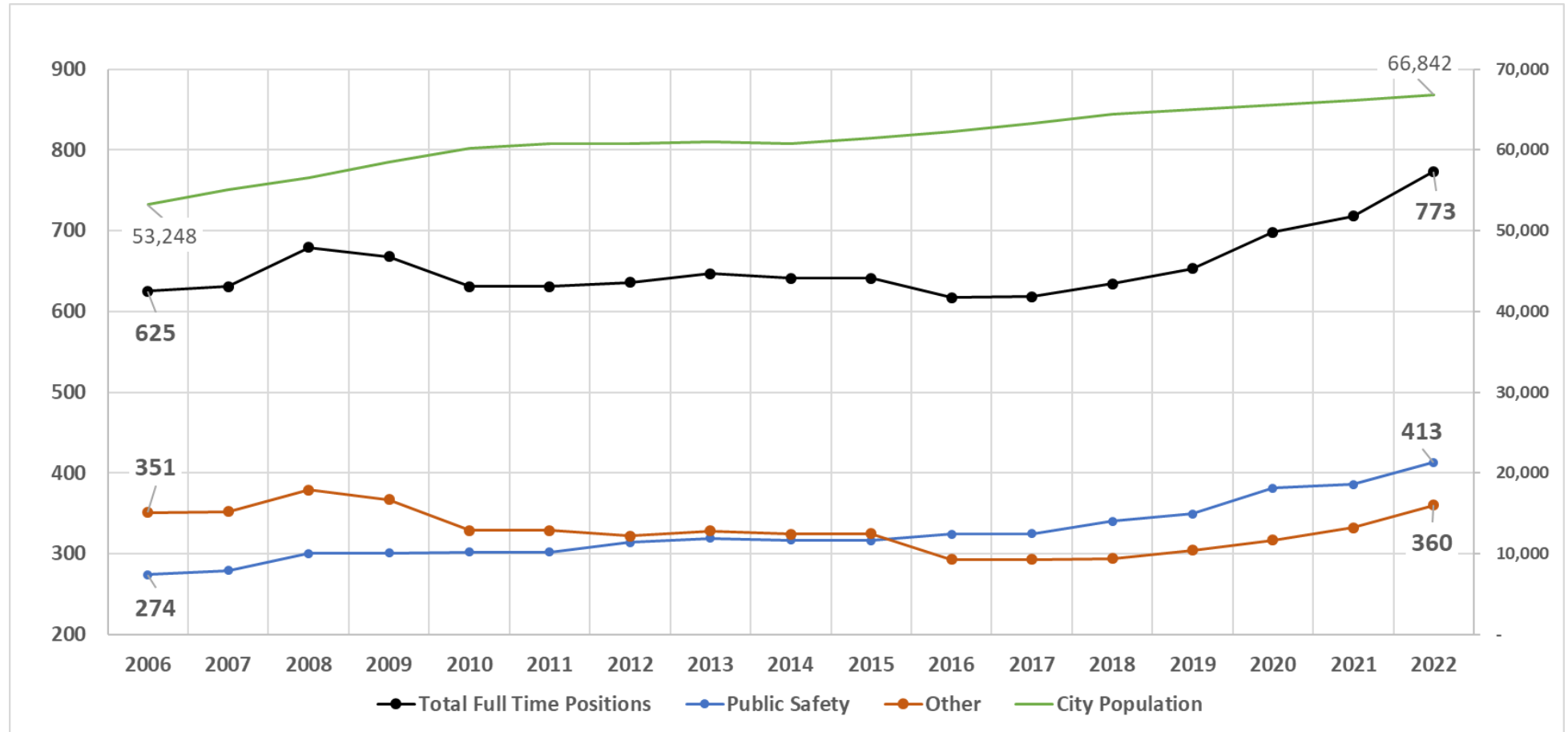


*Internal Support Services include Technology, Fleet, Facilities, Dispatch, and Insurance

2022 Recommended 773 Positions by Department



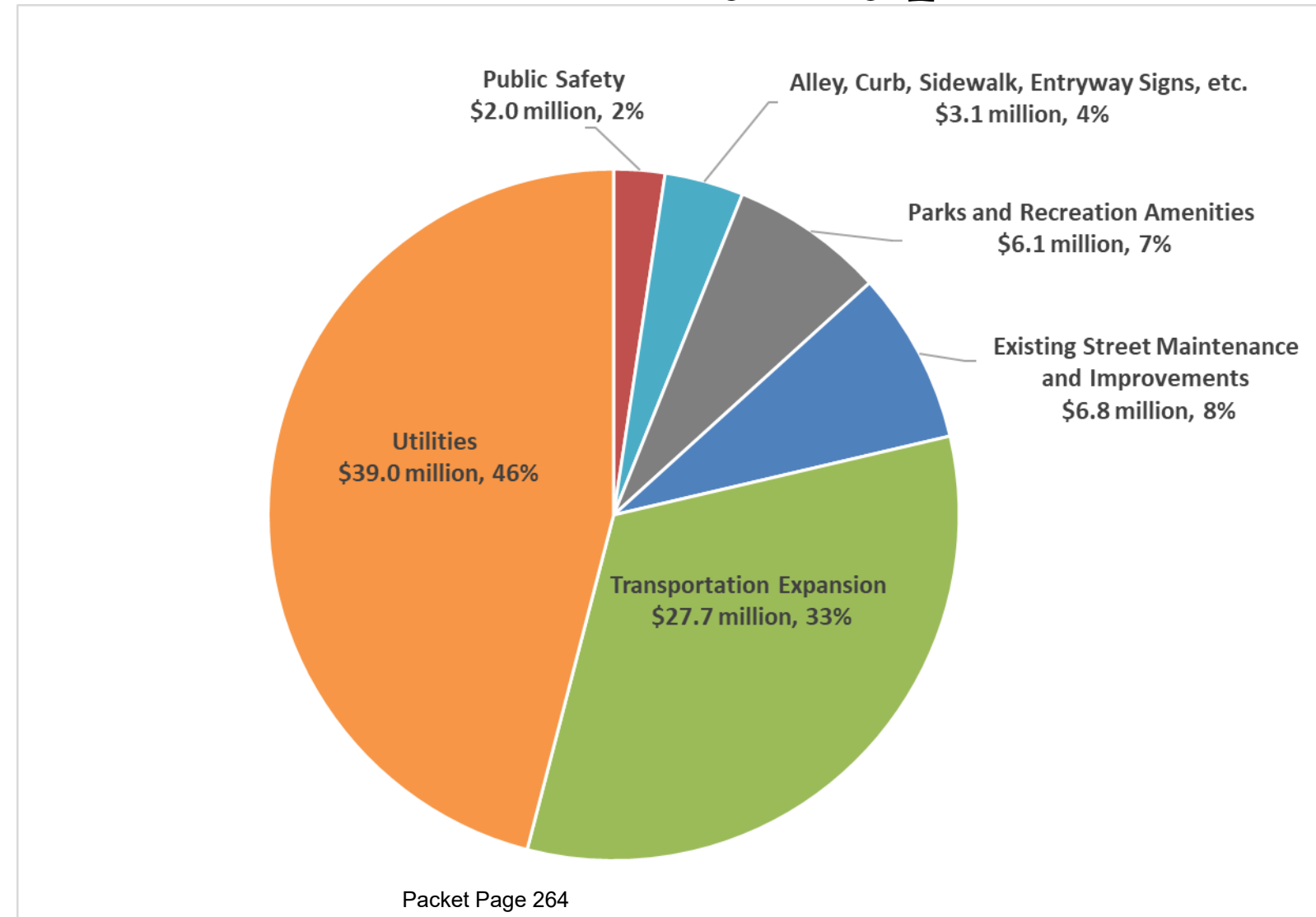
Position History



2022 Capital Budget and Plan

- Ten Year Capital Plans
 - Council adopts year 1 with the annual adoption of the budget
 - Five year is balanced 2022-2026
 - Year 2027-2031 provided to identify key priority projects in the future
- \$84.7 million funded by these sources of revenue
 - 45% by utility charges and low interest loans
 - 30% by transportation debt proceeds (2020 issuance)
 - 13% by .75% sales tax
 - 12% by transportation capacity fees, parkland, conservation trust, grants, cannabis tax, E911 surcharge, donations

2022 Capital Investment By Type



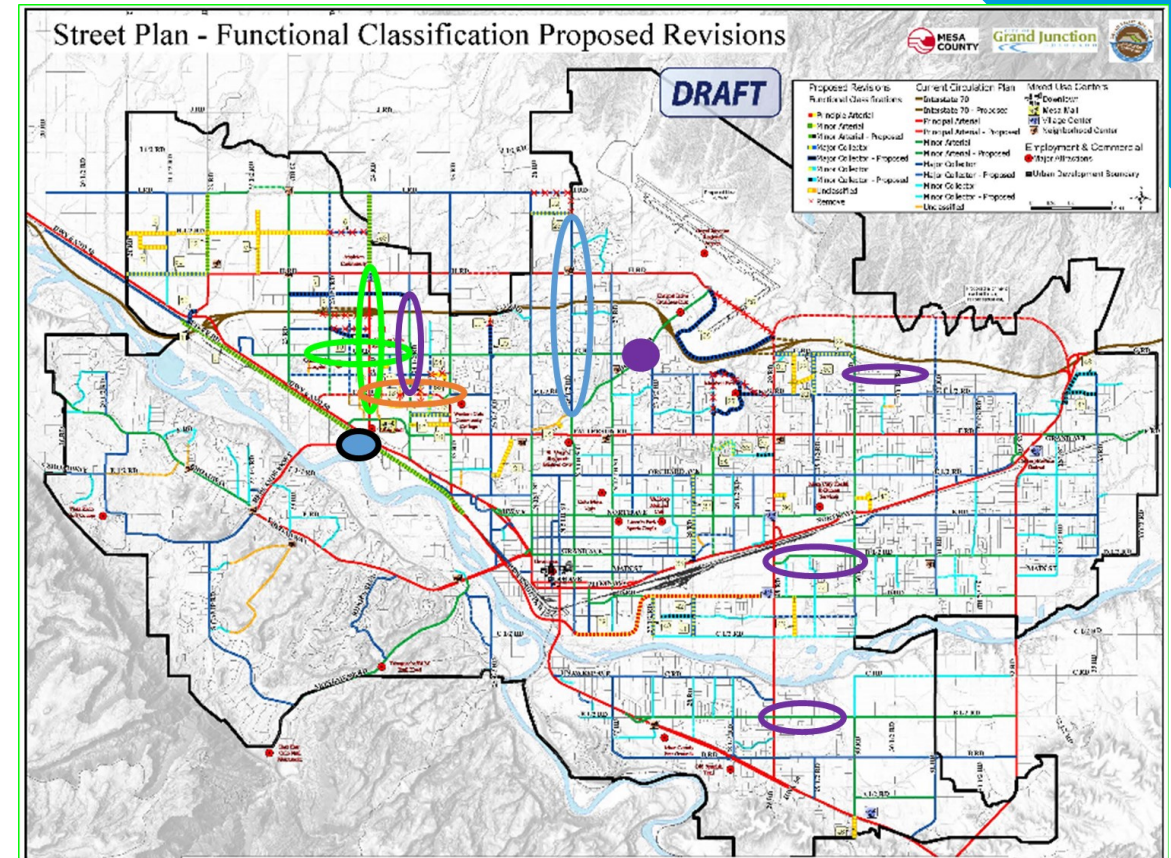
2022 Capital Budget and Plan

- Utilities \$39 million including:
 - **\$10.2 million** sewer plant, service line improvements
 - **\$7.5 million** Purdy Mesa Flowline
 - **\$5 million** sewer lift station elimination/rehabilitation
 - **\$3.6 million** Kannah Creek Flowline
 - **\$3.6 million** sewer odor control improvements
 - **\$3.6 million** sewer treatment plant projects
 - **\$3.5 million** water reservoir, storage, service line improvements
 - **\$170,000** lead water line replacements (CDBG funding)



2022 Capital Budget and Plan

- Transportation Expansion \$27.7 million including:
 - **\$12 million** 24 Road & G Road Capacity Improvements
 - **\$9 million** F ½ Parkway, Market to Patterson (\$17M total)
 - **\$750,000** 24 Road & Riverside Parkway Interchange (\$6.5M total)
 - **\$600,000** F ½ Road, 30 Road to Persigo Boundary (\$3.5M total)
 - **\$600,000** D ½ Road, 29 to 30 Road (\$3.5M total)
 - **\$100,000** B ½ Road, 29 to 29 ½ Road (\$3.2M total)



2022 Capital Budget and Plan

- Street Maintenance and Improvements \$6.8 million including:
 - **\$4.3 million** existing street maintenance
 - **\$1.7 million** North Avenue Enhanced Transit
 - **\$700,000** 4th & 5th Street Design
- Parks & Recreation Amenities \$6.1 million including:
 - **\$1.6 million** Monument Connect Phase II
 - **\$1.6 million** Pickleball and tennis expansion
 - **\$1 million** Dos Rios public amenity
 - **\$500,000** Blue Heron boat ramp
 - Completion of Lincoln Park Stadium renovation



Questions and Discussion

City Council

- | | |
|---|--|
| <ul style="list-style-type: none">• Greg Caton, City Manager• John Shaver, City Attorney• Trent Prall, Public Works Director• Doug Shoemaker, Police Chief• Elizabeth Fogarty, Visit Grand Junction Director• Ken Sherbenou, Parks & Recreation Director• Randi Kim, Utilities Director | <ul style="list-style-type: none">• Ken Watkins, Fire Chief• Tamra Allen, Community Development Director• Shelley Caskey, Human Resources Director• Jay Valentine, General Services Director• Wanda Winkelmann, City Clerk• Greg LeBlanc, Senior Assistant to the City Manager• Jodi Welch, Finance Director |
|---|--|

Special Thanks to Budget Team
Linda Longenecker, Matt Martinez, Scott Rust, Ann Guevara, Johnny McFarland



Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: November 3, 2021
Presented By: Senta Costello, Planner
Department: Community Development
Submitted By: Senta Costello, Associate Planner

Information

SUBJECT:

An Ordinance 1) Amending the Comprehensive Plan from Residential Medium to Commercial; and 2) Rezoning 0.276 Acres from R-5 (Residential 5 du/ac) to C-1 (Light Commercial), Located at 2894 Presley Avenue

RECOMMENDATION:

The Planning Commission heard this request at their October 12, 2021 meeting and voted (5-0) to recommend approval.

EXECUTIVE SUMMARY:

The Applicant, Darin Carei, is requesting a Comprehensive Plan Amendment from Residential Medium (5.5 – 12 du/ac) to Commercial and a rezone of one parcel totaling approximately 0.276 acres located at 2894 Presley Avenue, more particularly described as Lot 1, Block 1 of the Graff Meadows Filing One subdivision, from R-5 (Residential 5 du/ac) to C-1 (Light Commercial). The requested C-1 (Light Commercial) zone district would be consistent with the Comprehensive Plan Land Use Map designation of Commercial, if approved.

BACKGROUND OR DETAILED INFORMATION:

The 0.276-acre parcel is located just west of the northwest corner of 29 Road and Presley Avenue, adjacent to Graff Dairy. The property was originally platted as a part of Lot 1, Woodsmoke Subdivision in 1982, replatted in 1998 as a part of Lot 2, Graff Minor Subdivision and most currently platted as Lot 1, Block 1 of Graff Meadows Filing One subdivision, intended for a single-family house. Located directly to the east is Graff Dairy, an ice cream shop/dairy originally opened in 1964. The business closed in 2014 but was purchased and reopened in 2015 by Mr. Carei. In the last 6 years the business has flourished, creating traffic and circulation problems on the property and surrounding

streets.

Mr. Carei proposes to rezone the residential lot in Graff Meadows Filing One, combine it with the Graff Dairy property at 581 29 Road, more particularly described as Lot 1 of Graff Minor Subdivision and make site improvements for additional parking and improved overall circulation for the business and motorists on surrounding streets. Simple Subdivision and Site Plan Review applications have been submitted for the proposed improvements.

For the property to be rezoned to the requested C-1 zone district, a Comprehensive Plan Amendment is required. The applicant has submitted for a Comprehensive Plan amendment concurrent with the rezone request and this staff report and accompanied ordinance provides for concurrent consideration by Planning Commission and City Council. Without a change to the Land Use Map as requested in the Comprehensive Plan Amendment, the rezone request to C-1 is not supported by the Comprehensive Plan. Support for a rezone to C-1 is conditioned upon an amendment to the Land Use Map of Commercial for the property.

COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT

Presently, the Comprehensive Plan designates the property's land use as Residential Medium (5.5 – 12 du/ac). The Applicant is requesting to change the Land Use Map from Residential Medium to Commercial to allow for light commercial land uses.

The primary land uses found in the Commercial land use category are commercial, offices, retail, medical campus/hospitals and service-oriented uses. The secondary land uses include higher density housing, small warehouses, lighter industrial uses such as manufacturing, assembly, technology and distribution, places of worship and other public/institutional uses.

The area surrounding this site is designated on the Land Use Map as Residential Medium to the north, south and west, and Commercial to the east on the Graff Dairy site.

REZONE REQUEST

The Applicant is interested in preparing the property for future development that is proposed to include additional parking and circulation for the Graff Dairy customers and employees.

In addition to the C-1 (Light Commercial) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Commercial:

- a. Mixed Use (M-U)
- b. Business Park (BP)
- c. Industrial/Office Park (I-O)
- d. General Commercial (C-2)

- e. Mixed Use Residential (MXR-8)
- f. Mixed Use General (MXG – 3, 5, 8)
- g. Mixed Use Shopfront (MXS – 3, 5, 8)
- h. Mixed Use Opportunity Corridor (MXOC)

In reviewing the other zoning district options for the proposed Commercial category, the M-U, BP and C-2 zone districts allow for retail and food production type developments.

The property adjacent to the subject property to the north, south and west are zoned east zoned R-5, established under the 2020 Comprehensive Plan's land use designation for Residential Medium (5.5 to 12 du/ac). The zoning east of subject property (Graff Dairy site) is zoned C-1 (Light Commercial).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held on December 7, 2020 virtually in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Two neighbors attended the meeting. They were supportive of the project overall as well as the rezone to facilitate an improved site layout and traffic circulation.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on December 28, 2020. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on September 17, 2021 and again October 1, 2021. The notice of this public hearing was published on September 21, 2021 and October 5, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS - COMPREHENSIVE PLAN AMENDMENT

The criteria for review are set forth in Section 21.02.130 (c) (1). The criteria provide that the City may amend the Comprehensive Plan, neighborhood plans, corridor plans and area plans if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and at least one of the criteria outlined below;

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

The decision to designate the property as Residential Medium Land Use under the Comprehensive Plan was made approximately nine months ago with the adoption of the One Grand Junction Comprehensive Plan. No substantial changes to the infrastructure, development context, or development potential of the subject property has occurred since that time. Therefore, staff finds that this criterion is not met.

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

The character of the area has not been changed in a substantive way since the Comprehensive Plan was adopted. The surrounding land-uses remain predominately residential and consists of medium-density residential development. Therefore, staff finds this criterion is not met.

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

The subject property is within an urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the Commercial Future Land Use designation. The type and scope of land use allowed within the Commercial Future Land Use designation is similar in character and extent to the existing non-residential land use of nearby properties, which contain a mix of office, retail, restaurant and multifamily uses. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Commercial and employment opportunities such as retail, offices, and restaurants are found nearby along Patterson Road. Additionally, multi-modal access to the site is sufficient, with 29 Road having dedicated bike lanes, and multiple Grand Valley Transit (GVT) routes and stops in close proximity. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that 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

Graff Dairy has been a historical use in the area, providing a variety of dairy products and ice cream to valley residents. Since it reopened in 2015, the success of the business has grown to a point that on-site parking, access and circulation have become problematic with customer lines trying to access the site, backing up in both directions within the 29 Road right-of-way. While the subject site does provide a unique opportunity to preserve and potentially expand the existing Dairy use to the east, providing the opportunity to alleviate the growing traffic and circulation issues and facilitating it being able to remain in the neighborhood, there is nothing that suggests that there is an inadequate supply of land available that can accommodate the proposed land use. Based on these considerations, staff finds that this criterion has not been met.

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

Graff Dairy has been a historical use in the area, providing a variety of dairy products and ice cream for valley residents. Since it reopened in 2015, the success of the business has grown to a point that on-site parking, access and circulation have become problematic with customer lines trying to access the site backing up in both directions

within the 29 Road right-of-way. The subject site provides a unique opportunity to preserve and expand the existing Dairy use west, providing the opportunity to alleviate the growing traffic and circulation issues and facilitating it being able to remain in the neighborhood. The site's location is well-served by transportation infrastructure, utilities, and other community facilities. As such, staff finds this criterion has been met.

Changes are consistent with the vision, goals and policies of the Comprehensive Plan. Implementing the Comprehensive Plan. The proposed Land Use Map Amendment to Commercial implements the following Plan Principles, goals and policies of the Comprehensive Plan:

Principle 2.1: Resilient and Diverse Economy – Foster a vibrant, diverse, and resilient economy

Principle 2.3 – Promote Business Growth for a Diverse and Stable Economic Base

ANALYSIS - REZONE

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

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

The decision to designate the property as Residential Medium Land Use under the Comprehensive Plan was made approximately nine months ago with the adoption of the One Grand Junction Comprehensive Plan with the Graff Dairy site to the east having a Commercial designation. The property was originally platted as part of the Graff Meadows Filing 1 Subdivision as a lot for a new single family house. During that time, the Graff Dairy business to the east has continued to thrive and grow. This lot is directly abutting the Dairy site along the full length of its eastern border, sits on the edge of the residential subdivision and has remained vacate since recording of the plat. However, no substantial changes to the infrastructure, development context in the neighborhood, or development potential as originally planned of the subject property has occurred. Therefore, staff finds that this criterion is not met.

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

The construction of the viaduct over the railroad tracks further south on 29 Road in 2011-2012 increased the ease of accessibility along the 29 Road corridor, changing the character of the area to a more commercial corridor along the northern end as 29 Road approaches Patterson Road. However, there have not been changes in the character and/or conditions in the area, since the current 2020 Comprehensive Plan was adopted. Therefore, staff finds that this criterion has not been met.

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

The subject property is within an urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The type and scope of land use allowed within the C-1 zone district is similar in character and extent to the existing land use of nearby properties, which contain a mix of office, retail, restaurant and multifamily uses. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Commercial and employment opportunities such as retail, offices, and restaurants are found nearby along Patterson Road. Additionally, multi-modal access to the site is sufficient, with 29 Road having dedicated bike lanes, and multiple Grand Valley Transit (GVT) routes and stops in close proximity. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that 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 existing zoning of R-5 is not limited, accounting for approximately 6% of all property within the City limits. The proposed zoning of C-1 is also not limited, accounting for 6% of all property within the Grand Junction City limits.

While the subject site does provide a unique opportunity to preserve and potentially expand the existing Dairy use to the east, facilitating it being able to remain in the neighborhood, there is nothing that suggests that there is an inadequate supply of land available that can accommodate the proposed land use. Based on these considerations, staff finds that this criterion has not been met.

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

Graff Dairy has been a historical use in the area, providing a variety of dairy products and ice cream to valley residents. Since it reopened in 2015, the success of the business has grown to a point that on-site parking, access and circulation have become problematic with customer lines trying to access the site backing up in both directions within the 29 Road right-of-way. The subject site provides a unique opportunity to preserve and expand the existing Dairy use west, providing the opportunity to alleviate the growing traffic and circulation issues and facilitating it being able to remain in the neighborhood. The site's location is well-served by transportation infrastructure, utilities, and other community facilities. As such, staff finds this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing Mr. Carei's Comprehensive Plan Amendment from Residential Medium

to Commercial and rezone from R-5 to C-1 requests, RZN-2020-739, for the property located at 2894 Presley Avenue, the following findings of fact and condition have been made:

On the request for an amendment to the Comprehensive Plan, the following findings of fact have been made:

1) The request has met one or more of the criteria in Section 21.02.130(c)(1) of the Zoning and Development Code.

2) The request is consistent with the vision, goals and policies of the Comprehensive Plan.

On the request for rezoning, the following findings of fact have been made:

1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.

2) The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Therefore, Planning Commission recommends approval of the requested Comprehensive Plan Amendment and Rezone requests.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

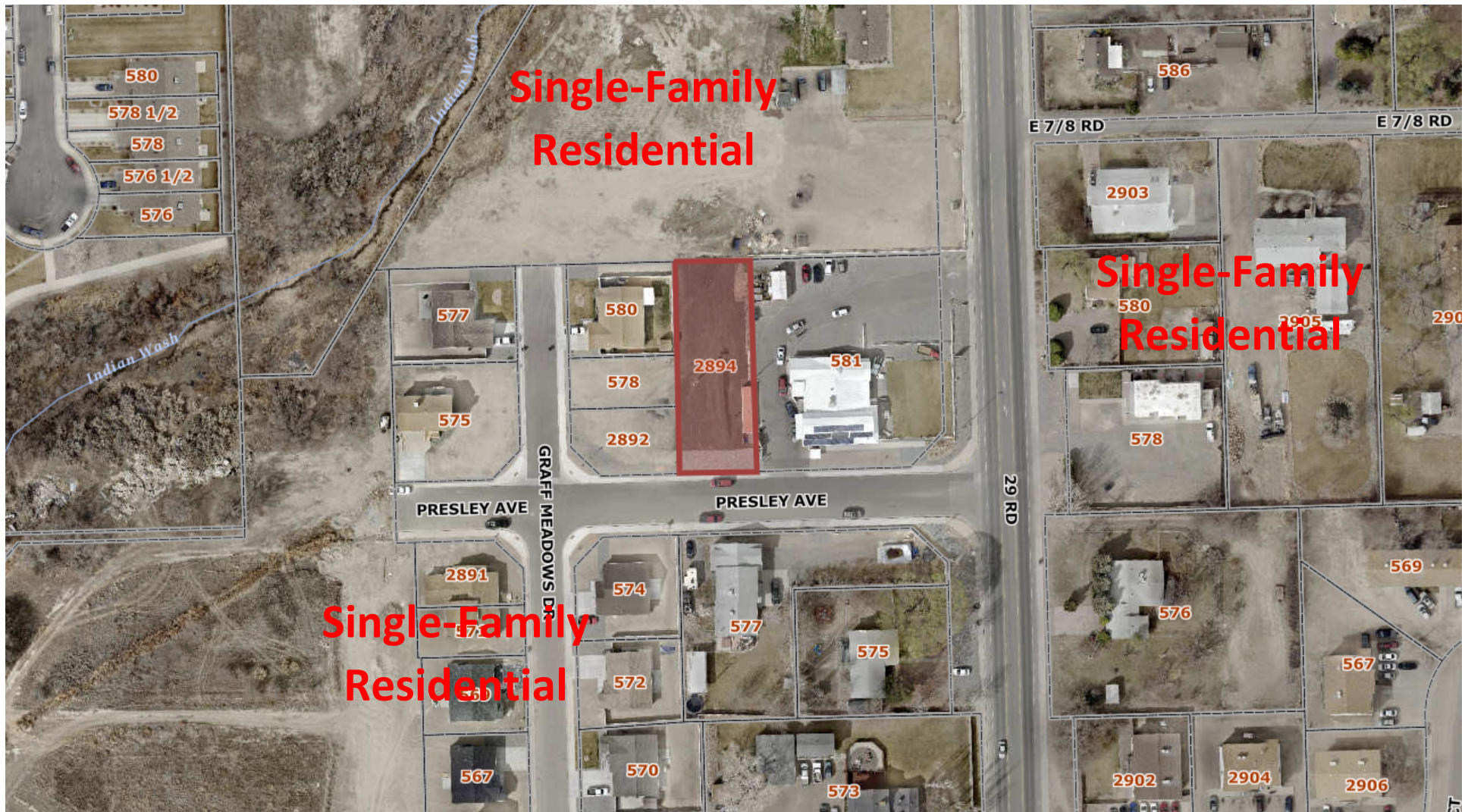
I move to (adopt/deny) Ordinance No. 5038, an ordinance amending the Future Land Use Comprehensive Plan designation from Residential Medium to Commercial and rezoning from R-5 (Residential 5 du/ac) to C-1 (Light Commercial) for the property located at 2894 Presley Avenue on 0.267 acres on final passage and order final publication in pamphlet form.

Attachments

1. Maps
2. ORD-Presley Avenue Combined CPA Zoning Ordinance 101421

Exhibit 1

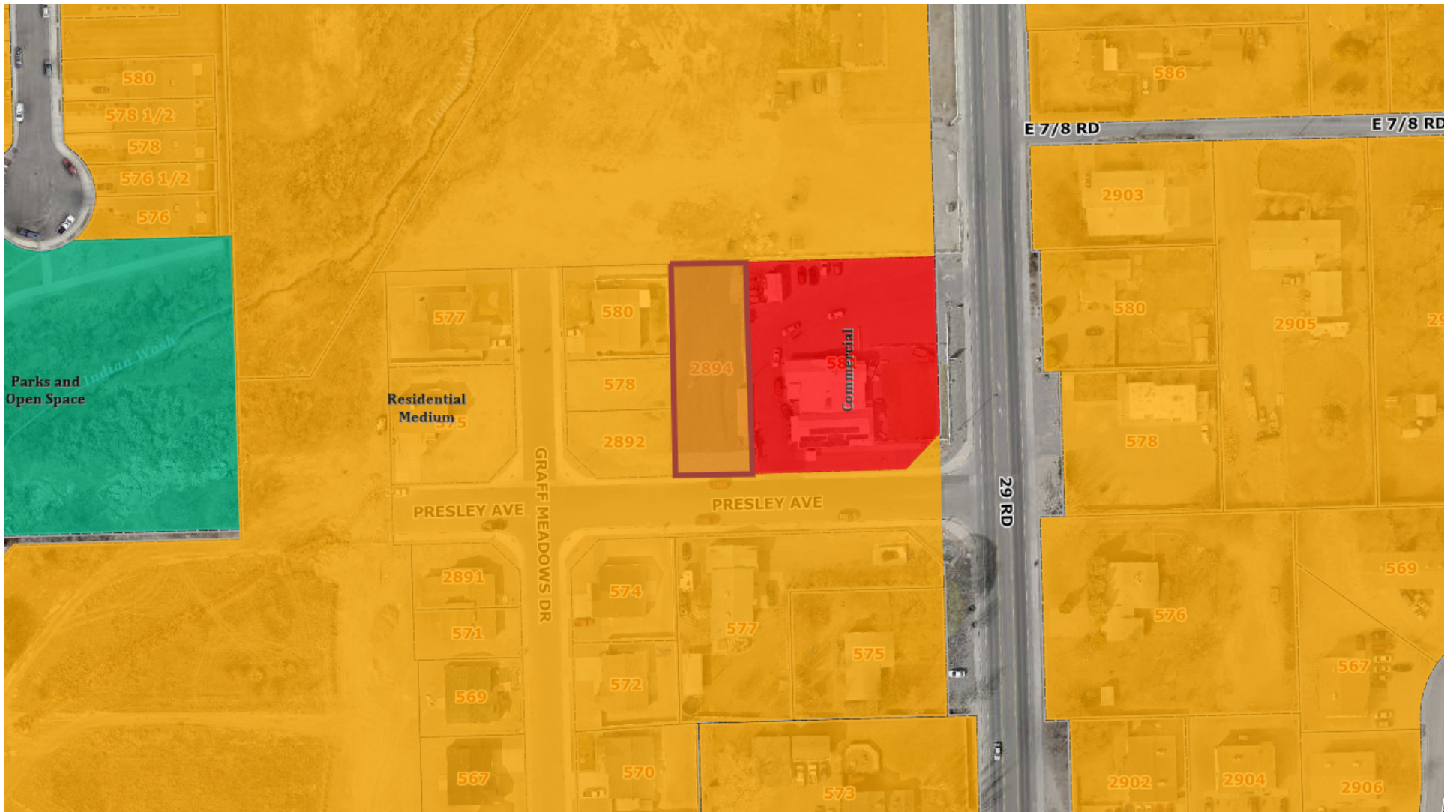
Location Map



**Location Map
(Broader View)**



Future Land Use Map



Zoning Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CITY OF GRAND JUNCTION COMPREHENSIVE
PLAN LAND USE MAP FROM RESIDENTIAL MEDIUM (5.5 -16 DU/ACRE) TO
COMMERCIAL AND REZONING FROM R-5 (5 DU/ACRE) TO C-1 (LIGHT
COMMERCIAL) ZONE DISTRICT THE PROPERTY LOCATED AT 2894 PRESLEY
AVENUE, GRAND JUNCTION, COLORADO**

Recitals:

The property owner, Darin Carei, proposes an amendment to the Comprehensive Plan Land Use Map from Residential Medium (5.5 – 12 du/ac) to Commercial and a rezone from R-5 (Residential – 5 du/ac) to C-1 (Light Commercial) on a total of 0.275-acres, located at 2894 Presley Avenue.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of amending the Comprehensive Plan Future Land Use designation for the Property from Residential Medium (5.5 – 12 du/ac) to Commercial and recommended subsequent approval of changing the zoning from R-5 (Residential – 5 du/ac) to C-1 (Light Commercial) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Commercial of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that amending the Comprehensive Plan Land Use Map from Residential Medium (5.5 – 12 du/ac) to Commercial and rezoning from R-5 (Residential – 5 du/ac) to C-1 (Light Commercial) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, the City Council also finds that the C-1 (Light Commercial) zone district, is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following described property in the City of Grand Junction shall be re-designated as Commercial on the Land Use Map of the Comprehensive Plan and shall be zoned C-1 (Light Commercial) on the City zoning map:

Lot 1, Block 1 Graff Meadows Filing One, Reception 2870118, in the Northeast Quarter of Section 7, T1S, R1E, Ute Meridian, Grand Junction, Mesa County, Colorado.

Introduced on first reading this ____ day of _____, 2021 and ordered published in pamphlet form.

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

ATTEST:

Wanda Winkelmann
City Clerk

C.B. McDaniel
President of the City Council