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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 16, 2023
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Citizen Comments

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

Citizens have 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, August 16, 2023 or 4) submitting comments [online](#) until noon on Wednesday, August 16, 2023 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

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 July 31, 2023 Workshop
- b. Minutes of the August 2, 2023 Special Meeting Executive Session
- c. Minutes of the August 2, 2023 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Approving a Rezone for 1.22 Acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) Located at 3041 D Road by Laurel Cole - Habitat for Humanity and Setting a Public Hearing for September 6, 2023
 - ii. Introduction of an Ordinance Approving a Corridor Infill Incentive for the Kimball Residences by Kimball Acquisition, LLC and Setting a Public Hearing for September 6, 2023
 - iii. Introduction of an Ordinance Leasing Approximately 1.4 Acres of City Property to Kimball Acquisition, LLC Located near 919 Kimball Avenue and 1101 Kimball Avenue Grand Junction, Colorado and Setting a Public Hearing for September 6, 2023
 - iv. A Resolution of Intent of the City Council to and for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Adams Enclave Annexation of 0.23 Acres, Located at 2738 B $\frac{1}{4}$ Road, and Setting a Public Hearing for October 4, 2023
 - v. A Resolution of Intent to Annex to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Tallman Enclave Annexation of 23.35 Acres, Located at 241 27 $\frac{1}{4}$ Road, 239 27 $\frac{1}{4}$ Road, 237 27 $\frac{1}{4}$ Road, 235 27 $\frac{1}{4}$ Road, 232 27 $\frac{1}{4}$ Road, 240 27 $\frac{1}{4}$ Road, 2735 Highway 50, 2736 $\frac{1}{2}$ B $\frac{1}{4}$ Road, 2736 B $\frac{1}{4}$ Road and 2739 Highway 50, and Setting a Public Hearing for October 4, 2023

3. Agreements

- a. Intergovernmental Agreement (IGA) with Colorado Department of Transportation for 2nd Street Promenade Construction

4. Procurements

- a. Authorize the City Manager to Execute a Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing
- b. Purchase a River Rescue Boat from Raptor Design & Engineering, LLC in Belleville, PA
- c. City of Grand Junction Learning Center Parking Lot

5. Resolutions

- a. A Resolution Issuing a Revocable Permit to Bradley Dunevitz to Allow Two Existing Fences to Remain in the Road Right-of-Way on the East Side of a Property Located at 2045 N. 15th Street and the South Side of the Property in the Alley Right of Way
- b. A Resolution Authorizing City Manager to Submit a Grant Application to the U.S. Department of Transportation's FY 2023-2024 Multimodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 1/2 Road
- c. A Resolution to Vacate a 15-Foot Multipurpose Easement, to Partially Vacate a 20-Foot Multipurpose Easement, and to Partially Vacate a 60-Foot Public Utility Easement on a 5.26-Acre Parcel Located at 630 S 7th Street

REGULAR AGENDA

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

6. Discussion Items

- a. I-70 Interchange at 29 Road - Discussion Only

7. Procurements

- a. Approval to Purchase Office Clinic Space at 2525 N. 8th Street

8. Public Hearings

- a. Legislative
 - i. A Resolution Approving a Request by Goldberg Properties, Inc. for a Service Plan for the Western Slope Metropolitan District Including 29.68 Acres Located at 766 24 Road and Properties identified by Parcel Nos. 2701-332-00-028 and 2701-332-00-027 and Approving a Funding Agreement, Funding Covenant and a Resolution Authorizing the Execution of the Funding Agreement on Certain Conditions
 - ii. An Ordinance Amending the Grand Junction Municipal Code (GJMC) Concerning City Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee has been Paid in Connection with

the Boundaries of the Western Slope Metropolitan District, Grand Junction, Colorado

- iii. An Ordinance Amending the Charter Regarding Council Salaries on the Election Ballot for the Special Municipal Election to be Held November 7, 2023
- iv. An Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 up to 99 Years on the Election Ballot for the Special Municipal Election to be Held November 7, 2023
- v. An Ordinance Amending the Wastewater System of the Grand Junction Municipal Code (GJMC) Section 13.04.140 Building Sewer - Separate Sewer Required for each Building - Exception and Setting

9. Resolutions

- a. A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 7, 2023, Two Measures to Amend the City Charter, and Other Details Relating Thereto and to Ask Voters One Question for Approval to Enter into Debt for a 29 Road and I-70 Interchange

10. 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.

11. Other Business

12. Adjournment

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY JULY 31, 2023

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman, and Mayor Anna Stout.

Staff Present: City Manager Greg Caton, City Attorney John Shaver, Director of Public Works Trent Prall, Director of General Services Jay Valentine, Finance Director Jodi Welch, Director of Parks and Recreation Ken Sherbenou, Recreation Superintendent Emily Krause, Assistant to the City Manager Johnny McFarland, City Clerk Amy Phillips, and Deputy Clerk Janet Harrell.

1. Discussion Topics

a. Purchasing Policy Update

On January 19, 2023, City Council listened to concerns from the Western Colorado Contractors Association (WCCA) and the Grand Junction Area Chamber of Commerce. At issue was a piece of equipment, a GOMACO concrete laydown machine, and the fact that the City is using this equipment to complete 9.2 miles of trail "in-house".

A claim was made in this meeting that City staff did not follow policy when deciding to do the self-performance of this project, specifically citing City Purchasing Policy Section 18. This Section, however, was written to guide decisions pertaining to the City divesting/privatizing an entire function of the City and not guiding decisions of self-performance.

Because of this, staff has drafted a potential self-performance policy that could be incorporated into the City's Purchasing Policy and Procedures Manual. This draft policy recognizes the importance of competitive bidding for projects. However, the City Manager may assign City employees to construct public improvements in certain situations when the estimated cost of the project is less than the amount stated in the policy. This amount will be established following discussion with City Council.

Staff is requesting an inclusion to the Purchasing Policy that will define the guidelines for City staff to self-perform certain projects.

Discussion ensued concerning whether to establish a specific numerical threshold or create broader categories like "capital projects" and "maintenance" to give staff more discretion in decision-making. Some Councilmembers expressed preference for a numerical threshold in the range of \$750,000 to \$1,000,000, while others advocated for using broader categories like "capital projects" to allow staff more flexibility. The Council recognizes the importance of having a policy in place but also acknowledges the need for further discussion and consultation with stakeholders. The idea of a sunset provision was advanced, which would mean revisiting and reevaluating the policy after a specific period to determine if any changes or adjustments are

needed. Council's goal is to strike a balance between transparency, efficiency, and responsiveness to different economic conditions and avoiding unintended consequences, such as cost escalations.

They also discussed the possibility of indexing the threshold for inflation and suggest revisiting the policy periodically to make necessary adjustments. City Manager Caton raised concerns about staff being held accountable if engineering estimates run lower than the actual cost of the finished project which has exceeded the policy threshold.

Discussion concluded with concerns regarding how to include administrative salaries and overhead costs in the bids. There was agreement that some level of overhead cost should be included, but the challenge is to determine a fair and realistic number. The goal is to find a percentage that reasonably reflects the actual administrative cost incurred for each project without artificially inflating it. The Council agreed additional discussion is need for a more thorough examination to ensure a fair inclusion of administrative costs in the bids.

b. Emerson Skate Park

The City has hired Team Pain, a renowned designer with over 300 highly successful skate parks throughout the country, to develop a concept design and associated cost estimates for a skate park as the central feature in a fully renovated Emerson Park. The design was presented to City Council to show what a potential skate park at Emerson Park would look like, how it would function and the associated costs. The primary project objectives are two-fold; reactivation of an antiquated park that provides minimal public benefit currently, and a way to more effectively meet the needs of a user group who has seen minimal improvement to facilities in a couple of decades.

As one of the City's four original historic parks, Emerson has a long history in the community. Beyond the benefit of a beautiful mature tree canopy, there is currently minimal use of Emerson Park for public recreation purposes. There is a large playground structure which receives no use and a restroom facility that is the site of frequent vandalism and other activities that results in a high amount of maintenance work for City staff.

Starting back in 2021, leaders of the skate park community began meeting quarterly with Parks & Recreation staff. These meetings revealed a strong need for improved skating and other wheeled sports facilities. The community has two skate parks over 20 years old, at Westlake Park and at Eagle Rim Park, both of which provide outdated features. A renovated Emerson Park with the skate park as the central feature is a high-priority, short-term project listed in the 2021 Parks, Recreation, and Open Space Master Plan.

Over the last several months, Team Pain has led an in-depth public engagement effort including two community meetings, an in-depth survey with over 150 responses from current skaters, as well as numerous focus group meetings to understand the current gaps and the best way to fill those gaps from a skate park amenities perspective. The result of that work was produced in the concept design displayed at the workshop.

The design includes a 16,000 square foot street plaza area and several bowls, meeting the community's desire for a pro-level bowl and intermediate and beginner flow bowls. The park will also have 14 parking spaces, and the design considers safety and visibility. The team worked closely with the community and received positive responses from 147 survey respondents.

There was a question about the restroom, which will be a portable steel corrugated structure with an enclosure, and it is a common practice in skate parks. This type of restroom is easier to maintain and can be locked up at night, making it a better choice for the site. The park design also includes other amenities like trash cans, benches, water fountains with double bottle fillers, and landscaping to beautify the area.

The presentation highlighted that the park would have sufficient parking space, and efforts were made to preserve mature trees along the park's edge.

Overall, the concept design received positive feedback from Council, and Council is excited about the project's progress.

c. City Election

• Charter Amendment for Affordable Housing Leases

Council discussed an ordinance to present to the City voters to change the City Charter to allow the City to lease City property for up to 99 years for affordable housing. Increasing the possible lease term from 25 up to 99 years will benefit the public by allowing the highest and best use of certain property and, in turn, contribute to reducing the shortage of affordable housing in the community. Voter approval of the ballot question will only change the possible lease term for affordable housing on City property now owned or after-acquired.

Pursuant to 151 of the Grand Junction City Charter, the Charter may be amended at any time in the manner provided by Article XX of the Constitution of the State of Colorado. On July 10, 2023, Staff presented to City Council that the Charter provision limiting leases of public property to a term of 25 years may be unduly restrictive for the possible use of City property for affordable housing. Especially as it pertains to new funding opportunities like Proposition 123, this limits the ability to implement Housing Strategy 6. Raising the lease term allows the highest and best use of certain property and in turn contributes to reducing the shortage of affordable housing in the community.

Council requested that “workforce housing” be added to the amendment and to remove specific location addresses.

• Council Salaries

This item continued discussion on a ballot measure to ask voters to increase City Council salaries. In 1999, Section 38 of the City Charter was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. If amended, the salary

increase would not become effective until 2025. The proposed ballot question, if approved by the voters, would also provide for the City Council, as allowed by the City's health insurance, to purchase insurance coverage under the City's policy(ies).

Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at any time in the manner provided by Article XX of the Constitution of the State of Colorado.

The proposed ballot question, if approved by the voters, would also provide for an index, the Denver-Boulder-Greeley consumer price index (CPI), to be applied annually to adjust by ordinance the Council and President of the Council salaries by application of the CPI.

Adoption of the Ordinance and the proposed ballot question to amend the City Charter, will provide City voters the opportunity to determine if the proposed changes would be in the best interest of the City.

The question of when the next opportunity to vote on this matter would be if not this November, was reported as either November of 2024 or April of 2025.

Some Council members stated favor for a gradual increase over ten years, while others believe a higher amount is needed to attract a diverse range of candidates and make the Council position more accessible to a broader demographic. It was also noted that if the \$1500 a month for Councilmembers and \$2000 a month for the Mayor is approved, the increase would be for those elected in April of 2025 and after; however, the insurance provision would begin on January 1, 2024.

Discussion touched on the importance of educating the public about the reasons behind the salary increase and the value of the Council's work and service to the community.

Council grappled with the challenge of finding a balance between making the Council position more attractive, while being mindful of the public's perception and ensuring a fair and equitable process.

• I-70 Interchange at 29 Road Update

This agenda item was to discuss the status of the I-70 Interchange at 29 Road and potential issuance of transportation bonds.

The I-70 Interchange at 29 Road and the issuance of transportation bonds as a potential funding source for this project would require voter approval. To maximize voter approval, the City would ask City residents to approve the debt for the proposed project, with an agreement that the County would fund half of the annual debt back to the City annually for 30 years. Due to TABOR restrictions, this would be a moral obligation and dependent on the County annual appropriation for its budget.

An interchange at 29 Road has been identified since the 1990s in many local and regional plans to enhance local and regional connectivity, as part of a larger plan to provide connections in and around Grand Junction. The proposed interchange improvements, in coordination with other

regional improvements, have been envisioned to complete the transportation loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity. It will also improve access to I-70 by providing transportation infrastructure needed to accommodate planned land use surrounding I-70, and specifically, the future Matchett Park and the associated Community Recreation Center and regional traffic demands.

Some of the efforts to evaluate and further develop an interchange at 29 Road have included the following.

1999	Identified the need for an I-70 interchange in northeast Grand Junction.
2018	Studied benefits and potential environmental impacts of a 29 Road interchange
	Positioned the City and County for future state and federal funding opportunities.
2022	Developed vision and goals for future design concepts with local governments.
	Built consensus and documented key issues and opportunities with business, school, economic development, airport, and planning organizations.
2023	Analyzing and presenting potential interchange configurations for community input.

Continuation of these efforts is in process to complete the additional analysis necessary, develop a preliminary and final design, and secure funding for construction. The construction of the I-70 Interchange at 29 Road, and the associated road improvements along 29 Road between I-70 and Patterson Road were most recently estimated at \$80 million. The City of Grand Junction and Mesa County have a long history of working together to find solutions to funding a project of this magnitude, which may include the issuance of debt.

The project is to enhance the eastern Grand Valley transportation network between the I -70 Business Loop East Interchange and Horizon Drive Interchange to improve local and regional connectivity, provide enhanced access to planned land use surrounding I-70 in Grand Junction, provide improved local and regional connectivity by addressing limited regional transportation network connectivity with access to/from I-70 between I-70 Business and Horizon Drive interchanges and extending the functional longevity of the existing transportation system connecting to I-70.

Council's main concern was assurance from the County that it would honor the 30-year moral obligation.

2. City Council Communication

Councilmember Kennedy asked about placing Council Policies, which is on the TBD workshop schedule, on a future workshop. Mayor Pro Tem Herman asked if Council would support Rural Philanthropy Days request to be held in Grand Junction; Council agreed. Councilmember Beilfuss asked if there could be some streamlining of regulations for vacating land, and

Councilmember Reitz asked if he could have approval to talk to Diane Schwenke to head-up a committee to garner support for the Charter amendment regarding the 99yearlease option; Council approved.

The Mayor reported that she has been asked to be part of the Colorado delegation to go to Santiago Chile in October 24-28 for the Biennial of the Americas Summit, and that she would officially announce her candidacy for Colorado's 3rd Congressional District August 1st.

The Mayor asked for one volunteer to serve with Councilmember Beilfuss on interviews for the Commission on Arts and Culture, and one volunteer to serve with the Mayor for interviews for Visit Grand Junction. Councilmember Kennedy volunteered for both.

Next Workshop Topics

City Manager Caton reported the items for the August 14, 2023 Workshop will be:

- b. Zoning and Development Code
- c. Orchard Mesa Recreational Facility
- d. Counseling Education Center

3. Adjournment

There being no further business, the Workshop adjourned at 9:02 p.m.

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

City Hall Administration Conference Room

August 2, 2023

Call to Order

Council President Anna Stout called the Special Meeting of the Grand Junction City Council to order at 4:34 p.m. on the 2nd day of August 2023.

Councilmembers Beilfuss, Kennedy, Nguyen, Reitz, Simpson, Council President *pro tem* Herman and Council President Stout were present.

Also present were City Manager Caton, City Attorney Shaver, Finance Director Jodi Welch, General Services Director Jay Valentine, Public Works Director Trent Prall, and Senior Planner David Thornton. There was no public in attendance.

Executive Session

Councilmember Reitz moved and Councilmember Kennedy seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTION 24-6-402(4)(e)(I) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO AN ECONOMIC DEVELOPMENT INCENTIVE(S) FOR A POSSIBLE DEVELOPMENT PROJECT LOCATED AT/NEAR 24 ROAD AND I-70, GRAND JUNCTION, COLORADO.***

With a unanimous vote the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in City Hall Administration Conference Room.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Councilmember Nguyen seconded a motion to adjourn the Executive Session. The motion passed 7-0.

Adjournment

Without objection to the form or content of the Executive Session and there being no further business, Council President Stout adjourned the Executive Session at 5:21 p.m.

Amy Phillips
City Clerk



GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

August 2, 2023

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 2nd day of August 2023 at 5:34 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, Council President Pro Tem Abe Herman, and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, Finance Director Jodi Welch, and Housing Manager Ashley Chambers.

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

Citizen Comments

Bruce Lohmiller spoke of housing the houseless in hotels, and that the Veterans Art Center needs funding for their urgent needs list.

City Manager Report

City Manager Caton had no report.

Council Reports

Councilmember Kennedy attended the Grand Junction Regional Center Welcome Home Event, took a tour of the Redlands 360 Project, attended St. Mary's Open House for their Robotics Surgical Unit, the Landlord's Symposium, Museum of the West's Board Meeting, the Colorado Commission on Higher Education event, and the Forestry Board Meeting.

Councilmember Beilfuss attended the Homeless Coalition meeting, the Western Colorado Alliance Housing Committee meeting, Colorado Commission on Higher Education event, the Commission on Arts and Culture meeting, the Historic Preservation Board meeting, Coffee with Colorado Mesa University President John Marshall, volunteered with the Business Art Mentorship, and met with Scott Brayden with Colorado Wildlands Project, and with several Homeless Housing Advocates.

Councilmember Simpson attended the Business Incubator meeting and lauded the new Chief Executive Officer Dalida Bolig and gave an update on the Riverview Technology Corporation.

Council President Pro Tem Herman said he and Councilmember Reitz hosted a National Night Out and thanked the Grand Junction Police Department officers who attended.

Councilmember Nguyen said that Grand Valley Transit has Fare Free August.

CONSENT AGENDA

1. Approval of Minutes

- a. Minutes of the July 10, 2023 Special Meeting Executive Session
- b. Summary of the July 10, 2023 Special Workshop
- c. Summary of the July 17, 2023 Workshop
- d. Minutes of the July 19, 2023 Special Meeting Executive Session
- e. Minutes of the July 19, 2023 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending the Wastewater System Code Section 13.04.140 Building Sewer - Separate Sewer Required for each Building - Exception and Setting a Public Hearing for August 16, 2023
 - ii. Introduction of an Ordinance Amending the Grand Junction Municipal Code (GJMC) Concerning City Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee has been Paid in Connection with the Boundaries of the Western Slope Metropolitan District, Grand Junction, Colorado and Setting a Public Hearing for August 16, 2023
 - iii. Introduction of an Ordinance Amending the Charter Regarding Council Salaries on the Election Ballot for the Special Municipal Election to be Held November 7, 2023 and Setting a Public Hearing for August 16, 2023
 - iv. Introduction of an Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 up to 99 Years on the Election Ballot for the Special Municipal Election to be Held November 7, 2023 and Setting a Public Hearing for August 16, 2023

3. Resolutions

- a. Grand Junction Fire Department/Clifton Fire Protection District Cooperative Services
- b. A Resolution to Purchase Property for Fire Station 7

Councilmember Reitz moved and Councilmember Nguyen seconded to adopt the Consent Agenda Items 1 – 3. Motion carried by unanimous voice vote.

REGULAR AGENDA**An Ordinance for Supplemental Appropriation for the Community Recreation Center and the E911 Communication Center**

The budget was adopted by the City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required for spending authorization for the Community Recreation Center (CRC) design contract authorized by City Council on July 5, 2023, and for upgrading microwave equipment at the Communication Center's E911 communication towers.

Finance Director Jodi Welch presented this item.

Conversation ensued regarding whether these items were previously budgeted. They were budgeted in 2024 and are being moved up due to the Communications Center's upgrade being accelerated.

The public hearing opened at 5:56 p.m.

There were no public comments.

The public hearing closed at 5:56 p.m.

Councilmember Kennedy moved and Council President Pro Tem Herman seconded to adopt Ordinance No. 5166, an ordinance making supplemental appropriations to the 2023 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2023, and ending December 31, 2023 on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

A Resolution Making a Commitment to Increase Affordable Housing Units Consistent with State of Colorado Proposition 123 and a Resolution Amending Resolution Nos. 48-22 and 97-22 the Grand Junction Housing Goals and Affordable Housing Definitions

The purpose of these Resolutions is to file a commitment with the Colorado Division of Housing to increase affordable housing stock in Grand Junction and to align the City's affordable housing goals and affordability definitions with Proposition 123 requirements.

Housing Manager Ashley Chambers presented this item.

There was discussion regarding ramifications of not meeting the stated goal, the inclusion of naturally occurring affordable housing units, and how those units are only counted one time, as a baseline during the three-year commitment.

Councilmember Reitz stated he supported this resolution.

Conversation ensued regarding the increasing number of municipalities opting in to qualify for 123 funds, (non-profits within the municipalities cannot apply for funds without their municipality opting in), and that this is a competitive process to get funds (although DOLA is looking at a regional appropriation approach for distributing funds). The question was asked if the ballot issue for 99-year leases doesn't pass, would the money still be accessible; land banking is the only program that has released significant details and may not be accessible to the City without that ballot item passing.

The public comment period opened at 6:08 p.m.

There were no comments.

The public comment period closed at 6:08 p.m.

Council President Pro Tem Herman moved, and Councilmember Reitz seconded to adopt Resolution No. 64-23, a resolution authorizing the City Manager to file a commitment with the Colorado Division of Housing to increase affordable housing stock in Grand Junction. Motion carried by unanimous roll call vote.

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to adopt Resolution No. 65-23, a resolution amending Resolution Nos. 48-22 and 97-22 the Grand Junction Housing Goals and Affordable Housing Definitions for affordable for sale and for rent units in the City of Grand Junction, Colorado. Motion carried by unanimous roll call vote.

A Resolution Authorizing Payment for the Acquisition of Real Property Located in the City of Grand Junction, Colorado for Four Units of Affordable Housing in Accordance with Resolution No. 30-23 Establishing the Land and Building Acquisition Program and Ratifying Actions Heretofore Taken and Directing Further Actions in Connection Therewith

This Resolution authorizes the contractual purchase of \$300,000 for a four-unit residential property with City assistance through the Land and Building Acquisition Program consistent with Resolution No. 30-23 utilizing American Rescue Plan Act (ARPA) funds.

Housing Manager Ashley Chambers presented this item.

Comments were made expressing the value of getting four units for the price and gratitude to Hilltop for their service.

The public comment period opened at 6:16 p.m.

There were no public comments.

The public comment period closed at 6:16 p.m.

Councilmember Kennedy moved and Councilmember Nguyen seconded to adopt Resolution No. 66-23, a resolution authorizing payment for the acquisition of real property located in the City of Grand Junction, Colorado for four units of affordable housing in accordance with Resolution No. 30-23 establishing the Land and Building Acquisition Program, and ratifying actions heretofore taken and directing further actions in connection therewith. Motion carried by unanimous voice vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Simpson requested a separate fund for housing expenditures be created for 2023 apart from the general fund where it is currently. There was not sufficient support from Council for this request.

Councilmember Reitz asked about the next step for American Rescue Plan Act funds and was informed the Counseling Education Center and Riverside Educational Center are scheduled for future workshops.

Adjournment

The meeting adjourned at 6:23 p.m.

Amy Phillips, CMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 16, 2023
Presented By: Jessica Johnsen, Senior Planner
Department: Community Development
Submitted By: Jessica Johnsen, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Approving a Rezone for 1.22 Acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) Located at 3041 D Road by Laurel Cole - Habitat for Humanity and Setting a Public Hearing for September 6, 2023

RECOMMENDATION:

The Planning Commission heard this request at the July 25, 2023 meeting and voted (5-0) to recommend approval.

EXECUTIVE SUMMARY:

The Applicant, Laurel Cole is requesting a rezone to R-12 (Residential - 12 du/ac) for approximately 1.22 acres of land located at 3041 D Road. The zone district of R-12 is consistent with the Residential Medium Land Use category of the Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

The Applicant is requesting an R-12 zone district (Residential - 12 du/ac). The property is currently zoned as R-5 (Residential - 5 du/ac). The proposed zone district of R-12 is consistent with the Residential Medium category of the Comprehensive Plan.

Surrounding zoning is R-8 (Residential - 8 du/ac) within City limits along with county properties zoned for residential under a planned development. The subject property and all surrounding properties have a Land Use designation of Residential Medium. The Applicant is requesting a rezone to R-12, which would increase the number of homes able to be built on the property, assisting with the management of Grand Junction's growth and demand for housing.

Any future development on the property would be required to go through a formal review process and would be required to meet the standards associated with the

approved zone district.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held at 3041 D Road on February 8, 2023, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were three neighbors in attendance, in addition to City staff, the property owner and their representative.

Notice was consistent with the provisions in Section 21.02.080(g) of the City's Zoning and Development Code. The subject property was posted with an application sign on July 14, 2023. Mailed notice of the public hearings before the 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 July 13, 2023. The notice of the Planning Commission public hearing was published July 16, 2023 in the Grand Junction Daily Sentinel.

Public comment was also received in an online hearing between July 18, 2023 and July 24, 2023 through the GJSpeaks.org platform.

ANALYSIS

The criteria for review are set forth in Section 21.02.140 (a) and includes 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

The property owners have requested to rezone the property to R-12, which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 12 du/ac). The current zoning, R-5, is within the range of allowable zone districts for the Residential Future Land Use Designation, as is the proposed R-12 zone district. As such, there are no identified subsequent events that have invalidated the original premise of R-12 being able to implement the 2020 Comprehensive Plan. Therefore, the staff find that this criterion has not been met.

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

The Applicant is requesting an allowable zone district that is consistent with the density range allowed by the Residential Medium category. The character and/or condition of the area has not changed in recent years as the adjacent residential properties are currently zoned R-8 and the requested zone district is compatible with the Comprehensive Plan designation. The staff is unable to identify any apparent change of character and/or condition and 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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-12 zone district. Clifton Water and sanitary sewer are presently available to the site on D Road, as well as water services on Wedgewood Ave. The property can be served by Xcel Energy natural gas and electricity. Pear Park Elementary School is approximately one half mile to the north, Grand Mesa Middle School is approximately two miles to the northeast, and Grand Junction High School is approximately 1.75 miles to the northeast. Las Colonias Park is approximately three miles to the southwest. One half mile away is North Avenue, a busy corridor containing many commercial retail centers, medical and professional offices, convenience stores with fuel sales, restaurants, commercial businesses, and grocery stores. In general, staff have found public and community facilities are adequate to serve the type and scope of the residential land use proposed. As such, staff finds this criterion has been met.

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

There is limited property north of D Road in the Pear Park neighborhood that has been incorporated into the City. What does exist in this area is mostly residential with a mix of R-8 (City of Grand Junction zoning district), and residential Mesa County zoning of RSF-R (Residential Single Family - Rural District) and PUD (Planned Unit Development) districts. Looking further out from the immediate area, there is approximately 86 acres of R-8 zoning between 30 ¼ Road and 31 Road and north of D Road, plus approximately 8 acres just south of D Road (adjacent to the subject property). Therefore, the staff finds this criterion has been met.

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

The entire Grand Junction community benefits from this proposed request because the requested zone provides an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of the growing community. The rezone criteria provide that the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan.

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of the relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The proposed rezone to R-12 (Residential – 12

du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Land Use Plan: Relationship to Existing Zoning

- Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
- The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Medium. As outlined in the background section of this staff report, the R-12 zone district implements the Residential Medium designation.

Plan Principle 3: Responsible and Managed Growth

- **Where We are Today (and Where We are Going) – The One Grand Junction** Comprehensive Plan raises concerns about an increasing population that may be outpacing available services. The focus on growth has been infill and redevelopment that take advantage of existing infrastructure. Future growth will need to minimize leap-frog development and prioritize infill.
- **How We Will Get There – Responsible and managed growth** requires that growth occurs where infrastructure already exists.

Plan Principle 3.1.b. *Intensification and Tiered Growth*

- The subject property is located within the Tier 2 – Suburban Infill tier as identified in the City's Growth Plan. Rezoning to R-12 opens up opportunities for more compact development and medium density uses in an area that the 2020 Comprehensive Plan identifies as a priority for infill. As stated in the 2020 Comprehensive Plan, development of parcels located within Tier 2 will provide development opportunities while minimizing the impact on infrastructure and City services. Rezoning to R-12 may help direct any potential future medium-density development to an area that has adequate public infrastructure and amenities to accommodate that growth.

Plan Principle 4: *Strong Neighborhoods and Housing Choices*

- **Where We are Today (and Where We are Going) – Housing** within the City of Grand Junction is in crisis. The majority of the existing stock is single-family homes, with little of other product types. This principle outlines how, in the decade preceding its adoption, the City saw an increase of over 70 percent in the cost of for-sale housing and more than 50 percent of renters are cost-

burdened. To address these issues, more units are needed, and those units must be diverse.

- How We Will Get There – The City of Grand Junction has an inadequate supply of land for affordable housing. Therefore, increasing the density of the property will increase the supply of medium-density, single-family homes. The R-12 zone district allows for those housing options to be built.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the John H Hoffman Filing 4, RZN-2023-230, rezoning one parcel totaling 1.22 acres from R-5 (Residential - 5 du/ac) to R-12 (Residential - 12 du/ac) for the property located at 3041 D Road, the following findings of fact have been made:

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

The Planning Commission heard this request at the July 25, 2023 meeting and voted (5-0) to recommend approval of the request.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning approximately 1.22 acres located at 3041 D Road from an R-5 (Residential - 5 du/ac) zone district to an R-12 (Residential - 12 du/ac) zone district, City File Number RZN-2023-230, and set a public hearing for September 6, 2023.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Site Maps
3. Exhibit 3 - Neighborhood Meeting Notes
4. ORD-Habitat Lot 1 R12 20230804



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: Rezone

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

Existing Land Use Designation: Residential Medium 5.5-12

Existing Zoning: R-5

Proposed Land Use Designation: Residential Medium 5.5-12

Proposed Zoning: R-12

Property Information

Site Location: 3041 D Road, Grand Junction, CO, 81504

Site Acreage: Approx. 1.22 Acres

Site Tax No(s): 2943-212-03-001

Site Zoning: R-5

Project Description:

Property Owner Information

Name: Habitat for Humanity of Mesa

Street Address: PO Box 4947

City/State/Zip: Grand Junction, CO

Business Phone #: (970) 255-9850

E-Mail: lcole@hfhmesa.org

Fax #: _____

Contact Person: Laurel Cole

Contact Phone #: (970) 255-9850

Applicant Information

Name: Habitat for Humanity of Mesa

Street Address: PO Box 4947

City/State/Zip: Grand Junction, CO

Business Phone #: (970) 255-9850

E-Mail: lcole@hfhmesa.org

Fax #: _____

Contact Person: Laurel Cole

Contact Phone #: (970) 255-9850 x:206

Representative Information

Name: Darah Galvin

Street Address: 1015 N 7th St

City/State/Zip: Grand Junction, CO

Business Phone #: (970) 210-7289

E-Mail: darah@brayandco.com

Fax #: _____

Contact Person: Darah Galvin

Contact Phone #: (970) 210-7289

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

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

Signature of Person Completing the Application: _____

Date: 2/23/23

Signature of Legal Property Owner: _____

Date: 2/27/23

Site Map



0 0.01 0.03 mi

Printed: 7/10/2023
1 inch equals 47 feet
Scale: 1:564
Packet Page 24

Vicinity Map



0 0.05 0.1
mi

Printed: 7/17/2023
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 25

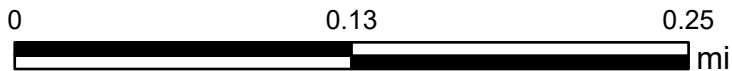
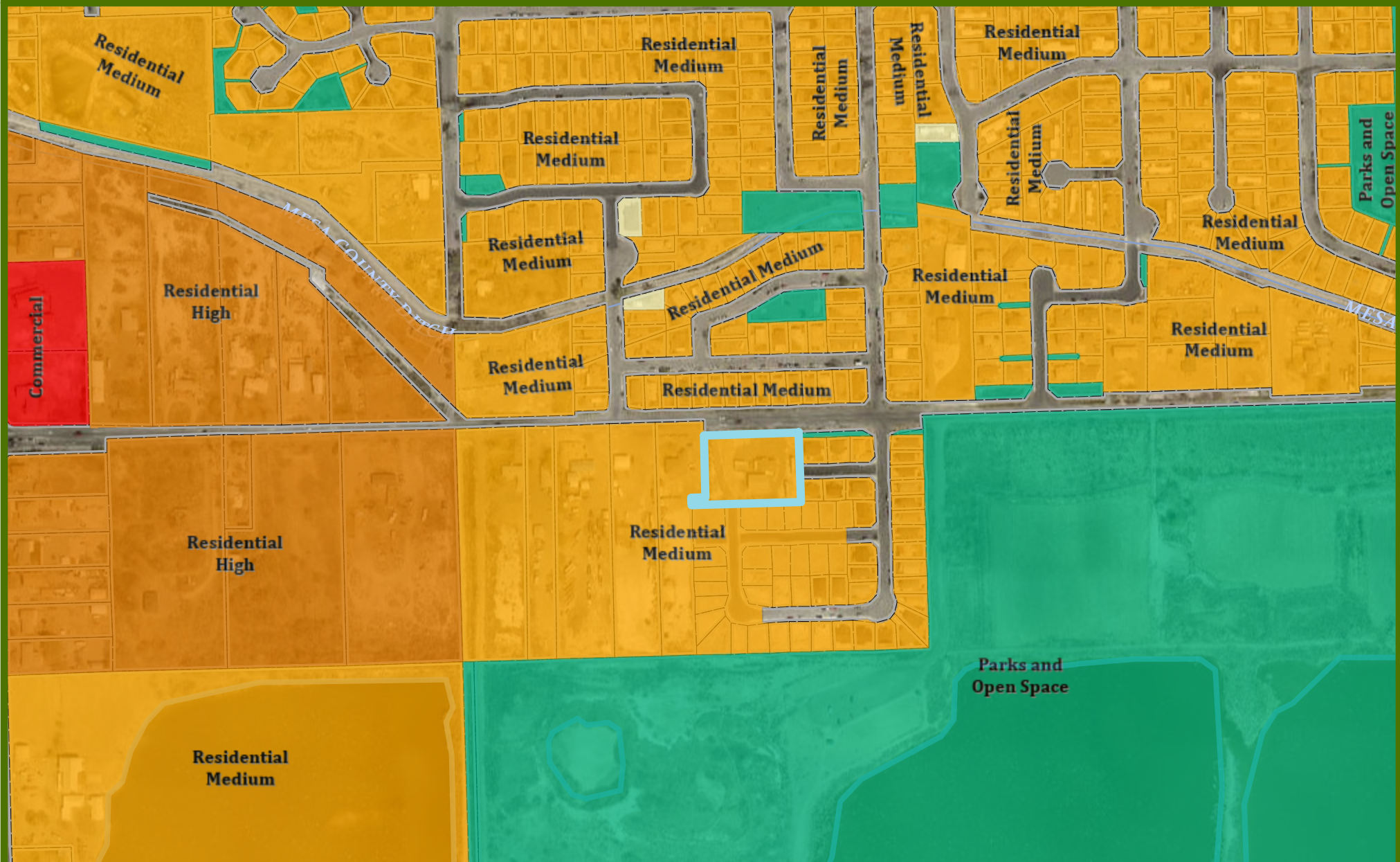
Zoning Map



0 0.05 0.1
mi

Printed: 7/10/2023
1 inch equals 188 feet
Scale: 1:2,257
Packet Page 26

Comprehensive Plan - FLU Map



Printed: 7/13/2023
1 inch equals 376 feet
Scale: 1:4,514
Packet Page 27

John H Hoffman Subdivision Filing 4, 3041 D Road REZONE Neighborhood Meeting
(Parcel 2943-212-03-001)

February 22, 2023 @5:30
3041 D Road- Habitat Construction Staging Area

A neighborhood meeting for the above referenced rezone was held Wednesday February 22, 2023 at 3041 D Road at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on February 8th, 2023, per the mailing list received from the City of Grand Junction. There were 7 attendees including Darah Galvin, Project Coordinator with Bray Development, Kristen Ashbeck, Planner with the City of Grand Junction, and Laurel Cole representing Habitat for Humanity. There were 3 neighbors in attendance.

The meeting began at approximately 5:30 PM. Darah Galvin introduced herself and the property, that the existing R-5 zoning was both less than all surrounding areas, and not consistent with the 2020 Comprehensive plan future land use of Residential Medium, and that a zone of R-12 was being requested. She explained that there was no concept plan developed at this time, but it would continue to be homes developed in the Habitat model: mainly volunteer labor, but with sub-contractors doing the work where needed.

Kristen Ashbeck reassured the neighbors that the proposed R-12 zone was within the future land use, and within the City's Comprehensive Plan. She then explained the rezone process further, informing the neighbors that they would be notified 2 additional times for the rezone, and once more for the actual development application.

There was a question about what type of housing would be on the property and if there were any comparable areas/developments. Ms. Galvin told the neighbors that they would still be single family units, just attached units, and brought up 2 properties along D Road that contained similar products. A question was brought up about timing and Ms. Galvin and Ms. Cole both talked on timing of the development being reliant on the speed of home construction for the existing filing. Ms. Cole explained how Habitat for Humanity builds based off of grants and donations, and that if they were to get a large grant that their production may go up.

A question about a connecting road to D road was brought up, but Ms. Ashbeck informed the neighbors that a new connection to D Road would be primarily based off of the Fire Department's requirements, and would be taken care of during the subdivision process.

A neighbor brought up a question about a small 20' "leg" of property, and what the plans are with it. Ms. Galvin reiterated that no plan was developed at this time, and that there would be further discussion about it during the subdivision process.

The meeting adjourned at approximately 6:01.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING LOT 1, ARNA HOFFMAN SUBDIVISION AT 3041 D ROAD FROM R-5 (RESIDENTIAL 5) TO R-12 (RESIDENTIAL 12)

Recitals:

Habitat for Humanity, the owner of Lot 1 of the Arna Hoffman Subdivision, approximately 1.22 acres located at 3041 D Road (Property), has applied to rezone the Property from R-5 (Residential – 5 du/ac) to R-12 (Residential – 12 du/ac).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (“Code”), the Grand Junction Planning Commission recommended the Property be rezoned to the R-12 (Residential – 12 du/ac) designation.

The Planning Commission found and has recommended that zoning the Property R-12 is consistent with the Code, the R-12 conforms to and is consistent with the Future Land Use Map designation of Residential, it supports the Comprehensive Plan’s goals and policies, and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council adopts the Planning Commission’s recommendation and finds that the R-12 (Residential 12 du/ac) zone district is in conformance with and satisfies at least one of the stated criteria of §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:

Lot 1, Arna Hoffman Subdivision is and shall be duly and lawfully zoned R-12 (Residential 12 du/ac) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this _____ day of _____, 2023 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2023 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of the City Council



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: August 16, 2023
Presented By: Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Introduction of an Ordinance Approving a Corridor Infill Incentive for the Kimball Residences by Kimball Acquisition, LLC and Setting a Public Hearing for September 6, 2023

RECOMMENDATION:

Staff recommends review and consideration of the incentive request.

EXECUTIVE SUMMARY:

On September 7, 2022, the City Council adopted Resolution No. 74-22 creating a new Corridor Infill Incentive and Formula for Calculating the Incentive. The resolution included specific corridors in and near downtown as well as in the Horizon Drive Overlay. The City received on February 13, a request by Kimball Acquisition, LLC to utilize the Level 5 - Corridor Infill Incentive for a 164-unit multi-family apartment project called Kimball Residences on 6.8 acres located at 919 and 1101 Kimball Avenue.

BACKGROUND OR DETAILED INFORMATION:

Consistent with the Administrative Procedures (Attachment C) of Resolution No. 74-22, the applicant has provided a complete application. Kimball Acquisition LLC is requesting the Incentive for the proposed Kimball Residences project located on 6.8 acres located at 919 and 1101 Kimball Avenue. A map of the property is attached. The applicant describes the project as similar to the Residences at Struthers and that the project will meet several City goals as "the residences will provide much needed housing for the current population. In addition, the project is ideal for energizing the redevelopment of the area and connecting the river to downtown. The City has developed community assets with an amphitheater, trail system, botanical garden, and more. The Kimball Residences will further expand this area and promote more development into a vibrant neighborhood."

The project includes five (5) residential buildings, three stories, with redevelopment of the Sugar Beet building being done by others. The total square footage of all five residential buildings is 168,360 sf and includes 24 studios, 77 1-bedrooms, and 63 2-bedrooms.

The applicant has submitted an application to the City for a Major Site Plan and has been assigned Plan No. SPN-2022-552. The developer anticipates 36 months to complete phased construction with the first buildings being delivered approximately 18 months after groundbreaking. The project will deliver new residential buildings until February 2027. The draft agreement sets a commencement date no greater than four months after City Site Plan approval and a completion deadline of 36 months after project Commencement, defined as the date of the beginning of physical construction.

The project developer is Kimball Residences, LLC from Aspen, Colorado. The company has completed over 100 projects, of which 25 have been completed with ANB bank, the proposed lender on the project. The company recently completed the 48-unit Struthers Residence project and is currently under construction on the 72-unit Farm at Market (F 1/2 Road and Market Street) project in Grand Junction. The company also recently completed a multi-family development in Fruita, CO.

Kimball Acquisition, LLC is requesting a Level 5 Incentive. The preliminary project budget includes a total project cost of \$51,891,864. The City has \$862,348.08 remaining in the 2023 budget to fund incentives. The applicant has requested the City utilize the remaining incentive budget for this project. Combined with an estimated \$715,000 in sales/use tax rebate, the total City incentive would equate to \$1,577,348.

**CORRIDOR INFILL CALCULATION
RESOLUTION 74-22**

	Private Investment Cost* *Not including land value	Incentive
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

In accordance with Resolution No. 74-22, an application found by the City in its sole discretion to be consistent with the purpose and applicability of the Corridor Infill Incentive and the demonstrated ability and capacity to perform will be recommended for funding.

Level 5 Incentive					
Projected Project Cost - \$51,891,864				Fee Incentive Remaining	
Kimball Residences Corridor Infill Incentive*				\$862,462	
	Per MF Unit	Total Fees	Total Incentive (Level 5)	% of Total Fees	Share of R
Units		164	164		
Fire	\$ 467	\$ 76,588	\$ 76,588	6.17%	\$
Police	\$ 200	\$ 32,800	\$ 32,800	2.64%	\$
Parks	\$ 692	\$ 113,488	\$ 113,488	9.14%	\$
Transportation**	\$ 2,603	\$ 71,149	\$ 71,149	5.73%	\$
Subtotal	\$ 3,962	\$ 294,189	\$ 294,189		\$
Sewer PIF	\$ 3,992	\$ 654,688	\$ 654,688	52.73%	\$
Water PIF	\$ -	\$ 89,260	\$ 89,260	7.19%	\$
Subtotal	\$ 3,992	\$ 743,948	\$ 743,948		\$
Open Space Fee (est.)	\$ 2,035,000	\$ 203,500	\$ 203,500	16.39%	\$
Subtotal	\$ 2,035,000	\$ 203,500	\$ 203,500		\$
Total Fee Payment	\$ 7,954	\$ 1,241,637	\$ 1,241,637	99.99%	\$
Sales/Use Tax Rebate (est.)	\$ -	\$ 715,000	\$ 715,000		
Total Incentive			\$ 1,956,637		\$
* Based on effective fee schedule on Submittal Date 8/10/2022					
**Total TCP and Incentive Reduced to reflect Redevelopment Area Incentive					
updated 4/3/2023					

Based on the project timeline, the City will need to execute a multi-year agreement to account for the estimated 36-month construction period. The agreement will be subject to annual appropriation. If approved, the project will be required to submit a quarterly report of actual expenditures and a report of actual expenditures based on project completion. Pursuant to the Agreement and associated payment schedule, the incentive shall be credited upon verification of costs consistent with the level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost. The Ordinance and agreement are attached for review.

FISCAL IMPACT:

The total incentive equates to an amount not to exceed \$1,577,348. Of this \$862,348, is fees that will be paid in a proportionate amount to the share of remaining incentive funds according to the preceding calculation. These fees will be "waived" to the developer and will be paid instead by the City from the 2023 budgeted infill incentive funds to the appropriate funds (enterprise and special revenue funds) that account for each respective fee. The City will also agree to forego City sales and use tax revenues on materials used in the construction of the project in an amount not to exceed \$715,000.

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet form an ordinance approving the Kimball Residences Corrido Infill Incentive agreement for the property located at 919 and 1101 Kimball Avenue, and set a public hearing for September 6, 2023.

Attachments

1. Vicinity Map - Kimball Residences
2. Resolution No. 74-22
3. AGR-KimballCQ 20230810
4. ORD-Kimball Residences 20230810



**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 74-22**

**A RESOLUTION ADOPTING A NEW CORRIDOR INFILL INCENTIVE AND FORMULA FOR
CALCULATING THE INCENTIVE**

RECITALS:

In 2004, the City Council reviewed and approved an *Infill/Redevelopment Implementation Program* ("Program") by adopting policies, definitions, boundaries, criteria, and potential forms of City involvement set forth in Resolution 87-04. That was subsequently amended by Resolution 15-13 Resolution 93-19 and Resolution 03-20

Since 2004, the City through, extensive public participation, continues to realize the important nature and critical need to invest in and support infill and redevelopment in and around the City's central core all as recognized in various adopted planning documents and in the adopted 2020 *One Grand Junction Comprehensive Plan* key strategies which specifically call for the City to:

- "Partner in the development of housing strategies for the community including options for housing incentives," and
- Promote "more opportunities for housing choices that meet the needs of people of all ages, abilities and incomes."

In the 2013 adopted *Greater Downtown Plan* certain key strategies call for the City to:

- "Promote Downtown living by providing a wide range of housing opportunities, primarily in the Downtown District;"
- "Support a regional housing strategy with an emphasis on infill, downtown housing;
- "Jump-start the revitalization and reinvestment in the Downtown District with strategic catalyst projects;" and
- "Encourage both regulatory and financial solutions including public subsidies and creative financing mechanism."

The *Greater Downtown Plan* also notes that "Public-private partnerships are essential, and that local government needs to have strong involvement, a visible presence, perhaps be the entity that provides continuing leadership, regulatory incentives and seed capital for early projects."

The *North Avenue Corridor Implementation Plan* specifically calls for the City to:

- "Establish a City infill and redevelopment policy and define what types of activities would receive consideration for development incentives. Incentives can include many different choices including paying required fees, constructing off-site improvements, undergrounding utilities, etc."

Consistent with policies and strategies of adopted plans and planning documents, including the *Comprehensive Plan*, the *Greater Downtown Plan*, and the *North Avenue Corridor*

Implementation Plan, the City Council hereby creates and establishes a new incentive that further promotes investment in the City's central areas and important commercial corridors.

With the adoption of this Resolution, the City expands its incentive offering(s) and further encourages infill in and along corridors in and near the City's center utilizing a "Level" approach to the offering of incentives that is relative to the value of the private investment made in improvements in such corridors.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND UNCTION,
COLORADO:

That the Corridor Infill Incentive is hereby established together with Attachments A-C hereto, which are hereby adopted and made effective immediately and shall apply as follows for the reasons stated in the foregoing Recitals and in the interest of advancing the health, safety and welfare of the City as follows:

Corridor Infill Incentive.

1. The Corridor Infill shall apply to the Corridor Infill Boundary (Attachment A) together with the reduced fee and sales/use tax formula as provided in the Corridor Infill Calculation (Attachment B);
2. For the purposes of administering the Corridor Infill Incentive "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential unit(s) with a cost (confirmed by a written report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are or include "for sale" detached or attached single-family dwelling units or accessory dwelling units;
3. The Corridor Infill Incentive shall be administered in accordance with the intent, purpose and procedures as provided in Attachment C, Corridor Infill Incentive Administration Procedures; and
4. Without further action of the City Council is set to expire on December 31, 2025.

ADOPTED AND APPROVED THIS 7th day of September 2022:

ATTEST:


Amy Phillips
City Clerk


Anna M. Stout
President of the City Council



The map displays the City of Portland, Oregon, with various streets and landmarks. The Corridor Infill Boundary is highlighted in yellow, the Redevelopment Boundary is outlined in blue, and the 50% Stories Reduction area is indicated by hatched blue shading. The map includes a legend, a scale bar, and a north arrow. The Corridor Infill Boundary follows the Willamette River and extends into the downtown area. The Redevelopment Boundary covers a large portion of the downtown area, including the University of Oregon. The 50% Stories Reduction area is located in the downtown area, near the University of Oregon. The map also shows various streets and landmarks, including the Willamette River, the downtown area, and the University of Oregon.

Legend:

- Corridor Infill Boundary
- Redevelopment Boundary
- 50% Stories Reduction

Scale: 0 0.25 0.5 1 Miles

Path: G:\GIS\DEPARTMENT\PLANNING\ZONING\ZONING.aprx

**ATTACHMENT B
CORRIDOR INFILL CALCULATION
RESOLUTION 74-22**

	Private Investment Cost* *Not including land value	Incentive
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

ATTACHMENT C
CORRIDOR INFILL INCENTIVE ADMINISTRATION PROCEDURES

Application.

1. For 2022, applications will be available no later than 60 days after the Effective Date. In future years, no later than July 1 of a given year, applications may be made to the City for a Corridor Infill Incentive.
2. At a minimum, the application for a Corridor Infill Incentive Project (Project) shall include the following:
 - a. Project Name, property ownership, developer's or entity(s) information;
 - b. Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.
 - c. Description of the Project timeline, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project;
 - d. Description of the developer's experience with and capacity to implement the proposed Project;
 - e. Amount of the incentive being requested;
 - f. A preliminary financing plan including project budget and a letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.

Application Review and Funding Reservation.

3. An application found by the City in its sole discretion to be consistent with the purpose and applicability of the Corridor Infill Incentive and that demonstrates ability and capacity to perform will be recommended for funding.
4. During the City's annual budget process, City Council will review the recommendations and consider the suitable Project(s) for funding during the following fiscal year(s). If a Corridor Infill Incentive is for more than one year each year shall be subject to annual appropriation. The City Council may choose to utilize the General Fund or other special revenue fund(s) for the repayment of the fees to appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of fees "waived" for a Project(s) pursuant to this incentive policy.

Incentive Agreement.

5. Should an Incentive be approved by City Council, the City and the developer and Project entity(ies) shall execute a Corridor Infill Incentive Agreement, which agreement shall at minimum provide:
 - a. The value of the Fee waiver as a "not to exceed" amount;
 - b. Terms for the commencement and completion of the Project;
 - c. Payment schedule whereby the Fees waived upon the completion of the Project will be credited or paid by the City pursuant to the Corridor Infill Incentive;
 - d. Remedy(ies) for default;

- e. Recording memorandum; and,
 - f. Other provisions, as deemed appropriate by the City Attorney.
6. The Project shall submit a quarterly report of actual expenditures and a report of actual expenditures upon Project completion. Pursuant to the Agreement and Payment Schedule (5.c) the incentive shall be credited or paid upon verification of costs consistent with Level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost.

Definitions.

1. "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential units with a cost (confirmed by a report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are include for sale detached or attached single-family dwelling units or accessory dwelling units;
2. "Fees" mean
 - a) "Sewer Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected by any other wastewater provider.
 - b) "Water Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
 - c) "Development Impact Fees or Impact Fee" means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks and recreation, transportation capacity and/or other governmental functions and services.
 - d) "Open Space In-Lieu Fee means a fee collected in lieu of dedicating 10 percent of a property as open space for public use.
 - e) "Sales and Use Tax" means a tax collected by the City of Grand Junction as General Revenue. Does not include any sales or use tax for public safety (0.5%) and capital (0.75%) in accordance with voters approved and directed uses.

DEVELOPMENT/REDEVELOPMENT AGREEMENT

919 AND 1101 KIMBALL AVENUE & PARCEL NO. 2945-231-39-001
GRAND JUNCTION, COLORADO

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of ____, 2023 (“**Effective Date**”), is made by and among Kimball Acquisition LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 and/or 17 (“**Developer**”) and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

WHEREAS, Developer is the owner of that certain parcels of real property known as 919 and 1101 Kimball Avenue and certain leased areas, Grand Junction, Colorado, and as more particularly described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter known as the “**Property**”); and,

WHEREAS, Developer has applied to the City for an Infill Incentive pursuant to Resolution 74-22, and such application is attached hereto as Exhibit B (the “**Infill Incentive Application**”); and,

WHEREAS, consistent with the City’s Comprehensive Plan and funding available under Resolution 74-22, the City has established and adopted an area within the community known as the *Corridor Infill Boundary Area* and certain *Corridor Infill Policies* in which the City has identified property conditions that warrant support to stimulate reinvestment; and,

WHEREAS, the Property is also located within the Infill Boundary Area; and

WHEREAS, the Developer intends to redevelop the Property as a multi-family residential project, featuring 164 residential units together with related amenities (collectively, the “**Project**”); and

WHEREAS, the Developer has outlined a preliminary financing plan (the “**Preliminary Financing Plan**”) and such plan is attached hereto as Exhibit C (the “**Preliminary Financing Plan**”), which evidences to the City that the Developer has the financial capacity to undertake the Project; and,

WHEREAS, construction of the Project will ensure the availability of housing to area residents, and will provide a dense population of customers for the surrounding businesses, and maximize the efficient provision of infrastructure and public services; and,

WHEREAS, the City Community Development Department has reviewed the conceptual plans for the Project attached hereto as Exhibit D (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further

stated goals and policies of the City's 2020 One Grand Junction Comprehensive Plan; and,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City's entitlement and permitting process; and

WHEREAS, the City Council has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the City.

NOW, THEREFORE, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

DEFINITIONS

1. **"Code"** or **"GJMC"** means the zoning and development regulation of the City in effect as of the date of the application for the Project.
2. **"Commence"** **"Commenced"** or **"Commencement"** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
3. **"Complete"** **"Completed"** or **"Completion"** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
4. **"Conceptual Plans"** are/consists of the documents marked and attached to this agreement as Exhibit D.
5. **"Fees"** means fees imposed by the City with respect to the development of the Project, including, impact fees (e.g., Parks & Recreation, Fire, Traffic, Park Land Dedication, *etc.*) together with City sales and use tax charged for materials used in the construction of the Project up to the Fee Cap. Application fees, development review fees, fees imposed as a condition of the issuance of a City Planning Clearance, Mesa County Building Department fees and charges are not "Fees" for purposes of this Agreement.
6. **"Fee Cap"** means \$1,577,348.00¹.
7. **"Preliminary Financing Plan"** is attached to this agreement as Exhibit C.

¹ The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance with this Agreement acknowledges and agrees that \$862,348.00 is the amount remaining of the City's appropriated and budgeted Corridor Infill Incentive and that said sum (\$862,348.00) is less than the amount of a Level 5 incentive. Accordingly, this Agreement does not and shall not refer to or be claimed to be controlled by the "levels" established in Resolution 74-22. The "Fee Cap" assumes \$862,348.00 plus up to \$715,000.00 of rebated sales and use tax charged for materials used in the construction of the Project for a total ("Fee Cap") not to exceed \$1,577,348.00.

8. “**Project**” has the meaning assigned to such term in the Recitals.
9. “**Property**” the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of Fees not to exceed the Fee Cap as provided herein. The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance with this Agreement acknowledges and agrees that \$862,348.00 is the amount remaining of the City’s appropriated and budgeted Corridor Infill Incentive and that said sum (\$862,348.00) is less than the amount of a “Level 5” incentive. The Developer and any person(s) or entity(ies) claiming by and through the Developer in accordance waives and releases the City from any assumption that the Fee Cap is or will be established as a “Level 5” incentive as provided in Resolution 74-22.

2. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement:

(i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City’s entitlement and permitting process. If, subject to Paragraph 21 below, Developer fails to Commence the Project on or before the date that is four (4) calendar months after Developer receives building permit approval from Mesa County, pursuant to the City’s Building Services Contract (“**Commencement Deadline**”), or thereafter, fails to Complete the Project within thirty-six (36) calendar months after the date of Commencement (“**Completion Deadline**”), then Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. Any extension may be granted only with prior City Council approval.

2. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the

event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys' fees and costs. Except as provided in this Paragraph 3, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party's breach of this Agreement.

3. No Waiver of Grand Junction Municipal Code ("Code"): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

4. Governmental Immunity: The Parties agree that the City, in entering this Agreement, does not waive governmental immunity as described in C.R.S. § 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

5. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties' authorized representatives (or their successors) as identified herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
 City of Grand Junction
 Attention: Greg Caton
 250 North 5th Street
 Grand Junction, CO 81501
 Email: gregc@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, CO 81501
Email: johns@gjcity.org

For Developer: Kimball Acquisition, LLC
312 Aspen Airport Business Center, Suite D
Aspen, CO 81611
Email: mac@aspenstarwood.com

With a copy to: Coleman & Quigley, LLC
Attention: Stuart R. Foster & Isaiah Quigley
2454 Patterson Road, Suite 200
Grand Junction, CO 81505
Email(s): stuart@cqlawfirm.net & isaiah@cqlawfirm.net

6. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

7. **Venue and Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

8. **Assignment:**

a. Neither the City nor the Developer shall assign any rights or obligations under this Agreement without the prior written consent of the other Party except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City containing the name and address of the assignee, to: (i) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (ii) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (i) and (ii) being a "**Permitted Assignee**").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule, or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph 9.

9. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

10. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

11. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

12. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

13. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

14. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

15. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

16. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 9. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this Agreement.

17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

18. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit E, which will be recorded in the real property records of Mesa County, Colorado.

19. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

20. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

21. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, flood, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute "**Entitlement Delays**". "**Material Litigation**" includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

22. Estoppel Certificates. The City, at any time and from time to time upon not less than ten (10) business days' prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit F, which form is acceptable to the Developer and the City.

23. Representations and Warranties

a. Developer represents and warrants to the City that the following statements are true as of the Effective Date:

i. **No Litigation**. There is no pending or, to Developer's actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Authorization**. Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set

forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement. The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. **Organization of Developer.** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado and with full power to enter into and to perform its obligations under this Agreement.

iv. **No Breach or Prohibition.** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

b. The City represents and warrants to Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction

herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. ***No Breach or Prohibition.*** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

City Clerk

Date

Developer

Kimball Acquisition LLC
a Colorado limited liability company

By: _____
its Manager

Approved as to Substance:

City Manager

Approved as to Legal Form:

City Attorney

Approved as to Fee Cap Funds Availability:

Director of Finance

EXHIBIT A

Legal Description and Depiction

Lots 1 and 2 of Old Mill Subdivision, Reception Number 2532046,
together with Lot 1 of Block 13 and the north 15.0 feet of Lot 2 of Block 13 of Amended Plat of
Benton Canon's First Subdivision, Rec No 117077 (1913) & Vacated Right-of-Way by ordinance
number 4839, Reception Number 2873347
Including areas owned by the City of Grand Junction subject to use by separate lease agreement,
the terms of which are material hereto.



Ex. A – 1

EXHIBIT B

Infill Incentive Application

Application for Corridor Infill Incentive Project

Please select year Project is seeking funding

2023

Project Name	Kimball Residences
Property Address/Parcel Identification Number	919 & 1101 Kimball Avenue Grand Junction
Property Ownership	Kimball Acquisition LLC
Developer/Entity Name	Mark Friedland/Aspen Starwood
Developer/Entity Email Address	mac@aspenstarwood.com
Developer/Entity Phone Number	646-413-2854
Developer/Entity Mailing Address	312 Aspen Airport Bus Ctr, Suite D Aspen, CO 81611
Description of how the Project will address the City's redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.	The Kimball Residences will provide 164 for rent apartments. The residences will provide much needed housing for the current population, as well as provide housing for expanding local businesses and the many new businesses coming to GJ. Additionally, new apartments incentivize graduates to stay in GJ by providing housing located in a blossoming part of town. The location of the project is idea for energizing the redevelopment of the area and connecting the River to Downtown. The City has developed, in community assets with the amphitheater, trail system, botanical gardens and more. The Kimball Residences will further expand on this area and promote more developing into a vibrant neighborhood. Overall, the project provides housing and expands on a neighborhood the City has already begun with their investments on development.

Commented [SF1]: All dates need to be updated for site plan approval and sitework.

Commented [TA2R1]: Stuart - Are you planning on resubmitting to correct these dates? This is clip and paste from the application.

Additionally, the project will promote the development of the iconic Sugar Beet Factory. The owners have already had interest from restaurants and retail companies for the Sugar Beet building. Until there are people, a market, it is unlikely this building will be redeveloped. Envision going to dinner at the beautiful Sugar Beet building and then heading over to the amphitheater for live music. Even better, imagine walking from your apartment to do all of this!

The project includes five (5) three story residential buildings, with redevelopment of the Sugar Beet building by others. Total square footage of all five residential buildings is 168,360 sf and includes 24 studios, 77 1-bedrooms, and 63 2-bedrooms.

Overall the project is a public benefit: a) the efficient development of property adjacent to existing City services; b) the creation of developable lots; c) the development of vacant land within the Downtown and Infill corridor area; d) utilizing an existing building and infrastructure; and 3) aiming for better utilization of properties that prove a needed use and an economic return to the community.

Description of the Project timeline, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project.

The project currently has conditional planning approval. With support from this incentive program the project will move to the building permit process with the aim to start construction in late Q1 2024 or early Q2 2024. The project is projected to take up to 36 months with completion being in 2027. The project will start with a 20 unit building at the western edge of the property. Followed by 36 units at the eastern end of the property and the final 108 units finishing off in the center of the site.

Description of the developer's experience with and capacity to implement the proposed Project.

Aspen Starwood, in partnership with Sweeney Real Estate and Development, completed 805 Struthers Avenue which is 48 units across the street from Kimball. 111 S Mesa and 204 S Mulberry in Fruita were completed in 2023 and are currently in lease up. 656 Market Street anticipates TCO on one of two buildings this month (July 2023) with the second building being completed and open for tenants in September 2023. 535 W Aspen in Fruita, 5 buildings, is set to start construction in August 2023. Additionally, the developer/owner owns two more sites in Fruita for multi family development along with 11 acres at F 1/2 road (near the 656 Market site). Buffalo Valley in Glenwood is an operating multi-family for rent project that is been open for over two years and 20 more units are under construction in Glenwood.

Aspen Starwood, Mark Friedland is the owner, has been operating in Aspen for decades building and managing homes and commercial properties. Mr. Friedland's extensive experience in the Aspen area has cultivated relationships with numerous equity investors who are interested in the multi family long term hold strategy. Additionally, the experience has provided Mr. Friedland with strong relationships with ANB Bank and First Bank, both of whom are interested in this project.

Mackenzie Thorn who manages Aspen Starwood multi-family has been in the industry for 15 years. Ms. Thorn's experience includes multi tenant housing, schools, and civil projects.

Shannon Sweeney, Sweeney Real Estate and Development, has a long relationship with Mark Friedland and has led finding land in the Grand Valley for multi-family. Mr. Sweeney has also constructed Mesa and Mulberry (in Fruita) given his 25+ years of experience building in the Roaring Fork Valley.

Our team are seasoned real estate development and construction professionals. Local consultants and subcontractors are used as much as possible. The developer/owners are building to own thus a long term commitment to the Grand Valley. Our lenders - Frist Bank and ANB Bank - are local and are also invested in the Grand Valley.

Amount of the incentive being requested.	As much as possible
A preliminary financing plan including project budget and a letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.	The total cost of this project is over \$50m given the scale, construction costs, site conditions, impact fees, interest rates, and insurance costs. Aspen Starwood has a long history with ANB Bank and thus a letter from them is included. To make this project feasible we are looking for any, and all funds possible, to bring the full project to fruition. At this time the development team has worked with City Planning for two years to bring this project forward. Attached please also find the financing information as estimated March 2023.
Supplemental Document 1	1101 Kimball Bank Letter July 2023.pdf
Supplemental Document 2	Kimball Development Costs 3.16.23.pdf
Supplemental Document 3	Kimball Development Fees (page 2) 3.16.23.pdf

Kimball Development Costs

Category	Project Costs	Per Unit	Per SqFt
Land	\$2,750,000	164	170.590
Construction Cost	\$44,000,000	\$268,293	\$257.93
Architectural and Engineering Fees			
Architect	\$235,000		
Structural/MEP/Fire	\$214,000		
Civil/Survey	\$160,000		
Land Planner/Landscape Architect	\$30,000		
Other	\$65,000		
TOTAL	\$704,000	\$4,293	\$4.13
Soft Cost			
Land Closing Costs	\$65,000		
Land Loan Interest	\$120,000		
Due Diligence/Third Party reports	\$82,500		
Pre Construction	\$50,000		
Third Party testing	\$70,000		
Travel/Print/Accounting	\$35,000		
Development Legal	\$25,000		
Insurance	\$900,000		
Taxes	\$20,000		
Other Development Costs	\$50,000		
Development Fee	\$1,435,000		
Pre Opening/Marketing	\$80,000		
Development Contingency	\$250,000		
FF&E	\$260,000		
TOTAL	\$3,442,500	\$20,991	\$20.18
Entitlement Fees			
Impact Fees	\$682,664		
Water & Sewer Fees	\$748,846		
Site Permit	\$1,289		
Building Applications + Permits	\$52,000		
AHJ Off Site Improvements	\$25,000		
Utilities	\$60,000		
Other Municipality Costs	\$15,000		
TOTAL	\$1,584,799	\$9,663	\$9.29
Financing			
Loan Origination Fee	\$163,000		
Equity Origination Fee	\$15,000		
Legal Financing	\$20,000		
Guarantee Fee	\$50,000		
Appraisal/Market Study/Lender	\$65,000		
Title Costs	\$10,000		
Construction Loan Closing Costs	\$20,000		
Other Financing Costs	\$10,000		
Construction Interest Carry	\$2,025,000		
TOTAL	\$2,378,000	\$14,500	\$13.94
TOTAL	\$54,859,299	\$334,508	\$321.59
Equity 30%	\$16,457,790		
Debt 70%	\$38,401,509		



July 18, 2023

To City of Grand Junction:

ANB has completed over 25 projects with Mark Friedland and his team and watched him successfully complete another 75 projects through another lending institution. In all of my years of banking I have never witnessed an individual raise the amount of capital Mark's team has put into development projects in the Roaring Fork and Grand Valleys. Not only the sheer dollar volume is impressive but also the ease at which he has been able to raise funds.

Throughout the years some of the projects have required additional equity injections due to unforeseen overruns, all of these overruns have been funded through the partnerships and all of the projects have been successfully completed.

Throughout my relationship with Mark, I have been introduced to a number of his equity partners and investors and built a banking relationship with many of those individuals. Another key attribute to the success of the group is the fact that Mark's team and a majority of his partners have a significant personal presence to the Roaring Fork Valley and Western Colorado as a whole. They are inherently gratified to see the success of the projects through completion and ongoing operations.

From a banking perspective, it has been gratifying to partner with this group to help them achieve their goal of building much-needed community housing in Western Colorado.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Favro'.

Mark A. Favro

ANB Bank
Community Bank President – Aspen & Basalt
325 E Main St Aspen, CO 81611
970-544-9553



EXHIBIT B
Infill Incentive Application (Project Timing)

Timing: Below is an estimated project schedule.

Building Permit Approval	February 28, 2024
Sitework Start	April 1, 2024
Project Complete (Certificates of Occupancy Issued for all buildings including Building A, B, C, D and E	February 28, 2027

EXHIBIT E

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:

MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT is made as of _____, 2023, by and among Kimball Acquisition, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph __ (“**Developer**”), and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(SEAL)

City Clerk

Date

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(SEAL)

[Signature Pages Continue]

Developer

Kimball Acquisition, LLC

a Colorado limited liability company

By: Kimball Acquisition, LLC
a Colorado limited liability company,

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this ____ day of ____, 2023, by _____ as Manager of Kimball Acquisition, LLC, a Colorado limited liability company.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lots 1 and 2 of Old Mill Subdivision, Reception Number 2532046,
together with Lot 1 of Block 13 and the north 15.0 feet of Lot 2 of Block 13 of Amended Plat of
Benton Canon's First Subdivision, Rec No 117077 (1913) & Vacated Right-of-Way by ordinance
number 4839, Reception Number 2873347

Including areas owned by the City of Grand Junction subject to use by separate lease agreement,
described and depicted as:

ALL of that part of said Parcel Number 2945-231-00-945 lying South of Lot 2, Old Mill
Subdivision, as same is recorded in Book 5008, Pages 27 and 28, Public Records of
Mesa County, Colorado; North of a line that is 5.00 feet North of and parallel with the
Northerly edge of the concrete gutter lying North of the Riverside Parkway; West of an
existing concrete wall whose Northerly terminus is located approximately at the
Northeast corner of said Lot 2, Old Mill Subdivision.

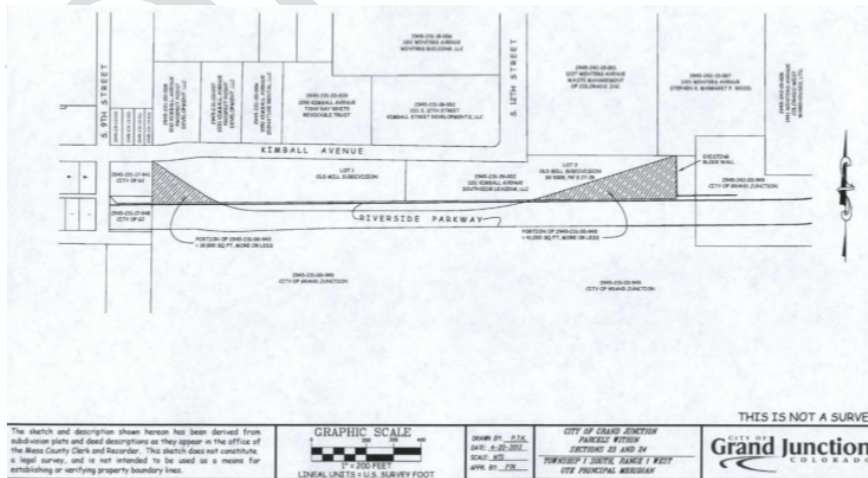
CONTAINING 41,000 Square Feet, more or less, as described.

And;

A certain parcel of land lying in Section 23, Township 1 South, Range 1 West of the Ute
Principal Meridian, State of Colorado, County of Mesa, City of Grand Junction and being
more particularly described as follows:

ALL that portion of Parcel Number 2945-231-00-945 owned by the City of Grand
Junction, lying South of Lot 1, Old Mill Subdivision, as same is recorded in Book 5008,
Pages 27 and 28, Public Records of Mesa County, Colorado and lying North of a line
that is 5.00 feet North of and parallel with the Northerly edge of the concrete gutter lying
North of the Riverside Parkway.

CONTAINING 18,000 Square Feet, more or less, as described.



Ex. C - 4

24118810.15

DRAFT

24118810.15

Ex. C – 5

EXHIBIT F

Form of Estoppel Certificate

To: Kimball Acquisition LLC, a Colorado limited liability company (“**Developer**”)

From: CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”)]

Date: _____, 20__

Re: The Development/Redevelopment Agreement, dated as of ____, 2023, by and between Developer, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The City hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.

2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.

3. The Commencement Deadline is _____ and the Completion Deadline is _____.

4. The Developer Commenced the Project on _____ and Completed the Project on _____. [modify as applicable]

5. Through the date of this Agreement, [the City has waived or paid \$ _____ in Fees] in accordance with this Agreement.

6. The City hereby approves of the Developer’s assignment of the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement. [modify as applicable]

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance _____].

8. The City agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The City has not assigned the Agreement.

Ex. F – 1

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the City made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the City and its successors and assigns and inure to the benefit of the Reliance Parties.

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

CITY SIGNATURE BLOCK

By: _____

Name: _____

Title: _____

Ex. F – 2

EXHIBIT C

Preliminary Financing Plan

Construction of 164-unit project, *Kimball Residences* (Project) will be financed using a combination of Kimball Acquisition LLC/Aspen Starwood equity and lender financing. For the Project financing Kimball Acquisition LLC has two lenders vying for the business.

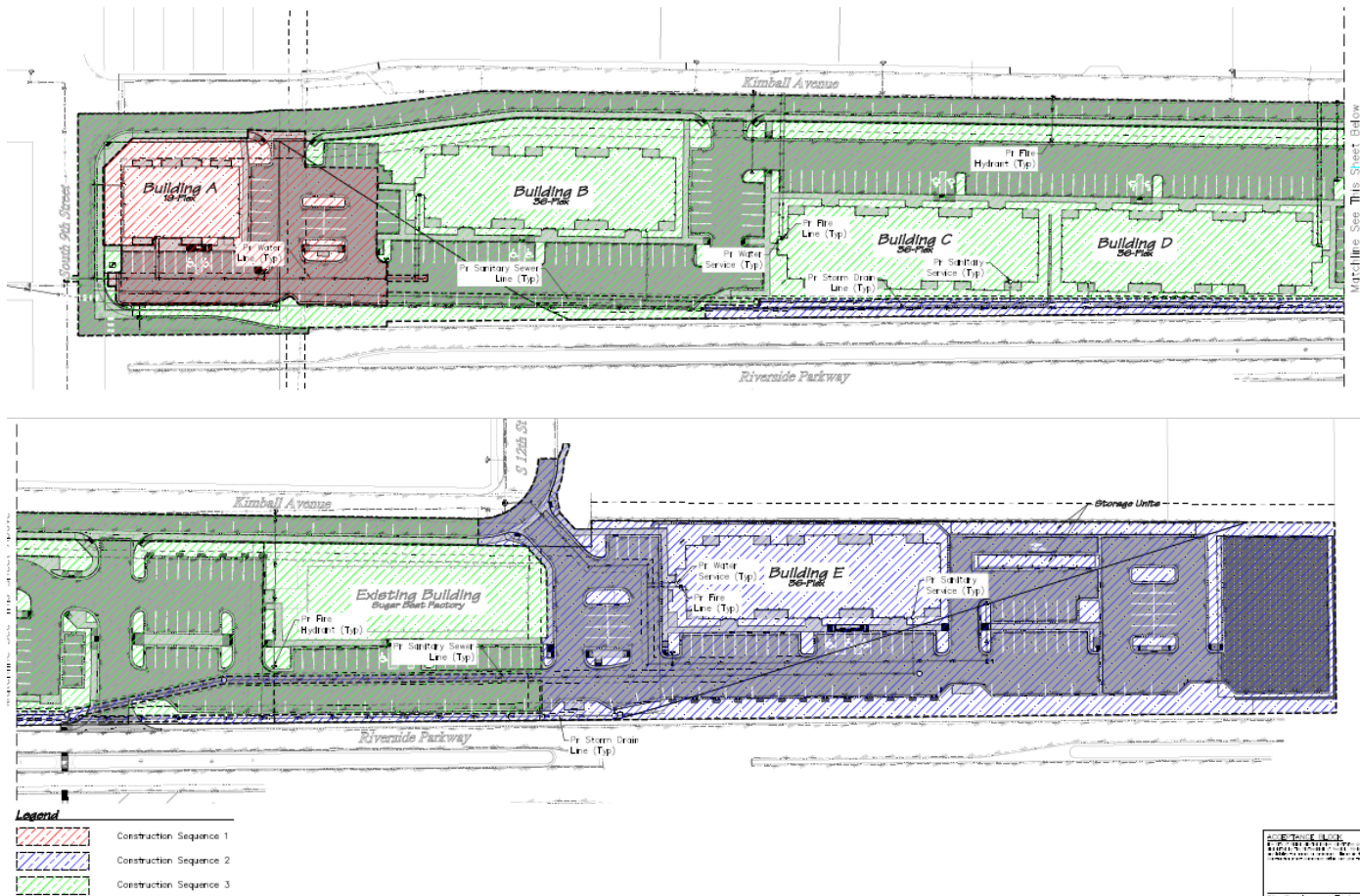
Debt options include the same lender who is financing Struthers Residences and Market Street Residences and the other financed 111 S Mesa and 204 S Mulberry in Fruita. Both banks have provided financing on many projects, for over 20 years, in Western Colorado with the same developer.

Kimball Acquisition/Aspen Starwood expects commitment letters from potential lender Q4 2023. Given ever changing market conditions the debt/equity ratio cannot be predicted. Kimball Acquisition LLC/Aspen Starwood has a deep ownership pool with ample equity to meet loan requirements. Given the scale of the Project, it will be phased, and a construction loan will be secured for each phase in a staggered approach.

Kimball Acquisition LLC/Aspen Starwood will select as construction lender in Q1 2024 and once a lender is chosen, it will take approximately 45-60 days before the construction loan closes.

EXHIBIT D

Conceptual Plans (SPN-2022-552)



1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 **AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT**
4 **AGREEMENT BY AND AMONG KIMBALL ACQUISITION LLC, A COLORADO**
5 **LIMITED LIABILITY COMPANY, (“APR”) AND THE CITY OF GRAND JUNCTION, A**
6 **COLORADO HOME RULE MUNICIPAL CORPORATION (“CITY”) FOR THE**
7 **PROPERTY LOCATED AT 919 AND 1101 KIMBALL AVENUE & PARCEL NO. 2945-**
8 **231-001 ALONG WITH PROPERTY LEASED FROM THE CITY, GRAND JUNCTION,**
9 **COLORADO, AND APPROVING ALL ACTIONS HERETOFORE TAKEN IN**
10 **CONNECTION THEREWITH**

11 RECITALS:

12 Kimball Acquisition LLC is the owner of the real property commonly known and
13 addressed as 919 and 1101 Kimball Avenue & Parcel No. 2945-231-001 and property
14 leased from the City, Grand Junction, Colorado, (“Property”) which is more particularly
15 described in the Corridor Infill Development/Redevelopment Agreement attached hereto
16 and incorporated by this reference as if fully set forth (“Agreement”) and the lease which
17 is separately approved and made applicable to the development/redevelopment project.
18 The Property is currently vacant and will benefit from development/redevelopment. The
19 City Council has agreed to waive and shall cause to be paid certain fees as the same
20 are defined in the Agreement.

21 With the City’s Comprehensive Plan, the City has established the need to focus
22 development on areas of infill and has subsequently adopted, with Resolution No. 74-22
23 a *Corridor Infill Incentive Boundary Area*, which is a physical area within the City which
24 the City Council has found conditions that warrant City financial support to stimulate
25 investment. This Ordinance, together with the Agreement and the development that will
26 result, will serve a public purpose, promote the health, safety, prosperity, security, and
27 general welfare of the inhabitants of the City, and will spur economic investment within
28 the City’s *Corridor Infill Incentive Boundary Area*.

29 In accordance with the Agreement, Kimball Acquisition LLC intends to develop the
30 Property as a multi-family residential project, featuring at least 164 units, together with
31 related amenities and uses (collectively, the “Project”). Given that the Project is
32 consistent with the Comprehensive Plan, is in the *Corridor Infill Incentive Boundary*
33 *Area*, and otherwise satisfies Resolution No. 74-22, development of the Property will
34 ensure the availability of new housing that is within walking distance of businesses,
35 services, and employment and will reduce sprawl by maximizing the use of existing
36 infrastructure. Therefore, the City Council finds that the Project is consistent with the
37 reasonable needs, plans and policies of the City in general and in particular for the
38 development of the Property and the granting of the requested incentives.

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

- 41 1. The foregoing Recitals are incorporated and adopted, and in accordance with
42 and pursuant to this Ordinance, the City Council of the City of Grand Junction
43 hereby authorizes and confirms the redevelopment agreement ("Agreement") by
44 and among Kimball Acquisition LLC, a Colorado Limited Liability Company,
45 ("APR") or its successors and assigns as permitted in accordance with the
46 Agreement and the City of Grand Junction ("City"), for the property located at 919
47 and 1101 Kimball Avenue & Parcel No. 2945-231-001 and property leased from
48 the City of Grand Junction, Grand Junction, Colorado ("Property").
49
- 50 2. The terms of the Agreement, include but are not limited to a) the City paying
51 fees, as provided by Resolution No. 74-22 and defined by the Agreement, in an
52 amount not to exceed \$862,348 for and on behalf of Kimball for the development
53 of the Property all as provided in the Agreement and b) the City providing a
54 rebate of sales and use tax charged for materials used in the construction of the
55 project in an amount not to exceed \$715,000.
56
- 57 3. In accordance with and pursuant to this Ordinance, the City Council of the City of
58 Grand Junction, Colorado confirms and authorizes the Agreement and any and
59 all actions consistent with and to be taken subsequent to the adoption of this
60 Ordinance, by the officers, employees and agents of the City, if/when such
61 action(s) is(are) pursuant to law and the Agreement, together with the findings
62 made therein, and with any applicable City Plans, ordinance(s), resolution(s), or
63 other document(s) all of which shall be substantially construed to affect the intent
64 and purposes thereof.
65
- 66 4. If any part or provision of this Ordinance or the application thereof to any person
67 or circumstance(s) is held invalid, such invalidity shall not affect other provisions
68 or applications of this Ordinance which can be given effect without the invalid
69 provisions or application, and to this end the provisions of this Ordinance are
70 declared to be severable.
71
- 72 5. The City Council finds and declares that this Ordinance is promulgated and
73 adopted for the public health, safety and welfare and this Ordinance bears a
74 rational relation to the lawful objectives sought to be obtained.
75

76 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and
77 setting a hearing for August 16, 2023, this 2nd day of August 2023.

79

80 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in
81 pamphlet form this ____ day of _____ 2023.

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ATTEST:

Anna M. Stout
President of the Council

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: August 16, 2023
Presented By: Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Introduction of an Ordinance Leasing Approximately 1.4 Acres of City Property to Kimball Acquisition, LLC Located near 919 Kimball Avenue and 1101 Kimball Avenue Grand Junction, Colorado and Setting a Public Hearing for September 6, 2023

RECOMMENDATION:

The City Council property committee has considered the proposed lease and has recommended its approval.

EXECUTIVE SUMMARY:

In November 2019, City voters approved an amendment to the City Charter which allowed the City to lease certain property, including certain of the Park Property including certain parcels owned by the City in the vicinity of Las Colonias Park north of the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed the City Council's right to lease the property for a term of not to exceed 99 years. Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance ____ been approved for a City Corridor Infill Incentive (CII). With the CII the Developer will construct 164 housing units on the property located at 1101 Kimball Avenue, 919 Kimball Avenue and the parcel identified with Mesa County tax #2945-231-39-001. The City property, the Kimball Lease Property, and the Council approval and authorization of the lease thereof, on the terms established therein (Lease), adjoins the redevelopment parcel on the east and west. The City parcels are necessary for surface parking for the successful development/redevelopment and the provision of housing units for the community.

BACKGROUND OR DETAILED INFORMATION:

In 1994, the City acquired property (now known as Las Colonias Park ("Park Property")), which was formerly a uranium mill tail processing site, from the State of Colorado,

Department of Public Health and Environment by quit claim deed. Following remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885 the Park Property has been redeveloping in accordance with state and federal approval in accordance with 42 U.S.C. § 7914(e)(1)(B), which generally provides that the Park Property is to be used for park, recreational or other public purposes. The “public purposes” to which the property may be set has been relatively broad so long as the City has determined that the use(s) advances community interests. The City is developing the Park Property south of the Riverside Parkway principally for park purposes and some commercial use; however, development of the property on the north side is being accomplished by aggregating a portion of the Park Property with private property for the construction of needed housing.

The Lessee desires and has proposed to lease a portion of the Park Property, as the same is specifically described herein (“Kimball Lease Property”) from the City and use the surface of the City property for parking and other purposes associated with its housing development/redevelopment on the Lessee’s parcel commonly known and referred to as the Sugar Beet building at 1101 Kimball Avenue.

In November 2019, City voters approved an amendment to the City Charter which allowed the City to lease certain property, including certain of the Park Property including certain parcels owned by the City in the vicinity of Las Colonias Park north of the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed the City Council’s right to lease the property for a term of not to exceed 99 years.

Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance ____ been approved for a City Corridor Infill Incentive (CII). With the CII, the Developer will construct 164 housing units on the property located at 1101 Kimball Avenue, 919 Kimball Avenue and the parcel identified with Mesa County tax #2945-231-39-001. The City property, the Kimball Lease Property, and the Council approval and authorization of the lease thereof, on the terms established therein (Lease), adjoins the redevelopment parcel on the east and west. The City parcels are necessary for surface parking for the successful development/redevelopment and the provision of housing units for the community.

FISCAL IMPACT:

If executed, the lease revenue will be budgeted accordingly. Over a 99-year period, \$260,700 in lease revenue will be generated.

SUGGESTED MOTION:

I move to (introduce, adopt and pass for publication in pamphlet form on first reading and set a public hearing for September 6, 2023/not introduce, not adopt and not pass for publication in pamphlet form on first reading) an Ordinance leasing approximately 1.4 acres of City property to Kimball acquisition LLC.

Attachments

1. LEASE-Kimball Dog Ears 20230810
2. ORD-Dog Ears Lease 20230810

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement" or "Lease") is hereby made and entered into this ____ day of September 2023, by and between the City of Grand Junction, a Colorado home rule municipality ("City"), and Kimball Acquisition, LLC ("Lessee") or any successor to Lessee, whose legal address is 1315 Mountain View Drive, Aspen, Colorado 81611 (hereinafter collectively referred to as the "Parties").

RECITALS

A. The City is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

A parcel of land located in the SW1/4 of the NW1/4 of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being a portion of the parcel of land described in Reception Number 1796705 owned by the City of Grand Junction, lying South of Lot 2, Old Mill Subdivision as recorded at Reception Number 2532046 and lying North of a line that is 5.00 feet North and parallel with the Northerly edge of the concrete gutter on the North side of Riverside Parkway and West of an existing concrete wall whose Northerly terminus is approximately located at the Northeast Corner of said Lot 2, Old Mill Subdivision, said parcel being more particularly described as follows:

Commencing at the Quarter Corner common to said Section 24 and Section 23; whence the Center Quarter Corner of said Section 23 bears N89°36'06"W with all other bearings herein relative thereto; thence N60°52'19"E, a distance of 675.91 feet to the Northeast Corner of said Lot 2, Old Mill Subdivision being the Point of Beginning; thence S01°44'31"E, a distance of 156.77 feet along the west edge of an existing concrete wall to a point lying 5.00 feet North of the Northerly edge of the concrete gutter on the North side of Riverside Parkway; thence S89°26'47"W, a distance of 524.13 feet along a line 5.00 feet North and parallel with said Northerly edge of the concrete gutter to a point on the southerly line of said Lot 2; thence the following courses along the Southerly line of said Lot 2; 55.36 feet along the arc of a 1,156.28 foot radius curve concave Northwesterly, through a central angle of 02°44'36" whose chord bears N74°00'46"E, 55.36 feet; thence N72°33'02"E, a distance of 488.61 feet to the Point of Beginning.

Said parcel containing 40,718 Square Feet or 0.94 Acres, more or less as described.

And;

A parcel of land located in the SE1/4 of the NE1/4 of Section 23, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being a portion of the parcel of land described in Reception Number 1796705 owned by the City of Grand Junction, lying South of Lot 1, Old Mill Subdivision as recorded at Reception Number 2532046 and lying North of a line that is 5.00 feet North and parallel with the Northerly edge of the concrete gutter on the North side of Riverside Parkway, said parcel being more particularly described as follows:

Commencing at the Quarter Corner common to said Section 23 and Section 24; whence the Center Quarter Corner of said Section 23 bears N89°36'06"W with all other bearings herein relative thereto; thence N76°59'16"W, a distance of 1,354.45 feet to the Northwest Corner of said Lot 1, Old Mill Subdivision being the Point of Beginning; thence the following courses along the westerly line of said Lot 1, S57°07'00"E, a distance of 220.00 feet; thence 64.30 feet along the arc of a 369.93 foot radius curve concave Northeasterly, through a central angle of 09°57'35" whose chord bears S62°15'41"E, 64.22 feet to a point 5.00 feet North of the Northerly edge of the concrete gutter on the North side of Riverside Parkway; thence S89°25'42"W, a distance of 241.85 feet along a line 5.00 feet North and parallel with said concrete gutter to a point on the East line of Block 13 of Amended Benton Canon's First Addition as recorded at Reception Number 117077; thence N00°02'17"W, a distance of 151.21 feet along said East line of Block 13 to the Point of Beginning.

Said parcel of land containing 17,611 Square Feet or 0.40 Acres, more or less as described.

The City acquired the property (now known as "Park Property" or "the Park Property") which was formerly a uranium mill tail processing site, from the State of Colorado, Department of Public Health and Environment ("State") by quit claim deed ("Deed") following remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885, Public Records, Mesa County, Colorado. Pursuant to 42 U.S.C. § 7914(e)(1)(B), the State may donate such lands to another governmental entity for permanent use by the governmental entity solely for park, recreational or other public purposes. The City is developing the Park Property south of the Riverside Parkway principally for park purposes and some commercial use; however, timing for development and use of the property on the north side of the Riverside Parkway is uncertain.

B. Lessee desires to lease a portion of the Park Property, as the same is specifically described herein ("Kimball Lease Property") from the City and use the surface of the property for parking and other purposes associated with its business operations and/or the redevelopment of the Lessee's parcel commonly known and referred to as the Sugar Beet building. Lessee is aware of the conditional uses of the Park Property and that the same or similar conditions apply to the Kimball Lease Property and by signing this Agreement Lessee agrees and warrants that it and any successor(s) shall use the Kimball Leased Property only as specified in this Agreement and as otherwise allowed by the State and/or the United States.

C. The City agrees to lease, as allowed by voter approval for a term of 99 years that portion of the Park Property, the Kimball Lease Property, to the Lessee and any authorized successor(s) for the surface use only as specified in this Agreement.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases two individual portions of the Park Property to the Lessee, the Kimball Lease Property, as more particularly described in **Exhibit A and depicted in Exhibits B and C**, which are attached hereto and incorporated herein by this reference ("Property" or "Kimball Lease Property"). Lessee hereby accepts and leases the Property from the City, for the Term (defined in Section 2 below).

2. Term. The term of this Lease shall commence upon the City's issuance for the first City Planning Clearance to Lessee or its successor, for the development project located at 919 Kimball Avenue, 1101 Kimball Avenue and the property identified as Mesa County tax parcel #2945-2331-001, Grand Junction, Colorado 81501 and bearing City file number SPN-2022-552 named Kimball Residences ("Term Commencement Date") and shall continue for ninety-nine (99) years ("Term"), at which time this shall expire, if not extended by voter approval.

3. Rent. Rent for the Property specified in **Exhibit A** during the Term shall be paid in accordance with the following schedule:

- \$1000.00 per year for the first (1st) twelve (12) year period of the Term.
- \$1450.00 per year for the second (2nd) twelve (12) year period of the Term.
- \$1900.00 per year for the third (3rd) twelve (12) year period of the Term.
- \$2350.00 per year for the fourth (4th) twelve (12) year period of the Term.
- \$2800.00 per year for the fifth (5th) twelve (12) year period of the Term.
- \$3250.00 per year for the sixth (6th) twelve (12) year period of the Term.
- \$3700.00 per year for the seventh (7th) twelve (12) year period of the Term.
- \$4150.00 per year for the eighth (8th) twelve (12) year period of the Term.
- \$4500.00 per year until the termination of the Term.

Rent shall be due and payable, without the City's demand, on or before the seventh (7th) day of the month of the year of the Term Commencement Date, until the termination of the Term without proration for the number of days and/or months remaining in such calendar year during which the Agreement becomes effective. Should payment of Rent not be received by the City on or before the seventh (7th) day of the month, Lessee hereby agrees to pay the City a late charge of **\$75.00**, which amount shall be added to the amount of Rent(s) due. Furthermore, should payment of Rent and any late charge not be received by the City on or before the fifteenth (15th) day of the following month, this Lease shall automatically terminate and neither of the Parties shall have any further rights, duties, or obligations under this Agreement.

• Reservations from Lease. Pursuant to the Deed, the State reserved unto itself any non-tributary groundwater and the right to surface access for groundwater development. This Lease is also subject to the reservation of: (1) any and all oil, gas, coal and other minerals and mineral rights of any person underlying or appurtenant to the Property; (2) all water and water rights, ditches, and ditch rights appurtenant to or connected with the Property, including, but not limited to, any water or water rights which may have been previously used on or in connection with the Property, for whatever purposes; (3) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits or pipelines on, over, or across said parcel; and the following terms and conditions specified in Section 5 below, so long as such actions will not interfere with the Lessee's use and enjoyment of the Property for the purposes set forth herein.

- Use and Condition of the Property.

5.1 Lessee covenants and agrees that its use of the Property is strictly limited to the use of the surface of the Property and that it will not use the groundwater from the site for any purpose, construct wells or any means of exposing groundwater to the surface. Lessee also agrees to make application and follow City development requirements, including, but not limited to, prior written approval of construction plans, designs, and specification. Any habitable structures constructed on the Property shall employ a radon ventilation system or other radon mitigation measures, as required by the State of Colorado.

Any use of the Property shall not adversely impact groundwater quality nor interfere with groundwater remediation under State and federal law or regulations.

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

5.3 Lessee agrees to maintain, clean, and repair all aspects of the Property at Lessee's sole cost and expense, including, but not limited to, driveways, fences, parking spaces, lights, or gates located or hereafter constructed by Lessee on the Property, and to not cause damage to the Property or the real or personal property of any party. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property.

5.4 Lessee has inspected the Property, the rights, and privileges appurtenant thereto, and the laws, rules, regulations, codes, and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes, and ordinances are sufficient for the Lessee's purposes. The City makes no warranties, promises, or representations, express or implied, oral, or written, that the Property is sufficient for the purposes of the Lessee. If the Property is damaged due to fire, flood, or other casualty, or if the Property or any aspect thereof is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Lessee, the City shall have no obligation to repair the Property or to otherwise make the Property usable or occupiable, and damages shall be at Lessee's own risk.

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

- Non-Liability of the City for Damage. The City shall not be liable for liability or damage claims for injury to persons or property, from any cause relating to the occupancy and use of the Property by Lessee or any person or interest claiming by or through the Lessee or any successor(s) thereto, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the Lease Term or any extension thereof, nor for any injury or damage to any property of the Lessee or any other party, from any cause whatsoever. Lessee and any successor(s) thereto agree to indemnify the City, its officers, employees, and agents, and hold the same harmless from all liability, loss, or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

Furthermore, the City shall not be liable to Lessee for any damages, or any loss of profits or loss of opportunities claimed by Lessee or any successor(s) thereto or for interruption of Lessee's or any successor's(s') business or operations resulting from the environmental condition of the Property, fire, the elements, or casualty, of any kind.

- Hazardous Substances.

7.1 The term "Hazardous Substances" as used in this Agreement, shall mean any substance which is; defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or

other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee or Lessee's agents, guests, invitees, contractors, licensees, or employees the following:

(a) Any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

(b) the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

- Environmental Clean-Up.

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

(a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances;

(b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities (the "Authorities") under Environmental Laws and other applicable laws,

(c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances requested by any Authority. If Lessee falls to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

(e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

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

- Default; Sublet; Termination; Assignment.

9.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

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

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

reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City.

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

- Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

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

To the City:
City of Grand Junction
City Manager
250 N. 5th Street
Grand Junction, CO 81501

With Copies to:
City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To the Lessee:
1315 Mountain View Drive
81611

With Copies to:
Coleman & Quigley, LLC Aspen, CO
c/o Stuart R. Foster
2454 Patterson Road, Suite 200
Grand Junction, CO 81505
stuart@cqlawfirm.net

All notices shall be deemed given: (1) if sent by mail, when deposited in the mail; (2) if delivered by hand or courier service, when delivered; or (3) if sent via email, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

- Not a Partnership.

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

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

- Enforcement; Partial Invalidity; Governing Law.

14.1 If the Parties are required to commence or prosecute any legal action to determine the rights, duties, and obligations hereunder or to otherwise enforce this Agreement, then the prevailing party shall be entitled to the payment of their reasonable attorneys' fees and court costs, including those incurred for any successful appeal.

14.2 In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

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

- Surrender; Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of **\$100.00** per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said **\$100.00** daily fee is an appropriate liquidated damages amount.

- Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties. The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

- Execution in Counterparts. This Agreement may be executed in one or more counterparts including scanned and emailed counterparts each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

- Headings Not Part of Agreement. The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, affect the interpretation of, or otherwise affect in any way the provisions of this Agreement.

- Interpretation of the Agreement. This Agreement was drafted jointly by the Parties and shall not construed against any party hereto.

- Further Assurances. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused for the execution and made this Lease effective as of the date first set forth above.

**THE CITY OF GRAND JUNCTION,
a Colorado Home Rule Municipality:**

Attest:

By: _____
Greg Caton, City Manager

By: _____
Amy Phillips, City Clerk

**LESSEE:
Kimball Acquisition, LLC**

By: _____

(Print Name)

Its: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

DRAFT

1 **CITY OF GRAND JUNCTION, COLORADO**

2
3 **ORDINANCE NO. ____**
4

5 **PURSUANT TO VOTER APPROVAL AN ORDINANCE LEASING APPROXIMATELY**
6 **1.4 ACRES OF CITY PROPERTY TO KIMBALL ACQUISITION, LLC LOCATED**
7 **ADJACENT TO 919 AND 1101 KIMBALL AVENUE GRAND JUNCTION, COLORADO**
8

9 **RECITALS:**

10 In 1994 the City acquired property (now known as Las Colonias Park ("Park Property")),
11 which was formerly a uranium mill tail processing site, from the State of Colorado,
12 Department of Public Health and Environment by quit claim deed. Following
13 remediation of the Park Property, as recorded in Book 2320, Pages 884 and 885 the
14 Park Property has been redeveloping in accordance with State and Federal approval in
15 accordance with 42 U.S.C. § 7914(e)(1)(B), which generally provides that the Park
16 Property is to be used for park, recreational or other public purposes. The "public
17 purposes" to which the property may be set has been relatively broad so long as the
18 City has determined that the use(s) advances community interests. The City is
19 developing the Park Property south of the Riverside Parkway principally for park
20 purposes and some commercial use; however, development of the property on the
21 north side is being accomplished by aggregating a portion of the Park Property with
22 private property for the construction of needed housing.

23 The Lessee desires and has proposed to lease a portion of the Park Property, as the
24 same is specifically described herein ("Kimball Lease Property") from the City and use
25 the surface of the City property for parking and other purposes associated with its
26 housing development/redevelopment on the Lessee's parcel commonly known and
27 referred to as the Sugar Beet building at 1101 Kimball Avenue.

28 In November 2019 City voters approved an amendment to the City Charter which
29 allowed the City to lease certain property, including certain of the Park Property
30 including certain parcels owned by the City in the vicinity of Las Colonias Park north of
31 the Riverside Parkway for a term of up to 99 years. The Charter amendment affirmed
32 the City Council's right to lease the property for a term of not to exceed 99-years.

33 Kimball Acquisition, LLC (Developer) has applied for and with the adoption of Ordinance
34 ____ been approved for a City Corridor Infill Incentive (CII). With the CII the Developer
35 will construct 164 housing units on the property located at 1101 Kimball Avenue, 919
36 Kimball Avenue and the parcel identified with Mesa County tax #2945-231-39-001. The
37 City property, the Kimball Lease Property, and the Council approval and authorization of
38 the lease thereof, on the terms established therein (Lease), adjoins the redevelopment
39 parcel on the east and west. The City parcels are necessary for surface parking for the

40 successful development/redevelopment and the provision of housing units for the
41 community.

42 The City Council, by and with approval of this Ordinance does confirm and ratify the
43 actions heretofore taken and more particularly described in the Lease, and specifically
44 finds, determines, and affirms that the Lease is for and advances public purposes and
45 advances community interests, all of which are in furtherance of the CII, the
46 development/redevelopment of the Kimball Lease Property and community well-being.

47 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,
48 COLORADO:

49 Incorporating the foregoing Recitals, the City Council does confirm and ratify the actions
50 heretofore taken and more particularly described in the lease agreement by and
51 between Kimball Acquisition, LLC, and the City of Grand Junction (Lease), a copy of
52 which is attached and incorporated by this reference as if fully set forth, leasing the
53 property therein described.

54 AND FURTHERMORE, BE IT ORDAINED, that this Ordinance, together with the Lease
55 and Ordinance ____ approving the Corridor Infill Incentive are deemed by the City
56 Council to discharge the City Charter, as amended, and the laws and ordinances of the
57 City of Grand Junction, Colorado and overall support and advance the public health,
58 safety, and welfare.

59 Introduced on first reading this 16th day of August 2023 and ordered published in
60 pamphlet form.

61 Adopted on second reading the ____th day of September 2023 and ordered published in
62 pamphlet form.

63
64 _____
65 Anna M. Stout
66 President of the City Council
67

68
69 ATTEST:

70
71
72 _____
73 Amy Phillips
74 City Clerk



Grand Junction City Council

Regular Session

Item #2.a.iv.

Meeting Date: August 16, 2023
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution of Intent of the City Council to and for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Adams Enclave Annexation of 0.23 Acres, Located at 2738 B ¼ Road, and Setting a Public Hearing for October 4, 2023

RECOMMENDATION:

Staff recommends approval of the Resolution.

EXECUTIVE SUMMARY:

The proposed Adams Enclave Annexation includes one property and is eligible to be annexed as an enclave annexation. The annexation area is located at 2738 B ¼ Road and is comprised of 0.23 acres including 0.03 acres of B ¼ Road Right-of-Way. The property has an existing residence.

Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. Once the five years pass, the City initiates the annexation process and zone of annexation. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Adams Enclave has been enclaved since March 25, 2018. The request for zoning will be considered separately by the City Council, but concurrently with the annexation request and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

Enclave Annexation

The proposed Adams Enclave Annexation includes one property located at 2738 B ¼ Road and is eligible to be annexed. The enclave area consists of 0.23 acres and includes a small portion of the B ¼ Road right-of-way in the annexation. The one parcel

is developed with a single-family residential home.

The property is Annexable Development. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Adams Enclave has been enclaved since March 25, 2018.

The schedule for the annexation and zoning is as follows:

- Notice of Intent to Annex (30 Day Notice), Exercising Land Use – August 16, 2023
- Planning Commission considers Zone of Annexation – September 12, 2023
- Introduction of Proposed Ordinances for Annexation and Zoning by City Council – September 20, 2023
- Public Hearing on Annexation and Zoning by City Council – October 4, 2023
- Effective date of Annexation and Zoning – November 5, 2023

The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action. Zoning requires review and recommendation by the Planning Commission.

FISCAL IMPACT:

This area is already developed. City services are supported by a combination of property taxes and sales/use taxes. The revenue generated from City property taxes will be \$190.24. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential uses.

Utilities - Water and sewer services are available to this property. The property is served by the Ute Water District and is within the Persigo 201 Sewer Service Area. Sewer service is already available on B ¼ Rd. There are no annexation impacts for sewer service.

Fire Department - This enclave area is in the Grand Junction Rural Fire Protection District which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 9.6560 mill levy that generates property tax revenue of \$229.62 per year.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. 72-23, a resolution of Notice of Intent to Annex, to the City Council for the annexation of lands to the City of Grand Junction, Colorado and exercising land use control for the Adams Enclave Annexation of 0.23 acres, located at 2738 B ¼ Road, and set a public hearing for October 4, 2023.

Attachments

1. General Project Report - Adams Enclave
2. Annexation Schedule - Table - Adams Enclave Annexation

3. ADAMS-ENCLAVE-ANNEXATION MAP
4. First Letter of Annexation Notice to Property Owners
5. Tallman Enclave and Adams Enclave Neighborhood Meeting Notes
6. Letter of Annexation Notice to Property Owners
7. 2018 Notice of Enclave by Adams Annex
8. RES-Adams Enclave 20230804

General Project Report

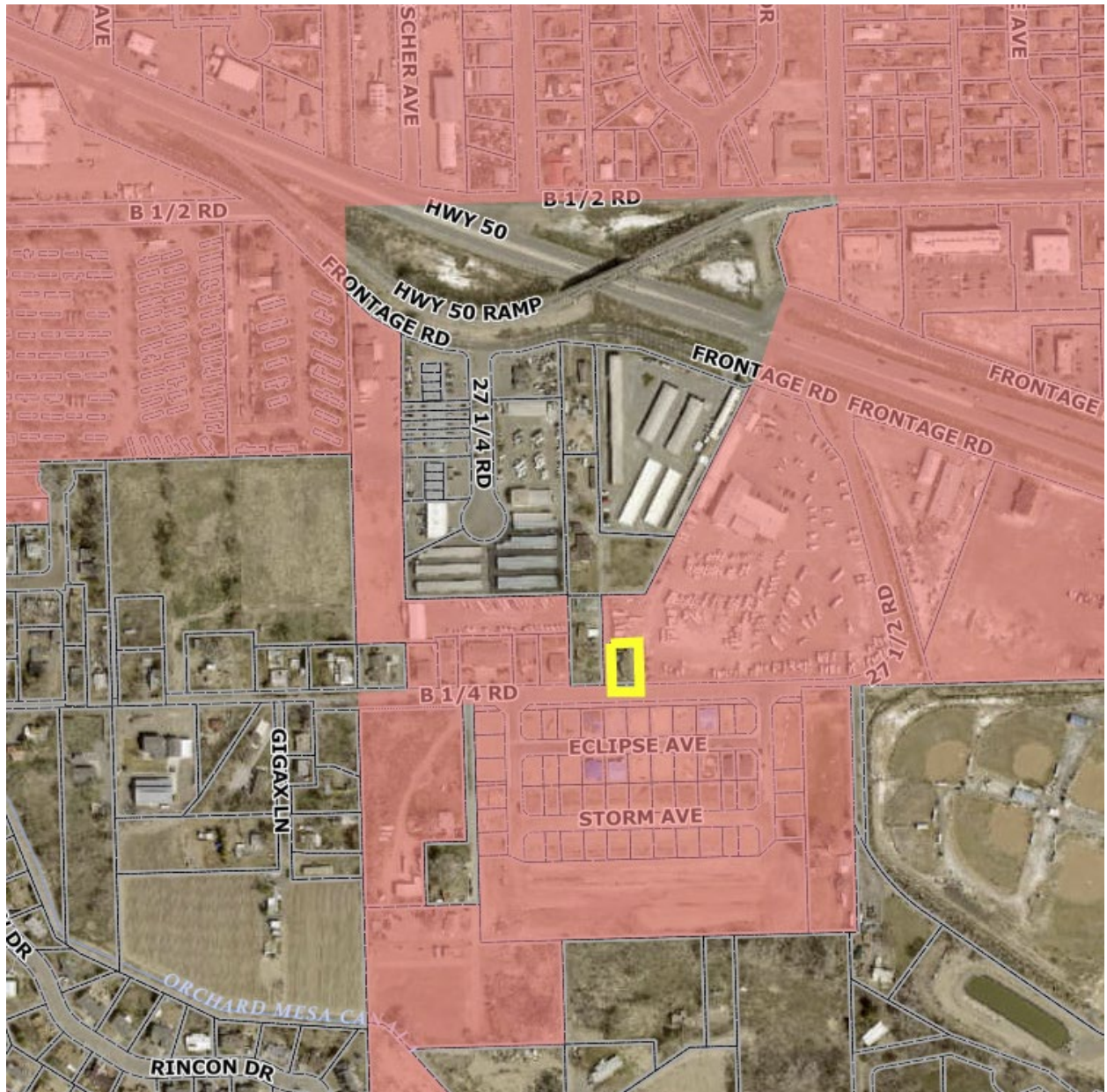
Adams Enclave Annexation

In March 2018 the Adams Annexation completed the 100% of surrounding the area proposed as the Adams Enclave by city limits. Five years have past and as required under the 1998 Persigo Agreement, enclaves will be annexed 3 to 5 years of being completely surrounded by the City.



Annexations surrounding the Adams Enclave Annexation Area





ADAMS ENCLAVE ANNEXATION SCHEDULE

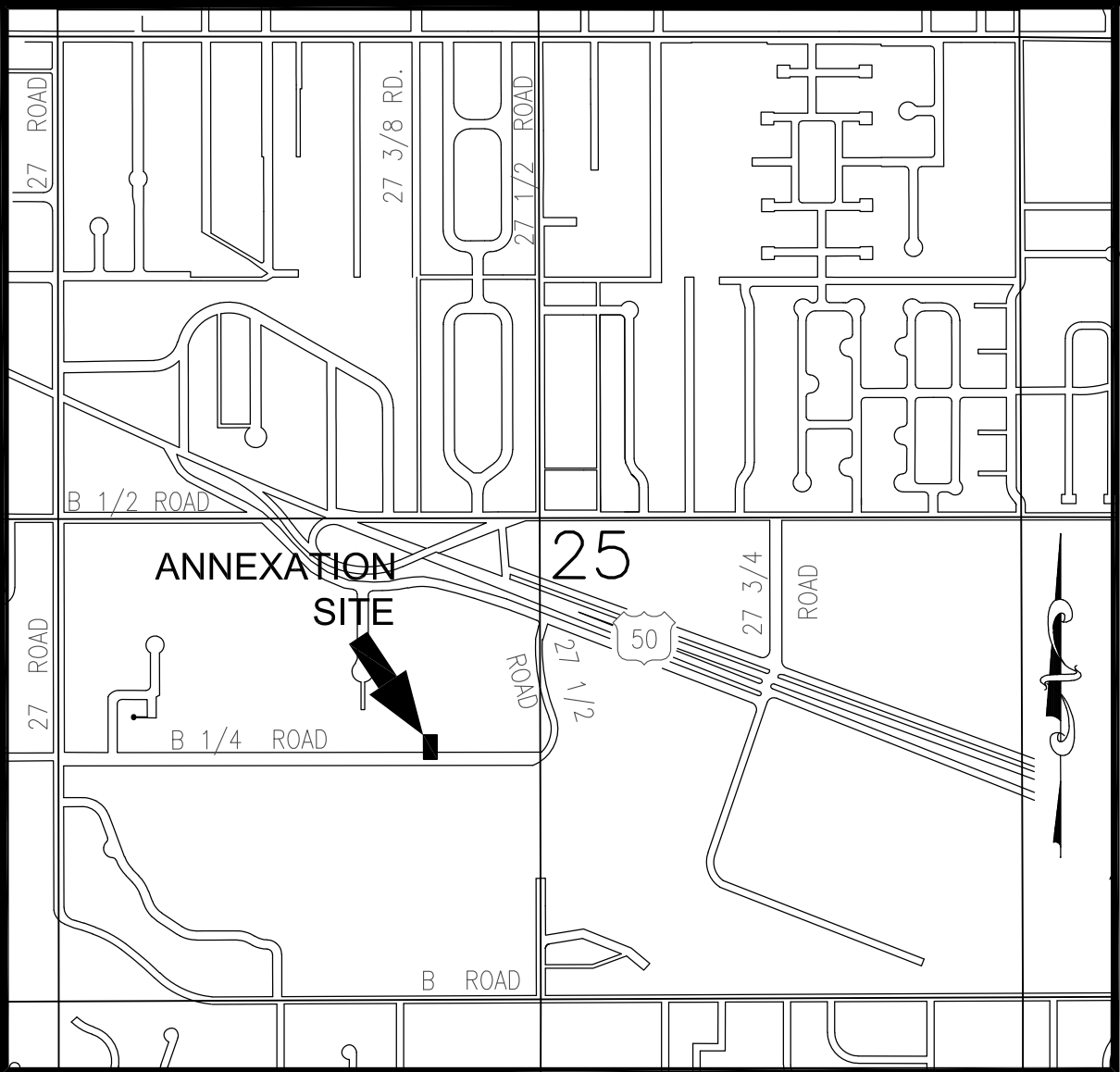
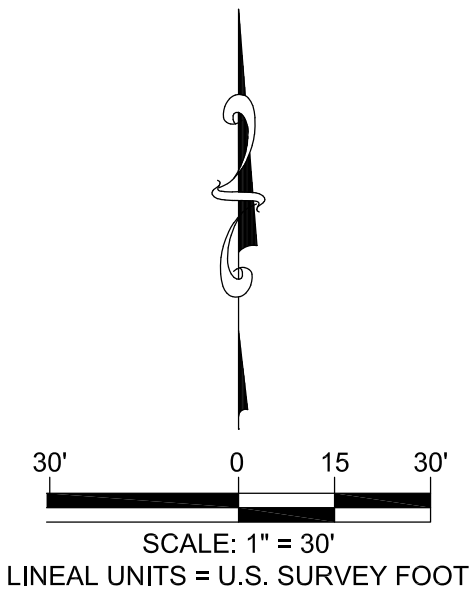
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Sept. 20, 2023	Introduction of Ordinance on Annexation and Zoning by City Council
October 4, 2023	Public Hearing on Annexation and Zoning by City Council
November 5, 2023	Effective date of Annexation and Zoning

ANNEXATION SUMMARY

File Number:		ANX-2023-262
Location:		2738 B 1/4 Road
Tax ID Numbers:		2945-253-00-014
# of Parcels:		1
Existing Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		0.23
Developable Acres Remaining:		0
Right-of-way in Annexation:		0.03 acres (B 1/4 Road)
Previous County Zoning:		RSF-4
Proposed City Zoning:		C-2
Current Land Use:		Residential
Comprehensive Plan Land Use:		Commercial
Values:	Assessed:	\$23,780
	Actual:	\$342,150
Address Ranges:		2738 B 1/4 Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	GJ Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation
	School:	District 51
	Pest:	Grand River Mosquito Control District
	Other:	Colorado River Water Conservancy

ADAMS ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Commencing at the Center South One-Sixteenth Corner of said Section 25 whence the Southwest One-Sixteenth Corner of said Section 25 bears S89°55'12"W a distance of 1,321.98 feet with all other bearings relative thereto;
Thence S89°55'12"W a distance of 566.00 feet along the North line of the ADAMS ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the ADAMS ENCLAVE ANNEXATION;
Thence S89°55'12"W, continuing along said northerly line, a distance of 74.87 feet;
Thence along the following three (3) courses of WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145:
N00°04'48"W a distance of 133.00 feet;
N89°55'12"E a distance of 75.00 feet;
S00°01'25"E a distance of 133.00 feet to the Point of Beginning;

Said Parcel of land CONTAINING 9,967 Square Feet or 0.23 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	416 FT.
CONTIGUOUS PERIMETER	416 FT.
AREA IN SQUARE FEET	9,967 FT ²
AREA IN ACRES	0.23
AREA WITHIN R.O.W.	1,498 FT ²
AREA WITHIN DEEDED R.O.W.	0.03 ACRES
	0 FT ²
	0.00 ACRES

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
REC.	RECEPTION

SQ. FT.

ΔP	CENTRAL ANGLE
RAD.	RADIUS
ARC	ARC LENGTH
CHD.	CHORD LENGTH
CHB.	CHORD BEARING
BLK.	BLOCK
P.B.	PLAT BOOK
BK.	BOOK
PG.	PAGE
HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY

EFFECTIVE DATE PRELIMINARY

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

PRELIMINARY

JODIE L GREIN DATE
STATE OF COLORADO - P.L.S. NO. 38075
FOR ROLLAND CONSULTING ENGINEERS
405 RIDGES BLVD. - SUITE A
GRAND JUNCTION, CO. 81507

THIS IS NOT A BOUNDARY SURVEY

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: JAM DATE: 5/8/2023
DESIGNED BY: JLG DATE: 5/8/2023
CHECKED BY: JLG DATE: 5/8/2023

30' 0 15 30'
SCALE: 1" = 30'
LINEAL UNITS = U.S. SURVEY FOOT



PUBLIC WORKS
ENGINEERING DIVISION

ADAMS ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4 SECTION 25, TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

1 OF 1

C:\Projects\C3407 ADAMS ANNEXATION\C3407-ADAMS-ENCLAVE-ANNEXATION.dwg - PLOTTED: 2023-05-08



Neighborhood Meeting Scheduled
June 20, 2023 @ 5:30 PM
Mesa County Fair Grounds Community Building

May 26, 2023

Dear Property Owner,

In 1998 the Mesa County Board of Commissioners and the Grand Junction City Council adopted the "Persigo Agreement". This agreement established an urban growth boundary and set a policy that before new development could occur within that boundary, the property must be annexed into the City.

As annexation occurs, enclaves of land that remain in the County may be created. Enclaves are defined as areas of unincorporated properties that are entirely surrounded by property that is within the City. The Persigo Agreement requires that all enclaves be annexed within three to five years of creation, in accordance with state annexation laws.

Your property was either enclaved March 25, 2018 by the Adams Annexation or June 17, 2018 by the Tallman Annexation, (see map below).

The annexation and zoning schedule for both enclaves, to be known as the Adams Enclave Annexation and the Tallman Enclave Annexation has not been scheduled yet. You will be notified of the schedule for annexation and zoning when that has been determined.

The proposed zoning will be Residential 8 (R-8) with densities between 5.5 and 8 dwelling units per acre for areas of the enclave that are shown as Residential Medium on the Land Use Map and Commercial C-2 for areas shown as Commercial on the Land Use Map. The R-8 and C-2 zone districts implement the City's 2020 One Grand Junction Comprehensive Plan Land Use Map. The Land Use Map designates this area a Residential Medium 5.5 to 12 dwelling units per acre and Commercial.

The annexation area consists of properties with existing development. The existing commercial development land uses are found to be in conformance with the proposed C-2 zone district. The residential land uses within the R-8 are an allowed use. Those residential uses in the C-2 will be legally nonconforming at the time of annexation, allowing them to continue as they are as a grandfathered land use.

A Neighborhood Meeting has been scheduled for June 20, 2023 at 5:30 PM at the Community Building, Mesa County Fair Grounds, 2785 Hwy 50. This meeting will

provide property owners the opportunity to learn more about annexation and zoning of their property before the City schedules public hearings for annexation and zoning.

If you have any questions about the proposed annexation or the proposed city zoning of Residential R-8 or Commercial C-2 for your property, please contact us, David Thornton, Principal Planner, at (970) 244-1450 or by e-mail to davidth@gjcity.org or Dani Acosta, Senior Planner at (970) 256-4089, or by e-mail to daniellaa@gjcity.org or

We encourage you to attend the neighborhood meeting on June 20th to learn about city annexation and zoning and how they will affect your property.

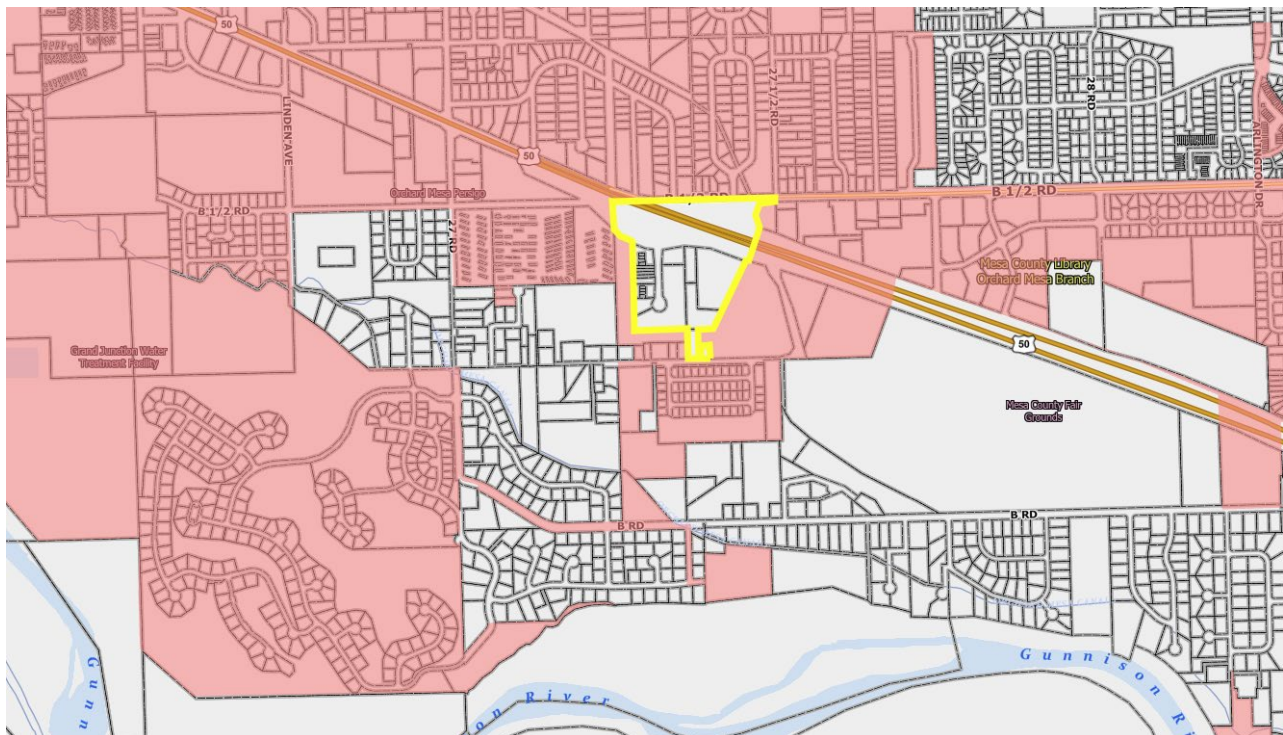
Please visit our website at www.gjcity.org for information about the City of Grand Junction.

Sincerely,

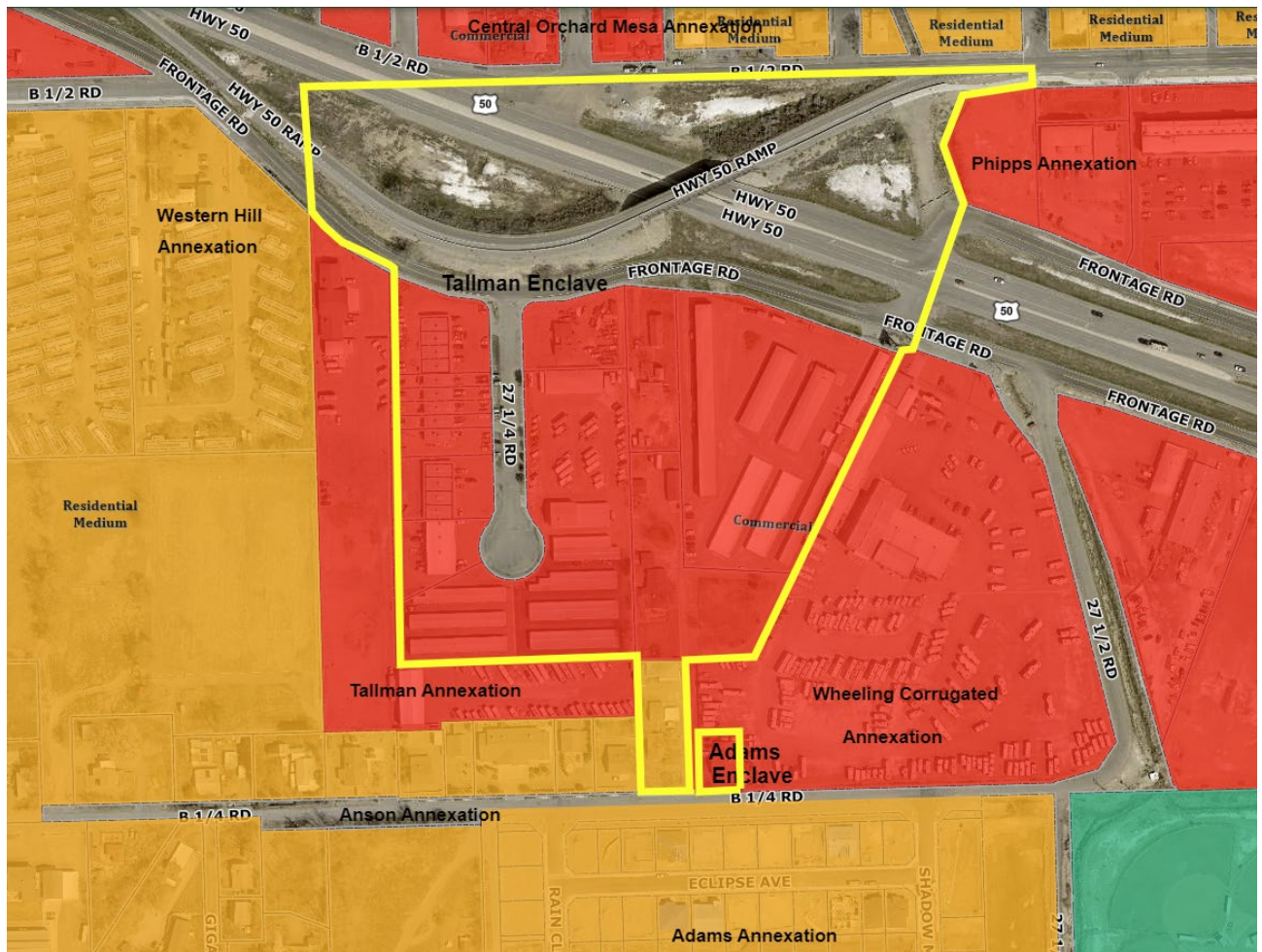
Dave Thornton
Principal Planner

Daniella Acosta
Senior Planner

CC: Tamra Allen, Community Development Director



Vicinity Map showing City Limits



Comprehensive Plan Land Use Map – Future Land Uses

NOTES:

Red = Commercial

Orange = Residential Medium

Neighborhood Meeting Notes

Tallman Enclave and Adams Enclave Neighborhood Meeting – held Tuesday, June 20, 2023 @ 5:30 PM

In attendance were city staff members:

David Thornton, Principal Planner
Dani Acosta, Senior Planner
Tim Lehrbach, Senior Planner
Trent Prall, Public Works Director
Gus Hendricks, Deputy Fire Chief

and 8 property owners representing eight of the twenty-three properties included in the proposed enclave annexations.

Attendees included:

Steve McLaughlin
Rhonda Mock
Zane Thompson
Lori Thompson
Kevin Green
Noma
Jeff
Joyce Luster

Staff provided information about the two annexations, discussed the proposed zoning of C-2 and R-8 and how they will affect existing land uses, and talked about some of the city services they can expect following annexation including Spring Clean-up, Fall leaf pick-up, street maintenance and streetlights.

The property owners will be notified when the Public Hearings are scheduled. A notice will be sent to each of them regarding the hearing dates with Planning Commission and City Council.

Questions from property owners included:

- Annexation impacts on existing uses
- Annexation impacts on taxes
- Annexation and public hearing timelines
- Attendance requirements for public hearings



July 24, 2023

Grand Junction, CO 81504

Dear Property Owner,

City staff met with several of you at a neighborhood meeting held June 20, 2023. At that meeting the annexation and zoning of your property was discussed. If you were unable to make that meeting, please feel free to reach out to us at your earliest convenience to discuss. Those in attendance were also told the City would send out a letter providing the annexation and zoning schedule when it was determined. The annexation and zoning are now scheduled. The schedule is provided below.

<i>ANNEXATION and ZONING SCHEDULE</i> Adams Enclave and Tallman Enclave	
Aug. 16, 2023	Notice of Intent to Annex (30 Day Notice to hearing), Exercising Land Use Immediately
Sept. 12, 2023	Planning Commission considers Zone of Annexation – Public Hearing
Sept. 20, 2023	1 st Reading on Annexation and Zoning by City Council
Oct. 4, 2023	Public hearing on Annexation and Zoning by City Council – 2 nd Reading
Nov. 5, 2023	Effective date of Annexation and Zoning

The proposed zoning will be Residential 8 (R-8) with densities between 5.5 and 8 dwelling units per acre for areas of the enclave that are shown as Residential Medium on the Land Use Map and Commercial C-2 for areas shown as Commercial on the Land Use Map. The R-8 and C-2 zone districts implement the City's 2020 One Grand Junction Comprehensive Plan Land Use Map. The Land Use Map designates this area a Residential Medium 5.5 to 12 dwelling units per acre and Commercial.

The annexation area consists of properties with existing development. The existing commercial development land uses are found to be in conformance with the proposed C-2 zone district. The residential land uses within the R-8 are allowed uses. Those residential uses in the C-2 will be legally nonconforming at the time of annexation that will be allowed to continue as a legal non-conforming land use within the city.

If you have any questions about the proposed annexation or the proposed city zoning for your property, please contact Dani Acosta, Senior Planner, at (970) 256-4089, or by email at daniellaa@gjcity.org or David Thornton, Principal Planner, at (970) 244-1450 or by e-mail to davidth@gjcity.org

We encourage you to attend both public hearings, currently scheduled for September 12, 2023 with the Grand Junction Planning Commission to consider zoning and October 4, 2023 with the Grand Junction City Council to consider annexation and zoning.

Please visit our website at www.gjcity.org for information about the City of Grand Junction.

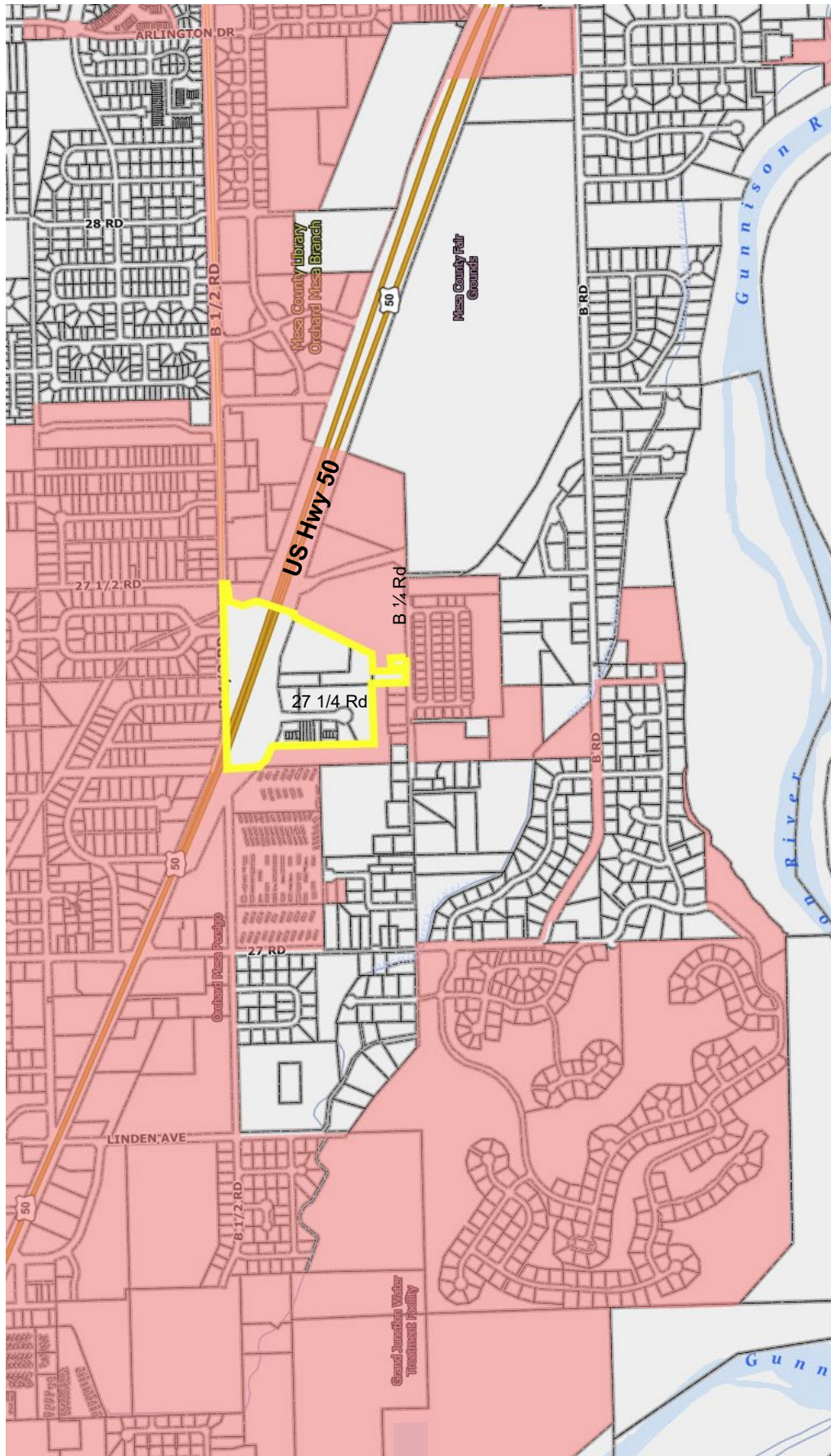
Sincerely,

A handwritten signature in blue ink, appearing to read "Tamra", followed by a stylized flourish or second name.

Tamra Allen
Community Development Director

CC: Greg Caton, City Manager
John Shaver, City Attorney

Enclosure (Map)





February 6, 2018

Joyce Luster Tallman LLC
2739 Highway 50
Grand Junction, CO 81503-2291

Re: Annexation Enclave of 2738 B ¼ Road

Dear Mrs. Luster Tallman:

In 1998 the Mesa County Board of Commissioners and the Grand Junction City Council adopted the "Persigo Agreement". This agreement established an urban development boundary and set a policy that before new development could occur within that boundary, the property must be annexed into the City.

Enclaves are defined as areas of unincorporated properties that are entirely surrounded by property that is within the City limits. As annexation occurs, enclaves of land that remain in the County may be created. The Persigo Agreement also requires that all enclaves be annexed within five years of creation and in accordance with state annexation laws.

On February 21, 2018, the City Council will consider an action to annex a piece of property located across the road (southside of B ¼ Road) from your current property at 2738 B ¼ Road (Parcel No. 2945-253-00-014) that is being proposed to be annexed called the "Adams Annexation" (see attached map). Your property will be enclaved by this annexation. Upon approval of the annexation and in adherence with the Agreement with Mesa County, the City will consider annexation of your property within 5 years which would occur on or before March 25, 2023.

When annexed, there are many benefits for those that own property or live within the City limits. Currently Grand Junction residents enjoy services such as the free annual City pick-up of junk and yard waste each spring, free leaf pick-up in the fall, street sweeping and the opportunity to serve its citizenry as a member of one of its many advisory boards. Annexation will not affect your water, sewer or electric service. Please visit the City website at www.gjcity.org for more information about the City of Grand Junction.

If you have questions about this correspondence or annexation please contact Scott D. Peterson, Senior Planner, at (970) 244-1447.

Respectfully,



Tamra Allen
Director of Community Development
City of Grand Junction

cc: Greg Caton, City Manager
John Shaver, City Attorney

Attachment
Annexation and Enclave Map



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS ADAMS ENCLAVE
ANNEXATION LOCATED AT 2738 B¹/₄ ROAD CONSISTING OF
APPROXIMATELY 0.23 ACRES WILL BE CONSIDERED FOR ANNEXATION
TO THE CITY OF GRAND JUNCTION, COLORADO,**

AND EXERCISING LAND USE CONTROL

WHEREAS, on the 16th day of August 2023, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Adams Enclave Annexation and more particularly described as follows:

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, more particularly described as follows:

Commencing at the Center South One-Sixteenth Corner of said Section 25 whence the Southwest One-Sixteenth Corner of said Section 25 bears S89°55'12"W a distance of 1,321.98 feet with all other bearings relative thereto; Thence S89°55'12"W a distance of 566.00 feet along the North line of the ADAMS ANNEXATION, ORDINANCE No. 4787, to the Point of Beginning of the *ADAMS ENCLAVE ANNEXATION*; Thence S89°55'12"W, continuing along said northerly line, a distance of 74.87 feet; Thence along the following three (3) courses of *WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145*: N00°04'48"W a distance of 133.00 feet; N89°55'12"E a distance of 75.00 feet; S00°01'25"E a distance of 133.00 feet to the Point of Beginning;

Said Parcel of land CONTAINING 9,967 Square Feet or 0.23 Acres, more or less.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R. S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 20th day of September 2023 with second reading of the proposed annexation ordinance on October 4, 2023.
3. Pursuant to the Municipal Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 16 day of August 2023.

Attest:

President of the Council

City Clerk

<i>PUBLISHED</i>
August 18, 2023
August 25, 2023
September 1, 2023
September 8, 2023



Grand Junction City Council

Regular Session

Item #2.a.v.

Meeting Date: August 16, 2023
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Daniella Acosta, Senior Planner

Information

SUBJECT:

A Resolution of Intent to Annex to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, and Exercising Land Use Control for the Tallman Enclave Annexation of 23.35 Acres, Located at 241 27 ¼ Road, 239 27 ¼ Road, 237 27 ¼ Road, 235 27 ¼ Road, 232 27 ¼ Road, 240 27 ¼ Road, 2735 Highway 50, 2736 ½ B ¼ Road, 2736 B ¼ Road and 2739 Highway 50, and Setting a Public Hearing for October 4, 2023

RECOMMENDATION:

Staff recommends approval of the Resolution.

EXECUTIVE SUMMARY:

The proposed Tallman Enclave Annexation includes 23 properties and is eligible to be annexed as an enclave annexation. The annexation area is located at 241 27 ¼ Rd, 239 27 ¼ Rd, 237 27 ¼ Rd, 235 27 ¼ Rd, 232 27 ¼ Rd, 240 27 ¼ Rd, 2735 Hwy 50, 2736 ½ B ¼ Rd, 2736 B ¼ Rd and 2739 Hwy 50 and consists of 23.35-acres including 10.76 acres of right-of-way. The properties have a wide range of existing uses, ranging from heavy commercial, contractor shops (including vacant for-rent commercial units), automotive services shops, environmental services, self-storage and residential homes.

Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. Once the five years pass, the City initiates the annexation process and zone of annexation. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Tallman Enclave has been enclaved since March 25, 2018. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

Enclave Annexation.

The proposed Tallman Enclave Annexation includes 23 properties located at 241 27 ¼ Rd, 239 27 ¼ Rd, 237 27 ¼ Rd, 235 27 ¼ Rd, 232 27 ¼ Rd, 240 27 ¼ Rd, 2735 Hwy 50, 2736 ½ B ¼ Rd, 2736 B ¼ Rd and 2739 Hwy 50, and is eligible to be annexed. The enclave area consists of 23.35 acres and includes 10.76 acres of US Hwy 50 and frontage road, the B ½ Rd Bridge and 27 ¼ Rd.

The property is Annexable Development. Under the 1998 Persigo Agreement with Mesa County, the City is to annex all Enclave areas within five (5) years. State law allows a municipality to annex enclave areas unilaterally after they have been enclaved for a period of three (3) years. The Tallman Enclave has been enclaved since March 25, 2018.

The schedule for the annexation and zoning is as follows:

- Notice of Intent to Annex (30 Day Notice), Exercising Land Use – August 16, 2023
- Planning Commission considers Zone of Annexation – September 12, 2023
- Introduction of Proposed Ordinances for Annexation and Zoning by City Council – September 20, 2023
- Public Hearing on Annexation and Zoning by City Council – October 4, 2023
- Effective date of Annexation and Zoning – November 5, 2023

The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action. Zoning requires review and recommendation by the Planning Commission.

FISCAL IMPACT:

This area is already developed. City services are supported by a combination of property taxes and sales/use taxes. The revenue generated from City property taxes will be \$15,277. Sales and use tax revenues will be dependent on consumer spending on City taxable items for residential uses.

Utilities - Water and sewer services are available to this property. This property is within the Ute Water District service area. The property is currently within the Persigo 201 Sewer Service Area and sewer service is already available on 27 ¼ Road, Frontage Rd, and B ¼ Rd. No annexation impacts on sewer service.

Fire Department - This enclave area is in the Grand Junction Rural Fire Protection District, which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 9.6560 mill levy that generates property tax revenue of \$18,440 per year based on an assessed value of \$1,909,650 for the parcels in the enclave. No changes in fire protection and emergency medical response are

expected due to this enclave annexation. Primary response is from Fire Station 4 at 2884 B ½ Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 4 has the capacity to handle calls for service resulting from this annexation.

Police Department - Information Pending

Public Works - The annexation takes in 700 feet of Hwy 50 Frontage Road that is maintained by CDOT. The annexation also takes in 500 feet of local road 27 1/4 Road with a pavement condition index (PCI) of less than 40. There is no curb and gutter and no storm drain facilities other than a few culverts. There are also no street lights. Street sweeping and minimal storm drain maintenance in the borrow ditch is estimated at \$200 per year. An overlay/minor street reconstruction of the 19,670 square feet of pavement surface on 27 ¼ Rd is anticipated within 5 years and is estimated at \$88,000.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 73-23, a resolution of Notice of Intent to Annex, to the City Council for the annexation of lands to the City of Grand Junction, Colorado and exercising land use control for the Tallman Enclave Annexation of 23.35 acres, located 241 27 ¼ Rd, 239 27 ¼ Rd, 237 27 ¼ Rd, 235 27 ¼ Rd, 232 27 ¼ Rd, 240 27 ¼ Rd, 2735 Hwy 50, 2736 ½ B ¼ Rd, 2736 B ¼ Rd and 2739 Hwy 50 and set a public hearing for October 4, 2023.

Attachments

1. Tallman Enclave and Adams Enclave Neighborhood Meeting Notes
2. First Letter of Annexation Notice to Property Owners (1)
3. Letter of Annexation Notice to Property Owners
4. TALLMAN-ENCLAVE-ANNEXATION LEGAL DESCRIPTION
5. TALLMAN-ENCLAVE-ANNEXATION MAP
6. Annexation Schedule - Table - Tallman Enclave Annexation
7. RES-Tallman Enclave 20230804

Neighborhood Meeting Notes

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In attendance were city staff members:

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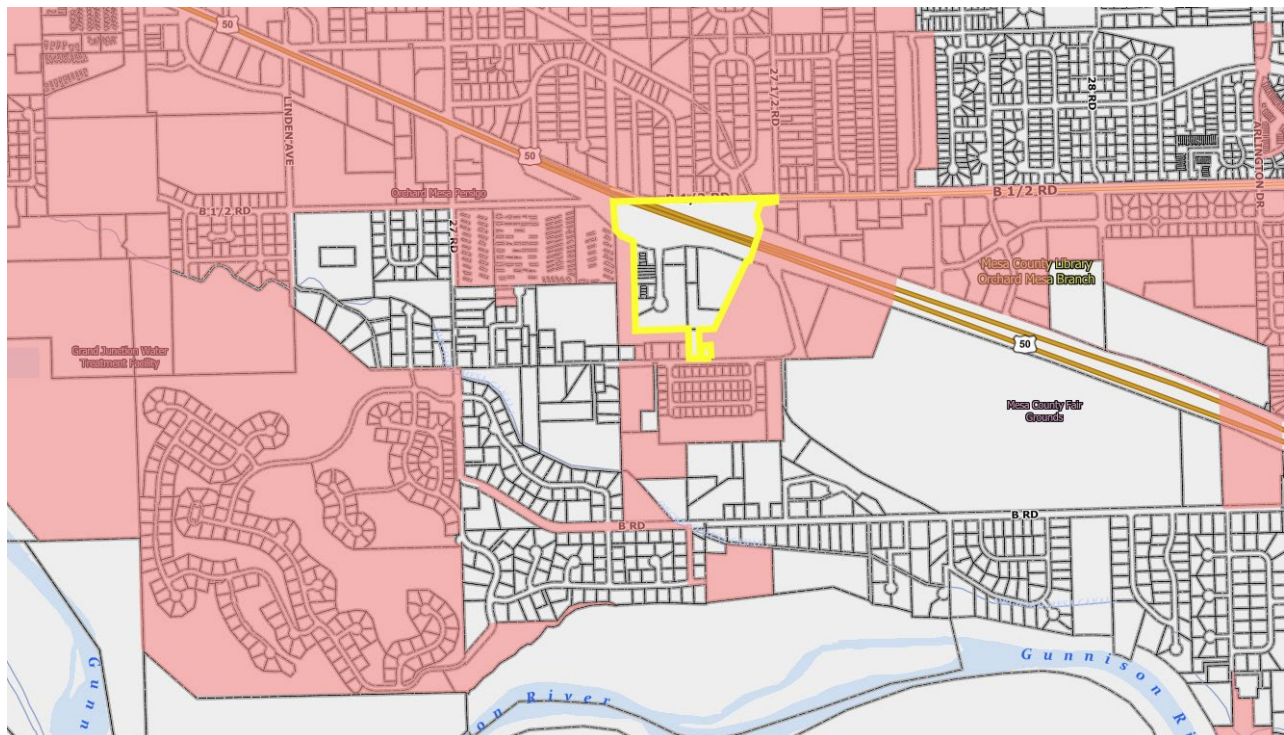
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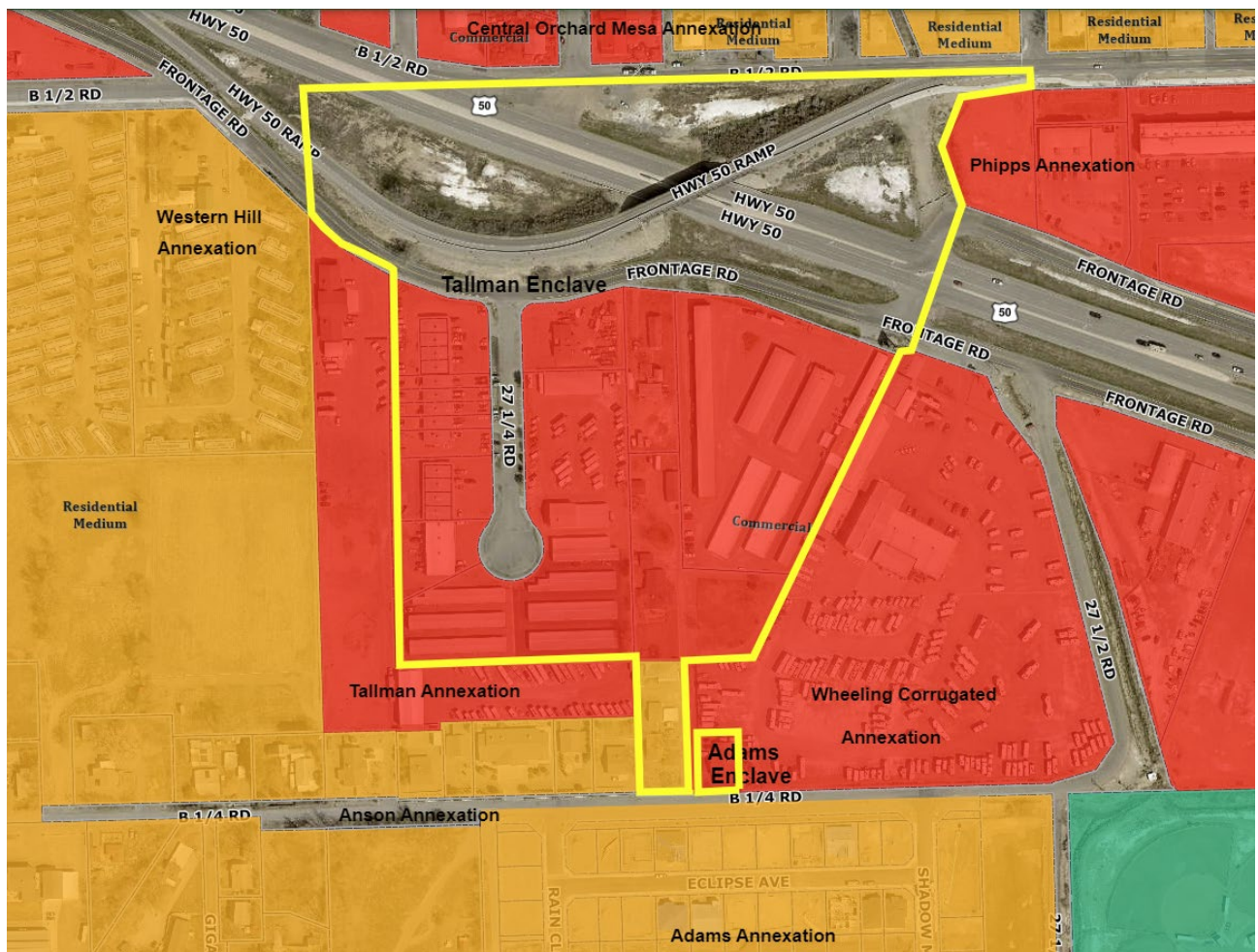
Dave Thornton
Principal Planner

Daniella Acosta
Senior Planner

CC: Tamra Allen, Community Development Director



Vicinity Map showing City Limits



Comprehensive Plan Land Use Map – Future Land Uses

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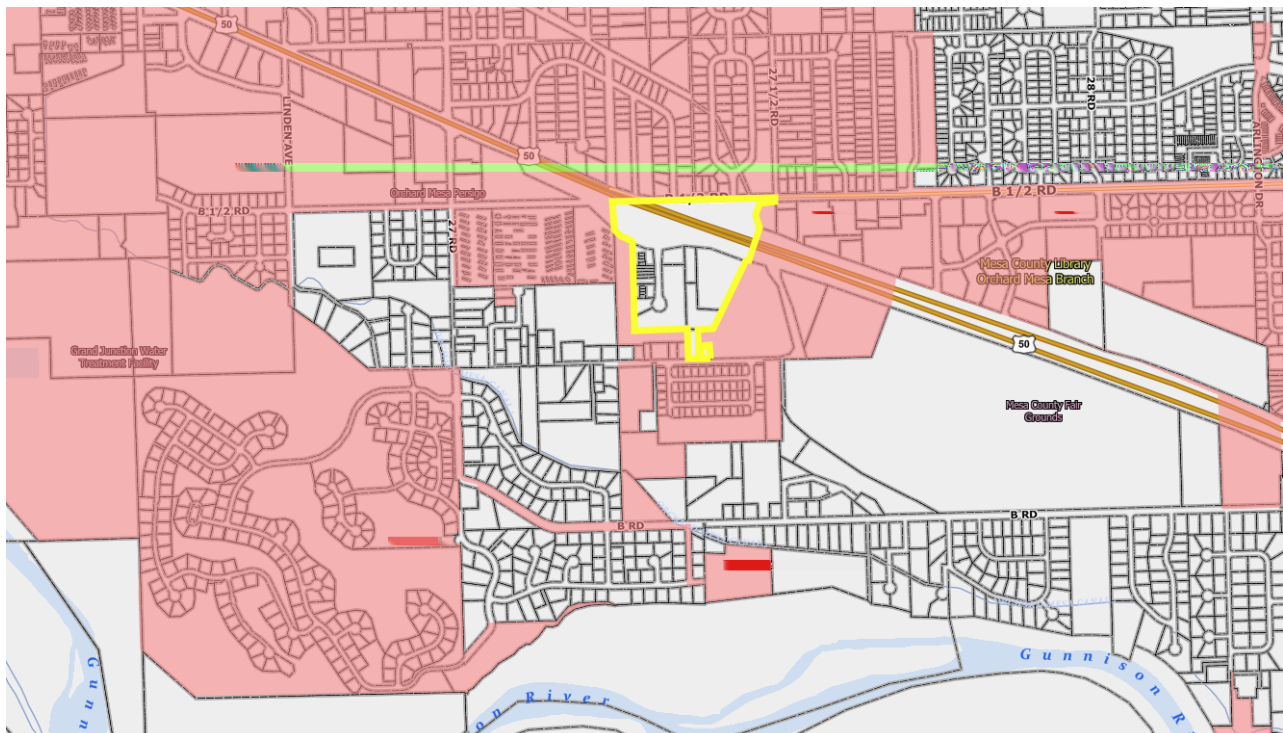
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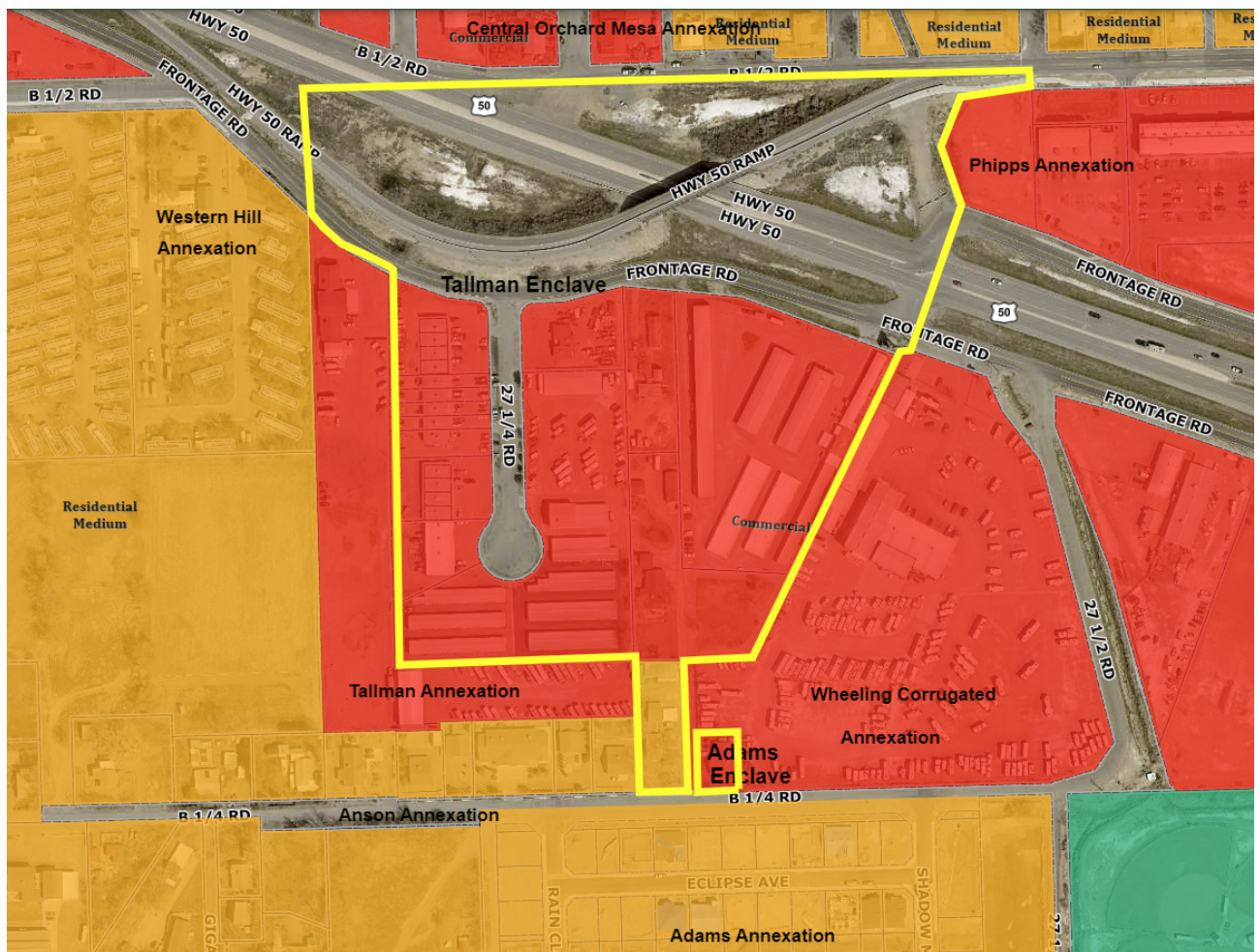
Dave Thornton
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CC: Tamra Allen, Community Development Director



Vicinity Map showing City Limits



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Red = Commercial

Orange = Residential Medium

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Commencing at the Southwest 1/16 Corner of said Section 25 whence the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;

Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of *TALLMAN ANNEXATION, ORDINANCE No. 4797*;

Thence N89°55'12"E along the southerly line of said annexation, a distance of 569.58 feet *to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION*;

Thence along the easterly line of the aforementioned *TALLMAN ANNEXATION*, the following seven (7) courses: N00°12'47"W a distance of 245.65 feet; S89°59'29"W a distance of 435.00 feet; N00°00'31"W a distance of 338.05 feet; N01°05'56"E a distance of 374.68 feet;

N59°05'50"W a distance of 31.60 feet; N59°28'33"W a distance of 57.47 feet;

N45°07'33"W a distance of 91.00 feet to a point on the easterly line of *WESTERN HILLS*

ANNEXATION No. 2, ORDINANCE 2628; Thence N00°01'03"W a distance of 233.00 feet along said easterly line to a point on the southerly line of *CENTRAL ORCHARD MESA*

ANNEXATION, ORDINANCE No. 1481; Thence S89°59'47"E along said southerly line, a distance of 1,306.35 feet to the northwesterly corner of *PHIPPS ANNEXATION, ORDINANCE No. 1665*; Thence along the westerly line of said annexation, the following four (4) courses:

S00°05'30"W a distance of 30.00 feet;

S80°54'30"W a distance of 116.70 feet; S21°55'00"W a distance of 96.20 feet; S13°45'00"E a distance of 105.48 feet to the northwesterly corner of *WHEELING CORRUGATED*

ANNEXATION, ORDINANCE No. 3145; Thence along the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet;

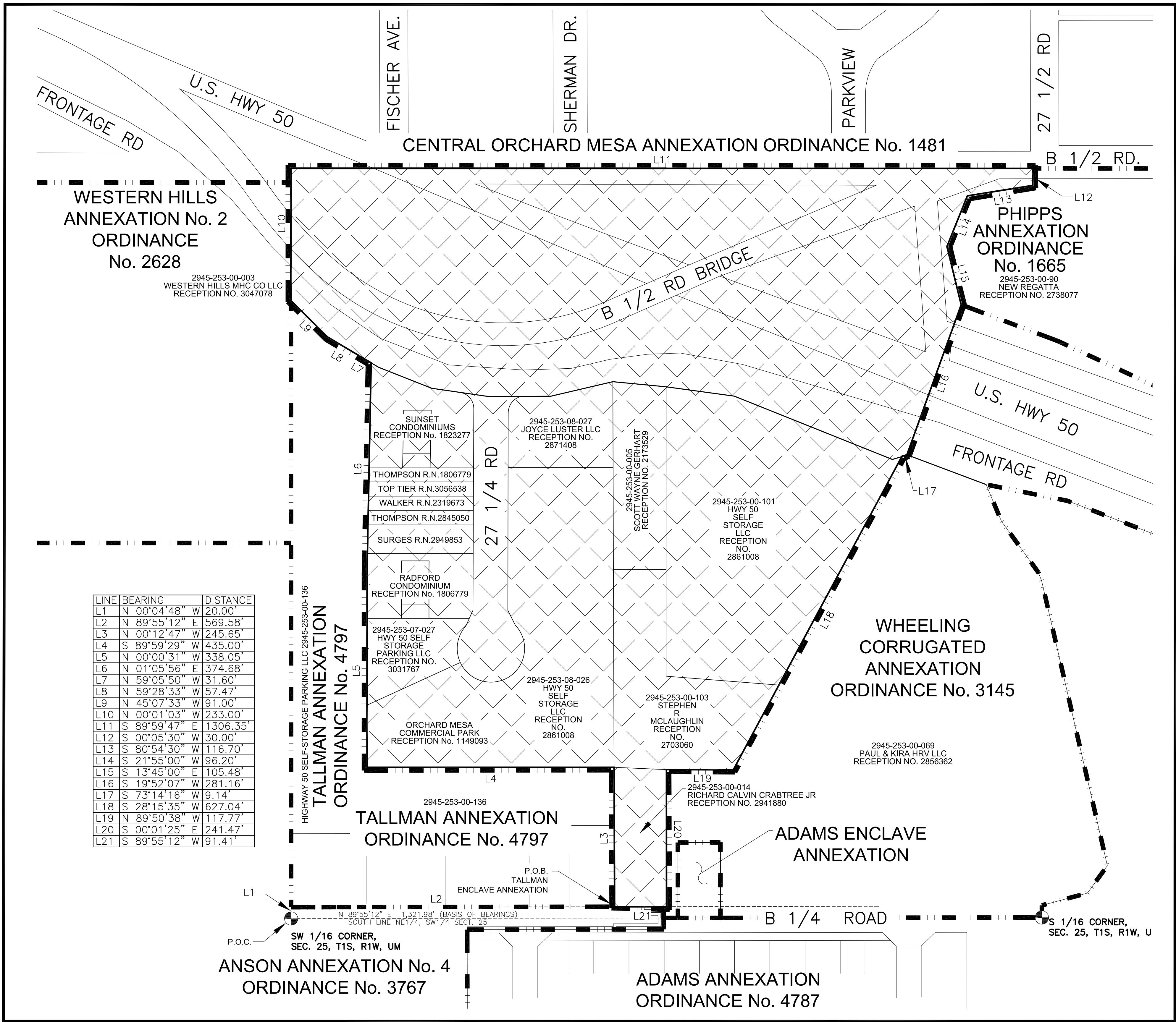
S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road;

Thence S89°55'12"W a distance of 91.41 feet to the *Point of Beginning of the TALLMAN ENCLAVE ANNEXATION*;

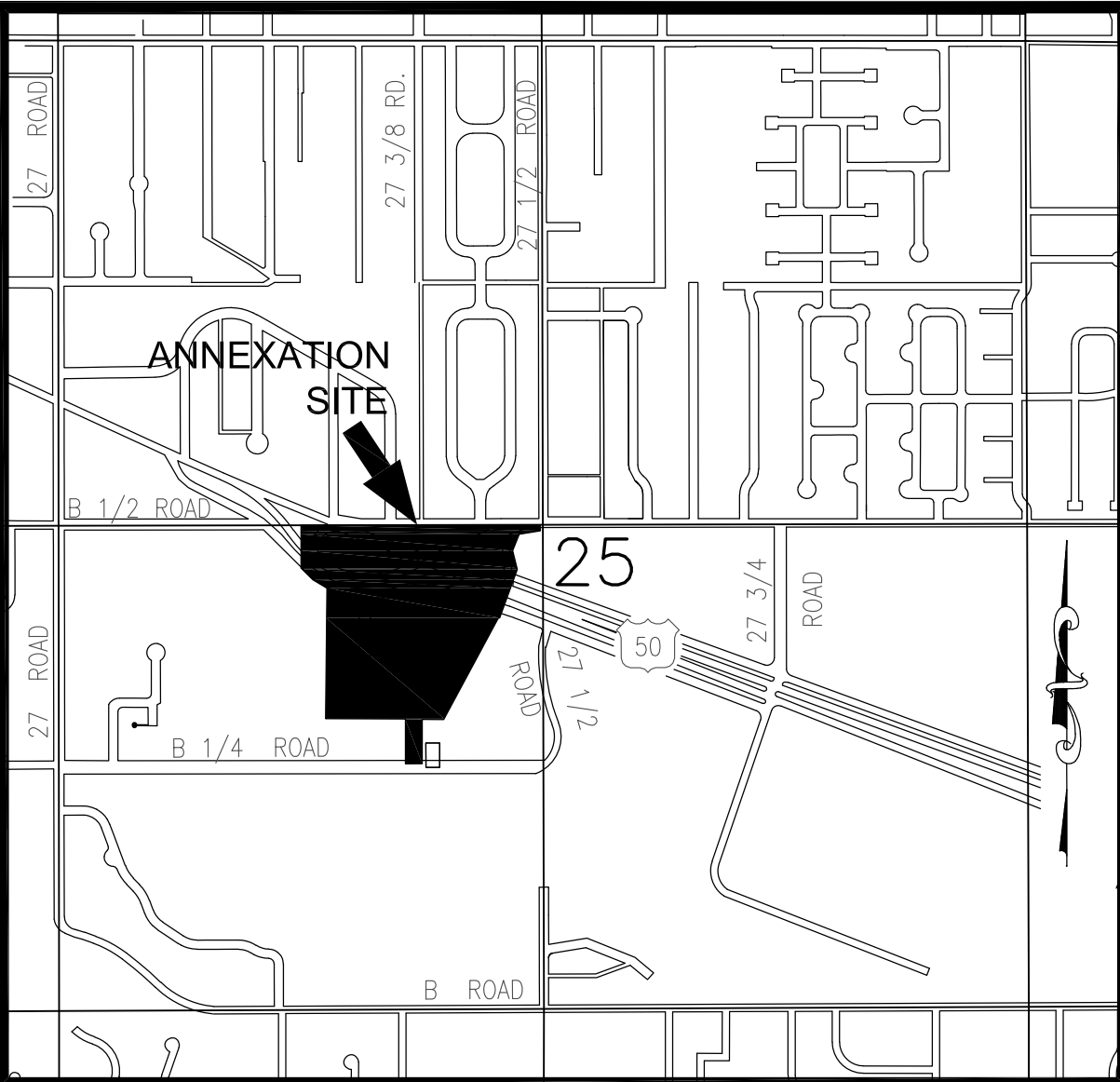
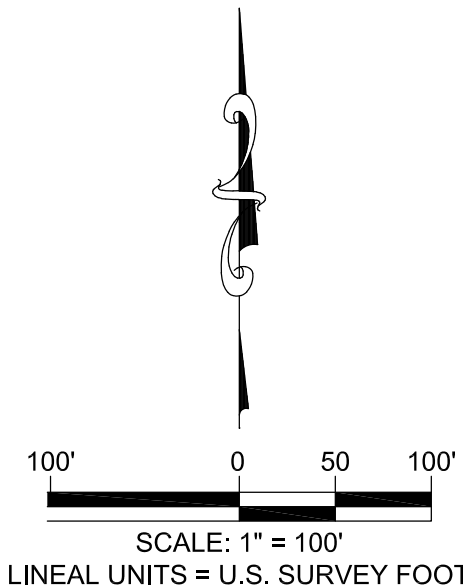
Said Parcel of land CONTAINING 1,017,303 Square Feet or 23.35 Acres, more or less.

TALLMAN ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4, SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



LINE	BEARING	DISTANCE
L1	N 00°04'48" W	20.00'
L2	N 89°55'12" E	569.58'
L3	N 00°12'47" W	245.65'
L4	S 89°59'29" W	435.00'
L5	N 00°00'31" W	338.05'
L6	N 01°05'56" E	374.68'
L7	N 59°05'50" W	31.60'
L8	N 59°28'33" W	57.47'
L9	N 45°07'33" W	91.00'
L10	N 00°01'03" W	233.00'
L11	S 89°59'47" E	1306.35'
L12	S 00°05'30" W	30.00'
L13	S 80°54'30" W	116.70'
L14	S 21°55'00" W	96.20'
L15	S 13°45'00" E	105.48'
L16	S 19°52'07" W	281.16'
L17	S 73°14'16" W	9.14'
L18	S 28°15'35" W	627.04'
L19	N 89°50'38" W	117.77'
L20	S 00°01'25" E	241.47'
L21	S 89°55'12" W	91.41'



LEGAL DESCRIPTION

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Commencing at the Southwest 1/16 Corner of said Section 25 whence the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;
Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of TALLMAN ANNEXATION, ORDINANCE No. 4797;
Thence N89°55'12"E along the southerly line of said annexation, a distance of 569.58 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;
Thence along the easterly line of the aforementioned TALLMAN ANNEXATION, the following seven (7) courses: N00°12'47"W a distance of 245.65 feet; S89°59'29"W a distance of 435.00 feet; N00°00'31"W a distance of 338.05 feet; N01°05'56"E a distance of 374.68 feet; N59°05'50"W a distance of 31.60 feet; N59°28'33"W a distance of 57.47 feet;
N45°07'33"W a distance of 91.00 feet to a point on the easterly line of WESTERN HILLS ANNEXATION No.2, ORDINANCE No. 3628; Thence N00°01'03"W a distance of 233.00 feet along said easterly line to a point on the southerly line of CENTRAL ORCHARD MESA ANNEXATION, ORDINANCE No. 1481; Thence S89°59'47"E along said southerly line, a distance of 1,306.35 feet to the northwesterly corner of PHIPPS ANNEXATION, ORDINANCE No. 1665; Thence along the westerly line of said annexation, the following four (4) courses: S00°05'30"W a distance of 30.00 feet; S80°54'30"W a distance of 116.70 feet; S21°55'00"W a distance of 96.20 feet; S13°45'00"E a distance of 105.48 feet to the northwesterly corner of WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145; Thence along the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet; S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road; Thence S89°55'12"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;
Said Parcel of land CONTAINING 1,017,303 Square Feet or 23.35 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	4,829 FT.
CONTIGUOUS PERIMETER	4,829 FT.
AREA IN SQUARE FEET	1,017,303 FT ²
AREA IN ACRES	23.35
AREA WITHIN R.O.W.	468,556 FT ²
	10.76 ACRES
AREA WITHIN DEEDED R.O.W.	0 FT ²
	0.0 ACRES

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
REC.	RECEPTION

SQ. FT.

AP	ARC	CHD.	CHB.	BLK.	P.B.	BK.	PG.	HOR. DIST.
ANGLE	RADIUS	CHORD LENGTH	CHORD BEARING	BLOCK	PLAT BOOK	BOOK	PAGE	HORIZONTAL DISTANCE

ORDINANCE NO. PRELIMINARY

EFFECTIVE DATE PRELIMINARY

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

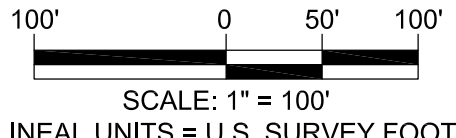
PRELIMINARY

JODIE L GREIN DATE
STATE OF COLORADO - P.L.S. NO. 38075
FOR ROLLAND CONSULTING ENGINEERS
405 RIDGES BLVD. - SUITE A
GRAND JUNCTION, CO. 81507

C:\Projects\C3407 TALLMAN ENCLAVE ANNEXATION\C3407-TALLMAN-ENCLAVE-ANNEXATION.dwg - PLOTTED 2023-05-09

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: JAM DATE: 5/9/2023
DESIGNED BY: JLG DATE: 5/9/2023
CHECKED BY: JLG DATE: 5/9/2023



PUBLIC WORKS
ENGINEERING DIVISION

TALLMAN ENCLAVE ANNEXATION

Located in the NE1/4, SW1/4 SECTION 25, TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

TALLMAN ENCLAVE ANNEXATION SCHEDULE

August 16, 2023	Notice of Intent to Annex (30 Day Notice), Exercising Land Use
Sept. 12, 2023	Planning Commission considers Zone of Annexation
Sept. 20, 2023	Introduction of Ordinance on Annexation and Zoning by City Council
October 4, 2023	Public Hearing on Annexation and Zoning by City Council
November 5, 2023	Effective date of Annexation and Zoning

ANNEXATION SUMMARY

File Number:		ANX-2023-263
Location:		22 1/4 Road, B 1/4 Road & Hwy 50 (frontage Rd)
Tax ID Numbers:		See list
# of Parcels:		23
Existing Population:		7
# of Parcels (owner occupied):		3
# of Dwelling Units:		3
Acres land annexed:		23.35
Developable Acres Remaining:		1
Right-of-way in Annexation:		10.76 acres (27 1/4 Road, B 1/4 Road), B 1/2 Rd, Hwy 50)
Previous County Zoning:		C-2 and RSF-4
Proposed City Zoning:		C-2 and R-8
Current Land Use:		Commercial
Comprehensive Plan Land Use:		Commercial
Values:	Assessed:	\$1,909,650
	Actual:	\$6,042,940
Address Ranges:		232 - 241 27 1/4 Rd, 2735 Hwy 50, 2736 & 2736 1/2 B 1/4 Rd
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	GJ Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation
	School:	District 51
	Pest:	Grand River Mosquito Control District
	Other:	Colorado River Water Conservancy

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF GRAND JUNCTION
GIVING NOTICE THAT A TRACT OF LAND KNOWN AS TALLMAN ENCLAVE
ANNEXATION 241 27 ½ RD, 239 27 ¼ RD, 237 27 ¼ RD, 235 27 ¼ RD, 232 27
¼ RD, 240 27 ¼ RD, 2735 HWY 50, 2736 ½ B ¼ RD, 2736 B ¼ RD AND 2739
HWY 50 CONSISTING OF APPROXIMATELY 23.25 ACRES WILL BE
CONSIDERED FOR ANNEXATION TO THE CITY OF GRAND JUNCTION,
COLORADO, AND EXERCISING LAND USE CONTROL**

WHEREAS, on the 16th day of August 2023, the Community Development Director filed with the City Clerk of the City of Grand Junction, Colorado, a request that the City Council of the City of Grand Junction commence proceedings to annex to the City of Grand Junction a certain tract of land in the County of Mesa, State of Colorado, commonly known as the Tallman Enclave Annexation and more particularly described as follows:

A parcel of land being a part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Southwest 1/16 Corner of said Section 25 whence the South 1/16 Corner of said Section 25 bears N89°55'12"E a distance of 1,321.98 feet with all other bearings relative thereto;

Thence N00°04'48"W a distance of 20.00 feet to a point on the northerly Right-of-Way of B 1/4 Road and the southerly line of TALLMAN ANNEXATION, ORDINANCE No. 4797;

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N59°28'33"W a distance of 57.47 feet;

N45°07'33"W a distance of 91.00 feet to a point on the easterly line of WESTERN HILLS ANNEXATION No.2, ORDINANCE 2628; Thence

N00°01'03"W a distance of 233.00 feet along said easterly line to a point on the southerly line of CENTRAL ORCHARD MESA ANNEXATION, ORDINANCE No.

1481; Thence S89°59'47"E along said southerly line, a distance of 1,306.35 feet

to the northwesterly corner of PHIPPS ANNEXATION, ORDINANCE No. 1665;

Thence along the westerly line of said annexation, the following four (4) courses:

S00°05'30"W a distance of 30.00 feet;

S80°54'30"W a distance of 116.70 feet; S21°55'00"W a distance of 96.20 feet; S13°45'00"E a distance of 105.48 feet to the northwesterly corner of WHEELING CORRUGATED ANNEXATION, ORDINANCE No. 3145; Thence along the easterly line of said annexation, the following five (5) courses: S19°52'07"W a distance of 281.16 feet; S73°14'16"W a distance of 9.14 feet; S28°15'35"W a distance of 627.04 feet; N89°50'38"W a distance of 117.77 feet; S00°01'25"E a distance of 241.47 feet to a point on the northerly Right-of-Way of B 1/4 Road; Thence S89°55'12"W a distance of 91.41 feet to the Point of Beginning of the TALLMAN ENCLAVE ANNEXATION;

Said Parcel of land CONTAINING 1,017,303 Square Feet or 23.35 Acres, more or less.

The area proposed to be annexed is entirely contained within the boundaries of the City of Grand Junction and said area has been so surrounded for a period of not less than 3 years, pursuant to 31-12-106(1). C. R S.

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

1. That the City Clerk of the City of Grand Junction is hereby directed to give notice of the City Council's intent to annex the aforementioned area pursuant to the Municipal Annexation Act of 1965.
2. That the ordinance annexing the subject area for introduction and first reading on the 20th day of September 2023 with second reading of the proposed annexation ordinance on October 4, 2023.
3. Pursuant to the Municipal Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED this 16 day of August 2023.

Attest:

President of the Council

City Clerk

PUBLISHED
August 18, 2023
August 25, 2023
September 1, 2023

September 8, 2023



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 16, 2023
Presented By: Trenton Prall, Public Works Director
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Intergovernmental Agreement (IGA) with Colorado Department of Transportation for 2nd Street Promenade Construction

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the Construction of 2nd Street Promenade as part of the I-70B Phase 6 construction.

EXECUTIVE SUMMARY:

The Colorado Department of Transportation recently was awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the construction of Multi-Modal Options for a Vibrant, Equitable (MOVE) Western Slope Project that will include the 2nd Street Promenade, I-70B Improvements and the Mobility Hub. As part of the April 2022 City resolution supporting the application, Council authorized \$1 million in cash match as a local contribution for the project for the construction of the 2nd Street Promenade. The Intergovernmental Agreement with CDOT commits the City up to a maximum of \$1 million for the proposed work.

BACKGROUND OR DETAILED INFORMATION:

CDOT's Statewide Transit Plan envisions a modally integrated transit system that provides local, regional, and interregional connectivity and is affordable, efficient, and easy to use. Similarly, the City's recently adopted Comprehensive Plan provides in Plan Principle 6: Efficient and Connected Transportation, a goal to "Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes. In addition, the plan provides strategy e as follows: Public Transportation -- Support a robust public transportation system that includes local transit, paratransit, and other fixed-route elements that collectively provide timely, efficient service

throughout the City and valley while connecting to the Front Range, and other Western Slope communities. Support development of centralized transit hub facilities for services such as Bustang, Amtrak, GVT and Greyhound.

The downtown bus terminal closed in 2021 when both Bustang and Greyhound services declined to renew their respective leases. Both bus services are temporarily located at the Grand Valley Transit downtown transfer facility. With the recent closure, CDOT commenced a mobility hub analysis for the Grand Junction area to ultimately develop conceptual plans for a mobility hub.

The purpose of the Grand Junction mobility hub project is to provide a centralized location for frequent, reliable, and high-quality transit and multimodal mobility choices in central Grand Junction.

Consistent with city, county, and regional plans, the implementation of a mobility hub seeks to:

- Create a centralized hub to facilitate between modes
- Improve local and regional connectivity
- Provide greater transit access
- Improve safety for all modes of transportation
- Improve connectivity between residential areas and employment
- Extend the transit and multimodal network
- Increase transit reliability
- Support the stability of local neighborhoods and businesses
- Facilitate a visitor experience that does not require a vehicle

Such a hub would serve as a focal point for residents and visitors to access multimodal transportation options in a central location. Options for the hub could include services such as Greyhound, Bustang, Grand Valley Transit, passenger rail, rideshare connections, as well as nonmotorized transportation, such as biking, bike parking, scooters, e-bikes and access for walkers. All of these elements are available in the Grand Junction area, but they are not all tied together.

The Colorado Department of Transportation was recently awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the construction of Multi-Modal Options for a Vibrant, Equitable (MOVE) Western Slope Project that will include the 2nd Street Promenade, I-70B Improvements and the Mobility Hub. CDOT requested the City put forth matching funds for the inclusion of the 2nd Street Promenade in the grant application. City financial participation strengthened the grant application by portraying collaboration and partnership along with a diversity of funding sources.

As part of the April 2022 City resolution supporting the application, Council authorized \$1 million in cash match as a local contribution for the project for the construction of the 2nd Street Promenade.

While City, County, MPO/GVT staff continue to work with CDOT on the location, design and configuration of the Mobility Hub, I-70B Phase 6 from Main Street to 4th Street is slated for construction to start in late 2023. This construction contract will also include the construction of the 2nd Street Promenade from just south of Pitkin to north of Ute Ave. The Intergovernmental Agreement with CDOT commits the City up to a maximum of \$1 million for the proposed work.

FISCAL IMPACT:

The City's \$1,000,000 contribution to the project will be included in the recommended 2024 budget in the .75% Sales Tax Capital Improvement Fund.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 74-23, a resolution entering into an agreement with the Colorado Department of Transportation for the 2nd Street Promenade to be constructed as part of I-70B Phase 6 project, authorizing City matching funds and authorizing the City Manager to sign an agreement with the Colorado Department of Transportation.

Attachments

1. Draft OLA 23583 Grand Junction 331003067 20230630
2. 23583_2ndSt-IGA-Limits_20230718
3. RES-CDOT 2nd Street
4. Resolution No. 29-22 ~ A RESOLUTION SUPPORTING THE COLORADO DOT S APPLICATION FOR A REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY

(Local \$CDOTWRK)
PROJECT: NHPP 070A-037 (23583)

REGION: R3 (BH)

CONTRACT

THIS CONTRACT, executed this ____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and CITY OF GRAND JUNCTION, 250 NORTH 5TH STREET, GRAND JUNCTION, Colorado, 81501, CDOT Vendor #: 0002000027 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Contract Total: \$1,000,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of I-70B Grand Junction South of Rood, and the Local Agency shall provide their Contribution toward the Project, in , Grand Junction, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on May 11, 2033, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$1,000,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$1,000,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.

- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The City of Grand Junction will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The City of Grand Junction will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R3, 22 South 6th Street, Rm 317, Grand Junction, CO 81501. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Mark Rogers
CDOT Region 3
22 South 6th Street, Rm 317
Grand Junction, Colorado 81501
970-683-6252
mark.rogers@state.co.us

If to the Local Agency:
Trent Prall
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501
970-244-1502
trentonp@gjcity.org

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY CITY OF GRAND JUNCTION By: _____ Title: _____ _____ *Signature Date: _____	STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
2nd The Local Agency Signature [if Needed] By: _____ Title: _____ _____ *Signature Date: _____	

EXHIBIT A
SCOPE OF WORK

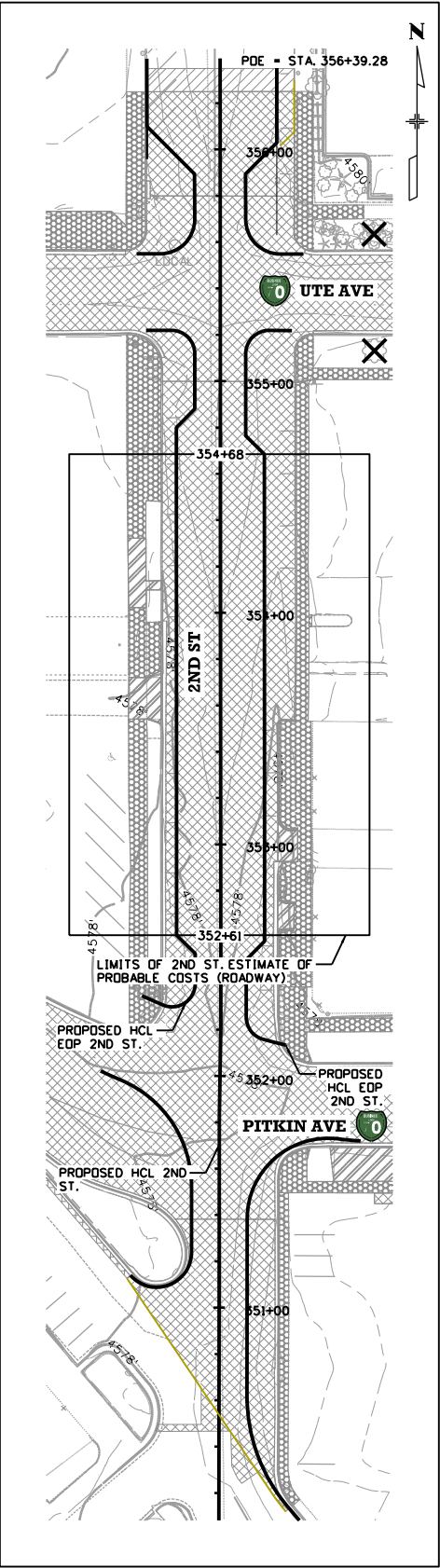
Name of Project: I-70B South of Rood
Project Number: NHPP 070A-037
Subaccount #: 23583

Scope of work for City of Grand Junction 2nd Street Promenade

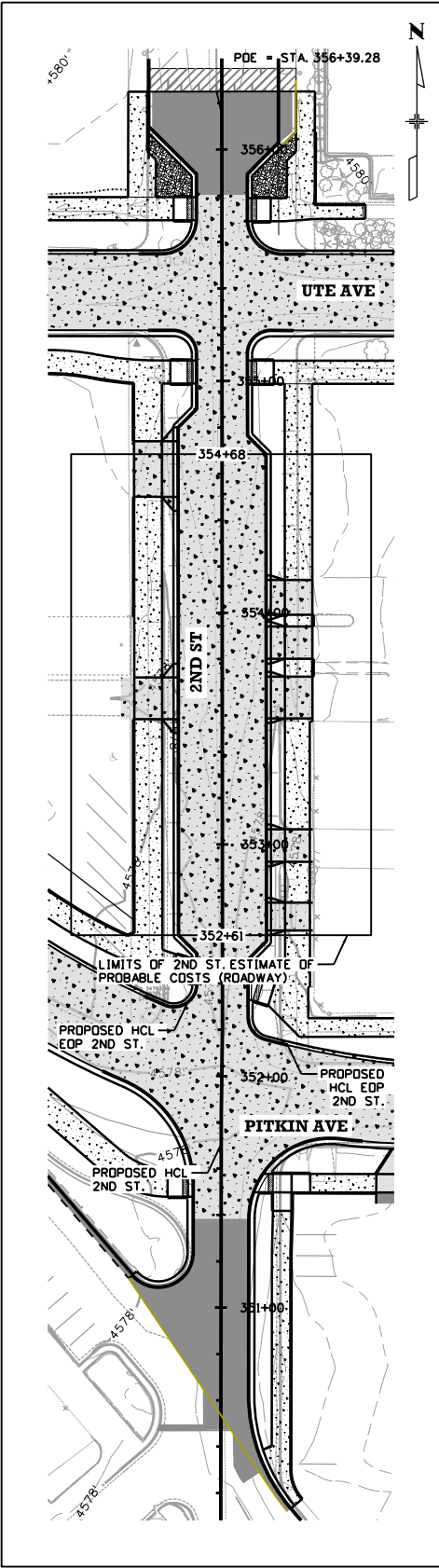
In accordance with the RAISE Grant application the City of Grand Junction will reimburse CDOT \$1,000,000 for the following additional work for the City of Grand Junction on our I-70B Grand Junction South of Rood project (23583).

Improvements will address congestion, bring multimodal improvements that will allow for a safer and more comfortable travel experience for cars, pedestrians, and cyclists; and provide effective business access along the corridor.

The work associated with the City of Grand Junction's Contribution includes roadway, multimodal, lighting, and landscaping improvements on 2nd Street between Ute Avenue and Pitkin Avenue. These improvements support the City's 2nd Street promenade vision. Roadway improvements include a full reconstruction of 2nd Street with new pavement, curb and gutter, and drainage infrastructure. Multimodal improvements include a 12-ft sidewalk along each side of 2nd St, ADA curb ramps, and curb extensions to reduce pedestrian crossing distances at 2nd Street. Lighting improvements include eight "acorn" style pedestrian lights and two streetlights. Landscaping improvements will match the xeriscape theme of the I-70B corridor.



EXISTING CONDITION
(NOT TO SCALE)



PROPOSED CONDITION
(NOT TO SCALE)

2ND STREET RECONSTRUCTION
BETWEEN UTE AVENUE AND PITKIN AVENUE
STA 352+61 TO STA 354+68

RESOLUTION NO. XX-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE 2ND STREET PROMENADE STATE HIGHWAYS IN THE CITY

RECITALS:

The Colorado Department of Transportation (CDOT) was awarded a Federal RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grant for the construction of a MOVE (Multi-Modal Options for a Vibrant Equitable) project.

On April 6, 2022 with the adoption of Resolution 29-22, a copy of which is attached and incorporated by reference as if fully set forth, the City Council authorized \$1.0 million as cash match for the construction of the 2nd Street Promenade and certain improvements collectively referred to as the Mobility Hub (MOVE Project or Project).

The intergovernmental agreement and construction contract authorized and approved by and with this Resolution commits the City up to a maximum of \$1.0 million for the proposed work.

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

- a. The City Council hereby authorizes the City Manager to execute the necessary or required documents, intergovernmental agreement, and construction contract, with the Colorado Department of Transportation to fund and construct the MOVE Project known as the 2nd Street Promenade and the Mobility Hub.
- b. The City Council finds and determines that the intergovernmental agreement, and construction contract are in the best interest of the City.
- c. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the Contract.
- d. This Resolution shall be in full force and effect from the date on which the Contract is signed, if at all.

PASSED AND ADOPTED this 16th day of August 2023.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT

RESOLUTION NO. 29-22

A RESOLUTION SUPPORTING THE COLORADO DEPARTMENT OF TRANSPORTATION'S APPLICATION FOR A REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT FROM THE US DEPARTMENT OF TRANSPORTATION FOR THE MULTIMODAL OPTIONS FOR A VIBRANT, EQUITABLE (MOVE) WESTERN SLOPE PROPOSAL FOR US DOT RAISE GRANT FUNDING

Recitals:

Colorado Department of Transportation's (CDOT) *Multimodal Options for a Vibrant, Equitable (MOVE) Western Slope* project (Project) will advance a regional approach to improving multimodal network connectivity in rural communities along the I-70 corridor in Western Colorado. The Grand Junction Mobility Corridor project, along with the other projects included in the *MOVE Western Slope* initiative, will make travel safer, more accessible, and more active in the City of Grand Junction and across the Western Slope.

The Project focuses on the creation of a mobility hub that will provide a centralized hub to facilitate between travel modes, improve local and regional connectivity, provide greater access, improve safety for all travel modes, improve connectivity between residential areas and employment, extend the transit and multi-modal network, support the stability of local neighborhoods and businesses, and facilitate a visitor experience that does not require a vehicle. The Project also includes CDOT's I-70B Phase 6 and the 2nd Street Promenade helping to economically revitalize an underutilized area of Downtown.

After due consideration, the City Council of the City of Grand Junction supports the Project and desires CDOT to submit a *Rebuilding American Infrastructure with Sustainability and Equity (RAISE)* grant application to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to complete the Project.

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

1. The City Council of the City of Grand Junction, Colorado supports CDOT's application to U.S. Department of Transportation to obtain funds needed to complete the Project. Accordingly, the City Manager is authorized and directed to work to finalize the City's portion of the application.
2. If the grant is awarded, the City Council supports the completion of the Project and authorizes the City Manager to sign appropriate grant agreements on behalf of the City as a sub-grantee of the *RAISE* grant, as well as budget necessary funds for the City's portion of the Project match.

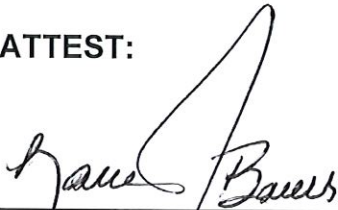
This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this 6th day of April 2022.



C.B. McDaniel
City Council President

ATTEST:



Laura Bauer
Interim City Clerk





Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 16, 2023

Presented By: Tamra Allen, Community Development Director, Darrell Bay

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Authorize the City Manager to Execute a Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

RECOMMENDATION:

Staff recommends approval to authorize the City Manager to execute a contract for professional services with Mesa County for building permitting, inspection, and contractor licensing.

EXECUTIVE SUMMARY:

The City of Grand Junction contracts building services with Mesa County. This contract arrangement has been in place since 1998. Mesa County provides these services to all other jurisdictions in Mesa County except for the City of Fruita, which ended its contract with Mesa County in 2023. Under the current contract, Mesa County retains 100 percent of all fees as compensation for services rendered. The current contract is set to expire on September 9, 2023; this extension would extend the contract until January 31, 2024.

BACKGROUND OR DETAILED INFORMATION:

The City contracts for building services with Mesa County. Under that contract, Mesa County enforces adopted building, electrical and plumbing codes and contractor licensing on behalf of the City. Under this contract, Mesa County is also entitled to retain 100 percent of all fees as compensation for services rendered.

The Building Department also contracts with Palisade, Debeque, and Collbran for building permits and inspection services. The City of Fruita concluded its contract with Mesa County in 2023.

In 2022, 53.11 percent of the value of all permits in Mesa County were attributable to permits issued in incorporated Grand Junction, 37.34 percent were attributable to permits issued in unincorporated Mesa County, and the remaining 9.55 percent of the value was attributable to other jurisdictions.

Mesa County, as the contractor, is provided the ability to set the current standard fee schedule and may amend the fee schedule at their sole discretion. Mesa County adopted a revised fee schedule for its building permits that became effective July 1, 2017, and the City subsequently adopted this new fee schedule to align with the county's fee schedule pursuant to Resolution 47-17. In 2022, the fee structure and activity generated \$2,614,416 in revenue with expenses of \$2,320,096 for the building department. The county has implemented a tracking system that enables them to deliver information regarding the percentage of staff time assigned to City projects.

The County Building Department is comprised of 22 full-time staff, including one Chief Building official, one operations manager, four plan examiners, six building inspectors, four electrical inspectors and four permit technicians, one inspection manager, one support services manager. Together they currently support 180 average daily inspections and conducted over 43,000 inspections and issued 7,193 permits in 2022. Inspectors also work with the City to inspect short-term rentals for life and safety issues and will also conduct inspections of graywater systems, should these systems begin to be utilized. They have staff available 24/7 for 911 emergency response as may be needed. They maintain 16 trucks as part of their department's fleet.

The total 2023 budget for the department includes \$1,960,792.70 in personnel expenses, \$203,360.17 in operating expenses for a total expense budget of \$2,164,152.87. The budgeted revenue for the department was \$2,142,895.

This contract would provide for an extension of current services until January 15, 2024.

FISCAL IMPACT:

The City's contract for building services with Mesa County allows for Mesa County to both set the standard fee schedule as well as retain 100% of the fees collected as compensation from the City for services rendered.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Manager to execute a contract with Mesa County for Mesa County for Building Permitting, Inspection, and Contractor Licensing Services for a term to expire on January 15, 2024

Attachments

1. Grand Junction Contract 2023
2. Building Services Contract_Grand Junction_BoCC_Signed 9.13.22
3. 1st Quarter 2023 Building_Septic Dashboard- Inspections Graph (2)
4. 2nd Quarter 2023 Building_Septic Dashboard- Inspections Graph (1)

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the _____ day of _____ 2023 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.

5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.

15. The term of this Contract shall extend to January 15, 2024.

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair, Cody Davis

Attest:

Tina Peters, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

Greg Caton, City Manager

Attest:

Amy Phillips, City Clerk

EXHIBIT A

a) Contractor Provided Services:

- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

b) City Provided Services:

- i. The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. Should the City desire for a project site to be inspected prior to issuance of a Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for said inspection.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion. Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the 9 day of September 2022 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.

5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

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12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.

15. The term of this Contract shall be for one (1) year from the date of the execution of this Contract.

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

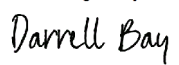
IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

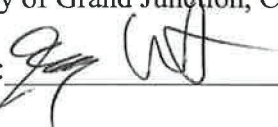
BY: 
Chair, Cody Davis

Attest:


Tina Peters, Clerk & Recorder

DocuSigned by:

4A143DF5BF3348D...
Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: 
Greg Caton, City Manager

Attest:

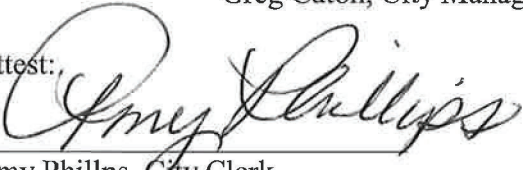

Amy Phillips, City Clerk



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- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

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- i. The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
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EXHIBIT B

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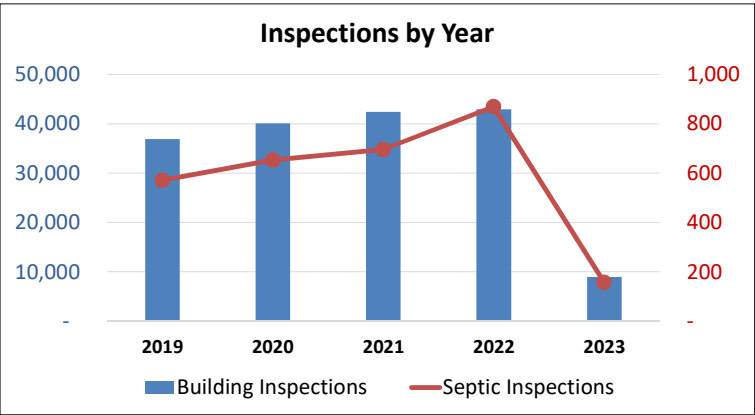
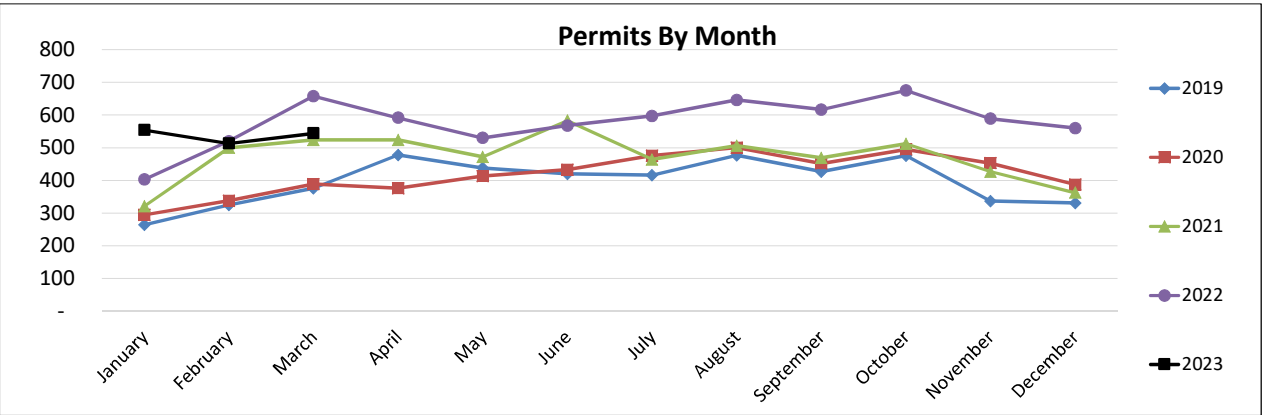
b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City

Mesa County Building Department Quarterly Dashboard
For period ending March 30, 2023

Permit Revenue by Jurisdiction															
	2023*			2022*			2021			2020			2019		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	778	35.70%	\$ 221,209	3,197	33.32%	\$ 903,647	2,490	30.21%	\$ 686,975	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837
Grand Junction	679	54.84%	\$ 339,815	2,959	53.10%	\$ 1,439,999	2,517	55.86%	\$ 1,270,142	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022
Fruita	100	4.51%	\$ 27,977	627	7.30%	\$ 197,837	439	7.00%	\$ 159,082	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115
Palisade	28	2.38%	\$ 14,749	142	1.93%	\$ 52,426	129	1.83%	\$ 41,619	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968
Collbran	3	0.07%	\$ 446	11	0.17%	\$ 4,652	13	0.12%	\$ 2,734	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194
DeBeque	5	0.09%	\$ 569	19	0.14%	\$ 3,678	6	0.24%	\$ 5,423	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574
OWTS Permits	18	2.40%	\$ 14,900	238	4.04%	\$ 109,440	251	4.73%	\$ 107,653	229	5%	\$ 103,462	163	3.97%	\$ 76,645
Total	1,611	100%	\$ 619,665	7,193	100%	\$ 2,711,679	5,845	100%	\$ 2,273,628	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354

Expenditures by Jurisdiction **				
	2023		2022	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	33.33%	\$ 182,501	34.90%	\$ 799,880
Grand Junction	63.56%	\$ 348,079	55.96%	\$ 1,282,633
Fruita	2.68%	\$ 14,670	6.78%	\$ 155,378
Palisade	0.35%	\$ 1,907	2.00%	\$ 45,855
Collbran	0.00%	\$ -	0.13%	\$ 3,061
DeBeque	0.08%	\$ 465	0.23%	\$ 5,288
	100.00%	\$ 547,622	100.00%	\$ 2,292,096



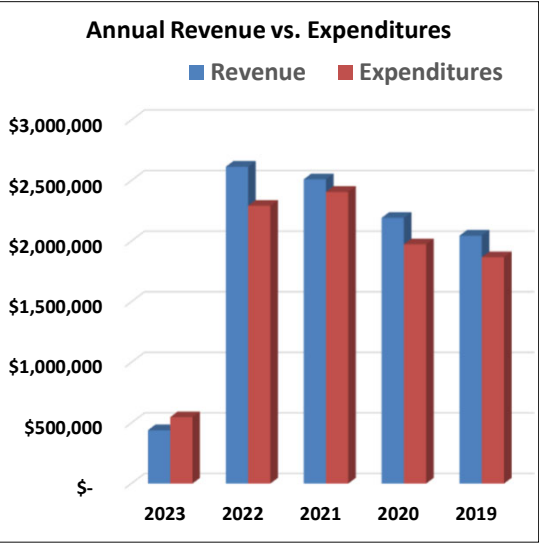
Budget Summary

Revenues					
	2023	2022	2021	2020	2019
Building- Adopted Budget	\$ 2,030,395	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924
OWTS- Adopted Budget	\$ 112,500	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000
Building Permits	\$ 353,075	\$ 2,380,927	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Building- GJ Contractor Licensing	\$ 62,098	\$ 80,514	\$ 78,850	\$ 75,400	\$ 73,570
Building Inspection - Reinspection	\$ 6,550	\$ 28,447	\$ 15,538	\$ 20,259	\$ 18,042
Building- Permit Reactivation	\$ 2,380	\$ 10,955	\$ 10,710	\$ 11,865	\$ 11,200
Building- Training and Instructual Services	\$ -	\$ -	\$ 400	\$ 1,099	\$ 1,420
Building- Miscellaneous Revenue	\$ -	\$ -	\$ 270	\$ 440	\$ 2
Long/ Short	\$ (2)	\$ 8	\$ 8	\$ (9)	\$ -
OWTS Repairs	\$ 200	\$ 2,000	\$ 11,700	\$ 9,875	\$ 13,585
OWTS Permits	\$ 11,200	\$ 98,015	\$ 103,363	\$ 92,250	\$ 66,200
OWTS Clearances	\$ 625	\$ 5,850	\$ 5,625	\$ 6,475	\$ 7,275
OWTS Contractor/ Cleaner Licenses	\$ 4,200	\$ 7,700	\$ 10,600	\$ 10,600	\$ 2,600
Total Revenue	\$ 440,326	\$ 2,614,416	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603
Percentage of Adjusted Estimate	21%	122%	116%	110%	117%

Expenditures					
	2023	2022	2021	2020	2019
Building- Adjusted Appropriation	\$ 2,026,538	\$ 2,160,440	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230
OWTS- Adjusted Appropriation	\$ 69,796	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477
Building- Operations	\$ 42,887	\$ 321,532	\$ 173,780	\$ 217,180	\$ 239,500
Building- Labor	\$ 431,245	\$ 1,686,997	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699
Building- Capital	\$ -	\$ -	\$ 365,481	\$ 88,343	\$ 174,422
OWTS Operations	\$ 3,322	\$ 5,936	\$ 8,227	\$ 4,523	\$ -
OWTS Labor	\$ 14,056	\$ 53,854	\$ 51,766	\$ 57,502	\$ -
Administration	\$ 15,157	\$ 59,963	\$ 58,808	\$ 62,380	\$ 59,399
Cost Allocation	\$ 40,954	\$ 163,815	\$ 163,815	\$ 131,267	\$ 131,267
Total Expenditures	\$ 547,622	\$ 2,292,096	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287
Percentage of Adopted Budget Used	26%	103%	129%	104%	115%

Net Loss/ Gain	\$ (107,296)	\$ 322,320	\$ 103,793	\$ 218,282	\$ 178,315
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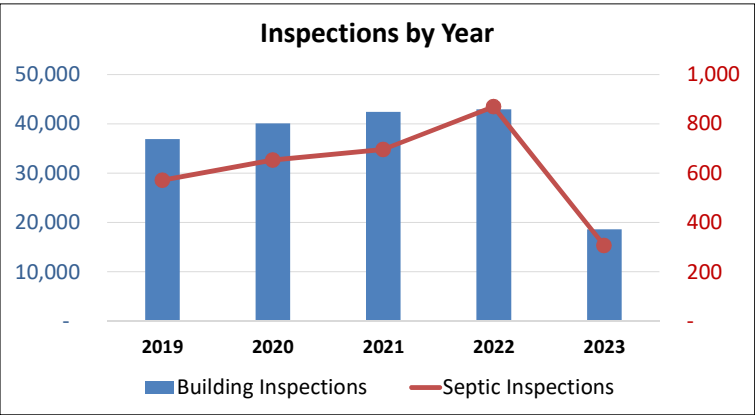
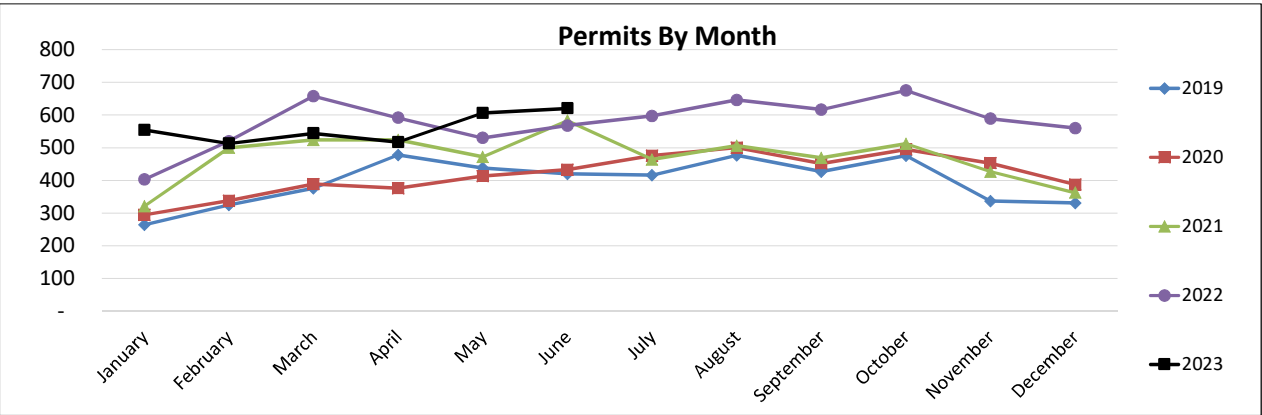
*Revenue and Expenditures subject to change based on year end closeout.
Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review.
Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$13,651.25/ month for Y2021.
**GIS vehicle tracking data unavailable May 12-June 10, 2021.



Mesa County Building Department Quarterly Dashboard
For period ending June 30, 2023

Permit Revenue by Jurisdiction															
	2023*			2022*			2021			2020			2019		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	1,702	39.87%	\$ 474,786	3,197	33.32%	\$ 903,647	2,490	30.21%	\$ 686,975	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837
Grand Junction	1,420	52.33%	\$ 623,117	2,959	53.10%	\$ 1,439,999	2,517	55.86%	\$ 1,270,142	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022
Fruita	100	2.35%	\$ 27,977	627	7.30%	\$ 197,837	439	7.00%	\$ 159,082	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115
Palisade	74	2.20%	\$ 26,188	142	1.93%	\$ 52,426	129	1.83%	\$ 41,619	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968
Collbran	8	0.13%	\$ 1,520	11	0.17%	\$ 4,652	13	0.12%	\$ 2,734	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194
DeBeque	12	0.19%	\$ 2,206	19	0.14%	\$ 3,678	6	0.24%	\$ 5,423	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574
OWTS Permits	38	2.94%	\$ 35,045	238	4.04%	\$ 109,440	251	4.73%	\$ 107,653	229	5%	\$ 103,462	163	3.97%	\$ 76,645
Total	3,354	100%	\$ 1,190,839	7,193	100%	\$ 2,711,679	5,845	100%	\$ 2,273,628	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354

Expenditures by Jurisdiction **				
	2023		2022	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	35.31%	\$ 385,451	34.90%	\$ 809,652
Grand Junction	62.15%	\$ 678,528	55.96%	\$ 1,298,301
Fruita	1.92%	\$ 20,992	6.78%	\$ 157,276
Palisade	0.48%	\$ 5,240	2.00%	\$ 46,415
Collbran	0.01%	\$ 130	0.13%	\$ 3,099
DeBeque	0.12%	\$ 1,336	0.23%	\$ 5,353
	100.00%	\$ 1,091,675	100.00%	\$ 2,320,096

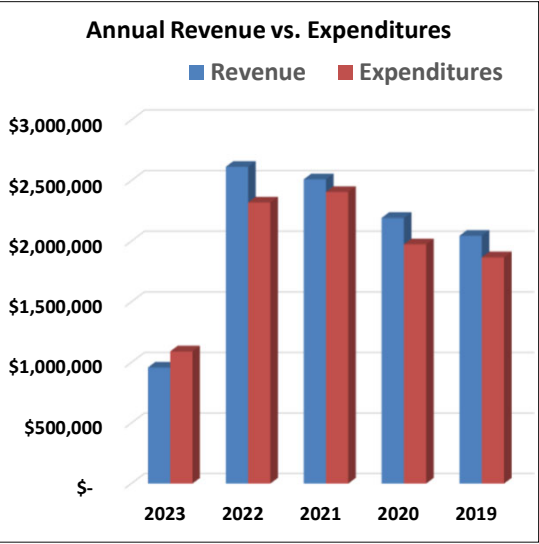


Budget Summary

Revenues					
	2023	2022	2021	2020	2019
Building- Adopted Budget	\$ 2,030,395	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924
OWTS- Adopted Budget	\$ 112,500	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000
Building Permits	\$ 831,876	\$ 2,380,927	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Building- GJ Contractor Licensing	\$ 71,828	\$ 80,514	\$ 78,850	\$ 75,400	\$ 73,570
Building Inspection - Reinspection	\$ 17,809	\$ 28,447	\$ 15,538	\$ 20,259	\$ 18,042
Building- Permit Reactivation	\$ 6,335	\$ 10,955	\$ 10,710	\$ 11,865	\$ 11,200
Building- Training and Instructual Services	\$ -	\$ -	\$ 400	\$ 1,099	\$ 1,420
Building- Miscellaneous Revenue	\$ -	\$ -	\$ 270	\$ 440	\$ 2
Long/ Short	\$ (101)	\$ 8	\$ 8	\$ (9)	\$ -
OWTS Repairs	\$ 200	\$ 2,000	\$ 11,700	\$ 9,875	\$ 13,585
OWTS Permits	\$ 23,150	\$ 98,015	\$ 103,363	\$ 92,250	\$ 66,200
OWTS Clearances	\$ 2,275	\$ 5,850	\$ 5,625	\$ 6,475	\$ 7,275
OWTS Contractor/ Cleaner Licenses	\$ 5,600	\$ 7,700	\$ 10,600	\$ 10,600	\$ 2,600
Total Revenue	\$ 958,971	\$ 2,614,416	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603
Percentage of Adjusted Estimate	45%	122%	116%	110%	117%

Expenditures					
	2023	2022	2021	2020	2019
Building- Adjusted Appropriation	\$ 2,094,357	\$ 2,160,440	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230
OWTS- Adjusted Appropriation	\$ 69,796	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477
Building- Operations	\$ 72,372	\$ 321,532	\$ 173,780	\$ 217,180	\$ 239,500
Building- Labor	\$ 873,166	\$ 1,686,997	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699
Building- Capital	\$ -	\$ 28,000	\$ 365,481	\$ 88,343	\$ 174,422
OWTS Operations	\$ 5,241	\$ 5,936	\$ 8,227	\$ 4,523	\$ -
OWTS Labor	\$ 28,389	\$ 53,854	\$ 51,766	\$ 57,502	\$ -
Administration	\$ 30,599	\$ 59,963	\$ 58,808	\$ 62,380	\$ 59,399
Cost Allocation	\$ 81,908	\$ 163,815	\$ 163,815	\$ 131,267	\$ 131,267
Total Expenditures	\$ 1,091,675	\$ 2,320,096	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287
Percentage of Adopted Budget Used	50%	104%	129%	104%	115%
Net Loss/ Gain	\$ (132,704)	\$ 294,320	\$ 103,793	\$ 218,282	\$ 178,315

*Revenue and Expenditures subject to change based on year end closeout.
Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review.
Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$13,651.25/ month for Y2021.
**GIS vehicle tracking data unavailable May 12-June 10, 2021.





Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: August 16, 2023
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Tim Barker

Information

SUBJECT:

Purchase a River Rescue Boat from Raptor Design & Engineering, LLC in Belleville, PA

RECOMMENDATION:

Staff recommends purchasing a jet powered river rescue boat for \$86,475.00 from Raptor Design and Engineering.

EXECUTIVE SUMMARY:

This purchase will replace an end of life flat bottom boat that no longer serves the needs of this community.

BACKGROUND OR DETAILED INFORMATION:

The Fleet Services division administers the equipment replacement program and vehicle operating budgets. This includes evaluation and determination of equipment replacement and preparation of specifications which ensure acquisition of effective equipment and asset management.

The purchase of this boat will allow for the fire department to have a more efficient and safer response to incidents that occur on the river. Currently, the fire department doesn't have a reliable water rescue boat that meets their response needs that they can utilize for river rescue operations.

A formal Invitation for Bid was issued via BidNet Direct (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, sent to a secondary vendor list, and advertised in The Grand Junction Daily Sentinel. Only one company submitted a formal bid and was found to be

responsive and responsible for the following bid amount:

Company	Location	Bid Amount
Raptor Design And Engineering LLC	Belleville, PA	\$86,475.00 (Includes cost of all optional items)

While the amount bid is within the City Manager's purchasing authority, since there was only one bid, City Council approval is required per City Purchasing Policy.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost of this purchase is included in the 2023 budget for .75% Sales Tax Capital Fund.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing division to issue a Purchase Order to Raptor Design & Engineering for the purchase of a jet powered river rescue boat for the amount of \$86,475.00.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: August 16, 2023

Presented By: Jay Valentine, General Services Director

Department: General Services

Submitted By: Jerod Timothy, Deputy General Services Director

Information

SUBJECT:

City of Grand Junction Learning Center Parking Lot

RECOMMENDATION:

I move to (authorize/not authorize) the City Purchasing Division to Execute a Construction Contract with K&D Construction, Inc. for the Construction of the City of Grand Junction Day Care Parking Lot Project in the Amount of \$277,399.30.

EXECUTIVE SUMMARY:

The project generally consists of curb, gutter, and sidewalk; asphalt and concrete pavement; a retaining wall; and site lighting at the Learning Center facility located at 545 25 1/2 Road. These improvements will upgrade the existing dirt and gravel parking lot and increase safety for both customers and staff.

BACKGROUND OR DETAILED INFORMATION:

The project generally consists of curb, gutter, and sidewalk; and asphalt and concrete pavement. The new parking lot will supply a total of 19 parking stalls, two of which will be van accessible handicapped stalls, four parking lot lights and 70 lineal feet of retaining wall. These improvements will upgrade the existing dirt and gravel parking lot and increase safety for both customers and staff.

A formal Invitation for Bid was issued via BidNet Direct (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Grand Junction Daily Sentinel. Only one company submitted a formal bid and was found to be responsive and responsible for the following bid amount:

Company	Location	Initial Bid Amount	Negotiated Bid Amount
K&D Construction, Inc.	Grand Junction, CO	\$405,580.60	\$277,399.30

The initial bid received far exceeded the engineers' estimate for the project. Since there was only one bidder, negotiations took place to modify the scope of the project to fit within the budget.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

This project is included in the 2023 budget for the .75% Sales Tax Fund, and \$200,000 is funded through a grant from the Colorado Office of Early Childhood's Emerging and Expanding Child Care grant program.

SUGGESTED MOTION:

I move to (authorize or deny) the City Purchasing Division to Execute a Construction Contract with K&D Construction, Inc. for the Construction of the City of Grand Junction Day Care Parking Lot Project in the Amount of \$277,399.30.

Attachments

None



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: August 16, 2023

Presented By: Katherine Herbert, Associate Planner

Department: Community Development

Submitted By: Katherine Herbert, Associate Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit to Bradley Dunevitz to Allow Two Existing Fences to Remain in the Road Right-of-Way on the East Side of a Property Located at 2045 N. 15th Street and the South Side of the Property in the Alley Right of Way

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Property Owner, Bradley Dunevitz, is requesting a Revocable Permit to allow two (2) existing fences to remain in the road right-of-way on the east side of property located at 2045 N 15th Street as well as the south side of the property located in the alley right of way. The site is currently under review for a simple subdivision to be split into two lots.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The property located at 2045 N 15th Street has a single family residence near the eastern boundary. The property owner has submitted an application to split the lot into two parcels to allow for future residential development on the western portion of the site. During the review process, it was identified that the chain link fence on the site, which has been there for several decades, is located outside of the property lines and is encroaching into the 15th Street right-of-way by approximately 2.69 feet. The wood fence, which has been in place for at least five years, encroaches into the alley right-of-way by less than a foot. Mr. Dunevitz would like the existing fences to remain.

ANALYSIS

Issuance of a Revocable Permit is guided by GJMC 21.02.180, which identifies six

approval criteria that the City Council must consider when hearing a request for a revocable permit. These six criteria, found under GJMC 21.02.080(c)(1)-(6), are listed below, along with analyses of this request's conformance with each criterion.

- (1) There will be benefits derived by the community or area by granting the proposed revocable permit;

The proposed permit allows for two (2) existing fences to be brought into compliance with current development codes, which require a revocable permit for any structure in the right-of-way. The chain-link fence was constructed prior to this requirement coming into effect. The 6-foot wood fence in the alley was constructed at least five years ago.

- (2) There is a community need for the private development use proposed for the City property;

The chain-link fence has been existing for several decades on the property, prior to the requirement for a revocable permit coming into effect. The other wood fence has existed for at least five years. The applicant now wishes to obtain a Revocable Permit to allow the existing fences to remain during the simple subdivision of the property.

- (3) The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

No other uses or conflicting uses are anticipated by the City in the area of the right-of-way encroachments. The City's Development Engineer and Fire Department representative have no objection to the fence remaining in place. If at some point in the future right-of-way improvements or expansions are needed and would impact the fences, the applicant would be required by the conditions of the revocable permit to remove one or both at that time.

- (4) The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;

The proposed revocable permit does not negatively impact access, traffic circulation, or sensitive areas.

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

The proposed revocable permit does not conflict with any of the goals or policies in the Comprehensive Plan or the City's Ordinances.

(6) The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual.

The application complies with the submittal requirements for a Revocable Permit.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Revocable Permit request from Bradley Dunevitz, File No. RVP-2023-481, for the property located at 2045 N 15th Street, the following findings of fact have been made:

1. The request conforms with Section 21.02.180 of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. 67- 23 a resolution concerning the issuance of a Revocable Permit to Bradley Dunevitz to allow two existing fences to remain in the road right-of-way east and south of the property at 2045 N 15th Street, City File No. RVP-2023-481, with the findings of facts described in the staff report.

Attachments

1. Application Materials
2. Maps and Exhibit
3. RES-Rev Per Dunevitz Subdivision 20230804
4. Agreement

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: Subdivision Plat/Plan - Simple

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: Parcel #2945-122-03-010

Site Acreage: 0.21

Site Tax No(s): _____

Site Zoning: R-8

Project Description: simple subdivision of the parcel

Property Owner Information

Name: Bradley Dunevitz

Street Address: 766 Stowe St

City/State/Zip: Highlands Ranch, CO

Business Phone #: 303-587-1585

E-Mail: braddrealty@gmail.com

Fax #: _____

Contact Person: Brad Dunevitz

Contact Phone #: 303-587-1585

Applicant Information

Name: same

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

Representative Information

Name: Alex Lheritier, PLS

Street Address: 734 Main St

City/State/Zip: Grand Junction, CO

Business Phone #: 970-730-9800

E-Mail: alex.lheritier@kaart.com

Fax #: _____

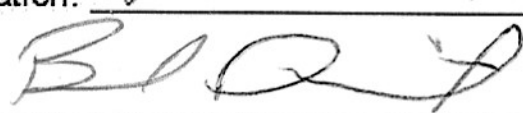
Contact Person: Alex Lheritier, PLS

Contact Phone #: 970-730-9800

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

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

Signature of Person Completing the Application:  Date: 12/02/2022

Signature of Legal Property Owner:  Date: 12/02/2022

SPECIAL WARRANTY DEED

THIS DEED is to be effective the **27th day of October, 2021**, and is made between **Brady Bentley**, the "Grantor" (whether one, or more than one), of the County of **Mesa**, State of **Colorado** and **Bradley Dunevitz**, the "Grantee" (whether one, or more than one), whose legal address is **766 Stowe Street, Highlands Ranch, Colorado 80126**, of the County of **Douglas**, State of **Colorado**.

WITNESS, that the Grantor, for and in consideration of the sum of **TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100** Dollars (**\$285,000.00**), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of **Mesa**, State of **Colorado**, described as follows:

Lot 2,

A C NELMS SUBDIVISION

County of Mesa, State of Colorado

also known by street address as: 2045 North 15th Street, Grand Junction, CO 81501.

For identification purposes only: Parcel no.: 2945-122-03-010

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, 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 Grantee and the Grantees' heirs and assigns forever. The Grantor, for the Grantor and the Grantors' heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantees' heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except general taxes for the current and all subsequent years; and subject to the statutory exceptions as set forth in § 38-30-113(5)(a), C.R.S.

The grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming under me the whole or any part thereof.


Brady Bentley

STATE OF: CO

COUNTY OF: Mesa

} ss.
}

The foregoing instrument was acknowledged before me on this **27th day of October, 2021**, by **Brady Bentley**.


Notary Public

My commission expires: 8.17.25

JAZMIN MCFARLAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20174011637
My Commission Expires March 17, 2025

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Bradley Dunevitz, am the owner of the following real property:

(b) LOT 2 A C NELMS SUB SEC 12 1S 1W

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.

☒ am the sole owner of the property.

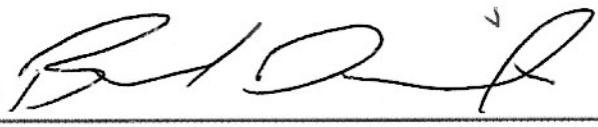
☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) subdividing 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: 

Printed name of owner: Bradley Dunevitz

State of Colorado)

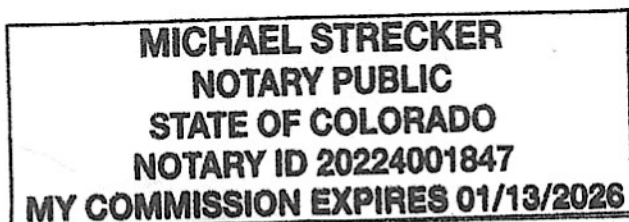
County of Douglas) ss.

Subscribed and sworn to before me on this 2 day of December, 20 22

by Bradley Dunevitz

Witness my hand and seal.

My Notary Commission expires on 01/13/2026




Notary Public Signature

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R060279
Parcel 294512203010

Certificate Number 119672
Acres 0.000
Order Number 2045 N 15TH ST
Vendor ID
BRAD DUNEVITZ

Assessed To
DUNEVITZ BRADLEY
766 STOWE ST
LITTLETON, CO 80126

Legal Description
LOT 2 A C NELMS SUB SEC 12 1S 1W

Situs Address
2045 N 15TH ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$994.12	\$0.00	\$0.00	(\$994.12)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 12/08/2022					\$0.00

Tax Billed at 2021 Rates for Tax Area 10101 - 10101

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$7.08	SINGLE FAMILY LAND	\$55,000	\$3,930
MESA CNTY ROAD & BRIDGE-GRA	0.0105000*	\$0.15			
CITY OF GRAND JUNCTION	8.0000000	\$113.12	SINGLE FAMILY IMP	\$142,730	\$10,210
GRAND RIVER MOSQUITO CTRL	1.3210000	\$18.68	Total	\$197,730	\$14,140
GRAND VALLEY DRAINAGE DIST	1.8150000	\$25.66			
LIBRARY DISTRICT	3.0430000	\$43.03			
MESA COUNTY	11.7590000*	\$166.27			
COUNTY ROAD & BRIDGE-1/2 LE	0.0113000*	\$0.16			
SCHOOL DIST #51 GEN	29.7350000*	\$420.45			
SCHOOL DIST# 51 BOND	11.0280000	\$155.94			
SCHOOL DIST# 51 2017 OVERRI	3.0820000	\$43.58			
Taxes Billed 2021	70.3058000	\$994.12			

* Credit Levy

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY TREASURER, SHEILA REINER




Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

Simple Subdivision

May 24, 2023

General Project Report

City File No.: SSU-2022-1077

Property Address: 2045 N 15th St, Grand Junction, CO 81501

Legal Description: LOT 2 A C NELMS SUB SEC 12 1S 1W

Parcel No.: 2945-122-03-010

Prepared for:

City of Grand Junction

Grand Junction, CO 81501

Prepared by:

Brad Dunevitz

766 Stowe St

Highlands Ranch, CO 80126

303-587-1585

A. Project Description

1. **Location:** A request for a simple subdivision to separate one parcel — 2045 N 15th Ave, Grand Junction, CO 81501 — into two parcels and create a vacant lot.
2. **Acreage:** Lot 1 is 6,329 SF; Lot 2 is 3,000 SF.
3. **Proposed use:** The current parcel — 2045 N 15th Ave — would continue to serve as a single-family residence. The second parcel would be vacant, possibly available for future development.

B. Public Benefit

No direct public benefit would result from the simple subdivision.

C. Neighborhood Meeting

No neighborhood meeting was required for the simple subdivision request.

D. Project Compliance, Compatibility, and Impact

1. **Adopted plans and/or policies:** The simple subdivision will comply with the codes and zoning requirements for this project. The project will ensure all city requirements are met.
2. **Land use in the surrounding area:** The simple subdivision is compatible with the current use — which is single-family residential properties — in the immediate and surrounding areas.
3. **Site access and traffic patterns:** N/A
4. **Availability of utilities, including proximity of fire hydrants:** City of Grand Junction (water, sewer, trash), Xcel Energy, Spectrum, CenturyLink/Lumen, City of Grand Junction Fire – Station 2. A fire flow test was performed and provided to the City of Grand Junction in Round 1.
5. **Special or unusual demands on utilities:** The proposed simple subdivision will have no special or unusual demands on utilities.
6. **Effects on public facilities:** The proposed simple subdivision will have no effect on public facilities.
7. **Hours of operation:** N/A
8. **Number of employees:** N/A
9. **Signage plans:** N/A
10. **Site soils and geology:** N/A
11. **Impact of project on site geology and geological hazards:** N/A

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

This simple subdivision will comply with the zoning and development code for this project.

F. Development Schedule and Phasing: N/A

Revocable Permits – GJ 2045 Subdivision

N 15th St.

A parcel of land in the N 15th Street right-of-way located in the SW1/4NW1/4 of Section 12, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, described as:

Beginning at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence S89°53'57"E 3.00 feet; thence S00°21'23"W 45.74 feet; thence N89°53'57"W 3.00 feet to the east line of Lot 1, GJ 2045 Subdivision; thence N00°21'23"E 45.74 feet to the NE corner of GJ 2045 Subdivision and the Point of Beginning.

Parcel contains 137 square feet.

Alley

A parcel of land in the alley right-of-way located in the SW1/4NW1/4 of Section 12, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, described as:

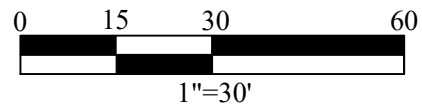
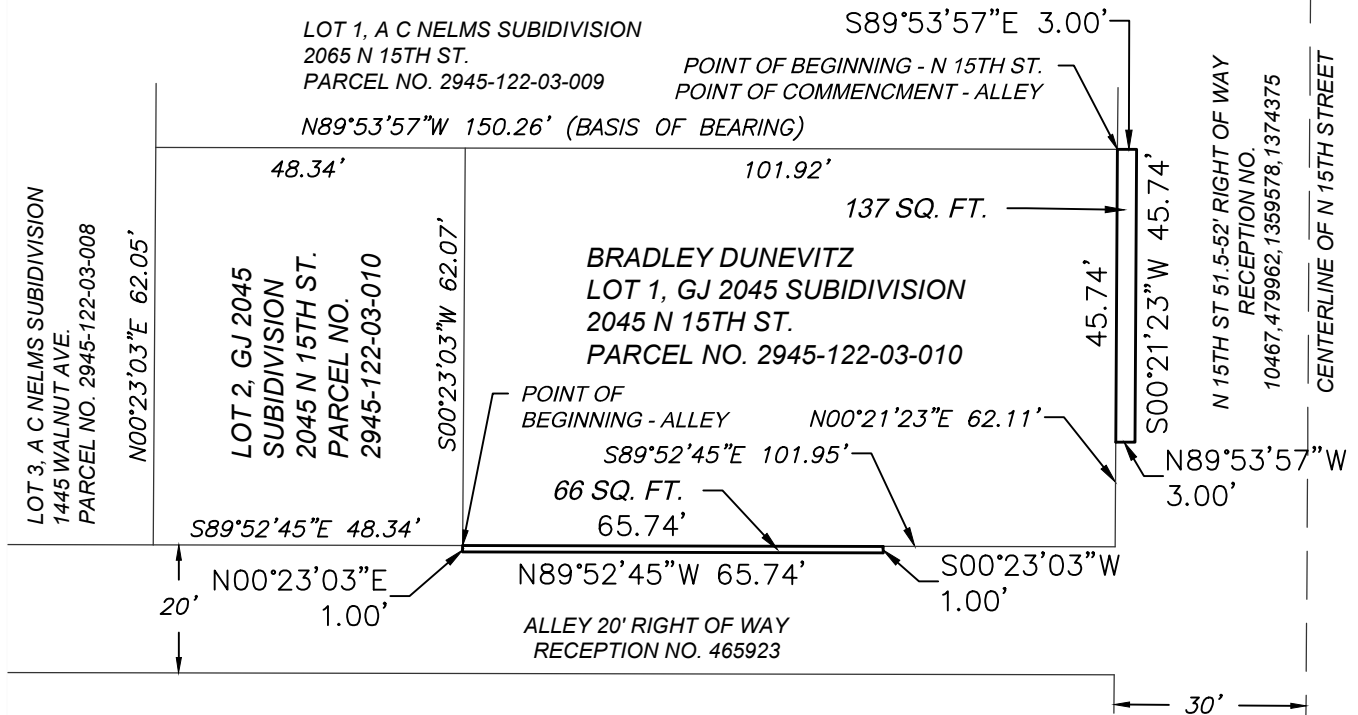
Commencing at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence N89°53'57"W 101.92 feet; thence S00°23'03"W 62.07 to the SW corner of Lot 1, GJ 2045 Subdivision and the Point of Beginning. Running thence S89°52'45"E 65.74 feet; thence S00°23'03"W 1.00 feet; thence N89°52'45"W 65.74 feet; thence N00°23'03"E 1.00 feet to the SW corner of said Lot 1 and the Point of Beginning.

Parcel contains 66 square feet.

Descriptions prepared by:
Alexandre B. Lheritier, PLS 38464
Kart Surveying, LLC
734 Main St.
Grand Junction, CO 81051



REVOCABLE PERMIT EXHIBIT
2045 N 15th Street, Grand Junction, CO 81501



Linear units are U.S. Survey Foot



Alexandre B. Lheritier
 Colorado PLS 38464

LEGEND:

- — — — — SURVEY CONTROL LINE
- REVOCABLE PERMIT BOUNDARY
- ADJOINER
- SQ. FT. SQUARE FEET

Job #: 3039122

Date: 06/05/2023



Kaat Surveying, LLC
 734 Main St.
 Grand Junction, CO 81501
 970.201.4081 surveying@kaart.com

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

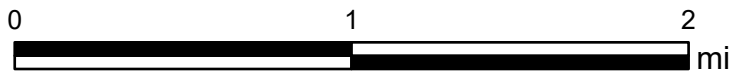
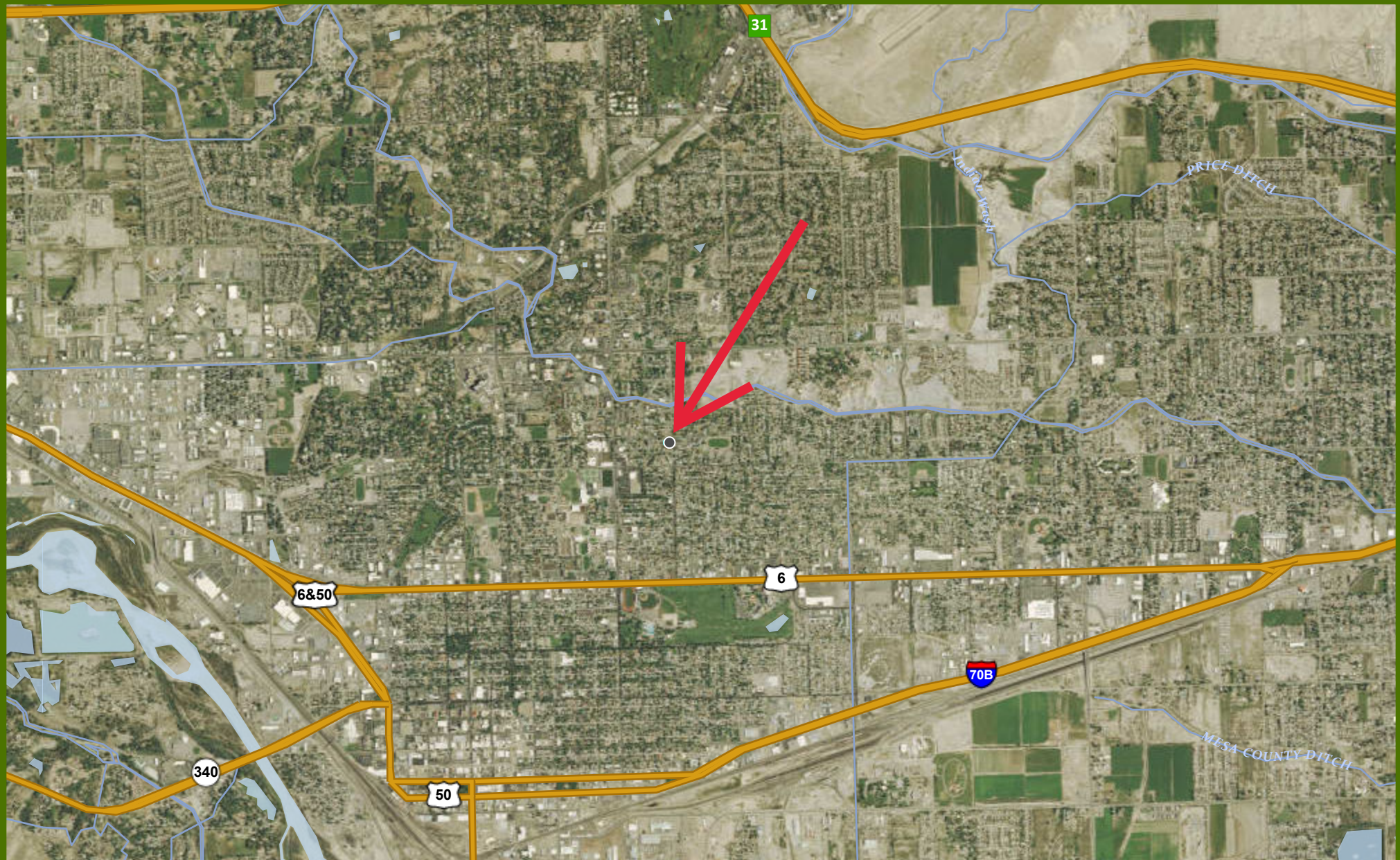
2045 N 15th St



0 0.01 0.03 mi

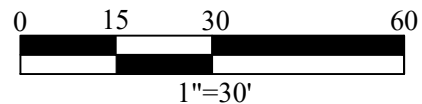
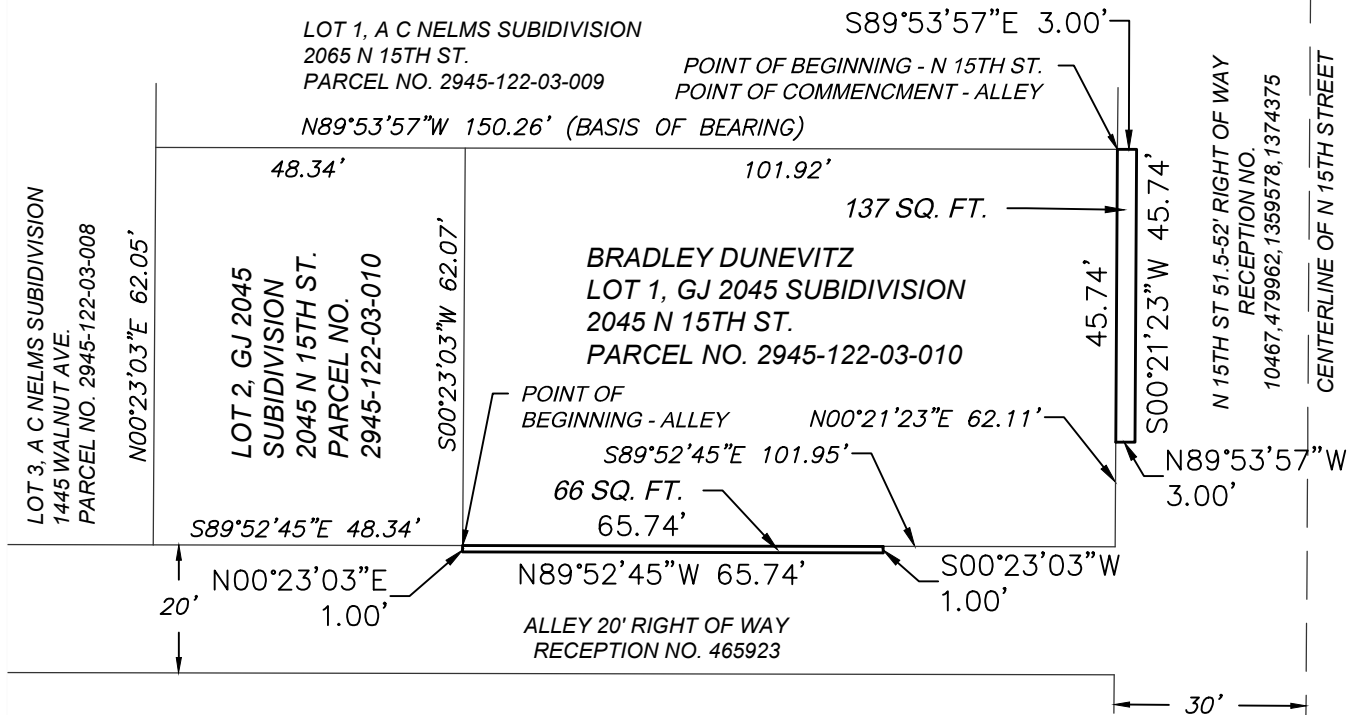
Printed: 7/28/2023
1 inch equals 47 feet
Scale: 1:564
Packet Page 171

2045 N 15th St



Printed: 7/28/2023
1 inch equals 3,009 feet
Scale: 1:36,112
Packet Page 172

REVOCABLE PERMIT EXHIBIT 2045 N 15th Street, Grand Junction, CO 81501



Linear units are U.S. Survey Foot



Alexandre B. Lheritier
Colorado PLS 38464

LEGEND:

- — — — — SURVEY CONTROL LINE
- REVOCABLE PERMIT BOUNDARY
- ADJOINER
- SQ. FT. SQUARE FEET

Job #: 3039122

Date: 06/05/2023



Kart Surveying, LLC
734 Main St.
Grand Junction, CO 81501
970.201.4081 surveying@kart.com

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT FOR CERTAIN PROPERTY AT OR
NEAR 2045 N. 15TH STREET, GRAND JUNCTION, COLORADO**

Recitals.

Bradley Dunevitz, "Petitioner", represents that he is the owner of the following described real property in Grand Junction, Colorado, to wit:

Lot 2, A C NELMS SUBDIVISION
County of Mesa, State of Colorado

Also known by street address as: 2045 North 15th Street, Grand Junction, CO
81501 and identified by Mesa County Tax Schedule Number 2945-122-03-010

The Petitioner has requested that the Grand Junction City Council issue a Revocable Permit to the Petitioner to allow the installation, maintenance, and repair of an existing 4-foot chain link fence within the following described public right-of-way:

A parcel of land in the N 15th Street right-of-way located in the SW1/4NW1/4 of Section 12, Township 1 South, Range 1

West, Ute Meridian, Grand Junction, Mesa County, Colorado, described as:
Beginning at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence S89°53'57"E 3.00 feet; thence S00°21'23"W 45.74 feet; thence N89°53'57"W 3.00 feet to the east line of Lot 1, GJ 2045 Subdivision; thence N00°21'23"E 45.74 feet to the NE corner of GJ 2045 Subdivision and the Point of Beginning.

With said parcel being comprised of 137 square feet as described.

The Petitioner has requested that the Grand Junction City Council issue a Revocable Permit to the Petitioner to allow the installation, maintenance and repair an existing 6-foot wood fence within the following described public right-of-way:

A parcel of land in the alley right-of-way located in the SW1/4NW1/4 of Section 12, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, described as:

Commencing at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence N89°53'57"W 101.92 feet; thence S00°23'03"W 62.07 to the SW corner of Lot 1, GJ 2045 Subdivision and the Point of Beginning. Running thence S89°52'45"E 65.74 feet; thence S00°23'03"W 1.00 feet; thence N89°52'45"W 65.74 feet; thence N00°23'03"E 1.00 feet to the SW corner of said Lot 1 and the Point of Beginning.

With said parcel being comprised of 66 square feet as described.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2023-481 in the City's Community Development Department, the City Council has determined that the issuance of such Revocable Permits as provided by Article XIV, section 127 of the City Charter and the Grand Junction Municipal Code (GJMC), would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this _____ day of _____, 2023.

Attest:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk

REVOCABLE PERMIT

Recitals.

A. *Bradley Dunevitz*, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lot 2, A C NELMS SUBDIVISION

County of Mesa, State of Colorado

Also known by street address as: 2045 North 15th Street, Grand Junction, CO 81501

and identified by Mesa County Tax Schedule Number 2945-122-03-010

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair an existing 4-foot chain link fence within the following described public right-of-way:

Beginning at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence S89°53'57"E 3.00 feet; thence S00°21'23"W 45.74 feet; thence N89°53'57"W 3.00 feet to the east line of Lot 1, GJ 2045 Subdivision; thence N00°21'23"E 45.74 feet to the NE corner of GJ 2045 Subdivision and the Point of Beginning.

containing 137 square feet as described.

C. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair an existing 6-foot wood fence within the following described public right-of-way:

A parcel of land in the alley right-of-way located in the SW1/4NW1/4 of Section 12, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, described as:

Commencing at the NE corner of GJ 2045 Subdivision, whence the NW corner of GJ 2045 Subdivision bears N89°53'57"W, running thence N89°53'57"W 101.92 feet; thence S00°23'03"W 62.07 to the SW corner of Lot 1, GJ 2045 Subdivision and the Point of Beginning. Running thence S89°52'45"E 65.74 feet; thence S00°23'03"W 1.00 feet; thence N89°52'45"W 65.74 feet; thence N00°23'03"E 1.00 feet to the SW corner of said Lot 1 and the Point of Beginning.

containing 66 square feet as described.

D. Relying on the information supplied by the Petitioner and contained in File No. RVP-2023-481 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.
5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination, or other ending of this Permit.
6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2023.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

Amy Phillips
City Clerk

Greg Caton
City Manager

Acceptance by the Petitioner:

Bradley Dunevitz



AGREEMENT

Bradley Dunevitz, for himself and for his successors and assigns, does hereby agree to:

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

Dated this _____ day of _____, 2023.

By: _____
Bradley Dunevitz

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Bradley Dunevitz.

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

Notary Public



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: August 16, 2023
Presented By: Trenton Prall, Public Works Director
Department: Community Development
Submitted By: Henry Brown, Mobility Planner

Information

SUBJECT:

A Resolution Authorizing City Manager to Submit a Grant Application to the U.S. Department of Transportation's FY 2023-2024 Multimodal Project Discretionary Grant Opportunity for a Pedestrian/Bicycle Facility over I-70 at 26 1/2 Road

RECOMMENDATION:

Authorize the City Manager to submit an application in response to the Notice of Funding Opportunity for the U.S. Department of Transportation's FY 2023-2024 Multimodal Project Discretionary Grant Opportunity for the 26 1/2 Road Multimodal Bridge over I-70 Project.

EXECUTIVE SUMMARY:

Department of Transportation (DOT) has combined three grant programs, the National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grant program (INFRA), and the Rural Surface Transportation Grant program (Rural), for this Multimodal Project Discretionary Grant (MPDG) opportunity in order to streamline the process for applicants and distribute funding to eligible entities.

City staff recommends a request through the Rural program. This funding request for \$2 million would support construction of a new structure over Interstate 70 at 26 1/2 Road, a critical section of the transportation bond funded 26 1/2 Road Corridor Improvements from Horizon Drive to Summerhill Way.

BACKGROUND OR DETAILED INFORMATION:

Grant Background:

The Infrastructure Investment and Jobs Act (IIJA) - commonly referred to as the Bipartisan Infrastructure Law (BIL), is a United States federal statute signed into law on

November 15, 2021. As part of this legislation, DOT was provided funds across the three programs above to invest in projects of national or regional significance. MPDG applicants will be considered across all three programs unless they opt out of a specific program. The FY 2023 and 2024 round will focus on supporting projects that improve safety, economic strength, equity, and climate and sustainability consistent with the Department's strategic goals.

Department of Transportation (DOT) has combined three grant programs, the National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grant program (INFRA), and the Rural Surface Transportation Grant program (Rural), for this Multimodal Project Discretionary Grant (MPDG) opportunity in order to streamline the process for applicants and distribute funding to eligible entities. DOT has \$5.575 billion total in the FY 2023 and FY 2024 MPDG Opportunity Funds. The current Notice of Funding Opportunity (NOFO) solicits applications by August 21, 2023.

City staff recommends a request through the Rural program which has \$650-675 million available.

Applicants to the Rural program seeking less than \$25 million can submit a streamlined application that addresses the following three outcome areas: Safety, Climate Change, Resiliency, and the Environment; and Equity, Multimodal Options, and Quality of Life. Projects are expected to begin within 18 months of obligation of funds and a minimum 20 percent match is required.

Selected Project:

26 1/2 Road corridor from Horizon Drive to Summer Hill Way is a key transportation corridor that is currently under design as part of the voter approved, bond funded transportation projects. The project envisions the reconstructed corridor to incorporate active transportation elements.

Staff proposes the 26 1/2 Road multi-modal bridge over I-70 project be selected for the application.

This project implements the recommended treatments for non-motorized pedestrian, rolling, and bicycle transportation modes identified in the City's adopted Pedestrian and Bicycle Plan for the 26 1/2 Road corridor. Combined with other corridor projects, the subject bridge structure project will provide a multi-modal trail and a safe and low stress crossing over I-70. The project will transform 26 1/2 Road to accommodate safe and comfortable multi-modal facilities from Horizon Drive to the Summer Hill Subdivision, including Safe Routes to School for Juniper Ridge Community School and Holy Family Catholic School and adjacent access to the future Saccomano Park site, two senior living facilities, and multiple religious centers. It provides a direct active transportation corridor from the Horizon North Grand Junction residential area to St. Mary's Hospital and the large employment center at 7th Street and Patterson Road.

The project has been identified in the Grand Valley Regional Transportation Planning Office's 2045 Regional Transportation Plan, the City's active transportation plan, and the City's Pedestrian and Bicycle Plan. The safe I-70 crossing is designated as "High Priority" in the City's Pedestrian and Bicycle Plan; the entire corridor is a priority by the City's Urban Trails Committee. One of the key goals in the 2045 Regional Transportation Plan is to "Foster active transportation by providing a regionally connected network of low-stress facilities that are safe for people walking and people biking." The foundation of the Pedestrian and Bicycle Plan is reducing the Level of (Traffic) Stress on key corridors. The existing I-70 crossing is a Level of Stress 4, the highest possible level. With the support of USDOT funding, the project will reduce that to the lowest possible Level of Stress of 1 with a separated path. Additionally, the project will address national and local transportation goals such as safety, improved network connectivity, encouraged active transportation, reduced greenhouse gas emissions, improved recreation, quality of life, public health and transportation equity.

Three phases of the project include Phase I – Horizon Drive to I-70, Phase II – I-70 to Summer Hill Way, and Phase III – I-70 crossing. All phases are expected to be completed by 2026.

FISCAL IMPACT:

Construction of all phases is planned and will be budgeted accordingly from 2024 through 2026. In total, it is estimated to be a \$13 million project, with the bridge estimated at \$4.0 million. If awarded, this grant of \$2 million would fund 50% of the bridge portion of the project.

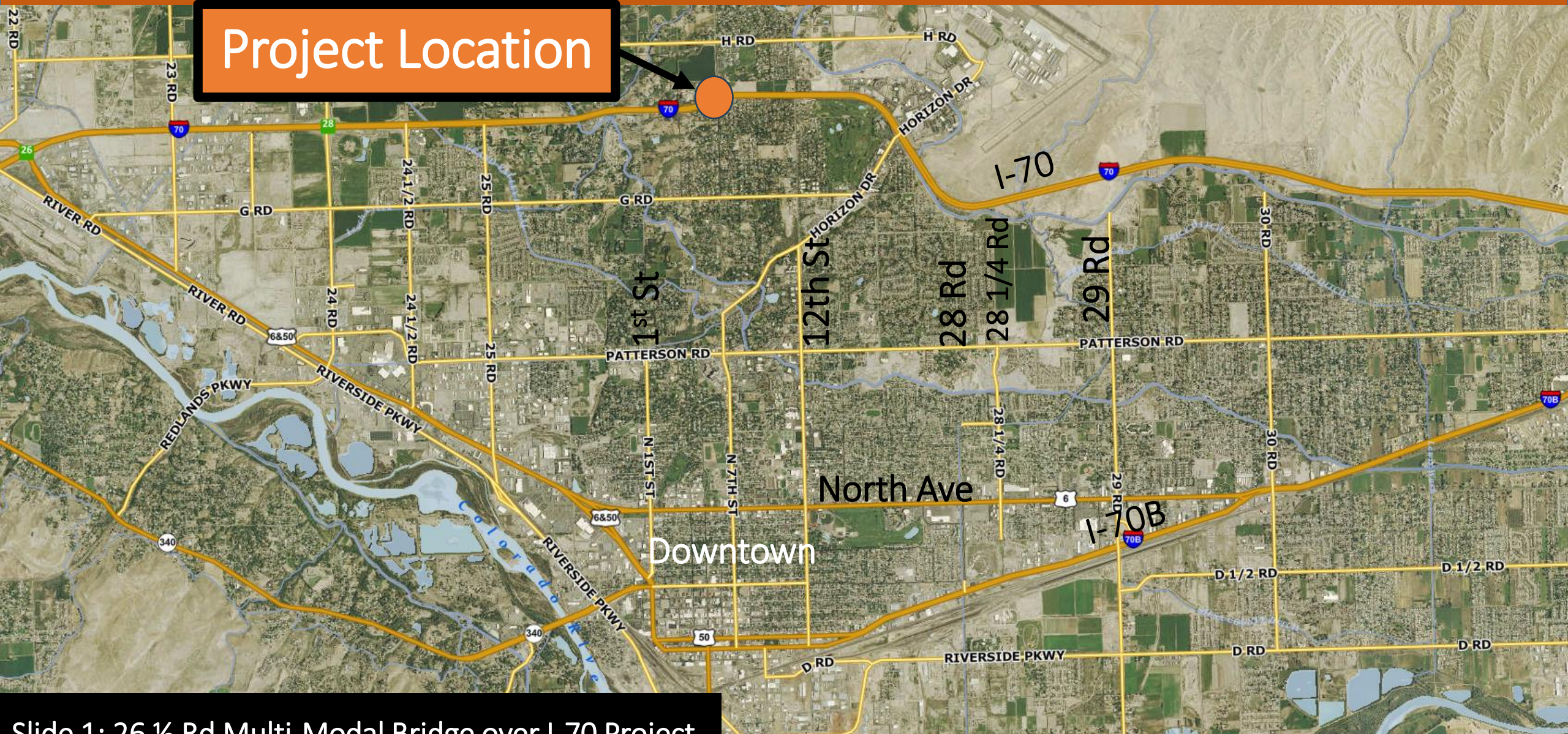
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 68-23, a resolution supporting the application to the Multimodal Project Discretionary Grant (MPDG) Opportunity to Support the 26 ½ Road Multi-Modal Bridge over I-70 Project.

Attachments

1. MPDG 26.5 Rd bridge over I70 Exhibits
2. RES-MPDG 26.5 Rd at I-70 final

Project Location

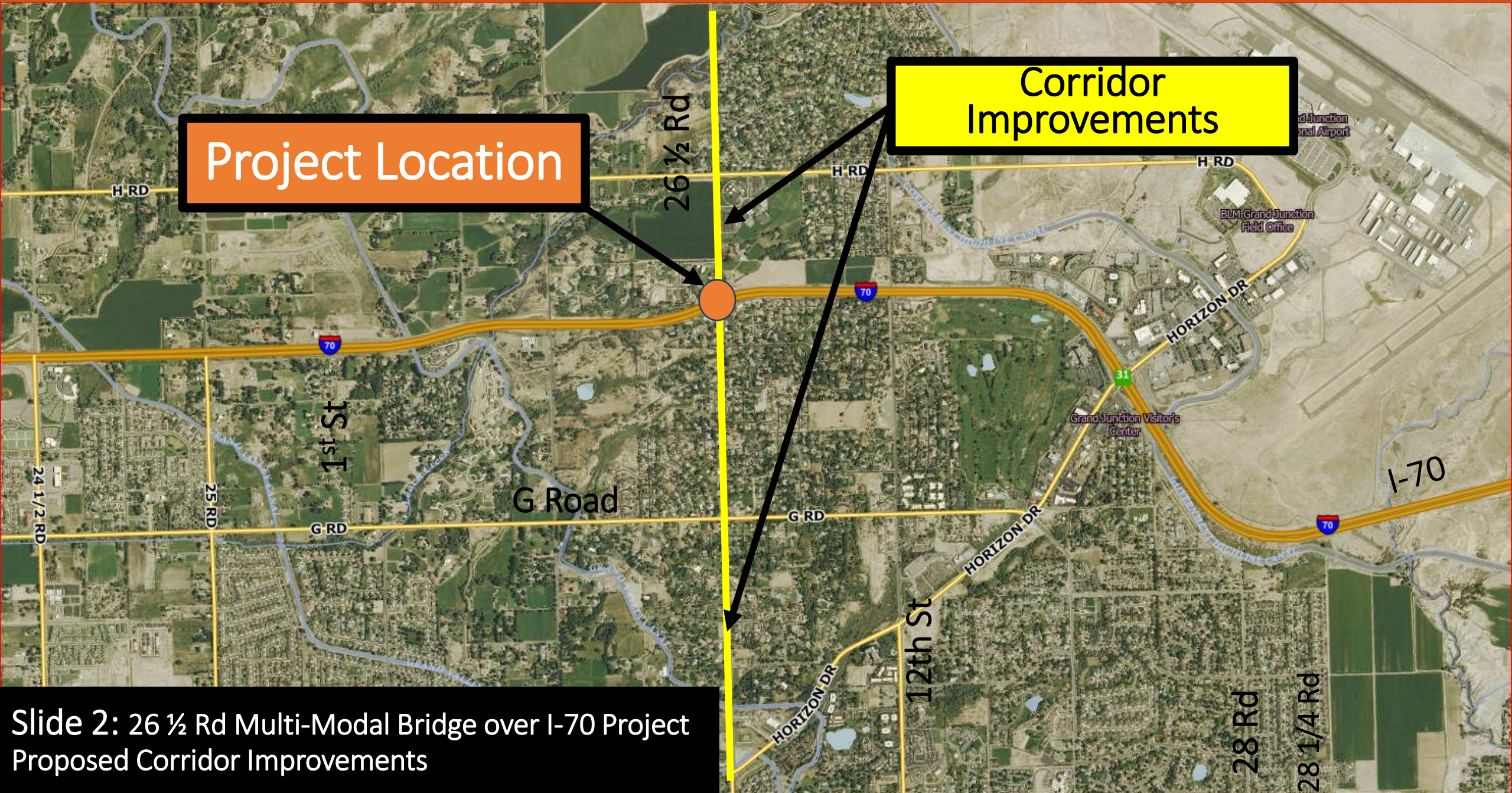


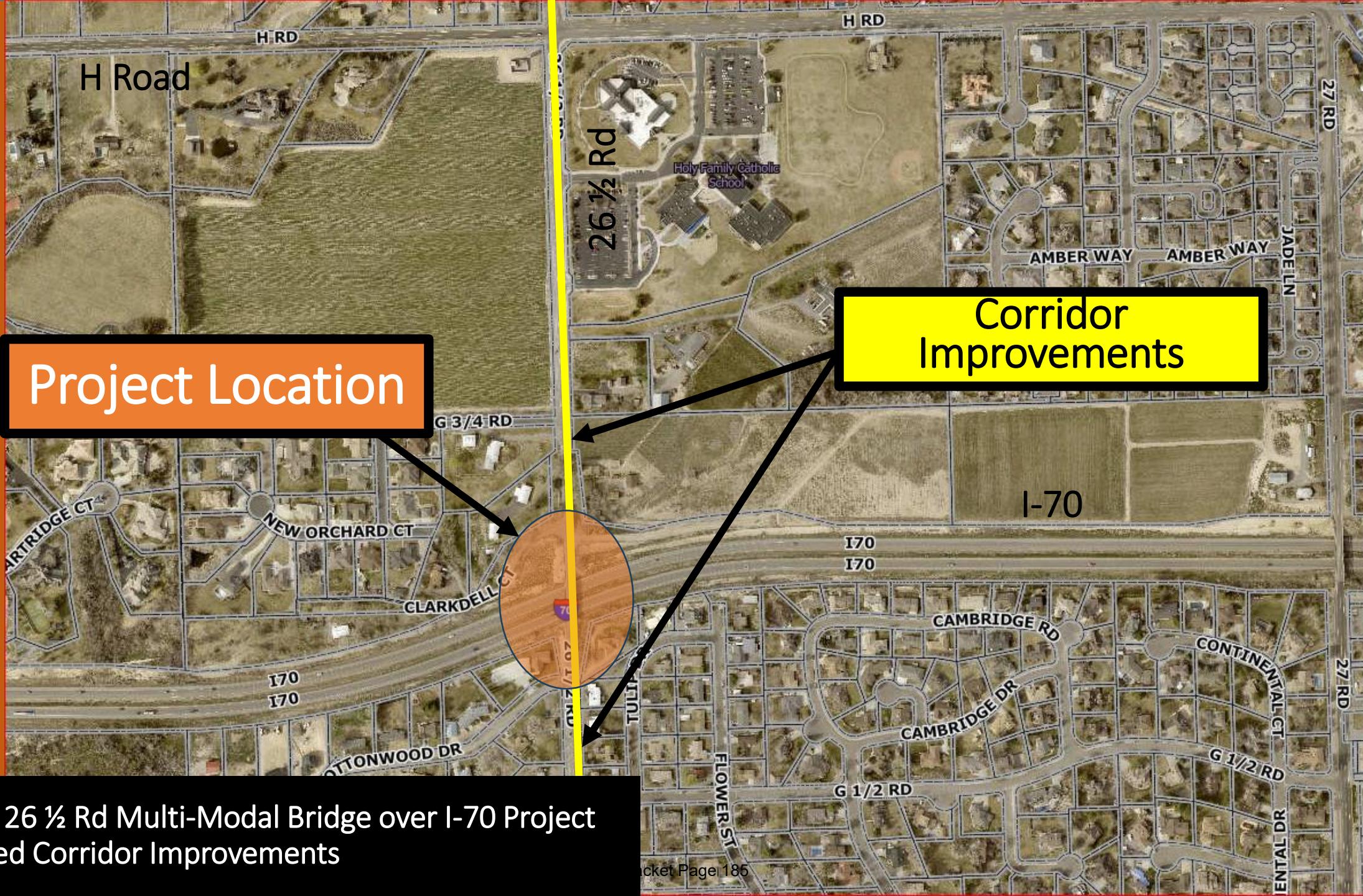
Slide 1: 26 ½ Rd Multi-Modal Bridge over I-70 Project
Vicinity Map

Project Location

Corridor Improvements

Slide 2: 26 1/2 Rd Multi-Modal Bridge over I-70 Project
Proposed Corridor Improvements

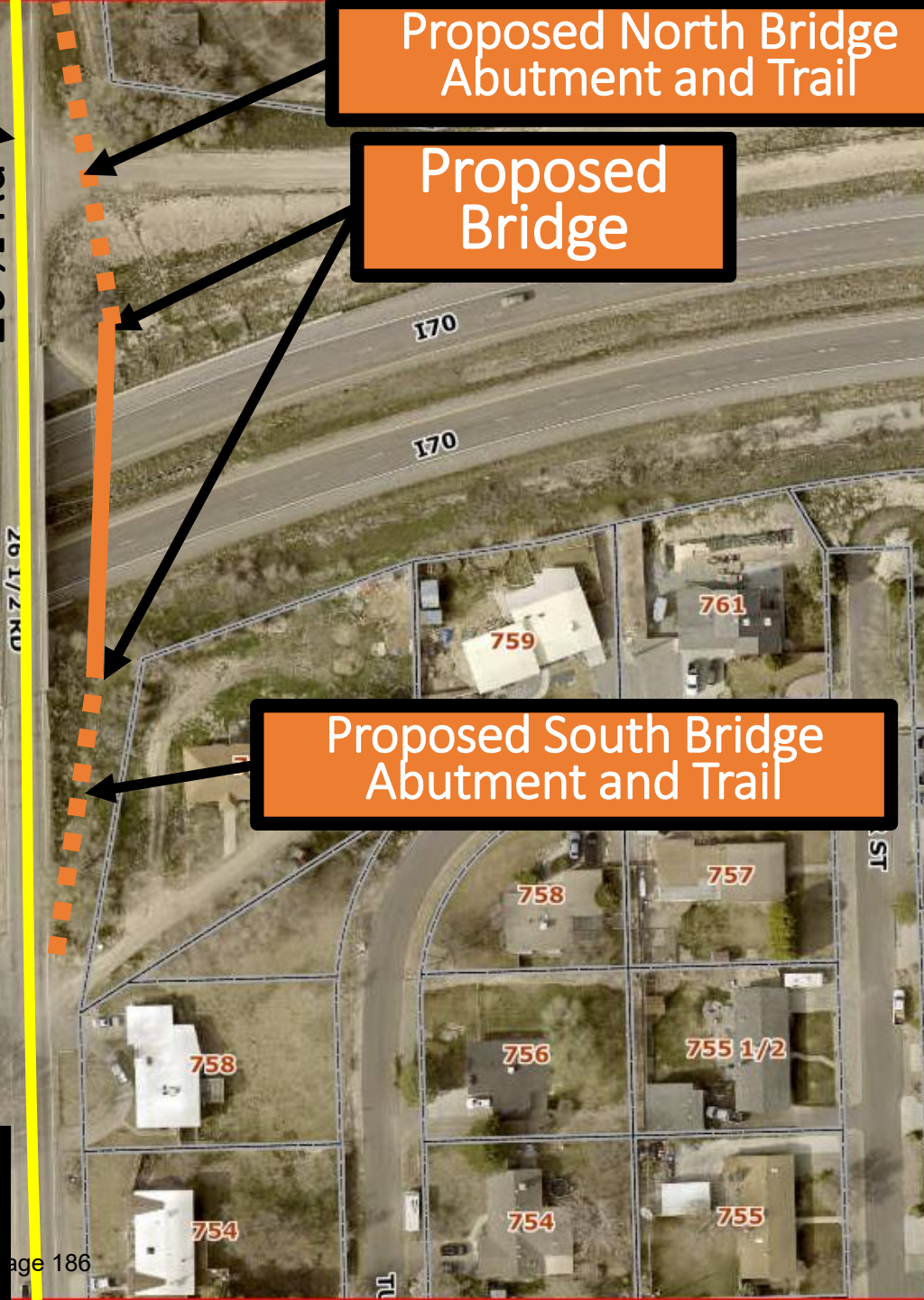




Project Location

Corridor
Improvements

Slide 3: 26 ½ Rd Multi-Modal Bridge over I-70 Project
Proposed Corridor Improvements



Slide 4: 26 1/2 Rd Multi-Modal Bridge over I-70 Project Location Map



18 inch
sidewalk

24 ft pavement

Slide 5: 26 ½ Rd Multi-Modal Bridge over I-70 Project
Unsafe Bike and Pedestrian Space

RESOLUTION NO. __-23

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR MULTIMODAL
PROJECT DISCRETIONARY GRANT FOR 26 ½ ROAD MULTIMODAL BRIDGE OVER
I-70 PROJECT**

BE IT RESOLVED by the City Council of the City of Grand Junction, Colorado that:

The City of Grand Junction by, with and through this Resolution supports the 26 ½ Road Multi-modal Bridge over I-70 project.

The Infrastructure Investment and Jobs Act (IIJA), commonly referred to as the Bipartisan Infrastructure Bill, is a United States federal statute signed into law on November 15, 2021. As part of this legislation, DOT was provided funds across the three programs above to invest in projects of national or regional significance. Multimodal Project Discretionary Grant (MPDG) applicants will be considered across all three programs unless they opt out of a specific program. The FY 2023 and 2024 round will focus on supporting projects that improve safety, economic strength, equity, and climate and sustainability consistent with the Department's strategic goals.

The MPDG provides funding for projects such as on- and off-road pedestrian and bicycle facilities.

In accordance with the grant purposes, the City Public Works Department proposes the funds be invested on a new multimodal bridge to be constructed just east of the existing 26 1/2 Road bridge.

City staff is seeking \$2.0 million from the US DOT's Multimodal Project Discretionary Grant fund for the \$4.0 million project representing a 50% match. Completion of the Project is planned for 2026.

The City Council authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any grant award. If a grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement for the Project.

The City staff has recommended that the City Council support the grant application and if awarded that the grant be utilized for the 26 ½ Road at I-70 Multi-modal bridge project.

PASSED and ADOPTED this 16th day of August 2023

ATTEST:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: August 16, 2023
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Daniella Acosta, Senior Planner

Information

SUBJECT:

A Resolution to Vacate a 15-Foot Multipurpose Easement, to Partially Vacate a 20-Foot Multipurpose Easement, and to Partially Vacate a 60-Foot Public Utility Easement on a 5.26-Acre Parcel Located at 630 S 7th Street

RECOMMENDATION:

Staff recommends approval of the Resolution.

EXECUTIVE SUMMARY:

The Applicant, Situs GJ Industrial LLC, is requesting a full vacation of a 2,047-square foot 15-foot multipurpose easement (MPE) that runs north to south on the property, a partial vacation of a 20-foot MPE that runs east to west on the property, and a partial vacation of a 60-foot utility easement that runs east to west. The existing 20-foot MPE is 381.4 feet long and the applicant is seeking to vacate 269.4 feet, while retaining 112 feet for the existing overheard utilities. The applicant is also requesting to narrow the 60-foot utility easement to 29.5 feet, vacating 12.5 feet and 18 feet from the northern and southern limits of the existing utility easement, respectively. The applicant is requesting the vacations to accommodate future redevelopment of the site.

BACKGROUND OR DETAILED INFORMATION:

The existing 15-foot and 20-foot MPEs were dedicated to the City in 2016 as identified on the Seventh and South Ave Subdivision by Reception No. 2757389. The 60-foot utility easement was originally a portion of the 1st Avenue right-of-way (ROW), which was vacated and retained as a utility easement in 1954 (Reception No. 607468). The parcel is within the Rail District as identified by the Greater Downtown Plan and is located east of S 7th Street and north of the Union Pacific Railroad. The majority of the property lies currently vacant with a large surface parking lot on the northern half and a warehouse building on the southwestern corner. While there has not been major

redevelopment of the parcel, the parcel has undergone two rezones; a Comprehensive Plan Amendment (CPA), a ROW vacation, and a simple subdivision for lot consolidation within the past eight years.

In 2015, there was a request for a CPA to change the 2010 Land Use Map designation from Commercial/Industrial to Commercial in anticipation of additional lot consolidation. This request was ultimately withdrawn since the then existing Commercial/Industrial land use designation could accommodate the desired C-2 (General Commercial) zoning. The property was rezoned from I-1 (Light Industrial) to C-2 (RZN-2015-410) and underwent a simple subdivision to consolidate seven lots (SSU-2015-337). That same year, a revocable permit was approved to legitimize the existing warehouse building encroachment by one foot in the S. 7th Street ROW (RVP-244-1447).

In 2020, there was a request for a CPA to amend the 2010 Land Use Map designation from Commercial/Industrial to Downtown Mixed Use (CPA-2020-194) and to rezone the property from C-2 to R-24 (Residential – 24 du/ac) (RZN-2020-190). With the adoption of the 2020 Comprehensive Plan, the property has a land use designation of Mixed Use and is currently zoned R-24 and is within the Greater Downtown Commercial Corridor Overlay.

NOTIFICATION REQUIREMENTS

Per Section 21.02.100(e) of the Grand Junction Zoning and Development Code, a neighborhood meeting is not required prior to application for the vacation of an easement.

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 March 20, 2023. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards were sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on July 27, 2023. The notice of the Planning Commission public hearing was published on July 30, 2023 in the Grand Junction Daily Sentinel.

Public comment was also received in an online hearing between August 1, 2023, and August 7, 2023 through the GJSpeaks.org platform.

ANALYSIS

The criteria for review are set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements. Per Section 21.02.100 (c), the vacation of the easement shall conform to the following:

1. The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies of the City;
The applicant is requesting the vacations to facilitate future mixed-use redevelopment of the site. Since the easements run through the middle of the property, both east to

west and north to south, removing the MPEs and narrowing the utility easement maximizes the amount of land that can be used for the infill redevelopment and provides additional flexibility for site configuration and building placement. The Comprehensive Plan identifies several goals that the vacation furthers by reducing the encumbrances on the property and facilitating a future highest and best use:• Plan Principle 2.2.c – Urban Reinvestment: Continue efforts to revitalize Downtown and other mixed-use areas to create vibrant urban areas attractive to young professionals and other workers.• Plan Principle 3.2 – Underutilized Properties: Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings including, but not limited to: i) adaptive reuse of existing buildings, ii) infill of existing surface parking lots.

Therefore, staff has found the request does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and therefore, this criterion has been met.

2. No parcel shall be landlocked as a result of the vacation;

The request to vacate the MPEs and narrow the utility easement will not render the property landlocked. The parcel will continue to have direct access to South 7th Street, South 8th Street, 1st Avenue, and South Avenue. Therefore, staff finds that this criterion has been met.

3. Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

As provided in (2) above, the parcel will maintain access to South 7th Street, South 8th Street, 1st Avenue, South Avenue, and the rest of the city street network since these easements do not align with any existing or planned street network. No access to any parcel will be restricted; therefore, this request conforms with this criterion.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services); No adverse impacts on the health, safety, and/or welfare of the general community have been identified and the quality of public facilities and services provided to any parcel of land will not be reduced as a result of this vacation request; therefore, this request conforms with this criterion.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

The proposed MPE vacations will have no impact on public facilities or services because the alignment of the sewer line in the alley within the 20-foot MPE between S 7th and S 8th Street has been abandoned. There are no utilities in the 15-foot MPE. Additionally, the developer will retain 112 feet of the 20-foot easement east of S 8th St for the existing overhead powerlines for those utility providers. There is a 6-inch water line and an 8-inch sanitary sewer pipe in the 60-foot utility easement. The requirement for this easement is to retain a minimum of 10 feet on the outside of each pipe either

side. The request meets this requirement. As such, staff finds that this criterion has been met.

6. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Although there is not an immediately measurable public benefit, there is a perceived future public benefit to the requested vacations. The vacations reduce encumbrances on the property and provide additionally flexibility for corridor infill in line with the 2020 Comprehensive Plan as aforementioned in criterion 1. At a macro-level, the vacation benefits the community by priming the currently vacant parcel for future urban renewal, particularly in an area identified by the Comprehensive Plan as a priority for urban infill. As such, staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Situs Easement Vacation request, VAC-2023-186, located on a 5.26-acre parcel located at 630 South 7th Street, the following findings of fact have been made:

The requests conform with Section 21.02.100 (c) of the Zoning and Development Code. Therefore, staff recommends approval of the request.

FISCAL IMPACT:

There is no fiscal impact.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. 69-23, a resolution vacating a 15-foot-wide multipurpose easement, partially vacating a 20-foot-wide multipurpose easement, and partially vacating a 60-foot-wide utility easement.

Attachments

1. Exhibit 2. Easement Extinguish
2. Exhibit 1. Development Application
3. RES-Situs LLC Easement Vacation 20230809

EXHIBIT A

All that Multi-purpose easement as platted and dedicated on Seventh & South Ave Subdivision as recorded at Reception Number 2757389 at the Mesa County Clerk and Records Office, situated in the South 1/2 of Section 14, and the North 1/2 of Section 23, Township 1 South, Range 1 West, of the Ute Meridian City of Grand Junction, County of Mesa, State of Colorado,
Except the east one hundred and twelve (112') feet thereof,

Together with the north twelve and one-half (12.5') feet and the south eighteen (18.0') feet of a utility easement as recorded at Reception Number 607468 at the Mesa County Clerk and Records Office, situated in the North 1/2 of Section 23, Township 1 South, Range 1 West, of the Ute Meridian City of Grand Junction, County of Mesa, State of Colorado,

Containing 19,053 square feet, more or less.



This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

EXHIBIT B

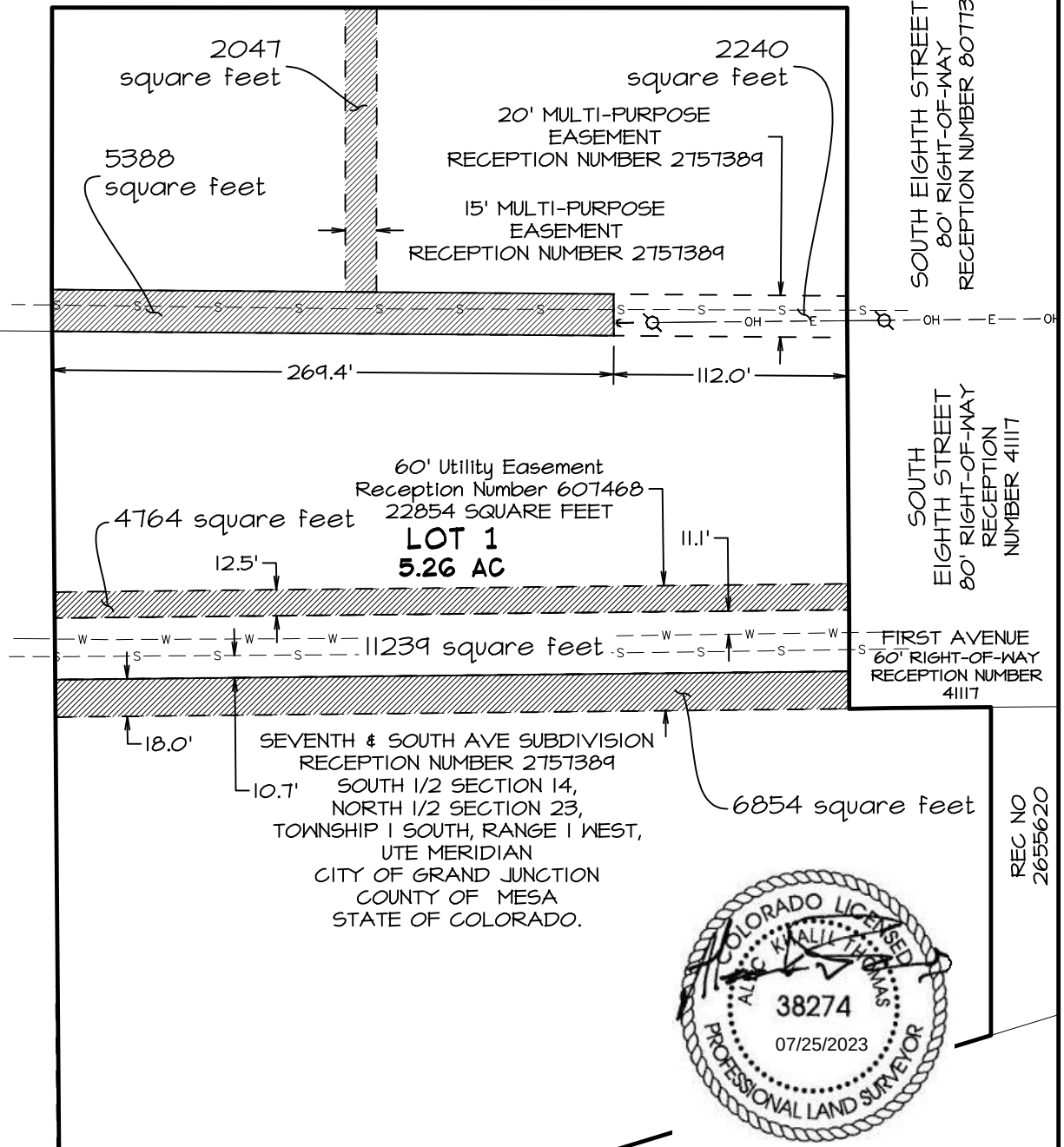
SOUTH AVENUE
RIGHT-OF-WAY WIDTH VARIES RECEPTION NUMBER 80773

SOUTH SEVENTH STREET
100' RIGHT-OF-WAY
RECEPTION NUMBER 80773

SOUTH EIGHTH STREET
80' RIGHT-OF-WAY
RECEPTION NUMBER 80773

SOUTH SEVENTH STREET
80' RIGHT-OF-WAY
RECEPTION NUMBER 4117

SOUTH EIGHTH STREET
80' RIGHT-OF-WAY
RECEPTION NUMBER 4117



REC NO
2655620

1" = 80'
0 80
U.S. Survey feet



EASEMENT EXTINGUISH

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



RIVER CITY
CONSULTANTS

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

Drawn: AKT | Checked: NA | 5/31/23 | Job No. 2038-003

5/PROJECTS/2038 Jason Fish/003 630 5 7th Street Simple Subdivision Plat Survey/003-003 extinguishing

EXHIBIT A

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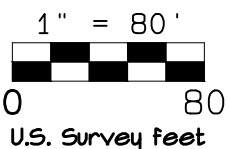
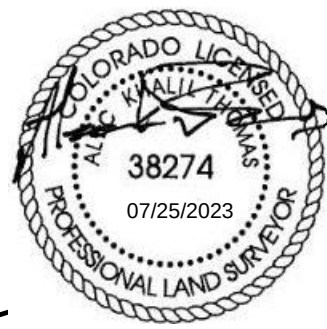
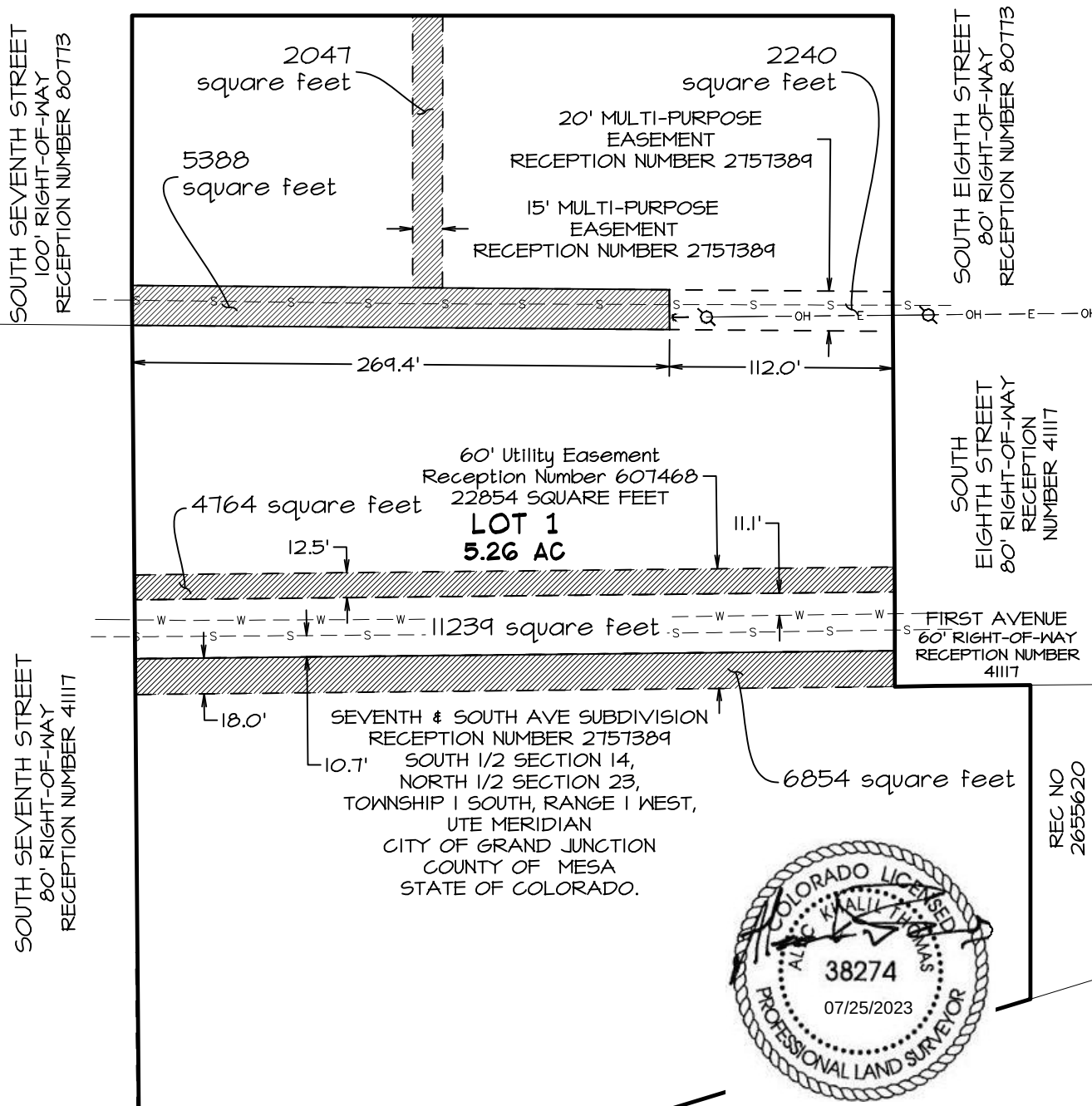


This description was prepared by:
Alec K. Thomas
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Grand Junction, CO 81501

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EXHIBIT B

SOUTH AVENUE
RIGHT-OF-WAY WIDTH VARIES RECEPTION NUMBER 80773



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY
CONSULTANTS

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

Drawn: AKT | Checked: NA | 5/31/23 | Job No. 2038-003

5/PROJECTS/2038 Jason Fish/003 630 S 7th Street Simple Subdivision Plat Survey/DMS/2038-003 extinguishing

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: Vacate MPE easements not in use.

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

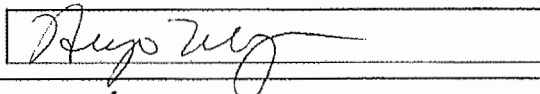
Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application



Date

Signature of Legal Property Owner



Date

Parcel No. 2945-231-43-001

630 S. 7th Street, Grand Junction, CO

Vacation of Easements

General Project Report

March 10, 2023

Prepared for:

City of Grand Junction
Grand Junction, CO 81501

Prepared by:



215 PITKIN AVE. #201, GRAND JUNCTION, CO 81501

Phone: (970) 241-4722

info@rccwest.com

A. Project Description

1. A request for a Vacation of Easements, previously platted on the Seventh & South Ave Subdivision (Reception No. 2757839) in 2016. More specifically the 15' and 20' multi-purpose easements as shown on that plat. There are no existing utilities located within these easements.

It is also proposed to reduce the existing 60' utility easement as discussed with City Staff, preserving 10' on each side of the outside pipe for all pipes in the existing easement. Utilities were located by 811 and the proposed reduction in easement is included with this submittal.

2. The site contains 5.26 acres.
3. The project consists of a single lot that is proposed to be split into two lots. There is an existing 48,628 SF warehouse/office building and associated parking that will be contained within one lot. The newly created lot with the Simple Subdivision submittal will be for future development and will be addressed through a separate site plan submittal.

B. Public Benefit

There is no public benefit associated with the vacation/reduction in easements.

C. Neighborhood Meeting

A Neighborhood Meeting was not required for this submittal, and none was held.

D. Project Compliance, Compatibility, and Impact

1. **Adopted plans and/or policies:**
The vacation/reduction request complies with the adopted codes and zoning requirements for this property. The property is zoned R-24. Depending on the proposed use(s) moving forward, a rezone of the property may be required. The future land use is Mixed Use.
2. **Land use in the surrounding area:** The uses contained within the surrounding area are various commercial and industrial uses.
3. **Site access and traffic patterns:** The parcel has access from S. 7th and S 8th Street(s). Site access and traffic patterns will be determined with future development. The easement vacation/reduction requests will have no effect on

existing traffic patterns. S. 7th Street provides direct access to Main Street Downtown to the north and Riverside Parkway to the south.

4. Availability of utilities, including proximity of fire hydrants

City of Grand Junction Water
City of Grand Junction Sewer
City of Grand Junction Storm Sewer
Grand Valley Drainage District
Grand Valley Irrigation Company
Xcel Energy
Charter/Spectrum (Cable)
Century Link/Lumen (Phone)
City of Grand Junction Fire- Station 1

A fire flow form will be provided with the Simple Subdivision submittal.

- 5. **Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.):** Not applicable for this submittal.
- 6. **Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.):** Not applicable for this submittal.
- 7. **Hours of operations:** Not applicable for this submittal.
- 8. **Number of employees:** Not applicable for this submittal.
- 9. **Signage:** Not applicable for this submittal.
- 10. **Site Soils Geology (such as per SCS soils mapping):** Not applicable for this submittal.
- 11. **Impact of project on site geology and geological hazards:** Not applicable for this submittal.

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) General Approval Criteria

(6) General Approval Criteria. No permit may be approved by the Director unless all of the following criteria are satisfied:

- (i) Compliance with the Comprehensive Plan and any applicable adopted plan.
This vacation/reduction of easements requests are in compliance with the Comprehensive Plan as it does not change the existing or future land uses.
- (ii) Compliance with this zoning and development code.
This vacation/reduction of easements requests are in compliance with the zoning and development code.
- (iii) Conditions of any prior approvals.
There are no prior approval conditions for this submittal.
- (iv) Public facilities and utilities shall be available concurrent with the development.
Public facilities and utilities will be available concurrent with the vacation/reduction of easement process.
- (v) Received all applicable local, State and federal permits.
Not applicable for this submittal.

21.02.100 Vacation of public right-of-way or easement

(c) Approval Criteria. The vacation of the right-of-way or easement shall conform to the following:

- (1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The proposed vacation/reduction in easements requests will conform to the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City.

- (2) No parcel shall be landlocked as a result of the vacation;

This vacation/reduction of easements will not result in landlock parcels.

- (3) Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

Access is not affected by the vacation/reduction of easement requests and is reasonable, economically viable, and does not reduce or devalue the property affected.

- (4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services);

There will be no major impacts on the health, safety, and/or welfare of the community or quality of public facilities and services as a result of the vacation/reduction of easements.

- (5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

There will be adequate public facilities available to this property and parcels within vicinity.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The proposed vacation/reduction of easement requests won't result in maintenance requirements from the City.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Situs GJ Industrial LLC ("Entity") is the owner of the following property:

(b) 630 S. 7th Street

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Vacation - Easement

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) None

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

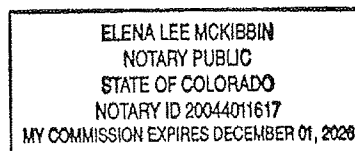
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Hugo Weinberger

Printed name of person signing: Hugo Weinberger, Manager

State of Colorado)

County of Arapahoe) ss.



Subscribed and sworn to before me on this 6th day of March, 20 23

by Hugo Weinberger

Witness my hand and seal.

My Notary Commission expires on 12-01-2026

Elena Lee McKibbin
Notary Public Signature



State Documentary Fee
Date: December 23, 2021
\$335.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **EN-SIM PARTNERSHIP, L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP**, whose street address is **630 S 7TH ST, GRAND JUNCTION, CO 81501**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$3,350,000.00) ***Three Million Three Hundred Fifty Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **3333 SOUTH BANNOCK ST SUITE 300, Englewood, CO 80110**, City or Town of **Englewood**, County of **Arapahoe** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

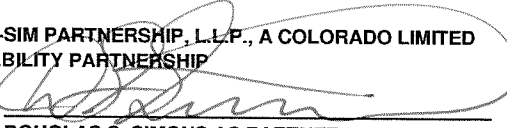
LOT 1 OF SEVENTH & SOUTH AVE SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **630 S 7TH ST, GRAND JUNCTION, CO 81501**

with all its appurtenances and warrant(s) the title to the same, subject to those matters set out in the Exhibit A, attached hereto.

Signed this day of **December 23, 2021**.

EN-SIM PARTNERSHIP, L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

By: 

DOUGLAS S. SIMONS AS PARTNER

By: 

JAMEE E. SIMONS AS PARTNER

State of **Colorado**

)

)ss.

County of **MESA**

)



County of **Mesa**

The foregoing instrument was acknowledged before me on this day of **December 23rd, 2021** by **DOUGLAS S. SIMONS AND JAMEE E. SIMONS, AS PARTNERS OF EN-SIM PARTNERSHIP, L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP**

Witness my hand and official seal

My Commission expires: 2/5/22


Notary Public

When recorded return to: **SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY**
3333 SOUTH BANNOCK ST SUITE 300, Englewood, CO 80110



Exhibit A

1. THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO INTERSECT SAID PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 12, 1891 IN BOOK 11 AT PAGE 105 AT RECEPTION NO. 11808.
2. ALL THE RIGHT, TITLE AND INTEREST OF THE GRANTOR BY VIRTUE OF ANY CONTRACTS OR DEEDS HERETOFORE MADE WITH AND TO SAID GRANTOR OR ITS GRANTORS BY THE GRAND RIVER DITCH COMPANY, THE MESA COUNTY DITCH COMPANY, THE PIONEER EXTENSION DITCH COMPANY, THE INDEPENDENT RANCHMEN'S DITCH ASSOCIATION, OR THE GRAND VALLEY CANAL COMPANY, TO CLAIM, OBTAIN OR USE WATER, FROM THE CANAL OR CANALS OF SAID COMPANIES, FOR THE PURPOSE OF IRRIGATING OR USING WATER ON THE SUBJECT PROPERTY; TOGETHER WITH ALL THE WATER RIGHTS, PRIVILEGES OR EASEMENTS CONVEYED BY SAID CONTRACTS OR DEEDS TO SAID GRANTOR OR ITS GRANTORS, AS CONVEYED BY CHARLES B. RICH AND MONROE L. ALLISON, TRUSTEES OF THE ESTATE OF GEORGE A. CRAWFORD, DECEASED, TO THE GRAND VALLEY IRRIGATION COMPANY, ITS SUCCESSORS OR ASSIGNS, IN INSTRUMENT RECORDED FEBRUARY 16, 1894 IN BOOK 48 AT PAGE 9 UNDER RECEPTION NO. 17849.
3. RIGHT-OF-WAY, AND RIGHTS INCIDENTAL THERETO, GRANTED TO THE RIO GRANDE JUNCTION RAILWAY COMPANY, ITS SUCCESSORS AND ASSIGNS, IN DEED RECORDED AUGUST 5, 1899 IN BOOK 64 AT PAGE 83 UNDER RECEPTION NO. 29806.
4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MILLDALE SUBDIVISION RECORDED JULY 13, 1903 UNDER RECEPTION NO. 45120.
5. THE RIGHT TO CONSTRUCT, MAINTAIN, AND REMOVE SEWERS, WATER MAINS, AND GAS MAINS, AND APPURTENANCES, AND TO AUTHORIZE THE CONSTRUCTION, MAINTENANCE, AND REMOVAL OF THE SAME THEREIN AND THEREFROM, AND SUBJECT TO THE CONTINUED RIGHT OF OWNERS TO MAINTAIN AND OPERATE EXISTING WATER, SEWER AND GAS MAINS AND PIPES, AND RIGHTS INCIDENTAL THERETO, AS RESERVED IN ORDINANCE NO. 692, RECORDED JULY 20, 1954 IN BOOK 611 AT PAGE 201 UNDER RECEPTION NO. 607468.
6. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF UTILITY EASEMENT, GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, RECORDED MAY 21, 1986, IN BOOK 1588 AT PAGE 416 UNDER RECEPTION NO. 1421496.
7. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF GRANT OF STORM SEWER EASEMENT, GRANTED TO THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY, RECORDED JUNE 20, 2003 IN BOOK 3393 AT PAGE 416 UNDER RECEPTION NO. 2128889.
8. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 2914, ORDINANCE CONSIDERING A SUBSTANTIAL MODIFICATION OF AN APPROVED PLAN OF DEVELOPMENT BY EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY AND TAX INCREMENT FINANCING DISTRICT, RECORDED MARCH 29, 2011 IN BOOK 5140 AT PAGE 343 UNDER RECEPTION NO. 2567456.
9. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 2475, AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, RECORDED JULY 28, 2011 IN BOOK 5181 AT PAGE 622 AT RECEPTION NO. 2579705.
10. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 2382, INCLUDING PROPERTY WITHIN THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, RECORDED JULY 28, 2011 IN BOOK 5181 AT PAGE 636 AT RECEPTION NO. 2579707.
11. AN EASEMENT FOR INGRESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, AS RESERVED IN INSTRUMENT RECORDED MARCH 22, 2013 IN BOOK 5448 AT PAGE 881 UNDER RECEPTION NO. 2648681.
12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, RECORDED JUNE 05, 2013 IN BOOK 5483 AT PAGE 905 UNDER RECEPTION NO. 2657295.
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SEVENTH & SOUTH AVE SUBDIVISION RECORDED APRIL 19, 2016 UNDER RECEPTION NO. 2757389.
14. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF CITY OF GRAND JUNCTION ORDINANCE NO. 4682, AN ORDINANCE VACATING ALLEY RIGHTS-OF-WAY BETWEEN S. 7TH STREET AND S. 8TH STREET ON THE SOUTH SIDE OF SOUTH AVENUE LOCATED AT 630 S. 7TH STREET AND 735, 737, 741, AND 749 SOUTH AVENUE, RECORDED APRIL 19, 2016 UNDER RECEPTION NO. 2757390.

15. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION NO. 03-16, A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO LOJO PARTNERSHIP, LLP LOCATED AT 630 S. 7TH STREET, RECORDED APRIL 19, 2016 UNDER RECEPTION NO. 2757391.
16. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDINANCE NO. 4701, AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE 735 SOUTH AVENUE, 737 SOUTH AVENUE, 749 SOUTH AVENUE, AND 821 FIRST AVENUE, RECORDED JUNE 10, 2016 UNDER RECEPTION NO. 2763186.

WHEN RECORDED SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY
 RETURN TO: 3333 SOUTH BANNOCK ST SUITE 300
 Englewood, CO 80110



STATEMENT OF AUTHORITY
 (§38-30-172, C.R.S.)

- This Statement of Authority relates to an entity¹ named
SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY
- The type of entity is a:

☐ Corporation	☐ Registered Limited Liability Partnership
☐ Nonprofit Corporation	☐ Registered Limited Liability Limited Partnership
☒ Limited Liability Company	☐ Limited Partnership Association
☐ General Partnership	☐ Government or Governmental Subdivision or Agency
☐ Limited Partnership	☐ Trust
☐	
- The entity is formed under the laws of **Colorado**
- The mailing address for the entity is **3333 SOUTH BANNOCK ST SUITE 300, Englewood, CO 80110**
- The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **HUGO WEINBERGER, AS MANAGER OF SITUS GRAND JUNCTION LLC AS MANAGER**
- The authority of the foregoing person(s) to bind the entity: ☐ is² not limited ☐ is limited as follows:
- Other matters concerning the manner in which the entity deals with interests in real property:
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. ³
- This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of December 23rd, 2021

SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY, BY: SITUS GRAND JUNCTION LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER BY: SITUS GRAND JUNCTION MANAGERS LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER

By: Hugo Weinberger
HUGO WEINBERGER, MANAGER

State of Colorado)
) ss.
 County of Arapahoe)

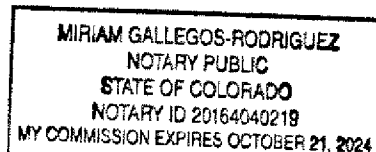
The foregoing instrument was acknowledged before me on this day of **December 23rd, 2021** by **HUGO WEINBERGER AS MANAGER OF SITUS GRAND JUNCTION MANAGERS LLC, MANAGER SITUS GRAND JUNCTION LLC, MANAGER OF OF SITUS GJ INDUSTRIAL LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: Oct. 21, 2024

Notary Public

Miriam Gallegos



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING A 2,047 SQUARE FOOT NORTH-SOUTH 15-FOOT MULTIPURPOSE EASEMENT, PARTIALLY VACATING A 20-FOOT EAST-WEST MULTI PURPOSE EASEMENT, PARTIALLY VACATING A 60-FOOT EAST-WEST UTILITY EASEMENT ALL ON THE PROPERTY LOCATED AT 630 S. 7th STREET IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

Situs GJ Industrial LLC (Applicant) has applied for the vacation of various easements burdening its property at 630 S. 7h Street in the City (Property). If approved the vacations will accommodate redevelopment of the Property.

The vacation application is for: 1) a full vacation of a 2,047-square foot of a 15-foot multipurpose easement (MPE) that runs north to south on the Property; 2) a partial vacation of a 20-foot MPE that runs east to west on the Property; 3) a partial vacation of a 60-foot utility easement that runs east to west on the Property. Collectively 1-4 are referred to as the Vacations.

As shown on the attached drawing, Exhibit A, the existing 20-foot MPE is 381.4 feet long and the Applicant is seeking to vacate 269.4 feet, while retaining 112 feet for the existing overhead utilities. The Applicant has also requested to narrow the 60-foot utility easement to 29.5 feet, vacating 12.5 feet and 18 feet from the northern and southern limits of the existing utility easement, respectively.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the Vacations is consistent with the Comprehensive Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

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

The Recitals are incorporated herein as substantive terms of this Resolution.

The following described publicly dedicated multi-purpose easements and utility easement ("Easements") are hereby fully and partially vacated as provided herein and as described on Exhibit A and depicted on Exhibit B, subject to the Applicant paying in full when due all fees for and relating to the recordation of this Resolution, preparing any

and all document(s) for dedication and/or preservation of the Easements or the portion thereof for utility and/or other use(s).

All that Multi-purpose easement as platted and dedicated on Seventh & South Ave Subdivision as recorded at Reception Number 2757389 at the Mesa County Clerk and Records Office, situated in the South 1/2 of Section 14, and the North 1/2 of Section 23, Township 1 South, Range 1 West, of the Ute Meridian City of Grand Junction, County of Mesa, State of Colorado, Except the east one hundred and twelve (112') feet thereof,

Together with the north twelve and one-half (12.5') feet and the south eighteen (18.0') feet of a utility easement as recorded at Reception Number 607468 at the Mesa County Clerk and Records Office, situated in the North 1/2 of Section 23, Township 1 South, Range 1 West, of the Ute Meridian City of Grand Junction, County of Mesa, State of Colorado, Containing 19,053 square feet, more or less.

Exhibits A and B describing and depicting the Easements and the Vacations is attached and incorporated by this reference.

PASSED and ADOPTED this 16th day of August 2023.

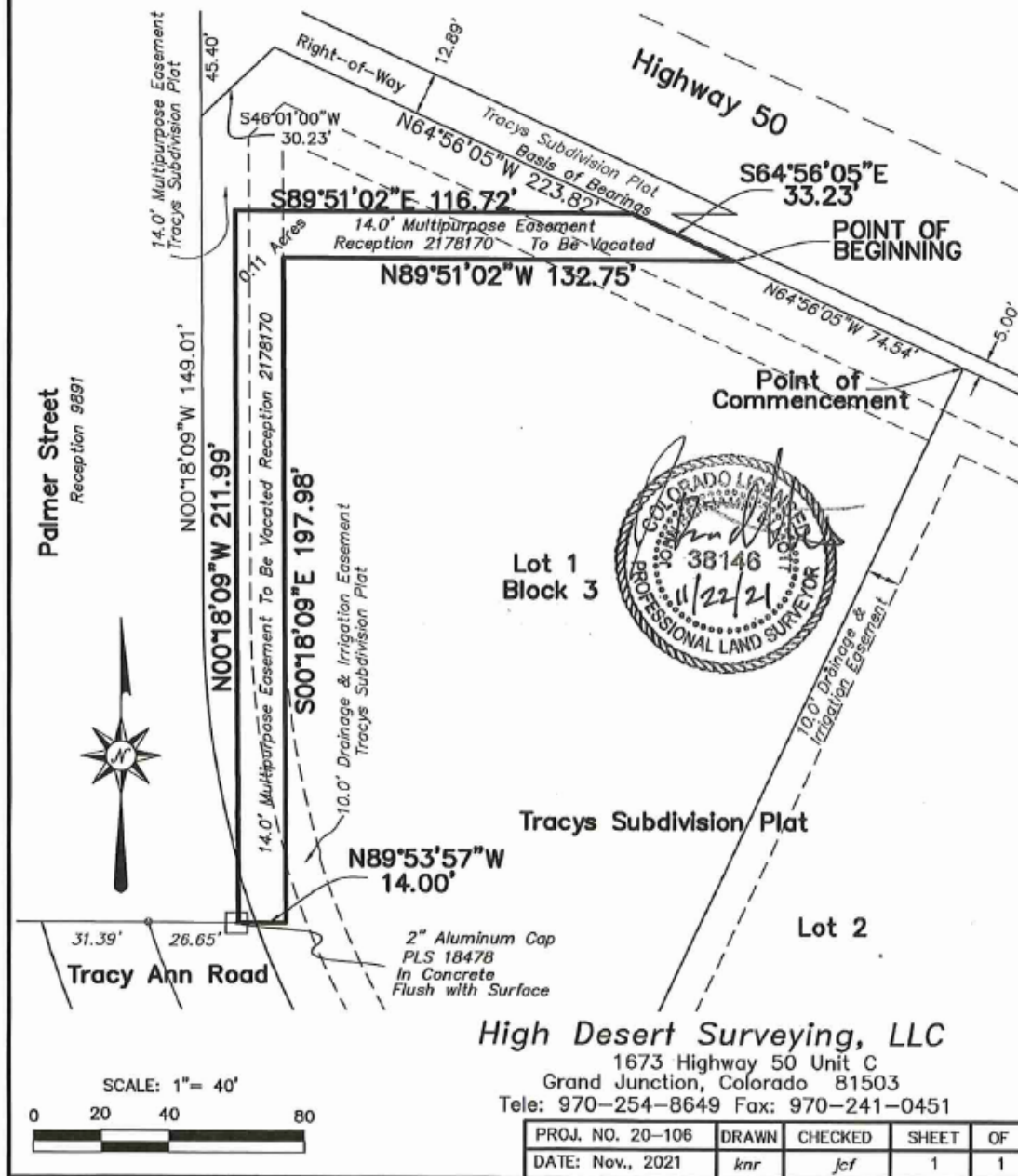
ATTEST:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk

DRAFT

EXHIBIT A EASEMENT VACATION





Grand Junction City Council

Workshop Session

Item #6.a.

Meeting Date: August 16, 2023

Presented By: Greg Caton, City Manager, Trenton Prall, Public Works Director

Department: City Manager's Office

Submitted By: John Shaver, City Attorney
Trent Prall, Public Works Director

Information

SUBJECT:

I-70 Interchange at 29 Road - Discussion Only

EXECUTIVE SUMMARY:

This agenda item is to discuss the I-70 Interchange at 29 Road. The purpose is to have a discussion at a regular City Council meeting which will allow the opportunity to receive feedback from community members. Staff will be looking for direction from City Council after discussion.

BACKGROUND OR DETAILED INFORMATION:

This agenda item is to provide an update on the status of the I-70 Interchange at 29 Road and discuss the issuance of transportation bonds as a potential funding source for this project. Issuance of bonds would require voter approval and draft ballot language is attached for discussion purposes.

BACKGROUND

An interchange at 29 Road has been identified since the 1990s in many local and regional plans as a way to enhance local and regional connectivity, as part of a larger plan to provide connections in and around Grand Junction. The proposed interchange improvements, in coordination with other regional improvements, have been envisioned to complete the transportation loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity. Some of the efforts to evaluate and further develop an interchange at 29 Road have included the following.

- 1999 Identified the need for an I-70 interchange in northeast Grand Junction
- 2018 Studied the benefits and potential environmental impacts of a 29 Road interchange (PEL Study attached for reference)

- 2022 Positioned the City and County for future state and federal funding opportunities
Developed vision and goals for future design concepts with local governments
Built consensus and documented key issues and opportunities with business, school,
economic development, airport, and planning organizations
- 2023 Analyzing and presenting potential interchange configurations for community input

Continuation of these efforts is in process to complete the additional analysis necessary, develop a preliminary and final design, and secure funding for construction. The construction of the I-70 Interchange at 29 Road, and the associated road improvements along 29 Road between I-70 and Patterson Road were most recently estimated at \$80 million. The City of Grand Junction and Mesa County have a long history of working together to find solutions to fund a project of this magnitude, which may include the issuance of debt.

PURPOSE OF PROJECT

The purpose of the project is to enhance the eastern Grand Valley transportation network between the I -70 Business Loop East Interchange and Horizon Drive Interchange to:

1. Improve local and regional connectivity
2. Provide enhanced access to planned land use surrounding I-70 in Grand Junction, Colorado

PROJECT NEED

The proposed project will provide improved local and regional connectivity by:

- Addressing limited regional transportation network connectivity with access to/from I-70 between I-70 Business and Horizon Drive interchanges, and;
- Extending the functional longevity of the existing transportation system connecting to I-70.

It will also improve access to I-70 by:

- Providing transportation infrastructure needed to accommodate planned land use surrounding I-70, and specifically, the future Matchett Park and the associated Community Recreation Center, and;
- Providing transportation infrastructure needed to accommodate projected and regional traffic demands.

FISCAL IMPACT:

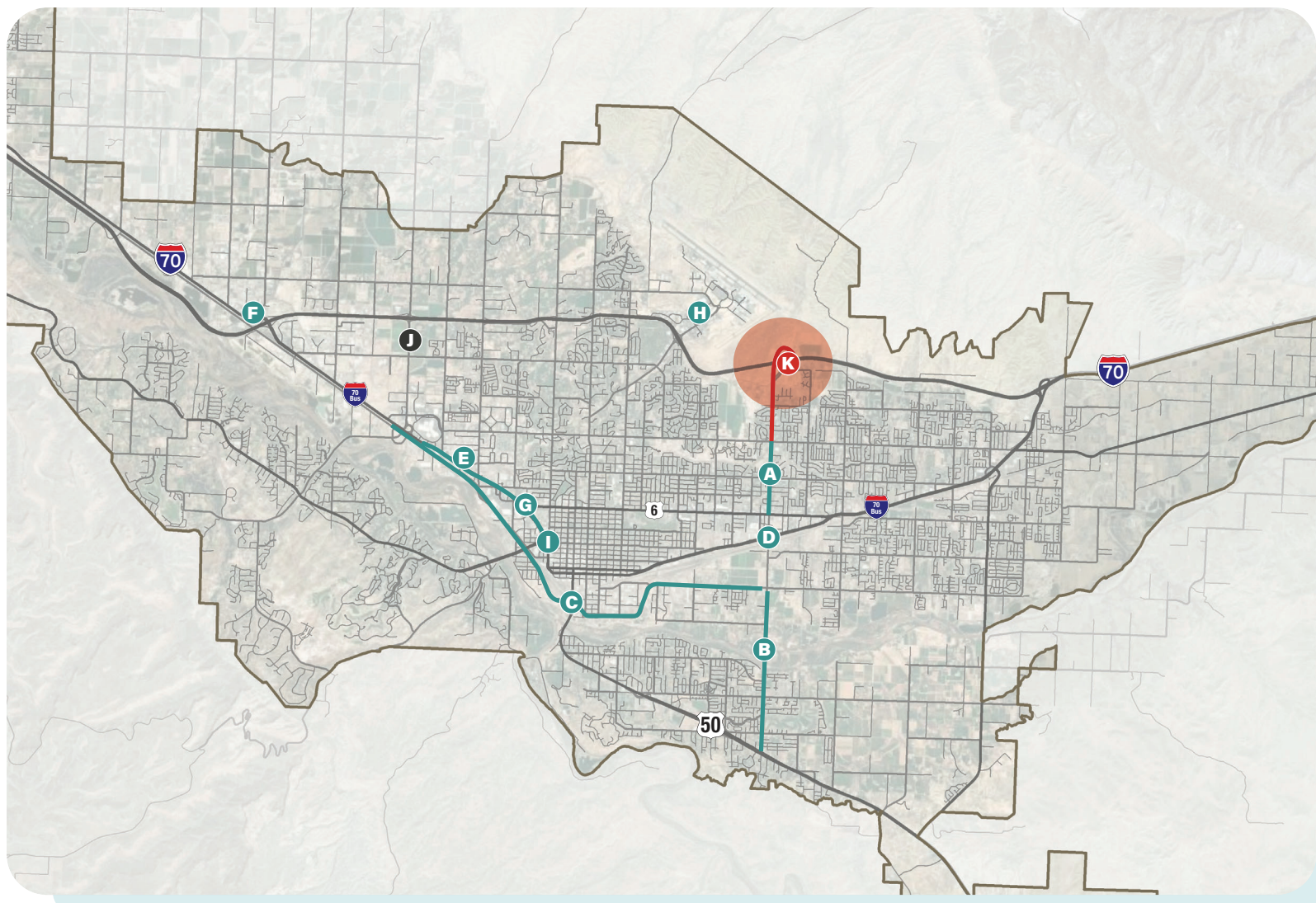
There is no fiscal impact for discussion only.

SUGGESTED ACTION:

For Discussion Only

Attachments

1. Project Information Graphic
2. RES-29 Road 20230809



COMPLETED REGIONAL IMPROVEMENTS

- A 2001** Extended of 29 Road from North Avenue to Patterson Road
- B 2006** Constructed 29 Road bridge over the Colorado river and widened the corridor
- C 2008** Completed Riverside Parkway from Redlands Parkway to 29 Road
- D 2011** Constructed 29 Road bridge over the I-70 Business Loop
- E 2011-2013** Phased completion of I-70 Business Loop from 24 Road to Rimrock Avenue
- F 2014** Upgraded interchange at I-70 and 22 Road to a diverging diamond
- G 2017** Constructed intersection improvements at I-70 Business Loop and North Avenue/US 6
- H 2017** Improved I-70 and Horizon Drive interchange to include roundabouts
- I 2022** Constructed intersection improvements at I-70 Business Loop and 1st Street and Grand Avenue

UNDER CONSTRUCTION

- J 2024** Construct additional lanes on 24 Road south of I-70 to increase capacity

K

COMING SOON!

Construct I-70 and 29 Road interchange and 29 Road improvements north of Patterson Road

A Little History on the I-70 & 29 Road Interchange

Since the 1990s, Mesa County and the City of Grand Junction worked to identify improvements for the 29 Road Corridor and the addition of a new interchange at I-70. These improvements, in coordination with other regional improvements, will complete the loop around Grand Junction, provide critical community access, support economic opportunity, and enhance local and regional connectivity.

- 1999** – Identified the need for an I-70 interchange in northeast Grand Junction.
- 2018** – Studied benefits and potential environmental impacts of a 29 Road interchange. Positioned the City and County for future state and federal funding opportunities.
- 2022** – Developed vision and goals for future design concepts with local governments.
 - Built consensus and documented key issues and opportunities with business, school, economic development, airport, and planning organizations.
- 2023** – Analyzing and presenting potential interchange configurations for community input
- 2024 & Beyond** – Complete additional analysis, develop preliminary and final design, and secure funding. Once funding is in place, the interchange and 29 Road improvements will move toward construction.

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RECITALS:

The City has experienced significant growth, which when coupled with aging transportation infrastructure and the heretofore incomplete “beltway” project, which was planned to be comprised of the 24 Road and I-70 interchange, the Riverside Parkway and an interchange at 29 and I-70, as well as the need for more effective, and efficient walking, biking, and driving routes on 29 Road, the City Council has determined that it will refer this measure to the voters to ask for authorization for debt to complete the “beltway” and related 29 Road improvements (29 Road Improvement Project). The City and Mesa County have invested millions of dollars in the 29 Road railroad and Colorado River bridges and the continuation of the improvements to 29 Road north of Patterson Road will serve to utilize the prior investments more fully.

The estimated cost of the 29 Road and I-70 interchange, and 29 Road improvements from I-70 to Patterson Road is significant, and without a commitment now the cost of the 29 Road Improvement Project will only increase.

The 29 Road Improvement Project, including but not limited to the 29 Road and I-70 interchange with this ballot question will be funded without increasing taxes; however, it is necessary to issue bonds and to use funds above limits established by Article X, Section 20 of the Colorado Constitution ("TABOR") for purposes of the Project and to help fund the repayment of the debt.

The City Council is seeking voter approval of the plan to construct the 29 Road and I-70 interchange together with improvements to 29 Road as provided in this resolution, and the various studies that inform the Council's decision to refer a question to the voters.

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

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

2. Pursuant to the Charter and all other applicable laws of the State of Colorado, the Council hereby determines that an election shall be held on November 7, 2023, at which there shall be submitted to the registered electors of the City the question set forth herein.

3. The Council hereby authorizes and directs the City Clerk to submit the following ballot title to the registered electors on Tuesday, November 7, 2023.

City of Grand Junction Referred Measure ____

WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL THE CITY BE AUTHORIZED TO INCUR ADDITIONAL DEBT FOR TRANSPORTATION PROJECTS COLLECTIVELY KNOWN AND REFERRED TO AS THE I-70 AND 29 ROAD INTERCHANGE AND 29 ROAD IMPROVEMENT PROJECT ("29 ROAD IMPROVEMENT PROJECT") AND TO KEEP AND SPEND FUNDS IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO KEEP AND SPEND UNDER TABOR IN ORDER TO PAY DEBT SERVICE AND FINANCING AND CONSTRUCTION COSTS OF THE 29 ROAD IMPROVEMENT PROJECT. WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL CITY OF GRAND JUNCTION, COLORADO (CITY) DEBT BE INCREASED UP TO \$80,000,000.00 WITH A REPAYMENT COST OF UP TO \$160,000,000.00 TO PROVIDE FINANCING FOR THE

PURPOSE OF PAYING FOR CERTAIN TRANSPORTATION IMPROVEMENTS WHICH INCLUDE

- **29 ROAD AND I-70 INTERCHANGE**
- **29 ROAD WIDENING, INCLUDING BUT NOT LIMITED TO ACQUISITION OF NECESSARY RIGHT OF WAY, CONSTRUCTION OF SIDEWALKS, BIKE LANES AND PEDESTRIAN FACILITIES FROM THE INTERCHANGE TO PATTERSON ROAD**

SHALL SUCH DEBT BE PAYABLE FROM SUCH CITY REVENUES AS THE CITY COUNCIL MAY DETERMINE AND BE ISSUED WITH SUCH TERMS AS THE CITY COUNCIL DETERMINES TO BE NECESSARY AND IN THE BEST INTERESTS OF THE CITY; AND, SHALL THE CITY BE AUTHORIZED TO CONTINUE TO COLLECT, RETAIN AND SPEND ALL REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO COLLECT, RETAIN, AND SPEND UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR) FOR THE PURPOSE OF PAYING CITY DEBT ISSUED FOR THE 29 ROAD IMPROVEMENT PROJECT AND TO MAINTAIN NEW AND EXISTING TRANSPORTATION INFRASTRUCTURE CONSTRUCTED WITH THIS AUTHORIZATION.

_____ **YES** _____ **NO**

4. If a majority of the votes cast on the question to authorize the bonds and project financing submitted at the election shall be in favor as provided in such question, then the City acting through the Council shall be authorized to proceed with the necessary action to issue the bonds and finance the project(s) in accordance with the question. Any authority to issue bonds and finance the project(s), if conferred by the results of the election, shall be deemed, and considered a continuing authority and the partial exercise of the authority so conferred shall not be considered as exhausting or limiting the full authority so conferred. If a majority of the votes cast on the question to incur debt submitted at the election is in favor of incurring debt as provided in such question, the City intends to issue such debt in the approximate aggregate principal amount of \$80,000,000.00 to pay the costs of the projects described in the debt question, including the reimbursement of certain costs incurred by the City prior to the execution and delivery of such debt, upon terms acceptable to the City, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees, and agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions

104 contemplated hereby and shall take all action necessary or desirable to finance
105 the project and to otherwise carry out the transactions contemplated by this
106 resolution. This resolution is intended to be a declaration of "official intent" to
107 reimburse expenditures within the meaning of Treasury Regulation § 1.150-2. The
108 City shall not use reimbursed moneys for purposes prohibited by Treasury
109 Regulation § 1.150-2(h).

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

117 6. Pursuant to § 1-11-203.5, C.R.S., any election contest arising out of a ballot
118 issue or ballot question election concerning the order of the ballot or the form or
119 content of the ballot title shall be commenced by petition filed with the proper
120 court within five days after the title of the ballot issue or ballot question is set,
121 and for contests concerning the order of a ballot, within five days after the
122 ballot order is set by the county clerk and recorder and not thereafter.

123 7. The officers of the City are hereby authorized and directed to take all action
124 necessary or appropriate to effectuate the provisions of this resolution.

125 8. If any section, paragraph, clause, or provision of this resolution shall for any
126 reason be held to be invalid or unenforceable, the invalidity or unenforceability
127 of such section, paragraph, clause or provision shall in no manner affect any
128 remaining provisions of this resolution, the intent being that the same are
129 severable.

130
131 INTRODUCED, READ, AND APPROVED this 16th day of August 2023.

132 _____
133 Anna M. Stout
134 President of the City Council
135
136

137 ATTEST:

138 _____

139 Amy Phillips

140 City Clerk

141

DRAFT



Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: August 16, 2023

Presented By: Greg Caton, City Manager, Jay Valentine, General Services Director

Department: General Services

Submitted By: Jay Valentine

Information

SUBJECT:

Resolution Approving the Purchase of Condominium Unit 6 at 2525 N. 8th Street, Grand Junction Colorado for Health Clinic Office Space

RECOMMENDATION:

Approve the resolution to Purchase Wellnes Center Clinic Space at 2525 N. 8 St. Unit 6

EXECUTIVE SUMMARY:

The Sage Clinic, the City's employee wellness center, has the opportunity to expand services with the purchase of clinic space available in the Wellington office building at 2525 N. 8th Street. This potential space is located just two doors down from the current location.

BACKGROUND OR DETAILED INFORMATION:

In 2018, City Council approved an agreement with Marathon Health, LLC to provide eligible employees, dependents, and retirees health clinic services. The goal of the clinic is that of offering a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs.

The City purchased the current location in 2019 for \$117,000 and, while its central location has been beneficial, it has limited expansion potential. The new space, nearly double in size, offers the opportunity to broaden services, encompassing physical therapy, functional movement, therapeutic massage, and enhanced behavioral health care offerings.

The asking price for this clinic space was \$200,000. At the direction of the Property

Committee to pursue the property an offer of \$185,000 was made to and accepted by the seller.

FISCAL IMPACT:

Funding for this acquisition are included in the 2023 Adopted Budget for the Insurance Fund.

SUGGESTED MOTION:

I move to (adopt and approve/not adopt and not approve) Resolution 76-23 authorizing the purchase of property located at 2525 N. 8th Street, Unit 6, Grand Junction Colorado, as provided in the contract and this Resolution.

Attachments

1. REAL ESTATE Contract to Buy and Sell Real Estate 2525 N 8th Street - seller signed
2. RES-2525 8th Street Purchase 20230810



Bray Commercial
1015 N. 7th Street Grand Junction, CO 81505
Theresa Englbrecht
Ph: 970-241-2909
Fax: 970-241-6223

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 7/25/2023

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City Of Grand Junction (Buyer) will take title to the Property described below as
☐ Joint Tenants ☐ Tenants In Common ☒ Other Municipality.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., A KANSAS NON-PROFIT CORPORATION (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Mesa, Colorado (insert legal description):

UNIT 6 WELLINGTON MEDICAL BUILDING CONDOMINIUM NO 2 AS FILED RECP NO 1184841 & DECLARATION RECD B-1094 P-559 THRU 582 & AMENDED B-1188 P-712 THRU 715 MESA CO RECORD IN SEC 11 1S 1W

known as: 2525 N 8th Street, Unit 6 Grand Junction, CO 81505

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including n/a remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels**
☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

57 **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this
58 Contract, the following items are included unless excluded under **Exclusions:** storm windows, storm doors,
59 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
60 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
61 alarms, smoke/fire detectors and all keys.

62 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
63 included in the Purchase Price:

64 n/a

65 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must
66 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
67 taxes for the year of Closing), liens and encumbrances, except:

68 n/a

69 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
70 sale or other applicable legal instrument.

71 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
72 n/a; and the use or ownership of the following storage facilities:

73 n/a

74 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
75 investigate.

76 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be
77 transferred to Buyer at Closing (Leased Items):

78 n/a

79 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

80 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
81 (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will
82 be by bill of sale or other applicable legal instrument.

83 **2.6. Exclusions.** The following items are excluded (Exclusions):

84 n/a

85 **2.7. Water Rights/Well Rights.**

86 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

87 n/a

88 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

89 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
90 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

91 n/a

92 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
93 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
94 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
95 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
96 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
97 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
98 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

99 n/a.

100 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
101 follows:

102 n/a

103 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
104 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such
105 rights to Buyer by executing the applicable legal instrument at Closing.

106 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if
107 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**

Deadline.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5 pm
2	§ 4	Alternative Earnest Money Deadline	7/31/2023 Monday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	8/7/2023 Monday
4	§ 8	Record Title Objection Deadline	8/9/2023 Wednesday
5	§ 8	Off-Record Title Deadline	8/7/2023 Monday
6	§ 8	Off-Record Title Objection Deadline	8/9/2023 Wednesday
7	§ 8	Title Resolution Deadline	8/10/2023 Thursday
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	8/7/2023 Monday
10	§ 7	Association Documents Termination Deadline	8/9/2023 Wednesday
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline <i>mdk</i> <i>GC</i>	8/7/2023 Monday
12	§ 10	Lead-Based Paint Disclosure Deadline <i>mdk</i> (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a

29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	8/29/2023 Tuesday
31	§ 10	Inspection Objection Deadline	8/25/2023 Friday
32	§ 10	Inspection Resolution Deadline	8/28/2023 Monday
33	§ 10	Property Insurance Termination Deadline	8/25/2023 Friday
34	§ 10	Due Diligence Documents Delivery Deadline	8/7/2023 Monday
35	§ 10	Due Diligence Documents Objection Deadline	8/9/2023 Wednesday
36	§ 10	Due Diligence Documents Resolution Deadline	8/10/2023 Thursday
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	8/31/2023 Thursday
44	§ 17	Possession Date	8/31/2023 Thursday
45	§ 17	Possession Time	dod
46	§ 27	Acceptance Deadline Date <i>mak</i> <i>GC</i> <i>7/31/23</i>	7/28/2023 Friday
47	§ 27	Acceptance Deadline Time	5 pm
48	n/a	n/a	n/a
49	n/a	n/a	n/a

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

232 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
233 follows:
234

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 185,000.00	
2	§ 4.3.	Earnest Money		\$ 3,500.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 181,500.00
10		Total	\$ 185,000.00	\$ 185,000.00

250 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0 (Seller Concession). The Seller
251 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
252 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
253 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
254 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
255 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
256 in this Contract.
257

258 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a check or wire
259 transfer, will be payable to and held by Land title Company (Earnest Money Holder), in its trust account,
260 on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this
261 Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The
262 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
263 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on
264 Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to
265 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
266 Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
267

268 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
269 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
270

271 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
272 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
273 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
274 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
275 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
276 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
277 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
278 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
279 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
280

281 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
282 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
283 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
284 Earnest Money due to a Buyer default.

285 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
286 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
287 liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest
288 Money due to a Seller Default.
289

290 **4.4. Form of Funds; Time of Payment; Available Funds.**

291 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
292 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
293 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

294 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
295 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
296 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

297 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does**
298 ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
299 stated as Cash at Closing in § 4.1.

300 **4.5. New Loan.** (Omitted as inapplicable)

301 **4.6. Assumption.** (Omitted as inapplicable)

302 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

308 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

309 **5.3. Credit Information.** (Omitted as inapplicable)

310 **5.4. Existing Loan Review.** (Omitted as inapplicable)

311 **6. APPRAISAL PROVISIONS.**

312 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
313 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
314 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
315 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

316 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective
317 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

318 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
319 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
320 Buyer may, on or before **Appraisal Objection Deadline**:

321 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
322 is terminated; or

323 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
324 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
325 Purchase Price (Lender Verification).

326 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
327 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
328 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
329 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
330 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

331 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
332 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
333 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
334 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
335 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
336 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
337 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

338 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
339 timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the
340 appraiser, appraisal management company, lender's agent or all three.

349 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
350 Common Interest Communities and subject to one or more declarations (Association).

351 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
352 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
353 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
354 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
355 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
356 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
357 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
358 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
359 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
360 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
361 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
362 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
363 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
364 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
365 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
366 **THE ASSOCIATION.**

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368 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
369 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline.** Seller
370 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
371 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
372 Documents, regardless of who provides such documents.

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374 **7.3. Association Documents.** Association documents (Association Documents) consist of the
375 following:

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377 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
378 operating agreements, rules and regulations, party wall agreements and the Association's responsible
379 governance policies adopted under § 38-33.3-209.5, C.R.S.;

380 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
381 managers' meetings; such minutes include those provided under the most current annual disclosure required
382 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
383 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
384 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

385 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
386 Disclosure, including, but not limited to, property, general liability, association director and officer professional
387 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
388 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

389 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
390 assessments as disclosed in the Association's last Annual Disclosure;

391 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
392 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
393 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
394 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
395 fees and charges (regardless of name or title of such fees or charges) that the Association's community
396 association manager or Association will charge in connection with the Closing including, but not limited to,
397 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
398 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
399 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
400 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
401 Documents);

402 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
403 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
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disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** n/a.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**

Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline.** Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☐ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's

Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,

582 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
583 **FACILITIES.**

584 **8.8.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL
585 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
586 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
587 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

588 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be
589 excepted, excluded from, or not covered by the owner's title insurance policy.

590 **8.9. Mineral Rights Review.** Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of
591 the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

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595 **9. NEW ILC, NEW SURVEY.**

596 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate**
597 **(New ILC);** or, (2) ☐ **New Survey** in the form of n/a; is required and the following will apply:

598 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New
599 **Survey.** The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
600 certified and updated as of a date after the date of this Contract.

601 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
602 or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

603 n/a

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605 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
606 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
607 before **New ILC or New Survey Deadline.**

608 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
609 the surveyor to all those who are to receive the New ILC or New Survey.

610 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
611 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
612 or change to the **New ILC or New Survey Objection Deadline.** Buyer may, in Buyer's sole subjective
613 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

614 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
615 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
616 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
617 **Deadline,** notwithstanding § 8.3. or § 13:

618 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is
619 terminated; or

620 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
621 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
622 requires Seller to correct.

623 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
624 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
625 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline,** this
626 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline,** unless Seller
627 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
628 or before expiration of **New ILC or New Survey Resolution Deadline**).

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller
agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's

Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining

to the Property that survive Closing are as follows (Leases):

delivery of deed N/A

mdk

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10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last n/a years;

☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past n/a years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.4.13.** Other:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of

any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by n/a days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel

Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are**
☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by brokers.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed

☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other n/a.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income

taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //

n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will

be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed

timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)

containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or n/a.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

1166 28. **GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1167 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1168 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1169 **and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

1171
1172 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1173

1174 29. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1175 Colorado Real Estate Commission.)

1176 **A) This entire Contract and the obligation of the City to proceed under its terms and**
1177 **conditions is expressly contingent upon the approval by resolution of the City Council of the**
1178 **City of Grand Junction. If not obtained on or before August 31, 2023 this Contract shall be**
1179 **void and of no effect.**

1182 **B) HOA Special Assessments will be paid for the year 2023 by the Seller, and all Special**
1183 **Assessments beginning in the year 2024 shall be the responsibility of the Buyer.**

1186 **C) No later thirty (30) days after the acceptance deadline date (ratification period), Seller shall**
1187 **provide to Buyer with written notice that Seller has received all necessary approvals to**
1188 **consummate this transaction (the Ratification). In the event the Ratification is not provided to**
1189 **Buyer from Seller by the expiration of the Ratification Period, either Seller or Buyer**
1190 **may termination this Contract by providing written notification of such termination to the**
1191 **other party by the date that is ten (10) days following the expiration of the Ratification** Ratification
1192 **Period. Upon such termination, the Earnest Money shall be immediately returned to the** mdk GC
1193 **Buyer by the Escrow Agent (Seller to execute any and all documentation required for the** mdk
1194 **return of the Earnest Money to Buyer). If the Ratification Period is timely delivered to Buyer**
1195 **by Seller, the termination right associated with the Ratification is null and void.**
1196

1198 30. **OTHER DOCUMENTS.**

1199 30.1. **Documents Part of Contract.** The following documents are a part of this Contract:

1200 n/a
1201
1202
1203
1204

1205 30.2. **Documents Not Part of Contract.** The following documents have been provided but are not a
1206 part of this Contract:
1207

1208 n/a
1209
1210
1211
1212
1213

1214
1215 **Signatures**
1216
1217

1218
1219 Greg Caton, City Manager
1220

1221 Date: 7/25/2023
1222
1223

Buyer: **City Of Grand Junction**
By: **Greg Caton, City Manager**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Mark D. Korth

Date: 07/28/2023

Seller: **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., A KANSAS
NON-PROFIT CORPORATION**

By: **BARBARA JAHN, AUTHORIZED SIGNATORY**

Mark Korth

mdk
mdk

gc

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☒ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer**
☐ **Other .**

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Bray Commercial**
Bray

Brokerage Firm's License #: **EC100016428**



Date: 7/25/2023

Broker's Name: **Theresa Englbrecht**

Broker's License #: **100006764**

Address: **1015 N. 7th Street Grand Junction, CO 81505**

Ph: **970-241-2909** Fax: **970-241-6223** Email Address: **theresa@brayandco.com**

B. Broker Working with Seller

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other**.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **RE/MAX 4000, INC.**

Brokerage Firm's License #:

JAN KIMBROUGH MILLER

Date: 07/26/2023

Broker's Name: **JAN KIMBROUGH MILLER**

Broker's License #:

Address: **120 W Park Dr, Ste 200 GRAND JUNCTION, CO 81501**

Ph: **970-263-7355** Fax: Email Address: **jankimbroughmiller@gmail.com**

CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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RESOLUTION NO. __-23

A RESOLUTION AUTHORIZING THE PURCHASE OF CONDOMINIUM UNIT 6 LOCATED AT 2525 N. 8 STREET, GRAND JUNCTION, COLORADO, FROM SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC. A KANSAS NON-PROFIT CORPORATION AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City Manager has entered into a contract (Contract) with Sisters of Charity of Leavenworth Health System Inc. a Kansas non-profit corporation (Seller) for the sale by the Seller and the purchase by the City of condominium unit 6 at 2528 N. 8th Street, Grand Junction, Colorado (Unit 6.)

In 2018, the City Council approved an agreement with Marathon Health, LLC to provide eligible employees, dependents, and retirees health clinic services. The goal of the clinic is that of offering a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs. In 2019 the City purchased office space for the health clinic in the same building as Unit 6 is located; however, expansion of that unit is not possible. Unit 6, nearly double in size, offers the opportunity to expand health clinic services, encompassing physical therapy, functional movement, therapeutic massage, and enhanced behavioral health care offerings. Unit 6 has previously been used as a medical office building.

The City Council has considered the Contract and in the totality of the circumstances deems the purchase of Unit 6 reasonable, necessary, and proper.

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

1. That the City Council hereby authorizes the purchase of the Unit 6 of the Wellington Medical Building Condominium, located at 2525 N. 8th Street, Grand Junction, Colorado by the City for a price of \$185,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of Unit 6 which are consistent with the provisions of the Contract to Buy and Sell Real Estate (copy attached) and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$185,000.00 of appropriated and budgeted funds to purchase Unit 6 and an additional sum for

the payment of necessary and reasonable expenses to be paid at closing for the purchase.

3. That the officers, employees, and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract to Buy and Sell Real Estate (Contract), including, without limitation, as may be necessary or desirable to effect the purchase of Unit 6 as described in the Contract.

PASSED and ADOPTED this 16th day of August 2023.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #8.a.i.

Meeting Date: August 16, 2023
Presented By: Niki Galehouse, Interim Planning Supervisor
Department: Community Development
Submitted By: Niki Galehouse, Interim Planning Supervisor

Information

SUBJECT:

A Resolution Approving a Request by Goldberg Properties, Inc. for a Service Plan for the Western Slope Metropolitan District Including 29.68 Acres Located at 766 24 Road and Properties identified by Parcel Nos. 2701-332-00-028 and 2701-332-00-027 and Approving a Funding Agreement, Funding Covenant and a Resolution Authorizing the Execution of the Funding Agreement on Certain Conditions

RECOMMENDATION:

Planning Commission heard this item at the July 25, 2023 regular meeting and voted (5-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

Goldberg Properties, Inc., a Colorado corporation ("Applicant") is planning the proposed Western Slope development to be constructed on 29.68 acres of land with a boundary generally north of Interstate 70, east of 24 Road, west of 24 ¼ Road, and the approximate location of G ¾ Road ("Service Plan Boundaries"). The overall project will be coordinated by Goldberg Properties, Inc. (developer). The proposed development is planned to consist of a commercial subdivision, roadway improvements, and a public trail.

The actual composition and distribution of future development shall be reflected in site development approvals to be issued by the City and nothing in the proposed Metropolitan District Service Plan shall be construed as the City granting prior approval for any site development. The primary purpose of forming the Metropolitan Districts is to finance construction of public improvements within the Western Slope development. Per Title 32 of the Colorado Revised Statutes (C.R.S.), the first step is to develop a Service Plan for the District, which is to be considered and, if found acceptable, approved by the City.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Special districts are quasi-municipal corporations and political subdivisions that are organized to act for a particular purpose. A metropolitan district is a special district that provides any two or more services which may include fire protection, parks and recreation, safety protection, sanitation, solid waste, street improvements or water, to name a few. A district may issue bonds for the construction of the improvements and levy taxes within the Service Plan Boundaries to repay those bonds. The financing, construction, and operation and maintenance of improvements and services to support new development is legally the responsibility of the district if formed. In many jurisdictions, both municipalities and counties, special districts have been used as a tool to harness private investment to achieve a city's planning, redevelopment, infill, and economic goals.

The trend with special district legislation has been to allow general purpose local governments to exert greater control over the formation and operation of special districts. The service plan approval process is the key to exercising that control.

The legislative declaration found in Article 1 of Title 32 refers to "the Coordination and orderly creation of special districts" and the logical extension of special district services throughout the state." It further declares that the review procedures in Part 2 (the "Control Act") are created to "prevent unnecessary proliferation and fragmentation of local government and to avoid excessive diffusion of local tax sources." Also cited as reasons for these measures are "the elimination of the overlapping services provided by local governments" and efforts to "reduce duplication, overlapping and fragmentation of the functions and facilities of special districts."

Service Plans and statements of purposes in effect create binding agreements between the special district and the approval authority. ("Upon final approval by the court for the organization of the special district, the facilities, services, and financial arrangements of the special district shall conform so far as practicable to the approved Service Plan." (C.R.S. §32-1-201(1)).

The jurisdiction may request the filing of an annual report of any special district. This report must be made available to the Division of Local Affairs and to all "interested parties" as defined in C.R.S. §32-1-207(3)(c)(d). The statute does not specify what an annual report should consist of; therefore, should the jurisdiction desire an annual report, it should provide guidelines and rationale for the request. Article III of the proposed Service Plan does include the requirement for an Annual Report to be submitted to the City no later than August 1st of each year as well as outlines requirements for its contents. This requirement will be reiterated in the Intergovernmental Agreement (IGA).

The formation of a special district entails a three-part process that requires: 1) obtaining review and approval from the local governmental jurisdiction; 2) review by district court; and 3) a special election. The Grand Junction Municipal Code does not

contain specific provisions related to the review of service plans therefore the process of submittal and review of the plans must comply with Title 32 of the Colorado Revised Statutes. Those statutory requirements include submittal of the service plans to the Clerk for the City Council, referral of the plans to the Planning Commission for review and recommendation (if consistent with City policy), referral to City Council within thirty (30) days of plan submittal, and a public hearing with the City Council not more than thirty (30) days after setting the public hearing date.

In summary, metropolitan districts are formed and operated as follows:

- City Council must vote to approve a district service plan based on statutory approval criteria.
- Affected property owners must vote to approve district formation by a simple majority.
- Sale of municipal bonds generates funding for infrastructure and amenities.
- As development occurs and property values increase, bonds are repaid by homeowners within the district via the additional taxes paid by district residents. The district does not tax anyone outside of its boundaries.
- The developer maintains oversight of the district, an annual outside audit is conducted of the district, and annual transparency reports are submitted to the City and State and made publicly available.
- The City has no legal or financial liability during the life of the district; it does not reduce current or future tax revenues of other public agencies and it does not draw from the City's capital improvement budget or capital reserves.

The Applicant submitted and requested review of its proposed Service Plan on July 13, 2023 and it was provided to the City Clerk for notification to the Colorado Department of Local Affairs (DOLA) on July 17, 2023. The Service Plan proposes to serve the Western Slope development, a proposed commercial development area on 29.68 acres in a Light Commercial (C-1) zone district. At the time of composing this report, the Applicant has not yet submitted any development applications for the site. This results in a review of the Service Plan without an accompanying Approved Development Plan as defined by the Service Plan; If the Service Plan is approved, the approval will be contingent on subsequent subdivision and/or site plan approvals.

The area defined as the boundary of the District is an area generally north of Interstate 70, east of 24 Road, west of 24 ¼ Road, and the approximate location of G ¾ Road ("Service Plan Boundaries"). The boundaries are more specifically defined in the Service Plan. No properties outside of the Service Plan Boundaries will be included within any District unless specifically approved by the City. All changes in District boundaries must be made in compliance with the Act.

As proposed, the primary purpose of the District is to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not conveyed to the City, other appropriate

jurisdiction, or an owners' association. Section §32-1-103 (10) C.R.S states that a Metropolitan District may include any of the following services but is required to provide at least two of the following services that will benefit the public.

- a) Fire Protection;
- b) Mosquito Control;
- c) Parks and Recreation;
- d) Safety Protection;
- e) Sanitation;
- f) Solid Waste disposal facilities or collection and transportation of solid waste;
- g) Street Improvements;
- h) Television relay and translation;
- i) Transportation; or
- j) Water.

The Service Plan for the Western Slope Metropolitan District is being established to finance the construction, acquisition, and/or operation of the Projects' Public Improvements and all necessary appurtenances as listed below.

- Sanitary Sewer and Wastewater Systems
- Domestic Water Supply Systems
- Storm Drainage Facilities
- Streets and Roadway Rights-of-Way
- Traffic and Safety Facilities
- Landscaping and associated irrigation walls and fences
- A public trail
- Other Public Improvements Approved by the City

Certain Public Improvements will be conveyed to the City, Ute Water, or other governmental entities for the use and benefit of the general public. It is not the intent of the District to own any Public Improvements that would normally be dedicated to the City. Some Public Improvements may be deeded to one or more property owners' associations. Generally, the "public" receiving services from the districts will be the "future taxpayers and inhabitants of the Service Area as determined by the Board of the District."

The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements for the project under evolving circumstances without the need for numerous amendments. Modification of the types of Public Improvements, as well as changes in proposed configurations, locations, dimensions of facilities and improvements will be permitted to accommodate development needs consistent with City zoning and planning for the Project.

The Service Plan states the debt is not backed by any pledge of revenue from the City and approval of the Plan is not a guarantee of debt repayment by the City. The mill

levy dedicated to repayment of the bonds cannot exceed 50 mills. Other revenue sources may be utilized for repayment of bond debt.

The Service Plan includes a detailed cost estimate of these improvements totaling \$12,305,443.57 and proposes a total Anticipated Mill Levy of a maximum of 50 Mills for debt and operations. This is in addition to the current rate of 72.083 mills for Tax District-10301, resulting in a total levy for property owners within the district boundaries of up to 122.083.

To finance the Public Improvements, the Developer is requesting that the City establish the Metropolitan District and provide the District with the authority to utilize General Obligation Bonds.

The proposed District is organized to serve as a method by which development can occur with the City in such a way as to eliminate economic risk to the City, provide economic benefits to the property owners, a place the risk of development on property developers. The Financial Plan has been designed to assure that at no time will the City have any legal responsibility for any of the District's obligations and to assure that the risk of development remains with the developer until a sufficient tax base has been achieved to pay the District's debt through mill levy assessments. Mill levy assessments will be imposed only on properties within the boundaries of the District.

Land Use and Zoning

The property is currently zoned Light Commercial (C-1). The Comprehensive Plan Land Use Map identifies the property as Commercial. Any proposed development would be required to comply with the permitted uses and bulk standards of the C-1 zone district.

NOTIFICATION REQUIREMENTS

In compliance with statutory requirements, the following steps have or will occur as the Service Plan review proceeds:

- 1) City Clerk received a petition for review of a service plan for the Western Slope Metropolitan District on July 13, 2023.
- 2) The City Clerk reported the filing to the Colorado Department of Local Affairs on July 17, 2023.
- 3) The City shall provide notification of the public hearing no less than 20 days prior to the hearing.
- 4) City Council shall set a date for a meeting for a hearing on the Service Plan that must be within 30 days of the first meeting.
- 5) The City shall provide written notice of the hearing to the Department of Local Affairs.

ANALYSIS

Statutory Compliance of Submittal Elements

The required submittal elements for a Service Plan included in C.R.S. §32-1-202 (2) are listed below.

(a) A description of the proposed services;

The Service Plan provides a list of potential services but also states that these may or may not be services that the district provides. The Service Plan provides the District to have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of Public Improvements within and without the boundaries of the District; to be more specifically defined in an Approved Development Plan. An estimate of the costs of the improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed is based upon preliminary engineering surveys prepared in anticipation of submittal of a Development Plan(s). The Service Plan states that total debt issuance shall not exceed \$20,000,000. The specific services proposed in the Western Slope Service Plan for the development, trails, and other improvements include: 1) Sanitary Sewer and Wastewater Systems; 2) Domestic Water Supply Systems; 3) Storm Drainage Facilities; 4) Streets and Roadway Rights-of-Way; 5) Traffic and Safety Facilities; 6) Landscaping and associated irrigation walls and fences; 7) A Public Trail; and 8) Other Public Improvements Approved by the City.

The Service Plan includes Preliminary Engineering Surveys (conceptual) which adequately depict the locations of these proposed improvements throughout the District.

Staff concludes this element has been met.

(b) A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the district, which shall not be materially exceeded except as authorized pursuant to § 32-1-207 or §29-1-302, C.R.S. All proposed indebtedness for the district shall be displayed together with a schedule indicating the year or years in which the debt is scheduled to be issued. The board of directors of the district shall notify the board of county commissioners or the governing body of the municipality of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan;

A financial plan was included in the Service Plan. It proposes the issuance of General Obligation bonds in the par amount of \$16.615 million with a total repayment amount of \$33.082 million. The Financial Plan was reviewed by the City's Director of General Services, Jay Valentine. Generally, he noted in his high level review that the financing plan for the Western Slope Metropolitan District is

very well thought out and structured. Mr. Valentine's summary and analysis are included below.

- The service area consists of approximately 29.68 acres and at build out, is expected to be sufficient to reasonably discharge the debt under the financial plan.
- The public improvements will be primarily financed by the issuance of up to \$20.000 million in General Obligation bonds (GO bonds) although the current financing plan estimates the issuance of \$16.615 million.
- The Financial Plan calls for the GO bonds to be secured by up to 50 mills in ad valorem taxes to be imposed upon all taxable property within the district, any specific ownership tax distributed to the District and any other legally available revenues of the District such as fees, rates, tolls, penalties or charges.
 - The detailed financial plan included as an exhibit to the Service Plan lists public improvement fees (PIF) from City sales as the revenue available for debt service.
 - With a 2% PIF charged on sales within the District
 - With a bond mill rate of 50, a commercial business priced at \$500,000 will have an estimated District payment of \$6,975 per year.
 - The intent of the district is to not impose a mill levy for operations and maintenance until the debt has been paid in full. At that time, the district may impose a mill levy to cover operations and maintenance. The 50-mill maximum debt service mill levy will not apply to the operations and maintenance mill levy.
- The GO bonds will have a maximum life of 20-years with an average expected interest rate of 6.5%.
- The net bond proceeds available for the project are expected to be \$12.500 million and are expected to cover 100% of the project, excluding dry utility costs.

Approval of this Service Plan does not obligate the City to cover the payment of any of the District's obligations or create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

The repayment of the debt incurred is proposed to be achieved by imposing a mill levy targeted at up to 50 mills each, on the taxable property of this district for the repayment of General Obligation Bonds. The mill levy rate may be increased up to the maximum or decreased to the extent the actual tax revenues generated by the mill are sufficient to pay the debt.

Although it states in the service plan that the mill levy will be the District's primary source of revenue for the debt, the detailed debt structure is built using PIF revenue as the primary source of revenue to repay the debt. The District does

have the discretion and power to assess fees, rates or charges and sales taxes upon which the financing model is built seem reasonable.

Staff concludes this element has been met.

(c) A preliminary engineering or architectural survey showing how the proposed services are to be provided;

Preliminary Engineering Surveys for Public Improvements were included as Exhibit E of Service Plan. Conceptually, the surveys depict the various services to be provided and generally illustrate where the improvements will occur and illustrate the ultimate build-out of the development. These preliminary drawings informed the cost estimates included in the financial plan of the Service Plan.

The City Development Engineer reviewed the Preliminary Engineering Surveys included in the Service Plan and has deemed them acceptable for purposes of organization of the Districts. Zoning and all applicable development plans have yet to be submitted for review by the City. As plans proceed for the Western Slope development, the developer will submit plans in much greater detail and to show that improvements will be constructed per City standards. The Development Plans in the Service Plan generally depict the proposed construction from which cost estimates were developed.

Therefore, staff believes this requirement has not been met. Staff recommends that prior to the Service Plan for the Western Slope Metropolitan District becoming effective, a Development Plan be reviewed and approved by the City. The Development Plan shall constitute a subdivision and/or site plan consistent with the Grand Junction Municipal Code.

(d) A map of the proposed special district boundaries and an estimate of the population and valuation for assessment of the proposed special district;

Legal descriptions of the properties within the proposed district boundaries were provided as Exhibit A in the Service Plan and Exhibit C provides a map of the initial district boundaries. The maps and legal descriptions have been reviewed by the City Surveyor and revisions have been made by the Applicant per comments provided. In addition, the valuations and estimated development impact are included in the Service Plan.

Staff concludes this element has been met.

(e) A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the proposed special district are compatible with facility and service standards of any county within which all or any portion of the proposed special district is to be located,

and of municipalities and special districts which are interested parties pursuant to C.R.S. §32-1-204.

The Service Plan states, "The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction and in accordance with the requirements of an Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to the District performing such work."

The specific facilities proposed in the Western Slope Service Plan for the development and public trail are shown in the Preliminary Engineering Surveys in Exhibit E. As previously stated, more detailed plans will be submitted to the City for review and approval as the developments proceed. Such specific facilities include those listed in criterion (a) above.

Staff concludes this element has been met.

(f) A general description of the estimated cost of acquiring land, engineering services, legal services, administrative service, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the district.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the District is anticipated to be approximately \$100,000 and will be derived from Developer advances. The Maximum Debt Mill Levy (of 50 Mills) for the repayment of Debt will not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. In addition to mill levies assessed for payment of debt, a District may impose a mill levy for payment of expenses of operations with such mill levy to be established by a District's eligible electors.

The estimated total cost of the improvements including public sanitary sewer, water, streets, storm drainage facilities, irrigation, and landscaping excluding related soft costs (collectively the "Public Improvements") is approximately \$13 million of which approximately \$12.5 million has been determined as eligible for financing by the District.

The intent of the district is to not impose a mill levy for operations and maintenance until the debt has been paid in full. At that time, the district may impose a mill levy to cover operations and maintenance. The 50-mill maximum debt service mill levy will not apply to the operations and maintenance mill levy.

Proposed interests rate includes the following. General Obligation (GO) bonds are based on a maximum life of 20-years with an average expected interest rate of 6.5%.

Staff concludes this element has been met.

(g) A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed special district and such other political subdivision, and, if the form contract to be used is available, it shall be attached to the service plan;

The Applicant has proposed an Intergovernmental Agreement for the performance of services between the City and the district. It is attached as Exhibit G. Included in the agreement it states the District will dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Service Plan and other rules and regulations of the City and applicable provisions of the City Code. The District is expected to undertake all ownership, operations, and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate and will do so either itself or by contract with owner associations. If the District operates the facilities, revenue to pay the expenses of operations may be obtained from ad valorem tax revenues or from the assessment of rates, fees, tolls, and charges imposed pursuant to the Colorado Special District Act. Approval of the Service Plan by the City constitutes the City's agreement that the District may perform these functions. The District will acquire by easement or plat dedication all real property interests for construction of public improvements that will be conveyed to the City by the District.

Staff concludes that the element has been met.

(h) Information, along with other evidence presented at the hearing, satisfactory to establish that each of the criteria set forth in section 32-1-203, if applicable, is met;

Statutory Criteria for Action

C.R.S. §32-1-203 contains the criteria for action on a service plan. These are listed below.

(2) The jurisdiction shall disapprove the service plan unless evidence satisfactory to the Council of each of the following is presented:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.

The Financial Plan projects a commercial subdivision along with construction of a public trail. At buildout, the average daily trips per day is estimated to be approximately six-thousand three hundred twenty-seven (6,327). The demand for Public Improvements to be provided by the District is demonstrable.

The Western Slope property is located at the intersection of I-70 and 24 Road, within Tier 1 of the Growth Tiers identified in the Comprehensive Plan and as such is considered an infill site. There are no utilities or roadways on the site, however a Ute water line does front the property. Sanitary sewer services are available nearby but will need to be extended to the site. Similarly, there are existing roadways on the periphery of the site but their capacity will need to be upgraded in order to accommodate the proposed development of the site and the on-site roadway network will need to be constructed in its entirety. The need for urban services that this service plan will provide is needed for the type of urban development currently proposed for the Western Slope property.

Staff believes this criterion has been met.

(b) The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.

Two of the properties within the Service Plan Boundaries are currently vacant; the third has residential uses on it that will be demolished as part of the development. Although utilities and public roads are adjacent to or close to the Project, no on-site improvements exist. Furthermore, certain off-site public improvements will be required as a part of the Project. The Public Improvements to be provided by the District will not be provided by Mesa County, the City or other municipal or quasi-municipal corporations, or existing special districts. There are no existing public entities in the vicinity of the Project that have the intent or desire to undertake the design, financing, and construction of the Public Improvements for the Service Area. Consequently, the use of a Metropolitan District is deemed an acceptable mechanism for construction of such improvements.

Staff believes this criterion has been met.

(c) The proposed special district is capable of providing economical and sufficient service to the area within its proposed boundaries.

The Service Plan has capped the maximum mill levies at a total of 50 mills (50 mills for debt service) to provide economical and sufficient service to the development. The 50 mills is planned to provide the level of services desired within the marketplace to be constructed within the district's

boundaries that will benefit its future property owners. The Applicant has requested the District and believes it to be necessary to provide the most economical and efficient means of ownership and operation of essential improvements to serve future development within the Districts.

Staff believes this criterion has been met.

(d) The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

The Financial Plan demonstrates the feasibility of providing the proposed Public Improvements and the ability to discharge the proposed indebtedness on a reasonable basis. The formation of the District will facilitate the financing of the proposed Public Improvements as the District will have access to tax-exempt financing.

Staff believes this criterion has been met.

(2.5) The jurisdiction may disapprove the service plan if evidence satisfactory to the Council of any of the following, at the discretion of the Council, is not presented:

(a) Adequate service is not, or will not be, available to the area through the City or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

No existing public entities in the vicinity of the Project have the intent, ability, or desire to undertake the design, financing, and construction of the Public Improvements needed for the Project. Consequently, use of a new District is deemed necessary for the construction of such improvements.

The 29.68 acres within the Service Plan Boundaries overlap or adjoin the following public entities: Colorado River Water Conservancy District, Mesa County, the City, Grand Valley Drainage District, Grand River Mosquito Control District, Library District, School District #51 and Ute Water Conservancy District (the Overlapping Districts). The Western Slope Metropolitan District will utilize the services of some or all of these Overlapping Districts but will not compete with their operations. It will not be necessary to enter into Intergovernmental Agreements with any of Overlapping Districts except for the City of Grand Junction. Western Slope District.

Staff believes this criterion has been met.

(b) The facility and service standards of the proposed special district are compatible with the facility and service standards of the jurisdiction within which the proposed special district is to be located and each municipality which is an interested party under C.R.S. §32-1-204(1).

The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction, including but not limited to Ute Water Conservancy District. The Districts will obtain the City's and Ute Water approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

Staff believes this criterion has been met.

(c) The proposal is in substantial compliance with a master plan adopted pursuant to C.R.S. §30-28-106, C.R.S.

The City's Comprehensive Plan shows the Project is designated as Commercial on the City's Land Use Map of the Comprehensive Plan. The proposed development is consistent with the following goals of the Comprehensive Plan.

- Plan Principle 2: Resilient and Diverse Economy
- Plan Principle 3: Responsible and Managed Growth
- Plan Principle 6: Efficient and Connected Transportation
- Plan Principle 11: Effective and Transparent Government

The proposed development will add commercial opportunities to the market. The creation of the Metropolitan District provides a means to fund infrastructure needed for the growth, which may not take place within the near future otherwise. The growth is occurring in a region of the City that is connected or close to infrastructure. The existing transportation network exists, but the development will increase capacity per the Circulation Plan as required by an Approved Development Plan.

Staff believes this criterion has been met.

(d) The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.

The City has an adopted Stormwater Management Manual with the purpose of promoting public health, safety, and general welfare and to minimize public and private losses due to flooding by adopting policies, procedures, standards, and criteria for storm drainage. The proposed Western Slope

development project will be required to meet or exceed all requirements for adequate storm drainage system analysis and appropriate drainage system design and will need to obtain all required permits. This will be reviewed through the subdivision plan and any subsequent site plan phases of the development application.

Staff believes this criterion has been met.

(e) The creation of the proposed special district will be in the best interests of the area proposed to be served.

The creation of the District is in the best interests of the area to be served, in that it will provide for public improvements that otherwise will not be provided by other governmental entities, and it offers the advantage of obtaining tax-exempt financing to fund the Improvements, thus making the cost of the improvements more affordable.

Staff believes this criterion has been met.

(i) Such additional information as the jurisdiction may require by resolution on which to base its findings pursuant to section 32-1-203;

Although the last two statutory requirements (h) and (i) give the City Council broad power to establish requirements for service plan approval that exceed or enhance those specifically cited in the statutes, Staff has identified no additional consideration in order to render a sound decision on the proposed districts.

FINDINGS OF FACT

In accordance with Law, the findings of the City shall be based solely upon the service plan and evidence presented at the hearing by the petitioners, planning commission, and any interested party.

Pursuant to C.R.S. §32-1-203 the City Council may:

- Approve the Service Plan without conditions or modifications; or
- Disapprove the Service Plan.

In accordance with Law, the City may conditionally approve the service plan of a proposed special district upon satisfactory evidence that it does not comply with one or more of the criteria; final approval shall be contingent upon modification of the service plan to include such changes or additional information as shall be specifically stated in the findings of the City Council.

After reviewing SDS-2023-431, a request to consider formation of a metropolitan district service plan for the proposed Western Slope development on 29.68 acres located at

766 24 Road and properties identified by Parcel Nos. 2701-332-00-028 and 2701-332-00-027, the following findings of fact may reasonably be made by the City Council:

1. The Western Slope Metropolitan District Service Plan is consistent with the Comprehensive Plan; and
2. The Western Slope Metropolitan District Service Plan meets Title 32 of the Colorado Revised Statutes for formation of a metropolitan district.

Planning Commission heard this item at the July 25, 2023 regular meeting and voted (5-0) to recommend approval of the request.

FISCAL IMPACT:

The direct fiscal impact of approving the service plan, authorizing execution of the IGA for funding the public improvements, as well as the amendment to the City Sales Tax code creating a sales tax credit against a public improvement fee (on this agenda) is forgoing future sales tax revenues that would only be a direct result of the development in order to allow the generation of revenues through the PIF to fund debt for public improvements.

The total City 3.39 percent sales tax revenue estimated to be generated by the anchor tenant is \$28.5 million over an eight-year period with another \$4 million from the rest of the retail development. After research of comparable communities, it is estimated that 12.5 percent of tax revenues will be displaced from existing businesses. Only the City's 2 percent sales tax will be used (through the credit PIF) for debt service, and after netting debt service, displaced revenue, and administrative costs the net 2 percent sales tax revenue to the City from the development is \$2.4 million over the eight years that debt service is being paid.

The City's .75 percent, .50 percent, and .14 percent will generate a total of \$11.8 million during those eight years and will all be available and used for the specific purposes authorized by the voters. It is also estimated that \$778,000 will be generated in property tax revenues during those eight years as well.

In summary, it is estimated that as a result of the development, a net total of nearly \$15 million in additional revenue will be generated after the forgone revenue used for debt service of public improvements during the eight-year period. Finally, once the debt is paid and the credit PIF expires, the annual sales tax to the City is \$4.7 million.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 71-23, a resolution approving the service plan for the Western Slope Metropolitan District and an Intergovernmental Agreement for funding of public improvements and such other documents and agreement(s) related to the purposes of the District.

I move to (adopt/deny) Resolution 75-23, a resolution authorizing the execution of the

Intergovernmental Agreement for funding of public improvements on and subject to certain conditions precedent as described in the Resolution.

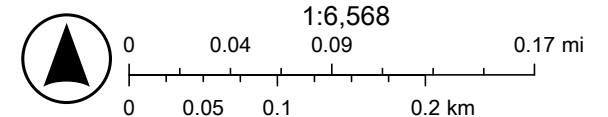
Attachments

1. Exhibit 1 - Maps
2. Exhibit 2 - Petition for Approval of Service Plan
3. Exhibit 3 - Notice of Filing to DOLA
4. WSMD Service Plan - Exhibit 1 to Resolution
5. Planning Commission Minutes - 2023 - July 25 - Draft
6. Declaration of PIF Covenants - Western Slope Metropolitan District Grand Junction 20230811
7. RES-WSMD Service Plan and Document Approval 20230808
8. RES-PI Funding AGR With Condition 20230808

Western Slope Metropolitan District - Vicinity Map

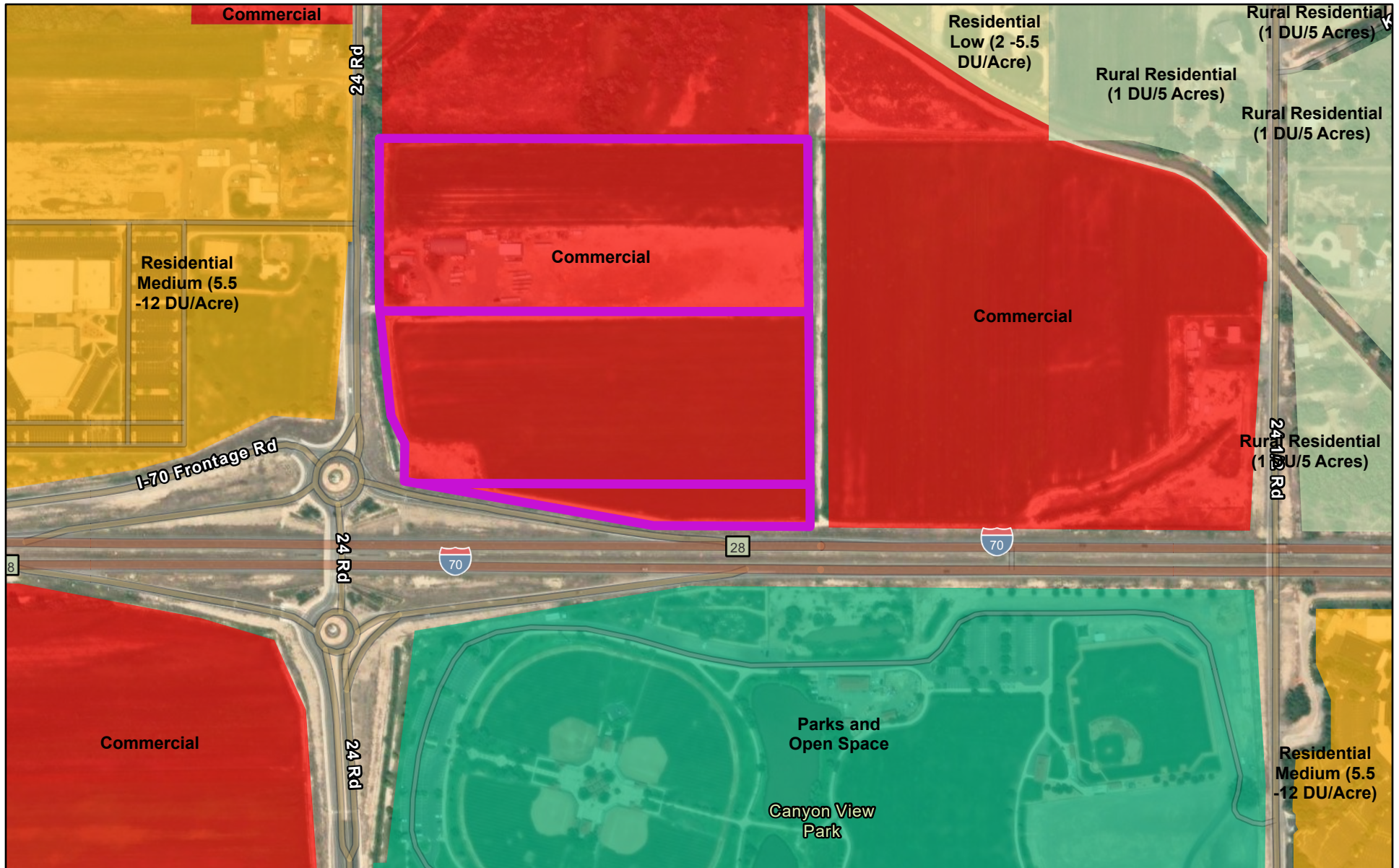


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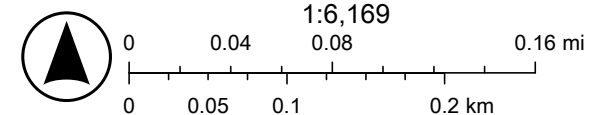


Esri Community Maps Contributors, City of Grand Junction, County of Mesa,
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Western Slope Metropolitan District - Land Use

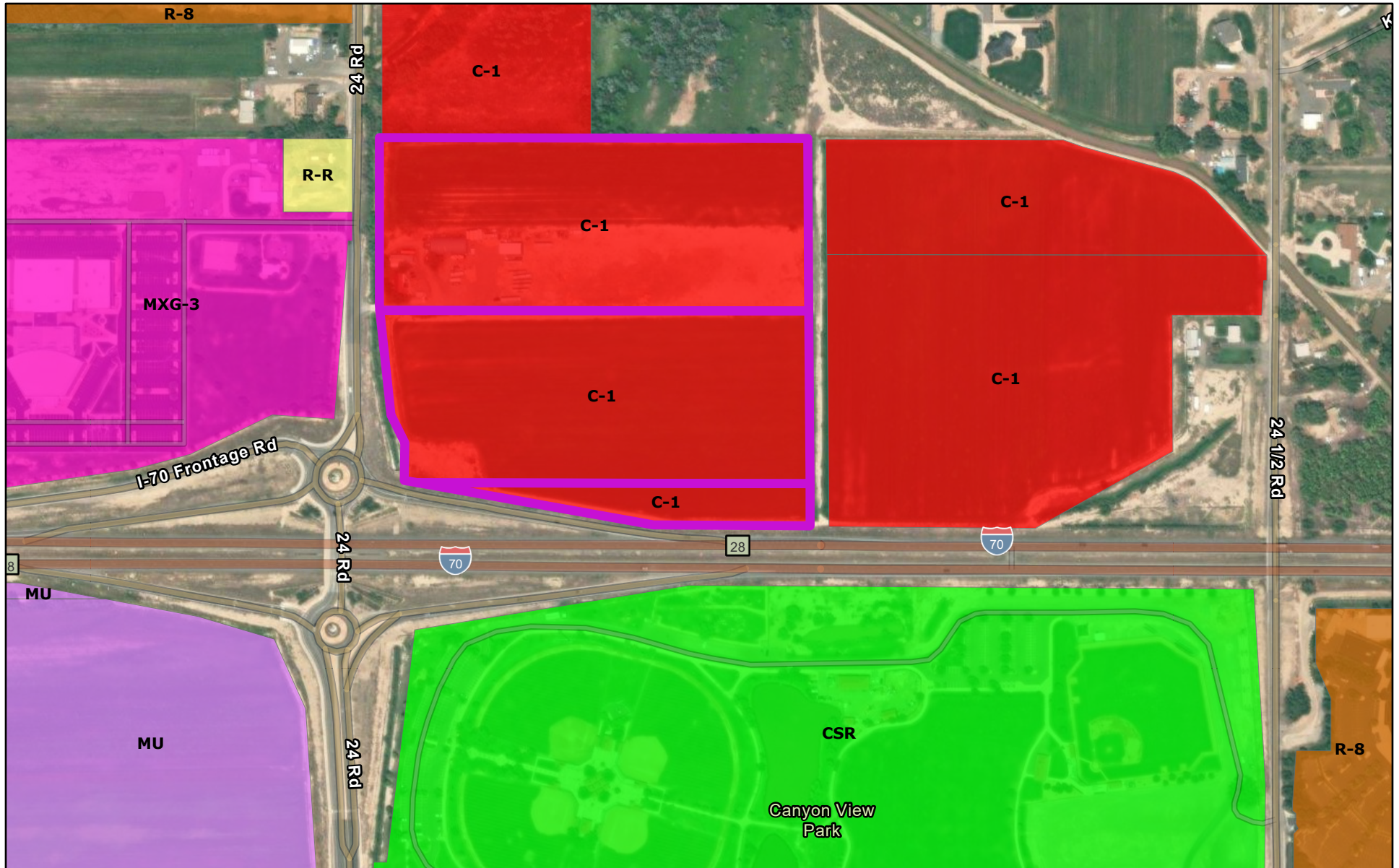


7/18/2023

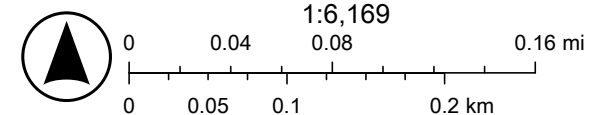


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Western Slope Metropolitan District - Zoning



7/18/2023



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IN RE THE ORGANIZATION OF WESTERN SLOPE METROPOLITAN DISTRICT,
CITY OF GRAND JUNCTION, STATE OF COLORADO

TO THE CITY COUNCIL, CITY OF GRAND JUNCTION, STATE OF COLORADO:

The Petitioners and Proponents of the proposed Western Slope Metropolitan District (“**Petitioners**”), by the undersigned, pursuant to the provisions of Title 32, Article 1, C.R.S., (the “**Special District Act**”), respectfully petition the City Council, City of Grand Junction, State of Colorado, for a Resolution of Approval of its Service Plan and certain other preliminary actions relating thereto, for said proposed District.

In support of said Petition, the Petitioners state:

1. On or about July 10, 2023, there was filed with the Community Development Department of the City of Grand Junction, the proposed Service Plan for Western Slope Metropolitan District.
2. That the Service Plan filed herewith fully complies with the provisions of the Special District Act as to all of the information required to be contained therein.

WHEREFORE, Petitioners request this Honorable City Council for the City of Grand Junction to enter such orders as may be necessary or proper preliminary to and in connection with a Resolution of Approval of the Service Plan for the proposed Western Slope Metropolitan District.

Dated July 18, 2023.

RESPECTFULLY SUBMITTED,

McGeady Becher P.C.

/s/Elisabeth A. Cortese

Attorney Registration No. 41222
Attorneys for Petitioners of the Proposed
Western Slope Metropolitan District

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: Service Plan for Western Slope Metropolitan District

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:

THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO.

Site Acreage: 13.67 acres

Site Tax No(s):

R017869

Site Zoning:

IRRIGATED AGRICULTURAL LAND

Project Description

Service Plan for Western Slope Metropolitan District

Property Owner Information

Name: W & D Merkel Family Limited Liability Limited Partnership

Street Address: 2525 North 8th Street

City/State/Zip: Grand Junction, CO 81501

Business Phone#:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name: McGeady Becher P.C.

Street Address: 450 East 17th Street, Suite 400

City/State/Zip: Denver, Colorado 80203

Business Phone #: 303-592-4380

E-Mail: mmcgeady@specialdistrictlaw.com

ecortese@specialdistrictlaw.com

Fax#: 303-592-4385

Contact Person: MaryAnn M. McGeady and

Elisabeth A. Cortese

Contact Phone #: 303-592-4380

Representative Information

Name: Goldberg Properties, Inc.

Street Address: 5415 Sunset Drive

City/State/Zip: Bow Mar, Colorado 80123

Business Phone#: 303-759-8000

E-Mail: mgoldberg@goldbergprop.com

Fax #: 303-863-0275

Contact Person: Mark A. Goldberg

Contact Phone #: 303-759-8000

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: Brian Litke (Brian Litke)
Please print and sign

Date: 7-18-23

Signature of Legal Property Owner: William Merkel
Please print and sign

Date: 7-18-23

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: Service Plan for Western Slope Metropolitan District

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: TRACT I: ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

Site Acreage: 17.52 acres

TRACT II: THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.

Site Tax No(s): R017870 and R017868

Site Zoning: IRRIGATED AGRICULTURAL LAND

Project Description

Service Plan for Western Slope Metropolitan District

Property Owner Information

Name: Leland L. Thrailkill and Roberta F. Thrailkill

Street Address: 766 24 Road

City/State/Zip: Grand Junction, CO 81505

Business Phone#: 970.243.9862

E-Mail: thrailkillj@netzero.net

Fax #: _____

Contact Person: Roberta Thrailkill

Contact Phone #: 970.216.5065

Applicant Information

Name: McGeady Becher P.C.

Street Address: 450 East 17th Avenue, Suite 400

City/State/Zip: Denver, Colorado 80203

Business Phone #: 303-592-4380

E-Mail: mmcgeady@specialdistrictlaw.com
ecortese@specialdistrictlaw.com

Fax#: 303-592-4385

Contact Person: MaryAnn M. McGeady and Elisabeth A. Cortese

Contact Phone #: 303-592-4380

Representative Information

Name: Goldberg Properties, Inc.

Street Address: 5415 Sunset Drive

City/State/Zip: Bow Mar, Colorado 80123

Business Phone#: 303-759-8000

E-Mail: mgoldberg@goldbergprop.com

Fax #: 303-863-0275

Contact Person: Mark A. Goldberg

Contact Phone #: 303-759-8000

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: Bruce A. (Brian Utke) Date: 7-14-23
Please print and sign

Signature of Legal Property Owner: Leland L. Thraillkill Date: 7-14-23
Please print and sign

Leland L. Thraillkill
Roberta F. Thraillkill
Roberta F. THRAILLKILL

OWNERSHIP STATEMENT – PARTNERSHIP

I, (a) W & D Merkel Family Limited Liability Limited Partnership ("Partnership") is the owner of the following property:

(b) THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO.

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying some interest in the property to someone else by the owner is also attached.

I, (c) William D. Merkel, am the (d) member for Partnership. I have the legal authority to bind the Partnership to agreements concerning financial obligations and this property. I have attached the most recent recorded Statement of Authority for the Partnership.

- ☐ My legal authority to bind the Partnership both financially and concerning this property is unlimited.
- ☐ My legal authority to bind the Partnership financially and/or concerning this property is limited in the following manner:

All other partners and their authority to bind the Partnership financially and with respect to this property are listed and described here: _____

- ☒ Partnership is the sole owner of the property.
- ☐ Partnership owns the property with other(s). The other owners of the property are:
- (e) _____

On behalf of Partnership, I have reviewed the application for the (f) Service Plan for Western Slope Metropolitan District I understand the Partnership's continuing duty to inform the City planner of any changes in my authority to bind the Partnership and/or in any interest in the property, such as ownership, easement rights, rights-of-way, boundaries, encroachment, lienholder and any other interest in the property.

- ☒ I and the Partnership have no knowledge of any possible conflicts between the boundary of the property and abutting properties.
- ☐ I or the Partnership have the following knowledge and evidence concerning possible boundary conflicts between the property and the abutting property(ies): (g) _____

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

Signature of Partnership representative: William D. Merkel

Printed name of person signing: William D. Merkel, Member

State of Colorado)

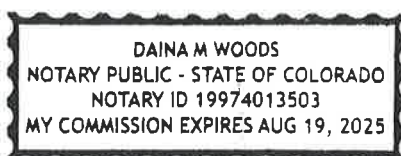
County of Denver) ss.

Subscribed and sworn to before me on this 14th day of July, 2013

by William D. Merkel, Member of W & D Merkel Family Limited Liability Limited Partnership, a Colorado limited liability partnership.

Witness my hand and seal.

My Notary Commission expires on 8/19/25



[Signature]
Notary Public Signature

OWNERSHIP STATEMENT – NATURAL PERSON

I, (a) Leland L. Thrailkill and Roberta F. Thrailkill, are the owners of the following real property:

(b) TRACT I: ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

TRACT II: THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.

A copy of the deed evidencing our 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.

☒ We are the sole owners of the property.

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

We have reviewed the application for the (d) Service Plan for Western Slope Metropolitan District pertaining to the property.

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

We understand that we 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.

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

Owner signature as it appears of deed: Leland L. Thrailkill

Printed name of owner: Leland L. Thrailkill

Owner signature as it appears of deed: Roberta F. Thrailkill

Printed name of owner: Roberta F. Thrailkill

State of Colorado)

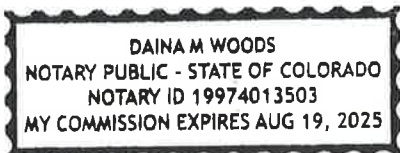
County of Denver) ss.

Subscribed and sworn to before me on this 14th day of July, 2023

by Leland L. Thrailkill and Roberta F. Thrailkill, as individuals.

Witness my hand and seal.

My Notary Commission expires on 8/19/25



[Signature]
Notary Public Signature

Statement of Authority

The undersigned hereby executes this Statement of Authority, pursuant to the provisions of Section 38-30-172, C.R.S., on behalf of Wanda D. Markel Family Limited Liability Partnership, an entity other than an individual, capable of holding title to real property ("Entity"), and states as follows:

1. The Entity is a Limited Liability Partnership formed and existing under the laws of the following governmental authority of the State of Colorado.
(state the type of entity and the state, country or other governmental authority under whose laws it was formed. Example: Limited Liability Company formed and existing under the laws of Colorado)
2. If formed under a governmental authority other than the State of Colorado, state the name under which the Entity has filed with the Colorado Secretary of State _____
3. The Entity's mailing address is: 2136 Banff Ct, Grand Junction, Co 81507
4. The name of the person or persons, or the position or positions, of the Entity authorized to execute instruments on behalf of the Entity to convey, encumber or otherwise affect the title to real property is/are:

William Markel

☐ If ALL names or positions provided here are required for authority, please check this box. If box is not checked, then only one of the names or positions provided is necessary for execution of instruments on Entity's behalf.

5. The limitations upon the authority of the person or persons named above to bind the Entity are as follows:
none
(if no limitations insert "NONE")
6. Other matters concerning the manner in which the Entity deals with any interest(s) in real property are:
none
(if none insert "NONE")

This Statement of Authority amends or replaces any prior Statement of Authority executed on behalf of the Entity.

EXECUTED this 18th day of July, 2023

ENTITY: W & D Limited liability limited partnership

BY: William Markel President

Name

Position

Name

Position

STATE OF COLORADO)

Denver) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18th day of July, 2023 by William Markel and _____.

Witness my hand and official seal.

My commission expires: 8/19/25

[Signature]
Notary Public

DAINA M WOODS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19974013503
MY COMMISSION EXPIRES AUG 19, 2025



NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

Western Slope Metropolitan District

July 13, 2023

Name of Proposed District
Metropolitan District

Filing Date
City of Grand Junction
Amy Phillips, City Clerk

Type of Proposed District
Elisabeth A. Cortese
McGeady Becher P.C.

Approving Authority Receiving Plan
303.592.4380

Contact Person Filing Service Plan

Phone/Email

Hearing Information¹

City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501

Location of Hearing
5:30 p.m.

August 16, 2023

Time of Hearing

Date of Hearing


Clerk Signature

7/13/2023
Date

¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.

DLG 60 (Rev. 4/21)



DRAFT
McGEADY BECHER P.C.
July 10, 2023

SERVICE PLAN

FOR

WESTERN SLOPE METROPOLITAN DISTRICT

CITY OF GRAND JUNCTION, COLORADO

Prepared

by

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Submitted: July 7, 2023
Resubmitted: July 10, 2023

Initials: _____

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LIST OF EXHIBITS

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EXHIBIT C	Initial District Boundary Map
EXHIBIT D	Capital Cost Estimates
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, as hereinafter defined, and, except as may otherwise be provided for by State, as hereinafter defined, or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or intergovernmental agreements between the City and the District. It is intended that the District will provide a part or all of the Public Improvements, as hereinafter defined, for the use and benefit of the inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project, as hereinafter defined. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt, as hereinafter defined, to be issued by the District. All Debt is expected to be repaid by taxes, fees, rates, tolls, and all other legally available revenues of the District. No debt service mill levy shall be imposed and collected at a level higher than the Maximum Debt Mill Levy, as hereinafter defined, for all taxable property within the boundaries of the District. Debt which is issued within these parameters, as further described in the Financial Plan, as hereinafter defined, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish both a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs, and to provide certain operation and maintenance services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional operational activities are allowed, but only as authorized by an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on all taxable property located within the boundaries of the District. It is the intent of this Service Plan to assure to the extent possible that no property located within the boundaries of the District bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the City for identifying, among other things, land uses/land use approval(s). Public Improvements necessary for facilitating development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

City: means the City of Grand Junction, Colorado.

City Code: means the Grand Junction Municipal Code (GJMC).

City Council: means the City Council of the City of Grand Junction, Colorado.

District: means Western Slope Metropolitan District.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan of the District as described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Maps Depicting Public Improvements: means the maps attached hereto as **Exhibit E**, showing the locations of the Public Improvements listed in the Capital Cost Estimates.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Mill Levy Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally- or statutorily-mandated tax credit, cut or abatement, the Maximum Debt Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as I-70 and 24 Road.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundaries.

Service Plan: means this service plan for the District as approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan as approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: means Section 32-1-101 to 32-1-1807, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to *ad valorem* taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 29.68 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401 to 32-1-402, C.R.S., and Sections 32-1-501 to 32-1-503, C.R.S., as may be amended from time to time, subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 29.68 acres of land. The current assessed valuation of the Service Area is \$-0- for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. At build-out, the average daily trips per day is estimated to be approximately six-thousand three hundred twenty-seven (6,327).

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation¶ The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. It is not the District's intention to own any Public Improvements that are of the type that would normally be dedicated to the City. The District shall dedicate the Public Improvements to the appropriate jurisdiction in a manner consistent with an Approved Development Plan, other rules and regulations of the City, and applicable provisions of the City Code.

Those Public Improvements that are not conveyed to the City, or other governmental entities, will be conveyed to the owners' association, as appropriate. With regard to those Public Improvements that will be dedicated to the owners' association, the District shall undertake the operations and maintenance responsibilities for the improvements until such time as they are accepted by an owners' association. Additionally, the District shall be authorized to provide ongoing services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional ongoing

operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. During the period that the District operates such facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District subject to the limitation provided in Section V.A.9 below. Approval of this Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. Acquisition of Land for Public Improvements and Easements.¶ The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of this Service Plan.

3. Construction Standards Limitation.¶ The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction and in accordance with the requirements of an Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to the District performing such work.

4. Privately Placed Debt Limit.¶

(a) Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1-1101(7)(a), C.R.S. would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt.

(b) Such certification shall be provided to the City by the District no later than ten (10) days following the issuance of any such privately placed Debt.

5. Inclusion Limitation¶ The District shall not include within its boundaries any property outside the Service Area until such inclusion has been approved by the City as part of a Service Plan Amendment.

6. Overlap Limitation¶ The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District until such overlap has been approved by the City as part of a Service Plan Amendment.

7. Initial Debt Limitation¶ On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direction imposition or by transfer of funds from the operating fund to the Debt service fund; nor (c) impose and collect any fees for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation¶ The District shall not issue Debt in excess of twenty million dollars (\$20,000,000).

9. Monies from Other Governments/Sources¶ The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

10. Consolidation Limitation¶ The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

11. Bankruptcy Limitation¶ All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the City to approve a Service Plan with conditions, pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

12. Service Plan Amendment Requirement.¶ This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan or an intergovernmental agreement shall be deemed to be material modifications to this Service Plan and breaches of such intergovernmental agreement, and the City shall be entitled to all remedies available at law or in equity under State and local law.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Twelve Million Five Hundred Thousand Dollars (\$12,500,000), an estimate of such costs in 2023 dollars is attached as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards meet or exceed those of the City and shall be in accordance with the requirements of an Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State and Federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed twenty million dollars (\$20,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. The twenty million dollars (\$20,000,000) that the District shall be permitted to issue is supported by the Financial Plan attached hereto as **Exhibit F**. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. Subject to the limitation set forth in Section V.A.9. above, the District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). For Interest Rate Restricted Debt Portion Debt, the requirements of Section 32-1-1101(7)(a) shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion. The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, as set forth below:

1. The Maximum Debt Mill Levy shall be fifty (50) mills; subject to the Mill Levy Adjustment.

2. To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time, as well as any and all other legally available revenue subject to the limitation in Section V.A.9 above.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale

to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the District is anticipated to be approximately one hundred thousand dollars (\$100,000) and will be derived from any and all legally available revenue subject to the limitation in Section V.A.9 above.

The intent of the District is to not impose a mill levy for provision of operations and maintenance services to its taxpayers and service users until such time as the Debt has been paid in full. At such time, the District shall have the ability to impose and increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operations and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

B. Report Contents.

The annual report shall include information as applicable for the reporting year as follows:

1. Boundary changes made.
2. Intergovernmental Agreements with other governmental entities, either entered into or terminated.
3. Access information to obtain a copy of rules and regulations adopted by the Board.
4. A summary of all litigation involving public improvements owned by the District.
5. The status of the construction of public improvements by the District.
6. A list of all facilities or improvements constructed by the District that were conveyed or dedicated to the City.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. A copy of the current year's budget.
9. A copy of the audited financial statements, if required by the 'Colorado Local Government Audit Law', Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable.
10. Notice of any uncured defaults existing for more than ninety (90) days under any Debt instrument of the District.
11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's

authority to impose and collect rates, fees, tolls and charges, and all other legally available revenue subject to the limitation in Section V.A.9 above.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement is attached hereto as **Exhibit G**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit G** within ninety (90) days of the date of organization. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall consider the intergovernmental agreement in the form attached as **Exhibit G** at the public hearing concerning the Service Plan, and if the Service Plan is approved the City Council shall authorize the President of the City Council to sign the intergovernmental agreement. After execution by the parties thereto, the intergovernmental agreement may be amended by mutual agreement of the City and District, which amendment shall not require this Service Plan to be amended. In the event of conflict between the intergovernmental agreement and this Service Plan, the intergovernmental agreement shall govern.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

MERKEL TRACT:

THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO

THRAILKILL TRACT I:

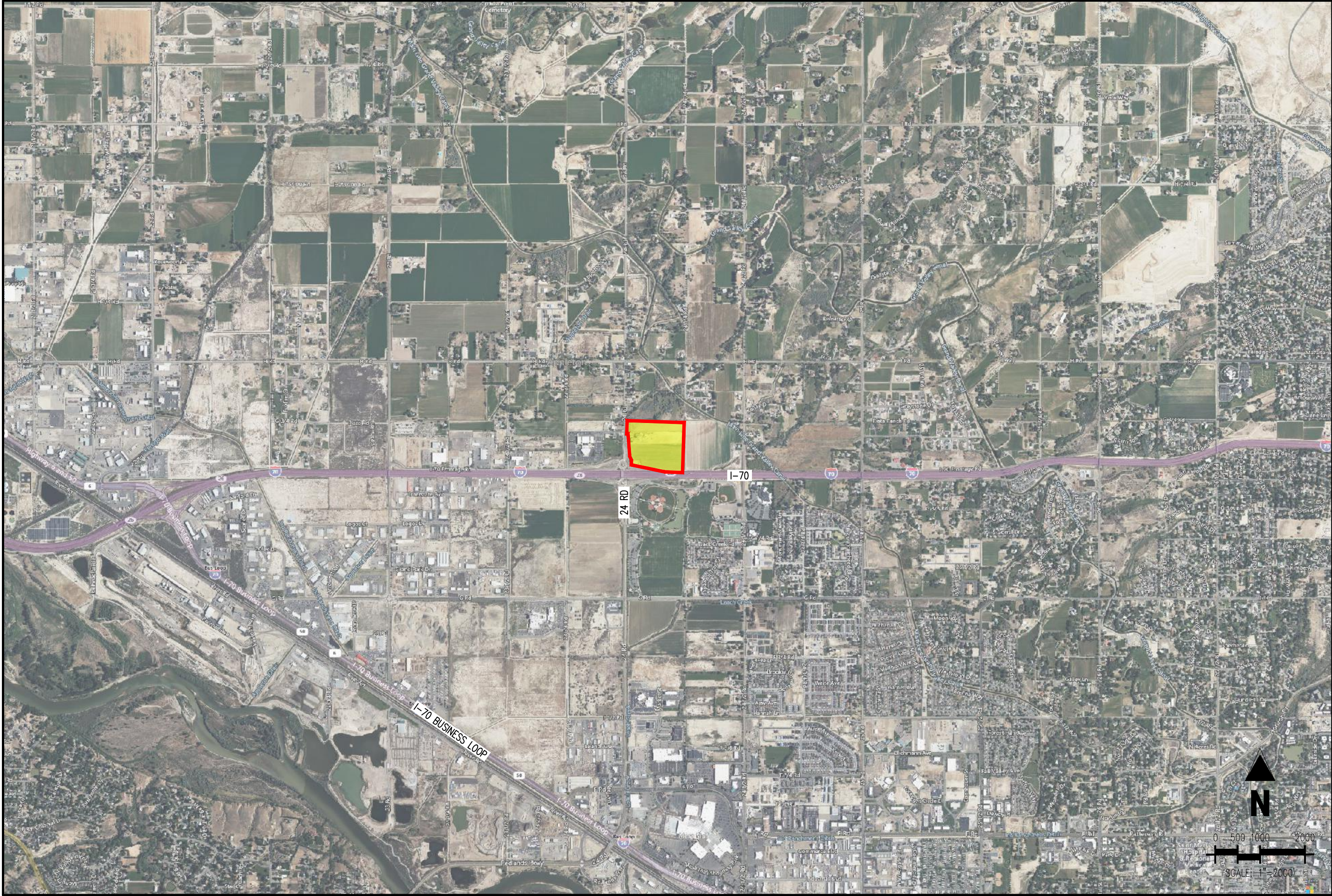
ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

THRAILKILL TRACT II:

THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.

EXHIBIT B

Vicinity Map



PROPOSED COMMERCIAL DEVELOPMENT

Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023

EXHIBIT C

Initial District Boundary Map



Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023

EXHIBIT D

Capital Cost Estimates

Western Slope Metropolitan District-Capital Cost Estimates

Location: 24 Road & I-70, Grand Junction, CO

Shaw Construction: rev 06.21.23 (hard costs)

	Quantity	Unit	Unit Cost	Total Cost
ONSITE DISTRICT MAINTAINED IMPROVEMENTS				
6" Domestic Water Main	2,700.00	LF	\$ 100.89	\$ 272,395.76
6" Meter & Backflow Heated Utility Cabinet	1.00	EACH	\$ 47,476.00	\$ 47,476.00
8" Fire Water Main	2,500.00	LF	\$ 59.35	\$ 148,363.28
8" Meter & Backflow Heated Utility Cabinet	1.00	EACH	\$ 47,476.00	\$ 47,476.00
Water Main Fittings & Valves	30.00	EACH	\$ 7,714.93	\$ 231,447.84
Fire Hydrants	10.00	EACH	\$ 9,495.30	\$ 94,953.04
8" Sanitary Main	2,700.00	LF	\$ 41.54	\$ 112,162.96
4' Dia. Sanitary Sewer Manhole	13.00	EACH	\$ 4,747.60	\$ 61,718.80
Storm Sewer Main/ Trunk Line (Assume 30" Dia Avg.)	1,750.00	LF	\$ 237.38	\$ 415,418.64
5' Dia. Storm Sewer Manhole	13.00	EACH	\$ 7,714.88	\$ 100,293.44
Storm Sewer Inlet	10.00	EACH	\$ 5,341.13	\$ 53,411.28
Sitework				
Curb & Gutter	3,250.00	LF	\$ 53.41	\$ 173,585.36
Asphalt	8,000.00	SY	\$ 47.48	\$ 379,811.12
Sidewalk	20,000.00	SF	\$ 14.24	\$ 284,858.08
ADA Ramps	6.00	EACH	\$ 5,934.59	\$ 35,607.52
Signage & Striping	1.00	LS	\$ 29,672.24	\$ 29,672.24
Street Lighting (Base & Lightpoles)	8.00	EACH	\$ 13,548.60	\$ 108,388.80
Organizing Feature	1.00	LS	\$ 29,672.24	\$ 29,672.24
Detention Pond				
Headwall	1.00	EACH	\$ 11,869.52	\$ 11,869.52
Forebay	1.00	EACH	\$ 23,738.00	\$ 23,738.00
Trickle Channel	250.00	LF	\$ 46.29	\$ 11,572.08
Outlet Structure	1.00	EACH	\$ 22,254.96	\$ 22,254.96
48" RCP (In)	80.00	LF	\$ 391.68	\$ 31,334.16
30" RCP (Out)	100.00	LF	\$ 178.04	\$ 17,803.76
Erosion/Sediment Control & Demolition				
General Erosion Control (Install & Management)	4.20	ACRE	\$ 7,121.52	\$ 29,910.40
Demolition of Building/Structure	8.00	EACH	\$ 22,254.57	\$ 178,036.56
Demo Existing Asphalt Pavement	8000.00	SY	\$ 47.48	\$ 379,811.12
Earthwork				
Site Clear, Grub, Topsoil Strip/Export	4.20	ACRE	\$ 29,910.15	\$ 125,622.64
Cut/Fill with Onsite Material	4.20	ACRE	\$ 53,410.93	\$ 224,325.92
Import Select Fill	2100.00	CY	\$ 35.61	\$ 74,774.96
Cut and Export	2100.00	CY	\$ 17.80	\$ 37,388.00
Cut and Export From Pond	9000.00	CY	\$ 17.80	\$ 160,232.80
Landscape & Irrigation				
Landscaping and Irrigation (General)	12000.00	SF	\$ 6.53	\$ 78,335.92
Sub-Total - Onsite District-Maintained Improvements				\$ 4,033,723.20
OFFSITE DISTRICT IMPROVEMENTS				
Connection to Existing Water	3.00	EACH	\$ 17,803.76	\$ 53,411.28
8" Water Main	2,500.00	LF	\$ 56.02	\$ 140,055.76
Water Main Fittings & Valves	15.00	EACH	\$ 7,714.93	\$ 115,723.92
Fire Hydrants	1.00	EACH	\$ 9,495.20	\$ 9,495.20
Water Bore Under Grand Valley Canal	100.00	LF	\$ 237.38	\$ 23,738.00
Connection to Existing Sanitary Manhole	1.00	EACH	\$ 2,374.32	\$ 2,374.32
8" Sanitary Main	300.00	LF	\$ 65.28	\$ 19,584.24
4' Dia. Sanitary Sewer Manhole	3.00	EACH	\$ 5,341.09	\$ 16,023.28
Storm Sewer Main (Assume 24" Dia Avg.)	200.00	LF	\$ 130.56	\$ 26,112.32
5' Dia. Storm Sewer Manhole	4.00	EACH	\$ 7,714.98	\$ 30,859.92
Sanitary Bore Under I-70	200.00	LF	\$ 1,691.35	\$ 338,269.36
Storm Sewer Inlet	4.00	EACH	\$ 5,934.50	\$ 23,738.00
Triple 4'x8' Box Culvert (Along 24 Road)	360.00	LF	\$ 2,522.18	\$ 907,986.56
Culvert for Grand Valley Canal	50.00	LF	\$ 2,029.62	\$ 101,481.12
Channel Improvements	1,000.00	LF	\$ 10.09	\$ 10,089.04
Headwalls	6.00	EACH	\$ 35,607.35	\$ 213,644.08
Public ROW Improvements				
Curb & Gutter	6,800.00	LF	\$ 53.41	\$ 363,194.00
Asphalt	8,000.00	SY	\$ 71.21	\$ 569,717.20
Sidewalk	15,000.00	SF	\$ 14.24	\$ 213,644.08
ADA Ramps	12.00	EACH	\$ 5,934.59	\$ 71,215.04

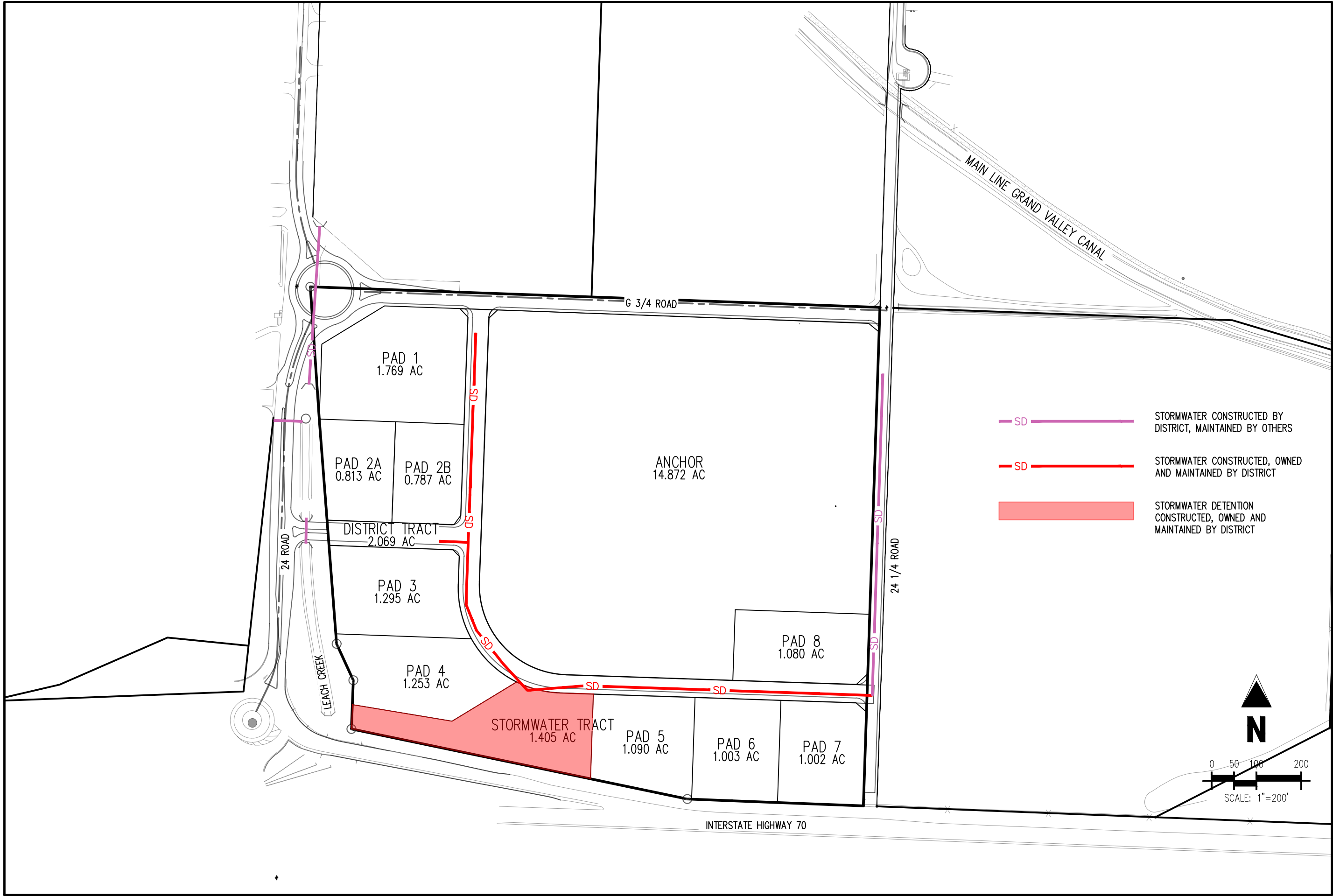
Signage & Striping	1.00	LS	\$ 41,541.76	\$ 41,541.76
Street Lighting (Base & Lightpoles)	8.00	EACH	\$ 13,548.60	\$ 108,388.80
Erosion/Sedimentation Control & Demolition				
General Erosion Control (Install & Management)	3.20	ACRE	\$ 7,121.40	\$ 22,788.48
Demo of Existing Site Entrance/Culvert	1.00	EACH	\$ 17,803.76	\$ 17,803.76
Demo Existing Pavement	3,000.00	SY	\$ 47.48	\$ 142,429.04
Demo Existing Curb & Gutter	1,000.00	LF	\$ 2.97	\$ 2,967.12
Earthwork				
Site Clear, Grub, Topsoil Strip/Export	3.20	ACRE	\$ 29,910.08	\$ 95,712.24
Cut/Fill with Onsite Material	3.20	ACRE	\$ 53,410.83	\$ 170,914.64
Import Select Fill	1,600	CY	\$ 35.61	\$ 56,971.20
Cut and Export	1,600	CY	\$ 17.80	\$ 28,485.60
Landscape & Irrigation				
Landscaping and Irrigation (General)	20,000.00	SF	\$ 6.53	\$ 130,560.56
Sub-Total - Offsite District Improvements				\$ 4,068,919.92
Onsite District Maintained Improvements - 24 1/4 Road				
Utilities				
Storm Sewer Main/Trunk Line (Assume 24" Dia Avg.)	750	LF	\$ 156.00	\$ 117,000.00
5' Diameter Storm Sewer Manhole	1	EA	\$ 8,320.00	\$ 8,320.00
Storm Sewer Inlet	4	EA	\$ 9,360.00	\$ 37,440.00
Sitework				
Curb & Gutter	1,750	LF	\$ 22.88	\$ 40,040.00
Concrete Pavement	2,400	SY	\$ 130.00	\$ 312,000.00
Sidewalk	4,370	SF	\$ 5.75	\$ 25,132.74
ADA Ramps	4	EA	\$ 2,080.00	\$ 8,320.00
Street Lighting (Base & Lightpoles)	6	EA	\$ 6,240.00	\$ 37,440.00
Sub-Total - Onsite District Maintained Improvements - 24 1/4 Road				\$ 585,692.74
Sub-Total All Improvements				\$ 8,688,335.86
Contingency (15%)	15.0%			\$ 1,303,250.38
General Contractor General Conditions (3.5%)	3.5%			\$ 304,091.76
General Contractors OH & Profit (5%)	5.0%			\$ 434,416.79
Subtotal Hard Cost Improvements				\$ 10,730,094.79
DISTRICT SOFT COSTS				
Engineering and Design				\$ 235,280.68
Survey				\$ 18,100.00
Engineering related to District				\$ 15,000.00
Geotechnical Engineering				\$ 9,000.00
Legal				\$ 175,000.00
Bond Counsel				\$ 30,000.00
Entitlement Fees and Permits				\$ 12,500.00
Subtotal Soft Costs				\$ 494,880.68
Contingency (15%)	15.0%			\$ 74,232.10
Subtotal District Soft Costs				\$ 569,112.78
DISTRICT LAND COSTS				
Ring Road in District	121,968.00	SQFT	\$ 5.50	\$ 670,824.00
Detention Pond	60,984.00	SQFT	\$ 5.50	\$ 335,412.00
Subtotal District Land				\$ 1,006,236.00
TOTAL DISTRICT IMPROVEMENTS				\$ 12,305,443.57
Dry Utilities (Not Eligible for District)				
Electric/Telecom Trench and Backfill	3,300.00	LF	\$ 17.12	\$ 58,751.68
Electric transformer, Meter, Cabinet	1.00	EACH	\$ 285,314.90	\$ 296,727.60
Gas Main line	3,300.00	LF	\$ 17.12	\$ 58,751.68
Subtotal Total Dry Utilities				\$ 414,230.96

EXHIBIT E

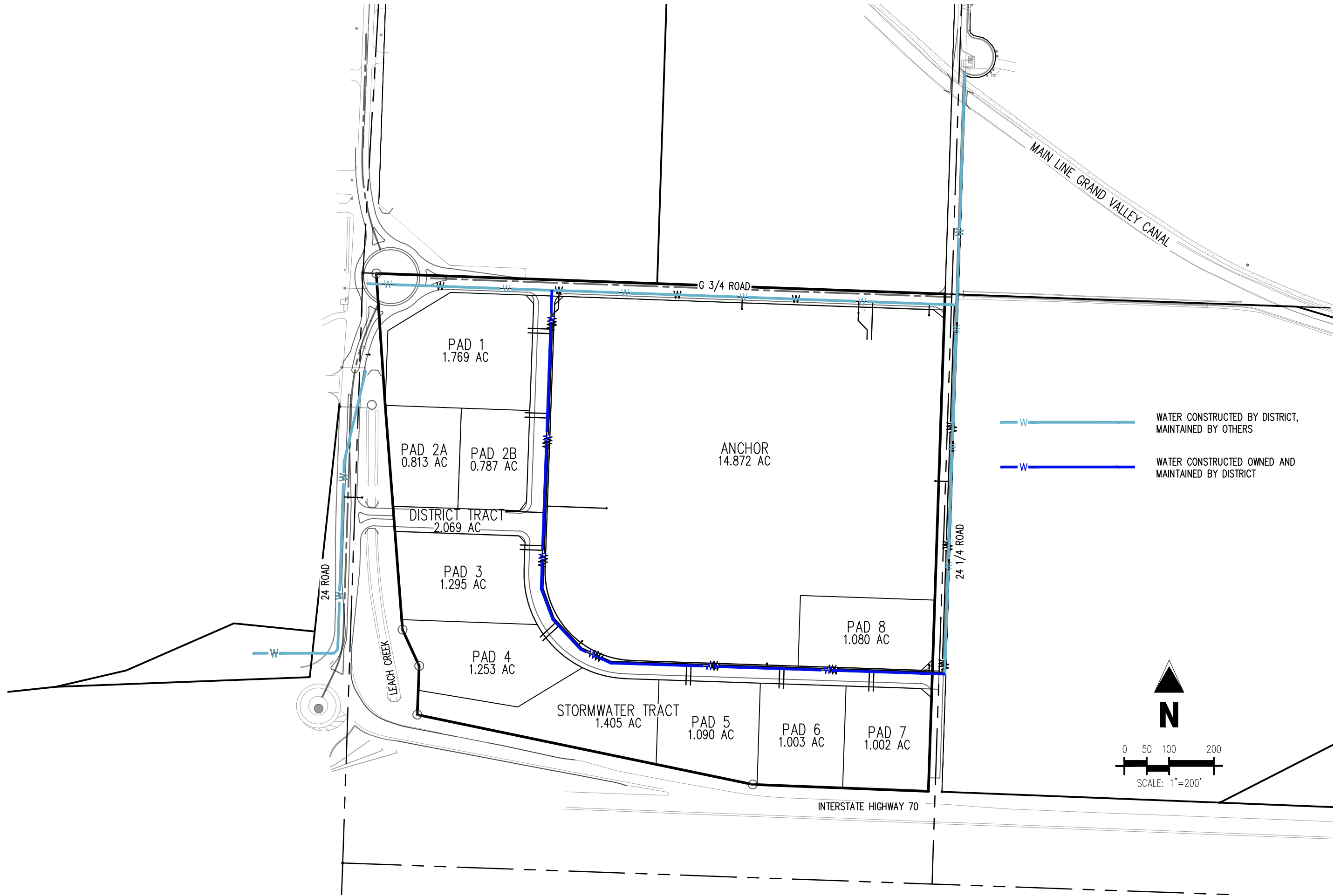
Maps Depicting Public Improvements



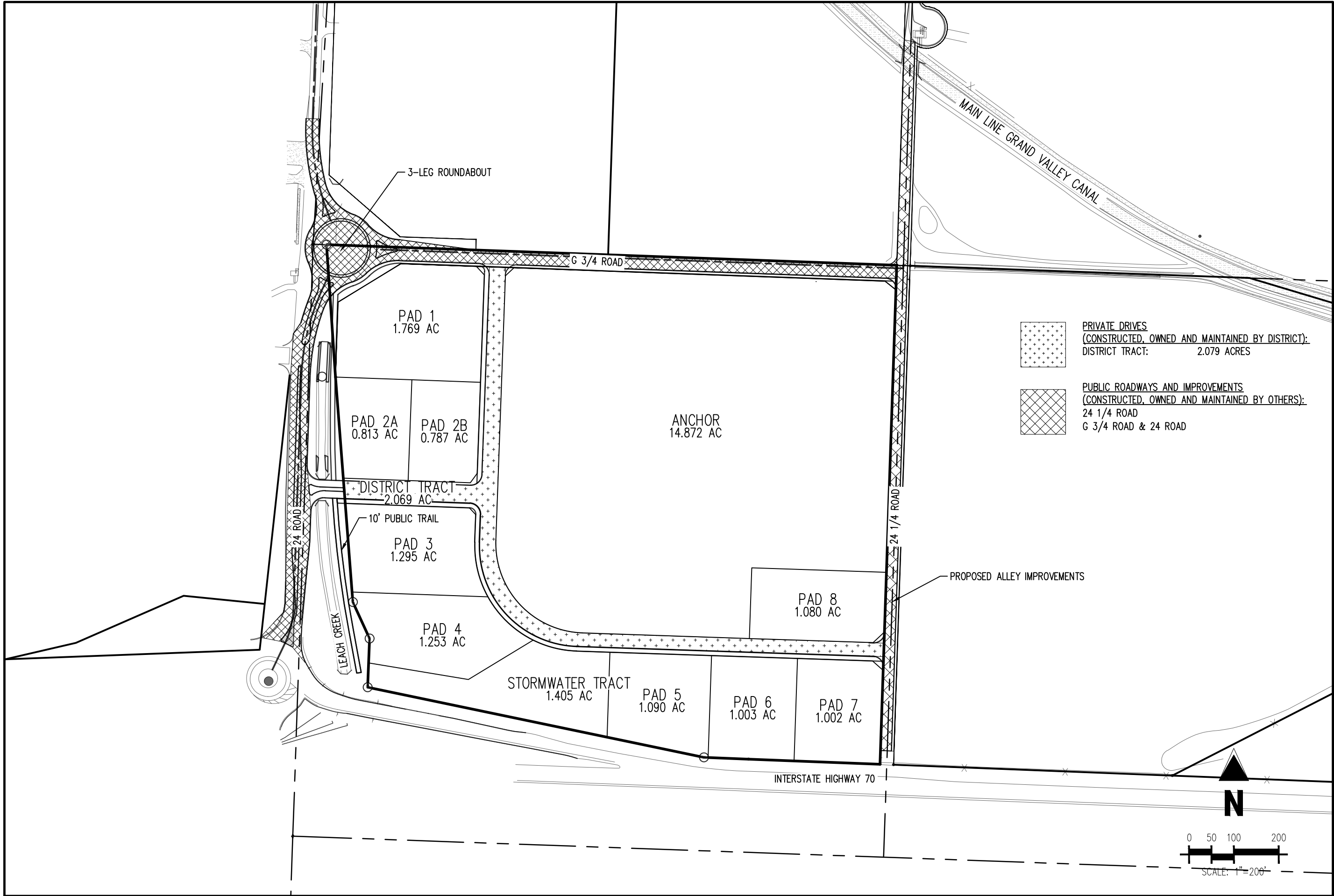
Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023



Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023



Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023





Project No:	GOL000011.20
Drawn By:	DMH
Checked By:	JDP
Date:	06/21/2023

EXHIBIT F

Financial Plan

**WESTERN SLOPE METROPOLITAN DISTRICT Revenue
Calculation**

	Retailer Sales	Total Sales	Sales Tax Revenue				Other	Total	Expenses		Total
	Taxable Sales	Taxable Sales	City (unencumbered)	County (remitted)	Total Available	District Share	Required	Available	Annual Trustee	Operations	Revenue Available
	Revenue*	Revenue	S/T Collections	S/T Collections	2.00% Tax Rate	of Total Avail.	Pledge	Revenue	Fee	Carve Out	for Debt Service
			2.00% Tax Rate	0.00% Tax Rate	2.00% Tax Rate	68.00% through 2043	(for 135x)		\$4,000	\$100,000 Inflated at 1.0%	
2022											
2023	0	0				0		0	0	0	0
2024	13,662,000	13,662,000	273,240	0	273,240	185,803	0	185,803	0	0	185,803
2025	86,890,320	86,890,320	1,737,806	0	1,737,806	1,181,708	0	1,181,708	(4,000)	(101,000)	1,076,708
2026	92,103,739	92,103,739	1,842,075	0	1,842,075	1,252,611	399,115	1,651,726	(4,000)	(102,010)	1,545,716
2027	96,708,926	96,708,926	1,934,179	0	1,934,179	1,315,241	419,551	1,734,793	(4,000)	(103,030)	1,627,763
2028	101,544,372	101,544,372	2,030,887	0	2,030,887	1,381,003	444,662	1,825,665	(4,000)	(104,060)	1,717,605
2029	105,606,147	105,606,147	2,112,123	0	2,112,123	1,436,244	460,224	1,896,467	(4,000)	(105,101)	1,787,366
2030	109,830,393	109,830,393	2,196,608	0	2,196,608	1,493,693	481,382	1,975,076	(4,000)	(106,152)	1,864,924
2031	114,223,609	114,223,609	2,284,472	0	2,284,472	1,553,441	500,422	2,053,864	(4,000)	(107,214)	1,942,650
2032	118,792,553	118,792,553	2,375,851	0	2,375,851	1,615,579	523,563	2,139,142	(4,000)	(108,286)	2,026,856
2033	123,544,255	123,544,255	2,470,885	0	2,470,885	1,680,202	543,082	2,223,284	(4,000)	(109,369)	2,109,915
2034	127,250,583	127,250,583	2,545,012	0	2,545,012	1,730,608	561,742	2,292,350	(4,000)	(110,462)	2,177,888
2035	131,068,101	131,068,101	2,621,362	0	2,621,362	1,782,526	577,753	2,360,279	(4,000)	(111,567)	2,244,713
2036	135,000,144	135,000,144	2,700,003	0	2,700,003	1,836,002	597,382	2,433,384	(4,000)	(112,683)	2,316,701
2037	139,050,148	139,050,148	2,781,003	0	2,781,003	1,891,082	612,954	2,504,036	(4,000)	(113,809)	2,386,226
2038	143,221,652	143,221,652	2,864,433	0	2,864,433	1,947,814	637,482	2,585,296	(4,000)	(114,947)	2,466,349
2039	147,518,302	147,518,302	2,950,366	0	2,950,366	2,006,249	656,100	2,662,349	(4,000)	(116,097)	2,542,253
2040	151,943,851	151,943,851	3,038,877	0	3,038,877	2,066,436	675,070	2,741,507	(4,000)	(117,258)	2,620,249
2041	156,502,167	156,502,167	3,130,043	0	3,130,043	2,128,429	700,211	2,828,640	(4,000)	(118,430)	2,706,210
2042	161,197,232	161,197,232	3,223,945	0	3,223,945	2,192,282	716,652	2,908,935	(4,000)	(119,615)	2,785,320
2043	166,033,149	166,033,149	3,320,663	0	3,320,663	2,258,051	742,125	3,000,176	(4,000)	(120,811)	2,875,365
Total			48,433,833	0	48,433,833	32,935,006	10,249,473	43,184,479	(76,000)	(2,101,900)	41,006,579

[*] Retailer / Developer Projections thru 2043; Assumes 2 mos. In 2024 (tbd)

**WESTERN SLOPE METROPOLITAN DISTRICT Senior Debt
Service**

	Total Revenue Available for Debt Service	Net Debt Service	Senior Surplus Fund			Ratio Analysis	
		Series 2024					
		Dated: 2/1/24					
		Par: \$16,615,000 Proj: \$12,500,000	Annual Surplus	Cumulative Balance \$1,661,500 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2022							
2023	0						
2024	185,803	0	185,803	185,803	0		n/a
2025	1,076,708	359,992	716,717	902,520	0		299%
2026	1,545,716	1,144,975	400,741	1,303,261	0		135%
2027	1,627,763	1,205,750	422,013	1,661,500	63,774		135%
2028	1,717,605	1,272,300	445,305	1,661,500	445,305		135%
2029	1,787,366	1,323,975	463,391	1,661,500	463,391		135%
2030	1,864,924	1,381,425	483,499	1,661,500	483,499		135%
2031	1,942,650	1,439,000	503,650	1,661,500	503,650		135%
2032	2,026,856	1,501,375	525,481	1,661,500	525,481		135%
2033	2,109,915	1,562,900	547,015	1,661,500	547,015		135%
2034	2,177,888	1,613,250	564,638	1,661,500	564,638		135%
2035	2,244,713	1,662,750	581,963	1,661,500	581,963		135%
2036	2,316,701	1,716,075	600,626	1,661,500	600,626		135%
2037	2,386,226	1,767,575	618,651	1,661,500	618,651		135%
2038	2,466,349	1,826,925	639,424	1,661,500	639,424		135%
2039	2,542,253	1,883,150	659,103	1,661,500	659,103		135%
2040	2,620,249	1,940,925	679,324	1,661,500	679,324		135%
2041	2,706,210	2,004,600	701,610	1,661,500	701,610		135%
2042	2,785,320	2,063,200	722,120	1,661,500	722,120		135%
2043	2,875,365	2,129,900	745,465	0	2,406,965		135%
Total	41,006,579	29,800,042	11,206,537		11,206,537		

SOURCES AND USES OF FUNDS

**WESTERN SLOPE METROPOLITAN DISTRICT MESA
COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
\$12.500M Project
100x, Available Credit PIF Revenues (Retailer only)*
Non-Rated, 2043 Final Maturity**

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|               |            |
|---------------|------------|
| Dated Date    | 02/01/2024 |
| Delivery Date | 02/01/2024 |

**Sources:**

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 16,615,000.00 |
|                | 16,615,000.00 |

**Uses:**

|                                    |               |
|------------------------------------|---------------|
| Project Fund Deposits:             |               |
| Project Fund                       | 12,500,000.00 |
| Other Fund Deposits:               |               |
| Capitalized Interest Fund (18mos.) | 1,619,962.50  |
| Debt Service Reserve Fund          | 1,661,500.00  |
|                                    | 3,281,462.50  |
| Cost of Issuance:                  |               |
|                                    | 500,000.00    |
| Delivery Date Expenses:            |               |
| Underwriter's Discount             | 332,300.00    |
| Other Uses of Funds:               |               |
| Rounding Amount                    | 1,237.50      |
|                                    | 16,615,000.00 |

[\*] Developer Projections (tbd).



## BOND SUMMARY STATISTICS

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

~~~

Dated Date	02/01/2024
Delivery Date	02/01/2024
First Coupon	06/01/2024
Last Maturity	12/01/2043
Arbitrage Yield	6.501212%
True Interest Cost (TIC)	6.718335%
Net Interest Cost (NIC)	6.500000%
All-In TIC	7.057252%
Average Coupon	6.500000%
Average Life (years)	15.247
Weighted Average Maturity (years)	15.247
Duration of Issue (years)	9.576
Par Amount	16,615,000.00
Bond Proceeds	16,615,000.00
Total Interest	16,466,504.17
Net Interest	16,798,804.17
Bond Years from Dated Date	253,330,833.33
Bond Years from Delivery Date	253,330,833.33
Total Debt Service	33,081,504.17
Maximum Annual Debt Service	3,791,400.00
Average Annual Debt Service	1,667,975.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2043	16,615,000.00	100.000	6.500%	15.247	05/02/2039	18,442.65
	16,615,000.00			15.247		18,442.65

	TIC	All-In TIC	Arbitrage Yield
Par Value	16,615,000.00	16,615,000.00	16,615,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-332,300.00	-332,300.00	
- Cost of Issuance Expense		-500,000.00	
- Other Amounts			
Target Value	16,282,700.00	15,782,700.00	16,615,000.00
Target Date	02/01/2024	02/01/2024	02/01/2024
Yield	6.718335%	7.057252%	6.501212%

BOND DEBT SERVICE

**WESTERN SLOPE METROPOLITAN DISTRICT MESA
COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
\$12.500M Project
100x, Available Credit PIF Revenues (Retailer only)*
Non-Rated, 2043 Final Maturity**

~~~

Dated Date                      02/01/2024  
Delivery Date                02/01/2024

| Period<br>Ending | Principal  | Coupon | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|------------|--------|---------------|---------------|------------------------|
| 06/01/2024       |            |        | 359,991.67    | 359,991.67    |                        |
| 12/01/2024       |            |        | 539,987.50    | 539,987.50    | 899,979.17             |
| 06/01/2025       |            |        | 539,987.50    | 539,987.50    |                        |
| 12/01/2025       |            |        | 539,987.50    | 539,987.50    | 1,079,975.00           |
| 06/01/2026       |            |        | 539,987.50    | 539,987.50    |                        |
| 12/01/2026       | 65,000     | 6.500% | 539,987.50    | 604,987.50    | 1,144,975.00           |
| 06/01/2027       |            |        | 537,875.00    | 537,875.00    |                        |
| 12/01/2027       | 130,000    | 6.500% | 537,875.00    | 667,875.00    | 1,205,750.00           |
| 06/01/2028       |            |        | 533,650.00    | 533,650.00    |                        |
| 12/01/2028       | 205,000    | 6.500% | 533,650.00    | 738,650.00    | 1,272,300.00           |
| 06/01/2029       |            |        | 526,987.50    | 526,987.50    |                        |
| 12/01/2029       | 270,000    | 6.500% | 526,987.50    | 796,987.50    | 1,323,975.00           |
| 06/01/2030       |            |        | 518,212.50    | 518,212.50    |                        |
| 12/01/2030       | 345,000    | 6.500% | 518,212.50    | 863,212.50    | 1,381,425.00           |
| 06/01/2031       |            |        | 507,000.00    | 507,000.00    |                        |
| 12/01/2031       | 425,000    | 6.500% | 507,000.00    | 932,000.00    | 1,439,000.00           |
| 06/01/2032       |            |        | 493,187.50    | 493,187.50    |                        |
| 12/01/2032       | 515,000    | 6.500% | 493,187.50    | 1,008,187.50  | 1,501,375.00           |
| 06/01/2033       |            |        | 476,450.00    | 476,450.00    |                        |
| 12/01/2033       | 610,000    | 6.500% | 476,450.00    | 1,086,450.00  | 1,562,900.00           |
| 06/01/2034       |            |        | 456,625.00    | 456,625.00    |                        |
| 12/01/2034       | 700,000    | 6.500% | 456,625.00    | 1,156,625.00  | 1,613,250.00           |
| 06/01/2035       |            |        | 433,875.00    | 433,875.00    |                        |
| 12/01/2035       | 795,000    | 6.500% | 433,875.00    | 1,228,875.00  | 1,662,750.00           |
| 06/01/2036       |            |        | 408,037.50    | 408,037.50    |                        |
| 12/01/2036       | 900,000    | 6.500% | 408,037.50    | 1,308,037.50  | 1,716,075.00           |
| 06/01/2037       |            |        | 378,787.50    | 378,787.50    |                        |
| 12/01/2037       | 1,010,000  | 6.500% | 378,787.50    | 1,388,787.50  | 1,767,575.00           |
| 06/01/2038       |            |        | 345,962.50    | 345,962.50    |                        |
| 12/01/2038       | 1,135,000  | 6.500% | 345,962.50    | 1,480,962.50  | 1,826,925.00           |
| 06/01/2039       |            |        | 309,075.00    | 309,075.00    |                        |
| 12/01/2039       | 1,265,000  | 6.500% | 309,075.00    | 1,574,075.00  | 1,883,150.00           |
| 06/01/2040       |            |        | 267,962.50    | 267,962.50    |                        |
| 12/01/2040       | 1,405,000  | 6.500% | 267,962.50    | 1,672,962.50  | 1,940,925.00           |
| 06/01/2041       |            |        | 222,300.00    | 222,300.00    |                        |
| 12/01/2041       | 1,560,000  | 6.500% | 222,300.00    | 1,782,300.00  | 2,004,600.00           |
| 06/01/2042       |            |        | 171,600.00    | 171,600.00    |                        |
| 12/01/2042       | 1,720,000  | 6.500% | 171,600.00    | 1,891,600.00  | 2,063,200.00           |
| 06/01/2043       |            |        | 115,700.00    | 115,700.00    |                        |
| 12/01/2043       | 3,560,000  | 6.500% | 115,700.00    | 3,675,700.00  | 3,791,400.00           |
|                  | 16,615,000 |        | 16,466,504.17 | 33,081,504.17 | 33,081,504.17          |

## NET DEBT SERVICE

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

| Period<br>Ending | Principal  | Interest      | Total<br>Debt Service | Debt Service<br>Reserve Fund | Capitalized<br>Interest Fund<br>(18mos.) | Net<br>Debt Service |
|------------------|------------|---------------|-----------------------|------------------------------|------------------------------------------|---------------------|
| 12/01/2024       |            | 899,979.17    | 899,979.17            |                              | 899,979.17                               |                     |
| 12/01/2025       |            | 1,079,975.00  | 1,079,975.00          |                              | 719,983.33                               | 359,991.67          |
| 12/01/2026       | 65,000     | 1,079,975.00  | 1,144,975.00          |                              |                                          | 1,144,975.00        |
| 12/01/2027       | 130,000    | 1,075,750.00  | 1,205,750.00          |                              |                                          | 1,205,750.00        |
| 12/01/2028       | 205,000    | 1,067,300.00  | 1,272,300.00          |                              |                                          | 1,272,300.00        |
| 12/01/2029       | 270,000    | 1,053,975.00  | 1,323,975.00          |                              |                                          | 1,323,975.00        |
| 12/01/2030       | 345,000    | 1,036,425.00  | 1,381,425.00          |                              |                                          | 1,381,425.00        |
| 12/01/2031       | 425,000    | 1,014,000.00  | 1,439,000.00          |                              |                                          | 1,439,000.00        |
| 12/01/2032       | 515,000    | 986,375.00    | 1,501,375.00          |                              |                                          | 1,501,375.00        |
| 12/01/2033       | 610,000    | 952,900.00    | 1,562,900.00          |                              |                                          | 1,562,900.00        |
| 12/01/2034       | 700,000    | 913,250.00    | 1,613,250.00          |                              |                                          | 1,613,250.00        |
| 12/01/2035       | 795,000    | 867,750.00    | 1,662,750.00          |                              |                                          | 1,662,750.00        |
| 12/01/2036       | 900,000    | 816,075.00    | 1,716,075.00          |                              |                                          | 1,716,075.00        |
| 12/01/2037       | 1,010,000  | 757,575.00    | 1,767,575.00          |                              |                                          | 1,767,575.00        |
| 12/01/2038       | 1,135,000  | 691,925.00    | 1,826,925.00          |                              |                                          | 1,826,925.00        |
| 12/01/2039       | 1,265,000  | 618,150.00    | 1,883,150.00          |                              |                                          | 1,883,150.00        |
| 12/01/2040       | 1,405,000  | 535,925.00    | 1,940,925.00          |                              |                                          | 1,940,925.00        |
| 12/01/2041       | 1,560,000  | 444,600.00    | 2,004,600.00          |                              |                                          | 2,004,600.00        |
| 12/01/2042       | 1,720,000  | 343,200.00    | 2,063,200.00          |                              |                                          | 2,063,200.00        |
| 12/01/2043       | 3,560,000  | 231,400.00    | 3,791,400.00          | 1,661,500                    |                                          | 2,129,900.00        |
|                  | 16,615,000 | 16,466,504.17 | 33,081,504.17         | 1,661,500                    | 1,619,962.50                             | 29,800,041.67       |

## BOND SOLUTION

**WESTERN SLOPE METROPOLITAN DISTRICT MESA  
COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
\$12.500M Project  
100x, Available Credit PIF Revenues (Retailer only)\*  
Non-Rated, 2043 Final Maturity**

| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Debt Service<br>Adjustments | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Service<br>Coverage |
|------------------|-----------------------|--------------------------|-----------------------------|---------------------------|------------------------|--------------------|--------------------------|
| 12/01/2024       |                       | 899,979                  | -899,979                    |                           | 185,803                | 185,803            |                          |
| 12/01/2025       |                       | 1,079,975                | -719,983                    | 359,992                   | 1,076,708              | 716,717            | 299.09%                  |
| 12/01/2026       | 65,000                | 1,144,975                |                             | 1,144,975                 | 1,146,601              | 1,626              | 100.14%                  |
| 12/01/2027       | 130,000               | 1,205,750                |                             | 1,205,750                 | 1,208,211              | 2,461              | 100.20%                  |
| 12/01/2028       | 205,000               | 1,272,300                |                             | 1,272,300                 | 1,272,943              | 643                | 100.05%                  |
| 12/01/2029       | 270,000               | 1,323,975                |                             | 1,323,975                 | 1,327,143              | 3,168              | 100.24%                  |
| 12/01/2030       | 345,000               | 1,381,425                |                             | 1,381,425                 | 1,383,541              | 2,116              | 100.15%                  |
| 12/01/2031       | 425,000               | 1,439,000                |                             | 1,439,000                 | 1,442,228              | 3,228              | 100.22%                  |
| 12/01/2032       | 515,000               | 1,501,375                |                             | 1,501,375                 | 1,503,293              | 1,918              | 100.13%                  |
| 12/01/2033       | 610,000               | 1,562,900                |                             | 1,562,900                 | 1,566,833              | 3,933              | 100.25%                  |
| 12/01/2034       | 700,000               | 1,613,250                |                             | 1,613,250                 | 1,616,146              | 2,896              | 100.18%                  |
| 12/01/2035       | 795,000               | 1,662,750                |                             | 1,662,750                 | 1,666,959              | 4,209              | 100.25%                  |
| 12/01/2036       | 900,000               | 1,716,075                |                             | 1,716,075                 | 1,719,319              | 3,244              | 100.19%                  |
| 12/01/2037       | 1,010,000             | 1,767,575                |                             | 1,767,575                 | 1,773,273              | 5,698              | 100.32%                  |
| 12/01/2038       | 1,135,000             | 1,826,925                |                             | 1,826,925                 | 1,828,867              | 1,942              | 100.11%                  |
| 12/01/2039       | 1,265,000             | 1,883,150                |                             | 1,883,150                 | 1,886,152              | 3,002              | 100.16%                  |
| 12/01/2040       | 1,405,000             | 1,940,925                |                             | 1,940,925                 | 1,945,179              | 4,254              | 100.22%                  |
| 12/01/2041       | 1,560,000             | 2,004,600                |                             | 2,004,600                 | 2,005,999              | 1,399              | 100.07%                  |
| 12/01/2042       | 1,720,000             | 2,063,200                |                             | 2,063,200                 | 2,068,668              | 5,468              | 100.27%                  |
| 12/01/2043       | 3,560,000             | 3,791,400                | -1,661,500                  | 2,129,900                 | 2,133,240              | 3,340              | 100.16%                  |
|                  | 16,615,000            | 33,081,504               | -3,281,463                  | 29,800,042                | 30,757,106             | 957,064            |                          |

## **EXHIBIT G**

### **Form Intergovernmental Agreement Between the District and Grand Junction**

#### **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION, COLORADO AND WESTERN SLOPE METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado (“City”), and WESTERN SLOPE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

#### **RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### **COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City, other jurisdiction, or an owners’ association, as appropriate, in a manner consistent with an Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code.

The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate and will do so either itself or by contract with owners’ association(s) as provided above. The District is authorized to provide for the ongoing operations and maintenance of landscaping improvements, and is authorized to provide covenant enforcement services, in accordance with Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. Revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District subject to the limitation



in Section V.A.9 of the Service Plan. Whether the facilities are operated directly by District, or are operated by an owners' association(s), user fees may be obtained by the District to offset the expenses.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and in accordance with the requirements of an Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, and Federal requirements.

4. Issuance of Privately Placed Debt.

(a) Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1-1101(7)(a), C.R.S. would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt.

(b) Such certification shall be provided to the City by the District no later than ten (10) days following the issuance of any such privately placed Debt.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area until such inclusion has been approved by the City as part of a Service Plan Amendment.

6. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District until such overlap has been approved by the City as part of a Service Plan Amendment.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direction imposition or by transfer of funds from the operating fund to the Debt service fund; nor (c) impose and collect any fees for the purpose of repayment of Debt.

8. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

9. Total Debt Issuance. The District shall not issue Debt in excess of twenty million dollars (\$20,000,000).

10. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

11. Bankruptcy Limitation. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

12. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge

of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

13. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges, and all other legally available revenue.

14. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

15. Annual Report. The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1<sup>st</sup> of each year.

(a) Report Contents.

The annual report shall include information as applicable for the reporting year as follows:

- (i) Boundary changes made.
- (ii) Intergovernmental Agreements with other governmental entities, either entered into or terminated.
- (iii) Access information to obtain a copy of rules and regulations adopted by the Board.
- (iv) A summary of all litigation involving public improvements owned by the District.
- (v) The status of the construction of public improvements by the District.
- (vi) A list of all facilities or improvements constructed by the District that were conveyed or dedicated to the City.
- (vii) The final assessed valuation of the District as of December 31 of the reporting year.
- (viii) A copy of the current year's budget.
- (ix) A copy of the audited financial statements, if required by the 'Colorado Local Government Audit Law', Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable.

(x) Notice of any uncured defaults existing for more than ninety (90) days under any Debt instrument of the District.

(xi) Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

16. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, as set forth below:

(a) The Maximum Debt Mill Levy shall be fifty (50) mills; subject to the Mill Levy Adjustment (as that term is defined in the Service Plan).

(b) To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

17. Debt Repayment Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time, as well as any and all other legally available revenue subject to the limitation in Section V.A.9 of the Service Plan.

18. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

19. Security for Debt. Approval of the Service Plan and this Agreement shall not be construed as a guarantee by the City of payment of any of the District’s obligations, nor shall anything in the Service Plan or this Agreement be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

20. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District                      Western Slope Metropolitan District  
                                                 c/o McGeady Becher P.C.  
                                                 450 E. 17th Ave., Suite 400  
                                                 Denver, CO 80203

To the City:                              City of Grand Junction  
                                                 c/o City Attorney  
                                                 250 N. 5<sup>th</sup> Street  
                                                 Grand Junction, Colorado 81501

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

21. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

22. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

23. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

24. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the Mesa County, Colorado.

25. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.



26. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

27. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

28. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

30. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

31. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT]**

**WESTERN SLOPE  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**CITY OF GRAND JUNCTION,  
COLORADO**

By: \_\_\_\_\_  
President of the City Council

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

**GRAND JUNCTION PLANNING COMMISSION**  
**July 25, 2023, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Scissors.

Those present were Planning Commissioners; Shanon Secrest, Melanie Duyvejonck, Kim Herek, and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Tamra Allen (Community Development Director), Jessica Johnsen (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 12 members of the public in attendance, and 0 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from July 11, 2023.

**REGULAR AGENDA**

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**1. Knoll Ridge Rezone**

**RZN-2022-1895**

Consider a request by Christopher and Patricia Jones, Property Owners, to rezone 1.54 acres from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) located at 645 Knoll Ridge Lane. This item was continued from the June 27, 2023 Planning Commission hearing.

*This item has been withdrawn by the applicant.*

**2. C ½ Road Gravel Pit CUP**

**CUP-2021-616**

Consider a Request by M & D Enterprises for a Conditional Use Permit to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a CSR (Community Services and Recreation) Zone District located at 2855 C 1/2 Road. This item was continued from the July 11, 2023 Planning Commission hearing.

*Applicant requested item to be reheard in full on August 22, 2023*

**3. John H Hoffman Filing 4 Rezone**

**RZN-2023-230**

Consider a request by Laurel Cole – Habitat for Humanity of Mesa County, property owner, to zone 1.22 acres from R-5 (Residential – 5 du/ac) to R-12 (Residential – 12 du/ac) located at 3041 D Road.

**Staff Presentation**

Jessica Johnsen, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Darah Galvin with Bray Real Estate was present and available for questions.

### **Questions for staff**

Commissioner Herek asked about the difference in the approval criteria between the presentation and the staff report.

### **Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, July 18, 2023, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Commissioner Ehlers asked about the density range for R-5 zones. He also asked if the City Housing Dept had any input on the requested rezone.

Commissioner Secrest asked why the request was for R-12 not R-8.

Darah Galvin responded to commissioner questions.

*The public hearing was closed at 5:50 p.m. on July 25, 2023.*

### **Discussion**

#### **Motion and Vote**

Commissioner Secrest made the following motion "Mr. Chairman, on the John H Hoffman Filing 4 Rezone request from an R-5 (Residential - 5 du/ac) zone district to an R-12 (Residential - 12 du/ac) zone district for the 1.22 acre property located at 3041 D Rd., City File Number RZN-2023-230, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in this staff report."

*Commissioner Herek seconded; motion passed 5-0.*

#### **4. Western Slope Metropolitan District**

**SDS-2023-431**

Consider a request by Goldberg Properties, Inc. for a Service Plan for the Western Slope Metropolitan District including 29.68 acres located at 766 24 Road and properties identified by Parcel Nos. 2701-332-00-028 and 2701-332-00-027.

#### **Staff Presentation**

Tamra Allen, Community Development Director, introduced exhibits into the record and provided a presentation regarding the request.

MaryAnn McGeady with McGeady Becher provided a presentation on the request and was available for questions.

## **Questions for staff**

Commissioner Ehlers asked about fluctuations in the assessed costs associated with the project. He asked for clarification on what the city would be responsible for regarding infrastructure improvements per the service plan and IGA. He asked if the cost estimates accounted for changes in the requirements for road infrastructure and improvements.

MaryAnn McGeady and Mark Goldberg responded to commissioner questions.

## **Public Hearing**

The public hearing was opened at 5:00 p.m. on Tuesday, July 18, 2023, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Commissioner Ehlers asked about the timeline for implementation of the service plan given the proposed update to the municipal code.

Commissioner Secrest asked about the public safety requirements following development of the site.

Tamra Allen responded to commissioner questions and comments and provided an amendment to the conditions of approval.

*The public hearing was closed at 6:43 p.m. on July 25, 2023.*

## **Discussion**

### **Motion and Vote**

Commissioner Ehlers made the following motion “Mr. Chairman, on the request for review and approval of the Service Plan for the Western Slope Metropolitan District, metropolitan district intended to serve the proposed Western Slope development, SDS-2023-431, I move that the Planning Commission forward a recommendation of conditional approval with the following conditions:

Condition 1: Approval of the form of an Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the Western Slope Metropolitan District.”

*Commissioner Secrest seconded; motion passed 5-0.*

## **OTHER BUSINESS**

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### **ADJOURNMENT**

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Commissioner Ehlers moved to adjourn the meeting.

*The vote to adjourn was 5-0.*

The meeting adjourned at 6:44 p.m.



**When Recorded Return To:**  
McGeady Becher P.C.  
Attention: MaryAnn McGeady  
450 East 17th Avenue, Suite 400  
Denver, CO 80203

**DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE  
WESTERN SLOPE METROPOLITAN DISTRICT PUBLIC IMPROVEMENT FEE**

THIS DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE WESTERN SLOPE METROPOLITAN DISTRICT PUBLIC IMPROVEMENT FEE ("PIF Covenant") is made as of this \_ day of \_\_\_\_, 202\_ ("Commencement Date"), by CV NG, LLC, a Colorado limited liability corporation or its assign ("Declarant").

**RECITALS**

A. Capitalized terms used in this PIF Covenant have the meanings set forth in Section 1 herein, and references to Sections and Exhibits refer to Sections and Exhibits of this PIF Covenant unless expressly stated otherwise.

B. A Plan of Development was approved for the property that consists primarily of a large retailer, with a mix of uses on the surrounding pad sites, together with on-site and off-site improvements.

C. As of the Commencement Date of this PIF Covenant, the Declarant is the fee owner of the Property described in **Exhibit A**, attached hereto and incorporated herein, located in the City.

D. Because the Property lacks access to infrastructure and improvements, the District was organized pursuant to Colorado law in order to provide for the financing, construction and completion of Public Improvements within or without its boundaries.

E. The Property is within the service area of the District.

F. The District desires to cause the construction of Public Improvements for the benefit of the Property.

G. In consideration of the benefits to be provided to the Property with respect to construction and installation of the Public Improvements, the Declarant has determined that it is necessary and desirable to impose a Public Improvement Fee on each PIF Sale that occurs from, within or upon the Property. Subject to the terms of this PIF Covenant, the Public Improvement Fees shall be collected by all PIF Obligors. The PIF Collection Agent will receive and remit the PIF Revenue to the Bond Trustee while Bonds are outstanding, and then to the District for application to the payment of Bond Requirements and the direct or indirect payment of any and all Public Improvements.

## DECLARATION

NOW, THEREFORE, in consideration of the provisions herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Declarant, Declarant hereby agrees and declares that upon the Commencement Date, this PIF Covenant shall be binding upon and effective against the Property and all successors in interest, assigns and transferees of the Property as follows:

1. **Defined Terms.** Except as otherwise expressly provided herein or unless the context requires otherwise, the singular of any term includes the plural of such term. The following terms, when used in this PIF Covenant, shall have the following meanings:

(a) **“Auditor”** means the PIF Collection Agent, District, Bond Trustee and any accountant or financial consultant designated by the issuer of the Bonds or any of the foregoing parties.

(b) **“Bond Documents”** means, collectively, the resolutions, indentures, pledge agreements, reimbursement agreements, loan agreements or other contracts under which the District issues one or more series of Bonds.

(c) **“Bond Requirements”** means the debt service on, and related costs in connection with, the Bonds, including, without limitation, payments with respect to principal, interest, prepayment premium; reserve funds; surplus funds; pledge agreements, sinking funds; costs of issuance; payments related to any credit enhancement, liquidity support or interest rate protection for the Bonds; fees and expenses of any trustee, bond registrar, paying agent, authenticating agent, rebate analyst or consultant, PIF Collection Agent, calculation agent, remarketing agent, or credit enhancement, liquidity support or interest rate protection provider; and other costs, fees and expenses related to the foregoing and any other amounts required to be paid by any Bond Documents.

(d) **“Bond Trustee”** means the commercial bank or other institution serving as trustee of the Bonds appointed pursuant to any Bond Documents or the lender in connection with the issuance of any Bonds.

(e) **“Bonds”** means, collectively, one or more series of bonds, notes or other obligations to be issued under the Bond Documents by the District, for the purpose of financing or refinancing the Public Improvements, and to which any PIF Revenue is pledged as security.

(f) **“City”** means the City of Grand Junction, Mesa County, State of Colorado.

(g) **“Code”** means the municipal code of the City of Grand Junction, Colorado.

(h) **“Confidential Information”** has the meaning set forth in Section 6 below.

(i) **“Commencement Date”** means the date on which this PIF Covenant is fully executed, recorded and operative with respect to the Property.

- (j) **“County”** means the County of Mesa, State of Colorado.
- (k) **“Declarant”** means the Declarant named in this PIF Covenant, as set forth in the introductory paragraph above, or a Person who is designated as Declarant in an instrument recorded in the real property records of Mesa County, Colorado, and executed by the immediately preceding Declarant.
- (l) **“Default Rate”** means twelve percent (12%) compounding annually, but if such rate exceeds the maximum interest rate permitted by State law, such rate shall be reduced to the highest rate allowed by State law under the circumstances.
- (m) **“District”** means Western Slope Metropolitan District formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., and any permitted successors and assigns.
- (n) **“Enforcing Party”** means the District, the PIF Collection Agent, the Bond Trustee or any person designated by any of the foregoing parties.
- (o) **“Lot”** means any platted lot that is a part of the Property.
- (p) **“Memorandum of Termination”** means the document recorded to terminate this PIF Covenant, as set forth in Section 11 below.
- (q) **“New Collection Agent”** means any replacement of the PIF Collection Agent, upon the mutual agreement of the City and the District, which may be given or withheld in each party’s sole discretion. A New Collection Agent shall be chosen pursuant to the terms of the PIF Collection Agreement.
- (r) **“Occupancy Agreement”** means any lease, sublease, license, concession or other agreement between an Owner and a PIF Obligor or between an Occupant and a PIF Obligor under which the PIF Obligor is given the right to possess or occupy any portion of the Owned/Leased Property in which such Owner or Occupant has a legal property right.
- (s) **“Occupant”** means any Person who has the legal right, pursuant to an Occupancy Agreement of any type or nature or otherwise, to possess or occupy any portion of the Property, including without limitation, any space within or without any building constructed on any portion of the Property; provided, however, that a mortgagee, trustee or beneficiary of a deed of trust, or any other person who has a right of possession primarily for the purpose of securing a debt or other obligation owed to such Person will not constitute an “Occupant” unless and until such Person becomes an Occupant or a mortgagee in possession or otherwise possesses or occupies a portion of the Property pursuant to the exercise of such right by an intentional or voluntary act of its own, whereupon the subject mortgagee, trustee, beneficiary or other Person will be an “Occupant” hereunder.
- (t) **“Owned/Leased Property”** means, with respect to any Owner, the portion of the Property in which such Owner owns a fee interest and, with respect to any Occupant, the portion of the Property in which such Occupant has the right to use, possess or occupy.

(u) **“Owner(s)”** means any Person that owns a fee interest in any portion of the Property, during the period of such ownership.

(v) **“Person(s)”** means an individual, firm, corporation, partnership, company, association, joint stock company, trust, body politic or any other incorporated or unincorporated organization or any trustee, receiver, assignee or other similar representative thereof.

(w) **“PIF or Public Improvement Fee”** means the public improvement fee imposed pursuant to this PIF Covenant against all PIF Sales initiated, consummated, conducted, transacted or otherwise occurring from or within the Property for the period commencing on the Commencement Date and ending upon recordation of the Memorandum of Termination pursuant to Section 11 herein.

(x) **“PIF Collection Agreement”** means, initially, that certain agreement between the PIF Collection Agent and the District, as amended and supplemented from time to time.

(y) **“PIF Collection Agent”** means, initially, Pinnacle Consulting Group, Inc., or any successor thereto, responsible for administering and collecting the Public Improvement Fee pursuant to the PIF Collection Agreement for the benefit of the District.

(z) **“PIF Covenant”** has the meaning set forth in the introductory paragraph.

(aa) **“PIF Obligor(s)”** means any Retailer or any other Person who engages in PIF Sales and is therefore obligated to pay Public Improvements Fees with regard to such PIF Sales pursuant to the terms of this PIF Covenant.

(bb) **“PIF Period”** means the period beginning on the Commencement Date and ending upon the recordation of the Memorandum of Termination pursuant to Section 11 herein during which time the PIF is imposed pursuant to this PIF Covenant.

(cc) **“PIF Rate Cap”** has the meaning set forth in Section 2.

(dd) **“PIF Revenue”** means the revenue derived from the imposition of the Public Improvement Fee, including all late fees, interest and penalties payable in accordance with this PIF Covenant.

(ee) **“PIF Sale(s)”** means any exchange of goods, labor or services for money or other media of exchange initiated, consummated, conducted, transacted or otherwise occurring from or within the Property, that is subject to sales taxation by the City pursuant to the Sales Tax Code. Only those sales of goods or services that are taxable under the Sales Tax Code shall be subject to the imposition of the Public Improvement Fee. The sale of tangible personal property, labor or services initiated, consummated, conducted, transacted or otherwise occurring from or within the Property will constitute a PIF Sale notwithstanding the fact that the subject tangible personal property, labor or services may be delivered to the purchaser outside the Property. The Public Improvement Fee shall not be considered revenue of the City for any purpose.

(ff) **“Property”** means 766 24 Road in Grand Junction, Colorado, an approximately 30-acre parcel located at the Northeast corner of Interstate 70 and 24 Road, as described on **Exhibit A**.

(gg) **“Public Improvements”** means the design, construction, acquisition, installation, repair, replacement, operation, maintenance and provision of public improvements, facilities and services that benefit the Property or any portion thereof. Improvements may include, without limitation, parking facilities, streets, bridges, curbs, gutters, medians, sidewalks, streetlights, traffic safety devices, signage, freeway interchanges, bicycle paths, utilities, electrical, gas, communication improvements, emergency services, security measures, technology systems, energy generating systems, identification systems, storm drainage facilities, water improvements, sanitary sewer improvements, fire water distribution and storage systems, fire suppression systems, flood and surface drainage, mosquito control, parks, open space, landscaping, irrigation, passive and active recreational improvements, streetscaping, signage, statues, decorative structures, monuments, the building structure and all interior and exterior patios or atriums or verandas, driveways, gathering spaces, walkways, courtyards and any other improvements that benefit the Property or any portion thereof.

(hh) **“Purchaser”** means the purchaser or recipient of goods or services or both in a PIF Sale.

(ii) **“Reports”** means true and complete copies of all written reports, returns, statements, records and declarations, including any supplements or amendments thereto.

(jj) **“Report Recipients”** means collectively the PIF Collection Agent, Declarant, Bond Trustee and District.

(kk) **“Retailer”** means any Person, including the Declarant, Owner and any Occupant, who is a seller or provider of goods or services and who engages in any PIF Sales initiated, consummated, conducted, transacted or otherwise occurring from or within the Property.

(ll) **“Sales Tax”** means the sales tax levied by the City pursuant to the Sales Tax Code.

(mm) **“Sales Tax Code”** means Section 3.12 of Chapter 3 of Volume 1 of the Code, as amended. The PIF Sale shall be determined using the provisions of the City Code as such exist on the Commencement Date, and as attached hereto and incorporated herein as **Exhibit B**.

(nn) **“Sales Tax Credit”** means the two percent (2%) credit implemented by the City against sales tax obligations on PIF Sales.

(oo) **“State”** means the State of Colorado.

**2. Imposition of Public Improvement Fee and Sales Tax Credit.** The rate of Public Improvement Fee assessed hereunder on PIF Sales shall be two percent (2%)(“PIF Rate Cap”). The Sales Tax Credit will be equivalent at all times during the PIF Period to the rate of the PIF.



### **3. Collection of Public Improvement Fees.**

(a) ***Collection and Remittance of Public Improvement Fees.*** The PIF Collection Agent will receive and remit the PIF Revenue to the Bond Trustee in accordance with the Bond Documents. Every PIF Obligor shall collect Public Improvement Fees from the Purchaser on each PIF Sale and shall remit such Public Improvement Fees to the PIF Collection Agent in accordance with this PIF Covenant and the PIF Collection Agreement.

(b) ***Public Improvement Fee Provisions in Occupancy Agreements.*** Every Owner or Occupant who permits a PIF Obligor to possess, use or otherwise occupy any portion of its Owned/Leased Property shall, pursuant to the Occupancy Agreement by virtue of which such PIF Obligor possesses such right, expressly require that such PIF Obligor collect a Public Improvement Fee on each PIF Sale for which such PIF Obligor is acting in its capacity as a PIF Obligor, and remit such Public Improvement Fee to the PIF Collection Agent in accordance with this PIF Covenant. No Owner or Occupant shall allow a PIF Obligor to possess, use or otherwise occupy any portion of its Owned/Leased Property without entering into a legal, valid and binding Occupancy Agreement containing provisions setting forth the PIF Obligor's obligation to collect and remit the Public Improvement Fee in accordance with this PIF Covenant and otherwise comply with the provisions hereof. Failure of an Owner or Occupant to comply with this Section 3(b) shall not relieve a PIF Obligor from its obligation to collect and remit the Public Improvement Fee in accordance with this PIF Covenant and otherwise comply with the provisions hereof.

(c) ***Acknowledgment of Fee Not Tax.*** DECLARANT HEREBY ACKNOWLEDGES, AND ANY OTHER OWNER BY ACQUIRING FEE TITLE TO ANY PORTION OF THE PROPERTY SUBJECT TO THIS PIF COVENANT AND ANY OCCUPANT BY ACQUIRING THE RIGHT TO POSSESS OR OCCUPY ANY PORTION OF THE PROPERTY SUBJECT TO THIS PIF COVENANT WILL BE DEEMED TO HAVE ACKNOWLEDGED, AND EACH OWNER AND OCCUPANT WILL CAUSE ANY PIF OBLIGOR WHOM SUCH OWNER OR OCCUPANT PERMITS TO POSSESS OR OCCUPY ANY PORTION OF ITS OWNED/LEASED PROPERTY TO ACKNOWLEDGE, PRIOR TO CONDUCTING ANY BUSINESS ON ANY PORTION OF THE OWNED/LEASED PROPERTY, THAT THE PUBLIC IMPROVEMENT FEE IS NOT A TAX IN ANY FORM AND THAT THE AUTHORITY OF THE DECLARANT, DISTRICT, BOND TRUSTEE AND PIF COLLECTION AGENT TO RECEIVE THE PUBLIC IMPROVEMENT FEE IS DERIVED THROUGH THIS PIF COVENANT AND THE PIF COLLECTION AGREEMENT.

(d) ***Adjustments; Credits; and Rebates of Public Improvement Fee by PIF Obligors.*** Each PIF Obligor shall have the right to make or apply adjustments, exemptions, credits and rebates to the Public Improvement Fee, but only to the same extent adjustments, exemptions, credits and rebates may be made to the respective Sales Tax under the Code. If an adjustment results in a refund of a Public Improvement Fee, the PIF Obligor shall process the refund for such adjusted Public Improvement Fee in a manner substantially similar to the respective process used and required by the City for an adjustment of the respective Sales Tax or in such manner that is otherwise agreed to in writing by the District. A PIF Obligor may claim any credit or refund in the next reporting period by use of the standard reporting and remittance forms. Each Owner and each Occupant who is a PIF Obligor shall provide the PIF Collection Agent with its name and address

prior to conducting any retail business on any portion of the Property.

#### **4. Public Improvement Fee Information to PIF Obligors.**

(a) ***Payment Procedures and Other Information.*** The PIF Collection Agent shall provide specific instructions regarding reporting forms and payment procedures for the Public Improvement Fee to all PIF Obligors. The PIF Collection Agent shall promptly notify all PIF Obligors of any procedures that the PIF Obligors must follow with respect to informing PIF Sales customers of the existence and nature of the Public Improvement Fee, as such procedures are established by the PIF Collection Agent in order to comply with the Bond Documents, any applicable laws and reasonable business practices. Upon notice from the District, the PIF Collection Agent shall provide all PIF Obligors with sixty (60) days prior written notice of any increase or decrease in the Public Improvement Fee rate.

(b) ***Notice of Public Improvement Fee on Sale Receipts.*** All PIF Obligors shall, with respect to each PIF Sale, inform all Purchasers on the point of sale receipt issued by the PIF Obligor of each of the following as applicable: (i) total amount of Sales Tax and (ii) total amount of the Public Improvement Fee due and payable in connection with such PIF Sale.

(c) ***PIF Obligor Contact Information.*** For purposes of providing information to PIF Obligors relating to the Public Improvement Fee, each Owner or Occupant shall, within ten (10) business days after authorizing any PIF Obligor to occupy any portion of its Owned/Leased Property or upon receipt of a written request therefore from the District or the PIF Collection Agent, provide the PIF Collection Agent with the name and address of each PIF Obligor that occupies or has the contractual right to occupy any portion of the Owned/Leased Property.

(d) ***Supplemental Information.*** On and after the Commencement Date, the PIF Collection Agent may from time to time provide supplemental information to PIF Obligors relating to the calculation, payment and reporting of the Public Improvement Fee, including (i) uniform guidelines specifying any change in the rate of the Public Improvement Fee on each PIF Sale, or the scope of PIF Sales for purposes of calculating and collecting the Public Improvement Fee and (ii) alternate collection and reporting procedures which procedures shall take effect no earlier than thirty (30) days after written notice has been provided to all PIF Obligors within the Property.

(e) ***Reliance on Information Provided by PIF Collection Agent.*** Each PIF Obligor will be entitled to rely on the information provided by the PIF Collection Agent for purposes of compliance with this PIF Covenant.

(f) ***New Collection Agent.*** In the event of a New Collection Agent, the District shall provide each PIF Obligor with written notice containing the name and address of the New Collection Agent, and each PIF Obligor shall be entitled to rely upon such written notice of the designation of the New Collection Agent.

#### **5. Calculation, Payment and Reporting of Public Improvement Fee.**

(a) ***Due Date and Calculation.*** All Public Improvement Fees shall be due and payable

without notice on the date required for payment of the respective Sales Tax. The Public Improvement Fee shall be calculated and imposed on each PIF Sale and added to the price of such PIF Sale transaction prior to the calculation and assessment of any City, County or State sales tax, and before any sales taxes of any other taxing entity required to be imposed by law on a PIF Sale. All Sales Tax, and, to the extent that other taxes apply to the PIF Sale transaction, all taxes of the County, State and other taxing entities shall be calculated and assessed on the sum of the PIF Sale price plus the amount of the Public Improvement Fee.

(b) **Payment.** Whether or not collected from PIF Sales customers, each PIF Obligor shall, on a regular basis consistent with the payment requirements under the Sales Tax Code, pay all Public Improvement Fees due and owing hereunder (if any) on all PIF Sale transactions initiated, consummated, conducted, transacted or otherwise occurring the immediately preceding reporting period from or within any portion of the Owned/Leased Property occupied by such PIF Obligor during such period. Each PIF Obligor shall pay all Public Improvement Fees directly to the PIF Collection Agent. The procedures for the imposition, collection, segregation, payment and reporting (but not for the calculation) of the Public Improvement Fee shall be substantially similar in all material respects to those set forth in the Sales Tax Code or as otherwise set forth in any supplemental information provided by the PIF Collection Agent.

(c) **Reporting.** Each PIF Obligor shall report all PIF Sales and remit the Public Improvement Fees thereon to the PIF Collection Agent on a regular basis at the same time that the PIF Obligor reports and remits Sales Taxes to the City, employing reporting forms and following procedures provided by the PIF Collection Agent that are intended to be substantially similar to those used and required by the City for the remittance of the Sales Tax. Specific instructions regarding reporting forms and payment procedures for the Public Improvement Fee will be provided to all PIF Obligors by the PIF Collection Agent, and each PIF Obligor will be entitled to rely thereon for purposes of compliance with this Section 5. Upon notice being provided pursuant to Section 4(c) above, the PIF Collection Agent shall promptly notify in writing each PIF Obligor of the name and address of the PIF Collection Agent and provide appropriate directions for payment and reporting of the Public Improvement Fees. For purposes of compliance with this Section 5, each PIF Obligor will be entitled to rely upon such written notice of the designation of the PIF Collection Agent. No provision of this PIF Covenant shall be construed or applied to alter, modify, limit or affect any sales taxes that may be imposed by the City, County or State, or any other applicable taxing authority.

**6. Audits and Release of Information by Collecting Agent.** By acquiring a possessory interest in and to any portion of the Owned/Leased Property that is subject to the terms and conditions of this PIF Covenant, each PIF Obligor hereby specifically authorizes the Auditor to audit its books and records with respect to that portion of the Owned/Leased Property occupied by such PIF Obligor to determine compliance with the Public Improvement Fee collection and remittance obligations of such PIF Obligor under this PIF Covenant and to release to the District, the PIF Collection Agent and the Bond Trustee (but not to any other Person, except as required by law) such audited information and any Reports, returns (including sales tax returns) and other documents delivered to the Auditor by the PIF Obligor and any relevant information gathered by the Auditor during an audit or in reviewing such Reports, returns or other documents (collectively, the "Confidential Information"); provided, however, that (i) no Auditor may be engaged on a

contingency-based compensation system, and (ii) all Confidential Information, together with the contents thereof, shall be deemed proprietary, shall be kept strictly confidential and shall not be disclosed or otherwise published by any Person to whom the Auditor so releases Confidential Information, except for such disclosures or publications as may be required by law. Without limiting the foregoing confidentiality and non-disclosure requirements, any publication or disclosure of Confidential Information submitted by or pertaining to a PIF Obligor (or the contents of such Confidential Information) by the Bond Trustee, District, PIF Collection Agent or by anyone else to whom the Auditor is required by law to disclose Confidential Information will, unless otherwise prohibited or restricted by law, be made only on an aggregated basis together with similar information submitted by other PIF Obligors and without direct disclosure of the specific Public Improvement Fee collections or PIF Sale transactions of such PIF Obligor.

## **7. Compliance and Enforcement.**

(a) Each PIF Obligor shall comply with all policies and requirements of the PIF Collection Agent and the District regarding the collection and remittance of Public Improvement Fees and notification to PIF Sales customers of the imposition and collection of the Public Improvement Fee as such policies and requirements may be amended from time to time. The failure or refusal of any PIF Obligor to collect or remit the Public Improvement Fee, or to comply with the requirements concerning notification to PIF Sales customers as required in this PIF Covenant, will constitute a default by such PIF Obligor under the terms of this PIF Covenant.

(b) The District and Bond Trustee are hereby expressly made third party beneficiaries of each PIF Obligor's obligations under this PIF Covenant, including without limitation, the collection and remittance of the Public Improvement Fees. Declarant hereby acknowledges, and any other Owner by acquiring fee title to any portion of the Property subject to this PIF Covenant and any Occupant by acquiring the right to possess or occupy any portion of the Property subject to this PIF Covenant will be deemed to have acknowledged, and each Owner and Occupant will cause any PIF Obligor whom such Owner or Occupant authorizes to possess or occupy any portion of its Owned/Leased Property to acknowledge, prior to conducting any business at any Owned/Leased Property, that the District, PIF Collection Agent and Bond Trustee will have a direct cause of action and full right and authority to enforce each PIF Obligor's and Occupant's obligations under this PIF Covenant, and that no default by an occupant under any provision of the Occupancy Agreement pursuant to which a PIF Obligor occupies any portion of such Owned/Leased Property will entitle any PIF Obligor to any offset, deduction or other defense to payment of all Public Improvement Fees due hereunder.

(c) All Public Improvement Fees that are not paid when due hereunder will bear interest at the Default Rate and will be subject to a late fee imposed per the terms of the PIF Collection Agreement from time to time in an amount not to exceed ten percent (10%) of the amount due for each thirty (30)-day period for which Public Improvement Fees remain unpaid. Any PIF Obligor who fails to make timely remittance of any Public Improvement Fees shall pay, or reimburse the District, Bond Trustee and PIF Collection Agent for, all costs of enforcement and collection thereof, including reasonable attorneys' fees.

(d) Notwithstanding anything to the contrary contained in this PIF Covenant, an

Enforcing Party shall have the right to enforce all provisions of this PIF Covenant against any PIF Obligor that fails to comply with any term or condition of this PIF Covenant. An Enforcing Party shall also be awarded and recover from any defaulting PIF Obligor all reasonable costs and expenses incurred by such Enforcing Party in successfully enforcing the obligations of such PIF Obligor under this PIF Covenant in any legal proceeding brought or defended by such Enforcing Party.

(e) All Public Improvement Fees and related fees and expenses that are not paid when due hereunder shall constitute a lien against the Owned/Leased Property on which PIF Sales occurred but Public Improvement Fees were not fully paid when due. The lien shall attach from the date that a Public Improvement Fee was not paid when due and may, but need not be, evidenced by the recordation of a statement of lien in connection therewith and shall be enforceable in any judicial or non-judicial proceeding allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage, deed of trust or mechanic's lien under the applicable provisions of the laws of the State.

## **8. Use and Pledge of PIF Revenue.**

(a) The PIF Revenue may be used for acquiring, designing, constructing and installing Public Improvements as well as funding the District's administrative, operations and maintenance costs of the Public Improvements and the payment of Bond Requirements. Any right, title and interest of the Declarant in the PIF Revenue is hereby assigned by the Declarant to the District; provided, however, notwithstanding any such assignment, the Declarant is entitled to enforce this PIF Covenant against any Occupant or PIF Obligor for the benefit of the District in accordance with the provisions contained herein. The District is hereby expressly authorized to pledge and assign all or a portion of the PIF Revenue to the payment of Bond Requirements in accordance with the terms of the Bond Documents, subject to the terms and provisions of this PIF Covenant. The PIF Collection Agent is hereby authorized to pay so much of the Public Improvement Fees received by it as may be pledged to the Bond Trustee or to any other Person entitled thereto pursuant to the terms of the PIF Collection Agreement and the Bond Documents.

(b) PIF Revenue shall not be pledged to or used for any other purpose, except for those set forth in Section 8(a) hereof. In no event shall the revenue hereunder constitute rents, issues, profits, revenue, royalties, contract rights or benefits of any portion of the Property under any deed of trust, mortgage, loan agreement, lease agreement or other contract, except as may be expressly provided in the Bond Documents.



**9. General Acknowledgments.** Subject to the express terms of this Section, it is intended and hereby declared that (i) the Public Improvement Fee is a charge imposed on each PIF Sale transaction to be collected by PIF Obligors for the purpose of paying for the construction, operation and maintenance of the Public Improvements benefiting the Property on which the PIF Obligor conducts its business; (ii) the nature of the Public Improvement Fee is that of a contractual charge imposed for the benefit of users of the Property and the Public Improvements thereon and is not imposed through the exercise of any governmental power of the District or any other public entity; (iii) Public Improvement Fees are not tax revenue in any form and the Public Improvement Fee is not enforceable by the City as a tax; (iv) all Public Improvement Fees received by the PIF Collection Agent or the District will be used to pay and discharge the Bond Requirements, to acquire, construct, operate, maintain and otherwise pay for the Public Improvements or as may otherwise be provided in this PIF Covenant, PIF Collection Agreement or Bond Documents for the benefit of the Property; and (v) the authority of the District, PIF Collection Agent and Bond Trustee to receive the Public Improvement Fees is derived through this PIF Covenant as supplemented by the PIF Collection Agreement, Bond Documents and any agreement with the PIF Collection Agent.

Declarant hereby acknowledges, and all Owners, Occupants and PIF Obligors, by acquiring the right to own, use, possess or otherwise occupy any portion of the Property are deemed to have acknowledged, prior to conducting any business upon any portion of the Property, THAT THE PROVISIONS OF THIS PIF COVENANT HAVE BEEN AGREED TO BY THE DISTRICT AND THE BOND TRUSTEE AND THAT THE DISTRICT AND THE BOND TRUSTEE ARE RELYING UPON THIS PIF COVENANT AND THE RECEIPT OF PUBLIC IMPROVEMENT FEES HEREUNDER IN TAKING CERTAIN ACTIONS WITH RESPECT TO FINANCING OR REFINANCING PUBLIC IMPROVEMENTS AND THE UNDERTAKING OF THE ACQUISITION, CONSTRUCTION AND COMPLETION OF THE PUBLIC IMPROVEMENTS AND THE INCURRENCE OF MAINTENANCE AND OPERATIONS COSTS IN CONNECTION THEREWITH WITH THE EXPRESS UNDERSTANDING AND CONDITION THAT THE EXPRESS PROVISIONS CONTAINED IN THIS PIF COVENANT WILL NOT BE AMENDED, MODIFIED OR WAIVED WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT, DISTRICT AND, IF REQUIRED BY THE BOND DOCUMENTS, THE BOND TRUSTEE; ACCORDINGLY, DECLARANT HEREBY AGREES AND ALL OWNERS, OCCUPANTS AND PIF OBLIGORS ARE DEEMED TO HAVE AGREED THAT, SUBJECT TO SECTION 19 BELOW, NO AMENDMENT OR MODIFICATION WILL BE MADE TO, NOR ANY WAIVER MADE OR ACCEPTED BY DECLARANT, OWNER, OCCUPANT OR PIF OBLIGOR WITH RESPECT TO THIS PIF COVENANT, AND THAT ANY SUCH PURPORTED AMENDMENT, MODIFICATION OR WAIVER WILL BE VOID AND OF NO FORCE AND EFFECT WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT, DISTRICT AND, IF REQUIRED BY THE BOND DOCUMENTS, BOND TRUSTEE.

**10. Owner/Occupant Obligations.** Each Owner and Occupant will cause each PIF Obligor to whom such Owner or Occupant leases, or whom such Owner or Occupant otherwise authorizes to occupy any portion of its Owned/Leased Property under an Occupancy Agreement with such PIF Obligor, to acknowledge and agree to all provisions of this PIF Covenant. The Occupancy Agreement shall expressly provide that in addition to the default provisions under this PIF Covenant, failure by the PIF Obligor to pay the full amount of all Public Improvement Fees due and owing hereunder shall constitute a default of the Occupancy Agreement; provided, however, that this sentence does not apply to an Owner who is a PIF Obligor.

**11. Termination.** This PIF Covenant shall automatically terminate and be of no further force or effect if the Bonds are not issued by April 7, 2024. After the issuance of the Bonds, upon the District's determination, in its sole and exclusive discretion, that (a) there is no further present or future need for the financing, refinancing, construction, operation or maintenance of Public Improvements, and (b) no Bonds are outstanding, then the District may execute and record in the Office of the Clerk and Recorder of the County a Memorandum of Termination to this PIF Covenant acknowledging that the District has made such determination, no Bonds are outstanding and declaring that this PIF Covenant is terminated and that no further Public Improvement Fees will be imposed on any PIF Sale occurring after the date of recording of such Memorandum of Termination.

**12. Governing Law.** This PIF Covenant will be governed by, and enforced in accordance with, the laws of the State of Colorado. Venue for legal proceedings shall be proper in the jurisdiction where the Property is located.

**13. Covenants Run with the Land.** The covenants, agreements, promises and duties as set forth in this PIF Covenant will run with the Property and be enforceable against both the covenantors and the Property and will constitute equitable servitudes burdening both the respective covenantor and the Property for the benefit of the respective covenantee. Each covenant to do or refrain from doing some act on or with respect to activities on any portion of the Property under this PIF Covenant (i) is a burden upon such portion of the Property and is for the benefit of the remainder of the Property, (ii) will be a covenant running with the land with respect to both the burdened and benefited portions of the Property, and (iii) will be binding upon each Owner, Occupant and PIF Obligor and each successor to their respective interests in the Property and will inure to the benefit of the District, PIF Collection Agent and Bond Trustee until termination of the PIF Covenant pursuant to Section 11, at which time a Memorandum of Termination shall be recorded. If and to the extent that any of the covenants or other provisions herein would otherwise be unlawful or void for violation of (i) the rule against perpetuities, (ii) the rule restricting restraints on alienation or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned will continue and endure only until the expiration of a period of ninety (90) years after the Commencement Date.

**14. Severability.** Invalidation of any of the provisions contained in this PIF Covenant, or of the application thereof to any Person by judgment or court order, will in no way affect any of the other provisions of this PIF Covenant or the application thereof to any other Person or circumstance, and the remainder of this PIF Covenant will remain in effect; provided, however,

that in the event such invalidation would render the remaining portions of this PIF Covenant ineffective to carry out the intentions of Declarant as expressed or implied by this PIF Covenant, then the objectionable provision(s) hereof will be construed, and this PIF Covenant will be presumed amended, as if such provision was replaced with an enforceable provision which effectuates, as nearly as possible, the intentions of Declarant, which includes the payment of Public Improvement Fees as provided in this PIF Covenant for the purpose of paying the costs of financing or refinancing the Public Improvements.

**15. No Dominion or Control by Declarant.** Notwithstanding anything contained in this PIF Covenant to the contrary, Declarant does not have and will not be legally entitled, authorized or empowered to exercise any dominion or control over any of the PIF Revenue. To the extent any PIF Revenue is collected by the Declarant, it is hereby acknowledged that the Declarant is merely acting on behalf of the PIF Collection Agent and the District in implementing this PIF Covenant in the capacity of a nominee and will not exercise any dominion or control over such PIF Revenue.

**16. Certain Provisions Regarding Declarant.** The Declarant shall not (i) assign its rights or delegate its duties hereunder, in whole or in part, to any Person without obtaining the prior written consent of the District, such consent not to be unreasonably withheld, (ii) take any action, or fail to take any action within its powers hereunder, which could interfere with or impede the collection by, and delivery of PIF Revenue to the District or (iii) amend, modify or waive any express provisions contained in this PIF Covenant without complying with Section 19. Upon the reasonable request of the District, the Declarant will enforce the provisions of this PIF Covenant, subject to the understanding that the District, PIF Collection Agent, and, if required by the Bond Documents, the Bond Trustee, have the primary enforcement obligations hereunder.

**17. No Operating Covenant.** This PIF Covenant is not intended to, and does not, create or impose any obligation on an Owner, Occupant or PIF Obligor to operate, continuously operate or cause to be operated a business or any particular business on the Property. If such an obligation exists in any other agreement, this PIF Covenant is not intended to and does not limit or enlarge such other obligation.

**18. Amendment by Declarant.** Declarant may make amendments to the provisions of this PIF Covenant with the prior written consent of (i) the Owners who hold a fee interest in not less than fifty-one percent (51%) of the total acreage of the Property, (ii) the District and (iii) the Bond Trustee, if consent of the Bond Trustee is required by the Bond Documents; provided, however, if the proposed amendment would result in the reduction of PIF Revenue, in addition to the foregoing, such proposed amendment shall also require the prior written consent of the owners of the Bonds then outstanding in the same percentage and manner as would be required, as provided in the Bond Documents, for an amendment to the Bond Documents that would have the effect of reducing or impairing the revenue pledged to the Bonds or the security pledge thereto. Additionally, subject to the prior written consent of the District, Declarant may take the necessary and appropriate action to cause additional real property to be subject to this PIF Covenant, but only with the prior consent of one hundred percent (100%) of the Persons owning a fee interest in the property proposed to be subjected to this PIF Covenant.

**19. Notice to PIF Obligors.** Whenever notice to any PIF Obligor is required pursuant to the

provisions of this PIF Covenant, the notice provided shall be deemed sufficient if given in writing to such PIF Obligor at the addresses previously provided to the party giving such notice or at another address which became known to the party giving such notice after a reasonably diligent effort to ascertain the address of such PIF Obligor, including without limitation the address of such PIF Obligor listed in the City's sales tax records.

**20. Notice to PIF Collection Agent, District, and/or Bond Trustee.** Whenever notice to the PIF Collection Agent, District, and/or Bond Trustee is required pursuant to the provisions of the PIF Covenant, the notice provided shall be deemed sufficient if given in writing and delivered to the addresses below. Any change to notice party or notice address provided herein shall not be deemed an amendment of this PIF Covenant requiring consent pursuant to Section 19.

|                                 |                                                                                                                                                                                                              |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the PIF Collection Agent: | Pinnacle Consulting Group, Inc.<br>Attention: Peggy Dowswell, CPA<br>550 West Eisenhower Boulevard<br>Loveland, CO 80537<br><a href="mailto:peggyd@pcgi.com">peggyd@pcgi.com</a>                             |
| If to the Bond Trustee:         | UMB Bank<br>Attention: Jacque Schwartz<br>1670 Broadway<br>Denver, CO 80202<br><a href="mailto:jacque.schwartz@umb.com">jacque.schwartz@umb.com</a>                                                          |
| If to the District:             | McGeady Becher P.C.<br>Attention: MaryAnn McGeady<br>450 East 17 <sup>th</sup> Street, Suite 400<br>Denver, CO 80203<br><a href="mailto:mmcgeady@specialdistrictlaw.com">mmcgeady@specialdistrictlaw.com</a> |
| If to Declarant:                | CV NG, LLC<br>Attention: Mark Goldberg<br><br>_____<br>_____<br>_____                                                                                                                                        |

**21. No Other Third Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this PIF Covenant, and all rights of action relating to such enforcement, shall be strictly reserved to the Declarant, District, Bond Trustee, PIF Collection Agent and any other Person as expressly designated herein, and their duly authorized successors and assigns, and nothing contained in this PIF Covenant shall give or allow any such claim or right of action by any other Person with respect to this PIF Covenant; provided, however, that each PIF Obligor shall be, a beneficiary of, and be entitled to enforce, the confidentiality provisions set forth in this PIF Covenant.

CV NG, LLC, a Colorado limited liability corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Declaration of Covenants Imposing and Implementing the Western Slope Metropolitan District Sales Public Improvement Fee was acknowledged before me this this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CV NG, LLC, a Colorado limited liability corporation.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



## **EXHIBIT A**

### **Legal Description of the Property**

#### **MERKEL TRACT:**

THE SOUTH 5 ACRES OF LOTS 11 AND 12 AND THE NORTH 10 ACRES OF LOTS 13 AND 14 IN POMONA PARK; EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN BOOK 861 AT PAGE 279, COUNTY OF MESA, STATE OF COLORADO

#### **THRAILKILL TRACT I:**

ALL THAT PORTION OF THE SOUTH ONE-HALF OF LOTS 13 AND 14 OF POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, LYING NORTH OF INTERSTATE NO. 70, COUNTY OF MESA, STATE OF COLORADO.

#### **THRAILKILL TRACT II:**

THE NORTH 15 ACRES OF LOTS 11 AND 12, POMONA PARK, SECTION 33, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THAT PORTION THEREOF CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO FOR THE RIGHT-OF-WAY OF INTERSTATE NO. 70 ON THE SOUTHWEST PORTION OF SUCH PARCEL BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 264 UNDER RECEPTION NO. 855279, COUNTY OF MESA, STATE OF COLORADO.

## **EXHIBIT B**

### **Applicable Provision of Sales Tax Code**

#### **3.12.051 Sales Tax Credit**

Notwithstanding any other provision of this Article, and in order to implement the provisions of the PI Funding Agreement, dated as of the Effective Date thereof (as amended or supplemented from time to time, the “PI Funding IGA”), by and among the City of Grand Junction, the Western Slope Metropolitan District and CV NG, LLC, there shall be granted to each person or entity obligated to pay, collect or remit sales tax on the sale of tangible personal property at retail or the furnishing of services, which are subject to City sales tax occurring within the PIF Property, as defined in the PIF Covenant, and incorporated herein by this reference, a tax credit against collection of the sales tax as hereinafter set forth. Such sales tax credit shall be granted in form of a reduction in the applicable sales tax rate in an amount equivalent to two and 00 hundredths percent (2.00%), the rate of the Credit PIF, and shall attach to a particular transaction only to the extent that the PIF Revenues are received by the PIF Collecting Agent for such transaction. The sales tax credit shall be automatic and shall take effect immediately upon the occurrence of a Taxable Sales Transaction as defined in this Code and the PI Funding IGA, within the PIF Property but shall be subject to the applicable retailer’s remittance to and receipt by the PIF Collecting Agent of the Credit PIF Revenues in accordance with the PIF Covenant and the PI Funding IGA. The Sales Tax Credit shall be granted during the Credit PIF Period and shall automatically terminate when the Credit PIF Period terminates.

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_ -23**

**A RESOLUTION APPROVING THE SERVICE PLAN FOR THE WESTERN SLOPE METROPOLITAN DISTRICT AND AN INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF PUBLIC IMPROVEMENTS AND SUCH OTHER DOCUMENTS AND AGREEMENT(S) RELATED TO THE PURPOSES OF THE DISTRICT**

**RECITALS:**

Pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan ("Service Plan") for the proposed Western Slope Metropolitan District ("District") has been submitted to the Grand Junction, Colorado ("City") City Council ("Council"). A copy of the Service Plan including all exhibits is attached hereto as Exhibit "A".

Pursuant to the provisions of Title 32, Article 1, of the Colorado Revised Statutes (C.R.S.), as amended, and the Grand Junction Municipal Code ("GJMC") on July 19, 2023, the Council scheduled a public hearing on the Service Plan for August 16, 2023 ("Hearing").

Notice of the Hearing was duly published in the *Daily Sentinel*, a newspaper of general circulation within the City, on July 16, 2023, a date no less than 20 days prior to the Hearing, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Department of Local Affairs, and the governing body of each municipality and Title 32 Special District that has levied *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District.

The Council has considered the Service Plan and the testimony and evidence presented at the Hearing.

The Council finds that the Service Plan is and hereby shall be approved subject to compliance with other applicable law and other conditions precedent to formation of the District and/or financing of the District or its exercising the powers and authority described therein, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended: Furthermore, the District shall execute such Intergovernmental Agreement(s) (IGA) and such other documents and agreements as acceptable to the City Manager for the performance of any services between the proposed District and the City that are now attached to the Service Plan and/or are necessary or required for the purposes of the District.

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

1. The Recitals of this Resolution are incorporated herein by reference.

2. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the Service Plan for the District have been fulfilled and that notice of the Hearing was given in the time and manner required by law.

3. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

(b) The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

(c) The proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries; and

(d) The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. This Resolution shall be filed in the records of the City and a copy thereof submitted to the petitioners for the District for filing in the District Court of Mesa County, Colorado.

5. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**PASSED, ADOPTED AND APPROVED** this 16<sup>th</sup> day of August 2023.

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. \_\_23**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION, THE WESTERN  
SLOPE METROPOLITAN DISTRICT AND CV NG, LLC REGARDING THE FUNDING  
OF PUBLIC IMPROVEMENTS  
(THE “PI FUNDING AGREEMENT”)**

**RECITALS:**

The City of Grand Junction, Colorado (“**City**”) is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado.

Consistent with the purposes for which it is being organized, the Western Slope Metropolitan District (“**District**”) will be proceeding with the issuance of bonds upon its organization to fund certain public improvements (“**Bonds**”) estimated to cost Twelve Million Five Hundred Thousand (\$12,500,000) Dollars authorized by its Service Plan approved by the City at a public hearing on August 16, 2023 (“**Public Improvements**”).

CV NG, LLC (“**Developer**”) intends to impose public improvement fees on certain sales and provisions of tangible personal property occurring within property within the boundaries of the District (“**PIF Property**”) to contribute to the financing of the Public Improvements within the City (“**Public Improvement Fees**” or “**PIF**”); and

The obligation to impose the Public Improvement Fees shall be set forth in a Declaration of Covenants Imposing and Implementing the PIF to be recorded against the PIF Property by the Developer (“**PIF Covenant**”); and

The Developer has agreed to advance funds for the design and installation of dry utilities to serve the PIF Property (“**Dry Utilities**”) in an amount estimated to cost Four Hundred Thirty Thousand (\$430,000) Dollars (“**Dry Utility Costs**”).

The City recognizes the need for the Public Improvements and the Dry Utilities and supports the proposed issuance of Bonds by the District, which will serve an important public purpose by funding necessary Public Improvements that will support retail development in the City and thereby furthering the health, welfare and economic development of the City and its inhabitants.

In furtherance thereof, the City has amended its Sales Tax Ordinance to implement the Sales Tax Credit, defined in the PI Funding Agreement, so that Credit PIF Revenue, defined in the Public Improvements Funding Agreement (“**PI Funding Agreement**”), will be available to repay the Bonds issued by the District to fund the Public Improvements, to pay the General Fund Costs, as defined in the PI Funding Agreement, and to reimburse the Developer for the Dry Utility Costs plus interest (“**City Contribution**”)

subject to the satisfaction of the precedent Condition of Approval, defined below and set forth in the PI Funding Agreement.

The Colorado legislature has adopted C.R.S. § 29-1-203 to authorize and enable local governments of the State to enter into cooperative agreements, or contracts for certain specified purposes. The City intends the PI Funding Agreement to constitute such an intergovernmental agreement between the City and the District, and with respect to the financing and construction of the Public Improvements.

The City Council finds the authorization to execute the PI Funding Agreement, contingent on the approval of the County of the County Contribution IGA, defined below, to be in the best interests of the citizens of the City.

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

Section 1. Authorization to Execute the PI Funding Agreement. In consideration of the Recitals, which are adopted and incorporated as substantive terms hereof, the City Council hereby authorizes the execution of the PI Funding Agreement upon the satisfaction of the Condition of Approval set forth below on or before 5:00 p.m. September 5, 2023.

(a) Condition of Approval. The receipt, on or before 5:00 p.m. September 5, 2023 by the City Manager of written evidence of the approval of the Mesa County Board of County Commissioners of an intergovernmental agreement to be entered into by the County and the District that obligates the County to contribute Four Million and Four Hundred Thirty Thousand (\$4,430,000) Dollars ("**County Contribution**") on or before \_\_\_\_\_, 202\_ toward the Public Improvements ("**County Contribution IGA**") together with the County Contribution IGA executed by the authorized representatives of the County.

Section 2. Rescission of Prior Inconsistent Resolutions. All prior Resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

Section 3. Effective Date. This Resolution shall be effective as of August 16, 2023, subject to the Condition of Approval being fully satisfied as provided herein.

Section 4. Publication. This Resolution shall be filed in the records of the City.



**PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of August 2023.**

**CITY OF GRAND JUNCTION, COLORADO**

By: \_\_\_\_\_  
Anna Stout  
President of the City Council

1

ATTEST:

By: \_\_\_\_\_  
Amy Phillips  
City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #8.a.ii.

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**Meeting Date:** August 16, 2023

**Presented By:** John Shaver, City Attorney, Jodi Welch, Finance Director, Greg Caton, City Manager

**Department:** City Attorney

**Submitted By:** Greg Caton, City Manager

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### **Information**

#### **SUBJECT:**

An Ordinance Amending the Grand Junction Municipal Code (GJMC) Concerning City Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee has been Paid in Connection with the Boundaries of the Western Slope Metropolitan District, Grand Junction, Colorado

#### **RECOMMENDATION:**

Staff recommends approving the ordinance to amend the Grand Junction Municipal Code (GJMC) concerning City sales taxes to provide a credit against sales tax if a certain public improvements fee has been paid in connection with the boundaries of the Western Slope Metropolitan District, Grand Junction, Colorado, on second reading and ordering publication in pamphlet form.

#### **EXECUTIVE SUMMARY:**

The proposed ordinance would amend the GJMC sales tax code and authorize a credit against sales tax if a public improvement fee (PIF) is paid on taxable transactions within the specified boundary of the proposed Western Slope Metropolitan District. This is termed a "Credit PIF" and is a mechanism to "share" sales tax revenues in order to fund public improvements.

The public hearing for this ordinance coincides with the consideration of the Service Plan for the Metropolitan District, the Declaration of PIF Covenants and the Public Improvements Funding Intergovernmental Agreement that will also be required to establish the Credit PIF within the Western Slope Metropolitan District.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City was approached with a proposal for retail development at the northeast corner of 24 Road and I-70 that could generate significant tax revenue. The development requires major public improvements and through the formation of a Metropolitan District as provided by C.R.S. 32-1-101 *et. seq.* debt may be issued to fund public improvements. In order to service the debt incurred to construct the public improvements within the Metropolitan District, the developer has proposed a credit against sales tax (aka a Public Improvement Fee or Credit PIF as defined in the Public Improvements Funding Intergovernmental Agreement, PI Funding IGA). The total public improvement cost that would be funded by debt is \$12.5 million with an additional \$4.1 million required for debt reserve, capitalized interest, and issuance costs. It is anticipated that Mesa County will contribute \$4.43 million toward the public improvements. The debt term is eight years at an estimated 6.5 percent interest rate.

A Credit PIF is a sales tax credit against a public improvement fee (PIF); the sales tax for transactions is reduced by the same percentage as the Credit PIF which applies to all sales taxable transactions.

The City has a 3.39 percent sales tax rate with 0.75 percent dedicated to economic development and capital projects, 0.50 percent restricted to First Responder operations, and 0.14 percent for the Community Recreation Center. The remaining 2 percent supports the general government operations of the City. A sales tax reduction of 2 percent is contemplated in the ordinance/ amendment of the City Code and would only apply to transactions within the boundary of the proposed Metropolitan District.

#### **FISCAL IMPACT:**

The fiscal impact of authorizing a sales tax credit is forgoing future sales tax revenues that would only be a direct result of the development in order to allow the generation of revenues through the PIF to fund debt for public improvements.

The total City 3.39 percent sales tax revenue estimated to be generated by the anchor tenant is \$28.5 million over an eight-year period with another \$4 million from the rest of the retail development. After research of comparable communities, it is estimated that 12.5 percent of tax revenues will be displaced from existing businesses. Only the City's 2 percent sales tax will be used (through the credit PIF) for debt service, and after netting debt service, displaced revenue, and administrative costs the net 2 percent sales tax revenue to the City from the development is \$2.4 million over the eight years that debt service is being paid.

The City's .75 percent, .50 percent, and .14 percent will generate a total of \$11.8 million during those eight years and will all be available and used for the specific purposes authorized by the voters. It is also estimated that \$778,000 will be generated in property tax revenues during those eight years as well.

In summary, it is estimated that as a result of the development, a net total of nearly \$15 million in additional revenue will be generated after the forgone revenue used for debt

service of public improvements during the eight-year period. Finally, once the debt is paid and the credit PIF expires, the annual sales tax to the City is \$4.7 million.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5167, an ordinance amending the City of Grand Junction Municipal Code (GJMC) concerning City Sales Taxes to provide a credit against sales tax if a certain public improvements fee has been paid in connection with the boundaries of the Western Slope Metropolitan District, City of Grand Junction, Colorado on final passage and order final publication in pamphlet form.

**Attachments**

1. ORD-Sales Tax Credit PIF 20230808

1 CITY OF GRAND JUNCTION, COLORADO

2  
3 ORDINANCE NO. \_\_\_\_

4  
5 AN ORDINANCE AMENDING THE CITY OF GRAND JUNCTION MUNICIPAL CODE  
6 (GJMC) CONCERNING CITY SALES TAXES TO PROVIDE A CREDIT AGAINST  
7 SALES TAX IF A CERTAIN PUBLIC IMPROVEMENTS FEE HAS BEEN PAID IN  
8 CONNECTION WITH THE BOUNDARIES OF THE WESTERN SLOPE  
9 METROPOLITAN DISTRICT, CITY OF GRAND JUNCTION, COLORADO  
10

11 WHEREAS, the City of Grand Junction, Colorado (the "City") is a municipal  
12 corporation duly organized and existing under its Home Rule Charter adopted pursuant  
13 to Article XX of the Constitution of the State of Colorado; and

14 WHEREAS, the City has determined that the development of certain property  
15 within the boundaries of the Western Slope Metropolitan District (the "District") is in the  
16 public interest and advances the public health, safety and welfare and the City supports  
17 the funding of certain Public Improvements by the Western Slope Metropolitan District  
18 pursuant to that certain Intergovernmental Agreement between and among the City and  
19 Western Slope Metropolitan District, and CV NG, LLC, dated as of the Effective Date,  
20 defined below, (the "PI Funding IGA"); and

21 WHEREAS, CV NG, LLC (the "Developer") intends to impose public  
22 improvements fees on certain sales and provisions of tangible personal property  
23 occurring within the property within the boundaries of the District (the "PIF Property") to  
24 contribute to the financing of public improvements within the City (the "Public  
25 Improvement Fees" or "PIF"); and

26 WHEREAS, the obligation to impose the Public Improvement Fees shall be set  
27 forth in a Declaration of Covenants Imposing and Implementing the PIF to be recorded  
28 against the PIF Property by the Developer (the "PIF Covenant"); and

29 WHEREAS, the Developer has requested that the City Council consider this  
30 Ordinance prior to recordation of the PIF Covenant, and the City Council desires to  
31 accommodate such request on the condition that the sales tax credit contemplated  
32 herein shall not be effective unless and until the PIF Covenant has been recorded  
33 against the PIF Property and the PI Funding IGA is fully executed by the City, the  
34 District and the Developer; and

35 WHEREAS, pursuant to the terms and conditions of the PI Funding IGA, the City  
36 desires to provide a tax credit against the obligation to pay, collect or remit a portion of  
37 the sales tax to the City for persons or entities who pay the Public Improvement Fees,  
38 defined in the PI Funding IGA as the Credit PIF; and

39 WHEREAS, the City Council finds that an amendment to the GJMC to adopt and  
40 implement the aforementioned sales tax credit would be in the best interests of the  
41 citizens of the City.

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

44           Amendments to the GJMC are shown in **bold**; deletions are shown in  
45           ~~striketrough~~ type:

46           Section 1.   Sales Tax Credit. Section 3.12.050 of Chapter 3 of Volume 1 of the  
47           Municipal Code is hereby amended to add the following new subsection:

48                   **3.12.051       Sales Tax Credit**

49           **Notwithstanding any other provision of this Article, and**  
50           **in order to implement the provisions of the PI Funding**  
51           **Agreement, dated as of the Effective Date thereof (as**  
52           **amended or supplemented from time to time, the “PI**  
53           **Funding IGA”), by and among the City of Grand**  
54           **Junction, the Western Slope Metropolitan District and**  
55           **CV NG, LLC, there shall be granted to each person or**  
56           **entity obligated to pay, collect or remit sales tax on the**  
57           **sale of tangible personal property at retail or the**  
58           **furnishing of services, which are subject to City sales**  
59           **tax occurring within the PIF Property, as defined in the**  
60           **PIF Covenant, and incorporated herein by this reference,**  
61           **a tax credit against collection of the sales tax as**  
62           **hereinafter set forth. Such sales tax credit shall be**  
63           **granted in form of a reduction in the applicable sales tax**  
64           **rate in an amount equivalent to two and 00 hundredths**  
65           **percent (2.00%), the rate of the Credit PIF, and shall**  
66           **attach to a particular transaction only to the extent that**  
67           **the PIF Revenues are received by the PIF Collecting**  
68           **Agent for such transaction. The sales tax credit shall be**  
69           **automatic and shall take effect immediately upon the**  
70           **occurrence of a Taxable Sales Transaction as defined in**  
71           **this Code and the PI Funding IGA within the PIF**  
72           **Property but shall be subject to the applicable retailer’s**  
73           **remittance to and receipt by the PIF Collecting Agent of**  
74           **the Credit PIF Revenues in accordance with the PIF**  
75           **Covenant and the PI Funding IGA. The Sales Tax Credit**  
76           **shall be granted during the Credit PIF Period and shall**  
77           **automatically terminate when the Credit PIF Period**  
78           **terminates.**

79           **All capitalized terms used in this Section and not**  
80           **otherwise defined herein shall have the meanings set**  
81           **forth in the PI Funding IGA.**



82           Section 2.   Effect of Sales Tax Credit. The City Council hereby finds and  
83 determines that the creation or termination of the Sales Tax Credit does not constitute a  
84 tax increase, the imposition of a new tax or a tax policy change directly causing a net  
85 tax revenue gain to the City and that nothing herein or in the PI Funding Agreement  
86 creates a multiple fiscal year direct or indirect financial obligation or other indebtedness  
87 of the City.

88           Section 3.   Repealer. All bylaws, orders, resolutions and ordinances, or parts  
89 thereof, inconsistent herewith are hereby repealed to the extent only of such  
90 inconsistency. This repealer shall not be construed to revise any bylaw, order,  
91 resolution or ordinance, or part thereof, heretofore repealed.

92           Section 4.   Effective Date. Unless protested in accordance with Article XVI,  
93 Section 136, this Ordinance shall be effective on April 4, 2024, on the condition that the  
94 PIF Covenant has been recorded against the PIF Property and the PI Funding IGA has  
95 been fully executed. If the PIF Covenant has not been recorded against the PIF  
96 Property and the PI Funding IGA has not been fully executed prior to April 4, 2024, then  
97 this Ordinance shall be void and of no effect.

98           Section 5.   Publication. This Ordinance, after its passage on final reading,  
99 shall be numbered, recorded, and published as required by the City Charter and the  
100 adoption and publication shall be authenticated by the signature of the President of the  
101 City Council and the City Clerk and by the Certificate of Publication. Copies of the  
102 entire Ordinance are available at the office of the City Clerk.

103           Introduced on first reading the 2<sup>nd</sup> day of August 2023 and ordered published in  
104 pamphlet form.

105           Adopted on second reading this 16<sup>th</sup> day of August 2023 and ordered published  
106 in pamphlet form.

**CITY OF GRAND JUNCTION, COLORADO**

By: \_\_\_\_\_

Anna M. Stout  
President of the City Council

ATTEST:

By: \_\_\_\_\_

Amy Phillips  
City Clerk



## Grand Junction City Council

### Regular Session

Item #8.a.iii.

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**Meeting Date:** August 16, 2023

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

**Department:** City Attorney

**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

An Ordinance Amending the Charter Regarding Council Salaries on the Election Ballot for the Special Municipal Election to be Held November 7, 2023

#### **RECOMMENDATION:**

Staff recommends conducting a public hearing, passing and adopting the ordinance to amend the City Charter regarding City Council salaries, on second reading, and authorizing publication in pamphlet form.

#### **EXECUTIVE SUMMARY:**

In 1999, Section 38 of the City Charter was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2025. The proposed ballot question, if approved by the voters, would also provide for the City Council, as allowed by the City's health insurance, to purchase insurance coverage under the City's policy(ies).

#### **BACKGROUND OR DETAILED INFORMATION:**

Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at any time in the manner provided by Article XX of the Constitution of the State of Colorado.

In 1999, Section 38 of the City Charter was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an

increase should be approved. If amended, the salary increase would not become effective until 2025.

The proposed ballot question, if approved by the voters, would also provide for an index, the Denver-Boulder-Greeley consumer price index (CPI), to be applied annually to adjust by ordinance the Council and President of the Council salaries by application of the CPI.

The proposed ballot question, if approved by the voters, would also provide for the City Council, as allowed by the City's health insurance, to purchase insurance coverage under the City's policy(ies).

Adoption of the Ordinance and the proposed ballot question to amend the City Charter, will provide City voters the opportunity to determine if the proposed changes would be in the best interest of the City.

**FISCAL IMPACT:**

If increases to City Council salaries are approved by the voters, the increases will be included in the development of the annual budget.

**SUGGESTED MOTION:**

I move to (adopt and pass for publication in pamphlet form on second reading/not adopt and not pass for publication in pamphlet form on second reading) and refer Ordinance 5168 to the November 7, 2023 election ballot, an ordinance for an amendment of the City Charter to change the salary of City Council beginning May 1, 2025, providing for an index to increase the salary by ordinance in future years, and authorizing the City Council to purchase City health insurance.

**Attachments**

1. ORD-Charter Amend Council Salary 20230801

1 CITY OF GRAND JUNCTION, COLORADO

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

3 **AN ORDINANCE FOR AN AMENDMENT OF THE CITY CHARTER TO BE PLACED**  
4 **ON THE NOVEMBER 7, 2023, ELECTION BALLOT TO CHANGE THE SALARY OF**  
5 **CITY COUNCIL BEGINNING MAY 5, 2025, AND MAY 3, 2027, PROVIDING FOR AN**  
6 **INDEX TO INCREASE THE SALARY BY ORDINANCE IN FUTURE YEARS, AND**  
7 **AUTHORIZING THE CITY COUNCIL TO PURCHASE CITY HEALTH INSURANCE**

8 Recitals.

9 Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at  
10 any time in the manner provided by Article XX of the Constitution of the State of  
11 Colorado.

12 In 1999 Section 38 of the City Charter was amended to provide that City Council  
13 members are paid a salary of \$500.00 per month and the President of the Council is  
14 paid \$750.00 per month. The salaries have not been increased since 1999.  
15 Accordingly, the City Council has determined that it is appropriate to ask the voters if an  
16 increase should be approved. If amended, the salary increase would not become  
17 effective until 2025 for some members of City Council and 2027 for other members.

18 The proposed ballot question, if approved by the voters, would also provide for an  
19 index, the Denver-Boulder-Greeley consumer price index (CPI), to be applied annually to  
20 adjust by ordinance the Council and President of the Council salaries by application of  
21 the CPI.

22 The proposed ballot question, if approved by the voters, would also provide for City  
23 Council, as allowed by the City's health insurance, to purchase insurance coverage  
24 under the City's policy(ies).

25 With this Ordinance and the proposed ballot question to amend the City Charter, the  
26 City Council desires the City voters to determine if the proposed changes would be in  
27 the best interest of the City.

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

30 That a question of proposed amendments to Section 38 of the City Charter, as  
31 amended, to increase the salary of City Council, provide for an index to increase the  
32 City Council salary in future years, and authorizing the City Council, as allowed by the  
33 City's health insurance, to purchase health insurance coverage, as follows, and  
34 incorporating the foregoing Recitals, be placed on the November 7, 2023, ballot.  
35 Additions are shown in **bold**, and deletions are shown in ~~striketrough~~.

SHALL ARTICLE IV, SECTION 38 OF THE CITY CHARTER BE AMENDED TO READ  
AS FOLLOWS ALL AS DESCRIBED IN AND FOR THE PURPOSES AS STATED IN  
ORDINANCE \_\_\_\_”:

38. Salaries, meetings, **and insurance**. At least two meetings of the City Council shall be held monthly at such times as may be fixed by the council, such two meetings to be known as the regular meetings. All other meetings of the City council shall be known as special meetings or adjournments. The President of the Council ~~shall be paid a salary of \$750.00 per month~~ and all other Council members shall each be paid a salary of ~~\$500.00 per month~~. **Beginning with the City Council terms commencing on the first Monday of May 2025, for those Councilmembers elected April 1, 2025, and beginning with the City Council terms commencing on the first Monday of May 2027, for those City Councilmembers elected April 6, 2027, or for any member appointed to fill a vacancy on City Council after the first Monday of May 2025, the President of the City Council shall be paid a salary of \$2000.00 per month and all other Council members shall each be paid a salary of \$1500.00 per month.**

**After May 3, 2027, the salaries of the President of the City Council and all other members of City Council shall be adjusted annually by ordinance, at the time of adoption of the City budget, in accordance with the Denver-Boulder-Greely Consumer Price Index.**

**Beginning January 1, 2024, and during the term of service on City Council each Council member may, as allowed by the City’s health insurance, purchase insurance coverage at the same prevailing rate and in accordance with the percentage of the premium paid by City Council employees.**

\_\_\_\_ FOR THE AMENDMENTS

\_\_\_\_ AGAINST THE AMENDMENTS

The ballot title is set based upon the requirements of the Colorado Constitution and the City Charter, all State statutes that might otherwise apply are hereby superseded to the extent of any inconsistencies or conflicts and, pursuant to Section 31-11-102, C.R.S., is an alternative to the provisions of State law. Any inconsistency or conflict is intended by the City Council and shall be deemed made pursuant to the authority of Article XX of the Colorado Constitution and the Charter.

Pursuant to Sections 31-10-1308 and 1-11-203.5 C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set, and for contest concerning the order of a ballot, within five days after the ballot order is set by the County Clerk.

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

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

INTRODUCED ON FIRST READING AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 2<sup>ND</sup> DAY OF AUGUST 2023\_.

PASSED, ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023\_.

\_\_\_\_\_  
Anna M. Stout  
President of the City Council

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk





## Grand Junction City Council

### Regular Session

**Item #8.a.iv.**

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**Meeting Date:** August 16, 2023

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

**Department:** City Attorney

**Submitted By:** Ashley Chambers

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### **Information**

#### **SUBJECT:**

An Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 up to 99 Years on the Election Ballot for the Special Municipal Election to be Held November 7, 2023

#### **RECOMMENDATION:**

Adopt the ordinance placing a Charter amendment to change the authorized length of leases on City Property from 25 years up to 99 years for affordable housing and workforce housing and adopt and approve the Ordinance and authorize publication in pamphlet form.

#### **EXECUTIVE SUMMARY:**

The City Council is considering an ordinance to present to the City voters to change the City Charter to allow the City to lease City property for up to 99 years for affordable housing. Increasing the possible lease term from 25 up to 99 years will benefit the public by allowing the highest and best use of certain property and in turn contribute to reducing the shortage of affordable housing in the community. Voter approval of the ballot question will only change the possible lease term for affordable housing on City property now owned or after being acquired.

#### **BACKGROUND OR DETAILED INFORMATION:**

Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at any time in the manner provided by Article XX of the Constitution of the State of Colorado. The City Council has determined that the Charter provision limiting leases of public property to a term of 25 years may be unduly restrictive for the possible use of City property for affordable housing, and that increasing the term from 25 up to 99 years will benefit the public by allowing the highest and best use of certain property and in turn contribute to reducing the shortage of affordable housing in the community. On July 10, 2023, Staff presented to City Council that the Charter provision limiting leases of public property to a term of 25 years may be unduly restrictive for the possible use of City property for

affordable housing, especially as it pertains to new funding opportunities like Proposition 123, limits the ability to implement Housing Strategy 6, and allows the highest and best use of certain property and in turn contributes to reducing the shortage of affordable housing in the community. Leasing of any public property is permissive and within the sole and sound discretion of the City Council on terms it deems necessary and appropriate; amending the Charter will only change the possible lease term for affordable housing of City property now owned or after acquired. Therefore, the City Council is considering an ordinance to present to the City voters a change to the City Charter, allowing the voters to determine if amending the Charter as provided in this ordinance would be in the best interest of the City.

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5169, an ordinance placing a charter amendment to change the authorized length of leases of City property for housing from twenty-five up to ninety-nine years on the Election Ballot for the Special Municipal Election to be held the 7th day of November 2023 on final passage and order final publication in pamphlet form.

**Attachments**

1. Strategy 6 - Allocate City Owned Land For Affordable and Mixed-Income Housing (1)
2. ORD-Charter 124 amend to 99 years for housing 20230731

## Housing Strategy 6#

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**Allocate City Owned Land (And/Or Strategically Acquire Vacant or Underutilized Properties) For Affordable and Mixed-Income Housing.** The city and other public agencies own properties which could potentially reduce costs and facilitate development of affordable housing. It is increasingly common for local governments to donate, discount, or lease vacant land or underutilized properties (e.g., closed schools, vacant or out-of-date public sector offices) for use as residential mixed-income or mixed-use developments. However, there are some limitations to implementation due to the current city charter. The City of Grand Junction charter limits City-owned property to a 25-year lease agreement with any entity unless the lease agreement is brought before the public for a vote. The charter also specifies that any property sold held for “governmental purposes” by the city must go to the vote of the people to sell the property.

If every city owned or purchased property is required to go to the vote of the people to lease or sell, it creates significant impediment to utilize city-owned or city purchased land to be used for affordable housing. In addition, it hampers the ability to act fast when a suitable property becomes available. The charter provisions prevent many affordable housing entities like GJHA or other publicly funded LIHTC (Low-Income Housing Tax Credit) from utilizing city owned or city purchased property, as they require a lease agreement that lasts a minimum of 30-40 years, and often 75 to 99 years, depending on funding and investment sources.

Many of the different grant and funding programs through Prop. 123 require a 30–99-year lease which may prevent the city from accessing these resources. Prop. 123 created the State Affordable Housing Fund, dedicating 40% or approximately \$124.4 million of funds to the Affordable Housing Support Fund administered by the Department of Local Affairs (DOLA) and 60% or \$186.6 million to the Affordable Housing Finance Fund overseen by the Colorado Office of Economic Development and International Trade (OEDIT) to fund housing programs. OEDIT selected Colorado Housing and Finance Authority (CHFA) as the third-party administrator. The Affordable Housing Finance Fund helps to support three funding opportunities a Land banking Program, Equity Financing Program, and Concessionary Debt Program. The land banking program provides \$27-\$47 million (15-25% of the Financing Fund) for grants to local governments to purchase land for the specific use of acquisition and preservation of land for developing affordable housing units. The land purchased must have proper zoning and permits within 5 years and permitted and fully funded within 10 years. If those goals are not met, the land must be transferred to another agency or another non-profit entity to develop affordable housing. If the City wanted to pursue these funds, the city could acquire property, but each project may need to be brought before the public for a vote before selling, leasing, or transferring property to an affordable or mixed-use developer. This may diminish the overall competitiveness of a city-led grant request based on the State’s scoring criteria. And, as

mentioned, if the City wanted to lease the land, the funding for projects to be developed likely would come through federal or state grants and would be unavailable for projects with less than a 30-99 year commitment.

In November 2022, a 99-year lease for affordable housing was brought to the public for vote and lost by a small margin of .26%. It was determined that City Council may address the lease issue as part of the Charter revision to occur in the future. Additional attachments have been provided on the previous staff report and formerly adopted ordinance.

#### **NEXT STEPS**

Staff is recommending that City Council discuss these issues and provide direction on how to address concerns with implementation of Strategy 6.

1 CITY OF GRAND JUNCTION, COLORADO

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

3 **AN ORDINANCE PLACING A CHARTER AMENDMENT TO CHANGE THE**  
4 **AUTHORIZED LENGTH OF LEASES OF CITY PROPERTY FOR HOUSING FROM**  
5 **TWENTY-FIVE UP TO NINETY-NINE YEARS ON THE ELECTION BALLOT FOR THE**  
6 **SPECIAL MUNICIPAL ELECTION TO BE HELD THE 7<sup>th</sup> DAY OF NOVEMBER 2023**

7 Recitals.

8 Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at  
9 any time in the manner provided by Article XX of the Constitution of the State of  
10 Colorado.

11 The City Council has determined that the Charter provision limiting leases of public  
12 property to a term of twenty-five years may be unduly restrictive for the possible use of  
13 City property for affordable housing, and that increasing the term from twenty-five up to  
14 ninety-nine years will benefit the public by allowing the highest and best use of certain  
15 property, and in turn contribute to reducing the shortage of affordable housing in the  
16 community. Leasing of any public property is permissive and within the sole and sound  
17 discretion of the City Council on terms it deems necessary and appropriate; amending  
18 the Charter will only change the possible lease term for affordable housing of City  
19 property now owned or after acquired.

20 Therefore, the City Council desires to present to the City voters a change to the City  
21 Charter, allowing the voters to determine if amending the Charter would be in the best  
22 interest of the City.

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

25 That a question of proposed amendment to Section 124 of the Charter to increase the  
26 length of the allowed term of lease of certain City property from twenty-five to ninety-  
27 nine years, as follows, be placed on the November 7, 2023, ballot:

28 **City of Grand Junction**

29 **Shall there be an amendment to Article XIV, Section 124 of the City Charter,**  
30 **as amended, to increase the authorized lease term for City property, now**  
31 **owned or after acquired, from 25 years to a term not to exceed 99 years**  
32 **when the property is to be used for affordable housing and/or workforce**  
33 **housing project(s)?**

34 **If approved, Section 124 will read, in relevant part (and without amendment**  
35 **of the balance of Section 124 as amended) as follows:**

36 ***124. "No franchise, lease or right to use the streets or the public places, or***  
37 ***property of the city, shall be granted by the city, except as in this Charter***

38 ***provided, for a period longer than twenty-five years. The City may, by and***  
39 ***with adoption of an ordinance, lease certain City property, now owned or***  
40 ***after acquired, for affordable housing and/or workforce housing, as those***  
41 ***terms may be defined by the City Council from time to time, for a term not***  
42 ***to exceed ninety-nine years.”***

43 \_\_\_\_\_ **FOR THE AMENDMENT**

44 \_\_\_\_\_ **AGAINST THE AMENDMENT**

45  
46 The ballot title is set based upon the requirements of the Colorado Constitution  
47 and the City Charter, all State statutes that might otherwise apply are hereby  
48 superseded to the extent of any inconsistencies or conflicts and, pursuant to  
49 Section 31-11-102, C.R.S., is an alternative to the provisions of State law. Any  
50 inconsistency or conflict is intended by the City Council and shall be deemed  
51 made pursuant to the authority of Article XX of the Colorado Constitution and  
52 the Charter.

53 Pursuant to Sections 31-10-1308, and 1-11-203.5 C.R.S., any election contest  
54 arising out of a ballot issue or ballot question election concerning the order of  
55 the ballot or the form or content of the ballot title shall be commenced by  
56 petition filed with the proper court within five days after the title of the ballot  
57 issue or ballot question is set, and for contest concerning the order of a ballot,  
58 within five days after the ballot order is set by the County Clerk.

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

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

66 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED IN PAMPHLET  
67 FORM THIS \_\_\_\_ DAY OF AUGUST 2023.



68 PASSED AND ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN  
69 PAMPHLET FORM THIS \_\_\_\_ TH DAY OF SEPTEMBER 2023.

70

71 \_\_\_\_\_  
72 Anna M. Stout  
73 President of the City Council  
74

75

76 ATTEST:  
77 \_\_\_\_\_  
78 Amy Phillips  
79 City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #8.a.v.

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**Meeting Date:** August 16, 2023  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Randi Kim, Utilities Director

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### Information

#### **SUBJECT:**

An Ordinance Amending the Wastewater System of the Grand Junction Municipal Code (GJMC) Section 13.04.140 Building Sewer - Separate Sewer Required for each Building - Exception and Setting

#### **RECOMMENDATION:**

Staff recommends approval of the Ordinance to amend the Grand Junction Municipal Code.

#### **EXECUTIVE SUMMARY:**

Staff proposes amendments to the Wastewater System regulations to allow for buildings within the same parcel to share a sewer service line and require separate sewer service should the parcel be subdivided.

#### **BACKGROUND OR DETAILED INFORMATION:**

The current municipal code 13.04.140 Building sewer - Separate sewer required for each building - Exception requires a separate and independent building sewer line for every building. The only exception is where one building stands at the rear of another on an interior lot and no private sewer is available, nor can it be constructed to the rear building through an adjoining alley, court, yard or driveway, in which case the building sewer from the front building may be extended to the rear building.

The revised code will allow more than one building located on the same parcel to connect to the sanitary sewer main via a shared service line provided the sewer service line meets all other requirements of the municipal code including the City's standard specifications for the construction of pipe and fittings for sanitary sewer service lines that address the size, slope and materials of construction for service lines.

The revision to the municipal code will allow Accessory Dwelling Units (ADUs) and other buildings located on a singular parcel to share sewer service lines at a more affordable cost while still meeting standard specifications for sewer service lines to ensure adequate sewer service.

If the parcel is subdivided, each parcel would be required to have a separate and independent sewer service line.

**FISCAL IMPACT:**

Each building that connects to the sanitary sewer system even through a shared sewer service line would be assessed the Plant Investment Fee (PIF). If the building is an ADU, it is assessed a sewer PIF of 0.72 x EQU, which is the same as apartments. If the owner has an executed ADU Production Program Covenant Agreement with the City, the city will pay the sewer PIF on behalf of the owner. If the property later subdivides, the owner of the ADU will be responsible for paying the difference between 1 and 0.72 EQU for the sewer PIF. Each building will be charged for monthly sewer service according to the City's current rates.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5170, an ordinance amending section 13.04.140 of the Grand Junction Municipal Code pertaining to building sewers on final passage and order final publication in pamphlet form.

**Attachments**

1. ORD-Separate Sewer 20230726

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

**AN ORDINANCE AMENDING SECTION 13.04.140 OF THE GRAND JUNCTION  
MUNICIPAL CODE PERTAINING TO BUILDING SEWERS**

**RECITALS:**

The Grand Junction Municipal Code ("GJMC") presently requires separate sewer connections, with some exceptions, for every plumbed building. The City Utilities Staff has proposed amendments to the GJMC Wastewater System regulations to allow for buildings within the same parcel to share a sewer service line and require separate sewer service should the parcel be subdivided. The proposed amendment to the GJMC will, among other things, serve to facilitate the construction of accessory dwelling units (ADUs).

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

Chapter 13.04.140 shall be revised as follows (additions are shown in **bold print** and deletions are shown in ~~strike-through print~~.)

**13.04.140 Building sewer – Separate sewer required for each building – Exception  
for buildings on the same parcel.**

*A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available nor can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. **more than one building is located on the same parcel where the buildings may, as provided, in this section be served by a shared sewer service line.***

***A property owner applying for sewer service for more than one building on the same parcel (Applicant) may apply to the City Manager to connect the second building to the existing sanitary sewer system connection. The City Manager or his/her designee will review and approve, conditionally approve, or deny the Applicant's request in writing. As required by 13.04.150 of this Code, an existing building sewer may be used in connection with a new building only when found, on examination by the City Manager or his/her designee, to meet all requirements of this Code, which requirements include but are not limited to the Applicant being bound to all current standard specifications for the construction of pipe and fittings for sanitary sewer service lines all of which shall consider the size, slope, and material(s) for construction for service lines.***

41 ***If the parcel is subdivided, a separate and independent sewer service line(s) shall***  
42 ***be provided for each parcel. Separate parcels shall share or be served by a single***  
43 ***(common) sewer service line(s).***

44  
45 ALL OTHER PROVISIONS OF CHAPTER 13.04.140 SHALL REMAIN IN FULL FORCE  
46 AND EFFECT. THIS ORDINANCE SHALL AMEND 13.04.140 AS PROVIDED HEREIN  
47 AND AS NECESSARY REPEAL ANY PART INCONSISTENT THEREWITH.

48  
49 INTRODUCED ON FIRST READING THE 2<sup>ND</sup> DAY OF AUGUST 2023 AND ORDERED  
50 PUBLISHED IN PAMPHLET FORM.

51  
52 ADOPTED ON SECOND READING THE \_\_\_\_ DAY OF \_\_\_\_ 2023 AND ORDERED  
53 PUBLISHED IN PAMPHLET FORM.

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57 \_\_\_\_\_  
58 Anna M. Stout  
59 President of the City Council

60  
61 ATTEST:

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65 \_\_\_\_\_  
66 Amy Phillips  
67 City Clerk



## Grand Junction City Council

### Regular Session

Item #9.a.

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**Meeting Date:** August 16, 2023

**Presented By:** Amy Phillips, City Clerk, John Shaver, City Attorney

**Department:** City Council

**Submitted By:** Amy Phillips and John Shaver

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### **Information**

#### **SUBJECT:**

A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 7, 2023, Two Measures to Amend the City Charter, and Other Details Relating Thereto and to Ask Voters One Question for Approval to Enter into Debt for a 29 Road and I-70 Interchange

#### **RECOMMENDATION:**

Adopt and approve the resolution calling for a special election in the City on November 7, 2023, providing for the submission of three ballot questions, ratifying and approving the intergovernmental agreement with Mesa County Elections Division together with authorizing any and all actions consistent therewith, and publishing the resolution in pamphlet form.

#### **EXECUTIVE SUMMARY:**

The City Council has determined that an election shall be held on November 7, 2023, at which time there shall be submitted to the registered electors of the City three questions, two Charter amendment questions and one debt question. Each question is described in detail in a separate ordinance and a resolution, all of which have been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 7, 2023 (Election).

#### **BACKGROUND OR DETAILED INFORMATION:**

As provided by law, the City Council has determined that an election shall be held on November 7, 2023, at which time there shall be submitted to the registered electors of



the City three questions, two Charter amendment questions and one debt question. Each question is described in detail in separate ordinances and a resolution which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 7, 2023 (Election).

Under the agreement, the officers of the City are authorized to enter into an intergovernmental agreement (IGA) with the County pursuant to §1-7-116 of the Uniform Election Code and furthermore, that the IGA in connection with the Election is hereby ratified, approved and confirmed. In accordance with § 1-7-116, C.R.S., if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all jurisdictions, including the City and notwithstanding GJMC 2.20.010, whose election is a part of the coordinated election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S. The County and City have negotiated an IGA which provides that § 1-7-116, C.R.S., applies and that the IGA is in the best interest of the taxpayers and the electors to enter into an agreement for the County to conduct a Coordinated Election on November 7, 2023. Such agreement is authorized by state law and Article II Section 25 of the City Charter. With approval of this resolution, the City Council appoints City Clerk Amy Phillips as the designated election official (DEO) for purposes of performing acts required or permitted by law in connection with the election and the IGA.

**FISCAL IMPACT:**

The estimated cost received by Mesa County Elections for the November 7, 2023 Special Election is estimated at \$31,176.88.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 70-23, a resolution calling a special election in the City on November 7, 2023, providing for the submission of three ballot questions, approving the intergovernmental agreement with Mesa County Elections Division together with authorizing any and all actions consistent therewith.

**Attachments**

1. Nov 2023 Election IGA with attachments
2. RES-Special Election 2023 20230811



Intergovernmental Agreement Between  
Mesa County Clerk and Recorder  
And  
City of Grand Junction

Regarding the Conduct and Administration of the  
November 7, 2023 Coordinated Election

200 S. Spruce Street | Grand Junction, CO 81501  
voter.info@mesacounty.us | (970) 244-1662

**THIS INTERGOVERNMENTAL AGREEMENT** ( "Agreement") is entered into between the City of Grand Junction, ( "City" or "Jurisdiction") and the Mesa County Clerk and Recorder, ( "Clerk" or "CEO" as defined herein), effective on August \_\_, 2023.  
executed ( "Effective Date"). The Clerk and City may be collectively referred to as the "Parties" or in context as a "Party".

#### **RECITALS**

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses; and

**WHEREAS**, pursuant to § 1-7-116, C.R.S., if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all jurisdictions, including the City and notwithstanding GJMC 2.20.010, whose election is a part of the coordinated election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

**WHEREAS**, the County and Jurisdiction have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 7, 2023; and

**WHEREAS**, such agreement is authorized by State law and Article II Section 25 of the City Charter; and

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals and the promises herein contained, the sufficiency of which is hereby acknowledged of the making of this Agreement, the Parties agree as follows:

## SECTION I.

### PURPOSE AND GENERAL MATTERS

#### 1.01 DEFINITIONS.

A. **"Address Library Report"** means the address report sent to DEO on August 3, 2023 from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. **"Coordinated Election Official"** ("CEO") means the Mesa County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. **"Colorado Election Code" or "Code"** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

E. **"Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. **"Designated Election Official"** ("DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. **"IGA" or "Agreement"** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to City of Grand Junction, a Colorado Home Rule Municipality

I. **"Logic and Accuracy Test"** means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. **"Mail Ballot Packet"** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot,

and a return envelope. § 1-7.5-103(5), C.R.S.

K. **"Risk Limiting Audit"** means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. **"Proposed Jurisdiction"** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. **"SCORE"** means Statewide Colorado Registration and Election database.

O. **"SOS"** means the Colorado Secretary of State.

P. **"SOS Election Calendar"** means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us) and attached hereto as Attachment C and incorporated herein by this reference.

Q. **"TABOR"** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

R. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

## 1.02 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Mesa County.

## 1.03 GOAL.

The purpose of this Agreement is to set forth the tasks to be completed by the CEO and the Jurisdiction to conduct the election and to provide for the cost thereof.



**SECTION II.**  
**COUNTY/JURISDICTION RESPONSIBILITIES**

**2.01 DESIGNATED OFFICIALS.**

The CEO is Bobbie Gross, Mesa County Clerk and Recorder. The DEO is Amy Phillips, Grand Junction City Clerk.

**2.02 JOINT RESPONSIBILITIES.**

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

Both Parties shall:

- A. Familiarize themselves with and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.
- B. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for the election.

**2.03 CEO RESPONSIBILITIES.**

The CEO shall perform the following duties:

- A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of the election. Such information shall not include legal advice.
- B. Maintain voter records and an address library for Mesa County voters within SCORE. Comply with Colorado Secretary of State and Mesa County cyber-security recommendations to protect confidential voter information.
- C. Send a certified list of registered voters to the Jurisdiction via secure email transfer or printed copy. The fee for furnishing the list shall be as follows:
  - a. Email List = \$25.00
  - b. List as a Printed Copy = \$25.00 and \$.05 per page
- D. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot questions, the CEO shall perform the following duties for the Address Library:

- a. Use the Colorado SCORE database to produce an Address Library Report that indicates residential homes included within the boundaries of the Jurisdiction.
  - b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
  - c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 90 days prior to the Election.
- F. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to [vote.mesacounty.us](http://vote.mesacounty.us)
- G. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
  - a. If the Jurisdiction is entirely within Mesa County, the CEO has authority to set the ballot measure order and number.
  - b. If the Jurisdiction includes territory in more than one county, the Clerk will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.
- H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. and invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
- I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
- J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
- K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.
- L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

- M. If the Jurisdiction's election includes a TABOR issue, the CEO shall perform the following duties relative to the TABOR Notice:
- a. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
  - b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The CEO may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
  - c. Post the TABOR Notice on [vote.mesacounty.us](http://vote.mesacounty.us)
  - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the CEO TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the CEO's total expenditures relative to the TABOR Notice.
- N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.
- O. Establish and maintain mail ballot drop box locations and designate and operate Voter Service and Polling Centers as required by the Code.
- P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop box.
- Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided, and cast using the Colorado SCORE voter registration and election management system.
- S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on [vote.mesacounty.us](http://vote.mesacounty.us)
- a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.



- U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the CEO's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures, or operations.
- V. Post unofficial election results by ballot question after the polls close on November 7, 2023 "Election Night" at [www.vote.mesacounty.us](http://www.vote.mesacounty.us), and regularly update the unofficial results throughout Election Night as more eligible ballots are counted.
- W. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.
- Y. Appoint a Canvass board and conduct a canvass of the votes to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.
- AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.
- BB. To ensure consistency, transparency, and accountability, the Clerk will act as records custodian for purposes of the Colorado Open Records Act § 24-27-201, C.R.S. (CORA) and may release such records in compliance with the provision of CORA.

## 2.04 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

- A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: Amy Phillips

Primary phone: 970-244-1533

Cell phone: 970-759-2711

Email: amyp@gjcity.org

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the CEOs' contact person, for consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Jurisdiction's voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- B. Notify the County prior to executing this Agreement if the Jurisdiction's boundaries include property in any other county.
- C. Review the Address Library Report provided by the CEO, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: <https://emap.mesacounty.us/viewer>. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the CEO with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Clerk, including any corrections, if necessary, by the date set forth in Attachment B.
  - a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the Clerk with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:
  - a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Mesa County, in accordance with § 1-5-304 C.R.S., and by the deadlines in Attachment B.
  - b. To receive access to the DEO SCORE Lookup, contact Colorado Secretary of State's Office at <https://www.sos.state.co.us/voter/auth/login.xhtml>. Click on request voter lookup access.
  - c. Using the list from the Assessor's Office:
    - i. Remove from the list non-person entities and persons not living in the state of Colorado.

- ii. Look up the remaining names using the Secretary of State SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
  - iii. Remove from the list persons who reside in the Jurisdiction, as they will already receive a mail ballot.
  - iv. Deliver to the CEO via email an initial and a supplemental list of property owners who are property owners in the Jurisdiction, registered to vote in Colorado, and not physically residing in the Jurisdiction. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.
  - v. The CEO will mail affidavits to each eligible elector residing outside of the district included on the property owner list provided by the DEO. Each eligible elector who resides outside the district, but is registered to vote in Colorado, must complete, sign and return the affidavit to the County Clerk. Upon receipt and verification of the completed affidavits, the CEO will mail each eligible elector a mail ballot packet. Those electors who reside within the district will not be required to complete the affidavit.
- E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.
- F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.
- G. Defer to the CEO to determine the number and letter of each ballot issue and question, as provide in Section 2.03 hereof. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the CEO.
- H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the CEO. Submit the ballot content via email to Stephanie Wenholz at stephanie.wenholz@mesacounty.us on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot



content submitted to the Clerk after the deadline will not appear on the ballot.) Example provided as attachment D

- I. **Within two hours** of receipt from the CEO, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the CEO via email to the Elections Manager, Stephanie Wenholtz at stephanie.wenholtz@mesacounty.us, or such alternate email address as the CEO may designate.
- J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the Clerk's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.
- K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:
  - a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
  - b. Prepare a financial summary for each ballot question or issue.
  - c. Prepare a Microsoft Word document using the template provided by the CEO for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.
  - d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Clerk.
- L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the CEO in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the CEO for its records.
- M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures or operations. Refer members of the public and news media to the CEO for any matters outside of the CEO's expertise relating to election procedures.
- N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the CEO for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating jurisdictions as per § 1-10.5- 101, C.R.S.
- O. Remit to the CEO the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the CEO.

## SECTION III.

### CANCELLATION OF ELECTIONS

#### 3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Clerk relating to the election incurred before receipt of such notice and activities of the Clerk relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. If the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

## SECTION IV.

### MISCELLANEOUS

#### 4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County: Stephanie Wenholtz  
Elections Manager  
Mesa County Clerk and Recorder's Office - Elections Division  
200 S Spruce Street  
Grand Junction, CO 81502  
Phone: (970) 244-1661  
Cell: (970) 216-1434  
Fax: (970) 255-5039  
Email: Stephanie.Wenholtz@mesacounty.us

To Jurisdiction: Amy Phillips  
City Clerk  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
amyp@gjcity.org

#### **4.02 TERM OF AGREEMENT.**

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the November 7, 2023 election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

#### **4.03 ALLOCATION OF COSTS OF ELECTION**

The Jurisdiction shall reimburse the CEO for all cost incurred for the 2023 Coordinated Election. Such reimbursement shall be made within 30 days of receipt of billing from the CEO.

#### **4.04 AMENDMENT.**

This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

#### **4.05 INTEGRATION.**

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party or employee, agent, or officer of that Party.

#### **4.06 CONFLICT OF LAW.**

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

#### **4.07 TIME OF ESSENCE.**

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

#### **4.08 GOOD FAITH.**

The Parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

#### **4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.**

The Parties understand and agree that the CEO, the Mesa County Commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Clerk or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the CEO agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

#### **4.10 NO THIRD-PARTY BENEFICIARIES.**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the CEO and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

#### **4.11 GOVERNING LAW: JURISDICTION AND VENUE.**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Mesa, State of Colorado.

#### **4.12 SEVERABILITY.**

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

#### **4.13 ATTACHMENTS.**

The following attachments are incorporated herein by this reference.

Attachment A -2023 Cost Estimate

Attachment B· Key Dates for Coordinating Jurisdictions (subject to updates)

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

END OF PAGE

## NOTICES

All notices, request, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

*Notice to the Jurisdiction:*

Amy Phillips

City of Grand Junction

250 N 5<sup>th</sup> St.

Grand Junction, CO 81501

*Notice to the Clerk:*

Bobbie Gross

Mesa County

200 S Spruce St.

Grand Junction, CO 81501

In witness whereof, the City and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

Mesa County Clerk and Recorder

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Bobbie Gross

Mesa County Clerk and Recorder

Date: \_\_\_\_\_

City of Grand Junction

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Anna Stout

President of the City Council Date: \_\_\_\_\_

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Amy Phillips

City Clerk



## 2020 GENERAL ELECTION

| Participating Entities            | Total Voters Served | % of Total Voters | Participating Entities      | % of Total Cost |
|-----------------------------------|---------------------|-------------------|-----------------------------|-----------------|
|                                   |                     |                   | Election Cost               | \$ 273,000.00   |
| State                             | 109,607             |                   | State Reimbursement         | \$ 87,685.60    |
|                                   |                     |                   | *District Minimum \$2000.00 | \$ 4,000.00     |
|                                   |                     |                   | Adjusted Election Cost      | \$ 181,314.40   |
| Mesa County                       | 109,607             | 41.88%            |                             | \$ 75,927.74    |
| Mesa County Valley School Dist 51 | 107,127             | 40.93%            |                             | \$ 74,209.78    |
| City of Grand Junction            | 45,006              | 17.19%            |                             | \$ 31,176.88    |
|                                   |                     | 0.00%             |                             | \$ -            |
|                                   |                     | 0.00%             |                             | \$ -            |
|                                   |                     | 0.00%             |                             | \$ -            |
|                                   |                     | 0.00%             |                             | \$ -            |
| Plateau Valley School Dist 50*    | 1,812               |                   |                             | \$ 2,000.00     |
| De Beque School Dist 49JT*        | 611                 |                   |                             | \$ 2,000.00     |
|                                   |                     |                   |                             |                 |
|                                   |                     |                   |                             |                 |



Expected Timeline:

| Date                   | Action                                                                                                                                                                 | Statute/ Rule                                                                         |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 7/28/2023              | Last day for political subdivision to notify clerk in writing that it has taken formal action to participate in the election                                           | 1-7-116(5)<br>1-1-106(5)                                                              |
| 8/4/2023               | Intergovernmental Agreement provided to political subdivisions                                                                                                         |                                                                                       |
| 8/4/2023               | Address library sent to political subdivisions for review                                                                                                              |                                                                                       |
| 8/14/2023              | Address library review due to Elections Office contact                                                                                                                 |                                                                                       |
| 8/16/2023              | Address library corrections to political subdivision (if necessary)                                                                                                    |                                                                                       |
| 8/18/2023              | Address library corrections review due to Elections Office contact (if necessary)                                                                                      |                                                                                       |
| 8/29/2023              | Last day for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the Coordinated Election                                 | 1-7-116(2)                                                                            |
| 9/8/2023               | Last day for designated official from each political subdivision that intends to conduct an election to certify the ballot content and to deliver to the county clerk. | 1-5-203(3)(a)                                                                         |
| 9/11/2023 to 9/15/2023 | Ballot proofing (jurisdiction contact must be available)                                                                                                               |                                                                                       |
| 9/22/2023              | Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice           | 1-7-901(4)                                                                            |
| 9/23/2023              | Deadline to send out ballots to UOCAVA voters                                                                                                                          | 1-8.3-110(1)                                                                          |
| 9/25/2023              | Last day for the designated election official to deliver ballot issue notices to the County Clerk                                                                      | 1-7-904                                                                               |
| TBA                    | Scheduled day for Logic and Accuracy testing (must be completed by 10/17/2023)                                                                                         |                                                                                       |
| 10/6/2023              | Last day to mail notice of election for ballot issues                                                                                                                  | Art. X Sect.<br>20(3)(b)<br>1-1-106(5)                                                |
| 10/16/2023             | First day ballots are mailed to voters                                                                                                                                 | 1-7.5-107(3)(a)(i)                                                                    |
| 10/23/2023             | First day ballots may be counted. No results until after 7:00pm on Election Day                                                                                        | 1-7.5-107.5                                                                           |
| 10/30/2023             | Minimum number of Voter Service Polling Centers open                                                                                                                   | 1-7.5-107<br>(4.5)(a)(iii), (c )<br>Rule 7.8.1(b)                                     |
| 11/7/2023              | Election Day                                                                                                                                                           | Art. X Sect.<br>20(3)(a) 1-<br>1-104(6.5) 1-7-<br>101 1-41-<br>102(1)                 |
| 11/9/2023              | Last day to send missing signature, signature verification, and missing ID letters (Cure Letters)                                                                      | 1-7.5-107(3.5)(d)<br>1-7.5-107.3(2)(a)<br>1-8.3-105(3)(a)                             |
| 11/15/2023             | Last day for ballots cast by UOCAVA voters to be received                                                                                                              | 1-8.3-113(2)                                                                          |
| 11/15/2023             | Last day to cure missing signature or signature discrepancy                                                                                                            | 1-7.5-107 (3.5)(d)<br>1-7.5-107.3(2)(a)<br>1-8.5-105(3)(a)<br>Rule 7.6.1 and<br>7.7.5 |
| 11/17/2023             | County must finish tabulating                                                                                                                                          | Rule 25.2.2(e)                                                                        |
| TBA                    | Canvass (subject to change, but must be completed by 11/29/2023)                                                                                                       | 1-10-102(1)<br>1-10-103(1)                                                            |

## 2023 Election Calendar

| January, 2023             |                                                                                                                                                                                                                                                                                                            |                                   |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 6 -January<br>(Friday)    | Last day for county clerk and recorder to generate a list of electors within the county who submitted more than one ballot for the election. (Not later than 60 days after a state election)                                                                                                               | 1-2-305(1)<br>1-1-106(5)          |
| 9 -January<br>(Monday)    | General Assembly Convenes                                                                                                                                                                                                                                                                                  | Art. V, Sect. 7<br>H.J.R. 22-1025 |
| 10-January<br>(Wednesday) | Last day for state office holders/appointees to file personal financial disclosures, or update form.                                                                                                                                                                                                       | 24-6-202(4)                       |
| February, 2023            |                                                                                                                                                                                                                                                                                                            |                                   |
| 6 -February<br>(Monday)   | Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (No later than 90 days after the general election)                                                                                           | 1-2-605(8)                        |
| March, 2023               |                                                                                                                                                                                                                                                                                                            |                                   |
| 1 - March<br>(Wednesday)  | Deadline for the Secretary of State to distribute a free list of who voted in the 2022 general election to each major and minor political party (No later than March 1 following the general election)                                                                                                     | 1-2-305(4)                        |
|                           | Deadline for county clerk and recorder to send the county's precinct files or maps to the Secretary of State. (No later than March 1)                                                                                                                                                                      | Rule 2.18                         |
| April, 2023               |                                                                                                                                                                                                                                                                                                            |                                   |
| 7-April<br>(Friday)       | Last day to submit a draft to the Secretary of State of a 2023 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (By 3:00pm, 12 days before the last Title Board Hearing)                                                                                | 1-40-106(1)                       |
| 19-April<br>(Wednesday)   | Last Title Board Hearing for measures that will appear on the 2023 Coordinated Election ballot. (No later than third Wednesday in April)                                                                                                                                                                   | 1-40-106(1)                       |
| May, 2023                 |                                                                                                                                                                                                                                                                                                            |                                   |
| 9-May<br>(Tuesday)        | The General Assembly must adjourn no later than this date. (Regular sessions must not exceed 120 calendar days)                                                                                                                                                                                            | Art. V, Sect. 7<br>H.J.R. 22-1025 |
| June, 2023                |                                                                                                                                                                                                                                                                                                            |                                   |
| 1-June<br>(Thursday)      | Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (No later than June 1 of each odd-numbered year)                                                                                                                               | Rule 3.7                          |
| July, 2023                |                                                                                                                                                                                                                                                                                                            |                                   |
| 10-July<br>(Monday)       | Last day for county clerk to designate drop-off locations, drop-box locations and Voter Service and Polling Centers for the <b>November 7th Coordinated Election</b> . Before designation, clerks must also complete an accessibility survey for all locations. (120 days before the coordinated election) | Rule 7.9                          |
| 20-July<br>(Thursday)     | Last day for county clerk to submit an election plan to the Secretary of State for the <b>November 7th Coordinated Election</b> . (110 days before the coordinated election)                                                                                                                               | 1-7.5-105(1)<br>Rule 7.1.1        |
| 28 -July<br>(Friday)      | If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)                                                                                   | 1-7-116(5)<br>1-1-106(5)          |
|                           | Last day for a local government who wants to conduct a ranked voting election in a Coordinated Election to give the county clerk notice. (No later than 100 days before election)                                                                                                                          | Rule 26.2                         |
|                           | Last day for the Secretary of State to prepare an election notice for the Coordinated Election to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)                                                                                | 1-8.3-116(1)<br>1-1-106(5)        |

## 2023 Election Calendar

| August, 2023               |                                                                                                                                                                                                                                                                                                                                                                                            |                                |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 7-August<br>(Monday)       | Last day to file an initiative petition with the Secretary of State for the 2023 Coordinated Election. (No later than close of business, at least 3 months before the election)                                                                                                                                                                                                            | Art. V, Sect. 1(2)<br>1-40-108 |
| 9-August<br>(Wednesday)    | Last day for the county clerk to submit a watcher accommodation plan for the <b>November 7th Coordinated Election</b> to the Secretary of State. (No later than 90 days before an election)                                                                                                                                                                                                | Rule 8.7                       |
|                            | First day a candidate for the office of school district director may circulate a nomination petition. (No sooner than 90 days before the election)                                                                                                                                                                                                                                         | 1-4-803(1)(b)                  |
| 29-August<br>(Tuesday)     | Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2023 Coordinated Election. (No later than 70 days before the election)                                                                                                                                                                                                  | 1-7-116(2)                     |
| September, 2023            |                                                                                                                                                                                                                                                                                                                                                                                            |                                |
| 1-September<br>(Friday)    | <b>The governor shall, in consultation with the secretary of state designate the date of the 2024 Presidential Primary Election. (No later than the first day of September in the year before the presidential primary is to be held)</b>                                                                                                                                                  | 1-4-1203(1)                    |
|                            | Last day for candidates for the office of school district director to file a nomination petition. (No later than 67 days before the election)                                                                                                                                                                                                                                              | 1-4-803(2)                     |
| 5-September<br>(Tuesday)   | Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (By close of business on the 64th day before the election)                                                                                                                                                                                                                 | 1-4-1102(2)<br>1-1-106 (4)     |
| 6-September<br>(Wednesday) | Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 7th. (No more than 30 calendar days after the petition is filed)                                                                                                                                                                                          | 1-40-116(2)                    |
| 8-September<br>(Friday)    | Last day for major political parties to provide an adequate list of election judges to the county clerk. If an adequate list is not provided, the county clerk must report this to the Secretary of State (No later than 60 days before the election)                                                                                                                                      | Rule 6.1.3                     |
|                            | Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (No later than 60 days before the election) | 1-5-203(3)(a)                  |
|                            | Deadline for the county clerk to file security and contingency plans with the Secretary of State. (No later than 60 days prior to the first election where the procedures will be used. The Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission)                                                                       | 1-5-616(5)(b)<br>Rule 20.1.1   |
|                            | Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election. (At least 60 days before the election)                                                                                                                                                                                                                                         | Rule 20.4.2                    |
|                            | First day that the county clerk may hold election judge training. (Not more than 60 days prior to the election)                                                                                                                                                                                                                                                                            | 1-6-101(5)                     |
| 11-September<br>(Monday)   | Last day for the Secretary of State to send notice and certification of the Coordinated Election ballot to the county clerks. (No later than the 57th day before the Coordinated Election)                                                                                                                                                                                                 | 1-5-203(1)                     |
| 22-September<br>(Friday)   | Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)                                                                                                                                                                 | 1-7-901(4)                     |



## 2023 Election Calendar

|                            |                                                                                                                                                                                                                                                              |                                       |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 22-September<br>(Friday)   | Last day for petition representatives to submit summarized comments in favor of their petition. (No later than 44 days before the election)                                                                                                                  | 1-7-903 (3)<br>1-1-106(5)             |
| 23-September<br>(Saturday) | Deadline to send mail ballots to military and overseas electors. (No later than 45 days before the election)                                                                                                                                                 | 1-8.3-110(1)                          |
|                            | First day a county clerk may issue a mail ballot to a voter who requests one in person at the county clerk's office or the other office designated in the county's mail ballot plan. (No sooner than 45 days before the election)                            | 1-7.5-107 (2.7)                       |
| 25-September<br>(Monday)   | Last day for the designated election official to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)                                                                                                               | 1-7-904                               |
| 28-September<br>(Thursday) | Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (No later than the 40th day before the election)                      | 1-5-303(1)<br>1-5-304(1), (2)         |
| <b>October, 2023</b>       |                                                                                                                                                                                                                                                              |                                       |
| 3-October<br>(Tuesday)     | Last day for county clerks to provide a list of election judges, including political party affiliations, if known, to each appointing party. (No later than 35 days before election day)                                                                     | Rule 6.1.4                            |
|                            | Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 35 days before the election)                 | Rule 11.9.2                           |
| 6-October<br>(Friday)      | Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)                                                                 | Art. V, Sect. 1(7.5)(b)<br>1-1-106(5) |
| 6-October<br>(Friday)      | Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)                                                                                                                                                     | Art. X, Sect. 20(3)(b)<br>1-1-106(5)  |
|                            | The Secretary of State will establish and publish on the Audit Center the risk limit that will apply in RLAs for that election. (No later than 32 days before election day)                                                                                  | Rule 25.2.2 (a)                       |
| 6-October<br>(Friday)      | Last day a county must be able to issue a mail ballot to a voter who requests one in person at the county clerk's office or the other office designated in the county's mail ballot plan. (32 days before the election)                                      | 1-7.5-107(2.7)                        |
| 13-October<br>(Friday)     | Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)                                                                                                             | 1-5-104(1)                            |
| 16-October<br>(Monday)     | First day mail ballots may be sent to voters, except for UOCAVA voters. (No sooner than 22 days before the Election)                                                                                                                                         | 1-7.5-107(3)(a)                       |
|                            | First day that the county clerk may not run or schedule to run SCORE reports or exports that include voter or election detail during regular business hours without written authorization by the Secretary of State. (Beginning 22 days before election day) | Rule 2.15.4                           |
|                            | Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election, or day after if 22 days falls on holiday)                                                 | 1-2-201(3)(b)(I)                      |
| 17-October<br>(Tuesday)    | Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 21st day before election day)                                                                                                                                | Rule 11.3.2(a)                        |
|                            | A data entry county must upload LAT results file to ENR. (No later than 21 days before the election)                                                                                                                                                         | Rule 11.9.3                           |
| 18-October<br>(Wednesday)  | Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (No later than 20 days before the election)                                                                                                      | 1-1-104(34)<br>1-5-205(1)             |

## 2023 Election Calendar

|                                |                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 18-October<br>(Wednesday)      | Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (No later than 20 days before the election)                                                                                           | 1-5-205(2)                                                       |
|                                | Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (At least 20 days before the election)                                                                                                                                                                                                    | 1-5-106(1)                                                       |
| 20-October<br>(Friday)         | Deadline for the county clerk to send mail ballot packets to each active eligible elector for the Coordinated Election. (No later than 18 days before the Election)                                                                                                                                                                                             | 1-7.5-107(3)(a)(I)                                               |
| 23-October<br>(Monday)         | Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. (At least 15 days before any nonpartisan election)                                                                                                                                                                                                    | 1-10-201(1)                                                      |
|                                | Last day for county chairpersons of major political parties to certify appointment of registered electors to serve as members of canvass board for statewide ballot measure in the Coordinated Election; members of canvass board for other ballot content will be appointed in accordance with intergovernmental agreement. (At least 15 days before election) | Rule 4.3.3<br>1-10-101<br>1-10-202                               |
|                                | Last day for the designated election official to appoint an audit board to conduct the risk-limiting audit. (No later than 15 days before election day)                                                                                                                                                                                                         | Rule 25.2.2(c)                                                   |
|                                | Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (Beginning 15 days prior to the election)                                                                                                                                                                                                                   | 1-7.5-107.5                                                      |
| 27-October<br>(Friday)         | Equipment inventory lists due to the Secretary of State. (No later than 10 days before the election)                                                                                                                                                                                                                                                            | Rule 11.2.3<br>1-1-106(5)                                        |
|                                | The election notice must be posted in the designated election official's office. (At least 10 days before the election and until 2 days after the election)                                                                                                                                                                                                     | 1-5-205(1.3)<br>1-1-106(5)                                       |
| 30-October<br>(Monday)         | Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (Through the 8th day prior to the election)                                                                                                | 1-2-201(3)(b)(III)<br>1-2-201(4)<br>1-2-508(3)(a)(I)             |
| 30-October<br>to<br>7-November | The minimum number of required voter service and polling centers must be open for the <b>November 7th Coordinated Election</b> . (Beginning at least 8 days before and on election day, except Sundays)                                                                                                                                                         | 1-7.5-107<br>(4.5)(a)(III),(c)<br>Rule 7.8.1(b)                  |
| 31-October<br>(Tuesday)        | Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)                                                                                                                                                                                                               | Rule 11.4                                                        |
|                                | First day the minimum number of required Drop Boxes must be open for the <b>November 7th Coordinated Election</b> . (Beginning at least 7 days before an election, including Saturdays and Sundays)                                                                                                                                                             | 1-7.5-107(4.3)(b)                                                |
| <b>November, 2023</b>          |                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |
| 6-November<br>(Monday)         | A candidate for president may begin circulating petitions to appear on the 2024 presidential primary ballot. (No sooner than the first Monday in November of the year preceding the presidential primary).                                                                                                                                                      | 1-4-801(6)                                                       |
| 6-November<br>(Monday)         | Last day for county clerk to designate drop-off, drop box, and Voter Service and Polling Center locations for the <b>March 5th Presidential Primary Election</b> . Before designation, clerks must also complete an accessibility survey for all locations. (No later than 120 days before the Presidential Primary Election)                                   | Rule 7.9                                                         |
| 7-November<br>(Tuesday)        | <b>Coordinated Election</b><br>(Polls open 7:00am to 7:00pm. First Tuesday in November)                                                                                                                                                                                                                                                                         | Art. X, Sect. 20(3)(a)<br>1-1-104(6.5)<br>1-7-101<br>1-41-102(1) |



## 2023 Election Calendar

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 7-November<br>(Tuesday)    | All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.                                                                                                                                                            | 1-7.5-107(4)(b)(II)<br>1-8.3-111<br>1-8.3-113 (1), (2)                                |
| 9-November<br>(Thursday)   | Deadline for the county clerk to send missing signature, signature verification, and missing ID letters and emails for mail and provisional ballots. (Within 3 days from signature/ID verification but no later than 2 days after election day)                                                                                                                                                                                           | 1-7.5-107(3.5)(d)<br>1-7.5-107.3(2)(a)<br>1-8.5-105(3)(a)                             |
| 10-November<br>(Friday)    | Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit. (No later than 5:00 PM MT on the Friday after election day)                                                                                                                                                                                                                                                                     | Rule 25.2.2 (i)                                                                       |
|                            | Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least 7 calendar days before the meeting to be held on the 10th day after the election)                                                                                                                                                                                                                       | Rule 25.2.2(h)                                                                        |
| 15-November<br>(Wednesday) | Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the 8th day after election day)                                                                                                                                                                                                                                                                     | 1-8.3-113(2)                                                                          |
|                            | Last day for an elector to cure signature discrepancy or missing signature, or to provide missing ID. (By 11:59 p.m. MT 8 days after election day)                                                                                                                                                                                                                                                                                        | 1-7.5-107(3.5)(d)<br>1-7.5-107.3(2)(a)<br>1-8.5-105(3)(a)<br>Rule 7.6.1<br>Rule 7.7.5 |
| 16-November<br>(Thursday)  | Last day for verification and counting of provisional ballots. (Within 9 days after election day)                                                                                                                                                                                                                                                                                                                                         | 1-8.5-105 (5)                                                                         |
|                            | Last day for county clerk to submit an election plan to the Secretary of State for the <b>March 5th Presidential Primary Election</b> . (No later than 110 days before the Presidential Primary Election)                                                                                                                                                                                                                                 | 1-7.5-105(1)<br>Rule 7.1.1                                                            |
| 17-November<br>(Friday)    | County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county. Immediately after completing this tabulating, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by the 10th day after election day)                                                                 | Rule 25.2.2 (e)                                                                       |
|                            | Deadline for county conducting a comparison audit to upload:<br>-verified and hashed ballot manifest, and the manifest' hash value to the Secretary of State's office<br>-verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office<br>-RLA tabulation results export to the Secretary of State's Election Night Reporting system. (No later than 5:00 PM MT on the 10th day after election day) | Rule 25.2.2 (g)                                                                       |
|                            | Deadline for county conducting a ballot polling audit to upload:<br>-verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office<br>-cumulative tabulation report, by email to the Secretary of State's Office<br>-RLA tabulation results export to the Secretary of State's Election Night Reporting system. (No later than 5:00 PM MT on the 10th day after election day)      | Rule 25.2.2 (h)                                                                       |
| 20-November<br>(Monday)    | Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 13th day after election day)                                                                                                                                                                                                                                                                                                                | Rule 25.2.2 (i)                                                                       |
|                            | Deadline for Secretary of State to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 13th day after election day)                                                                                                                                                                                                                                                                            | Rule 25.2.2 (I)                                                                       |
| 27-November<br>(Monday)    | Last day for the Secretary of State to prepare an election notice for the <b>March 5th Presidential Primary Election</b> to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)                                                                                                                                                                                     | 1-8.3-116<br>1-1-106(4)                                                               |
| 28-November<br>(Tuesday)   | Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit. (No later than 5:00 p.m. MT on business day before the canvass deadline)                                                                                                                                                                                                                          | Rule 25.2.3(d)                                                                        |
| 29-November<br>(Wednesday) | Last day to complete the canvass and submit official abstract of votes cast for the Coordinated Election to the Secretary of State. (No later than the 22nd day after the election)                                                                                                                                                                                                                                                       | 1-10-102(1)<br>1-10-103 (1)                                                           |



## 2023 Election Calendar

|                           |                                                                                                                                                                                                                                                                                                                                                                             |                                |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 30-November<br>(Thursday) | Deadline to upload the final canvass results to the ENR system. (By close of business on the first business day after the statutory deadline for completing the canvass)                                                                                                                                                                                                    | Rule 11.9.6                    |
|                           | Last day for political subdivision that referred a ballot issue or question that failed, to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)                                                                                                                                            | 1-10.5-103                     |
| <b>December, 2023</b>     |                                                                                                                                                                                                                                                                                                                                                                             |                                |
| 1- December<br>(Friday)   | Last day for the Department of Higher Education to provide enrollment data for the 2022 Fall Semester to the Secretary of State. (On or before December 1 of each general election year)                                                                                                                                                                                    | 1-5-102.9<br>(1)(b.5)(I)(B)(V) |
| 4-December<br>(Monday)    | Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 27th day after the Coordinated Election)                                                                                                                                                                                      | 1-10-103(2)                    |
| 5-December<br>(Tuesday)   | Last day for an interested party to request a recount of the results of the Coordinated Election at their own expense. (Within 28 days after the Coordinated Election)                                                                                                                                                                                                      | 1-10.5-106 (2)                 |
| 6-December<br>(Wednesday) | Last day for the county clerk to submit a watcher accommodation plan for the <b>March 5th Presidential Primary Election</b> to the Secretary of State. (No later than 90 days before an election)                                                                                                                                                                           | Rule 8.7                       |
| 7-December<br>(Thursday)  | First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (Through at least 30 days after the election, unless there is a recount)                                                                                                                                                                                           | Rule 20.9.2                    |
|                           | Last day for a county over 50,000 to report its wait times at each of its voter service and polling centers in accordance with the Secretary of State's written wait time policy document. (No later than 30 days after the Coordinated Election)                                                                                                                           | Rule 7.8.9.                    |
| 8-December<br>(Friday)    | Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter if no recount was required or requested. (No later than the third business day following the deadline to request a recount)                                 | Rule 25.2.4                    |
| 11-December<br>(Monday)   | Last day for Presidential Primary candidate to submit to the Secretary of State a notarized candidate's statement of intent and filing fee if not petitioning onto the ballot. (No later than 85 days before the March 5th Presidential Primary Election)                                                                                                                   | 1-4-1204 (1)(c )               |
|                           | Last day for Presidential Primary candidate to file petition to be on the ballot for the <b>March 5th Presidential Primary Election</b> . (No later than 85 days prior to the presidential primary)                                                                                                                                                                         | 1-4-801(6)                     |
| 12-December<br>(Tuesday)  | Last day to complete a statutory recount of any race in the Coordinated Election. (No later than the 35th day after the Coordinated Election)                                                                                                                                                                                                                               | 1-10.5-102(2)<br>1-10.5-103    |
| 14-December<br>(Thursday) | Last day to complete a recount requested by an interested party. (No later than the 37th day after the Coordinated Election)                                                                                                                                                                                                                                                | 1-10.5-106(2)                  |
| 29-December<br>(Friday)   | Last day for presidential primary write-in candidate to submit statement of intent to seek the office of president of the United States and filing fee to the Secretary of State. (No later than the close of business 67 days before the presidential primary election)                                                                                                    | 1-4-1205                       |
|                           | Last day a person whose name has been certified to be placed on the ballot of the <b>March 5th Presidential Primary Election</b> may file an affidavit with the secretary of state stating they are no longer a candidate and request their name not be included in the list of certified candidates. (No later than the 65th day before the presidential primary election) | 1-4-1204(1.5) 1-1-106(5)       |

## 2023 Election Calendar

|                                    |                                                                                                                                                                                                                                                                                                                                                     |             |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 29-December<br>(Friday)            | Following the election, the county clerk must report to the Secretary of State in writing the number of ballot return envelopes with discrepant signatures that the clerk forwarded to the district attorney for investigation.                                                                                                                     | Rule 7.7.13 |
| <b>Note on Computation of Time</b> |                                                                                                                                                                                                                                                                                                                                                     |             |
| <b>NOTE</b>                        | If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday <u>and</u> completion of the act involves a filing <i>or</i> other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.                                     | 1-1-106(4)  |
|                                    | If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months before the date of an election, the period is shortened to and ends on the <i>prior business day</i> that is not a Saturday, Sunday, or legal holiday. | 1-1-106(5)  |
|                                    |                                                                                                                                                                                                                                                                                                                                                     |             |
|                                    |                                                                                                                                                                                                                                                                                                                                                     |             |
|                                    |                                                                                                                                                                                                                                                                                                                                                     |             |

## Certification Format Information Page

Ballot certification is required in two formats:

- Printed hard copy; and,
- Electronic copy. The electronic version must be provided using Microsoft word. No PDF versions will be accepted.

The electronic copy must be emailed to Stephanie.wenholz@mesacounty.us. Both the printed hard copy and electronic copy must be received at the main Clerk & Recorder's Office location at 200 S Spruce St., Grand Junction, CO 81501 as soon as possible but no later than 5:00 p.m. on September 9, 2022.

Important: Per Rule 4.5.2(e)(4) – Ballot questions and issues are numbered or lettered in the order in which the measures are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or printed hard copy, have been received by the CEO.

Electronic version: These requirements apply to the ballot content, as well as the Ballot Issue notice information. Email using Microsoft word is acceptable.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issues, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

Audio Recording: If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to angieleath@elpasoco.com or call (719) 520-6760 to leave an audio recording of each candidate's name in the voice mail box.

**This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.**

## Ballot Issue Notice Example Page

**NOTE:** The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name]

[Title]

[Address]

[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A  
CITIZEN PETITION] [ON A REFERRED MEASURE]

[DISTRICT NAME]

MESA COUNTY, STATE OF COLORADO

Election Date:

[Insert Election Date]

Election Hours:

[7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original  
ballot certification.]

### **Information:**

The below information is not required with your ballot certification on 9/3/21. It is required with your Ballot Issue Notice submission which is due on 9/17/21.

#### Fiscal Year Spending Information:

|                                      |               |
|--------------------------------------|---------------|
| Year (Current fiscal year estimated) | [\$1,000,000] |
| Year (Actual)                        | [\$1,000,000] |
| Year (Actual)                        | [\$1,000,000] |
| Year (Actual)                        | [\$1,000,000] |
| Year (Actual)                        | [\$1,000,000] |

Overall percentage change in fiscal year spending: [Insert % of overall change]  
Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]



Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

|                                |               |
|--------------------------------|---------------|
| Principal amount:              | [\$?,000,000] |
| Maximum annual repayment cost: | [\$?,000,000] |
| Total repayment cost:          | [\$?,000,000] |

Information on Proposed Bonded Debt:

|                                |               |
|--------------------------------|---------------|
| Principal amount:              | [\$?,000,000] |
| Maximum annual repayment cost: | [\$?,000,000] |
| Total repayment cost:          | [\$?,000,000] |

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

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**Sample Candidate Ballot Layout**

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here

Length of Term here

(Vote for not more than?)

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of the Office here

Length of Term here

(Vote for not more than?)

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name

\_\_\_\_\_ Candidate's name



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**RESOLUTION NO. \_\_-23**

**A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF  
GRAND JUNCTION, COLORADO CONCERNING AND PROVIDING  
FOR THE SUBMISSION TO THE ELECTORATE ON NOVEMBER 7,  
2023, OF TWO MEASURES TO AMEND THE CITY CHARTER, AND  
OTHER DETAILS RELATING THERETO AND A MEASURE TO ASK  
VOTERS FOR APPROVAL TO ENTER INTO DEBT FOR  
CONSTRUCTION OF A 29 ROAD AND I-70 INTERCHANGE AND  
OTHER IMPROVEMENTS TO A SEGMENT OF 29 ROAD**

WHEREAS, the City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter ("Charter"); and

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

WHEREAS, the Council hereby finds and determines that it is in the public interest to pose a question to the electors to authorize an increase in City debt and allow the City to collect, retain and spend revenue as stated in the question without application of the Taxpayers Bill of Rights ("TABOR") for an interchange at I-70 and 29 Road, and to pose two questions to amend the City Charter, one pertaining to leasing City property for up to 99 years for affordable and work force housing, and the other pertaining to increasing City Council salaries and offering City Councilmembers health insurance, all as further provided in the resolution and ordinances pertaining to the same; and,

WHEREAS the Mesa County Elections Department Clerk ("County") is conducting a coordinated election on November 7, 2023 ("Election") pursuant to §1-7-116, C.R.S.; and,

WHEREAS the Council is of the opinion that the City should seek voter approval for the purposes provided in this resolution, the ordinances and the resolution setting the ballot questions; and,

WHEREAS it is necessary to set forth certain procedures concerning the conduct of the Election.

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

Section 1. All actions heretofore taken, not inconsistent with the provisions of this resolution, by the City and the officers thereof, directed toward the Election and the objects and purposes herein stated and as stated by the ordinances and resolution setting the questions for the Election are hereby ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings defined in §1-1-104, C.R.S., and TABOR.

Section 2. Pursuant to the Uniform Election Code and all other applicable laws of the State of Colorado, the Council hereby determines that an election shall be held on November 7, 2023, at which there shall be submitted to the registered electors of the City the questions described in Section 3 hereof. The City shall participate in the coordinated election being conducted by the County on November 7, 2023. The officers of the City are authorized to enter into an intergovernmental agreement with the County pursuant to §1-7-116 of the Uniform Election Code and Article II, Section 25 of the City Charter. Any such intergovernmental agreements hereby or heretofore approved in connection with the Election are hereby ratified, approved and confirmed.

Section 3. The Council hereby authorizes and directs the designated election official to certify to the County on or before September 8, 2023, the ballot issues in substantially the form of the ordinances and resolution pertaining to the same.

Section 4. The City Council hereby appoints the City Clerk as the designated election official ("DEO") for purposes of performing acts required or permitted by law in connection with the Election. Pursuant to §1-1-111(2), C.R.S., all powers and authority granted to the Council may be exercised by the DEO, including but not limited to the power to appoint election judges.

Section 5. If a majority of the votes cast on any question are in favor, then the City shall be authorized to act as provided in the question(s) and if a majority of the votes cast on any question(s) are opposed then the City shall not be authorized to act.

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

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

INTRODUCED, READ, APPROVED, AND ADOPTED this 16<sup>th</sup> day of August 2023.

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Anna M. Stout  
President of the City Council

ATTEST:

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Amy Phillips  
City Clerk