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**CITY COUNCIL AGENDA
WEDNESDAY, JULY 1, 2020
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – MUNICIPAL COURT HEARING ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

Beginning May 20, 2020 and thereafter, in-person citizen comments are reinstated. Persons attending meetings will be asked to practice social distancing and wear masks. The temporary process of submitting comments on meeting agenda items by telephone or on-line has ended. If you need to contact City Council or City staff prior to a City Council meeting, e-mail addresses and other contact information is available at www.gjcity.org. If you wish to address Council in person you will be further advised of the process at the meeting.

Call to Order, Pledge of Allegiance, Moment of Silence

Appointments

To the Urban Trails Committee

To the Parks and Recreation Advisory Board

Citizen Comments

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

- a. Supplemental Documentation

City Manager Report

Council Reports

REVISED

CONSENT AGENDA

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

1. Approval of Minutes

- a. Minutes of the June 15, 2020 Special Meeting
- b. Minutes of the June 17, 2020 Regular Meeting
- c. Summary of the June 18, 2020 Workshop

2. Set Public Hearings

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

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Fairview Glen Annexation of 19.259-Acres, Located at 2767 C Road and Properties Located North of B ½ Road between Allyce Avenue and Nashua Lane & Court and Set a Public Hearing for September 2, 2020

3. Continue Public Hearings

- a. Quasi-judicial
 - i. A Resolution Accepting the Petition for Annexation of 237.57 Acres of Land and Ordinance Annexing the Redlands 360 Annexations, Located South of the Redlands Parkway/Highway 340 Intersection -
Continued to July 15, 2020

4. Contracts

- a. 2020 Contract Street Maintenance - Asphalt Overlays - Change Order #1

5. Resolutions

- a. A Resolution Concerning the Issuance of a Revocable Permit to the Lowell Village Metropolitan District for the Installation and Ongoing Maintenance of Bioswales and Landscaping in the White Avenue and North 8th Street Right-of-Way Adjacent to Lot 2 R5 Block Subdivision Amended
- b. Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for Construction of Horizon Drive at G Road Roundabout

REGULAR AGENDA

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

6. Public Hearings

- a. Legislative
 - i. An Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership
- b. Quasi-judicial
 - i. A Request by Stericycle, Inc. for Approval of a Certificate of Designation (CD) to Establish and Operate a Solid Waste Disposal Facility on a Portion of the Property Located at 2332 I-70 Frontage Road - [Staff Presentation](#)
 - ii. A Resolution to Create and Establish an Improvement District – Victor Drive Sanitary Sewer Improvement District SS-20
 - iii. An Ordinance Rezoning the Arcadia North Subdivision from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street - [Staff Presentation](#)

7. Resolutions

- a. Intergovernmental Agreement with the Lowell Village Metropolitan District (District) for Construction and Ongoing Maintenance of Improvements Associated with the Lowell Village Townhomes Development on the Southeast Corner of Grand Avenue and North 7th Street
- b. A Resolution Adopting a Policy Establishing Principles of Decorum for City Council

8. Other Action Items

- a. Memorandum of Understanding with Mesa County, City of Fruita, Town of Palisade, Town of Collbran, and Town of De Beque Regarding Allocation and Disbursement of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Funds

9. 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.

10. Other Business

11. Adjournment



Grand Junction City Council

Regular Session

Item #

Meeting Date: July 1, 2020
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

To the Urban Trails Committee

EXECUTIVE SUMMARY:

There are five vacancies on the Urban Trails Committee.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring and resignations.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Urban Trails Committee.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: July 1, 2020
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Parks and Recreation Advisory Board

RECOMMENDATION:

Appoint members to the Parks and Recreation Advisory Board.

EXECUTIVE SUMMARY:

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

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

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

Attachments

None

City Council Strategic Priorities

July 1, 2020

City Council Strategic Priorities

Impact fees are not covering capital or operating expenses

- Redlands 360 project (Easter Hill) – 1,644 homes
 - BBC Research Study – City Council Workshop June 18, 2020
 - \$4.1 million capital deficit
 - On-going \$1.3 million annual deficit
 - Implications to current taxpayers
 - Subsidizing new home capital infrastructure
 - Citizens will have reduced services or be asked for a tax increase to maintain current level of services
- Decrease timeline for full implementation prior to July 1, 2023

Increase impact fees and reduce phase in period

City Council Strategic Priorities

Persigo agreement requiring annexation into the City of Grand Junction without regard to infrastructure costs

- Magnus Court (Riggs Hill) – 74 homes – June 15, 2020
 - Infill project
 - County roads
 - No sidewalks
 - Narrow streets
 - Currently CO 340 needs West bound turn lane at Reed Mesa

Re-negotiate contract for exclusions or shared expense prior to accepting annexation

Grand Junction City Council - July 1, 2020

City Council Strategic Priorities

Too many enterprise zones, special districts and committees splinter City Councilmembers focus

Examples:

Council Workshop June 29, 2020 – 200 page Agenda Packet

Council July 1, 2020 – 311 page Agenda Packet

Council Workshop May 18, 2020 Assignments

Dos Rios	AGNC	Business Incubator
Persigo	CML Liaison	Homeless Coalition
Downtown Dev (DDA)	One Riverfront	Parks Improvement
Downtown BID	Comm. on Arts & Culture	Property Committee
GJ Regional Airport	Riverview Technology	Mesa Co. Separator Project
Grand Val. Trans (GVRTC)	Parks & Rec	Las Colonias Dev

Stop creating additional enterprise zones, special districts and committees while reducing existing number

Grand Junction City Council - July 1, 2020

City Council Strategic Priorities

Action Plan

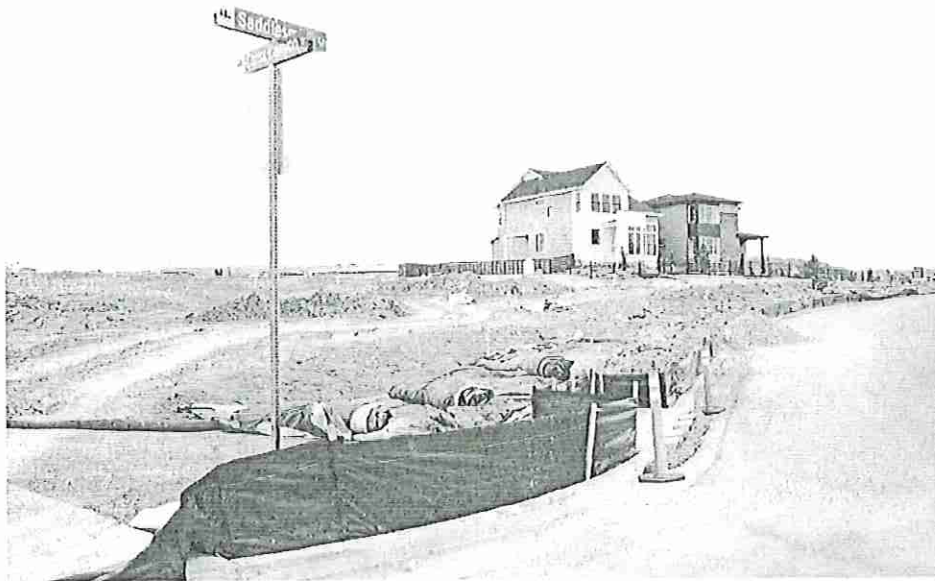
- Increase impact fees and reduce phase-in period
- Re-negotiate Persigo contract for exclusions or shared expenses prior to accepting annexation from Mesa County
- Stop creating additional enterprise zones, special districts and committees while reducing existing number

Grand Junction City Council - July 1, 2020

BUSINESS ▸ REAL ESTATE • Investigative

Metro district residents, municipalities, legislators, stakeholders seek changes, greater voice in how districts work

Denver Post coverage of metropolitan districts spurs people to action



Kathryn Scott, Special to The Denver Post

Two newly built homes sit atop a hill at the intersection of Cross Canyon Trail and Saddlesmith Lane. Construction crews continue work at The Canyons housing development on Dec. 23, 2019 in Castle Pines.

By **DAVID MIGOYA** | dmigoya@denverpost.com | The Denver Post

PUBLISHED: January 31, 2020 at 6:00 a.m. | UPDATED: April 4, 2020 at 12:55 p.m.

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Homeowners in several metro districts across Colorado are pressing for greater transparency and financial details from the developer-controlled boards that govern them – a few are pushing for their outright ouster via a recall – in light of Denver Post stories highlighting their operations.

With about four weeks remaining for metro district residents to file the paperwork needed to run for their local board of directors – seats on dozens of metro district boards are up for election in May – resident interest in wresting control of their community's future has been high following The Post's stories detailing concerns with the heavy debt and property taxes they face.

The metro district industry also appears poised to join the fray with a proposed comprehensive public relations campaign its creator calls "critical" to success in the current legislative session. News stories have helped "to create an increasingly hostile atmosphere ... one (that) will likely inspire state lawmakers to consider legislative action," according to a fundraising document obtained by The Post.

Other reactions to The Post's articles include:

- Officials from at least four municipal governments that have sponsored metro districts said they are reevaluating those relationships and the processes that got them there.
- At least one lawyer representing a metro district has resigned, citing potential conflicts of interest that could violate rules of professional conduct for attorneys.
- Two legislators have met with constituents to discuss how legislation could fix issues highlighted by The Post's reporting.
- Three real-estate professionals have said they are pressing the state board that issues their licenses to ensure future training and tests include information about metro districts. Currently, they do not.
- Residents in two districts with non-profits funded with fees are assessed when someone sells their home say they are pushing for a voice in how those dollars get spent.

"Thanks to your hard work, we did get the (Southshore Metro) District #2 to hire a proper investment professional on the eve of a \$45 million (bond) vote," said Ross Garrett, a Southshore resident who is running for its board. "I'd estimate that single move may save (us) \$5 million to \$10 million by not sealing the bad deal they were supposed to vote on."

In addition, meetings of the Southshore board were moved from Englewood, nearly 20 miles away, to the district clubhouse south of the Aurora Reservoir, Garrett said.



"Your reporting is having a tremendous impact," he said.

Residents at the Erie Commons Metro District #2, just south of downtown Erie, in December filed paperwork to begin a recall of the five-member developer-controlled board following The Post's stories. When they learned state law prohibits board members from being recalled within six months of a new election, residents decided to run for the seats themselves.

"Your articles helped to get me involved," resident Cathy Cormack told The Post in an email. "But since we have an election in May, the recall election will transition to a scheduled election. Hopefully, Erie Commons will be able to elect homeowners to the board in May."

The same is true in BNC Metro District #2 in Commerce City, where residents are determined to have a say in the finances that dictate their property taxes.

"I am just getting into this, and all I know is that the builder is making all the decisions for the homeowners," resident Joel Person said. "I have the right to be on the board to help control the debt being issued here."

The Post detailed how developers and builders control metro districts from the moment they are formed, voting on debt limits and tax obligations that residents are required to pay for decades, but have no say in how they are formulated. Some developer-controlled districts have approved debt limits as high as \$20 billion, The Post found.

■ **RELATED:** [Read more from this Denver Post investigation here](#)

In Fort Collins, the city council has taken time to review how it handles the few metropolitan districts it has supported, according to Mayor Wade Troxell.

“I think it’s basically made us stand back and assess what we’re doing and how it stacks up to what’s going on,” Troxell said in a telephone interview. “The scrutiny has been ratcheted up and that’s good.”

Aurora Mayor pro tem Nicole Johnston Zipsie said her city is adding detailed information about metro districts to its highly used municipal website to bolster additional education.

Council members in Loveland have scheduled a special study session about metro districts, much of it prompted by heated meetings in which residents and elected officials have been at odds.

“Since the articles, some of the residents in The Lakes at Centerra have started attending the metro board meetings and are coming to our city council meetings, asking very good questions,” Mayor Jacki Marsh said in an email. “In addition, residents have learned they owe \$33 million and the current repayment is interest only. Your articles are getting a lot of attention in Loveland.”

■ **RELATED:** [Reporter David Migoya answers your questions about the metro district investigation](#)

In Berthoud, Mayor William Karspeck said city council staff is looking to shore up how it deals with metro districts.

“Staff is currently working on a new metro district policy that I believe will be necessarily quite strict,” Karspeck told The Post in an email. “Over the past couple of weeks, I have been talking with other mayors regarding their metro district policies. As metro districts are coming into maturity ... we are seeing first hand their downsides, mainly the exorbitant mill levies and the consequent financial burden our metro district residents are under.”

The proposed pro-metro-district fundraising effort was launched by Catalyst Public Affairs in Denver, which pitched metro district “industry professionals” on an idea to raise \$160,000 — at \$3,000 per contributor — to “launch an effort to disseminate facts and educate Coloradans (which) is critical to maintaining metro districts as a valuable tool for communities,” the pitch letter reads.

Part of the pitch is to survey the public “to accurately gauge” its opinion about districts, then to “engage in exhaustive opposition” and use select outlets, including its own website to drive its message.

According to the six-page pitch letter, their toolbox will include a lobbying team, social media team, and media blitzes to include op-eds, letters to the editor and other public relations campaigns designed to cast the industry in the most positive light — including a database of “publications to target with tailored angles.”

“This is a group of business leaders who believe that metro districts are an important tool to Colorado’s economic vitality and they want to educate the broader community,” Catalyst senior vice president Kristi Pollard told The Post in an email. “The goal is to describe what metro districts are, what they are not, and how they can help communities meet their infrastructure needs.”

Similarly, the Urban Land Institute is hosting a program on March 4 to discuss whether metro districts are “Wild West or Promised Land?” Its advertised panel is made up of attorneys who represent districts, underwriters of the bonds that districts pass, and metro district developers.

“Developers say that since TABOR they are simply using the tools available to fund housing, commercial areas, amenities, and infrastructure that serves hundreds of thousands of Coloradans,” the program announcement reads.

Learn more

To find information about individual metro districts, including budget documents, director and election information, and service plans, go to the [Colorado Department of Local Affairs website](#).

Popular in the Community

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

June 15, 2020

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into special session on the 15th day of June 2020 at 6:01 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

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

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

REGULAR AGENDA

A Resolution Accepting the Petition for Annexation of 45.543-Acres of Land and Ordinances Annexing and Zoning the Magnus Court Annexation to PD (Planned Development) for Two (2) Properties and an Ordinance Rezoning Two (2) Properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units Per Acre) to PD (Planned Development) with an Outline Development Plan Called Magnus Court to Develop 74 Single-Family Detached Lots with an R-2 (Residential – 2 du/ac) Default Zone District; the Properties Combined are 69.67 Acres and are Generally Located at the West End of Magnus Court and Include the Property Addressed as 2215 Magnus Court #A

The applicants CR Nevada Associates, LLC, JLC Magnus, LLC and Bonds, LLC represented by Mike Thomas requested a Zone of Annexation for two (2) properties to Planned Development. The proposed request also includes the rezone of two (2) properties that are currently located within City limits and zoned R-E (Residential Estate) and R-2 (Residential – 2 du/ac) and an Outline Development Plan (ODP) for all four (4) properties with a proposed zone of Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district for Magnus Court ODP.

The proposed plan would develop 74 single-family detached lots with several areas being proposed to be dedicated to a homeowner's association or granted to the City as public open space on 69.67 acres. The ODP establishes specific performance standards the development will be required to meet and conform with throughout each development phase, consistent with Section 21.02.150 (b) of the Zoning and Development Code. The project is located at the west end of Magnus Court and includes the property addressed as 2215 Magnus Court #A.

The Planning Commission first reviewed this application on February 25, 2020 and

recommended denial of the request based largely on public comments regarding traffic impact, existing road infrastructure and pedestrian safety. The applicant resubmitted their application which included responses to a number of the concerns expressed at the February 25th public hearing and the Planning Commission reheard this item at their May 26th meeting recommending approval of the request.

Senior Planner Scott Peterson presented this item.

Ted Ciavonne of Ciavonne, Roberts and Associates, Inc. presented on behalf of the applicants.

Discussion included that the Planning Commission's vote to recommend approval was 6 - 1, in general the Broadway (Hwy 340) corridor is included in the 2035 Statewide Transportation Plan although improvement projects like this may be cause for review, the current sidewalks were included in the 2016 study, some City traffic improvements are warranted today (left turn off Broadway onto Reed Mesa would need to be completed before the first project's Certificate of Occupancy is issued) and many will be needed prior to the project's completion, drainage improvement will be accomplished by water being funneled into retention areas away from homes, Transportation Capacity Payments (TCP) go toward to "main line" system not specific projects, cost share discussions are in process with the developer and County (\$75,000 each) and will use a portion of City TCP (\$425,000), three alternate street requests for the project were reviewed and approved by the City's Development Review Team which includes the Fire Department (FD), there has been no further action on the two previously annexed properties and the ODP was never approved (a formal subdivision was not proposed), this project's ODP will expire the end of 2030, the FD requires wider streets and that each home be equipped with a fire sprinkler system due to the higher number of homes off this access, the project includes three shared drives, public parking is available at the bottom of Riggs Hill but other public parking has not been addressed, concern regarding the inadequate infrastructure surrounding the development, maximum allowable road grades ruled out consideration of alternate access points, this area is probably not suitable for underground storm detention due to grading issues, the property does not include water rights, access to main roads will be reviewed for best use of funds, concerns regarding the lack of upgrades to county roads, and that more City/County road upgrade projects are needed.

The public hearing opened at 7:06 p.m.

The following spoke against the item: Denis Guenther, Wayne Smith, Mike Mahoney, Linda Jones, Nuala Whitcomb, Sharon Sigrist, Angela Shoberg, Jill Nadel, Lisa Smith, Susan Stanton, Lisa LeFever and Naomi Rintoul.

The public hearing closed at 7:41 p.m.

Mr. Ciavonne responded to public hearing comments regarding how the project will improve the area's drainage issues, the hill that creates the blind turn onto Magnus Court will be "shaved", City Code encourages "clustering", the Museum of Western Colorado agreed to help with any dinosaur bone excavation needs and said the developer provided copious information to the City and improved upon the original plan which the City and County support and which meets

City Code and multiple City plans and policies.

Scott May from Mesa County noted the different rate structures for City and County project financing and spoke to the County's policy of requiring developers to provide most of the cost for a project's roads and any needed improvements to surrounding roads (access points and turn lanes). Mr. May also noted the County is reviewing storm water drainage and the need for wider roadways in this area and said the needed road improvements are more of a City issue.

Councilmember Andrews moved to adopt Resolution No. 33-20, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Magnus Court Annexation, located at the west end of Magnus Court is eligible for annexation, Ordinance No. 4938, an ordinance annexing territory to the City of Grand Junction, Colorado, Magnus Court Annexation, approximately 45.543 Acres, located at the west end of Magnus Court on final passage and ordered final publication in pamphlet form, Ordinance No. 4939, an ordinance zoning the Magnus Court Annexation to PD (Planned Development) with an R-2 (Residential – du/ac) default zone district, located at the west end of Magnus Court on final passage and ordered final publication in pamphlet form, and Ordinance No. 4940, an ordinance zoning the Magnus Court Subdivision to PD (Planned Development) with a Default Zone of R-2 (Residential – 2 du/ac) and an Outline Development Plan (ODP) for 74 residential units on 69.67 acres, located at Magus Court and 2215 Magus Court #A, on final passage and ordered final publication in pamphlet form. Councilmember Stout seconded the motion. Motion carried by roll call vote with Councilmembers Pe'a, Taggart and Council President Wortmann voting NO.

City Council Communication

Councilmembers Taggart and Stout reported a meeting was held with City representatives and RAW (Right and Wrong) members to get a better idea of what steps need to be made to move forward to create an integrated committee including identifying people/agency participation and sub-committees for specific issues. A vigil with a committee update announcement is being organized by Black Citizens and Friends Group, Black Lives Matter and RAW for Juneteenth; they also requested local municipalities read formal statements of support.

Councilmember McDaniel requested Council 1) discuss the Persigo Agreement and 2) issue a formal policy statement expressing Council's position regarding current issues.

Councilmember Pe'a agreed to read the Inclusivity Proclamation at the Juneteenth event. He also stated he was not aware of the changes to the June 3rd pre-meeting location and attendees. Councilmember Norris requested that any formal statement from Council be cohesive and inclusive before being issued to the public. City Council discussion ensued about Council notification, the format and purpose of this pre-meeting, and citizen comments made at the June 3rd meeting. Councilmember Stout stated that pre-meetings are open to the public.

Councilmember McDaniel discussed the Persigo Agreement and that it be reviewed for the purpose of presenting possible amendments to the County specifically regarding annexation

requirements; he volunteered to review the Agreement.

Councilmember Norris explained Transdev, who employs bus drivers for Grand Valley Transit (GVT), is currently in employment negotiations with the bus driver's union which is sending out letters to garner support; she clarified the drivers are not GVT employees.

Adjournment

The meeting adjourned at 9:05 p.m.

Wanda Winkelmann, MMC
City Clerk

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

June 17, 2020

Call to Order, Pledge of Allegiance, Invocation

The City Council of the City of Grand Junction convened into regular session on the 17th day of June 2020 at 5:58 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

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

Council President Wortmann called the meeting to order. Councilmember Stout led the Pledge of Allegiance which was followed with an invocation by Anne Landman.

Presentations

"Safe Together, Strong Together", Colorado Mesa University's Return to Campus Update

Colorado Mesa University President Tim Foster and Assistant Professor/ Physician Assistant Program Director Dr. Amy Bronson updated Council on the University's return to campus plan for students.

Council Reports

Councilmember Pe'a apologized for comments made at the previous meeting and emphasized they were not directed toward the protest movement or its participants.

Councilmember Norris said Council received a lot of community emails and stressed how important it is for Council to hear from citizens because discrimination is a community issue that needs to be addressed with measurable goals to ensure positive change.

Councilmember Taggart apologized for not intervening in the conversation from the last meeting and noted it should have been held in private.

Councilmember Stout thanked the community for their support, encouragement and participation in local government, and commented on the progress the task force has made regarding membership and subcommittees which will also be announced at the Juneteenth event. She then provided updates on the Arts Commission which will resume meeting on June 24th and that the Downtown Development Authority reinstated parking charges on June 8th.

Council President Wortmann thanked Council for their comments.

Citizen Comments

Demetrius Davis thanked Councilmember Stout for the invitation to the June 3rd Council meeting, apologized to Councilmember Norris, said he felt the previous meeting lacked respect and encouraged progress.

Ryan Smith thanked Colorado Mesa University Head Football Coach Tremaine Jackson and City of Grand Junction Police Chief Doug Shoemaker for encouraging him. He expressed disappointment in City Council and asked Councilmember Pe'a to resign.

Matthew Crowe said racism is a cancer in our community and encouraged respect.

Jay Freeman said elected officials are leaders, asked to be added to the agenda and that Council release a formal position statement.

Jerry June was disappointed in local leadership and asked for unity.

Julie Deutsch thanked Council for the opportunity to speak and said that all people should be allowed to speak.

Cindy Enos-Martinez said, as former City Councilmember and Mayor, she understands the time demands and pressures of the office and encouraged Council to practice diligence, patience and discretion in order to move forward as a group and work through community issues.

Ta'lor Jackson felt there was a misunderstanding and asked to work with Council to find solutions.

Zac Grant was disappointed by the previous Council meeting and asked for action rather than apologies and requested Councilmember Pe'a and Mayor Wortmann step down.

Johnnie Marsh thanked Councilmember Stout and was disappointed in Council comments.

Richard Puter characterized the June 3rd Council meeting as an ambush and encouraged Council to hold the rule of law and make positive changes for the good of all.

Andy Sweet thanked Councilmember Stout and said better communication is needed to move forward.

Marc Coutu said he previously lived in Atlanta and felt out of area organizers spurred the local protests.

Amber Johnson felt the majority of people want equal rights for all and encouraged everyone

to work together to promote change and was disappointed in Council's comments.

Jennifer Hancock spoke about violent social media posts and encouraged civil decorum from Council and within the community.

John Whipple condemned discrimination within the community and called for action on the part of Council.

Ed Kowalski felt the protesters were intimidated.

Ireland Hayworth felt her generation is open minded and inclusive and thanked Council for the opportunity to speak.

Valerie Hansen called for decorum and implored people to listen to each other respectfully.

Richard Swingle provided a PowerPoint regarding the need to increase the detail in Council minutes and revert to detailed minutes.

Jacqueline Anderson expressed concerns regarding the previous meeting and made an appeal for everyone to be thoughtful and courteous and work together as people, not groups, for positive change.

Cassidy Gooding was pleasantly surprised by the big ideas of the gathering and said, in the world today, decorum allows for ideas to be expressed spontaneously.

Janell Johnson relayed her and her family's experience of discrimination within the community and school district and expressed concern that leaders are not fully vested in seeing change.

CONSENT AGENDA

Councilmember Andrews moved to adopt Consent Agenda items #1 - #3. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

1. Approval of Minutes

- a. Minutes of the June 1, 2020 Special Meeting
- b. Minutes of the June 3, 2020 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance to Consider a Request by Property Owners of the Arcadia North Subdivision to Rezone the Arcadia North Subdivision (10

Parcels) from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street and Set a Public Hearing for July 1, 2020

3. Contracts

- a. Contract for Lunch Loop Trailhead Improvements
- b. CDBG-CV Subrecipient Agreements between the Counseling and Education Center, Community Food Bank, Eureka! McConnell Science Museum, Grand Junction Housing Authority, Grand Valley Catholic Outreach, Hilltop Community Resources, Inc., Marillac Clinic, Inc., Riverside Educational Center and STRiVE, and the City of Grand Junction
- c. Construction Contract for the 2020 Waterline Replacement Project

City Council took a break at 7:36 p.m.

The meeting resumed at 7:45 p.m.

REGULAR AGENDA

A Resolution to Approve a Consolidated Service Plan for the Proposed Redlands 360 Metropolitan Districts Nos. 1-9 Project which is Proposed to be Developed on Approximately 624 Acres South of the Redlands Parkway and Highway 340 Intersection

The applicant Redlands Three Sixty, LLC proposed the Redlands 360 Planned Development project to be constructed on 624 acres of land with a boundary generally south of the Redlands Parkway and Highway 340 interchange, east of South Camp Road and west of Highway 340 and north of the Ridges/Redlands Mesa development on the south ("Service Plan Boundaries"). The Service Plan boundaries also encompass the Canyon Rim subdivision being developed in the southern portion of the site. The total combined area within the Consolidated Service Plan Boundaries is expected to be developed in eight phases with nine (9) proposed Title 32 metropolitan districts overlaying the eight phases. The overall project is to be coordinated by Redlands Three Sixty, LLC who is also the developer. The proposed development is to consist of 1,666 residential dwelling units, 30,000 square feet of commercial development, parks, trails, open spaces, a clubhouse and amenities.

Principal Planner Kris Ashbeck presented this item.

Discussion included that property owners within each district (9 districts, 8 construction phases) will be equitability taxed to provide for utility installation costs, the Service Plan and future Intergovernmental Agreements will stipulate specific requirements such as City overview to ensure compliance with City standards, this area is within the Persigo sewer boundary, the City currently has "land use jurisdiction" of the property and is able to adopt this Service Plan before annexation, and that metro districts are run by a board similar to a homeowners

association and are elected by the property owners which initially is the developer.

John Justus of Hoskin, Farina & Kampf represented the applicant and said these Districts have a good likelihood of success as they will use a phased approach dependent on the needs at the time of construction and subject to conditions. Other key considerations are if the Districts planned services are not currently being met and if the debt can be paid; at this time there are no other entities offering the planned services of this project and the developers have presented a sound financial plan.

The public hearing opened at 8:02 p.m.

Concerns were expressed by Mike Spangler regarding the proposed density of District No. 1 and Richard Swingle on possible commercial enterprises.

The public hearing closed at 8:10 p.m.

Councilmember Stout moved to adopt Resolution No. 34-20, a resolution approving the Service Plan for the Redlands 360 Metropolitan Districts Nos. 1-9 with the following conditions that shall be met prior to the Metropolitan District Nos. 1-9 Service Plan becoming effective and before the proposed Metropolitan District Nos. 1-9 may exercise the powers and authority described herein: Condition 1: A Development Plan be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for the Canyon Rim 360 portion of the districts. This requirement shall not preclude the submission of a Petition for Organization pursuant to Section 32-1-301, or the conduct of the required court hearings and organizational election pursuant to Sections 32-1-305 and 32-1-305.5 for one or more of the proposed Metropolitan Districts, and Condition 2: Approval and execution of an Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the Redlands 360 Metropolitan Districts. Councilmember Taggart seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Vacate Alley Public Right-of-Way within the R-5 Block Subdivision Amended on the Southeast Corner of 7th Street and Grand Avenue

The applicants Downtown Grand Junction Regeneration LLC, Peter Hopkinson Smith, Jr., Robert Wayne Traw and Robert Aaron Breeden requested vacation of the previously platted public alleyways within the R-5 Block Subdivision Amended subdivision on the southeast corner of 7th Street and Grand Avenue to clear encumbrances on the property for potential redevelopment. The request to vacate is consistent with the City's Comprehensive Plan and Circulation Plan.

Principal Planner Kris Ashbeck presented this item.

The public hearing opened at 8:15 p.m.

There were no public comments.

The public hearing closed at 8:15 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4941, an ordinance vacating alley public right-of-way within the R-5 Block Subdivision Amended located on the southeast corner of 7th Street and Grand Avenue on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Make a Supplemental Appropriation of \$300,000 from the City General Fund Reserve to Support the #GJStrong Fund in the City of Grand Junction, Colorado - Continued from June 3, 2020

The purpose of this item is to adopt an ordinance allocating \$300,000 to the #GJStrong Fund provided to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

Councilmember Andrews asked City Manager Greg Caton if this item should be continued or if the purpose of this item will be addressed by the allocation of the CARES Act funds.

City Manager Greg Caton said due to Council passing other ordinances supporting the community and the possibility of those funds being reimbursed through the local CARES Act distribution, he recommended presenting Council with new information in the future regarding needs at that time. He also noted, to date, Western Colorado Community Foundation has not recommended additional funding and any funding not utilized would be returned to the City.

The public hearing opened at 8:24 p.m.

There were no public comments.

The public hearing closed at 8:24 p.m.

Councilmember Stout moved to deny Ordinance No. 4925, an ordinance to make a supplemental appropriation of \$300,000.00 from the City General Fund Reserve to support the #GJStrong Fund in the City of Grand Junction, Colorado. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Emergency Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership

The purpose of this item is to amend the Grand Junction Municipal Code to provide for the appointment of two additional members to the Grand Junction Parks and Recreation Advisory Board.

City Attorney John Shaver presented this item and explained that the City Charter enables the

Council to determine if this item constitutes an emergency.

Discussion ensued regarding if this item should be considered as an emergency ordinance.

City Council did not have consensus to consider this item as an Emergency Ordinance.

Introduction of an Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership and Set a Public Hearing for July 1, 2020

Councilmember Andrews moved to introduce an ordinance to amend the Grand Junction Municipal Code regarding the Grand Junction Parks and Recreation Advisory Board Membership and set a public hearing for July 1, 2020. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

Richard Swingle requested Council “slow down” regarding tomorrow’s workshop on the Redlands 360 fiscal impact report since it was just made available yesterday.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:33 p.m.

Wanda Winkelmann, MMC
City Clerk

CITY COUNCIL WORKSHOP SUMMARY
June 18, 2020

Meeting Convened: 11:38 a.m. in the City Hall Auditorium

Meeting Adjourned: 12:53 p.m.

City Councilmembers present: Kraig Andrews, Chuck McDaniel, Phyllis Norris, Anna Stout, and Mayor Duke Wortmann.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Principal Planner/CDBG Administrator Kris Ashbeck, Associate Planner Lance Gloss, Public Works Director Trent Prall, Senior Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

Mayor Wortmann called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Presentation and Discussion of the Recently Completed Fiscal Impact Analysis for the Redlands 360 Annexation and Potential Development Project

City Manager Caton introduced the topic. The applicant, Redlands Three Sixty LLC, has requested annexation of 237.57 acres located south of the Redlands Parkway/Highway 340 intersection that is to be considered by City Council at its July 15, 2020 hearing. The 237.57 acres is a portion of the larger 624 acre proposed development referred to as Redlands 360. As the City considers this major annexation and development, it is important for the City to understand the fiscal impacts to on-going operations as well as one-time capital costs of both the annexation and the overall development. Thus, a fiscal analysis report has been completed to provide such information to the City.

Consultant Kevin Williams with BBC Research & Consulting provided an overview of the report, including one-time and recurring revenues and expenses. The Redlands 360 development will cost the City approximately \$4.1 million in one-time capital investments during development and approximately \$1.3 million in annually recurring deficits upon completion. Mr. Williams provided information about overnight and day visitors to Grand Junction and the impact on the area's economy.

Discussion ensued regarding the present value for deficits, the use of the study from last year for the capital analysis, the impact of delays in implementation, the revenue driven by the rate that residents will pay, the impact of this development to Community Development staffing, and the data reviewed for estimating resident spending.

Douglas Quimby, President and Chief Executive Officer, La Plata Communities, noted that the fees are set at 75% of anticipated costs and the analysis deals with the entire acreage of the property. Mr. Quimby noted that the use tax from the construction materials should be added to revenues and credit should be issued for the metro district, which includes off-site improvements. He also addressed the Gallagher amendment, online tax collected, debt increase, recurring expenses, efficiencies gained from this infill project, and the property tax revenue collected.

Donald B. Gravette, Director of Special Projects, La Plata Communities, discussed the comprehensive plan and the goals for development and growth. He also noted this project calls for the building of 80 houses per year and that growth takes a long time; the total project calls for building over 1600 homes. Mr. Gravette noted La Plata has extensive history of successfully working with local builders and vendors.

Community Development Director Allen stated the applicant is scheduling neighborhood meetings and notices will be sent to individuals living within 500 feet of the project.

Jane Quimby, Project Manager – Redlands 360, La Plata Communities, stated that three neighborhood meetings will be held at Colorado Mesa University to allow for social distancing . She is happy to meet with anyone to address questions and concerns.

Discussion ensued about the impact of residential development on commercial growth and the mill levy.

Agenda Topic 2. City Council Communication

There was none.

Agenda Topic 3. Next Workshop Topics

This item was not discussed.

Agenda Topic 4. Other Business

There was none.

Adjournment

The Workshop adjourned at 12:53 p.m.



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: July 1, 2020

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Fairview Glen Annexation of 19.259-Acres, Located at 2767 C Road and Properties Located North of B ½ Road between Allyce Avenue and Nashua Lane & Court and Set a Public Hearing for September 2, 2020

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Fairview Glen Annexation, introducing the proposed Ordinance and setting a hearing for September 2, 2020.

EXECUTIVE SUMMARY:

The Applicant, Five Star Homes and Development Inc., is requesting to annex 19.259-acres located at 2767 C Road along with additional properties located north of B ½ Road between Allyce Avenue and Nashua Lane & Court in Orchard Mesa. The proposed annexation includes 2.142-acres of the adjacent Unawep Avenue and the undeveloped Cara Street and Newport Lane Rights-of-Way. The subject properties currently contain one single-family detached home along with various accessory structures. The owner is requesting annexation in anticipation of future residential subdivision development, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

The Fairview Glen Annexation consists of one Unplatted property of 9.84 +/- acres along with the platted but undeveloped Birks Blue Estates subdivision which was recorded in 1978. The Birks Blue Estates subdivision contained the platting of 30 residential lots on 10.013 +/- acres, however, was never developed nor infrastructure constructed and remains vacant land. At time of future residential development, the applicant would request to vacate the existing platted rights-of-way of Cara Street and Newport Lane along with associated utility easements as identified on the Birks Blue Estates plat which are no longer necessary and resubdivide the lots in coordination with their new requested lot layout. The Applicant wishes to annex the properties into the City limits in anticipation of future residential subdivision development. The Applicant will be requesting a zoning for the properties of R-8 (Residential – 8 du/ac). Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The proposed annexation includes 2.142-acres of the adjacent Unaweeep Avenue and the undeveloped Cara Street and Newport Lane Rights-of-Way (93,317-sq. ft.) which contains no pavement, curb, gutter or sidewalk. Upon future subdivision development, the developer would be responsible for the cost and construction improvement cost of all associated rights-of-way, as applicable.

The properties are currently adjacent to existing city limits and are within the Persigo 201 boundary and is “Annexable Development” as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owner has signed a petition for annexation of the properties.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Fairview Glen Annexation is eligible to be annexed because of compliance with the following:

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

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

As indicated in the attached Annexation and Summary, this is the first step in the annexation of property. This resolution referring a petition, taking land use jurisdiction and introducing (first reading) an annexation ordinance will be followed by a Planning Commission recommendation for the zone of annexation. Following, the Council will see a consent item for the introduction of an ordinance (first reading) to zone the property and lastly a public hearing (second reading) for City Council to provide a concurrent decision on both the annexation and zoning. This hearing is currently scheduled for September 2, 2020.

FISCAL IMPACT:

Fiscal impact information will be provided prior to September 2, 2020 hearing.

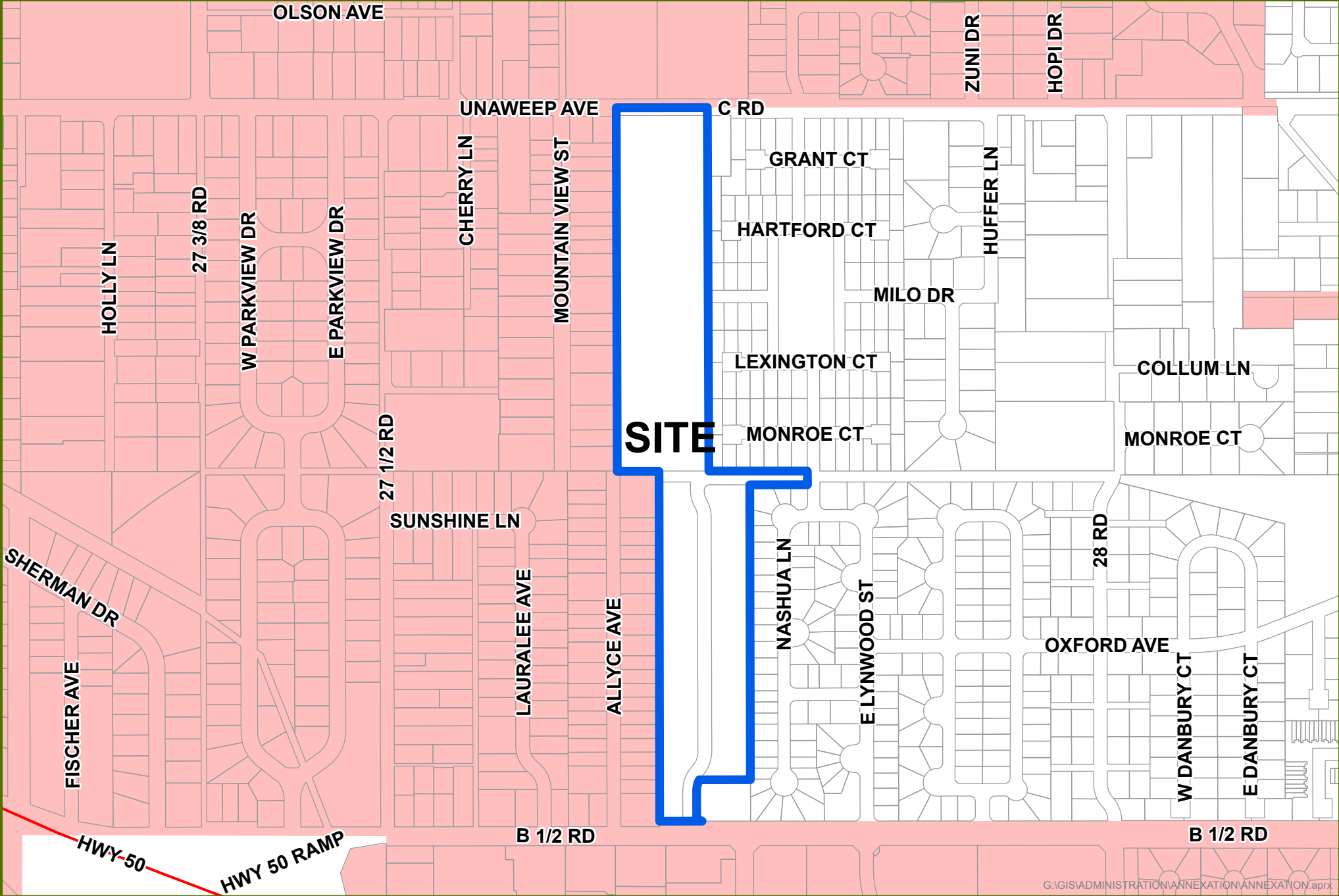
SUGGESTED MOTION:

I move to adopt Resolution No. 35-20, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation, and exercising land use control, Fairview Glen Annexation, approximately 19.259-acres, located at 2767 C Road and properties located north of B ½ Road between Allyce Avenue and Nashua Lane & Court as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Fairview Glen Annexation, approximately 19.259-acres, located at 2767 C Road and properties located north of B ½ Road between Allyce Avenue and Nashua Lane & Court and set a public hearing for September 2, 2020.

Attachments

1. Site Location, Zoning & Utility Maps, etc.
2. Fairview Glen Annexation Schedule & Summary
3. Resolution - Referral of Petition (Land Use Control)- Fairview Glen Annexation
4. Annexation Ordinance - Fairview Glen Annexation

FAIRVIEW GLEN ANNEXATION



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Annexation

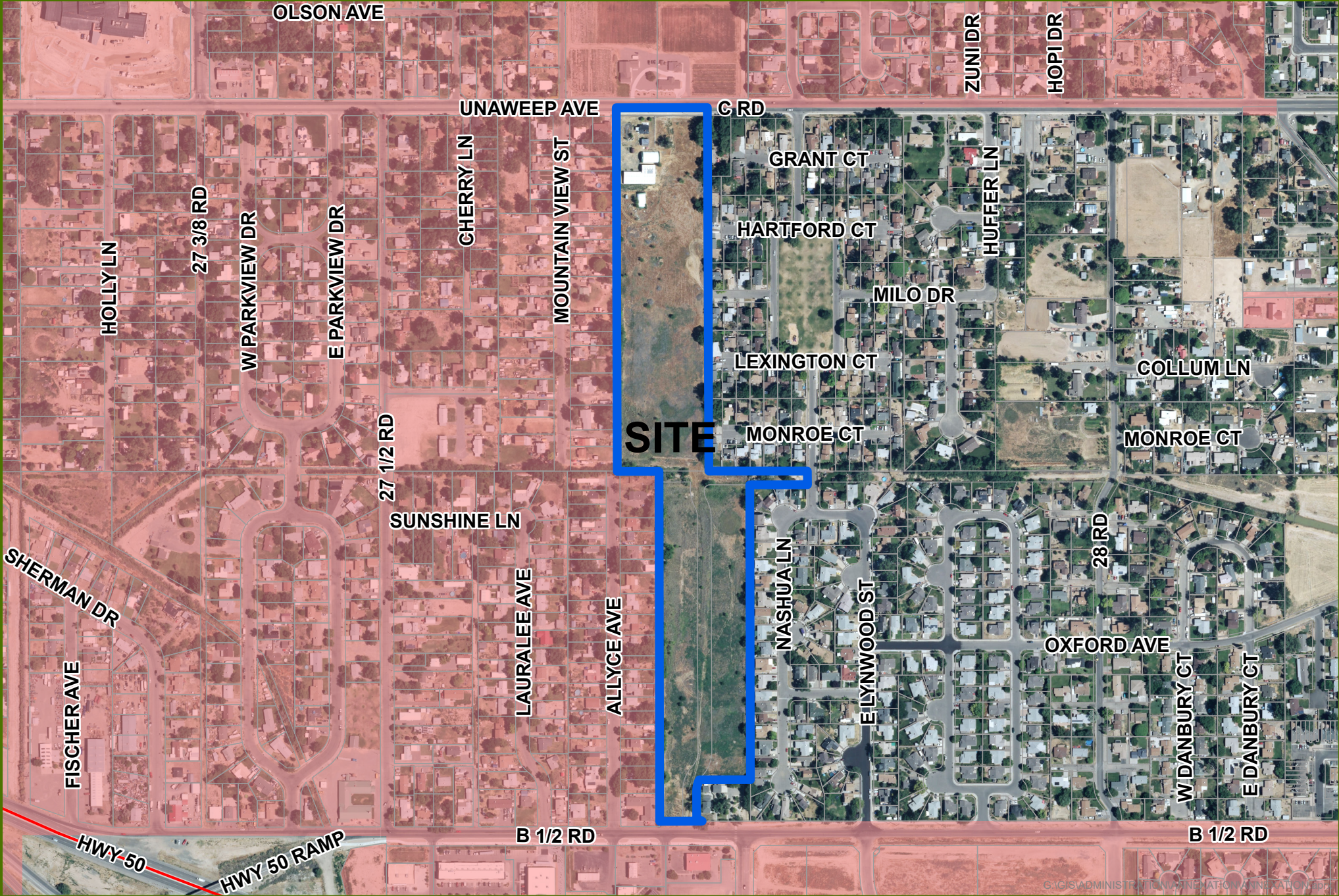


City Limits



Date Created: 6/3/2020

FAIRVIEW GLEN ANNEXATION



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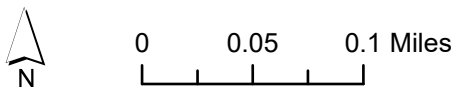
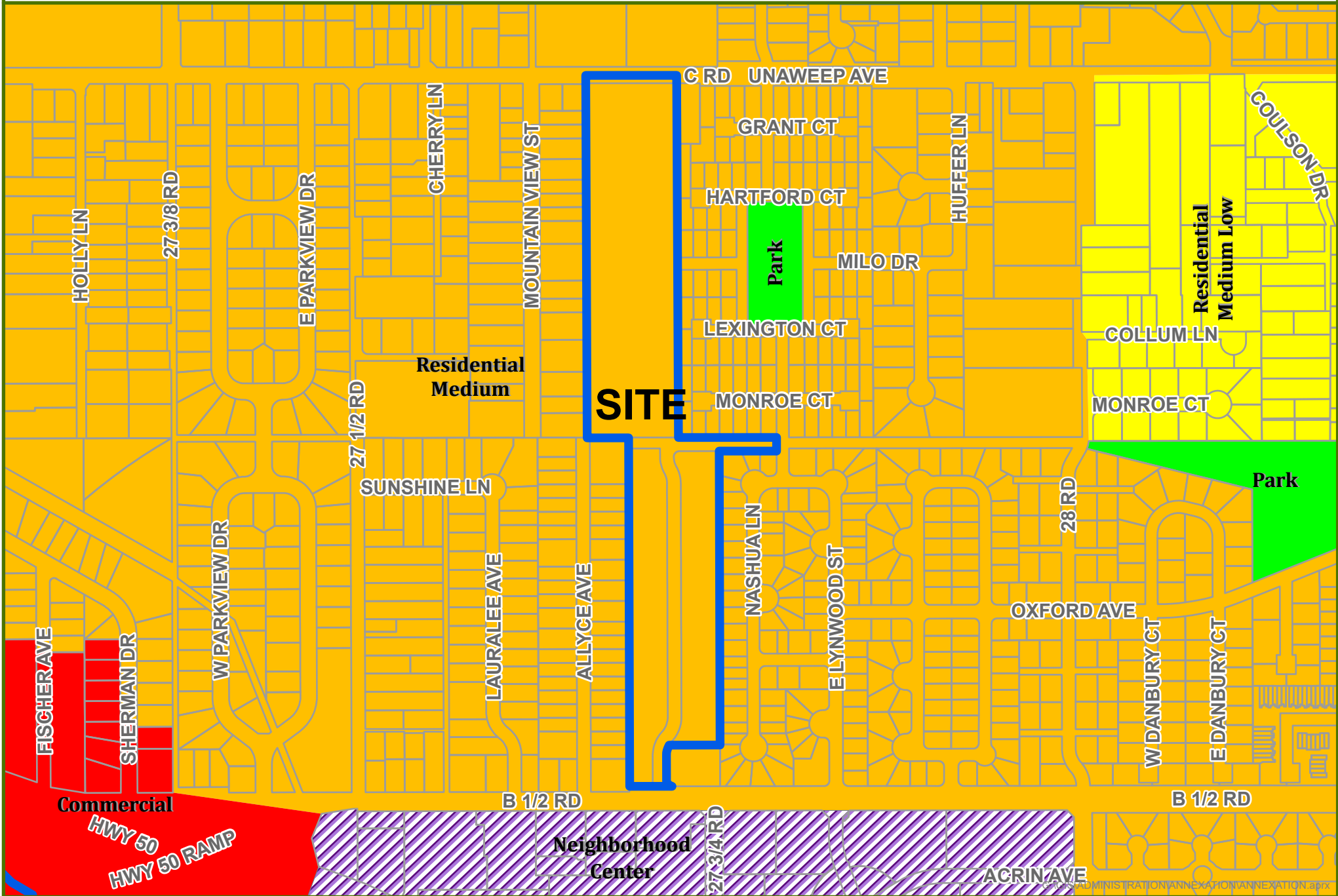
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 Annexation  City Limits

Date Created: 6/3/2020



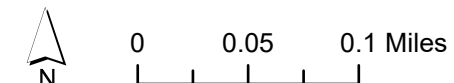
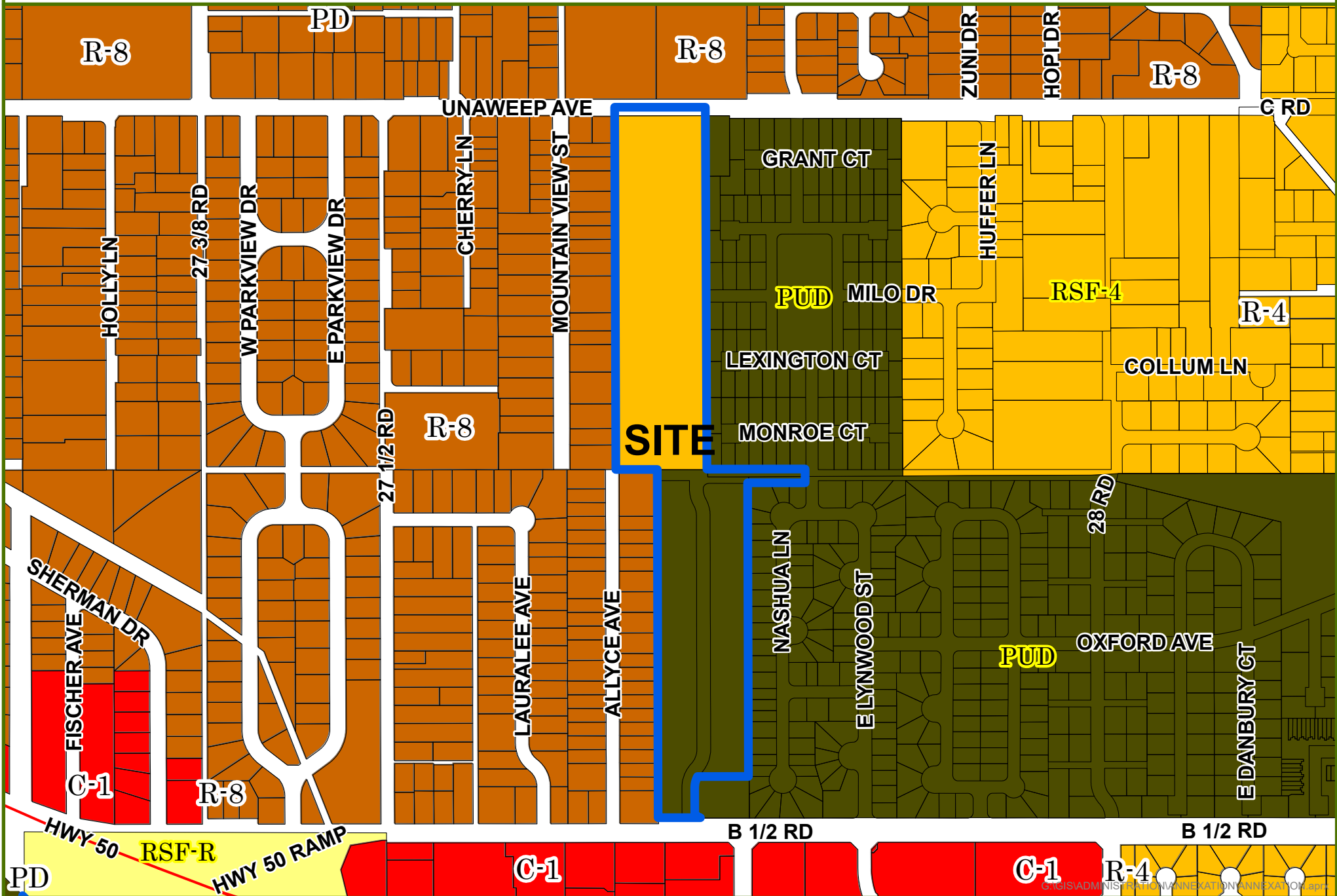
FAIRVIEW GLEN ANNEXATION - FUTURE LAND USE



 Annexation Boundary

Date Created: 6/4/2020

FAIRVIEW GLEN ANNEXATION - ZONING

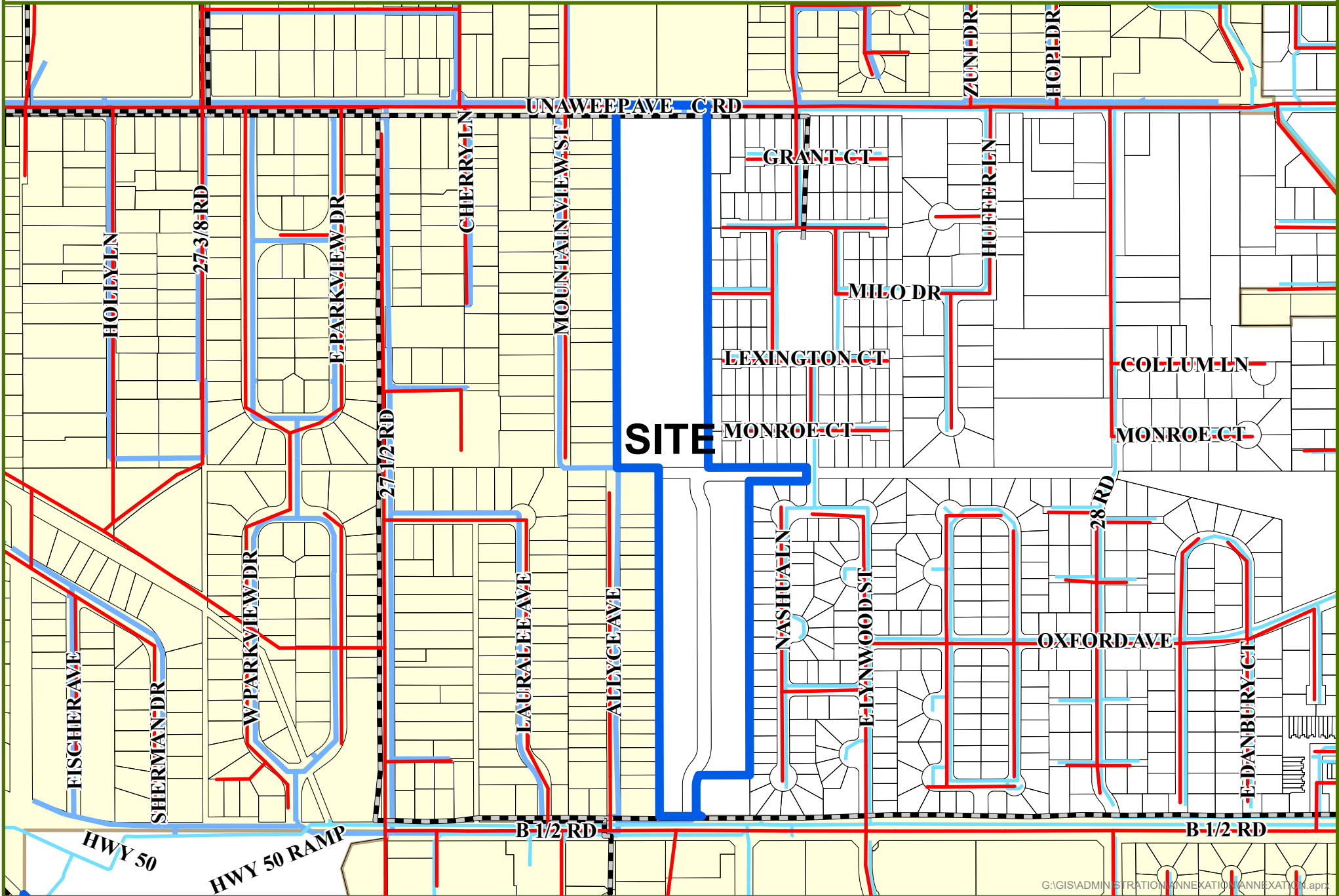


Annexation City Zoning County Zoning

Date Created: 6/4/2020



FAIRVIEW GLEN ANNEXATION - UTILITIES



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0 0.05 0.1 Miles

- ANNEXATION
- SEWER
- CITY WATER
- QWEST FIBER
- UTE WATER

Date Created: 6/4/2020



FAIRVIEW GLEN ANNEXATION SCHEDULE

July 1, 2020	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
July 28, 2020	Planning Commission considers Zone of Annexation
August 19, 2020	Introduction of a Proposed Ordinance on Zoning by City Council
September 2, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 4, 2020	Effective date of Annexation

ANNEXATION SUMMARY

File Number:		ANX-2020-222
Location:		2767 C Road
Tax ID Numbers:		2945-251-00-081, 2945-251-26-031 & 2945-251-26-032
# of Parcels:		3
Existing Population:		2
# of Parcels (owner occupied):		0
# of Dwelling Units:		1
Acres land annexed:		19.259
Developable Acres Remaining:		17.117
Right-of-way in Annexation:		2.142 acres
Previous County Zoning:		RSF-4 (Residential Single Family – 4 du/ac) & PUD (Planned Unit Development)
Proposed City Zoning:		R-8 (Residential – 8 du/ac)
Current Land Use:		Single-family residence & vacant land
Future Land Use:		Residential Medium (4 – 8 du/ac)
Values:	Assessed:	\$62,000
	Actual:	\$413,270
Address Ranges:		2072 B 1/2 Road and 2765, 2767, 2769 and 2771 Unawep Avenue (C Road)
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Orchard Mesa Irrigation District
	School:	Grand Junction HS / Orchard Mesa Middle / Lincoln OM Elementary
	Pest:	Grand River Mosquito Control District

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st day of July 2020, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

FAIRVIEW GLEN ANNEXATION

**APPROXIMATELY 19.259 ACRES LOCATED AT 2767 C ROAD AND
PROPERTIES LOCATED NORTH OF B ½ ROAD BETWEEN ALLYCE AVENUE AND
NASHUA LANE & COURT**

WHEREAS, on the 1st day of July 2020, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

FAIRVIEW GLEN ANNEXATION

A parcel of land located in the North Half of the Northwest Quarter (N ½ NW ¼), of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision; thence South 89°54'43" East, a distance of 149.37 feet, along the south line of Lynwood Subdivision to the northeast corner of Birks Blue Estates subdivision, Reception Number 1263633; thence South 89°54'43" East, a distance of 208.25 feet, to the westerly right-of-way of Lynwood Street; thence along said right-of-way South 00°05'17" West, a distance of 50.00 feet; thence leaving said right-of-way, North 89°54'43" West, a distance of 208.12 feet, thence South 00°03'49" East, a distance of 1070.05 feet, to the northeast corner of Lot 30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of said

Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line of said subdivision North 00°04'19" West, a distance of 1270.35 feet; leaving said westerly line North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.

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

CONTAINING 19.259 Acres or 838,921 Square Feet, more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 2nd day of September, 2020, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's 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 the 1st day of July, 2020.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
July 3, 2020
July 10, 2020
July 17, 2020
July 24, 2020

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FAIRVIEW GLEN ANNEXATION

**APPROXIMATELY 19.259 ACRES LOCATED AT 2767 C ROAD AND
PROPERTIES LOCATED NORTH OF B ½ ROAD BETWEEN ALLYCE AVENUE AND
NASHUA LANE & COURT**

WHEREAS, on the 1st day of July 2020, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 2nd day of September 2020; and

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

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

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

FAIRVIEW GLEN ANNEXATION

A parcel of land located in the North Half of the Northwest Quarter (N ½ NW ¼), of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision; thence South 89°54'43" East, a distance of 149.37 feet, along the south line of Lynwood Subdivision to the northeast corner of Birks Blue Estates subdivision, Reception Number 1263633; thence South 89°54'43" East, a distance of 208.25 feet, to the westerly right-of-way of Lynwood Street; thence along said right-of-way South 00°05'17" West, a distance of 50.00 feet; thence leaving said right-of-way, North 89°54'43" West, a distance of 208.12 feet, thence South 00°03'49" East, a distance of 1070.05 feet, to the northeast corner of Lot

30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of said Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line of said subdivision North 00°04'19" West, a distance of 1270.35 feet; leaving said westerly line North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.

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

CONTAINING 19.259 Acres or 838,921 Square Feet, more or less, as described.

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

INTRODUCED on first reading on the 1st day of July, 2020 and ordered published in pamphlet form.

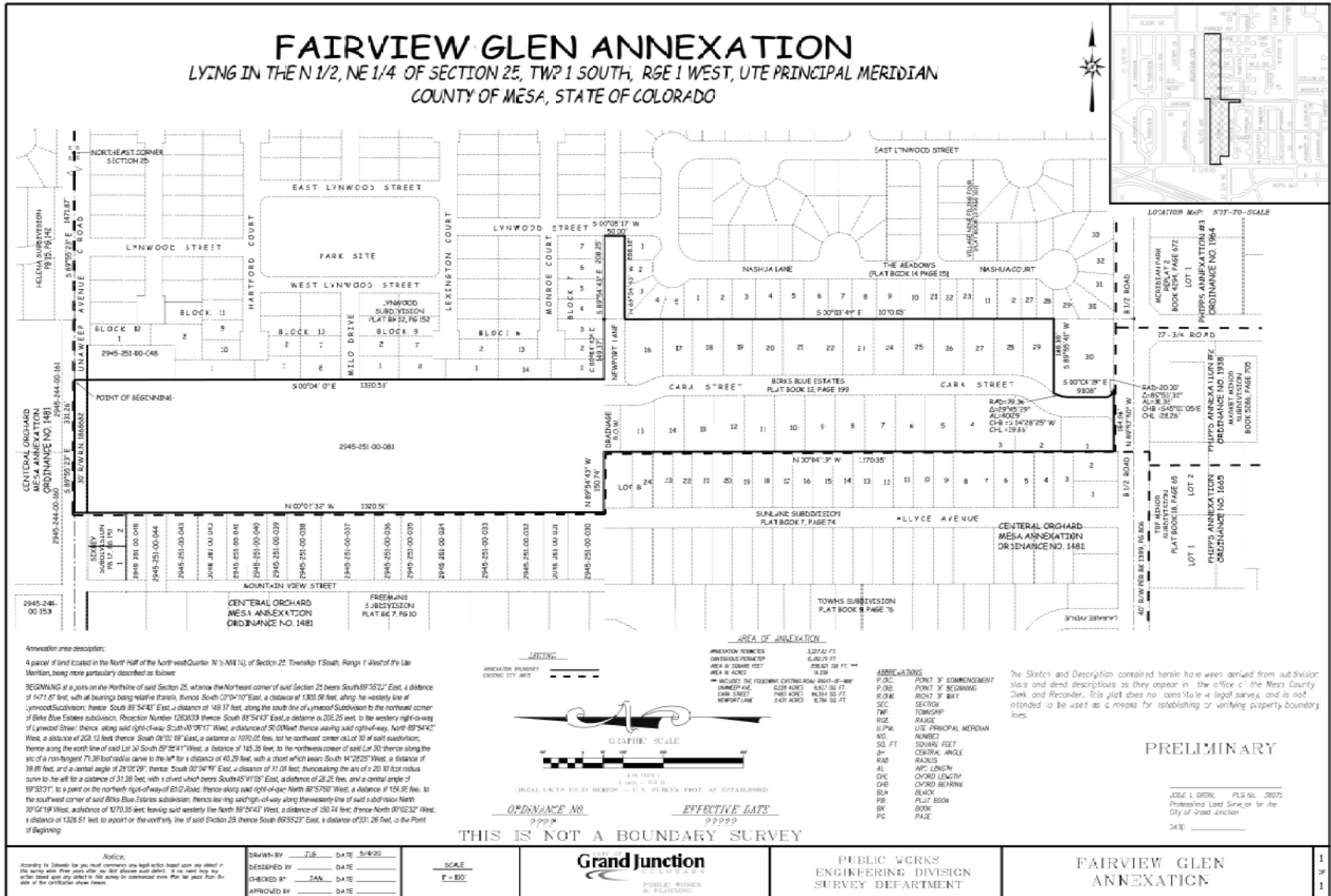
ADOPTED on second reading the _____ day of _____, 2020 and ordered published in pamphlet form.

President of the Council

Attest:

City Clerk

Exhibit A





Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: July 1, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Resolution Accepting the Petition for Annexation of 237.57 Acres of Land and Ordinance Annexing the Redlands 360 Annexations, Located South of the Redlands Parkway/Highway 340 Intersection - **Continued to July 15, 2020**

RECOMMENDATION:

Staff recommends approval of the resolution and ordinance.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Land Company, LLC, is requesting to annex 237.57 acres located south of the Redlands Parkway/Highway 340 intersection. There is no publicly dedicated right-of-way proposed with this annexation request. The subject property is vacant but is crisscrossed with recreational trails of which the property owner has been allowed to be utilized by the public for several decades. The owner is requesting annexation in anticipation of developing this parcel as well as adjacent parcels already within the City limits as a Planned Development, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Redlands 360 Annexation consists of one 237.57-acre parcel of land located south of the Redlands Parkway and Highway 340 intersection. The property is currently vacant but is a part of what will be proposed for a larger development that includes the

large property to the south and a smaller parcel to the west, both of which are already in the City limits. Total site development including both the annexation area and the areas already within the City limits totals approximately 615 acres. The applicant is proposing to develop an estimate of a total of 1,666 housing units of mixed types (multifamily, townhomes and single family) as well as potentially a small commercial area. The development will also include an extensive network of developed and undeveloped open space and trails.

Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

There is no dedicated right-of-way included in the annexation, but right-of-way will be dedicated at the time of future development.

The property is currently adjacent to existing city limits and is within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owner has signed a petition for annexation of the property.

The Municipal Annexation Act pursuant to C.R.S. 31-12-104 requires that all of the following be found for a property(s) to be eligible for annexation. Staff has provided discussion on each of the criteria, as follows:

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

There is one property owner of record, Grand Junction Land Company. The petition has been signed by 100% percent of the property owners.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

c) A community of interest exists between the area to be annexed and the City.

This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.

A recently completed inventory of Vacant Residential Zone Properties shows that there are very limited areas in the Redlands Planning Area upon which future development may occur, particularly other than the subject parcel and the larger area to be developed in the future. The Comprehensive Plan suggests that growth occur in each

Planning Area to afford housing choices throughout the community. Consequently, it is in the City's interest to consider annexation of parcels such as this which is an infill site surrounded by urban development and which has the capacity to absorb some of the future residential development with a mix of housing choices.

d) The area is or will be urbanized in the near future;

This area has been identified as part of the City's Urban Development Boundary since the 1996 Growth Plan. The City's adopted Comprehensive Plan indicates urban level development with land use categories including Residential Low (.5 to 2 dwelling units per acre), Residential Medium (4 to 8 dwelling units per acre), Residential Medium High (8 to 16 dwelling units per acre) and a Neighborhood Center in the northeast area of the site. Thus, a mix of residential densities and limited non-residential use are envisioned as appropriate land uses on this property.

e) The area is capable of being integrated with the City;

The Redlands 360 Annexation parcel is, along with the adjacent acreage of the proposed overall development under the same ownership that is already in the City limits, a large infill site that is surrounded by urban development. There are adjacent or nearby major roadways including Redlands Parkway and Highway 340 which can provide access to the site. Surrounding urban development is already served by utilities and services that can be extended to integrate the site with the City. The type of development envisioned for this parcel and the overall development is not unlike the adjacent Ridges development in that it is a site with varied topography that lends itself to the preservation of open space and trails between areas of urban development with varied housing densities/choices and limited non-residential use. Thus, the area to be annexed will be integrated within the City.

f) No land held in identical ownership is being divided by the proposed annexation;

No land held in identical ownership is being divided by the proposed annexation.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

All land is being included in the annexation is with owner's consent.

Staff has found, based on review of the petition, applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Redlands 360 Annexation is eligible to be annexed.

As indicated in the attached Annexation and Summary, this is the first step in the annexation process for the property. This resolution referring a petition, taking land use

jurisdiction and introducing (first reading) an annexation ordinance will be followed by a City Council public hearing (second reading) to finalize the annexation which is presently scheduled for July 1, 2020. Once the Applicant submits an application for the Planned Development zoning and Outline Development Plan (ODP), Planning Commission will hear and make recommendation for the zone of annexation, followed by introduction of an ordinance (first reading) to zone the property by Council and lastly a public hearing (second reading) for City Council decision on the zoning.

FISCAL IMPACT:

Due to its large size and the lack of current infrastructure to the site, the City has contracted with a consultant to prepare a detailed Fiscal Impact Study of the Redlands 360 annexation and the eventual development of the entire 624-acre Planned Development. The study is currently underway and will be made available as part of the staff report to City Council at its final hearing on the annexation. City departments have provided both general and preliminary information below. At the time of the final annexation hearing, the results of the more detailed third-party study. This study is being fully funded by the developer, but consultant selection and project oversight is being conducted by City staff.

Initially, based on the proposed Redlands 360 Metropolitan District Service Plan provided by the developer, the City's 8 mills would generate annual property tax revenue of \$16,000 starting in year 5 and by full build out at year 26 it would generate annual property tax revenue of \$566,000. Property tax is approximately 13% of general fund revenues used, in part, to provide for all City services.

Fire

This property is in the Grand Junction Rural Fire Protection District (Rural Fire District) and Redlands Sub-District, both served by the Grand Junction Fire Department through a contract with the Rural Fire District. The district collects mill levies of 5.223 and 4.904 generating a total of \$1,953 per year in property taxes that are then passed on to the City of Grand Junction per the contract. If annexed, the Rural Fire District mill levies will be removed, and the City's 8 mills will be assessed.

Primary fire and EMS response to this area is from Fire Station 5 at 2155 Broadway. With an estimated build out of 1,666 housing units of mixed types (multifamily, townhomes and single family) as well as potentially a small commercial area the department will see an increase in calls for service to this area. With the planned phasing of the development, Fire Station 5 has the capacity to handle the increase in calls and meets National Fire Protection Association Standards for response time to this area. However, as the Redlands continues to build out and grow, an additional fire station has been identified in the area of Monument Road and Mariposa Drive in order to maintain response time standards and an increasing call volume in the future.

Utilities

The developer will be required to extend sewer to serve the development and the builder will be required to pay Plant Investment Fees. Therefore, there is no fiscal impact to the Persigo Sewer Enterprise Fund.

Police

In an effort to determine/anticipate what the impact may be to the GJPD in providing police services should the development proceed, calls for service during 2018 and 2019 were analyzed. A review of that data revealed that there were two calls for service in that area. A review of data in an area of similar development and mixed uses and densities as that proposed for Redlands 360 (in this case the Redlands development known as the Ridges) revealed that there were 1,213 calls for service in 2018-2019. Based on this information, it is anticipated that any calls for service by GJPD for the Redlands 360 location will equal approximately 34% of an officer.

Thus, GJPD does not anticipate a need for an increase in personnel or equipment at this time in order to provide law enforcement services to this proposed annexation. However, this annexation, along with any future annexations/developments, will have a cumulative impact that will require an increase in law enforcement personnel and equipment in order to provide adequate services.

Public Works

The subject property currently has limited access to public right-of-way with frontage on South Broadway, 23 Road and Easter Hill Drive, none of which are developed to City standards to accommodate the anticipated development. Thus, it is anticipated that development will require substantial improvements both on- and off-site to provide an adequate circulation system. The proposed Redlands 360 Metropolitan District Service Plan shows construction costs to be borne by the developer/metropolitan district of approximately fourteen miles of streets within the eight phases of the development with a total cost of \$18.7 million. The detailed fiscal analysis to be prepared by the consultant will provide an analysis of anticipated City fiscal impact for capital expenditures as well as ongoing maintenance of the streets within the overall development.

Parks and Recreation

It is anticipated that the overall planned development will include a dedication of public open space of a least ten percent (10%) as required by City Code. The City has identified the need for future park space that would include some type of playing field amenity, however discussion with the Applicant on this need and how and where field and/or traditional park space could be accommodated on site is on-going. The site is composed of complex topography that does not lend itself well to the development of large flat field space. The estimated cost to the City of maintaining developed parkland is approximately \$5,616 per park acre, which may or may not be located within the area presently proposed for annexation.

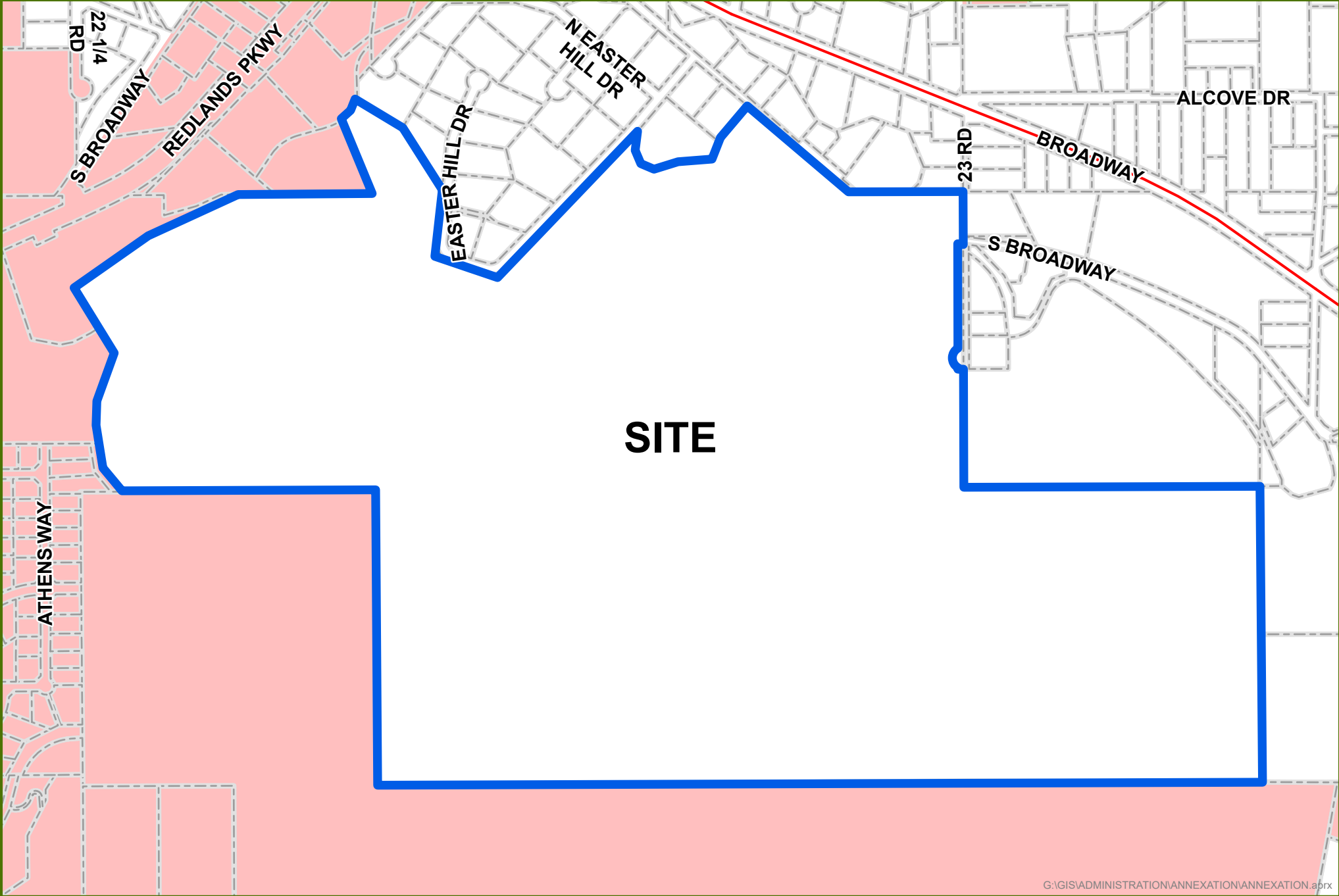
SUGGESTED MOTION:

I move to continue to July 15, 2020 the hearing to consider a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control Redlands 360 Annexation, approximately 237.57 acres, located south of the Redlands Parkway and Highway 340 intersection, as well as the ordinance annexing territory to the City of Grand Junction, Colorado, Redlands 360 Annexation, approximately 237.57 acres, located south of the Redlands Parkway and Highway 340 intersection.

Attachments

1. Redlands 360 Annexation Maps
2. Redlands 360 Annexation Schedule Summary
3. Resolution - Referral of Petition - Redlands 360 Annexation
4. Redlands 360 Annexation Ordinance

REDLANDS 360 ANNEXATION



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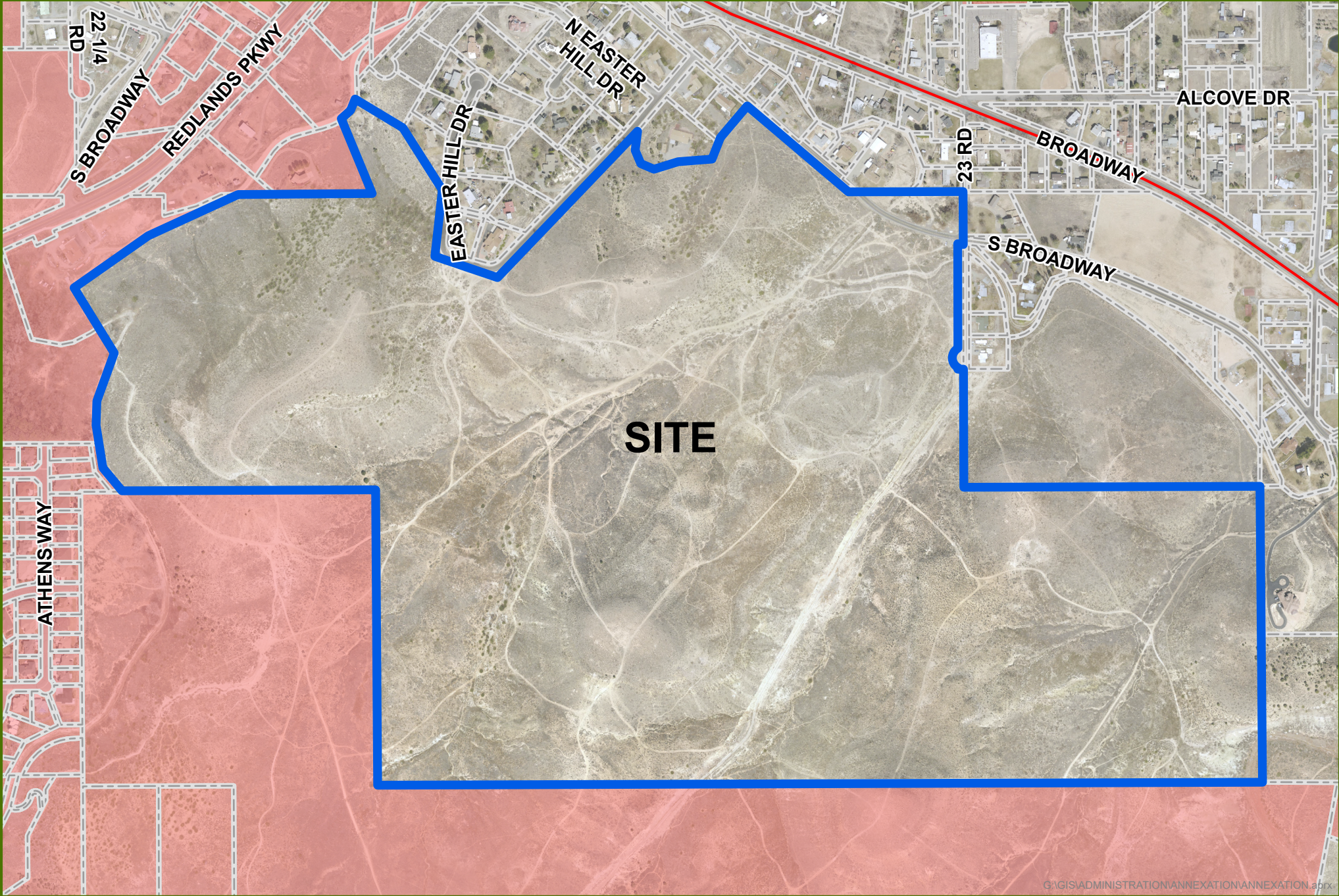
 Annexation  City Limits

Date Created: 3/6/2020



GEOGRAPHIC INFORMATION SYSTEMS

REDLANDS 360 ANNEXATION



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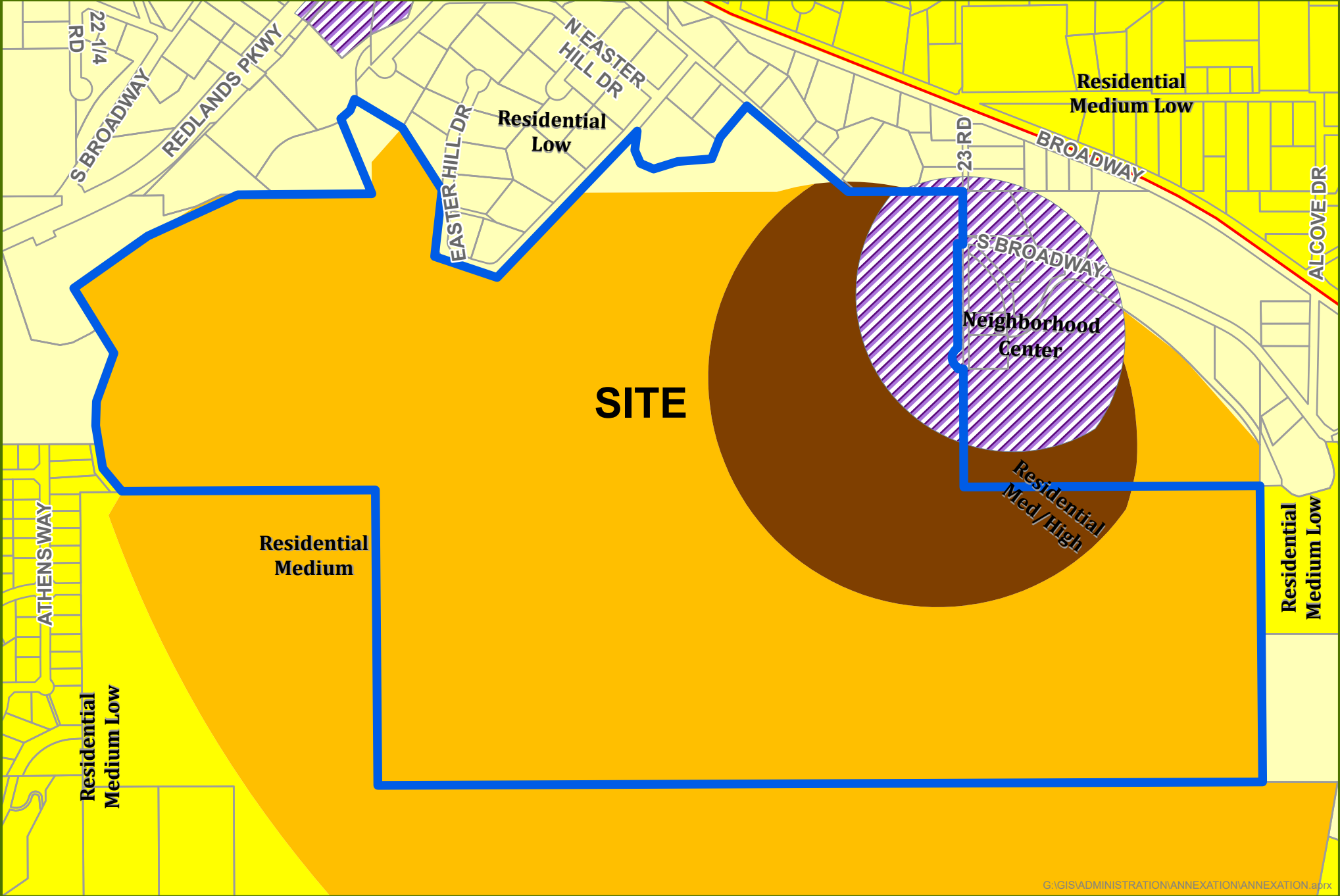
 Annexation  City Limits

Date Created: 3/6/2020



GEOSPATIAL INFORMATION SYSTEMS

REDLANDS 360 ANNEXATION - FUTURE LAND USE



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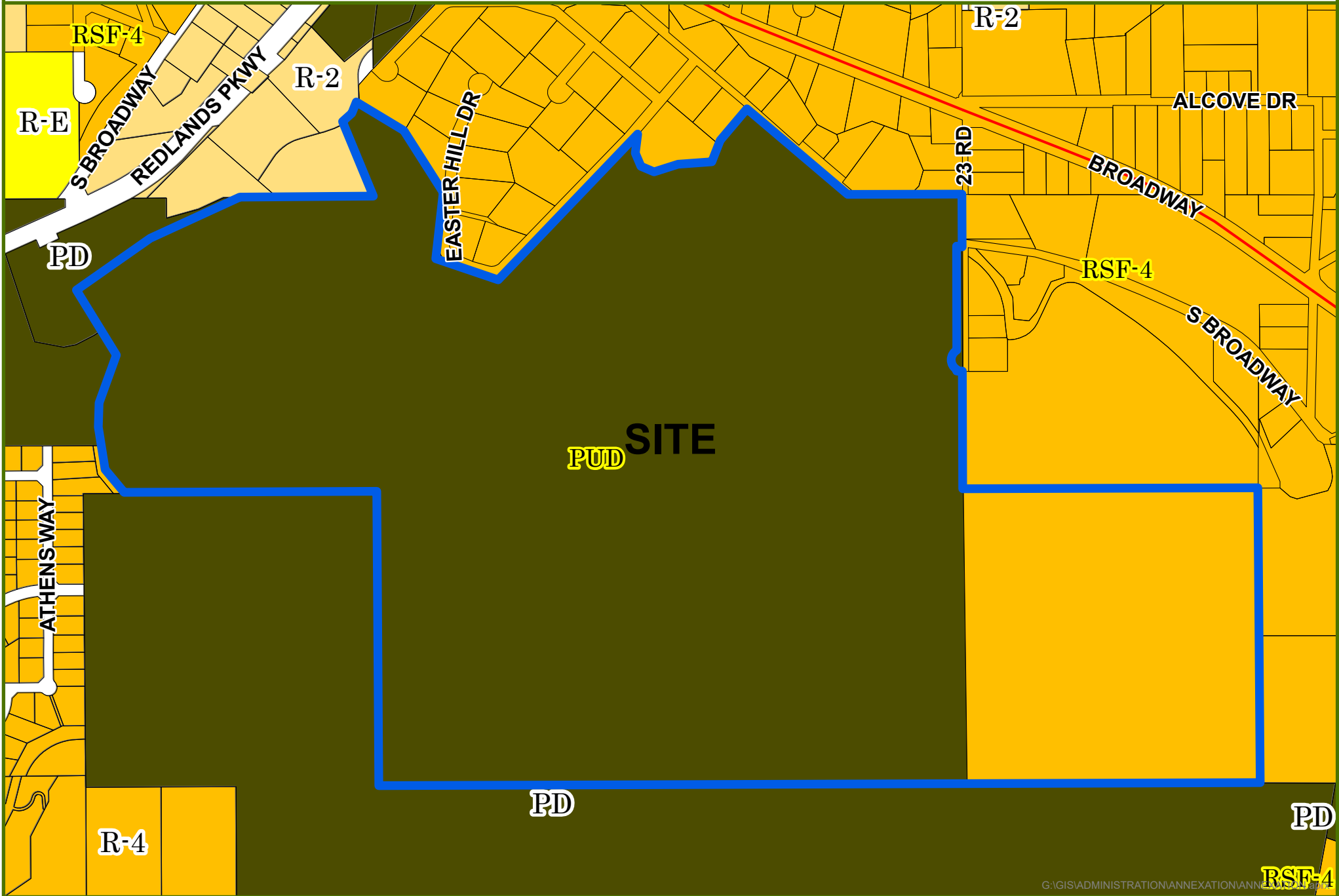
 Annexation Boundary

Date Created: 3/6/2020

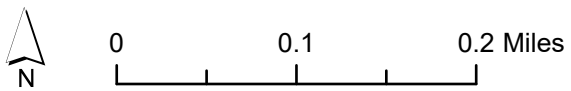


GEOGRAPHIC INFORMATION SYSTEMS

REDLANDS 360 ANNEXATION - ZONING



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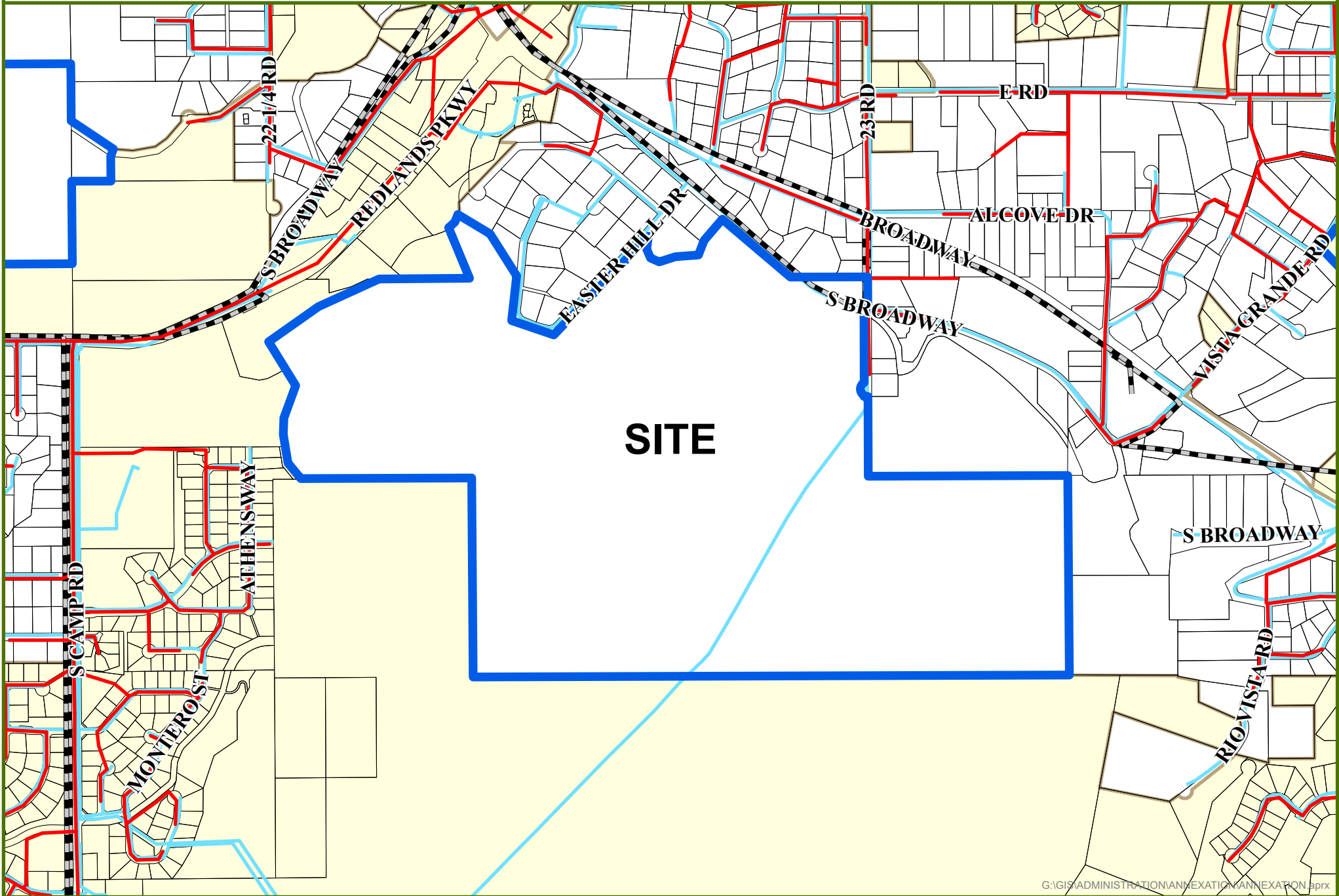


 Annexation  City Zoning  County Zoning

Date Created: 3/6/2020



REDLANDS 360 ANNEXATION - UTILITIES



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- ANNEXATION
- SEWER
- UTE WATER
- CITY LIMITS
- QWEST FIBER

Date Created: 3/6/2020

REDLANDS 360 ANNEXATION SCHEDULE

May 20, 2020	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
TBD	Planning Commission considers Zone of Annexation
TBD	Introduction of a Proposed Ordinance on Zoning by City Council
July 1, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
	Effective date of Annexation

ANNEXATION SUMMARY

File Number:		ANX-2020-153
Location:		South of Redlands Parkway and Highway 340 Intersection
Tax ID Numbers:		2945-181-00-052
# of Parcels:		1
Existing Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		237.57
Developable Acres Remaining:		237.57
Right-of-way in Annexation:		0 acres
Previous County Zoning:		RSF-4 (Residential Single Family – 4 du/ac) and Planned Unit Development (PUD)
Proposed City Zoning:		Planned Development (PD)
Current Land Use:		Vacant
Future Land Use:		Mixed Use and Residential Density
Values:	Assessed:	\$
	Actual:	\$
Address Ranges:		400 23 Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Redlands Water & Power Company
	School:	Fruita Monument HS / Redlands Middle / Wingate, Scenic and Broadway Elementary
	Pest:	Grand River Mosquito Control District

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

REDLANDS 360 ANNEXATION

**APPROXIMATELY 237.57 ACRES LOCATED SOUTH OF THE REDLANDS
PARKWAY AND HIGHWAY 340 INTERSECTION**

WHEREAS, on the 20th day of May, 2020, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

REDLANDS 360 ANNEXATION

A tract of land located in portions of the South Half of the Northwest Quarter (S ½ NW ¼), the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), the North Half of the Southeast Quarter (N ½ SE ¼), and the Northeast Quarter (NE ¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE ¼ SE ¼ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE ¼ SE ¼ of said Section 18; thence along the South line of the said NE ¼ SE ¼ and the South line of the NW ¼ SE ¼ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW ¼ SE ¼ of Section 18; thence along the West line of the said NW ¼ SE ¼, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C ¼) of said Section 18; thence along the South line of the SE ¼ NW ¼, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on

the North line of the SE ¼ NW ¼ of Section 18; thence along the said North line of the SE ¼ NW ¼ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW ¼ NE ¼ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE ¼ NE ¼ of said Section 18; thence along the said North line of SE ¼ NE ¼, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE ¼ NE ¼ of said Section 18; thence along the East line of the Said SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE ¼ NE ¼ Section 18; thence along the said East line of the SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E ¼ corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW ¼ SW ¼, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 1st day of July, 2020, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's 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 the 20th day of May, 2020.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
May 22, 2020
May 29, 2020
June 5, 2020
June 12, 2020

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

REDLANDS 360 ANNEXATION

**APPROXIMATELY 237.57 ACRES LOCATED SOUTH OF THE REDLANDS
PARKWAY AND HIGHWAY 340 INTERSECTION**

WHEREAS, on the 20th day of May, 2020, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 1st day of July 2020; and

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

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

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

REDLANDS 360 ANNEXATION

A tract of land located in portions of the South Half of the Northwest Quarter (S ½ NW ¼), the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), the North Half of the Southeast Quarter (N ½ SE ¼), and the Northeast Quarter (NE ¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows and depicted in Exhibit A;

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE ¼ SE ¼ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE ¼ SE ¼ of said Section 18; thence along the South line of the said NE ¼ SE ¼ and the South line of the NW ¼ SE ¼ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW ¼ SE ¼ of Section 18; thence along the West line of the said NW ¼ SE ¼, North 00°18'07" West, a distance of 1318.44 feet, to the Center

Quarter Corner (C ¼) of said Section 18; thence along the South line of the SE ¼ NW ¼, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on the North line of the SE ¼ NW ¼ of Section 18; thence along the said North line of the SE ¼ NW ¼ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW ¼ NE ¼ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE ¼ NE ¼ of said Section 18; thence along the said North line of SE ¼ NE ¼, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE ¼ NE ¼ of said Section 18; thence along the East line of the Said SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of

25.00 feet, to a point on the East line of the said SE ¼ NE ¼ Section 18; thence along the said East line of the SE ¼ NE ¼ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E ¼ corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW ¼ SW ¼, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.

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

INTRODUCED on first reading on the 20th day of May, 2020 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2020 and ordered published in pamphlet form.

President of the Council

Attest:

City Clerk

Exhibit A

REDLANDS 360 ANNEXATION

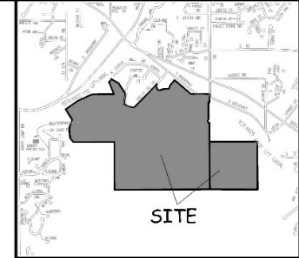
LYING IN THE N 1/2 SE 1/4, NE 1/4, SE 1/4 NW 1/4 OF SECTION 18, AND NW 1/4 SW 1/4 OF SECTION 17,
TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

DESCRIPTION

A tract of land located in portions of the South Half of the Northwest Quarter (S 1/2 NW 1/4), the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), the North Half of the Southeast Quarter (N 1/2 SE 1/4), and the Northeast Quarter (NE 1/4) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE 1/4 SE 1/4 of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE 1/4 SE 1/4 of said Section 18; thence along the South line of the said NE 1/4 SE 1/4 and the South line of the NW 1/4 SE 1/4 of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW 1/4 SE 1/4 of Section 18; thence along the West line of the said NW 1/4 SE 1/4, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C 1/4) of said Section 18; thence along the South line of the SE 1/4 NW 1/4, South 89°52'29" West, a distance of 1131.96 feet, to the point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet, to a point on the North line of the SE 1/4 NW 1/4 of Section 18; thence along the said North line of the SE 1/4 NW 1/4 of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW 1/4 NE 1/4 of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43, to a point of intersection with the North line of the SE 1/4 NE 1/4 of said Section 18; thence along the said North line of SE 1/4 NE 1/4, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE 1/4 NE 1/4 of said Section 18; thence along the East line of the Said SE 1/4 NE 1/4 Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five (5) courses: 1) thence North 80°35'30" West a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE 1/4 NE 1/4 Section 18; thence along the said East line of the SE 1/4 NE 1/4 Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E 1/4 corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

TOGETHER WITH, the NW 1/4 SW 1/4, of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County Colorado.



LOCATION MAP: NOT-TO-SCALE

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.P.M.	UTE PRINCIPAL MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
∠	CENTRAL ANGLE
RAD.	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CBS	CHORD BEARING
BLK.	BLOCK
PL.	PLAT BOOK
BOOK	BOOK
PG.	PAGE

AREA OF ANNEXATION

ANNEXATION PERIMETER	17,301.86 FT.
CONTIGUOUS PERIMETER	9,328.73 FT.
AREA IN SQUARE FEET	10,340,083 FT.
AREA IN ACRES	237.376

The Sketch and Description contained herein have been derived from subdivision data and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundaries.

ORDINANCE NO.
?????

EFFECTIVE DATE
?????

PRELIMINARY

JOHN L. GREEN, P.L.S. No. 18670
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

THIS IS NOT A BOUNDARY SURVEY

Notice:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DRAWN BY: A.H.M. DATE: 09-04-2020
DESIGNED BY: DATE: _____
CHECKED BY: J.L.G. DATE: _____
APPROVED BY: DATE: _____

SCALE
1" = 200'

Grand Junction
PUBLIC WORKS & PLANNING

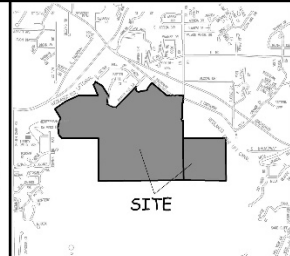
PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

REDLANDS 360
ANNEXATION

1
OF
2

REDLANDS 360 ANNEXATION

LYING IN THE N 1/2 SE 1/4, NE 1/4, SE 1/4 NW 1/4 OF SECTION 18, AND NW 1/4 SW 1/4 OF SECTION 17,
TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

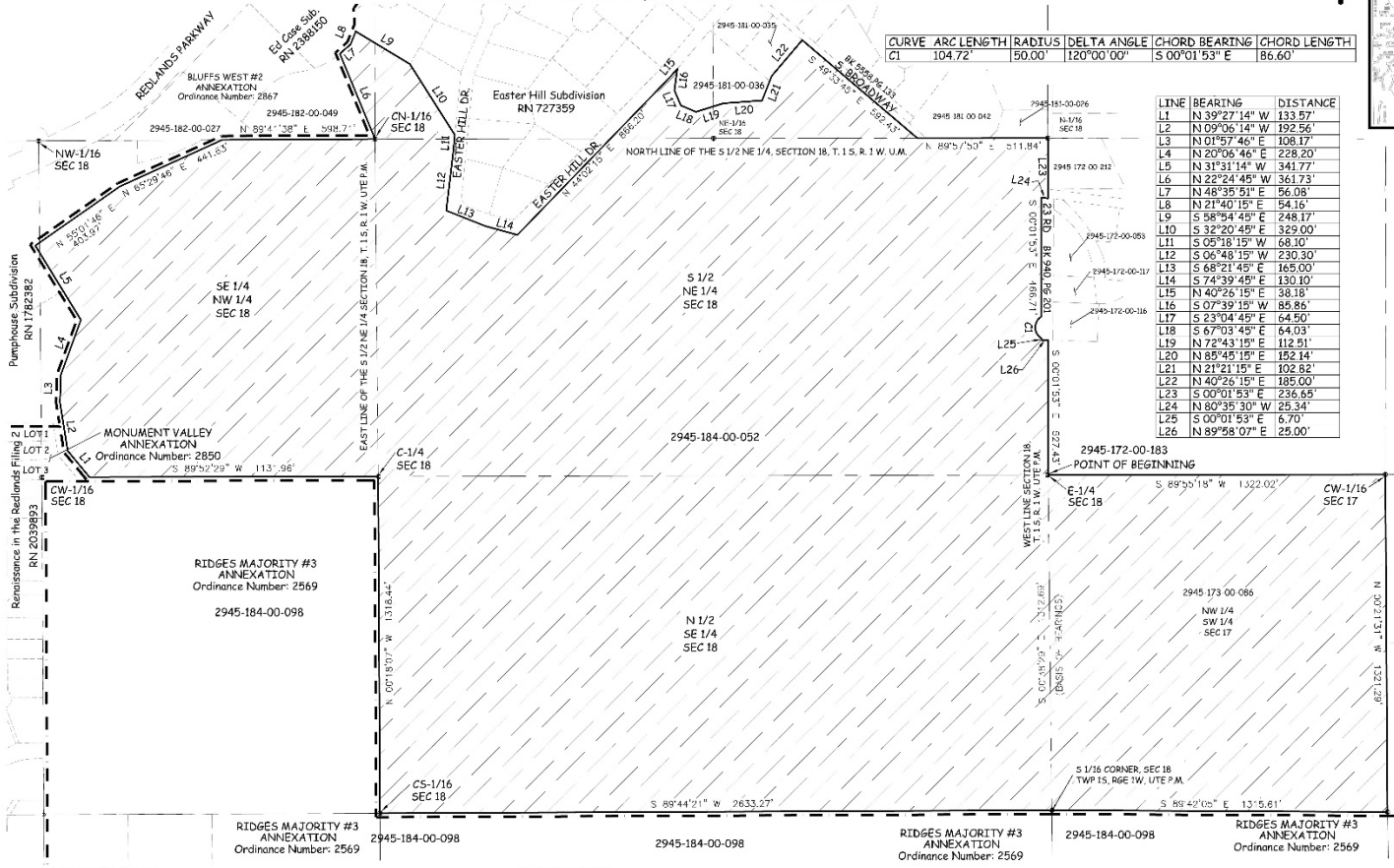


SITE

LOCATION MAP: NOT-TO-SCALE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	104.72'	50.00'	120°00'00"	S 00°01'53" E	86.60'

LINE	BEARING	DISTANCE
L1	N 39°27'14" W	133.57'
L2	N 09°06'14" W	192.56'
L3	N 01°57'46" E	108.17'
L4	N 20°06'46" E	228.20'
L5	N 31°31'14" W	341.77'
L6	N 22°24'45" W	361.73'
L7	N 48°35'51" E	56.08'
L8	N 21°40'15" E	54.16'
L9	S 58°54'45" E	248.17'
L10	S 32°20'45" E	329.00'
L11	S 05°18'15" W	68.10'
L12	S 06°48'15" W	230.30'
L13	S 68°21'45" E	165.00'
L14	S 74°39'45" E	130.10'
L15	N 40°26'15" E	38.18'
L16	S 07°39'15" W	85.86'
L17	S 23°04'45" E	64.50'
L18	S 67°03'45" E	64.03'
L19	N 72°43'15" E	112.51'
L20	N 85°45'15" E	152.14'
L21	N 21°21'15" E	102.82'
L22	N 40°26'15" E	185.00'
L23	S 00°01'53" E	232.65'
L24	N 80°35'30" W	25.34'
L25	S 00°01'53" E	6.70'
L26	N 89°58'07" E	25.00'



ABBREVIATIONS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REPLY
- SEC. SECTION
- TWP. TOWNSHIP
- RANGE RANGE
- UT.M. UTE PRINCIPAL MERIDIAN
- AD. ANGLE
- SG. FT. SQUARE FEET
- CA. CENTRAL ANGLE
- RAD. RADIUS
- AL. ARC LENGTH
- CH. CHORD LENGTH
- CHB. CHORD BEARING
- BL. BLOCK
- HS. HALF BLOCK
- ROK. ROCK
- PC. PACE

This Station and Description complies with the rules and regulations of the Board of Surveyors and the office of the Mesa County Clerk and Recorder. This plan shall not constitute a legal survey, and it is not intended to be used as a basis for establishing or verifying property boundary lines.

PRELIMINARY

ANNEXATION PERMITS: 17,361.86 FT.
CONTIGUOUS PERMITS: 8,703.14 FT.
AREA IN SQUARE FEET: 12,768.85 FT.
AREA IN ACRES: 227.378



ORDINANCE NO. 2569 EFFECTIVE DATE 7/27/22

THIS IS NOT A BOUNDARY SURVEY

JAN 1 1990 PLS. No. 28175
Professional Land Surveyor for the City of Grand Junction
DATE:

Notice:
According to Colorado law you must consent to my legal action based upon any defect in this survey which three people state you did discover said defect, in the event any other stated state, and defect in this survey be discovered state that the state that the date of the construction began shown.

DRAWN BY: A.H.M. DATE: 03-24-2020
DESIGNED BY: DATE: _____
CHECKED BY: T.L.G. DATE: _____
APPROVED BY: DATE: _____

SCALE: 1" = 200'

Grand Junction
PUBLIC WORKS & PLANNING

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

REDLANDS 360
ANNEXATION



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: July 1, 2020

Presented By: Trent Prall, Public Works Director, Jay Valentine, General Services Director

Department: Public Works - Engineering

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

2020 Contract Street Maintenance - Asphalt Overlays - Change Order #1

RECOMMENDATION:

Authorize the City Purchasing Division to approve a change order amending the Contract with Elam Construction of Grand Junction, CO for the 2020 Contract Street Maintenance - Asphalt Overlays Project in the amount of \$578,330.45.

EXECUTIVE SUMMARY:

With better than anticipated bids for contract street maintenance, a portion of the remaining budget is proposed to fund a change order to the existing contract with Elam Construction to further improve the City's pavement condition. If approved, Change Order #1 would add an additional 6.7 lane miles of paving on four roads in the Foresight Circle area as well as Ridge Circle Dr. in the Ridges. The proposed increase to the contract is \$578,330.45.

BACKGROUND OR DETAILED INFORMATION:

This year's street maintenance program is funded at \$5.8 million, including \$4.8 million for outsourced contract work and \$1 Million for the materials necessary for the annual chipseal program applied by City street department crews.

The existing contract included asphalt overlay project includes asphalt milling, and overlay of 30.4 lane miles. Change Order #1 includes 25,209 square yards of asphalt milling, 5,350 tons of hot mix asphalt placement totaling 6.7 lane miles or 47,087

square yards of road surface. The total proposed addition to the contract is \$578,330.45. As the total of Change Order #1 is greater than \$200,000, City purchasing policies require Council approval.

Roads throughout the City have been rated for condition and an asset management program is used to determine the road and the treatment list for the annual program. This change order consists of resurfacing (overlying) City streets with up to two inches of new asphalt pavement based on the conditions of the existing streets. Work items associated with the paving in this contract include milling of existing asphalt pavement where needed, leveling of failed sections of roadways, adjusting manhole lids and valve covers to grade, and placing shoulder gravel on roads that do not have curb and gutter. Some selected streets will also have sections of concrete curb, gutter, and sidewalk replaced ahead of the overlay, as needed, to facilitate the overlay construction.

The streets selected for this change order include:

1. Foresight Cir. – Southwest Half - 25 Rd. to Patterson Rd. (Avg. PCI - 48)
2. Blichmann Ave. – 25 Rd. to Eisenhower St. (Avg. PCI - 44)
3. Eisenhower St. – Blichmann Ave. to Patterson Rd. (Avg. PCI - 44)
4. Ridge Circle Dr. - Ridges Blvd. to West End of Pavement (Avg. PCI - 35)

PCI ratings are from the 2019 survey. The patching and overlays will restore the streets to a PCI of high 80's to low 90's.

This Change Order would amend the contract as follows:

Original Total Contract Amount	\$2,919,346.95
Change Order #1 (This item)	\$578,330.45
Total Revised Contract Amount (Pending)	\$3,497,677.40

This work authorized in this change order is scheduled to begin upon approval with an expected final completion date of late August.

FISCAL IMPACT:

The funding for this project is the 2020 Adopted Budget in the .75% Sales Tax Capital Improvement Fund and includes use of the voter approved TABOR excess for street maintenance.

SUGGESTED MOTION:

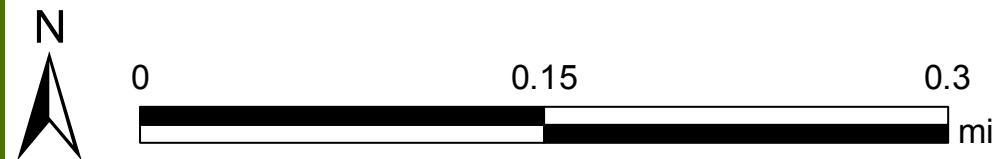
I move to authorize the City Purchasing Division to amend the existing contract with Elam Construction of Grand Junction, CO for the 2020 Contract Street

Maintenance - Asphalt Overlays Project in the amount of \$578,330.45.

Attachments

1. 2020 Contract Street Maintenance - Asphalt Overlays - Change Order 1 Work Areas

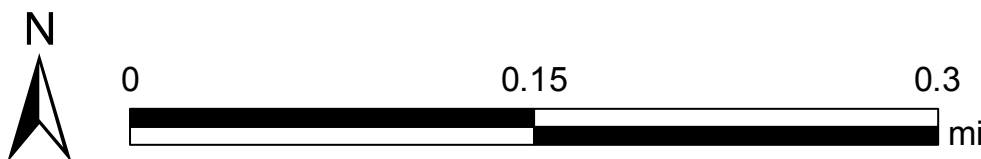
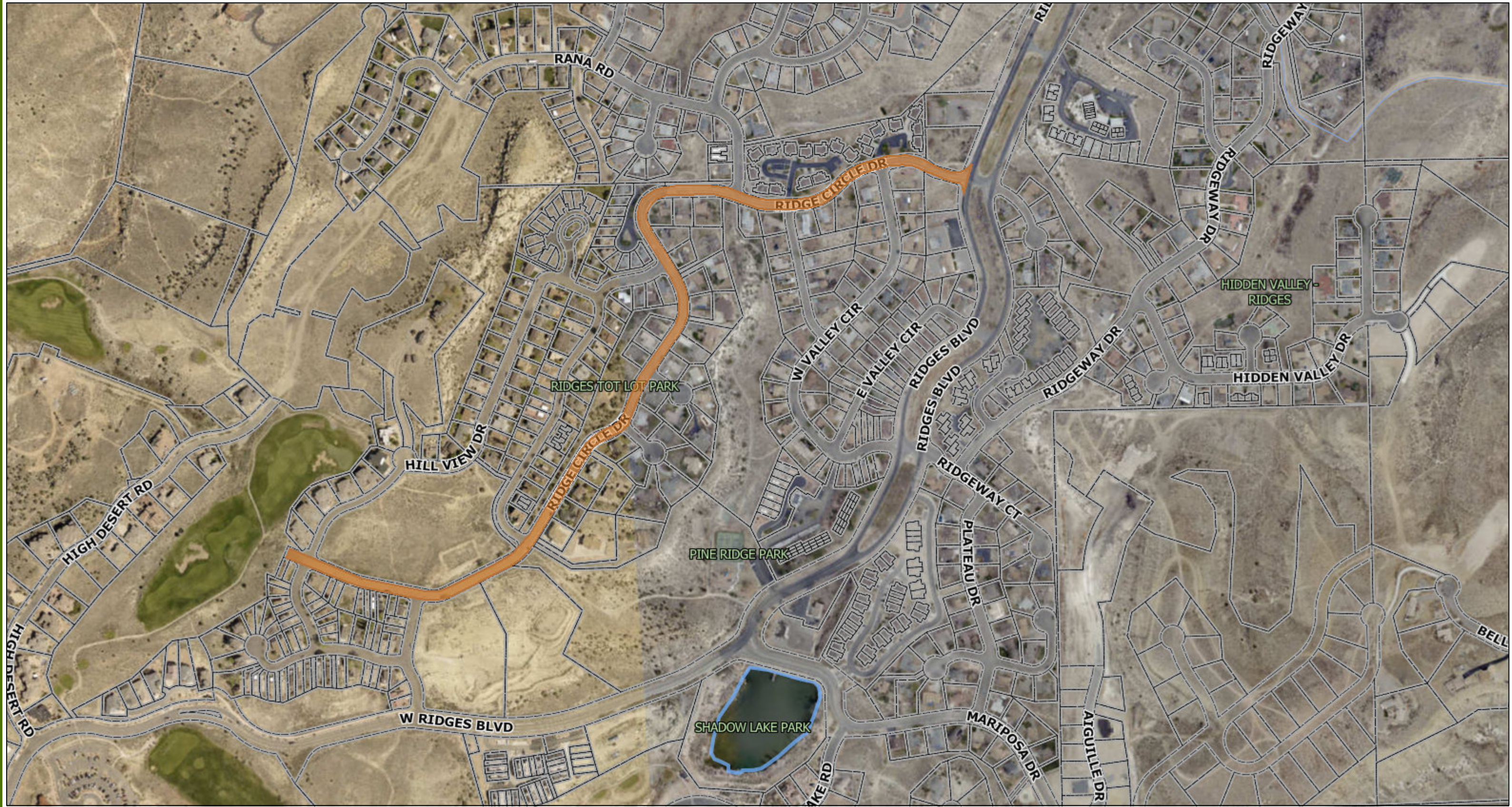
2020 Contract Street Maintenance - Asphalt Overlays CO#1 - Foresight Cir. Area



Date: 6/11/2020

1 inch = 376 feet

2020 Contract Street Maintenance - Asphalt Overlays CO #1- Ridge Circle Dr



Date: 6/11/2020

1 inch = 376 feet



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: July 1, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Resolution Concerning the Issuance of a Revocable Permit to the Lowell Village Metropolitan District for the Installation and Ongoing Maintenance of Bioswales and Landscaping in the White Avenue and North 8th Street Right-of-Way Adjacent to Lot 2 R5 Block Subdivision Amended

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The first phase of the Lowell Village Townhome development is nearly completed with the first 4 units on the northwest corner of 8th Street and White Avenue. The Lowell Village Metropolitan District is requesting a Revocable Permit to allow for installation and ongoing maintenance of bioswales for drainage purposes and landscaping within the adjacent White Avenue and 8th Street rights-of-way.

The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the encroachment from the rights-of-way should it be necessary in the future. It also formalizes the ongoing Metropolitan District responsibilities for these improvements that are also referenced in the Intergovernmental Agreement (IGA) between the City and the District.

BACKGROUND OR DETAILED INFORMATION:

Phase 1 of the Lowell Village Townhomes project on the southeast corner of North 7th Street and Grand Avenue known as the R-5 block is nearing completion (4 units) and

Phase 2 (32 units) is under development review. The plans for Phase 1 include installation of bioswales as part of the surface drainage system for the development and landscaping within the park strips (area between sidewalk and curb) along the adjacent rights-of-way for White Avenue and North 8th Street and Grand Avenue. Per the proposed Intergovernmental Agreement (IGA) between the Lowell Village Metropolitan District and the City, these improvements are to be installed and maintained by the District so this Revocable Permit formalizes that agreement.

The Revocable Permits allow the City to acknowledge these encroachments into its rights-of-way while retaining the ability to require the removal of them should it be necessary in the future.

FISCAL IMPACT:

This action does not have a direct fiscal impact to the City.

SUGGESTED MOTION:

I move to adopt Resolution No. 36-20, a resolution concerning the issuance of a revocable permit to the Lowell Village Metropolitan District to allow for the construction, installation and maintenance of private storm drainage microbasins, landscaping and irrigation systems within the Park Strips between the curb and the public sidewalk in the White Avenue, North 8th Street and Grand Avenue public rights-of-way adjacent to Lots 1, 2, 3 and 4 R5 Block Subdivision Amended.

Attachments

1. LOWELL VILLAGE REVOCABLE PERMIT MAPS
2. Resolution with Revocable Permit

LOWELL VILLAGE TOWNHOMES PHASE 1 LOCATION MAP



PROPOSED REVOCABLE PERMIT AREA (green)



RESOLUTION NO. __-20

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT to THE LOWELL VILLAGE
METROPOLITAN DISTRICT TO ALLOW FOR THE CONSTRUCTION,
INSTALLATION AND MAINTENANCE OF PRIVATE STORM DRAINAGE
MICROBASINS, LANDSCAPING AND IRRIGATION SYSTEMS WITHIN THE PARK
STRIPS BETWEEN THE CURB AND THE PUBLIC SIDEWALK IN THE WHITE
AVENUE, NORTH 8TH STREET AND GRAND AVENUE PUBLIC RIGHTS-OF-WAY
ADJACENT TO LOTS 1, 2, 3 AND 4 R5 BLOCK SUBDIVISION AMENDED**

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for private improvements within its boundaries stated in its Metropolitan District Service Plan to wit: LOTS 1, 2, 3 and 4 R5 Block Subdivision Amended;

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for the construction, installation and maintenance of private storm drainage microbasins, landscaping and irrigation systems within the park strips between the curb and the public sidewalk in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 2, 3 and 4 R5 Block Subdivision Amended, subject to the terms of the permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Beginning at the Southeast corner Lot 2, R5 Block Subdivision Amended (Reception No.2835112) thence N00°03'39"E along the West right of way line of North 8th Street adjoining the East line of said Lot 2, a distance of 125.39 feet; thence S89°55'50"E, a distance of 21.15 feet; thence S00°01'46"W, a distance of 136.90 feet; thence S45°11'41"W, a distance of 14.11 feet; thence N89°56'57"W, a distance of 194.80 feet; thence N00°01'33"E, a distance of 21.56 feet to a point on the North line of White Avenue right of way and a point on the South line of said Lot 2; thence S89°55'18"E, a distance of 183.59 feet to the Point of Beginning.

White Avenue and North 8th Street right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Said description contains an area of 7,011 Square Feet more or less, as described herein and illustrated on Exhibit "A".

C. Relying on the information supplied by the Petitioner and contained in File Nos. SUB-2018-578 in the office of the City's Community Development Department, the City

Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

PASSED and ADOPTED this _____ day of _____, 2020.

Attest:

City Clerk

President of the City Council

REVOCABLE PERMIT

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for private improvements within its boundaries stated in its Metropolitan District Service Plan to wit: LOTS 1, 2, 3 and 4 R5 Block Subdivision Amended

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for the construction, installation and maintenance of private storm drainage microbasins, landscaping and irrigation systems within the park strips between the curb and the public sidewalk in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 2, 3 and 4 R5 Block Subdivision Amended, subject to the terms of the permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Beginning at the Southeast corner Lot 2, R5 Block Subdivision Amended (Reception No.2835112) thence N00°03'39"E along the West right of way line of North 8th Street adjoining the East line of said Lot 2, a distance of 125.39 feet; thence S89°55'50"E, a distance of 21.15 feet; thence S00°01'46"W, a distance of 136.90 feet; thence S45°11'41"W, a distance of 14.11 feet; thence N89°56'57"W, a distance of 194.80 feet; thence N00°01'33"E, a distance of 21.56 feet to a point on the North line of White Avenue right of way and a point on the South line of said Lot 2; thence S89°55'18"E, a distance of 183.59 feet to the Point of Beginning.

White Avenue and North 8th Street right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Said description contains an area of 7,011 Square Feet more or less, as described herein and illustrated on Exhibit "A".

C. Relying on the information supplied by the Petitioner and contained in File Nos. SUB-2018-578 and SUB-2019-687 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

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

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

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

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

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

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

Dated this _____ day of _____, 2020.

Written and Recommended by: The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Jeremy Nelson for the Lowell Village Metropolitan District

AGREEMENT

The Lowell Village Metropolitan District, for itself, its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approved Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way fully available for use by the City of Grand Junction or the general public; and

(d) At the sole cost and expense of the petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2020.

Jeremy Nelson for Lowell Village Metropolitan District

State of Colorado)
)ss.
County of Mesa)

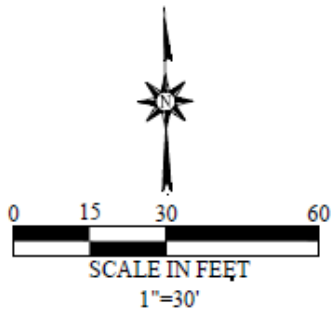
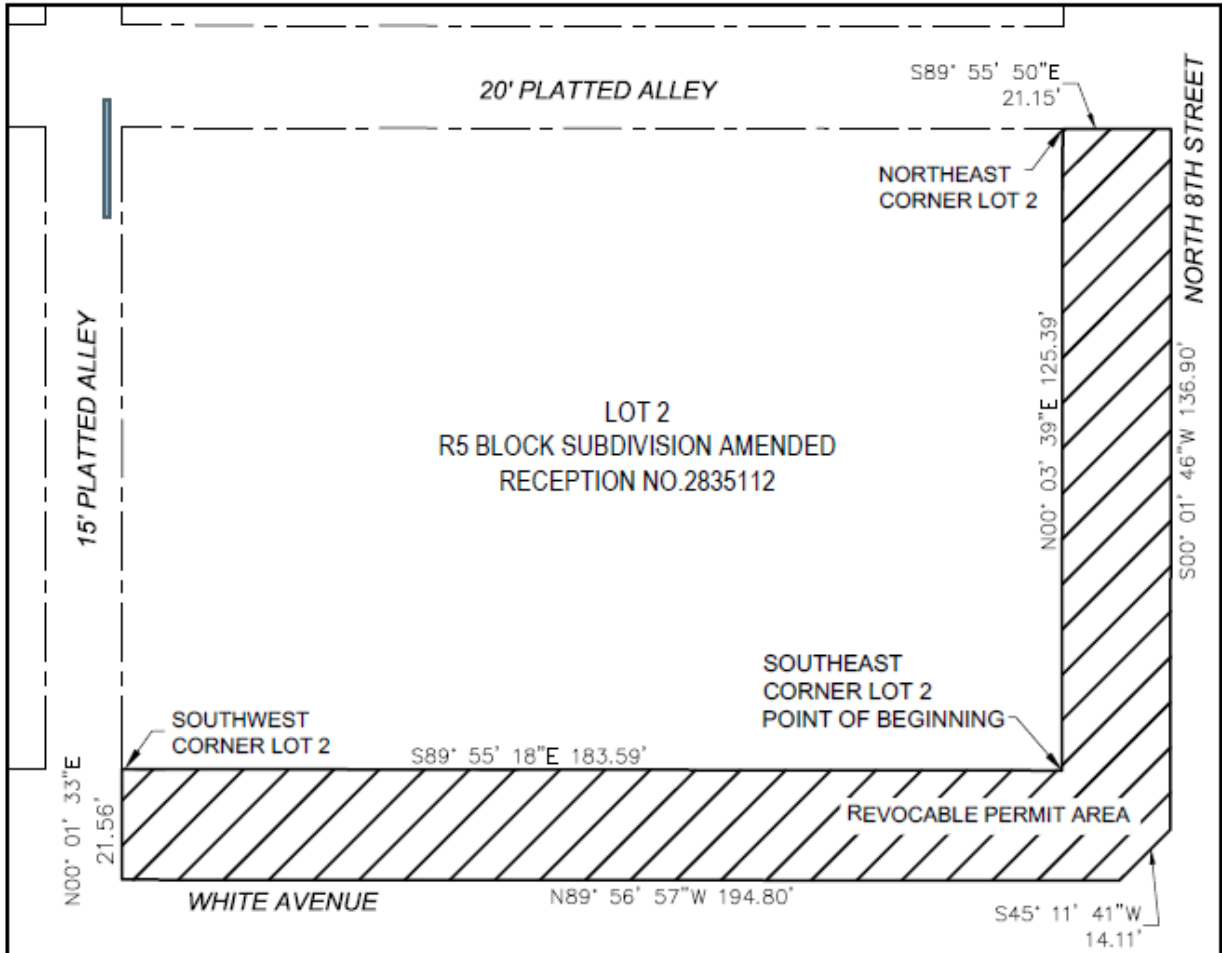
The foregoing Agreement was acknowledged before me this _____ day of _____, 2020, by Jeremy Nelson.

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

Notary Public

EXHIBIT A

REVOCABLE PERMIT
 SOUTHEAST 1/4 OF SECTION 14,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
 CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



CHRISTOPHER C. RANSIER
 CO PLS 38089
 717 CENTAURI DRIVE
 GRAND JUNCTION, CO 81506

*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
 *Linear units are in U.S. Survey Feet.



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: July 1, 2020

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Intergovernmental Agreement with Colorado Department of Transportation (CDOT) for Construction of Horizon Drive at G Road Roundabout

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to sign an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for the Construction of a new roundabout at the intersection of Horizon Drive and G Road/27 1/2 Road.

EXECUTIVE SUMMARY:

In April, the City was awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$1,500,000. This intergovernmental agreement establishes the relationship between Colorado Department of Transportation (CDOT), acting on behalf of Federal Highway Administration (FHWA), and the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

Grant background:

The Highway Safety Improvement Program (HSIP) is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The program provides federal funds (90% federal, 10% state/local) for projects that improve highway safety at locations where there is potential for crash reduction. The criteria in evaluating applications is the crash history and the cost of the entire project. Safety improvements along all public roadways, including non-State owned roads within a local community are eligible for HSIP funding.

Only candidate projects that have a potential for crash reduction were considered for funding prioritization. Projects were evaluated based on modeling of past safety performance and crash patterns that would be corrected with a particular improvement.

Awarded project:

Preliminary evaluations of accident history and modeling of the proposed safety improvements of the proposed roundabout at Horizon at G Road and 27 1/2 Road intersection identified this improvement as a strong project meeting the grant's goals.

The project competed statewide for a share of \$15 million. All work must be advertised for bids by June of 2023 which coincides with the Ballot Initiative 2A's schedule for this project.

Project sponsors must commit to a 10% match.

The project was identified in the corridor planning efforts completed in 2012 and is included in the Horizon Drive Business Improvement District's Horizon Drive Corridor Plan.

The project is proposed for design and securing right-of-way in 2021 with construction in 2022.

The funding is for Fiscal Year 2023 which for CDOT begins July 1, 2022.

FISCAL IMPACT:

The Highway Safety Improvement Program (HSIP) requires a 10% match. The construction portion of the project is estimated at \$3.5 million. The project is specifically for construction only to simplify contract administration with CDOT. The project was awarded \$1.5 million.

The project is included in the City's proposed 2022 Capital Improvement Program and will be subject to approval by City Council as part of the recommended 2022 budget.

SUGGESTED MOTION:

I move to adopt Resolution No. 37-20, a resolution entering into an agreement with the Colorado Department of Transportation for work on the Horizon Drive at G Road and 27 1/2 Road Intersection Improvement Project, authorizing City matching funds and authorizing the City Manager to sign an agreement with the Colorado of Department of Transportation.

Attachments

1. Horizon Dr at G Rd HSIP IGA Resolution
2. CDOT IGA Agreement 23652 331002182

CITY OF GRAND JUNCTION, COLORADO

Resolution No. __-20

A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR WORK ON THE HORIZON DRIVE AT G ROAD AND 27 ½ ROAD INTERSECTION IMPROVEMENT PROJECT, AUTHORIZING CITY MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

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 of the City Council supports the Horizon Drive at G Road and 27 ½ Road Intersection Improvement Project application that the City of Grand Junction has made to the Colorado Department of Transportation's (CDOT) Highway Safety Improvement Program (HSIP) Fund. This intersection has an accident history that would be significantly reduced with the proposed project.

The Highway Safety Improvement Program (HSIP) is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The program provides federal funds (90% federal, 10% state/local) for projects that improve highway safety at locations where there is potential for crash reduction. The criteria in evaluating applications is the crash history including rates, types of crashes, and severity; reduction in crash rates and severity if the project was constructed, and the cost of the entire project. Safety improvements along all public roadways, including non-State owned roads within a local community are eligible for HSIP funding.

The City has requested funds from the Colorado Department of Transportation's (CDOT) Highway Safety Improvement Program (HSIP) to construct a roundabout at the intersection of Horizon Drive at G Road and 27 ½ Roads complete with bike/pedestrian facilities and street lighting improvements.

HSIP funds were awarded by CDOT in April 2020 for fiscal year (FY) 2023 (July 2022 to June 2023). The Project Number is PROJECT SHO M555-034 (23652). The total amount to be awarded is \$1,500,000 all designated for the construction phase.

The project is anticipated to start construction in 2022 with completion in 2023.

Federal HSIP funds in the amount of \$1,500,000 awarded toward the Horizon Drive at G Road and 27 ½ Road Intersection Improvement Project are hereby accepted and that the City Manager is hereby authorized to expend \$2,000,000 in matching funds for the project. The City Manager is authorized to execute and enter into the Intergovernmental Agreement with the Colorado Department of Transportation.

PASSED and ADOPTED this 1st day of July 2020.

Duke Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 20-HA3-XC-03003	
Local Agency CITY OF GRAND JUNCTION		Agreement Effective Date The later of the effective date or May 27, 2020	
Agreement Description Horizon Drive and G Road Roundabout		Agreement Expiration Date May 26, 2030	
Project # SHO M555- 034 (23652)	Region # 3	Contract Writer LSC	Agreement Maximum Amount \$1,666,667.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center">LOCAL AGENCY CITY OF GRAND JUNCTION</p> <hr/> <p align="center">Signature</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr/> <p align="center">Stephen Harelson, P.E., Chief Engineer</p> <p align="center">Date: _____</p>
<p align="center">2nd State or Local Agency Signature if Needed</p> <hr/> <p align="center">Signature</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p align="center">Assistant Attorney General</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Effective Date: _____</p>	

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- EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, the expiration of Multimodal Transportation Options Funding (“MMOF”) if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on May 26, 2030 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **"Budget"** means the budget for the Work described in **Exhibit C**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"Consultant"** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **"Contractor"** means the general construction contractor hired by Local Agency to construct the Work.
- H. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **"Evaluation"** means the process of examining Local Agency's Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- K. **"Exhibits"** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient.

- N. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“Multimodal Transportation Options Funding”** or **“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.
- S. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- T. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- U. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- V. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- W. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- X. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- Y. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Subcontractor”** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- FF. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- GG. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

II. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance 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 the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- 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 as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.
- iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work 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 construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.
- iv. Right of Way (ROW) and Acquisition/Relocation
 - a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
 - b. Any acquisition/relocation activities shall 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, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
 - c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
 - d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant to the following categories:

- 1) Right of way acquisition (3111) for federal participation and non-participation;
- 2) Relocation activities, if applicable (3109);
- 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi**.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire.
 - iii. Automobile Liability
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 - iv. Protected Information
Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
 - vi. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage
Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver
All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Mike Curtis, Traffic Project Engineer
Region 3
222 S. 6th Street, Room 100
Grand Junction, CO 81501
970-683-6277
michael.curtis@state.co.us

For the Local Agency

CITY OF GRAND JUNCTION
Trent Prall, Public Works Director
250 North 5th Street
Grand Junction, CO 81501
970-256-4047
trentonp@gjcity.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §20.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §20.C, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. 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.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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 shall 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, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, 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, Local Agency shall proceed diligently with the performance of this 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 shall 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit A

Statement of Work

23652 – City of Grand Junction – Horizon Drive & G Road Roundabout

HSIP Project – SHO M555-034

SCOPE OF WORK

The Horizon Drive & G Road Intersection will be reconstructed and the existing signalized intersection will be replaced with a two lane roundabout as a safety improvement. Roundabouts have been proven nationally, across the state, and locally to provide significant safety improvements. The roundabout will help set the “context” for the corridor as the transition from a more rural Horizon Drive into the dense commercial space.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation		Option Letter Number ZOPTLETNUM
Local Agency ZVENDORNAME		Agreement Routing Number ZSMARTNO
Agreement Maximum Amount		
Initial term		
State Fiscal Year ZFYY_1	\$ ZFYA_1	
Extension terms		Agreement Effective Date
State Fiscal Year ZFYY_2	\$ ZFYA_2	The later of the effective date or ZSTARTDATEX
State Fiscal Year ZFYY_3	\$ ZFYA_3	
State Fiscal Year ZFYY_4	\$ ZFYA_4	
State Fiscal Year ZFYY_5	\$ ZFYA_5	Current Agreement Expiration Date
Total for all state fiscal years	\$ ZPERSVC_MAX_ AMOUNT	ZTERMDATEX

1. OPTIONS:

A. Option to extend for an Extension Term

B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

2. REQUIRED PROVISIONS:

Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on *(insert date)* and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

Option B

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include *(describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)* and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for *(Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)* is *(insert dollars here)*. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. *(The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.)*.

Option C

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to

authorize the Local Agency to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include *(describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)*; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option E

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

3. OPTION EFFECTIVE DATE:

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

EXHIBIT C – FUNDING PROVISIONS

SHO M555-034 (23652)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,666,667.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a. Federal Funds (90.00% of Participating Costs)				\$1,500,000.00
b. Local Agency Matching Funds (10.00% of Participating Costs)				\$166,667.00
TOTAL BUDGETED FUNDS				\$1,666,667.00
2. OMB UNIFORM GUIDANCE				
a. Federal Award Identification Number (FAIN):				TBD
b. Federal Award Date:				See Below
c. Amount of Federal Funds Obligated by this Action:				\$0.00
d. Total Amount of Federal Award:				\$1,500,000.00
e. Name of Federal Awarding Agency:				FHWA
f. CFDA Number – Highway Planning and Commission				CFDA 20.205
g. Is the Award for R&D?				No
h. Indirect Cost Rate (if applicable)				N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a. Federal Funds Budgeted				\$1,500,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$1,500,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a. Total Encumbrance Amount				\$1,500,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				
Net to be encumbered as follows:				\$1,500,000.00
<i>Note: Construction phase funds are currently not available. Construction funds will become available after federal authorization and execution of an Option Letter (Exhibit B) or formal Amendment.</i>				
WBS Element 23652.20.10	Performance Period Start*/End Date N/A – N/A	Const.	3301	\$0.00

*The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being understood that such ratio applies only to the \$1,666,667.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,666,667.00, and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,666,667.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,500,000.00 (for CDOT accounting purposes, the federal funds of \$1,500,000.00 and the Local Agency matching funds of \$166,667.00 will be encumbered for a total encumbrance of \$1,666,667.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D, LOCAL AGENCY RESOLUTION

NOT APPLICABLE

EXHIBIT E- LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. SHO M555-034	STIP No.	Project Code 23652	Region 3
Project Location City of Grand Junction Horizon Drive & G Road			Date March 24, 2020
Project Description Grand Junction Horizon & G Rd Roundabout			
Local Agency City of Grand Junction	Local Agency Project Manager Trenton Prall / 970-256-4047		
CDOT Resident Engineer Mark Bunnell / 970-683-6276	CDOT Project Manager Mike Curtis / 970-683-6277		

INSTRUCTIONS:

This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	N/A N/A	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	X
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
5.13	Document Design Exceptions - CDOT Form 464	X	X
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Mark Bunnell _____ <u>March 24, 2020</u> CDOT Resident Engineer (Signature on File) _____ Date		X
6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances		
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer) _____	X	X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		X
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence		X
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
	Pre-survey • Construction staking • Monumentation	X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Trenton Prall _____ <u>970-256-4047</u> Local Agency Professional Engineer or _____ CDOT Resident Engineer _____ Phone number	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	X
8.7	Perform Traffic Control Inspections	X	X
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Trenton Prall Local Agency Representative 970-256-4047 Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare <u>Local Agency Reimbursement Requests</u>	X	
8.15	Monitor Project Financial Status		X
8.16	Prepare and Submit Monthly Progress Reports	X	X
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Mark Bunnell CDOT Resident Engineer 970-683-6276 Phone number		X
8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	X
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT		X X X
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	X X
9.9	Check Final Materials Documentation	X	X
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"> • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire 	X X X X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification and Collect EEO Forms	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
11.9	(FHWA Form 47 discontinued)	N/A	N/A
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)	X	X
11.11	Process Final Payment	X	X
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F, CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Civil Rights & Business Resource Center

Colorado Department of Transportation

2829 W. Howard Place

Denver, Colorado 80204

Phone: (303) 757-9234

REVISED 1/22/98

REQUIRED BY 49 CFR PART

EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this term period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I, FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

v. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

vi. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

vii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

viii. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

ix. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances for Local Agencies
DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
 - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
 - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
 - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
 - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
 - 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

- 2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

 - 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
- 4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

 - 4.1.** The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2.** In the preceding fiscal year, Contractor received:

 - 4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
- 5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
- 6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:


- 7.2.1** Subrecipient's DUNS Number as registered in **SAM**.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

 CDOT SUBRECIPIENT RISK ASSESSMENT		Date: 		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No	N/A
EXPERIENCE ASSESSMENT		Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>	
MONITORING/AUDIT ASSESSMENT		Yes	No	N/A
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 a)	Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b)	What were the number and extent of issues in prior review?	<input type="checkbox"/> 1 to 2	<input type="checkbox"/> >3	<input type="checkbox"/>
OPERATION ASSESSMENT		Yes	No	N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
FINANCIAL ASSESSMENT		Yes	No	N/A
7 a)	Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>	
b)	If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> >10%	<input type="checkbox"/> <10%	
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p>			



Tool Version:
v2.0 (081816)

EXHIBIT M, OMB Uniform Guidance for Federal Awards
Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

2. 8.Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: July 1, 2020

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to amend the Grand Junction Municipal Code to provide for the appointment of two additional members to the Grand Junction Parks and Recreation Advisory Board.

BACKGROUND OR DETAILED INFORMATION:

Presently, the Parks and Recreation Advisory Board (PRAB) has seven City residents as members. There is a desire to expand to nine members to better meet the opportunities and challenges that are before it. The City has recently launched a Parks, Recreation and Open Space (PROS) Master Plan process. The PRAB will be centrally involved in the planning process and weigh in on determining the outcomes. PRAB will consider and help shape the evolving PROS Master Plan, and ultimately decide upon a recommendation to the City Council to consider adoption. That work, coupled with the interest in seeking more varied backgrounds and membership on PRAB, prompts the City Council to consider increasing the membership of the PRAB from seven to nine members to help it fulfill its mission.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4942, an ordinance to amend the Grand Junction Municipal Code regarding the Grand Junction Parks and Recreation Advisory Board Membership on final passage and order final publication in pamphlet form.

Attachments

1. ORD-Ordinance PRAB061520

47

48 City Council hereby declares that this ordinance is necessary to preserve and advance
49 the peace and the public health, safety and welfare by effectuating the Council's
50 purposes and policies, which are consistent with and supportive of the best interest of
51 the citizens of the City.

52

53 Severability.

54

55 This Ordinance is necessary to protect the public health, safety and welfare of the
56 residents of the City. If any provision of this Ordinance is found to be unconstitutional or
57 illegal, such finding shall only invalidate that part or portion found to violate the law. All
58 other provisions shall be deemed severed or severable and shall continue in full force
59 and effect.

60

61 All other provisions of Title 2 of the Grand Junction Municipal Code shall remain in full
62 force and effect.

63

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67

C.E. Wortmann
President of the Council

68 ATTEST:

69

70

71 Wanda Winkelmann
72 City Clerk



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: July 1, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Request by Stericycle, Inc. for Approval of a Certificate of Designation (CD) to Establish and Operate a Solid Waste Disposal Facility on a Portion of the Property Located at 2332 I-70 Frontage Road - [Staff Presentation](#)

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Stericycle, Inc., requests approval of a Certificate of Designation (CD) to establish and operate a solid waste disposal/infectious waste transfer facility on a portion of a property located at 2332 I-70 Frontage Road in Grand Junction. The Colorado Solid Wastes Disposal Sites and Facilities Act (CRS 31-20-102) requires that such a request be reviewed by the Colorado Department of Public Health and Environment (CDPHE) for technical merit that then makes a recommendation to the local government, which shall make the final decision on the Certificate of Designation.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Stericycle is a business services company that specializes in protecting people and reducing risk. Stericycle works with companies in a wide array of industries including healthcare, manufacturing, and retail to improve employee and customer safety, ensure regulatory compliance, safely dispose of regulated materials and manage corporate and personal risk. The Applicant has submitted the required Engineering Design and Operations Plan (EDOP) that specifically describes the design, waste acceptance, and

operations of the proposed Stericycle Infectious Waste Transfer Facility which is to be located at 2332 I-70 Frontage Road on a parcel of land owned by ESM Holdings, LLC. Stericycle will lease a portion of the site for its operations.

The Colorado Solid Wastes Disposal Sites and Facilities Act (CRS 31-20-102) requires that such a request be reviewed by the Colorado Department of Public Health and Environment (CDPHE) for technical merit that then makes a recommendation to the local government, which shall make the final decision on the Certificate of Designation.

Proposed Facility and Operations

According to the EDOP, the Stericycle Grand Junction facility will be an unstaffed facility that temporarily stores and transfers regulated medical waste (RMW), Animal and Plant Health Inspection Service (APHIS) waste (regulated garbage), and non-hazardous pharmaceutical waste. Transfers are conducted in a truck-to-truck manner from smaller route trucks to larger transfer trailers under supervision of trained personnel. RMW and APHIS wastes transferred at the facility are typically transported to the Stericycle Dacono autoclave steam sterilization facility in the Denver Metropolitan area for treatment prior to eventual disposal. The Grand Junction facility will operate up to 52 weeks a year, 7 days a week, 24 hours a day, as needed, to manage and process incoming medical waste. Normal business hours are 5:00 am to 5:00 pm, Monday through Friday.

The facility Owner and Operator are responsible for compliance with the EDOP and any stand-alone plan approved by the Colorado Department of Public Health and Environment (CDPHE) at this time and as may be amended on consent or unilaterally at any time, including after closure, by CDPHE. Violation of the EDOP or other plan as so amended constitutes a violation of this Certificate of Designation. This certificate need not be amended upon EDOP amendment unless required by the City of Grand Junction or CDPHE. The facility Owner and Operator are also jointly responsible for compliance with the Solid Waste Act and the Regulations Pertaining to Solid Waste Sites and Facilities (the Regulations), sections 30-20-101 et seq and 6 CCR 1007-2 respectively.

Following the issuance of this certificate, CDPHE may approve revisions to these plans by unilateral action in accordance with Section 1.3.9 of the Regulations, so long as such revisions are not in conflict with this certificate. However, nothing precludes the City of Grand Junction from conducting its own independent review of any proposed changes to these plans. It is expected that CDPHE will coordinate with the City of Grand Junction to avoid the imposition of conflicting obligations on the facility.

The only improvements to be made at the site are security fencing around the leased operations area of the underutilized portion of the larger parcel and the placement of two trailers within the fenced area; one used as a transfer trailer and the other as a

supply trailer. Refer to the Site Plan and the EDOP included as attachments to the staff report for more detailed information.

CDPHE Review, Recommendation and Conditions

The CDPHE Hazardous Materials and Waste Management Division (Division) initiated technical review of the application following a completeness determination issued by the Division on February 7, 2020. The Division reviewed the application, including the EDOP, Revision 1 dated February 2020 after revisions had been made per City comments, for compliance with the requirements set forth in the Solid Waste Disposal Sites and Facilities Act and with other regulations promulgated thereunder. On February 20, 2020, the Division published a notice in the Grand Junction Daily Sentinel that the application was under review and that the Division would accept public comment for thirty days thereafter. No comments on the application were received. Consequently, the Division issued a Recommendation of Approval of Certificate of Designation Application for the Stericycle Infectious Waste Transfer Facility letter on May 12, 2020. The letter includes three conditions that must be included in the CD to be considered by the City (refer to the draft Certificate of Designation attached to the staff report).

City of Grand Junction Review and Conditions

The City reviewed the Site Plan administratively, concurrent with the CDPHE technical review of the proposal. Revisions to the Site Plan and EDOP narrative were made per comments provided the Applicant from Community Development, Fire Department and Development Engineer. There were no comments from other agencies regarding the proposal. All comments have been satisfied thus, the City will approve the Site Plan subject to City Council's approval of the CD which lists the conditions imposed by the City.

NOTIFICATION REQUIREMENTS

In addition to the Public Notice described above that was published by CDPHE, the City provided public notice of the Certificate of Designation was completed consistent with CDPHE guidance with a legal advertisement published in the Grand Junction Daily Sentinel on May 31, 2020 and the property posted with a sign including contact information about the application, for 30 days prior to the public hearing.

ANALYSIS

According to CRS 31-20-104, in considering an application for a proposed solid waste disposal site and facility, the governing body having jurisdiction shall take into account the items listed below. Designation of approved solid wastes disposal sites and facilities shall be discretionary with the governing body having jurisdiction, subject to judicial review by the district court of appropriate jurisdiction.

(a) The effect that the solid wastes disposal site and facility will have on the

surrounding property, taking into consideration the types of processing to be used, surrounding property uses and values, and wind and climatic conditions;

The facility is to be located in a leased area in an underutilized portion of a parking area in the north central portion of the 15-acre parcel located at 2332 I-70 Frontage Road. The property is zone Light Industrial (I-1) and the proposed operation is an allowed use within the zone subject to approval of a Certificate of Designation. There are other industrial uses on the parcel as well as to the east, west and south. The property to the north is a large lot (6.4 acres) single family home with agricultural use. All operations will take place with sealed containers collected in transfer trucks. There is no outdoor operation or storage proposed with the facility. Thus, there will no impact on surrounding properties.

(b) The convenience and accessibility of the solid wastes disposal site and facility to potential users;

The only users that will be accessing the site will be those directly associated with the transfer operations. The location is easily accessed by the delivery vehicles from throughout the valley as well by the trucks leaving the site via 24 Road and Interstate 70 to travel to the disposal site in the Denver vicinity.

(c) The ability of the applicant to comply with the health standards and operating procedures provided for in this part 1 and such rules and regulations as may be prescribed by the department;

Stericycle, Inc. is experienced with operating this type of a facility and its Engineering Design and Operations Plan (EDOP) includes detailed descriptions of the policies, procedures and operations. CDPHE has completed its review and provided a letter recommending approval subject to the conditions listed in the CD. Thus, the applicant does have the ability to comply with all applicability health standards, operating procedures, rules and regulations at this site.

(d) Recommendations by county, district, or municipal public health agencies.

The Deputy Director and two environmental health specialists from the Mesa County Health Department reviewed the plan for the proposed facility and did not have any concerns with issuance of the Certificate of Designation.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Stericycle, Inc. Certificate of Designation (CD) request, file CDS-2020-270 , for a portion of the property located at 2332 I-70 Frontage Road in Grand Junction with the condition as provided, the following findings of facts have been made:

1. The request conforms with CRS 31-20-104.

Therefore, Staff recommends approval of the request subject to the condition below.

Condition 1: The approval of the Certificate of Designation shall be subject to the improvements as shown on the approved Minor Site Plan being completed, meeting applicable sections of GJMC 21.02.070(f).

FISCAL IMPACT:

This action has no direct fiscal impact.

SUGGESTED MOTION:

I move to (approve/deny) the issuance of a Certificate of Designation (CD) to Stericycle, Inc. to establish and operate a solid waste disposal/infectious waste transfer facility on a portion of a property located at 2332 I-70 Frontage Road in Grand Junction, with the conditions listed in the Certificate of Designation.

Attachments

1. Proposed Stericycle Inc Location Map
2. Applicant Materials
3. Stericycle Grand Junction Medical Waste Transfer Station CDPHE Recommendation of Approval
4. Stericycle Certificate of Designation
5. Stericycle CD Presentation

2332 Interstate 70 Frontage Road - Green Area Proposed Stericycle, Inc. Location





October 8, 2019

Project No. 19126694-R-0

Kristen Ashbeck
City of Grand Junction Planning
250 North 5th Street
Grand Junction, CO 81501

STERICYCLE INFECTIOUS WASTE TRANSFER FACILITY MINOR SITE PLAN AND ENGINEERING DESIGN AND OPERATIONS PLAN (EDOP) SUBMITTAL; 2332 I-70 FRONTAGE ROAD, GRAND JUNCTION, COLORADO

Dear Ms. Ashbeck:

Stericycle is seeking a Certificate of Designation (CD) from the City of Grand Junction for a proposed Infectious Waste Transfer Facility to be located at 2332 I-70 Frontage Road. On behalf of Stericycle, Golder Associates Inc. is pleased to submit the attached (via e-mail) Minor Site Plan Review application documents and Engineering Design and Operations Plan (EDOP) in support of the CD application. A pre-application meeting was held via telephone on July 29, 2019.

As outlined in the Submittal Checklist for the Minor Site Plan Review dated August 6, 2019, the attached EDOP and additional documentation includes the following information required for a Minor Site Plan Review:

- General Project Report – Sections 1.2, 4.0, and 6.0 of EDOP
- Site Sketch – Figure 2 of EDOP
- Application Fee – To be submitted under separate cover
- Development Application – Attached
- Ownership Statement – Attached
- Property Deed – Stericycle is currently working with their property lessor on obtaining a copy of the property deed. In order to start the review and referral process of the Minor Site Plan application and the EDOP, Stericycle is submitting the attached information in advance of the property deed. A copy of the property deed will be submitted at a later date.

Should you have any questions, please do not hesitate to contact me at 303-980-0540.

Sincerely,

Golder Associates Inc.



Jeff Rusch, PE
Senior Engineer

JAR/dls

CC: Ray Bracha, Stericycle
Mike Velasquez, Stericycle
Rachel Kirkman, Golder Associates Inc.

Attachments: Engineering Design and Operations Plan
Development Application
Ownership Statement
Parking Agreement

[https://golderassociates.sharepoint.com/sites/112519/project files/6 deliverables/reports/1-r stericycle_gj_edop/1-r-0/coverltr_separate_attachments/cvrltr_19126694_gj_08oct2019.docx](https://golderassociates.sharepoint.com/sites/112519/project%20files/6%20deliverables/reports/1-r%20stericycle_gj_edop/1-r-0/coverltr_separate_attachments/cvrltr_19126694_gj_08oct2019.docx)

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) ESM Holdings, LLC ("Entity") is the owner of the following property:

(b) 2332 I-70 Frontage Road Grand Junction, CO 81505

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) Managing Member 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:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Stericycle Medical Waste Transfer Facility

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) n/a

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: E. Scott McCandless
Printed name of person signing: E. Scott McCandless

State of Colorado)

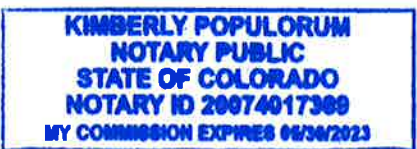
County of Adams) ss.

Subscribed and sworn to before me on this 3rd day of October, 20 19

by [Signature]

Witness my hand and seal.

My Notary Commission expires on 5-30-2023



[Signature]
Notary Public Signature



REPORT

Engineering Design and Operations Plan (EDOP)
Stericycle Infectious Waste Transfer Facility, Grand Junction, Colorado

Submitted to:

Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South, Denver, Colorado 80246-1530

Submitted by:

Golder Associates Inc.
7245 W Alaska Drive, Suite 200, Lakewood, Colorado 80226



+1 303 980-0540

19126694-0004-1-R-1

January 31, 2020

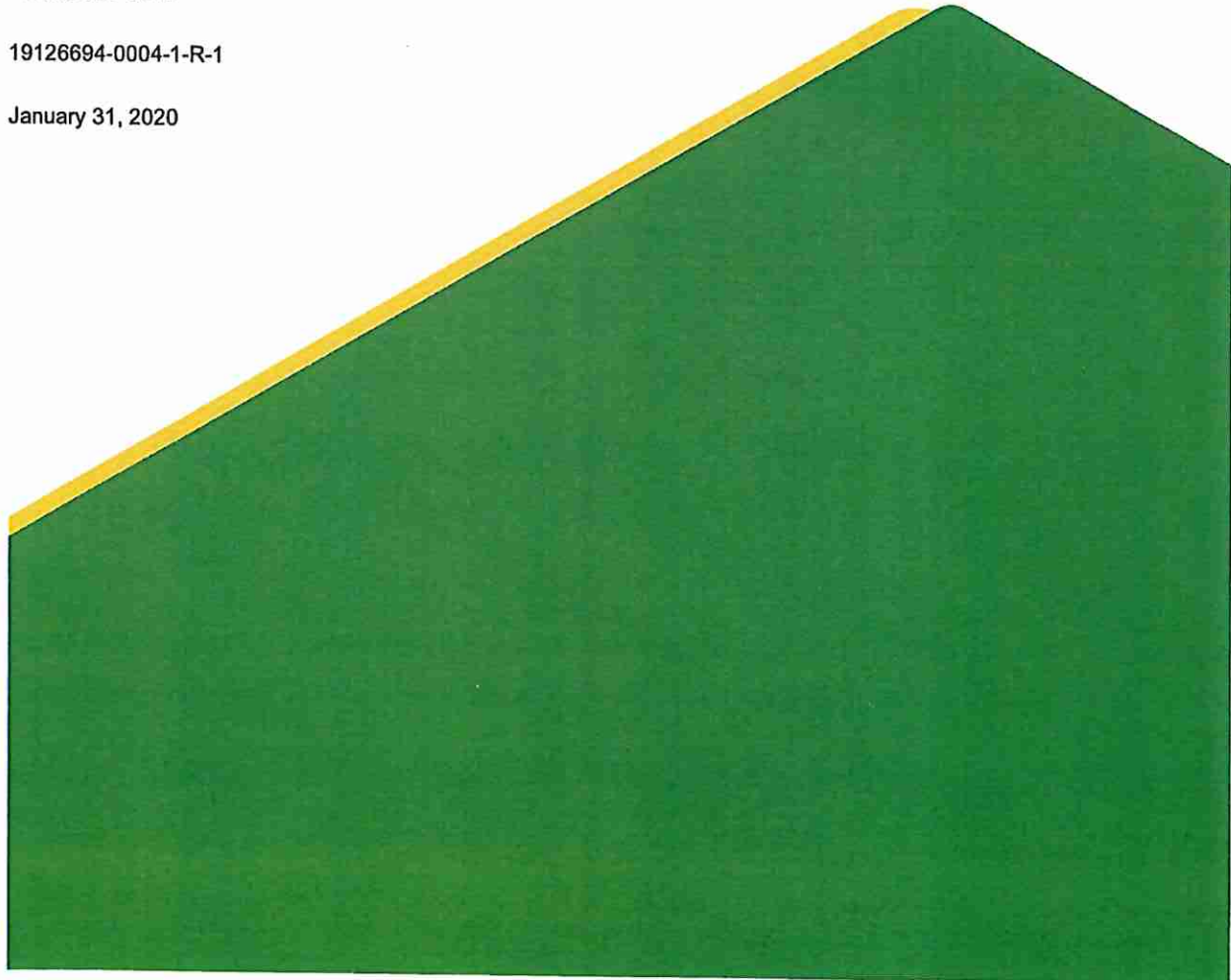


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Example Inspection Checklist

1.0 INTRODUCTION AND OVERVIEW

Stericycle is a business services company that specializes in protecting people and reducing risk. Stericycle works with companies in a wide array of industries, such as healthcare, manufacturing, and retail to improve employee and customer safety, ensure regulatory compliance, safely dispose of regulated materials, and manage corporate and personal risk. This Engineering Design and Operations Plan (EDOP) describes the design, waste acceptance, and operations of the Stericycle Infectious Waste Transfer Facility located in Grand Junction, Colorado (Stericycle Grand Junction facility or Facility). The Facility is located at 2330 I-70 Frontage Road, Grand Junction, Colorado, 81505, on a parcel of land owned by ESM Holdings, LLC in Section 32, Township 1 North, Range 1 West, Mesa County, Colorado. A Vicinity Map is presented as Figure 1. Property owners within ½ mile of the Facility, corresponding to the parcels depicted on the Vicinity Map, are listed in Table 1. A Site Map is provided as Figure 2.

This EDOP has been prepared in accordance with Colorado Department of Public Health and Environment (CDPHE) Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2, Part 1 (Regulations), Section 13.7.

1.1 Facility Contacts

Title	Name	Phone Number	Email Address	Mailing Address
Site Contacts				
Facility Manager	Ray Bracha	702-466-3469	Raymond.bracha@stericycle.com	2330 I-70 Frontage Rd Grand Junction, CO 81505
Property Owner	Kevin Coleman (ESM Holdings, LLC)	(303) 739-9900 x1020	kcoleman@mctrux.com	16704 E 32 nd Ave Aurora, CO 80011
Property Manager	Nate Miller	970-210-4266	nmiller@mctrux.com	2330 I-70 Frontage Rd Grand Junction, CO 81505
Emergency Contacts				
Facility Manager	Ray Bracha	702-466-3469	Raymond.bracha@stericycle.com	2330 I-70 Frontage Rd Grand Junction, CO 81505
Transportation Supervisor	Eddie Artalejo	720-763-4048	Eddie.artalejo@stericycle.com	5355 Colorado Blvd. Dacono, CO 80514
Transportation Supervisor	Dan Zarnes	970-702-5269	Daniel.zarnes@stericycle.com	5355 Colorado Blvd. Dacono, CO 80514
Dacono Plant Manager	Joe Quintana	720-594-9657	joe.quintana@stericycle.com	5355 Colorado Blvd. Dacono, CO 80514
District Operational Manager	Mike Velasquez	801-230-4692	mike.velasquez@stericycle.com	5355 Colorado Blvd Dacono, CO 80514
EHS Manager	Kelly Merriman	206-719-9138	kmerriman@stericycle.com	5355 Colorado Blvd. Dacono, CO 80514

1.2 Narrative Description of General Operations

The Stericycle Grand Junction facility is an unstaffed facility that temporarily stores and transfers regulated medical waste (RMW), Animal and Plant Health Inspection Service (APHIS) waste (regulated garbage), and non-hazardous pharmaceutical waste. Transfers are conducted in a truck-to-truck manner from smaller route

trucks to larger transfer trailers under supervision of trained personnel. RMW and APHIS wastes transferred at the Facility are typically transported to the Stericycle Dacono autoclave steam sterilization facility for treatment prior to eventual disposal. The Grand Junction facility operates up to 52 weeks a year, 7 days a week, 24 hours a day, as needed, to manage and process incoming medical waste. Normal business hours are 5:00 a.m. to 5:00 p.m., Monday through Friday. A description of the Facility operations is provided in Section 6 of this EDOP.

2.0 LIST OF OPERATING PERMITS

The Stericycle Grand Junction facility will operate under the following permit:

- A Certificate of Designation (CD) to be issued by the City of Grand Junction City Council

3.0 JOB RESPONSIBILITIES AND TRAINING REQUIREMENTS

Job titles, duties, and descriptions for Stericycle Grand Junction facility employees managing medical waste are provided in Appendix A of this EDOP. Training requirements for employees are established specific to their job description and are provided in Appendix B of this EDOP. Additionally, all personnel are trained on the contents of this EDOP. Personnel training records are available at the Stericycle Dacono Facility in hardcopy format and are accessible through Stericycle's web-based training platform.

Personal protective equipment (PPE) requirements for all job tasks in which facility personnel may come into contact with RMW (including sharps) are summarized in Table 2. These requirements are applicable to the route and transfer trailer drivers and any other employee that could potentially come into contact with medical waste.

Training will be conducted, at a minimum, as follows:

- Upon hire
- When an existing employee is assigned additional duties related to medical waste management (e.g., through a re-assignment or promotion)
- When medical waste management procedures are changed or new procedures implemented
- On an annual refresher basis

Employee training will include all topics pertinent to the job description as per the applicable CDPHE and United States Department of Transportation (USDOT) Regulations.

4.0 WASTE CHARACTERIZATION, ACCEPTANCE, AND HANDLING PLAN

Pursuant to Section 13.7.2(C)(4) of the Regulations, this section summarizes the Waste Characterization, Acceptance and Handling Plan (WCAP) for the Stericycle Grand Junction facility, including waste screening methods and waste exclusion procedures. Procedures for managing and handling non-conforming or unacceptable (prohibited) wastes are also provided.

4.1 Waste Acceptance Policy

The Facility accepts RMW generated in a broad range of medical, diagnostic, therapeutic, and research activities in accordance with Stericycle's Regulated Medical Waste Acceptance Policy (provided in Appendix C of this EDOP). Herein, the term "medical waste" includes biohazardous, biomedical, infectious, or RMW as defined under federal, state, or local laws, rules, regulations, and guidelines. Except as defined by specific state regulations, "medical waste" excludes the following:

- Resource Conservation and Recovery Act (RCRA) hazardous waste
- RCRA hazardous waste pharmaceuticals
- All Drug Enforcement Agency (DEA) scheduled drugs (including controlled substances and bulk chemotherapy drugs)
- Waste containing mercury or other heavy metals
- Universal waste, including batteries
- Cauterizers
- Non-infectious dental waste
- Chemicals (such as solvents, reagents, corrosives, and ignitables) classified as hazardous under federal and state regulations
- Regular garbage
- Gas cylinders

The Facility cannot accept these excluded materials packaged as RMW. Additionally, the Facility cannot accept bulk liquids, radioactive materials, or complete human remains.

The Facility also accepts "sharps," defined herein as any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps may include needles, syringes, scalpels, sutures, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. These wastes are handled by Stericycle personnel only when encapsulated within closed containers.

The Facility is also permitted to accept US Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) "regulated garbage" via two Compliance Agreements with the USDA and the Department of Homeland Security (DHS) Customs and Border Protection (CBP) (copies of which are maintained at the Dacono site), which includes certain types of plant and animal material wastes originating from a means of conveyance that has been in any port outside the US and Canada within the previous two-year period (e.g., food waste from international flights or military transport vehicles, quarantined materials).

The Facility may also accept for transfer the following wastes:

- Trace chemotherapy contaminated waste (including vials, syringes and needles, spill kits, tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations, or guidelines)
- Pathological waste (including human or animal body parts, organs, tissues, and surgical specimen)
- Non-RCRA hazardous waste pharmaceuticals (this excludes DEA scheduled drugs and controlled substances)
- Information storage media (e.g., paper goods and magnetic tapes) for confidential data destruction

4.2 Waste Screening, Receipt, and Handling

All waste received at the Grand Junction facility comes from Stericycle collection routes. Generator education/certification (e.g., via Stericycle.com) and driver education are the primary screening mechanisms to prevent unacceptable waste from entering the Facility. Generators must demonstrate compliance with contractual provisions regarding waste contents by providing signed documentation with each load picked up by Stericycle. Driver education and training is an additional screening mechanism. Driver training requirements are provided in Appendix B of this EDOP.

Stericycle transports all wastes under the following policies:

- Transporters shall not accept waste that is improperly packaged
- Regulated medical waste shall be transported in a manner that prevents leakage of the contents of the package
- The integrity of the package shall be maintained at all times
- The labeling and marking of the package shall be maintained at all times
- All loads containing regulated medical waste shall be covered during transportation
- The operator of each vehicle shall be knowledgeable of the Emergency Response and Contingency Plan (ERC Plan, provided in Appendix D of this EDOP)
- Vehicles used for the storage and/or transport of regulated medical waste shall be marked with the biohazard symbol
- Vehicles used for the transportation of regulated medical waste shall be thoroughly cleaned and disinfected before being used for any other purpose and in the event of leakage from packages

Stericycle reserves the right to reject waste for pickup if the package is as follows:

- Leaking
- Packaged incorrectly
- Not labeled or labeled incorrectly
- Structurally compromised
- Known to contain any other form of unacceptable waste

Identifiable unacceptable waste is not removed from the generator by Stericycle personnel. The waste remains onsite and the waste generator is notified.

4.3 Procedures in the Event of Receipt of Non-Conforming Waste

Packaged waste that is identified as being unacceptable will not enter Stericycle route vehicles or transport trailers. In the event that unacceptable waste (waste not meeting the specifications detailed in Section 4.2 above, including but not limited to radioactive waste) is delivered to the Facility and later identified at the Dacono Facility as being unacceptable (the point at which waste would be removed from generator packaging), the following steps will be taken to ensure proper management of this waste by the generator:

- Notify the generator
- Segregate the waste containers and place within the non-conforming waste storage area
- Require the generator or a third-party hazardous or radioactive waste company to remove the container(s) from the Dacono facility
- Document the receipt and proper management of non-conforming waste and place documentation in operating records of the transfer facility and Dacono autoclave facility

4.4 Unacceptable Waste Handling

Unacceptable waste, upon identification, will be segregated until the generator (responsible party) arranges for, and completes removal of, the waste from the Stericycle facility. If these wastes require special handling, appropriate measures will be taken to ensure that the waste is segregated in the correct manner. If the Stericycle facility lacks proper training or equipment to handle an unacceptable waste, Stericycle personnel will not handle the material, and the generator will be held responsible for all necessary handling.

5.0 WASTE TRACKING SYSTEM

The waste tracking system employed at the Stericycle Grand Junction facility documents the proper transportation and storage of infectious waste received in accordance with Section 13.7.2(C)(7) of the Regulations and other applicable requirements.

An electronic waste tracking system is used to document the date received, source, weight, and types of waste being transported or stored by Stericycle. A manifest containing pertinent information regarding the shipment accompanies each load of waste entering and exiting the Facility. Barcode labels on containers are individually scanned or manually entered into the tracking system. Due to limited space, documentation of consolidated manifests is retained at the Stericycle Dacono Facility for a period of at least three years from the date the waste load leaves the Grand Junction Facility.

Containers picked up by Stericycle route drivers are identified as to their source of generation through the use of barcode labels matched to tracking documents. Tracking documents are held by the Stericycle driver during transportation and are not kept separate from the waste shipment until its receipt at the Stericycle processing facility. Generators are identified in the tracking system using a facility number unique to each generator facility. Container labels are matched manually or electronically to facility numbers from the points of collection at the generator's facility.

6.0 OPERATIONAL PROCEDURES

6.1 Waste Transfer

Acceptable waste entering the Facility is checked prior to transfer for appropriate tracking documentation as described in Section 5 above. It is then transferred directly from route vehicles to a refrigerated transfer trailer using dock plates between the trucks. Reusable sharps containers that are transferred off the route truck are transferred using transfer equipment approved by Stericycle (e.g., rolling racks that secure such containers). Proper PPE is employed during these activities as described in Table 2. Stericycle-approved waste handling equipment and practices may be changed based on operational efficiency and/or equipment upgrades.

6.2 Waste Storage

Waste is stored in accordance with applicable regulations, in a manner and location that prevents leakage and maintains the integrity of the packaging at all times, and also provides protection from water, precipitation, and wind. Storage units, consisting of route trucks and refrigerated transfer trailers, are constructed of impervious, corrosion-resistant materials that can be cleaned and disinfected. Trailers that are being loaded or unloaded will be parked in areas that provides adequate drainage and are free of standing water.

Trained personnel are always present during transfer operations. Route vehicles and trailers are labeled in accordance with transportation requirements regarding the type of waste being transported or handled. Unauthorized persons are not allowed in areas used to store waste. The exteriors of trucks and waste storage containers are marked clearly with biohazard symbols and a sign on the perimeter fence will read: "Caution – Biohazardous Waste Storage Area – Unauthorized Persons Keep Out." Unauthorized persons are not allowed in areas used to store waste.

Once a transfer trailer is filled, it is hauled to a treatment facility within 48 hours. Medical waste will be stored for no longer than 72 hours. If odors or nuisance conditions develop, the environment within the transfer trailer will be refrigerated to 45°F or less, or the waste will be transported off-site to an approved treatment or disposal facility. No waste materials will be stored outside of the trailers. The van bodies and cabs of route vehicles are locked and secured when loaded with waste on route and when unattended (out of sight of the driver). Transfer trailers are locked or sealed when loaded with waste away from the Facility and unattended. All transfer trailers and route vehicles are locked and sealed when the Facility is vacated.

6.3 Medical Waste Container Requirements

Generators are solely responsible for properly segregating, packaging, and labeling of RMW prior to pick up by Stericycle or prior to delivery, and are educated by Stericycle on infectious waste packaging requirements. Transportation containers for medical waste are made of rigid, non-bulk packaging that conforms to the USDOT packaging requirements; these require that waste be stored, packaged, contained, and transported in a manner that prevents release of waste material and in a manner to prevent the occurrence of nuisance conditions. All RMW is accompanied by a properly completed shipping document (in accordance with 49 CFR 172.202).

Incoming wastes transferred via the Stericycle Grand Junction facility are received in the following types of containers:

- Reusable plastic tubs
- Plastic sharps containers
 - Reusable
 - Disposable
- Disposable corrugated fiberboard containers
- Pallets and secure bags/boxes of shredded paper waste

Prior to transport, disposable sharps containers and RMW are placed in reusable plastic tubs/containers or fiberboard boxes after having been enclosed in a leak-resistant, moisture impervious, orange/red plastic biohazard labeled bag. Biohazard bags used as transportation liners will meet current and applicable USDOT

regulations and American Society for Testing and Materials (ASTM) standards. All transport containers are closed and/or sealed prior to transportation to prevent leakage or loss of containment of waste materials.

Puncture-resistant sharps containers (both disposable and reusable) do not utilize liners and remain sealed upon being picked up at the generator's location and throughout all transportation.

USDA APHIS regulated garbage is transported and handled in accordance with facility permits, CDPHE Regulations, and the current DHS CBP Compliance Agreement.

All transportation containers are properly labeled in compliance with Occupational Safety and Health Administration (OSHA), USDOT, and Colorado state regulations. As mentioned above, Stericycle reserves the right to reject waste for pickup or treatment if the package is not labeled correctly.

6.4 Controls and Inspections

6.4.1 Nuisance Condition Control

At the Stericycle Grand Junction facility, procedures and practices that include personnel training, careful packaging, and the proper handling of waste prevent and control potential problems of fugitive dust, litter, odors, leaking or broken containers, equipment malfunctions, and disease vectors. The systematic approach to waste handling, which includes the storage and handling specifications and policies described above, inhibits vector exposure to the waste materials. No waste materials will be stored outside of the locked and sealed trailers. Facility cleanliness is maintained on a continual basis. Truck and trailer floors are kept clear of debris, with all spills disinfected as appropriate and cleaned in a timely manner using a readily-accessible spill kit. Detailed spill response procedures are provided in Appendix D of this EDOP.

The Stericycle Grand Junction facility conducts daily inspections when staff are on site to ensure the quality of the controls described above. The inspections are performed within the Facility compound (fenced operations area) to check for disease vectors, leaks, odors, dust, equipment malfunction, and any other site condition that may cause nuisance conditions to occur. Any problems identified during these inspections are corrected immediately or as soon as practical, depending on the situation. Hard copy versions of each inspection checklist, including any necessary corrective actions taken, are documented and maintained at the Stericycle Dacono Facility for a period of at least three years. An example inspection checklist is provided in Appendix E of this EDOP. Inspection records will include, at a minimum, the following information:

- Date and time of inspection
- Printed name and signature of inspector
- Comments, including observations of any nuisance conditions observed
- Corrective actions recommended or performed

6.4.2 Emergency Response and Contingency Plan

The Facility has in place an Emergency Response and Contingency Plan (ERC Plan) on which Facility personnel undergo routine training. A copy of the ERC plan is provided in Appendix D of this EDOP. The ERC Plan outlines response procedures for a variety of emergency scenarios, including fire, other natural disasters, and spills.

In the event the Facility is unable to process incoming waste, the waste will be diverted to an alternate and appropriately-permitted facility. Such occurrences will be logged, and the records of actions taken will be documented.

7.0 SECURITY AND ACCESS CONTROL

Access to the Stericycle Grand Junction facility is restricted by a 6-foot barbed-wire chain-link fence around the perimeter of the operations area. Access to the Facility is from two site driveways from the I-70 Frontage Road; the primary truck route access point will be the western driveway as shown in Figure 2. A single swing gate entrance will be maintained to the fenced operations area. The gate will be kept closed and locked during operating hours when Stericycle personnel are not on-site and outside of all normal operating hours. Prior to working on site, all contractors are required to complete pertinent training and acknowledge Stericycle's applicable safety policies.

8.0 CLOSURE PLAN

8.1 Notifications

The CDPHE, City of Grand Junction, and all customers will be notified in writing at least 60 days in advance of the proposed closure date.

Within 30 days of completing closure activities, the Facility will provide written notification to the CDPHE and the City of Grand Junction to document that proper management of all wastes has taken place in accordance with the closure requirements presented herein and that the closure requirements have been satisfied.

8.2 Measures Taken to Remove all Remaining Refuse and Residue

The Facility will not accept new or additional waste deliveries for storage or transfer within 14 days ahead of the proposed closure date.

Within 14 days of the final waste load accepted at the Facility, all waste will be transported from the Stericycle Grand Junction facility to an appropriate solid waste storage or processing facility. All equipment will be properly cleaned, disinfected, and removed from the Facility. The Facility and all waste storage containers will be properly cleaned and sanitized.

9.0 RECORDKEEPING

Grand Junction Facility records will be maintained at the Stericycle Dacono Facility due to indoor storage space limitations in Grand Junction. Records will typically include the following:

- The facility's Certificate of Designation
- The facility's approved Engineering Design and Operations Plan
- Copies of waste manifests
- Records of Emergency Response and Contingency Plan action
- Copies of daily inspections

All Grand Junction facility operating records will be provided to the CDPHE within 24 hours of request. Additionally, all site records required by Section 13.8.5 of the Regulations will be maintained by Stericycle for a minimum period of three years.

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Tables

Table 1. List of Property Owners within One-Half Mile

PARCEL ID	PHYSICAL ADDRESS	ZONING	LAND USAGE	PROPERTY OWNER	OWNER ADDRESS	STATE
2701-324-00-093	Not available	MU	Agricultural	USHER NV LLC	PO BOX 8310	NV
2701-321-14-001	774 23 1/2 RD	RSF-R	Agricultural	774 23 1/2 RD LLC	782 23 7/10 RD	CO
2701-322-19-001	763 23 1/2 RD	R-O	Agricultural	SLACK RYAN	763 23 1/2 RD	CO
2701-321-14-002	772 23 1/2 RD	RSF-R	Agricultural	772 23 1/2 RD LLC	782 23 7/10 RD	CO
2701-293-00-106	2320 H RD	RSF-R	Agricultural	NELSON DANIEL R	2320 H RD	CO
2701-324-00-098	728 23 1/2 RD	MU	Agricultural	SEGREST JOE E FAMILY TRUST	15967 BULL MESA RD	CO
2701-321-13-002	791 23 7/10 RD	PUD	Agricultural	PENNINGTON RICHARD M	780 23 7/10 RD	CO
2701-293-00-056	820 23 RD	RSF-R	Agricultural	BRUNSON CHARLIE E	PO BOX 827	CA
2701-324-00-092	Not available	MU	Agricultural	JACOBSON WARREN R REVOC TRUST	2327 H RD	CA
2701-322-00-104	2327 H RD	RSF-R	Agricultural	TOMKINS KATHY D	777 24 RD	CO
2701-321-00-108	777 24 RD	RSF-R	Agricultural	ETCHEVERRY DOYLA GENE	831 23 RD	CO
2701-304-00-199	831 23 RD	RSF-R	Agricultural	CIRCLE OF LIFE LLC	2306 H RD	CO
2701-293-00-105	2306 H RD	RSF-R	Agricultural	RUSH KYLE R	2317 H RD	CO
2701-322-00-110	2317 H RD	RSF-R	Agricultural	BRANSCOM THERESA D	2306 H RD	CO
2701-322-00-103	2335 H RD	R-4	Agricultural	SOUTH TWENTY LLC	779 24 RD	CO
2701-321-00-107	779 24 RD	RSF-R	Agricultural	ETCHEVERRY ALLEN	778 23 RD	CO
2701-322-00-111	778 23 RD	RSF-R	Agricultural	NORRIS SEAN T	780 23 7/10 RD	CO
2701-321-11-008	780 23 7/10 RD	RSF-R	Agricultural	PENNINGTON RICHARD M	402 N MAPLE ST	CO
2701-321-00-081	2351 H RD	RSF-R	Agricultural	HAYES FRANCES R	9285 HUNTINGTON SQ	TX
2701-324-00-097	2372 G RD	MU	Agricultural	CLUB DEAL 127 MERK GRAND JUNCTION	2338 H RD	TX
2701-293-00-096	2338 H RD	RSF-R	Agricultural	MARTINEZ JOSE S	GALLERIA NORTH TOWER 2	TX
2701-323-17-001	2316 INTERSTATE AVE	RSF-R	Commercial	UNITED RENTALS NORTHWEST INC	16704 E 32ND AVE	CO
2701-322-19-003	2332 I 70 FRONTAGE RD	I-1	Commercial	ESM HOLDINGS LLC	2285 LOGOS CT	CO
2701-314-15-002	2285 LOGOS CT	I-2	Commercial	INDUSTRIAL SCREEN AND MAINTENANCE INC	2326 INTERSTATE AVE	CO
2701-323-16-001	2326 INTERSTATE AVE	I-1	Commercial	WCJD LLC	6050 E 56TH AVE	CO
2701-323-00-090	745 23 1/2 RD	I-1	Commercial	PEREA FAMILY LTD PARTNERSHIP LLP	31880 WILLOW BEND RD	CO
2701-323-00-095	725 23 1/2 RD	I-2	Commercial	NOWLIN RICHARD R III	5000 VASQUEZ BLVD	CO
2701-322-19-002	2340 I 70 FRONTAGE RD	I-1	Commercial	PMC GRAND JUNCTION LLC	7123 W CALUMET RD	WI
2701-323-12-006	2309 GRAND PARK DR	I-2	Commercial	ENTERPRISE REALTY GROUP LLC	PO BOX J	CO
2701-323-04-014	2321 INTERSTATE AVE	I-1	Commercial	INTERSTATE PARK LLC	701 CHERRY ST	MO
2701-323-02-021	2322 INTERSTATE AVE	I-1	Commercial	ATKINSON SAMUEL J	PO BOX 96558	OK
2701-323-02-020	2304 INTERSTATE AVE	I-1	Commercial	W HARVEY SPARKMAN LLC	1437 S BOULDER AVE STE 1400	OK
2701-323-00-055	2360 G RD	I-2	Commercial	HELMERICH & PAYNE INTERNATIONAL DRILLING CO	815 25 RD	CO
2701-323-11-005	2324 GRAND PARK DR	I-2	Commercial	STORAGE STORAGE LLC	PO BOX 1198	NM
2701-323-02-016	2332 INTERSTATE AVE	I-1	Commercial	TEFTELLER NEIL	PO BOX 2072	CO
2701-323-11-001	2302 GRAND PARK DR	I-2	Commercial	AZCARRAGA MARTIN	3211 INTERNET BLVD SUITE 300	TX
2701-323-00-091	2308 GRAND PARK DR	I-2	Commercial	TELTECH INVESTMENTS LLC	2669 PARADISE DR	CO
2701-324-00-037	746 23 1/2 RD	C-2	Commercial	ARNOTT JAMES R	701 COLORADO AVE	CO
2701-314-02-006	2295 LOGOS CT	I-2	Commercial	EN-SIM PARTNERSHIP LLP	872 26 1/2 RD	CO
2701-321-01-009	782 23 1/2 RD	PUD	Commercial	PLSEK GARY D	11120 TOMAHAWK CREEK PKWY STE 200A	KS
2701-323-02-005	2310 INTERSTATE AVE	I-1	Commercial	MURPHY & HOFFMAN JOINT VENTURES L P	677 25 1/2 RD	CO
2701-323-14-001	2350 G RD	I-1	Commercial	INTERSTATE COMMERCIAL PARK LLP	PO BOX 3978	CO
2701-323-18-008	2321 LOGOS DR	I-2	Commercial	WESTERN SLOPE CENTER FOR CHILDREN	PO BOX 4230	CO
2701-322-00-065	774 23 RD	AFT	Commercial	REDLANDS PARKWAY LLC	929 MAIN ST	CO
2701-323-02-018	2334 INTERSTATE AVE	I-1	Commercial	RAMSTETTER F MARIE	PO BOX 6836	FL
2701-323-04-011	2325 INTERSTATE AVE	I-1	Commercial	HARTLINE PROPERTIES LLC	677 25 1/2 RD	CO
2701-314-03-001	727 23 RD	I-2	Commercial	INTERSTATE COMMERCIAL PARK LLP	16835 ALGONQUIN RD SUITE 364	CA

Table 1. List of Property Owners within One-Half Mile

PARCEL ID	PHYSICAL ADDRESS	ZONING	LAND USAGE	PROPERTY OWNER	ONWER ADDRESS	CO
2701-321-01-011	2360 170 FRONTAGE RD	C-2	Commercial	HONNEN PARTNERS LLC	5055 E 72ND AVE	CO
2701-323-11-003	2312 GRAND PARK DR	I-2	Commercial	OVERLAND LEASING LLC	321 N OLD HIGHWAY 91	UT
2701-321-00-036	Not available	C-2	Commercial	EN-SIM PARTNERSHIP LLP	701 COLORADO AVE	CO
2701-323-04-004	2331 INTERSTATE AVE	I-1	Commercial	EWING IRRIGATION PRODUCTS INC	3441 E HARBOUR DR	AZ
2701-323-04-013	710 23 1/4 RD	I-1	Commercial	23 1/4 RD LLC	PO BOX J	CO
2701-321-15-002	765 24 RD	R-R	Exempt	FELLOWSHIP CHURCH OF GRAND JUNCTION COLORADO INC	765 24 RD UNIT A	CO
2701-323-06-096	2330 G RD	I-2	Exempt	STATE DEPARTMENT OF HIGHWAYS	606 S 9TH ST STE 1	CO
2701-293-06-115	2334 H RD	RSF-R	Exempt	MONUMENT VALLEY CONGREGATION OF JEHOVAHS WITNESSE	2334 H RD	CO
2701-323-10-003	722 23 RD	I-2	Exempt	GRAND VALLEY DRAINAGE DISTRICT	722 23 ROAD	CO
2701-293-00-121	Not available	RSF-R	Exempt	MESA COUNTY VALLEY SCHOOL DISTRICT 51	2115 GRAND AVE	CO
2701-294-00-122	2358 H RD	RSF-R	Exempt	LOGOS SOUTHWEST LLC	2115 GRAND AVE	CO
2701-323-18-007	2319 LOGOS DR	I-2	Industrial	REAL WEALTH CREATIONS-CO LLC	PO BOX J	CO
2701-323-13-002	710 23 2/10 RD	I-2	Industrial	EXTLO LLC	1381 WARNER AVE STE C	CA
2701-323-14-006	2326 GRAND PARK DR	I-2	Industrial	LOGOS SOUTHWEST LLC	707 ARROWEST RD STE A	CO
2701-323-18-006	LOGOS DR	I-2	Industrial	HARTLINE PROPERTIES LLC	PO BOX J	CO
2701-323-02-019	2334 1/2 INTERSTATE AVE	I-1	Industrial	WAGNER EQUIPMENT CO	PO BOX 6636	FL
2701-322-07-004	Not available	I-1	Industrial	HALL GEARY A	18000 SMITH RD	CO
2701-323-18-004	2311 LOGOS DR	I-2	Industrial	MESA WIRELINE LLC	2567 H RD	CO
2701-323-20-002	2304 LOGOS DR	I-2	Industrial	WOOMER FAMILY LLC	11700 KATY FWY STE 330	TX
2701-322-26-002	2328 170 FRONTAGE RD	I-1	Industrial	LOGOS DRIVE LLC	703 GOLFOFLUB DRIVE	CO
2701-323-22-001	2314 LOGOS DR	I-2	Industrial	CARVILLE ROYCE J	PO BOX J	CO
2701-323-25-001	731 23 1/4 RD	I-2	Industrial	INTERSTATE COMMERCIAL PARK LLP	1875 DEER PARK CIR S	CO
2701-323-04-003	2327 INTERSTATE AVE	I-1	Industrial	GHILONI PROPERTIES LLC	677 25 1/2 RD	CO
2701-323-00-001	2300 LOGOS DR	I-2	Industrial	SUPERIOR ONE LLC	PO BOX 1194	CO
2701-323-12-008	709 23 2/10 RD	I-2	Industrial	INTERSTATE COMMERCIAL PARK LLC	709 23 2/10 RD	CO
2701-323-03-001	2309 INTERSTATE AVE	I-1	Industrial	RUSS PROPERTIES LLC	677 25 1/2 RD	CO
2701-314-02-009	Not available	I-2	Industrial	INDWELL LLC	225 N 5TH ST	CO
2701-323-03-004	2317 INTERSTATE AVE	I-1	Industrial	INDWELL LLC	2317 INTERSTATE AVE	CO
2701-323-09-003	2315 INTERSTATE AVE	I-1	Industrial	INDWELL LLC	2317 INTERSTATE AVE	CO
2701-323-13-001	2323 GRAND PARK DR	I-2	Industrial	BOOKCLIFF MANUFACTURING INC	716 ARROWEST RD	CO
2701-323-23-001	2301 LOGOS DR	I-2	Industrial	BOOKCLIFF COMMERCIAL PROPERTIES LLC	PO BOX 492	CO
2701-323-18-005	2313 LOGOS DR	I-2	Industrial	SANDERS WAREHOUSE PARTNERSHIP	10201 W 49TH AVE	CO
2701-321-01-012	2358 170 FRONTAGE RD	C-2	Industrial	MOORE ALAN D	PO BOX 427	CO
2701-323-18-009	2323 LOGOS DR	I-2	Industrial	HONNEN PARTNERS LLC	5055 E 72ND AVE	CO
2701-314-00-209	743 23 RD	I-2	Industrial	TDLOGOS LLC	12808 N 145TH AVE	AZ
2701-323-03-002	2331 INTERSTATE AVE	I-1	Industrial	LOGOS LLC	707 ARROWEST RD UNIT A	CO
2701-323-04-005	2333 INTERSTATE AVE	I-1	Industrial	INTERSTATE COMMERCIAL PARK LLC	677 25 1/2 RD	CO
2701-323-04-015	2323 INTERSTATE AVE	I-1	Industrial	C3D LLC	363 GRANITE FALLS WAY	CO
2701-323-02-013	2330 INTERSTATE AVE	I-1	Industrial	WCJD LLC	PO BOX J	CO
2701-323-11-004	2318 GRAND PARK DR	I-2	Industrial	MODEL 53 LLC	2326 INTERSTATE AVE	CO
2701-323-02-017	2332 1/2 INTERSTATE AVE	I-1	Industrial	TEFTELLER NEIL	17711 HIGHWAY 141	CO
2701-323-04-006	2335 INTERSTATE AVE	I-1	Industrial	JON & AMY DYER LIVING TRUST	PO BOX 1198	NM
2701-322-26-001	2326 170 FRONTAGE RD	I-1	Industrial	CARVILLE ROYCE J	2174 BROADWAY	CO
2701-323-12-007	2317 GRAND PARK DR	I-2	Industrial	KNK INVESTMENTS LLC	1875 DEER PARK CIR S	CO
2701-323-02-002	2322 170 FRONTAGE RD	I-1	Industrial	WAGNER EQUIPMENT CO	2317 GRAND PARK DR STE 1A	CO
2701-323-02-004	2308 INTERSTATE AVE	I-1	Industrial	PBS PT INC	18000 SMITH RD	CO
2701-294-00-100	2378 H RD	RSF-R	Residential	MC MILLER KYLE W	10500 N STEMMONS FREEWAY	TX

Table 1. List of Property Owners within One-Half Mile

PARCEL ID	PHYSICAL ADDRESS	ZONING	LAND USAGE	PROPERTY OWNER	ONWNER ADDRESS	CO
2701-321-00-060	768 23 1/2 RD	RSF-R	Residential	TINOCO LEO JR	768 23 1/2 RD	CO
2701-294-03-051	2367 GOLDEN APPLE DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-321-00-027	785 24 RD	R-E	Residential	MALLARD VIEW LLC	637 25 ROAD	CO
2701-311-00-228	Not available	I-1	Residential	MARSH JAMES R	PO BOX 42156	NV
2701-294-03-041	821 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-293-00-071	Not available	RSF-R	Residential	QUINN RODGER W	2340 H RD	CO
2701-321-12-001	2379 H RD	PUD	Residential	LACY DAVID J	2379 H RD	CO
2701-294-03-026	817 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-323-00-094	735 23 1/2 RD	I-2	Residential	HIRONS FAMILY LLC	PO BOX 2026	CO
2701-294-03-023	811 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-321-12-002	2383 H RD	PUD	Residential	FRY DONALD P	2383 H RD	CO
2701-294-03-049	2363 GOLDEN APPLE DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-322-00-102	787 23 1/2 RD	RSF-R	Residential	PEREZ ROSENDO	787 23 1/2 RD	CO
2701-321-00-013	2373 H RD	RSF-R	Residential	HERBERT JILL D	2373 H RD	CO
2701-294-03-045	813 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-052	Not available	R-4	Residential	APPLE GLEN HOMEOWNERS ASSOCIATION INC	585 SUNNY MEADOW LN	CO
2701-322-00-109	796 23 RD	RSF-R	Residential	UMBERGER BRANDON LEE	796 23 RD	CO
2701-321-12-004	2391 H RD	PUD	Residential	CLOUD KIMBERLY V	2391 H RD	CO
2701-294-03-044	815 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-322-00-101	2339 H RD	RSF-R	Residential	SMITH CINDY SUE	726 35 3/10 RD	CO
2701-321-00-026	792 23 7/10 RD	RSF-R	Residential	JUSTICE M BARBARA	792 23 7/10 RD	CO
2701-321-11-007	782 23 7/10 RD	RSF-R	Residential	PENNINGTON RICHARD A	782 23 7/10 RD	CO
2701-321-00-019	764 23 1/2 RD	RSF-R	Residential	J & R HOLDING LLC	2611 ARROYO DR	CO
2701-321-00-061	776 23 1/2 RD	RSF-R	Residential	EARLY PAUL E	776 23 1/2 RD	CO
2701-321-00-098	2363 H RD	RSF-R	Residential	MILLER JONATHON D	2363 H RD	CO
2701-322-00-029	773 23 1/2 RD	RSF-R	Residential	SAMORA FRANCES EST	777 23 1/2 RD	CO
2701-294-03-024	813 APPLE GLEN DR	R-4	Residential	RUCKMAN TERRY	585 SUNNY MEADOW LN	CO
2701-322-00-007	777 23 1/2 RD	RSF-R	Residential	WELKER JOHN F	777 23 1/2 RD	CO
2701-321-12-003	2387 H RD	PUD	Residential	ABRAHAM JAMES H	2387 H RD	CO
2701-294-03-100	2366 H RD	R-4	Residential	HEUL STEVEN R	2366 H RD	CO
2701-294-03-038	2362 GOLDEN APPLE DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-311-13-014	788 GOLDENROD CT	RSF-E	Residential	MOORE MARSHALL DEAN	768 GOLDENROD CT	CO
2701-294-03-001	810 APPLE GLEN DR	R-4	Residential	BERG AARON	810 APPLE GLEN DR	CO
2701-321-00-012	2369 H RD	RSF-R	Residential	GRAY RONALD	2369 H RD	CO
2701-324-00-038	738 23 1/2 RD	MU	Residential	SIZELL LILY TRUST	738 23 1/2 RD	CO
2701-294-00-065	2382 H RD	RSF-R	Residential	SINGLEY BARBARA	2382 H RD	CO
2701-323-00-056	Not available	I-2	Residential	PETERSON BROS HOLDINGS LLC	690 S HIGHWAY 89 STE 201-10219	WY
2701-294-03-036	814 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-321-00-074	778 23 1/2 RD	RSF-R	Residential	WDEGREN TODD	585 SUNNY MEADOW LN	CO
2701-294-03-025	815 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-311-13-012	756 GOLDENROD CT	RSF-E	Residential	PAYNE LISA L	756 GOLDENROD CT	CO
2701-311-13-013	782 GOLDENROD CT	RSF-E	Residential	Confidential Owner	762 GOLDENROD CT	CO
2701-294-03-035	816 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-321-00-010	2353 H RD	RSF-R	Residential	FINKEL ROGER A	609 PARTEE DR	CO
2701-321-00-032	Not available	MU	Residential	USHER NV LLC	PO BOX 8810	NV
2701-294-03-027	819 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-293-00-082	2344 H RD	RSF-R	Residential	FLANNERY DON L	2344 H RD	CO
2701-294-03-003	814 APPLE GLEN DR	R-4	Residential	GROSLAND DANIEL PAUL	814 APPLE GLEN DR	CO

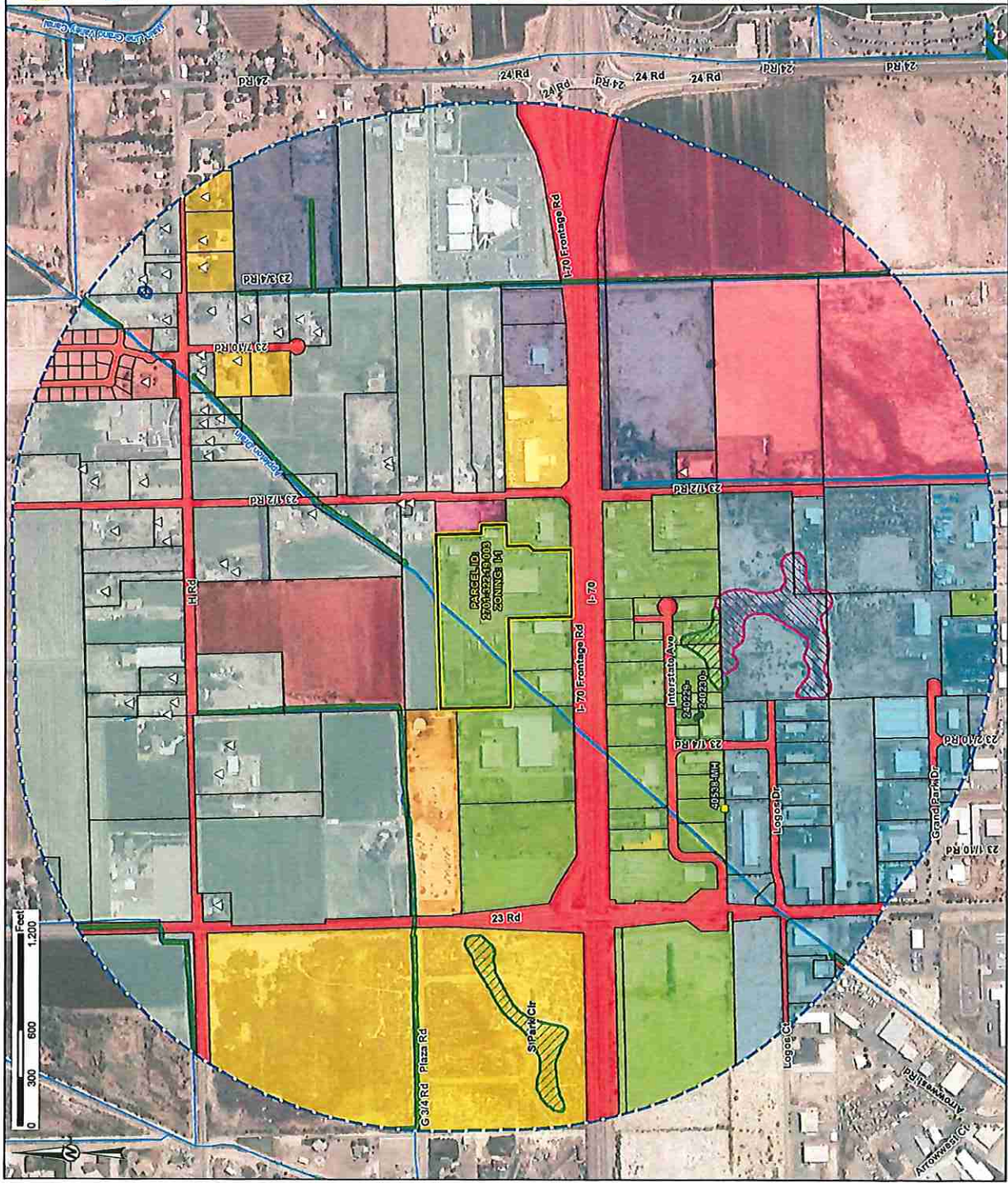
Table 1. List of Property Owners within One-Half Mile

PARCEL ID	PHYSICAL ADDRESS	ZONING	LAND USAGE	PROPERTY OWNER	ONWER ADDRESS	CO
2701-294-09-050	2365 GOLDEN APPLE DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-321-13-001	795 23 7/10 RD	PUD	Residential	ARMSTRONG ALDEN A	401 RANA CT	CO
2701-322-00-063	2323 H RD	RSF-R	Residential	STEED JOHN H	2323 H RD	CO
2701-314-00-387	745 23 RD	I-1	Residential	MARSH JAMES R	PO BOX 42156	NV
2701-294-00-084	2354 H RD	RSF-R	Residential	WYATT DAVID B	2354 H RD	CO
2701-321-00-014	794 23 7/10 RD	RSF-R	Residential	LUNK RYAN D	2371 1/2 H RD	CO
2701-294-03-046	811 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-053	Not available	R-4	Residential	APPLE GLEN HOMEOWNERS ASSOCIATION INC	2366 H ROAD	CO
2701-294-00-064	2380 H RD	RSF-R	Residential	COX ROSA E	1304 N 15TH ST	CO
2701-321-00-059	766 23 1/2 RD	RSF-R	Residential	SALGADO JOSE ISMAEL	766 23 1/2 RD	CO
2701-294-00-077	820 23 1/2 RD	RSF-R	Residential	BRACH JON D	820 23 1/2 RD	CO
2701-294-00-083	812 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-00-087	810 23 1/2 RD	RSF-R	Residential	WATERHOUSE DONALD L	810 23 1/2 RD	CO
2701-293-00-087	2330 H RD	RSF-R	Residential	SHAFFER JEANNE L	2330 H RD	CO
2701-321-00-016	2361 H RD	RSF-R	Residential	HIGGS ANNA M	2361 H RD	CO
2701-294-00-085	2370 H RD	RSF-R	Residential	NUNN MATTHEW H	2370 H RD	CO
2701-321-00-082	2355 H RD	RSF-R	Residential	2355 H ROAD LLC	782 23 7/10 RD	CO
2701-293-00-091	2326 H RD	RSF-R	Residential	BOCKHAUS ALAN WILLIAM	2326 H RD	CO
2701-293-00-081	805 23 1/2 RD	RSF-R	Residential	HETLAND MICHAEL D	805 23 1/2 RD	CO
2701-294-03-034	818 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-048	2361 GOLDEN APPLE DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-311-25-001	789 23 RD	PD	Residential	CLUB DEAL 113/114 PARK PLAZA	9285 HUNTINGTON SQ	TX
2701-294-03-037	812 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-005	818 APPLE GLEN DR	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-004	816 APPLE GLEN DR	R-4	Residential	DARLEY RICHARD A	585 SUNNY MEADOW LN	CO
2701-321-00-067	773 24 RD	R-R	Residential	CTR HOMES LLC	773 24 RD	CO
2701-294-03-042	819 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-293-00-090	2328 H RD	RSF-R	Residential	MONTANO ALICE	2328 H RD	CO
2701-294-03-043	817 RED APPLE RD	R-4	Residential	CTR HOMES LLC	585 SUNNY MEADOW LN	CO
2701-294-03-047	809 RED APPLE RD	R-4	Residential	BRETEY WADE R	585 SUNNY MEADOW LN	CO
2701-322-00-068	771 23 1/2 RD	RSF-R	Residential	BARTO GARY R	771 23 1/2 RD	CO
2701-294-00-047	2372 H RD	RSF-R	Residential	QUINN RODGER W	2372 H RD	CO
2701-293-00-065	2340 H RD	RSF-R	Residential		2340 H RD	CO

Table 2. Personal Protective Equipment Requirements

Task	PPE Requirements
Handling RMW at Shipper Location	<ul style="list-style-type: none"> ■ Puncture-resistant gloves ■ Safety glasses ■ Steel-toed work boots
RMW Spill Cleanup	<ul style="list-style-type: none"> ■ Impermeable (latex, polyethylene) gloves ■ Safety glasses ■ Steel-toed work boots
Unloading RMW from Vehicle	<ul style="list-style-type: none"> ■ Gloves ■ Safety glasses ■ Steel-toed work boots
Scanning Containers of RMW	<ul style="list-style-type: none"> ■ Gloves ■ Safety glasses ■ Steel-toed work boots
Decontamination of Reusable Containers OR Decontaminating Vehicles	<ul style="list-style-type: none"> ■ Gloves ■ Safety glasses ■ Steel-toed work boots ■ Oversized rubber boots (as needed) ■ Apron (as needed)

Figures



- LEGEND**
- SITE PROPERTY BOUNDARY
 - PARCEL BOUNDARY
 - POTENTIAL RESIDENCE
 - HALF-MILE RADIUS FROM SITE
 - WATER WELL PERMIT STATUS
 - WELL CONSTRUCTED
 - PERMIT ISSUED; COMPLETION STATUS UNKNOWN

- NWI WETLAND TYPE**
- FRESHWATER EMERGENT WETLAND
 - FRESHWATER FORESTED/SHRUB WETLAND
 - FRESHWATER POND
 - RIVERINE

- ZONING**
- AFT: AGRICULTURAL, FORESTRY, TRANSITIONAL
 - C-2: GENERAL COMMERCIAL
 - I-1: LIMITED INDUSTRIAL
 - I-2: GENERAL INDUSTRIAL
 - MU: MIXED USE
 - PUD: PLANNED UNIT DEVELOPMENT
 - R-O: RESIDENTIAL OFFICE
 - RSF-E: RESIDENTIAL-SINGLE-FAMILY ESTATE
 - RSF-R: RESIDENTIAL-SINGLE-FAMILY RURAL
 - R-4: RESIDENTIAL-SINGLE-FAMILY
 - RIGHT OF WAY

REFERENCES

1. NATIONAL WETLANDS AND SWAMP INFORMATION SYSTEM
2. WETLANDS Delineation Manual, NATIONAL WETLANDS INVENTORY, 2001
3. WETLANDS Delineation Manual, NATIONAL WETLANDS INVENTORY, 2001
4. WELL PERMIT LOCATIONS, COLORADO DEPARTMENT OF WATER RESOURCES, DOWNLOADED JULY 2018
5. AERIAL IMAGERY: ESRI, DIGITAL GLOBE, 2018

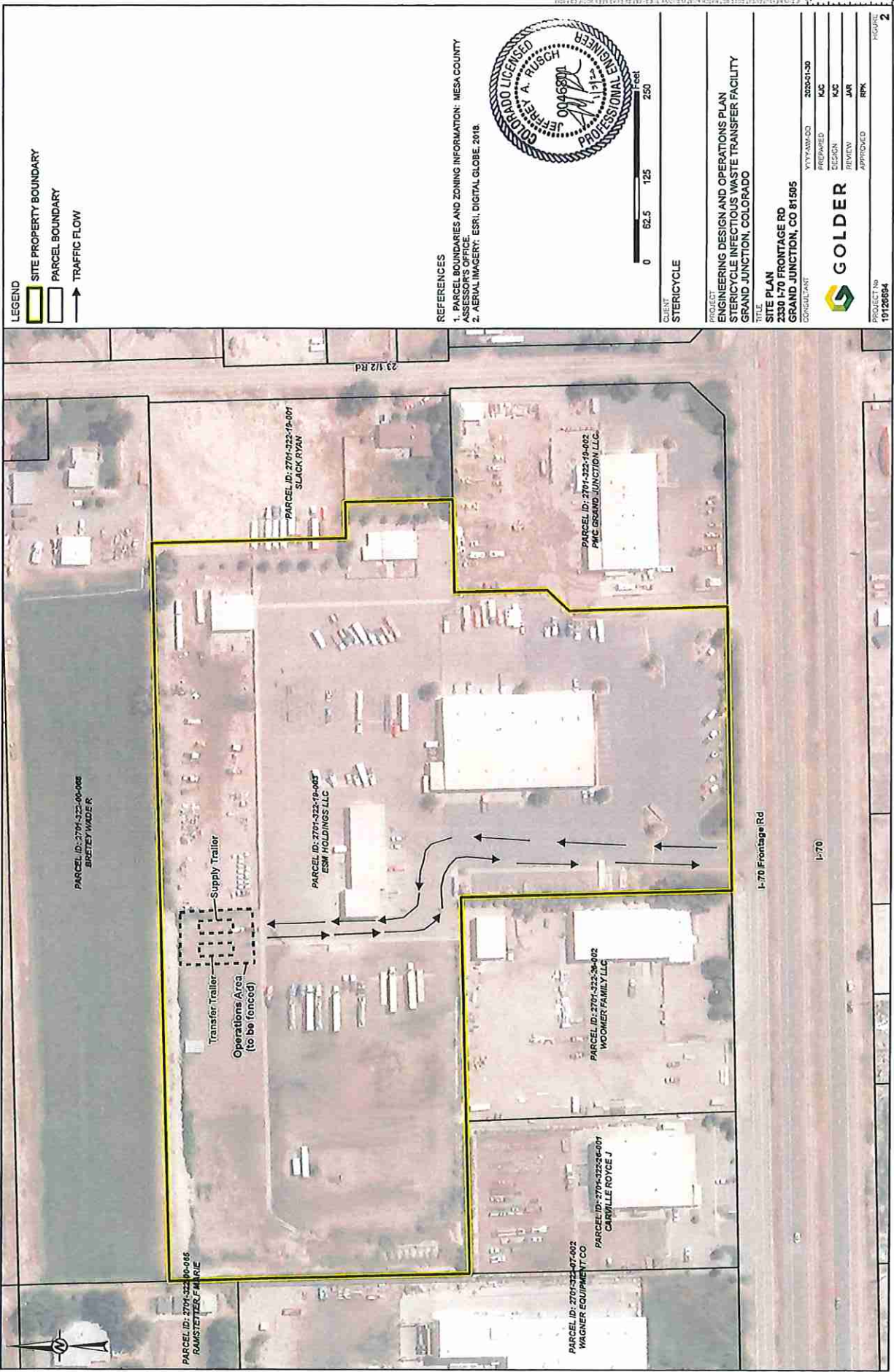
CLIENT
STERICYCLE

PROJECT
ENGINEERING DESIGN AND OPERATIONS PLAN
STERICYCLE INFECTIOUS WASTE TRANSFER FACILITY
GRAND JUNCTION, COLORADO

CONTRACTOR

PROJECT NO.	19128664
DATE	07/2018
REVISION	JAR
APPROVED	RPK
DESIGN	KUC
PREPARED	KUC
DATE	07/2018
PROJECT NO.	19128664





- LEGEND**
- SITE PROPERTY BOUNDARY
 - PARCEL BOUNDARY
 - TRAFFIC FLOW

REFERENCES

1. PARCEL BOUNDARIES AND ZONING INFORMATION: MESA COUNTY ASSESSOR'S OFFICE.
2. AERIAL IMAGERY: ESRI, DIGITAL GLOBE, 2018.



CLIENT
STERICYCLE

PROJECT
**ENGINEERING DESIGN AND OPERATIONS PLAN
STERICYCLE INFECTIOUS WASTE TRANSFER FACILITY
GRAND JUNCTION, COLORADO**

TITLE
**SITE PLAN
2330 I-70 FRONTAGE RD
GRAND JUNCTION, CO 81505**

DATE	2020-01-30
PREPARED BY	KJC
DESIGN BY	KJC
REVIEW BY	JAR
APPROVED BY	RPK



PROJECT No
19126564

FIGURE
2

APPENDIX A

Stericycle Job Descriptions



Stericycle
Protecting People. Reducing Risk.™

JOB DESCRIPTION

Date:	January 2014	Job Class Code:	DRIVLH
Department:	Transportation	Position Title:	Driver Long Haul
Version:	Revised-FINAL	Work Location:	Various
Reports to:	Transportation Supervisor or Transportation Manager	Grade/Band:	
		FLSA Status:	Non-Exempt

Position Purpose: Briefly summarize the purpose of this position in one or two sentences.

Responsible for transporting waste from either a Stericycle location or customer location, to a transfer location or processing location.

Key Job Activities: List the ongoing day-to-day essential job responsibilities in priority order (it is not necessary to list every activity--you may just list the most important 7 - 10. Indicate the estimated percentage of time spent on each of these activities.

Activities

Duties and responsibilities may vary based on location, design of facility, customer base and staffing process.	% Of Time Spent
1) Manages assigned routes ensuring that medical waste is transported in a timely and accurate manner. <ul style="list-style-type: none"> • Responsible for picking up and transporting waste safely according to all federal, state, and local rules and regulations • Plans daily schedule based on Stericycle or customer needs by reviewing daily paperwork, e.g., manifest, route sheets, previous VCR, etc. provided by Transportation Manager/Supervisor or Dispatcher. • Communicates any issues to Transportation Manager/Supervisor and/or Dispatcher for resolution. • Ensures load is secured prior to operating vehicle on public highway. 	70%
2) Ensures that assigned paperwork is completed legibly, neatly, accurately, and completely and returned to Transportation Manager/Supervisor or Dispatcher, at the time of debriefing, for processing.	10%

This copy of the position description is a formal company document. It is for internal use only.

JOB DESCRIPTION

- 3) Communicates with Stericycle Transportation Manager/Supervisor and/or Dispatcher regarding any change to pickups. Ensures that Route Manager servicing the specific route is aware of any situations outside the norm in order to provide the highest level of customer service. Reports any problems/issues with accounts to the Transportation Manager/Supervisor and/or Dispatcher before the close of business each day. 10%
- 4) Performs a documented pre-trip inspection on vehicles prior to leaving yard to commence route. Performs a documented post-trip inspection on vehicles prior to being debriefed for the day. Reports any maintenance problems to Transportation Manager/Supervisor and/or Dispatcher for follow-up. Insures all defects have been corrected prior to operating the vehicles again. 10%
-

Scope of Work: Briefly describe the level/type of contacts that will interact with the position; impact of the position on the business, level/type of authority, independence, complexity, analysis, judgement and decisions; and number of people reporting to this position and their titles.

Contacts (Internal/External): Regular contact with Stericycle plant and transportation employees in the transportation of waste.

Occasional contact with various levels of personnel at assigned customer sites in the picking up of waste.

Occasional contact with external inspectors and maintenance repair personnel.

Financial Responsibility:* Manage route to minimize productivity costs and vehicle maintenance costs.

Direct Reports:

Indirect Reports:

Other:

* Financial Responsibility i.e., revenue, assets, budgets, number of accounts, expenditures, etc.

Education and Experience Required (including certifications and/or software requirements for the position):

Education equivalent to graduation from high school, or the equivalent GED.

Completion of an accredited driving school, or previous Commercial Driving experience required. Previous route management experience a plus.

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JOB DESCRIPTION

Maintains current Commercial Driver's License (CDL), with an excellent driving record.

Demonstrates ability to read a map.

Demonstrates general computer skills and knowledge of internet.

Must be able to obtain a Medical Examiner's Certificate from a doctor approved by Stericycle.

May require mandatory immunizations and credentialing based on customer requirements.

Must work safely and carefully to prevent injury to self and others while driving, loading, and unloading vehicle. Requires constant mental and visual attention relative to the safe operation of the vehicle.

Key Competencies (Non-technical Behavioral Skills, i.e. presentation, negotiation, customer service skills), you may just list the most important 7-10, in priority order:

Demonstrates the following skills:

- Customer Focus
- Priority Setting
- Ethics and Values
- Organizing
- Interpersonal Savvy
- Integrity and Trust
- Process Management Skills
- Dealing with Ambiguity

Other (i.e. physical requirements, travel, etc. that is not covered above:

Position requires the following physical activity:

- Climbing – ascending or descending ladders, stairs, ramps and the like using feet and legs and/or hands and arms. Body agility is emphasized;
- Balancing – maintaining body equilibrium to prevent falling and walking, standing or crouching on narrow, or slippery surfaces.;
- Stooping – bending body downward and forward by bending spine at the waist;
- Kneeling – bending legs at knee to come to a rest on knee or knees;
- Crouching – bending the body downward and forward by bending leg and spine;
- Reaching – extending hand (s) and arm (s) in any direction;
- Standing – for sustained periods of time;
- Walking – moving about on foot to accomplish tasks;
- Pushing – using upper extremities to press against something with steady force in order to thrust forward, downward or outward;
- Pulling – using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion;

This copy of the position description is a formal company document. It is for internal use only.

JOB DESCRIPTION

- Lifting – raising objects from a lower to a higher position or moving objects horizontally from position-to-position;
- Fingering – typing with the fingers, separating pages of documents, etc.;
- Grasping – applying pressure to an object with the fingers and palm;
- Talking – expressing or exchanging ideas by means of the spoken word;
- Hearing – perceiving the nature of sounds at normal speaking levels with or without correction;
- Repetitive motion – substantial movements (motions) of the wrists, hands and/or fingers;
- Sitting – for extended periods of time.

Position requires physical requirements of exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force constantly to lift, push, or pull objects.

Position requires incumbent to have visual acuity (include colors, depth, perception and field vision) to operate a motor vehicle.

The conditions the worker will be subject to in this position:

- The worker is subject to both environmental conditions. Activities occur inside and outside.
- The worker is subject to hazards. Includes a variety of physical conditions such as proximity to moving vehicles, electrical current, and exposure to chemicals.
- Potential exposure to infectious materials is a risk. Use of company-provided personal protective equipment is required.

Position does require traveling on an assigned route daily.

Employee Signature

Employee Printed Name

Date

(Please sign a copy of this job description and return to human resources)

This copy of the position description is a formal company document. It is for internal use only.

APPENDIX B

Employee Training Requirements

REQUIRED TRAINING**Location Selection: Grand Junction, CO****Course Name**

01|JAN|US: Backing Training (G.O.A.L.)
01|JAN|US: Safety Improvement Committee Training
01|JAN|US: Stop Work Authority Training
02|FEB|US: Defensive Driving
02|FEB|US: Distracted Driving
02|FEB|US: PPE And JSA - SCS
03|MAR|US: DOT CSA Training - SCS
03|MAR|US: Fire Safety Training (Fire Prevention)
03|MAR|US: Load Securement Training (v1.04)
03|MAR|US: Waste Acceptance Policy - SCS
04|APR|US: Heat Stress
04|APR|US: Lockout/Tagout - Control Of Hazardous Energy
04|APR|US: Lockout/Tagout Periodic Inspection Checklist
04|APR|US: Personal Electronic Devices Training
04|APR|US: Spill Response
05|MAY|US: Access to Exposure and Medical Records
05|MAY|US: Driver Qualifications
05|MAY|US: Emergency Action Plan - Awareness
05|MAY|US: Emergency Action Plan - Site Specific Review
05|MAY|US: New Driver Orientation - HCS
05|MAY|US: Wellness Training for Drivers
05|MAY|US: Whistleblower Policy and Procedures Training
06|JUN|US: APHIS Waste Training - SCS - HCS
06|JUN|US: Bloodborne Pathogens
06|JUN|US: Powered Industrial Truck (PIT) and Yard Safety Awareness
07|JUL|US: Hazard Communication
08|AUG|US: DOT Hours of Service
08|AUG|US: HIPAA Privacy Act Training
09|SEP|US: Electrical Safety Training
10|OCT|US: Incident Investigation and Recordkeeping for Team Members
11|NOV|US: Housekeeping and Organization Training
11|NOV|US: Ladder Safety
11|NOV|US: Slips, Trips, Falls, Walking and Working Surfaces
12|DEC|US: Lifting Safety - Industrial Athlete and Ergonomics Training
12|DEC|US: Vehicle Inspection Training
36|3-YEAR|US: DOT Hazardous Materials Training for SCS-HCS
999|ONCE|Global: Conflict of Interest - Making the Right Choices

APPENDIX C

Stericycle Regulated Medical Waste Acceptance Policy



Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

* Un-dispensed from DEA Registrant

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
Californian Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE

- Untreated Category A Infectious Substances
Complete Human Remains (including heads, full torsos, and fetuses)
Bulk Chemotherapy Waste
Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances*
Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or per permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.

APPENDIX D

Emergency Response and Contingency Plan



**Grand Junction, CO
MEDICAL WASTE**

EMERGENCY RESPONSE CONTINGENCY PLAN

EMERGENCY PROCEDURES:

A. *Fire or Explosion:*

1. Call City of Grand Junction Emergency Dispatch - 911
2. Notify any persons to evacuate the area.
3. Non-fire-fighting employees gather at the Rally Point and get a head count.
4. Employees trained in first aid will provide first aid to any injured person.
5. All employees trained in fire safety procedures are authorized to fight fires with appropriate fire fighting equipment.
6. Notify Emergency Coordinator(s) immediately. (see page 3).

Fire Extinguishers

The primary lessor provides properly maintained fire extinguishers of appropriate class/type for use by trained personnel during emergencies. As described in Appendix B of the facility EDOP, Stericycle personnel are trained in fire extinguisher use.

B. *Tornado, Earthquake or Natural Disaster:*

1. Find cover or a safe place to avoid falling or flying objects, and remain there until the situation has subsided.
2. Provide first aid to any injured persons.
3. Notify Emergency Coordinator(s) immediately (see page 3).

C. *Personal Injury:*

1. Determine the nature and extent of the injury.
2. Call emergency medical technicians if necessary: 911
3. Administer first aid as necessary or, if not trained, notify first aid trained co-worker.
4. Notify supervisor or Emergency Coordinator(s) immediately (see page 3).

D. *Major Medical Waste Spill (not including in-facility spills):*

1. Determine, and write down, the location and severity of incident.
2. If there are any injuries refer to *Personal Injury* section.
3. Notify Emergency Coordinator(s) immediately (see page 2).
4. The Emergency Coordinator should notify the Colorado Dept of Public Health and Environment (CDPHE) Emergency Preparedness and Response Division (877) 518-5608 and provide necessary information.
5. If the spill is manageable, in the opinion of the Emergency Coordinator, respond with a truck to the spill with the following spill supplies:
 - o Absorbent materials (flat pads, socks, kitty litter or granular absorber, solidifier)
 - o 1:10 parts bleach solution or Virkon S 1% solution
 - o Red bags
 - o Spray bottle
 - o Water
 - o Paper mask
 - o Tyvek coveralls
 - o Gloves (Chemical and nitrile)
 - o Rubber overboots
 - o Barricade tape
 - o Safety glasses and face shield
 - o Tongs
 - o Hand broom and dust pan
 - o Empty regulated medical waste containers
 - o Blank manifest



Grand Junction, CO
MEDICAL WASTE

EMERGENCY RESPONSE CONTINGENCY PLAN

6. Spills determined to be unmanageable should be reported to CHEMTREC and Emergency Response and Training Solutions (ERTS) to clean up the spill.

Contact Information:

CHEMTREC - (800) 424-9300

ERTS - (800) 210-6804

E. *Natural & Man-Made Disasters*

Stericycle maintains the necessary supplies on-site to service our customers in the event of a natural or man-made disaster. Extra equipment, containers and supplies are stored on-site for use in the event of an emergency. In addition, Stericycle is a nation-wide company capable of calling in equipment and personnel from across the nation to provide assistance as needed. Our ability to respond in such a manner makes it unlikely that Stericycle customers would suffer lengthy interruption of service due to natural or man-made disasters.



**Grand Junction, CO
MEDICAL WASTE
EMERGENCY RESPONSE CONTINGENCY PLAN**

One of the following Emergency Coordinators will always be available:

Ray Bracha, Facility Manager: Phone: 702-466-3469
Eddie Artalejo, Transportation Supervisor: Phone: 720-763-4048
Dan Zarnes, Transportation Supervisor: Phone: 970-702-5269
Kelly Merriman, EHS Manager: Phone: 206-719-9138
Mike Velasquez, District Operational Manager: Phone: 801-230-4692

Emergency Coordinator:

The acting Emergency Coordinator has full authority to decide to implement this plan if he/she believes an emergency at the facility might threaten human health or the environment.

The following potential emergencies might reasonably be expected at this facility and thus call for the implementation of this Emergency Response Plan:

- Fires and explosions;
- Hazardous releases (chemical or biological); or
- Natural disasters.

Emergency Coordinator Duties:

During an emergency, the Emergency Coordinator will do the following:

1. Assess the situation to determine whether an emergency exists requiring activation of emergency procedures;
2. Supervise all efforts, including evacuating employees;
3. Call outside emergency services;
4. Take all necessary measures to contain the hazard and prevent its spread to other nearby areas, with the assistance of emergency personnel;
5. Direct the shutdown of facility operations when required;
6. If the emergency is a biological agent, turn off the ventilation system in the building;
7. If the emergency is a hazardous material spill, ensure that the hazardous material and any material with which it came into contact (gravel, soil, etc.), will be scraped up using shovels and/or brooms;
8. Provide for management of the waste and contaminated material by the emergency crew or outside contractor, as appropriate;
9. Ensure that contaminated soil, liquids, or other material is placed in drums and handled as a hazardous waste;
10. Ensure that the emergency crew restores all emergency equipment to full operational status;
11. Assisted by other qualified persons, begin to investigate the cause of the emergency and take steps to prevent a recurrence of such or similar incidents;
12. Ensure that the cause of the emergency has been investigated and eliminated and that cleanup and restoration have progressed at least to the point of not jeopardizing the health and safety of the employees, and that EPA, state, and local authorities have been notified, if required; and
13. Ensure that for spills or releases involving a hazardous substance at or above its reportable quantity, the following necessary information is recorded and reported: name of chemical(s) involved, whether the substance is listed under 40 CFR 302—extremely hazardous substances, estimated quantity of the released substance, time of the release and duration, medium into which the substance was released, health risks associated with the release, precautions taken to respond to the release, name and telephone numbers of persons who can be contacted for further.



**Grand Junction, CO
MEDICAL WASTE
EMERGENCY RESPONSE CONTINGENCY PLAN**

IN THE EVENT OF A PERSONAL INJURY:

Medical arrangements can be accommodated by the Emergency Coordinator at the following facilities:

For non-urgent weekday care
Grand Valley Occup Health
2004 N. 12th Street
Grand Junction CO 81501
(970) 256-6490

For urgent night and weekend care (24 hrs):
Grand Junction Community Hospital
2351 G Road
Grand Junction, CO 81505
(970) 242-0920

IN THE EVENT OF MAJOR FIRE, NATURAL DISASTER, FATALITY OR MAJOR SPILL:

Emergency Coordinator will notify the following individuals immediately:

Chris Stromerson, Operational EH&S Director - West: Phone: 425-530-1780
Mike Velasquez, District Operational Manager: Phone: 801-230-4692

**IN THE EVENT OF A DISCHARGE OF UNTREATED PROCESS WASTE WATER INTO THE
SANITARY SEWER:**

Emergency Coordinator will notify the following individuals immediately:

Chris Stromerson, Operational EH&S Director - West: Phone: 425-530-1780
Mike Velasquez, District Operational Manager: Phone: 801-230-4692

The Emergency Coordinator will, if appropriate, notify the CDPHE Emergency Preparedness and Response Division (EPRD) (877) 518-5608 and provide necessary information.

CONTINGENCY PLAN:

Facility Shutdown / Alternate Waste Management Plan:

In the event that the Stericycle Grand Junction facility is unable to store or transfer waste which has been accepted due to an unforeseen circumstance necessitating the suspension of operations, waste will be sent to another approved facility for storage, transfer, treatment and/or disposal.

Should the facility be anticipated to be shut down for a significant period, arrangements shall be made to divert incoming waste to an alternate facility approved to manage the wastes.

APPENDIX E

Example Inspection Checklist



Document Profile

Title	Appendix A – Monitored Cleaning Checklist – HCS		Control No.	OHSP-01.20.001
Location	North America	Document Date	10/07/2018	
Program Element	OHSM-01.20.000	Content Owner	Stericycle Safety Team	
Document Type	Procedure	Responsibilities	District Manager, Affected Team Members	
Review Frequency	Annual	Replaces	N/A	

Purpose

Checklists are to be completed by a designated team member at the end of each shift to ensure facilities are clean.

Directions

1. If the item is in clean condition, check the box that reads "Complete".
2. If any box is checked "Incomplete," document corrective actions where cleaning and organization is still required.

Team Member	Date & Time Completed		
Work Station Trailer Yard	Location Grand Junction, CO Transfer Station		
Site-Specific Housekeeping Items	Completed	Incomplete	N/A
All truck and trailer doors shut and locked when not actively loading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check trucks and trailers for leaks, odors, disease vectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerated units are operational, in use when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check for and remove any trash and debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Visual inspection of trucks and trailers for any damage, proper markings, and required paperwork	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check for fully stocked spill kits on each truck,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			

Post Inspection Analysis: Complete/Clean & Organized Incomplete/Corrective Actions Required

Corrective Actions: _____

I, _____ certify that the housekeeping items above have been completed and facility work stations are clean and organized.



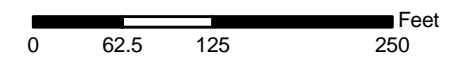
golder.com



LEGEND

- SITE PROPERTY BOUNDARY
- PARCEL BOUNDARY
- TRUCK TRAFFIC FLOW
- FIRE APPARATUS TRAFFIC PATH
- FIRE HYDRANT

- REFERENCES**
1. PARCEL BOUNDARIES AND ZONING INFORMATION: MESA COUNTY ASSESSOR'S OFFICE.
 2. AERIAL IMAGERY: ESRI, DIGITAL GLOBE, 2018.



CLIENT STERICYCLE		
PROJECT FIRE PROTECTION SITE PLAN STERICYCLE INFECTIOUS WASTE TRANSFER FACILITY GRAND JUNCTION, COLORADO		
TITLE SITE PLAN 2330 I-70 FRONTAGE RD GRAND JUNCTION, CO 81505		
CONSULTANT	YYYY-MM-DD	2020-02-26
	PREPARED	RHG
	DESIGN	RHG
	REVIEW	---
	APPROVED	---
PROJECT No. 19126694	FIGURE 1	

Path: M:\Stericycle_GrandJunction\Maping\19126694_Fig01_FireProtectionSitePlan.mxd

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM:

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between McCandless Truck Center, LLC (“Company”) and _____ (“Customer”).

RECITALS

Customer leases vehicles from Company pursuant to the Vehicle Lease and Service Agreement dated _____ by and between Company and Customer (the “Lease”); and

Company owns a parking lot located at _____ (the “Property”); and

Customer wishes to pay Company to park certain vehicles that are leased pursuant the Lease (the “Vehicles”) on the Property, and Company wishes to allow Customer to park on the Property; and

Company and Customer have agreed that the Customer shall maintain certain insurance relating to the Vehicles; and

Company and Customer have agreed that the Company should not be responsible for any damages or liability arising from Customer’s use of the Property; and

WHEREAS, the parties wish to reduce the terms of their agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are hereby incorporated in and made a part of this Agreement as if fully set forth verbatim herein. These recitals are true and correct and the parties are bound thereby. By signing this Agreement, the Company and Customer acknowledge reading, understanding and agreeing to all of these recitals.
2. Rental of Parking Space. Customer shall pay Company \$150 per Vehicle per month, payable on the commencement date (with succeeding payments due the first day of each month thereafter), to park the Vehicles on the Property. At no time will the number of Customer’s Vehicles parked on the Property exceed 2 trailers, unless otherwise agreed to in writing by the parties.

3. Late Payment. If Customer shall fails to pay as required hereunder, late charges equal to 10% of the outstanding amount shall accrue monthly until the balance is paid in full, and Company may immediately terminate this Agreement.
4. Term of Agreement. Parking pursuant to this Agreement shall commence on _____, 20___. Either party may cancel this Agreement with 30 days' written notice to the other party.
5. Permitted Use. The Property shall be used to park the Vehicles, and for no other purpose. Customer shall keep the Property clean and free from any objectionable noises, odors, emissions, or other nuisances. Customer shall comply with Company's rules and all relevant governmental laws and regulations throughout the term of this Agreement.
6. Company Access. Provided that Customer is in good standing under this Agreement and any other agreements with Company, Company shall not interfere with Customer's quiet enjoyment of the Property, but shall be able to access the Property at reasonable times.
7. Insurance.
 - A. Customer shall provide and maintain at all times during the term of this Agreement, at its expense, the following coverage:
 1. Comprehensive General Liability coverage with a \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including personal injury. Such coverage shall include Company as an additional insured, and shall provide waivers of subrogation in favor of Company.
 2. Automobile Liability with a \$1,000,000 combined single limit for bodily injury and property damage, including evidence of physical damage and cargo coverage for the Vehicles on the Property. Such coverage shall include Company as an additional insured, and shall provide waivers of subrogation in favor of Company.
 3. Workers' Compensation coverage with minimum Employers Liability limit of \$500/500/500 including confirmation that this coverage is included under the umbrella policy.
 4. Umbrella Liability with a \$1,000,000 combined single limit over the underlying Comprehensive General Liability, Automobile Liability, and Employers Liability coverages.
 - B. Customer is responsible for all losses, claims, demands and liabilities that are not covered by such insurance, including, but not limited to all losses incurred by Customer, its employees, contractors, invitees, and agents, and

damage to the Vehicles, cargo, and other contents stored in, on, or attached to the Vehicles.

C. Customer shall immediately notify Company of any accident or damage that occurs on the Property.

5. Indemnification. Customer hereby releases, and shall pay, indemnify, and hold Company harmless from and against all losses or liabilities, including, but not limited to reasonable attorneys' fees, related to Customer's use of the Property.
6. Duty to Defend. Customer shall pay for Company's defense in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, relating to Customer's use of the Property, within 10 days of Company's demand for payment.
7. Cross Default; Cross Collateral. Customer hereby agrees that (a) this a breach under this Agreement is a breach under all such other agreements between Customer and Company and a breach under any other agreements is a breach under this Agreement, and (b) any excess monies paid under one agreement can be applied to the obligations now or hereafter outstanding under all other agreements between Customer and Company.
8. Titles and Headings. Titles and headings to sections hereof are for the purpose of reference only and do not affect the provisions hereof or the rights of the parties hereto.
9. Choice of Law and Forum; Waiver of Jury. The parties hereto agree that (i) this Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado without regard to its conflict law provisions, (ii) all claims, suits, actions and proceedings involving interpretation, construction or enforcement of this Agreement ("Enforcement Actions") shall be brought exclusively in the United States District Court for the District of Colorado or the District Court of Denver County Colorado (the "Forum Courts") and (iii) the parties hereto, for themselves and their respective executors, administrators, heirs, successors and assigns, hereby consent and subject themselves to the jurisdiction of the Forum Courts for any Enforcement Action. **EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.**
10. Benefit. The rights and covenants of this Agreement shall further inure and extend to the parties hereto, their respective shareholders, employees, agents, successors and assigns.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties, all prior representations, agreements and/or

amendments, written or oral, having been superseded by and merged in this Agreement.

12. Separability and Modification. In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable, then the same shall be deemed excised from this Agreement if circumstances so require, and this Agreement shall be construed and enforced as if such provision had originally been incorporated herein as so restricted or modified, or as if such provision had not originally been contained herein, as the case may be.
13. Amendment. This Agreement cannot be modified, amended or replaced without the consent of all parties hereto.
14. Corporate Execution. The signatories hereof represent that they have the express authority to bind the corporation to this Agreement.
15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original for all purposes but all of which shall constitute only one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date noted below.

COMPANY:
McCandless Truck Center, LLC

CUSTOMER:



Via Electronic Mail, c/o Kristen Ashbeck: kristena@gjcity.org

May 12, 2020

Honorable City Council Members
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

RE: Recommendation of Approval of Certificate of Designation Application
Stericycle Infectious Waste Transfer Facility - Grand Junction
2330 I-70 Frontage Road, Grand Junction, Colorado
SW/MES/SGJ 2.1

Dear Council Members,

This letter is the formal response from the Hazardous Materials and Waste Management Division (the Division) regarding the City's referral for technical review of an application for certificate of designation. The application is for a new Infectious waste transfer facility proposed to be located at 2330 I-70 Frontage Road, Grand Junction, Colorado, 81505. The application was made by Golder Associates on behalf of Stericycle, Inc., the entity that would operate the proposed facility.

The Division initiated technical review of the application following a completeness determination issued by the Division on February 7, 2020. The Division reviewed the application, including the Engineering Design and Operation Plan (EDOP), Revision 1 dated February 2020, for compliance with the requirements set forth in the Solid Waste Disposal Sites and Facilities Act, Title 30, Article 20, parts 1 and 10 (Solid Waste Act) of the Colorado Revised Statutes (CRS), as amended, and with the regulations promulgated thereunder: the Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2, Part 1 (Solid Waste Regulations).

On February 20, 2020, the Division published a notice in the Grand Junction Daily Sentinel that the application was under review and that the Division would accept public comment for thirty days thereafter. No comments on the application were received.

It is the determination of the Division that Stericycle, Inc., as the prospective operator of the facility, can comply with technical, environmental, and public health standards of the Solid Waste Act and the Solid Waste Regulations if the Facility is monitored and operated as described in the Certificate of Designation Application and EDOP and with the Division's conditions of recommendation as stated below in this letter. Based on our review and determination, the Division recommends, with conditions, that the Stericycle Infectious Waste Transfer Facility - Grand Junction may be approved by the City of Grand Junction based on these and any local criteria. Please note that provisions of the Solid Waste Act found at CRS 30-20-104 reserve certain factors to be considered solely by the governing body having jurisdiction as part of the review of a certificate of designation. Accordingly, the Division's review is not intended to, nor did it, consider those provisions. CRS 30-20-104 also warrants consideration by the City as it contains key procedural requirements for certificate of designation issuance related to public notice and hearing.

If the application is approved, the final revised Stericycle Infectious Waste Transfer Facility - Grand Junction EDOP (Revision 1 February 2019), and the final resolution containing the certificate of designation issued, must be placed in the Facility's operating record. In addition to the conditions listed below, please note that the Stericycle Inc. must comply with the public health and environmental laws, standards, and



regulations of the Department and all other applicable state, federal, and local rules, and ordinances. The Division's recommendation for approval of the Application including the final revised EDOP (Revision 1 February 2020) has the following conditions that must be incorporated into the Certificate of Designation, if issued by the City of Grand Junction:

1. In accordance with Section 4 of the Solid Waste Regulations, third party cost estimates for closure must be submitted to the Division within sixty (60) days of the issuance of the CD. Once the closure cost estimates have been approved by the Division, the Facility will have thirty (30) days to submit a financial assurance mechanism for review and approval.
2. Compliance with this CD requires the owner/operator comply with the attached EDOP and any future Department-approved EDOP conditions, including both Department approved amendments to the EDOP and Department-approved stand-alone plans necessary to comply with the Solid Waste Act and Regulations. Violation of the EDOP as so amended constitutes a violation of this CD. This CD need not be amended upon EDOP amendment unless required by the City of Grand Junction. CDPHE reserves the right to make unilateral modifications to the EDOP language and conditions at any time during the life of the facility, including during the post closure care period. CDPHE will attempt to consult with the County prior to doing so.
3. In addition to complying with the Division's Solid Waste Regulations, the Facility must comply with all relevant federal, state, and local regulations, including but not limited to the appropriate requirements of the Division of Water Resources, the Water Quality Control Division, and the Air Pollution Control Division. This includes the USDA regulations on APHIS waste.

Should you have any questions about this letter, feel free to contact me at jerry.henderson@state.co.us.

Sincerely,

Jerry Henderson, Unit Leader
Solid Waste Permitting Unit
Hazardous Materials and Waste Management Division

Ec: Raymond Bracha, Stericycle Inc.
Mark Triplette, Stericycle Inc.



CERTIFICATE OF DESIGNATION (CD)

Mesa County / City of Grand Junction

Preface: In accordance with the Solid Wastes Disposal Sites and Facilities Act (the Act), CRS 30-20-104(c), the City of Grand Junction City Council hereby designates the following location as a solid waste disposal site and facility.

Legal Description: Parking lot of property located at 2332 I-70 Frontage Road, Grand Junction with legal description of Lot 3 Hanson Subdivision, Section 32 T1N R1W

Facility Name: Stericycle Infectious Waste Transfer Facility – Grand Junction

Facility Owner: Stericycle, Inc.

Facility Operator: Stericycle, Inc.

Stericycle, Inc. is the owner and operator of the facility. This Certificate of Designation is specific to this owner and operator. The issuance of a new Certificate is required whenever the owner or operator of the facility changes.

Disposal Activities Permitted: The Stericycle Grand Junction facility is an unstaffed facility that temporarily stores and transfers regulated medical waste (RMW), Animal and Plant Health Inspection Service (APHIS) waste (regulated garbage), and non-hazardous pharmaceutical waste. Transfers are conducted in a truck-to-truck manner from smaller route trucks to larger transfer trailers under supervision of trained personnel. RMW and APHIS wastes transferred at the facility are typically transported to the Stericycle Dacono autoclave steam sterilization facility for treatment prior to eventual disposal. The Grand Junction facility operates up to 52 weeks a year, 7 days a week, 24 hours a day, as needed, to manage and process incoming medical waste. Normal business hours are 5:00 am to 5:00 pm, Monday through Friday.

The facility Owner and Operator are responsible for compliance with the Engineering Design and Operations Plan (EDOP with attachments) and any stand-alone plan approved by the Colorado Department of Public Health and Environment (the Department) at this time and as may be amended on consent or unilaterally at any time, including after closure, by the Department. Violation of the EDOP or other plan as so amended constitutes a violation of this Certificate of Designation. This certificate need not be amended upon EDOP amendment unless required by the City of Grand Junction or the Department. The facility Owner and Operator are also jointly responsible for compliance with the Solid Waste Act and the Regulations Pertaining to Solid Waste Sites and Facilities (the Regulations), sections 30-20-101 et seq and 6 CCR 1007-2 respectively.

Following the issuance of this certificate, the Department may approve revisions to these plans by unilateral action in accordance with Section 1.3.9 of the Regulations, so

long as such revisions are not in conflict with this certificate. As stated in Section 1.3.9, nothing precludes the City of Grand Junction from conducting its own independent review of any proposed changes to these plans. It is expected that the Department will coordinate with the City of Grand Junction to avoid the imposition of conflicting obligations on the facility.

Conditions Imposed by the City of Grand Junction:

1. The approval of the Certificate of Designation shall be subject to the improvements as shown on the approved Minor Site Plan contained in Community Development Department file CDS-2020-270 being completed, meeting applicable sections of GJMC 21.02.070(f).

Conditions Imposed by the Department:

The Act requires that the Department conduct a technical review of applications for a Certificate of Designation, resulting in a recommendation made by the Department to the local governing body as to approval or disapproval. Any technical conditions of approval made by the Department must be incorporated into the Certificate of Designation. Following are the Department's conditions incorporated into this certificate:

1. In accordance with Section 4 of the Solid Waste Regulations, third party cost estimates for closure must be submitted to the Department's Hazardous Materials and Waste Management Division (Division) within (60) days of the issuance of the CD. Once the closure cost estimates have been approved by the Division, the facility will have thirty (30) days to submit a financial assurance mechanism for review and approval.
2. Compliance with this CD requires the owner/operator comply with the attached EDOP and any future Department-approved EDOP conditions, including both Department approved amendments to the EDOP and Department-approved stand-alone plans necessary to comply with the Solid Waste Act and Regulations. Violation of the EDOP as so amended constitutes a violation of this CD. This CD need not be amended upon EDOP amendment unless required by the City of Grand Junction. CDPHE reserves the right to make unilateral modifications to the EDOP language and conditions at any time during the life of the facility, including during the post closure care period. CDPHE will attempt to consult with the City of Grand Junction prior to doing so.
3. In addition to complying with the Division's Solid Waste Regulations, the Facility must comply with all relevant federal, state, and local regulations, including but not limited to the appropriate requirements of the Division of Water Resources, the Water Quality Control Division, and the Air Pollution Control Division. This includes the USDA regulations on APHIS waste.

Adopted this 1st day of July 2020.

Duke Wortmann, Mayor

ATTEST:

City Clerk

Stericycle, Inc. Certificate of Designation

2332 I-70 Frontage Road

Kristen Ashbeck, Principal Planner
City Council – July 1, 2020







PARCEL ID: 2701-322-00-068
BRETEY WADE R

PARCEL ID: 2701-322-00-065
LETTER F MARIE

Transfer Trailer

Supply Trailer

Fire Truck Emergency Turn
Around area Minimum Turning
Radius 45.35 FT

Operations Area
(to be fenced with 6-ft high chain link
fence with open mesh)

PARCEL ID: 2701-322-19-001
SLACK RYAN

PARCEL ID: 2701-322-19-003
ESM HOLDINGS LLC

Building Use:
Special Purpose (2230)
Complete Dealership

23,112 Rfd

PARCEL ID: 2701-322-07-002
EQUIPMENT CO

PARCEL ID: 2701-322-26-001
CARVILLE ROYCE J

PARCEL ID: 2701-322-26-002
WOOMER FAMILY LLC

PARCEL ID: 2701-322-19-002
PMC GRAND JUNCTION LLC

Minimum Fire
Apparatus Road
Width 39.5 FT

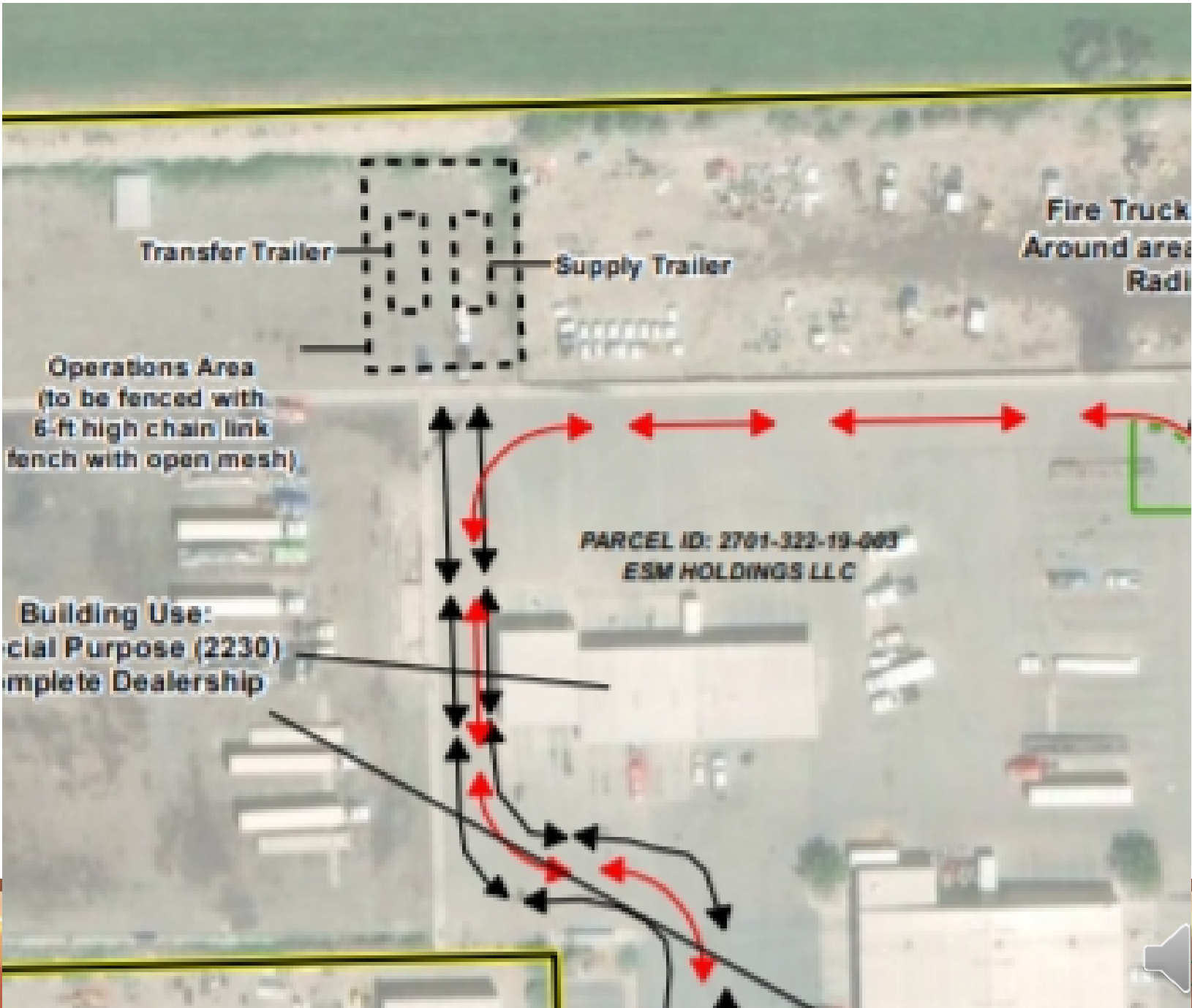
I-70 Frontage Rd
Site Access from
I-70 Frontage Road

CDPHE Review and Recommendation

- Cost estimates and a financial assurance mechanism for closure should it occur must be submitted to CDPHE for review and approval
- The applicant must comply with this CD and this or any amended Engineering and Design (EDOP)
- Operation of the facility shall comply with all relevant federal, state, and local regulations



City Review and Recommendation





Grand Junction City Council

Regular Session

Item #6.b.ii.

Meeting Date: July 1, 2020

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Kurt Carson, Wastewater Services Manager

Information

SUBJECT:

A Resolution to Create and Establish an Improvement District – Victor Drive Sanitary Sewer Improvement District SS-20

RECOMMENDATION:

Staff recommends the City Council adopt a resolution creating and establishing the Victor Drive Sanitary Sewer Improvement District SS-20.

EXECUTIVE SUMMARY:

A successful petition has been submitted and signed requesting a Sanitary Sewer Improvement District be created through the Septic System Elimination Program to construct a new sewer line on Victor Drive to serve two properties not currently connected into the sewer system.

BACKGROUND OR DETAILED INFORMATION:

On May 20, 2020, City Council passed a Resolution declaring its intent to create a Sewer Improvement District SS-20. This proposed sewer improvement district consists of 1 single-family property which is currently connected into a septic system at 705 Victor Drive, and one vacant lot with no septic system. The Resolution acknowledged receipt of the petition from the property owners and gave notice of a public hearing to be held on July 1, 2020 following a minimum 30-day minimum period.

This project will be constructed under the Septic System Elimination Program (SSEP) that was adopted by City Council and Mesa County Commissioners in May 2000. The SSEP provides financial assistance for property owners who wish to participate in

sewer improvement districts. This program authorizes the City and Mesa County to pay 30% of the improvement district cost for eligible owners to have sewer service extended to their property lines.

The items presented below are steps being taken with the current Council action:

1. Hold a public hearing to receive any questions regarding the validity of the submitted petition.
2. Consider a Resolution creating Sewer Improvement District SS-20.
3. Following creation of the sewer improvement district, a construction contract will be awarded to the apparent low bidder in the amount \$31,751.00.
4. Construction of the new sewer line within the sewer improvement district. Construction is expected to begin on or about July 15, 2020 and continue for 21 calendar days with completion in August 2020.
5. After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the sewer improvement district.
6. Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
8. The adopted Ordinance is published.
9. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at any time during the ten-year period.

FISCAL IMPACT:

The 2020 Adopted Budget for the Persigo Sewer Fund included a total of \$60,000 for sewer improvement districts. For this district, of the two benefiting properties one is eligible for 30% cost share and the other is not, therefore the Sewer Fund will be reimbursed a total of \$26,988 on the project through assessment of the properties.

Costs to be incurred within the limits of the proposed district boundaries are estimated to be \$31,751.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 38-20, a resolution creating and establishing Victor Drive Sanitary Sewer Improvement District No. SS-20, within the corporate limits of the City of Grand Junction, Colorado, authorizing the installation of sanitary sewer facilities and adopting details, plans and specifications for the same.

Attachments

1. Resolution
2. Summary Sheet
3. Map

RESOLUTION NO. _____

**A RESOLUTION CREATING AND ESTABLISHING
VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT NO. SS-20,
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION, COLORADO,
AUTHORIZING THE INSTALLATION OF SANITARY SEWER FACILITIES AND
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE SAME**

WHEREAS, on the 20th day of May, 2020, the City Council passed Resolution No. 30-20 declaring its intention to create Victor Drive Sanitary Sewer Improvement District No. SS-20, authorizing the City Engineer to prepare full details, plans and specifications for the installation of sanitary sewer improvements together with a map of the district lands to be assessed, and authorizing a Notice of Intention to Create said district; and

WHEREAS, the City Engineer has fully and strictly complied with the directions so given and has filed such specifications and map, all in accordance with said Resolution No. 30-20 and the requirements of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33; and

WHEREAS, the Notice of Intention to Create Victor Drive Sanitary Sewer Improvement District No. SS-20 was duly published as authorized by said Resolution No. 30-20.

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

1. That the details, plans and specifications and the map of the district lands prepared by the City Engineer are hereby approved and adopted.
2. That said Victor Drive Sanitary Sewer Improvement District No. SS-20 be, and the same is hereby, created and established; that the installation of certain sanitary sewer improvements therein be, and the same are hereby, authorized and directed in accordance with Chapter 28 of the Code of Ordinances, as amended, City Ordinance No. 178, as amended, and People's Ordinance No. 33.
3. That the installation of improvements for Victor Drive Sanitary Sewer Improvement District No. SS-20 shall be made by contract let to the lowest reliable and responsible bidder after public advertisement; except, that if it is determined by the City Council that the bids are too high, and that the authorized improvements can be efficiently made by the City, the City may provide that the construction shall be made under the direction and control of the City Manager by hiring labor by the day or otherwise, and by purchasing all necessary materials, supplies and equipment.
4. That the improvements in said Victor Drive Sanitary Sewer Improvement District No. SS-20 were duly ordered, after notice duly given, and that all conditions precedent

and all requirements of the laws of the State of Colorado, the Charter of said City, Ordinance No. 178, as amended, and People's Ordinance No. 33, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, have been strictly complied with.

5. That the description of the improvements to be constructed, the boundaries of said Victor Drive Sanitary Sewer Improvement District No. SS-20, the amounts estimated to be assessed, the number of installments and assessments, the time in which the costs shall be payable, the rate of interest on unpaid installments, and the manner of apportioning and assessing such costs, shall be as prescribed in Resolution No. 30-20 adopted for said District on the 20th day of May, 2020, and in accordance with the published Notice of Intention to Create said District.

Dated at Grand Junction, Colorado, this 1st day of July 2020.

**BY ORDER OF THE CITY COUNCIL
CITY OF GRAND JUNCTION, COLORADO**

By: _____
City Clerk

PASSED and **ADOPTED** this 1st day of July, 2020.

Attest:

C.E. Duke Wortmann
President of the Council

Wanda Winkelmann
City Clerk

OWNERSHIP SUMMARY

PROPOSED VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT SS-20

SCHEDULE NO.	OWNERSHIP	PROPERTY ADDRESS	ESMT REQ.?
2701-354-26-029	Karen Ann Rigg	Vacant parcel	N
2701-354-26-024	Kim & Kimberly Jessup	705 Victor Drive	N

BOUNDARY OF THE PROPOSED VICTOR DRIVE SANITARY SEWER IMPROVEMENT DISTRICT SS-20





Grand Junction City Council

Regular Session

Item #6.b.iii.

Meeting Date: July 1, 2020

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace Hochwalt, Associate Planner

Information

SUBJECT:

An Ordinance Rezoning the Arcadia North Subdivision from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street - [Staff Presentation](#)

RECOMMENDATION:

The Planning Commission heard this request at their June 9, 2020 meeting and voted 7-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

Property owners within the Arcadia North Subdivision are requesting a rezone of the entire Arcadia North Subdivision located at 700 through 709 Caleb Street from an R-4 (Residential, 4 units/acre) to an R-5 (Residential, 5.5 units/acre) zone district. The Arcadia North Subdivision is a 10-lot subdivision north of G Road and west of 25 ½ Road. The requested R-5 zone district is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium (4 to 8 units/acre).

BACKGROUND OR DETAILED INFORMATION:

The 10 parcels subject to this proposal are located at 700 through 709 Caleb Street, within the Arcadia North Subdivision. The Arcadia North Subdivision is a 10-lot subdivision that was platted and built out in 2005 and has an R-4 zoning designation. All lots in the subdivision contain a single-family residence on site. Property owners of the Arcadia North Subdivision have initiated a request to move forward with a proposed rezone to the R-5 zone district for the entire subdivision. The existing density of the Arcadia North Subdivision is 3.47 units per acre. This density

would conform to either the R-4 zone district (density between 2 and 4 units/acre) or the R-5 (density between 3 units and 5.5 units/acre). While the bulk and use standards for R-4 and R-5 are fairly similar, there are also some differences. R-4 allows for single-family and two-family (duplex) development, while the R-5 zone district allows for those, as well as multi-family development (as long as density requirements are being met).

Under the current zoning of R-4, there is a required rear yard setback of 25 feet for principal structures. Due to the general narrowness of the lots within the Arcadia North Subdivision, and how the lots have been built-out, all houses within the subdivision are at or within a few feet of the 25-foot rear yard setback. This hinders any rear-yard expansion of the residences within this subdivision. However, the R-5 zone district allows for a reduced rear-yard setback for principal structures of 15 feet. As such, the primary purpose for the rezone proposal from R-4 to R-5 is to give the owners within the subdivision the flexibility for the construction of improvements (structures) that would not otherwise be allowed to encroach into a rear yard setback.

The Comprehensive Plan Future Land Use Map identifies the property as Residential Medium (4 - 8 du/ac). Zone districts that implement the Residential Medium future land use category includes R-4 (Residential, 4 units/acre), R-5, R-8, R-12 and R-16 (Residential, 16 units/acre) (see ZDC 21.03.020(d)). The proposal of R-5 falls within this range, while the existing zoning of R-4 falls on the low end of the range.

It is notable that one of the applicants, Jana Franklin, whom is the property owner at 703 Caleb Street, had an addition constructed on to her home in 2017. This addition was unpermitted and encroaches into the existing 25-foot rear yard setback by approximately nine feet. Because the addition was unpermitted, Jana was cited with a notice of violation on the property, which is documented as City File Number COD-2018-13. To seek a remedy for this code violation, Ms. Franklin first sought out a variance to allow the addition to encroach into the setback. The variance was heard by the Zoning Board of Appeals in May of 2019, but the variance was denied by a vote of 2-1. As such, Jana decided to proceed with a rezone of the property as a possible remedy to her outstanding Notice of Violation, as the addition would be allowed within the R-5 zone district. After reaching out to all neighbors in the subdivision, the remaining property owners within the Arcadia North Subdivision, aside from the property owner at 709 Caleb Street, also submitted signed application forms to request the rezone their respective properties to the R-5 zone district.

The properties subject to this proposal are primarily surrounded by other residential uses. To the east is the Jesus Christ Church of Latter-Day Saints, to the west are underdeveloped large residential parcels zoned R-4, to the north is the recently platted 56-lot Aspen Valley Estates Subdivision (zoned R-4), and to the south are large tract residential lots followed by the Moonridge Falls subdivision platted in phases in the

1990's (zoned Planned Development with an approximate density of 2.3 units/acre).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on January 10, 2020 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. There were 11 attendees of the meeting, including the representative. City planning staff was also in attendance. Concerns at the meeting generally revolved around multi-family being allowed within the subdivision. However, attendees were informed that due to the current subdivision build-out and lot sizes, a rezone to R-5 would not allow additional units on any lots within the subdivision. Attendees were also informed that the primary impact that the rezone would have is that the rear-yard setback would be reduced from 25 feet to 15 feet, allowing more flexibility to add an addition the rear portion of the existing residences.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 29, 2020. The subject property was posted with an application sign on March 4, 2020 and notice of the public hearing was published June 2, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The Comprehensive Plan includes a Future Land Use Map which identifies the subject parcels as having a Residential Medium (4 to 8 units/acre) designation. Both the proposed zoning of R-5, as well as the existing zoning designation of R-4, are supported by the Future Land Use Map designation of Residential Medium. As such, staff has been unable to identify any subsequent event that has invalidated the original premises of the existing R-4 zoning.

A recent text amendment to the Zoning and Development Code occurred on November 20, 2019 that reduced the rear yard setback of the R-5 zone district from 25 feet to 15 feet. This text amendment is the primary reason for the subject proposal, as it would allow for greater flexibility for residential expansion in the rear yard. While the property owners subject to this proposal do not necessarily plan to expand on to their homes in the near-term, they all would like the flexibility to do so in the future, and do so in conformance with the bulk standards of the Zoning and Development Code. With that

said, the original subdivision approval and all permitted construction was in accordance with City codes.

Therefore, staff finds 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

As previously indicated, the proposal is for the rezone of the entire Arcadia North Subdivision, which was platted and built out in 2005. Since that time, there have been two major subdivisions platted and built-out or under construction nearby. Copper Creek North is an 84-lot subdivision with an R-8 (Residential, 8 units/acre) zoning designation that was completed in phases between 2016 and 2019. This subdivision is approximately a half-mile west of the subject proposal and is completely built out. In addition, adjacent to the north of the subject properties is the Aspen Valley Estates Subdivision. This is a 56-lot subdivision that was platted in 2019, with infrastructure recently completed and several houses now under construction. This subdivision holds an R-4 zoning designation.

Aside from the two projects indicated above, many of the surrounding properties were platted and developed prior to the development of the Arcadia North Subdivision, or they remain underdeveloped. Many of the underdeveloped sites in the immediate area retain an R-4 or R-5 zoning designation. Although a rezone to R-5 is supported by the Future Land Use Map which reflects a designation of Residential Medium (4-8 dwelling units/acre), Staff does not believe that the recent developments have changed the character or condition of the area 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

The subject properties are within an urbanizing area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with an R-5 zone district. The type and scope of land-use allowed within the R-5 zone district is similar in character and extent to the existing land-use of the subject properties and nearby properties (many of which are zoned R-4 and R-5). The subject properties are currently served by Ute water, Persigo Wastewater Treatment, and Grand Valley Power (electricity and natural gas). Although much of the adjacent property is zoned for medium density residential uses, there are commercial and employment opportunities such as retail, offices, and restaurants found nearby along 24 ½ Road and Patterson Road, about 1.5 miles southwest of the subject properties.

Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

While the rezone proposal does not constitute a major change in land-use of the subject properties, it does allow for greater flexibility in the rear yard setback. With that said, there is no evidence that there is an inadequate supply of suitably designated R-5 zoned land elsewhere in the community that would accommodate the proposed land use, as approximately 5.9% of property within the City is zoned R-5.

Based on these considerations, staff finds that this criterion is not met.

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

The Future Land Use designation of Residential Medium contemplates a mix of medium-density residential uses. Given that the Arcadia North Subdivision is already built out, the proposal will not change the density of the area. Absent any future redevelopment, the only tangible benefit that has been identified at this point by staff is that it will provide greater flexibility to the rear yard setback of the entire Arcadia North Subdivision. As such, staff finds this criteria has been met.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

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

Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

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

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy A: In making land use and development decisions, the City will balance the needs of the community.

Policy C: Increasing the capacity of housing developers to meet housing demand.

Goal 6: Land Use decisions will encourage preservation of existing buildings and their appropriate reuse.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Caleb Street Rezone, RZN-2020-117, to rezone the Arcadia North Subdivision from an R-4 (Residential, 4 units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district, the following findings of fact have been made:

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

Therefore, the Planning Commission recommends approval of the request to rezone the Arcadia North Subdivision from an R-4 (Residential, 4 units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4943, an ordinance rezoning Arcadia North Subdivision from R-4 (Residential - 4 du/ac) to R-5 (Residential - 5.5 du/ac), located at 700 through 709 Caleb Street on final passage and order final publication in pamphlet form.

Attachments

1. Application Packet
2. Neighborhood Meeting Documentation
3. Maps & Exhibits
4. Proposed Zoning Ordinance
5. Planning Commission Minutes - June 9, 2020 Meeting

General Project Report- Rezone

703 Caleb Street

Grand Junction, Colorado

Date: February 17, 2020

Prepared by: Kim Kerk, PM

Submitted to: City of Grand Junction

250 N. 5th Street

Grand Junction, CO 81501

Project: 701, 702, 703, 704, 705, 706, and 707 Caleb Street Rezone Application

Property Address: Arcadia North subdivision Caleb Street, Grand Junction, CO 81505

Tax Schedule No.:

702 Caleb St 2701-343-29-002 .19 Acres

703 Caleb St 2701-343-30-002 .18 Acres

704 Caleb St 2701-343-29-003 .19 Acres

705 Caleb St 2701-343-30-003 .18 Acres

706 Caleb St 2701-343-29-004 .19 Acres

707 Caleb St 2701-343-30-004 .18 Acres

I. Introduction/Site History

A. Project Description:

701, 702, 703, 704, 705, 706, and 707 Caleb St. parcels consists of approximately .18 or .19 acres as described above. Located within the Arcadia North subdivision which is located west of 25 1/2 Rd, with the subdivision entrance located on the north side of G Road.

B. The Intent

At this time, the applicants are requesting approval for a rezone of their parcels from Residential R-4 (R-4) to Residential- 5 (R-5). This rezone request is compatible with the existing and planned development neighborhoods in the vicinity of the proposed use.

C. Neighbors

A neighborhood meeting was held on January 10, 2020 at 703 Caleb St, Grand Junction, CO. Documentation of the meeting is attached to the Caleb Street rezone application. Neighbors were provided with Development Applications and Ownership Statements to complete if they were in favor of the rezone. Additionally, included with this submittal are the required documents from 6 of the 10 neighbors, the majority, who support the rezone from R-4 to R-5.

D. Zoning and Surrounding Areas

1. The parcel is currently zoned R-4 with a Growth Plan land use classification of Residential Medium (4-8 dwelling units per acre).
2. Surrounding areas:
 - North – Single family homes – new development zoned R-4
 - South – Single family homes zoned R-5, as well as a PD subdivision
 - West – 7+ acre, single family home on a lot zoned R-4
 - East – Church of Jesus Christ of Latter-Day Saints
3. All driveways were constructed in conformance with current City of Grand Junction standards and specifications and traffic will enter the parcel directly from G Road.
4. Sewer - Persigo Wastewater Treatment Facility and serviced by City Sewer.
Water - Ute Water Conservancy District
Gas - Xcel Energy
Electric – GVP
5. This project will cause no special or unusual demands on utilities as all homes are built and additional lot(s) are not available.
6. The impact on public facilities (i.e. schools, fire, police, roads, parks, etc.) is not applicable.
7. & 8. Hours of operation and number of employees is not applicable.
9. Signage plans are not applicable.

10. All soils found at the site are typical of the vicinity. The Natural Resources Conservation Service identifies Sagrlite loam as the primary soil composition in the area of the subject property. NCRS Report is attached to this submittal. In addition, the report revealed that there are no significant factors that might deter normal construction practices for utility installation or foundation excavation (*although none is planned with this application).

11. Impact of project on geology is not applicable for this application.

E. Approval Criteria (Code amendment and rezoning – GJMC 21.02.140):

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

1. *The subsequent events have invalidated the original premises and findings; and/or*

The recently amended R-5 zoning setbacks were subsequent to the building of this subdivision. Because the R-5 Zoning setbacks have been amended to 15', requesting a rezone from R-4 to R-5 not only allows Jana Franklin, (703 Caleb St), to meet the setbacks and retain her sunroom addition, it allows the neighbors the same option as well. hence it MEETS this requirement.

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

The character of this neighborhood has changed such that the neighbors realize they have an option that is available that would allow them to add on a sunroom or similar improvements to their property. There is an applicable Future Land Use designation of Residential Medium (RM) that allows for R-5 Zoning.

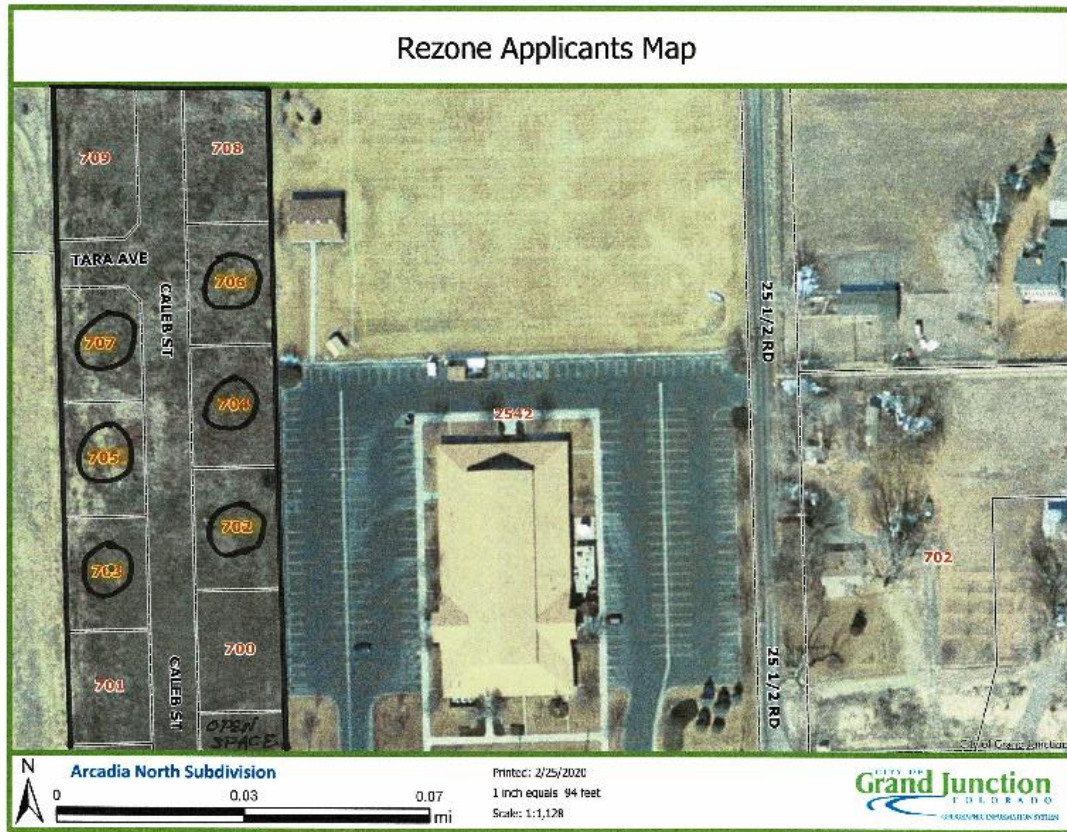
The proposed rezone to R-5 is compatible with the surrounding area and the growth plan designation of RM; the attached area zoning map depicts R-4, R-5 and PD in the vicinity of this neighborhood.

If the R-5 rezone request is approved, the rear yard setbacks would be reduced from 25' to 15'. The density however cannot increase as the lot sizes do not meet the minimum requirements to allow multi-family units. Even if a lot were to become vacant in the future for any reason, a multi-family unit would not be allowed.

hence it MEETS this requirement.

3. *Public and community facilities are adequate to serve the type and scope of land use proposed; and/or*
Adequate public and community facilities are available to serve the type and scope of land use that is being proposed as this subdivision will not be adding any additional homes. hence it MEETS this requirement.
4. *An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or*
This property is identified by the applicant as suitable for this zoning request. The Future Land Use Zoning on this property is Residential Medium which designates R-5 as an appropriate for zoning or rezoning to R-5.
5. *The community or area, as defined by the presiding body will derive benefits from the proposed amendment;*
**Simply put this request allows some additional choices on an existing neighborhood without changing the density. This area will derive benefits from the proposed rezone by adding additional enjoyment to their property and increasing their property values.
This property is identified by the applicant as suitable for this development. To the applicant's knowledge, no other reasonable site is available.
hence it MEETS this requirement.**
- F. Development Schedule and Phasing is not applicable for this application.

ATTACHMENT "A"



LOCATION MAP

Kim Kerk Land Consulting & Development, LLC
529 25 ½ Rd. B 108 Grand Junction, CO 81505

December 24, 2019

VIA: US MAIL

To: Adjacent Property Owners

RE: Rezone Application

703 Caleb Street, Grand Junction, CO
81505

Dear Land Owner:

The above referenced property is subject to a pending Rezone Application to change the zoning to R-5 on the property located at 703 Caleb Street, Grand Junction, CO 81505. The subdivision in which the subject property is located is currently zoned R-4 (residential-4 dwelling units per acre). Pursuant to Section 21.02.080 of the Zoning and Development Code, a Neighborhood meeting must be held. The meeting will be held at 5:30 pm on Friday, January 10th, 2020, at 703 Caleb Street, Grand Junction, CO 81505.

The neighborhood is encouraged to join us, to review and allow us to address any questions that you may have. If you require any additional information prior to the meeting, please do not hesitate to contact me at 970-640-6913.

Thank you,

Kim Kerk, PM

Kim Kerk, Land Consulting & Development, LLC

January 10, 2020 at 6:00pm

Neighborhood Meeting Minutes

Caleb St Rezone

A neighborhood meeting was held on January 10, 2020 at 702 Caleb St. There were 11 people including myself and Jace Hochwalt, planner City of GJ.

The Pros and Cons were a large part of the discussion.

Questions:

1. Will multi-family units be allowed with the R-5 zoning on this subdivision?

Jace Hochwalt assured the neighbors that even though an R-5 zoning allows multi-family units, the lots do not meet the minimum size requirements needed to build multi-family units. Jace also informed them that an Accessory Dwelling Unit is allowed under the current zoning of R-4 and would still be allowed in the R-5 zone district.

Kim Kerk also informed the neighbors that they could restrict building to only allow single-family homes in Arcadia North by amending their existing covenants to state that. The neighbors discussed at length the format required to hold an HOA meeting and the voting process to amend their CC&Rs.

2. Will property taxes increase with a rezone from R-4 to R-5?

Taxes are not based on zoning, they are based on land use, Residential, Commercial, Agricultural and Industrial.

3. Neighbors asked if they could attend Planning Commission and City Council meetings?

Jace said yes and you will receive a post card notifying you of the dates of the hearings.

4. What will actually change in our subdivision if we rezone to R-5?

The only change that will affect your subdivision will be the setbacks reduced from 25' to 15'.

Jace provided the chart that shows the comparison of R-4 and R-5 requirements.

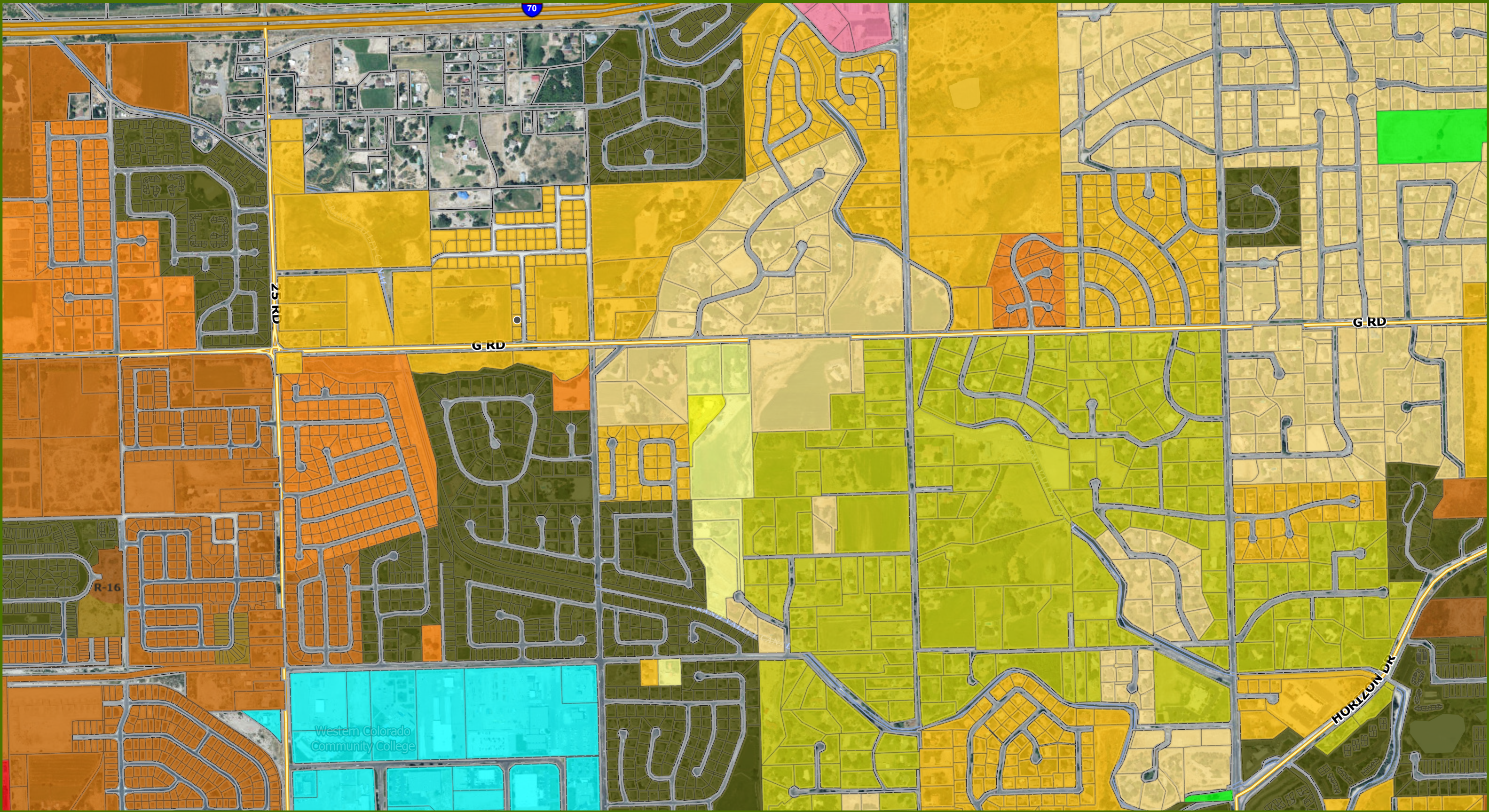
Jace reiterated the multi-family requirements cannot be met on the lot sizes in Arcadia North.

Kim Kerk, Land Consulting & Development, LLC

Kim Kerk gave the neighbors her business card, a Development Application and the Statement of Authority forms. The original forms were to be returned to Kim Kerk by mail or dropped off.

Meeting was adjourned at 7:20.

Area Zoning 703 Caleb St

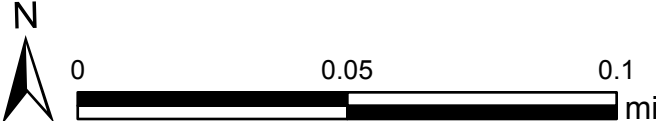


Printed: 2/21/2020
1 inch equals 752 feet
Scale: 1:9,028

Future Land Use



City of Grand Junction



Printed: 2/25/2020
1 inch equals 188 feet
Scale: 1:2,257



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	<input type="text" value="Single Family Land"/>	Existing Zoning	<input type="text" value="RSF-4"/>
Proposed Land Use Designation	<input type="text" value="Single Family Land"/>	Proposed Zoning	<input type="text" value="RSF-5"/>

Property Information

Site Location: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application: Date:

Signature of Legal Property Owner: Date:

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) William A Garrison Mary Lue Garrison, am the owner of the following real property:

(b)

[Empty rectangular box for property description]

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

I am the sole owner of the property.

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

[Empty rectangular box for other owners]

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

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) _____

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: William A Garrison Mary Lue Garrison

Printed name of owner: William and Mary Garrison

State of COLORADO)

County of MESA) ss.

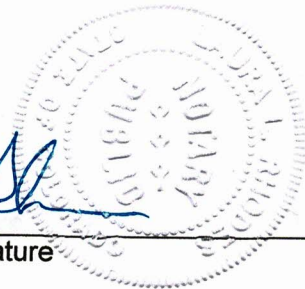
Subscribed and sworn to before me on this 18th day of May, 20 20

by Laura Rhodes LAURA L. RHODES

Witness my hand and seal.

My Notary Commission expires on 5-18-2022

Laura Rhodes
Notary Public Signature



Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Robert Pietro
Kana Pietro

Date 05/18/2020

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 <input type="text" value="Single Family Land"/>	Existing Zoning <input type="text" value="RSF-4"/>
Proposed Land Use Designation <input type="text" value="Single Family Land"/>	Proposed Zoning <input type="text" value="RSF-5"/>

Property Information

Site Location: <input type="text" value="702 Caleb St."/>	Site Acreage: <input type="text" value="0.7 acres"/>
Site Tax No(s): <input type="text" value="2701-343-29-002"/>	Site Zoning: <input type="text" value="RSF-4"/>
Project Description: <input type="text" value="703 Caleb Street Rezone"/>	

Property Owner Information

Applicant Information

Representative Information

Name: <input type="text" value="LYNDEN BARBARA BENOIT"/>	Name: <input type="text" value="Jana Franklin"/>	Name: <input type="text" value="Kim Kerk"/>
Street Address: <input type="text" value="702 Caleb Street"/>	Street Address: <input type="text" value="703 Caleb Street"/>	Street Address: <input type="text" value="529 25 1/2 Rd, B-108"/>
City/State/Zip: <input type="text" value="GJ, CO 81505"/>	City/State/Zip: <input type="text" value="GJ, CO 81505"/>	City/State/Zip: <input type="text" value="GJ, CO 81505"/>
Business Phone #: <input type="text"/>	Business Phone #: <input type="text" value="970-234-1351"/>	Business Phone #: <input type="text" value="970-640-6913"/>
E-Mail: <input type="text" value="findtrush2016@gmail.com"/>	E-Mail: <input type="text" value="janafranklin@yahoo.com"/>	E-Mail: <input type="text" value="kimk355@outlook.com"/>
Fax #: <input type="text"/>	Fax #: <input type="text"/>	Fax #: <input type="text"/>
Contact Person: <input type="text" value="Kim Kerk"/>	Contact Person: <input type="text" value="Kim Kerk"/>	Contact Person: <input type="text" value="Kim Kerk"/>
Contact Phone #: <input type="text" value="970-640-6913"/>	Contact Phone #: <input type="text" value="970-640-6913"/>	Contact Phone #: <input type="text" value="970-640-6913"/>

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 <input type="text" value="Kim Kerk"/>	Date <input type="text" value="01-17-20"/>
Signature of Legal Property Owner <input type="text" value="Lynden Barbara Benoit"/>	Date <input type="text" value="01-28-20"/>

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) LYNDEW B BENOIT, am the owner of the following real property:

(b) BARBARA J. BENOIT

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

I am the sole owner of the property.

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

I have reviewed the application for the (d) RE ZONE TO R-5 pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) NO CONFLICTS

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: [Signature]

Printed name of owner: LYNDEW B BENOIT (and) BARBARA J BENOIT

State of COLORADO

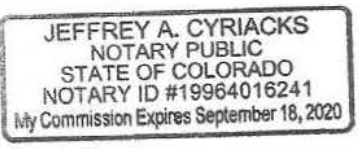
County of MEGA ss.

Subscribed and sworn to before me on this 20 day of January, 2020

by LYNDEW B. BENOIT & BARBARA J. BENOIT

Witness my hand and seal.

My Notary Commission expires on 9/18/2020



[Signature]
Notary Public Signature

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 <input type="text" value="Single Family Land"/>	Existing Zoning <input type="text" value="RSF-4"/>
Proposed Land Use Designation <input type="text" value="Single Family Land"/>	Proposed Zoning <input type="text" value="RSF-5"/>

Property Information

Site Location: <input type="text" value="703 Caleb Street"/>	Site Acreage: <input type="text" value="0.18 ac"/>
Site Tax No(s): <input type="text" value="2701-343-30-002"/>	Site Zoning: <input type="text" value="RSF-4"/>
Project Description: <input type="text" value="703 Caleb Street Rezone"/>	

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 <input type="text" value="Kim C. Kerk"/>	Date <input type="text" value="12/12/19"/>
Signature of Legal Property Owner <input type="text" value="Jana Franklin"/>	Date <input type="text" value="12/12/19"/>

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	Single Family Land	Existing Zoning	RSF-4
Proposed Land Use Designation	Single Family Land	Proposed Zoning	RSF-5

Property Information

Site Location: 704 Caleb Street.	Site Acreage: .19 acres
Site Tax No(s): 2701-343-29-003	Site Zoning: RSF-4
Project Description: 703 Caleb Street Rezone	

Property Owner Information

Applicant Information

Representative Information

Name: Gary & Krisandra Riegel Street Address: 704 Caleb Street City/State/Zip: GJ, CO 81505 Business Phone #: E-Mail: riegelk@icloud.com Fax #: Contact Person: Kim Kerk Contact Phone #: 970-640-6913	Name: Jana Franklin Street Address: 703 Caleb Street City/State/Zip: GJ, CO 81505 Business Phone #: 970-234-1351 E-Mail: janafranklin@yahoo.com Fax #: Contact Person: Kim Kerk Contact Phone #: 970-640-6913	Name: Kim Kerk Street Address: 529 25 1/2 Rd, B-108 City/State/Zip: GJ, CO 81505 Business Phone #: 970-640-6913 E-Mail: kimk355@outlook.com Fax #: Contact Person: Kim Kerk Contact Phone #: 970-640-6913
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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	<i>Kim Kerk</i>	Date	01-17-20
Signature of Legal Property Owner	<i>Gary & Krisandra Riegel</i>	Date	2-6-20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Gary L Riegel, am the owner of the following real property:

(b) LOT 3 BLK 1 ARCADIA NORTH SUB SEC 34 1N 1W & AN UNDIV INT IN TRACT A BLK 1 AND TRACT B BLK 2 - 0.20AC
Parcel Number 2701-343-29-003

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

I am the sole owner of the property.

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

Krisandra L Riegel

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

Gary L Riegel

Printed name of owner: Gary L Riegel

State of Colorado)

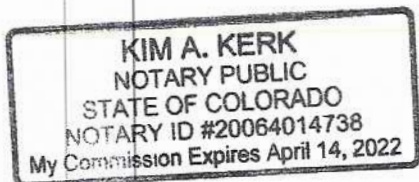
County of Mesa) ss.

Subscribed and sworn to before me on this 6th day of February, 2020

by GARY L. RIEGEL

Witness my hand and seal.

My Notary Commission expires on April 14, 2022



Kim A. Kerk
Notary Public Signature

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Krisandra L Riegel, am the owner of the following real property:

(b) LOT 3 BLK 1 ARCADIA NORTH SUB SEC 34 1N 1W & AN UNDIV INT IN TRACT A BLK 1 AND TRACT B BLK 2 - 0.20AC
Parcel Number 2701-343-29-003

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

- I am the sole owner of the property.
- I own the property with other(s). The other owners of the property are (c):

Gary L Riegel

I have reviewed the application for the (d) rezoning 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: Krisandra L Riegel

Printed name of owner: Krisandra L Riegel

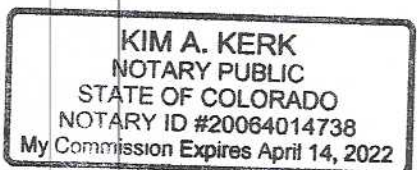
State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 6th day of February, 2020
by KRISANDRA L RIEGEL

Witness my hand and seal.

My Notary Commission expires on April 14, 2022



Kim A. Kerk
Notary Public Signature

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	<input type="text" value="Single Family Land"/>	Existing Zoning	<input type="text" value="RSF-4"/>
Proposed Land Use Designation	<input type="text" value="Single Family Land"/>	Proposed Zoning	<input type="text" value="RSF-5"/>

Property Information

Site Location: Site Acreage:
 Site Tax No(s): Site Zoning:
 Project Description:

Property Owner Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

Applicant Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

Representative Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

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

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

Signature of Person Completing the Application: Date:
 Signature of Legal Property Owner: Date:

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Amanda J Jacobson, am the owner of the following real property:

(b) 705 Caleb Street, Grand Junction CO 81505
Lot 3 in
Block 2 of Arcadia North Subdivision

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

I am the sole owner of the property.

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

[Empty box for listing other owners]

I have reviewed the application for the (d) Rezoning 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: *Amanda J Jacobson*

Printed name of owner: Amanda J Jacobson

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 4th day of February, 20 20
by Amanda J. Jacobson

Witness my hand and seal.

My Notary Commission expires on 04/14/2022

Kimberly Kerk
Notary Public Signature

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	<input type="text" value="Single Family Land"/>	Existing Zoning	<input type="text" value="RSF-4"/>
Proposed Land Use Designation	<input type="text" value="Single Family Land"/>	Proposed Zoning	<input type="text" value="RSF-5"/>

Property Information

Site Location:	<input type="text" value="706 Caleb St."/>	Site Acreage:	<input type="text" value=".198 AC"/>
Site Tax No(s):	<input type="text" value="2701-343-29-004"/>	Site Zoning:	<input type="text" value="RSF-4"/>
Project Description:	<input type="text" value="703 Caleb Street Rezone"/>		

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	<input type="text" value="Kim Kerk"/>	Date	<input type="text" value="01-17-20"/>
Signature of Legal Property Owner	<input type="text" value="James Peterson III"/>	Date	<input type="text" value="2/12/20"/>

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) James Peterson, III, am the owner of the following real property:

(b) 706 Caleb St Grand Junction, CO 81505

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

I am the sole owner of the property.

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

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

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

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

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

Owner signature as it appears on deed: *James Peterson, III*

Printed name of owner: James Peterson, III

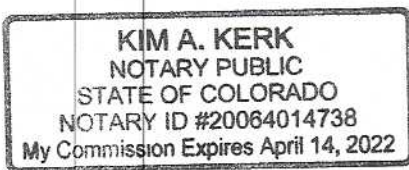
State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 12th day of February, 20 20
by James Peterson, III

Witness my hand and seal.

My Notary Commission expires on 04/14/2022



Kim A. Kerk
Notary Public Signature

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Laura Lea Rhodes, am the owner of the following real property:

(b) 707 Caleb St., Grand Junction, CO 81505
Parcel # 2701-343-29-004

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

I am the sole owner of the property.

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

[Empty box for other owners]

I have reviewed the application for the (d) Zoning change to R-5 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: [Signature]

Printed name of owner: Laura Lea Rhodes

State of Colorado)

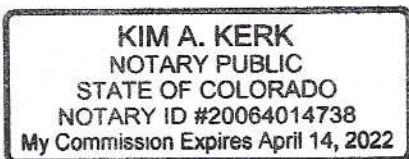
County of Mesa) ss.

Subscribed and sworn to before me on this 27th day of January, 2020
by Laura Lea Rhodes

Witness my hand and seal.

My Notary Commission expires on 04/14/2022

[Signature]
Notary Public Signature



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 <input style="width: 280px;" type="text"/>	Existing Zoning <input style="width: 220px;" type="text"/>
Proposed Land Use Designation <input style="width: 280px;" type="text"/>	Proposed Zoning <input style="width: 220px;" type="text"/>

Property Information

Site Location: <input style="width: 420px;" type="text" value="708 Caleb Street"/>	Site Acreage: <input style="width: 240px;" type="text" value="0.23"/>
Site Tax No(s): <input style="width: 420px;" type="text" value="2701-343-29-0025"/>	Site Zoning: <input style="width: 240px;" type="text" value="R-4"/>
Project Description: <input style="width: 780px;" type="text" value="Request a variance of a rear yard setback for a single family home."/>	

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

I, (a) Travis and Alexis Brown, am the owner of the following real property:


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

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

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

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

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

Owner signature as it appears on deed: 

Printed name of owner: Travis and Alexis Brown

)

) ss.

Subscribed and sworn to before me on this 17th day of May, 20 20

by LAURA L. RHODES

Witness my hand and seal.

Notary Public Signature





My commission Expires 5-18-2022

2/3

2322229 BK 4178 PG 496
06/12/2006 03:52 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee \$33.90

WARRANTY DEED

THIS DEED, Made this 7th day of June, 2006 between

Stremel Homes, LLC
of the County of Mesa and State of COLORADO, grantor, and

William A. Garrison and Mary Lue Garrison

whose legal address is ~~700 Caleb St., Grand Junction, CO 81506;~~

2500 Grand Ave # 303 Glenwood Spgs CO 81601
of the County of Mesa, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's, (\$339,000.00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

33.90

Lot 1,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

also known by street and number as 700 Caleb St., Grand Junction, CO 81506

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the 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 grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated **May 4, 2006**, between the parties..

The grantor 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 the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

[Signature]
Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} SS:

The foregoing instrument was acknowledged before me this 7th day of June, 2006 by Stephen M. Stremel, as Manager of Stremel Homes, LLC



Witness my hand
My Commission

[Signature]
Notary Public



After Recording Return to:
Robert Pietro
Deana Pietro
701 Caleb Street
Grand Junction, CO 81505

WARRANTY DEED

This Deed, made April 28, 2010

Between **Joan M. Anzelmo** of the County Mesa, State of COLORADO, grantor(s) and **Robert Pietro and Deana Pietro**, as Joint Tenants whose legal address is 701 Caleb Street, Grand Junction, CO 81505 County of Mesa, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **TWO HUNDRED FORTY-ONE THOUSAND AND 00/100 DOLLARS (\$241,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, State of COLORADO described as follows:

Lot 1 in Block 2 of
Arcadia North Subdivision.

County of Mesa, State of Colorado

also known by street and number as **701 Caleb Street, Grand Junction, CO 81505**

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

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated March 31, 2010, between the parties.**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:



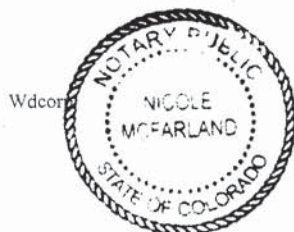
Joan M. Anzelmo

STATE OF COLORADO
COUNTY OF MESA

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me **April 28, 2010** by **Joan M. Anzelmo**.

Witness my hand and official seal.



My Commission Expires 12/02/2012



Notary Public
My Commission expires:

ESCROW NO. 460-H0272582-097-NMC



2/3

WARRANTY DEED

THIS DEED, Made this 23rd day of February, 2007 between

Stremel Homes, LLC

of the County of Mesa and State of COLORADO, grantor, and

Lynden Bruce Benoit and Barbara Jean Benoit

whose legal address is **702 Caleb ST, Grand Junction, CO 81505,**

of the County of Mesa, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Three Hundred Thirty-Seven Thousand Dollars and NO/100's, (\$337,000.00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 2,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

also known by street and number as 702 Caleb ST, Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the 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 grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated **February 2, 2007**, between the parties..

The grantor 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 the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} ss:

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by **Stephen M. Stremel, as Manager of Stremel Homes, LLC**

Notary Public

Witness my hand and
My Commission



My Commission Expires 04/26/2009
County of Mesa

\$ 33.70



U0023034

WARRANTY DEED

THIS DEED, made this February 10, 2011, between DEAN H. VANGUNDY, whose address is 645 4th Avenue, Grand Junction, County of Mesa, State of Colorado, grantor, and Jana L. Franklin, whose legal address is 703 Caleb Street, Grand Junction, CO 81506, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of TEN and no/100 DOLLARS, and other good and valuable consideration, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee and her heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado, described as follows:

Lot 2, Block 2, Arcadia North Subdivision, County of Mesa, State of Colorado

also known by street and number as: 703 Caleb Street, Grand Junction, CO 81506.

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

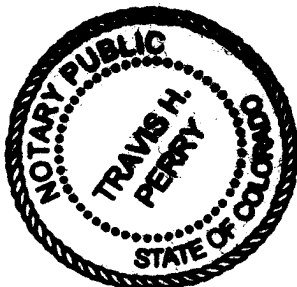
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee and her heirs and assigns forever. The grantor, for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee and her heirs and assigns, against all and every person or persons claiming the whole or any part thereof, except subject to covenants, easements and restrictions of record, and subject to general property taxes for the year in which this deed was executed.

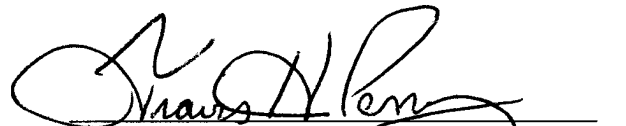
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


DEAN H. VANGUNDY

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me by DEAN H. VANGUNDY on February 10, 2011.




NOTARY PUBLIC
My Commission expires: October 31, 2013

2/4

2330794 BK 4216 PG 569
08/02/2006 10:50 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee \$34.99

WARRANTY DEED

THIS DEED, Made this ^{27th} day of July, 2006 between

Stremel Homes, LLC
of the County of Mesa and State of COLORADO, grantor, and

Gary L. Riegel and Krisandra L. Riegel

whose legal address is 704 Caleb Street, Grand Junction, CO 81506,

of the County of Mesa, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of ~~Three Hundred Forty Nine Thousand Dollars and 00/100 (\$349,000.00)~~ ^{Three Hundred Forty Nine Thousand} ~~Three Hundred Forty Nine Thousand~~ ^{Nine Hundred and 00/100 (\$349,900.00)}

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 3,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

also known by street and number as 704 Caleb Street, Grand Junction, CO 81506

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the 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 grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated June 30, 2006, between the parties..

The grantor 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 the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

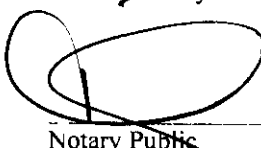
SELLER

Stremel Homes, LLC

Stephen M. Stremel, as Manager

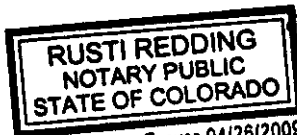
STATE OF COLORADO
COUNTY OF Mesa

The foregoing instrument was acknowledged before me this ^{27th} day of July, 2006 by Stephen M. Stremel, as Manager of Stremel Homes, LLC



Notary Public

Witness my hand and official seal.
My Commission expires:



My Commission Expires 04/26/2009
County of Mesa

34.70

WOG/KUSZ



2/3
33.90
UTC COLORADO
0022483

WARRANTY DEED

THIS DEED, Made this **23rd** day of **February**, 2007 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

Amanda J. Jacobson

whose legal address is: **705 Caleb Street, Grand Junction, CO 81505**,
of the County of **Mesa**, State of **Colorado**, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's (**\$339,000.00**) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 3 in
Block 2 of
ARCADIA NORTH SUBDIVISION,

Mesa County,
State of Colorado.

also known by street and number as **705 Caleb Street, Grand Junction, CO 81505**

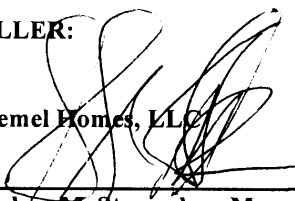
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated **January 20, 2007**, between the parties.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:



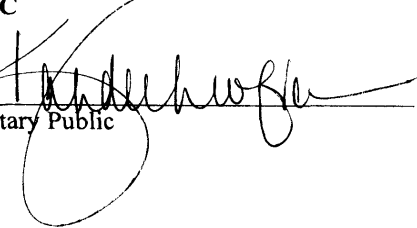
Stephen M. Stremel, as Manager

STATE OF **COLORADO**
COUNTY OF **Mesa**

} SS:

The foregoing instrument was acknowledged before me this **23rd** day of **February**, 2007 by **Stephen M. Stremel, as Manager of Stremel Homes, LLC**

K. VANDERHOOFVEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/23/2010



Notary Public

Witness my hand and official seal
My Commission expires:

213

WARRANTY DEED

2293338 BK 4062 PG 717
12/21/2005 12:07 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee \$34.50

THIS DEED, Made this December 15, 2005 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

James E. Peterson III

whose legal address is: 706 Caleb Street, Grand Junction, CO 81505

of the County of Mesa, State of Colorado, grantee(s).

WITNESSETH, That the grantor for and in consideration of the sum of THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows::

Lot 4,
Block 1, Arcadia North,

County of Mesa,
State of Colorado.

also known by street and number as 706 Caleb Street, Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 so ever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated November 11, 2005, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

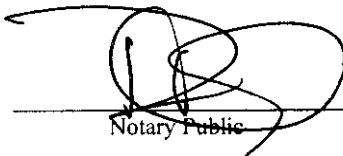
Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

}SS:

The foregoing instrument was acknowledged before me this December 15, 2005, by Stephen M. Stremel, as Manager of Stremel Homes, LLC

Witness my Hand and Official Seal
My Commission expires:


Notary Public

RUSTI REDDING
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/26/2009
County of Mesa



U0007684

MAR-27-2007 TUE 04:33 PM

FAX NO.

P. 02

WARRANTY DEED

THIS DEED, Made this 28th day of March, 2007 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

Laura Lea Rhodes

whose legal address is: 707 Caleb St., Grand Junction, CO 81505,

of the County of Mesa, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's (\$339,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 4 in
Block 2 of
ARCADIA NORTH SUBDIVISION,

Mesa County,
State of Colorado,
also known by street and number as 707 Caleb St., Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the 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 promises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the enclosing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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 soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated February 23, 2007, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} SS:

The foregoing instrument was acknowledged before me this 28th day of March, 2007 by Stephen M. Stremel, as Manager of Stremel Homes, LLC

Notary Public

Witness my hand and official seal.
My Commission expires:



My Commission Expires 04/26/2009
County of Mesa

WDPHOTO

File No. U0023931
Warranty Deed (For Photographic Record)



22

RECEPTION#: 2920989, at 4/16/2020 3:38:27 PM, 1 of 1

Recording: \$13.00, Doc Fee \$42.00 Tina Peters, Mesa County, CO. CLERK AND RECORDER



State Documentary Fee
Date: April 16, 2020
\$42.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **RICHARD A. HENDERSON AND DEBRA J. HENDERSON**, whose street address is **708 CALEB STREET, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$420,000.00) ***Four Hundred Twenty Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **TRAVIS BROWN AND ALEXIS BROWN**, as Joint Tenants whose street address is **708 CALEB STREET, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of Colorado, to wit:

LOT 5 IN BLOCK 1 OF ARCADIA NORTH SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **708 CALEB STREET, GRAND JUNCTION, CO 81505**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **April 16, 2020**.

RICHARD A. HENDERSON

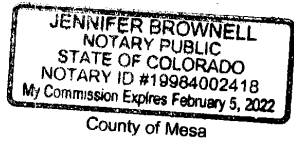
DEBRA J. HENDERSON

State of **Colorado**)
) ss.
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **April 16th, 2020** by **RICHARD A. HENDERSON AND DEBRA J. HENDERSON**

Witness my hand and official seal

My Commission expires: 2/5/22
Notary Public



When recorded return to: **TRAVIS BROWN AND ALEXIS BROWN**
708 CALEB STREET, GRAND JUNCTION, CO 81505



Jace Hochwalt

From: Jace Hochwalt
Sent: Wednesday, June 3, 2020 12:49 PM
To: Susan
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Susan,

I appreciate your response and don't hesitate to reach out if you have any further questions.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

City Hall is currently closed to the public on Tuesdays and Thursdays. City Hall will be open on Mondays, Wednesdays, and Fridays, however, we encourage you to conduct business online, by phone or by appointment as possible. I will be available by email and phone during regular work hours.

From: Susan <sspaur@cox.net>
Sent: Tuesday, June 2, 2020 6:17 PM
To: Jace Hochwalt <jaceh@gjcity.org>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

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

We understand the city's position, Jace.

I appreciate your time and prompt responses.

Susan

Susan M. Spaur, CPA
Member/Manager
Spaur Financial Services, LLC
PO Box 12408
Tempe, AZ 85284
Phone: 480-785-7185
Fax: 480-940-9154

This communication is intended solely for the person to whom it is addressed; no one else should rely on the tax advice provided herein. The person to whom this advice is addressed is under no obligation to keep the advice or matters related to the advice confidential.

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately by replying to this message and destroy all copies of this message and any attachments. Further, if you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution of this message, or the taking of any action based on it is strictly prohibited. Thank You!

From: Jace Hochwalt [<mailto:jaceh@gjcity.org>]
Sent: Tuesday, June 2, 2020 3:37 PM
To: Susan <sspaur@cox.net>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Hello again Susan,

I am just following up on the email I sent out to you last Thursday (which is below). As I indicated in my first email correspondence, we are moving forward with a rezone of the entire Arcadia North Subdivision, which is inclusive of the property at 709 Caleb Street. This proposal is scheduled for Planning Commission hearing on Tuesday, June 9th and City Council hearing on Wednesday, July 1st. Did you have any follow-up questions, concerns, or opposition to this proposal after the explanation I gave? Please let me know if you have any further thoughts on the proposal.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

From: Jace Hochwalt
Sent: Thursday, May 28, 2020 5:14 PM
To: Susan <sspaur@cox.net>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Hi Susan,

It is Mr. Hochwalt but I appreciate you checking. I attempted to call the phone number in your signature line (480-940-7185) but just got your answering machine so will just respond to this email. The R-4 zone district allows for single-family and duplex housing uses, whereas the R-5 zone district allows for single, duplex, and multi-family housing. With that said, there are certain density standards that need to be met for duplex and multi-family to even be an option. All lots in the Arcadia North Subdivision are too small to accommodate any multi-family use (or duplex for that matter). For a 3-unit apartment complex in the R-5 zone district, the lot size would need to equate to approximately ½ an acre. All lots within the Arcadia North Subdivision are less than ¼ an acre. The only way multi-family can be accommodated is if a few (or several) of the property owners demolished the existing homes, consolidated lots, and built a small apartment.

While the City does not regulate or enforce private HOA CC&R's, it did sound like Jana and the property owners were planning to revise the CC&R's to make sure there would be no multi-family or duplex uses allowed. I would ask that you talk with Jana (or the other property owners) directly to confirm that.

From the staff perspective, only 6 of the 10 property owners originally submitted for a rezone. As such, we moved forward with the rezone of just those six to R-5, and the other four lots would retain the R-4 designation. However, over the course of the last week, three more owners have submitted as well. As such, we feel that it is in the public's interest

to rezone the entire 10-lot subdivision to keep things consistent, and not leave one lot out of the mix. Hopefully this clarifies things a bit for you, but I am happy to answer any follow-up questions you may have.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

From: Susan <sspaur@cox.net>
Sent: Thursday, May 28, 2020 4:08 PM
To: Jace Hochwalt <jaceh@gjcity.org>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

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

Mr/Ms Hochwalt (My apologies I am unsure how to address you),

Thank you for your information. The biggest concern we had was from the information I read showing that the R-5 allows for multi-family housing. According to Jana Franklin, if I am understanding correctly, something is to be done through the homeowner association CC&Rs to prevent that.

I am hearing impaired and getting a lot of information third hand and was originally given a very tight deadline for a decision and notarized paperwork. So I am a little confused.

If there is any more clarity you can provide to the multi-family housing issue, I would appreciate it.

Susan

Susan M. Spaur, CPA
Member/Manager
Spaur Financial Services, LLC
PO Box 12408
Tempe, AZ 85284
Phone: 480-785-7185
Fax: 480-940-9154

This communication is intended solely for the person to whom it is addressed; no one else should rely on the tax advice provided herein. The person to whom this advice is addressed is under no obligation to keep the advice or matters related to the advice confidential.

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately by replying to this message and destroy all copies of this message and any attachments. Further, if you are not the

intended recipient, you are hereby notified that any disclosure, copying, distribution of this message, or the taking of any action based on it is strictly prohibited. Thank You!

From: Jace Hochwalt [<mailto:jaceh@gjcity.org>]
Sent: Thursday, May 28, 2020 2:37 PM
To: sspaur@cox.net
Subject: Caleb Street Rezone - 709 Caleb Street

Good afternoon Susan,

My name is Jace Hochwalt and I am a Planner with the City of Grand Junction Community Development Department. I have been in discussions with Jana Franklin who is the owner of the property at 703 Caleb Street in Grand Junction, Colorado. Jana, along with eight other property owners in the Arcadia North Subdivision have decided to apply for a rezone to their properties. The rezone would be from R-4 to R-5. These are both residential zones, and I would be happy to go over the major differences between the zone districts with you if you would like. With that said, the primary reason for the rezone is to allow for a smaller rear yard setback (15 feet instead of 25 feet). This provides the flexibility to property owners of adding an addition to their homes in the future.

Generally we would require an application to be filled out from any property owner (or Power of Attorney) that wants to rezone their property. Based on discussion with Jana Franklin, Paul Marchionda is the owner of the property at 709 Caleb Street, and Jana informed me that you are his Power of Attorney. However, it is my understanding that you do not live in the Grand Junction area and do not intend to fill out a development application for a rezone of the property at 709 Caleb Street. Because 9 of the 10 owners on Caleb Street in the Arcadia North Subdivision have filled out an application to rezone their properties, we feel from a staff level that it is appropriate to rezone the entire subdivision, inclusive of the property at 709 Caleb Street. This would provide for consistency across the subdivision, and we feel it best for the general public to proceed in this manner. If you have any objections to this rezone, or would like more information on what it entails, please reach out to me. The rezone hearing is scheduled for Planning Commission on June 9th, with a City Council hearing date of July 1st. It would be greatly appreciated if you could acknowledge that you have received this email so I can include it in the project file.

Thank you for your time,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

Kim Kerk, Land Consulting & Development, LLC

January 10, 2020 at 6:00pm

Neighborhood Meeting Minutes

Caleb St Rezone

A neighborhood meeting was held on January 10, 2020 at 702 Caleb St. There were 11 people including myself and Jace Hochwalt, planner City of GJ.

The Pros and Cons were a large part of the discussion.

Questions:

1. Will multi-family units be allowed with the R-5 zoning on this subdivision?

Jace Hochwalt assured the neighbors that even though an R-5 zoning allows multi-family units, the lots do not meet the minimum size requirements needed to build multi-family units. Jace also informed them that an Accessory Dwelling Unit is allowed under the current zoning of R-4 and would still be allowed in the R-5 zone district.

Kim Kerk also informed the neighbors that they could restrict building to only allow single-family homes in Arcadia North by amending their existing covenants to state that. The neighbors discussed at length the format required to hold an HOA meeting and the voting process to amend their CC&Rs.

2. Will property taxes increase with a rezone from R-4 to R-5?

Taxes are not based on zoning, they are based on land use, Residential, Commercial, Agricultural and Industrial.

3. Neighbors asked if they could attend Planning Commission and City Council meetings?

Jace said yes and you will receive a post card notifying you of the dates of the hearings.

4. What will actually change in our subdivision if we rezone to R-5?

The only change that will affect your subdivision will be the setbacks reduced from 25' to 15'.

Jace provided the chart that shows the comparison of R-4 and R-5 requirements.

Jace reiterated the multi-family requirements cannot be met on the lot sizes in Arcadia North.

Kim Kerk, Land Consulting & Development, LLC

Kim Kerk gave the neighbors her business card, a Development Application and the Statement of Authority forms. The original forms were to be returned to Kim Kerk by mail or dropped off.

Meeting was adjourned at 7:20.

Kim Kerk Land Consulting & Development, LLC
529 25 ½ Rd. B 108 Grand Junction, CO 81505

December 24, 2019

VIA: US MAIL

To: Adjacent Property Owners

RE: Rezone Application

703 Caleb Street, Grand Junction, CO
81505

Dear Land Owner:

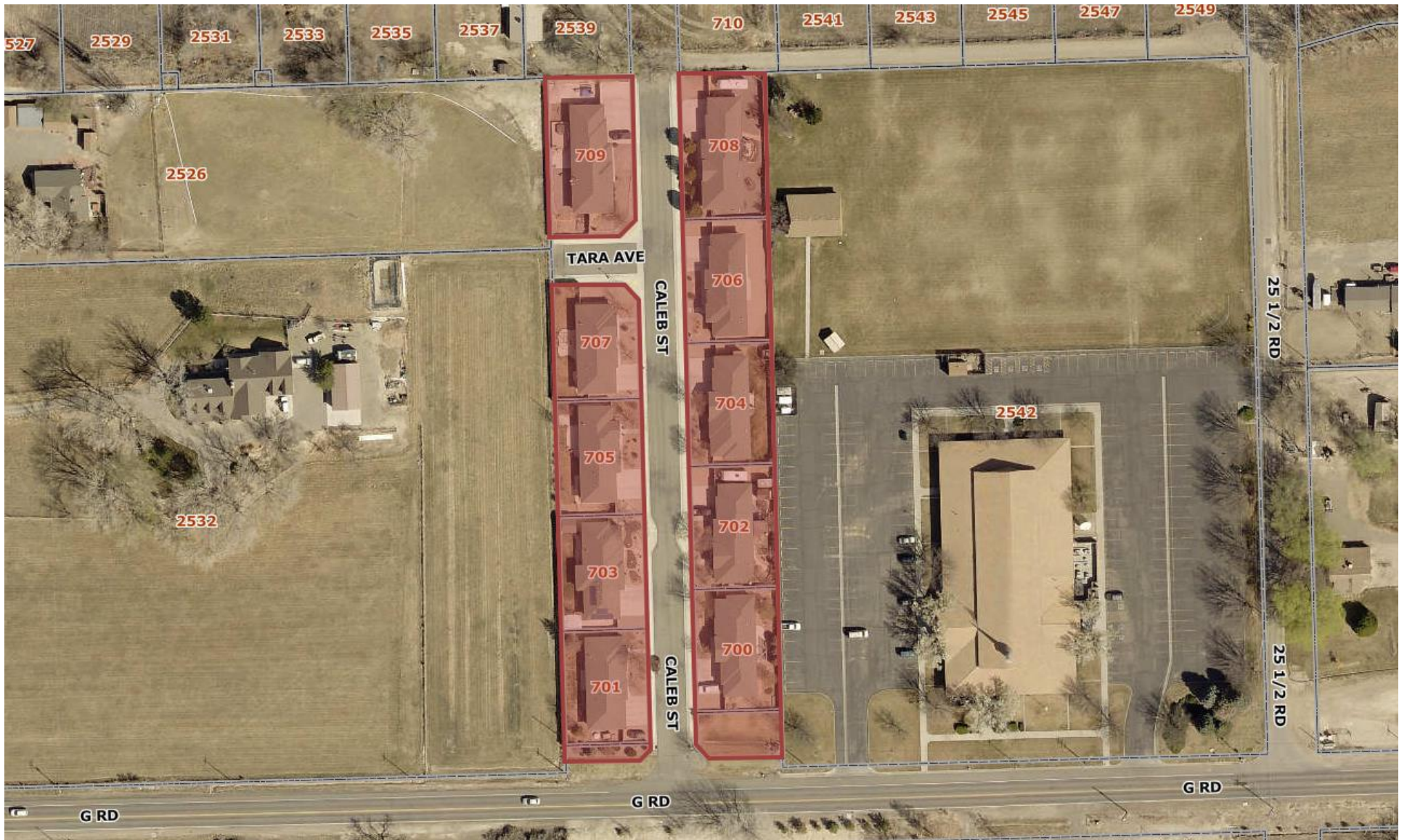
The above referenced property is subject to a pending Rezone Application to change the zoning to R-5 on the property located at 703 Caleb Street, Grand Junction, CO 81505. The subdivision in which the subject property is located is currently zoned R-4 (residential-4 dwelling units per acre). Pursuant to Section 21.02.080 of the Zoning and Development Code, a Neighborhood meeting must be held. The meeting will be held at 5:30 pm on Friday, January 10th, 2020, at 703 Caleb Street, Grand Junction, CO 81505.

The neighborhood is encouraged to join us, to review and allow us to address any questions that you may have. If you require any additional information prior to the meeting, please do not hesitate to contact me at 970-640-6913.

Thank you,

Kim Kerk, PM

Vicinity Map (Close In)



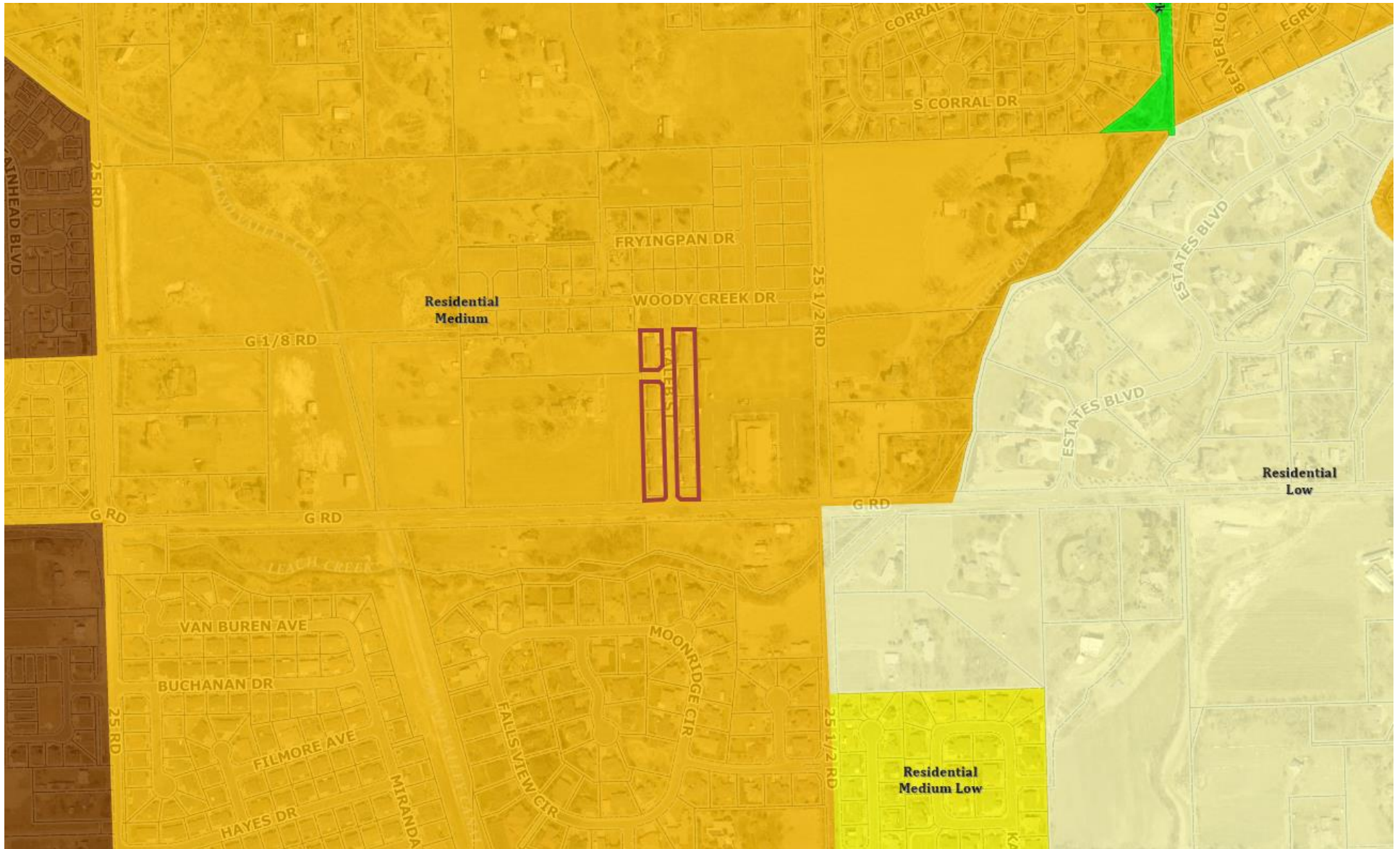
Vicinity Map (Expanded)



Zoning Map



Future Land Use Map



Arcadia North Subdivision Plat

ARCADIA NORTH SUBDIVISION

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

Colorado Homes & Living By Design, LLC is the owner of a parcel of land being that certain tract of land in the SE1/4 SW1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian, Grand Junction, Colorado, recorded in Book 3523 at Page 639 of the Mesa County real property records, said tract being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the S1/4 Corner of Section 34, Township One North, Range One West of the Ute Meridian in the City of Grand Junction, Mesa County, Colorado, from whence a Mesa County Survey Marker for the S.W. Corner of said Section 34 bears S89°59'01" W a distance of 2636.02 feet; thence N86°17'24" W a distance of 461.58 feet to a point on the northerly right-of-way line of G Road and the point of beginning; thence S89°59'01" W, on said northerly right-of-way line, a distance of 198.36 feet to the westerly line of the SE1/4 SE1/4 SW1/4 of said Section 34; thence N00°04'29" W, on said westerly line, a distance of 630.88 feet to the northerly line of the SE1/4 SE1/4 SW1/4 of said Section 34; thence N89°49'44" E, on said northerly line, a distance of 199.02 feet; thence S00°00'51" E a distance of 631.52 feet to the beginning.

Said Owner has by these presents laid out, plotted and subdivided the above described real property into Lots, Blocks and Tracts as shown hereon, and designated the same as Arcadia North Subdivision, in the City of Grand Junction, County of Mesa, State of Colorado, and does hereby offer the following dedications and grants:

All street roads and rights-of-way shown hereon, being Caleb Street and Tara Avenue, together with ten feet right-of-way along G Road, to the full width of their plotted rights-of-way, are hereby dedicated to the City of Grand Junction for the use of the public forever as public streets, and for drainage and underground utility purposes.

All Multi-purpose Easements shown hereon are hereby dedicated to the City of Grand Junction for the use of City-approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, irrigation lines, landscaping, trees and grade structures.

A Utility Easement shown hereon is hereby dedicated to the City of Grand Junction for the use of City-approved utility providers as a perpetual, non-exclusive easement for the installation, operation maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, water lines and telephone lines.

An Irrigation and Drainage Easement designated as Easement A shown hereon is hereby granted and conveyed to the Arcadia North Subdivision Homeowners Association, Inc., not subject to partition, as a perpetual easement, for the installation, operation, maintenance and repair of irrigation and drainage systems and to supply and drain irrigation water.

Tract A is for the purposes of a drainage detention area and shall be operated and maintained by the Arcadia North Subdivision Homeowners Association, Inc., as set forth in the Declaration of Covenants Conditions and Restrictions.

Tract B is for open space purposes, and shall be operated and maintained by the Arcadia North Subdivision Homeowners Association, Inc., as set forth in the Declaration of Covenants Conditions and Restrictions.

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

IN WITNESS WHEREOF, said owner has caused its names to be hereunto subscribed this

04th day of June, A.D. 2005

For Colorado Homes & Living By Design, LLC
By Marcus Winger, Member

STATE OF COLORADO)
COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this 15th day of June, A.D. 2005.

For Colorado Homes & Living By Design, LLC, By Marcus Winger, Member

My commission expires: 1/13/08

WITNESS MY HAND AND OFFICIAL SEAL.

Nancy M. Madison
Notary Public



SURVEYOR'S CERTIFICATE

I, Richard A. Mason, do hereby certify that the accompanying plat of Arcadia North Subdivision, a subdivision of a part of the City of Grand Junction, County of Mesa, has been prepared under my direct supervision and development represents a field survey of the same. Also said plat conforms to all applicable survey requirements of the Zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations.

Richard A. Mason
Registered Professional Land Surveyor
P.L.S. No. 18469



FOR CITY OF GRAND JUNCTION USE

Additional instruments documenting property interests and rights of others relative to the lands plotted hereon are recorded as follows:

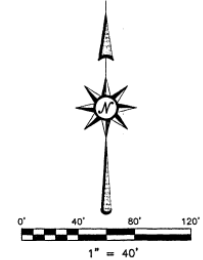
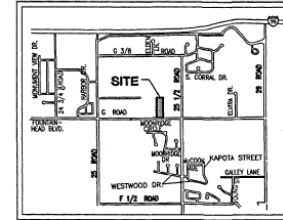
Easement A, recorded in Book 322L at Page 186.
Tract A, recorded in Book 322L at Page 186.
Tract B, recorded in Book 322L at Page 186.
Declaration of Covenants, Conditions and Restrictions recorded in Book 322L at Pages 186-187.
Vacation of Right-of-Way, recorded in Book 322L at Pages 187-188.

Date

LEGEND

- BLM MONUMENT
- MESA COUNTY SURVEY MARKER
- FOUND 5/8" REBAR & CAP LS-12901
- FOUND REBAR & CAP LS-18469
- SET REBAR & CAP LS-18469
- AVENUE
- BUREAU OF LAND MANAGEMENT
- MCSM MESA COUNTY SURVEY MARKER

VICINITY MAP



CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA) ss

I hereby certify that this instrument was filed in my office at 10:10 o'clock A.M., this 16th day of June, A.D. 2005, and is duly recorded as Reception Number 2257443 in Book 322L, Page 164 through inclusive. Drawer No. 00-126

Clerk and Recorder _____ Deputy _____ Fees \$10,001.00

Declaration of Covenants, Conditions, and Restrictions of Arcadia North Subdivision is recorded by separate instrument.

TITLE CERTIFICATION

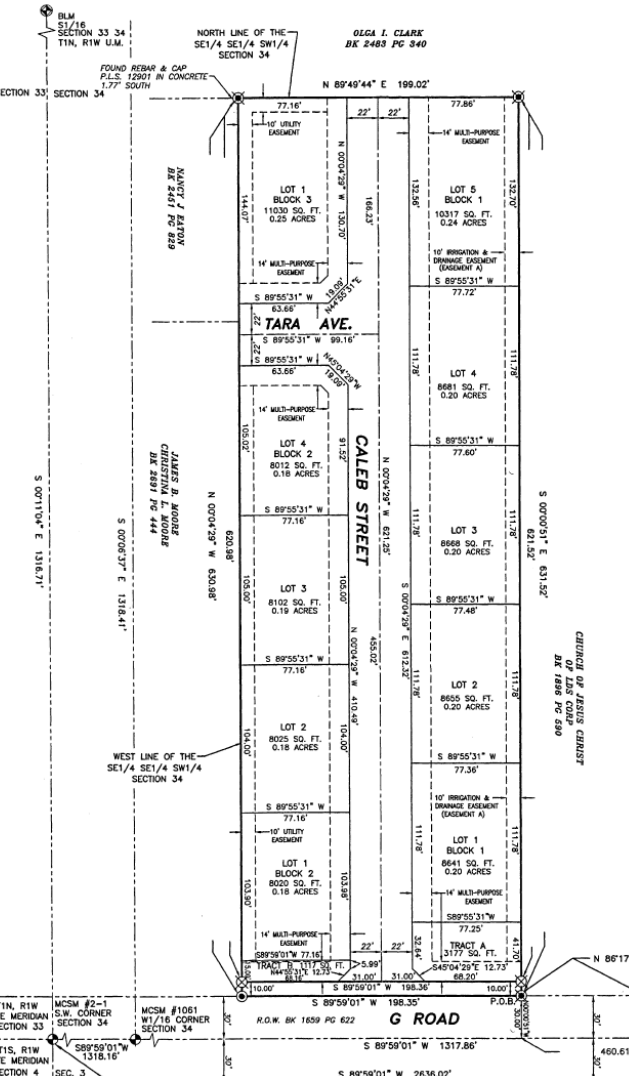
We, Meridian Land Title, LLC, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the herein described property, that we find the Title to the property is vested to Colorado Homes & Living By Design, LLC; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights-of-way of record are shown hereon.

Date: JUNE 15, 2005 by *SCDH LAWRENCE D. VENT/ADMINISTRATOR* for Meridian Land Title, LLC.

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 16th day of June, A.D. 2005

Mayor *Bob Hill* City Manager *[Signature]*



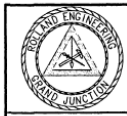
AREA SUMMARY		
DESC.	ACRES	PERCENT
LOT 1	0.25	2.4%
TRACT A	0.07	2.4%
TRACT B	0.03	1.0%
DEDICATED R.O.W.	0.76	28.4%
TOTAL	2.88	100.0%

GENERAL NOTES

- Title information from Mesa County real property records and from Meridian Land Title LLC, file no. 71439 Amended 1, effective date 06/10/2005.
- Basis of bearings, is S89°59'01" W 2636.02 feet, between Mesa County Survey Markers for the S1/4 Corner and the S.W. Corner of Section 34, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado. (Based on Mesa Co L25).
- See Improvement Survey Plat Deposited with Mesa County Surveyor, Deposit No. 3064-04.

NOTE: All exterior corner monuments have concrete placed around them.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



ROLLAND ENGINEERING
455 Ridge Blvd
Grand Jct, CO 81503
(970) 243-8300

File Name: C:\PROJECTS\3092\3092PLAT.DWG

ARCADIA NORTH SUBDIVISION

IN THE SE1/4 SW1/4 OF SECTION 34
T1N, R1W, OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Designed	Checked	RAM	Print	Sheet
Drawn	Date	6/15/05	3092	1 of 1

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE REZONING ARCADIA NORTH SUBDIVISION
FROM R-4 (RESIDENTIAL – 4 DU/AC)
TO R-5 (RESIDENTIAL – 5.5 DU/AC)**

LOCATED AT 700, 701, 702, 703, 704, 705, 706, 707, 708, AND 709 CALEB STREET

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Arcadia North Subdivision to the R-5 (Residential – 5.5 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium (4 – 8 du/ac) of the Comprehensive Plan and the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-5 (Residential – 5.5 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following properties shall be zoned R-5 (Residential – 5.5 du/ac):

ARCADIA NORTH SUBDIVISION

Introduced on first reading this 17th day of June, 2020 and ordered published in pamphlet form.

Adopted on second reading this 1st day of July, 2020 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

[Agenda item can be viewed at 05:00](#)

Consider a Request by Property Owners of the Arcadia North Subdivision to Rezone the Arcadia North Subdivision (10 Parcels) from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street.

Staff Presentation

Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Gatseos asked staff a question regarding the applicants who have signed the application submittal.

Commissioner Reece asked a question regarding the purpose behind this request.

Applicant's Presentation

Kim Kerk, representing the Applicant, gave a presentation regarding the request.

Questions for Applicant

Commissioner Gatseos asked a question regarding the criteria for rezone.

Commissioner Wade made a comment regarding the criteria for rezone.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, June 2, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Tuesday, June 2, 2020 as described on the meeting notice as well as the agenda.

Ms. Laura Rhodes (707 Caleb Street) and Jana Franklin (703 Caleb Street) made comments in support of the request.

The public hearing was closed at 6:35 p.m. on June 9, 2020.

Discussion

Commissioners Ehlers, Gatseos, and Susuras made comments in support of the request.

Motion and Vote

Commissioner Susuras made the following motion, "Chairman, on the Rezone request RZN-2020-117, I move that the Planning Commission forward a recommendation of approval for the rezone of the Arcadia North Subdivision from an R-4 (Residential, 4

units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district, with the findings of fact listed in the staff report.”

Commissioner Wade seconded the motion. The motion carried 7-0.



Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: July 1, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Intergovernmental Agreement with the Lowell Village Metropolitan District (District) for Construction and Ongoing Maintenance of Improvements Associated with the Lowell Village Townhomes Development on the Southeast Corner of Grand Avenue and North 7th Street

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

In March 2018, City Council conditionally approved the Lowell Village Metropolitan District (District) Service Plan. The conditions were 1) approval of a Development Plan as defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the District. The first condition was met with the approval of a Preliminary Plan for the Lowell Village Townhomes development later in 2018. The City's approval of the IGA will satisfy condition 2. The purpose of this IGA is to set forth the obligations of and benefits to the Parties in relation to maintenance activities associated with Public Improvements located within and adjacent to the Service Area.

BACKGROUND OR DETAILED INFORMATION:

In March 2018, City Council conditionally approved the Lowell Village Metropolitan District (District) Service Plan. The conditions were 1) approval of a Development Plan as defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the District. The first condition was met with the approval of a Preliminary Plan for the Lowell Village Townhomes development in August 2018.

The City's consideration and approval of the IGA will satisfy condition 2.

The purpose of this IGA is to set forth the obligations of and benefits to the Parties in relation to maintenance activities associated with Public Improvements located within the Service Area. The Parties recognize that the public rights-of-way and private property within the District Boundaries are also within the City. This IGA identifies the specific services and maintenance obligations within and adjacent to the Service Area that will be provided by the District.

A primary purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate, maintain, and finance certain Public Improvements. Approval of the Service Plan by the City Council constitutes the City's agreement that the District may perform the operation and maintenance functions described in this Agreement. Those services will be within a defined and described geographic boundary, which consists of the Service Area on the date of this Agreement.

Generally, the District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, and operate the services listed below. The City agrees to perform all services typically provided by the City, except those to be provided by the District in accordance with this IGA, in a manner and frequency consistent with similar services provided by the City throughout the City.

- Street Improvements
- Safety Protection Improvements
- Water Improvements
- Sanitary Sewer and Storm Sewer Improvements
- Landscaping, Community Gardens and Public Open Space
- Stormwater Detention
- Trash Removal

Per the approved Service Plan, the District may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses, and operations and maintenance of Public Improvements.

FISCAL IMPACT:

City services that are excluded from the IGA, are typically performed by the City, and therefore will be provided to the Lowell Village Metropolitan District include but are not limited to police, fire, and emergency medical services. These services are funded by City property and sales taxes.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 39-20, a resolution entering into an agreement with the Lowell Village Metropolitan District regarding construction and on going maintenance of improvements associated with the Lowell Village Townhomes development.

Attachments

1. Intergovernmental Agreement Lowell Village Metropolitan District
2. Resolution to Sign Intergovernmental Agreement with Lowell Village Metropolitan District

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND THE
LOWELL VILLAGE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2020 by and between the CITY OF GRAND JUNCTION, a home rule municipal corporation of the State of Colorado (“City” or the “City”) and the LOWELL VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“District” or the “District”). The City and the District are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. Colorado law, specifically C.R.S. § 29-1-203, authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide.
- B. The District was organized to provide certain services and to exercise powers as are more specifically set forth in the District Service Plan approved by the City on March 21, 2018 pursuant to Resolution No. 19-18 (the “Service Plan”).
- C. To fully provide those services and a means to pay for those services, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this IGA.
- D. For purposes of this IGA, any term not specifically defined herein shall have the meaning set forth in the Service Plan.

THEREFORE, in consideration of the covenants and mutual agreements in this IGA, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS

- 1. Geographic Area. This IGA pertains to the Service Area depicted on the District Boundary Map, as it may be amended as provided in the Service Plan.
- 2. Purpose. The purpose of this IGA is to set forth the obligations of and benefits to the Parties in relation to maintenance activities associated with Public Improvements located within the Service Area. The Parties recognize that the public rights-of-way and private property within the District Boundaries are also within the City. This IGA identifies the specific services and maintenance obligations within the Service Area that will be provided by the District.

3. Operations and Maintenance. A primary purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate, maintain, and finance certain Public Improvements. Approval of the Service Plan by the City Council constitutes the City's agreement that the District may perform the operation and maintenance functions described in this Agreement. Those services will be within a defined and described geographic boundary, which consists of the Service Area on the date of this Agreement.
4. City Services. The City agrees to perform all services typically provided by the City, except those to be provided by the District in accordance with this IGA, in a manner and frequency consistent with similar services provided by the City throughout the City. The District understands and agrees that the City's practices throughout the City may be changed at the discretion of the City from time to time.
5. District Failure to Serve. In the event that the District fails to adequately perform its obligations under this IGA, the City may perform maintenance and take any other actions the City deems appropriate to protect the health, safety and welfare of the public if the District has failed to rectify its obligation within fourteen (14) days after written notice from the City, or has failed to commence actions to rectify its obligation if, by its nature, the obligation requires more than fourteen (14) days to rectify.
6. Street Improvements. The District agrees that all streets, drives and alleys within the Service Area will have public access and are Public Improvements that will be maintained by the District and not be maintained by the City. Accordingly, the District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain street, drive and alley improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, and fiber optic cable conduit, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities.
7. Safety Protection Improvements. In conjunction with its obligations set forth in Section 6, the District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain traffic and safety controls and devices on streets, drives and alleys including, but not limited to, parking enforcement, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities. It is anticipated that safety protection improvements not conveyed to the City or other appropriate jurisdiction may be owned and maintained by the District.
8. Water Improvements. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain potable and non-potable water systems including, but not limited to, transmission lines and distribution mains and laterals, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities.

9. Sanitation Improvements. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain sanitation improvements including, but not limited to, sanitary sewer collection and transmission lines, storm drainage collection and transmission lines and detention/retention ponds, and inflow and outlet works together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities.
10. Landscaping, Community Gardens and Public Open Space. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, procure, contract for, operate and maintain landscaping, community gardens, and public open space within the District boundaries and at other locations outside District boundaries, together with all necessary, incidental and appurtenant facilities (specifically including irrigation facilities), land and easements, and all extensions of and improvements to such facilities subject to a Revocable Permit to be approved by the City. Certain landscaping areas adjacent to and within public rights-of-way for City streets include bio-swale stormwater detention areas which shall be maintained by the District.
11. Stormwater Detention. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain a stormwater detention facility(ies) within the District boundaries and at other locations outside District boundaries including within the adjacent public right-of-way , together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facility(ies) subject to a Revocable Permit to be approved by the City.
12. Community Event Space. The District shall have the obligation, power and/or authority to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain a community event space within the District boundaries, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facility.
13. Trash Removal. The District shall have the obligation, power and/or authority to procure, contract for, operate and maintain trash removal service within the District boundaries. The City shall not provide this service within the District boundaries.
14. Optional Additional Services. The District shall have the power and authority, but not the obligation, to plan, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate and maintain any other facilities not specifically addressed in this IGA that may be provided by metropolitan districts under Colorado law, and provide any other services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to such facilities.
15. Covenant Enforcement and Design Review Services Limitation. In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Lowell Village recorded in the real property records of Mesa County, Colorado, the District shall have the obligation and authority to take actions affecting the real property located within the District boundaries and the owners of that real property, as further provided therein.

16. Sources of Funds. The District may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses, and operations and maintenance of Public Improvements. The District may also rely upon various other revenue sources authorized by law, including loans from the Developer. At the District's discretion, it may assess Fees that are reasonably related to the costs of operating and maintaining District services and facilities. The District is permitted to pledge revenues from capital improvement Fees to the payment of Debt.
17. Pledge in Excess of Maximum Debt Mill Levy – Material Modification. Any Debt incurred with a pledge or which results in a pledge that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of the Service Plan pursuant to C.R.S. § 32-1-207 and a breach of this IGA, 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.
18. Overlap of Special District. To the extent prohibited by C.R.S. § 32-1-107, the District shall not duplicate the services provided by any existing metropolitan or special district in any area of overlap except as may be consented to by such existing district. The City shall be held harmless if any existing metropolitan or special district refuses to authorize services and from any claims brought by such district for improvements constructed or installed or services provided prior to receiving any required consent.
19. Term. This IGA shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. The provisions of this IGA shall each constitute covenants, running with the land included within the Service Area, binding the Parties and the owners of property within the Service Area for a period of twenty (20) years from the date executed by the last Party to sign, which shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity unless amended in accordance with Section 23. No Debt shall be issued by the District until after the date in the introductory paragraph.
20. Breach. In the event of a breach or default under this IGA 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.
21. Notices. All notices, demands, requests or other communications to be sent by one Party to the other or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the address of the receiving Party below or by courier delivery, via FedEx 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:

Lowell Village Metropolitan District
c/o Rob Breeden, Nvision Design
677 25 Road

Grand Junction, CO 81505

With a copy to:

Dufford Waldeck
Attn: Michael A. Kuzminski
744 Horizon Court, Suite 300
Grand Junction, CO 81506

To the City:

City of Grand Junction
Attn: City Manager and City Attorney
250 N. 5th Street
Grand Junction, Colorado 81501

All notices, demands, requests or other communications shall be effective upon personal delivery or one (1) business day after being deposited with FedEx 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 at least ten (10) days written notice in accordance with this Section 21, each of the Parties shall have the right to change its address.

22. Assignment. No Party may assign any of its rights or obligations in this IGA to any person or entity without the consent of the other Party.
23. Amendment. This IGA may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties.
24. Severability. If any section, subsection, paragraph, clause, phrase or other provision of this IGA shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase or other provision shall not affect any of the remaining provisions of this IGA.
25. Counterpart and Additional Documents. This IGA may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this IGA
26. Waiver. No waiver by either Party of a term or condition of this IGA shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this IGA.
27. Applicable Law and Venue. This IGA shall be governed and construed in accordance with the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Mesa County.

28. Successors and Assigns. Subject to the restrictions on assignment in Section 22, each of the terms, covenants and conditions in this IGA shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
29. Headings. Section headings or captions contained in this IGA are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this IGA or the intent of any provision.
30. Construction. Whenever required by the context of this IGA, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this IGA have been independently, separately and freely negotiated by the Parties as if drafted by both of them. The Parties waive any statutory or common law presumption that would serve to have this IGA construed in favor of or against either Party
31. No Third-Party Beneficiaries. No person or entity who or which is not a Party to this IGA will have any right of action under this IGA.
32. Merger. This IGA merges with and supersedes all prior negotiations, representations, and agreements between the Parties relating to its subject matter and constitutes the entire agreement between the Parties concerning its subject matter; provided, however, that this IGA does not modify, affect, or limit the City's or any other party's right of action to enforce the provisions of the Service Plan separately from this IGA.

IN WITNESS WHEREOF, this IGA is executed by the City and the District as of the date first above written.

[signature page follows]

CITY OF GRAND JUNCTION, COLORADO

Mayor

ATTEST:

City Clerk

LOWELL VILLAGE METROPOLITAN DISTRICT

President

ATTEST:

Secretary

RESOLUTION NO. ____-20

A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE LOWELL VILLAGE METROPOLITAN DISTRICT REGARDING CONSTRUCTION AND ON-GOING MAINTENANCE OF IMPROVEMENTS ASSOCIATED WITH THE LOWELL VILLAGE TOWNHOMES DEVELOPMENT

Recitals:

In March 2018, City Council conditionally approved the Lowell Village Metropolitan District (District) Service Plan. The conditions were 1) approval of a Development Plan as defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the District. The first condition was met with the approval of a Preliminary Plan for the Lowell Village Townhomes development in August 2018. The City's consideration and approval of the IGA will satisfy condition 2.

The purpose of this IGA is to set forth the obligations of and benefits to the Parties in relation to maintenance activities associated with Public Improvements located within and adjacent to the Service Area.

A primary purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate, maintain, and finance certain Public Improvements including streets, water, sanitary and storm sewer, landscaping, community gardens and public open space, stormwater detention and trash removal.

Per the approved Service Plan, the District may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses, and operations and maintenance of Public Improvements.

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

City Council hereby accepts the agreement and authorizes the City Manager to execute and enter into the Intergovernmental Agreement with the Lowell Village Metropolitan District.

PASSED AND APPROVED this ____ day of _____, 2020.

Mayor Duke Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #7.b.

Meeting Date: July 1, 2020

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

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Adopting a Policy Establishing Principles of Decorum for City Council

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this resolution is to establish principles of decorum for City Council.

BACKGROUND OR DETAILED INFORMATION:

At its work session on June 29, 2020 the City Council discussed the importance of having a policy which establishes shared principles of civility, decorum and propriety for Councilmembers and the conduct of members when conducting City meetings and business affairs.

The adoption of policies is authorized by the City Charter and is consistent with principles of good governance. Adoption of this decorum policy will help guide the actions of City Council and provide a framework for constructive communication, which in turn promotes effectiveness and efficiency of the City Council.

Thoughtful communication by and among the Council, and with citizens, colleagues and City staff is imperative to fully, properly and genuinely serve the community.

Thoughtful communication, as generally described by this policy, is vital to realizing the tenet that the Council may disagree without being disagreeable. The Council

collectively, and its members individually, endeavor to keep that principle with the adoption of this resolution.

FISCAL IMPACT:

There is no direct fiscal impact of the adoption of the proposed resolution.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 40-20, a resolution adopting a policy establishing principles of decorum for City Council.

Attachments

1. Resolution

RESOLUTION NO. __-20

A RESOLUTION ADOPTING A POLICY ESTABLISHING PRINCIPLES OF DECORUM FOR CITY COUNCIL

RECITALS.

At its work session on June 29, 2020 the City Council discussed the importance of having a policy which establishes shared principles of civility, decorum and propriety for Councilmembers and the conduct of members when conducting City meetings and business affairs.

The adoption of policies is authorized by the City Charter and is consistent with principles of good governance. Adoption of this decorum policy will help guide the actions of City Council and provide a framework for constructive communication, which in turn promotes effectiveness and efficiency of the City Council.

Thoughtful communication by and among the Council, and with citizens, colleagues and City staff is imperative to fully, properly and genuinely serve the community.

Thoughtful communication, as generally described by this policy, is vital to realizing the tenet that *the Council may disagree without being disagreeable*. The Council collectively, and its members individually, endeavor to keep that principle with the adoption of this resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION ADOPTS THE FOLLOWING PRINCIPLES OF DECORUM FOR THE GRAND JUNCTION CITY COUNCIL:

- Assume Positive Intent
- Lead with Positive Intent
- Come Prepared to Learn
- Participate Fully
- All Join the Conversation
- Respect Other Points of View
- Listen for Understanding
- Ask for Clarification
- Open, Honest Dialogue
- Don't Take It Personally
- Be Willing to Risk
- Consider The/All Options

This policy shall serve, until amended or repealed and replaced by subsequent resolution of the City Council, to guide the course of action and conduct of the City Council pertaining to the conduct of members when conducting City meetings and business affairs.



Grand Junction City Council

Regular Session

Item #8.a.

Meeting Date: July 1, 2020

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

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

Memorandum of Understanding with Mesa County, City of Fruita, Town of Palisade, Town of Collbran, and Town of De Beque Regarding Allocation and Disbursement of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Funds

RECOMMENDATION:

Authorize the City Manager to sign the Memorandum of Understanding on behalf of the City of Grand Junction regarding the allocation and disbursement of CARES Act Funds.

EXECUTIVE SUMMARY:

The State of Colorado is appropriating \$13,200,000 of CARES Act funding ("Mesa County Allocation") to be allocated to the Municipalities and the County governments to reimburse necessary expenses incurred due to the public health emergency with respect to COVID 19 pandemic. The Mesa County Allocation is distributed by and through the Department of Local Affairs ("DOLA").

BACKGROUND OR DETAILED INFORMATION:

The novel coronavirus, referred to as COVID-19, has been declared a worldwide pandemic. National, state, and local emergencies have been declared as a result of COVID-19.

The City of Grand Junction, Mesa County, Fruita, Palisade, Collbrand and De Beque as local governmental entities ("Entities") have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread. Efforts to

slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.

The emergence and rapid spread of COVID-19 was unexpected and unpredictable. Therefore, local governments could not have adequately budgeted for such expenses. The State of Colorado is appropriating \$13,200,000 of CARES Act funding for the Mesa County Allocation to be distributed to the Entities to reimburse unbudgeted (or used substantially different than budgeted) expenses due to COVID 19. The Mesa County Allocation is distributing by and through the Department of Local Affairs.

The State of Colorado has designated the Colorado Department of Local Affairs ("DOLA") as the fiscal agent for the funding which will be administered as a reimbursement program. Entities will separately "opt-in" to receive the funding administered by DOLA.

The Entities have agreed that the Mesa County Allocation shall be allocated such that the funds will be expended for the good of the community due to their individual and collective response to COVID 19. Furthermore, the Entities recognize that it is in the best interest of all to work cooperatively to ensure that all of the Mesa County Allocation is applied to the benefit of residents of the County rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the State. Therefore, the Entities agreed that by October 31, 2020, any anticipated unused amount will be offered and made available for use by another Entity(ies). The criteria for eligible expense will be as prescribed in the CARES Act and rules which may be revised from time to time. Entities shall be separately responsible for completing all reporting, accounting and other activities necessary or required by the CARES Act. The Entities have agreed to a methodology for distribution of the Mesa County Allocation which sets distribution amounts as follows; Mesa County \$5,800,000; City of Grand Junction \$5,800,000; City of Fruita \$1,133,143; Town of Palisade \$309,050; Town of Collbran \$70,585; and Town of De Beque \$878,222.

The Entities have a successful track record of working together for the benefit of the community and desire to build on and continue those successes. The County and the Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually.

FISCAL IMPACT:

This agreement allocates up to \$5.8 million in funds to the City of Grand Junction to reimburse for expenditures related to the public health emergency with respect to COVID 19 pandemic.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Manager to sign the Memorandum of Understanding on behalf of the City of Grand Junction regarding the allocation and disbursement of CARES Act Funds.

Attachments

1. CARES ACT DISTRIBUTION MOU 6-26-2020

**MEMORANDUM OF UNDERSTANDING REGARDING ALLOCATION AND
DISBURSEMENT OF CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY
ACT (CARES ACT) FUNDS**

This Memorandum of Understanding Regarding Allocation and Disbursement of Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) Funds (this “Agreement”) is made and effective on signature by each party hereto (the “Effective Date.”) The Agreement is by and among the Board of County Commissioners of Mesa County, Colorado (the “County”), and the City of Grand Junction, Colorado, the City of Fruita, Colorado, the Town of Palisade Colorado, the Town of Collbran, Colorado, and the Town of DeBeque, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). (The County and Municipalities will jointly be referred to as the “Parties”).

I. RECITALS

- A. The novel coronavirus, referred to as COVID-19, has been declared a worldwide pandemic. National, state, and local emergencies have been declared as a result of COVID-19.
- B. All of the Parties, as local governmental entities, have expended significant effort and funds to protect the community from the impacts of COVID-19 and to slow its spread.
- C. Efforts to slow the spread and protect the community are ongoing and will require continued time and funding. Recovery efforts are also ongoing and will require the additional expenditure of time and funds.
- D. The emergence and rapid spread of COVID-19 was unexpected and unpredictable. Therefore, local governments could not have adequately budgeted for such expenses.
- E. The State of Colorado is appropriating \$13,200,000 of CARES Act funding (“Mesa County Allocation”) to be distributed to the Municipalities and the County governments to reimburse unbudgeted expenses due to COVID 19 and/or for reimbursement of budgeted funds that were expended for expenses substantially different than the budgeted purpose(s). The Mesa County Allocation is being distributed by and through the Colorado Department of Local Affairs (“DOLA”).
- F. The State of Colorado has designated DOLA as the fiscal agent for the funding which will be administered as a reimbursement program following eligibility verification performed by DOLA for the expenses.
- G. All Parties recognize that it is in the best interest of the Municipalities and the County to work cooperatively to ensure that all of the Mesa County Allocation is applied to the benefit of residents of the County and the Municipalities rather than allowing the funds to remain unspent and revert to the state-wide reserve fund pool for reallocation elsewhere in the State.

- H. The criteria for eligible expense will be as prescribed in the CARES Act and rules which may be revised from time to time.
- I. The Parties have agreed to a methodology for distribution of the Mesa County Allocation. Furthermore, the Parties have agreed that the Mesa County Allocation shall be allocated such that the funds will be expended for the good of the community due to their individual and collective response to COVID 19.
- J. The Parties have a successful track record of working together for the benefit of the community and desire to build on and continue those successes.
- K. The County and the Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.*, Colorado Revised Statutes, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually.

II. AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, the adequacy of which is acknowledged, the County and the Municipalities agree as follows:

- A. Commencing on the Effective Date and continuing until the earlier of the date upon which the Mesa County Allocation has been fully disbursed or the date upon which disbursement is prohibited by State or Federal law or regulation, the Parties agree to the following in relation to the distribution and expenditure of the Mesa County Allocation of the CARES Act funds.
- B. The obligations of the County and the Municipalities to commit or expend funds are subject to and conditioned on the receipt of the CARES Act funds.
- C. The Mesa County Allocation will be distributed amongst the Parties in the amounts and to the contact persons and addresses for each Party listed on Exhibit A, which is attached hereto and incorporated herein as if fully set forth. Exhibit A contains the distribution to each Party of its share of the Mesa County Allocation.
- D. Each Party is and shall be separately responsible for completing all reporting, accounting and other activities necessary or required by the CARES Act, and each Party shall separately “opt in” to receive the funding so that the DOLA, and not the County, will be the fiscal agent responsible for administering the funding distribution. Each Party is aware that failure to fully prepare, process, submit or otherwise perform as requires by the CARS Act may result in loss or forfeiture of funds.

E. Each Party assumes responsibility for ensuring the funds are only used for eligible expenses as determined by DOLA under the CARES act criteria and guidance. The Act requires that the expenses:

- a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for the local government; and
- c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (collectively, “Eligible Expenses”).

F. By signing this Agreement, each Party agrees that the fund distribution will be used only to cover those costs and expenses that are Eligible Expenses in compliance with the CARES Act.

G. All Parties may partner on Eligible Expense projects with another Party(ies) signatory to this Agreement. No Party(ies) is(are) under any obligation to participate in any such partnership.

H. On or before October 31, 2020 the Parties agree to meet and provide information about each Party’s use of its share of the fund for Eligible Expenses. Furthermore, the Parties agree to cooperate to determine that all Eligible Expenses are paid and to otherwise expend the Mesa County Allocation in full for beneficial use in the community due to and in response to COVID 19. Each Party agrees that any amount it reasonably anticipates will be unused as of October 31, 2020 will offered and be made available for use by another Party(ies). The Parties agree to amend Exhibit A and the allocations provided therein to attain that goal.

J. On or before December 30, 2020, each Party shall use its share of the fund for Eligible Expenses in accordance with local, state and federal law, including all U.S. Department of Treasury guidance relating to the CARES Act. The CARES Act imposes expenditure and accounting obligations and each Party agrees to be responsible for ensuring that it spends, documents, and accounts for its portion of the fund in compliance with the CARES Act requirements. Each Party will keep an appropriate accounting of the expenditure of funds sufficient to meet the needs of DOLA.

K. The Parties shall each be responsible for any suits, demands, costs or actions resulting from its own acts or omissions and each of the Parties may insure against such possibilities as each Party deems necessary and appropriate. The Parties understand and agree that the County and the Municipalities, and their respective officials and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time-to-time amended, or otherwise available to any of the Parties, their officials, or their employees.

L. This Agreement is to be construed according to its fair meaning and as if prepared by all of the Parties and is deemed to be and contain the entire understanding and agreement between the Parties. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties.

M. This Agreement cannot be modified except in writing signed by all of the Parties.

N. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Venue for any action to enforce or interpret this Agreement shall be in Mesa County, State of Colorado.

O. Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.

P. This Agreement is made for the sole and exclusive benefit of the County and the Municipalities, their successors and assigns, and it is not made for the benefit of any third party.

Q. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this Agreement.

R. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rebellions, sabotage, health pandemics or epidemics, or any other circumstances for which it is not responsible or that are not within its control.

S. This Agreement may be signed by the Parties in counterparts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by properly authorized signatories as of the Effective Date state above.

BOARD OF COUNTY COMMISSIONERS OF
MESA COUNTY, COLORADO

Scott McInnis, Chair

ATTEST:

Tina Peters, Clerk & Recorder

CITY OF GRAND JUNCTION, COLORADO

By: _____
Greg Caton
City Manager

ATTEST:

Wanda Winkelmann, City Clerk

CITY OF FRUITA, COLORADO

By: _____

Title: _____

ATTEST:

TOWN OF PALISADE

By: _____

Title: _____

ATTEST:

TOWN OF COLLBRAN, COLORADO

By: _____

Title: _____

ATTEST:

TOWN OF DEBEQUE, COLORADO

By: _____

Title: _____

ATTEST:

EXHIBIT "A"

To County:

Distribution Amount: \$5,800,000.00

Contact Person

Peter Baier
Mesa County Administrator
Mesa County, Colorado
P.O. Box 20000
Grand Junction, CO 81502
(970) 244-1689
peter.baier@mesacounty.us

To Grand Junction:

Distribution Amount: \$5,800,000.00

Contact Person

Greg Caton, City Manager
City of Grand Junction
250 N. 5th Street, Grand Junction CO 81506
(970)244-1508
gregc@gjcity.org

To Fruita:

Distribution Amount: \$1,133,143.00

Contact Person

Mike Bennett
City Manager
City of Fruita
325 East Aspen
Fruita, CO 81521
(970) 858-3663
mbennett@fruita.org

To Palisade:

Distribution Amount: \$309,050.00

Contact Person

Janet Hawkinson
Town Administrator
Town of Palisade
175 East Third Street
Palisade, CO 81526
(970) 464-5602
jhawkinson@townofpalisade.org

To Collbran:

Distribution Amount: \$70,585.00

Contact Person

Town Administrator
Melanie Matarozzo
1010 High Street
P.O. Box 387
Collbran, CO 81624
(970) 487-3751
clerk@townofcollbran.us

To DeBeque:

Distribution Amount: \$87,222.00

Contact Person

Town Manager
Carè McInnis
P.O. Box 60
381 Minter Avenue
DeBeque, CO 81630
(970) 283-5475
cmcinnis@debeque.org