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**GRAND JUNCTION CITY COUNCIL
MONDAY, AUGUST 14, 2023
WORKSHOP, 5:30 PM
FIRE DEPARTMENT TRAINING ROOM AND [VIRTUAL](#)
625 UTE AVENUE**

1. Discussion Topics

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

2. City Council Communication

An unstructured time for Councilmembers to discuss current matters, share ideas for possible future consideration by Council, and provide information from board & commission participation.

3. Next Workshop Topics

4. Other Business

What is the purpose of a Workshop?

The purpose of the Workshop is to facilitate City Council discussion through analyzing information, studying issues, and clarifying problems. The less formal setting of the Workshop promotes conversation regarding items and topics that may be considered at a future City Council meeting.

How can I provide my input about a topic on tonight's Workshop agenda?

Individuals wishing to provide input about Workshop topics can:

1. Send an email (addresses found here <https://www.gjcity.org/313/City-Council>) or call one or more members of City Council (970-244-1504);
2. Provide information to the City Manager (citymanager@gjcity.org) for dissemination to the

City Council. If your information is submitted prior to 3 p.m. on the date of the Workshop, copies will be provided to Council that evening. Information provided after 3 p.m. will be disseminated the next business day.

3. Attend a Regular Council Meeting (generally held the 1st and 3rd Wednesdays of each month at 6 p.m. at City Hall) and provide comments during "Citizen Comments."
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Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: August 14, 2023
Presented By: Niki Galehouse, Interim Planning Supervisor, Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Niki Galehouse, Planning Supervisor

Information

SUBJECT:

Zoning and Development Code

EXECUTIVE SUMMARY:

The City hired Clarion Associates to work on updating the City's Zoning and Development Regulations, Title 21 of the Grand Junction Municipal Code. This effort will work toward three primary goals:

- Update the City's development regulations to better implement the City's vision and goals as described in the 2020 One Grand Junction Comprehensive Plan
- Achieve greater simplicity, efficiency, consistency, and legal effectiveness in the code language
- Identify opportunities to facilitate the development of affordable and attainable housing

The project team will present, for City Council discussion, the recent discussions with the Zoning & Development Code Committee and the Planning Commission regarding the Consolidated Draft of the code and provide an overview of the changes made in the Consolidated Draft.

BACKGROUND OR DETAILED INFORMATION:

The project team has been reviewing and discussing the Consolidated Draft of the code with the City Council, Planning Commission, and the Zoning & Development Code Committee. We've received valuable feedback and continue to discuss the changes with these public bodies. Some of the major discussion items updated in the consolidated draft include, but are not limited to:

- Cottage Court Regulations
- Manufactured Home Communities
- Housing Definitions
- Commercial Parking Downtown
- Drive-Through Regulations
- Electric Vehicle Charging
- The Principle Use Table
- Rezoning Review Criteria
- Bicycle Circulation

The project team has presented the changes made to the Consolidated Draft to the Zoning & Development Code Committee, the Planning Commission, and to City Council for discussion and feedback. Those meetings occurred on:

- June 14 - Zoning & Development Code Committee
- June 22 - Planning Commission Workshop
- June 28 - Zoning & Development Code Committee
- July 6 - Planning Commission Workshop
- July 12 - Zoning & Development Code Committee
- July 20 - Planning Commission Workshop
- July 26 - Zoning & Development Code Committee
- August 9 - Zoning & Development Code Committee

A variety of upcoming meetings have also been scheduled, which include:

- August 17 - Planning Commission Workshop
- August 23 - Zoning & Development Code Committee
- September 6 - Zoning & Development Code Committee
- September 7 - Planning Commission Workshop

Two working documents are attached to this agenda item. A brief synopsis of these documents follows:

- Review Completed
 - Updated Minim/Maximum density in MU-1 (pg. 1-2)
 - Cottage Court Dwellings (pg. 3, 6-7, 14)
 - Manufactured Home Communities (pg. 7-8)
 - Temporary Commercial Parking Lots in Downtown (pg. 4-5, 9, 11-12)
 - EV Charging Requirements (pg. 13)
 - Updated Utility Language (discussed and confirmed at prior DCC meetings) (pg. 10)

- To Be Reviewed
 - Rezoning Criteria (pg. 1-2) (*Discussed at the 08.09.23 ZDC Committee Meeting*)
 - Housing Definitions: Co-Housing, Tiny Home/House, Boarding or Rooming House, Transitional Housing (this term isn't in the draft, but we want to discuss it at the meeting) (pg. 12-15)
 - Drive-Through Facility Updates (pg. 3-5)
 - Stormwater and Multi-Modal System (pg. 6-7, 9)
 - Bicycle Circulation (pg. 8)
 - Frontage Measurement Update (relocated from Setbacks) (pg. 10-11)

- Also discussed at the 08.09.23 ZDC Committee Meeting was the topic of significant trees

Staff anticipates that an adoption hearing schedule will promptly follow the final meeting on September 7.

FISCAL IMPACT:

There is no fiscal impact related to this item.

SUGGESTED ACTION:

This item is for Council Discussion only.

Attachments

1. GJZDC_Draft_To Be Reviewed
2. GJZDC_Draft_Review Completed

(d) Code Text Amendment or Rezoning

(1) Purpose

The purpose of this section is to establish the procedure and requirements for requested amendments to the text of this Code or the Zoning Map.

(2) Authority to Initiate

Amendments to this Code and Zoning Map may be proposed by property owners, the City, the Planning Commission, or City Council in order to:

- (i) Reflect trends in development or regulatory practices;
- (ii) Expand, modify, or add requirements for development in general or to address specific development issues;
- (iii) To add, modify or expand zone districts; or
- (iv) To clarify or modify procedures for processing development applications.

(3) Review Procedures

Applications for Code Text Amendment or Rezoning shall meet the common review procedures for major development applications in GJMC 21.02.050(b), with the following modifications:

(i) Application Information

An application for a Code Amendment shall address in writing the reasons for the proposed amendment.

(ii) Public Notice and Hearing Requirements

- (A) The application for either Code Text Amendment or Rezoning shall be scheduled for public hearings before the Planning Commission and City Council and shall be noticed pursuant to **GJMC 21.02.030(f)**.
- (B) The Planning Commission or City Council may add additional property to be considered for a Rezoning if such additional property is identified in the notice.

(iii) Review Criteria

An applicant for text amendment or rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency

The proposed zoning is predominantly consistent with the Comprehensive Plan.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting Sec. 21.02.030(b)
2	Application Submittal & Review Sec. 21.02.030(d)(1)
3	Complete Applications with Changed Status Sec. 21.02.030(f)
4	Public Notice Sec. 21.02.030(g)
5	Planning Commission Recommendation or Decision Sec. 21.02.030(h)
6	City Council Decision Sec. 21.02.030(h)
7	Post-Decision Actions Sec. 21.02.030(i)

ALTERNATIVE: The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

(B) Development Patterns

The proposed zoning will result in logical and orderly development pattern(s).

(C) Benefits

The community and/or area may derive additional benefit(s) from the proposed zoning.

- ~~(A) The proposed text amendment or rezoning is consistent with the adopted Comprehensive Plan and the plan's land use plan and map. Application of the plan principles, goals, and strategies and the responses to Criterion (B) may be used to help show the consistency of the proposal.~~
- ~~(B) A residential rezoning request must be consistent with the preponderance of relevant numbered items listed in the How We Will Get There section of Principles 3 and 5 of the 2020 Grand Junction Comprehensive Plan. A mixed-use or nonresidential rezoning request must be consistent with a preponderance of the relevant numbered items listed in the How We Will Get There section of Principles 2 and 3.~~
- ~~(C) If the Comprehensive Plan (as amended) recommends more than one zone district as an implementing zone district (not including Public, Parks, and Open Space districts), the applicant will also have the burden to provide evidence that the densest or most intense form of development allowed in the required zone district can feasibly occur in a manner compatible with future surrounding development as identified in the Comprehensive Plan. Compatible, for the purposes of this section, is defined in terms of:
 - ~~a. The comparative generation of vehicle traffic between the proposed zone district, the adjacent existing development, the adjacent future development as indicated in the Comprehensive Plan Land Use Map, and other less-intense zone districts also identified as implementing zone districts by the Comprehensive Plan; and~~
 - ~~b. The ability of the subject site to meet required transitions in GJMC 21.05.040 between the range of structures and uses allowed and adjacent structures and uses where applicable.~~~~

(4) Lapsing and Extension of Approvals

Approved Code Text Amendments or Rezoning do not expire.

Table 21.04-2: Accessory Use Table
 A = Allowed Use C = Conditional Use

Current Zone Districts	R-R	R-E	R-1	R-2	R-4	R-5	R-8, MXR-3	R-12, MXR-5	R-16	R-24, MXR-8	R-O, B-1, MXG-3, MXS-3, MXOC	M-U, BP, C-1, MXG-5, MXS-5, MXG-8, MXS-8	B-2	C-2	I-O	I-1	I-2	CSR/New	CSR/New	
Proposed Zone Districts	R-R	R-ER	R-IR	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CC	I-OR	I-1	I-2	P-1	P-2	Use-Specific Standards
Commercial Uses																				
Agri-business ³³⁰	C	C																C	C	
Animal Agriculture ³³¹	A/C	A/C	A/C													A/C	A/C	A/C	A/C	21.04.030(d)(2)
Drive-Through Facility ³³²											C ³³³	AC ³³⁴	A	A	A ³³⁵	A			C ³³⁶	21.04.040(e)(2)(i)

³³⁰ Existing use term not currently included in the Use Table.

³³¹ New as an accessory use. Reflects the combined use permissions of "Animal Confinement," "Confined Animal Feeding Operation, Feedlot," and "Dairy."

³³² Consolidates "Drive-Through Uses" for Restaurants, Retail, and Office.

³³³ Drive-Through Retail and Office are currently Allowed uses and Drive Through Restaurant is a prohibited use in B-1 and Drive-Through Retail, Restaurant and Office are currently prohibited uses in R-O.

³³⁴ Drive-Through Retail and Restaurants are currently prohibited uses and Drive-Through Office is currently an Allowed use in M-U and Drive-Through Retail, Restaurant and Offices are currently Allowed uses in BP and C-1. Updated from Conditional to Allowed use (July 2023).

³³⁵ Drive-Through Retail and Restaurant are currently prohibited uses and Drive-Through Office is currently an Allowed use in I-O.

³³⁶ Drive-Through Retail and Restaurant are currently prohibited uses and Drive-Through Office is currently an Allowed use in CSR.

- b. The construction and location of the loft shall not conflict with the requirements of this Code or building code. The loft shall be enclosed except for the aviary portion which cannot exceed 20 percent of the floor area of the loft.
- c. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the City.
- d. All feed for said pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin.
- e. A maximum of 50 performing birds shall be allowed on parcels of one-half acre or less. On parcels greater than one-half acre, a maximum of 100 performing birds shall be allowed. Performing birds are birds that leave the loft in training and for racing.
- f. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition; and at no time shall pigeons be allowed to perch or linger on the buildings or property of others. Pigeons shall be fed only in the confines of the loft.
- g. No one shall release pigeons to fly for exercise, training or competition except in compliance with the following rules:
 1. The owner of the pigeons must be a member in good standing of an organized pigeon club, such as the Grand Junction Racing Pigeon Club, The American Racing Pigeon Union, Inc. or other club that has rules that will help preserve the peace and tranquility of the neighborhood.
 2. Pigeons will not be released for flying which have been fed within the previous four hours.
 3. Pigeons shall be banded and registered with one of the national pigeon associations/registries.
 4. A structure housing racing pigeons shall be no closer than 50 feet to any adjacent residential or commercial structure on another property.

(2) Commercial Uses

(i) Drive-Through Facility³⁵¹

~~(A) Drive-through windows shall be located to the side or rear of the principal building and not between any side of a principal building and any street, to the maximum extent practicable.~~

~~(B)~~(A) All drive-through facilities shall be designed and located to avoid impairing pedestrian mobility to or from the principal structure or creating risks to pedestrian safety.

³⁵¹ New.

~~(C)~~(B) Drive-through facilities shall be clearly signed and marked to provide efficient flow through the facility.

~~(D)~~(C) Drive-through lanes shall be set back at least 10 feet from a residentially zoned lot.

~~(E)~~(D) All drive-through facilities shall comply with the loading and stacking standards as set forth in TEDS.

(ii) Electric Vehicle (EV) Charging Facility³⁵²

(A) EV charging facility spaces shall count toward the minimum off-street parking requirement and shall be located on the same lot as the principal use.

(B) EV charging facility spaces shall be signed for the charging of electric vehicles only.³⁵³

(C) EV charging facility equipment shall be located so that it does not interfere with vehicular, bicycle, or pedestrian access and circulation, or with required landscaping.

(iii) Home Occupation, Daycare or Other³⁵⁴

(A) Applicability

a. A home occupation, daycare or other is allowed in accordance with Table 21.04-2: Accessory Use Table.

b. All home occupations listed below shall not be subject to all applicable home occupation regulations and standards if all persons engaged in such activities reside on the premises and all applicable conditions are satisfied:

1. Artists, sculptors, composers not selling their artistic product to the public on the premises;
2. Craft work, such as jewelry-making and pottery with no sales permitted on the premises;
3. Home offices with no client visits to the home permitted;
4. Telephone answering and message services; and
5. Medical marijuana cultivation by a patient or primary caregiver; provided, however, that:

³⁵² New.

³⁵³ Removed "Such spaces shall be posted accordingly, including any amperage and voltage levels, time limits, and contact information for reporting issues" in Consolidated Draft.

³⁵⁴ Current 21.04.040(g), unless otherwise noted. Overall structure of the content has been reorganized to increase user friendliness.

(2) Sanitary Sewer System

All lots must be served by a sewer system connected to a public wastewater treatment facility. Sewer variance requests are subject to "Permit Application for Sewer Variance" administered by the Manager of the Persigo Wastewater Treatment Plant.

(3) Utilities³⁸¹

All new electric utilities shall be provided and paid for by the developer and shall be installed underground. ~~Necessary~~ Above-ground facilities associated with new installations (e.g., pedestals, transformers, and transmission lines of 50kv capacity or greater) and temporary overhead lines may be allowed if deemed necessary by the Director.

(4) Stormwater Management

- (i) All proposed development must ~~provide for on-site runoff collection and conveyance in accordance with~~ comply with GJMC Title 28, Stormwater Management Manual (SWMM), and applicable state and federal regulations.
- (ii) An impact fee may be paid in-lieu of the construction of applicable stormwater facilities where the project meets the requirements of GJMC 28.56.050, Drainage Fee in-Lieu of Detention.

(e) Multi-Modal Transportation System³⁸²

(1) Design Standards

- (i) The developer shall design and ~~provide a multi-modal transportation system, including construct all~~ streets, alleys, sidewalks, trails, active transportation corridors, and ~~bike paths~~ Active Transportation Corridors shall be designed and constructed in accordance with GJMC Title 29, TEDS.
- (ii) No developer shall propose a site design or plan which could result in the developer controlling access to a street, alley, or right-of-way.
- (iii) Easements shall be provided as required for improvements. Alleys may be used for placement of utilities and infrastructure.
- (iv) The developer shall provide off-site ~~infrastructure access into or out of the perimeter of the site if~~ needed to provide safe and adequate access and circulation for all users.
- (v) Each development with one or more buildings (except detached dwellings) shall provide paved pedestrian sidewalk connections to nearby public streets. Pedestrian connections shall be separate from parking and driveway areas.

(2) Right-of-Way Dedication

- (i) A developer shall dedicate to the City all rights-of-way needed to serve the project in accordance with the Grand Junction Circulation Plan, as amended.
- (ii) Required right-of-way dedications shall be at no cost to the City. Such dedications shall not be eligible for transportation impact fee credit.

³⁸¹ Removed "necessary" and added "associated with new installations" (July 2023).

³⁸² Current 21.06.010 (partial), 21.06.100, and 21.06.090. Revised for clarity (July 2023).

(3) Required Street Improvements

(i) Scope of Street Improvements

Minimum street improvements shall be those required for the safe ingress and egress of vehicular traffic to and from the development and include the design and construction of all streets internal to and ~~fronting along the perimeter of~~ a development that are designated as local or unclassified in the Grand Junction Circulation Plan.

(ii) Applicable Street Standard and Oversizing

~~(A)~~ Minimum access is taken from a collector or arterial road.

~~(A)(B)~~ Any unbuilt street that is designated in the Grand Junction Circulation Plan as a collector or arterial and is internal to the development shall be constructed to a local street standard by the developer.

~~(B)(C)~~ Based on the City's Circulation Plan and input from the Public Works Director, the City may require the developer to design and construct the street to a collector or arterial standard, thereby requiring the oversizing of streets. When oversizing is required, the developer may be eligible for a City cost-share agreement in the differential amount between the required local street improvement and the required collector or arterial street improvement.

(iii) Safe Ingress and Egress

~~(A)~~ Commencing January 1, 2012, tThe developer shall be responsible for the design and construction of any turn lanes needed to achieve safe ingress and/or egress, if turn lanes to and from the development are warranted based on a traffic impact study.

~~(A)(B)~~ Where a perimeter street is not required for minimum access, no local improvements will be required.

~~(B)(C)~~ Where a safety improvement is for the benefit of a development but will benefit other future developments, the developer may request the City to provide a reimbursement agreement.

(4) Improvement Deferral for Existing Local Streets

(i) Policy and Applicability

(A) Many areas of the City were developed in the unincorporated areas of Mesa County without modern urban street and drainage facilities. In many such neighborhoods and areas, the existing local streets do not have curbs, gutters or sidewalks. Given that there are no serious safety or drainage problems associated with these local streets, there is no current reason to improve these streets or to install curbs, gutters and/or sidewalks. When an owner in one of these established neighborhoods chooses to subdivide a lot or parcel or an owner in a commercial or industrial area chooses to develop a lot or parcel, unless such improvements are extended off site to connect to a larger system, the new "short

- (C) Lots on the loop lane may be 20 percent smaller and the rear setback can be 10 feet less (10 feet minimum) than as required by the zone district.
- (D) No gateways, locked entries or other access constraints are allowed across the loop lane.

(8) Bicycle Circulation³⁸⁶

(i) Required Bicycle Access³⁸⁷

- (A) All new development, except individual lot development of a single-family detached or duplex dwellings, shall include reasonably direct connections to the City's on-street bikeway network and ~~off-road trail system~~Active Transportation Corridors to the maximum extent practicable.
- (B) The connection(s) and/or access point(s) shall be located so that it does not interfere with vehicular or pedestrian access and circulation, or with required landscaping.

(ii) Bike Lane Right-of-Ways Required

- (A) All new development except individual lot development of a single-family detached or duplex dwellings (including subdivisions for such dwellings) shall provide right-of-way for bike lanes along the frontage of the development site with an existing street where bike lanes are called for by the comprehensive plan or other City-adopted plans addressing transportation (unless an existing bike lane meeting City standards is already in place). The Director and/or the City Engineer may allow alternatives to this requirement where compliance is impractical.
- (B) Required bike lanes shall be ~~provided located~~ within the right-of-way of the street and not on private property unless the City Engineer determines that location within the right-of-way is not practicable or preferable—in which case, alternatives may be allowed by the Director and/or the City Engineer.
- (C) Bike lanes shall conform to GJMC Title 29, TEDS.

21.05.030 PARKS, OPEN SPACE, AND TRAILS³⁸⁸

(a) Open Space Dedication

(1) Applicability

- (i) The owner of any residential development of 10 or more lots or dwelling units shall dedicate 10 percent of the gross acreage of the property or the equivalent of 10 percent of the value of the property as a fee in-lieu of dedication. The decision as to

³⁸⁶ New

³⁸⁷ Deleted proposed internal bicycle circulation requirements and replaced with external connection requirement in Consolidated Draft.

³⁸⁸ Current 21.06.020.

whether to accept the fee in-lieu or land as required by this section shall be made by the Director.

- (ii) Subdivisions with fewer than 10 lots or residential dwelling units are exempt from this requirement unless the developer or owner also owns land adjacent to the proposed subdivision, in which case the Planning Commission shall determine the open space requirement.

(2) Calculation of Fee In-Lieu

- (i) To calculate the correct fee in-lieu, the owner shall have the property appraised by an MAI appraiser. For purposes of this requirement, the property shall be considered the total acreage notwithstanding the fact that the owner may develop or propose to develop the property in filings or phases. The owner is responsible for all costs of the appraisal and report. An appraisal is not required for a 10 percent land dedication.
- (ii) The appraiser's report shall be submitted to the City for purposes of determining fair market value and otherwise determining compliance with this section. The owner waives any privilege and/or protection that may exist or be asserted to exist over the details of the appraisal. The appraisal is and shall be considered by the City as an open record under the Colorado Open Records Act.

(3) Dedication and/or Fee Payment

- (i) The required dedication and/or payment shall be subject to and made in accordance with this Code. The City Council may accept the dedication of land so long as the land dedicated to the City is at least 10 percent of gross acreage or is found to provide adequate public benefit. If the dedication is less than 10 percent of the gross acreage and is not found to provide adequate public benefit, the owner shall have the property appraised per GJMC 21.05.030(a)(2) to determine the difference in value between the land dedication and value of the property and to calculate a fee that corrects the difference.
- (ii) As part of any project approval, the owner shall dedicate, at no cost to the City, public trails, rights-of-way and waterfront greenbelts/access as designed on and as needed to implement adopted plans of the City. Property dedicated to meet this requirement shall be included in the 10 percent land dedication calculation. If such dedication is claimed to exceed constitutional standards, the owner shall so inform the City Attorney who, if he agrees, shall ask the City Council to pay a fair share of the value of such dedication or waive all or part of such required dedication.
- (iii) For subdivisions, the land dedication or open space fee is required and payable at the time of platting, when applicable.

(4) Private Open Space

Private open space and/or recreational area in any development, or outdoor living area required in a multifamily development, shall not be a substitute for the required land dedication.

(b) Pedestrian and Bicycle Trails

- (1) Trails shall be constructed in accordance with applicable City standards.

(b) Distances

(1) Cannabis Operation Separation

The separation distance shall be computed by direct measurement from the nearest property line of the land use to the nearest portion of the building or unit in which the regulated cannabis is to be sold, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing or utilizing alleys, following striping or parking patterns or on-site designated pedestrian routes, with right angles at crossings and with the observance of traffic regulations and traffic signals.

(c) Lot and Site Measurements

(1) Frontage

- (i) Lot frontage is measured as the distance for which a lot abuts a street.
- (ii) Street frontage is measured between side lot lines along the front lot line.
- (iii) When a lot fronts on more than one public street, one side shall be designated by the property owner or applicant as the front. This will be used for the purposes of determining setbacks, street orientation, and other similar measurements.

(-)

~~(3)~~(2) Lot Area Measurement

Lot area is measured as the amount of net land area contained within the property lines of a lot or parcel, not including street right-of-way.

~~(4)~~(3) Lot Coverage⁵²⁸

- (i) Lot coverage is measured as the percentage of the total lot area covered by structures. It is calculated by dividing the square footage of structure coverage by the square footage of the lot.
- (ii) The following shall be counted as structures for purposes of determining lot coverage:⁵²⁹
 - (A) Areas covered by swimming pools;
 - (B) Areas covered by structures with a roof; and
 - (C) Structures that are more than six feet tall and enclosed on three or more sides with walls that are less than 25 percent open.

~~(5)~~(4) Lot Width

Lot width is measured between side lot lines along the front lot line.

⁵²⁸Updated per Landscaping Ordinance adopted December 21, 2022.

⁵²⁹ New.

~~(6)(5)~~ **Setbacks**

(i) Measurement

- (A) Setbacks are measured as the unobstructed unoccupied open area between the furthestmost projection of a structure and the property line of the lot on which the structure is located, except as modified by the standards of this Code.

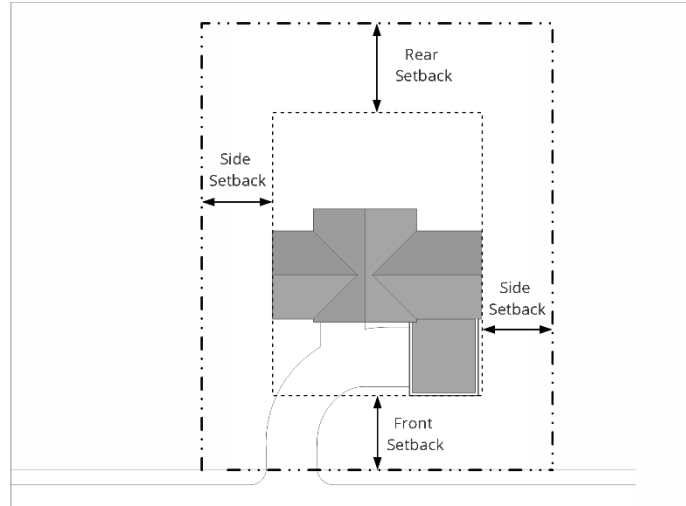


Figure 14.01-1 Setbacks

~~(B)~~ When a lot fronts on more than one public street, one side shall be designated by the property owner as the front. All other frontages shall comply with the street side setback.

~~(C)(B)~~ There is no internal side setback for attached single-family dwellings or the common wall of two-family dwellings. Side setbacks shall be measured at the external wall of attached dwellings.

~~(D)(C)~~ Setbacks shall be unobstructed from the ground to the sky except as specified in this section.

~~(E)(D)~~ Vehicle storage setbacks are measured from the storage entrance to the property line.

(ii) Setback Encroachment Measurement

Setback encroachment shall be measured from the minimum required setback line towards the lot line; setback encroachments are always measured from the same point and are not cumulative.

(d) Structure Measurements

(1) Gross Floor Area (GFA)

- (i) Gross floor area is measured within the exterior face of exterior walls or the centerline of walls separating two abutting buildings, but excluding any space where floor-to-ceiling height is less than 6.5 feet. Gross floor area includes covered and uncovered outdoor courtyards, arcades, atria, paseos, walkways, and corridors location at or near



Figure 14.02-2 Landscaped Berm

Block

A land area consisting of contiguous lots established by recorded plats, usually bordered by a combination of streets, public parks, cemeteries, railroad right-of-way, or other barrier to the continuity of development.

Block Frontage

All property fronting on one side of a street between intersecting or intercepting streets, or between a street and a street right-of-way, waterway (wider than 30 feet), or end of a dead end street. An intercepting street shall determine only the boundary of the frontage of the side of the street which it intercepts.

Board

Unless otherwise indicated in the text, shall refer to the Zoning Board of Appeals.

Boarding or Rooming House⁵⁴⁴

~~A residential structure that is the operator's personal primary residence where lodging is provided, with or without meals, for compensation. A boarding house is not a bed and breakfast or short-term rental building containing a single dwelling unit and three or more rooms where lodging is provided, with or without meals, for compensation. "Compensation" may include money, services, or other things of value.~~

Brewery, Distillery, or Winery⁵⁴⁵

Brewery

Any establishment where malt liquors are manufactured, except a brew pub.

⁵⁴⁴ Deleted "A rooming/boarding house differs from a Group Living Facility in that a boarding and rooming house does not have staff and its residents do not receive care, treatment or assistance with daily living at the facility. For purposes of this definition, receiving compensation in the form of rent or "room and board" does not render someone "staff"; staff is compensated by a salary or rate of pay based upon hours worked or work accomplished." [Replaced definition in entirety in July 2023 draft.](#)

⁵⁴⁵ Replaces "Alcoholic Beverage Production." Terms and definitions align with those Title 44 C.R.S (Alcohol and Tobacco Regulation).

Dwelling Unit

One or more rooms designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, Co-Housing⁵⁶²

~~A residential development that contains four or more individual bedrooms or dwelling unit where each bedroom or dwelling unit is leased for a period of at least 28 consecutive days. When the co-housing development is contained within one residential building, each bedroom may, but need not, contain food preparation, sanitary facilities, or both. The building may contain some combination of shared bath or toilet facilities and/or shared cooking or eating facilities for occupants. When the co-housing development includes multiple dwelling units, the individual units may or may not have partial or complete kitchens and may include a community building(s) with a community kitchen and dining room intended for communal use on a regular basis. This use includes but is not limited to single-room occupancy facilities, dormitories, and both non-profit and for-profit housing cooperatives, but does not include any facility meeting the definition of a group living facility, fraternity or sorority, or rooming and boarding house.~~
~~sidential development that does not meet the definition of a group living facility, that combines individual dwelling units that may or may not have partial or complete kitchens with common access to and common use of some living and eating areas and areas and facilities for the preparation and serving of food within the dwelling unit.~~

Dwelling, Cottage Court⁵⁶³

A residential development, including co-housing developments, that combines a group of small individually owned single-family dwelling units, including tiny homes, on a single parcel of land that are oriented around a shared open space for communal use by the residents of the development and may include a shared parking area and/or a shared community building. This definition shall not include any use meeting the definition of a manufactured housing community.

Dwelling, Duplex⁵⁶⁴

A single residential building on a single lot containing two dwelling units, each designed for use and occupancy by no more than one family. The two units must be able to function as dwelling units independently of each other, but may be located side-by-side, in front and behind, or above and below each other.

⁵⁶² Renamed from "Other Group Living" and refined definition. Replaced in entirety with new definition July 2023.

⁵⁶³ New term and definition. Removed size limitation from definition and relocated to the new use-specific standards for cottage court dwellings in Consolidated Draft. Added reference to co-housing development and "that are oriented around a shared open space for communal use by the residents of the development and may include a shared parking area and/or a shared community building" (July 2023).

⁵⁶⁴ Renamed from "Two-Family Dwelling." Refined definition for clarity.

Dwelling, Live/Work⁵⁶⁵

A single building containing an integrated living and working space, and in which the living areas is located above or behind the working space.

Dwelling, Multifamily⁵⁶⁶

One or more buildings or portion of buildings on a single lot arranged, designed, and intended to be used for occupancy by five or more families living independently of each other or as a co-housing development and containing five or more dwelling units on the same or separate lots.

Medium Multifamily

A multifamily dwelling lot that contains 5 to 12 dwelling units.

Large Multifamily

A multifamily dwelling that contains over 12 dwelling units.

Dwelling, Single-Family Detached⁵⁶⁷

A residential building designed for use and occupancy by no more than one family and is not attached to any other dwelling or building by any means (except an approved accessory dwelling unit), on a single lot. Manufactured homes shall be considered single-family detached dwellings.⁵⁶⁸

Dwelling, Single-Family Attached⁵⁶⁹

Three or more attached single-family dwelling units attached side by side under one roof that share a common vertical side or rear wall reaching from the building foundation to the roof structure, each of which is located on its own separate lot.

Dwelling, Tiny Home⁵⁷⁰

A structure that:

1. Is permanently constructed on a vehicle chassis;
2. Is designed for long-term residency;
3. Includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home;
4. Is not self-propelled; and
5. Has a square footage of not more than 400 square feet, single-family dwelling constructed on a frame and capable of being transported on its own wheels but from which the wheels have been removed, that contains less than 400 square feet of gross floor area, and that meets

⁵⁶⁵ New term and definition.

⁵⁶⁶ New definition for existing term. Removed previously proposed size distinctions based on maximum residential density in Consolidated Draft. Added reference to co-housing development (July 2023).

⁵⁶⁷ Refined definition for clarification.

⁵⁶⁸ Manufactured homes added to definition.

⁵⁶⁹ New term and definition.

⁵⁷⁰ New term and definition.

~~either the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sections 5401 et. seq.) or the building code.~~

This use does not include manufactured homes, recreational park trailers, or recreational vehicles.

Dwelling, Triplex or Fourplex⁵⁷¹

A single residential building on a single lot containing either three or four dwelling units, each of which is designed for use and occupancy by one family.

E

Easement

An interest in land that is less than fee title which entitles the holder to a specific limited use or enjoyment.

Educational Facilities (Use Category)⁵⁷²

Use in this category include public, private, and parochial institutions at the primary, elementary, middle, high school, or post-secondary level, including colleges and college campuses. Accessory uses commonly include play areas, cafeterias, recreation areas, auditoriums, and day care facilities.

Electric Vehicle Charging Facility⁵⁷³

A facility in which electric vehicle charging services are made available to the public or to members for a fee, including structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

Emergency Shelter⁵⁷⁴

A facility providing basic services that may include food; personal hygiene support; information and referrals; employment, mail and telephone services; including overnight sleeping accommodations, to people with limited financial resources, including people who are experiencing homelessness.

Eminent Domain

The authority to acquire or take, or to authorize the taking of, private property for the public use or public purpose.

Engineer

An engineer licensed by the Colorado Board of Registration.

Equipment

Rolling stock or movable personal property except that, for the purpose of this Code, it shall not include those items defined as heavy equipment.

⁵⁷¹ New term and definition.

⁵⁷² New definition for new use category.

⁵⁷³ New term and definition.

⁵⁷⁴ Replaces "Homeless Shelter" term and definition.

(c) Mixed-Use Neighborhood (MU-1)⁵⁹

(1) Intent

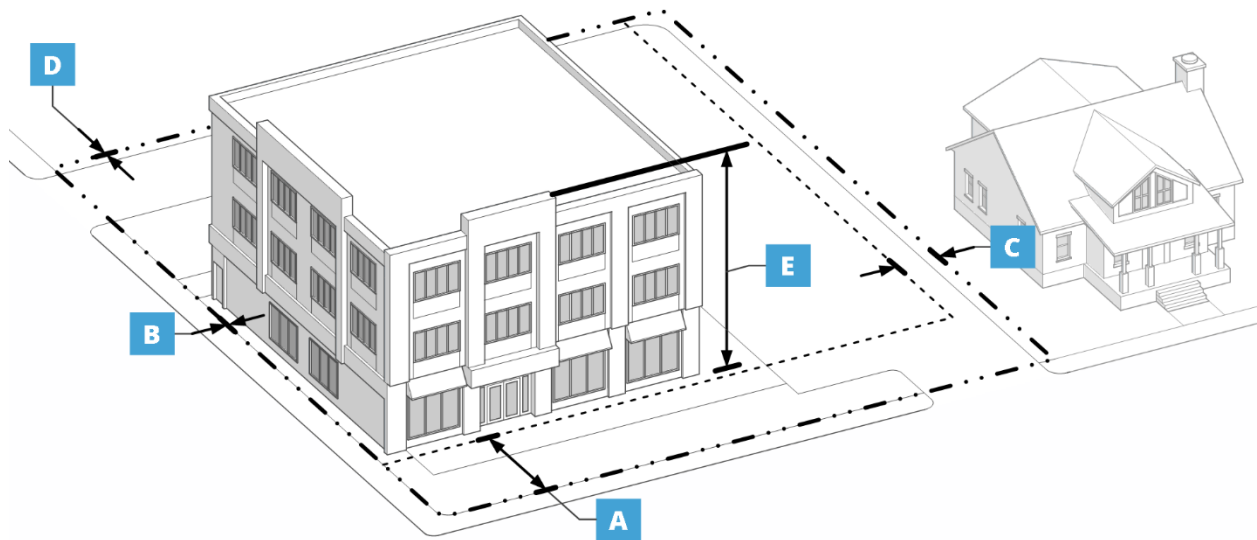
The MU-1 district is intended to provide low intensity, neighborhood service, office, and limited retail uses that can include second residential uses and are compatible with adjacent residential neighborhoods. Development should be compatible and complementary in scale and appearance to a residential environment. MU-1 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

(2) Uses

Permitted principal and accessory uses are identified in GJMC Chapter 21.04.

(3) Dimensions

- (i) The following dimensions apply in the MU-1 zone district as follows:
 - (A) Structures that are designed for residential use only shall comply with the dimensional standards of the residential district referenced here. Residential development shall comply with the density standards provided for MU-1.
 - (B) Structures that are either mixed-use or non-residential shall comply with the dimensional standards for MU-1 provided here.



Lot Standards		Building Standards		
Residential Standards		Setbacks: Principal Structure (min)		
Applicable district standards [1]	RM-8 or RM-12	A	Front	15

⁵⁹ Based on current R-O and B-1 and incorporating the more permissive dimensional standards except the minimum density of 8 du/acre that is established by One Grand Junction. Relevant dimensional and district-specific standards have been carried forward into the zone district and applicable design requirements have been relocated to [Chapter 21.05](#), Site and Structure Development Standards.

Chapter 21.03: Zone Districts and Dimensional Standards

21.03.060(c): Mixed-Use Neighborhood (MU-1)

21.03.060. Mixed-Use Districts

Lot Standards	
Minimum Density, <u>Min Max</u> ⁶⁰	8 du/acre <u>N/A</u>
Mixed-Use Lot Standards	
Lot Area (min, ft)	4,000
Lot Width (min, ft)	50
Lot Coverage (max, %)	70 ⁶¹
Parking, Loading, Service	
Access and Location	Side or Rear
Use Limits	
Outdoor uses are not allowed on residential-only lots	
Notes: [1] Either district may be chosen at rezoning; the chosen district shall be applied consistently.	

Building Standards		
B	Side	0
C	Side Abutting Residential	5
D	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Side	0
	Side Abutting Residential	5
	Rear	0
Height (max, ft)		
E	Height	40
Gross Floor Area (max, sf)		
	Retail	15,000
	Office	30,000

⁶⁰ New (July 2023). Replaced 8 du/acre maximum.

⁶¹ Updated to align with Landscaping Ordinance.

Table 21.04-1: Principal Use Table																				
A= Allowed Use C= Conditional Use																				
Current Zone Districts	R-R	R-E	R-1	R-2	R-4	R-5	R-8, MXR-3	R-12, MXR-5	R-16	R-24, MXR-8	R-O, B-1, MXG-3, MXS-3, MXOC	M-U, BP, C-1, MXG-5, MXS-5, MXG-8, MXS-8	B-2	C-2	I-O	I-1	I-2	CSR/New	CSR/New	
Proposed Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use-Specific Standards
Residential Uses																				
Household Living ⁷⁵																				
Dwelling, Single-Family Detached	A	A	A	A	A	A	A				A ⁷⁶		77						A	
Dwelling, Tiny Home ⁷⁸	A	A	A		A	A	A				A								A	
Dwelling, Single-Family Attached			A		A	A	A	A			A								A	
Dwelling, Co-Housing⁷⁹					A	A	A	A	A	A	A		A							
Dwelling, Cottage Court					A	A	A	A	A	A	A	A								

⁷⁵ ~~Removed co-housing dwelling as separate use type and integrated into definitions of cottage court and multi-family dwellings (July 2023).~~

⁷⁶ Currently a Conditional use in B-1 and an allowed use in R-O.

⁷⁷ Currently a Conditional use in B-2.

⁷⁸ Reference new definition that clarifies this does not include Tiny Houses on Wheels (based on Building Code restrictions for dwellings).

⁷⁹ ~~Based on "Other Group Living" category.~~

Table 21.04-1: Principal Use Table																				
A= Allowed Use C= Conditional Use																				
Current Zone Districts	R-R	R-E	R-1	R-2	R-4	R-5	R-8, MXR-3	R-12, MXR-5	R-16	R-24, MXR-8	R-O, B-1, MXG-3, MXS-3, MXOC	M-U, BP, C-1, MXG-5, MXS-5, MXG-8, MXS-8	B-2	C-2	I-O	I-1	I-2	CSR/New	CSR/New	
Proposed Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use-Specific Standards
Parking Lot or Garage, Commercial ¹⁹⁶											A ¹⁹⁷	A		A	A	A	A		A	
Parking Lot, Commercial ¹⁹⁸											A ¹⁹⁹	A	C ²⁰⁰	A	A	A	A		A	21.04.030(d)(10)
Transportation Depot ²⁰¹												A ²⁰²	A	A	A	A	A		A	
Truck Stop														A		A	A			
Vehicles and Equipment																				

¹⁹⁶ Renamed from "Parking, Commercial." Separated from "Parking Lot or Garage" (July 2023).

¹⁹⁷ Currently a Conditional use in R-O and an Allowed use in B-1.

¹⁹⁸ Renamed from "Parking, Commercial." Separated from "Parking Lot or Garage" (July 2023).

¹⁹⁹ Currently a Conditional use in R-O and an Allowed use in B-1.

²⁰⁰ New.

²⁰¹ Replaces Bus/Railroad Depot.

²⁰² Currently a prohibited use in M-U and BP and an Allowed use in C-1.

²⁰³ Currently an Allowed use in C-1 and BP and a prohibited use in M-U.

Table 21.04-1: Principal Use Table																				
A= Allowed Use C= Conditional Use																				
Current Zone Districts	R-R	R-E	R-1	R-2	R-4	R-5	R-8, MXR-3	R-12, MXR-5	R-16	R-24, MXR-8	R-O, B-1, MXG-3, MXS-3, MXOC	M-U, BP, C-1, MXG-5, MXS-5, MXG-8, MXS-8	B-2	C-2	I-O	I-1	I-2	CSR/New	CSR/New	
Proposed Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use-Specific Standards
Transfer Facility, Solid Waste																C	C		253	
Recycling Collection Facility																C	C			
Recycling Collection Point											C ²⁵⁴	C ²⁵⁵	C	C	C	C	C	C	C	
Solid Waste Disposal or Processing Facility																C	C		256	
Temporary Uses																				
<u>Parking Lot, Temporary</u> ²⁵⁷											A	A	A	A	A	A	A		A	21.04.050(b)
All <u>Other</u>											A	A	A	A		A	A	A	A	21.04.050(c)

²⁵³ Currently a Conditional use in CSR.

²⁵⁴ Currently a prohibited use in R-O and a Conditional use in B-1.

²⁵⁵ Currently a prohibited use in M-U and BP and a Conditional use in C-1.

²⁵⁶ Currently a Conditional use in CSR.

²⁵⁷ Relocated from off-street parking standards (July 2023).

activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director.

(b) Residential Uses and Structures²⁵⁹

(1) Cottage Court Dwelling²⁶⁰

(i) Dimensional and Density Standards

(A) The minimum project size for a cottage court development is one-half acre and the maximum project size is five acres. The cottage court development may be a designated area within a larger development.

(B) The maximum density permitted is the maximum density of the Comprehensive Plan Land Use Designation applicable to the A minimum of one dwelling unit or an increase of up to 20 percent increase over the maximum density (rounded up) permitted in the underlying zoning district by 20 percent is allowed when the project can meet other GJMC standards.

~~(i)~~—

~~(ii)(C) The maximum size of the building footprint of each ground floor dwelling unit shall be 1,000 square feet.~~

~~(D) The maximum building height of the individual dwelling units shall not exceed 25 feet.~~

~~(E) All other building and lot requirements, including principal and accessory structure setbacks and lot coverage limitations, for the base zoning district shall apply to the project site as a whole (not individual units). Building separation shall meet the minimum requirements of the building code.~~

(ii) Design Standards

~~(A) Individual dwellings shall be clustered around a shared open space containing a minimum of 10 percent of the total lotsite area shall be private common open space.~~

~~(ii)(B) No portion of private common open space may be less than 20 feet in width or length.~~

~~(C) A community building(s) for the sole use of the cottage court dwelling residents may be used to meet up to 25 percent of the required common open space requirement, but the building square footage shall total no more than 1,500 square feet gross floor area. A shared facility for communal cooking, dining, and other activities containing no more than 2,000 square feet may be provided and~~

²⁵⁹ For multifamily dwellings, current standards related to site or structure layout or design, including the open space dedication requirement, have been removed and are addressed in the Site and Structure Standards.

²⁶⁰ New standards in Consolidated Draft. Updated July 2023.

~~shall not count against the maximum density limits. Community buildings shall not count toward the maximum density calculation.~~

~~(D) Paved paths for pedestrian circulation may count toward common open space, but parking areas and driveways for vehicular circulation may not count toward common open space.~~

~~(E) Cottage court developments may use the [narrow street cross section] set forth in GJMC Title 29 (TEDS).~~

~~(iv)(F) If Required landscaping is required by per GJMC Chapter 21.07, landscaped areas may count toward up to 30 percent of the required private common open space.~~

~~(v) Lot and setback requirements for the base zoning district shall apply to the project site as a whole.~~

(2) Manufactured and Mobile Homes

The following regulations apply to the construction or placement of a manufactured home on a lot²⁶¹:

- (i) No mobile home may be used as a dwelling in the City except in an established mobile home park. No new mobile homes shall be established in the City.²⁶²
- (ii) Every dwelling, with the exception of mobile or ~~m~~Manufactured ~~h~~Homes placed in mobile home parks, shall meet the standards set forth on the City's website.

(3) Manufactured Housing Community²⁶³

(i) Density and Setbacks²⁶⁴

~~All building and lot requirements, including principal structure setbacks and maximum density requirements, for the base zoning district shall apply to the project site as a whole (not individual units).~~

~~(-) Manufactured housing communities shall have a maximum density of eight units per acre and a minimum density of four units per acre.~~

~~(-) No manufactured home or structure shall be closer than 25 feet to any perimeter property line, nor closer than 20 feet to another manufactured home or any building in the community, except where manufactured homes are parked end-to-end, the end clearance shall be at least 15 feet.~~

²⁶¹ Deleted reference to modular home – modular homes are a type of single-family detached dwelling.

²⁶² Second sentence is new for clarification.

²⁶³ Current 21.04.03(f), unless otherwise noted. Removed specific criteria for approval to prevent the application of overburdensome requirements to this residential use type, when similar residential uses are not required to meet the same or similar standards. Content reorganized with additional headings for clarity.

²⁶⁴ New (July 2023).

(iv)(ii) Manufactured Homes and Spaces

- (A) Mobile homes, recreational vehicles, or travel trailers may not be used as residences within a manufactured housing community.
- (B) Each space shall be numbered in a conspicuous location and a space map posted at the entrance to the property.
- (C) All manufactured home spaces shall abut on a hard-surfaced roadway of not less than 24 feet in width. The roadway shall be adequately lighted and drained and shall have unobstructed access to a paved public street or highway.
- (D) No additions shall be built onto any manufactured home other than a porch or entryway. Porches and entryways may not extend any closer than 105 feet²⁶⁵ from the nearest manufactured home and its additions.
- (E) All manufactured homes shall be skirted and anchored in a manner approved by the Director.

(v)(iii) Site Design²⁶⁶

- (A) All buildings and manufactured homes within the community shall be served with centralized water supply and sewage disposal systems approved by the City.
- (B) All parking and driveway areas shall be paved with an all-weather surface that is constructed of concrete, asphalt, or a similar dust-free impermeable or permeable material.²⁶⁷
- (C) Convenient, safe pedestrian path networks at least five feet wide shall be provided from dwelling units to recreation areas, bus stops, parking areas, commercial uses, nearby schools, and any public facility. All access shall conform to City standards.²⁶⁸
- (D) At least 15 percent of the gross area of the manufactured housing community shall be set aside for recreational purposes for use by the residents of the community. Outdoor recreation areas may include but are not limited to adult recreation and child play areas, such as outdoor games, picnic tables and seating, playgrounds and swimming pools. They do not include areas for guest parking, or utilities.²⁶⁹
- (E) No portion of a recreation area may be less than 20 feet in width or length.
- (F) All manufactured housing communities shall meet the applicable landscaping and buffering standards set forth in GJMC Chapter 21.07.

²⁶⁵ Decreased from 15 feet (July 2023).

²⁶⁶ (E) and (F) new (July 2023).

²⁶⁷ Paving details added (July 2023).

²⁶⁸ New.

²⁶⁹ New.

(iii) Separation

No regulated cannabis stores shall be located within any of the following required separation distances, measured as specified in GJMC 21.14.010(b)(1):

- (A) Within 1,000 feet of any private or public elementary, middle, junior high, or high school.
- (B) Within 1,000 feet of Colorado Mesa University (Main Campus) and Western Colorado Community College.
- (C) Within 500 feet of any services for prevention, treatment, or recovery from substance use and mental health concerns, as licensed by the Colorado Department of Human Services, Office of Behavioral Health (OBH).

(9) Vehicle Fuel Sales, Vehicle Repair, Major and Minor, or Vehicle Wash

- (i) No above ground equipment for the service of gasoline, oil, air, or water shall be closer than 10 feet to any right-of-way.
- (ii) If the principal use of the property is major or minor vehicle repair, the vehicles intended for repair shall not be stored in any right-of-way or in required parking spaces. Areas for storage of vehicles intended for repair must be screened along any street frontage.

(10) Parking Lot, Commercial²⁹⁸

In the MU-3 zoning district, the following standards apply:

- (i) The parking lot shall comply with the temporary parking lot standards in GJMC 21.04.050(b).
- (ii) A Conditional Use Permit for a commercial parking lot shall not be granted if demolition of an existing building is required to complete the project or the prior building on the lot was demolished within the previous three years.
- (iii) The approval conditions of a Conditional Use Permit for a commercial parking lot shall specify a period of validity not to exceed five years and shall allow for up to two, five-year extensions of the approval.

(10)(11) Vehicle Impound Lot²⁹⁹

(i) Screening

Screening shall be provided as required in GJMC 21.07.110.

(ii) Location

No storage yard or storage lot shall be placed or maintained within a required setback.

²⁹⁸ New (July 2023).

²⁹⁹ Separated "New Car/Auto Recycler, End Recycler (Salvage Yard), Wrecking Yards, Appliance Recycler, Impound Lots" into standards for Vehicle Impound Lots and Junkyards or Salvage Yards. Current 21.04.03(d), except (3)(ii), (4) and (6) related to inoperable vehicles or compaction/cutting operations.

(2) Sanitary Sewer System

All lots must be served by a sewer system connected to a public wastewater treatment facility. Sewer variance requests are subject to "Permit Application for Sewer Variance" administered by the Manager of the Persigo Wastewater Treatment Plant.

(3) Utilities³⁸¹

All new electric utilities shall be provided and paid for by the developer and shall be installed underground. ~~Necessary~~ Above-ground facilities associated with new installations (e.g., pedestals, transformers, and transmission lines of 50kv capacity or greater) and temporary overhead lines may be allowed if deemed necessary by the Director.

(4) Stormwater Management

- (i) All proposed development must ~~provide for on-site runoff collection and conveyance in accordance with~~ comply with GJMC Title 28, Stormwater Management Manual (SWMM), and applicable state and federal regulations.
- (ii) An impact fee may be paid in-lieu of the construction of applicable stormwater facilities where the project meets the requirements of GJMC 28.56.050, Drainage Fee in-Lieu of Detention.

(e) Multi-Modal Transportation System³⁸²

(1) Design Standards

- (i) The developer shall design and ~~provide a multi-modal transportation system, including construct all~~ streets, alleys, sidewalks, trails, active transportation corridors, and ~~bike paths~~ Active Transportation Corridors shall be designed and constructed in accordance with GJMC Title 29, TEDS.
- (ii) No developer shall propose a site design or plan which could result in the developer controlling access to a street, alley, or right-of-way.
- (iii) Easements shall be provided as required for improvements. Alleys may be used for placement of utilities and infrastructure.
- (iv) The developer shall provide off-site ~~infrastructure access into or out of the perimeter of the site if~~ needed to provide safe and adequate access and circulation for all users.
- (v) Each development with one or more buildings (except detached dwellings) shall provide paved pedestrian sidewalk connections to nearby public streets. Pedestrian connections shall be separate from parking and driveway areas.

(2) Right-of-Way Dedication

- (i) A developer shall dedicate to the City all rights-of-way needed to serve the project in accordance with the Grand Junction Circulation Plan, as amended.
- (ii) Required right-of-way dedications shall be at no cost to the City. Such dedications shall not be eligible for transportation impact fee credit.

³⁸¹ Removed "necessary" and added "associated with new installations" (July 2023).

³⁸² Current 21.06.010 (partial), 21.06.100, and 21.06.090. Revised for clarity (July 2023).

21.04.050 TEMPORARY USES AND STRUCTURES³⁷²

(a) Purpose

The purpose of this section is to allow for a use to locate within the City on an occasional, temporary, or seasonal basis and ensure such use or activity is consistent with the intent and regulations of this Code.

(b) Temporary Parking Lots

(1) Temporary parking lots are parking areas which that serve during transition of a property during development and shall not be used for more than 24 months from issuance of a City site plan for such parking use.

(2) A temporary parking lot:

(i) Is allowed only in MU-1, MU-2, MU-3, P-2, CG, I-OR, I-1, or I-2 zone districts³⁷³ and only if a site plan has been approved by the Director;

(ii) Shall be hard surfaced or gravel;

(iii) Shall be graded for drainage;

(iv) Shall be maintained in good condition free of weeds, dust, trash and debris;

(v) Shall be landscaped and screened along the perimeter of any abutting public street;

(vi) Parking spaces within a gravel lot shall be delineated with concrete "bumper blocks"; and

(vii) Only used for a total of 24 months unless a site plan for a permanent lot usage is approved.

(c) All Other Temporary Uses

(b)(1) Applicability³⁷⁴

(1)(i) This subsection shall apply to the following types of temporary uses and structures:

(i)(A) Temporary buildings;

(ii)(B) Temporary display and sale of merchandise;

(iii)(C) Model homes, trailers, activities, and/or uses incidental to the construction of a building or group of buildings on the same or adjacent premises;

(iv)(D) Seasonal uses (e.g., fireworks stands, Christmas tree lots, and produce stands); and

(v)(E) Other uses that clearly are not associated with a holiday, the growing season, or a construction project may be considered for approval by the Director.

³⁷² Current 21.040.050, unless otherwise noted. This section has been significantly reorganized and simplify to reduce existing redundancies.

³⁷³ Replaced "R-0, B-1, B-2, C-1, C-2, I-O, I-1, or I-2" to align with new zone districts.

³⁷⁴ New applicability section to increase clarity.

generating less than 30 average daily trips." Industrial yards that accommodate large trucks and/or heavy equipment shall be surfaced and maintained with materials to prevent dust, mud and debris from leaving the site and being tracked onto the public right-of-way.⁴⁶⁸

- (ii) All surfaces shall be maintained in good condition free of weeds, dust, trash and debris. All vehicular traffic areas shall be built according to the construction standards established by the City.

(6) Parking Lot Landscaping

Parking lots, excluding those accessory to a park, lake, reservoir, or other open space use, shall be landscaped pursuant to GJMC 21.07.040.⁴⁶⁹

~~(0)(1) Temporary Parking Lots~~

~~(i) Temporary parking lots are parking areas which serve during transition of a property during development and shall not be used for more than 24 months from issuance of a City site plan for such parking use.~~

~~(i) A temporary parking lot:~~

~~(A) Is allowed only in MU-1, MU-2, MU-3, P-2, CG, I-OR, I-1, or I-2 zone districts⁴⁷⁰ and only if a site plan has been approved by the Director;~~

~~(A) Shall be hard surfaced or gravel;~~

~~(A) Shall be graded for drainage;~~

~~(A) Shall be maintained in good condition free of weeds, dust, trash and debris;~~

~~(A) Shall be landscaped and screened;~~

~~(A) Parking spaces within a gravel lot shall be delineated with concrete "bumper blocks"; and~~

~~(A) Only used for a total of 24 months unless a site plan for a permanent lot usage is approved.~~

~~(p)(f) Loading⁴⁷¹~~

A site plan for a proposed nonresidential⁴⁷² use shall identify loading/unloading areas and shall be built and maintained in accordance with TEDS (GJMC Title 29).

⁴⁶⁸ Added exemption for park, lake, reservoir, or other open space in Consolidated Draft.

⁴⁶⁹ Added exemption for park, lake, reservoir, or other open space in Consolidated Draft.

⁴⁷⁰ Replaced "R-0, B-1, B-2, C-1, C-2, I-O, I-1, or I-2" to align with new zone districts.

⁴⁷¹ Current 21.06.050(f).

⁴⁷² Replaced "business, commercial or industrial."

- (2) Existing bicycle parking facilities are located within the public right-of-way and within 100 feet of the building's main entrance, provided that a minimum of two bicycle parking spaces are provided on site.

21.08.030 ELECTRIC VEHICLE CHARGING FACILITIES⁴⁷⁹⁴⁸⁰

Where a permanent parking lot or structure is required for new or the redevelopment of multifamily dwellings or nonresidential uses, the lot or structure shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready Code. For the purpose of this section, redevelopment shall include the replacement or addition of dwellings units or redevelopment or expansion that results in a 65 percent or greater increase of the gross square footage of an existing structure. [Content to be added following completion of Colorado Model Electric and Solar Code.]

New reference to State regulations (July 2023). Description of redevelopment based on nonconformity standards and residential design standards.

New reference to State regulations (July 2023).

Dwelling Unit

One or more rooms designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, Co-Housing⁵⁶²

~~A residential development that contains four or more individual bedrooms or dwelling unit where each bedroom or dwelling unit is leased for a period of at least 28 consecutive days. When the co-housing development is contained within one residential building, each bedroom may, but need not, contain food preparation, sanitary facilities, or both. The building may contain some combination of shared bath or toilet facilities and/or shared cooking or eating facilities for occupants. When the co-housing development includes multiple dwelling units, the individual units may or may not have partial or complete kitchens and may include a community building(s) with a community kitchen and dining room intended for communal use on a regular basis. This use includes but is not limited to single-room occupancy facilities, dormitories, and both non-profit and for-profit housing cooperatives, but does not include any facility meeting the definition of a group living facility, fraternity or sorority, or rooming and boarding house.~~
~~sidential development that does not meet the definition of a group living facility, that combines individual dwelling units that may or may not have partial or complete kitchens with common access to and common use of some living and eating areas and areas and facilities for the preparation and serving of food within the dwelling unit.~~

Dwelling, Cottage Court⁵⁶³

A residential development, including co-housing developments, that combines a group of small individually owned single-family dwelling units, including tiny homes, on a single parcel of land that are oriented around a shared open space for communal use by the residents of the development and may include a shared parking area and/or a shared community building. This definition shall not include any use meeting the definition of a manufactured housing community.

Dwelling, Duplex⁵⁶⁴

A single residential building on a single lot containing two dwelling units, each designed for use and occupancy by no more than one family. The two units must be able to function as dwelling units independently of each other, but may be located side-by-side, in front and behind, or above and below each other.

⁵⁶² Renamed from "Other Group Living" and refined definition. Replaced in entirety with new definition July 2023.

⁵⁶³ New term and definition. Removed size limitation from definition and relocated to the new use-specific standards for cottage court dwellings in Consolidated Draft. Added reference to co-housing development and "that are oriented around a shared open space for communal use by the residents of the development and may include a shared parking area and/or a shared community building" (July 2023).

⁵⁶⁴ Renamed from "Two-Family Dwelling." Refined definition for clarity.



Grand Junction City Council

Regular Session

Item #1.b.

Meeting Date: August 14, 2023
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

Orchard Mesa Recreational Facility

RECOMMENDATION:

EXECUTIVE SUMMARY:

The history of the Orchard Mesa Pool is complex and a long-term resolution has yet to be identified. It was constructed in 1983 and the facility requires a full renovation. The attached auxiliary space and gym was built in the early 1960s and it was decommissioned as a part of the new Orchard Mesa Middle School built in 2019. It is also in need of a complete renovation should the decision be made to reactivate it.

On February 1, 2023, City Council voted to resume the planning process led by consultant Ohlson Lavoie Corporation (OLC) and PROS Consulting regarding a potential long-term resolution for the Orchard Mesa pool. This process has been guided by public input, including the 2021 Parks, Recreation, and Open Space Master Plan, the 2022 Community Recreation Center survey conducted by professors from Colorado Mesa University, the 2022 Community Recreation Center plan. Additionally, several focus groups have been held including meetings with the Parks and Recreation Advisory Board and a community forum on June 5, 2023.

Following the public process, along with in-depth analysis of the facility from an architectural and engineering standpoint, as well as an operational standpoint, OLC and PROS Consulting are ready to present a preliminary plan. While the June meetings focused on five possible options with OLC leading the way, the work since that time has focused on projecting operational revenue and expense as well as participation. Pros consulting has led this critical part of the study, with a particular focus on participation and cost recovery among the five options once the new Community Recreation Center is online at the end of 2025.

OLC and PROS Consulting will present at the Council workshop on August 14 and then hold focus groups and a public forum on August 15 at the Lincoln Park Barn at 910 N. 12th Street.

BACKGROUND OR DETAILED INFORMATION:

The Orchard Mesa Pool is a partnership between Mesa County School District 51, Mesa County, and the City of Grand Junction. District 51 owns the land, the building and pays the utilities. The City operates the facility, and the City and the county split the annual subsidy required to run the facility. While maintenance has been conducted on a regular basis since 1983, all the mechanical, pool, and building systems are at the end of their useful life and the facility requires a full renovation. In late 2022 and early 2023, the pool broke down and had to be closed for multiple weeks. Given the age of the facility and the age of all of its major systems, similar occurrences are expected moving forward.

The City was on a path to considering renovation in the fall of 2022, but one of the pool partners, District 51, declined to make any contribution to the effort. As a result, design halted. The issue then came to the forefront with feedback from numerous community members at Council meetings, in letters to the editor in the Grand Junction Daily Sentinel and in other media coverage. In response, on February 1, 2023, the City resumed planning to consider possible long-term solutions to the Orchard Mesa Pool issue.

Since that time, the City has worked with Ohlson Lavoie Corporation (OLC) to facilitate this planning process from a facility design perspective and PROS Consulting from an operational perspective. A primary consideration involves the substantial state-of-the-art aquatic facilities that will be present in the \$70,000,000 CRC, \$35,000,000 of which will be spent on aquatic components. OLC assembled several options for consideration, ranging from minimal investment to ensure the operation of the Orchard Mesa Pool until at least nearly one year after the CRC opens, to a basic modernization of the pool, to a reinvented facility that provides indoor field space.

The 2014 Intergovernmental Agreement (IGA), which is included with this agenda documentation as a part of the November 18, 2022 memo to Council, is the most recent agreement between the pool partners, School District #51, the City and Mesa County. This was signed on December 9, 2014. It expired on December 9, 2019, and was not renewed by the parties.

Although it was not renewed, the pool partners have, for the most part, continued to honor their historical obligations related to the pool. In the same vein, the City proposed a three-way agreement committing that all three partners would continue their respective contributions through at least October 2026, almost a full year after the Community Recreation Center (CRC) is scheduled to open. The parties have yet to sign this agreement but have continued to pay their parts.

In the 2014 IGA, several terms are relevant to this current discussion as cited in that document:

“The term of this Agreement will be for five years commencing on the date that it is signed by all parties and ending five years thereafter. On mutual agreement of the Parties, this Agreement, together with amendments if any, may be renewed for three additional five-year terms.”

The 2014 IGA affirms ownership of the pool by the School District as noted in the 2014 Agreement:

“The Parties agree that because the Pool is located on District property that the District is and shall be the owner of the Pool. As the owner, the District shall provide property loss coverage for the Pool/pool building. The City and/or the County may separately procure property coverage (s) insuring their own interests.”

The 2014 IGA explains that upon termination of this agreement, the School District as the owner shall have the right to use, sell or otherwise dispose of the Pool premises:

“The City and County shall have no claim to the Pool and/or the real property on which it is located. The parties may upon expiration or termination agree to a disposition of the Pool and/or equipment but absent an agreement, the District as owner shall have the sole right to use, sell or otherwise dispose of the Pool premises, including but not limited to the real property, as it determines in its sole and absolute discretion. Improvements made to the Pool including but not limited to fixtures as defined by Colorado law shall accrue to the District upon expiration or termination of the Agreement.”

Instead of continuing to meet regularly under the 2014 IGA, the pool partners met sporadically from late 2019 and into 2020. At the most recent meeting on February 20, 2020, all pool partners agreed to continue funding the pool based on the current arrangement for the time being.

Mesa County informed the other partners in the fall of 2021 that they would reduce their annual contribution to \$75,000 for 2022 (down from about \$110,000 from the previous year). This has increased the City’s share of covering the operating subsidy. District 51 obtained a quote on the cost of demolition of the facility for \$905,000, due in large part to the presence of asbestos. The value of the land after demolition and asbestos remediation is appraised at \$240,000.

The City has been leading the effort to identify a long-term resolution for the Orchard Mesa Pool, which began in the spring/summer of 2022 at Council direction. This included selecting Ohlson Lavoie Corporation (OLC) partnered with Councilman-Hunsaker (CH), aquatic specialty design, to complete a study to inform decision making.

Since Council’s approval of the contract, the design process began in mid-2022 and costs were incurred by the City. The City acted on the assumption the other pool

partners would contribute to the renovation. The School District pledged, during the 2020 discussions, \$547,000 towards the needed improvements. This pledge by the School District is verified in the letter from then School Board President Tom Parrish that is included in attachments to the November 18, 2022 memo to Council enclosed with this agenda documentation. This money was originally budgeted in the 2019 Orchard Mesa Middle School rebuild to demolish the Orchard Mesa Pool and adjoining gym.

Mesa County budgeted \$800,000 towards a potential renovation in their 2023 budget. However, School District #51 had declined to provide any type of financial contribution despite the pledge in 2020 by the School Board President.

Relevant to the conversation, the City Council held a workshop on January 9, 2023, to consider a possible indoor recreational amenity in Orchard Mesa, which was discussed in a January 3, 2023 memo enclosed with this agenda documentation. This workshop item centered around a possible indoor turf field house that would provide amenities that would complement the new CRC. Once built, the CRC's aquatic amenities will be much more attractive and substantial, and provide a much higher level of service than the aquatic features at the Orchard Mesa Pool.

Enclosed with this agenda documentation is:

1. City Council memo from November 18, 2022 Regarding Orchard Mesa Pool History
2. City Council memo from January 3, 2023 Regarding a Possible Orchard Mesa Recreational Facility

FISCAL IMPACT:

Capital costs associated with the five options, along with costs associated with operational subsidy, will be discussed at the August 14 workshop.

SUGGESTED MOTION:

For Council discussion and possible direction.

Attachments

1. OM Pool with Attachments 111822
2. Orchard Mesa Rec Facility Concept 010323

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Ken Sherbenou, Parks and Recreation Director
DATE: November 18, 2022
SUBJECT: Orchard Mesa Pool History

The Orchard Mesa pool was constructed in 1983 and needs a full renovation. As a follow up to current discussions regarding the Orchard Mesa Pool, staff would like to provide additional background.

To clarify, School District #51 is the owner of the facility. Below is an image from GIS testifying to this ownership.



The 2014 Intergovernmental Agreement (IGA) that is included with this memo is the most recent agreement between the pool partners, School District #51, the City and Mesa County. This was signed on December 9, 2014. Therefore, it expired on December 9, 2019 and was not renewed by the parties. In the IGA, several terms are relevant to this current discussion as cited in that document:

1. "The term of this Agreement will be for 5 years commencing on the date that it is signed by all parties and ending 5 years thereafter. On mutual agreement of the Parties, this Agreement, together with amendments if any, may be renewed for 3 additional 5 years terms".

The 2014 IGA affirms ownership of the pool by the School District as noted in the 2014 Agreement:

2. "The Parties agree that because the Pool is located on District property that the District is and shall be the owner of the Pool. As the owner the District shall provide property

loss coverage for the Pool/pool building. The City and/or the County may separately procure property coverage (s) insuring their own interests”.

The 2014 IGA explains that upon termination of this agreement, the School District as the owner shall have the right to use, sell or otherwise dispose of the Pool premises:

3. “The City and County shall have no claim to the Pool and/or the real property on which it is located. The parties may upon expiration or termination agree to a disposition of the Pool and/or equipment but absent an agreement, the District as owner shall have the sole right to use, sell or otherwise dispose of the Pool premises, including but not limited to the real property, as it determines in its sole and absolute discretion. Improvements made to the Pool including but not limited to fixtures as defined by Colorado law shall accrue to the District upon expiration or termination of the Agreement”.

Instead of continuing to meet regularly under the 2014 IGA, the pool partners met sporadically from late 2019 and into 2020. At the most recent meeting on February 20, 2020, all pool partners agreed to continue funding the pool based on the current arrangement for the time being. The City and the County split the operational subsidy (costs minus revenue from fees) and the School District covered utilities. The minutes from this meeting are enclosed with this memo, which speak to these discussions.

Mesa County informed the other partners in the fall of 2021 that they would reduce their annual contribution to \$75,000 for 2022 (down from about \$110,000) from the previous year. This has increased the City’s share of covering the operating subsidy.

The most significant recent development is that the City has been leading the renovation effort of the Orchard Mesa Pool, which began in the spring/summer of 2022 at Council direction. This included selecting Ohlson Lavoie Corporation (OLC) partnered with Counsilman-Hunsaker (CH) to renovate the pool. This contract is for \$523,722, which was approved by City Council on August 17. The contract includes fees for full design including construction administration through the completion of the renovation project. OLC and CH have collectively designed over 600 similar aquatic facilities.

Since Council’s approval of the contract, the design process has begun, and costs have been incurred by the City. The City has acted on the assumption the other pool partners would contribute to the renovation. The School District pledged, during the 2020 discussions, \$547,000 towards the needed improvements. This pledge by the School District is verified in the enclosed letter from then School Board President Tom Parrish. This money was originally budgeted in the 2019 Orchard Mesa Middle School re-build to demolish the Orchard Mesa Pool and adjoining gym.

Mesa County has budgeted \$800,000 towards the project in their 2023 budget. However, School District #51 has now pulled out and refuses any type of financial contribution despite the pledge in 2020 by the School Board President. Although not the owner, the City was willing to take on the operation and spearhead the renovation as evidenced by the \$523,722 design and engineering contract executed on August 17, 2022.

In short, the City has come forth with a proposal to take on sole operation, maintenance, and ownership of the Orchard Mesa Pool if the other pool partners, Mesa County and School District #51 each contribute \$800,000. The City would then renovate the facility and the other pool

partners would be released from their obligations, historical or otherwise, to contribute to the Orchard Mesa Pool. Mesa County has agreed. School District #51 has declined.

C: Department Directors

Attachments:

- 2014 Intergovernmental Agreement (IGA) Restating and Amending the Relationship Between the City of Grand Junction, Mesa County Valley School District 51 Concerning the Orchard Mesa Swimming Pool
- Letter from District #51 Board President Tom Parrish
- Pool Partner Meeting minutes from February 20, 2020

Orchard Mesa
Pool IGA

**INTERGOVERNMENTAL AGREEMENT RESTATING AND AMENDING THE
RELATIONSHIP BETWEEN THE CITY OF GRAND JUNCTION, MESA COUNTY AND
MESA COUNTY VALLEY SCHOOL DISTRICT 51 CONCERNING THE ORCHARD
MESA SWIMMING POOL**

THIS AGREEMENT ("Agreement") is made and entered into by and between MESA COUNTY, hereinafter called "County," MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 hereinafter called "District" and THE CITY OF GRAND JUNCTION, hereinafter called "City," collectively the City, the County and the District may be referred to as the "Parties." The Agreement shall be effective on the date that it is signed by all Parties.

RECITALS:

The City, County and District are currently parties to a 1982 agreement together with subsequent amendments ("Old Agreement(s)") concerning the operation and maintenance of the Orchard Mesa Pool ("Pool" or "the Pool"), the floor plan of which is depicted in the attached Exhibit "A", the northern edge of which abuts a common hallway shared with Orchard Mesa Middle School. The parties agree that this shared hallway and the Orchard Mesa Middle School are the District's sole responsibility.

The Old Agreement(s) have served the Parties well since their inception in 1982; however, the arrangement(s) together with the amendments thereto that have been made over time, in totality, are not perfectly clear and a comprehensive restatement of the terms concerning the Pool would be beneficial to the Parties.

Beginning in 2010 the County determined that it would no longer participate in funding the Pool as it had for many years in accordance with the Old Agreement(s). Despite the County's decision, the Old Agreement(s) were never terminated and recently the County re-considered its position and agreed that it would again fund the Pool on condition that the Old Agreement(s) be restated and amended by the Parties. It is the Parties' intent that this new agreement supersedes and replaces the previous agreement between the Parties.

Each party, the City, the County and the District have certain obligations under the Old Agreement(s) that could be better defined. With better definition the Parties will clearly understand and agree on such important topics as 1) ownership, 2) continued operations and 3) a method for setting a budget and expending funds for the continued operation and maintenance of the Pool.

In the main the Parties agree that the provision of aquatic recreation is important to the public in general and specifically to those persons utilizing the Pool. With that understanding and for the general purposes of meeting the needs of the community, the Parties enter into this agreement as authorized by §18, Article XIV of the Colorado Constitution, §29-1-203, C.R.S., § 22-32-122(1), C.R.S. and other applicable law.

The Parties individually and collectively do hereby express their present and future intentions to support the continued success of the Pool on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the sufficiency of which is acknowledged for both the formation and enforcement of this Agreement, the Parties agree as follows:

1. The term of this Agreement will be for 5 years commencing on the date that it is signed by all parties and ending 5 years thereafter. On mutual agreement of the Parties this Agreement, together with amendments if any, may be renewed for 3 additional 5 year terms. The Agreement is subject to annual appropriation by the Parties of the funds necessary to defray the expenses arising out of or under the Agreement and/or operation of the Pool. In the event of non-appropriation the agreement shall terminate. The Parties agree that consideration paid and given is sufficient to support this Agreement and the enforcement of the same.
2. The Parties agree that because the Pool is located on District property that the District is and shall be the owner of the Pool. As the owner the District shall provide property loss coverage for the Pool/pool building. The City and/or the County may separately procure property coverage(s) insuring their own interests.
3. The City and County shall have no claim to the Pool and/or the real property on which it is located. The Parties may upon expiration or termination agree to a disposition of the Pool and/or equipment but absent an agreement, the District as owner shall have the sole right to use, sell or otherwise dispose of the Pool premises, including but not limited to the real property, as it determines in its sole and absolute discretion. Improvements made to the Pool including but not limited to fixtures as defined by Colorado law shall accrue to the District upon expiration or termination of the Agreement.
4. The Parties shall jointly establish a board or committee ("Pool Board") to provide policy direction relating to the funding and management of the Pool during the term of this Agreement or any extension thereof. The Pool Board shall be comprised of one member of City Council, one member of the Board of Commissioners and one member of the District 51 School Board. The Parties shall each respectively designate and assign a member to the Pool Board.

Appointment shall be by and in a manner customary to each appointing entity. City personnel, as the managers of the Pool shall serve as staff to the Pool Board. Bylaws and/or procedural rules deemed necessary or required for the conduct of the Pool Board shall be drafted and approved by it.

5. The Pool Board shall recommend an annual budget and capital improvement plan(s) to the City Council, the Board of County Commissioners and the School Board; in the event that all three do not agree on a budget the last approved budget shall control until a new budget is approved or this Agreement is terminated. The annual review and budget recommendation by the Pool Board may include but not necessarily be limited to recommending changes to programming, scheduling and/or alternative approach(es) to management such as privatization, creation of a district and/or other alternatives; however, no recommendation shall be effective until formally adopted by the City, the County and the District.

6. The City and the County shall equally share the cost, less the expenses paid by the District, of the operation and maintenance of the Pool. Expenses shall be reviewed by the Pool Board and a budget shall be recommended by the Pool Board for adoption by each member.

a) The Pool Board shall compare the expenses for operation and management services with the revenue derived from the operation of the Pool and the budgeted subsidies and shall recommend the subsequent years' budget(s) such that expenses do not exceed revenue (including a subsidy from the City and County as recommended by the Pool Board and as the same is annually budgeted as provided in paragraphs 4 and 5.)

b) For purposes of this Agreement expenses is defined as and includes City inter-fund charges, which are the costs associated with the City's overhead and management of the operations including, information technology, finance, legal, risk management and other , fees and costs of operation and maintenance of the Pool and all direct staff costs, indirect staff costs of the Recreation Supervisor and Recreation Coordinator assigned to manage and oversee the Pool operations and serve as staff to the Pool Board, hiring costs incurred by the City, lifeguard certification and training (currently Ellis and Associates) fees, mileage and uniform costs.

c) The Pool Board shall recommend the fees and charges for Pool usage to the governing bodies of the City, County and District. All fees and charges collected by the City above and beyond the expenses (except for fees charged by District 51 for its use as the same is further described in paragraph 17) shall be considered revenue for the use and benefit of the Pool Board's recommendation of a budget for the operations and maintenance of the Pool.

7. The Parties acknowledge and agree that the City staff will occasionally recommend major capital expenditures related to the Pool facilities and/or necessary to provide the services referenced in this Agreement. The Pool Board shall consider capital expenditures as part of the annual budget process.

8. The Pool Board shall consider, and if a majority thereof deems it advisable, recommend the establishment of a capital maintenance fund for the Pool. Any and all supplemental budget requests shall first be presented to the Pool Board for its consideration. If and/or when budgeted the City and County shall contribute equally to the maintenance fund in order to maintain the Pool and pool building in a safe and useful condition. The City, as staff to the Pool Board, will make recommendations for improvements that:

a) are planned;

b) will keep the Pool in reasonable compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 1201 *et seq.* and the Virginia Graeme Baker Pool and Spa Safety Act, 15 U.S.C. 8001 *et seq.* and all other applicable legal and safety standards;

c) fund emergency repairs, pending the payment of insurance claim(s), if any; and,

d) fund necessary capital maintenance.

9. All supplies and equipment reasonably required by the City and the cost of the Ellis and Associates Comprehensive Aquatic Risk Management Program ("Ellis") or a comparable program, which shall be purchased by the City and County and shall be accounted for as expenses. A list of supplies and equipment necessary or required to operate the Pool is provided in Exhibit "B" – OM Pool Maintenance – Supplies.

10. In its operation of the Pool the City shall apply the standards and customary practices it requires together with those required by the Ellis Program or a comparable successor to Ellis, called for in the program. A description of the Ellis program is attached as Exhibit C and incorporated by this reference as if fully set forth herein.

11. The City shall promptly notify the Pool Board and the District's Chief Operations Officer if the physical condition of the Pool is not conducive to the safe conduct of any programmed activity in the Pool and/or if maintenance practices may impact in any way, the scheduling of activities in the Pool.

12. With and through the budget process the Pool Board shall be responsible for reviewing and recommending changes to the funding and/or operations of the Pool. In the event that a budget is not approved by the Pool Board or one or more of the governing bodies (City, District or the Board of County Commissioners) then the Pool Board may recommend that the Pool be closed, [or privatized; any recommendation that results in the permanent

closure, or fundamental change to the operation of the Pool as contemplated by this Agreement shall a) require unanimity of the Pool Board and b) absent an emergency as defined herein occur no sooner than 12 months after the recommendation is made to the District, the City and the Board of County Commissioners.

13. For purposes of this Agreement an emergency is:

a) an Act of God or the declaration of a local, state or federal emergency that directly effects the continued ability to operate the Pool; and/or

b) an unforeseen event, such as contamination by bacteria, communicable disease or some other happening and/or order by an agency having authority following an event or happening to close the Pool and/or render it unusable;

c) lacking the occurrence of a) or b) above a failure of any Party to budget and/or fund the Pool is not an emergency.

14. The District agrees to allow the City and County to use the Pool during the term of this Agreement or any extension thereof without need or requirement of compensation to the District; during the term of this Agreement or any extension thereof the District's sole financial obligations to the Pool's operating expenses shall be the payment of premiums for property insurance covering the Pool, internet access in the Pool area (recurring charges and network connection(s) for use by the City for scheduling), and payment for all gas and electric utilities, water and trash service reasonably necessary for operation of the Pool.

15. The City agrees to provide all required labor for the operation of the Pool. Labor for purposes of this Agreement is lifeguards, janitorial staff, swim instructors, guest service representatives and pool managers. The City will pay as an expense of the operation of the Pool all wages, salaries, benefits and workers' compensation insurance premiums and inter-fund charges for the required labor and operations of and for the Pool. Personnel who will work on District property are required to meet the same requirements for background checks, CBI criminal history and fingerprinting as District personnel.

16. The City will provide basic daily maintenance and janitorial services.

17. The City will manage the Pool for and schedule all open swim, swim lesson and special event participants, including for District sponsored uses. The City staff will collect the revenues generated by public swim, swim lessons, private parties and special events and concessions and the revenue shall be used to pay the expenses of the Pool. Fees and charges for District-sponsored users (i.e., physical education classes, swim team practice/meets and District-sponsored events) shall be determined by the District; the District shall not be required to pay the City and/or County for use of the Pool for District purposes.

Fees, if any, collected by the City for the District shall be promptly paid to the District in the amount agreed and determined by the District and the City. District-sponsored uses shall have priority over use by the general public during normal school hours.

18. The City will pay as an expense of the operation of the Pool the liability insurance premiums, for coverage with limits and deductibles to be agreed-upon by the Parties but in any event in amounts no less than the most current limits established by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as from time to time amended. The County and the District shall be named as loss payees, with insurance declaration sheets provided to them.

19. As part of the budget the Pool Board shall budget for and create an insurance reserve account for the purposes of paying the property and casualty deductible(s) incurred in the event of a claim(s). The City shall maintain the account for the use and benefit to the parties.

20. The Parties understand and agree that each and every one of them may be protected by, and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as from time to time amended.

21. To the extent authorized by law and/or insurance the City agrees to indemnify and hold harmless the County and the District and their officers and employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the operations and programming work to be performed by the City under this agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the City or any officer or employee of the City.

22. Any person(s) employed by the City, the County or the District that performs work hereunder shall be and remain the employee(s) of the respective party and not agent(s) or employee(s) of another party.

23. No party may assign or delegate its obligations under this Agreement or any portion thereof without the prior written consent of the other Parties.

24. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement; such party may be declared in default.

25. This Agreement may, absent an emergency, only be terminated by giving the other parties written notice of no less than three hundred sixty-five (365) days advance notice of termination. In the event of an emergency the Pool

Board shall recommend a means for termination or suspension of this Agreement. Termination shall not prevent any party from exercising any other legal remedies which may be available to it. Any party's failure to appropriate the funds necessary to defray the expenses assumed by each through the adopted budget shall constitute a default and be cause for termination of the agreement.

26. The Parties shall reasonably comply with the applicable provisions of the ADA and any and all other applicable federal, state or local laws and regulations.

27. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

28. The traditional rule that ambiguities shall be construed against the drafter is waived.

29. Venue for any action arising out of or occurring under this Agreement shall be in the District Court for Mesa County, Colorado. The agreement shall be controlled by, construed and interpreted in accordance with the law of the State of Colorado.

30. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then the parties may proceed to District Court.

This Agreement has been negotiated and agreed to by, with and through the common effort of the Parties and as such each waives and foregoes the customary rule that ambiguities are construed against the drafter.

In the event of any ambiguities the Parties agree to a liberal construction of the Agreement and to give meaning, purpose and effort to attempting to resolve the ambiguity(ies) in favor of continuing the Agreement for the benefit of the communities that they serve.

The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which he/she/they sign.

Bonnie Forre 11-26-14
City of Grand Junction - date
Mayor Title

John Justman 11-24-14
Mesa County Board of Commissioners - date
Chair Title

Ray Miller 12-9-14
Mesa County Valley School District 51 - date
President Title

Exhibit A

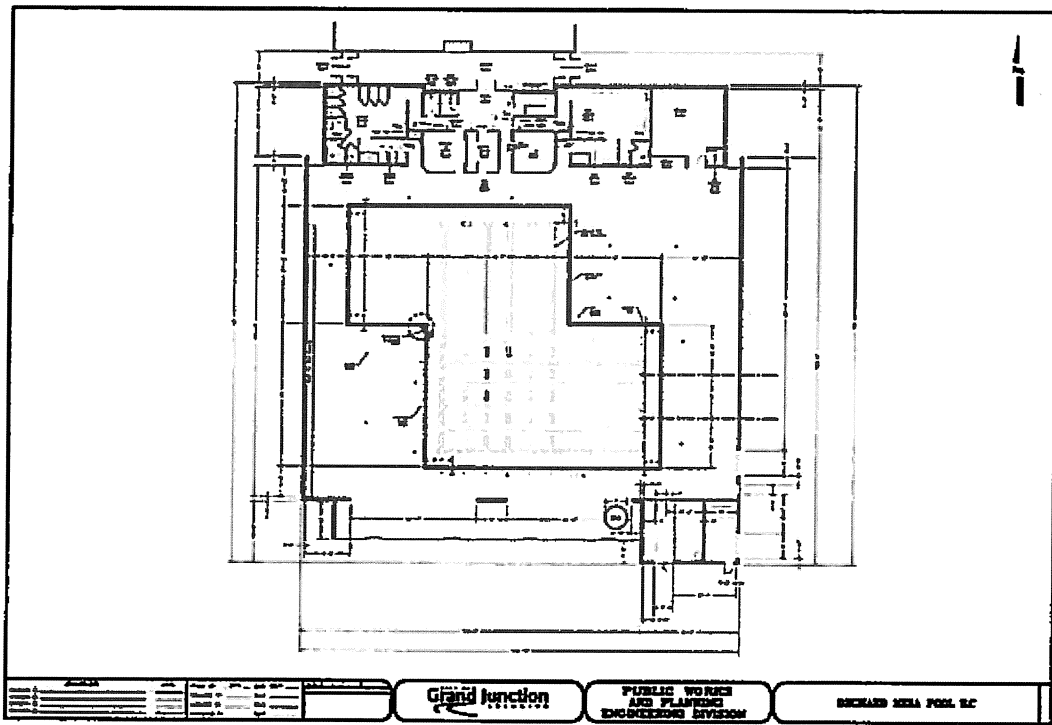


Exhibit B

Orchard Mesa Community Center Pool Operating Supply/Equipment List

Cost of Goods Sold
Swim diapers, goggles, and miscellaneous resale items
Lifeguard supplies

Food Stuffs
Pre-packaged concession items for resale

Operating Supply
Life vests
Cleaning supplies (brushes, cleaners, detergent, etc.)
Lifeguard textbooks
Lifeguard renewal fees
Rescue equipment
Wristbands
Office supplies (printer paper, receipt paper, pens, etc.)

Uniforms/Clothing
Shorts, shirts, and swimsuits
Whistles and lanyards
Fanny packs and hats

Chemicals/Fertilizers
Calcium hypochlorite, shock, muriatic acid, etc.

Repairs/Maintenance
Plumbing repair and equipment
Door repair and equipment
Boiler, solar pump, slide, hot tub, and all other pool mechanical repair and maintenance
HVAC repair and maintenance
Window repair and maintenance
Lighting repair and maintenance

Telephone
*Monthly service fees
Air cards for back-up internet access

Utilities
Gas
Sewer
Solid Waste
Water

Professional Development
Safety School registration and travel expense
Lifeguard instructor training registration and travel expense

Contract Services/Maintenance
Ellis & Associates operational audits
Ellis & Associates retainer fee
Alarm fees
Pest control
Armored car service
Fire alarm inspection
Health Department inspection
Chemical system service

Data Processing
**Annual and replacement IT related charges

Exhibit B cont.

* Telephone includes basic telephone service, voice lines, and long distance service based on the two phones assigned to the pool.

** Includes equipment replacement accrual to replace PCs, laptops, and tablets. PCs and Laptops are replaced every 4 years so the accrual amount each year is 1/4 of the estimated replacement cost for each PC or laptop, and basic charges which is a share of the costs for network infrastructure and support, help desk, desktop software, and copier/printer charges and is based on the number of PCs assigned to each department/division. Two computers are assigned to the facility.

Exhibit C

Ellis & Associates, Inc. (E&A)

Jeff Ellis & Associates, Inc. (E&A) was founded in 1983 with the express purpose of reducing the loss of life due to drowning. Since that time the Mission statement has progressed toward "elimination of drowning events through Proactive Aquatic Risk Management". This began through the creation of a unique lifeguard training, today known as the International Lifeguard Training Program™ (ILTP®). Over the years, Ellis & Associates has built upon the implementation of this training and developed the Comprehensive Aquatic Risk Management Program™ (CARMP™). CARMP™ utilizes the ILTP® Training as a foundation for the overall aquatic safety protection systems deployed at client facilities.

Comprehensive Aquatic Risk Management Program™ (CARMP™)

CARMP™ is the flagship program, providing aquatics risk management consultation that goes way beyond simply "lifeguard training". Its unique services along with 24 hour a day, year round access to resources and experts gives facilities who are serious about aquatic safety all the tools needed to be successful. Among the many services included is the onsite aquatic facility operational safety audit. Audits are designed to identify potential risk exposures before they become catastrophic followed by consultation to reduce or eliminate the identified exposure. Ellis & Associates' CARMP™ client facilities have an unmatched performance record and include some of the largest recreational aquatic venues in the world, hosting millions of visitors each season.

International Lifeguard Training Program™ (ILTP®)

The ILTP® is a comprehensive course that includes complete CPR/Emergency Oxygen/First Aid/AED Training. Practical hands-on training, in conjunction with scenario based training, provides for an experiential training content. When practicing rescue skills for an unconscious Guest in Distress, participants are practicing water skills, and also implementing AR/CPR/FBAO, First Aid skills, Oxygen Administration/BVM/Manual Suction and AED use, all in a single scenario based emergency simulation. All of the skills are integrated – CPR/First Aid/AED/Oxygen/BVM are not strictly classroom based. The textbook information is covered in a classroom setting, however, these skills are then integrated and practiced repeatedly, in scenario based simulated emergencies. These simulated events are never the same; all elements of the skill base must be utilized in order to be successful, and lifeguards must complete given tactile, hands-on, practice with simulated events and real people.

Accomplishments of Ellis & Associates

The REACH of Ellis & Associates:

- E&A works with over 600 organizations in the United States and around the world, servicing approximately 100 million guests annually.
- E&A clients and training centers train over 37,000 lifeguards every year.
- E&A conducts over 1,500 Aquatic Safety Operational Audits every year.

The INNOVATION of E&A:

The first training organization to develop equipment based rescues, utilizing the rescue tube.

Exhibit C cont.

- This increased not only the effectiveness of the rescue, but it made it significantly safer for the rescuer and the guest.
- Other training organizations, such as the American Red Cross have since adopted the use of the rescue tube after it was proven effective by E&A.

The first training organization to incorporate proactive elements to lifeguard training that could be measured and evaluated such as the 10/20 Protection Standard.

- Lifeguards required to be able to see all parts of their Zone of Protection® area and spotting a guest in distress within 10 seconds and subsequently be able to reach the guest in distress within 20 seconds of recognition.

The first training organization to include in-water rescue breathing as part of its training and rescue protocol.

- Other training organizations have since included similar protocol as an option, but not as standard practice.
- The American Heart Association, in its 2010 ECC Guidelines, highlighted the effectiveness of in-water rescue breathing to a guest in distress who can be recognized and reached quickly – something E&A lifeguards are uniquely qualified to do!

Uniquely recognize the need for site-specific training techniques that are appropriate for the many environments and staffing situations. E&A helps our clients, "Make it work!"

- For example, lifeguards are taught techniques to perform suspected spinal injury management with a large team or with two lifeguards regardless of depth of water. They then extend beyond this ability with innovative use of backboard equipment to extricate guests from a pool safely that makes the most effective use of available staff and maximizes the safety of the guest.
- While other training organizations have adopted some of these procedures, they default to a "one size fits all" approach that limits the practical application of skills in unique environments.

The first training organization to include all required training elements in one comprehensive training course, requiring one textbook.

- Other training organizations have since combined some course elements, but E&A remains the only that covers all content in a single textbook.

As of 2005, the first training organization to have a blended-learning course option that includes both an online learning portion and an in-person practical test out.

- Years later, other training organizations have added an online course option to their offerings.

As of 1996, the first training organization to require supplemental oxygen support as a training component and rescue protocol.

- Despite years of evidence that emergency supplemental oxygen is effective treatment of a guest who has been rescued after a submersion event, other training organizations still maintain this as optional.

As of 2000, the first training organization to require the use of automated external defibrillators (AED) as training and rescue protocol.

Exhibit C cont.

- This was instituted years before it became commonplace to even see AED equipment in public places.
- E&A is proud of the role it has played in raising awareness and training in the use of AED equipment for over 14 years.

The first and only training organization that incorporates a one-of-a-kind Comprehensive Aquatic Risk Management Program (CARMP) that works with the lifeguard training to provide systems that create and maintain a culture of safety, reducing or eliminating risk exposures, and ultimately keeping guests safe.

- This accountability-based program focuses on key objective accomplishment with protocols that meet both uniform standards and site-specific needs of each unique aquatic environment.

The first training organization to include accountability audits of lifeguards – Aquatic Safety Operational Audits.

- Lifeguards at E&A CARMP facilities receive a license that requires that all aspects of their position be demonstrable at a "test-ready" level at all times.
- Lifeguards are secretly video recorded while they are performing their lifeguarding duties and evaluated on their ability to maintain the 10/20 Protection Standard, professionalism, protection from the environment, and other behavior components designed to maximize the lifeguard's effectiveness in preventing an incident from occurring in the first place. Next, those lifeguards are subjected to on-the-spot evaluation of their rescue abilities, followed by an administrative evaluation for supervisor and facility. If problems are discovered at any point, they are remediated thus mitigating risk before a catastrophic event can take place.

The first and only training organization that maintains long term data on rescue trends and outcomes, allowing E&A to adjust or refine training when the evidence suggests this is needed.

- Most other training organizations rely on theoretical opinions while we seek to constantly test the norms to ensure that we are always providing the best care possible.

As of 2001, the first and only training organization that evaluates and measures the effectiveness of its lifeguards in both qualitative and quantitative manners. This is accomplished through the Vigilance Awareness Training Program (VAT).

- E&A has utilized its VAT program to train and condition lifeguards to recognize guests in distress at the surface, below the surface and on the bottom of a pool in the actual conditions the lifeguard will be expected to perform. This is then evaluated at the facility and audit levels to make sure the standard is being maintained.

E&A continues to innovate its training and risk management to provide the cutting edge in aquatic safety and education to its clients and ultimately, the industry.



February 10, 2020

City Council of Grand Junction
Mesa County Commissioners

Dear City Council of Grand Junction and Mesa County Commissioners,

As members of the Mesa County Valley District 51 School Board of Education, we want to reiterate our position that, first and foremost, our mission is to provide a high quality education and pathways to the future for all of our students. All of our resources, financial, as well as, the efforts of nearly 3,000 employees, are targeted to accomplishing that mission. Our community, as well as, the State of Colorado expect this of us.

While we do not want to be in the business of operating a pool on an ongoing basis, we are willing to divest our interests in the pool by giving it to the City of Grand Junction. We will then contribute the cost of the planned demolition and abatement for the pool building (approximately \$547,000) to the City/County to be applied towards the needed repairs.

It is clear from a review of the attached OM Pool agreements (see attachment) that the City and County are responsible for operation and maintenance of the pool, including any capital improvements. District 51 has fulfilled all of our obligations under these agreements.

As an alternative proposal, D51 would continue our annual contribution of nearly \$40,000, through the spring of 2021, for operation of the pool facility. This will give the City/County another opportunity to find some other means to fund improvements and continued operation of the pool.

If the City and/or County chooses to close the pool, District 51 will complete our obligations under the 2014 agreement and dispose of the property.

Sincerely,

Tom Parrish, President
Board of Education

Attachment

c: Diana Sirko, Superintendent
Phil Onofrio, Chief Financial Officer

Attachment

The School District, the City and the County have a long history of cooperating on community issues, one of which is the Orchard Mesa Pool, which dates back to 1982. In the original agreement, the District provided the land for the "pool and building and related parking". "Construction costs and fees for the erection of the Orchard Mesa Community Center Pool will be shared equally by the City and the County". "Pool facilities and the structure containing the same shall be owned jointly by the City and the County". In addition, "The City and County agree to pay all operational and maintenance costs...and pay such extraordinary expenses as may be necessary to keep the pool facility operational". In addition, "the City and County will be responsible for demolition and removal of pool and / or building once it ceases to exist as a pool".

In 1987 the City Council, County Commissioners, and the School Board reviewed the agreement with all three parties agreeing to extend the contract. The School District also agreed to assume all electrical costs.

In 2014, an agreement was signed that restated and amended the 1982 agreement. The District agreed that the "shared hallway and the Orchard Mesa Middle School (Gym) are the District's sole responsibility". "Beginning in 2010 the County determined that it would no longer participate in funding the Pool". "Despite the County's decision...the County re-considered its position and agreed that it would again fund the Pool".

Item 2 of the 2014 agreement states, "The Parties agree that because the Pool is located on District property that the District is and shall be the owner of the Pool." Before this statement, the Pool facility was considered to be owned by the City and County and located on District property. The District believes that in 2014 there was considerable deferred maintenance when the City and County "gave" the pool to the School District.

Item 3 "The City and County shall have no claim to the Pool and/or the real property on which it is located. The Parties may upon, expiration or termination, agree to a disposition of the Pool and/or equipment; but absent an agreement, the District as owner shall have the sole right to use, sell or otherwise dispose of the Pool premises...". It is the District's responsibility to demolish the pool and gym upon termination of this agreement and therefore we would offer the cost of demolishing to the City and /or County.

Item 7, of the 2014 agreement, "The Parties acknowledge and agree that the City will occasionally recommend major capital expenditures related to the Pool facilities and/or necessary to provide the services referenced in this Agreement. The Pool Board shall consider capital expenditures as part of the annual budget process".

Item 8, "the Pool Board shall consider, and if a majority thereof deems it advisable, recommend the establishment of a capital maintenance fund for the Pool. All supplemental budget requests shall first be presented to the Pool Board for its consideration. If and/or when budgeted the City and County shall contribute equally to the maintenance fund in order to maintain the pool and pool building in a safe and useful condition." Please notice the School District is not asked to contribute to capital requests.

Item 14, "during the term of this Agreement or any extension thereof the District's sole financial obligations to the Pool's operating expenses shall be the payment of premiums for property insurance covering the Pool, internet access in the Pool area... and payment for all gas and electric utilities, water and trash service reasonably necessary for operation of the Pool.

Orchard Mesa Pool Meeting

February 20, 2020

Meeting Location: Hospitality Suite in the Stadium Tower
1315 North Avenue

Roll Call

City of Grand Junction Members Present: Greg Caton, City Manager
Rick Taggart, Mayor
Phillip Pe'a, Councilmember
Ken Sherbenou, Parks and Recreation Director
Larry Manchester, Recreation Supervisor
Tricia Rothwell, Recreation Coordinator

Mesa County Members Present: Rose Pugliese, Mesa County Commissioner

Mesa County Valley School District 51 Members Present: Diana Sirko, Superintendent
Brian Hill, Assistant Superintendent
Phil Onofrio, Chief Operations Officer
Doug Levinson, School Board Member

Item 1: Meeting Called to Order by Phillip Pe'a at 10:05 a.m.

Councilmember Pe'a welcomed everyone. Mr. Pe'a said that the entities would present the progress that was made since the January 28, 2020 meeting and then take public comment.

Item 4: Orchard Mesa Pool Discussion

Greg Caton stated that there has been discussion since the last pool meeting and that the School District offered an extension. Doug Levinson elaborated that the School District will continue to cover utilities through December 2021. Diana Sirko added that the School District has been exploring grants to bring the pool up to an operable condition; a grant can buy time. Rose Pugliese shared that the County had a conversation with the V.A., and that they are willing to come to the table. Ms. Pugliese said that the County will remain a partner for up to \$100,000.

Item 2: Public Comment

The following members of the public spoke:

Allison Colby
Mary Mastin
Mercedes Borman
Rhonda Bates
Julie Dorsey
Dixie Fawson
Carissa Fisher
Nick Allen

Item 3: Approve Minutes from January 28, 2020.

This item was not discussed.

Item 5: Orchard Mesa Pool Operation July 2020 to June 2021

Rose Pugliese thanked everyone for coming and reiterated that they are trying to come to a solution, it will just take some time. Greg Caton also thanked everyone for coming and stated that the pool will be open through December 2021. Mr. Caton explained that things are coming to the end of their useful life. Greg Caton summarized that in 2017 the needs of the pool were discussed. Mr. Caton said that when the ballot didn't pass, repairs and upgrades were scaled back to about \$2,000,000. Greg Caton explained that the City didn't want to take on a facility that needed a lot of repairs. Mr. Caton said that twenty-two months will give us time to find solutions but cautioned that grants for end of life cycle problems aren't very likely. A member of the audience asked if there will be a new Board. Rose Pugliese answered that the commitments are the same from the three entities, and that the next meeting will be announced when scheduled. Diana Sirko wanted to clarify the grant. The BEST grant asked what the plans were for the pool and gym. Diana Sirko explained that the grant had more options than originally thought. Ms. Sirko reiterated that the School District will not be in the pool business but is interested in remaining a partner for the community.

Item 6: Joint Press Release

This item was not discussed.

Item 7: Next Meeting

A date was not set.

Item 8: Adjourn

Meeting adjourned at 10:57 a.m.

Respectfully submitted,

Tricia Rothwell
Recreation Coordinator

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Ken Sherbenou, Parks and Recreation Director
DATE: January 3, 2023
SUBJECT: Recreational Amenity for Orchard Mesa

Recognizing the need for additional recreational services in the Orchard Mesa area, and in alignment with the priorities set forth in the PROS Master Plan, Staff wanted to introduce the concept of developing an indoor recreational amenity. This amenity would expand recreational opportunities for Orchard Mesa residents while providing access to indoor space for turf sports and other uses currently lacking in the community.

The 2021 Parks, Recreation and Open Space Master Plan has identified the Orchard Mesa community as having a lower level of service. Dixon Park, a 4-acre Park used extensively for field sports was also sold to a new owner recently who has closed off the park from public access. Dixon Park and the Orchard Mesa Pool were the only major park and recreation facilities in Orchard Mesa aside from Eagle Rim Park. Their removal makes the already low level of service in Orchard Mesa even lower.

To address this challenge, the idea of an alternative recreational amenity on Orchard Mesa has surfaced. The trajectory of indoor recreational facility development in communities often includes first an indoor pool (which are usually phased out), followed by a multi-purpose indoor CRC, and then finally an indoor Field House to complement the CRC. Field Houses can offer a wide array of recreational amenities including, first and foremost, indoor turf for field sports such as soccer and lacrosse. Field Houses do not have an aquatic component. As such, they are less expensive to build and operate, and well complement a multi-purpose CRC that is heavy on aquatics. Furthermore, field sports such as soccer and lacrosse, are on the rise with thousands of current participants in Grand Junction. There is a lack of indoor space for these users, which has worsened with the recent closure of the privately run Skyline Sports next to Sam's Club, 2522 Highway 6 and 50.

As shown in the highlighted areas above from the PROS Master Plan, the pursuit of a Field House in Orchard Mesa fits the PROS Master Plan vision. Should Council provide direction to pursue this opportunity, the next step would be to engage with an architectural firm to conduct a planning process to include site selection, concept design and an operational plan. Several sites should be considered but there is one leading contender given an initial examination: Burkey Park South.

See the enclosed map with this memo for the location of this 9-acre undeveloped park. With close proximity to the Mesa County Fairgrounds and with the continued improvement and increasing utilization of the outdoor fields at Veterans Park (located at the Fairgrounds), synergy with other recreational components is possible. The Gunnison Bluffs trail system and the Old Spanish Trail is also connected to Burkey Park South. Mesa County is currently doing a Trails Master Plan to expand this trail network and connections. Finally, the land is owned by the City, and similar to Matchett, a facility would be owned and operated by the City.

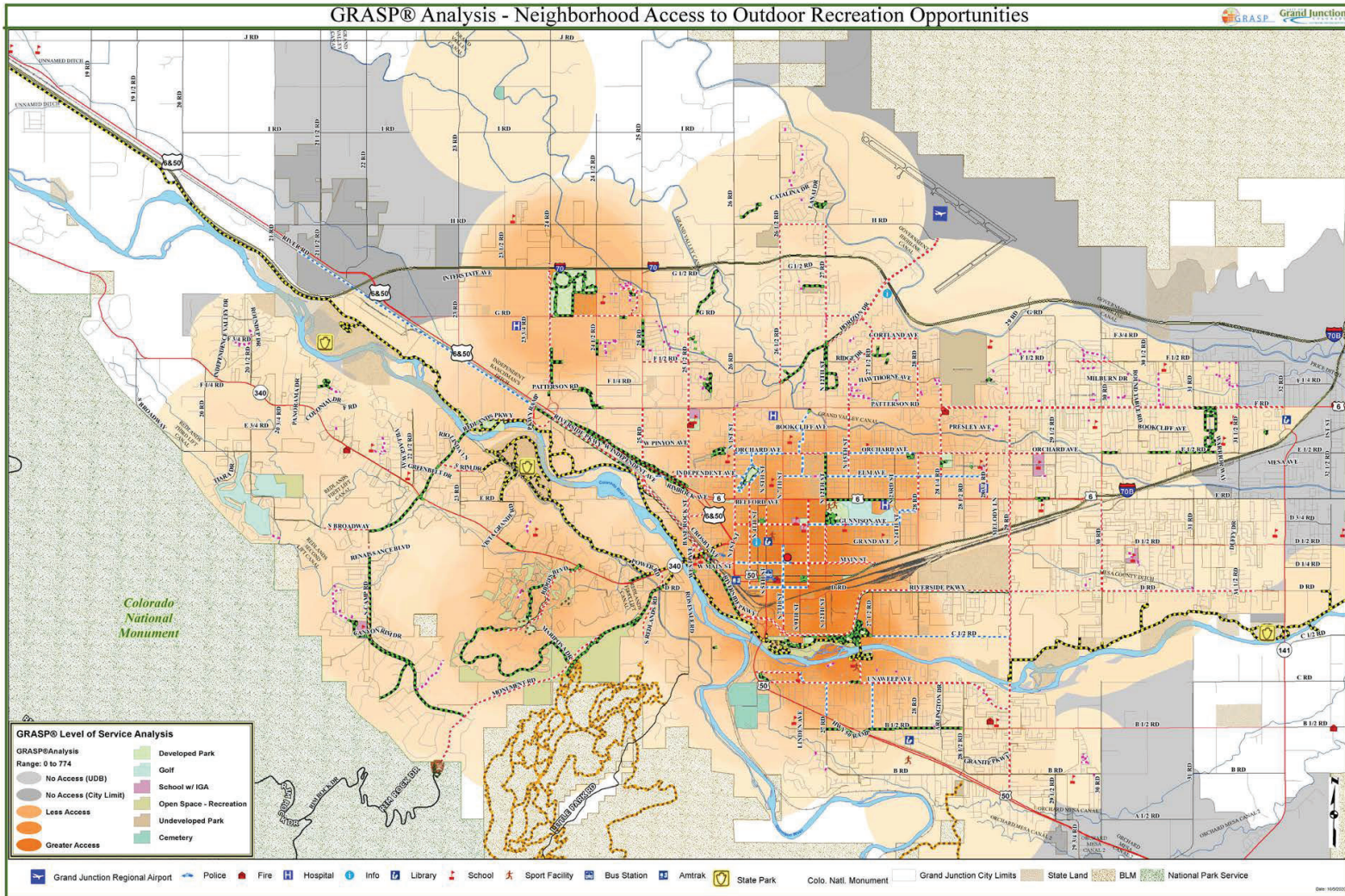
The development of an indoor recreation facility would address a priority outlined in the PROS Master Plan and embarking on a planning process for this facility in Orchard Mesa would send a clear message about the City's commitment to serve this part of the Grand Junction community. Staff would be available to discuss this concept further if it is scheduled for a future workshop.

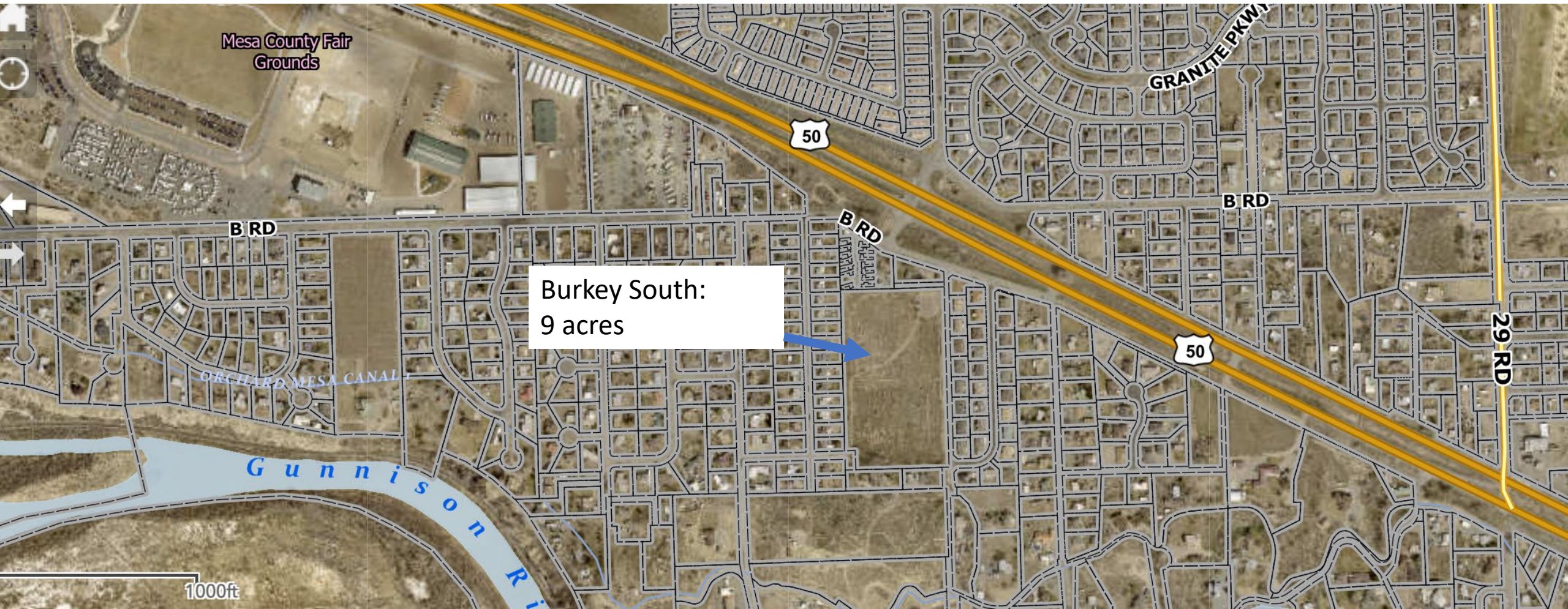
C: Department Directors

Attachments:

- GRASP (Georeferenced Amenities Standards Program) Map Showing Current Level of Service community wide and including Orchard Mesa
- Burkey Park South Location

Figure 9: Neighborhood Access to Outdoor Recreation
 (Refer to Appendix C for the Outdoor Recreation List)







Grand Junction City Council

Workshop Session

Item #1.c.

Meeting Date: August 14, 2023
Presented By: Greg Caton, City Manager
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

Counseling Education Center

EXECUTIVE SUMMARY:

This item is to consider the Counseling and Education Center's (CEC) request for \$996,006 in American Rescue Plan Act (ARPA) funding. This request was first recommended by the Council-appointed ARPA Committee. City Council has shared several questions and expressed their concerns about the request and at last consideration, Council determined a workshop would be appropriate so representatives from CEC can be available to answer questions.

BACKGROUND OR DETAILED INFORMATION:

CEC's request was recommended by the ARPA Committee in their final report in October 2022. City Council considered this request at three separate workshops (December 20, 2022; February 13, 2023; and April 10, 2023). In these discussions, Councilmembers asked for additional information from CEC to better understand the feasibility of the project, answer questions about uncertainties, and provide details on other potential funding/fundraising sources. CEC has provided additional documents, as requested by Council, throughout this process. This item was considered during the June 21 City Council Meeting at which it was determined that another workshop would be required to answer lingering questions.

FISCAL IMPACT:

This item is for discussion and possible direction.

SUGGESTED ACTION:

This item is for discussion purposes.

Attachments

1. CEC Update for City Council_5.12.23
2. 7 CEC Growth & Sustainability Update



Counseling & Education Center

Enriching our community by providing professional, affordable counseling services to all.

Update on ARPA Request to Expand CEC's Counseling Services to Orchard Mesa Prepared for Grand Junction City Council, May 12, 2023

Dear City Council Members:

The Counseling and Education is pleased to share with you that on April 25, we were notified by the state that **CEC has been awarded \$973,496.00 in funding from the Colorado Behavioral Health Administration** to expand our affordable counseling services into Orchard Mesa. Specifically, this funding will go toward the purchase and renovation of an identified property in Orchard Mesa and for a portion of operational expenses through 2024.

CEC was one of 32 organizations statewide, and the only organization in Mesa County, to receive BHA funding to expand community access to behavioral health services. We are currently working through the contract negotiation process with the Behavioral Health Administration's procurement officers, and we know that the contract with the BHA will not be finalized until after the start of the state's fiscal year on July 1, 2023. This funding will compliment, not replace, the request made to the City Council for ARPA funding.

Brief project background for new council members: CEC's request for ARPA funding to help expand our counseling services into Orchard Mesa was one of six projects the City's American Rescue Plan Act Committee recommended to City Council in October 2022. We requested \$996,006 to help CEC open a second counseling location in Orchard Mesa, an area that is severely lacking in mental health services. CEC has provided affordable counseling services in Mesa County for 42 years, and we are currently at capacity. Our biggest barrier to meeting the mental health needs of the community is physical space. CEC has identified an existing property in Orchard Mesa we hope to purchase and renovate. It would house eight trauma-informed therapy rooms, is within 1.5 miles of three area schools, and is easily accessible by public transportation. Opening a second location would allow us to provide an additional 300 clients with 3,000 hours of counseling annually by 2026—doubling our services and impact. We would also be able to expand our internship program, increasing the number of intern therapists for whom we provide clinical supervision to 10

(up from four). CEC's Executive Director and Board of Directors' Expansion Committee members have been working with our realtor, Brian Bray, to review all commercial properties in Orchard Mesa for lease or sale under \$1 million and continue to feel confident that the identified property, located at 2702 B½ Road and currently listed at \$899,900, is the best suited for our needs. ARPA funds from the City would allow CEC to complete the purchase and renovation without the need for financing and additional debt. Funds would also support our operational expenses as we build out our services and client-revenue to full capacity by 2026.

Continued efforts to build long-term sustainability: CEC plans to pursue funding through DOLA's nonprofit infrastructure grant program to hire a consultant to support and guide the capacity building and strategic planning needed to reach our fundraising targets. We are also participating in a 7-week course on business management for mental health professionals through the Business Incubator Center. This course includes an additional 16 hours of consultation on ensuring the sustainability of our business model through expanding billable services and increasing administrative efficiency.

We are happy to supply any additional information including financials, our operational proforma, fundraising plan, or other documents that would be useful.

Respectfully,

A handwritten signature in black ink, appearing to read "Hali Nurnberg". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Hali Nurnberg, LPC
Executive Director
hali@cecwecare.org



Update to Fundraising Plan

April 10, 2023—Regarding CEC’s request for ARPA funding to acquire property in Orchard Mesa to expand counseling service capacity

Current Work (since last City Council workshop)

Meetings with funders & community partners to solicit support, identify funding opportunities

- Met with Rocky Mountain Health Foundation, Hilltop, United Way, Western Colorado Community Foundation to discuss community need and areas of support.
- Upcoming April 11 meeting with Commissioner Rowland, Mesa County Behavioral Health Strategy Manager, and Mesa County Behavioral Health grant writer to discuss support
 - CEC is specifically included in the Mesa County Behavioral Health Steering Committee's action plan (affordability pillar)

Due diligence in identifying other potential properties in Orchard Mesa

- Have looked at 7 other properties under \$1 million—all would entail more significant remodels than proposed property and do not meet the geographic and trauma-informed priorities identified

Contingency planning in the event of no Behavioral Health Admin (BHA) funding for 2nd location

- No awards have been announced yet. The BHA anticipated offering multiple cycles of this funding, but now expects to expend the full \$34 million in the first round
- If not funded, will engage feasibility study to assess readiness for a \$1 million capital campaign. Current expansion funding targets include:
 - CO Dept. of Healthcare Policy & Financing - \$400,000 capital opportunity
 - Rocky Mountain Health Plans capital opportunity
 - Colorado Health Foundation capital opportunity
 - Gates Family Foundation

Analysis of CEC revenue trends and updated fundraising plan figures (see following sections)

CEC has demonstrated sustainability for 42 years, and significant growth in the past decade

Since 2013...

Average year-over-year growth: 11%

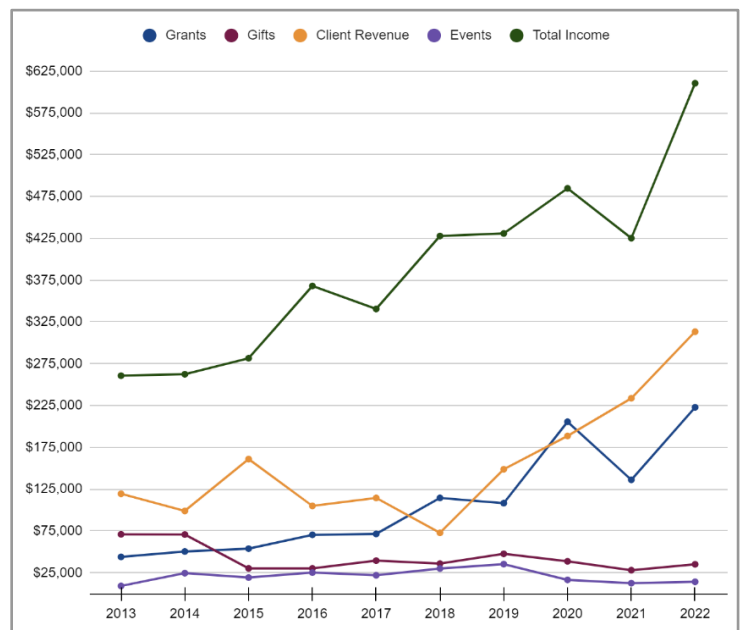
Total revenue more than doubled

- 157% increase

Client revenue more than doubled

- 162% increase
- 5-year strategic focus on growing client revenue
- Increased reimbursements from Medicaid due to counselor credentialing
- CEC is a Rocky Mountain Health Plans preferred provider due to cultural competency & proven high standard of care, leading to rate increase in 2022

CEC Revenue Trends: 2013-2022



Since 2013, continued...

Grant funding almost tripled

- 180% increase
- 5-year strategic focus on building relationships with new funders
- More foundational & government support for mental health
 - CEC is a leading recipient of Rocky Mountain Health Foundation funding, which is moving to a renewable grant process
 - Mental health continues to be a primary focus of local, state, and federal government. Recent changes in mental health funding have allowed for increased competition for government funds - changes which are likely to continue with the recent creation of the Behavioral Health Administration

Funding Strategies to Ensure 2nd Location Sustainability

Increase client revenue by \$52,000/year

- New building to allow CEC to convert current admin space into additional client space
 - 430 additional sessions/year in current building
 - Counseling interns to provide these sessions = minimal additional staffing costs
- New building will allow us to expand internship program—from 4 interns to 10
 - This means more counselors with minimal staffing costs
 - Internship program is funded by Rocky Mountain Health Foundation
- Increase number of full-pay clients
 - From 2.8% of total clients to 5.6% by 2026
 - Via strategic marketing—we know there is demand

New sustaining grant & contract prospects

- Expanded partnerships, programs, and services to pursue new opportunities by 2028
- Colorado Dept. of Healthcare Policy & Financing (HCPF), Caring for Colorado Foundation, Ittleson Foundation, Bacon Family Foundation
- Increase CDBG request to meet need of additional GJ clients served by 2nd location
- Newly cultivated donor-advised fund via WCCF

Reestablish pre-pandemic events & add others

- Professional mental health trainings that previously brought in \$20,000-\$30,000/year
- Major donor event currently planned for June 2023

UPDATED FUNDRAISING PLAN FIGURES

	Additional Client Revenue	Grants	Events	Donations & Indirect Giving	Total Additional Revenue	Total Additional Fundraising (not including client revenue)
2024	\$79,056	\$10,000	\$11,500	\$25,000	\$125,556	\$46,500
2025	\$225,324	\$40,000	\$20,000	\$35,000	\$320,324	\$95,000
2026	\$339,818	\$75,000	\$35,000	\$45,000	\$494,818	\$155,000
2027	\$339,818	\$130,000	\$50,000	\$55,000	\$574,818	\$235,000
2028	\$339,818	\$150,000	\$70,000	\$75,000	\$634,769	\$295,000

Note: total Additional Revenue lines have been updated to allow for steady, scalable growth over five years.